REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF GLUCKSTADT, MISSISSIPPI

Tuesday, October 13, 2026 at 6:00 PM

Agenda

This notice and agenda of the Regular Meeting of the Mayor and Board of Aldermen is hereby given by the undersigned. Said meeting shall be held on Tuesday, October 13, 2026, at 6:00 PM in the Board Room at City Hall, located at 343 Distribution Drive, Gluckstadt, MS 39110.

1. Call Meeting to Order and Roll Call

2. Opening Prayer and Pledge of Allegiance

3. Presented Items

A) Recognition of Germantown High School Super Mavs and National Down Syndrome Awareness Month of October (Alderwoman Bates)

B) Introduction and Recognition of 2026-2027 Gluckstadt Mayor's Youth Council Members

C) Request for Discussion, Acceptance of Dees Drive and Dees Way - Scott Gideon

D) Notification of 2026 Germanfest: Sunday, October 25th (11:00 am - 5:00 pm) at Calhoun Station Parkway and Gluckstadt Way

E) Notification of Gluckstadt Police Department & Gluckstadt Madison Business Alliance "Boo with the Blue" Trunk or Treat Halloween Event: Thursday, October 29th (5:00 pm - 8:00 pm) at Police Department

F) Notification of Southern Gal's Holly and Harvest Market: Saturday October 24th (8:00 am - 2:00 pm) at Germantown High School

4. Approval of Consent Agenda Items

A) Approval of Claims Docket

B) Approval of September 8, 2026 Regular Meeting Minutes

C) Requesting Approval to Purchase Two (2) Ford Explorer PPV's and One (1) Ford F-150 PPV

D) Notification of the Special Circumstances Purchasing Form, Sole Source Purchase of Axon (Taser Equipment)

E) Request for Mayor to Sign Final Acceptance Letter For Calhoun Station Overlay

F) Request for Postage Account Deposit & Renewal (USPS)

G) Request to Deposit Funding into Employee Flex Savings Account (PreTax Medical and Cafeteria Plan) - Prefunding for FY27 ($8680.08)

H) Requesting Approval for Training and Travel Reimbursement to Attend a Basic Breaching Course (Huff, Eric, Police Officer).

I) Requesting Approval for Training and Travel Reimbursement to attend the 2026 MACP Winter Conference (Hale, Barry)

J) Approval of Germanfest Ads & Quote (MCJ): MDA Tourism Grant Award (Favorable Promotion of the City)

K) Approval of Germanfest Billboards & Quote (Lamar Advertising): MDA Tourism Grant Award (Favorable Promotion of the City)

5. Monthly Budget Report

A) Monthly Budget Report(s)

B) Monthly Bank Reconciliations

C) Request to Amend Fiscal Year 2026 Municipal Budget

6. New Business

A) Request for Approval of City Lease of Land for Germanfest (Lee Hutchinson Request)

7. City Clerk, City Administration Matters & Grants Update (Lindsay Kellum)

A) City Administration Update (City Clerk)

B) Monthly Privilege License Report (Assistant City Clerk)

C) Annual Privilege License Report, FY26 (Assistant City Clerk)

D) Request to Open New Bank Account, SB2189 Legislative Allocation (PD Drone)

E) FY26 Municipal Compliance Questionnaire (Office of the State Auditor), Acceptance by Board of Aldermen

F) FY2026 Annual Public Depositor Report, Acceptance by Board of Aldermen

G) PD Building Bonds, Continuing Disclosure Submissions (Prepared by Butler Snow), for Acceptance by the Board of Aldermen

H) Monthly Grants Report (City Clerk and Assistant City Clerk)

I) Acceptance of Mississippi Development Authority Tourism Grant for Germanfest ($4000) & Approval for Mayor to Sign Paperwork

J) Request to Apply for Mississippi Development Authority's Mississippi Small Municipalities and Limited Population Counties Grant Program (SMLPC) - Gluckstadt Community Park

8. Planning and Zoning Director, P&Z/ Building Matters (Caine Dearman)

A) Planning and Zoning Department, Update

B) Consideration of Site Plan Amendment-Project No. 26-016 Kayo Center

C) Appointment of New Advisory Board Members for Planning and Zoning Commission and the Architectural Review Board

9. Public Works Director, Public Works Matters (Chris Buckner)

A) Request for Authorization, MDEQ LCNOI – Gluckstadt Community Park

B) Request for Approval, Gluckstadt Community Park – Playground & Fitness Area Bid Award

10. Police Chief, Police Department Matters (Chief Barry Hale)

A) General Update, Police Department (Chief Barry Hale)

B) Requesting Approval to Purchase Pen-Link and to have Pen-Link designated as the Sole Source of all Pen-Link Software Products in the United States

C) Requesting Approval to Advertise Job Description for the Hiring of an Executive Assistant to the Chief of Police

11. Public Comment

12. Closed Session to Determine Need for Executive Session

13. Adjourn

Alderwoman Bates _____

Alderwoman Campbell _____

Alderman Powell _____

Alderman Taylor _____

Alderman Williams_____

ATTEST: DATE:

_____ _____

LINDSAY D. KELLUM CITY CLERK	WALTER C MORRISON, IV MAYOR

[Seal]

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF GLUCKSTADT, MISSISSIPPI RECOGNIZING AND DECLARING OCTOBER AS NATIONAL DOWN SYNDROME AWARENESS MONTH

WHEREAS, the Mayor and Board of Aldermen of the City of Gluckstadt, Mississippi, recognize the inherent dignity, worth, and value of every individual and affirm the importance of building a community in which all persons are afforded opportunities to participate, contribute, and thrive; and

WHEREAS, October is recognized nationally as National Down Syndrome Awareness Month, a time to raise awareness, celebrate the abilities and contributions of individuals with down syndrome, and promote advocacy for equal opportunities and inclusion; and

WHEREAS, Down syndrome is a genetic condition that affects development and may present individuals with distinct educational, physical, and social challenges, but does not diminish their capacity to develop meaningful relationships, pursue personal goals, contribute to their communities, and enrich the lives of those around them; and

WHEREAS, National Down Syndrome Awareness Month provides an opportunity to recognize the importance of inclusive education, equal opportunity, respect, and meaningful participation in schools, workplaces, recreational activities, and civic life, while encouraging communities to recognize individuals for their abilities, talents, personalities, and contributions; and

WHEREAS, the City of Gluckstadt recognizes the importance of educational programs that foster inclusion, promote understanding, and create opportunities for students of all abilities to learn, participate, develop friendships, and experience a sense of belonging within their school communities; and

WHEREAS, Germantown High School is an important part of the educational community serving the Gluckstadt area, and demonstrates the value of fostering an environment in which students are encouraged to participate, support one another, and develop meaningful connections; and

WHEREAS, the Germantown High School Super Mavs are the heartbeat of Germantown High School and represent the importance of inclusion and participation for students with intellectual and developmental disabilities by helping provide opportunities for students to engage with their peers, experience school spirit, build relationships, and participate in the broader life of the school community; and

WHEREAS, programs such as Super Mavs serve as an important reminder that inclusion benefits the entire school community by encouraging empathy, respect, teamwork, friendship, and an appreciation for the unique strengths and abilities of every student; and

WHEREAS, the City of Gluckstadt commends the students, educators, administrators, families, caregivers, and community members whose dedication and support help create opportunities for individuals with disabilities to participate meaningfully in school and community life; and

WHEREAS, the Mayor and Board of Aldermen believe that recognizing National Down Syndrome Awareness Month is an important opportunity to promote awareness, challenge stereotypes, encourage acceptance, and reaffirm the City's commitment to a community in which every individual is treated with dignity and respect;

WHEREFORE, be it hereby resolved by the Mayor and Board of Aldermen of the City of Gluckstadt, Mississippi, as follows:

1. The Mayor and Board of Aldermen of the City of Gluckstadt, Mississippi, hereby recognize the month of October as National Down Syndrome Awareness Month and encourage all residents to promote awareness, understanding, acceptance, and inclusion of individuals with Down syndrome and other intellectual and developmental disabilities.

2. The City of Gluckstadt hereby recognizes and commends the Germantown High School Super Mavs program for its commitment to fostering inclusion, encouraging student participation, promoting friendship, and helping ensure that students of all abilities have opportunities to experience the connections and sense of belonging that are essential to a strong school community.

3. The Mayor and Board of Aldermen encourage residents, schools, businesses, civic organizations, and community groups to support inclusive opportunities, recognize the contributions of individuals with disabilities, and work together to eliminate barriers to participation in educational, recreational, social, and community activities.

4. The City expresses its appreciation to the individuals and organizations who support persons with Down syndrome and other intellectual and developmental disabilities and recognizes the positive impact that acceptance, advocacy, and inclusion have on families, schools, and the community as a whole.

SO RESOLVED this the _____day of _____2026. Motion was made by Alderman _____, and seconded by Alderman _____, for the adoption of the above and foregoing Order.

Upon roll call vote, the result was as follows:

Alderman Miya Warfield Bates voted:	Aye/Nay
Alderman Jayce Powell voted:	Aye/Nay
Alderman Jessie Campbell voted:	Aye/Nay

Alderman John Taylor voted: Aye/Nay
Alderman Chip Williams voted: Aye/Nay

The Mayor thereupon declared the motion carried and the Resolution adopted this the ___ day of _____ 2026.

_____
Walter C. Morrison, IV,
MAYOR

ATTEST:

_____
Lindsay Kellum,
CITY CLERK

From: Walter Morrison
To: Lindsay Kellum
Subject: Re: Request to be added to the 10/13 agenda
Date: Tuesday, October 6, 2026 6:40:37 AM
Attachments: image.png

Ok

Walter C. Morrison IV
Sent from my iPhone

On Oct 6, 2026, at 6:39 AM, Lindsay Kellum <lindsay.kellum@gluckstadt.net> wrote:

For approval to add to 10/13 mtg

LINDSAY LEONARD KELLUM, CMC
City Clerk, City of Gluckstadt
P.O. Box 2210
Madison, MS 39130
(769) 567-2306
Lindsay.Kellum@gluckstadt.net
<image.png>

From: Shelby Grant <gluckstadtmyc@gmail.com>
Sent: Monday, October 5, 2026 3:38 PM
To: Lindsay Kellum <lindsay.kellum@gluckstadt.net>
Subject: Request to be added to the 10/13 agenda

Hello,

I am writing to request to be added to the agenda for the upcoming board meeting so that I can introduce the Gluckstadt Mayor's Youth Council and our members to the Board and community.

GLUCKSTADT

Mayor's Youth Council

ANNOUNCEMENT

Rohan Sood
Piper Cooley
Alexis Spustack
Ashby Robinson (VP)
Bahar Bedi
Ava Bondurant
Addison Kellum (President)
Addison Tatum
Breland Hall
Camden Alman (VP)
Christian Dismuke
Erin Martin
Fairlay Dean
Hayes Williams
Hudson Williams
Ivy Thomas
Japji Gill
Jerriona Denise
Karan Kamboj
Kenzie Davis
Krissi Joe Simmons
Leah Graham
Libby Holloway
Maddison Carter
Maddison Davis
Maley Gordon
Peyton Holloway
Reagan Burrell
Saleah Coleman
Sienna Mcmillan
Sophia Walfe

Outlook

Agenda

From William Gideon <gideon2270@gmail.com>
Date Wed 10/7/2026 6:38 PM
To Chris Buckner <chris.buckner@gluckstadt.net>

Good afternoon Chris, this email is to request being placed on next tuesdays agenda to discuss dees rd and our desire to turn it over to the city. Thank you,
Scott Gideon
Sent from my iPhone

Germanfest 2026
October 25th





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Gluckstadt
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CITY OF GLUCKSTADT
BOO WITH THE BLUE
TRUNK or TREAT
Join us for some spooky family fun!
BOO!
Dress code:
Costume
and Candy
Basket
Costume &
Car Decor
Contest
THURSDAY, OCTOBER 29
5:00 PM – 8:00 PM
Presented by:
Gluckstadt Police Department &
Gluckstadt Madison Business Alliance
Location:
Gluckstadt
Police
Department
140 Gluckstadt
Way


Southern Gal's
HOLLY AND HARVEST
MARKET
Saturday, October 24th, 2026
8AM - 2PM
GERMANTOWN HIGH SCHOOL
SHOP • EAT • SUPPORT • ENJOY
Resale Clothing & Items
Boutiques
Custom T-Shirt's
Tiny Tattoos
Permanent Jewelry
Ear Piercing
Hand Made Earrings
Hair Bar with Charms & Glitter
Henna Tattoos
Home Decor
Homemade Meals & Sweets
Baked Goods
AND SO MUCH MORE!
Shop Local
Support Small
Make it a Day Out!

Gluckstadt, MS

Docket of Claims Register

APPKT01139 - October 2026 Claims Docket

By Docket/Claim Number

Vendor #	Vendor Name / Payable Number	Docket/Claim # / Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount / Distribution Amount
00220	Ace Bolt & Screw Co. Inc.	20270001					372.10
	779080	PW Supplies	Invoice	09/09/2026	2" x 27' Poly Load Ratchet w/ Flat Hool	001-301-50500	98.00
					Aerokroil 13 OZ Aerosol Can	001-301-50500	27.50
					Ratchet Tiedown Pwr Sprt	001-301-50500	32.46
	779117	PW Supplies	Invoice	09/09/2026	PW Supplies	001-301-50500	29.90
	781660	Post Driver Yellow 15 LB	Invoice	09/24/2026	Post Driver Yellow 15 LB	001-301-91600	42.95
	782630	Leaktite-IPL Plastics Paint Bucket	Invoice	09/30/2026	Leaktite-IPL Plastics Paint Bucket	001-301-50500	20.00
	784483	PW Tools and Supplies	Invoice	10/09/2026	Aerokroil 13 Oz. Aersol Can	001-301-50500	27.50
					Concrete Rake	001-301-91600	53.36
					Level Head Rake	001-301-91600	40.43
00136	Adcamp Inc.	20270002					110,764.90
	45788	Distribution Drive Patch Repair	Invoice	09/18/2026	81'x14'x10" Patch	001-301-91200	7,282.60
	45789	Munich Drive Base Repair	Invoice	09/25/2026	Base Repair	001-301-91200	63,050.00
	45790	Yandell Road Milling & Overlay	Invoice	09/25/2026	1.5" Surface Overlay	001-301-91200	16,031.82
					Asphalt Pre-Leveling	001-301-91200	14,400.48
					Milling of Asphalt Surface	001-301-91200	10,000.00
00093	AgUp Equipment	20270003					369.92
	W44852	PW Equipment Repair	Invoice	10/05/2026	Cap Screw	001-301-57500	4.52
					Labor	001-301-57500	365.40
00411	Akros Academy of Jiu-Jitsu	20270004					140.00
	092026	JIU JITSU TRAINING	Invoice	10/05/2026	JIU JITSU TRAINING	001-200-61000	140.00
00514	Amrize Mid-America, Inc.	20270005					809.04
	723279579	610 Limestone Delivered & Stored for	Invoice	09/28/2026	610 Limestone Delivered & Stored for	001-301-55904	809.04
00203	APAC-Mississippi, Inc.	20270006					260.48
	4000256843	Asphalt	Invoice	09/04/2026	Asphalt	001-301-55904	260.48
00436	AutoZone Parts, Inc.	20270007					96.17
	05607528955	PW Gas & Oil	Invoice	09/17/2026	Cartridge	001-301-52500	4.55
					Micro Edge Wipr Blade	001-301-57000	33.98
					STP AM-5W	001-301-52500	57.64
00078	Axon Enterprise, Inc.	20270008					15,420.69
	INUS486738	Tasers	Invoice	10/01/2026	Tasers	001-200-90200	15,420.69

Docket of Claims Register **APPKT01139 - Octol et**

Vendor #	Vendor Name / Payable Number	Docket/Claim # / Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount / Distribution Amount
00006	Bear Creek Water Association	20270009					261.78
	092026CH	Water & Sewer (CH) - Sept. 2026	Invoice	09/24/2026	Water & Sewer (CH) - Sept. 2026	001-195-63003	37.00
	092026LW	Water & Sewer (LW) - Sept. 2026	Invoice	09/24/2026	Water & Sewer (LW) - Sept. 2026	001-195-63003	41.38
	092026PD	Water & Sewer (PD) - Sept. 2026	Invoice	09/24/2026	Water & Sewer (PD) - Sept. 2026	001-195-63003	183.40
00108	Big 10 Tire Co.	20270010					1,674.14
	5116171	PD Vehicle Repair	Invoice	09/21/2026	Environmental Fee	001-200-57000	4.98
					Job Supplies	001-200-57000	15.30
					PCV Valve	001-200-57000	79.53
					Remove & Replace PCV Valve	001-200-57000	47.96
	5127304	PD Oil Change	Invoice	09/08/2026	Change Oil & Filter	001-200-52500	10.82
					Environmental Fee	001-200-52500	4.98
					Job Supplies	001-200-52500	10.21
					QT Mobil Full Synthetic	001-200-52500	28.96
	5127927	2210 BATTERIES	Invoice	10/06/2026	BATTERY JOB SUPPLIES	001-200-57000	72.25
					DIEHARD PLATINUM AGM VEHICLE BA	001-200-57000	150.85
					DIEHARD PLATINUM AGM VEHICLE BA	001-200-57000	261.27
					ENVIRONMENTAL	001-200-57000	4.98
					INSPECTION JOB SUPPLIES	001-200-57000	0.01
					REMOVE & REPLACE BATTERY AUXILAI	001-200-57000	71.25
					REMOVE & REPLACE BATTERY PRIMAR	001-200-57000	118.74
	5128023	2208 BATTERIES	Invoice	10/02/2026	DIEHARD PLATINUM AGM VEHICLE BA	001-200-57000	153.43
					DIEHARD PLATINUM AGM VEHICLE BA	001-200-57000	251.99
					ENVIRONMENTAL	001-200-57000	4.98
					INSTALL BATTERY	001-200-57000	118.75
					JOB SUPPLIES	001-200-57000	71.45
					REMOVE & REPLACE BATTERY AUXILLA	001-200-57000	71.25
	5128069	PD Oil Change and Vehicle Repair	Invoice	10/05/2026	Cabin Air Filter	001-200-57000	45.06
					Change Oil & Filter	001-200-52500	9.02
					Environmental Fee	001-200-52500	4.98
					Job Supplies	001-200-52500	11.77
					Job Supplies	001-200-57000	6.99
					Oil Filter	001-200-52500	12.99
					QT Mobil Full Synthetic	001-200-52500	16.21
					Replace Cabin Air Filter	001-200-57000	13.18
00498	Brackish Holdings, LLC	20270011					640.50
	12807	Vests for PW Crews	Invoice	10/07/2026	Safety Vests - 2XLarge	001-301-53500	118.10
					Safety Vests - Medium	001-301-53500	236.20
					Safety Vests - XLarge	001-301-53500	236.20
					Screen Printing Fee	001-301-53500	50.00
00008	Bridge & Watson, Inc.	20270012					3,361.98
	092026	Admin Billing 8.20.26 - 9.15.26	Invoice	09/20/2026	Admin Billing 8.20.26 - 9.15.26	001-195-60101	2,821.98
	092026Comp	Comp Plan Billing - 8.13.26 - 8.21.26	Invoice	09/20/2026	Comp Plan Billing - 8.13.26 - 8.21.26	001-190-60101	540.00

Docket of Claims Register **APPKT01139 - Octol et**

Vendor #	Vendor Name / Payable Number	Docket/Claim # / Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount / Distribution Amount
00422	Bridgestone Americas, Inc	20270013					463.96
	204119	Trailer Tires	Invoice	09/15/2026	Omni Tire	001-301-57500	87.99
					US Autoforce	001-301-57500	371.97
					Waste Tire Fee	001-301-57500	3.00
					Waste Tire Fee	001-301-57500	1.00
00585	Brightcard Inc.	20270014					195.00
	INV-025175	UPDATED ID CARDS	Invoice	03/31/2026	CUSTOM ID BADGES PRINTED ON CR8(	001-200-62000	195.00
00255	Butler Snow LLP	20270015					3,000.00
	10547640	FY25 Continuing Disclosure	Invoice	10/08/2026	FY25 Continuing Disclosure	001-140-60004	3,000.00
00593	BW Medical, LLC	20270016					50.00
	092026	PW Drug Test - Moore	Invoice	09/23/2026	PW Drug Test - Moore	001-301-60401	50.00
00230	Canton Sanitary Landfill	20270017					523.12
	082026	Trash Dump Fees - August 2026	Invoice	08/31/2026	Trash Dump Fees - August 2026	001-301-68500	296.61
	092026	Trash Dump Fees - Sept. 2026	Invoice	09/30/2026	Trash Dump Fees - Sept. 2026	001-301-68500	226.51
00600	CIA Wholesale, Inc.	20270018					1,046.26
	15604	Brake Repairs for Chevy 1-Ton	Invoice	09/17/2026	Disc Brake Pad Set	001-301-57000	124.26
					Disc Brake Rotor	001-301-57000	392.00
					Labor Fee	001-301-57000	500.00
					Shop Supplies Fee	001-301-57000	30.00
00393	Cintas Corporation	20270019					527.14
	4281835131	Weekly Rental Invoice	Invoice	09/09/2026	Weekly Rental Invoice	001-301-64000	91.26
	4282660622	Weekly Rental Invoice	Invoice	09/16/2026	Weekly Rental Invoice	001-301-64000	101.38
	4283433006	Weekly Rental Invoice	Invoice	09/23/2026	Weekly Rental Invoice	001-301-64000	101.38
	4284197034	Weekly Rental Invoice	Invoice	09/30/2026	Weekly Rental Invoice	001-301-64000	111.50
	4284954153	Weekly Rental Invoice	Invoice	10/07/2026	Weekly Rental Invoice	001-301-64000	121.62
00258	CMRS-FP (USPS)	20270020					1,800.00
	092026	Postage	Invoice	09/30/2026	Postage	001-195-60800	1,800.00
00119	Crystal Clean	20270021					3,291.00
	60405	Street Sweeping Services - Sept. 2026	Invoice	09/29/2026	Street Sweeping Services - Sept. 2026	001-301-68600	3,291.00
00018	Custom Products Corporation	20270022					333.77
	INV58338	PW Street Repair Supplies	Invoice	10/02/2026	24X24 NO U-TURN	001-301-55904	45.63
					30X36 MANDATORY RIGHT TURN	001-301-55904	78.17
					36X36 LANE ENDS RIGHT	001-301-55904	94.31
					BRACKET - POST CAP - ROUND DOME 2	001-301-55904	3.37
					ROUND POST SURFACE MOUNT ASSEM	001-301-55904	49.85
					ROUND POST TO TRAFFIC SIGN	001-301-55904	7.45
					RPORG12 POST ROUND GALVANIZED 1	001-301-55904	39.51
					SURFACE MOUNT CONCRETE ANCHOR	001-301-55904	15.48
00377	David Potvin	20270023					234.53
	092026	TTPOA Training Reimbursement	Invoice	09/23/2026	TTPOA Training Reimbursement	001-200-61000	234.53

Docket of Claims Register **APPKT01139 - Octol et**

Vendor #	Vendor Name / Payable Number	Docket/Claim # / Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount / Distribution Amount
00497	Dependable Pest Service, Inc.	20270024					500.00
	276510	Pest Control - CH	Invoice	08/18/2026	Pest Control - CH	001-195-68100	150.00
	276511	Pest Control - LW	Invoice	08/08/2026	Pest Control - LW	001-195-68100	125.00
	276512	Pest Control - PD	Invoice	08/18/2026	Pest Control - PD	001-195-68100	225.00
00090	Deviney Rental & Supply	20270025					70.59
	IV31572	Blade, H30T	Invoice	09/18/2026	Blade, H30T	001-301-57500	70.59
00020	Entergy	20270026					9,703.04
	10021562154	Traffic Signals	Invoice	09/22/2026	Traffic Signals	001-301-63103	594.66
	2026575722	Streetlights	Invoice	09/23/2026	Streetlights	001-301-63102	5,642.22
	45009469791	Lone Wolf Building	Invoice	09/18/2026	Lone Wolf Building	001-195-63001	581.66
	45009479097	PD Building	Invoice	09/25/2026	PD Building	001-195-63001	2,884.50
00644	Environmental Systems Research	20270027					955.00
	900326710	ArcGIS Online	Invoice	09/10/2026	ArcGIS Network Analyst for ArcGIS Onl	001-200-68800	405.00
					ArcGIS Online Creator User Type Annu	001-200-68800	550.00
00629	ESI Supply, LLC	20270028					4,568.00
	64868	GAS METER	Invoice	09/08/2026	34L - 60PPM CO; 20PPMH2S; 1.45%CH	001-200-65000	148.00
					925-0004 NANUK 925 YELLOW CAE W/	001-200-65000	318.00
					MSA ALTAIR 5X (LEL/02/CO/H2S) 10' LI	001-200-65000	3,850.00
					ON DEMAND FLO REGULATOR	001-200-65000	252.00
00094	Forestry Suppliers	20270029					457.50
	875617-00	PW Tools and Supplies	Invoice	09/21/2026	Aervoe Invert-A-Tip Aersol Striping Pai	001-301-50500	247.50
					Vers-A-Striper Model 800	001-301-91600	210.00
00022	FP Mailing Solutions	20270030					126.90
	RI107483038	CH Postage Machine Quarterly Invoice	Invoice	09/08/2026	CH Postage Machine Quarterly Invoice	001-195-64000	126.90
00023	Fuelman	20270031					20,553.04
	NP71111829	Gas & Oil - PD/PW/Building	Invoice	09/07/2026	Gas & Oil - Building	001-280-52500	81.31
					Gas & Oil - PD	001-200-52500	7,125.43
					Gas & Oil - PW	001-301-52500	2,294.74
	NP71256398	Gas & Oil PD/PW/Building - Sept. 2026	Invoice	10/05/2026	Gas & Oil - Building	001-280-52500	174.35
					Gas & Oil - PD	001-200-52500	8,200.14
					Gas & Oil - PW	001-301-52500	2,647.07
					Repair and Main Veh. - PD	001-200-57000	30.00
00590	G & O Supply Co., Inc.	20270032					619.60
	J20157	18" STIB Black Drainage Pipe	Invoice	10/02/2026	18" STIB Black Drainage Pipe	001-301-91200	619.60
00271	Gluckstadt Truck & Trailer Sales I	20270033					4,599.00
	1537	83 x 20 Utility Trailer	Invoice	09/29/2026	83 x 20 Utility Trailer	001-301-90300	4,599.00

Docket of Claims Register **APPKT01139 - Octol et**

Vendor #	Vendor Name / Payable Number	Docket/Claim # / Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount / Distribution Amount
00390	Guns-n-Gear	20270034					4,390.00
	00114140	BINOS	Invoice	10/01/2026	THYF GMP 2.0 GASMASK	001-200-90200	720.00
					UNOBATIMIUM GEAR COMPACT	001-200-90200	270.00
					VORTEX RAZOR 12X50 BINOCULARS	001-200-90200	3,400.00
00102	Hartley Equipment Company, Inc	20270035					1,000.92
	383278	PW Repair Equipment	Invoice	09/18/2026	Cutter Blade, 16.5"	001-301-57500	62.97
					SPK, Blade Notched	001-301-57500	89.97
	383681	Trimmer FS 91 R Loop Handle	Invoice	09/21/2026	Trimmer FS 91 R Loop Handle	001-301-91600	379.99
	384130	Receiver Mount Plate Attachment	Invoice	09/23/2026	Receiver Mount Plate Attachment	001-301-90400	400.00
	385725	Ranger Pro Herbicide 2.5 Gal	Invoice	10/02/2026	Ranger Pro Herbicide 2.5 Gal	001-301-55800	67.99
00340	Highland Building Services, Inc.	20270036					2,150.00
	4391-A	Monthly Janitorial Services (CH) - Oct.	Invoice	10/01/2026	Monthly Janitorial Services (CH) - Oct.	001-195-69900	485.00
	4392-A	Monthy Janitorial Services (LW) - Oct.	Invoice	10/01/2026	Monthy Janitorial Services (LW) - Oct.	001-195-69900	275.00
	4396-A	Monthly Janitorial Services (PD) - Oct.	Invoice	10/01/2026	Monthly Janitorial Services (PD) - Oct.	001-195-69900	1,390.00
00217	Jeremy Slaven	20270037					331.62
	092026	LFT Marksmanship Travel Reimbursem	Invoice	09/23/2026	LFT Marksmanship Travel Reimbursem	001-200-61000	331.62
00186	Lewis Electric, Inc.	20270038					25,495.00
	M2026.116	Single Camera Detection System	Invoice	08/20/2026	Single Camera Detection System	001-301-91200	24,895.00
	M2026.145	Traffic Light Fix-Gluckstadt Rd & Indust	Invoice	10/08/2026	1 Man and Bucket Truck	001-301-57600	500.00
					Red Light for Traffic Light Repair	001-301-57600	100.00
00067	Lindsay Kellum	20270039					248.61
	092026	MML Board of Directors Conf. Reimbu	Invoice	09/24/2026	MML Board of Directors Conf. Reimbu	001-140-61000	248.61
00178	Madison County Sheriff's Office	20270040					1,113.00
	GP-0726	Inmate Housing - July 2026	Invoice	08/01/2026	Inmate Housing - July 2026	001-200-68301	1,113.00
00355	Michael Allen Willridge, Sr.	20270041					1,263.25
	3069	Brake Repairs for Ford 1 Ton	Invoice	09/15/2026	Brake Fluid	001-301-57000	22.18
					Front Brake Caliper	001-301-57000	145.73
					Front Brake Pads	001-301-57000	84.32
					Front Brake Rotors	001-301-57000	512.82
					HazMat	001-301-57000	17.66
					Labor Hours Repairing Brake Rotor/Dis	001-301-57000	350.00
					Labor Repairing Brake Caliper	001-301-57000	62.50
					Shop Supplies	001-301-57000	23.55
	4050	Trailer Tire Repair	Invoice	09/11/2026	HazMat	001-301-57500	2.00
					Shop Supplies	001-301-57500	2.00
					Tire Disposal Fee	001-301-57500	4.00
					Tire M&B	001-301-57500	36.49

Docket of Claims Register **APPKT01139 - Octol et**

Vendor #	Vendor Name / Payable Number	Docket/Claim # / Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount / Distribution Amount
00165	Michael K. Ozborn	20270042					2,054.07
	22867	Running Boards & Safety Lights PW F-1	Invoice	09/21/2026	Fusion Rocker PANEL LIGHTS	001-301-90500	1,347.30
					Installation of Fusion Rocker PANEL LIC	001-301-90500	225.00
					Installation of Running Boards	001-301-90500	145.00
					Set of Running Boards	001-301-90500	336.77
00045	Mills, Scanlon, Dye & Pittman, At	20270043					16,889.79
	092026Court	Court Legal Billing - Sept. 2026	Invoice	09/30/2026	Court Legal Billing - Sept. 2026	001-110-60301	1,260.50
	092026General&Retainer	General Legal Billing & Retainer - Sept.	Invoice	09/30/2026	General Legal Billing - Sept. 2026	001-195-60301	11,068.79
					Retainer - Sept. 2026	001-195-60301	3,000.00
	092026P&Z	P&Z Legal Billing - Sept. 2026	Invoice	09/30/2026	P&Z Legal Billing - Sept. 2026	001-190-60301	1,560.50
00051	Mississippi Association of Chiefs (	20270044					375.00
	31	Hale Winter Conf. Registration	Invoice	10/02/2026	Hale Winter Conf. Registration	001-200-61000	375.00
00139	Mississippi Department of Public	20270045					415.00
	1020206	Basic Breaching Course (Huff)	Invoice	10/01/2026	Basic Breaching Course (Huff)	001-200-61000	415.00
00352	Mississippi Department of Public	20270046					120.00
	90178601	Analytical Fees	Invoice	09/04/2026	Analytical Fees	001-200-60201	60.00
	90179904	Analytical Fees	Invoice	10/05/2026	Analytical Fees	001-200-60201	60.00
00043	Mississippi Department of Reven	20270047					10.00
	092026PWTrailer	PW Trailer Tag	Invoice	09/29/2026	PW Trailer Tag	001-301-50500	10.00
00446	Mississippi Main Street Associati	20270048					500.00
	5657	MS Main Street Assoc. Community Due	Invoice	10/01/2026	MS Main Street Assoc. Community Due	001-195-62200	500.00
00197	Mississippi Municipal Court Clerk	20270049					150.00
	092026	2027 Annual Dues	Invoice	09/25/2026	2027 Annual Dues	001-110-62200	150.00
00199	Motorola Solutions, Inc.	20270050					10,200.00
	1411270186	MOTOROLA COMMAND CENTRAL	Invoice	08/22/2026	MOTOROLA COMMAND CENTRAL AW/	001-200-68800	10,200.00

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Vendor #	Vendor Name / Payable Number	Docket/Claim # / Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount / Distribution Amount
00152	OP Plus	20270051					1,956.29
	1132279-3	OFFICE SUPPLIES	Invoice	09/04/2026	FOLDER,FILE,ENDTAB,LTR,MLA	001-110-50000	349.52
					PEN, SIGNING, FINE, BLACK	001-110-50000	14.40
					SUPER STICKY SMALL RIO	001-110-50000	76.53
	1132279-4	OFFICE SUPPLIES	Invoice	09/04/2026	MARKER,DRYRS,FINE,16CT,,ASD	001-110-50000	62.58
	1132279-5	OFFICE SUPPLIES	Invoice	09/08/2026	FOLDER,FILE,ENDTB,STRGHT,OR	001-110-50000	58.36
					FOLDER,FILE,ENDTB,STRGHT,YW	001-110-50000	117.34
					SET,PEN,COLOR,36 COUNT	001-110-50000	23.71
	1132279-6	OFFICE SUPPLIES	Invoice	09/09/2026	PEN,UNIBALL,AIT,0.7MM,BE	001-110-50000	38.61
	113265-1	MISC OFFICE SUPPLIES	Invoice	09/14/2026	SOAP, LOTION, ANTIBACT, GLN	001-200-50000	89.58
	1133216-0	PD Office Supplies	Invoice	09/10/2026	Bleach, Dsnfctn	001-200-50000	51.02
					Liner, 24x32	001-200-50000	40.92
	1133216-1	PD Office Supplies	Invoice	09/29/2026	Urinal, SCRN, 30 Day, Citrus	001-200-50000	166.98
	1133265-0	MISC OFFICE SUPPLIES	Invoice	09/11/2026	BAG, TRASH, 38X58, 60 GAL	001-200-50000	95.62
					PAD, JR LEGAL, 5X8, 50SH, CA	001-200-50000	10.45
					PEN, SHRPE, GEL 1MM, BE, 36/BX	001-200-50000	146.46
					PEN, SHRPE, GEL, .7, BE, DZ	001-200-50000	53.55
					PEN, SHRPE, GEL, .7, BK, DZ	001-200-50000	53.55
					STAPLES, STNDRD, CHSLPNT, 5000	001-200-50000	9.60
					TISSUE, BATHROOM, COTTONELLE	001-200-50000	171.48
					TOWEL, KITCHEN, 170SHTS	001-200-50000	73.32
					TOWEL, MULTIFOLD, WE, 250/PK	001-200-50000	115.44
	1134224-0	LW Office Supplies	Invoice	09/22/2026	BOOK, STENO, PRISM, GREGG, PINK	001-190-50000	7.36
						001-280-50000	7.36
						001-301-50000	7.36
					ERASER, BD, DRYERASE, BLK	001-190-50000	1.04
						001-280-50000	1.05
					FOLDER, FILE, LTR, 1/3 CNT, MLA	001-190-50000	4.88
						001-280-50000	4.87
						001-301-50000	4.87
					FOLDER, FILE, LTR, 1/3, MLA, 100	001-190-50000	4.23
						001-280-50000	4.23
						001-301-50000	4.23
					LABEL, FILE FOLDER	001-190-50000	5.07
						001-280-50000	5.07
					PAPER, MULTIPRPSE, 20#, 8.5X11	001-190-50000	16.53
						001-280-50000	16.53
						001-301-50000	16.53
					TAPE, CORRECTION, 4PC	001-190-50000	2.83
						001-280-50000	2.84
						001-301-50000	2.83
	1134224-1	MARKER, DRYERASE, BULLET, 4PK	Invoice	09/23/2026	MARKER, DRYERASE, BULLET, 4PK	001-190-50000	2.93
						001-280-50000	2.93

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Vendor #	Vendor Name / Payable Number	Docket/Claim # / Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount / Distribution Amount
	1134596-0	PD Office Supplies	Invoice	09/28/2026	Clip, Paper, Standard, Jumbo	001-200-50000	8.73
					Clip, Paper, Standard, Regular	001-200-50000	2.97
00053	Pennington & Trim Alarm Service	20270052					69.00
	890344	Wireless Monitoring & Access Control	Invoice	09/30/2026	Wireless Monitoring & Access Control	001-195-63200	69.00
00054	Phelps Dunbar LLP	20270053					656.25
	1511336	General Labor & Employment Advice -	Invoice	08/27/2026	General Labor & Employment Advice -	001-195-60302	375.00
	1514837	General Labor & Employment Advice -	Invoice	09/15/2026	General Labor & Employment Advice -	001-195-60302	281.25
00055	Printables and More (G&W Mark	20270054					1,409.81
	42726	GermanFest Posters and Banners	Invoice	10/02/2026	11x17 Posters	001-195-64600	209.86
					GermanFest Banners	001-195-64600	719.97
					GermanFest Sponsor Banners	001-195-64600	479.98
00603	Puckett Machinery Company	20270055					1,035.00
	WOEN5549270	GENERATOR SERVICE	Invoice	06/30/2026	GENERATOR SERVICE	001-200-57500	1,035.00
00125	Puckett Rents	20270056					808.41
	1212434-0001	PW Rental & Equipment Repair	Invoice	09/04/2026	20 "X.125 Star BL masonry Blade Brick/	001-301-57500	221.20
					Envronmental Fee	001-301-57500	2.80
					Equipment Protection Plan	001-301-64000	19.60
					Plate Compactor Gas Rental	001-301-64000	140.00
	1214411-0001	Portland Cement 94LB Bag	Invoice	09/14/2026	Portland Cement 94LB Bag	001-301-55904	374.48
	1216723-0001	Post, 5FT	Invoice	09/24/2026	Post, 5FT	001-301-50500	50.33
00608	Qualification Targets, Inc.	20270057					630.86
	22605113	QUALIFICATION TARGETS	Invoice	09/17/2026	IPSC-PAPER	001-200-50500	232.86
					TQ-19E AZ	001-200-50500	248.00
					TQ-19-P2	001-200-50500	75.00
					TQ-21-P1	001-200-50500	75.00
00311	Revell Hardware Co., Inc.	20270058					373.20
	15751	PW Tools and Supplies	Invoice	09/09/2026	Bolt Cutter Ace 18"	001-301-91600	34.99
					DW Drill 15PC BLK Set	001-301-50500	16.99
					MTL Cut WHL 4-1/2"7/8"	001-301-50500	12.95
					Proof Coil Chn Glvnz 63'	001-301-50500	229.99
					Slip Hook FS G70	001-301-50500	31.98
	16059	PD Supplies	Invoice	10/05/2026	CM Easy Fire Stapler	001-200-50500	29.98
					Nuts Bolts Fasteners	001-200-50500	1.14
					Staple 3/8" T-50 1250PK	001-200-50500	15.18

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Vendor #	Vendor Name / Payable Number	Docket/Claim # / Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount / Distribution Amount
00057	Robert J Young Company	20270059					1,570.63
	INV8258188	Admin Copier & Overages - Sept. 2026	Invoice	09/27/2026	Admin Copier & Overages - Sept. 2026	001-195-64000	542.62
	INV8258189	LW Copier & Overages - Sept. 2026	Invoice	09/27/2026	LW Copier & Overages - Sept. 2026	001-190-64000	105.87
						001-280-64000	105.87
						001-301-64000	105.88
	INV8258190	PD Copier & Overages - Sept. 2026	Invoice	09/27/2026	PD Copier & Overages - Sept. 2026	001-200-64000	292.65
	INV8258191	Court Copier & Overages - Sept. 2026	Invoice	09/27/2026	Court Copier & Overages - Sept. 2026	001-110-64000	417.74
00651	Shivers Construction Co., LLC	20270060					698.91
	13118	PD Building Repairs	Invoice	09/17/2026	2x2 Flat Panels	001-200-56000	226.41
					Labor	001-200-56000	437.50
					Truck Charge	001-200-56000	35.00
00565	ShredAmerica Mississippi, LLC	20270061					179.90
	504560	Monthly Shredding Service (CH)	Invoice	09/16/2026	Fuel Surcharge	001-195-69900	14.95
					Monthly Shredding Service (CH)	001-195-69900	75.00
	504561	Monthly Shredding Service (PD)	Invoice	09/16/2026	Fuel Surcharge	001-195-69900	14.95
					Monthly Shredding Service (PD)	001-195-69900	75.00
00531	Sip Outdoors, LLC	20270062					309.56
	22393	Cameras and SD Cards	Invoice	10/09/2026	Revveal Tactacam SD Card	001-200-90500	43.98
					Tactacam X Pro Camera	001-200-90500	265.58
00618	Sound Billing, LLC	20270063					125.98
	7632	PW Oil Change	Invoice	10/02/2026	Extra Oil Over 5 Units	001-301-52500	46.00
					Shell Rot T4 Conventional	001-301-52500	71.99
					Shop Service Charge	001-301-52500	7.99
00154	Southern Benefits Administrators	20270064					100.00
	26100502300000	Cafeteria Plan - Oct. 2026	Invoice	10/05/2026	Cafeteria Plan - Oct. 2026	001-195-60003	100.00
00060	Southern Connection Police Supp	20270065					3,939.15
	AR008744	11 UNIFORM ALLOWANCE	Invoice	09/22/2026	BLR FLEXRS COVERT TACT PANTS DRK I	001-200-53500	80.00
					BLR FLEXRS COVERT TACT PANTS DRK I	001-200-53500	80.00
					BLR FLEXRS SSBASE SHIRT DRK NAVY 3	001-200-53500	144.00
					REEBOK REEBOK FUEL FLEX BOA TAC B	001-200-53500	96.00
	AR008830	27 VEST	Invoice	09/24/2026	HI-LITE CARRIER	001-200-53501	865.00
					ODC CROSSOVER CARRIER	001-200-53500	245.67
	AR008991	Glock 47 MOS FXD 5.5LB LE	Invoice	09/29/2026	6360RDS Glock 17/22 X300USTX PLN B	001-200-90200	214.50
					Glock 47 MOS FXD 5.5LB LE	001-200-90200	1,716.00
	AR008993	PD Uniforms	Invoice	09/29/2026	ALEX PAT LTHR BOOTS	001-200-53500	169.00
					MEN'S EDGETEC SLICK PANT-RANGER	001-200-53500	45.00
					NEXBELT BOND CARBON BLACK	001-200-53500	79.99
					RAPID LONG SLEEVE SHIRT	001-200-53500	149.00
					UA BASE 3.0 CREW L/S SHIRT	001-200-53500	54.99
00061	Stantec Consulting Services Inc (S	20270066					1,104.00
	2613626	General Engineering Services - Aug. 20	Invoice	09/11/2026	General Engineering Services - Aug. 20	001-301-60203	1,104.00

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Vendor #	Vendor Name / Payable Number	Docket/Claim # / Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount / Distribution Amount
00251	Stephanie Burton	20270067					326.34
	092026	Court Clerk Conf. Reimbursement	Invoice	09/24/2026	Court Clerk Conf. Reimbursement	001-110-61000	326.34
00265	Stephen Tucker	20270068					181.48
	092026	LFT Markmanship/CQB Reimbursemen	Invoice	09/23/2026	LFT Markmanship/CQB Reimbursemen	001-200-61000	181.48
00274	Stop Stick	20270069					1,127.00
	0044145-IN	STOP STICKS	Invoice	09/29/2026	9' STOP STICK KIT W/ STORAGE BAG - E	001-200-90300	1,127.00
00361	The 20 LLC	20270070					8,355.24
	INVT20LLC-0092564	Anker USB-C Adapter	Invoice	09/18/2026	Anker USB-C Adapter	001-200-50500	13.88
	INVT20LLC-0092565	City Clerk Laptop Chargers	Invoice	09/18/2026	Dell 65W Charger	001-140-91900	26.90
					Lenovo 65W Charger	001-140-91900	20.79
	INVT20LLC-0092566	HPToner	Invoice	09/18/2026	HPToner	001-140-50000	168.18
	INVT20LLC-0092589	Tower UPS 700VA	Invoice	09/22/2026	Tower UPS 700VA	001-195-91900	122.09
	INVT20LLC-0093514	Monthly IT Services	Invoice	10/03/2026	Monthly IT Services	001-195-68800	8,003.40
00181	Thomson Reuters - West Paymen	20270071					802.63
	854197270	Monthly Clear Subscription	Invoice	10/01/2026	Monthly Clear Subscription	001-200-68800	802.63
00270	W.W. Grainger, inc.	20270072					1,211.26
	9044467612	EMA TIE DOWNS/COOLER	Invoice	08/14/2026	CORD STORAGE REEL YELLOW STEEL	001-200-65000	296.42
					MARINE CHEST COOLER	001-200-65000	135.80
					TIE DOWN STRAP E-TRACK RED	001-200-65000	24.69
					TIE DOWN STRAP E-TRACK YELLOW	001-200-65000	14.12
	9073789571	FIRE EXT/TOW STRAP	Invoice	09/09/2026	FIRE EXTINGUISHER 10 LB EXTINGUISH	001-200-90300	87.37
					FIRE EXTINGUISHER 5 LB EXTINGUISHE	001-200-90300	140.00
					FIRE EXTINGUISHER BRACKET FOR 10 E	001-200-90300	62.98
					WINDSOCK KIT NYLON 36 IN LG 10 THF	001-200-90300	108.70
	9073789589	FIRE EXT/TOW STRAP	Invoice	09/09/2026	TOW-ALL TOW STRAP 30FT OVERALL H	001-200-90300	118.22
	9084167288	FIRE EXT/TOW STRAP	Invoice	09/17/2026	WARNING LIGHT EMERGENCY VEHICLE	001-200-90300	222.96
00321	Waste Management of Mississip	20270073					207.71
	3341780-0078-5	PW Trash Pickup - Oct. 2026	Invoice	09/25/2026	PW Trash Pickup - Oct. 2026	001-301-64000	199.00
	3341913-0078-2	PD Trash Pickup - Oct. 2026	Invoice	09/25/2026	PD Trash Pickup - Oct. 2026	001-200-64000	8.71

Total Claims: 73 **Total Payment Amount: 281,674.02**

Gluckstadt, MS

Docket of Claims Register

APPKT01135 - 10/13/26 Claims Docket, Recurring

By Docket/Claim Number

Vendor #	Vendor Name / Payable Number	Docket/Claim # / Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount / Distribution Amount
00166	Andrew Duggar	10132026					120.00
	INV0004332	Sept. P&Z Mtg	Invoice	10/09/2026	Sept. P&Z Mtg	001-190-60103	120.00
00160	Charles Phillips King	10132027					120.00
	INV0004330	Sept. P&Z Mtg	Invoice	10/09/2026	Sept. P&Z Mtg	001-190-60103	120.00
00609	James Lee Sahler	10132028					120.00
	INV0004327	Sept. ARC Mtg	Invoice	10/09/2026	Sept. ARC Mtg	001-190-60103	120.00
00189	Kayce Leigh Saik	10132029					120.00
	INV0004326	Sept. ARC Mtg	Invoice	10/09/2026	Sept. ARC Mtg	001-190-60103	120.00
00452	Lauren Elizabeth Bishop	10132030					120.00
	INV0004334	Sept. P&Z Mtg	Invoice	10/09/2026	Sept. P&Z Mtg	001-190-60103	120.00
00142	Marsha Weems Stacey	10132031					1,200.00
	INV0004339	October Court Services	Invoice	10/09/2026	October Court Services	001-110-60101	1,200.00
00149	Melanie Greer	10132032					240.00
	INV0004328	Sept. ARC Mtg	Invoice	10/09/2026	Sept. ARC Mtg	001-190-60103	120.00
	INV0004333	Sept. P&Z Mtg	Invoice	10/09/2026	Sept. P&Z Mtg	001-190-60103	120.00
00134	Michael Devin Whitt	10132033					1,200.00
	INV0004340	October Court Services	Invoice	10/09/2026	October Court Services	001-110-60201	1,200.00
00139	Mississippi Department of Public	10132034					175.29
	INV0004321	September Court Assessments	Invoice	10/07/2026	September Court Assessments	001-000-33000	175.29
00138	State General Fund (DFA)	10132035					12,316.16
	INV0004320	September Court Assessments	Invoice	10/07/2026	September Court Assessments	001-000-33000	12,316.16

Total Claims: 10 **Total Payment Amount: 15,731.45**

REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF GLUCKSTADT, MISSISSIPPI

Tuesday, September 08, 2026, at 6:00 PM

Minutes

This notice and agenda of the Regular Meeting of the Mayor and Board of Aldermen is hereby given by the undersigned. Said meeting shall be held on Tuesday, September 08, 2026, at 6:00 PM in the Board Room at City Hall, located at 343 Distribution Drive, Gluckstadt, MS 39110.

1. Call Meeting to Order and Roll Call

The Mayor called the September 08, 2026, Regular Meeting of the Mayor and Board of Aldermen to order. The Mayor presented the Notice of Regular Meeting of the Mayor and Board of Aldermen of the City of Gluckstadt, Mississippi, acknowledged by all Aldermen (Exhibit “A”).

Board Members Present: Mayor Walter C. Morrison, Alderman John Taylor, Alderwoman Miya Warfield Bates, Alderman Chip Williams, Alderman Jayce Powell, and Alderwoman Jessie Campbell.

Staff Members Present: City Clerk Lindsay Kellum, Assistant City Clerk Scott Maugh, Deputy City Clerk Chasity Pickett, Public Works Director Chris Buckner, Planning and Zoning Director Caine Dearman, Code Enforcement Officer Christian Hall, Chief of Police Barry Hale, and City Attorney John Scanlon.

2. Opening Prayer and Pledge of Allegiance

Pastor Brooks opened the meeting with prayer.

Alderman Powell led the Pledge of Allegiance.

No action taken.

3. Presented Items

A) Introduction of Todd McAlpin, Candidate for Madison County Court Judge

Todd McAlpin introduced himself to the Board as a candidate for Madison County Court Judge, Place Two. Mr. McAlpin discussed his background in Madison County and his legal experience, including service in the District Attorney's Office and experience handling criminal cases, jury trials, appeals, and matters in circuit, county, and justice courts.

No action taken.

B) Introduction of Carter Smith, Candidate for Circuit Court Judge for Madison and Rankin Counties

Carter Smith introduced himself to the Board as a candidate for Circuit Court Judge, Place One, serving Rankin and Madison Counties. Mr. Smith discussed his legal background, including private practice, service as an assistant district attorney, criminal jury trial experience, and his current position as Deputy General Counsel with the Mississippi Department of Transportation.

No action taken.

C) Introduction of Heavenly Paws Pet Care Services & Community Initiatives

Libby Wiley introduced Heavenly Paws Pet Care Services and discussed the company's in-home pet care services, natural pet treats, and recently launched pet club. She also presented several community initiatives, including local business partnerships, Wags as the organization's community ambassador, and a children's kindness-card program. Ms. Wiley expressed interest in partnering with the City on future pet-friendly and community activities.

No action taken.

4. Approval of Consent Agenda Items

A) Request for Approval, Monthly Claims Docket

B) Request for Approval, August 11th Regular Meeting Minutes and September 1st Special Called Meeting (Public Hearing on Adoption of FY27 Tax Levy and Discussion of Municipal Budget)

C) Requesting Approval for Training and Travel Reimbursement, American Public Works Association Conference (Biloxi, 10/14-10/16, Buckner)

D) Request for Approval of Training, 2026 Winter Municipal Conference (December 9 -11, Flowood, Kellum, Maugh Pickett)

E) Request for Authorization – Disposal of Gluckstadt Road Widening Project Asset

F) Requesting Approval for to Remove Two (2) Credit Card Machines Off Fixed Assets for Court (Tyler Ingenico Lane 3000 and Lane 5000)

G) Requesting Approval to Add a 2007 Toyota Sequoia to City's Fixed Assets (PD Seizure)

H) Requesting Approval for the Mayor to Sign the Axon Contract Renewal that is Proposed in our FY2027 Budget

I) Requesting Approval to Purchase Five (5) GETAC Laptops from Jackson Communications (JAG Grant)

J) Request for Approval to Sponsor the Madison County Business League's 2026 Vision **Luncheon**

The Mayor requested a motion to approve the consent agenda (Exhibit “B”). Alderman Taylor made a motion to approve the consent agenda, and it was seconded by Alderman Williams.

Voting Yea: Alderman Powell, Alderman Williams, Alderwoman Bates, Alderman Taylor, Alderwoman Campbell

The Mayor declared the motion carried.

5. Monthly Budget Report

A) Monthly Budget Report(s)

The Mayor presented the monthly budget report(s) (Exhibit “C”).

No action taken.

B) Monthly Bank Reconciliations

The Mayor presented the monthly bank reconciliations (Exhibit “D”).

No action taken.

C) Discussion and Request for Adoption of FY27 Municipal Budget (12 Mill Tax Levy)

The Mayor requested a motion to approve the FY2027 Municipal Budget as published (Exhibit “E”). Alderman Taylor made a motion to approve the FY2027 Municipal Budget as published, and it was seconded by Alderman Powell.

Voting Yea: Alderman Powell, Alderman Williams, Alderwoman Bates, Alderman Taylor, Alderwoman Campbell

The Mayor declared the motion carried.

6. New Business

The City Clerk presented the 2026 tax roll information received from Madison County and advised that Board approval was required. The Board discussed several property assessment questions, and staff agreed to follow up with the Tax Assessor's Office regarding those matters.

The Mayor requested a motion to approve and adopt the 2026 tax roll information (Exhibit “F”). Alderman Powell made a motion to approve and adopt the 2026 tax roll information, and it was seconded by Alderwoman Bates.

Voting Yea: Alderman Powell, Alderman Williams, Alderwoman Bates, Alderman Taylor, Alderwoman Campbell

The Mayor declared the motion carried.

7. City Clerk, City Administration Matters & Grants Update (Lindsay Kellum)

A) General Administration Update (City Clerk)

The City Clerk updated the board on city administration matters (Exhibit "G").

No action taken.

B) Monthly Privilege License Report (Assistant City Clerk)

The Assistant City Clerk updated the board with the monthly privilege license report (Exhibit "H").

No action taken.

C) Monthly Grant Updates (City Clerk)

The City Clerk updated the board on general grant administration matters and the status of active grants (Exhibit "I").

No action taken.

8. Planning and Zoning Director, P&Z/ Building Matters (Caine Dearman)

A) Planning and Zoning Update

The Planning and Zoning Department Director addressed the board to provide a status update on planning and zoning matters.

No action taken.

B) Request for Extension of Temporary Relief-Wellsprings Church

The Planning and Zoning Director presented Wellsprings Church's request to extend previously granted temporary relief from the city's parking lot paving requirements. The church explained that continued growth had created the need to develop a longer-term site plan and that paving the overflow parking area at this time could result in the pavement being removed for a future building expansion.

Following discussion, the Mayor opened the floor for motions. Alderman Taylor made a motion to grant the requested one-year extension of temporary relief (Exhibit "J"), and it was seconded by Alderwoman Campbell.

Voting Yea: Alderman Powell, Alderman Williams, Alderwoman Bates, Alderman Taylor, Alderwoman Campbell

The Mayor declared the motion carried.

C) Request for Conditional Use-26-044 Spin and Fold

The Mayor and Board were presented with the conditional use request for Spin and Fold, which had been tabled at the August meeting pending additional information regarding the proposed business operations. The Planning and Zoning Director advised that the Planning and Zoning

Commission had recommended approval subject to conditions addressing the floor plan, hours of operation, the ratio of drop-off to self-service business, and termination of the conditional use if the business closes.
The Board discussed proposed operating hours, staffing, self-service access, and the applicant's stated goal of operating primarily as a full-service laundry business.

The Mayor requested a motion regarding the conditional use. Alderwoman Campbell made a motion to approve the conditional use with the conditions recommended by the Planning and Zoning Commission and the additional requirement that the business operate as full-service/drop-off only, with no public self-service laundry use (Exhibit “K”), and it was seconded by Alderman Williams.

Voting Yea: Alderman Powell, Alderman Williams, Alderwoman Bates, Alderman Taylor, Alderwoman Campbell

The Mayor declared the motion carried.

D) Request for Appointment of New Advisory Board Members

The Board discussed vacancies and upcoming appointments to the Architectural Review Committee and Planning and Zoning Commission. Board members were reminded that the Architectural Review Committee is to include one appointment from each Board member. Nominations and appointments are expected to be brought forward at the next regular meeting, with the requested information submitted to the City Clerk in advance.

No action taken.

9. Public Works Director, Public Works Matters (Chris Buckner)

A) Consideration of Awarding Various Term Bids

The Public Works Director presented the results of the City's term bid process. He advised that most awards would be for one-year terms, while asphalt bids would be for six-month terms. Several categories received no bids and may be advertised again with the next asphalt bid cycle.

The Mayor requested a motion to award the various term bids (Exhibit “L”). Alderwoman Campbell made a motion to award the various term bids as presented, and it was seconded by Alderwoman Bates.

Voting Yea: Alderman Powell, Alderman Williams, Alderwoman Bates, Alderman Taylor, Alderwoman Campbell

The Mayor declared the motion carried.

10. Police Chief, Police Department Matters (Chief Barry Hale)

A) General Update, Police Department (Chief Barry Hale)

The Chief of Police updated the board on law enforcement matters.

No action taken.

B) Discussion and Request for Approval to Create the Gluckstadt Police Department Cadet Program (Chief Barry Hale & Officer Laron Simpson).

Chief Hale and Officer Laron Simpson presented a proposal to establish a Gluckstadt Police Department youth cadet program. Officer Simpson explained that the program is intended for high school students and would provide exposure to law enforcement, leadership development, ride-along opportunities, community activities, and related competitions. The program would be supported through fundraising and donations.

The Board and legal counsel discussed the proposed nonprofit affiliation, liability coverage, officer participation, and the need to revise program documents so that the City of Gluckstadt is appropriately identified and protected. Legal counsel recommended that the final agreements and hold-harmless provisions be reviewed and approved before implementation.

The Mayor requested a motion to approve the creation of the Gluckstadt Police Department Cadet Program, subject to legal review and approval of the program documents (Exhibit “M”). Alderwoman Campbell made a motion to approve the creation of the Gluckstadt Police Department Cadet Program, subject to legal review and approval of the program documents, and it was seconded by Alderman Taylor.

Voting Yea: Alderman Powell, Alderman Williams, Alderwoman Bates, Alderman Taylor, Alderwoman Campbell

The Mayor declared the motion carried.

11. Public Comment

No members of the public signed up to address the board.

12. Closed Session to Determine Need for Executive Session

13. Adjourn

Alderman Powell made a motion to adjourn, and it was seconded by Alderman Williams.

Voting Yea: Alderman Powell, Alderman Williams, Alderwoman Bates, Alderman Taylor, Alderwoman Campbell

The Mayor declared the motion carried.

ATTEST: DATE:

_____ _____

LINDSAY D. KELLUM
CITY CLERK

WALTER C MORRISON, IV
MAYOR

[Seal]

CITY OF GLUCKSTADT

MISSISSIPPI
OFFICE OF THE POLICE DEPARTMENT
140 Gluckstadt Way, Gluckstadt, Mississippi 39110

MEMORANDUM

To: **Mayor & Board of Alderman**

From: **Barry Hale, Police Chief**

Date: **October 05, 2026**

Subject: **Requesting approval to purchase two (2) Ford Explorers and one (1) Ford F-150.**

I'm requesting approval to purchase two (2) Ford Explorer PPV's and one (1) Ford F-150 PPV. All three vehicles are listed on state contract (contract # 8200088575). The Ford Explorer PPV is listed at $45,843.00 x 2 and the Ford F-150 PPV is listed at $46,611.00. The total for all three vehicles will be $138,297.00.

Sincerely,
Barry Hale

Chief of Police
Gluckstadt Police Department

October 03, 2026 8:36 AM

Mac Haik

Proposal Prepared For

Gluckstadt Police Dept
140 Gluckstadt Way
Gluckstadt MS 39110
barry.hale@gluckstadt.net
(601) 882-4038

2027 FORD EXPLORER PPV

.
Trim
Exterior
Interior
Miles 0

Your Deal Breakdown

MSRP / Market Value	$0.00
Market Adjustment	$45,833.00
Selling Price	$45,833.00
Sales Sub Total	$45,833.00
State Taxes And Fees	$0.00
Title Fee	$10.00
Doc Fee	$0.00
Final Price	**$45,843.00**

Guest Signature

Manager Signature

Trade allowance subject to change upon in person inspection.

This quote is for the 3.0 V6 Ecoboost motor
vinyl rear seats

Your Sales Consultant

COLLIN BINGHAM
cbingham@drivejacksonford.com
(601) 640-0285

October 05, 2026 10:57 AM

Mac Haik

Proposal Prepared For

Gluckstadt Police Dept
140 Gluckstadt Way
Gluckstadt MS 39110
barry.hale@gluckstadt.net
(601) 882-4038

2027 FORD 150 PPV

•
Trim
Exterior
Interior
Miles 0

Your Sales Consultant



COLLIN BINGHAM
cbingham@drivejacksonford.com
(601) 640-0285

Your Deal Breakdown

MSRP / Market Value	$0.00
Market Adjustment	$46,601.00
Selling Price	$46,601.00
Sales Sub Total	$46,601.00
State Taxes And Fees	$0.00
Title Fee	$10.00
Doc Fee	$0.00
Final Price	**$46,611.00**

Guest Signature

Manager Signature

Trade allowance subject to change upon in person inspection.

THIS INCLUDES FOLLOW
REMOTE KEYLESS ENTRY 67P
RUNNING BOARDS 18B

STANDARD/OPTIONAL EQUIPMENT FORM

2026-2027 STATE POLICE VEHICLE CONTRACT

DESCRIPTION: **SUV, AWD, POLICE INTERCEPTOR PPV**
VENDOR: **JACKSON MAC HAIK FORD**
ITEM NO.: **07180-46-0508**
YR/MAKE/MODEL: **2027 FORD EXPLORER PPV AWD**
ENGINE: **3.3L V6**
PRICE INCLUDING TITLE FEE: $43,245.00

Miles per Gallon	
City	
Hwy	
Combined	

Contract No:	8200088575
Contact Person:	Collin Bingham
Email:	cbingham@machakms.com
Phone:	769-286-0355

LIST FACTORY COLORS AVAILABLE AT NO CHARGE:
RED BLACK GRAY SILVER BLUE GREEN WHITE

THE COLOR RED CAN ONLY BE USED FOR:
Fire Department, Fire & Rescue

LIST FACTORY COLORS AT ADDITIONAL CHARGE:
PRICE$ NONE

NOTICE: IF NO COLOR IS SPECIFIED THE VEHICLE WILL BE ORDERED WHITE.

WARRANTY INFORMATION
BASIC WARRANTY 3yr 36,000 miles
POWERTRAIN WARRANTY 5yr 100,000 miles

Delivery: $2.25 per mile from dealership to agency
Delivery Method: Vehicle will be driven by a dealership employee.
Vendor Liability: Vendor is liable for any damages that occur during delivery until the vehicle arrives at the agency destination.
Agency Inspection: Agency shall conduct a full inspection of the vehicle prior to acceptance of delivery.

ITEM	OPTION CODE	DEALER COST	INDICATE ADDITIONAL OPTIONS
List optional engines:			
3.0L V-6 Ecoboost Engine	99C	$2,679	
STANDARD EQUIPMENT			
ACC. Feed Wire: M/F Conn. 2-Way Radio Pre-Wire	INC	INC	
Air Conditioning	INC	INC	
Radio: AM/ FM Stereo	INC	INC	
Radio Noise Suppression Package	INC	INC	
Drive: AWD	INC	INC	
Seats: Cloth F & R	INC	INC	
Spotlight: 6" Left Side WS Pillar Mntd: Factory Mnt.	INC	INC	
Power Windows and Locks	INC	INC	
Speed Control	INC	INC	
Full-size Spare	INC	INC	
Automatic Transmission	INC	INC	
Hands Free Capability	INC	INC	

ADDITIONAL OPTIONS	REQUIRED OPTION CODE	COST OF OPTION	INDICATE ADDITIONAL OPTIONS
Police Upgrd Pkg- Inc. Carpet F&R, Center Console, Pntd Alum Wheels	65U	$620	
Ultimate Wiring Package	67U	$602	
Deflector Plate	76D	$320	
Rear door handles controls inoperable/locks inoperable (without 52P)	68G	$94	
12.1 Integrated Computer Screen	47E	$3,478	
Vinyl Rear Seats		($81)	

Please sign and return with quotes of approved options

X

STATE OF MISSISSIPPI
GOVERNOR TATE REEVES

DEPARTMENT OF FINANCE AND ADMINISTRATION
LIZ WELCH EXECUTIVE
DIRECTOR

Mr. Robert Jobe
Jackson Mac Haik Ford
6130 I-55 North
Jackson, MS 39211

September 11, 2026

Award Letter – Vehicle Bid Solicitation #3160008214

Dear Mr. Jobe,

The Mississippi Department of Finance and Administration has reviewed all vehicle bids. Jackson Mac Haik Ford has been **tentatively awarded** the vehicle listed below for the 2026-2027 Vehicle contract year, pending your confirmation that each vehicle meets the required specifications. Be sure to submit the **manufacturer-provided Standard Equipment Form** along with this completed form.

Please:

1. **Accept or Decline** the award.
2. Enter the actual **Year / Make / Model** and confirm the **Amount** in the blanks provided. This is a fillable document. You can type or print the required information.
3. Sign and return this form by the specified due date.
4. Provide **Standard Equipment Forms** verifying all specifications that are met.
5. Notify us in writing immediately if any vehicle does not meet the requirements.

Vehicle Award Section

Vehicle Type: FORD POLICE INTERCEPTOR PPV SUV AWD

- Accept ☑ Decline ☐
- Product Category Code: 07180460508
- Year / Make / Model:2027 Ford Police Interceptor Utility AWD
- Amount: $43,245.00
- Standard Equipment Form Attached ☑

Vehicle Award Section

Vehicle Type: FORD EXPEDITION SSV 4WD SUV

- Accept ☑ Decline ☐
- Product Category Code: 07180461506
- Year / Make / Model:2027 Ford Expedition SSV
- Amount: $51,843.00
- Standard Equipment Form Attached ☑

Vehicle Award Section

Vehicle Type: FORD F150 PPV 4WD CREW CAB

- Accept ☑ Decline ☐
- Product Category Code: 07180462579
- Year / Make / Model:2027 Ford Police F150 PPV
- Amount: $46,037.00
- Standard Equipment Form Attached ☑

Vendor Confirmation

☑ Standard Equipment Form Attached

Vendor Acceptance

By signing below, you confirm that the vehicles awarded meet all listed specifications (or that you have declined where noted). Please return via email to Scott.Myrick@dfa.ms.gov and Lance.Fulcher@dfa.ms.gov by **Tuesday, September 15th.**

Scott Myrick, *Director- SVA*

Fleet Manag

Signature: [redacted] Date: _9-14-26_____

Printed Nam[redacted]

General Manag

Signature: [redacted] Date: _9-14-26_____

Printed Name: [redacted]

STATE OF MISSISSIPPI

VENDOR INFORMATION
Vendor Number : 3102060947
Vendor :
JACKSON MAC HAIK F LTD
MAC HAIK FORD
6130 I-55 N
JACKSON MS 39211

Contact Name : Robert Jobe
Tel Number : (662) 590-3561
Fax Number :
Email : robertjobe23@gmail.com

CONTRACT INFORMATION	
Contract Number	: 8200088575
Agency Contract Identifier	: 1130-27-C-SWCT-00605
Contract Type	: Statewide Contract
Contract Description	: N/A
Contract Valid Dates	: 10/01/2026 - 06/30/2027
Total Value	: N/A
Distributors	: Yes
Delivery Days	: 0

SHIPPING ADDRESS

BUYER INFORMATION
Contact Person : Scott Myrick
Telephone :
Fax :
E-mail : SCOTT.MYRICK@DFA.MS.GOV

Notice to Vendor :
State of Mississippi
2026-2027 Police Vehicle Contract
8200088575
Jackson Mac Haik Ford LTD
October 1, 2026, through June 30, 2027

Item	Qty	Unit	Price Per Unit	Description	Delivery / Required Date
		Retention	Product Number/ Supplier Product	Discount	Amount
# 4	N/A	EA	$ 43,245.00	SUV AWD, 4 DOOR, FORD POLICE INTECEP PPV	-
		0.00 %	7180460508	0.00	N/A
Distributor : JACKSON MAC HAIK F LTD					
# 5	N/A	EA	$ 51,843.00	SUV LG UTL 4WD 4 DR SPEC SERV FORD EXPED	-
		0.00 %	7180461506	0.00	N/A
Distributor : JACKSON MAC HAIK F LTD					
# 11	N/A	EA	$ 46,037.00	FORD F-150 CREW CAB 4WD PPV	-
		0.00 %	7180462579	0.00	N/A
Distributor : JACKSON MAC HAIK F LTD					
# 17	N/A	EA	$ 0.00	Option	-
		0.00 %		0.00	N/A
Distributor : JACKSON MAC HAIK F LTD					
# 18	N/A	AU	$ 0.00	Delivery	-
		0.00 %		0.00	N/A

Contract number : 8200088575				**Vendor** : Jackson Mac Haik F LTD	
Contract Type : Statewide Contract				**Agency Contract ID** : 1130-27-C-SWCT-00605	
Item	**Qty**	**Unit**	**Price Per Unit**	**Description**	**Delivery / Required Date**
		Retention	**Product Number/ Supplier Product**	**Discount**	**Amount**
Distributor : JACKSON MAC HAIK F LTD					

Distributors :

ID : 3102060947
JACKSON MAC HAIK F LTD
MAC HAIK FORD
6130 I-55 N
JACKSON MS 39211
Telephone : (601) 640-0201231
Fax :

CITY OF GLUCKSTADT

MISSISSIPPI
OFFICE OF THE POLICE DEPARTMENT
140 Gluckstadt Way, Gluckstadt, Mississippi 39110

MEMORANDUM

To: **Mayor & Board of Alderman**

From: **Barry Hale, Police Chief**

Date: **October 09, 2026**

Subject: Request approval of the Special Circumstances approval form for sole source purchase of Axon (taser equipment).

The Axon contract was signed by the mayor on September 09, 2026, after board approval for the mayor to sign. The equipment is also in the budget for fiscal year 2026-2027.

Sincerely,
Barry Hale

Chief of Police
Gluckstadt Police Department

CITY OF GLUCKSTADT
SPECIAL CIRCUMSTANCES APPROVAL FORM

This form must be completed and submitted when requesting authority to purchase under any of the following special circumstances: Emergency Purchase, Sole-Source Purchase, and Exemption from State Contract.

Department Submitting Request:
Police Department

Date: 10/08/2026

Type of Special Circumstance:

_____ Emergency Purchase _____X_____ Sole-Source Purchase

_____ Exemption from State Contract

PLEASE NOTE THAT SOLE-SOURCE PURCHASES, AND EXEMPTIONS FROM STATE CONTRACT PURCHASES REQUIRE PRIOR APPROVAL. REQUESTS FOR APPROVAL OF EMERGENCY PURCHASES MAY BE MADE AFTER THE PURCHASE HAS BEEN MADE.

JUSTIFICATION

Please submit a justification in sufficient detail so that a person not familiar with the situation could be expected to understand the need to forego the normal purchasing procedure. The justification can be typed on the back of this form or submitted on an attached sheet. Consider the following questions when preparing the justification:

Emergency:

- Does it fall under the definition of an emergency set forth in the Purchasing Policy?
- What happened to cause the emergency?
- What would be the negative consequences of following normal purchasing procedures?

Sole Source:

- Do other companies make similar commodities that will do the same job or meet the same goals?
- How is this item unique from all others?
- What can this item do that the others can't?

- Is there a copyright or patent on the commodity? Is this item available from other distributors?

Exemption from State Contract:

- What is the state contract price for a comparable item?
- Is the quality level equal to or better than that on contract?
- What are the transportation costs?
- Have all applicable costs been included in the evaluation?

JUSTIFICATION

Attach an additional page if needed. Remember to submit two copies of all applicable attachments.

On the September 8th, 2026, board meeting, approval for an updated contract with Axon Enterprise was received to upgrade our less lethal systems and training infrastructure. Once the Mayor had signed, the contract was forwarded to the department's Axon representative. A purchase order was not requested at that time as the funds would not be available until fiscal year 2027. Axon, misbelieving that the contract was all that was needed, preemptively shipped a portion of the order to the department prior to the first board meeting in October, 2026 when a purchase order could have been requested.

Axon Enterprises has been previously designated by the Board as a Sole-Source provider of Taser systems, as it is not available through a distributor and is patented (U.S. No. 7,234,262) technology.

CERTIFICATIONS

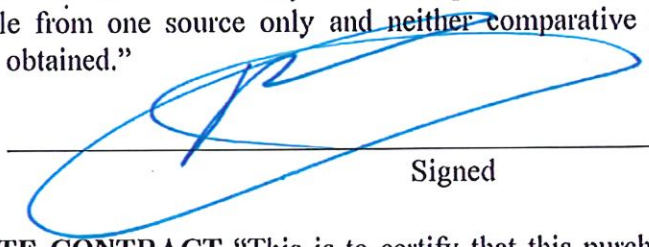
As per the Purchasing Policy the certification for an emergency purchase must be signed by the executive head of the requesting agency. Other certifications should be signed by the individual responsible for the justification.

a. **EMERGENCY PURCHASE** "This is to certify that an extreme emergency existed to such an extent that delay incident to obtaining competitive quotations would have resulted in loss and/or harm to the agency."

_____

Signed

b. **SOLE-SOURCE PURCHASE** "This is to certify that this purchase covers a commodity which is available from one source only and neither comparative nor competitive quotations can be obtained."



Signed

c. **EXEMPTION FROM STATE CONTRACT** "This is to certify that this purchase covers a commodity which is available by a non-state vendor for an equal or lesser value.

Signed

Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic (800) 978-2737
International: +1.800 978.2737

Q-846711-46268CW
Issued: 03/03/2026
Quote Expiration: 09/11/2026
Estimated Contract Start Date: 11/01/2026
Account Number: 514859
Payment Terms: N30
Mode of Delivery: AUTO-SDA
Credit/Debit Amount: $0.00

SHIP TO	BILL TO	SALES REPRESENTATIVE	PRIMARY CONTACT
Gluckstadt PD 343 Distribution Dr Madison, MS 39110-8744 USA	Gluckstadt Police Dept - MS 343 Distribution Dr Madison MS 39110-8744 USA Email:	Caitlin Witherth Phone: (774) 823-4608 Email: cwitherth@axon.com Fax:	Barry Hale Phone: 769-225-0152 Email: barry.hale@gluckstadt.net Fax: 769-597-2313

Quote Summary

Program Length	60 Months
TOTAL COST	$109,103.45
ESTIMATED TOTAL W/ TAX	$109,103.45

Discount Summary

Average Savings Per Year	$8,299.72
TOTAL SAVINGS	$41,498.62

Payment Summary

Date	Subtotal	Tax	Total
Oct 2026	$21,820.69	$0.00	$21,820.69
Oct 2027	$21,820.69	$0.00	$21,820.69
Oct 2028	$21,820.69	$0.00	$21,820.69
Oct 2029	$21,820.69	$0.00	$21,820.69
Oct 2030	$21,820.69	$0.00	$21,820.69
Total	$109,103.45	$0.00	$109,103.45

Quote Unbundled Price:	$150,603.60
Quote List Price:	$110,398.80
Quote Subtotal:	$109,103.45

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100553	Transfer Balance - Software and Services	1	1		$1.00	($554.67)	($554.67)	$0.00	($554.67)
100552	Transfer Balance - Goods	1	1		$1.00	($538.68)	($538.68)	$0.00	($538.68)
100031	TASER 10 Certification Pro Plan	16	60	$150.21	$103.33	$138.33	$103,996.80	$0.00	$103,996.80
A la Carte Services									
102597	TASER CEW + VR Instructor Cert + VR Implementation (2-Day)	1	1		$6,400.00	$6,400.00	$6,400.00	$0.00	$6,400.00
Total							$109,103.45	$0.00	$109,103.45

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
TASER 10 Certification Pro Plan	100122	Axon VR - Headset - Battery	1	1	10/01/2026
TASER 10 Certification Pro Plan	100126	Axon VR - Tactical Bag	1	1	10/01/2026
TASER 10 Certification Pro Plan	100350	Axon TASER 10 - Handle - Yellow Class 3R	16	2	10/01/2026
TASER 10 Certification Pro Plan	100354	Axon TASER 10 - Magazine - Half Training Blue	4	1	10/01/2026
TASER 10 Certification Pro Plan	100356	Axon TASER 10 - Magazine - Inert Red	16	1	10/01/2026
TASER 10 Certification Pro Plan	100359	Axon TASER 10 - Cartridge - Live	320	1	10/01/2026
TASER 10 Certification Pro Plan	100360	Axon TASER 10 - Cartridge - Half	160	1	10/01/2026
TASER 10 Certification Pro Plan	100361	Axon TASER 10 - Cartridge - Inert	160	1	10/01/2026
TASER 10 Certification Pro Plan	100391	Axon TASER - Cleaning Kit	1	1	10/01/2026
TASER 10 Certification Pro Plan	100811	Axon TASER 10 - Holster - Safariland RH	16	1	10/01/2026
TASER 10 Certification Pro Plan	100823	Enhanced Hook-and-Loop Training (HALT) Suit (V2)	1	1	10/01/2026
TASER 10 Certification Pro Plan	100748	Axon VR - Controller - TASER 10	1	1	10/01/2026
TASER 10 Certification Pro Plan	100832	Axon VR - Controller - Handgun VR16H	1	1	10/01/2026
TASER 10 Certification Pro Plan	101122	Axon VR - Holster - TASER 10 Safariland Gray - RH	1	1	10/01/2026
TASER 10 Certification Pro Plan	101123	Axon VR - Holster - TASER 10 Safariland Gray - LH	1	1	10/01/2026
TASER 10 Certification Pro Plan	101284	Axon VR - Tablet	1	1	10/01/2026
TASER 10 Certification Pro Plan	101300	Axon VR - Tablet Case	1	1	10/01/2026
TASER 10 Certification Pro Plan	101455	Axon TASER 10 - Replacement Toolkit - Interposer Bucket	1	1	10/01/2026
TASER 10 Certification Pro Plan	101456	Axon TASER 10 - Replacement Interposer Bucket	1	1	10/01/2026
TASER 10 Certification Pro Plan	101751	Axon VR - Headset - HTC Focus Vision	1	1	10/01/2026
TASER 10 Certification Pro Plan	101755	Axon TASER 10 - Magazine - Live Duty Black	16	1	10/01/2026
TASER 10 Certification Pro Plan	101757	Axon TASER 10 - Magazine - Live Training Purple	16	1	10/01/2026
TASER 10 Certification Pro Plan	102163	Axon TASER 10 - Command Box	1	1	10/01/2026
TASER 10 Certification Pro Plan	102369	Axon VR - Multi User Room Marker	2	1	10/01/2026
TASER 10 Certification Pro Plan	20018	Axon TASER - Battery Pack - Tactical	2	1	10/01/2026
TASER 10 Certification Pro Plan	20018	Axon TASER - Battery Pack - Tactical	16	1	10/01/2026

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
TASER 10 Certification Pro Plan	70033	Axon Body - Dock Wall Mount - Bracket Assembly	1	1	10/01/2025
TASER 10 Certification Pro Plan	71019	Axon Body - Dock Power Cord - North America	1	1	10/01/2025
TASER 10 Certification Pro Plan	74200	Axon TASER - Dock - 8-Bay Base Core	1	1	10/01/2025
TASER 10 Certification Pro Plan	80387	Axon TASER - Target - Conductive Professional Rugged Pad	1	1	10/01/2025
TASER 10 Certification Pro Plan	80393	Axon TASER - Target Frame - Professional 27.5 in X 75 in	1	1	10/01/2025
TASER 10 Certification Pro Plan	100420	Axon TASER 10 - Cartridge - Bulk	130	1	10/01/2027
TASER 10 Certification Pro Plan	100430	Axon TASER 10 - Cartridge - Bulk	130	1	10/01/2028
TASER 10 Certification Pro Plan	100210	Axon VR - TAP Refresh 1 - Tablet	1	1	04/01/2029
TASER 10 Certification Pro Plan	101009	Axon VR - TAP Refresh 1 - Handgun Controller	1	1	04/01/2029
TASER 10 Certification Pro Plan	101012	Axon VR - TAP Refresh 1 - TASER Controller	1	1	04/01/2029
TASER 10 Certification Pro Plan	20373	Axon VR - TAP Refresh 1 - Headset	1	1	04/01/2029
TASER 10 Certification Pro Plan	100430	Axon TASER 10 - Cartridge - Bulk	130	1	10/01/2029
TASER 10 Certification Pro Plan	100430	Axon TASER 10 - Cartridge - Bulk	130	1	10/01/2030

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
TASER 10 Certification Pro Plan	101180	Axon TASER - Data Science Program	16	11/01/2026	10/31/2031
TASER 10 Certification Pro Plan	20248	Axon TASER - Evidence.com License	16	11/01/2026	10/31/2031
TASER 10 Certification Pro Plan	20248	Axon TASER - Evidence.com License	1	11/01/2026	10/31/2031
TASER 10 Certification Pro Plan	20370	Axon VR - User Access - Full VR	16	11/01/2026	10/31/2031

Services

Bundle	Item	Description	QTY
TASER 10 Certification Pro Plan	100751	Axon TASER 10 - Replacement Access Program - Duty Cartridge	16
TASER 10 Certification Pro Plan	101193	Axon TASER - On Demand Certification	16
A la Carte	102597	TASER CEW + VR Instructor Cert + VR Implementation (2-Day)	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
TASER 10 Certification Pro Plan	100197	Axon VR - Ext Warranty - Headset	1	10/01/2027	10/31/2031
TASER 10 Certification Pro Plan	100213	Axon VR - Ext Warranty - Tablet	1	10/01/2027	10/31/2031
TASER 10 Certification Pro Plan	100705	Axon TASER 10 - Ext Warranty - Handle	16	10/01/2027	10/31/2031
TASER 10 Certification Pro Plan	101007	Axon VR - Ext Warranty - TASER Controller	1	10/01/2027	10/31/2031
TASER 10 Certification Pro Plan	101008	Axon VR - Ext Warranty - Handgun Controller	1	10/01/2027	10/31/2031
TASER 10 Certification Pro Plan	80374	Axon TASER - Ext Warranty - Battery Pack T7/T10	2	10/01/2027	10/31/2031
TASER 10 Certification Pro Plan	80374	Axon TASER - Ext Warranty - Battery Pack T7/T10	16	10/01/2027	10/31/2031
TASER 10 Certification Pro Plan	80399	Axon TASER - Ext Warranty - Dock Six-Bay T7/T10	1	10/01/2027	10/31/2031

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	343 Distribution Dr	Madison	MS	39110-8744	USA
2	343 Distribution Dr	Madison	MS	39110-8744	USA

Payment Details

Oct 2026 Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	102597	TASER CEW + VR Instructor Cert + VR Implementation (2-Day)	1	$5,400.00	$0.00	$5,400.00
Annual Payment 1	C00031	TASER 10 Certification Pro Plan	16	$16,714.04	$0.00	$16,714.04
Transfer Value	100552	Transfer Balance - Goods	1	($538.68)	$0.00	($538.68)
Transfer Value	100553	Transfer Balance - Software and Services	1	($554.67)	$0.00	($554.67)
Total				$21,820.69	$0.00	$21,820.69

Oct 2027 Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	C00031	TASER 10 Certification Pro Plan	16	$21,820.69	$0.00	$21,820.69
Total				$21,820.69	$0.00	$21,820.69

Oct 2028 Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	C00031	TASER 10 Certification Pro Plan	16	$21,820.69	$0.00	$21,820.69
Total				$21,820.69	$0.00	$21,820.69

Oct 2029 Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	C00031	TASER 10 Certification Pro Plan	16	$21,820.69	$0.00	$21,820.69
Total				$21,820.69	$0.00	$21,820.69

Oct 2030 Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 5	C00031	TASER 10 Certification Pro Plan	16	$21,820.69	$0.00	$21,820.69
Total				$21,820.69	$0.00	$21,820.69

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote

Exceptions to Standard Terms and Conditions

Agency has existing contract(s) originated via Quote(s):
Q-385731, Q-556707

Agency is terminating those contracts effective 11/1/2026. Any changes in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Transfer Balance of -$1,293.35

Any credits contained in this quote are contingent upon payment in full of the following amounts:
Pending Billing - Q-385731 - 6/1/2026 - $7,200.01
Pending Billing - Q-556707 - 6/1/2026 - $3,846.24

Rewrite Estimates
Estimated Amounts and Contract Terminations. Any amounts stated as due under existing or terminated contracts — including contract transfer balances carried forward to new or pending contracts — are estimates based on payments received as of the calculation date. These estimates may be adjusted if new contracts are not executed on the anticipated dates or if expected payments are not made.

Refresh Shipment Timing
Technology Assurance Plan (TAP) Refresh Prior to Renewal. For Customers with expiring agreements that include TAP refresh rights, Axon may, in its discretion, ship refresh hardware under the existing contract while renewal or replacement agreements are in progress. Any such shipments will be deemed made under the terms of the existing contract until the new contract is fully executed, after which any applicable updates, fees, or adjustments will apply.

Shipment Timing
Shipment Variance. Estimated shipment dates are provided for planning purposes only and are not guarantees. Axon may ship hardware before or after the estimated shipment date, and failure to meet an estimated shipment date will not, by itself, constitute a breach, provided Axon uses commercially reasonable efforts to meet estimated shipment dates.

Walter Momori

Signature

9/9/24

Date Signed

9/3/2026

MAYOR
Walter C. Morrison, IV.
CITY CLERK
Lindsay Kellum
POLICE CHIEF
Barry Hale
MUNICIPAL COURT CLERK
Stephanie Burton
PLANNING & ZONING ADMINISTRATOR
Caine Dearman
BUILDING OFFICIAL & CODE ENFORCEMENT
Christian Hall
PUBLIC WORKS
Chris Buckner

CITY OF GLUCKSTADT

MISSISSIPPI

343 DISTRIBUTION DRIVE
GLUCKSTADT, MS 39110

ALDERMEN

Miya Bates

Jessie Campbell

Jayce Powell

John Taylor

Chip Williams

FINAL ACCEPTNACE FROM LPA TO CONTRACTOR

10/7/2026
Dickerson & Bowen, Inc.
ATTN: Clint Estess
P.O. Box 1008
Brookhaven, MS 39602-1008

Re: Final Acceptance
PROJECT NO: STP-7023-00(001)LPA/109645-701000
COUNTY: Madison

Dear *Sir/Madam*:

Reference is made to your contract with the City of Gluckstadt, known as Local Surface Transportation Program Project No. STP-7023-00(001)LPA/109645, Madison County, has been satisfactorily completed and said work is hereby officially accepted by the undersigned, effective April 8, 2026.

This acceptance terminates your contract and releases you of any further obligations to the City of Gluckstadt.

Sincerely,

Walter C Morrison, IV
Mayor

Cc:
State LPA Engineer – MDOT 77-01
State Construction Engineer – MDOT 73-01
Central Records – MDOT 89-01
District Engineer – MDOT
District LPA Coordinator – MDOT
Stantec

RECEIVED
City of
Gluckstadt
9/30/26 SM,
Deputy City
Clerk

CITY OF GLUCKSTADT

MISSISSIPPI
OFFICE OF THE CITY CLERK

MEMORANDUM

TO: Mayor & Board of Aldermen

FROM: Lindsay Kellum, City Clerk

DATE: 9/30/2026

SUBJECT: Request for Deposit of Funds, Postage Account, United States Postal Service

I am requesting board approval to send a check in the amount of $1800.00 to the United States Postal Service to replenish our postage account.

The adopted FY26 budget for General Administration, Postage is $5800.00 and has not been depleted to date.

Thank you.

Use Account #106001107148

From: Chasity Pickett
To: Lindsay Kellum
Subject: For your approval - Please let me know if it"s too wordy or too much information. I will attach the supporting documents to the approved email.
Date: Wednesday, October 7, 2026 8:29:23 AM
Attachments: image.png

Good morning,

Thank you for enrolling in the City of Gluckstadt's FLEX Spending benefit for medical and/or childcare expenses through Southern Administrators & Benefit Consultants, Inc. (SABC) Attached are guides explaining plan procedures, how to file a claim, and card activation instructions, as well as SABC's privacy statement.

New funds will be available no earlier than October 15, 2026. The Board of Aldermen is scheduled to consider approval of the pre-fund deposit on October 13. Following approval, the City plans to make the deposit on October 14. Availability will depend on the completion and processing of that deposit.

If you already have a FLEX card, your new funds will be added to your existing card once funding is available. If this is your first year participating and you elected a card, you will receive your card by mail. Please follow the attached instructions to activate them online. Your member number is **023 followed by your Social Security number/employee number**, as indicated by SABC.

For questions about your account, card activation, or claims, please contact Candice Ellison, SABC Claims/Customer Service Manager, at **cellison@sabcflex.com**.

Chasity C. Pickett
Deputy City Clerk & Human Resource Officer, City of Gluckstadt
P.O. Box 2210
Madison, MS 39130
(769) 567-2306
chasity.pickett@gluckstadt.net

CITY OF GLUCKSTADT

MISSISSIPPI
OFFICE OF THE POLICE DEPARTMENT
140 Gluckstadt Way, Gluckstadt, Mississippi 39110

MEMORANDUM

September 25, 2026

To: LT. Tucker

From: Sgt. Huff

Re: Basic Breaching Course

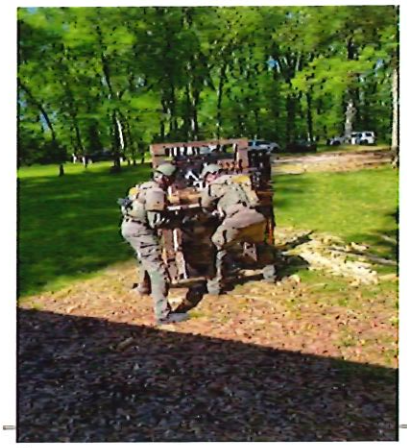
On November 17, 2026 MELOTA will be hosting a manual tool basic breaching course. The course will cover the Physics of Forcible entry, Forcible entry tool selection, Anatomy, construction, and assessment of structures and doors, Systematic approaches to irons work, Inward and Outward swinging doors Drop bars, slide bolts, and padlocks through classroom and hands on skill testing.

The course costs $415

No lodging or meals required

Respectfully,

Eric Huff
Gluckstadt Police Department





BASIC BREACHING COURSE
November 17, 2026
MLEOTA

COURSE DESCRIPTION

This course provides students with the principles and tools needed for breaching utilizing manual tools. Upon completion of the course the student will be able to assess and determine the correct breaching tool and technique to be used, then functionally force entry using the principles taught in the course. This course will consist of classroom lectures, forcible entry skill stations, and team entry in structures while wearing full entry gear. Instructors for this course have over 20 years of forcible entry training and real-world experience. They also design and manufacture some of the most sought-after tools and props utilized for forcible entry. These instructors have taught thousands of forcible entry technicians at the federal, state, and local levels all over the south and are renowned in their field.

Course topics:

- The Physics of Forcible entry
- Forcible entry tool selection
- Anatomy, construction, and assessment of structures and doors
- Systematic approaches to irons work
- Inward and Outward swinging doors
- Drop bars, slide bolts, and padlocks

Registration

Equipment List:

- Tactical Utility Uniform: Must consist of long sleeves and long pants
- Duty boots, helmet, gloves & ear, and eye protection
- Tactical Body Armor
- Load bearing gear
- Departmental breaching tools

Course fee: $415.00
Lodging: $40.00 per night – Contact Barbara Lloyd at 601-933-2101
Meals: $10.00 per meal – Contact Barbara Lloyd at 601-933-2101

To successfully complete this course and earn a certificate, students must be present every day, attend every block of instruction, complete all required practical exercises. If you have any questions or require any additional information, please contact Chad Ponder at 601-953-7056 (cell) or email cezar2@aol.com

CITY OF GLUCKSTADT

MISSISSIPPI
OFFICE OF THE POLICE DEPARTMENT
140 Gluckstadt Way, Gluckstadt, Mississippi 39110

MEMORANDUM

To: **Mayor & Board of Alderman**

From: **Barry Hale, Police Chief**

Date: **October 02, 2026**

Subject: Requesting Approval for Training and Travel Reimbursement to attend the 2026 MACP Winter Conference (Hale, Barry).

I'm requesting approval for training and travel reimbursement to attend the 2026 MACP Winter Conference from December 15-18 in Starkville, MS. The cost of the conference will be $375.00.

Sincerely,
Barry Hale

Chief of Police
Gluckstadt Police Department

INVOICE 31

Mississippi Association of Chiefs of Police
1723 University Ave STE B #367
Oxford, Mississippi 38655

Gluckstadt Police Department
Barry Hale
140 Gluckstadt Way
Gluckstadt, Mississippi 39110
barry.hale@gluckstadt.net

Invoice #	31
Invoice Date	10/02/2026
Invoice Due	Due Upon Receipt

Amount Due	**$ 375.00**

Transactions

Description	Amount
Barry Hale: Registration Fee - Current Member Registration - $375.00	$ 375.00

Total Amount	**$ 375.00**
Amount Paid	**-$ 0.00**
Amount Due	**$ 375.00**

Gluckstadt Mississippi 39110

THE CITY OF GLUCKSTADT PRESENTS

Germanfest

German roots. A hometown celebration.



SUNDAY / 2026

October 25

11 AM - 5 PM

AT THE CORNER OF

Gluckstadt Way &
Calhoun Station Parkway

GERMAN FOOD / LIVE MUSIC / FAMILY FUN

Music by the Delta Krauts | Kids Zone

Stein Holding Contest | Miss Germanfest Pageant

City of Glückstadt
Incorporated 2021

CELEBRATE WITH US

gluckstadtms.org

VISIT MISSISSIPPI

THE CITY OF GLUCKSTADT PRESENTS

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SUNDAY / 2026

October 25

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Gluckstadt Way & Calhoun Station Parkway

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Live music by the Delta Krauts

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SUNDAY

OCTOBER

25

2026



THE FESTIVITIES

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to

5 PM

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City of Glückstadt
Incorporated 2021

CELEBRATE WITH US

gluckstadtms.org

VISIT MISSISSIPPI

MADISON COUNTY JOURNAL

Advertising Contract

Contract #: 3588
Contract Date: 10/1/2026

ADVERTISER

Lindsay Kellum
City of Gluckstadt
P.O. Box 2210
Madison, MS 39130
(601)-946-7019
lindsay.kellum@gluckstadt.net

BILL TO

Lindsay Kellum
City of Gluckstadt
P.O. Box 2210
Madison, MS 39130
(601)-946-7019
lindsay.kellum@gluckstadt.net

PUBLISHER

Company Name
Street Adress
City, State Zip
Phone: (###) ###-####
Fax: (###) ###-####

Rep: Ryan Matthews
Rep Ph:
Rep Eml: rmatthews@princemediagroup.org

Publication	Issue	Year	Ad Size	Net
Madison County Journal ROP	10/08/2026	2026	1/2 Page-H	$499.00
Madison County Journal ROP	10/15/2026	2026	1/2 Page-H	$499.00
Madison County Journal ROP	10/22/2026	2026	1/2 Page-H	$499.00

Total:	$1,497.00

Advertising Terms and Conditions

For further terms and conditions,please refer to
onlinemadison.com

Thank you for your business!

Authorized Signature for City of Gluckstadt

Date

[s:a:r]

LAMAR



For illustrative purposes only. Actual structure configuration and appearance may vary.

ID# 525155001a

Job Details:

Live Area Size: 400px X 1400px
Substrate: Digital AutoScale Bulletin(ASB)
Plant: 047 - Jackson, MS
Artist: Sharmayne Rogacki
Thursday, October 01 2026

Special Notes:

MOCK-UP ART PROVIDED;

© THIS DESIGN WAS CREATED BY LAMAR ADVERTISING AND CANNOT BE USED FOR ANY OTHER ADVERTISING PURPOSES WITHOUT WRITTEN PERMISSION.

PROOF OF SCHEDULE BY PANEL

REPORT RUN TIME	10/6/2026 1:42:06 PM CDT
CUSTOMER	THE CITY OF GLUCKSTADT MS (804527)
ADVERTISER	THE CITY OF GLUCKSTADT MS (0)
DATE RANGE	10/12/2026 – 10/25/2026

PANEL	060008 - Slot D	PLANT	047 - Jackson
SIZE	14' x 48'	LOCATION	I-55 N 1.2 MILES S/O HWY 463 W/S F/N
START DATE	10/18/2026	END DATE	10/25/2026
START TIME	12:00 AM	END TIME	11:59 PM



PANEL	060015 - Slot A	PLANT	047 - Jackson
SIZE	14' x 48'	LOCATION	I-55 N 1.4 MILES S/O HWY 463 W/S F/S
START DATE	10/12/2026	END DATE	10/25/2026
START TIME	12:00 AM	END TIME	11:59 PM



PANEL	060082 - Slot D	PLANT	047 - Jackson
SIZE	14' x 48'	LOCATION	I-55N 1.2 Mi N/O Hwy 22 E/S F/N
START DATE	10/12/2026	END DATE	10/25/2026
START TIME	12:00 AM	END TIME	11:59 PM



PROOF OF SCHEDULE BY PANEL

REPORT RUN TIME	10/6/2026 1:45:38 PM CDT
CUSTOMER	NATIONWIDE - RUSTY HEALY AGENCY (640630)
ADVERTISER	NATIONWIDE - RUSTY HEALY AGENCY (0)
DATE RANGE	10/12/2026 – 10/25/2026

PANEL	060033 - Slot C	PLANT	047 - Jackson
SIZE	14' x 48'	LOCATION	I-55 N. 1.4 MI S/O HWY 463 W/S F/N
START DATE	10/12/2026	END DATE	10/25/2026
START TIME	12:00 AM	END TIME	11:59 PM





Gluckstadt, MS

My Budget Report
Group Summary
For Fiscal: FY26 Period Ending: 09/30/2026

Sub…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 001 - GENERAL FUND							
Revenue							
Department: 000 - NON DEPARTMENT							
	7,393,856.10	12,047,571.68	766,077.75	10,289,187.62	0.00	-1,758,384.06	14.60%
Department: 000 - NON DEPARTMENT Total:	**7,393,856.10**	**12,047,571.68**	**766,077.75**	**10,289,187.62**	**0.00**	**-1,758,384.06**	**14.60%**
Revenue Total:	**7,393,856.10**	**12,047,571.68**	**766,077.75**	**10,289,187.62**	**0.00**	**-1,758,384.06**	**14.60%**
Expense							
Department: 100 - LEGISLATIVE - BOARD							
004 - PERSONNEL SERVICES	35,545.00	35,545.00	2,507.40	32,596.20	0.00	2,948.80	8.30%
005 - SUPPLIES	500.00	500.00	0.00	0.00	0.00	500.00	100.00%
006 - CONTRACTUAL SERVICES	13,750.00	13,750.00	337.92	8,324.70	0.00	5,425.30	39.46%
Department: 100 - LEGISLATIVE - BOARD Total:	**49,795.00**	**49,795.00**	**2,845.32**	**40,920.90**	**0.00**	**8,874.10**	**17.82%**
Department: 110 - JUDICIAL/MUNICIPAL COURT							
004 - PERSONNEL SERVICES	204,748.16	204,748.16	15,680.42	202,169.00	0.00	2,579.16	1.26%
005 - SUPPLIES	8,000.00	8,000.00	2,777.09	5,915.61	0.00	2,084.39	26.05%
006 - CONTRACTUAL SERVICES	85,900.00	85,900.00	6,585.29	50,867.19	0.00	35,032.81	40.78%
009 - CAPITAL OUTLAY	3,500.00	3,500.00	0.00	0.00	900.00	2,600.00	74.29%
Department: 110 - JUDICIAL/MUNICIPAL COURT Total:	**302,148.16**	**302,148.16**	**25,042.80**	**258,951.80**	**900.00**	**42,296.36**	**14.00%**
Department: 120 - EXECUTIVE - MAYOR							
004 - PERSONNEL SERVICES	0.00	27,500.00	0.00	0.00	0.00	27,500.00	100.00%
005 - SUPPLIES	500.00	500.00	0.00	0.00	0.00	500.00	100.00%
006 - CONTRACTUAL SERVICES	9,400.00	10,400.00	950.00	3,718.50	0.00	6,681.50	64.25%
Department: 120 - EXECUTIVE - MAYOR Total:	**9,900.00**	**38,400.00**	**950.00**	**3,718.50**	**0.00**	**34,681.50**	**90.32%**
Department: 130 - ELECTIONS							
006 - CONTRACTUAL SERVICES	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	100.00%
Department: 130 - ELECTIONS Total:	**10,000.00**	**10,000.00**	**0.00**	**0.00**	**0.00**	**10,000.00**	**100.00%**
Department: 140 - ADMINISTRATION - FINANCIAL							
004 - PERSONNEL SERVICES	377,955.01	377,955.01	28,886.94	372,770.58	0.00	5,184.43	1.37%
005 - SUPPLIES	4,000.00	4,000.00	685.84	3,191.76	0.00	808.24	20.21%
006 - CONTRACTUAL SERVICES	58,020.00	58,020.00	5,270.27	47,965.50	0.00	10,054.50	17.33%
009 - CAPITAL OUTLAY	0.00	2,670.00	0.00	2,667.66	0.00	2.34	0.09%
Department: 140 - ADMINISTRATION - FINANCIAL Total:	**439,975.01**	**442,645.01**	**34,843.05**	**426,595.50**	**0.00**	**16,049.51**	**3.63%**

Sub…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
Department: 190 - PLANNING & ZONING							
004 - PERSONNEL SERVICES	100,766.16	158,266.16	11,964.24	142,647.26	0.00	15,618.90	9.87%
005 - SUPPLIES	1,900.00	1,900.00	226.56	681.07	0.00	1,218.93	64.15%
006 - CONTRACTUAL SERVICES	78,030.00	97,030.00	3,583.58	76,791.88	0.00	20,238.12	20.86%
009 - CAPITAL OUTLAY	1,250.00	1,250.00	0.00	0.00	0.00	1,250.00	100.00%
Department: 190 - PLANNING & ZONING Total:	**181,946.16**	**258,446.16**	**15,774.38**	**220,120.21**	**0.00**	**38,325.95**	**14.83%**
Department: 195 - ADMINISTRATION - GENERAL							
004 - PERSONNEL SERVICES	74,027.62	74,027.62	30,256.45	30,256.45	0.00	43,771.17	59.13%
006 - CONTRACTUAL SERVICES	993,450.00	965,450.00	66,476.68	800,596.42	0.00	164,853.58	17.08%
009 - CAPITAL OUTLAY	1,500.00	1,500.00	122.09	122.09	125.00	1,252.91	83.53%
Department: 195 - ADMINISTRATION - GENERAL Total:	**1,068,977.62**	**1,040,977.62**	**96,855.22**	**830,974.96**	**125.00**	**209,877.66**	**20.16%**
Department: 200 - POLICE							
004 - PERSONNEL SERVICES	1,775,480.29	1,854,480.29	153,315.62	1,868,185.33	0.00	-13,705.04	-0.74%
005 - SUPPLIES	158,200.00	163,200.00	25,009.33	149,928.46	1,484.09	11,787.45	7.22%
006 - CONTRACTUAL SERVICES	313,830.00	315,657.00	27,479.17	278,268.14	0.00	37,388.86	11.84%
009 - CAPITAL OUTLAY	388,468.42	591,276.17	12,212.30	407,582.01	158,835.08	24,859.08	4.20%
Department: 200 - POLICE Total:	**2,635,978.71**	**2,924,613.46**	**218,016.42**	**2,703,963.94**	**160,319.17**	**60,330.35**	**2.06%**
Department: 260 - FIRE							
006 - CONTRACTUAL SERVICES	60,000.00	60,000.00	0.00	60,000.00	0.00	0.00	0.00%
Department: 260 - FIRE Total:	**60,000.00**	**60,000.00**	**0.00**	**60,000.00**	**0.00**	**0.00**	**0.00%**
Department: 280 - BUILDING INSPECTION & CODE							
004 - PERSONNEL SERVICES	177,847.97	120,347.97	9,380.77	109,940.78	0.00	10,407.19	8.65%
005 - SUPPLIES	6,300.00	6,300.00	1,339.99	3,428.20	0.00	2,871.80	45.58%
006 - CONTRACTUAL SERVICES	12,000.00	12,000.00	560.90	4,080.85	340.00	7,579.15	63.16%
009 - CAPITAL OUTLAY	1,250.00	1,250.00	0.00	174.78	0.00	1,075.22	86.02%
Department: 280 - BUILDING INSPECTION & CODE Total:	**197,397.97**	**139,897.97**	**11,281.66**	**117,624.61**	**340.00**	**21,933.36**	**15.68%**
Department: 301 - STREETS							
004 - PERSONNEL SERVICES	628,310.79	628,310.79	39,112.42	562,364.82	0.00	65,945.97	10.50%
005 - SUPPLIES	163,700.00	163,700.00	18,819.38	108,899.07	3,225.90	51,575.03	31.51%
006 - CONTRACTUAL SERVICES	361,850.00	361,850.00	25,701.40	180,221.29	7,400.00	174,228.71	48.15%
009 - CAPITAL OUTLAY	503,500.00	837,305.00	157,289.48	233,024.81	6,607.40	597,672.79	71.38%
Department: 301 - STREETS Total:	**1,657,360.79**	**1,991,165.79**	**240,922.68**	**1,084,509.99**	**17,233.30**	**889,422.50**	**44.67%**
Department: 900 - TRANSFERS							
009 - CAPITAL OUTLAY	804,381.81	4,833,613.81	0.00	4,821,132.57	0.00	12,481.24	0.26%
Department: 900 - TRANSFERS Total:	**804,381.81**	**4,833,613.81**	**0.00**	**4,821,132.57**	**0.00**	**12,481.24**	**0.26%**
Expense Total:	**7,417,861.23**	**12,091,702.98**	**646,531.53**	**10,568,512.98**	**178,917.47**	**1,344,272.53**	**11.12%**
Fund: 001 - GENERAL FUND Surplus (Deficit):	**-24,005.13**	**-44,131.30**	**119,546.22**	**-279,325.36**	**-178,917.47**	**-414,111.53**	**-938.36%**
Report Surplus (Deficit):	**-24,005.13**	**-44,131.30**	**119,546.22**	**-279,325.36**	**-178,917.47**	**-414,111.53**	**-938.36%**

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)
001 - GENERAL FUND	-24,005.13	-44,131.30	119,546.22	-279,325.36	-178,917.47	-414,111.53
Report Surplus (Deficit):	**-24,005.13**	**-44,131.30**	**119,546.22**	**-279,325.36**	**-178,917.47**	**-414,111.53**

Gluckstadt, MS

My Budget Report
Group Summary
For Fiscal: FY26 Period Ending: 09/30/2026

Sub…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 303 - BCBS PARK GRANT							
Revenue							
Department: 000 - NON DEPARTMENT							
	0.00	2,331,907.00	0.00	2,331,907.00	0.00	0.00	0.00%
Department: 000 - NON DEPARTMENT Total:	**0.00**	**2,331,907.00**	**0.00**	**2,331,907.00**	**0.00**	**0.00**	**0.00%**
Revenue Total:	**0.00**	**2,331,907.00**	**0.00**	**2,331,907.00**	**0.00**	**0.00**	**0.00%**
Expense							
Department: 301 - STREETS							
009 - CAPITAL OUTLAY	0.00	2,331,907.00	0.00	0.00	0.00	2,331,907.00	100.00%
Department: 301 - STREETS Total:	**0.00**	**2,331,907.00**	**0.00**	**0.00**	**0.00**	**2,331,907.00**	**100.00%**
Expense Total:	**0.00**	**2,331,907.00**	**0.00**	**0.00**	**0.00**	**2,331,907.00**	**100.00%**
Fund: 303 - BCBS PARK GRANT Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**2,331,907.00**	**0.00**	**2,331,907.00**	**0.00%**
Report Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**2,331,907.00**	**0.00**	**2,331,907.00**	**0.00%**

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)
303 - BCBS PARK GRANT	0.00	0.00	0.00	2,331,907.00	0.00	2,331,907.00
Report Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**2,331,907.00**	**0.00**	**2,331,907.00**

Gluckstadt, MS

My Budget Report
Group Summary
For Fiscal: FY26 Period Ending: 09/30/2026

Sub…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 300 - STREET IMPROVEMENT CAP FUND (CALHOUN STATION), FED							
Expense							
Department: 301 - STREETS							
006 - CONTRACTUAL SERVICES	82,702.44	63,616.40	0.00	63,616.40	0.00	0.00	0.00%
009 - CAPITAL OUTLAY	620,000.00	575,474.96	0.00	575,474.96	0.00	0.00	0.00%
Department: 301 - STREETS Total:	**702,702.44**	**639,091.36**	**0.00**	**639,091.36**	**0.00**	**0.00**	**0.00%**
Department: 900 - TRANSFERS							
009 - CAPITAL OUTLAY	328,850.00	392,361.08	392,361.08	392,361.08	0.00	0.00	0.00%
Department: 900 - TRANSFERS Total:	**328,850.00**	**392,361.08**	**392,361.08**	**392,361.08**	**0.00**	**0.00**	**0.00%**
Expense Total:	**1,031,552.44**	**1,031,452.44**	**392,361.08**	**1,031,452.44**	**0.00**	**0.00**	**0.00%**
Fund: 300 - STREET IMPROVEMENT CAP FUND (CALHOUN STATION), FED Total:	**1,031,552.44**	**1,031,452.44**	**392,361.08**	**1,031,452.44**	**0.00**	**0.00**	**0.00%**
Report Total:	**1,031,552.44**	**1,031,452.44**	**392,361.08**	**1,031,452.44**	**0.00**	**0.00**	**0.00%**

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
300 - STREET IMPROVEMENT CAI	1,031,552.44	1,031,452.44	392,361.08	1,031,452.44	0.00	0.00	0.00%
Report Total:	**1,031,552.44**	**1,031,452.44**	**392,361.08**	**1,031,452.44**	**0.00**	**0.00**	**0.00%**

Gluckstadt, MS

My Budget Report
Group Summary
For Fiscal: FY26 Period Ending: 09/30/2026

Sub…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 302 - MOSTF GRANT CAP. PROJ. FUND							
Revenue							
Department: 000 - NON DEPARTMENT							
	0.00	1,697,325.00	0.00	1,697,325.00	0.00	0.00	0.00%
Department: 000 - NON DEPARTMENT Total:	**0.00**	**1,697,325.00**	**0.00**	**1,697,325.00**	**0.00**	**0.00**	**0.00%**
Revenue Total:	**0.00**	**1,697,325.00**	**0.00**	**1,697,325.00**	**0.00**	**0.00**	**0.00%**
Expense							
Department: 301 - STREETS							
009 - CAPITAL OUTLAY	0.00	1,697,325.00	0.00	0.00	0.00	1,697,325.00	100.00%
Department: 301 - STREETS Total:	**0.00**	**1,697,325.00**	**0.00**	**0.00**	**0.00**	**1,697,325.00**	**100.00%**
Expense Total:	**0.00**	**1,697,325.00**	**0.00**	**0.00**	**0.00**	**1,697,325.00**	**100.00%**
Fund: 302 - MOSTF GRANT CAP. PROJ. FUND Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**1,697,325.00**	**0.00**	**1,697,325.00**	**0.00%**
Report Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**1,697,325.00**	**0.00**	**1,697,325.00**	**0.00%**

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)
302 - MOSTF GRANT CAP. PROJ. F	0.00	0.00	0.00	1,697,325.00	0.00	1,697,325.00
Report Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**1,697,325.00**	**0.00**	**1,697,325.00**

Gluckstadt, MS

My Budget Report
Group Summary
For Fiscal: FY26 Period Ending: 09/30/2026

Sub…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 301 - STREET IMPROVEMENT CAP. PROJ. (GLUCKSTADT), STATE							
Revenue							
Department: 000 - NON DEPARTMENT							
	164,381.81	164,381.81	0.00	164,381.81	0.00	0.00	0.00%
Department: 000 - NON DEPARTMENT Total:	**164,381.81**	**164,381.81**	**0.00**	**164,381.81**	**0.00**	**0.00**	**0.00%**
Revenue Total:	**164,381.81**	**164,381.81**	**0.00**	**164,381.81**	**0.00**	**0.00**	**0.00%**
Expense							
Department: 301 - STREETS							
009 - CAPITAL OUTLAY	0.00	750,000.00	0.00	549,587.10	0.00	200,412.90	26.72%
Department: 301 - STREETS Total:	**0.00**	**750,000.00**	**0.00**	**549,587.10**	**0.00**	**200,412.90**	**26.72%**
Expense Total:	**0.00**	**750,000.00**	**0.00**	**549,587.10**	**0.00**	**200,412.90**	**26.72%**
Fund: 301 - STREET IMPROVEMENT CAP. PROJ. (GLUCKSTADT), STATE Surplus (Deficit):	**164,381.81**	**-585,618.19**	**0.00**	**-385,205.29**	**0.00**	**200,412.90**	**34.22%**
Report Surplus (Deficit):	**164,381.81**	**-585,618.19**	**0.00**	**-385,205.29**	**0.00**	**200,412.90**	**34.22%**

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)
301 - STREET IMPROVEMENT CAI	164,381.81	-585,618.19	0.00	-385,205.29	0.00	200,412.90
Report Surplus (Deficit):	**164,381.81**	**-585,618.19**	**0.00**	**-385,205.29**	**0.00**	**200,412.90**

Gluckstadt, MS

My Budget Report
Group Summary
For Fiscal: FY26 Period Ending: 09/30/2026

Sub…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 200 - PD BUILDING DEBT SERVICE FUND							
Revenue							
Department: 000 - NON DEPARTMENT							
	640,000.00	640,000.00	0.00	627,518.76	0.00	-12,481.24	1.95%
Department: 000 - NON DEPARTMENT Total:	**640,000.00**	**640,000.00**	**0.00**	**627,518.76**	**0.00**	**-12,481.24**	**1.95%**
Revenue Total:	**640,000.00**	**640,000.00**	**0.00**	**627,518.76**	**0.00**	**-12,481.24**	**1.95%**
Expense							
Department: 200 - POLICE							
006 - CONTRACTUAL SERVICES	1,000.00	1,000.00	0.00	500.00	0.00	500.00	50.00%
008 - DEBT SERVICE	639,000.00	639,000.00	0.00	627,018.76	0.00	11,981.24	1.87%
Department: 200 - POLICE Total:	**640,000.00**	**640,000.00**	**0.00**	**627,518.76**	**0.00**	**12,481.24**	**1.95%**
Expense Total:	**640,000.00**	**640,000.00**	**0.00**	**627,518.76**	**0.00**	**12,481.24**	**1.95%**
Fund: 200 - PD BUILDING DEBT SERVICE FUND Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
Report Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)
200 - PD BUILDING DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00
Report Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**

Gluckstadt, MS

My Budget Report
Group Summary
For Fiscal: FY27 Period Ending: 10/31/2026

Sub...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 001 - GENERAL FUND							
Revenue							
Department: 000 - NON DEPARTMENT							
	8,900,041.80	8,900,041.80	7,097.74	7,097.74	0.00	-8,892,944.06	99.92%
Department: 000 - NON DEPARTMENT Total:	**8,900,041.80**	**8,900,041.80**	**7,097.74**	**7,097.74**	**0.00**	**-8,892,944.06**	**99.92%**
Revenue Total:	**8,900,041.80**	**8,900,041.80**	**7,097.74**	**7,097.74**	**0.00**	**-8,892,944.06**	**99.92%**
Expense							
Department: 100 - LEGISLATIVE - BOARD							
004 - PERSONNEL SERVICES	35,545.00	35,545.00	1,253.70	1,253.70	0.00	34,291.30	96.47%
005 - SUPPLIES	500.00	500.00	0.00	0.00	0.00	500.00	100.00%
006 - CONTRACTUAL SERVICES	13,750.00	13,750.00	137.92	137.92	0.00	13,612.08	99.00%
Department: 100 - LEGISLATIVE - BOARD Total:	**49,795.00**	**49,795.00**	**1,391.62**	**1,391.62**	**0.00**	**48,403.38**	**97.21%**
Department: 110 - JUDICIAL/MUNICIPAL COURT							
004 - PERSONNEL SERVICES	216,945.55	216,945.55	8,120.41	8,120.41	0.00	208,825.14	96.26%
005 - SUPPLIES	6,600.00	6,600.00	0.00	0.00	0.00	6,600.00	100.00%
006 - CONTRACTUAL SERVICES	79,350.00	79,350.00	2,550.00	2,550.00	0.00	76,800.00	96.79%
009 - CAPITAL OUTLAY	3,500.00	3,500.00	0.00	0.00	0.00	3,500.00	100.00%
Department: 110 - JUDICIAL/MUNICIPAL COURT Total:	**306,395.55**	**306,395.55**	**10,670.41**	**10,670.41**	**0.00**	**295,725.14**	**96.52%**
Department: 120 - EXECUTIVE - MAYOR							
005 - SUPPLIES	500.00	500.00	0.00	0.00	0.00	500.00	100.00%
006 - CONTRACTUAL SERVICES	9,500.00	9,500.00	0.00	0.00	0.00	9,500.00	100.00%
Department: 120 - EXECUTIVE - MAYOR Total:	**10,000.00**	**10,000.00**	**0.00**	**0.00**	**0.00**	**10,000.00**	**100.00%**
Department: 130 - ELECTIONS							
006 - CONTRACTUAL SERVICES	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	100.00%
Department: 130 - ELECTIONS Total:	**10,000.00**	**10,000.00**	**0.00**	**0.00**	**0.00**	**10,000.00**	**100.00%**
Department: 140 - ADMINISTRATION - FINANCIAL							
004 - PERSONNEL SERVICES	405,196.80	405,196.80	14,993.79	14,993.79	0.00	390,203.01	96.30%
005 - SUPPLIES	4,100.00	4,100.00	0.00	0.00	0.00	4,100.00	100.00%
006 - CONTRACTUAL SERVICES	63,070.00	63,070.00	76.53	76.53	0.00	62,993.47	99.88%
009 - CAPITAL OUTLAY	2,000.00	2,000.00	47.69	47.69	0.00	1,952.31	97.62%
Department: 140 - ADMINISTRATION - FINANCIAL Total:	**474,366.80**	**474,366.80**	**15,118.01**	**15,118.01**	**0.00**	**459,248.79**	**96.81%**
Department: 190 - PLANNING & ZONING							
004 - PERSONNEL SERVICES	166,528.10	166,528.10	6,235.83	6,235.83	0.00	160,292.27	96.26%

Sub…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
005 - SUPPLIES	1,050.00	1,050.00	0.00	0.00	0.00	1,050.00	100.00%
006 - CONTRACTUAL SERVICES	80,900.00	80,900.00	893.74	893.74	0.00	80,006.26	98.90%
009 - CAPITAL OUTLAY	2,250.00	2,250.00	0.00	0.00	0.00	2,250.00	100.00%
Department: 190 - PLANNING & ZONING Total:	**250,728.10**	**250,728.10**	**7,129.57**	**7,129.57**	**0.00**	**243,598.53**	**97.16%**
Department: 195 - ADMINISTRATION - GENERAL							
004 - PERSONNEL SERVICES	80,000.00	80,000.00	0.00	0.00	0.00	80,000.00	100.00%
006 - CONTRACTUAL SERVICES	1,147,887.00	1,147,887.00	41,613.94	41,613.94	4,612.00	1,101,661.06	95.97%
009 - CAPITAL OUTLAY	104,000.00	104,000.00	0.00	0.00	0.00	104,000.00	100.00%
Department: 195 - ADMINISTRATION - GENERAL Total:	**1,331,887.00**	**1,331,887.00**	**41,613.94**	**41,613.94**	**4,612.00**	**1,285,661.06**	**96.53%**
Department: 200 - POLICE							
004 - PERSONNEL SERVICES	2,016,285.47	2,016,285.47	77,286.30	77,286.30	0.00	1,938,999.17	96.17%
005 - SUPPLIES	168,200.00	168,200.00	1,517.70	1,517.70	2,807.00	163,875.30	97.43%
006 - CONTRACTUAL SERVICES	340,225.00	340,225.00	3,205.32	3,205.32	2,000.00	335,019.68	98.47%
009 - CAPITAL OUTLAY	243,414.30	243,414.30	15,730.25	15,730.25	0.00	227,684.05	93.54%
Department: 200 - POLICE Total:	**2,768,124.77**	**2,768,124.77**	**97,739.57**	**97,739.57**	**4,807.00**	**2,665,578.20**	**96.30%**
Department: 260 - FIRE							
006 - CONTRACTUAL SERVICES	60,000.00	60,000.00	0.00	0.00	0.00	60,000.00	100.00%
Department: 260 - FIRE Total:	**60,000.00**	**60,000.00**	**0.00**	**0.00**	**0.00**	**60,000.00**	**100.00%**
Department: 280 - BUILDING INSPECTION & CODE							
004 - PERSONNEL SERVICES	131,489.01	131,489.01	4,907.59	4,907.59	0.00	126,581.42	96.27%
005 - SUPPLIES	6,300.00	6,300.00	0.00	0.00	0.00	6,300.00	100.00%
006 - CONTRACTUAL SERVICES	9,000.00	9,000.00	0.00	0.00	0.00	9,000.00	100.00%
Department: 280 - BUILDING INSPECTION & CODE Total:	**146,789.01**	**146,789.01**	**4,907.59**	**4,907.59**	**0.00**	**141,881.42**	**96.66%**
Department: 301 - STREETS							
004 - PERSONNEL SERVICES	611,764.30	611,764.30	19,893.50	19,893.50	0.00	591,870.80	96.75%
005 - SUPPLIES	155,200.00	155,200.00	1,149.16	1,149.16	1,796.20	152,254.64	98.10%
006 - CONTRACTUAL SERVICES	290,350.00	290,350.00	472.90	472.90	0.00	289,877.10	99.84%
009 - CAPITAL OUTLAY	1,098,000.00	1,098,000.00	93.79	93.79	0.00	1,097,906.21	99.99%
Department: 301 - STREETS Total:	**2,155,314.30**	**2,155,314.30**	**21,609.35**	**21,609.35**	**1,796.20**	**2,131,908.75**	**98.91%**
Department: 900 - TRANSFERS							
009 - CAPITAL OUTLAY	640,000.00	640,000.00	0.00	0.00	0.00	640,000.00	100.00%
Department: 900 - TRANSFERS Total:	**640,000.00**	**640,000.00**	**0.00**	**0.00**	**0.00**	**640,000.00**	**100.00%**
Expense Total:	**8,203,400.53**	**8,203,400.53**	**200,180.06**	**200,180.06**	**11,215.20**	**7,992,005.27**	**97.42%**
Fund: 001 - GENERAL FUND Surplus (Deficit):	**696,641.27**	**696,641.27**	**-193,082.32**	**-193,082.32**	**-11,215.20**	**-900,938.79**	**129.33%**
Report Surplus (Deficit):	**696,641.27**	**696,641.27**	**-193,082.32**	**-193,082.32**	**-11,215.20**	**-900,938.79**	**129.33%**

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)
001 - GENERAL FUND	696,641.27	696,641.27	-193,082.32	-193,082.32	-11,215.20	-900,938.79
Report Surplus (Deficit):	**696,641.27**	**696,641.27**	**-193,082.32**	**-193,082.32**	**-11,215.20**	**-900,938.79**

Gluckstadt, MS

My Budget Report
Group Summary
For Fiscal: FY27 Period Ending: 10/31/2026

Sub...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 303 - BCBS PARK GRANT							
Expense							
Department: 301 - STREETS							
009 - CAPITAL OUTLAY	2,331,907.00	2,331,907.00	0.00	0.00	0.00	2,331,907.00	100.00%
Department: 301 - STREETS Total:	**2,331,907.00**	**2,331,907.00**	**0.00**	**0.00**	**0.00**	**2,331,907.00**	**100.00%**
Expense Total:	**2,331,907.00**	**2,331,907.00**	**0.00**	**0.00**	**0.00**	**2,331,907.00**	**100.00%**
Fund: 303 - BCBS PARK GRANT Total:	**2,331,907.00**	**2,331,907.00**	**0.00**	**0.00**	**0.00**	**2,331,907.00**	**100.00%**
Report Total:	**2,331,907.00**	**2,331,907.00**	**0.00**	**0.00**	**0.00**	**2,331,907.00**	**100.00%**

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
303 - BCBS PARK GRANT	2,331,907.00	2,331,907.00	0.00	0.00	0.00	2,331,907.00	100.00%
Report Total:	**2,331,907.00**	**2,331,907.00**	**0.00**	**0.00**	**0.00**	**2,331,907.00**	**100.00%**

Gluckstadt, MS

My Budget Report
Group Summary
For Fiscal: FY27 Period Ending: 10/31/2026

Sub…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 302 - MOSTF GRANT CAP. PROJ. FUND							
Expense							
Department: 301 - STREETS							
009 - CAPITAL OUTLAY	1,697,325.00	1,697,325.00	0.00	0.00	0.00	1,697,325.00	100.00%
Department: 301 - STREETS Total:	**1,697,325.00**	**1,697,325.00**	**0.00**	**0.00**	**0.00**	**1,697,325.00**	**100.00%**
Expense Total:	**1,697,325.00**	**1,697,325.00**	**0.00**	**0.00**	**0.00**	**1,697,325.00**	**100.00%**
Fund: 302 - MOSTF GRANT CAP. PROJ. FUND Total:	**1,697,325.00**	**1,697,325.00**	**0.00**	**0.00**	**0.00**	**1,697,325.00**	**100.00%**
Report Total:	**1,697,325.00**	**1,697,325.00**	**0.00**	**0.00**	**0.00**	**1,697,325.00**	**100.00%**

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
302 - MOSTF GRANT CAP. PROJ. F	1,697,325.00	1,697,325.00	0.00	0.00	0.00	1,697,325.00	100.00%
Report Total:	**1,697,325.00**	**1,697,325.00**	**0.00**	**0.00**	**0.00**	**1,697,325.00**	**100.00%**

Gluckstadt, MS

My Budget Report
Group Summary
For Fiscal: FY27 Period Ending: 10/31/2026

Sub...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 301 - STREET IMPROVEMENT CAP. PROJ. (GLUCKSTADT), STATE							
Expense							
Department: 301 - STREETS							
009 - CAPITAL OUTLAY	200,412.90	200,412.90	0.00	0.00	0.00	200,412.90	100.00%
Department: 301 - STREETS Total:	**200,412.90**	**200,412.90**	**0.00**	**0.00**	**0.00**	**200,412.90**	**100.00%**
Expense Total:	**200,412.90**	**200,412.90**	**0.00**	**0.00**	**0.00**	**200,412.90**	**100.00%**
Fund: 301 - STREET IMPROVEMENT CAP. PROJ. (GLUCKSTADT), STATE Total:	**200,412.90**	**200,412.90**	**0.00**	**0.00**	**0.00**	**200,412.90**	**100.00%**
Report Total:	**200,412.90**	**200,412.90**	**0.00**	**0.00**	**0.00**	**200,412.90**	**100.00%**

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
301 - STREET IMPROVEMENT CAI	200,412.90	200,412.90	0.00	0.00	0.00	200,412.90	100.00%
Report Total:	**200,412.90**	**200,412.90**	**0.00**	**0.00**	**0.00**	**200,412.90**	**100.00%**

Gluckstadt, MS

My Budget Report
Group Summary
For Fiscal: FY27 Period Ending: 10/31/2026

Sub…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 200 - PD BUILDING DEBT SERVICE FUND							
Revenue							
Department: 000 - NON DEPARTMENT							
	640,000.00	640,000.00	0.00	0.00	0.00	-640,000.00	100.00%
Department: 000 - NON DEPARTMENT Total:	**640,000.00**	**640,000.00**	**0.00**	**0.00**	**0.00**	**-640,000.00**	**100.00%**
Revenue Total:	**640,000.00**	**640,000.00**	**0.00**	**0.00**	**0.00**	**-640,000.00**	**100.00%**
Expense							
Department: 200 - POLICE							
006 - CONTRACTUAL SERVICES	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	100.00%
008 - DEBT SERVICE	639,000.00	639,000.00	0.00	0.00	0.00	639,000.00	100.00%
Department: 200 - POLICE Total:	**640,000.00**	**640,000.00**	**0.00**	**0.00**	**0.00**	**640,000.00**	**100.00%**
Expense Total:	**640,000.00**	**640,000.00**	**0.00**	**0.00**	**0.00**	**640,000.00**	**100.00%**
Fund: 200 - PD BUILDING DEBT SERVICE FUND Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
Report Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)
200 - PD BUILDING DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00
Report Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**

Gluckstadt, MS

My Budget Report
Group Summary
For Fiscal: FY26 Period Ending: 09/30/2026

Sub…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 102 - PD FORFEITED FUNDS							
Revenue							
Department: 000 - NON DEPARTMENT							
	0.00	0.00	0.00	1,000.00	0.00	1,000.00	0.00%
Department: 000 - NON DEPARTMENT Total:	**0.00**	**0.00**	**0.00**	**1,000.00**	**0.00**	**1,000.00**	**0.00%**
Revenue Total:	**0.00**	**0.00**	**0.00**	**1,000.00**	**0.00**	**1,000.00**	**0.00%**
Fund: 102 - PD FORFEITED FUNDS Total:	**0.00**	**0.00**	**0.00**	**1,000.00**	**0.00**	**1,000.00**	**0.00%**
Report Total:	**0.00**	**0.00**	**0.00**	**1,000.00**	**0.00**	**1,000.00**	**0.00%**

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
102 - PD FORFEITED FUNDS	0.00	0.00	0.00	1,000.00	0.00	1,000.00	0.00%
Report Total:	**0.00**	**0.00**	**0.00**	**1,000.00**	**0.00**	**1,000.00**	**0.00%**

Gluckstadt, MS

My Budget Report
Group Summary
For Fiscal: FY26 Period Ending: 09/30/2026

Sub…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 104 - PD FIREARM SEIZURE ACCOUNT							
Revenue							
Department: 000 - NON DEPARTMENT							
	0.00	13,000.00	0.00	13,000.00	0.00	0.00	0.00%
Department: 000 - NON DEPARTMENT Total:	**0.00**	**13,000.00**	**0.00**	**13,000.00**	**0.00**	**0.00**	**0.00%**
Revenue Total:	**0.00**	**13,000.00**	**0.00**	**13,000.00**	**0.00**	**0.00**	**0.00%**
Expense							
Department: 200 - POLICE							
005 - SUPPLIES	0.00	13,000.00	0.00	0.00	0.00	13,000.00	100.00%
Department: 200 - POLICE Total:	**0.00**	**13,000.00**	**0.00**	**0.00**	**0.00**	**13,000.00**	**100.00%**
Expense Total:	**0.00**	**13,000.00**	**0.00**	**0.00**	**0.00**	**13,000.00**	**100.00%**
Fund: 104 - PD FIREARM SEIZURE ACCOUNT Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**13,000.00**	**0.00**	**13,000.00**	**0.00%**
Report Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**13,000.00**	**0.00**	**13,000.00**	**0.00%**

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)
104 - PD FIREARM SEIZURE ACCO	0.00	0.00	0.00	13,000.00	0.00	13,000.00
Report Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**13,000.00**	**0.00**	**13,000.00**

Gluckstadt, MS

Bank Statement Register

GENERAL LEDGER, PUBLIC FUNDS

Period 9/1/2026 - 9/30/2026

Packet: BRPKT00337

Bank Statement		General Ledger	
Beginning Balance	3,602,934.92	Account Balance	3,927,092.42
Plus Debits	776,842.37	Less Outstanding Debits	3,913.14
Less Credits	446,962.42	Plus Outstanding Credits	9,635.59
Adjustments	0.00	Adjustments	0.00
Ending Balance	3,932,814.87	Adjusted Account Balance	3,932,814.87

Statement Ending Balance	3,932,814.87
Bank Difference	0.00
General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

001-000-10100	CASH
001-100-44001	FEDERAL TAXES

Cleared Deposits

Item Date	Reference	Item Type	Description	Amount
08/24/2026	DEP0005281	Deposit	DEPOSIT CASH RECEIPTS	1,065.00
08/25/2026	DEP0005291	Deposit	DEPOSIT CASH RECEIPTS	240.50
08/26/2026	DEP0005298	Deposit	DEPOSIT CASH RECEIPTS	541.50
08/27/2026	DEP0005305	Deposit	DEPOSIT CASH RECEIPTS	453.50
08/27/2026	DEP0005308	Deposit	CLPKT01541 BG:CC Payment	400.25
08/28/2026	DEP0005312	Deposit	DEPOSIT CASH RECEIPTS	25.00
08/28/2026	DEP0005315	Deposit	CLPKT01543 BG:CC Payment	340.50
09/01/2026	DEP0005322	Deposit	DEPOSIT CASH RECEIPTS	98.00
09/01/2026	DEP0005325	Deposit	CLPKT01546 BG:CC Payment	2,223.00
09/01/2026	DEP0005325	Deposit	CLPKT01546 BG:Cash	1,927.22
09/01/2026	DEP0005328	Deposit	CLPKT01547 BG:CC Payment	100.00
09/02/2026	DEP0005329	Deposit	DEPOSIT CASH RECEIPTS	77.00
09/02/2026	DEP0005332	Deposit	CLPKT01548 BG:Cash	685.35
09/02/2026	DEP0005332	Deposit	CLPKT01548 BG:CC Payment	50.00
09/02/2026	DEP0005335	Deposit	CLPKT01549 BG:CC Payment	175.00
09/03/2026	DEP0005336	Deposit	DEPOSIT CASH RECEIPTS	213.00
09/03/2026	DEP0005339	Deposit	CLPKT01550 BG:CC Payment	240.50
09/03/2026	DEP0005339	Deposit	CLPKT01550 BG:Cash	723.50
09/03/2026	DEP0005342	Deposit	CLPKT01551 BG:CC Payment	50.00
09/04/2026	DEP0005346	Deposit	DEPOSIT CASH RECEIPTS	445.50
09/04/2026	DEP0005353	Deposit	CLPKT01554 BG:Cash	464.50
09/04/2026	DEP0005353	Deposit	CLPKT01554 BG:CC Payment	25.00
09/04/2026	DEP0005356	Deposit	CLPKT01555 BG:CC Payment	75.00
09/08/2026	DEP0005357	Deposit	DEPOSIT CASH RECEIPTS	511.00

Cleared Deposits

Item Date	Reference	Item Type	Description	Amount
09/08/2026	DEP0005360	Deposit	CLPKT01556 BG:Cash	392,361.08
09/09/2026	DEP0005363	Deposit	CLPKT01557 BG:CC Payment	600.00
09/09/2026	DEP0005363	Deposit	CLPKT01557 BG:Cash	230.00
09/10/2026	DEP0005364	Deposit	DEPOSIT CASH RECEIPTS	265.50
09/10/2026	DEP0005368	Deposit	CLPKT01559 BG:CC Payment	50.00
09/10/2026	DEP0005371	Deposit	CLPKT01558 BG:Cash	233.00
09/11/2026	DEP0005372	Deposit	DEPOSIT CASH RECEIPTS	862.25
09/11/2026	DEP0005375	Deposit	CLPKT01560 BG:CC Payment	85.00
09/11/2026	DEP0005375	Deposit	CLPKT01560 BG:Cash	612.00
09/11/2026	DEP0005378	Deposit	CLPKT01561 BG:WEB	25.00
09/14/2026	DEP0005379	Deposit	DEPOSIT CASH RECEIPTS	200.00
09/14/2026	DEP0005382	Deposit	CLPKT01563 BG:CC Payment	50.00
09/14/2026	DEP0005385	Deposit	CLPKT01562 BG:Cash	1,192.90
09/15/2026	DEP0005388	Deposit	CLPKT01564 BG:Cash	986.00
09/15/2026	DEP0005391	Deposit	CLPKT01565 BG:CC Payment	25.00
09/16/2026	DEP0005392	Deposit	DEPOSIT CASH RECEIPTS	228.00
09/16/2026	DEP0005399	Deposit	CLPKT01567 BG:CC Payment	25.00
09/17/2026	DEP0005393	Deposit	DEPOSIT CASH RECEIPTS	243.00
09/17/2026	DEP0005396	Deposit	CLPKT01566 BG:Cash	433.00
09/17/2026	DEP0005402	Deposit	CLPKT01568 BG:CC Payment	100.00
09/18/2026	DEP0005403	Deposit	DEPOSIT CASH RECEIPTS	714.50
09/18/2026	DEP0005406	Deposit	CLPKT01569 BG:CC Payment	125.00
09/18/2026	DEP0005406	Deposit	CLPKT01569 BG:Cash	1,271.00
09/21/2026	DEP0005409	Deposit	CLPKT01570 BG:Cash	272.00
09/22/2026	DEP0005411	Deposit	DEPOSIT CASH RECEIPTS	4,664.75
09/22/2026	DEP0005414	Deposit	CLPKT01571 BG:CC Payment	25.00
09/22/2026	DEP0005417	Deposit	CLPKT01573 BG:Cash	4,024.00
09/22/2026	DEP0005417	Deposit	CLPKT01573 BG:CC Payment	3,216.50
09/23/2026	DEP0005418	Deposit	DEPOSIT CASH RECEIPTS	503.50
09/23/2026	DEP0005421	Deposit	CLPKT01574 BG:CC Payment	112.00
09/23/2026	DEP0005421	Deposit	CLPKT01574 BG:Cash	1,062.50
09/24/2026	DEP0005424	Deposit	CLPKT01575 BG:Cash	140.17
09/25/2026	DEP0005425	Deposit	DEPOSIT CASH RECEIPTS	843.00
09/25/2026	DEP0005429	Deposit	CLPKT01577 BG:CC Payment	50.00
09/25/2026	DEP0005432	Deposit	CLPKT01578 BG:CC Payment	25.00
09/25/2026	DEP0005435	Deposit	CLPKT01576 BG:Cash	4,675.00
09/25/2026	DEP0005435	Deposit	CLPKT01576 BG:CC Payment	75.00
09/28/2026	DEP0005433	Deposit	DEPOSIT CASH RECEIPTS	1,000.00
09/28/2026	DEP0005438	Deposit	CLPKT01579 BG:CC Payment	244.25
09/28/2026	DEP0005438	Deposit	CLPKT01579 BG:Cash	90.00
09/29/2026	DEP0005442	Deposit	CLPKT01580 BG:Cash	1,344.84
09/29/2026	DEP0005442	Deposit	CLPKT01580 BG:CC Payment	50.00
09/30/2026	DEP0005446	Deposit	CLPKT01581 BG:Cash	490.00

Cleared Deposits

Item Date	Reference	Item Type	Description	Amount
09/30/2026	DEP0005488	Deposit	CLPKT01593 BG:CC Payment	341,100.95
			Total Cleared Deposits (68)	776,075.51

Cleared Checks

Item Date	Reference	Item Type	Description	Amount
08/13/2026	3396	Check	Akros Academy of Jiu-Jitsu	-160.00
08/13/2026	3403	Check	Bridge & Watson, Inc.	-11,455.42
08/13/2026	3416	Check	Fuelman	-9,765.32
08/13/2026	3421	Check	Madison County Sheriff's Office	-4,950.80
08/13/2026	3427	Check	Mississippi Municipal League	-125.00
08/13/2026	3445	Check	West Side Fund III, LLC	-169.00
09/01/2026	3447	Check	110 Percent, LLC	-3,370.00
09/01/2026	3448	Check	James Lee Sahler	-120.00
09/01/2026	3449	Check	Kelly Dabbs Commercial, LLC	-8,792.00
09/01/2026	3450	Check	Mississippi Department of Public Safety	-139.17
09/01/2026	3451	Check	State General Fund (DFA)	-8,968.84
09/03/2026	3452	Check	LVNV Funding, LLC (Jacob Law Group)	-417.43
09/09/2026	3453	Check	Ace Bolt & Screw Co. Inc.	-48.30
09/09/2026	3455	Check	American Blueprint & Copy Center, Inc.	-195.12
09/09/2026	3456	Check	American Public Works Association (Gulf Cc	-275.00
09/09/2026	3457	Check	Bear Creek Water Association	-293.51
09/09/2026	3458	Check	Big 10 Tire Co.	-2,361.54
09/09/2026	3463	Check	Bridgestone Americas, Inc	-893.96
09/09/2026	3464	Check	Business Communications, Inc.	-3,643.34
09/09/2026	3465	Check	Canton Sanitary Landfill	-573.50
09/09/2026	3466	Check	Casey W. Wingfield	-2,000.00
09/09/2026	3467	Check	CDW LLC	-381.23
09/09/2026	3468	Check	Central MS Planning & Development Distric	-850.00
09/09/2026	3469	Check	CIA Wholesale, Inc.	-32.50
09/09/2026	3470	Check	Cintas Corporation	-375.16
09/09/2026	3471	Check	Crystal Clean	-3,291.00
09/09/2026	3472	Check	Custom Products Corporation	-461.72
09/09/2026	3473	Check	Deviney Rental & Supply	-154.72
09/09/2026	3474	Check	Dickerson Petroleum, Inc.	-347.83
09/09/2026	3475	Check	E-notice, Inc.	-190.84
09/09/2026	3476	Check	Entergy	-9,310.59
09/09/2026	3477	Check	Evident	-82.00
09/09/2026	3478	Check	FP Mailing Solutions	-167.07
09/09/2026	3479	Check	Hartley Equipment Company, Inc.	-13,859.55
09/09/2026	3480	Check	Highland Building Services, Inc.	-2,150.00
09/09/2026	3481	Check	J.L. Roberts Mechanical Contracting, LLC	-275.00
09/09/2026	3482	Check	Madison County Business League & Founda	-1,000.00
09/09/2026	3483	Check	Madison County Sheriff's Office	-1,711.44

Cleared Checks

Item Date	Reference	Item Type	Description	Amount
09/09/2026	3484	Check	Michael K. Ozborn	-484.98
09/09/2026	3485	Check	Mills, Scanlon, Dye & Pittman, Attorneys at	-16,300.25
09/09/2026	3486	Check	Miss. Extension Center for Government & C	-900.00
09/09/2026	3487	Check	Mississippi Municipal League	-1,851.80
09/09/2026	3488	Check	Mississippi Municipal Workers Compensatio	-30,256.45
09/09/2026	3489	Check	OP Plus	-2,856.45
09/09/2026	3492	Check	Pennington & Trim Alarm Services, Inc	-96.00
09/09/2026	3493	Check	Puckett Rents	-75.50
09/09/2026	3494	Check	Revell Hardware Co., Inc.	-250.10
09/09/2026	3495	Check	Riverboat Company of Mississippi, LLC	-153.96
09/09/2026	3496	Check	Robert J Young Company	-1,507.92
09/09/2026	3497	Check	Scott Insurance Services LLC	-3,500.00
09/09/2026	3498	Check	Scott Maugh	-303.08
09/09/2026	3499	Check	Shelia Spann	-700.00
09/09/2026	3500	Check	ShredAmerica Mississippi, LLC	-179.90
09/09/2026	3501	Check	Sound Billing, LLC	-713.58
09/09/2026	3502	Check	Southern Benefits Administrators	-100.00
09/09/2026	3503	Check	Southern Connection Police Supplies, LLC	-179.98
09/09/2026	3504	Check	Stewart Dirt Worx, LLC	-3,830.00
09/09/2026	3505	Check	The 20 LLC	-7,968.40
09/09/2026	3506	Check	Thomson Reuters - West Payment Center	-802.63
09/09/2026	3507	Check	Uline, Inc.	-406.52
09/09/2026	3508	Check	Venable Glass Services, LLC	-310.00
09/09/2026	3510	Check	Waste Management of Mississippi, Inc.	-567.68
09/11/2026	157	Check	157	-1,636.64
			Total Cleared Checks (63)	-169,289.72

Cleared Other

Item Date	Reference	Item Type	Description	Amount
09/01/2026	DFT0002343	Bank Draft	Delta Utilities Aggregator, LLC	-49.94
09/01/2026	DFT0002344	Bank Draft	Delta Utilities Aggregator, LLC	-22.40
09/01/2026	DFT0002345	Bank Draft	Entergy	-717.03
09/01/2026	DFT0002346	Bank Draft	Huntington National Bank	-1,888.26
09/01/2026	DFT0002348	Bank Draft	Telepak Networks, Inc.	-467.16
09/01/2026	DFT0002349	Bank Draft	AT&T Mobility	-980.75
09/01/2026	DFT0002417	Bank Draft	Blue Cross Blue Shield Of Mississippi	-10,583.28
09/01/2026	DFT0002418	Bank Draft	Blue Cross Blue Shield Of Mississippi	-10,583.28
09/01/2026	DFT0002419	Bank Draft Reversal	Blue Cross Blue Shield Of Mississippi	177.62
09/01/2026	DFT0002420	Bank Draft	Blue Cross Blue Shield Of Mississippi	-177.62
09/03/2026	DFT0002423	Bank Draft	IRS Taxpayer Assistance Center	-10,844.33
09/03/2026	DFT0002424	Bank Draft	IRS Taxpayer Assistance Center	-2,540.74
09/03/2026	DFT0002425	Bank Draft	IRS Taxpayer Assistance Center	-4,308.04
09/03/2026	DFT0002450	Bank Draft	American Family Life Assurance Company c	-144.69

Cleared Other

Item Date	Reference	Item Type	Description	Amount
09/03/2026	DFT0002451	Bank Draft	American Family Life Assurance Company c	-144.69
09/03/2026	DFT0002452	Bank Draft	American Family Life Assurance Company c	-49.68
09/03/2026	DFT0002453	Bank Draft	American Family Life Assurance Company c	-37.26
09/03/2026	DFT0002454	Bank Draft	American Family Life Assurance Company c	-6.54
09/03/2026	DFT0002455	Bank Draft	American Family Life Assurance Company c	-290.58
09/03/2026	DFT0002456	Bank Draft	American Family Life Assurance Company c	-216.45
09/03/2026	DFT0002457	Bank Draft	American Family Life Assurance Company c	-6.54
09/03/2026	DFT0002458	Bank Draft	American Family Life Assurance Company c	-37.26
09/03/2026	DFT0002459	Bank Draft	American Family Life Assurance Company c	-49.68
09/03/2026	DFT0002460	Bank Draft	American Family Life Assurance Company c	-290.58
09/03/2026	DFT0002461	Bank Draft	American Family Life Assurance Company c	-216.45
09/03/2026	DFT0002462	Bank Draft	Morgan White Administrators, Inc.	-705.77
09/03/2026	DFT0002463	Bank Draft	Morgan White Administrators, Inc.	-157.25
09/03/2026	DFT0002464	Bank Draft	Morgan White Administrators, Inc.	-705.77
09/03/2026	DFT0002465	Bank Draft	Morgan White Administrators, Inc.	-157.25
09/04/2026	1431	EFT	Kayce Leigh Saik	-120.00
09/04/2026	1432	EFT	Marsha Weems Stacey	-1,200.00
09/04/2026	1433	EFT	Melanie Greer	-120.00
09/04/2026	1434	EFT	Michael Devin Whitt	-1,200.00
09/04/2026	DFT0002347	Bank Draft	Telepak Networks, Inc.	-2,388.44
09/04/2026	DFT0002351	Bank Draft	Huntington National Bank	-89.59
09/04/2026	DFT0002352	Bank Draft	AT&T Mobility	-334.98
09/08/2026	DFT0002444	Bank Draft	Mississippi Deferred Compensation	-417.50
09/08/2026	DFT0002445	Bank Draft	Mississippi Deferred Compensation	-417.50
09/08/2026	DFT0002446	Bank Draft	Mississippi Public Employees Retirement Sy	-145.94
09/08/2026	DFT0002447	Bank Draft	Mississippi Public Employees Retirement Sy	-24,782.82
09/08/2026	DFT0002448	Bank Draft	Mississippi Public Employees Retirement Sy	-145.94
09/08/2026	DFT0002449	Bank Draft	Mississippi Public Employees Retirement Sy	-24,751.18
09/11/2026	EFT0000124	EFT	Payroll EFT	-68,396.38
09/15/2026	DFT0002408	Bank Draft	Madison County Tax Collector	-673.06
09/15/2026	DFT0002411	Bank Draft	BankPlus	-20.00
09/25/2026	DFT0002426	Bank Draft	IRS Taxpayer Assistance Center	-10,119.71
09/25/2026	DFT0002427	Bank Draft	IRS Taxpayer Assistance Center	-4,932.66
09/25/2026	DFT0002428	Bank Draft Reversal	IRS Taxpayer Assistance Center	24.24
09/25/2026	DFT0002429	Bank Draft Reversal	IRS Taxpayer Assistance Center	5.68
09/25/2026	DFT0002430	Bank Draft Reversal	IRS Taxpayer Assistance Center	42.69
09/25/2026	DFT0002431	Bank Draft	IRS Taxpayer Assistance Center	-2,653.40
09/25/2026	DFT0002432	Bank Draft	IRS Taxpayer Assistance Center	-4,819.13
09/25/2026	DFT0002433	Bank Draft	IRS Taxpayer Assistance Center	-11,345.44
09/25/2026	DFT0002434	Bank Draft Reversal	IRS Taxpayer Assistance Center	66.44
09/25/2026	DFT0002435	Bank Draft Reversal	IRS Taxpayer Assistance Center	166.13
09/25/2026	DFT0002436	Bank Draft Reversal	IRS Taxpayer Assistance Center	284.06
09/25/2026	DFT0002437	Bank Draft	IRS Taxpayer Assistance Center	-66.44
09/25/2026	DFT0002438	Bank Draft	IRS Taxpayer Assistance Center	-284.06
09/25/2026	DFT0002439	Bank Draft	IRS Taxpayer Assistance Center	-166.13

Cleared Other

Item Date	Reference	Item Type	Description	Amount
09/25/2026	DFT0002440	Bank Draft	IRS Taxpayer Assistance Center	-31.20
09/25/2026	DFT0002441	Bank Draft	IRS Taxpayer Assistance Center	-8.30
09/25/2026	DFT0002442	Bank Draft	IRS Taxpayer Assistance Center	-35.42
09/25/2026	DFT0002443	Bank Draft	IRS Taxpayer Assistance Center	-2,653.02
09/25/2026	EFT0000125	EFT	Payroll EFT	-68,374.89
09/28/2026	DFT0002409	Bank Draft	BankPlus	-577.00
09/30/2026	DFT0002410	Bank Draft	BankPlus	-23.30
			Total Cleared Other (66)	-276,905.84

Outstanding Deposits

Item Date	Reference	Item Type	Description	Amount
09/29/2026	DEP0005439	Deposit	DEPOSIT CASH RECEIPTS	77.00
09/30/2026	DEP0005443	Deposit	DEPOSIT CASH RECEIPTS	711.00
09/30/2026	DEP0005446	Deposit	CLPKT01581 BG:CC Payment	1,463.50
09/30/2026	DEP0005449	Deposit	CLPKT01582 BG:CC Payment	25.00
			Total Outstanding Deposits (4)	2,276.50

Outstanding Checks

Item Date	Reference	Item Type	Description	Amount
03/13/2026	153	Check	153	-119.07
08/13/2026	3407	Check	Chris Buckner	-41.39
09/09/2026	3454	Check	Akros Academy of Jiu-Jitsu	-150.00
09/09/2026	3461	Check	Brackish Holdings, LLC	-475.00
09/09/2026	3462	Check	Bridge & Watson, Inc.	-7,021.75
09/09/2026	3509	Check	W.W. Grainger, inc.	-699.28
09/23/2026	3511	Check	LVNV Funding, LLC (Jacob Law Group)	-821.30
			Total Outstanding Checks (7)	-9,327.79

Outstanding Other

Item Date	Reference	Item Type	Description	Amount
04/06/2026	DFT0002063	Bank Draft	Delta Utilities Aggregator, LLC	-162.26
04/06/2026	DFT0002064	Bank Draft	Delta Utilities Aggregator, LLC	-145.54
09/11/2026	R-5041	Electronic Fund Transfer Re	R-5041	1,636.64
			Total Outstanding Other (3)	1,328.84

Voided Checks

Item Date	Reference	Item Type	Description	Amount
09/09/2026	3459	Check	Void Check	0.00
09/09/2026	3460	Check	Void Check	0.00

Voided Checks

Item Date	Reference	Item Type	Description		Amount
09/09/2026	3490	Check	Void Check		0.00
09/09/2026	3491	Check	Void Check		0.00
				Total Voided Checks (4)	0.00

Gluckstadt, MS

Bank Statement Register

Transaction Summary

Transaction Type	Count	Outstanding	Cleared	Total
Bank Draft Reversal	7	0.00	766.86	766.86
Bank Draft	55	-307.80	-138,261.43	-138,569.23
Check	74	-9,327.79	-169,289.72	-178,617.51
Deposit	72	2,276.50	776,075.51	778,352.01
EFT	6	0.00	-139,411.27	-139,411.27
EFT Reversal	1	1,636.64	0.00	1,636.64
		-5,722.45	329,879.95	324,157.50

Gluckstadt, MS

Bank Statement Register

BCBS Park Grant Fund

Period 9/1/2026 - 9/30/2026

Packet: BRPKT00341

Bank Statement		General Ledger	
Beginning Balance	2,331,907.00	Account Balance	2,331,907.00
Plus Debits	0.00	Less Outstanding Debits	0.00
Less Credits	0.00	Plus Outstanding Credits	0.00
Adjustments	0.00	Adjustments	0.00
Ending Balance	2,331,907.00	Adjusted Account Balance	2,331,907.00

Statement Ending Balance	2,331,907.00
Bank Difference	0.00
General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

303-000-10100 CASH

Gluckstadt, MS

Bank Statement Register

MOSTF ACCOUNT

Period 9/1/2026 - 9/30/2026

Packet: BRPKT00340

Bank Statement		General Ledger	
Beginning Balance	1,697,325.00	Account Balance	1,697,325.00
Plus Debits	0.00	Less Outstanding Debits	0.00
Less Credits	0.00	Plus Outstanding Credits	0.00
Adjustments	0.00	Adjustments	0.00
Ending Balance	1,697,325.00	Adjusted Account Balance	1,697,325.00

Statement Ending Balance	1,697,325.00
Bank Difference	0.00
General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

302-000-10100 CASH

Gluckstadt, MS

Bank Statement Register

GLUCKSTADT ROAD WIDENING PROJECT

Period 9/1/2026 - 9/30/2026

Packet: BRPKT00339

Bank Statement		General Ledger	
Beginning Balance	327,169.90	Account Balance	200,412.90
Plus Debits	0.00	Less Outstanding Debits	0.00
Less Credits	0.00	Plus Outstanding Credits	126,757.00
Adjustments	0.00	Adjustments	0.00
Ending Balance	327,169.90	Adjusted Account Balance	327,169.90

Statement Ending Balance	327,169.90
Bank Difference	0.00
General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

301-000-10100 CASH

Outstanding Checks

Item Date	Reference	Item Type	Description	Amount
07/15/2026	12	Check	Traffic Control Products	-126,757.00
			Total Outstanding Checks (1)	-126,757.00

Gluckstadt, MS

Bank Statement Register

Transaction Summary

Transaction Type	Count	Outstanding	Cleared	Total
Check	1	-126,757.00	0.00	-126,757.00
		-126,757.00	0.00	-126,757.00

Gluckstadt, MS

Bank Statement Register

CALHOUN STATION PKWY OVERLAY PROJECT

Period 9/1/2026 - 9/30/2026

Packet: BRPKT00346

Bank Statement		General Ledger	
Beginning Balance	392,361.08	Account Balance	0.00
Plus Debits	0.00	Less Outstanding Debits	0.00
Less Credits	392,361.08	Plus Outstanding Credits	0.00
Adjustments	0.00	Adjustments	0.00
Ending Balance	0.00	Adjusted Account Balance	0.00

Statement Ending Balance	0.00
Bank Difference	0.00
General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

300-000-10100 CASH

Cleared Checks

Item Date	Reference	Item Type	Description	Amount
09/08/2026	24	Check	City of Gluckstadt	-392,361.08
			Total Cleared Checks (1)	-392,361.08

Gluckstadt, MS

Bank Statement Register

Transaction Summary

Transaction Type	Count	Outstanding	Cleared	Total
Check	1	0.00	-392,361.08	-392,361.08
		0.00	-392,361.08	-392,361.08

Gluckstadt, MS

Bank Statement Register

ICE STATION SEARCH AND SEIZURE ACCOUNT

Period 9/1/2026 - 9/30/2026

Packet: BRPKT00343

Bank Statement		General Ledger	
Beginning Balance	175.00	Account Balance	175.00
Plus Debits	0.00	Less Outstanding Debits	0.00
Less Credits	0.00	Plus Outstanding Credits	0.00
Adjustments	0.00	Adjustments	0.00
Ending Balance	175.00	Adjusted Account Balance	175.00

Statement Ending Balance	175.00
Bank Difference	0.00
General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

100-000-10100 CASH

Gluckstadt, MS

Bank Statement Register

PD FORFEITED FUNDS ACCOUNT

Period 9/1/2026 - 9/30/2026

Packet: BRPKT00344

Bank Statement		General Ledger	
Beginning Balance	10,330.00	Account Balance	10,330.00
Plus Debits	0.00	Less Outstanding Debits	0.00
Less Credits	0.00	Plus Outstanding Credits	0.00
Adjustments	0.00	Adjustments	0.00
Ending Balance	10,330.00	Adjusted Account Balance	10,330.00

Statement Ending Balance	10,330.00
Bank Difference	0.00
General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

102-000-10100 CASH

Gluckstadt, MS

Bank Statement Register

POLICE STATION DEBT SERVICE FUND

Period 9/1/2026 - 9/30/2026

Packet: BRPKT00345

Bank Statement		General Ledger	
Beginning Balance	100.24	Account Balance	100.24
Plus Debits	0.00	Less Outstanding Debits	0.00
Less Credits	0.00	Plus Outstanding Credits	0.00
Adjustments	0.00	Adjustments	0.00
Ending Balance	100.24	Adjusted Account Balance	100.24

Statement Ending Balance	100.24
Bank Difference	0.00
General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

200-000-10100 CASH

Gluckstadt, MS

Bank Statement Register

PD FIREARM SEIZURE ACCOUNT

Period 9/1/2026 - 9/30/2026

Packet: BRPKT00342

Bank Statement		General Ledger	
Beginning Balance	13,000.00	Account Balance	13,000.00
Plus Debits	0.00	Less Outstanding Debits	0.00
Less Credits	0.00	Plus Outstanding Credits	0.00
Adjustments	0.00	Adjustments	0.00
Ending Balance	13,000.00	Adjusted Account Balance	13,000.00

Statement Ending Balance	13,000.00
Bank Difference	0.00
General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

104-000-10100 CASH

Gluckstadt, MS

Bank Statement Register

COURT BOND ACCOUNT (HOLDING)

Period 9/1/2026 - 9/30/2026

Packet: BRPKT00338

Bank Statement		General Ledger	
Beginning Balance	58,646.25	Account Balance	62,327.50
Plus Debits	11,050.00	Less Outstanding Debits	0.00
Less Credits	2,573.00	Plus Outstanding Credits	4,795.75
Adjustments	0.00	Adjustments	0.00
Ending Balance	67,123.25	Adjusted Account Balance	67,123.25

Statement Ending Balance	67,123.25
Bank Difference	0.00
General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

003-000-10100 CASH

Cleared Deposits

Item Date	Reference	Item Type	Description	Amount
09/01/2026	DEP0005325	Deposit	CLPKT01546 BG:Cash	1,250.00
09/11/2026	DEP0005375	Deposit	CLPKT01560 BG:Cash	1,950.00
09/14/2026	DEP0005385	Deposit	CLPKT01562 BG:Cash	3,850.00
09/15/2026	DEP0005388	Deposit	CLPKT01564 BG:Cash	800.00
09/28/2026	DEP0005438	Deposit	CLPKT01579 BG:Cash	3,200.00
			Total Cleared Deposits (5)	11,050.00

Cleared Checks

Item Date	Reference	Item Type	Description	Amount
09/25/2026	86	Check	City of Gluckstadt	-2,573.00
			Total Cleared Checks (1)	-2,573.00

Outstanding Checks

Item Date	Reference	Item Type	Description	Amount
08/29/2025	41	Check	Quanzavious Vaughn	-28.75
10/15/2025	45	Check	Melissa Pace	-250.00
12/29/2025	52	Check	Arnoifo Ortiz	-1,950.00
08/05/2026	77	Check	Alejo Ramos (Court Bond Only)	-206.00
08/05/2026	79	Check	Melvin Stamps (Court Bond Only)	-19.50
08/13/2026	82	Check	Ledarius Carpenter (Bond Refund Only)	-1,077.00
09/25/2026	85	Check	Christina Doss (Bond Refund Only)	-428.75
09/25/2026	87	Check	Kobie Jenkins (Bond Refund Only)	-428.75

Item Date	Reference	Item Type	Description	Amount
09/25/2026	88	Check	Mark Burton (Court Bond Only)	-407.00
			Total Outstanding Checks (9)	-4,795.75

Gluckstadt, MS

Bank Statement Register

Transaction Summary

Transaction Type	Count	Outstanding	Cleared	Total
Check	10	-4,795.75	-2,573.00	-7,368.75
Deposit	5	0.00	11,050.00	11,050.00
		-4,795.75	8,477.00	3,681.25

RESOLUTION AMENDING THE FISCAL YEAR ENDING 2026 MUNICIPAL BUDGET

WHEREAS, the City of Gluckstadt adopted its municipal operating budget in September 2025 and set forth therein the anticipated revenues to be collected and expenditures to be expended throughout the ensuing fiscal year; and,

WHEREAS, the City of Gluckstadt has previously amended its annual operating budget in November 2025, February 2026, April 2026, May 2026, June 2026, and August 2026; and,

WHEREAS, the City of Gluckstadt now finds that it is necessary and desirable to make certain budget amendments to the General Fund to account for additional necessary expenses incurred;

NOW THEREFORE BE IT RESOLVED, that the fiscal year ending 2026 municipal *General Fund* operating budget be and is hereby amended in accordance with the details set forth as follows:

1) That the budget category of Personnel in the Police Department be amended by increasing the amount by $14,000.00 to provide funds for a budget shortfall in wages and benefits. The Contractual Services category in General Administration will provide the funds.

2) That the budget category of Contractual Services in General Administration be amended by decreasing the amount by $14,000.00 to provide funds for Police Department personnel expenses.

BE IT FURTHER RESOLVED that pursuant to the foregoing the fiscal year ending September 30, 2026, General Fund budget as restated is as follows:

City of Gluckstadt General Fund RECEIPTS	Final Budget as Adopted	First Amended Budget as Adopted	Second Amended Budget as Adopted	Third Amended Budget as Adopted	Fourth Amended Budget as Adopted	Fifth Amended Budget as Adopted	Sixth Amended Budget as Adopted	Proposed Amendments	Budget Including Adopted Amendments
Licenses & Permits:									
Privilege Licenses	$ 40,000.00	$ 40,000.00	$ 40,000.00	$ 40,000.00	$ 40,000.00	$ 40,000.00	$ 40,000.00	$ -	$ 40,000.00
Building Permits	130,000.00	130,000.00	130,000.00	130,000.00	130,000.00	130,000.00	130,000.00	-	130,000.00
Zoning Permits	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	-	4,000.00
Franchise Fees/Taxes:									
Franchise Taxes (Public Utilities)	200,000.00	200,000.00	200,000.00	200,000.00	200,000.00	200,000.00	200,000.00	-	200,000.00
Intergovernmental Revenues:									
Federal Grants	489,600.00	489,600.00	489,600.00	489,600.00	489,600.00	489,600.00	489,600.00	-	489,600.00
State Grants	190,406.10	190,406.10	210,406.10	1,737,998.60	1,737,998.60	1,737,998.60	1,751,818.60	-	1,751,818.60
State Shared Revenues	3,481,600.00	3,481,600.00	3,481,600.00	3,481,600.00	3,481,600.00	3,481,600.00	3,481,600.00	-	3,481,600.00
County Shared Revenues	470,000.00	470,000.00	778,335.00	778,335.00	778,335.00	778,335.00	778,335.00	-	778,335.00
Fines and Forfeits	402,500.00	402,500.00	402,500.00	402,500.00	402,500.00	402,500.00	402,500.00	-	402,500.00
Interest	75,000.00	75,000.00	75,000.00	75,000.00	75,000.00	75,000.00	75,000.00	-	75,000.00
Miscellaneous:									
Donations	-	-	-	10,200.00	10,200.00	10,200.00	18,700.00	-	18,700.00
Public Record Requests	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00	-	8,000.00
Other Revenue	-	-	-	-	-	2,331,907.00	2,336,907.00	-	2,336,907.00
Fee for Tax Collections	(52,000.00)	(52,000.00)	(52,000.00)	(52,000.00)	(52,000.00)	(52,000.00)	(52,000.00)	-	(52,000.00)
Transfers In	328,850.00	328,850.00	328,850.00	328,850.00	328,850.00	328,850.00	721,211.08	-	721,211.08
Total from All Sources, Other Than Taxation	$ 5,767,956.10	$ 5,767,956.10	$ 6,096,291.10	$ 7,634,083.60	$ 7,634,083.60	$ 9,965,990.60	$10,385,671.68	$ -	$10,385,671.68
Beginning Cash and Investment Balance	3,560,543.87	4,004,545.00	4,004,545.00	4,004,545.00	4,004,545.00	4,004,545.00	4,004,545.00	-	4,004,545.00
Total Receipts Other Than Ad Valorem Tax	9,328,499.97	9,772,501.10	10,100,836.10	11,638,628.60	11,638,628.60	13,970,535.60	14,390,216.68	-	14,390,216.68
Amount to be Raised by Ad Valorem Tax	1,573,900.00	1,573,900.00	1,573,900.00	1,573,900.00	1,573,900.00	1,573,900.00	1,573,900.00	-	1,573,900.00
TOTAL FROM ALL SOURCES	$10,902,399.97	$11,346,401.10	$11,674,736.10	$13,212,528.60	$13,212,528.60	$15,544,435.60	$15,964,116.68	$ -	$15,964,116.68

City of Gluckstadt General Fund DISBURSEMENTS	Final Budget as Adopted	First Amended Budget as Adopted	Second Amended Budget as Adopted	Third Amended Budget as Adopted	Fourth Amended Budget as Adopted	Fifth Amended Budget as Adopted	Sixth Amended Budget as Adopted	Proposed Amendments	Budget Including Adopted Amendments
Legislative - Board:									
Personnel Services	$ 35,545.00	$ 35,545.00	$ 35,545.00	$ 35,545.00	$ 35,545.00	$ 35,545.00	$ 35,545.00	$ -	$ 35,545.00
Supplies	500.00	500.00	500.00	500.00	500.00	500.00	500.00	-	500.00
Contractual Services	13,750.00	13,750.00	13,750.00	13,750.00	13,750.00	13,750.00	13,750.00	-	13,750.00
Capital Outlay	-	-	-	-	-	-	-	-	-
Total	$ 49,795.00	$ 49,795.00	$ 49,795.00	$ 49,795.00	$ 49,795.00	$ 49,795.00	$ 49,795.00	$ -	$ 49,795.00
Judicial - Municipal Court:									
Personnel Services	$ 204,748.16	$ 204,748.16	$ 204,748.16	$ 204,748.16	$ 204,748.16	$ 204,748.16	$ 204,748.16	$ -	$ 204,748.16
Supplies	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00	-	8,000.00
Contractual Services	85,900.00	85,900.00	85,900.00	85,900.00	85,900.00	85,900.00	85,900.00	-	85,900.00
Capital Outlay	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	-	3,500.00
Total	$ 302,148.16	$ 302,148.16	$ 302,148.16	$ 302,148.16	$ 302,148.16	$ 302,148.16	$ 302,148.16	$ -	$ 302,148.16
Executive - Mayor:									
Personnel Services	$ -	$ 27,500.00	$ 27,500.00	$ 27,500.00	$ 27,500.00	$ 27,500.00	$ 27,500.00	$ -	$ 27,500.00
Supplies	500.00	500.00	500.00	500.00	500.00	500.00	500.00	-	500.00
Contractual Services	9,400.00	9,400.00	9,400.00	9,400.00	9,400.00	9,400.00	9,400.00	-	9,400.00
Capital Outlay	-	-	-	-	-	-	-	-	-
Total	$ 9,900.00	$ 37,400.00	$ 37,400.00	$ 37,400.00	$ 37,400.00	$ 37,400.00	$ 37,400.00	$ -	$ 37,400.00
Elections									
Contractual Services	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ -	$ 10,000.00
Total	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ -	$ 10,000.00
Administration - Financial:									
Personnel Services	$ 377,955.01	$ 377,955.01	$ 377,955.01	$ 377,955.01	$ 377,955.01	$ 377,955.01	$ 377,955.01	$ -	$ 377,955.01
Supplies	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	-	4,000.00
Contractual Services	58,020.00	58,020.00	58,020.00	58,020.00	58,020.00	58,020.00	58,020.00	-	58,020.00
Capital Outlay	-	2,670.00	2,670.00	2,670.00	2,670.00	2,670.00	2,670.00	-	2,670.00
Total	$ 439,975.01	$ 442,645.01	$ 442,645.01	$ 442,645.01	$ 442,645.01	$ 442,645.01	$ 442,645.01	$ -	$ 442,645.01
Planning & Zoning:									
Personnel Services	$ 100,766.16	$ 100,766.16	$ 158,266.16	$ 158,266.16	$ 158,266.16	$ 158,266.16	$ 158,266.16	$ -	$ 158,266.16
Supplies	1,900.00	1,900.00	1,900.00	1,900.00	1,900.00	1,900.00	1,900.00	-	1,900.00
Contractual Services	78,030.00	78,030.00	78,030.00	98,030.00	98,030.00	98,030.00	98,030.00	-	98,030.00
Capital Outlay	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	-	1,250.00
Total	$ 181,946.16	$ 181,946.16	$ 239,446.16	$ 259,446.16	$ 259,446.16	$ 259,446.16	$ 259,446.16	$ -	$ 259,446.16

City of Gluckstadt General Fund DISBURSEMENTS	Final Budget as Adopted	First Amended Budget as Adopted	Second Amended Budget as Adopted	Third Amended Budget as Adopted	Fourth Amended Budget as Adopted	Fifth Amended Budget as Adopted	Sixth Amended Budget as Adopted	Proposed Amendments	Budget Including Adopted Amendments
Administration - General:									
Personnel Services	$ 74,027.62	$ 74,027.62	$ 74,027.62	$ 74,027.62	$ 74,027.62	$ 74,027.62	$ 74,027.62	$ -	$ 74,027.62
Supplies	-	-	-	-	-	-	-	-	-
Contractual Services	941,450.00	893,450.00	933,450.00	913,450.00	913,450.00	913,450.00	913,450.00	(14,000.00)	899,450.00
Capital Outlay	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	-	1,500.00
Total	$ 1,016,977.62	$ 968,977.62	$ 1,008,977.62	$ 988,977.62	$ 988,977.62	$ 988,977.62	$ 988,977.62	$ (14,000.00)	$ 974,977.62
Police Department:									
Personnel Services	$ 1,775,480.30	$ 1,810,480.30	$ 1,810,480.30	$ 1,810,480.30	$ 1,832,480.30	$ 1,832,480.30	$ 1,854,480.30	$ 14,000.00	$ 1,868,480.30
Supplies	158,200.00	158,200.00	163,200.00	163,200.00	163,200.00	163,200.00	163,200.00	-	163,200.00
Contractual Services	313,830.00	313,830.00	313,830.00	332,207.00	332,207.00	332,207.00	315,207.00	-	315,207.00
Capital Outlay	388,468.42	604,133.17	599,133.17	590,956.17	568,956.17	568,956.17	591,276.17	-	591,276.17
Total	$ 2,635,978.72	$ 2,886,643.47	$ 2,886,643.47	$ 2,896,843.47	$ 2,896,843.47	$ 2,896,843.47	$ 2,924,163.47	$ 14,000.00	$ 2,938,163.47
Fire Department:									
Contractual Services	$ 60,000.00	$ 60,000.00	$ 60,000.00	$ 60,000.00	$ 60,000.00	$ 60,000.00	$ 60,000.00	$ -	$ 60,000.00
Total	$ 60,000.00	$ 60,000.00	$ 60,000.00	$ 60,000.00	$ 60,000.00	$ 60,000.00	$ 60,000.00	$ -	$ 60,000.00
Building Inspection:									
Personnel Services	$ 177,847.97	$ 177,847.97	$ 120,347.97	$ 120,347.97	$ 120,347.97	$ 120,347.97	$ 120,347.97	$ -	$ 120,347.97
Supplies	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	-	6,300.00
Contractual Services	12,000.00	12,000.00	12,000.00	12,000.00	12,000.00	12,000.00	12,000.00	-	12,000.00
Capital Outlay	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	-	1,250.00
Total	$ 197,397.97	$ 197,397.97	$ 139,897.97	$ 139,897.97	$ 139,897.97	$ 139,897.97	$ 139,897.97	$ -	$ 139,897.97
Street Department:									
Personnel Services	$ 628,310.81	$ 628,310.81	$ 628,310.81	$ 628,310.81	$ 628,310.81	$ 628,310.81	$ 628,310.81	$ -	$ 628,310.81
Supplies	163,700.00	163,700.00	163,700.00	163,700.00	163,700.00	163,700.00	163,700.00	-	163,700.00
Contractual Services	361,850.00	361,850.00	361,850.00	361,850.00	361,850.00	361,850.00	361,850.00	-	361,850.00
Capital Outlay	503,500.00	503,500.00	837,305.00	837,305.00	837,305.00	837,305.00	837,305.00	-	837,305.00
Total	$ 1,657,360.81	$ 1,657,360.81	$ 1,991,165.81	$ 1,991,165.81	$ 1,991,165.81	$ 1,991,165.81	$ 1,991,165.81	$ -	$ 1,991,165.81
Parks & Recreation:									
Personnel Services	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Supplies	-	-	-	593,777.78	-	-	-	-	-
Contractual Services	-	-	-	538,888.89	-	-	-	-	-
Capital Outlay	-	-	-	564,658.33	-	-	-	-	-
Total	$ -	$ -	$ -	$ 1,697,325.00	$ -	$ -	$ -	$ -	$ -
Transfers:									
Transfers out	$ 804,381.81	$ 804,381.81	$ 804,381.81	$ 804,381.81	$ 2,501,706.81	$ 4,833,613.81	$ 4,833,613.81	$ -	$ 4,833,613.81
Total	$ 804,381.81	$ 804,381.81	$ 804,381.81	$ 804,381.81	$ 2,501,706.81	$ 4,833,613.81	$ 4,833,613.81	$ -	$ 4,833,613.81
Total Disbursements	$ 7,365,861.26	$ 7,598,696.01	$ 7,972,501.01	$ 9,680,026.01	$ 9,680,026.01	$12,011,933.01	$12,039,253.01	$ -	$12,039,253.01
Ending Cash and Investment Balance	$ 3,536,538.71	$ 3,747,705.09	$ 3,702,235.09	$ 3,532,502.59	$ 3,532,502.59	$ 3,532,502.59	$ 3,924,863.67	$ -	$ 3,924,863.67
TOTAL DISBURSMENTS AND ENDING BALANCE	$10,902,399.97	$11,346,401.10	$11,674,736.10	$13,212,528.60	$13,212,528.60	$15,544,435.60	$15,964,116.68	$ -	$15,964,116.68

BE IT FURTHER RESOLVED that pursuant to Miss Code Ann. §21-35-25 the City Clerk is hereby authorized and directed to publish the foregoing amendments to the municipal budget within two (2) weeks of the adoption of this resolution.

The foregoing resolution having been first reduced to writing was moved for adoption by Alderman _____, and seconded by Alderman _____, with the vote thereon being as follows:

Alderman Miya Warfield Bates voted:	yes	no
Alderman Jessie Campbell voted:	yes	no
Alderman Jayce Powell voted:	yes	no
Alderman John Taylor voted:	yes	no
Alderman Chip Williams voted:	yes	no

SO RESOLVED this the 13th day of October 2026.

_____
WALTER C. MORRISON, IV
MAYOR

ATTEST:

_____
LINDSAY KELLUM
CITY CLERK

{Seal}

GROUND LEASE AGREEMENT

This **GROUND LEASE AGREEMENT** (this "**Lease**") is made and entered into as of the ____ day of _____, 2026 (the "**Effective Date**"), by and between:

JOHN C. HARRELD, **JUDITH S. HUTCHINSON,** as trustee of the **HUTCHINSON FAMILY TRUST,** and **ANNETTE MARIA SCHMIDT HARRELD** ("**Landlord**"); and

THE CITY OF GLUCKSTADT, MISSISSIPPI, a municipal corporation organized and existing under the laws of the State of Mississippi (the "**City**" or "**Tenant**").

Landlord and the City are each a "**Party**" and together the "**Parties**."

WHEREAS, Landlord is the owner of certain real property containing approximately 14.02 acres situated in the Northwest Quarter of Section 21, Township 8 North, Range 2 East, Madison County, Mississippi, as more particularly described and depicted on the plat of survey attached hereto as **Exhibit A** (the "**Premises**");

WHEREAS, the City is sponsoring a community event known as "**Germanfest**" (the "**Event**") to be held on the Premises on October 25, 2026, which Event will include vendor booths, food and beverage service (including the sale of beer), live entertainment, parking, fundraising activities conducted by or on behalf of the City, and related ancillary operations; and

WHEREAS, the City desires to lease the Premises from Landlord, and Landlord desires to lease the Premises to the City, for the purpose of conducting the Event, upon the terms and conditions set forth in this Lease.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Premises

Landlord hereby leases to the City, and the City hereby leases from Landlord, the Premises, together with the right to use all access drives, entrances, and appurtenances serving the Premises, for the Term and for the Permitted Use, subject to and upon the terms, covenants, and conditions contained in this Lease.

2. Term

2.1 Term. The term of this Lease (the "**Term**") commences at 8:00 a.m. Central Time on Oct. 24, 2026, setup date, and expires at 11:59 p.m. Central Time on Oct. 26, 2026, teardown date, unless earlier terminated in accordance with this Lease. The Term

includes the Event Date and a reasonable period before and after the Event Date for setup, delivery, installation, takedown, and removal.

2.2 Event Date. The Event will be held on **October 25, 2026** (the "**Event Date**") during such hours as the City may determine (the "**Event Hours**").

2.3 Access. The City and its officers, employees, agents, contractors, vendors, sponsors, donors, and invitees (collectively, the "**City Parties**") will have access to the Premises during the Term for all purposes consistent with the Permitted Use.

3. Rent and Consideration

As rent and consideration for the lease of the Premises, the City will pay to Landlord the sum of One Dollar ($1.00) for the Term, payable on or before October 25, 2026. The Parties acknowledge that this Lease and the mutual covenants contained herein are supported by good and valuable consideration, and that the City's covenants, including its insurance and indemnification obligations under Sections 8 and 9, are made in exchange for the leasehold estate and other benefits conferred upon the City under this Lease.

4. Permitted Use

4.1 Permitted Use. The City may use the Premises solely for conducting the Event and activities reasonably related or incidental thereto, including, without limitation, vendor and exhibitor booths, food and beverage sales and service (including the sale of beer as provided in Section 5), live and recorded entertainment, seating, staging, tents and temporary structures, sanitary facilities, parking, security operations, and fundraising conducted by or on behalf of the City (the "**Permitted Use**"). The City will not use the Premises for any other purpose without Landlord's prior written consent.

4.2 Sponsorship and Third Parties. The City may, in furtherance of the Permitted Use, engage and permit third-party vendors, exhibitors, contractors, service providers, sponsors, and donors to participate in and support the Event on the Premises, provided that each such party complies with the applicable terms of this Lease, including the insurance requirements of Section 8.

4.3 Compliance with Laws. The City will, and will cause the City Parties to, comply with all applicable federal, state, and local laws, ordinances, codes, and regulations applicable to the Event, and will obtain and maintain all permits, licenses, and approvals necessary for the Event, including any applicable fire-code, crowd-safety, and health-department approvals.

5. Alcohol Sales and Service

5.1 Permits. No beer or other alcoholic beverage may be sold or served on the Premises except in compliance with all applicable Mississippi laws and regulations, including the permitting requirements administered by the Mississippi Department of Revenue, Alcoholic Beverage Control. The City will ensure that all required permits for the sale and service of beer at the Event (including, as applicable, any temporary retailer's permit and any festival permit) are obtained and maintained, and that all vendors selling or serving beer hold all permits required for their activities.

5.2 Responsible Service. The City will require that all beer be sold and served only to persons of lawful drinking age and only by vendors or personnel trained in responsible alcohol service, and that no beer be sold or served to any person who is visibly intoxicated. The City will implement reasonable measures (including age verification and point-of-sale controls) to promote responsible service and consumption at the Event.

5.3 Vendor Insurance. Each vendor that sells or serves beer or any other alcoholic beverage at the Event must satisfy the liquor-liability and general-liability insurance requirements set forth in Section 8.3.

6. Condition of Premises; Utilities

6.1 As-Is. The City accepts the Premises in their "AS IS, WHERE IS" condition as of the Effective Date. Landlord makes no representation or warranty, express or implied, regarding the condition or suitability of the Premises for the Event, except as expressly set forth in this Lease.

6.2 Utilities and Temporary Facilities. The City is responsible, at its sole cost, for arranging any temporary utilities, generators, water, restroom facilities, waste receptacles, and similar services required for the Event.

7. Maintenance, Restoration, and Cleanup

7.1 Care. During the Term, the City will take reasonable measures to protect the Premises and will not commit or permit waste.

7.2 Restoration. Promptly following the Event, and in any event before expiration of the Term, the City will remove all booths, structures, equipment, signage, trash, and debris placed on the Premises by or at the direction of the City Parties and will restore the Premises to substantially the same condition as existed on the commencement of the Term, reasonable wear and tear excepted. The obligations of this Section 7 survive the expiration or earlier termination of this Lease.

7.3 Signage. The City may install temporary signage for the Event in compliance with applicable law and will remove all such signage upon conclusion of the Event.

8. Insurance

The City will maintain, and will cause applicable third parties to maintain, the following insurance in connection with the Event. All requirements in this Section are undertaken by the City **to the extent permitted by Mississippi Law.**

8.1 City Liability Coverage. The City will maintain commercial general liability insurance (or equivalent coverage through a governmental self-insurance plan or risk pool) covering the Event with limits of not less than **One Million Dollars ($1,000,000) per occurrence** and **Two Million Dollars ($2,000,000) in the aggregate**, together with excess or umbrella liability coverage of not less than **Five Hundred Thousand Dollars ($500,000)** and up to **One Million Dollars ($1,000,000)**. The City will also maintain:

(a) **Automobile liability** insurance covering owned, hired, and non-owned automobiles, with a combined single limit of not less than One Million Dollars ($1,000,000) per accident; and

(b) **Workers' compensation** insurance as required by Mississippi law, together with **employers' liability (Part B)** coverage with limits of not less than One Million Dollars ($1,000,000).

8.2 Additional Insured; Waiver of Subrogation. To the extent available under the City's policies and permitted by the City's insurer:

(a) The City will cause **Landlord** to be named as **additional insureds** on the commercial general liability coverage described in Section 8.1 with respect to the Event; and

(b) The City will cause its applicable liability and workers' compensation policies to include a **waiver of subrogation** endorsement in favor of Landlord.

8.3 Vendor Alcohol Insurance. The City will require each vendor that sells or serves beer or any other alcoholic beverage at the Event, prior to such activity, to deliver a certificate of insurance evidencing (a) **liquor liability insurance** with a limit of not less than **One Million Dollars ($1,000,000)**, and (b) **commercial general liability insurance**. The City will require each such vendor to name Landlord and the City as additional insureds on such coverage to the extent obtainable.

8.4 Certificates. The City will provide Landlord with certificates of insurance evidencing the coverages described in Sections 8.1 and 8.2 prior to the Event Date, and will use reasonable efforts to collect and make available the vendor certificates described in Section 8.3.

8.5 Statutory Limitation. Nothing in this Section 8 waives, or is intended to waive, any immunity, defense, or limitation of liability available to the City under the Mississippi Tort Claims Act or other applicable law, except that, as provided in Miss. Code Ann. § 11-46-17(4), the City's immunity from suit above the statutory liability cap is waived only to the extent of any excess liability insurance actually carried.

9. Indemnification

9.1 City Indemnity. To the extent permitted by Mississippi law, and subject in all respects to the limitations, damages caps, and immunities of the Mississippi Tort Claims Act (Miss. Code Ann. § 11-46-1 *et seq.*), the City will indemnify, defend, and hold harmless Landlord and the owners of the Premises from and against third-party claims, damages, liabilities, and reasonable costs (including reasonable attorneys' fees) to the extent arising out of bodily injury, death, or property damage caused by the negligent or wrongful acts or omissions of the City or the City Parties in connection with the City's use and occupancy of the Premises or the conduct of the Event.

9.2 Carve-Outs. The City's obligations under Section 9.1 do **not** extend to, and expressly exclude, any claim, loss, or liability to the extent arising out of (a) the negligence or willful misconduct of Landlord or Landlord's agents, employees, or

contractors; (b) any condition of the Premises not caused by the City Parties; or (c) matters existing prior to the commencement of the Term.

9.3 Statutory Caps. In no event will the City's liability under this Section 9 exceed the maximum amount of liability permitted under Miss. Code Ann. § 11-46-15, except to the extent of excess liability insurance actually carried by the City as provided in Miss. Code Ann. § 11-46-17(4). The City does not, by this Section 9, assume liability for exemplary or punitive damages, pre-judgment interest, or attorneys' fees except as specifically authorized by law.

9.4 Survival. This Section 9 survives the expiration or earlier termination of this Lease.

10. Casualty

If, before the Event Date, the Premises are damaged or rendered unsuitable for the Event by fire, storm, or other casualty, either Party may terminate this Lease by written notice to the other, whereupon neither Party will have any further obligation under this Lease except for obligations that expressly survive termination, and the City will be entitled to a refund of any prepaid rent.

11. Force Majeure; Cancellation

11.1 Force Majeure Event. "**Force Majeure Event**" means any event beyond the reasonable control of the affected Party, including acts of God; severe weather; floods, fires, or other natural disasters; war, terrorism, riots, or civil unrest; governmental orders, proclamations, or actions; and epidemics, pandemics, or other public-health emergencies.

11.2 Effect. If a Force Majeure Event, or any condition reasonably determined by the City to present a risk to public health or safety, prevents or materially impairs the holding of the Event on the Event Date, the City may, in its discretion, (a) reschedule the Event to an alternate date reasonably acceptable to Landlord, in which case the rights and obligations of this Lease will apply to the rescheduled date, or (b) cancel the Event and terminate this Lease by written notice to Landlord, whereupon the City will be entitled to a refund of any prepaid rent and neither Party will have further liability except for obligations that expressly survive termination.

12. Default and Termination

If either Party fails to perform any material obligation under this Lease and such failure continues for ten (10) days after written notice (or such shorter period as is reasonable given the proximity to the Event Date), the non-defaulting Party may terminate this Lease and pursue any remedy available at law or in equity, subject to the limitations of applicable law, including the Mississippi Tort Claims Act as to the City.

13. Relationship of Parties

Nothing in this Lease creates any partnership, joint venture, or agency relationship between the Parties. Each Party is an independent contractor with respect to the other.

14. Notices

All notices under this Lease must be in writing and are deemed given when delivered by hand, by nationally recognized overnight courier, or by certified mail (return receipt requested), addressed to the Party at the address set forth below its signature, or at such other address as a Party may designate by notice.

15. Miscellaneous

15.1 Governing Law. This Lease is governed by and construed in accordance with the laws of the State of Mississippi, without regard to its conflict-of-laws principles. Venue for any dispute lies in Madison County, Mississippi.

15.2 Authority. The City represents that the execution and performance of this Lease have been duly authorized by its governing authorities. This Lease is a short-term agreement and is not intended to, and does not, bind any successor governing authority beyond the Term.

15.3 Entire Agreement; Amendment. This Lease constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior understandings. This Lease may be amended only by a writing signed by both Parties.

15.4 Assignment. The City may not assign this Lease without Landlord's prior written consent.

15.5 Severability. If any provision of this Lease is held invalid or unenforceable, the remaining provisions will continue in full force and effect, and the invalid provision will be deemed modified to the minimum extent necessary to make it valid and enforceable.

15.6 Counterparts. This Lease may be executed in counterparts, each of which is deemed an original and all of which together constitute one agreement. Signatures delivered electronically are deemed originals.

15.7 Headings. Section headings are for convenience only and do not affect interpretation.

[SIGNATURE PAGE TO FOLLOW]

WITNESS OUR SIGNATURES, this the ____ day of _____, 2026.

LANDLORD:

_____

JOHN C. HARRELD

_____

JUDITH S. HUTCHINSON, as Trustee of the Hutchinson Family Trust

_____

ANNETTE MARIA SCHMIDT HARRELD

WITNESS OUR SIGNATURES, this the ____ day of _____, 2026.

TENANT:

CITY OF GLUCKSTADT, MISSISSIPPI, a Mississippi body politic

By:_____
Walter C. Morrison, IV, Mayor

ATTEST:

_____

Lindsay D. Kellum, City Clerk

CITY OF GLUCKSTADT

MISSISSIPPI

OFFICE OF THE CITY CLERK

MEMORANDUM

TO: Mayor & Board of Aldermen

FROM: Lindsay Kellum, City Clerk

DATE: October 13, 2026

SUBJECT: General Update, City Administration

The City Clerk will provide a brief update on the below city administration matters and answer questions.

Items:

- Finance & Budget
- Grants Management
- Accounts Payable
- Fixed Assets
- Training & Education
- Human Resources and Payroll
- Communications and Website
- Public Records Requests
- Events & Chamber of Commerce

CITY OF GLUCKSTADT

MISSISSIPPI

OFFICE OF THE CITY CLERK

MEMORANDUM

TO: Mayor & Board of Alderman

FROM: Scott Maugh, Deputy City Clerk

DATE: 10/08/2026

SUBJECT: Privilege & Transient Vendor License Report (Monthly Update)

From September 1, 2026, to September 30, 2026, the City of Gluckstadt processed thirty-four (34) Regular Privilege Licenses.

The amount of fees collected in 2026 to date is as follows:

Privilege: $37,853.25
Transient: $0

					DISTRIBUTION				
ID	ISSUED TO	DATE	PACKET	TYPE	FEE	PENALTY	TAX	INTEREST	TOTAL
0000090	BUDGET BLINDS OF MA	9/11/2026	00553	Payment	20.00-	.00	.00	.00	20.00-
0000095	CRADDOCK OIL	9/29/2026	00562	Payment	60.50-	.00	.00	.00	60.50-
0000096	AFTER ZONE LLC	9/15/2026	00555	Payment	33.00-	.00	.00	.00	33.00-
0000100	STEEL TECHNOLOGIES	9/24/2026	00560	Payment	82.00-	.00	.00	.00	82.00-
0000106	FASTENAL	9/25/2026	00561	Payment	1,840.00-	.00	.00	.00	1,840.00-
0000108	EXTRA SPACE MANAGEM	9/11/2026	00553	Payment	20.00-	.00	.00	.00	20.00-
0000109	THE RANGE OF MISSIS	9/30/2026	00563	Payment	350.00-	.00	.00	.00	350.00-
0000111	TINDLE FAMILY DENTI	9/03/2026	00551	Payment	20.00-	.00	.00	.00	20.00-
0000115	SHERWIN-WILLIAMS	9/17/2026	00556	Payment	200.00-	.00	.00	.00	200.00-
0000116	EDWARD JONES	9/17/2026	00556	Payment	20.00-	.00	.00	.00	20.00-
0000118	PETVET OPERATING, L	9/29/2026	00562	Payment	45.00-	.00	.00	.00	45.00-
0000214	THE LOCAL MIXER	9/02/2026	00550	Payment	30.00-	.00	.00	.00	30.00-
0000217	MISSISSIPPI CANDY C	9/14/2026	00554	Payment	40.00-	.00	.00	.00	40.00-
0000220	TREMAC RESTEEL, INC	9/11/2026	00553	Payment	72.00-	.00	.00	.00	72.00-
0000224	AMERICAN CHEMICAL,	9/02/2026	00550	Payment	40.00-	.00	.00	.00	40.00-
0000228	PERFORMANCE THERAPY	9/30/2026	00563	Payment	30.00-	.00	.00	.00	30.00-
0000321	ENCORE	9/10/2026	00552	Payment	20.00-	.00	.00	.00	20.00-
0000370	HEADWATERS, INC.	9/01/2026	00549	Payment	107.00-	.00	.00	.00	107.00-
0000373	BROTHER'S ALMANZA	9/21/2026	00558	Payment	22.00-	.00	.00	.00	22.00-
0000380	GLUCKSTADT MADISON	9/29/2026	00562	Payment	20.00-	.00	.00	.00	20.00-
0000382	ELITE CLEANERS GLUC	9/30/2026	00563	Payment	20.00-	.00	.00	.00	20.00-
0000431	DICKERSON PETROLEUM	9/01/2026	00549	Payment	204.00-	.00	.00	.00	204.00-
0000432	BLACK FORREST, LLC	9/03/2026	00551	Payment	20.00-	.00	.00	.00	20.00-
0000433	DOLLAR GENERAL STOR	9/14/2026	00554	Payment	215.00-	.00	.00	.00	215.00-
		9/14/2026	00554	Payment	54.00-	.00	.00	.00	54.00-

					DISTRIBUTION				
ID	ISSUED TO	DATE	PACKET	TYPE	FEE	PENALTY	TAX	INTEREST	TOTAL
0000433	DOLLAR GENERAL STOR	9/14/2026	00554	Payment	90.00-	.00	.00	.00	90.00-
		9/14/2026	00554	Payment	51.60-	.00	.00	.00	51.60-
		9/14/2026	00554	Payment	107.50-	.00	.00	.00	107.50-
		9/14/2026	00554	Payment	215.00-	.00	.00	.00	215.00-
		9/14/2026	00554	Payment	77.40-	.00	.00	.00	77.40-
		9/14/2026	00554	Payment	25.80-	.00	.00	.00	25.80-
		9/14/2026	00554	Payment	215.00-	.00	.00	.00	215.00-
		9/14/2026	00554	Payment	51.60-	.00	.00	.00	51.60-
0000434	MOKI, LLC	9/18/2026	00557	Payment	30.00-	.00	.00	.00	30.00-

FEE CODE TOTALS BY TYPE

FEE CODE	TYPE	COUNT	DISTRIBUTION FEE	PENALTY	TAX	INTEREST	TOTAL
BEER FLAT	Payment	1	15.00CR	0.00	0.00	0.00	15.00CR
MANOVER11	Payment	1	80.00CR	0.00	0.00	0.00	80.00CR
Over11	Payment	4	255.00CR	0.00	0.00	0.00	255.00CR
POSTAGE	Payment	2	4.00CR	0.00	0.00	0.00	4.00CR
Schdl-A	Payment	18	3,558.40CR	0.00	0.00	0.00	3,558.40CR
Schdl-B	Payment	11	436.00CR	0.00	0.00	0.00	436.00CR
WEAPONS	Payment	1	100.00CR	0.00	0.00	0.00	100.00CR
					GRAND TOTAL FOR PERIOD		4,448.40CR

TOTALS BY TRANSACTION TYPE

TYPE	COUNT	DISTRIBUTION FEE	PENALTY	TAX	INTEREST	TOTAL
Payment	34	4,448.40CR	0.00	0.00	0.00	4,448.40CR
TOTAL FOR PERIOD	34					4,448.40CR

SELECTION CRITERIA

Section 7, Item B)

REPORT OPTIONS:

LICENSE RANGE:	THRU ZZZZZZZZZZ
PACKET RANGE:	0 THRU 99999
TRANSACTION RANGE:	9/01/2026 THRU 9/30/2026
LICENSE STATUS:	All
LICENSE CODE:	All
FEE CODE:	All

PRINT OPTIONS:

PRINT TOTALS ONLY:	NO

TRANSACTION TYPE OPTIONS:

ALL:	YES
PAYMENT:	YES
REFUND CHECK:	YES
REVERSE PAYMENT:	YES
REVERSE REFUND:	YES

ADJUSTMENT OPTIONS:

ADJUSTMENT CODE:	ALL

*** END OF REPORT ***

CITY OF GLUCKSTADT

MISSISSIPPI

OFFICE OF THE CITY CLERK

MEMORANDUM

TO: Mayor & Board of Alderman

FROM: Scott Maugh, Deputy City Clerk

DATE: 10/09/2026

SUBJECT: Privilege & Transient Vendor License Report (Annual Update)

From October 1, 2025, to September 30, 2026, the City of Gluckstadt processed three hundred and thiry-eight (338) Regular Privilege Licenses.

The amount of fees collected in FY 2025 is as follows:

Privilege: $46,992.64
Transient: $0

					DISTRIBUTION				
ID	ISSUED TO	DATE	PACKET	TYPE	FEE	PENALTY	TAX	INTEREST	TOTAL
0000001	S&S OPERATING LLC	2/27/2026	00461	Payment	632.50-	.00	.00	.00	632.50-
0000004	SMALLCAKES MADISON	4/14/2026	00480	Payment	20.00-	.00	.00	.00	20.00-
0000007	SUGAR DAZE DESSERT	5/21/2026	00495	Payment	22.00-	.00	.00	.00	22.00-
0000008	THE MAILROOM GLUCKS	6/03/2026	00499	Payment	20.00-	.00	.00	.00	20.00-
0000010	VERACITY, LLC	7/09/2026	00515	Payment	33.00-	.00	.00	.00	33.00-
0000011	SARTAIN'S HERITAGE	4/27/2026	00485	Payment	20.00-	.00	.00	.00	20.00-
0000013	GLUCKSTADT DENTAL C	5/05/2026	00488	Payment	33.00-	.00	.00	.00	33.00-
0000014	AARDVARK COMPUTER S	5/04/2026	00487	Payment	20.00-	.00	.00	.00	20.00-
0000015	PHARMACY GROUP OF M	5/08/2026	00489	Payment	1,840.00-	.00	.00	.00	1,840.00-
0000017	MECHANICAL SYSTEMS	6/18/2026	00506	Payment	30.00-	.00	.00	.00	30.00-
0000018	MOBILE AUDIO MS, LL	4/27/2026	00485	Payment	20.00-	.00	.00	.00	20.00-
0000020	DECORATIVE CENTER I	6/09/2026	00502	Payment	1,840.00-	.00	.00	.00	1,840.00-
0000021	MONO LLC	6/10/2026	00503	Payment	30.00-	.00	.00	.00	30.00-
0000022	BIG 10 TIRE CO., IN	5/12/2026	00490	Payment	48.00-	.00	.00	.00	48.00-
0000024	PSP MEDICAL CLINIC	6/12/2026	00505	Payment	30.00-	.00	.00	.00	30.00-
0000025	ETAIROS HVAC JV, LL	6/18/2026	00506	Payment	1,680.00-	.00	.00	.00	1,680.00-
0000026	GLUCKSTADT FAMILY D	6/05/2026	00500	Payment	30.00-	.00	.00	.00	30.00-
0000027	VADA INC.	6/03/2026	00499	Payment	30.00-	.00	.00	.00	30.00-
0000028	STEVENS MECHANICAL	6/08/2026	00501	Payment	30.00-	.00	.00	.00	30.00-
0000029	BEN NELSON GOLF & U	7/14/2026	00518	Payment	1,840.00-	.00	.00	.00	1,840.00-
0000030	STORAGE DEPOT, LLC	6/24/2026	00510	Payment	20.00-	.00	.00	.00	20.00-
0000032	CIA WHOLESALE INC.	7/08/2026	00513	Payment	25.00-	.00	.00	.00	25.00-
0000033	BRACY'S AUTO SALES	6/09/2026	00502	Payment	20.00-	.00	.00	.00	20.00-
0000034	SYNERGY ELECTRIC, I	6/08/2026	00501	Payment	150.00-	.00	.00	.00	150.00-

					DISTRIBUTION				
ID	ISSUED TO	DATE	PACKET	TYPE	FEE	PENALTY	TAX	INTEREST	TOTAL
0000037	MADISON AESTHETIC &	7/10/2026	00516	Payment	30.00-	.00	.00	.00	30.00-
0000038	AC EXPERTS LLC	7/15/2026	00519	Payment	20.00-	.00	.00	.00	20.00-
0000039	E&J GALLO WINERY	6/18/2026	00506	Payment	30.00-	.00	.00	.00	30.00-
0000041	KTA-TATOR, INC.	7/21/2026	00522	Payment	30.00-	.00	.00	.00	30.00-
0000042	STANTEC CONSULTING	6/22/2026	00508	Payment	20.00-	.00	.00	.00	20.00-
0000043	BOB TOMPKINS STUDIO	6/08/2026	00501	Payment	20.00-	.00	.00	.00	20.00-
0000045	DELOACH FAMILY CLIN	7/15/2026	00519	Payment	20.00-	.00	.00	.00	20.00-
0000047	PUCKETT RENTS	7/15/2026	00519	Payment	1,840.00-	.00	.00	.00	1,840.00-
0000048	SS MEDICAL, INC.	7/15/2026	00519	Payment	40.00-	.00	.00	.00	40.00-
0000050	PARKWAY QUICKLUBE &	6/26/2026	00511	Payment	30.00-	.00	.00	.00	30.00-
0000052	MAGNOLIA CONCESSION	7/22/2026	00523	Payment	20.00-	.00	.00	.00	20.00-
0000053	RINEWALT ELECTRIC	6/05/2026	00500	Payment	30.00-	.00	.00	.00	30.00-
0000054	GLUCKSTADT BODY SHO	7/28/2026	00526	Payment	30.00-	.00	.00	.00	30.00-
		7/28/2026	00526	Payment	10.00-	.00	.00	.00	10.00-
0000055	DESAI SK HOLDINGS,	7/23/2026	00524	Payment	87.00-	.00	.00	.00	87.00-
0000056	CANVAS SALON	6/10/2026	00503	Payment	30.00-	.00	.00	.00	30.00-
0000058	FLEET MORRIS PETROL	7/06/2026	00512	Payment	55.00-	.00	.00	.00	55.00-
0000059	PERFORMANCE THERAPY	6/02/2026	00498	Payment	30.00-	.00	.00	.00	30.00-
0000060	IT'S VINYL Y'ALL, L	6/22/2026	00508	Payment	30.00-	.00	.00	.00	30.00-
0000061	CUSTOMIZED MASSAGE	7/09/2026	00515	Payment	20.00-	.00	.00	.00	20.00-
0000062	MADISON OAK PRESCHO	8/03/2026	00528	Payment	60.00-	.00	.00	.00	60.00-
0000064	DIXIE EQUINE MEDICI	7/09/2026	00515	Payment	30.00-	.00	.00	.00	30.00-
0000066	SOUTHERN PIPE & SUP	8/03/2026	00528	Payment	300.00-	.00	.00	.00	300.00-
0000067	HARTLEY EQUIPMENT C	7/06/2026	00512	Payment	1,840.00-	.00	.00	.00	1,840.00-
0000068	SYSTEMS ELECTRO COA	8/07/2026	00532	Payment	112.00-	.00	.00	.00	112.00-

					DISTRIBUTION				
ID	ISSUED TO	DATE	PACKET	TYPE	FEE	PENALTY	TAX	INTEREST	TOTAL
0000069	BULLDOG CONSTRUCTIO	6/24/2026	00510	Payment	108.00-	.00	.00	.00	108.00-
0000070	JACKSON TRUCK CENTE	11/07/2025	00411	Payment	2,060.80-	.00	.00	.00	2,060.80-
		11/07/2025	00411	Payment	22.40-	.00	.00	.00	22.40-
0000070	JACKSON TRUCK CENTE	7/24/2026	00525	Payment	1,860.00-	.00	.00	.00	1,860.00-
0000071	SANHUA INTERNATIONA	8/17/2026	00537	Payment	1,860.00-	.00	.00	.00	1,860.00-
0000074	G&W MARKETING, INC.	8/13/2026	00535	Payment	20.00-	.00	.00	.00	20.00-
0000075	AIRFLO SALES	8/10/2026	00533	Payment	32.50-	.00	.00	.00	32.50-
0000076	TOP KNOT AND TAILS	8/17/2026	00537	Payment	20.00-	.00	.00	.00	20.00-
0000079	MADISON MAC HAIK CH	7/21/2026	00522	Payment	920.00-	.00	.00	.00	920.00-
0000080	TAYLOR INDUSTRIES,	8/04/2026	00529	Payment	30.00-	.00	.00	.00	30.00-
0000082	SPS, LLC	8/17/2026	00537	Payment	30.00-	.00	.00	.00	30.00-
0000084	VICTORY MARKETING L	8/10/2026	00533	Payment	90.00-	.00	.00	.00	90.00-
0000085	A-1 NAILS	8/24/2026	00543	Payment	20.00-	.00	.00	.00	20.00-
0000086	QUALITY GLASS, INC.	8/10/2026	00533	Payment	380.00-	.00	.00	.00	380.00-
0000087	G-GIVES CONSULTING	8/06/2026	00531	Payment	20.00-	.00	.00	.00	20.00-
0000088	THE MADISON GLUCKST	8/13/2026	00535	Payment	69.00-	.00	.00	.00	69.00-
0000089	AMERICAN FIELD SERV	8/17/2026	00537	Payment	125.00-	.00	.00	.00	125.00-
0000090	BUDGET BLINDS OF MA	9/11/2026	00553	Payment	20.00-	.00	.00	.00	20.00-
0000092	KEELING COMPANY	8/03/2026	00528	Payment	92.50-	.00	.00	.00	92.50-
0000093	BOH INC.	8/28/2026	00547	Payment	30.00-	.00	.00	.00	30.00-
0000094	EMPIRE PHARMACEUTIC	7/28/2026	00526	Payment	92.50-	.00	.00	.00	92.50-
0000095	CRADDOCK OIL	9/29/2026	00562	Payment	60.50-	.00	.00	.00	60.50-
0000096	AFTER ZONE LLC	9/15/2026	00555	Payment	33.00-	.00	.00	.00	33.00-
0000097	ENG DONUT INC	2/04/2026	00451	Payment	22.80-	.00	.00	.00	22.80-
0000100	STEEL TECHNOLOGIES	9/24/2026	00560	Payment	82.00-	.00	.00	.00	82.00-

					DISTRIBUTION				
ID	ISSUED TO	DATE	PACKET	TYPE	FEE	PENALTY	TAX	INTEREST	TOTAL
0000101	RICE CAFE LLC	8/11/2026	00534	Payment	30.00-	.00	.00	.00	30.00-
0000103	STORAGEMAX GLUCKSTA	7/28/2026	00526	Payment	20.00-	.00	.00	.00	20.00-
0000105	BAPTIST MEDICAL GRO	8/07/2026	00532	Payment	30.00-	.00	.00	.00	30.00-
0000106	FASTENAL	9/25/2026	00561	Payment	1,840.00-	.00	.00	.00	1,840.00-
0000107	TOWER INTERNATIONAL	10/28/2025	00406	Payment	88.00-	.00	.00	.00	88.00-
0000108	EXTRA SPACE MANAGEM	9/11/2026	00553	Payment	20.00-	.00	.00	.00	20.00-
0000109	THE RANGE OF MISSIS	10/02/2025	00397	Payment	350.00-	.00	.00	.00	350.00-
0000109	THE RANGE OF MISSIS	9/30/2026	00563	Payment	350.00-	.00	.00	.00	350.00-
0000111	TINDLE FAMILY DENTI	9/03/2026	00551	Payment	20.00-	.00	.00	.00	20.00-
0000113	W.L. BURLE ENGINEER	8/28/2026	00547	Payment	30.00-	.00	.00	.00	30.00-
0000114	WHAT A COMBO, INC.	8/31/2026	00548	Payment	30.00-	.00	.00	.00	30.00-
0000115	SHERWIN-WILLIAMS	10/21/2025	00403	Payment	200.00-	.00	.00	.00	200.00-
0000115	SHERWIN-WILLIAMS	9/17/2026	00556	Payment	200.00-	.00	.00	.00	200.00-
0000116	EDWARD JONES	9/17/2026	00556	Payment	20.00-	.00	.00	.00	20.00-
0000117	DEPENDABLE PEST SER	10/14/2025	00399	Payment	36.00-	.00	.00	.00	36.00-
0000117	DEPENDABLE PEST SER	8/31/2026	00548	Payment	36.00-	.00	.00	.00	36.00-
0000118	PETVET OPERATING, L	10/27/2025	00405	Payment	48.00-	.00	.00	.00	48.00-
0000118	PETVET OPERATING, L	9/29/2026	00562	Payment	45.00-	.00	.00	.00	45.00-
0000119	JOE'S USED AUTO PAR	11/03/2025	00408	Payment	25.00-	.00	.00	.00	25.00-
0000119	JOE'S USED AUTO PAR	8/26/2026	00545	Payment	20.00-	.00	.00	.00	20.00-
0000121	SCOTT C. WOODS & AS	8/31/2026	00548	Payment	30.00-	.00	.00	.00	30.00-
0000122	STORAGEMAX GERMANTO	8/25/2026	00544	Payment	20.00-	.00	.00	.00	20.00-
0000126	MOORE'S CARPET CARE	10/14/2025	00399	Payment	30.00-	.00	.00	.00	30.00-
0000130	MADISON MOTOR WERKS	4/16/2026	00481	Payment	34.50-	.00	.00	.00	34.50-

					DISTRIBUTION				
ID	ISSUED TO	DATE	PACKET	TYPE	FEE	PENALTY	TAX	INTEREST	TOTAL
0000131	REFLECTIONS VISION	11/03/2025	00408	Payment	50.00-	.00	.00	.00	50.00-
0000132	CARDINAL HEALTH 110	10/24/2025	00404	Payment	1,840.00-	.00	.00	.00	1,840.00-
0000134	GLUCKSTADT FITNESS	1/12/2026	00435	Payment	22.20-	.00	.00	.00	22.20-
0000135	TITAN ENGINEERING &	11/17/2025	00414	Payment	69.00-	.00	.00	.00	69.00-
0000136	VECTOR SECURITY	10/27/2025	00405	Payment	30.00-	.00	.00	.00	30.00-
0000137	HAZEL D. WHITING LL	12/08/2025	00421	Payment	20.00-	.00	.00	.00	20.00-
0000138	AMTECK SPRINKER, LL	10/28/2025	00406	Payment	800.00-	.00	.00	.00	800.00-
0000139	ACE OF GRACE, LLC	12/31/2025	00431	Payment	50.00-	.00	.00	.00	50.00-
0000141	INDUSTRIAL AUTOMATI	12/29/2025	00429	Payment	92.50-	.00	.00	.00	92.50-
0000142	ALPHA FINANCIAL & T	12/31/2025	00431	Payment	20.00-	.00	.00	.00	20.00-
0000143	UNIQUE RENOVATIONS,	1/12/2026	00435	Payment	33.00-	.00	.00	.00	33.00-
0000144	GLUCKSTADT SECURITY	12/01/2025	00419	Payment	20.00-	.00	.00	.00	20.00-
0000145	TELPRO COMMUNICATIO	12/31/2025	00431	Payment	30.00-	.00	.00	.00	30.00-
0000149	HYDRONIC TECHNOLOGY	12/04/2025	00420	Payment	30.00-	.00	.00	.00	30.00-
0000151	WHITNEY WILKINS EST	1/07/2026	00433	Payment	20.00-	.00	.00	.00	20.00-
0000153	CLASSIC RESTORATION	1/15/2026	00437	Payment	54.00-	.00	.00	.00	54.00-
0000155	AKROS JIU JITSU, LL	2/04/2026	00451	Payment	20.00-	.00	.00	.00	20.00-
0000156	PAR-CO ENTERPRISES,	1/29/2026	00448	Payment	20.00-	.00	.00	.00	20.00-
0000157	JJB PIZZA LLC	2/19/2026	00457	Payment	20.00-	.00	.00	.00	20.00-
0000158	4 SEASON NAILS	2/10/2026	00453	Payment	20.00-	.00	.00	.00	20.00-
0000159	SERENITY NAIL SPA,	5/05/2026	00488	Payment	22.40-	.00	.00	.00	22.40-
0000160	SANDALS DAY SPA, LL	5/05/2026	00488	Payment	22.40-	.00	.00	.00	22.40-
0000161	TIMBER TAVERN, LLC	2/27/2026	00461	Payment	45.00-	.00	.00	.00	45.00-
0000163	KRUPA SAI, LLC	2/13/2026	00454	Payment	30.00-	.00	.00	.00	30.00-

					DISTRIBUTION				
ID	ISSUED TO	DATE	PACKET	TYPE	FEE	PENALTY	TAX	INTEREST	TOTAL
0000164	FORTITUDE CHIROPRAC	3/03/2026	00462	Payment	20.00-	.00	.00	.00	20.00-
0000166	VICTORY SPORT	3/20/2026	00470	Payment	30.00-	.00	.00	.00	30.00-
0000167	ICE PLANT INC.	1/30/2026	00449	Payment	20.00-	.00	.00	.00	20.00-
0000168	BICYCLE REVOLUTION	3/30/2026	00474	Payment	20.00-	.00	.00	.00	20.00-
0000170	THERAPYSOUTH GLUCKS	1/28/2026	00447	Payment	30.00-	.00	.00	.00	30.00-
0000171	THE FLOOR GALLERY O	4/13/2026	00479	Payment	25.00-	.00	.00	.00	25.00-
0000172	RPM PIZZA CENTRAL M	8/11/2026	00534	Payment	71.40-	.00	.00	.00	71.40-
0000174	KCI USA, INC.	4/27/2026	00485	Payment	20.00-	.00	.00	.00	20.00-
0000175	GERMANTOWN DENTAL	7/06/2026	00512	Payment	33.60-	.00	.00	.00	33.60-
0000176	TINO'S PET GROOMING	4/09/2026	00477	Payment	30.00-	.00	.00	.00	30.00-
0000177	MOORE'S GREENHOUSES	5/19/2026	00492	Payment	25.00-	.00	.00	.00	25.00-
0000178	THE MISSISSIPPI MAN	5/05/2026	00488	Payment	45.00-	.00	.00	.00	45.00-
0000181	CREATIVE WINDOWS AN	4/27/2026	00485	Payment	20.00-	.00	.00	.00	20.00-
0000182	LPA LLC	5/26/2026	00496	Payment	395.00-	.00	.00	.00	395.00-
0000183	SONIC DRIVE IN	5/08/2026	00489	Payment	30.00-	.00	.00	.00	30.00-
0000184	C&K SENIOR CARE, LL	4/27/2026	00485	Payment	150.00-	.00	.00	.00	150.00-
0000185	WENDELTA, INC.	6/24/2026	00510	Payment	39.00-	.00	.00	.00	39.00-
0000186	EL SOMBRERO	7/23/2026	00524	Payment	111.00-	.00	.00	.00	111.00-
0000187	HOPPER PROPERTIES	5/04/2026	00487	Payment	20.00-	.00	.00	.00	20.00-
0000188	THE MADISON LANDCSC	5/04/2026	00487	Payment	30.00-	.00	.00	.00	30.00-
0000189	BRYAN TIRES SERVICE	7/08/2026	00514	Payment	28.00-	.00	.00	.00	28.00-
0000190	TENDER TRANSITIONS,	6/23/2026	00509	Payment	20.00-	.00	.00	.00	20.00-
0000192	PRIORITY ONE BANK	6/18/2026	00506	Payment	30.00-	.00	.00	.00	30.00-
0000193	REPEAT PERFORMANCE	6/03/2026	00499	Payment	20.00-	.00	.00	.00	20.00-

					DISTRIBUTION				
ID	ISSUED TO	DATE	PACKET	TYPE	FEE	PENALTY	TAX	INTEREST	TOTAL
0000194	MADISON COUNTY SPOR	7/08/2026	00514	Payment	66.00-	.00	.00	.00	66.00-
0000195	CENTRAL TOWER COMMU	7/06/2026	00512	Payment	20.00-	.00	.00	.00	20.00-
0000196	CCS CONTRACTOR EQUI	7/08/2026	00513	Payment	81.00-	.00	.00	.00	81.00-
0000197	SGAK LLC	6/09/2026	00502	Payment	260.00-	.00	.00	.00	260.00-
0000199	STADT NUTRITION	6/02/2026	00498	Payment	30.00-	.00	.00	.00	30.00-
0000200	BRANDON SERVICE COM	7/09/2026	00515	Payment	1,840.00-	.00	.00	.00	1,840.00-
		7/09/2026	00515	Payment	2.00-	.00	.00	.00	2.00-
0000204	PULLEN WINDOWS & DO	7/14/2026	00518	Payment	920.00-	.00	.00	.00	920.00-
0000205	ENCORE	7/09/2026	00515	Payment	20.00-	.00	.00	.00	20.00-
0000206	BEST ATHLETICS	8/04/2026	00529	Payment	20.00-	.00	.00	.00	20.00-
0000207	GIFTED HANDS BY MIC	8/20/2026	00541	Payment	30.00-	.00	.00	.00	30.00-
		8/20/2026	00541	Payment	3.00-	.00	.00	.00	3.00-
0000208	SUNBELT LIGHTING	8/06/2026	00531	Payment	50.00-	.00	.00	.00	50.00-
0000209	BRACKISH HOLDINGS,	7/08/2026	00513	Payment	440.00-	.00	.00	.00	440.00-
0000211	BRACKISH HOLDINGS,	7/08/2026	00513	Payment	45.00-	.00	.00	.00	45.00-
0000214	THE LOCAL MIXER	9/02/2026	00550	Payment	30.00-	.00	.00	.00	30.00-
0000215	ESCAPE TO LAND LLC	8/25/2026	00544	Payment	30.00-	.00	.00	.00	30.00-
0000216	MAGNOLIA FEDERAL CR	8/17/2026	00537	Payment	30.00-	.00	.00	.00	30.00-
0000217	MISSISSIPPI CANDY C	9/14/2026	00554	Payment	40.00-	.00	.00	.00	40.00-
0000219	GLUCKSTADT PHARMACY	7/30/2026	00527	Payment	150.00-	.00	.00	.00	150.00-
0000220	TREMAC RESTEEL, INC	9/11/2026	00553	Payment	72.00-	.00	.00	.00	72.00-
0000223	BROOKS DIRECTIONAL	8/24/2026	00543	Payment	20.00-	.00	.00	.00	20.00-
0000224	AMERICAN CHEMICAL,	9/02/2026	00550	Payment	40.00-	.00	.00	.00	40.00-
0000225	SOUTHERN MOTORCARZ	10/15/2025	00400	Payment	20.00-	.00	.00	.00	20.00-
0000226	FIRST STATE BANK	8/31/2026	00548	Payment	30.00-	.00	.00	.00	30.00-

					DISTRIBUTION				
ID	ISSUED TO	DATE	PACKET	TYPE	FEE	PENALTY	TAX	INTEREST	TOTAL
0000227	RELISH HOME ACCENTS	10/14/2025	00399	Payment	50.00-	.00	.00	.00	50.00-
0000228	PERFORMANCE THERAPY	9/30/2026	00563	Payment	30.00-	.00	.00	.00	30.00-
0000229	PUTTING ON AIRS, LL	11/04/2025	00409	Payment	62.50-	.00	.00	.00	62.50-
0000230	TRUSTMARK BANK	11/04/2025	00409	Payment	20.00-	.00	.00	.00	20.00-
0000231	IMPROMPTU GIFT COMP	10/27/2025	00405	Payment	32.50-	.00	.00	.00	32.50-
0000232	SIMPLI NAIL SPA LLC	12/04/2025	00420	Payment	20.00-	.00	.00	.00	20.00-
0000233	COLORIZE HAIR STUDI	12/09/2025	00422	Payment	30.00-	.00	.00	.00	30.00-
0000234	HEALING HANDS REHAB	12/15/2025	00423	Payment	48.00-	.00	.00	.00	48.00-
0000235	OLD TOWN WORKSHOP	11/18/2025	00415	Payment	20.00-	.00	.00	.00	20.00-
0000236	CRASH CHAMPIONS, LL	11/12/2025	00413	Payment	63.00-	.00	.00	.00	63.00-
0000238	YUMI ASIAN KITCHEN,	12/01/2025	00419	Payment	30.00-	.00	.00	.00	30.00-
0000239	CARR PLUMBING SUPPL	12/30/2025	00430	Payment	830.00-	.00	.00	.00	830.00-
0000240	PURSUIT PROPERTIES,	12/15/2025	00423	Payment	30.00-	.00	.00	.00	30.00-
0000241	JOES USED CARS	8/26/2026	00545	Payment	25.00-	.00	.00	.00	25.00-
0000242	GUNS-N-GEAR	1/14/2026	00436	Payment	120.00-	.00	.00	.00	120.00-
0000243	THE WEEKDAY LEARNIN	1/06/2026	00432	Payment	108.00-	.00	.00	.00	108.00-
0000244	5TON EQUIPMENT COMP	1/14/2026	00436	Payment	20.00-	.00	.00	.00	20.00-
0000245	CHILDREN'S ACADEMY	12/16/2025	00424	Payment	105.00-	.00	.00	.00	105.00-
0000248	POWDER KEG INDUSTRI	12/08/2025	00421	Payment	30.00-	.00	.00	.00	30.00-
0000249	YARD SARGE, LLC	12/30/2025	00430	Payment	30.00-	.00	.00	.00	30.00-
0000250	XCEL REHAB, INC.	1/26/2026	00446	Payment	20.00-	.00	.00	.00	20.00-
0000255	TWISTED TURNIP	1/22/2026	00444	Payment	45.00-	.00	.00	.00	45.00-
0000256	MISSISSIPPI TENT &	12/22/2025	00427	Payment	102.00-	.00	.00	.00	102.00-
0000257	GD BRG LLC	1/21/2026	00443	Payment	30.00-	.00	.00	.00	30.00-

					DISTRIBUTION				
ID	ISSUED TO	DATE	PACKET	TYPE	FEE	PENALTY	TAX	INTEREST	TOTAL
0000262	BANKPLUS	12/30/2025	00430	Payment	30.00-	.00	.00	.00	30.00-
0000264	INTERIOR LINENS LLC	2/18/2026	00456	Payment	122.50-	.00	.00	.00	122.50-
0000265	SUB SANDWICH 5 LLC	1/15/2026	00437	Payment	30.00-	.00	.00	.00	30.00-
0000266	GATOR GRAFIX, LLC	2/18/2026	00456	Payment	20.00-	.00	.00	.00	20.00-
0000267	PS ROOF LAB, LLC	12/22/2025	00427	Payment	57.00-	.00	.00	.00	57.00-
0000269	WESTLAKE COMPOUNDS,	1/20/2026	00442	Payment	80.00-	.00	.00	.00	80.00-
0000270	AUTOZONE	12/30/2025	00430	Payment	340.00-	.00	.00	.00	340.00-
0000272	3 HOUSES, LLC	2/25/2026	00460	Payment	20.00-	.00	.00	.00	20.00-
0000274	CPS POOLS & SPAS, I	2/02/2026	00450	Payment	60.00-	.00	.00	.00	60.00-
0000276	SPANN'S BARBERSHOP	3/03/2026	00462	Payment	20.00-	.00	.00	.00	20.00-
0000277	WOODY'S	3/06/2026	00463	Payment	45.00-	.00	.00	.00	45.00-
0000279	MAD ESTHETICS	2/04/2026	00451	Payment	20.00-	.00	.00	.00	20.00-
0000280	THE BARRE	2/05/2026	00452	Payment	20.00-	.00	.00	.00	20.00-
0000282	GIFTED HANDS MASSAG	3/26/2026	00472	Payment	20.00-	.00	.00	.00	20.00-
0000284	PLATINUM ROOFING	6/08/2026	00501	Payment	46.80-	.00	.00	.00	46.80-
0000287	KINDER BOUTIQUE	4/10/2026	00478	Payment	20.00-	.00	.00	.00	20.00-
0000288	CINDY PRINCE ART	3/17/2026	00467	Payment	20.00-	.00	.00	.00	20.00-
0000290	ANNA ALLEN INTERIOR	4/20/2026	00482	Payment	20.00-	.00	.00	.00	20.00-
0000291	RENEW AUDIOLOGY	3/27/2026	00473	Payment	20.00-	.00	.00	.00	20.00-
0000293	DUB'S CLUBS	5/26/2026	00496	Payment	35.00-	.00	.00	.00	35.00-
0000294	LOCAL NAILS PSA & P	4/24/2026	00484	Payment	35.00-	.00	.00	.00	35.00-
0000295	THE PUPPY LODGE LLC	5/19/2026	00492	Payment	30.00-	.00	.00	.00	30.00-
0000296	SIP OUTDOORS	6/11/2026	00504	Payment	1,840.00-	.00	.00	.00	1,840.00-
0000297	UNITED RENTALS, INC	6/18/2026	00506	Payment	165.00-	.00	.00	.00	165.00-

					DISTRIBUTION				
ID	ISSUED TO	DATE	PACKET	TYPE	FEE	PENALTY	TAX	INTEREST	TOTAL
0000298	SAFELITE AUTO GLASS	5/12/2026	00490	Payment	20.00-	.00	.00	.00	20.00-
0000300	STONE GROUND COFFEE	7/22/2026	00523	Payment	22.00-	.00	.00	.00	22.00-
		7/22/2026	00523	Payment	.20-	.00	.00	.00	.20-
0000301	LAVENDER CHIROPRACT	5/27/2026	00497	Payment	20.00-	.00	.00	.00	20.00-
0000302	ENTERPRISE LEASING	6/24/2026	00510	Payment	1,070.00-	.00	.00	.00	1,070.00-
0000303	THOMPSON REALTY AND	7/10/2026	00516	Payment	20.00-	.00	.00	.00	20.00-
0000309	D.B.C. CORP.	7/13/2026	00517	Payment	140.00-	.00	.00	.00	140.00-
0000310	STA-HOME HEALTH AGE	7/21/2026	00522	Payment	99.00-	.00	.00	.00	99.00-
0000311	SWEET N SAVI, LLC	8/10/2026	00533	Payment	20.00-	.00	.00	.00	20.00-
0000312	CHEROKEE BRICK AND	7/06/2026	00512	Payment	20.00-	.00	.00	.00	20.00-
0000313	BW MEDICAL, LLC	8/06/2026	00531	Payment	60.00-	.00	.00	.00	60.00-
0000314	DRAYER PHYSICAL THE	8/31/2026	00548	Payment	22.00-	.00	.00	.00	22.00-
0000315	HIBACHI SUSHI TANG,	8/06/2026	00531	Payment	45.00-	.00	.00	.00	45.00-
0000321	ENCORE	9/10/2026	00552	Payment	20.00-	.00	.00	.00	20.00-
0000324	FOURTH QUARTER, LLC	10/16/2025	00401	Payment	30.00-	.00	.00	.00	30.00-
0000325	NAILS BY KIM	11/10/2025	00412	Payment	22.00-	.00	.00	.00	22.00-
0000326	THE TOWN SQUARE PLA	10/30/2025	00407	Payment	20.00-	.00	.00	.00	20.00-
0000327	THE MANE ATTRACTION	11/17/2025	00414	Payment	32.50-	.00	.00	.00	32.50-
0000330	LHEART ENTERPRISES,	12/30/2025	00430	Payment	49.95-	.00	.00	.00	49.95-
0000331	FARRIS LAW GROUP	11/25/2025	00418	Payment	20.00-	.00	.00	.00	20.00-
0000332	CAPITOL BODY SHOP I	11/04/2025	00409	Payment	20.00-	.00	.00	.00	20.00-
0000334	KESTENBAUM HOLDINGS	12/01/2025	00419	Payment	20.00-	.00	.00	.00	20.00-
0000335	YANDELL SHELL LLC	12/09/2025	00422	Payment	65.00-	.00	.00	.00	65.00-
0000337	WEEMS MCDONALD LLC	12/08/2025	00421	Payment	30.00-	.00	.00	.00	30.00-
0000339	CLINTON NUTRITION C	12/18/2025	00425	Payment	20.00-	.00	.00	.00	20.00-

					DISTRIBUTION				
ID	ISSUED TO	DATE	PACKET	TYPE	FEE	PENALTY	TAX	INTEREST	TOTAL
0000340	WSP USA INC.	3/09/2026	00464	Payment	33.00-	.00	.00	.00	33.00-
0000342	CF GLUCKSTADT, LLC	2/10/2026	00453	Payment	20.00-	.00	.00	.00	20.00-
0000343	BROTHERS LOGISTICS,	2/17/2026	00455	Payment	30.00-	.00	.00	.00	30.00-
0000344	BEAU AND BELLES DOG	1/20/2026	00442	Payment	30.00-	.00	.00	.00	30.00-
0000345	BOB'S POOL SERVICE	3/25/2026	00471	Payment	165.00-	.00	.00	.00	165.00-
0000347	BODY & SOUL PILATES	3/13/2026	00466	Payment	20.00-	.00	.00	.00	20.00-
0000349	MILLS CONTRACTING,	1/23/2026	00445	Payment	30.00-	.00	.00	.00	30.00-
0000351	EAGLES MANAGEMENT A	3/18/2026	00468	Payment	20.00-	.00	.00	.00	20.00-
0000352	MCGINNIS BOOKING	4/24/2026	00484	Payment	20.00-	.00	.00	.00	20.00-
0000358	FLO & GLO IV WELLNE	5/21/2026	00495	Payment	20.00-	.00	.00	.00	20.00-
0000359	SOLES NAIL BAR	5/05/2026	00488	Payment	20.00-	.00	.00	.00	20.00-
0000360	EXPERT FLOORING AND	6/26/2026	00511	Payment	22.00-	.00	.00	.00	22.00-
0000363	MOBILE MARKETING SO	8/11/2026	00534	Payment	33.30-	.00	.00	.00	33.30-
0000364	GREEN OAK GARDEN CE	6/11/2026	00504	Payment	20.00-	.00	.00	.00	20.00-
0000365	SURGE STAFFING, LLC	6/23/2026	00509	Payment	20.00-	.00	.00	.00	20.00-
0000366	TACO FELIZ, LLC	6/08/2026	00501	Payment	45.00-	.00	.00	.00	45.00-
0000367	BARNHART CRANE & RI	8/04/2026	00529	Payment	30.00-	.00	.00	.00	30.00-
0000368	OPEN & SHUT HARDWAR	8/04/2026	00529	Payment	62.50-	.00	.00	.00	62.50-
0000369	N2N INTEGRATIONS, L	8/21/2026	00542	Payment	30.00-	.00	.00	.00	30.00-
0000370	HEADWATERS, INC.	9/01/2026	00549	Payment	107.00-	.00	.00	.00	107.00-
0000372	BLACKHAWK MEDICAL,	8/13/2026	00535	Payment	20.00-	.00	.00	.00	20.00-
0000373	BROTHER'S ALMANZA	9/21/2026	00558	Payment	22.00-	.00	.00	.00	22.00-
0000375	FOUR SEASONS FABRIC	10/06/2025	00398	Payment	23.40-	.00	.00	.00	23.40-
0000375	FOUR SEASONS FABRIC	8/27/2026	00546	Payment	25.00-	.00	.00	.00	25.00-

					DISTRIBUTION				
ID	ISSUED TO	DATE	PACKET	TYPE	FEE	PENALTY	TAX	INTEREST	TOTAL
0000376	MONKEY MAN MUNITION	10/14/2025	00399	Payment	139.20-	.00	.00	.00	139.20-
0000377	D-5 FOOD SERVICES,	10/30/2025	00407	Payment	52.80-	.00	.00	.00	52.80-
0000378	GEAUX GIRLS	11/06/2025	00410	Payment	22.00-	.00	.00	.00	22.00-
0000379	MAGNOLIA PICKLEBALL	11/07/2025	00411	Payment	38.85-	.00	.00	.00	38.85-
0000380	GLUCKSTADT MADISON	11/12/2025	00413	Payment	20.00-	.00	.00	.00	20.00-
0000380	GLUCKSTADT MADISON	9/29/2026	00562	Payment	20.00-	.00	.00	.00	20.00-
0000381	HEDERMAN BROTHERS	11/17/2025	00414	Payment	436.24-	.00	.00	.00	436.24-
0000382	ELITE CLEANERS GLUC	11/24/2025	00417	Payment	20.00-	.00	.00	.00	20.00-
0000382	ELITE CLEANERS GLUC	9/30/2026	00563	Payment	20.00-	.00	.00	.00	20.00-
0000383	ZAXBY'S	11/25/2025	00418	Payment	90.00-	.00	.00	.00	90.00-
0000384	DELTA GLASS LLC	12/01/2025	00419	Payment	20.00-	.00	.00	.00	20.00-
0000385	WREN & IVY	12/04/2025	00420	Payment	35.75-	.00	.00	.00	35.75-
0000386	BANK OF COMMERCE	12/15/2025	00423	Payment	20.00-	.00	.00	.00	20.00-
0000387	QUAD INTERMED COMPA	12/23/2025	00428	Payment	30.00-	.00	.00	.00	30.00-
0000388	BUSINESS COMMUNICAT	1/06/2026	00432	Payment	49.50-	.00	.00	.00	49.50-
0000389	HTWX VENTURES IV, L	1/08/2026	00434	Payment	20.00-	.00	.00	.00	20.00-
0000390	MORA COFFEE	1/15/2026	00437	Payment	20.00-	.00	.00	.00	20.00-
0000391	RPM VENTURES	1/16/2026	00439	Payment	30.00-	.00	.00	.00	30.00-
0000392	KJILL BEAUTY AND ES	1/21/2026	00443	Payment	20.00-	.00	.00	.00	20.00-
0000393	RADIANCE AESTHETICS	1/21/2026	00443	Payment	20.00-	.00	.00	.00	20.00-
0000394	POKE STOP, LLC	2/10/2026	00453	Payment	20.00-	.00	.00	.00	20.00-
0000395	REST RECOVERY WELLN	2/10/2026	00453	Payment	20.00-	.00	.00	.00	20.00-
0000396	MOTHER GOOSE OF MAD	2/20/2026	00459	Payment	30.00-	.00	.00	.00	30.00-
0000397	OPEN TEE IGC, LLC	2/20/2026	00459	Payment	20.00-	.00	.00	.00	20.00-

					DISTRIBUTION				
ID	ISSUED TO	DATE	PACKET	TYPE	FEE	PENALTY	TAX	INTEREST	TOTAL
0000398	BLAKE AND PENDLETON	2/25/2026	00460	Payment	1,025.50-	.00	.00	.00	1,025.50-
0000399	HUNTER ENGINEERING	3/10/2026	00465	Payment	435.20-	.00	.00	.00	435.20-
0000400	VENUS MASSAGE, LLC	4/02/2026	00475	Payment	20.00-	.00	.00	.00	20.00-
0000401	ROGERS MECHANICAL C	4/08/2026	00476	Payment	51.30-	.00	.00	.00	51.30-
0000402	R&C SERVICE, LLC	4/09/2026	00477	Payment	33.60-	.00	.00	.00	33.60-
0000403	IMAGINATION STATION	4/27/2026	00485	Payment	20.00-	.00	.00	.00	20.00-
0000404	WELCH LAW FIRM, P.A	4/28/2026	00486	Payment	22.00-	.00	.00	.00	22.00-
0000405	CPOR ASSISTED LIVIN	5/15/2026	00491	Payment	30.00-	.00	.00	.00	30.00-
0000406	GLUCKSTADT TC, LLC	5/21/2026	00495	Payment	30.00-	.00	.00	.00	30.00-
0000407	PRISSY PAINTBRUSH,	6/03/2026	00499	Payment	20.00-	.00	.00	.00	20.00-
0000408	PREMIER CUSTOM ENGR	6/05/2026	00500	Payment	20.00-	.00	.00	.00	20.00-
0000409	DELTA RECONSTRUCTIO	6/08/2026	00501	Payment	112.00-	.00	.00	.00	112.00-
0000410	RAMSEY LAND AND DRA	6/10/2026	00503	Payment	166.80-	.00	.00	.00	166.80-
0000411	MYERS CONSTRUCTION,	6/10/2026	00503	Payment	30.00-	.00	.00	.00	30.00-
0000412	CALIBER COLLISION C	6/12/2026	00505	Payment	68.00-	.00	.00	.00	68.00-
0000413	R&A RETAIL GROUP, L	6/22/2026	00508	Payment	20.00-	.00	.00	.00	20.00-
0000414	GENESIS HOMECARE AG	6/24/2026	00510	Payment	45.00-	.00	.00	.00	45.00-
0000415	PEAK INTEGRATIVE ME	6/24/2026	00510	Payment	23.80-	.00	.00	.00	23.80-
0000416	SOUTHERN SAWING & C	6/26/2026	00511	Payment	35.70-	.00	.00	.00	35.70-
0000417	R3 WELLNESS	6/26/2026	00511	Payment	30.00-	.00	.00	.00	30.00-
0000418	FLORALS BY BRITTANY	7/08/2026	00513	Payment	20.00-	.00	.00	.00	20.00-
0000419	KHF GROUP, LLC	7/13/2026	00517	Payment	20.00-	.00	.00	.00	20.00-
0000420	BLURTON, BANKS, AND	7/15/2026	00519	Payment	42.90-	.00	.00	.00	42.90-
0000421	NEXRENT EQUIPENT R	7/24/2026	00525	Payment	22.60-	.00	.00	.00	22.60-

					DISTRIBUTION				
ID	ISSUED TO	DATE	PACKET	TYPE	FEE	PENALTY	TAX	INTEREST	TOTAL
0000422	RAY FAMILY CHIROPRA	8/05/2026	00530	Payment	20.00-	.00	.00	.00	20.00-
0000423	TAC PROPERTIES, LLC	8/07/2026	00532	Payment	20.00-	.00	.00	.00	20.00-
0000424	WEST OF FIFTY FIVE	8/14/2026	00536	Payment	136.00-	.00	.00	.00	136.00-
0000425	ELEVATE & CO. REAL	8/18/2026	00538	Payment	22.20-	.00	.00	.00	22.20-
0000426	BLOOMING TABLE	8/19/2026	00539	Payment	28.25-	.00	.00	.00	28.25-
0000427	HOSPITABLE, LLC	8/19/2026	00539	Payment	32.50-	.00	.00	.00	32.50-
0000428	LEADERWAY USA, INC.	8/20/2026	00541	Payment	136.00-	.00	.00	.00	136.00-
0000429	SOUTHERN BIRCH BOUT	8/27/2026	00546	Payment	25.00-	.00	.00	.00	25.00-
0000430	MEI INDUSTRIAL SOLU	8/28/2026	00547	Payment	50.40-	.00	.00	.00	50.40-
0000431	DICKERSON PETROLEUM	9/01/2026	00549	Payment	204.00-	.00	.00	.00	204.00-
0000432	BLACK FORREST, LLC	9/03/2026	00551	Payment	20.00-	.00	.00	.00	20.00-
0000433	DOLLAR GENERAL STOR	9/14/2026	00554	Payment	215.00-	.00	.00	.00	215.00-
		9/14/2026	00554	Payment	54.00-	.00	.00	.00	54.00-
		9/14/2026	00554	Payment	90.00-	.00	.00	.00	90.00-
		9/14/2026	00554	Payment	51.60-	.00	.00	.00	51.60-
		9/14/2026	00554	Payment	107.50-	.00	.00	.00	107.50-
		9/14/2026	00554	Payment	215.00-	.00	.00	.00	215.00-
		9/14/2026	00554	Payment	77.40-	.00	.00	.00	77.40-
		9/14/2026	00554	Payment	25.80-	.00	.00	.00	25.80-
		9/14/2026	00554	Payment	215.00-	.00	.00	.00	215.00-
		9/14/2026	00554	Payment	51.60-	.00	.00	.00	51.60-
0000434	MOKI, LLC	9/18/2026	00557	Payment	30.00-	.00	.00	.00	30.00-

FEE CODE TOTALS BY TYPE

FEE CODE	TYPE	COUNT	DISTRIBUTION FEE	PENALTY	TAX	INTEREST	TOTAL
AMUSEMENT	Payment	2	90.00CR	0.00	0.00	0.00	90.00CR
BEER FLAT	Payment	16	240.00CR	0.00	0.00	0.00	240.00CR
MANOVER11	Payment	8	1,358.44CR	0.00	0.00	0.00	1,358.44CR
OPTOMETRIS	Payment	1	25.00CR	0.00	0.00	0.00	25.00CR
Over11	Payment	40	2,791.85CR	0.00	0.00	0.00	2,791.85CR
POSTAGE	Payment	5	10.00CR	0.00	0.00	0.00	10.00CR
Schdl-A	Payment	91	35,355.00CR	0.00	0.00	0.00	35,355.00CR
Schdl-B	Payment	198	5,433.15CR	0.00	0.00	0.00	5,433.15CR
VEHICLES	Payment	1	1,070.00CR	0.00	0.00	0.00	1,070.00CR
VENDING	Payment	7	200.00CR	0.00	0.00	0.00	200.00CR
WEAPONS	Payment	4	419.20CR	0.00	0.00	0.00	419.20CR
					GRAND TOTAL FOR PERIOD		46,992.64CR

TOTALS BY TRANSACTION TYPE

TYPE	COUNT	DISTRIBUTION FEE	PENALTY	TAX	INTEREST	TOTAL
Payment	338	46,992.64CR	0.00	0.00	0.00	46,992.64CR
TOTAL FOR PERIOD	338					46,992.64CR

SELECTION CRITERIA

Section 7, Item C)

REPORT OPTIONS:

LICENSE RANGE:	THRU ZZZZZZZZZZ
PACKET RANGE:	0 THRU 99999
TRANSACTION RANGE:	10/01/2025 THRU 9/30/2026
LICENSE STATUS:	All
LICENSE CODE:	All
FEE CODE:	All

PRINT OPTIONS:

PRINT TOTALS ONLY:	NO

TRANSACTION TYPE OPTIONS:

ALL:	YES
PAYMENT:	YES
REFUND CHECK:	YES
REVERSE PAYMENT:	YES
REVERSE REFUND:	YES

ADJUSTMENT OPTIONS:

ADJUSTMENT CODE:	ALL

*** END OF REPORT ***

MISSISSIPPI LEGISLATURE REGULAR SESSION 2026

By: Senator(s) Hopson To: Appropriations

SENATE BILL NO. 2189
(As Sent to Governor)

AN ACT TO DIRECT THE STATE FISCAL OFFICER TO MAKE DISBURSEMENTS FROM THE 2022 IHL CAPITAL IMPROVEMENTS FUND, THE 2022 COMMUNITY AND JUNIOR COLLEGES CAPITAL IMPROVEMENTS FUND, AND THE 2022 STATE AGENCIES CAPITAL IMPROVEMENTS FUND FOR CERTAIN PROJECTS; TO DIRECT THE STATE FISCAL OFFICER TO MAKE DISBURSEMENTS FROM THE 2022 DEPARTMENT OF FINANCE AND ADMINISTRATION STATEWIDE REPAIR AND RENOVATION FUND TO PAY THE COSTS OF CERTAIN INFRASTRUCTURE IMPROVEMENTS, GENERAL REPAIRS AND RENOVATIONS; TO DIRECT THE STATE FISCAL OFFICER TO MAKE DISBURSEMENTS FROM THE 2026 LOCAL IMPROVEMENTS PROJECTS FUND FOR CERTAIN PROJECTS; TO AUTHORIZE ANY STATE AGENCY THAT RECEIVES CERTAIN MONIES TO ESCALATE ITS BUDGET UPON RECEIVING SUCH MONIES AND EXPEND SUCH MONIES IN ACCORDANCE WITH THE RULES AND REGULATIONS IN A MANNER CONSISTENT WITH THE ESCALATION OF FEDERAL FUNDS; AND FOR RELATED PURPOSES.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MISSISSIPPI:

SECTION 1. (1) Monies transferred pursuant to Senate Bill No. 2917, 2026 Regular Session, into the 2022 IHL Capital Improvements Fund (Fund No. 6611330000) shall be disbursed by the Department of Finance and Administration, pursuant to the authority to spend those monies granted by an appropriation bill passed separately during the 2026 Regular Session, with the approval of the Board of Trustees of State Institutions of Higher Learning on those projects related to the universities under its

management and control to pay the costs of capital improvements, renovation and/or repair of existing facilities, furnishings and/or equipping facilities for public facilities as hereinafter described:

ENTITY PROJECT	AMOUNT ALLOCATED PER PROJECT	AMOUNT ALLOCATED PER ENTITY
Alcorn State University		$ 6,500,000.00
Repair, renovation, and expansion of and upgrades and improvements to the Davey L. Whitney Complex and Wellness Center	$ 6,000,000.00	
Pre-plan for Walter Washington Administration and Classroom Building Phase I	$ 500,000.00	
Alcorn State University Division of Agriculture		$ 1,300,000.00
Phase I of repair, renovations and upgrading of campus buildings and related facilities to house the Poultry Science Academic Research Center	$ 1,300,000.00	
Delta State University		$ 6,800,000.00
Repair, renovation,		

upgrading and demolition of campus buildings and facilities.....$ 6,800,000.00

Jackson State University.....$ 10,000,000.00

Repair, renovations and upgrading of campus buildings and facilities, including, but not limited to, residence halls.....$ 6,000,000.00

Construction, furnishing and equipping a new dining facility and related facilities.....$ 4,000,000.00

Mississippi State University.....$ 20,000,000.00

Construction of a new south campus mechanical plant to service the existing campus chilled water loop.....$20,000,000.00

Mississippi University for Women.....$ 11,500,000.00

Repair, renovation and upgrading of Old Pohl Gym.....$11,500,000.00

Mississippi Valley State University.....$ 7,000,000.00

Construction, repair, renovations and upgrading

of new or existing residence halls.....$ 7,000,000.00

University of Mississippi.....$ 10,000,000.00

Construction, furnishing and equipping of a new building and related facilities to house the School of Accountancy.....$10,000,000.00

IHL Education and Research Center.....$ 2,000,000.00

Repair, renovations and upgrades to facilities.....$ 2,000,000.00

TOTAL.....$ 75,100,000.00

(2) (a) Amounts transferred into such special fund pursuant to Senate Bill No. 2917, 2026 Regular Session, shall be disbursed to pay the costs of projects described in subsection (1) of this section. If any monies in such special fund are not used within four (4) years after the date such monies are transferred into the special fund, then the institution of higher learning for which any unused monies are allocated under subsection (1) of this section shall provide an accounting of such unused monies to the Department of Finance and Administration.

(b) Monies in the special fund may be used to reimburse reasonable actual and necessary costs incurred by the Department of Finance and Administration, acting through the Bureau of Building, Grounds and Real Property Management, in administering

or providing assistance directly related to a project described in subsection (1) of this section. An accounting of actual costs incurred for which reimbursement is sought shall be maintained for each project by the Department of Finance and Administration, Bureau of Building, Grounds and Real Property Management. Reimbursement of reasonable actual and necessary costs for a project shall not exceed two percent (2%) of the monies in the special fund used for such project. Monies authorized for a particular project may not be used to reimburse administrative costs for unrelated projects.

(3) The Department of Finance and Administration, acting through the Bureau of Building, Grounds and Real Property Management, is expressly authorized and empowered to receive and expend any local or other source funds in connection with the expenditure of funds provided for in this section. The expenditure of monies deposited into the special fund shall be under the direction of the Department of Finance and Administration. The funds shall be paid by the State Treasurer upon issued warrants by the Department of Finance and Administration. The warrants shall be issued upon requisitions signed by the State Fiscal Officer, or his or her designee.

(4) Any amounts allocated to an institution of higher learning that are in excess of that needed to complete the projects at such institution of higher learning that are described

in subsection (1) of this section may be used for general repairs and renovations at the institution of higher learning.

SECTION 2. (1) Monies transferred pursuant to Senate Bill No. 2917, 2026 Regular Session, into the 2022 Community and Junior Colleges Capital Improvements Fund (Fund No. 6611300000) shall be disbursed by the Department of Finance and Administration, pursuant to the authority to spend those monies granted by an appropriation bill passed separately during the 2026 Regular Session, to pay the costs of acquisition of real property, construction of new facilities, equipping and furnishing facilities, including furniture and technology equipment and infrastructure, and addition to or renovation of existing facilities for community and junior college campuses as recommended by the Mississippi Community College Board. The amount to be expended at each community and junior college is as follows:

Coahoma	$ 1,878,225.00
Copiah-Lincoln	$ 2,220,560.00
East Central	$ 2,064,495.00
East Mississippi	$ 2,412,410.00
Hinds	$ 3,787,675.00
Holmes	$ 2,983,210.00
Itawamba	$ 2,954,615.00
Jones	$ 2,701,280.00
Meridian	$ 2,136,435.00

Mississippi Delta.....$ 1,937,770.00

Mississippi Gulf Coast.....$ 3,937,375.00

Northeast Mississippi.....$ 2,385,015.00

Northwest Mississippi.....$ 3,503,805.00

Pearl River.....$ 3,189,400.00

Southwest Mississippi.....$ 1,907,730.00

TOTAL.....$ 40,000,000.00

(2) Amounts transferred into the special fund pursuant to Senate Bill No. 2917, 2026 Regular Session, shall be disbursed to pay the costs of projects described in subsection (1) of this section. If any such monies in the special fund are not used within four (4) years after the date such monies are transferred into the special fund, then the community college or junior college for which any such monies are allocated under subsection (1) of this section shall provide an accounting of such unused monies to the Department of Finance and Administration.

(3) The Department of Finance and Administration, acting through the Bureau of Building, Grounds and Real Property Management, is expressly authorized and empowered to receive and expend any local or other source funds in connection with the expenditure of funds provided for in this section. The expenditure of monies deposited into the special fund shall be under the direction of the Department of Finance and Administration. The funds shall be paid by the State Treasurer upon issued warrants by the Department of Finance and

Administration. The warrants shall be issued upon requisitions signed by the State Fiscal Officer, or his or her designee.

SECTION 3. (1) Monies transferred pursuant to Senate Bill No. 2917, 2026 Regular Session, into the 2022 State Agencies Capital Improvements Fund (Fund No. 6611320000) shall be disbursed by the Department of Finance and Administration, pursuant to the authority to spend those monies granted by an appropriation bill passed separately during the 2026 Regular Session, to pay the costs of capital improvements, renovation and/or repair of existing facilities, furnishings and/or equipping facilities for public facilities as hereinafter described:

STATE AGENCIES TOTAL.....$ 30,000,000.00

ENTITY / **PROJECT**	**AMOUNT ALLOCATED PER PROJECT**	**AMOUNT ALLOCATED PER ENTITY**
Department of Finance and Administration.....		$ 15,000,000.00
Repair, renovation, improvements, furnishing and equipping of the former Wright & Ferguson Building.....	$ 6,500,000.00	
Repair, renovation, improvements, furnishing and equipping of the Workers' Compensation Commission Building.....	$ 4,000,000.00	

Phase II of renovations to the former Trailways Bus Station Building for expanded CCID Court and holding facilities.....$ 4,500,000.00

Department of Mental Health.....$ 8,000,000.00

Planning, repair, replacement and improvements to mechanical and fire suppression systems and improvements to and replacement of water infrastructure, including wells at Mississippi State Hospital.....$ 4,000,000.00

Planning and replacement of mechanical systems and generators at the North Mississippi State Hospital.....$ 800,000.00

Planning and replacement of mechanical systems and generators at the South Mississippi State Hospital.....$ 1,200,000.00

Planning, repair, renovation,

furnishing and equipping of dormitory facilities at Mississippi Adolescent Center.....$ 2,000,000.00

Mississippi School for Mathematics and Science.....$ 1,000,000.00

Preplanning of repair, renovation, upgrades, and expansion of Hooper Science Building on the campus of Mississippi University for Women.....$ 1,000,000.00

Mississippi Schools for the Deaf and the Blind....$ 6,000,000.00

Preplanning of repair, renovation, furnishing and equipping of Dorm C.....$ 6,000,000.00

STATE AGENCIES TOTAL.....$ 30,000,000.00

(2) (a) Amounts transferred into such special fund pursuant to Senate Bill No. 2917, 2026 Regular Session, shall be disbursed to pay the costs of projects described in subsection (1) of this section. If any monies in such special fund are not used within four (4) years after the date such monies are transferred into the special fund, then the agency for which any unused monies are allocated under subsection (1) of this section shall provide an

accounting of such unused monies to the Department of Finance and Administration.

(b) Monies in the special fund may be used to reimburse reasonable actual and necessary costs incurred by the Department of Finance and Administration, acting through the Bureau of Building, Grounds and Real Property Management, in administering or providing assistance directly related to a project described in subsection (1) of this section. An accounting of actual costs incurred for which reimbursement is sought shall be maintained for each project by the Department of Finance and Administration, Bureau of Building, Grounds and Real Property Management. Reimbursement of reasonable actual and necessary costs for a project shall not exceed two percent (2%) of the monies in the special fund used for such project. Monies authorized for a particular project may not be used to reimburse administrative costs for unrelated projects.

(3) The Department of Finance and Administration, acting through the Bureau of Building, Grounds and Real Property Management, is expressly authorized and empowered to receive and expend any local or other source funds in connection with the expenditure of funds provided for in this section. The expenditure of monies deposited into the special fund shall be under the direction of the Department of Finance and Administration. The funds shall be paid by the State Treasurer upon issued warrants by the Department of Finance and

Administration. The warrants shall be issued upon requisitions signed by the State Fiscal Officer, or his or her designee.

(4) Any amounts allocated to an agency that are in excess of that needed to complete the projects at such agency that are described in subsection (1) of this section may be used for general repairs and renovations at the agency.

SECTION 4. (1) As used in this section, any reference to a county, city, town, community, or village means a county, city, town, community, or village of Mississippi.

(2) Monies transferred pursuant to Senate Bill No. 2917, 2026 Regular Session, into the 2026 Local Improvements Projects Fund created in Section 6 of Senate Bill No. 2917, 2026 Regular Session, shall be disbursed by the Department of Finance and Administration, pursuant to the authority to spend those monies granted by an appropriation bill passed separately during the 2026 Regular Session, as follows:

(a) To assist Prentiss County in paying costs associated with repairs and renovations to the Prentiss County courthouse.....$ 750,000.00

(b) To assist Lowndes County in paying costs associated with moving Old Macon Road to make room for a new railroad spur at the port.....$ 1,000,000.00

(c) To assist Lafayette County in paying costs associated with the construction of a new jail and renovation of the old jail.....$ 1,000,000.00

(d) To assist the City of Batesville in paying costs associated with the Covenant Drive Extension project..... .....$ 1,000,000.00

(e) To assist Noxubee County in paying costs associated with matching funds for completing Phase I and Phase II of Deerbrook Road .....$ 1,250,000.00

(f) To assist the City of Tupelo, Mississippi, in paying costs associated with the Blue Suede development project... .....$ 2,000,000.00

(g) To assist the Tupelo Lee Humane Society in paying costs associated with making repairs and upgrades to and acquiring equipment for the animal shelter.....$ 50,000.00

(h) To assist the City of Bay St. Louis, Mississippi, in paying costs associated with hardening of windows and the roof on City Hall.....$ 200,000.00

(i) To assist the City of Waveland, Mississippi, in paying costs associated with replacing 2 inch line with 6 inch line PVC .....$ 250,000.00

(j) To assist the Hancock County Water and Sewer in paying costs associated with making water and sewer repairs and improvements by replacing 6 and 8 inch water lines, valves and hydrants.....$ 250,000.00

(k) To assist the Board of Supervisors of Sunflower County, Mississippi, in paying costs associated with purchasing equipment for the Inverness Volunteer Fire Department.....

.....$ 180,000.00

(l) To assist the Board of Supervisors of Sunflower County, Mississippi, in paying various costs for the Linn-Steiner-Roundway Volunteer Fire Department....$ 400,000.00

(m) To assist Sunflower County Economic Development, Inc., in paying costs associated with site redevelopment.....

.....$ 250,000.00

(n) To assist the Town of Walnut Grove in paying costs associated with infrastructure improvements to town facilities....

.....$ 450,000.00

(o) To assist Neshoba County General Hospital in paying costs associated with the continued development of a nursing school program with the Mississippi University for Women.....

.....$ 4,000,000.00

(p) To assist the Board of Supervisors of Prentiss County, Mississippi, in paying costs associated with making repairs and upgrades to a county access road to U.S. Highway 45

.....$ 750,000.00

(q) To assist the Town of Calhoun City, Mississippi, in paying costs associated with purchasing a new truck bed and related equipment.....$ 20,000.00

(r) To assist the Town of Big Creek, Mississippi, in paying costs associated with purchasing fire turnout clothing and a defibrillator for the Big Creek Volunteer Fire Department

.....$ 20,000.00

(s) To assist the Town of Vardaman, Mississippi, in paying costs associated with the acquisition of a new fire truck .....$ 200,000.00

(t) To assist the Town of Bruce, Mississippi, in paying costs associated with the acquisition of a new fire truck .....$ 200,000.00

(u) To assist the Town of Derma, Mississippi, in paying costs associated with purchasing a new truck bed and related equipment for use on a town fire department truck.....$ 20,000.00

(v) To assist the Board of Supervisors of Calhoun County, Mississippi, in paying costs associated with purchasing a fire truck for the Sabougla Volunteer Fire Department.....$ 50,000.00

(w) To assist Marion County in paying costs associated with repairs and infrastructure maintenance to Circle Bar Road....$ 1,000,000.00

(x) To assist the City of Columbia in paying costs associated with the expansion of, renovation of, and improvement to the City of Columbia Sports Complex.....$ 500,000.00

(y) To assist Covington County in paying costs associated with infrastructure improvements to roads and bridges in the county.....$ 1,000,000.00

(z) To assist the Board of Supervisors of Greene County, Mississippi, in paying costs associated with the construction of a community center in District 2.....$ 250,000.00

(aa) To assist the Board of Supervisors of Perry County, Mississippi, in paying costs associated with the construction of a fire station in Beat 3.....$ 250,000.00

(ab) To assist the American Legion Post 70 in Waynesboro, Mississippi, in paying costs associated with the construction of a building for the American Legion Post 70.....$ 150,000.00

(ac) To assist the Board of Supervisors of Wayne County, Mississippi, in paying costs associated with making infrastructure improvements to the industrial park and Highway 45.....$ 1,000,000.00

(ad) To assist the Board of Supervisors of Jackson County, Mississippi, in paying costs associated with replacing the Big Point Fire Station.....$ 1,200,000.00

(ae) To assist the Jackson County School District in paying costs associated with the East Central High School lighting project.....$ 700,000.00

(af) To assist the Board of Supervisors of George County, Mississippi, in paying costs associated with paving for Jodie Baxter Road.....$ 300,000.00

(ag) To assist Rankin County in paying costs associated with improvements to a flyover bridge located at the State Highway 18 railroad crossing .....$ 10,000,000.00

(ah) To assist the Mississippi Organ Recovery Agency in paying costs associated with purchasing equipment for infectious disease testing for the new lab in connection with Mississippi Blood Services.....$ 3,000,000.00

(ai) To assist the City of Corinth in paying costs associated with improvements to the pavilion at Trailhead Park.... .....$ 250,000.00

(aj) To assist the City of Iuka in paying costs associated with infrastructure improvements to city-owned property and infrastructure.....$ 150,000.00

(ak) To assist the Board of Supervisors of Jackson County, Mississippi, in paying costs associated with acquiring five (5) LUCAS chest compression devices for the fire department .....$ 100,000.00

(al) To assist the Moss Point School District in paying costs associated with making renovations, construction and maintenance of Career and Technical Education (CTE) facilities .....$ 1,000,000.00

(am) To assist the City of Lucedale, Mississippi, in paying costs associated with a traffic signal at Ventura Drive and Highway 63.....$ 1,200,000.00

(an) To assist the City of Jackson, Mississippi, in paying costs associated with paving of Hanging Moss Road from Northside Drive east to Nakoma Drive.....$ 200,000.00

(ao) To assist the City of Jackson, Mississippi, in paying costs of the Parks and Recreation Department associated with making upgrades to Pete Brown Golf Facility.....$ 250,000.00

(ap) To assist the Board of Supervisors of Itawamba County, Mississippi, in paying costs associated with making repairs and renovations to the county courthouse.....$ 5,000,000.00

(aq) To assist the Town of Smithville, Mississippi, in paying costs associated with water and sewer projects.....$ 75,000.00

(ar) To assist the City of Booneville in paying costs associated with infrastructure improvements to city-owned property.....$ 250,000.00

(as) To assist the City of Fulton in paying costs associated with infrastructure improvements.....$ 250,000.00

(at) To assist Alcorn County in paying costs associated with engineering study for the Kimberly Clark Parkway.....$ 500,000.00

(au) To assist the Town of Farmington in paying costs associated with purchasing vehicles and equipment for the Farmington Police Department.....$ 150,000.00

(av) To assist the Town of Hatley, Mississippi, in paying costs associated with water and sewer projects.....$ 75,000.00

(aw) To assist the Town of Tremont, Mississippi, in paying costs associated with making infrastructure improvements and upgrades on town assets.....$ 50,000.00

(ax) To assist the Sandersville Volunteer Fire Department in paying costs associated with expanding the station to accommodate new fire truck.....$ 50,000.00

(ay) To assist the Rustin Volunteer Fire Department in paying costs associated with purchasing new turnout gear (10 suits).....$ 50,000.00

(az) To assist the Mississippi Department of Wildlife, Fisheries and Parks in paying costs associated with adding a gazebo, pergola, deck and picnic tables to Lake Bogue Homa in Jones County.....$ 20,000.00

(ba) To assist the Jones County Economic Development Authority in paying various costs for the Ben and Erin Napier Center.....$ 500,000.00

(bb) To assist the Philadelphia-Neshoba County Community Development Partnership with costs associated with tourism marketing and economic development initiatives.....$ 300,000.00

(bc) To assist the Board of Supervisors of Lee County, Mississippi, in paying costs associated with the construction of a fire department building for the Mooreville-Eggville Fire District.....$ 800,000.00

(bd) To assist the City of Corinth in paying costs associated with the construction, furnishing and equipping of a building for a residency program at Magnolia Regional Health Center.....$ 500,000.00

(be) To assist the City of Tupelo in paying costs associated with the construction of a new fire station and emergency command center.....$ 2,200,000.00

(bf) To assist the CREATE Foundation in paying costs associated with the purchase of the Park Hotel building in the City of Amory.....$ 650,000.00

(bg) To assist the Town of Shannon in paying costs associated with the purchase of a police car and fire hydrants for the town.....$ 50,000.00

(bh) To assist the Board of Supervisors of Lee County, Mississippi, in paying costs associated with making repairs and renovations to the Pratt Community Center.....$ 200,000.00

(bi) To assist the Board of Supervisors of Greene County, Mississippi, in paying costs associated with property acquisition, site improvements, infrastructure and related costs associated with the expansion of Deep South Machine Works.....
.....$ 400,000.00

(bj) To assist the Board of Supervisors of Greene County, Mississippi, in paying costs associated with making repairs and improvements to infrastructure and road projects..... .....$ 250,000.00

(bk) To assist the Town of Crenshaw, Mississippi, in paying costs associated with infrastructure improvements to town facilities.....$ 100,000.00

(bl) To assist the Board of Supervisors of Tunica County, Mississippi, in paying costs associated with making Tunica County Utility District infrastructure improvements..... .....$ 200,000.00

(bm) To assist the Town of Tunica, Mississippi, in paying costs associated with infrastructure improvements to town facilities.....$ 200,000.00

(bn) To assist the Town of Coldwater, Mississippi, in paying costs associated with making improvements to fire department facilities and making repairs to sewer and water facilities.....$ 200,000.00

(bo) To assist the Mississippi Department of Transportation in paying costs associated with infrastructure improvements to U.S. Highway 25 in Monroe County...$ 250,000.00

(bp) To assist Clay County in paying costs associated with repairs, renovations and improvements to the Clay County courthouse.....$ 250,000.00

(bq) To assist the Golden Triangle Regional Airport in paying costs associated with land acquisition.....$ 800,000.00

(br) To assist the Town of Belmont in paying costs associated with acquisition of a fire truck.....$ 550,000.00

(bs) To assist the City of Petal, Mississippi, in paying costs associated with the construction and development of additions and improvements to and expansion of the city's wastewater infrastructure necessary for the purpose of transporting wastewater to the City of Hattiesburg's sewer lagoon.....$ 750,000.00

(bt) To assist the Board of Supervisors of Forrest County, Mississippi, in paying costs associated with critical emergency-staging upgrades at The Center at Forrest County to enhance the center's capabilities to serve as a centralized emergency staging site.....$ 250,000.00

(bu) To assist the Board of Supervisors of Tishomingo County, Mississippi, in paying costs associated with making upgrades and improvements to the county fairgrounds..... .....$ 200,000.00

(bv) To assist the Board of Supervisors of Tishomingo County, Mississippi, in paying costs associated with completing and finishing the new Justice Court Center.....$ 500,000.00

(bw) To assist the Town of Burnsville, Mississippi, in paying costs associated with making upgrades, additions and repairs to Burnsville City Hall.....$ 250,000.00

(bx) To assist the Board of Supervisors of Holmes County, Mississippi, in paying costs associated with site development, construction and site readiness at the Holmes County Industrial Park.....$ 250,000.00

(by) To assist the City of Oxford in paying costs associated with the expansion, repair and improvement to North Lamar Boulevard, including any infrastructure improvements.....$ 1,000,000.00

(bz) To assist Quitman County in paying costs associated with repair and renovation of the Quitman County courthouse.....$ 500,000.00

(ca) To assist the Village of Pope in paying costs associated with sewer infrastructure improvements.....$ 350,000.00

(cb) To assist the City of Itta Bena in paying costs associated with repairs and improvements to the city's water and sewer system and improvements to city streets.....$ 250,000.00

(cc) To assist the Town of Gloster, Mississippi, in paying costs associated with making repairs and renovations to the public library.....$ 500,000.00

(cd) To assist the Board of Supervisors of Wilkinson County, Mississippi, in paying costs associated with making repairs and improvements to Pinckneyville Road.....$ 750,000.00

(ce) To assist the Town of Centreville, Mississippi, in paying costs associated with the purchase of a new fire truck.....

.....$ 500,000.00

(cf) To assist the City of New Albany, Mississippi, in paying costs associated with Phase III of the premier recreational asset project.....$ 1,000,000.00

(cg) To assist the City of New Albany, Mississippi, in paying costs associated with the renovation and expansion of the library, ensuring that it continues to serve as a modern center for literacy, technology access and community engagement.....

.....$ 250,000.00

(ch) To assist the Board of Supervisors of Union County, Mississippi, in paying costs associated with making necessary bridge repairs to improve transportation safety and connectivity .....$ 500,000.00

(ci) To assist the Boys and Girls Club of New Albany in paying costs associated with the replacement of a failing roof, protecting a vital facility that provides a safe, structured environment for youth development and mentorship.....

.....$ 100,000.00

(cj) To assist the Town of Sumner in paying costs associated with infrastructure improvements.....$ 100,000.00

(ck) To assist the City of Mound Bayou in paying costs associated with improvements to city streets.....$ 500,000.00

(cl) To assist the Town of Renova in paying costs associated with street improvements including, but not limited to,

Second Street, Third Street, Isola Street, Daisy Street, Tolliver Cove, Hill Circle and Old Hwy 61.....$ 150,000.00

(cm) To assist the Town of North Carrollton in paying costs associated with the construction and equipping of the Carroll County Multipurpose Complex.....$ 300,000.00

(cn) To assist the City of Myrtle, Mississippi, in paying costs associated with making repairs and improvements to the sidewalks to improve pedestrian safety and rehabilitate aging infrastructure within the city limits.....$ 200,000.00

(co) To assist the Town of Blue Springs, Mississippi, in paying costs associated with making repairs and renovations to the former post office building to serve as a standalone police station.....$ 150,000.00

(cp) To assist the City of Jackson, Mississippi, Parks and Recreation Department in paying costs associated with the removal of trees for Leavell Woods and Sykes Park.....$ 70,000.00

(cq) To assist the Oxford School District in paying costs associated with making upgrades to middle school facilities.....$ 200,000.00

(cr) To assist William Carey University in paying costs associated with expansions of the health care programs at the Traditions Campus in Harrison County.....$ 1,000,000.00

(cs) To assist the Board of Supervisors of Harrison County, Mississippi, in paying costs associated with the

development of the Harrison County Multi-purpose Facility located on Debuys Road in Biloxi.....$ 500,000.00

(ct) To assist the City of Pascagoula, Mississippi, in paying costs associated with the Lowry Island Restoration project.....$ 500,000.00

(cu) To assist the City of Winona in paying costs associated with rehabilitation of a water treatment plant.....$ 1,200,000.00

(cv) To assist Chickasaw County with paying various costs equally for ten (10) volunteer fire departments in the county.....$ 100,000.00

(cw) To assist the City of Houston in paying costs associated with infrastructure improvements to roadways around Houston High School.....$ 400,000.00

(cx) To assist the Town of Bruce in paying costs associated with improvements to the city's infrastructure.....$ 125,000.00

(cy) To assist Oktibbeha County in paying costs associated with purchasing cameras for the Oktibbeha County Sheriff's Department.....$ 50,000.00

(cz) To assist the Village of Satartia, Mississippi, in paying costs associated with the purchase of a police car.....$ 50,000.00

(da) To assist the Warren County Port Commission in paying costs associated with completing the relocation of Hennessey Bayou for erosion control.....$ 2,500,000.00

(db) To assist the Town of Bentonia, Mississippi, in paying costs associated with rebuilding or purchasing a building and retrofitting for the purpose of a fire station.....$ 400,000.00

(dc) To assist the Yazoo County Economic Development District in paying costs associated with the purchase of Section 1 for Mega Site on I-55 for Vaughn Industrial Park.....$ 1,000,000.00

(dd) To assist the Culkin Water District in paying costs associated with Phase II to enhance the hydraulic capacity of the water distribution system.....$ 250,000.00

(de) To assist the Town of Edwards, Mississippi, in paying costs associated with purchase of police vehicles and related equipment.....$ 50,000.00

(df) To assist the City of Raymond, Mississippi, in paying costs associated with completion of Phase II for the Raymond Police Department.....$ 200,000.00

(dg) To assist the Town of Learned, Mississippi, in paying costs associated with making infrastructure improvements .....$ 200,000.00

(dh) To assist the Town of Ackerman in paying costs associated with the purchase of patrol cars for the Ackerman Police Department.....$ 150,000.00

(di) To assist Webster County in paying costs associated with the purchase of body cameras for the Webster County Sheriff's Office.....$ 10,000.00

(dj) To assist the City of Eupora in paying costs associated with the purchase of a patrol car for the Eupora Police Department.....$ 50,000.00

(dk) To assist the City of Starkville in paying costs associated with repairs and improvements to Colonel Muldrow Avenue and Lummus Drive, including, but not limited to, possible extensions of.....$ 1,000,000.00

(dl) To assist the Town of Utica, Mississippi, in paying costs associated with addressing earth-exposed gas lines and performing directional boring to protect utilities, prevent service interruptions and safeguard critical infrastructure.....$ 200,000.00

(dm) To assist the Board of Supervisors of Hinds County, Mississippi, in paying costs associated with acquiring and installing surveillance cameras and other associated costs for neighborhood security for the Norwood, Woodlea, Valley North, Northgate and Lakeover homeowners associations.....$ 100,000.00

(dn) To assist the City of West Point, Mississippi, in paying costs associated with making renovations and infrastructure improvements for the Water and Light Department.....$ 200,000.00

(do) To assist the Board of Supervisors of Monroe County, Mississippi, in paying costs associated with the rebuilding and overlay for Egypt Road and other roads located in District 4.....$ 200,000.00

(dp) To assist the Board of Supervisors of Clay County, Mississippi, in paying costs associated with paving Clisby Road in District 2.....$ 400,000.00

(dq) To assist the Harrison County School District in paying costs associated with the Career and Technical Education (CTE) Center.....$ 500,000.00

(dr) To assist the Town of Marion in paying costs associated with completing critical infrastructure improvements to Dale Drive.....$ 300,000.00

(ds) To assist Kemper County in paying costs associated with repairs, upgrades and improvements to gas and water pipelines and related infrastructure.....$ 500,000.00

(dt) To assist Lauderdale County in paying costs associated with repair and paving to Minnow Bucket Road.....$ 800,000.00

(du) To assist Lauderdale County in paying costs associated with the repair, renovation and construction of a fire station for the Southeast Volunteer Fire and Rescue.....$ 60,000.00

(dv) To assist the VFW Post 12124 in the City of Meridian in paying costs associated with renovations to the Post building.....$ 25,000.00

(dw) To assist the VFW Post 79 in the City of Meridian in paying various costs.....$ 25,000.00

(dx) To assist the Town of Walnut Grove in paying costs associated with the purchase of patrol vehicles for the Walnut Grove Police Department.....$ 100,000.00

(dy) To assist the City of Ocean Springs, Mississippi, in paying costs associated with Phase III GIS Mapping for drainage/flow evaluation.....$ 150,000.00

(dz) To assist the City of Southaven, Mississippi, in paying costs associated with land acquisition, construction, reconstruction, repair, renovation, expansion, furnishing and equipping of buildings, facilities and related infrastructure, site development, roadway, drainage and utility improvements, traffic and public safety improvements and beautification, streetscape and other related improvements necessary for the redevelopment and enhancement of the West End District of the City of Southaven.....$ 750,000.00

(ea) To assist the Board of Supervisors of Panola County, Mississippi, in paying costs associated with making repairs and renovations and acquiring equipment, to be split equally among the Pope Volunteer Fire Department, Bynum Volunteer Fire Department, Mount Olivet Volunteer Fire Department, Coles Point Volunteer Fire Department and Lower Sardis Lake Volunteer Fire Department.....$ 125,000.00

(eb) To assist the South Panola School District in paying costs associated with upgrades and improvements to Career and Technical Education (CTE) facilities.....$ 250,000.00

(ec) To assist the City of Batesville with paying costs associated with purchasing a ladder fire truck to replace the current aging one.....$ 300,000.00

(ed) To assist Newton County in paying costs associated with repaving Chunky Duffee Road.....$ 300,000.00

(ee) To assist the City of Forest in paying costs associated with the completion of the city's sewer rehabilitation project.....$ 1,000,000.00

(ef) To assist the Town of Pickens in paying costs associated with continuing renovations to a library on Lexington Street that was formerly a Methodist church.....$ 200,000.00

(eg) To assist the Town of Pickens in paying costs associated with renovating, repairing and improving the old city hall on Yazoo Street.....$ 60,000.00

(eh) To assist the City of Canton in paying costs associated with the design, construction and equipping of a real-time crime center and for training personnel to staff the center.....$ 600,000.00

(ei) To assist the Board of Supervisors of Copiah County, Mississippi, in paying costs associated with constructing, building, furnishing and equipping an Emergency Management System (EMS).....$ 400,000.00

(ej) To assist the City of Eupora, Mississippi, in paying costs associated with making improvements to sewer, water and infrastructure maintenance.....$ 400,000.00

(ek) To assist the Board of Supervisors of Choctaw County, Mississippi, in paying costs associated with road repairs, resurfacing and improvements for Beat 3.....$ 250,000.00

(el) To assist the Board of Supervisors of Choctaw County, Mississippi, in paying costs associated with making road repairs, resurfacing and improvements for Beat 1.....
.....$ 250,000.00

(em) To assist the Board of Supervisors of Choctaw County, Mississippi, in paying costs associated with making road repairs, resurfacing and improvements for Beat 5.....
.....$ 250,000.00

(en) To assist the Board of Supervisors of Choctaw County, Mississippi, in paying costs associated with road repairs, resurfacing and improvements for Beat 2.....$ 100,000.00

(eo) To assist the Town of Mathiston, Mississippi, in paying costs associated with making road repairs, resurfacing, and/or infrastructure improvements for sewage and/or maintenance.....$ 250,000.00

(ep) To assist the City of Greenville in paying costs associated with repaving and resurfacing of city streets.....$ 800,000.00

(eq) To assist Delta Compass in paying costs associated with construction and improvements to campus properties used to promote economic and workforce development.....$ 500,000.00

(er) To assist Yazoo County in paying costs associated with the Lake George Bridge replacement project....$ 3,000,000.00

(es) To assist Claiborne County in paying costs associated with radiological emergency preparedness.....$ 500,000.00

(et) To assist the Board of Supervisors of Choctaw County, Mississippi, in paying various costs to be split equally among the following fire departments: Ackerman Volunteer Fire Department, ByWy Volunteer Fire Department, Reform Volunteer Fire Department, Chester Volunteer Fire Department, Simpson Volunteer Fire Department, Weir Volunteer Fire Department, Panhandle Volunteer Fire Department, Union Volunteer Fire Department and French Camp Volunteer Fire Department.....$ 200,000.00

(eu) To assist the Board of Supervisors of Webster County, Mississippi, in paying various costs to be split equally

among the following fire departments: Tomnolen Volunteer Fire Department, Eupora Volunteer Fire Department, and Mathiston Volunteer Fire Department.....$ 75,000.00

(ev) To assist the American Legion Post 82 in Ackerman in paying various costs for the American Legion Post 82.....$ 25,000.00

(ew) To assist the VFW Post 3806 in Eupora in paying various costs for the VFW Post 3806.....$ 25,000.00

(ex) To assist the Board of Supervisors of Webster County, Mississippi, in paying costs associated with making repairs and resurfacing of roads and infrastructure improvements .....$ 400,000.00

(ey) To assist the Town of Ackerman, Mississippi, in paying costs associated with construction and improvements of the town's facilities.....$ 250,000.00

(ez) To assist the Board of Supervisors of Choctaw County, Mississippi, in paying costs associated with making improvements to the county jail and/or construction perimeter fencing.....$ 250,000.00

(fa) To assist the Board of Supervisors of Grenada County, Mississippi, in paying costs associated with making repairs and improvements to Highland Hills Road and sideroads.....$ 1,700,000.00

(fb) To assist the City of Water Valley, Mississippi, in paying costs associated with maintenance, upgrades and repairs for the city's electric department.....$ 1,200,000.00

(fc) To assist the City of Grenada, Mississippi, in paying costs associated with the construction of a pavilion at Officer Lee Tartt Nature Preserve.....$ 325,000.00

(fd) To assist the City of Coffeeville, Mississippi, in paying costs associated with repair and improvements to the city roads and infrastructure.....$ 250,000.00

(fe) To assist the City of Grenada, Mississippi, in paying costs associated with fire protection, including, but not limited to, a fire hydrant and line installation at or near the fire protection loop VFW/Scenic 333/Futheyville..... .....$ 300,000.00

(ff) To assist the Town of Bude in paying costs associated with the purchase of police vehicles, cameras and equipment.....$ 200,000.00

(fg) To assist the City of Natchez in paying costs associated with repair and maintenance of city infrastructure, including, but not limited to, bridge lighting.....$ 500,000.00

(fh) To assist the Town of Centreville in paying costs associated with repair and renovations to the town hall..... .....$ 70,000.00

(fi) To assist the City of Brookhaven in paying costs associated with land acquisition for, design and engineering of,

construction and site development of, and equipping of a public safety complex.....$ 500,000.00

(fj) To assist Lincoln County in paying costs associated with road repair and resurfacing.....$ 1,000,000.00

(fk) To assist the City of Olive Branch, Mississippi, in paying costs associated with the Sylvan Lake Outflow Weir..... .....$ 150,000.00

(fl) To assist the Board of Supervisors of Tate County, Mississippi, in paying costs of the Sheriff's Office associated with the purchase of software and other equipment..... .....$ 75,000.00

(fm) To assist the City of Senatobia, Mississippi, in paying costs associated with purchasing a street sweeper and vacuum equipment for public works.....$ 200,000.00

(fn) To assist the Board of Supervisors of Tate County, Mississippi, in paying costs associated with shoulder repair, paving and safety improvements to Hugh Taylor Road..... .....$ 100,000.00

(fo) To assist the City of Senatobia, Mississippi, in paying costs associated with water, sewer and road infrastructure improvements in the city's downtown historic district; however, no funds may be expended by the city for water and/or sewer infrastructure improvements until the Department of Finance and Administration is provided proof that (i) the city has obtained or been approved to obtain and/or applied for but not approved to

obtain assistance available for such improvements under the State Revolving Fund administered by the State Department of Health as well as any applicable program administered by the Department of Environmental Quality and (ii) funds from private, local and/or federal sources have been irrevocably dedicated to assist in paying the costs of the improvements in an amount equal to the amount of funds disbursed under this paragraph (fo) that the city intends to expend for such improvement.....$ 7,950,000.00

(fp) To assist the Board of Supervisors of Stone County, Mississippi, in paying costs associated with the purchase and installation of additional fire hydrants in underserved areas of the county.....$ 150,000.00

(fq) To assist the Board of Supervisors of George County, Mississippi, in paying costs associated with projects relating to the Industrial Park Rail and Trucking Transload Facility.....$ 400,000.00

(fr) To assist the Board of Supervisors of Franklin County, Mississippi, in paying costs associated with making improvements to Murray Road beginning at its intersection with Burt Jordan Road and proceeding easterly.....$ 500,000.00

(fs) To assist the Town of Thaxton, Mississippi, in paying costs associated with repairs and renovation and infrastructure and various projects.....$ 500,000.00

(ft) To assist the Board of Supervisors of Benton County, Mississippi, in paying costs associated with purchasing a

building and equipment for the food bank, including reimbursement for costs already expended.....$ 200,000.00

(fu) To assist the Town of Hickory Flat, Mississippi, in paying costs associated with making repairs and renovations to the water system and various projects.....$ 1,000,000.00

(fv) To assist Amite County in paying costs associated with infrastructure improvements.....$ 250,000.00

(fw) To assist Franklin County in paying costs associated with infrastructure improvements.....$ 250,000.00

(fx) To assist the City of Crystal Springs in paying costs associated with repairs and replacement of sewer infrastructure.....$ 100,000.00

(fy) To assist the Town of Monticello in paying associated with water system repairs and improvements..... .....$ 400,000.00

(fz) To assist the City of Magee in paying costs associated with improvements and repair to the city's wastewater lagoon and drainage infrastructure.....$ 500,000.00

(ga) To assist the Board of Supervisors of Union County, Mississippi, in paying costs associated with road maintenance for District 2.....$ 500,000.00

(gb) To assist the Board of Supervisors of Benton County, Mississippi, in paying costs of the Sheriff's Department associated with the purchase of vehicles and equipment..... .....$ 250,000.00

(gc) To assist VFW Post 3962 in Corinth in paying costs associated with making roof repairs.....$ 50,000.00

(gd) To assist the Perry Johns American Legion in paying costs associated with making bathroom and roof repairs.....$ 50,000.00

(ge) To assist the City of Corinth, Mississippi, in paying costs associated with elevator installation at the Crossroads Arena.....$ 50,000.00

(gf) To assist the Jacinto Foundation, Inc., in paying costs associated with capital improvements, repairing, renovating, restoring, rehabilitating, preserving, furnishing and/or equipping the Jacinto Courthouse and related facilities in Alcorn County, Mississippi.....$ 75,000.00

(gg) To assist the Alcorn County Fire Services in paying costs associated with making upgrades for radio and turnout gear.....$ 300,000.00

(gh) To assist the Town of Kossuth, Mississippi, in paying costs associated with making repairs and renovations to a building.....$ 50,000.00

(gi) To assist Lamar County in paying costs associated with construction of a building on 16th section land near Oak Grove High School.....$ 1,000,000.00

(gj) To assist the City of Hattiesburg in paying costs associated with improvements in the WSF Tatum Boulevard, Bonhomie Road and Parkway Boulevard area of the city, including, but not

limited to, roads, bridges, sewer, drainage, sidewalks, stormwater detention, land acquisition, utility relocation and lighting.....$ 1,000,000.00

(gk) To assist Forrest County in paying costs associated with repairs, renovations and upgrades to a multipurpose property.....$ 1,000,000.00

(gl) To assist the Board of Supervisors of Harrison County, Mississippi, in paying costs associated with making improvements at Lizana Elementary School for purpose of resurfacing the walking track, adding adequate lighting, safety equipment and other recreational equipment.....$ 450,000.00

(gm) To assist the Diamondhead Fire Protection District of Hancock County in paying costs associated with the purchasing of equipment, training and building maintenance.....$ 10,000.00

(gn) To assist the Harrison County Fire Service in paying costs associated with the purchasing of equipment, training and building maintenance for the West Wortham Road Station and Lizana Volunteer Fire Station, to be split equally between the stations.....$ 20,000.00

(go) To assist the Hancock County Fire Service in paying costs associated with the purchasing of equipment, training and building maintenance for the Kiln/Fenton Station.....$ 10,000.00

(gp) To assist the City of Gluckstadt, Mississippi, in paying costs associated with acquiring drones and related equipment for the Gluckstadt Police Department.....$ 75,000.00

(gq) To assist the Board of Supervisors of Madison County, Mississippi, in paying costs associated with making improvements to Gluckstadt Road.....$ 1,000,000.00

(gr) To assist the Town of Bassfield in paying costs associated with repairs, resurfacing and improvements to roads.....$ 275,000.00

(gs) To assist the City of Magee in paying costs associated with infrastructure repair.....$ 250,000.00

(gt) To assist Walthall County in paying costs associated with repairs and renovations to the Walthall County courthouse .....$ 400,000.00

(gu) To assist the Town of Heidelberg in paying costs associated with improvements to the town's streets.....$ 250,000.00

(gv) To assist Jasper County in paying costs associated with repairs and improvements to roads in Beat 2.....$ 350,000.00

(gw) To assist the Board of Supervisors of Madison County, Mississippi, in paying costs associated with making improvements to Weisenberger Road.....$ 1,000,000.00

(gx) To assist the Board of Supervisors of Pike County, Mississippi, in paying costs associated with the repair and renovation of and upgrades and improvements to the McComb Public Library in the City of McComb.....$ 500,000.00

(gy) To the Town of Summit, Mississippi, to assist the Summit Rural Fire Department in paying costs associated with completing the driveways and parking at the fire station located on the Southwest Mississippi Community College campus..... .....$ 80,000.00

(gz) To assist the City of Natchez, Mississippi, in paying costs associated with the demolition, reconstruction and replacement of the Canal Street Bridge.....$ 500,000.00

(ha) To assist the Scenic Rivers Development Alliance in paying costs associated with site development and various other costs.....$ 1,750,000.00

(hb) To assist the Marine Corps League Detachment 1073 in Hattiesburg in paying costs associated with the construction of a building.....$ 150,000.00

(hc) To assist the Board of Supervisors of Marion County, Mississippi, in paying costs associated with paving and maintenance on county roads.....$ 500,000.00

(hd) To assist the Town of Terry, Mississippi, in paying costs associated with a new main extension of the water line from Volley Campbell Road south to the generator shop..... .....$ 150,000.00

(he) To assist the City of Byram, Mississippi, in paying costs associated with the city's Barrington Drive Pipe Rehabilitation Project in the Barrington Subdivision.....$ 250,000.00

(hf) To assist the Board of Supervisors of Montgomery County, Mississippi, in paying costs associated with milling and overlaying Fisher Road.....$ 500,000.00

(hg) To assist the 51-55 Water Association in paying costs associated with making upgrades to water capacity and meters.....$ 250,000.00

(hh) To assist the Michael H. Ball VFW in paying costs associated with making repairs and upgrades, including signage.....$ 10,000.00

(hi) To assist the Board of Supervisors of Montgomery County, Mississippi, in paying costs associated with repairing, leveling, overlaying and paving to Lodi Road.....$ 5,500,000.00

(hj) To assist the City of Winona, Mississippi, in paying costs associated with repair and maintenance on city streets and facilities.....$ 300,000.00

(hk) To assist the Board of Supervisors of Carroll County, Mississippi, in paying costs associated with making road infrastructure improvements in the county, with $300,000 for each Beat.....$ 1,500,000.00

(hl) To assist Jasper County in paying costs associated with repairs and improvements to County Road 19 and County Road 193 in Beat 1.....$ 200,000.00

(hm) To assist Jasper County in paying costs associated with repairs and improvements for County Road 1537 and County Road 2339 in Beat 3.....$ 200,000.00

(hn) To assist Jasper County in paying costs associated with repairs and improvements for County Road 19 and County Road 124 in Beat 4.....$ 200,000.00

(ho) To assist Jasper County in paying costs associated with cost associated with repairs and improvements for County Road 5033, County Road 828, County Road 84, County Road 62 and Gum Avenue in Beat 5.....$ 200,000.00

(hp) To assist Greene County in paying costs associated with Greene County High School for repair and renovation of the high school gymnasium and track.....$ 600,000.00

(hq) To assist the Board of Supervisors of Pearl River County, Mississippi, in paying costs associated with the purchase of firefighting equipment, construction of the Emergency Operations Center, and/or construction of a fire station in the City of Poplarville.....$ 1,750,000.00

(hr) To assist the Town of Tylertown, Mississippi, in paying costs associated with making infrastructure improvements to city and county owned facilities.....$ 1,250,000.00

(hs) To assist the American Legion Post 56 in Tylertown in paying costs associated with drainage improvements to alleviate runoff of excessive rainfall from city streets and a continuous flow from an artesian well located on county property.....$ 50,000.00

(ht) To assist the Mississippi Songwriters Alliance with the Mississippi Songwriters Performing Arts Center (MSPAC) in paying costs associated with the design, creation and installation for exhibits and acoustics build-out.....$ 750,000.00

(hu) To assist the City of Gautier, Mississippi, in paying costs associated with making infrastructure improvements, including, but not limited to, road and sidewalk improvements strictly on the building side of the MSPAC project.....$ 750,000.00

(hv) To assist the Singing River Health Care Academy in paying costs associated with construction and renovations.....$ 1,000,000.00

(hw) To assist the Starkville-Oktibbeha Consolidated School District in paying costs associated with a new high school on the Mississippi State University campus.....$ 4,000,000.00

(hx) To assist the City of Starkville, Mississippi, in paying costs associated with the sewer and lagoon project.....$ 1,000,000.00

(hy) To assist the Board of Supervisors of Oktibbeha County, Mississippi, in paying costs associated with various road projects, including, but not limited to, Self Creek Road, Maben Bell Road and South Montgomery Street.....$ 1,000,000.00

(hz) To assist the Town of Tutwiler, Mississippi, in paying costs associated with the rehabilitating of the Tutwiler Activities and Convention Complex, and costs associated with making lighting improvements in the downtown area.....
.....$ 200,000.00

(ia) To assist the Town of Drew, Mississippi, in paying various costs associated with the multi-purpose building.....
.....$ 200,000.00

(ib) To assist the Board of Supervisors of Tallahatchie County, Mississippi, in paying various costs associated with the Rosebloom Recreation Complex.....$ 200,000.00

(ic) To assist the Town of Decatur, Mississippi, in paying costs associated with municipal building and infrastructure projects.....$ 1,000,000.00

(id) To assist Perry County in paying costs associated with repairs, renovations and upgrades to the Perry County courthouse and other buildings.....$ 750,000.00

(ie) To assist Greene County in paying costs associated with the construction of a building to be located in the Town of McLain for dual use as a fire house and community center.....
.....$ 400,000.00

(if) To assist the City of Picayune in paying costs associated with matching federal funds for a water tank.....$ 1,300,000.00

(ig) To assist Stone County in paying costs associated with improvements to the Magnolia Community Center Complex.....$ 250,000.00

(ih) To assist the Board of Supervisors of Newton County, Mississippi, in paying costs associated with Phase II of Sheriff's Department office expansion.....$ 200,000.00

(ii) To assist the Board of Supervisors of Newton County, Mississippi, in paying costs associated with Phase II of the Tanglewood Road project.....$ 200,000.00

(ij) To assist the City of Union, Mississippi, in paying costs associated with making improvements to streets and drainage.....$ 200,000.00

(ik) To assist the Covington County School District in paying costs associated with the purchase and upgrades of equipment and facilities for the Career and Technical Education (CTE) Center.....$ 200,000.00

(il) To assist the Board of Supervisors of Covington County, Mississippi, in paying costs associated with making upgrades and improvements to recreational facilities located in Section 16, Township 7 North, Range 15 West (located on 16th section property).....$ 150,000.00

(im) To assist the Board of Supervisors of Jones County, Mississippi, in paying costs associated with making improvements to Monroe Road.....$ 150,000.00

(in) To assist the Pine Burr Area Boy Scout Council - South Mississippi Scouting in paying costs associated with making upgrades to the medical lodge at Camp Tiak in Wiggins..... .....$ 300,000.00

(io) To assist Kiln Utility and Fire District in paying costs associated with the construction of a new fire station facility..... $ 750,000.00

(ip) To assist the Pearlington Water and Sewer District in paying costs associated with replacing the water and sewer system in Oak Harbor Subdivision.....$ 250,000.00

(iq) To assist the City of Long Beach in paying costs associated with maintenances and repairs of city-owned infrastructure.....$ 500,000.00

(ir) To assist the City of Pascagoula in paying costs associated with repair and improvements to 11th street..... .....$ 1,000,000.00

(is) To assist the Laurel Veterans Museum in paying costs associated with repairs, renovations and additional exhibits.....$ 100,000.00

(it) To assist the South Central Regional Medical Center in Laurel in paying costs associated with building a health education and training building on campus.....

.....$ 600,000.00

(iu) To assist the Board of Supervisors of Clarke County, Mississippi, in paying various costs for the following volunteer fire departments (VFDs) to be split equally among the departments: Beaver Dam VFD, Carmichael VFD, Desoto VFD, East Quitman VFD, Enterprise VFD, Harmony VFD, Hopewell VFD, Pachuta VFD, Quitman VFD, Rolling Creek VFD, Shubuta VFD, Snell VFD, Stonewall VFD and Theadville VFD.....$ 375,000.00

(iv) To assist the Board of Supervisors of Newton County, Mississippi, in paying various costs for the following volunteer fire departments (VFDs) to be split equally among the departments: Duffee VFD, Hickory VFD and Chunky VFD.....

.....$ 75,000.00

(iw) To assist the Tippah County Hospital in paying costs associated with making improvements to the Tippah County Wellness Center and Tippah County Nursing Home.....

.....$ 150,000.00

(ix) To assist the Board of Supervisors of Tippah County, Mississippi, in paying costs associated with making improvements to County Road 102.....$ 500,000.00

(iy) To assist the City of Ripley, Mississippi, in paying costs associated with the purchase of vehicles for law enforcement.....$ 150,000.00

(iz) To assist the City of Ripley, Mississippi, in paying costs associated with water tower infrastructure projects

.....$ 250,000.00

(ja) To assist the Town of Walnut, Mississippi, in paying costs associated with the purchase of new vehicles.....

.....$ 100,000.00

(jb) To assist the Ripley Main Street Association in paying costs associated with various projects.....$ 150,000.00

(jc) To assist the Board of Supervisors of Tippah County, Mississippi, in paying various costs for the following volunteer fire departments to be split equally among the departments: Blue Mountain Volunteer Fire Department, Dry Creek Volunteer Fire Department, Dumas Volunteer Fire Department, Falkner Fire Department, Gravestown Volunteer Fire Department, Mitchell Volunteer Fire Department, Ripley Fire Department, Spout Springs Volunteer Fire Department, Three Forks Volunteer Fire Department and Walnut Volunteer Fire Department....$ 250,000.00

(jd) To assist the Boys and Girls Club of Tippah County in paying costs associated with various projects...$ 100,000.00

(je) To assist DeSoto County Regional Utility Authority in paying costs associated with purchasing and constructing a new regional wastewater treatment system .....$ 10,000,000.00

(jf) To assist the City of Ocean Springs in paying costs associated with infrastructure upgrades and construction for traffic flow and access near new middle school.....$ 600,000.00

(jg) To assist the Institute for Marine Mammal Studies in paying costs associated with Ocean Adventures Marine

Park.....$ 1,000,000.00

(jh) To assist the City of Byram in paying costs associated with drainage projects.....$ 600,000.00

(ji) To assist the City of Pontotoc, Mississippi, in paying costs associated with construction of a new Farmer's Market.....$ 400,000.00

(jj) To assist the Forest Lamar Alliance - Area Development Partnership for Greater Hattiesburg in paying engineering costs associated with the Eagle One Mega Site .....$ 750,000.00

(jk) To assist the Mississippi Department of Transportation in paying costs associated with the construction of a turning lane on Highway 589 in Lamar County adjacent to Crosspoint Community Church.....$ 500,000.00

(jl) To assist the Town of Polkville, Mississippi, in paying costs associated with renovations to a building to be used for a community safe room and multipurpose Civic Center, including, but not limited to, a new roof, restroom renovation and modifications to become ADA compliant.....$ 250,000.00

(jm) To assist the Smith County School District in paying costs associated with expanding the existing Career-Tech Center located in Raleigh.....$ 500,000.00

(jn) To assist the Town of Taylorsville, Mississippi, in paying costs associated with making infrastructure improvements to the water system and drainage system enhancements.....

.....$ 250,000.00

(jo) To assist the Board of Supervisors of Smith County, Mississippi, in paying costs associated with making critical road, bridge and infrastructure improvements within the county.....$ 250,000.00

(jp) To assist the Board of Supervisors of Lee County, Mississippi, in paying costs associated with paving and materials for streets in Guntown, Mississippi, partnering with the county.....$ 1,000,000.00

(jq) To assist the City of Baldwyn, Mississippi, in paying costs associated with finishing the fire department located at the Park and Rec Center.....$ 250,000.00

(jr) To assist the Town of Ecru, Mississippi, in paying costs associated with making critical infrastructure improvements.....$ 150,000.00

(js) To assist the Town of Sherman, Mississippi, in paying costs associated with making critical infrastructure improvements.....$ 150,000.00

(jt) To assist the City of Pontotoc, Mississippi, in paying costs associated with completing the renovations of the historic McMackin House.....$ 50,000.00

(ju) To assist the City of Carthage, Mississippi, in paying costs of purchasing vehicles and equipment for the police, water, sewer and public works departments.....$ 250,000.00

(jv) To assist the City of Kosciusko, Mississippi, to assist in paying costs associated with purchasing police vehicles and related equipment.....$ 325,000.00

(jw) To assist the City of Hattiesburg in paying costs associated with improvements in its veterans district area of downtown.....$ 700,000.00

(jx) To assist the Clinton/Raymond/Bolton/Regional Wastewater Authority in paying costs associated with construction and development of the Clinton/Raymond/Bolton Wastewater Authority project that will transport treated wastewater from the members' municipal lagoons and treatment facilities to the Big Black River.....$ 2,000,000.00

(jy) To assist the City of Pearl in paying costs associated with repair, renovations and upgrades of and improvements to its city hall building and related facilities..... .....$ 800,000.00

(jz) To assist the City of Pearl in paying costs associated with a lighting project on U.S. Highway 80 from Concourse Drive to the east city limits .....$ 350,000.00

(ka) To assist the Board of Supervisors of Leake County, Mississippi, in paying costs associated with purchasing equipment to be used for county road maintenance...$ 700,000.00

(kb) To assist the Board of Supervisors of Leake County, Mississippi, in paying costs of the Sheriff's Office

associated with purchasing patrol vehicles and necessary equipment and purchasing radios.....$ 210,000.00

(kc) To assist the Board of Supervisors of Leake County, Mississippi, in paying costs associated with construction and repair of roads and bridges.....$ 2,000,000.00

(kd) To assist the Board of Supervisors of Leake County, Mississippi, in paying costs associated with purchasing fire trucks for the Marydell Volunteer Fire Department and the Lena Volunteer Fire Department.....$ 1,000,000.00

(ke) To assist the Board of Supervisors of Holmes County, Mississippi, in paying costs associated with the construction and repair of roads and bridges in District 2 .....$ 500,000.00

(kf) To assist the Ethel Rural Water Association in paying costs associated with construction of a new water line to the Kosciusko-Attala County Airport.....$ 130,000.00

(kg) To assist the Board of Supervisors of Attala County, Mississippi, in paying costs of the Sheriff's Office associated with purchasing patrol vehicles and necessary equipment to outfit the vehicles and purchasing radios for patrol vehicles.....$ 225,000.00

(kh) To assist the University of Mississippi in paying costs associated with the development and administration of the University of Mississippi Autism and Developmental Care Initiative.....$ 5,000,000.00

(ki) To assist Mississippi State University in paying costs associated with the development and administration of the Mississippi State University Autism and Development Care Initiative.....$ 5,000,000.00

(kj) To assist the LeFleur's Bluff Conservancy in paying costs associated with improving the LeFleur's Bluff State Park property in accordance with the master plan of the LeFleur's Bluff Conservancy.....$ 13,000,000.00

None of the funds allocated within this paragraph (kj) or appropriated for such purpose may be used for infrastructure that is exclusively for the purpose of the game of golf.

(kk) To assist the Leake County Development Association in Carthage, Mississippi, in paying costs associated with marketing initiatives for workforce development in the county .....$ 100,000.00

(kl) To assist the McAdams Water Association in paying costs associated with making water system upgrades.....$ 250,000.00

(km) To assist the Kosciusko Separate School District in paying costs associated with the purchase and renovation of the Attala County Coliseum.....$ 750,000.00

(kn) To assist the Board of Supervisors of Attala County, Mississippi, in paying costs associated with making road and bridge improvements.....$ 2,000,000.00

(ko) To assist the Town of West, Mississippi, in paying costs associated with making infrastructure improvements to city streets, sewer and water facilities and purchasing vehicles and equipment.....$ 500,000.00

(kp) To assist the Langford Fire Department in paying costs associated with the purchase of equipment.....$ 100,000.00

(kq) To assist the City of Brandon, Mississippi, in paying costs associated with making road infrastructure improvements.....$ 750,000.00

(kr) To assist the City of Jackson in paying costs associated with road and infrastructure improvements in northwest Jackson.....$ 750,000.00

(ks) To assist Hinds County in paying costs associated with sewer and drainage improvement in the Presidential Hills Neighborhood.....$ 500,000.00

(kt) To assist the City of Jackson in paying costs associated with various costs for the Westside Community Center.....$ 400,000.00

(ku) To assist the City of Florence in paying costs associated with purchasing and installing a new water well.....$ 300,000.00

(kv) To assist the Rankin County Animal Shelter in paying costs associated with making repairs and renovations.....$ 25,000.00

(kw) To assist the City of Ridgeland, Mississippi, in paying costs associated with converting a roadway from a 2-lane to 4-lane and reconfiguring the intersection of Lake Harbour Drive and Harbour Drive to improve traffic congestion and flow..... .....$ 1,250,000.00

(kx) To assist the Capitol Complex Improvement District, as overseen by the Capitol Complex Improvement District Project Advisory Committee, in paying costs associated with making repairs and renovations to the Parham Bridges Park in Jackson..... .....$ 750,000.00

(ky) To assist the City of Ocean Springs, Mississippi, in paying costs associated with purchasing artificial turf for the Highway 57 Sports Complex.....$ 350,000.00

(kz) To assist the City of Ocean Springs, Mississippi, in paying costs associated with acquiring and erecting an entrance gateway welcome sign on the east entrance to the City of Ocean Springs on Highway 90.....$ 150,000.00

(la) To assist the City of Ocean Springs, Mississippi, in paying various costs related to water, sewer, drainage, infrastructure, purchase of generators, economic development, beautification, sidewalks, environmental and infrastructure studies, LED lights for permanent and seasonal lighting for downtown Ocean Springs and costs associated with downtown wayfinding and pole arm replacement.....$ 1,500,000.00

(lb) To assist the Village of Puckett in paying costs associated with water and infrastructure projects.....$ 250,000.00

(lc) To assist the Town of Pelahatchie in paying costs associated with wastewater infrastructure.....$ 500,000.00

(ld) To assist the Town of Pelahatchie in paying costs associated with improvements to the town's roads.....$ 350,000.00

(le) To assist the City of Wiggins in paying costs associated with sewer infrastructure improvements from U.S. Highway 49 to the West Lagoon.....$ 500,000.00

(lf) To assist Jackson County in paying costs associated with the construction of a fire department in western Jackson County near Old Fort Bayou Road and Eglin Road.....$ 500,000.00

(lg) To assist the Mississippi Symphony Orchestra in paying costs associated with the acquisition and replacement of musical instruments for Mississippi high school music programs and other various costs.....$ 350,000.00

(lh) To assist the Mississippi Children's Museum in paying costs associated with expanding and executing new programs and exhibits associated with the LIFT program.....$ 5,000,000.00

(li) To assist the Mississippi Museum of Art in paying costs associated with various projects and exhibits.....$ 650,000.00

(lj) To assist Innovate Mississippi in paying costs associated with various grants and loans.....$ 1,500,000.00

(lk) To assist the Mississippi Department of Wildlife, Fisheries and Parks in paying costs associated with repair, renovations and improvements to the park and park facilities at Holmes County State Park.....$ 4,000,000.00

(ll) To assist Holmes County Board of Supervisors with costs associated with site development, construction and site readiness at Holmes County Industrial Park.....$ 1,000,000.00

(lm) To assist the City of Meridian, Mississippi, in paying costs of the Fire Department associated with the purchase of equipment.....$ 25,000.00

(ln) To assist the City of Meridian, Mississippi, in paying costs of the Police Department associated with the purchase of equipment and gear for the SWAT team.....$ 50,000.00

(lo) To assist the City of Booneville, Mississippi, in paying costs associated with alleviating drainage problems on East Lake Street.....$ 50,000.00

(lp) To assist the City of Crystal Springs in paying costs associated with the construction of the Chautauqua Amphitheater, including the stage.....$ 300,000.00

(lq) To assist the Reservoir Fire Protection District in paying costs associated with construction of a training facility and purchase of fire and rescue equipment.....$ 250,000.00

(lr) To assist the City of Flowood in paying costs associated with road and infrastructure improvements..... .....$ 750,000.00

(ls) To assist the City of Picayune in paying costs associated with improvements to Friendship Park....$ 250,000.00

(lt) To assist the Town of Flora in paying costs associated with water, sewer and infrastructure repairs..... .....$ 350,000.00

(lu) To assist the City of Madison in paying costs associated with utility relocation and sidewalks for historic district.....$ 1,300,000.00

(lv) To assist DeSoto County Fire Rescue in paying costs associated with the purchase of a fire truck for the Eudora Volunteer Fire Department in DeSoto County.....$ 250,000.00

(lw) To assist the City of Waveland in paying costs associated with improvements to the city's waterfront..... .....$ 250,000.00

(lx) To assist the City of Bay St. Louis in paying costs associated with a municipal harbor repair project..... .....$ 250,000.00

(ly) To assist the Town of Star in paying costs associated with the startup expenses of being a newly incorporated community.....$ 200,000.00

(lz) To assist the City of Indianola in paying costs associated with improvements to the city's streets.....

.....$ 300,000.00

(ma) To assist the City of Hollandale in paying costs associated with improvements to the city's streets.....
.....$ 400,000.00

(mb) To assist Clay County in paying costs associated with repair, repaving and improvements to Waverly Road, Goode Road or Pruitt Road.....$ 800,000.00

(mc) To assist the Looxahoma Water Association in paying costs associated with providing water service to Independence High School and East Tate Elementary School.....
.....$ 250,000.00

(md) To assist Marshall County in paying costs associated with the purchase of equipment for the Victoria Volunteer Fire Department.....$ 50,000.00

(me) To assist Marshall County in paying costs associated with the purchase of equipment for the Cayce Volunteer Fire Department.....$ 50,000.00

(mf) To assist Marshall County in paying costs associated with the purchase of equipment for the Watson Volunteer Fire Department.....$ 50,000.00

(mg) To assist Tate County in paying costs associated with purchase of equipment for the Wyatte-Chulahoma Volunteer Fire Department.....$ 50,000.00

(mh) To assist Union County in paying costs associated with the purchase of equipment for the Ingomar Volunteer Fire Department.....$ 50,000.00

(mi) To assist Union County in paying costs associated with purchase of equipment for the Pinedale Volunteer Fire Department.....$ 50,000.00

(mj) To assist Union County in paying costs associated with the purchase of equipment for the West Union Volunteer Fire Department.....$ 50,000.00

(mk) To assist the Mississippi Department of Archives and History in paying costs associated with the design, construction, renovations, repairs, furnishing, equipping, parking lots, lighting and any related infrastructure of the Vicksburg Civil War Visitor Center at the Vicksburg National Military Park and/or the Vicksburg Civil War Interpretive Center.....
.....$ 10,000,000.00

(ml) To assist the Jackson Municipal Airport Authority in paying costs associated with matching funds for critical infrastructure repairs and other necessary upgrades.....
.....$ 500,000.00

(mm) To assist the City of Jackson in paying costs associated with matching funds for the Federal Highway Administration for infrastructure and roads, including, but not limited to, Woodrow Wilson Avenue, Medgar Evers Boulevard, and McDowell Road.....$ 4,000,000.00

(mn) To assist George County in paying costs associated with planning and the design, renovation, expansion, and construction of the next stage of the new east-west road corridor connecting Old Highway 63 South to Mississippi Highway 613..... .....$ 750,000.00

(mo) To assist Tate County in paying costs associated with road and infrastructure improvements around and leading to the Tate County Hospital.....$ 2,500,000.00

(mp) To assist the Meridian Airport Authority in paying costs associated with construction of terminal.....$ 400,000.00

(mq) To assist the Greenwood-Leflore-Carroll Economic Development Foundation in paying costs associated with the Whittington Building Revitalization Project.....$ 600,000.00

(mr) To assist the City of Drew in paying costs associated with road improvements.....$ 350,000.00

(ms) To assist Hinds County in paying costs associated with infrastructure improvements within the county..... .....$ 2,500,000.00

(mt) To assist the Town of Caledonia in paying costs associated with the construction of a storm shelter..... .....$ 150,000.00

(mu) To assist the City of Ridgeland in paying costs associated with the construction of new water, sewer and stormwater infrastructure.....$ 750,000.00

(mv) To assist the Mississippi Military Department in paying costs associated with the Mississippi Military Department Readiness Centers Fund.....$ 1,000,000.00

(mw) To assist the Greenwood Cemetery Association in paying costs associated with repairs and maintenance of the Greenwood Cemetery and related cemetery property located in downtown Jackson, Mississippi.....$ 100,000.00

SECTION 5. (1) Any state agency that receives monies from the 2026 Local Improvements Projects Fund created in Section 6 of Senate Bill No. 2917, 2026 Regular Session, may escalate its budget upon receiving such monies and expend such monies in accordance with the rules and regulations of the Department of Finance and Administration in a manner consistent with the escalation of federal funds.

(2) The Department of Archives and History may escalate its budget upon receiving monies from the Vicksburg National Military Park Fund created in Section 9 of Senate Bill No. 2917, 2026 Regular Session, and expend such monies in accordance with the rules and regulations of the Department of Finance and Administration in a manner consistent with the escalation of federal funds.

SECTION 6. This act shall take effect and be in force from and after its passage.

Municipal Compliance Questionnaire

As part of the municipality's audit, the governing authorities of the municipality must make certain assertions with regard to legal compliance. The municipal compliance questionnaire was developed for this purpose.

The following questionnaire and related certification must be completed at the end of the municipality's fiscal year and entered into the official minutes of the governing authorities at their next regular meeting.

The governing authorities should take care to answer these questions accurately. Incorrect answers could reduce the auditor's reliance on the questionnaire responses, resulting in the need to perform additional audit procedures at added cost.

Information

Note: Due to the size of some municipalities, some of the questions may not be applicable. If so, mark N/A in answer blanks. Answers to other questions may require more than "yes" or "no," and, as a result, more information on this questionnaire may be required and/or separate work papers may be needed.

1. Name and address of municipality:
   City of Gluckstadt
   343 Distribution Drive, Gluckstadt MS 39110

2. List the date and population of the latest official U.S. Census or most recent official census:
   3600 Population
   2020 Census

3. Names, addresses and telephone numbers of officials (include elected officials, chief administrative officer, and attorney).
   See attached.

4. Period of time covered by this questionnaire:
   From: 10/1/2025 To: 10/1/2026

5. Expiration date of current elected officials' term: June - 2029

MUNICIPAL COMPLIANCE QUESTIONNAIRE
Year Ended September 30, 20__

Answer All Questions: **Y** - YES, **N** - NO, **N/A** - NOT APPLICABLE

PART I - General

1. Have all ordinances been entered into the ordinance book and included in the minutes? (Section 21-13-13) — Y
2. Do all municipal vehicles have public license plates and proper markings? (Sections 25-1-87 and 27-19-27) — Y
3. Are municipal records open to the public? (Section 25-61-5) — Y
4. Are meetings of the board open to the public? (Section 25-41-5) — Y
5. Are notices of special or recess meetings posted? (Section 25-41-13) — Y

5. Are all required personnel covered by appropriate surety bonds?
   - Board or council members (Sec. 21-17-5) — Y
   - Appointed officers and those handling money, see statutes governing the form of government (i.e., Section 21-3-5 for Code Charter)
   - Municipal clerk (Section 21-15-38) — Y
   - Deputy clerk (Section 21-15-23) — Y
   - Chief of police (Section 21-21-1) — Y
   - Deputy police (Section 45-5-9) (if hired under this law) — Y

7. Are minutes of board meetings prepared to properly reflect the actions of the board? (Sections 21-15-17 and 21-15-19) — Y
8. Are minutes of board meetings signed by the mayor or majority of the board within 30 days of the meeting? (Section 21-15-33) — Y
9. Has the municipality complied with the nepotism law in its employment practices? (Section 25-1-53) — Y
10. Did all officers, employees of the municipality, or their relatives avoid any personal interest in any contracts with the municipality during their term or within one year after their terms of office or employment? (Section 25-4-105) — Y
11. Does the municipality contract with a Certified Public Accountant or an auditor approved by the State Auditor for its annual audit within twelve months of the end of each fiscal year? (Section 21-35-31) — Y

(FY26 Audit going on now 10/15 - Present)

12. Has the municipality published a synopsis or notice of the annual audit within 30 days of acceptance? (Section 21-35-31 or 21-17-19) — Y

PART II - Cash and Related Records

1. Where required, is a claims docket maintained? (Section 21-39-7) — Y

2. Are all claims paid in the order of their entry in the claims docket? (Section 21-39-9) — Y

3. Does the claims docket identify the claimant, claim number, amount and fund from which each warrant will be issued? (Section 21-39-7) — Y

4. Are all warrants approved by the board, signed by the mayor or majority of the board, attested to by the clerk, and bearing the municipal seal? (Section 21-39-13) — Y

5. Are warrants for approved claims held until sufficient cash is available in the fund from which it is drawn? (Section 21-39-13) — Y

6. Has the municipality adopted and entered on its minutes a budget in the format prescribed by the Office of the State Auditor? (Sections 21-35-5, 21-35-7 and 21-35-9) — Y

7. Does the municipality operate on a cash basis budget, except for expenditures paid within 30 days of fiscal year end or for construction in progress? (Section 21-35-23) — Y

8. Has the municipality held a public hearing and published its adopted budget? (Sections 21-35-5, 27-39-203, & 27-39-205) — Y

9. Has the municipality complied with legal publication requirements when budgetary changes of 10% or more are made to a department's budget? (Section 21-35-25) — Y

10. If revenues are less than estimated and a deficit is anticipated, did the board revise the budget by its regular July meeting? (Section 21-35-25) — N/A

11. Have financial records been maintained in accordance with the chart of accounts prescribed by the State Auditor? (Section 21-35-11) — Y

12. Does the municipal clerk submit to the board a monthly report of expenditures against each budget item for the preceding month and fiscal year to date and the unexpended balances of each budget item? (Section 21-35-13) — Y

13. Does the board avoid approving claims and the city clerk not issue any warrants which would be in excess of budgeted amounts, except for court-ordered or emergency expenditures? (Section 21-35-17) — Y

14. Has the municipality commissioned municipal depositories? (Sections 27-105-353 and 27-105-363) — Y

15. Have investments of funds been restricted to those instruments authorized by law? (Section 21-33-323) — Y

16. Are donations restricted to those specifically authorized by law? [Section 21-17-5 (Section 66, Miss. Constitution) -- Sections 21-19-45 through 21-19-59, etc.] — Y

17. Are fixed assets properly tagged and accounted for? (Section II - Municipal Audit and Accounting Guide) — Y

18. Is all travel authorized in advance and reimbursements made in accordance with Section 25-3-41? — Y

19. Are all travel advances made in accordance with the State Auditor's regulations? (Section 25-3-41) — Y

PART III - Purchasing and Receiving

1. Are bids solicited for purchases, when required by law (written bids and advertising)? [Section 31-7-13(b) and (c)] — Y

2. Are all lowest and best bid decisions properly documented? [Section 31-7-13(d)] — Y

3. Are all one-source item and emergency purchases documented on the board's minutes? [Section 31-7-13(m) and (k)] — Y

4. Do all officers and employees understand and refrain from accepting gifts or kickbacks from suppliers? (Section 31-7-23) — Y

PART IV - Bonds and Other Debt

1.	Has the municipality complied with the percentage of taxable property limitation on bonds and other debt issued during the year? (Section 21-33-303)	Y
2.	Has the municipality levied and collected taxes, in a sufficient amount for the retirement of general obligation debt principal and interest? (Section 21-33-87)	Y
3.	Have the required trust funds been established for utility revenue bonds? (Section 21-27-65)	N/A
4.	Have expenditures of bond proceeds been strictly limited to the purposes for which the bonds were issued? (Section 21-33-317)	Y
5.	Has the municipality refrained from borrowing, except where it had specific authority? (Section 21-17-5)	Y

PART V - Taxes and Other Receipts

1.	Has the municipality adopted the county ad valorem tax rolls? (Section 27-35-167)	Y
2.	Are interest and penalties being collected on delinquent ad valorem taxes? (Section 21-33-53)	Y
3.	Has the municipality conducted an annual land sale for delinquent ad valorem taxes? (Section 21-33-63)	N/A - County
4.	Have the various ad valorem tax collections been deposited into the appropriate funds? (Separate Funds for Each Tax Levy) (Section 21-33-53)	Y
5.	Has the increase in ad valorem taxes, if any, been limited to amounts allowed by law? (Sections 27-39-320 and 27-39-321)	N/A - no tax levy increase FY26
6.	Are local privilege taxes collected from all businesses located within the municipality, except those exempted? (Section 27-17-5)	Y
7.	Are transient vendor taxes collected from all transient vendors within the municipality, except those exempted? (Section 75-85-1)	Y
8.	Is money received from the state's "Municipal Fire Protection Fund" spent only to improve municipal fire departments? (Section 83-1-37)	N/A County Fire District

9. Has the municipality levied or appropriated not less than 1/4 mill for fire protection and certified to the county it provides its own fire protection or allowed the county to levy such tax? (Sections 83-1-37 and 83-1-39) — Y

10. Are state-imposed court assessments collected and settled monthly? (Section 99-19-73, 83-39-31, etc.) — Y

11. Are all fines and forfeitures collected when due and settled immediately to the municipal treasury? (Section 21-15-21) — Y

12. Are bids solicited by advertisement or, under special circumstances, three appraisals obtained when real property is sold? (Section 21-17-1) — Y

13. Has the municipality determined the full and complete cost for solid waste for the previous fiscal year? (Section 17-17-347) — N/A - County contract

14. Has the municipality published an itemized report of all revenues, costs and expenses incurred by the municipality during the immediately preceding fiscal year in operating the garbage or rubbish collection or disposal system? (Section 17-17-348) — N/A - County contract

15. Has the municipality conducted an annual inventory of its assets in accordance with guidelines established by the Office of the State Auditor? (MMAAG) — Y

City of Gluckstadt
(MUNICIPAL NAME)

Certification to Municipal Compliance Questionnaire

Year Ended September 30, 2026

We have reviewed all questions and responses as contained in this Municipal Compliance Questionnaire for the Municipality of Gluckstadt, and, to the best of our knowledge and belief, all responses are accurate.

Lindsay Kellum
(City Clerk's Signature)

(Mayor's Signature)

10/9/26
(Date)

10/9/26
(Date)

Minute Book References:

Book Number _____

Page _____

(Clerk is to enter minute book references when questionnaire is accepted by board.)

Public Depositor Annual Report

Your Public Depositor Annual Report has been submitted. P**lease print this page for your records**.

Report of Fiscal Year Ending:

09-30-2026

Public Entity Name:

City of Gluckstadt

Political Subdivision Type:

Municipal Government

Mailing Address of Principal Offices:

343 Distribution Drive

Gluckstadt, MS 39110

Contact Person:

Lindsay Kellum

Phone Number:

(769) 567-2306

Fax Number:

(769) 567-2305

Email:

lindsay.kellum@gluckstadt.net

SCHEDULE B - PUBLIC ACCOUNTS

Bank Name, Account Name, Account #, Federal Tax ID, Type of Account, Account Balance

(1) Bank Plus, General Fund, 7020303983, 87-1438222, Demand, $3,932,814.87

(2) Bank Plus, Court Bond Account, 2000251264, 87-1438222, Demand, $67,123.25

(3) Bank Plus, PD Search and Seizure Fund, 20005499688, 87-1438222, Demand, $175.00

(4) Bank Plus, PD Station Project, General Obligation Bonds (Debt Service Fund), 2000549760, 87-1438222, Demand, $100.24

(5) Bank Plus, Capital Projects Fund, Gluckstadt Road, 2000683176, 87-1438222, Demand, $327,169.90

(6) Bank Plus, Capital Projects Fund, Calhoun Station Parkway, 2000683184, 87-1438222, Demand, $0.00

(7) Bank Plus, PD Forfeited Search and Seizure Funds, 20007177040, 87-1438222, Demand, $10,330.00

(8) Bank Plus, PD Firearm Seizure Fund, 2001010624, 87-1438222, Demand, $13,000.00

(9) Bank Plus, MOSTF Grant Fund (Community Park Phase I), 2000960536, 87-1438222, Demand, $1,697,325.00

(10) Bank Plus, BCBS Grant Fund (Community Park Phase II), 2000995013, 87-1438222, Demand, $2,331,907.00

(11) Huntington Bank, City Employee Flex Spending Fund (Personnel, City Prefunded), 1468570508, 87-1438222, Demand, $265.70

ELECTRONIC SIGNATURE REQUIRED:

I herby certify that I have read the foregoing facts and the attachments provided and that they are true.

Signature:

Lindsay Leonard Kellum

City Clerk

10/09/2026

ANNUAL REPORT FOR CONTINUING DISCLOSURE
FISCAL YEAR ENDED SEPTEMBER 30, 2025

Name of Issuer: City of Gluckstadt, Mississippi

Name of Bond Issue: $6,205,000 City of Gluckstadt, Mississippi General Obligation Bonds, Series 2023, dated as of June 30, 2023.

CUSIP: 37989C

Outstanding General Obligation Bonded Debt Subject to Debt Limits

(As of September 1, 2026)

Issue	Date of Issue	Outstanding Principal
$6,205,000 General Obligation Bonds, Series 2023	6/30/23	**$5,275,000**
Total:		**$5,275,000**

Annual Debt Service Requirements for the General Obligation Debt of the City[1]

Year	Principal	Interest	Total Debt Service on the Series 2023 Bonds
2026	320,000.00	307,018.76	627,018.76
2027	335,000.00	287,818.76	622,818.76
2028	350,000.00	267,718.76	617,718.76
2029	370,000.00	246,718.76	616,718.76
2030	385,000.00	224,518.76	609,518.76
2031	405,000.00	201,418.76	606,418.76
2032	425,000.00	177,118.76	602,118.76
2033	445,000.00	151,618.76	596,618.76
2034	465,000.00	129,368.76	594,368.76
2035	490,000.00	106,118.76	596,118.76
2036	510,000.00	81,618.76	591,618.76
2037	535,000.00	56,118.76	591,118.76
2038	560,000.00	28,700.00	588,700.00
TOTAL	$5,595,000.00	$2,265,875.12	$7,860,875.12

[1] As of September 30, 2025.

Other Outstanding Long-Term Debt

Issue	Date of Issue	Outstanding Principal
N/A		

TAX INFORMATION

Assessed Valuation

Assessment Year	Real Property	Personal Property	Public Utility Property	Total
2025-2026	$79,272,288	$62,798,077	$5,340,379	$147,410,744
2024-2025	$77,897,103	$64,589,700	$1,867,937	$144,354,740
2023-2024	$76,562,170	$59,348,237	$1,274,730	$137,185,137
2022-2023	$75,308,293	$47,091,791	$423,368	$122,823,452
2021-2022[2]	$71,787,938	N/A	$42,431,920	N/A

Tax Levy Per $1,000 Valuation[3]

	2025-26	**2024-25**	**2023-24**	**2022-23**
General Fund	12.00	12.00	12.00	12.00
TOTAL	**12.00**	**12.00**	**12.00**	**12.00**

[2] The Tax Assessor did not compile a full assessed value recap for the City's 2021-2022 Tax Roll.
[3]Tax levy figures are given in mills.

Ten Largest Taxpayers

The ten largest taxpayers in the City for assessment year 2025 are as follows:

Taxpayer	Assessed Valuation	Taxes Collected
Fastenal	$6,734,748	$80,817
Levi Strauss & Co.	$6,665,205	$79,982
Kasai North America	$6,547,867	$78,574
Cardinal Health	$5,140,868	$61,690
Faurecia	$4,658,745	$55,905
Tower Automotive	$4,331,057	$51,973
Hunter Engineering	$4,229,892	$50,759
Systems Electro Coating	$3,242,959	$38,916
Westlake Compounds	$2,511,782	$30,141
Steel Technologies	$1,866,942	$22,403
TOTALS	**$45,930,065**	**$551,161**

Ad Valorem Tax Collections

Fiscal Year Ended September 30	Amount Budgeted	Amount Collected	Difference Over/(Under)
2025	$1,536,750.00	$1,565,295.68	$28,545.68
2024	$1,448,900.00	$1,394,941.66	($53,958.34)
2023	$1,263,340.00	$1,390,798.18	$127,458.18
2022	$1,360,793.00	$1,223,899.00	($136,894.00)
2021	$0.00	$0.00	$0.00

SOURCE: All information, City Clerk, July 2026.

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Submission ID: P21555325
Submission Date: 7/28/2026 6:40 AM
Status: PUBLISHED

Disclosure Categories

Rule 15c2-12 Disclosure

Annual Financial Information and Operating Data: FY 2025 Annual Report for Continuing Disclosure - City of Gluckstadt, MS, for the year ended 09/30/2025

Document

File	Period Date
FY 2025 Annual Report for Continuing Disclosure -	07/28/2026

Associated Securities

The following are associated with this continuing disclosure submission.

CUSIP-6	Issuer Name
37989C	CITY OF GLUCKSTADT, MISSISSIPPI

Total CUSIPs associated with this submission: 15

The disclosure will be published for the following securities.

CUSIP-9	Issue Description	Dated Date	Maturity Date	Coupon (%)
37989CAA8	GENERAL OBLIGATION BONDS SERIES 2023	06/30/2023	06/01/2024	6
37989CAB6	GENERAL OBLIGATION BONDS SERIES 2023	06/30/2023	06/01/2025	6
37989CAC4	GENERAL OBLIGATION BONDS SERIES 2023	06/30/2023	06/01/2026	6
37989CAD2	GENERAL OBLIGATION BONDS SERIES 2023	06/30/2023	06/01/2027	6
37989CAE0	GENERAL OBLIGATION BONDS SERIES 2023	06/30/2023	06/01/2028	6
37989CAF7	GENERAL OBLIGATION BONDS SERIES 2023	06/30/2023	06/01/2029	6
37989CAG5	GENERAL OBLIGATION BONDS SERIES 2023	06/30/2023	06/01/2030	6
37989CAH3	GENERAL OBLIGATION BONDS SERIES 2023	06/30/2023	06/01/2031	6
37989CAJ9	GENERAL OBLIGATION BONDS SERIES 2023	06/30/2023	06/01/2032	6
37989CAK6	GENERAL OBLIGATION BONDS SERIES 2023	06/30/2023	06/01/2033	5
37989CAL4	GENERAL OBLIGATION BONDS SERIES 2023	06/30/2023	06/01/2034	5
37989CAM2	GENERAL OBLIGATION BONDS SERIES 2023	06/30/2023	06/01/2035	5
37989CAN0	GENERAL OBLIGATION BONDS SERIES 2023	06/30/2023	06/01/2036	5
37989CAP5	GENERAL OBLIGATION BONDS SERIES 2023	06/30/2023	06/01/2037	5.125
37989CAQ3	GENERAL OBLIGATION BONDS SERIES 2023	06/30/2023	06/01/2038	5.125

Submitter's Contact Information

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Obligated Person's Contact Information

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CITY OF GLUCKSTADT, MISSISSIPPI

FYE2026 GENERAL FUND BUDGET

12.00 MILLS

09/12/2025

	CURRENT, AMENDED FYE2025 BUDGET	PROPOSED FYE2026 BUDGET
REVENUES:		
TAXES	$1,536,750	$1,573,900
LICENSES & PERMITS	$177,100	$174,000
FRANCHISE FEES	$200,000	$200,000
INTERGOVERNMENTAL	$4,825,603	$4,631,606
FINES	$402,000	$410,500
MISCELLANEOUS	$147,238	$75,000
TRANSFERS	$0	$328,850
TOTAL REVENUES	**$7,288,691**	**$7,393,856**
EXPENDITURES:		
PERSONNEL SERVICES	$3,157,030	$3,374,681
SUPPLIES	$289,541	$343,100
CONTRACTUAL SERVICES	$2,330,809	$1,996,230
GRANTS / SUBSIDIES / ALLOCATIONS	$0	$0
DEBT SERVICE	$0	$0
CAPITAL OUTLAY	$2,870,173	$899,468
TRANSFERS	$970,569	$804,382
TOTAL EXPENDITURES	**$9,618,122**	**$7,417,861**
NET	**($2,329,431)**	**($24,005)**

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CITY OF GLUCKSTADT, MISSISSIPPI
FYE2026 CAPITAL PROJECT FUNDS BUDGETS

09/12/2025

CALHOUN STATION PARKWAY OVERLAY PROJECT - CAPITAL PROJECT FUND

	CURRENT, AMENDED FYE2025 BUDGET	PROPOSED FYE2026 BUDGET
REVENUES (INCLUDES BEGINNING CASH BALANCE)	$1,098,750.00	$1,031,552.44
EXPENDITURES	$1,098,750.00	$1,031,552.44
FUND BALANCE	**$0.00**	**$0**

GLUCKSTADT ROAD WIDENING PROJECT - CAPITAL PROJECT FUND

	CURRENT, AMENDED FYE2025 BUDGET	PROPOSED FYE2026 BUDGET
REVENUES (INCLUDES BEGINNING CASH BALANCE)	$750,000.00	$750,000.00
EXPENDITURES	$750,000.00	$750,000.00
FUND BALANCE	**$0.00**	**$0**

CITY OF GLUCKSTADT, MISSISSIPPI
FYE2026 DEBT SERVICE FUND BUDGET

09/12/2025

DEBT SERVICE FUND 1 (2023 G.O. BOND ISSUE)

	CURRENT, AMENDED FYE2025 BUDGET	PROPOSED FYE2026 BUDGET
REVENUES (INCLUDES BEGINNING CASH BALANCE)	$630,919.00	$640,100.24
EXPENDITURES	$630,819.00	$640,100.24
FUND BALANCE	**$100.00**	**$0.00**

REVENUES	FYE 2025				FYE 2026	FYE 2026	FYE 2026	FYE 2026	FYE 2026	
DESCRIPTION	ADOPTED BUDGET FY2024-25	AMENDED BUDGET FY2024-25 (JUNE)	YR TO DATE THRU 07/09/25	REMAINING BALANCE	ORIGINAL BUDGET REQUEST	BUDGET REQUEST AFTER WS #1	FINAL BUDGET AFTER WS #2	FINAL BUDGET AFTER WS #3	CHANGES AFTER BUDGET HEARING 9/8/2025	FINAL BUDGET AFTER WORKSHOP 9/12/2025
TAXES	12 MILLS				12 MILLS	12 MILLS	12 MILLS	18 MILLS		12 MILLS
AD VAL - REAL PROPERTY TAXES	$870,000.00	$870,000.00	$834,925.00	$35,075.00	**$848,000.00**	$848,000.00	$848,000.00	$1,270,500.00	**($422,500.00)**	**$848,000.00**
AD VAL - AUTO TAXES	$144,000.00	$144,000.00	$110,066.36	$33,933.64	**$150,000.00**	$150,000.00	$150,000.00	$225,000.00	**($75,000.00)**	**$150,000.00**
AD VAL - PERS. PROP./M. HOMES TAXES	$500,000.00	$500,000.00	$521,830.58	($21,830.58)	**$505,000.00**	$505,000.00	$505,000.00	$757,500.00	**($252,500.00)**	**$505,000.00**
AD VAL - PRIOR YEAR TAXES - REAL	$0.00	$0.00	$1,079.58	($1,079.58)	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$0.00	$1,000.00
AD VAL - PRIOR YEAR TAXES - AUTO	$250.00	$250.00	$3,631.33	($3,381.33)	$3,500.00	$3,500.00	$3,500.00	$3,500.00	$0.00	$3,500.00
AD VAL - PRIOR YEAR TAXES - OTHER	$0.00	$0.00	$4,247.70	($4,247.70)	$4,200.00	$4,200.00	$4,200.00	$4,200.00	$0.00	$4,200.00
AD VAL - PUBLIC UTILITIES TAXES	$21,500.00	$21,500.00	$58,102.98	($36,602.98)	**$60,000.00**	$60,000.00	$60,000.00	$90,000.00	**($30,000.00)**	**$60,000.00**
AD VAL - PENALTIES & INTEREST	$1,000.00	$1,000.00	$2,416.29	($1,416.29)	$2,200.00	$2,200.00	$2,200.00	$2,200.00	$0.00	$2,200.00
PAYMENTS IN LIEU OF TAXES										
AD VAL - PMTS. IN LIEU OF TAXES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
LICENSES & PERMITS										
PRIVILEGE LICENSES	$40,000.00	$40,000.00	$33,668.06	$6,331.94	$40,000.00	$40,000.00	$40,000.00	$40,000.00	$0.00	$40,000.00
BUSINESS LICENSE (REGULAR)	$40,000.00	$40,000.00	$33,668.06	$6,331.94	$40,000.00	$40,000.00	$40,000.00	$40,000.00	$0.00	$40,000.00
TRANSIENT VENDOR	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PERMITS - BUILDING	$130,000.00	$130,000.00	$115,467.00	$14,533.00	$137,400.00	$137,400.00	$137,400.00	$130,000.00	$0.00	$130,000.00
NEW CONSTRUCTION	$50,000.00	$50,000.00	$66,700.00	($16,700.00)	$80,000.00	$80,000.00	$80,000.00	$72,600.00	$0.00	$72,600.00
ADDITIONS, RENOVATIONS, & REPAIRS	$45,000.00	$45,000.00	$33,895.00	$11,105.00	$45,000.00	$45,000.00	$45,000.00	$45,000.00	$0.00	$45,000.00
DEMOLITION	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CONSTRUCTION PLAN REVIEW	$0.00	$0.00	$442.00	($442.00)	$400.00	$400.00	$400.00	$400.00	$0.00	$400.00
SIGN PERMIT	$5,000.00	$5,000.00	$3,225.00	$1,775.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00	$0.00	$4,000.00
BUILDING INSPECTION / REINSPECTION FEE	$0.00	$0.00	$1,760.00	($1,760.00)	$2,000.00	$2,000.00	$2,000.00	$2,000.00	$0.00	$2,000.00
SPECIAL ASSESSMENTS - PROPERTY CLEANUP	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
EXCAVATION OR SITE WORK	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
STOP WORK ORDER FEE	$0.00	$0.00	$3,495.00	($3,495.00)	$2,000.00	$2,000.00	$2,000.00	$2,000.00	$0.00	$2,000.00
RENTAL INSPECTION FEE	$0.00	$0.00	$250.00	($250.00)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MISCELLANEOUS BUILDING FEE	$30,000.00	$30,000.00	$0.00	$30,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
RENTAL APPLICATION / RENEWAL FEE	$0.00	$0.00	$5,700.00	($5,700.00)	$4,000.00	$4,000.00	$4,000.00	$4,000.00	$0.00	$4,000.00
PERMITS - ZONING	$7,100.00	$7,100.00	$5,500.00	$1,600.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00	$0.00	$4,000.00
CONDITIONAL USE APPLICATION	$3,500.00	$3,500.00	$1,500.00	$2,000.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$0.00	$1,000.00
VARIANCE OR DIMENSIONAL VARIANCE APPL.	$500.00	$500.00	$2,250.00	($1,750.00)	$2,000.00	$2,000.00	$2,000.00	$2,000.00	$0.00	$2,000.00
REZONING APPLICATION	$500.00	$500.00	$750.00	($250.00)	$500.00	$500.00	$500.00	$500.00	$0.00	$500.00
SITE PLAN REVIEW	$1,500.00	$1,500.00	$900.00	$600.00	$500.00	$500.00	$500.00	$500.00	$0.00	$500.00
? ? ?	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PRELIMINARY PLAT FEES	$100.00	$100.00	$0.00	$100.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
ZONING DEPT. FEES - MISC. 1	$1,000.00	$1,000.00	$100.00	$900.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CONTRACTOR'S LICENSE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
FRANCHISE FEES/TAXES										
FRANCHISE TAXES (PUBLIC UTILITIES)	$200,000.00	$200,000.00	$155,976.03	$44,023.97	$200,000.00	$200,000.00	$200,000.00	$200,000.00	$0.00	$200,000.00

DESCRIPTION	ADOPTED BUDGET FY2024-25	AMENDED BUDGET FY2024-25 (JUNE)	YR TO DATE THRU 07/09/25	REMAINING BALANCE	ORIGINAL BUDGET REQUEST	BUDGET REQUEST AFTER WS #1	FINAL BUDGET AFTER WS #2	FINAL BUDGET AFTER WS #3	CHANGES AFTER BUDGET HEARING 9/8/2025	FINAL BUDGET AFTER WORKSHOP 9/12/2025
INTERGOVERNMENTAL REVENUES										
FEDERAL GRANTS:										
GRANT - CSP OVERLAY	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$489,600.00	$0.00	$489,600.00
GRANT - G'STADT RD WIDENING (STATE)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
GRANT - W'BERGER RD WIDENING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
GRANT - DEPT. OF JUSTICE (VESTS)	$5,803.00	$5,803.00	$414.50	$5,388.50	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
GRANT - PPE SUBGRANT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
GRANT - PARKS & RECREATION	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
STATE GRANTS:										
GRANT - MSDH HEALTH COUNCIL	$10,000.00	$10,000.00	$2,400.00	$7,600.00	$0.00	$0.00	$5,000.00	$5,000.00	$0.00	$5,000.00
GRANT - _____	$72,000.00	$72,000.00	$162,242.56	($90,242.56)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
GRANT - JAG/HOMELAND SECURITY	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$59,150.00	**$3,247.10**	**$62,397.10**
GRANT - DPS/HIGHWAY SAFETY	$25,000.00	$25,000.00	$16,714.06	$8,285.94	$0.00	$0.00	$0.00	$69,999.00	$0.00	$69,999.00
GRANT - ADDED 08/20/25 (22 SLCGP)	$10,000.00	$10,000.00	$0.00	$10,000.00	$0.00	$0.00	$0.00	$53,010.00	$0.00	$53,010.00
GRANT - STATE OF MISS. (MOST)	$618,700.00	$618,700.00	$0.00	$618,700.00	**$0.00**	$0.00	$0.00	$0.00	$0.00	$0.00
GRANT - PICKUP (BUILDING DEPT.)	$42,000.00	$42,000.00	$0.00	$42,000.00	$0.00	$55,000.00	$52,000.00	$52,000.00	**($52,000.00)**	**$0.00**
GRANT - PARKS & RECREATION	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
STATE SHARED:										
MUNICIPAL REVOLVING FUND	$1,200.00	$1,200.00	$1,231.09	($31.09)	$1,200.00	$1,200.00	$1,200.00	$1,200.00	$0.00	$1,200.00
HOMESTEAD EXEMPTION REIMBURSE	$18,000.00	$18,000.00	$9,864.23	$8,135.77	$19,500.00	$19,500.00	$19,500.00	$19,500.00	$0.00	$19,500.00
DISASTER REIMBURSEMENTS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
ABC PERMITS	$3,000.00	$3,000.00	$3,825.00	($825.00)	$3,000.00	$3,000.00	$3,000.00	$3,000.00	$0.00	$3,000.00
MUNICIPAL GAS AID TAX	$1,900.00	$1,900.00	$1,930.16	($30.16)	$1,900.00	$1,900.00	$1,900.00	$1,900.00	$0.00	$1,900.00
MOTOR VEHICLE RENTAL TAX	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
RAILROAD TAX	$1,000.00	$1,000.00	$0.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$0.00	$1,000.00
SALES TAX	$2,850,000.00	$2,850,000.00	**$2,373,717.86**	$476,282.14	**$2,700,000.00**	$2,800,000.00	$2,800,000.00	$2,800,000.00	$0.00	$2,800,000.00
FIRE INS. PREM. REBATE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
GRAND GULF	$100,000.00	$100,000.00	$119,076.13	($19,076.13)	$110,000.00	$115,000.00	$115,000.00	$115,000.00	$0.00	$115,000.00
POLICE TRAINING REIMBURSEMENT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MIMA FUNDS	$524,000.00	$524,000.00	**$541,259.20**	($17,259.20)	$524,000.00	$540,000.00	$540,000.00	$540,000.00	$0.00	$540,000.00
COUNTY SHARED:										
FIRE PROTECTION - COUNTY	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
COUNTY ROAD & BRIDGE TAXES	$218,000.00	$218,000.00	$211,838.58	$6,161.42	$222,000.00	$230,000.00	$230,000.00	$230,000.00	$0.00	$230,000.00
E-911 FUNDS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OTHER REVENUE / BoS ROAD PLAN	$325,000.00	$325,000.00	$330,825.53	($5,825.53)	$325,000.00	$325,000.00	$240,000.00	$240,000.00	$0.00	$240,000.00
OTHER:										
INTERLOCAL	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CHARGES FOR SERVICES										
GARBAGE FEES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PARK CONCESSIONS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PARK - PARTICIPATION FEES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

DESCRIPTION	ADOPTED BUDGET FY2024-25	AMENDED BUDGET FY2024-25 (JUNE)	YR TO DATE THRU 07/09/25	REMAINING BALANCE	ORIGINAL BUDGET REQUEST	BUDGET REQUEST AFTER WS #1	FINAL BUDGET AFTER WS #2	FINAL BUDGET AFTER WS #3	CHANGES AFTER BUDGET HEARING 9/8/2025	FINAL BUDGET AFTER WORKSHOP 9/12/2025
FINES & FORFEITURES										
STATE ASSESSMENTS (DFA & DPS)	*$0.00*	*$0.00*	*$10,835.88*	*($10,835.88)*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*
TRAFFIC & COURT FINES (CITY)	$400,000.00	$400,000.00	$310,164.02	$89,835.98	$400,000.00	$400,000.00	$400,000.00	$400,000.00	$0.00	$400,000.00
CRIMINAL ARRESTS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
ORDINANCE VIOLATIONS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
ADMIN COURT FEES (INCLUDES JAIL FEES)	$1,000.00	$1,000.00	$1,775.00	($775.00)	$1,500.00	$1,500.00	$1,500.00	$1,500.00	$0.00	$1,500.00
VICTIMS' RESTITUTION FUNDS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
APPEARANCE BOND FEE	$1,000.00	$1,000.00	$1,225.00	($225.00)	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$0.00	$1,000.00
FORFEITURES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
SEARCH AND SEIZURE FUNDS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
INVESTIGATIVE FEES	$0.00	$0.00	$166.66	($166.66)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
INTEREST										
INTEREST	$88,889.35	$88,889.35	$87,776.77	$1,112.58	$75,000.00	$75,000.00	$75,000.00	$75,000.00	$0.00	$75,000.00
MISCELLANEOUS										
CELLULAR TOWER LEASE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
SIGN LEASE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
DONATIONS	$0.00	$10,250.00	$5,250.00	$5,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OTHER REVENUE	$0.00	$0.00	$22,395.02	($22,395.02)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PUBLIC RECORDS REQUESTS	$8,000.00	$8,000.00	$8,475.00	($475.00)	$8,000.00	$8,000.00	$8,000.00	$8,000.00	$0.00	$8,000.00
LABOR / OFFICE RESOURCES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
COPIES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
LEGAL REVIEW / REDACTION	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MDAH RECORDS RETENTION FEE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PAYROLL CORRECTION	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OTHER										
RESTRICTED REVENUE - *DRUG DOG*	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
INSURANCE PROCEEDS	$0.00	$25,848.40	$25,848.40	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
LOAN PROCEEDS - *TAX ANTICIPATION LOAN*	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
BOND PROCEEDS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PROPERTY SALE	$0.00	$14,250.00	$14,600.00	($350.00)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NOTE/LOAN PROCEEDS - _____	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NOTE/LOAN PROCEEDS - _____	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TRANSFERS										
TRANSFERS IN - HB1353	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TRANSFERS IN - COURT BOND REVENUE	$0.00	$0.00	$1,556.50	($1,556.50)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TRANSFERS IN - HB0603	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TRANSFERS IN - SB2468	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TRANSFERS IN - MISC.	$0.00	$0.00	$27.27	($27.27)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TRANSFERS IN - CSP OVERLAY	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$328,850.00	$0.00	$328,850.00
BEGINNING CASH										
BEGINNING CASH		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TOTAL REVENUES	**$7,238,342.35**	**$7,288,690.75**	**$6,112,345.33**	**$1,176,345.42**	**$6,348,400.00**	**$6,532,400.00**	**$6,449,400.00**	**$8,222,609.00**	**($828,752.90)**	**$7,393,856.10**

EXPENDITURES
LEGISLATIVE - BOARD
DEPT # 100

DESCRIPTION	FYE 2025 ADOPTED BUDGET FY2024-25	FYE 2025 AMENDED BUDGET FY2024-25 (JUNE)	FYE 2025 YR TO DATE THRU 07/09/25	FYE 2025 REMAINING BALANCE	FYE 2026 ORIGINAL BUDGET REQUEST	FYE 2026 BUDGET REQUEST AFTER WS #1	FYE 2026 FINAL BUDGET AFTER WS #2	FYE 2026 FINAL BUDGET AFTER WS #3	FYE 2026 CHANGES AFTER BUDGET HEARING 9/8/2025	FYE 2026 FINAL BUDGET AFTER WORKSHOP 9/12/2025
SALARIES & WAGES (GROSS-REGULAR)	$30,000.00	$30,000.00	$22,846.23	$7,153.77	$31,500.00	$30,000.00	$30,000.00	$30,000.00	$0.00	$30,000.00
SALARIES & WAGES (GROSS-GRANT)	$0.00	$0.00	$0.00	$0.00	$0.00					
OVERTIME (GROSS-REGULAR)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OVERTIME (GROSS-GRANT)	$0.00	$0.00	$0.00	$0.00	$0.00					
PERSONNEL - FEDERAL WITHHOLDING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
FEDERAL TAXES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
FICA/SOCIAL SECURITY	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MEDICARE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PERSONNEL - STATE WITHHOLDING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
RETIREMENT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PERS PAID BY CITY	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PERS PAID BY EMPLOYEE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
DEFERRED COMPENSATION	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
FICA/SOCIAL SECURITY MATCH	$1,860.00	$1,860.00	$1,416.69	$443.31	$1,953.00	$1,860.00	$1,860.00	$1,860.00	$0.00	$1,860.00
MEDICARE MATCH	$435.00	$435.00	$331.65	$103.35	$456.75	$435.00	$435.00	$435.00	$0.00	$435.00
HOSPITALIZATION INSURANCE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PREM PAID BY CITY	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PREM PAID BY EMPLOYEE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
DENTAL	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
VISION	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
AFLAC	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
ACC	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAN	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CRIT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
HOSP	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
LIFE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
ST DIS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
FLEX SPENDING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
DEPENDENT CARE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MEDICAL	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
UNEMPLOYMENT CONTRIBUTION	$3,250.00	$3,250.00	$228.69	$3,021.31	$3,250.00	$3,250.00	$3,250.00	$3,250.00	$0.00	$3,250.00
WORKER'S COMPENSATION	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PERSONNEL SERVICES	**$35,545.00**	**$35,545.00**	**$24,823.26**	**$10,721.74**	**$37,159.75**	**$35,545.00**	**$35,545.00**	**$35,545.00**	**$0.00**	**$35,545.00**

EXPENDITURES LEGISLATIVE - BOARD DEPT # 100 DESCRIPTION	FYE 2025 ADOPTED BUDGET FY2024-25	FYE 2025 AMENDED BUDGET FY2024-25 (JUNE)	FYE 2025 YR TO DATE THRU 07/09/25	FYE 2025 REMAINING BALANCE	FYE 2026 ORIGINAL BUDGET REQUEST	FYE 2026 BUDGET REQUEST AFTER WS #1	FYE 2026 FINAL BUDGET AFTER WS #2	FYE 2026 FINAL BUDGET AFTER WS #3	FYE 2026 CHANGES AFTER BUDGET HEARING 9/8/2025	FYE 2026 FINAL BUDGET AFTER WORKSHOP 9/12/2025
OFFICE SUPPLIES	$500.00	$500.00	$0.00	$500.00	$500.00	$500.00	$500.00	$500.00	$0.00	$500.00
OTHER SUPPLIES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
					$0.00					
CLEANING & JANITORIAL	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
FEED/SUPPLIES FOR DRUG DOG	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
GAS & OIL	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
UNIFORMS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CASH OVER/SHORT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CREDIT CARD EXPENSE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CHEMICALS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MISCELLANEOUS SUPPLIES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
REPAIRS & MAINT. - BUILDING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
REPAIRS & MAINT. - PAINTING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
REPAIRS & MAINT. - VEHICLE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
REPAIRS & MAINT. - EQUIPMENT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
REPAIRS & MAINT. - OTHER	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
REPAIRS & MAINT. - _____	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
SUPPLIES	**$500.00**	**$500.00**	**$0.00**	**$500.00**	**$500.00**	**$500.00**	**$500.00**	**$500.00**	**$0.00**	**$500.00**
PROFESSIONAL FEES - ACCOUNTING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
AUDIT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PAYROLL ACCOUNTING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PAYROLL FEES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OTHER	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PROFESSIONAL FEES - CONSULTING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
FINANCIAL PLANNING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
LOBBYING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OTHER 1	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OTHER 2	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PROFESSIONAL FEES - ENGINEERING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
BUILDING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
DRAINAGE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
STREETS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OTHER	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PROFESSIONAL FEES - LEGAL	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CITY ATTORNEY	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
EMPLOYMENT LAW	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OTHER 1	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OTHER 2	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

EXPENDITURES	FYE 2025				FYE 2026	FYE 2026	FYE 2026	FYE 2026	FYE 2026	
LEGISLATIVE - BOARD		AMENDED								
DEPT # 100	ADOPTED BUDGET	BUDGET FY2024-25	YR TO DATE	REMAINING	ORIGINAL BUDGET	BUDGET REQUEST	FINAL BUDGET	FINAL BUDGET	CHANGES AFTER BUDGET HEARING	FINAL BUDGET AFTER WORKSHOP
DESCRIPTION	FY2024-25	(JUNE)	THRU 07/09/25	BALANCE	REQUEST	AFTER WS #1	AFTER WS #2	AFTER WS #3	9/8/2025	9/12/2025
PROFESSIONAL FEES - MEDICAL	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
DRUG TESTS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
POLYGRAPH EXAMINATION	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PSYCHOLOGICAL EVALUATION	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OTHER 1	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TELEPHONE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TELEPHONE - CELL / TABLET	$2,500.00	$2,500.00	$1,241.28	$1,258.72	$3,000.00	$3,000.00	$3,000.00	$3,000.00	$0.00	$3,000.00
COMMUNICATIONS (E911)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
POSTAGE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
INTERNET	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TRAVEL & TRAINING	$8,000.00	$8,000.00	$5,869.97	$2,130.03	$8,000.00	$8,000.00	$8,000.00	$8,000.00	$0.00	$8,000.00
ADVERTISING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PRINTING & BINDING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PUBLICATIONS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MEMBERSHIP DUES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
INSURANCE	$1,750.00	$1,750.00	$0.00	$1,750.00	$1,500.00	$1,500.00	$1,500.00	$1,500.00	$0.00	$1,500.00
UTILITIES - GENERAL	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
ELECTRICITY	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
GAS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
WATER & SEWER	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OTHER	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
UTILITIES - OTHER	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
EMERGENCY SIRENS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
STREET LIGHTS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TRAFFIC SIGNALS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OTHER	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
SECURITY SYSTEM	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
REPAIRS & MAINT. - OUTSIDE SVCS.	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
EQUIPMENT RECERTIFICATION	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
RENTALS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PROMOTIONS	$1,250.00	$1,250.00	$0.00	$1,250.00	$1,250.00	$1,250.00	$1,250.00	$1,250.00	$0.00	$1,250.00
COMMUNITY PROMOTIONS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CITY STAFF PROMOTIONAL ITEMS (ATTIRE)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
INTERLOCAL AGREEMENT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OTHER SERVICES & CHARGES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
LOT CLEAN-UPS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TAX COLLECTION FEES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
WASTE COLLECTION FEES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
BEAUTIFICATION EXPENSES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
COUNTY LIBRARY	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
IT & SOFTWARE SERVICES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MISCELLANEOUS SERVICES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
REFUNDS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CONTRACTUAL SERVICES	**$13,500.00**	**$13,500.00**	**$7,111.25**	**$6,388.75**	**$13,750.00**	**$13,750.00**	**$13,750.00**	**$13,750.00**	**$0.00**	**$13,750.00**

EXPENDITURES
LEGISLATIVE - BOARD
DEPT # 100

DESCRIPTION	FYE 2025 ADOPTED BUDGET FY2024-25	FYE 2025 AMENDED BUDGET FY2024-25 (JUNE)	FYE 2025 YR TO DATE THRU 07/09/25	FYE 2025 REMAINING BALANCE	FYE 2026 ORIGINAL BUDGET REQUEST	FYE 2026 BUDGET REQUEST AFTER WS #1	FYE 2026 FINAL BUDGET AFTER WS #2	FYE 2026 FINAL BUDGET AFTER WS #3	FYE 2026 CHANGES AFTER BUDGET HEARING 9/8/2025	FYE 2026 FINAL BUDGET AFTER WORKSHOP 9/12/2025
CAPITAL OUTLAY - LAND	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAPITAL OUTLAY - BUILDING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAPITAL OUTLAY - _____	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAPITAL OUTLAY - _____	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAPITAL OUTLAY - _____	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAPITAL OUTLAY - _____	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAPITAL OUTLAY - _____	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAPITAL OUTLAY - VEHICLES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAPITAL OUTLAY - HEAVY EQUIPMENT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAPITAL OUTLAY - OFFICE EQUIPMENT	$0.00	$0.00	$0.00	$0.00	$2,500.00	$2,500.00	$0.00	$0.00	$0.00	$0.00
CAPITAL OUTLAY - FURN. & FIXTURES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAPITAL OUTLAY	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$2,500.00**	**$2,500.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
	$49,545.00	**$49,545.00**	**$31,934.51**	**$17,610.49**	**$53,909.75**	**$52,295.00**	**$49,795.00**	**$49,795.00**	**$0.00**	**$49,795.00**

EXPENDITURES
JUDICIAL/MUNICIPAL COURT
DEPT # 110

DESCRIPTION	FYE 2025 ADOPTED BUDGET FY2024-25	FYE 2025 AMENDED BUDGET FY2024-25 (JUNE)	FYE 2025 YR TO DATE THRU 07/09/25	FYE 2025 REMAINING BALANCE	FYE 2026 ORIGINAL BUDGET REQUEST	FYE 2026 BUDGET REQUEST AFTER WS #1	FYE 2026 FINAL BUDGET AFTER WS #2	FYE 2026 FINAL BUDGET AFTER WS #3	FYE 2026 CHANGES AFTER BUDGET HEARING 9/8/2025	FYE 2026 FINAL BUDGET AFTER WORKSHOP 9/12/2025
SALARIES & WAGES (GROSS-REGULAR)	$140,333.25	$140,333.25	$95,945.90	$44,387.35	$146,294.40	$146,294.40	$146,294.40	$146,294.40	$0.00	$146,294.40
SALARIES & WAGES (GROSS-GRANT)	$0.00	$0.00	$0.00	$0.00	$0.00					
OVERTIME (GROSS-REGULAR)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OVERTIME (GROSS-GRANT)	$0.00	$0.00	$0.00	$0.00	$0.00					
PERSONNEL - FEDERAL WITHHOLDING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
FEDERAL TAXES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
FICA/SOCIAL SECURITY	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MEDICARE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PERSONNEL - STATE WITHHOLDING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
RETIREMENT	$25,295.07	$25,295.07	$17,201.13	$8,093.94	$27,101.04	$27,101.04	$27,101.04	$27,101.04	$0.00	$27,101.04
PERS PAID BY CITY	$25,295.07	$25,295.07	$17,201.13	$8,093.94	$27,101.04	$27,101.04	$27,101.04	$27,101.04	$0.00	$27,101.04
PERS PAID BY EMPLOYEE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
DEFERRED COMPENSATION	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
FICA/SOCIAL SECURITY MATCH	$8,700.66	$8,700.66	$5,512.60	$3,188.06	$9,070.25	$9,070.25	$9,070.25	$9,070.25	$0.00	$9,070.25
MEDICARE MATCH	$2,034.83	$2,034.83	$1,289.25	$745.58	$2,121.27	$2,121.27	$2,121.27	$2,121.27	$0.00	$2,121.27
HOSPITALIZATION INSURANCE	$23,640.00	$23,640.00	$10,881.73	$12,758.27	$18,211.20	$18,211.20	$18,211.20	$18,211.20	$0.00	$18,211.20
PREM PAID BY CITY	$23,640.00	$23,640.00	$10,881.73	$12,758.27	$18,211.20	$18,211.20	$18,211.20	$18,211.20	$0.00	$18,211.20
PREM PAID BY EMPLOYEE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
DENTAL	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
VISION	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
AFLAC	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
ACC	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAN	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CRIT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
HOSP	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
LIFE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
ST DIS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
FLEX SPENDING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
DEPENDENT CARE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MEDICAL	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
UNEMPLOYMENT CONTRIBUTION	$1,950.00	$1,950.00	$438.86	$1,511.14	$1,950.00	$1,950.00	$1,950.00	$1,950.00	$0.00	$1,950.00
WORKER'S COMPENSATION	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PERSONNEL SERVICES	**$201,953.81**	**$201,953.81**	**$131,269.47**	**$70,684.34**	**$204,748.16**	**$204,748.16**	**$204,748.16**	**$204,748.16**	**$0.00**	**$204,748.16**

EXPENDITURES JUDICIAL/MUNICIPAL COURT DEPT # 110 DESCRIPTION	FYE 2025 ADOPTED BUDGET FY2024-25	FYE 2025 AMENDED BUDGET FY2024-25 (JUNE)	FYE 2025 YR TO DATE THRU 07/09/25	FYE 2025 REMAINING BALANCE	FYE 2026 ORIGINAL BUDGET REQUEST	FYE 2026 BUDGET REQUEST AFTER WS #1	FYE 2026 FINAL BUDGET AFTER WS #2	FYE 2026 FINAL BUDGET AFTER WS #3	FYE 2026 CHANGES AFTER BUDGET HEARING 9/8/2025	FYE 2026 FINAL BUDGET AFTER WORKSHOP 9/12/2025
OFFICE SUPPLIES	$4,000.00	$4,000.00	$3,736.31	$263.69	$6,000.00	$6,000.00	$6,000.00	$6,000.00	$0.00	$6,000.00
OTHER SUPPLIES	$1,500.00	$1,500.00	$0.00	$1,500.00	$1,500.00	$1,500.00	$1,500.00	$1,500.00	$0.00	$1,500.00
CLEANING & JANITORIAL	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
FEED/SUPPLIES FOR DRUG DOG	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
GAS & OIL	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
UNIFORMS	$1,000.00	$765.00	$0.00	$765.00	$1,000.00	$1,000.00	$0.00	$0.00	$0.00	$0.00
CASH OVER/SHORT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CREDIT CARD EXPENSE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CHEMICALS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MISCELLANEOUS SUPPLIES	$500.00	$500.00	$183.43	$316.57	$500.00	$500.00	$500.00	$500.00	$0.00	$500.00
REPAIRS & MAINT. - BUILDING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
REPAIRS & MAINT. - PAINTING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
REPAIRS & MAINT. - VEHICLE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
REPAIRS & MAINT. - EQUIPMENT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
REPAIRS & MAINT. - OTHER	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
REPAIRS & MAINT. - _____	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
SUPPLIES	**$7,000.00**	**$6,765.00**	**$3,919.74**	**$2,845.26**	**$9,000.00**	**$9,000.00**	**$8,000.00**	**$8,000.00**	**$0.00**	**$8,000.00**
PROFESSIONAL FEES - ACCOUNTING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
AUDIT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PAYROLL ACCOUNTING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PAYROLL FEES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OTHER	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PROFESSIONAL FEES - COURT	$22,800.00	$22,800.00	$13,000.00	$9,800.00	$22,800.00	$22,800.00	$22,800.00	$22,800.00	$0.00	$22,800.00
JUDGE 1 - SIMS	$18,000.00	$18,000.00	$10,800.00	$7,200.00	$18,000.00	$18,000.00	$18,000.00	$18,000.00	$0.00	$18,000.00
JUDGE 2 - STACEY	$4,800.00	$4,800.00	$2,200.00	$2,600.00	$4,800.00	$4,800.00	$4,800.00	$4,800.00	$0.00	$4,800.00
OTHER 1	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OTHER 2	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PROFESSIONAL FEES - LEGAL (DEFENDER)	$22,000.00	$22,000.00	$9,600.00	$12,400.00	$22,000.00	$22,000.00	$22,000.00	$22,000.00	$0.00	$22,000.00
ATTORNEY/FIRM 1 - WHITT	$18,000.00	$18,000.00	$9,600.00	$8,400.00	$18,000.00	$18,000.00	$18,000.00	$18,000.00	$0.00	$18,000.00
ATTORNEY/FIRM 2 - CALDERON & WILLIAMS	$4,000.00	$4,000.00	$0.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00	$0.00	$4,000.00
ATTORNEY/FIRM 3	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
ATTORNEY/FIRM 4	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PROFESSIONAL FEES - LEGAL (PROSECUTOR)	$24,000.00	$24,000.00	$12,179.00	$11,821.00	$24,000.00	$24,000.00	$24,000.00	$24,000.00	$0.00	$24,000.00
ATTORNEY/FIRM 1 - MILLS, SCANLON, …	$24,000.00	$24,000.00	**$12,179.00**	$11,821.00	$24,000.00	$24,000.00	$24,000.00	$24,000.00	$0.00	$24,000.00
ATTORNEY/FIRM 2	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
ATTORNEY/FIRM 3	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
ATTORNEY/FIRM 4	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

EXPENDITURES JUDICIAL/MUNICIPAL COURT DEPT # 110 DESCRIPTION	FYE 2025 ADOPTED BUDGET FY2024-25	FYE 2025 AMENDED BUDGET FY2024-25 (JUNE)	FYE 2025 YR TO DATE THRU 07/09/25	FYE 2025 REMAINING BALANCE	FYE 2026 ORIGINAL BUDGET REQUEST	FYE 2026 BUDGET REQUEST AFTER WS #1	FYE 2026 FINAL BUDGET AFTER WS #2	FYE 2026 FINAL BUDGET AFTER WS #3	FYE 2026 CHANGES AFTER BUDGET HEARING 9/8/2025	FYE 2026 FINAL BUDGET AFTER WORKSHOP 9/12/2025
PROFESSIONAL FEES - MEDICAL	$250.00	$250.00	$120.00	$130.00	$250.00	$250.00	$250.00	$250.00	$0.00	$250.00
DRUG TESTS	$250.00	$250.00	$120.00	$130.00	$250.00	$250.00	$250.00	$250.00	$0.00	$250.00
POLYGRAPH EXAMINATION	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PSYCHOLOGICAL EVALUATION	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OTHER 1	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TELEPHONE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TELEPHONE - CELL / TABLET	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
COMMUNICATIONS (E911)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
POSTAGE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
INTERNET	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TRAVEL & TRAINING	$2,000.00	$2,000.00	$300.79	$1,699.21	$4,000.00	$4,000.00	$4,000.00	$4,000.00	$0.00	$4,000.00
ADVERTISING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PRINTING & BINDING	$2,500.00	$2,500.00	$483.00	$2,017.00	$2,500.00	$2,500.00	$2,500.00	$2,500.00	$0.00	$2,500.00
PUBLICATIONS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MEMBERSHIP DUES	$250.00	$250.00	$125.00	$125.00	$250.00	$250.00	$250.00	$250.00	$0.00	$250.00
INSURANCE	$550.00	$550.00	$160.00	$390.00	$600.00	$600.00	$600.00	$600.00	$0.00	$600.00
UTILITIES - GENERAL	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
ELECTRICITY	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
GAS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
WATER & SEWER	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OTHER	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
UTILITIES - OTHER	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
EMERGENCY SIRENS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
STREET LIGHTS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TRAFFIC SIGNALS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OTHER	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
SECURITY SYSTEM	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
REPAIRS & MAINT. - OUTSIDE SVCS.	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
EQUIPMENT RECERTIFICATION	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
RENTALS	$6,000.00	$6,000.00	$3,598.42	$2,401.58	$8,000.00	$8,000.00	$8,000.00	$8,000.00	$0.00	$8,000.00
PROMOTIONS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
COMMUNITY PROMOTIONS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CITY STAFF PROMOTIONAL ITEMS (ATTIRE)	$0.00	$0.00	$0.00	$0.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$0.00	$1,000.00
INTERLOCAL AGREEMENT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OTHER SERVICES & CHARGES	$2,000.00	$2,000.00	$45.00	$1,955.00	$500.00	$500.00	$500.00	$500.00	$0.00	$500.00
LOT CLEAN-UPS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
STATE ASSESSMENTS (COURT)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TAX COLLECTION FEES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
WASTE COLLECTION FEES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
BEAUTIFICATION EXPENSES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
COUNTY LIBRARY	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
IT & SOFTWARE SERVICES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MISCELLANEOUS SERVICES	$0.00	$0.00	$149.60	($149.60)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
REFUNDS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CONTRACTUAL SERVICES	**$82,350.00**	**$82,350.00**	**$39,760.81**	**$42,589.19**	**$85,900.00**	**$85,900.00**	**$85,900.00**	**$85,900.00**	**$0.00**	**$85,900.00**

EXPENDITURES
JUDICIAL/MUNICIPAL COURT
DEPT # 110

DESCRIPTION	FYE 2025 ADOPTED BUDGET FY2024-25	FYE 2025 AMENDED BUDGET FY2024-25 (JUNE)	FYE 2025 YR TO DATE THRU 07/09/25	FYE 2025 REMAINING BALANCE	FYE 2026 ORIGINAL BUDGET REQUEST	FYE 2026 BUDGET REQUEST AFTER WS #1	FYE 2026 FINAL BUDGET AFTER WS #2	FYE 2026 FINAL BUDGET AFTER WS #3	FYE 2026 CHANGES AFTER BUDGET HEARING 9/8/2025	FYE 2026 FINAL BUDGET AFTER WORKSHOP 9/12/2025
CAPITAL OUTLAY - LAND	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAPITAL OUTLAY - BUILDING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAPITAL OUTLAY - _____	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAPITAL OUTLAY - _____	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAPITAL OUTLAY - _____	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAPITAL OUTLAY - _____	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAPITAL OUTLAY - _____	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAPITAL OUTLAY - VEHICLES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAPITAL OUTLAY - HEAVY EQUIPMENT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAPITAL OUTLAY - OFFICE EQUIPMENT	$0.00	$35.00	$35.00	$0.00	$2,500.00	$2,500.00	$2,500.00	$2,500.00	$0.00	$2,500.00
CAPITAL OUTLAY - FURN. & FIXTURES	$0.00	$8,880.00	$8,880.00	$0.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$0.00	$1,000.00
CAPITAL OUTLAY	**$0.00**	**$8,915.00**	**$8,915.00**	**$0.00**	**$3,500.00**	**$3,500.00**	**$3,500.00**	**$3,500.00**	**$0.00**	**$3,500.00**
	$291,303.81	**$299,983.81**	**$183,865.02**	**$116,118.79**	**$303,148.16**	**$303,148.16**	**$302,148.16**	**$302,148.16**	**$0.00**	**$302,148.16**

EXPENDITURES
EXECUTIVE - MAYOR
DEPT # 120

DESCRIPTION	FYE 2025 ADOPTED BUDGET FY2024-25	FYE 2025 AMENDED BUDGET FY2024-25 (JUNE)	FYE 2025 YR TO DATE THRU 07/09/25	FYE 2025 REMAINING BALANCE	FYE 2026 ORIGINAL BUDGET REQUEST	FYE 2026 BUDGET REQUEST AFTER WS #1	FYE 2026 FINAL BUDGET AFTER WS #2	FYE 2026 FINAL BUDGET AFTER WS #3	FYE 2026 CHANGES AFTER BUDGET HEARING 9/8/2025	FYE 2026 FINAL BUDGET AFTER WORKSHOP 9/12/2025
SALARIES & WAGES (GROSS-REGULAR)	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
SALARIES & WAGES (GROSS-GRANT)	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**					
OVERTIME (GROSS-REGULAR)	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
OVERTIME (GROSS-GRANT)	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**					
PERSONNEL - FEDERAL WITHHOLDING	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
FEDERAL TAXES	$0.00	$0.00	$0.00	$0.00	**$0.00**	$0.00	$0.00	$0.00	$0.00	$0.00
FICA/SOCIAL SECURITY	$0.00	$0.00	$0.00	$0.00	**$0.00**	$0.00	$0.00	$0.00	$0.00	$0.00
MEDICARE	$0.00	$0.00	$0.00	$0.00	**$0.00**	$0.00	$0.00	$0.00	$0.00	$0.00
PERSONNEL - STATE WITHHOLDING	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
RETIREMENT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PERS PAID BY CITY	$0.00	$0.00	$0.00	$0.00	**$0.00**	$0.00	$0.00	$0.00	$0.00	$0.00
PERS PAID BY EMPLOYEE	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
DEFERRED COMPENSATION	$0.00	$0.00	$0.00	$0.00	**$0.00**	**$0.00**	**$0.00**	**$0.00**	$0.00	**$0.00**
FICA/SOCIAL SECURITY MATCH	$0.00	$0.00	$0.00	$0.00	**$0.00**	$0.00	**$0.00**	**$0.00**	$0.00	**$0.00**
MEDICARE MATCH	$0.00	$0.00	$0.00	$0.00	**$0.00**	$0.00	**$0.00**	**$0.00**	$0.00	**$0.00**
HOSPITALIZATION INSURANCE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PREM PAID BY CITY	$0.00	$0.00	$0.00	$0.00	**$0.00**	$0.00	$0.00	$0.00	$0.00	$0.00
PREM PAID BY EMPLOYEE	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
DENTAL	$0.00	$0.00	$0.00	$0.00	**$0.00**	$0.00	$0.00	$0.00	$0.00	$0.00
VISION	$0.00	$0.00	$0.00	$0.00	**$0.00**	$0.00	$0.00	$0.00	$0.00	$0.00
AFLAC	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
ACC	$0.00	$0.00	$0.00	$0.00	**$0.00**	$0.00	$0.00	$0.00	$0.00	$0.00
CAN	$0.00	$0.00	$0.00	$0.00	**$0.00**	$0.00	$0.00	$0.00	$0.00	$0.00
CRIT	$0.00	$0.00	$0.00	$0.00	**$0.00**	$0.00	$0.00	$0.00	$0.00	$0.00
HOSP	$0.00	$0.00	$0.00	$0.00	**$0.00**	$0.00	$0.00	$0.00	$0.00	$0.00
LIFE	$0.00	$0.00	$0.00	$0.00	**$0.00**	$0.00	$0.00	$0.00	$0.00	$0.00
ST DIS	$0.00	$0.00	$0.00	$0.00	**$0.00**	$0.00	$0.00	$0.00	$0.00	$0.00
FLEX SPENDING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
DEPENDENT CARE	$0.00	$0.00	$0.00	$0.00	**$0.00**	$0.00	$0.00	$0.00	$0.00	$0.00
MEDICAL	$0.00	$0.00	$0.00	$0.00	**$0.00**	$0.00	$0.00	$0.00	$0.00	$0.00
UNEMPLOYMENT CONTRIBUTION	$0.00	$0.00	$0.00	$0.00	**$0.00**	$0.00	$0.00	$0.00	$0.00	$0.00
WORKER'S COMPENSATION	$0.00	$0.00	$0.00	$0.00	**$0.00**	$0.00	$0.00	$0.00	$0.00	$0.00
PERSONNEL SERVICES	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**

EXPENDITURES EXECUTIVE - MAYOR DEPT # 120 DESCRIPTION	FYE 2025 ADOPTED BUDGET FY2024-25	FYE 2025 AMENDED BUDGET FY2024-25 (JUNE)	FYE 2025 YR TO DATE THRU 07/09/25	FYE 2025 REMAINING BALANCE	FYE 2026 ORIGINAL BUDGET REQUEST	FYE 2026 BUDGET REQUEST AFTER WS #1	FYE 2026 FINAL BUDGET AFTER WS #2	FYE 2026 FINAL BUDGET AFTER WS #3	FYE 2026 CHANGES AFTER BUDGET HEARING 9/8/2025	FYE 2026 FINAL BUDGET AFTER WORKSHOP 9/12/2025
OFFICE SUPPLIES	$500.00	$500.00	$0.00	$500.00	$500.00	$500.00	$500.00	$500.00	$0.00	$500.00
OTHER SUPPLIES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CLEANING & JANITORIAL	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
FEED/SUPPLIES FOR DRUG DOG	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
GAS & OIL	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
UNIFORMS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CASH OVER/SHORT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CREDIT CARD EXPENSE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CHEMICALS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MISCELLANEOUS SUPPLIES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
REPAIRS & MAINT. - BUILDING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
REPAIRS & MAINT. - PAINTING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
REPAIRS & MAINT. - VEHICLE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
REPAIRS & MAINT. - EQUIPMENT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
REPAIRS & MAINT. - OTHER	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
REPAIRS & MAINT. - _____	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
SUPPLIES	**$500.00**	**$500.00**	**$0.00**	**$500.00**	**$500.00**	**$500.00**	**$500.00**	**$500.00**	**$0.00**	**$500.00**
PROFESSIONAL FEES - ACCOUNTING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
AUDIT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PAYROLL ACCOUNTING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PAYROLL FEES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OTHER	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PROFESSIONAL FEES - CONSULTING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
FINANCIAL PLANNING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
LOBBYING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OTHER 1	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OTHER 2	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PROFESSIONAL FEES - ENGINEERING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
BUILDING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
DRAINAGE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
STREETS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OTHER	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PROFESSIONAL FEES - LEGAL	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CITY ATTORNEY	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
EMPLOYMENT LAW	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OTHER 1	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OTHER 2	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

EXPENDITURES
EXECUTIVE - MAYOR
DEPT # 120

DESCRIPTION	FYE 2025 ADOPTED BUDGET FY2024-25	FYE 2025 AMENDED BUDGET FY2024-25 (JUNE)	FYE 2025 YR TO DATE THRU 07/09/25	FYE 2025 REMAINING BALANCE	FYE 2026 ORIGINAL BUDGET REQUEST	FYE 2026 BUDGET REQUEST AFTER WS #1	FYE 2026 FINAL BUDGET AFTER WS #2	FYE 2026 FINAL BUDGET AFTER WS #3	FYE 2026 CHANGES AFTER BUDGET HEARING 9/8/2025	FYE 2026 FINAL BUDGET AFTER WORKSHOP 9/12/2025
PROFESSIONAL FEES - MEDICAL	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
DRUG TESTS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
POLYGRAPH EXAMINATION	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PSYCHOLOGICAL EVALUATION	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OTHER 1	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TELEPHONE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TELEPHONE - CELL / TABLET	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
COMMUNICATIONS (E911)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
POSTAGE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
INTERNET	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TRAVEL & TRAINING	$5,000.00	$0.00	$0.00	$0.00	$5,000.00	$5,000.00	$0.00	$0.00	$0.00	$0.00
ADVERTISING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PRINTING & BINDING	$150.00	$150.00	$0.00	$150.00	$150.00	$150.00	$150.00	$150.00	$0.00	$150.00
PUBLICATIONS	$100.00	$100.00	$0.00	$100.00	$100.00	$100.00	$100.00	$100.00	$0.00	$100.00
MEMBERSHIP DUES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$250.00	$0.00	$250.00
INSURANCE	$150.00	$150.00	$0.00	$150.00	$150.00	$150.00	$150.00	$150.00	$0.00	$150.00
UTILITIES - GENERAL	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
ELECTRICITY	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
GAS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
WATER & SEWER	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OTHER	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
UTILITIES - OTHER	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
EMERGENCY SIRENS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
STREET LIGHTS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TRAFFIC SIGNALS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OTHER	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
SECURITY SYSTEM	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
REPAIRS & MAINT. - OUTSIDE SVCS.	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
EQUIPMENT RECERTIFICATION	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
RENTALS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PROMOTIONS	$3,500.00	$3,500.00	$2,705.00	$795.00	$3,500.00	$3,500.00	$3,500.00	$3,500.00	$0.00	$3,500.00
COMMUNITY PROMOTIONS	$10,000.00	$10,000.00	$0.00	$10,000.00	$10,000.00	$10,000.00	$5,000.00	$5,000.00	$0.00	$5,000.00
CITY STAFF PROMOTIONAL ITEMS (ATTIRE)	$250.00	$250.00	$0.00	$250.00	$250.00	$250.00	$250.00	$250.00	$0.00	$250.00
INTERLOCAL AGREEMENT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OTHER SERVICES & CHARGES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
LOT CLEAN-UPS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TAX COLLECTION FEES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
WASTE COLLECTION FEES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
BEAUTIFICATION EXPENSES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
COUNTY LIBRARY	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
IT & SOFTWARE SERVICES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MISCELLANEOUS SERVICES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
REFUNDS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CONTRACTUAL SERVICES	**$19,150.00**	**$14,150.00**	**$2,705.00**	**$11,445.00**	**$19,150.00**	**$19,150.00**	**$9,150.00**	**$9,400.00**	**$0.00**	**$9,400.00**

EXPENDITURES
EXECUTIVE - MAYOR
DEPT # 120

DESCRIPTION	FYE 2025 ADOPTED BUDGET FY2024-25	FYE 2025 AMENDED BUDGET FY2024-25 (JUNE)	FYE 2025 YR TO DATE THRU 07/09/25	FYE 2025 REMAINING BALANCE	FYE 2026 ORIGINAL BUDGET REQUEST	FYE 2026 BUDGET REQUEST AFTER WS #1	FYE 2026 FINAL BUDGET AFTER WS #2	FYE 2026 FINAL BUDGET AFTER WS #3	FYE 2026 CHANGES AFTER BUDGET HEARING 9/8/2025	FYE 2026 FINAL BUDGET AFTER WORKSHOP 9/12/2025
CAPITAL OUTLAY - LAND	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAPITAL OUTLAY - BUILDING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAPITAL OUTLAY - _____	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAPITAL OUTLAY - _____	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAPITAL OUTLAY - _____	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAPITAL OUTLAY - _____	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAPITAL OUTLAY - _____	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAPITAL OUTLAY - VEHICLES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAPITAL OUTLAY - HEAVY EQUIPMENT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAPITAL OUTLAY - OFFICE EQUIPMENT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAPITAL OUTLAY - FURN. & FIXTURES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAPITAL OUTLAY	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
	$19,650.00	**$14,650.00**	**$2,705.00**	**$11,945.00**	**$19,650.00**	**$19,650.00**	**$9,650.00**	**$9,900.00**	**$0.00**	**$9,900.00**

EXPENDITURES	FYE 2025				FYE 2026	FYE 2026	FYE 2026	FYE 2026	FYE 2026	
ELECTIONS		AMENDED								
DEPT # 130	ADOPTED BUDGET	BUDGET FY2024-25	YR TO DATE	REMAINING	ORIGINAL BUDGET	BUDGET REQUEST	FINAL BUDGET	FINAL BUDGET	CHANGES AFTER BUDGET HEARING	FINAL BUDGET AFTER WORKSHOP
DESCRIPTION	FY2024-25	(JUNE)	THRU 07/09/25	BALANCE	REQUEST	AFTER WS #1	AFTER WS #2	AFTER WS #3	9/8/2025	9/12/2025
RENTALS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PROMOTIONS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
COMMUNITY PROMOTIONS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CITY STAFF PROMOTIONAL ITEMS (ATTIRE)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
INTERLOCAL AGREEMENT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OTHER SERVICES & CHARGES	$15,000.00	$15,000.00	$15,000.00	$0.00	**$10,000.00**	$10,000.00	$10,000.00	$10,000.00	$0.00	$10,000.00
LOT CLEAN-UPS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TAX COLLECTION FEES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
WASTE COLLECTION FEES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
BEAUTIFICATION EXPENSES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
COUNTY LIBRARY	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
IT & SOFTWARE SERVICES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MISCELLANEOUS SERVICES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
REFUNDS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CONTRACTUAL SERVICES	**$15,000.00**	**$15,000.00**	**$15,000.00**	**$0.00**	**$10,000.00**	**$10,000.00**	**$10,000.00**	**$10,000.00**	**$0.00**	**$10,000.00**
CAPITAL OUTLAY - LAND	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAPITAL OUTLAY - BUILDING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAPITAL OUTLAY - _____	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAPITAL OUTLAY - _____	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAPITAL OUTLAY - _____	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAPITAL OUTLAY - _____	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAPITAL OUTLAY - _____	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAPITAL OUTLAY - VEHICLES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAPITAL OUTLAY - HEAVY EQUIPMENT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAPITAL OUTLAY - OFFICE EQUIPMENT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAPITAL OUTLAY - FURN. & FIXTURES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAPITAL OUTLAY	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
	$15,000.00	**$15,000.00**	**$15,000.00**	**$0.00**	**$10,000.00**	**$10,000.00**	**$10,000.00**	**$10,000.00**	**$0.00**	**$10,000.00**

EXPENDITURES ADMINISTRATION - FINANCIAL/CITY CLERK DEPT # 140 DESCRIPTION	FYE 2025 ADOPTED BUDGET FY2024-25	FYE 2025 AMENDED BUDGET FY2024-25 (JUNE)	FYE 2025 YR TO DATE THRU 07/09/25	FYE 2025 REMAINING BALANCE	FYE 2026 ORIGINAL BUDGET REQUEST	FYE 2026 BUDGET REQUEST AFTER WS #1	FYE 2026 FINAL BUDGET AFTER WS #2	FYE 2026 FINAL BUDGET AFTER WS #3	FYE 2026 CHANGES AFTER BUDGET HEARING 9/8/2025	FYE 2026 FINAL BUDGET AFTER WORKSHOP 9/12/2025
SALARIES & WAGES (GROSS-REGULAR)	$244,194.08	$244,194.08	$172,106.31	$72,087.77	$274,149.37	$253,149.37	$253,149.37	$274,149.37	$0.00	$274,149.37
SALARIES & WAGES (GROSS-GRANT)	$0.00	$0.00	$0.00	$0.00	$0.00			$0.00		$0.00
OVERTIME (GROSS-REGULAR)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OVERTIME (GROSS-GRANT)	$0.00	$0.00	$0.00	$0.00	$0.00			$0.00		$0.00
PERSONNEL - FEDERAL WITHHOLDING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
FEDERAL TAXES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
FICA/SOCIAL SECURITY	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MEDICARE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PERSONNEL - STATE WITHHOLDING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
RETIREMENT	$44,015.98	$44,015.98	$30,853.45	$13,162.53	$50,786.17	$46,895.92	$46,895.92	$50,786.17	$0.00	$50,786.17
PERS PAID BY CITY	$44,015.98	$44,015.98	$30,853.45	$13,162.53	$50,786.17	$46,895.92	$46,895.92	$50,786.17	$0.00	$50,786.17
PERS PAID BY EMPLOYEE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
DEFERRED COMPENSATION	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
FICA/SOCIAL SECURITY MATCH	$15,140.03	$15,140.03	$9,887.18	$5,252.85	$16,997.26	$15,695.26	$15,695.26	$16,997.26	$0.00	$16,997.26
MEDICARE MATCH	$3,540.81	$3,540.81	$2,312.42	$1,228.39	$3,975.17	$3,670.67	$3,670.67	$3,975.17	$0.00	$3,975.17
HOSPITALIZATION INSURANCE	$34,440.00	$34,440.00	$19,819.67	$14,620.33	$29,447.04	$29,447.04	$29,447.04	$29,447.04	$0.00	$29,447.04
PREM PAID BY CITY	$34,440.00	$34,440.00	$19,819.67	$14,620.33	$29,447.04	$29,447.04	$29,447.04	$29,447.04	$0.00	$29,447.04
PREM PAID BY EMPLOYEE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
DENTAL	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
VISION	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
AFLAC	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
ACC	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAN	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CRIT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
HOSP	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
LIFE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
ST DIS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
FLEX SPENDING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
DEPENDENT CARE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MEDICAL	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
UNEMPLOYMENT CONTRIBUTION	$2,600.00	$2,600.00	$560.02	$2,039.98	$2,600.00	$2,600.00	$2,600.00	$2,600.00	$0.00	$2,600.00
WORKER'S COMPENSATION	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PERSONNEL SERVICES	**$343,930.90**	**$343,930.90**	**$235,539.05**	**$108,391.85**	**$377,955.01**	**$351,458.26**	**$351,458.26**	**$377,955.01**	**$0.00**	**$377,955.01**

EXPENDITURES ADMINISTRATION - FINANCIAL/CITY CLERK DEPT # 140 DESCRIPTION	FYE 2025 ADOPTED BUDGET FY2024-25	AMENDED BUDGET FY2024-25 (JUNE)	YR TO DATE THRU 07/09/25	REMAINING BALANCE	FYE 2026 ORIGINAL BUDGET REQUEST	FYE 2026 BUDGET REQUEST AFTER WS #1	FYE 2026 FINAL BUDGET AFTER WS #2	FYE 2026 FINAL BUDGET AFTER WS #3	FYE 2026 CHANGES AFTER BUDGET HEARING 9/8/2025	FINAL BUDGET AFTER WORKSHOP 9/12/2025
OFFICE SUPPLIES	$5,000.00	$5,000.00	$3,079.28	$1,920.72	$5,000.00	$5,000.00	$3,000.00	$7,000.00	($4,000.00)	$3,000.00
OTHER SUPPLIES	$1,500.00	$1,500.00	$20.67	$1,479.33	$1,000.00	$1,000.00	$1,000.00	$2,000.00	($1,000.00)	$1,000.00
CLEANING & JANITORIAL	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
FEED/SUPPLIES FOR DRUG DOG	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
GAS & OIL	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
UNIFORMS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CASH OVER/SHORT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CREDIT CARD EXPENSE	$1,000.00	$1,000.00	$0.00	$1,000.00	$1,000.00	$1,000.00	$0.00	$0.00	$0.00	$0.00
CHEMICALS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MISCELLANEOUS SUPPLIES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
REPAIRS & MAINT. - BUILDING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
REPAIRS & MAINT. - PAINTING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
REPAIRS & MAINT. - VEHICLE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
REPAIRS & MAINT. - EQUIPMENT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
REPAIRS & MAINT. - OTHER	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
REPAIRS & MAINT. - _____	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
SUPPLIES	**$7,500.00**	**$7,500.00**	**$3,099.95**	**$4,400.05**	**$7,000.00**	**$7,000.00**	**$4,000.00**	**$9,000.00**	**($5,000.00)**	**$4,000.00**
PROFESSIONAL FEES - ACCOUNTING	$60,000.00	$60,000.00	$55,500.00	$4,500.00	$35,000.00	$35,000.00	$35,000.00	$35,000.00	$0.00	$35,000.00
AUDIT	$60,000.00	$60,000.00	$55,500.00	$4,500.00	$35,000.00	$35,000.00	$35,000.00	$35,000.00	$0.00	$35,000.00
PAYROLL ACCOUNTING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PAYROLL FEES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OTHER (CPA CONSULTANT)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PROFESSIONAL FEES - CONSULTING	$15,000.00	$11,000.00	$0.00	$11,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
FINANCIAL PLANNING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
LOBBYING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OTHER 1	$15,000.00	$11,000.00	$0.00	$11,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OTHER 2	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PROFESSIONAL FEES - ENGINEERING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
BUILDING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
DRAINAGE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
STREETS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OTHER	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PROFESSIONAL FEES - LEGAL	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CITY ATTORNEY	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
EMPLOYMENT LAW	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OTHER 1	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OTHER 2	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

EXPENDITURES
ADMINISTRATION - FINANCIAL/CITY CLERK
DEPT # 140

DESCRIPTION	FYE 2025 ADOPTED BUDGET FY2024-25	FYE 2025 AMENDED BUDGET FY2024-25 (JUNE)	FYE 2025 YR TO DATE THRU 07/09/25	FYE 2025 REMAINING BALANCE	FYE 2026 ORIGINAL BUDGET REQUEST	FYE 2026 BUDGET REQUEST AFTER WS #1	FYE 2026 FINAL BUDGET AFTER WS #2	FYE 2026 FINAL BUDGET AFTER WS #3	FYE 2026 CHANGES AFTER BUDGET HEARING 9/8/2025	FYE 2026 FINAL BUDGET AFTER WORKSHOP 9/12/2025
PROFESSIONAL FEES - MEDICAL	$0.00	$60.00	$60.00	$0.00	$120.00	$120.00	$120.00	$120.00	$0.00	$120.00
DRUG TESTS	$0.00	$60.00	$60.00	$0.00	$120.00	$120.00	$120.00	$120.00	$0.00	$120.00
POLYGRAPH EXAMINATION	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PSYCHOLOGICAL EVALUATION	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OTHER 1	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TELEPHONE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TELEPHONE - CELL / TABLET	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
COMMUNICATIONS (E911)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
POSTAGE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
INTERNET	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TRAVEL & TRAINING	$14,000.00	$14,000.00	$10,639.86	$3,360.14	$15,000.00	$15,000.00	$13,000.00	$14,500.00	**($2,000.00)**	**$12,500.00**
ADVERTISING	$1,000.00	$1,000.00	$0.00	$1,000.00	$500.00	$600.00	$600.00	$600.00	$0.00	$600.00
PRINTING & BINDING	$3,000.00	$2,940.00	$1,464.40	$1,475.60	$1,500.00	$1,500.00	$0.00	$0.00	$0.00	$0.00
PUBLICATIONS	$100.00	$100.00	$0.00	$100.00	$100.00	$0.00	$0.00	$0.00	$0.00	$0.00
MEMBERSHIP DUES	$1,000.00	$1,000.00	$452.50	$547.50	$800.00	$800.00	$800.00	$800.00	$0.00	$800.00
INSURANCE	$800.00	$800.00	$0.00	$800.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$0.00	$1,000.00
UTILITIES - GENERAL	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
ELECTRICITY	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
GAS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
WATER & SEWER	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OTHER	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
UTILITIES - OTHER	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
EMERGENCY SIRENS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
STREET LIGHTS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TRAFFIC SIGNALS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OTHER	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
SECURITY SYSTEM	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
REPAIRS & MAINT. - OUTSIDE SVCS.	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
EQUIPMENT RECERTIFICATION	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
RENTALS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PROMOTIONS	$800.00	$800.00	$0.00	$800.00	$800.00	$800.00	$0.00	$0.00	$0.00	$0.00
COMMUNITY PROMOTIONS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CITY STAFF PROMOTIONAL ITEMS (ATTIRE)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
INTERLOCAL AGREEMENT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OTHER SERVICES & CHARGES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
LOT CLEAN-UPS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TAX COLLECTION FEES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
WASTE COLLECTION FEES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
BEAUTIFICATION EXPENSES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
COUNTY LIBRARY	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
IT & SOFTWARE SERVICES	$0.00	$4,000.00	$0.00	$4,000.00	$4,000.00	$8,000.00	$8,000.00	$8,000.00	$0.00	$8,000.00
MISCELLANEOUS SERVICES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
REFUNDS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CONTRACTUAL SERVICES	**$95,700.00**	**$95,700.00**	**$68,116.76**	**$27,583.24**	**$58,820.00**	**$62,820.00**	**$58,520.00**	**$60,020.00**	**($2,000.00)**	**$58,020.00**

EXPENDITURES ADMINISTRATION - FINANCIAL/CITY CLERK DEPT # 140 DESCRIPTION	FYE 2025 ADOPTED BUDGET FY2024-25	AMENDED BUDGET FY2024-25 (JUNE)	YR TO DATE THRU 07/09/25	REMAINING BALANCE	FYE 2026 ORIGINAL BUDGET REQUEST	FYE 2026 BUDGET REQUEST AFTER WS #1	FYE 2026 FINAL BUDGET AFTER WS #2	FYE 2026 FINAL BUDGET AFTER WS #3	FYE 2026 CHANGES AFTER BUDGET HEARING 9/8/2025	FYE 2026 FINAL BUDGET AFTER WORKSHOP 9/12/2025
CAPITAL OUTLAY - LAND	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAPITAL OUTLAY - BUILDING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAPITAL OUTLAY - _____	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAPITAL OUTLAY - _____	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAPITAL OUTLAY - _____	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAPITAL OUTLAY - SOFTWARE	$6,000.00	$6,000.00	$0.00	$6,000.00	$4,000.00	$4,000.00	$0.00	$0.00	$0.00	$0.00
CAPITAL OUTLAY - _____	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAPITAL OUTLAY - VEHICLES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAPITAL OUTLAY - HEAVY EQUIPMENT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAPITAL OUTLAY - OFFICE EQUIPMENT	$3,000.00	$3,000.00	$46.66	$2,953.34	$3,000.00	$3,000.00	$0.00	$0.00	$0.00	$0.00
CAPITAL OUTLAY - FURN. & FIXTURES	$500.00	$500.00	$235.57	$264.43	$5,000.00	$5,000.00	$0.00	$0.00	$0.00	$0.00
CAPITAL OUTLAY	**$9,500.00**	**$9,500.00**	**$282.23**	**$9,217.77**	**$12,000.00**	**$12,000.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
	$456,630.90	**$456,630.90**	**$307,037.99**	**$149,592.91**	**$455,775.01**	**$433,278.26**	**$413,978.26**	**$446,975.01**	**($7,000.00)**	**$439,975.01**

EXPENDITURES PLANNING & ZONING DEPT # 190 DESCRIPTION	FYE 2025 ADOPTED BUDGET FY2024-25	FYE 2025 AMENDED BUDGET FY2024-25 (JUNE)	FYE 2025 YR TO DATE THRU 07/09/25	FYE 2025 REMAINING BALANCE	FYE 2026 ORIGINAL BUDGET REQUEST	FYE 2026 BUDGET REQUEST AFTER WS #1	FYE 2026 FINAL BUDGET AFTER WS #2	FYE 2026 FINAL BUDGET AFTER WS #3	FYE 2026 CHANGES AFTER BUDGET HEARING 9/8/2025	FYE 2026 FINAL BUDGET AFTER WORKSHOP 9/12/2025
SALARIES & WAGES (GROSS-REGULAR)	$73,100.18	$73,100.18	$54,936.42	$18,163.76	$75,166.81	$75,166.81	$73,678.44	$69,255.88	$0.00	$69,255.88
SALARIES & WAGES (GROSS-GRANT)	$0.00	$0.00	$0.00	$0.00			$0.00	$0.00		$0.00
OVERTIME (GROSS-REGULAR)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OVERTIME (GROSS-GRANT)	$0.00	$0.00	$0.00	$0.00			$0.00	$0.00		$0.00
PERSONNEL - FEDERAL WITHHOLDING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
FEDERAL TAXES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
FICA/SOCIAL SECURITY	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MEDICARE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PERSONNEL - STATE WITHHOLDING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
RETIREMENT	$13,176.31	$13,176.31	$9,847.70	$3,328.61	$13,924.65	$13,924.65	$13,648.93	$12,829.65	$0.00	$12,829.65
PERS PAID BY CITY	$13,176.31	$13,176.31	$9,847.70	$3,328.61	$13,924.65	$13,924.65	$13,648.93	$12,829.65	$0.00	$12,829.65
PERS PAID BY EMPLOYEE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
DEFERRED COMPENSATION	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
FICA/SOCIAL SECURITY MATCH	$4,532.21	$4,532.21	$3,262.60	$1,269.61	$4,660.34	$4,660.34	$4,568.06	$4,293.86	$0.00	$4,293.86
MEDICARE MATCH	$1,059.95	$1,059.95	$763.20	$296.75	$1,089.92	$1,089.92	$1,068.34	$1,004.21	$0.00	$1,004.21
HOSPITALIZATION INSURANCE	$9,180.00	$9,180.00	$7,220.32	$1,959.68	$9,522.24	$9,522.24	$9,522.24	$12,082.56	$0.00	$12,082.56
PREM PAID BY CITY	$9,180.00	$9,180.00	$7,220.32	$1,959.68	$9,522.24	$9,522.24	$9,522.24	$12,082.56	$0.00	$12,082.56
PREM PAID BY EMPLOYEE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
DENTAL	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
VISION	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
AFLAC	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
ACC	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAN	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CRIT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
HOSP	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
LIFE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
ST DIS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
FLEX SPENDING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
DEPENDENT CARE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MEDICAL	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
UNEMPLOYMENT CONTRIBUTION	$1,300.00	$1,300.00	$140.09	$1,159.91	$1,300.00	$1,300.00	$1,300.00	$1,300.00	$0.00	$1,300.00
WORKER'S COMPENSATION	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PERSONNEL SERVICES	**$102,348.65**	**$102,348.65**	**$76,170.33**	**$26,178.32**	**$105,663.97**	**$105,663.97**	**$103,786.01**	**$100,766.16**	**$0.00**	**$100,766.16**

EXPENDITURES PLANNING & ZONING DEPT # 190 DESCRIPTION	FYE 2025 ADOPTED BUDGET FY2024-25	AMENDED BUDGET FY2024-25 (JUNE)	YR TO DATE THRU 07/09/25	REMAINING BALANCE	FYE 2026 ORIGINAL BUDGET REQUEST	FYE 2026 BUDGET REQUEST AFTER WS #1	FYE 2026 FINAL BUDGET AFTER WS #2	FYE 2026 FINAL BUDGET AFTER WS #3	FYE 2026 CHANGES AFTER BUDGET HEARING 9/8/2025	FINAL BUDGET AFTER WORKSHOP 9/12/2025
OFFICE SUPPLIES	$2,000.00	$2,000.00	$493.47	$1,506.53	$1,500.00	$1,500.00	$750.00	$750.00	$0.00	$750.00
OTHER SUPPLIES	$500.00	$500.00	$0.00	$500.00	$100.00	$100.00	$100.00	$100.00	$0.00	$100.00
CLEANING & JANITORIAL	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
FEED/SUPPLIES FOR DRUG DOG	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
GAS & OIL	$1,200.00	$1,200.00	$0.00	$1,200.00	$1,000.00	$1,000.00	$0.00	$0.00	$0.00	$0.00
UNIFORMS	$500.00	$500.00	$0.00	$500.00	$500.00	$500.00	$250.00	$250.00	$0.00	$250.00
CASH OVER/SHORT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CREDIT CARD EXPENSE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CHEMICALS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MISCELLANEOUS SUPPLIES	$500.00	$500.00	$0.00	$500.00	$100.00	$100.00	$100.00	$100.00	$0.00	$100.00
REPAIRS & MAINT. - BUILDING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
REPAIRS & MAINT. - PAINTING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
REPAIRS & MAINT. - VEHICLE	$1,250.00	$1,050.00	$0.00	$1,050.00	$500.00	$500.00	$500.00	$500.00	$0.00	$500.00
REPAIRS & MAINT. - EQUIPMENT	$0.00	$200.00	$14.50	$185.50	$200.00	$200.00	$200.00	$200.00	$0.00	$200.00
REPAIRS & MAINT. - OTHER	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
REPAIRS & MAINT. - _____	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
SUPPLIES	**$5,950.00**	**$5,950.00**	**$507.97**	**$5,442.03**	**$3,900.00**	**$3,900.00**	**$1,900.00**	**$1,900.00**	**$0.00**	**$1,900.00**
PROFESSIONAL FEES - ACCOUNTING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
AUDIT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PAYROLL ACCOUNTING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PAYROLL FEES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OTHER	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PROFESSIONAL FEES - CONSULTING	$40,500.00	$40,500.00	$11,669.25	$28,830.75	$38,000.00	$38,000.00	$38,000.00	$38,000.00	**$6,480.00**	**$44,480.00**
CONSULTANT	$25,000.00	$25,000.00	$5,429.25	$19,570.75	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$0.00	$25,000.00
INDEPENDENT CONTRACTOR	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
P&Z COMMISSION COMPENSATION	$12,000.00	$12,000.00	$6,240.00	$5,760.00	$12,000.00	$12,000.00	$12,000.00	$12,000.00	$0.00	$12,000.00
ARCHITECTURAL REVIEW OFFICER	$3,500.00	$3,500.00	$0.00	$3,500.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$6,480.00	$7,480.00
PROFESSIONAL FEES - ENGINEERING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
BUILDING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
DRAINAGE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
STREETS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OTHER	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PROFESSIONAL FEES - LEGAL	$30,000.00	$30,000.00	$9,775.31	$20,224.69	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$0.00	$15,000.00
CITY ATTORNEY	$30,000.00	$30,000.00	$9,775.31	$20,224.69	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$0.00	$15,000.00
EMPLOYMENT LAW	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OTHER 1	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OTHER 2	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

EXPENDITURES
PLANNING & ZONING
DEPT # 190

DESCRIPTION	FYE 2025 ADOPTED BUDGET FY2024-25	FYE 2025 AMENDED BUDGET FY2024-25 (JUNE)	FYE 2025 YR TO DATE THRU 07/09/25	FYE 2025 REMAINING BALANCE	FYE 2026 ORIGINAL BUDGET REQUEST	FYE 2026 BUDGET REQUEST AFTER WS #1	FYE 2026 FINAL BUDGET AFTER WS #2	FYE 2026 FINAL BUDGET AFTER WS #3	FYE 2026 CHANGES AFTER BUDGET HEARING 9/8/2025	FYE 2026 FINAL BUDGET AFTER WORKSHOP 9/12/2025
PROFESSIONAL FEES - MEDICAL	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
DRUG TESTS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
POLYGRAPH EXAMINATION	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PSYCHOLOGICAL EVALUATION	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OTHER 1	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TELEPHONE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TELEPHONE - CELL / TABLET	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
COMMUNICATIONS (E911)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
POSTAGE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
INTERNET	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TRAVEL & TRAINING	$1,500.00	$1,500.00	$1,220.00	$280.00	$2,500.00	$2,500.00	$0.00	$1,750.00	$0.00	$1,750.00
ADVERTISING	$1,500.00	$1,500.00	$341.32	$1,158.68	$1,500.00	$1,500.00	$1,500.00	$1,500.00	$0.00	$1,500.00
PRINTING & BINDING	$1,200.00	$1,200.00	$27.50	$1,172.50	$500.00	$500.00	$500.00	$500.00	$0.00	$500.00
PUBLICATIONS	$1,000.00	$1,000.00	$0.00	$1,000.00	$1,000.00	$1,000.00	$500.00	$500.00	$0.00	$500.00
MEMBERSHIP DUES	$500.00	$500.00	$202.50	$297.50	$500.00	$500.00	$500.00	$500.00	$0.00	$500.00
INSURANCE	$500.00	$500.00	$568.50	($68.50)	$500.00	$500.00	$300.00	$300.00	$0.00	$300.00
UTILITIES - GENERAL	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
ELECTRICITY	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
GAS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
WATER & SEWER	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OTHER	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
UTILITIES - OTHER	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
EMERGENCY SIRENS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
STREET LIGHTS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TRAFFIC SIGNALS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OTHER	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
SECURITY SYSTEM	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
REPAIRS & MAINT. - OUTSIDE SVCS.	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
EQUIPMENT RECERTIFICATION	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
RENTALS	$1,500.00	$1,500.00	$1,365.89	$134.11	$2,000.00	$2,000.00	$2,000.00	$2,000.00	$0.00	$2,000.00
PROMOTIONS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
COMMUNITY PROMOTIONS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CITY STAFF PROMOTIONAL ITEMS (ATTIRE)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
INTERLOCAL AGREEMENT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OTHER SVCS. & CHARGES	$1,500.00	$1,500.00	$0.00	$1,500.00	$500.00	$500.00	$500.00	$500.00	$0.00	$500.00
LOT CLEAN-UPS	$20,000.00	$20,000.00	$0.00	$20,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$0.00	$10,000.00
	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TAX COLLECTION FEES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
WASTE COLLECTION FEES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
BEAUTIFICATION EXPENSES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
COUNTY LIBRARY	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
IT & SOFTWARE SERVICES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MISCELLANEOUS SERVICES	$1,000.00	$1,000.00	$0.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$0.00	$1,000.00
REFUNDS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CONTRACTUAL SERVICES	**$100,700.00**	**$100,700.00**	**$25,170.27**	**$75,529.73**	**$73,000.00**	**$73,000.00**	**$69,800.00**	**$71,550.00**	**$6,480.00**	**$78,030.00**

EXPENDITURES PLANNING & ZONING DEPT # 190 DESCRIPTION	FYE 2025 ADOPTED BUDGET FY2024-25	AMENDED BUDGET FY2024-25 (JUNE)	YR TO DATE THRU 07/09/25	REMAINING BALANCE	FYE 2026 ORIGINAL BUDGET REQUEST	FYE 2026 BUDGET REQUEST AFTER WS #1	FYE 2026 FINAL BUDGET AFTER WS #2	FYE 2026 FINAL BUDGET AFTER WS #3	FYE 2026 CHANGES AFTER BUDGET HEARING 9/8/2025	FINAL BUDGET AFTER WORKSHOP 9/12/2025
CAPITAL OUTLAY - LAND	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAPITAL OUTLAY - BUILDING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAPITAL OUTLAY - _____	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAPITAL OUTLAY - _____	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAPITAL OUTLAY - _____	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAPITAL OUTLAY - MISCELLANEOUS	$0.00	$0.00	$0.00	$0.00	$500.00	$500.00	$250.00	$250.00	$0.00	$250.00
CAPITAL OUTLAY - _____	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAPITAL OUTLAY - VEHICLES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAPITAL OUTLAY - HEAVY EQUIPMENT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAPITAL OUTLAY - OFFICE EQUIPMENT	$1,000.00	$1,000.00	$21.90	$978.10	$2,000.00	$2,000.00	$1,000.00	$1,000.00	$0.00	$1,000.00
CAPITAL OUTLAY - FURN. & FIXTURES	$0.00	$0.00	$0.00	$0.00	$2,000.00	$2,000.00	$0.00	$0.00	$0.00	$0.00
CAPITAL OUTLAY	**$1,000.00**	**$1,000.00**	**$21.90**	**$978.10**	**$4,500.00**	**$4,500.00**	**$1,250.00**	**$1,250.00**	**$0.00**	**$1,250.00**
	$209,998.65	**$209,998.65**	**$101,870.47**	**$108,128.18**	**$187,063.97**	**$187,063.97**	**$176,736.01**	**$175,466.16**	**$6,480.00**	**$181,946.16**

EXPENDITURES
ADMINISTRATION - GENERAL
DEPT # 195

DESCRIPTION	FYE 2025 ADOPTED BUDGET FY2024-25	FYE 2025 AMENDED BUDGET FY2024-25 (JUNE)	FYE 2025 YR TO DATE THRU 07/09/25	FYE 2025 REMAINING BALANCE	FYE 2026 ORIGINAL BUDGET REQUEST	FYE 2026 BUDGET REQUEST AFTER WS #1	FYE 2026 FINAL BUDGET AFTER WS #2	FYE 2026 FINAL BUDGET AFTER WS #3	FYE 2026 CHANGES AFTER BUDGET HEARING 9/8/2025	FYE 2026 FINAL BUDGET AFTER WORKSHOP 9/12/2025
SALARIES & WAGES (GROSS-REGULAR)	$66,150.00	$66,150.00	$50,763.40	$15,386.60	$0.00	$69,457.50	$69,457.50	$0.00	$0.00	$0.00
SALARIES & WAGES (GROSS-GRANT)	$0.00	$0.00	$0.00	$0.00	$0.00					
OVERTIME (GROSS-REGULAR)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OVERTIME (GROSS-GRANT)	$0.00	$0.00	$0.00	$0.00	$0.00					
PERSONNEL - FEDERAL WITHHOLDING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
FEDERAL TAXES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
FICA/SOCIAL SECURITY	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MEDICARE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PERSONNEL - STATE WITHHOLDING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
RETIREMENT	$11,923.54	$11,923.54	$9,099.43	$2,824.11	$0.00	$12,867.00	$12,867.00	$0.00	$0.00	$0.00
PERS PAID BY CITY	$11,923.54	$11,923.54	$9,099.43	$2,824.11	$0.00	$12,867.00	$12,867.00	$0.00	$0.00	$0.00
PERS PAID BY EMPLOYEE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
DEFERRED COMPENSATION	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
FICA/SOCIAL SECURITY MATCH	$4,101.30	$4,101.30	$3,126.49	$974.81	$0.00	$4,306.37	$4,306.37	$0.00	$0.00	$0.00
MEDICARE MATCH	$959.18	$959.18	$731.24	$227.94	$0.00	$1,007.13	$1,007.13	$0.00	$0.00	$0.00
HOSPITALIZATION INSURANCE	$9,000.00	$9,000.00	$7,060.78	$1,939.22	$0.00	$9,475.20	$9,475.20	$0.00	$0.00	$0.00
PREM PAID BY CITY	$9,000.00	$9,000.00	$7,060.78	$1,939.22	$0.00	$9,475.20	$9,475.20	$0.00	$0.00	$0.00
PREM PAID BY EMPLOYEE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
DENTAL	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
VISION	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
AFLAC	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
ACC	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAN	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CRIT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
HOSP	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
LIFE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
ST DIS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
FLEX SPENDING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
DEPENDENT CARE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MEDICAL	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
UNEMPLOYMENT CONTRIBUTION	$650.00	$650.00	$139.99	$510.01	$0.00	$650.00	$650.00	$0.00	$0.00	$0.00
WORKER'S COMPENSATION	$71,721.32	$62,434.32	$31,812.88	$30,621.44	$75,412.08	$75,404.58	$76,736.69	$74,027.62	$0.00	$74,027.62
PERSONNEL SERVICES	**$164,505.34**	**$155,218.33**	**$102,734.21**	**$52,484.12**	**$75,412.08**	**$173,167.78**	**$174,499.89**	**$74,027.62**	**$0.00**	**$74,027.62**

EXPENDITURES
ADMINISTRATION - GENERAL
DEPT # 195

DESCRIPTION	FYE 2025 ADOPTED BUDGET FY2024-25	FYE 2025 AMENDED BUDGET FY2024-25 (JUNE)	FYE 2025 YR TO DATE THRU 07/09/25	FYE 2025 REMAINING BALANCE	FYE 2026 ORIGINAL BUDGET REQUEST	FYE 2026 BUDGET REQUEST AFTER WS #1	FYE 2026 FINAL BUDGET AFTER WS #2	FYE 2026 FINAL BUDGET AFTER WS #3	FYE 2026 CHANGES AFTER BUDGET HEARING 9/8/2025	FYE 2026 FINAL BUDGET AFTER WORKSHOP 9/12/2025
OFFICE SUPPLIES	$4,000.00	$1,500.00	$1,144.89	$355.11	$4,000.00	$4,000.00	$4,000.00	$0.00	$0.00	$0.00
OTHER SUPPLIES	$500.00	$1,000.00	$856.70	$143.30	$500.00	$1,000.00	$1,000.00	$0.00	$0.00	$0.00
CLEANING & JANITORIAL	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
FEED/SUPPLIES FOR DRUG DOG	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
GAS & OIL	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
UNIFORMS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CASH OVER/SHORT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CREDIT CARD EXPENSE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CHEMICALS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MISC. SUPPLIES - DÉCOR, SIGNAGE, ETC.	$500.00	$500.00	$0.00	$500.00	$500.00	$0.00	$0.00	$0.00	$0.00	$0.00
REPAIRS & MAINT. - BUILDING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
REPAIRS & MAINT. - PAINTING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
REPAIRS & MAINT. - VEHICLE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
REPAIRS & MAINT. - EQUIPMENT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
REPAIRS & MAINT. - OTHER	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
REPAIRS & MAINT. - _____	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
SUPPLIES	**$5,000.00**	**$3,000.00**	**$2,001.59**	**$998.41**	**$5,000.00**	**$5,000.00**	**$5,000.00**	**$0.00**	**$0.00**	**$0.00**
PROFESSIONAL FEES - ACCOUNTING	$5,100.00	$5,100.00	$2,365.74	$2,734.26	$5,100.00	$5,100.00	$5,100.00	$5,100.00	$0.00	$5,100.00
AUDIT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PAYROLL ACCOUNTING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PAYROLL FEES (SABC)	$1,200.00	$1,200.00	$1,000.00	$200.00	$1,200.00	$1,200.00	$1,200.00	$1,200.00	$0.00	$1,200.00
OTHER	$3,900.00	$3,900.00	$1,365.74	$2,534.26	$3,900.00	$3,900.00	$3,900.00	$3,900.00	$0.00	$3,900.00
PROFESSIONAL FEES - CONSULTING	$180,000.00	$280,350.00	$205,503.39	$74,846.61	$93,000.00	$93,000.00	$93,000.00	$93,000.00	$0.00	$93,000.00
FINANCIAL PLANNING	$20,000.00	$28,500.00	$14,327.50	$14,172.50	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$0.00	$25,000.00
LOBBYING	$40,000.00	$43,350.00	$36,215.72	$7,134.28	$48,000.00	$48,000.00	$48,000.00	$48,000.00	$0.00	$48,000.00
GRANT WRITER	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PLANNER - ANNEXATION	$120,000.00	$208,500.00	$154,960.17	$53,539.83	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$0.00	$20,000.00
PROFESSIONAL FEES - ENGINEERING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
BUILDING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
DRAINAGE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
GENERAL	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
STREETS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PROFESSIONAL FEES - LEGAL	$335,000.00	$419,148.00	$283,998.63	$135,149.37	$210,000.00	$210,000.00	$210,000.00	$210,000.00	$0.00	$210,000.00
CITY ATTORNEY	$200,000.00	$181,148.00	$84,155.75	$96,992.25	$120,000.00	$120,000.00	$120,000.00	$120,000.00	$0.00	$120,000.00
EMPLOYMENT LAW	$15,000.00	$18,000.00	$10,055.00	$7,945.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$0.00	$15,000.00
OTHER 1	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
ATTORNEY - ANNEXATION	$120,000.00	$220,000.00	$189,787.88	$30,212.12	$75,000.00	$75,000.00	$75,000.00	$75,000.00	$0.00	$75,000.00

EXPENDITURES
ADMINISTRATION - GENERAL
DEPT # 195

DESCRIPTION	FYE 2025 ADOPTED BUDGET FY2024-25	FYE 2025 AMENDED BUDGET FY2024-25 (JUNE)	FYE 2025 YR TO DATE THRU 07/09/25	FYE 2025 REMAINING BALANCE	FYE 2026 ORIGINAL BUDGET REQUEST	FYE 2026 BUDGET REQUEST AFTER WS #1	FYE 2026 FINAL BUDGET AFTER WS #2	FYE 2026 FINAL BUDGET AFTER WS #3	FYE 2026 CHANGES AFTER BUDGET HEARING 9/8/2025	FYE 2026 FINAL BUDGET AFTER WORKSHOP 9/12/2025
PROFESSIONAL FEES - MEDICAL	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
DRUG TESTS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
POLYGRAPH EXAMINATION	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PSYCHOLOGICAL EVALUATION	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OTHER 1	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TELEPHONE	$25,600.00	$28,100.00	$20,625.63	$7,474.37	$28,500.00	$28,500.00	$28,500.00	$28,500.00	$0.00	$28,500.00
TELEPHONE - CELL / TABLET	$500.00	$500.00	$310.32	$189.68	$500.00	$500.00	$500.00	$0.00	$0.00	$0.00
COMMUNICATIONS (E911)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
POSTAGE	$5,800.00	$5,800.00	$2,500.00	$3,300.00	$5,800.00	$5,800.00	$5,800.00	$5,800.00	$0.00	$5,800.00
INTERNET	$6,300.00	$450.00	$0.00	$450.00	$6,300.00	$6,300.00	$6,300.00	$6,300.00	$0.00	$6,300.00
TRAVEL & TRAINING	$3,000.00	$1,500.00	$37.52	$1,462.48	$3,000.00	$3,000.00	$3,000.00	$1,500.00	$0.00	$1,500.00
ADVERTISING	$8,000.00	$8,000.00	$7,475.00	$525.00	$8,000.00	$8,500.00	$8,500.00	$8,500.00	$0.00	$8,500.00
PRINTING & BINDING	$3,500.00	$2,500.00	$782.25	$1,717.75	$3,500.00	$3,500.00	$3,500.00	$3,500.00	$0.00	$3,500.00
PUBLICATIONS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MEMBERSHIP DUES	$3,250.00	$3,250.00	$1,701.00	$1,549.00	$3,250.00	$3,250.00	$3,250.00	$3,250.00	$0.00	$3,250.00
INSURANCE	$40,000.00	$49,402.00	$50,789.31	($1,387.31)	$40,000.00	$52,000.00	$52,000.00	$52,000.00	$0.00	$52,000.00
UTILITIES - GENERAL	$35,700.00	$37,700.00	$24,932.28	$12,767.72	$10,000.00	$51,600.00	$51,600.00	$51,600.00	$0.00	$51,600.00
ELECTRICITY	$24,750.00	$25,750.00	$19,916.85	$5,833.15	$7,000.00	$42,000.00	$42,000.00	$42,000.00	$0.00	$42,000.00
GAS	$8,500.00	$8,500.00	$2,414.04	$6,085.96	$2,000.00	$4,000.00	$4,000.00	$4,000.00	$0.00	$4,000.00
WATER & SEWER	$2,450.00	$3,450.00	$2,601.39	$848.61	$1,000.00	$5,600.00	$5,600.00	$5,600.00	$0.00	$5,600.00
OTHER	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
UTILITIES - OTHER	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
EMERGENCY SIRENS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
STREET LIGHTS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TRAFFIC SIGNALS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OTHER	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
SECURITY SYSTEM	$1,200.00	$1,200.00	$690.00	$510.00	$1,200.00	$1,200.00	$1,200.00	$1,200.00	$0.00	$1,200.00
REPAIRS & MAINT. - OUTSIDE SVCS.	$1,200.00	$200.00	$0.00	$200.00	$1,200.00	$0.00	$0.00	$0.00	$0.00	$0.00
EQUIPMENT RECERTIFICATION	$200.00	$200.00	$65.00	$135.00	$200.00	$200.00	$200.00	$200.00	$0.00	$200.00
RENTALS	$12,000.00	$12,507.00	$10,453.26	$2,053.74	$12,000.00	$14,500.00	$14,500.00	$14,500.00	$0.00	$14,500.00
PROMOTIONS	$1,600.00	$3,600.00	$2,660.51	$939.49	$1,600.00	$1,600.00	$1,600.00	$1,600.00	$0.00	$1,600.00
COMMUNITY PROMOTIONS	$0.00	$0.00	$0.00	$0.00	**$100,000.00**	$100,000.00	$50,000.00	$50,000.00	$0.00	$50,000.00
CITY STAFF PROMOTIONAL ITEMS (ATTIRE)	$2,500.00	$2,500.00	$0.00	$2,500.00	$2,500.00	$2,500.00	$2,500.00	$2,500.00	$0.00	$2,500.00
INTERLOCAL AGREEMENT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OTHER SERVICES & CHARGES	$3,400.00	$3,400.00	$1,603.40	$1,796.60	$3,400.00	$56,400.00	$56,400.00	$56,400.00	$0.00	$56,400.00
LOT CLEAN-UPS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
BUILDING RENT	$139,000.00	$139,000.00	$106,128.00	$32,872.00	$139,000.00	$139,000.00	$139,000.00	$139,000.00	$0.00	$139,000.00
TAX COLLECTION FEES	$47,706.00	$47,706.00	$48,374.03	($668.03)	**$52,000.00**	$52,000.00	$52,000.00	**$75,000.00**	**($23,000.00)**	**$52,000.00**
WASTE COLLECTION FEES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
BEAUTIFICATION EXPENSES	$0.00	$1,500.00	$855.00	$645.00	$2,000.00	$2,000.00	$2,000.00	$2,000.00	$0.00	$2,000.00
COUNTY LIBRARY	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
IT & SOFTWARE SERVICES	$150,000.00	$150,000.00	$125,569.78	$24,430.22	$150,000.00	$155,000.00	$155,000.00	$155,000.00	$0.00	$155,000.00
MISCELLANEOUS SERVICES	$11,000.00	$47,527.00	$24,046.92	$23,480.08	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$0.00	$50,000.00
REFUNDS	$0.00	$0.00	$20.00	($20.00)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CONTRACTUAL SERVICES	**$1,021,556.00**	**$1,251,140.00**	**$921,486.97**	**$329,653.03**	**$932,050.00**	**$1,045,450.00**	**$995,450.00**	**$1,016,450.00**	**($23,000.00)**	**$993,450.00**

EXPENDITURES
ADMINISTRATION - GENERAL
DEPT # 195

DESCRIPTION	FYE 2025 ADOPTED BUDGET FY2024-25	FYE 2025 AMENDED BUDGET FY2024-25 (JUNE)	FYE 2025 YR TO DATE THRU 07/09/25	FYE 2025 REMAINING BALANCE	FYE 2026 ORIGINAL BUDGET REQUEST	FYE 2026 BUDGET REQUEST AFTER WS #1	FYE 2026 FINAL BUDGET AFTER WS #2	FYE 2026 FINAL BUDGET AFTER WS #3	FYE 2026 CHANGES AFTER BUDGET HEARING 9/8/2025	FYE 2026 FINAL BUDGET AFTER WORKSHOP 9/12/2025
CAPITAL OUTLAY - LAND	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAPITAL OUTLAY - BUILDING	$2,000.00	$2,000.00	$0.00	$2,000.00	$2,000.00	$2,000.00	$0.00	$0.00	$0.00	$0.00
CAPITAL OUTLAY - _____	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAPITAL OUTLAY - SIGNAGE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAPITAL OUTLAY - NETWORK	$12,000.00	$12,000.00	$0.00	$12,000.00	$12,000.00	$12,000.00	$0.00	$0.00	$0.00	$0.00
CAPITAL OUTLAY - SOFTWARE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAPITAL OUTLAY - RADIOS & REPEATER	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAPITAL OUTLAY - VEHICLES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAPITAL OUTLAY - HEAVY EQUIPMENT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAPITAL OUTLAY - OFFICE EQUIPMENT	$1,000.00	$1,000.00	$116.34	$883.66	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$0.00	$1,000.00
CAPITAL OUTLAY - FURN. & FIXTURES	$500.00	$500.00	$402.43	$97.57	$500.00	$500.00	$500.00	$500.00	$0.00	$500.00
CAPITAL OUTLAY	**$15,500.00**	**$15,500.00**	**$518.77**	**$14,981.23**	**$15,500.00**	**$15,500.00**	**$1,500.00**	**$1,500.00**	**$0.00**	**$1,500.00**
	$1,206,561.34	**$1,424,858.33**	**$1,026,741.54**	**$398,116.79**	**$1,027,962.08**	**$1,239,117.78**	**$1,176,449.89**	**$1,091,977.62**	**($23,000.00)**	**$1,068,977.62**

EXPENDITURES POLICE DEPARTMENT DEPT # 200 DESCRIPTION	FYE 2025 ADOPTED BUDGET FY2024-25	AMENDED BUDGET FY2024-25 (JUNE)	YR TO DATE THRU 07/09/25	REMAINING BALANCE	FYE 2026 ORIGINAL BUDGET REQUEST	FYE 2026 BUDGET REQUEST AFTER WS #1	FYE 2026 FINAL BUDGET AFTER WS #2	FYE 2026 FINAL BUDGET AFTER WS #3	FYE 2026 CHANGES AFTER BUDGET HEARING 9/8/2025	FYE 2026 FINAL BUDGET AFTER WORKSHOP 9/12/2025
SALARIES & WAGES (GROSS-REGULAR)	**$1,060,250.42**	**$1,060,250.42**	**$760,428.05**	**$299,822.37**	**$1,257,852.06**	**$1,257,852.06**	**$1,216,852.06**	**$1,216,852.06**	**$0.00**	**$1,216,852.06**
SALARIES & WAGES (GROSS-DPS)	**$0.00**	**$700.00**	**$400.13**	**$299.87**						
OVERTIME (GROSS-REGULAR)	**$82,121.35**	**$82,121.35**	**$47,891.19**	**$34,230.16**	**$94,435.51**	**$94,435.51**	**$94,435.51**	**$94,435.51**	**$0.00**	**$94,435.51**
OVERTIME (GROSS-DPS)	**$0.00**	**$19,300.00**	**$20,213.60**	**($913.60)**						
PERSONNEL - FEDERAL WITHHOLDING	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
FEDERAL TAXES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
FICA/SOCIAL SECURITY	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MEDICARE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PERSONNEL - STATE WITHHOLDING	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
RETIREMENT	$195,874.03	$195,874.03	$144,274.97	$51,599.06	$232,456.62	$232,456.62	$224,861.37	$224,861.37	$0.00	$224,861.37
PERS PAID BY CITY	$195,874.03	$195,874.03	$144,274.97	$51,599.06	$232,456.62	$232,456.62	$224,861.37	$224,861.37	$0.00	$224,861.37
PERS PAID BY EMPLOYEE	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
DEFERRED COMPENSATION	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
FICA/SOCIAL SECURITY MATCH	$70,827.05	$70,827.05	$49,399.27	$21,427.78	$83,841.83	$83,841.83	$81,299.83	$81,299.83	$0.00	**$81,299.83**
MEDICARE MATCH	$16,564.39	$16,564.39	$11,553.10	$5,011.29	$19,608.17	$19,608.17	$19,013.67	$19,013.67	$0.00	**$19,013.67**
HOSPITALIZATION INSURANCE	$145,680.00	$145,680.00	$66,411.34	$79,268.66	$134,520.96	$134,520.96	$122,438.40	$122,438.40	$0.00	$122,438.40
PREM PAID BY CITY	$145,680.00	$145,680.00	$66,411.34	$79,268.66	$134,520.96	$134,520.96	$122,438.40	$122,438.40	$0.00	$122,438.40
PREM PAID BY EMPLOYEE	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
DENTAL	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
VISION	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
AFLAC	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
ACC	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAN	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CRIT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
HOSP	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
LIFE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
ST DIS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
FLEX SPENDING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
DEPENDENT CARE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MEDICAL	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
UNEMPLOYMENT CONTRIBUTION	$14,950.00	$14,950.00	$2,924.68	$12,025.32	$17,229.45	$17,229.45	$16,579.45	$16,579.45	$0.00	**$16,579.45**
WORKER'S COMPENSATION	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PERSONNEL SERVICES	**$1,586,267.23**	**$1,606,267.23**	**$1,103,496.33**	**$502,770.90**	**$1,839,944.61**	**$1,839,944.61**	**$1,775,480.30**	**$1,775,480.30**	**$0.00**	**$1,775,480.30**

EXPENDITURES	FYE 2025				FYE 2026	FYE 2026	FYE 2026	FYE 2026	FYE 2026	
POLICE DEPARTMENT DEPT # 200 DESCRIPTION	ADOPTED BUDGET FY2024-25	AMENDED BUDGET FY2024-25 (JUNE)	YR TO DATE THRU 07/09/25	REMAINING BALANCE	ORIGINAL BUDGET REQUEST	BUDGET REQUEST AFTER WS #1	FINAL BUDGET AFTER WS #2	FINAL BUDGET AFTER WS #3	CHANGES AFTER BUDGET HEARING 9/8/2025	FINAL BUDGET AFTER WORKSHOP 9/12/2025
OFFICE SUPPLIES	$3,000.00	$5,000.00	$2,301.99	$2,698.01	$3,000.00	$3,000.00	$3,000.00	$3,000.00	$0.00	$3,000.00
OTHER SUPPLIES	$2,000.00	$3,000.00	$1,975.45	$1,024.55	$6,000.00	$6,000.00	$6,000.00	$6,000.00	$0.00	$6,000.00
AMMUNITION	$9,000.00	$10,256.00	$9,914.25	$341.75	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$0.00	$10,000.00
CLEANING & JANITORIAL	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
FEED/SUPPLIES FOR DRUG DOG	$1,200.00	$1,200.00	$0.00	$1,200.00	$1,200.00	$1,200.00	$1,200.00	$1,200.00	$0.00	$1,200.00
GAS & OIL	$60,000.00	$51,320.00	$40,018.84	$11,301.16	$80,000.00	$80,000.00	$80,000.00	$80,000.00	$0.00	$80,000.00
UNIFORMS	$12,000.00	$12,000.00	$5,235.64	$6,764.36	$8,000.00	$8,000.00	$8,000.00	$8,000.00	$0.00	$8,000.00
CASH OVER/SHORT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CREDIT CARD EXPENSE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CHEMICALS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MISC. SUPPLIES - SHELTER FEES & A.C.	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
REPAIRS & MAINT. - BUILDING	$0.00	$0.00	$0.00	$0.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$0.00	$5,000.00
REPAIRS & MAINT. - PAINTING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
REPAIRS & MAINT. - VEHICLE	$33,000.00	$29,000.00	$23,612.26	$5,387.74	$40,000.00	$40,000.00	$40,000.00	$40,000.00	$0.00	$40,000.00
REPAIRS & MAINT. - EQUIPMENT	$1,000.00	$1,000.00	$243.62	$756.38	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$0.00	$5,000.00
REPAIRS & MAINT. - OTHER	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
REPAIRS & MAINT. - _____	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
SUPPLIES	**$121,200.00**	**$112,776.00**	**$83,302.05**	**$29,473.95**	**$158,200.00**	**$158,200.00**	**$158,200.00**	**$158,200.00**	**$0.00**	**$158,200.00**
PROFESSIONAL FEES - ACCOUNTING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
AUDIT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PAYROLL ACCOUNTING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PAYROLL FEES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OTHER	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PROFESSIONAL FEES - CONSULTING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CONSULTANT/FIRM 1	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CONSULTANT/FIRM 2	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CONSULTANT/FIRM 3	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CONSULTANT/FIRM 4	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PROFESSIONAL FEES - CRIME LAB	$8,000.00	$6,000.00	$1,860.00	$4,140.00	$7,000.00	$7,000.00	$7,000.00	$7,000.00	$0.00	$7,000.00
CRIME LAB	$8,000.00	$6,000.00	$1,860.00	$4,140.00	$7,000.00	$7,000.00	$7,000.00	$7,000.00	$0.00	$7,000.00
OTHER 1	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OTHER 2	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OTHER 3	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PROFESSIONAL FEES - LEGAL	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CITY ATTORNEY	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
EMPLOYMENT LAW	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OTHER 1	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OTHER 2	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

EXPENDITURES	FYE 2025				FYE 2026	FYE 2026	FYE 2026	FYE 2026	FYE 2026	
POLICE DEPARTMENT DEPT # 200 DESCRIPTION	ADOPTED BUDGET FY2024-25	AMENDED BUDGET FY2024-25 (JUNE)	YR TO DATE THRU 07/09/25	REMAINING BALANCE	ORIGINAL BUDGET REQUEST	BUDGET REQUEST AFTER WS #1	FINAL BUDGET AFTER WS #2	FINAL BUDGET AFTER WS #3	CHANGES AFTER BUDGET HEARING 9/8/2025	FINAL BUDGET AFTER WORKSHOP 9/12/2025
PROFESSIONAL FEES - MEDICAL	$4,175.00	$4,615.00	$3,453.48	$1,161.52	$4,575.00	$4,575.00	$4,575.00	$4,575.00	$0.00	$4,575.00
DRUG TESTS	$400.00	$640.00	$540.00	$100.00	$800.00	$800.00	$800.00	$800.00	$0.00	$800.00
POLYGRAPH EXAMINATION	$600.00	$800.00	$600.00	$200.00	$600.00	$600.00	$600.00	$600.00	$0.00	$600.00
PSYCHOLOGICAL EVALUATION	$1,575.00	$1,575.00	$1,575.00	$0.00	$1,575.00	$1,575.00	$1,575.00	$1,575.00	$0.00	$1,575.00
VET - DRUG DOG	$1,600.00	$1,600.00	$738.48	$861.52	$1,600.00	$1,600.00	$1,600.00	$1,600.00	$0.00	$1,600.00
TELEPHONE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TELEPHONE - CELL / TABLET	$6,600.00	$6,600.00	$5,116.98	$1,483.02	$16,500.00	$16,500.00	$16,500.00	$16,500.00	$0.00	$16,500.00
COMMUNICATIONS (E911)	$0.00	$0.00	$0.00	$0.00	$33,400.00	$33,400.00	$33,400.00	$33,400.00	$0.00	$33,400.00
POSTAGE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
INTERNET	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TRAVEL & TRAINING	$30,000.00	$23,485.00	$15,844.97	$7,640.03	$30,000.00	$30,000.00	$30,000.00	$30,000.00	$0.00	$30,000.00
ADVERTISING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PRINTING & BINDING	$5,000.00	$4,318.50	$2,488.84	$1,829.66	$4,000.00	$4,000.00	$4,000.00	$4,000.00	$0.00	$4,000.00
PUBLICATIONS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MEMBERSHIP DUES	$500.00	$500.00	$370.00	$130.00	$500.00	$500.00	$500.00	$500.00	$0.00	$500.00
INSURANCE	$20,000.00	$20,000.00	$19,781.00	$219.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$0.00	$25,000.00
UTILITIES - GENERAL	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
ELECTRICITY	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
GAS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
WATER & SEWER	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OTHER	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
UTILITIES - OTHER	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
EMERGENCY SIRENS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
STREET LIGHTS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TRAFFIC SIGNALS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OTHER	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
SECURITY SYSTEM	$6,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
REPAIRS & MAINT. - OUTSIDE SVCS.	$2,600.00	$2,600.00	$2,545.00	$55.00	$2,600.00	$2,600.00	$2,600.00	$2,600.00	$0.00	$2,600.00
EQUIPMENT RECERTIFICATION	$26,000.00	$26,000.00	$25,896.25	$103.75	**$14,000.00**	$14,000.00	$14,000.00	$14,000.00	$0.00	$14,000.00
OUTSIDE LABOR	$0.00	$0.00		$0.00	$0.00	$0.00	$0.00	$400.00	$0.00	$400.00
RENTALS	$57,000.00	$57,000.00	$19,021.51	$37,978.49	$60,000.00	$60,000.00	$60,000.00	$60,000.00	$0.00	$60,000.00
PROMOTIONS	$2,000.00	$0.00	$0.00	$0.00	$2,000.00	$2,000.00	$2,000.00	$2,000.00	$0.00	$2,000.00
COMMUNITY PROMOTIONS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CITY STAFF PROMOTIONAL ITEMS (ATTIRE)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
EMERGENCY MANAGEMENT	$20,000.00	$20,000.00	$0.00	$20,000.00	**$30,000.00**	$30,000.00	$0.00	$0.00	$0.00	$0.00
INTERLOCAL AGREEMENT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OTHER SVCS. & CHARGES / **"BUY MONEY"**	$10,500.00	$10,500.00	$4,000.00	$6,500.00	$10,500.00	$10,500.00	$10,500.00	$10,500.00	$0.00	$10,500.00
LOT CLEAN-UPS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PRISONERS' EXPENSE	$30,000.00	$35,000.00	$35,272.65	($272.65)	**$40,000.00**	$40,000.00	$40,000.00	$40,000.00	$0.00	$40,000.00
TAX COLLECTION FEES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
WASTE COLLECTION FEES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
BEAUTIFICATION EXPENSES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
COUNTY LIBRARY	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
IT & SOFTWARE SERVICES	$12,000.00	$12,000.00	$5,838.91	$6,161.09	$18,000.00	$18,000.00	$18,000.00	$59,310.00	$0.00	$59,310.00
MISCELLANEOUS SERVICES	$4,000.00	$4,000.00	$646.55	$3,353.45	$4,000.00	$4,000.00	$4,000.00	$4,045.00	$0.00	$4,045.00
REFUNDS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CONTRACTUAL SERVICES	**$244,875.00**	**$232,618.50**	**$142,136.14**	**$90,482.36**	**$302,075.00**	**$302,075.00**	**$272,075.00**	**$313,830.00**	**$0.00**	**$313,830.00**

EXPENDITURES	FYE 2025				FYE 2026	FYE 2026	FYE 2026	FYE 2026	FYE 2026	
POLICE DEPARTMENT DEPT # 200 DESCRIPTION	ADOPTED BUDGET FY2024-25	AMENDED BUDGET FY2024-25 (JUNE)	YR TO DATE THRU 07/09/25	REMAINING BALANCE	ORIGINAL BUDGET REQUEST	BUDGET REQUEST AFTER WS #1	FINAL BUDGET AFTER WS #2	FINAL BUDGET AFTER WS #3	CHANGES AFTER BUDGET HEARING 9/8/2025	FINAL BUDGET AFTER WORKSHOP 9/12/2025
CAPITAL OUTLAY - LAND	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAPITAL OUTLAY - BUILDING	$0.00	$559,460.20	$262,908.58	$296,551.62	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAPITAL OUTLAY - OFFICERS' EQUIPMENT	$12,704.50	$17,456.50	$5,104.32	$12,352.18	$54,866.00	$54,866.00	$54,866.00	$69,820.00	**$5,698.42**	**$75,518.42**
CAPITAL OUTLAY - PATROL CARS' EQUIPMENT	$20,000.00	$26,460.50	$14,919.40	$11,541.10	$61,000.00	$61,000.00	$41,000.00	$43,000.00	**$18,000.00**	**$61,000.00**
CAPITAL OUTLAY - ANIMAL CONTROL	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAPITAL OUTLAY - MISCELLANEOUS	$25,000.00	$440.00	$346.05	$93.95	$500.00	$500.00	$500.00	$12,200.00	$0.00	$12,200.00
CAPITAL OUTLAY - RADIOS (HAND HELD)	$0.00	$1,000.00	$0.00	$1,000.00	$0.00	$0.00	$0.00	$48,750.00	$0.00	$48,750.00
CAPITAL OUTLAY - VEHICLES	$122,000.00	$172,348.40	$98,000.00	$74,348.40	$150,000.00	$150,000.00	$50,000.00	$50,000.00	**$100,000.00**	**$150,000.00**
CAPITAL OUTLAY - HEAVY EQUIPMENT	$0.00	$0.00	$0.00	$0.00	$8,360.00	$0.00	$0.00	$30,000.00	**$5,000.00**	**$35,000.00**
CAPITAL OUTLAY - OFFICE EQUIPMENT	$1,000.00	$256.00	$676.33	($420.33)	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$0.00	$5,000.00
CAPITAL OUTLAY - FURN. & FIXTURES	$0.00	$183,324.89	$183,323.89	$1.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$0.00	$1,000.00
CAPITAL OUTLAY	**$180,704.50**	**$960,746.49**	**$565,278.57**	**$395,467.92**	**$280,726.00**	**$272,366.00**	**$152,366.00**	**$259,770.00**	**$128,698.42**	**$388,468.42**
	$2,133,046.73	**$2,912,408.22**	**$1,894,213.09**	**$1,018,195.13**	**$2,580,945.61**	**$2,572,585.61**	**$2,358,121.30**	**$2,507,280.30**	**$128,698.42**	**$2,635,978.72**

EXPENDITURES
FIRE DEPARTMENT
DEPT # 260

DESCRIPTION	FYE 2025 ADOPTED BUDGET FY2024-25	FYE 2025 AMENDED BUDGET FY2024-25 (JUNE)	FYE 2025 YR TO DATE THRU 07/09/25	FYE 2025 REMAINING BALANCE	FYE 2026 ORIGINAL BUDGET REQUEST	FYE 2026 BUDGET REQUEST AFTER WS #1	FYE 2026 FINAL BUDGET AFTER WS #2	FYE 2026 FINAL BUDGET AFTER WS #3	FYE 2026 CHANGES AFTER BUDGET HEARING 9/8/2025	FYE 2026 FINAL BUDGET AFTER WORKSHOP 9/12/2025
RENTALS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PROMOTIONS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
COMMUNITY PROMOTIONS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CITY STAFF PROMOTIONAL ITEMS (ATTIRE)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
INTERLOCAL AGREEMENT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OTHER SERVICES & CHARGES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
LOT CLEAN-UPS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TAX COLLECTION FEES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
WASTE COLLECTION FEES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
BEAUTIFICATION EXPENSES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
COUNTY LIBRARY	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
IT & SOFTWARE SERVICES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MISC SERVICES / SMCFPD APPROPRIATION	$60,000.00	$60,000.00	$60,000.00	$0.00	$60,000.00	$60,000.00	$60,000.00	$60,000.00	$0.00	$60,000.00
REFUNDS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CONTRACTUAL SERVICES	**$60,000.00**	**$60,000.00**	**$60,000.00**	**$0.00**	**$60,000.00**	**$60,000.00**	**$60,000.00**	**$60,000.00**	**$0.00**	**$60,000.00**
CAPITAL OUTLAY - LAND	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAPITAL OUTLAY - BUILDING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAPITAL OUTLAY - _____	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAPITAL OUTLAY - _____	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAPITAL OUTLAY - _____	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAPITAL OUTLAY - _____	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAPITAL OUTLAY - _____	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAPITAL OUTLAY - VEHICLES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAPITAL OUTLAY - HEAVY EQUIPMENT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAPITAL OUTLAY - OFFICE EQUIPMENT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAPITAL OUTLAY - FURN. & FIXTURES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAPITAL OUTLAY	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
	$60,000.00	**$60,000.00**	**$60,000.00**	**$0.00**	**$60,000.00**	**$60,000.00**	**$60,000.00**	**$60,000.00**	**$0.00**	**$60,000.00**

EXPENDITURES BLDG. INSPECTION & CODE ENFORCEMENT DEPT # 280 DESCRIPTION	FYE 2025 ADOPTED BUDGET FY2024-25	AMENDED BUDGET FY2024-25 (JUNE)	YR TO DATE THRU 07/09/25	REMAINING BALANCE	FYE 2026 ORIGINAL BUDGET REQUEST	FYE 2026 BUDGET REQUEST AFTER WS #1	FYE 2026 FINAL BUDGET AFTER WS #2	FYE 2026 FINAL BUDGET AFTER WS #3	FYE 2026 CHANGES AFTER BUDGET HEARING 9/8/2025	FINAL BUDGET AFTER WORKSHOP 9/12/2025
SALARIES & WAGES (GROSS-REGULAR)	**$125,604.38**	**$125,604.38**	**$95,224.26**	**$30,380.12**	**$130,291.81**	**$130,291.81**	**$125,599.63**	**$120,255.88**	**$0.00**	**$120,255.88**
SALARIES & WAGES (GROSS-GRANT)	**$0.00**	**$0.00**	**$0.00**	**$0.00**			**$0.00**	**$0.00**		**$0.00**
OVERTIME (GROSS-REGULAR)	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
OVERTIME (GROSS-GRANT)	**$0.00**	**$0.00**	**$0.00**	**$0.00**			**$0.00**	**$0.00**		**$0.00**
PERSONNEL - FEDERAL WITHHOLDING	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
FEDERAL TAXES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
FICA/SOCIAL SECURITY	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MEDICARE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PERSONNEL - STATE WITHHOLDING	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
RETIREMENT	$22,640.19	$22,640.19	$17,068.79	$5,571.40	$24,136.56	$24,136.56	$23,267.33	$22,277.40	$0.00	$22,277.40
PERS PAID BY CITY	$22,640.19	$22,640.19	$17,068.79	$5,571.40	$24,136.56	$24,136.56	$23,267.33	$22,277.40	$0.00	$22,277.40
PERS PAID BY EMPLOYEE	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
DEFERRED COMPENSATION	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
FICA/SOCIAL SECURITY MATCH	$7,787.47	$7,787.47	$5,160.83	$2,626.64	$8,078.09	$8,078.09	$7,787.18	$7,455.86	$0.00	$7,455.86
MEDICARE MATCH	$1,821.26	$1,821.26	$1,206.81	$614.45	$1,889.23	$1,889.23	$1,821.19	$1,743.71	$0.00	$1,743.71
HOSPITALIZATION INSURANCE	$20,940.00	$20,940.00	$16,436.39	$4,503.61	$21,604.80	$21,604.80	$21,604.80	$24,165.12	$0.00	$24,165.12
PREM PAID BY CITY	$20,940.00	$20,940.00	$16,436.39	$4,503.61	$21,604.80	$21,604.80	$21,604.80	$24,165.12	$0.00	$24,165.12
PREM PAID BY EMPLOYEE	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
DENTAL	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
VISION	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
AFLAC	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
ACC	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAN	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CRIT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
HOSP	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
LIFE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
ST DIS / SREVNT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
FLEX SPENDING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
DEPENDENT CARE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MEDICAL	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
UNEMPLOYMENT CONTRIBUTION	$1,950.00	$1,950.00	$279.92	$1,670.08	$1,950.00	$1,950.00	$1,950.00	$1,950.00	$0.00	$1,950.00
WORKER'S COMPENSATION	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PERSONNEL SERVICES	**$180,743.30**	**$180,743.30**	**$135,377.00**	**$45,366.30**	**$187,950.49**	**$187,950.49**	**$182,030.13**	**$177,847.97**	**$0.00**	**$177,847.97**

EXPENDITURES	FYE 2025				FYE 2026	FYE 2026	FYE 2026	FYE 2026	FYE 2026	
BLDG. INSPECTION & CODE ENFORCEMENT DEPT # 280 DESCRIPTION	ADOPTED BUDGET FY2024-25	AMENDED BUDGET FY2024-25 (JUNE)	YR TO DATE THRU 07/09/25	REMAINING BALANCE	ORIGINAL BUDGET REQUEST	BUDGET REQUEST AFTER WS #1	FINAL BUDGET AFTER WS #2	FINAL BUDGET AFTER WS #3	CHANGES AFTER BUDGET HEARING 9/8/2025	FINAL BUDGET AFTER WORKSHOP 9/12/2025
OFFICE SUPPLIES	$1,200.00	$1,200.00	$498.12	$701.88	$1,500.00	$1,500.00	$750.00	$750.00	$0.00	$750.00
OTHER SUPPLIES	$400.00	$400.00	$11.99	$388.01	$100.00	$100.00	$100.00	$100.00	$0.00	$100.00
CLEANING & JANITORIAL	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
FEED/SUPPLIES FOR DRUG DOG	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
GAS & OIL	$1,200.00	$1,200.00	$1,022.76	$177.24	$2,500.00	$2,500.00	$3,500.00	$3,500.00	**($500.00)**	**$3,000.00**
UNIFORMS	$500.00	$500.00	$0.00	$500.00	$500.00	$500.00	$250.00	$250.00	$0.00	$250.00
CASH OVER/SHORT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CREDIT CARD EXPENSE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CHEMICALS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MISC. SUPPLIES - BUILDING CODES	$1,500.00	$1,500.00	$0.00	$1,500.00	$2,500.00	$2,500.00	$2,000.00	$2,000.00	**($1,000.00)**	**$1,000.00**
REPAIRS & MAINT. - BUILDING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
REPAIRS & MAINT. - PAINTING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
REPAIRS & MAINT. - VEHICLE	$1,250.00	$1,050.00	$0.00	$1,050.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$0.00	$1,000.00
REPAIRS & MAINT. - EQUIPMENT	$0.00	$200.00	$14.50	$185.50	$200.00	$200.00	$200.00	$200.00	$0.00	$200.00
REPAIRS & MAINT. - OTHER	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
REPAIRS & MAINT. - _____	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
SUPPLIES	**$6,050.00**	**$6,050.00**	**$1,547.37**	**$4,502.63**	**$8,300.00**	**$8,300.00**	**$7,800.00**	**$7,800.00**	**($1,500.00)**	**$6,300.00**
PROFESSIONAL FEES - ACCOUNTING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
AUDIT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PAYROLL ACCOUNTING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PAYROLL FEES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OTHER	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PROFESSIONAL FEES - CONSULTING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CONSULTANT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
INDEPENDENT CONTRACTOR	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OTHER 1	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OTHER 2	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PROFESSIONAL FEES - ENGINEERING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
BUILDING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
DRAINAGE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
STREETS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OTHER	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PROFESSIONAL FEES - LEGAL	$2,500.00	$2,500.00	$0.00	$2,500.00	$2,500.00	$2,500.00	$2,500.00	$2,500.00	**($1,000.00)**	**$1,500.00**
CITY ATTORNEY	$2,500.00	$2,500.00	$0.00	$2,500.00	$2,500.00	$2,500.00	$2,500.00	$2,500.00	**($1,000.00)**	**$1,500.00**
EMPLOYMENT LAW	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OTHER 1	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OTHER 2	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

EXPENDITURES — FYE 2025 | FYE 2026 | FYE 2026 | FYE 2026 | FYE 2026 | FYE 2026

BLDG. INSPECTION & CODE ENFORCEMENT
DEPT # 280

DESCRIPTION	ADOPTED BUDGET FY2024-25	AMENDED BUDGET FY2024-25 (JUNE)	YR TO DATE THRU 07/09/25	REMAINING BALANCE	ORIGINAL BUDGET REQUEST	BUDGET REQUEST AFTER WS #1	FINAL BUDGET AFTER WS #2	FINAL BUDGET AFTER WS #3	CHANGES AFTER BUDGET HEARING 9/8/2025	FINAL BUDGET AFTER WORKSHOP 9/12/2025
PROFESSIONAL FEES - MEDICAL	$100.00	$100.00	$0.00	$100.00	$100.00	$100.00	$100.00	$100.00	$0.00	$100.00
DRUG TESTS	$100.00	$100.00	$0.00	$100.00	$100.00	$100.00	$100.00	$100.00	$0.00	$100.00
POLYGRAPH EXAMINATION	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PSYCHOLOGICAL EVALUATION	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OTHER 1	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TELEPHONE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TELEPHONE - CELL / TABLET	$1,500.00	$1,500.00	$956.58	$543.42	$1,500.00	$1,500.00	$1,500.00	$1,500.00	$0.00	$1,500.00
COMMUNICATIONS (E911)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
POSTAGE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
INTERNET	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TRAVEL & TRAINING	$2,000.00	$2,000.00	$2,165.85	($165.85)	$3,000.00	$3,000.00	$0.00	$2,500.00	**($1,000.00)**	**$1,500.00**
ADVERTISING	$500.00	$500.00	$0.00	$500.00	$200.00	$200.00	$200.00	$200.00	$0.00	$200.00
PRINTING & BINDING	$1,000.00	$1,000.00	$27.50	$972.50	$500.00	$500.00	$500.00	$500.00	$0.00	$500.00
PUBLICATIONS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MEMBERSHIP DUES	$1,200.00	$1,200.00	$827.50	$372.50	$1,200.00	$1,200.00	$1,200.00	$1,200.00	$0.00	$1,200.00
INSURANCE	$500.00	$500.00	$568.50	($68.50)	$1,500.00	$1,500.00	$3,000.00	$3,000.00	$0.00	$3,000.00
UTILITIES - GENERAL	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
ELECTRICITY	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
GAS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
WATER & SEWER	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OTHER	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
UTILITIES - OTHER	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
EMERGENCY SIRENS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
STREET LIGHTS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TRAFFIC SIGNALS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OTHER	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
SECURITY SYSTEM	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
REPAIRS & MAINT. - OUTSIDE SVCS.	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
EQUIPMENT RECERTIFICATION	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	$0.00	$0.00				$0.00	$0.00	$0.00	$0.00	$0.00
RENTALS	$1,500.00	$1,500.00	$1,366.05	$133.95	$2,000.00	$2,000.00	$2,000.00	$2,000.00	$0.00	$2,000.00
PROMOTIONS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
COMMUNITY PROMOTIONS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CITY STAFF PROMOTIONAL ITEMS (ATTIRE)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
BUY MONEY										
INTERLOCAL AGREEMENT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OTHER SERVICES & CHARGES	$500.00	$500.00	$0.00	$500.00	$500.00	$500.00	$500.00	$500.00	$0.00	$500.00
LOT CLEAN-UPS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TAX COLLECTION FEES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
WASTE COLLECTION FEES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
BEAUTIFICATION EXPENSES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
COUNTY LIBRARY	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
IT & SOFTWARE SERVICES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MISCELLANEOUS SERVICES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
REFUNDS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CONTRACTUAL SERVICES	**$11,300.00**	**$11,300.00**	**$5,911.98**	**$5,388.02**	**$13,000.00**	**$13,000.00**	**$11,500.00**	**$14,000.00**	**($2,000.00)**	**$12,000.00**

EXPENDITURES BLDG. INSPECTION & CODE ENFORCEMENT DEPT # 280 DESCRIPTION	FYE 2025 ADOPTED BUDGET FY2024-25	FYE 2025 AMENDED BUDGET FY2024-25 (JUNE)	FYE 2025 YR TO DATE THRU 07/09/25	FYE 2025 REMAINING BALANCE	FYE 2026 ORIGINAL BUDGET REQUEST	FYE 2026 BUDGET REQUEST AFTER WS #1	FYE 2026 FINAL BUDGET AFTER WS #2	FYE 2026 FINAL BUDGET AFTER WS #3	FYE 2026 CHANGES AFTER BUDGET HEARING 9/8/2025	FYE 2026 FINAL BUDGET AFTER WORKSHOP 9/12/2025
CAPITAL OUTLAY - LAND	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAPITAL OUTLAY - BUILDING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAPITAL OUTLAY - _____	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAPITAL OUTLAY - _____	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAPITAL OUTLAY - _____	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAPITAL OUTLAY - MISCELLANEOUS	$0.00	$100.00	$64.97	$35.03	$500.00	$500.00	$250.00	$250.00	$0.00	$250.00
CAPITAL OUTLAY - _____	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAPITAL OUTLAY - VEHICLES	$42,000.00	$42,000.00	$0.00	$42,000.00	$55,000.00	$55,000.00	$65,000.00	$65,000.00	**($65,000.00)**	**$0.00**
CAPITAL OUTLAY - HEAVY EQUIPMENT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAPITAL OUTLAY - OFFICE EQUIPMENT	$1,000.00	$900.00	$21.90	$878.10	$2,000.00	$2,000.00	$1,000.00	$1,000.00	$0.00	$1,000.00
CAPITAL OUTLAY - FURN. & FIXTURES	$0.00	$0.00	$0.00	$0.00	$2,000.00	$2,000.00	$0.00	$0.00	$0.00	$0.00
CAPITAL OUTLAY	**$43,000.00**	**$43,000.00**	**$86.87**	**$42,913.13**	**$59,500.00**	**$59,500.00**	**$66,250.00**	**$66,250.00**	**($65,000.00)**	**$1,250.00**
	$241,093.30	**$241,093.30**	**$142,923.22**	**$98,170.08**	**$268,750.49**	**$268,750.49**	**$267,580.13**	**$265,897.97**	**($68,500.00)**	**$197,397.97**

EXPENDITURES	FYE 2025				FYE 2026	FYE 2026	FYE 2026	FYE 2026	FYE 2026	
PUBLIC WORKS / STREET DEPARTMENT DEPT # 301 DESCRIPTION	ADOPTED BUDGET FY2024-25	AMENDED BUDGET FY2024-25 (JUNE)	YR TO DATE THRU 07/09/25	REMAINING BALANCE	ORIGINAL BUDGET REQUEST	BUDGET REQUEST AFTER WS #1	FINAL BUDGET AFTER WS #2	FINAL BUDGET AFTER WS #3	CHANGES AFTER BUDGET HEARING 9/8/2025	FINAL BUDGET AFTER WORKSHOP 9/12/2025
SALARIES & WAGES (GROSS-REGULAR)	**$362,119.00**	**$362,119.00**	**$235,605.60**	**$126,513.40**	**$444,422.95**	**$444,422.95**	**$433,324.24**	**$433,324.24**	**$0.00**	**$433,324.24**
SALARIES & WAGES (GROSS-GRANT)	**$0.00**	**$0.00**	**$2,323.27**	**($2,323.27)**			**$0.00**			
OVERTIME (GROSS-REGULAR)	**$12,147.20**	**$12,147.20**	**$0.00**	**$12,147.20**	**$15,969.46**	**$15,969.46**	**$15,435.02**	**$15,435.02**	**$0.00**	**$15,435.02**
OVERTIME (GROSS-GRANT)	**$0.00**	**$0.00**	**$0.00**	**$0.00**			**$0.00**			
PERSONNEL - FEDERAL WITHHOLDING	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
FEDERAL TAXES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
FICA/SOCIAL SECURITY	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MEDICARE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PERSONNEL - STATE WITHHOLDING	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
RETIREMENT	$67,461.48	$67,461.48	$42,663.24	$24,798.24	$85,287.69	$85,287.69	$83,132.65	$83,132.65	$0.00	$83,132.65
PERS PAID BY CITY	$67,461.48	$67,461.48	$42,663.24	$24,798.24	$85,287.69	$85,287.69	$83,132.65	$83,132.65	$0.00	$83,132.65
PERS PAID BY EMPLOYEE	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
DEFERRED COMPENSATION	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
FICA/SOCIAL SECURITY MATCH	$23,204.50	$23,204.50	$13,616.39	$9,588.11	$28,544.33	$28,544.33	$27,823.07	$27,823.07	$0.00	$27,823.07
MEDICARE MATCH	$5,426.86	$5,426.86	$3,184.39	$2,242.47	$6,675.69	$6,675.69	$6,507.01	$6,507.01	$0.00	$6,507.01
HOSPITALIZATION INSURANCE	$55,464.00	$55,464.00	$24,209.12	$31,254.88	$60,883.20	$60,883.20	$55,848.80	$55,848.80	$0.00	$55,848.80
PREM PAID BY CITY	$55,464.00	$55,464.00	$24,209.12	$31,254.88	$60,883.20	$60,883.20	$55,848.80	$55,848.80	$0.00	$55,848.80
PREM PAID BY EMPLOYEE	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
DENTAL	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
VISION	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
AFLAC	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
ACC	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAN	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CRIT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
HOSP	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
LIFE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
ST DIS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
FLEX SPENDING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
DEPENDENT CARE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MEDICAL	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
UNEMPLOYMENT CONTRIBUTION	$5,200.00	$5,200.00	$1,155.05	$4,044.95	$6,500.00	$6,500.00	$6,240.00	$6,240.00	$0.00	$6,240.00
WORKER'S COMPENSATION	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PERSONNEL SERVICES	**$531,023.05**	**$531,023.05**	**$322,757.06**	**$208,265.99**	**$648,283.32**	**$648,283.32**	**$628,310.81**	**$628,310.81**	**$0.00**	**$628,310.81**

EXPENDITURES	FYE 2025				FYE 2026	FYE 2026	FYE 2026	FYE 2026	FYE 2026	
PUBLIC WORKS / STREET DEPARTMENT		AMENDED								
DEPT # 301	ADOPTED BUDGET	BUDGET FY2024-25	YR TO DATE	REMAINING	ORIGINAL BUDGET	BUDGET REQUEST	FINAL BUDGET	FINAL BUDGET	CHANGES AFTER BUDGET HEARING	FINAL BUDGET AFTER WORKSHOP
DESCRIPTION	FY2024-25	(JUNE)	THRU 07/09/25	BALANCE	REQUEST	AFTER WS #1	AFTER WS #2	AFTER WS #3	9/8/2025	9/12/2025
OFFICE SUPPLIES	$2,000.00	$2,000.00	$462.33	$1,537.67	$2,000.00	$2,000.00	$2,000.00	$2,000.00	$0.00	$2,000.00
OTHER SUPPLIES	$4,000.00	$6,000.00	$3,807.18	$2,192.82	$8,000.00	$8,000.00	$8,000.00	$8,000.00	$0.00	$8,000.00
CLEANING & JANITORIAL	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
FEED/SUPPLIES FOR DRUG DOG	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
GAS & OIL	$13,000.00	$17,000.00	$10,993.46	$6,006.54	$17,000.00	$17,000.00	$17,000.00	$17,000.00	$0.00	$17,000.00
UNIFORMS	$2,000.00	$2,000.00	$548.60	$1,451.40	$2,000.00	$2,000.00	$2,000.00	$2,000.00	$0.00	$2,000.00
CASH OVER/SHORT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CREDIT CARD EXPENSE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CHEMICALS	$2,000.00	$2,000.00	$639.77	$1,360.23	$2,000.00	$2,000.00	$2,000.00	$2,000.00	$0.00	$2,000.00
STREET REPAIR SUPPLIES (ASPHALT, ETC.)	$46,000.00	$46,000.00	$19,317.90	$26,682.10	**$46,000.00**	$46,000.00	$46,000.00	$46,000.00	$0.00	$46,000.00
REPAIRS & MAINT. - BUILDING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
REPAIRS & MAINT. - DRAINAGE	$45,000.00	$45,000.00	$32,428.80	$12,571.20	**$55,000.00**	$55,000.00	$55,000.00	$55,000.00	$0.00	$55,000.00
REPAIRS & MAINT. - VEHICLE	$2,500.00	$4,500.00	$3,382.90	$1,117.10	$7,700.00	$7,700.00	$7,700.00	$7,700.00	$0.00	$7,700.00
REPAIRS & MAINT. - EQUIPMENT	$3,000.00	$6,000.00	$3,792.24	$2,207.76	$8,000.00	$8,000.00	$8,000.00	$8,000.00	$0.00	$8,000.00
REPAIRS & MAINT. - OTHER	$16,000.00	$16,000.00	$13,260.99	$2,739.01	$16,000.00	$16,000.00	$16,000.00	$16,000.00	$0.00	$16,000.00
REPAIRS & MAINT. - _____	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
SUPPLIES	**$135,500.00**	**$146,500.00**	**$88,634.17**	**$57,865.83**	**$163,700.00**	**$163,700.00**	**$163,700.00**	**$163,700.00**	**$0.00**	**$163,700.00**
PROFESSIONAL FEES - ACCOUNTING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
AUDIT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PAYROLL ACCOUNTING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PAYROLL FEES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OTHER	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PROFESSIONAL FEES - CONTRACT LABOR	$30,000.00	$30,000.00	$9,170.00	$20,830.00	$30,000.00	$30,000.00	$30,000.00	$30,000.00	$0.00	$30,000.00
GENERAL LABOR - CONTRACT. MAINTENANCE	$30,000.00	$20,000.00	$0.00	$20,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$0.00	$10,000.00
GENERAL LABOR - DEBRIS REMOVAL	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OTHER 1 / MISC PW PROJECTS	$0.00	$10,000.00	$9,170.00	$830.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$0.00	$20,000.00
OTHER 2	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PROFESSIONAL FEES - ENGINEERING	$210,000.00	$199,000.00	$1,398.00	$197,602.00	$160,000.00	$125,000.00	$105,000.00	$105,000.00	$0.00	$105,000.00
BUILDING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
DRAINAGE	$50,000.00	$50,000.00	$0.00	$50,000.00	$50,000.00	$50,000.00	$30,000.00	$30,000.00	$0.00	$30,000.00
STREETS	$130,000.00	$119,000.00	$1,398.00	$117,602.00	$110,000.00	$75,000.00	$75,000.00	$75,000.00	$0.00	$75,000.00
OTHER	$30,000.00	$30,000.00	$0.00	$30,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PROFESSIONAL FEES - OTHER	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CITY ATTORNEY	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
EMPLOYMENT LAW	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OTHER 1	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OTHER 2	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

EXPENDITURES	FYE 2025				FYE 2026	FYE 2026	FYE 2026	FYE 2026	FYE 2026	
PUBLIC WORKS / STREET DEPARTMENT		AMENDED								
DEPT # 301	ADOPTED	BUDGET			ORIGINAL	BUDGET	FINAL	FINAL	CHANGES AFTER	FINAL BUDGET
	BUDGET	FY2024-25	YR TO DATE	REMAINING	BUDGET	REQUEST	BUDGET	BUDGET	BUDGET HEARING	AFTER WORKSHOP
DESCRIPTION	FY2024-25	(JUNE)	THRU 07/09/25	BALANCE	REQUEST	AFTER WS #1	AFTER WS #2	AFTER WS #3	9/8/2025	9/12/2025
PROFESSIONAL FEES - MEDICAL	$500.00	$500.00	$420.00	$80.00	$500.00	$500.00	$500.00	$500.00	$0.00	$500.00
DRUG TESTS	$500.00	$500.00	$420.00	$80.00	$500.00	$500.00	$500.00	$500.00	$0.00	$500.00
POLYGRAPH EXAMINATION	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PSYCHOLOGICAL EVALUATION	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OTHER 1	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TELEPHONE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TELEPHONE - CELL / TABLET	$1,500.00	$1,500.00	$1,098.93	$401.07	$1,500.00	$1,500.00	$1,500.00	$1,500.00	$0.00	$1,500.00
COMMUNICATIONS (E911)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
POSTAGE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
INTERNET	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TRAVEL & TRAINING	$1,500.00	$1,500.00	$0.00	$1,500.00	$1,500.00	$1,500.00	$1,500.00	$1,500.00	$0.00	$1,500.00
ADVERTISING	$500.00	$500.00	$424.61	$75.39	$500.00	$500.00	$500.00	$500.00	$0.00	$500.00
PRINTING & BINDING	$1,500.00	$1,500.00	$400.00	$1,100.00	$1,500.00	$1,500.00	$1,500.00	$1,500.00	$0.00	$1,500.00
PUBLICATIONS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MEMBERSHIP DUES	$350.00	$350.00	$0.00	$350.00	$350.00	$350.00	$350.00	$350.00	$0.00	$350.00
INSURANCE	$8,000.00	$8,000.00	$8,581.00	($581.00)	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$0.00	$10,000.00
UTILITIES - GENERAL	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
ELECTRICITY	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
GAS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
WATER & SEWER	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OTHER	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
UTILITIES - OTHER	$86,000.00	$86,000.00	$18,338.18	$67,661.82	$89,000.00	$89,000.00	$89,000.00	$89,000.00	$0.00	$89,000.00
EMERGENCY SIRENS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
STREET LIGHTS	$80,000.00	$80,000.00	$12,414.23	$67,585.77	$80,000.00	$80,000.00	$80,000.00	$80,000.00	$0.00	$80,000.00
TRAFFIC SIGNALS	$6,000.00	$6,000.00	$5,923.95	$76.05	$9,000.00	$9,000.00	$9,000.00	$9,000.00	$0.00	$9,000.00
OTHER	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
SECURITY SYSTEM	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
REPAIRS & MAINT. - OUTSIDE SVCS.	$5,000.00	$5,000.00	$0.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$0.00	$5,000.00
EQUIPMENT RECERTIFICATION	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OUTSIDE LABOR	$2,500.00	$2,500.00	$2,500.00	$0.00	$2,500.00	$2,500.00	$2,500.00	$2,500.00	$0.00	$2,500.00
RENTALS	$10,000.00	$10,000.00	$6,751.81	$3,248.19	$16,000.00	$16,000.00	$16,000.00	$16,000.00	$0.00	$16,000.00
PROMOTIONS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
COMMUNITY PROMOTIONS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CITY STAFF PROMOTIONAL ITEMS (ATTIRE)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
INTERLOCAL AGREEMENT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OTHER SVCS. & CHARGES	$10,000.00	$15,000.00	$5,800.00	$9,200.00	$21,500.00	$21,500.00	$21,500.00	$21,500.00	$0.00	$21,500.00
STORAGE YARD RENTAL	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
BUILDING RENT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PRISONERS' EXPENSE	$8,000.00	$8,000.00	$916.54	$7,083.46	$2,000.00	$2,000.00	$2,000.00	$2,000.00	$0.00	$2,000.00
TAX COLLECTION FEES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TRASH DUMP FEE	$15,000.00	$15,000.00	$3,965.79	$11,034.21	**$15,000.00**	$15,000.00	$15,000.00	$15,000.00	$0.00	$15,000.00
BEAUTIFICATION EXPENSES	$75,000.00	$70,000.00	$29,619.00	$40,381.00	**$60,000.00**	$60,000.00	$60,000.00	$60,000.00	$0.00	$60,000.00
COUNTY LIBRARY	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
IT & SOFTWARE SERVICES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MISCELLANEOUS SERVICES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
REFUNDS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CONTRACTUAL SERVICES	**$465,350.00**	**$454,350.00**	**$89,383.86**	**$364,966.14**	**$416,850.00**	**$381,850.00**	**$361,850.00**	**$361,850.00**	**$0.00**	**$361,850.00**

EXPENDITURES PUBLIC WORKS / STREET DEPARTMENT DEPT # 301 DESCRIPTION	FYE 2025 ADOPTED BUDGET FY2024-25	FYE 2025 AMENDED BUDGET FY2024-25 (JUNE)	FYE 2025 YR TO DATE THRU 07/09/25	FYE 2025 REMAINING BALANCE	FYE 2026 ORIGINAL BUDGET REQUEST	FYE 2026 BUDGET REQUEST AFTER WS #1	FYE 2026 FINAL BUDGET AFTER WS #2	FYE 2026 FINAL BUDGET AFTER WS #3	FYE 2026 CHANGES AFTER BUDGET HEARING 9/8/2025	FYE 2026 FINAL BUDGET AFTER WORKSHOP 9/12/2025
CAPITAL OUTLAY - WALKING TRAIL(S)	$742,440.00	$742,440.00	$0.00	$742,440.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAPITAL OUTLAY - BUILDING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAPITAL OUTLAY - MOWERS	$0.00	$0.00	$0.00	$0.00	$8,000.00	$8,000.00	$0.00	$0.00	$0.00	$0.00
CAPITAL OUTLAY - TRAILERS	$0.00	$0.00	$0.00	$0.00	$10,000.00	$10,000.00	$0.00	$0.00	$0.00	$0.00
CAPITAL OUTLAY - HEAVY EQUIPMENT	$30,000.00	$30,000.00	$25,450.00	$4,550.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$0.00	$20,000.00
CAPITAL OUTLAY - OTHER	$0.00	$6,541.84	$5,590.05	$951.79	$7,000.00	$7,000.00	$7,000.00	$7,000.00	$0.00	$7,000.00
CAPITAL OUTLAY - STREETS	$849,000.00	$993,930.01	$259,602.86	$734,327.15	$765,000.00	$765,000.00	$465,000.00	$465,000.00	$0.00	$465,000.00
CAPITAL OUTLAY - VEHICLES	$50,000.00	$48,100.00	$44,998.00	$3,102.00	$55,000.00	$55,000.00	$55,000.00	$55,000.00	**($55,000.00)**	**$0.00**
CAPITAL OUTLAY - TOOLS & SMALL EQUIP.	$7,500.00	$7,500.00	$4,550.36	$2,949.64	$7,500.00	$7,500.00	$7,500.00	$7,500.00	$0.00	$7,500.00
CAPITAL OUTLAY - OFFICE EQUIPMENT	$2,000.00	$2,000.00	$79.99	$1,920.01	$2,000.00	$2,000.00	$2,000.00	$2,000.00	$0.00	$2,000.00
CAPITAL OUTLAY - FURN. & FIXTURES	$1,000.00	$1,000.00	$377.51	$622.49	$2,000.00	$2,000.00	$2,000.00	$2,000.00	$0.00	$2,000.00
CAPITAL OUTLAY	**$1,681,940.00**	**$1,831,511.85**	**$340,648.77**	**$1,490,863.08**	**$876,500.00**	**$876,500.00**	**$558,500.00**	**$558,500.00**	**($55,000.00)**	**$503,500.00**
	$2,813,813.05	**$2,963,384.90**	**$841,423.86**	**$2,121,961.04**	**$2,105,333.32**	**$2,070,333.32**	**$1,712,360.81**	**$1,712,360.81**	**($55,000.00)**	**$1,657,360.81**

EXPENDITURES
RECREATION
DEPT # 550

DESCRIPTION	FYE 2025 ADOPTED BUDGET FY2024-25	FYE 2025 AMENDED BUDGET FY2024-25 (JUNE)	FYE 2025 YR TO DATE THRU 07/09/25	FYE 2025 REMAINING BALANCE	FYE 2026 ORIGINAL BUDGET REQUEST	FYE 2026 BUDGET REQUEST AFTER WS #1	FYE 2026 FINAL BUDGET AFTER WS #2	FYE 2026 FINAL BUDGET AFTER WS #3	FYE 2026 CHANGES AFTER BUDGET HEARING 9/8/2025	FYE 2026 FINAL BUDGET AFTER WORKSHOP 9/12/2025
SALARIES & WAGES (GROSS-REGULAR)	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
SALARIES & WAGES (GROSS-GRANT)	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**					
OVERTIME (GROSS-REGULAR)	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
OVERTIME (GROSS-GRANT)	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**					
PERSONNEL - FEDERAL WITHHOLDING	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
FEDERAL TAXES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
FICA/SOCIAL SECURITY	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MEDICARE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PERSONNEL - STATE WITHHOLDING	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
RETIREMENT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PERS PAID BY CITY	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PERS PAID BY EMPLOYEE	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
DEFERRED COMPENSATION	$0.00	$0.00	$0.00	$0.00	$0.00	**$0.00**	**$0.00**	**$0.00**	$0.00	**$0.00**
FICA/SOCIAL SECURITY MATCH	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	**$0.00**	**$0.00**	$0.00	**$0.00**
MEDICARE MATCH	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	**$0.00**	**$0.00**	$0.00	**$0.00**
HOSPITALIZATION INSURANCE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PREM PAID BY CITY	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PREM PAID BY EMPLOYEE	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
DENTAL	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
VISION	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
AFLAC	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
ACC	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAN	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CRIT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
HOSP	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
LIFE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
ST DIS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
FLEX SPENDING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
DEPENDENT CARE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MEDICAL	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
UNEMPLOYMENT CONTRIBUTION	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
WORKER'S COMPENSATION	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PERSONNEL SERVICES	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**

EXPENDITURES RECREATION DEPT # 550 DESCRIPTION	FYE 2025 ADOPTED BUDGET FY2024-25	FYE 2025 AMENDED BUDGET FY2024-25 (JUNE)	FYE 2025 YR TO DATE THRU 07/09/25	FYE 2025 REMAINING BALANCE	FYE 2026 ORIGINAL BUDGET REQUEST	FYE 2026 BUDGET REQUEST AFTER WS #1	FYE 2026 FINAL BUDGET AFTER WS #2	FYE 2026 FINAL BUDGET AFTER WS #3	FYE 2026 CHANGES AFTER BUDGET HEARING 9/8/2025	FYE 2026 FINAL BUDGET AFTER WORKSHOP 9/12/2025
OFFICE SUPPLIES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OTHER SUPPLIES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CLEANING & JANITORIAL	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
FEED/SUPPLIES FOR DRUG DOG	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
GAS & OIL	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
UNIFORMS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CASH OVER/SHORT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CREDIT CARD EXPENSE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CHEMICALS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MISCELLANEOUS SUPPLIES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
REPAIRS & MAINT. - BUILDING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
REPAIRS & MAINT. - PAINTING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
REPAIRS & MAINT. - VEHICLE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
REPAIRS & MAINT. - EQUIPMENT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
REPAIRS & MAINT. - OTHER	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
REPAIRS & MAINT. - _____	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
SUPPLIES	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
PROFESSIONAL FEES - ACCOUNTING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
AUDIT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PAYROLL ACCOUNTING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PAYROLL FEES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OTHER	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PROFESSIONAL FEES - CONSULTING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
FINANCIAL PLANNING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
LOBBYING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OTHER 1	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OTHER 2	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PROFESSIONAL FEES - ENGINEERING	$0.00	$0.00	$0.00	$0.00	$100,000.00	$100,000.00	$100,000.00	$100,000.00	**($100,000.00)**	**$0.00**
BUILDING	$0.00	$0.00	$0.00	$0.00	$100,000.00	$100,000.00	$100,000.00	$100,000.00	**($100,000.00)**	**$0.00**
DRAINAGE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
STREETS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OTHER	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PROFESSIONAL FEES - LEGAL	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CITY ATTORNEY	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
EMPLOYMENT LAW	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OTHER 1	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OTHER 2	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

EXPENDITURES RECREATION DEPT # 550 DESCRIPTION	FYE 2025 ADOPTED BUDGET FY2024-25	AMENDED BUDGET FY2024-25 (JUNE)	YR TO DATE THRU 07/09/25	REMAINING BALANCE	FYE 2026 ORIGINAL BUDGET REQUEST	FYE 2026 BUDGET REQUEST AFTER WS #1	FYE 2026 FINAL BUDGET AFTER WS #2	FYE 2026 FINAL BUDGET AFTER WS #3	FYE 2026 CHANGES AFTER BUDGET HEARING 9/8/2025	FINAL BUDGET AFTER WORKSHOP 9/12/2025
PROFESSIONAL FEES - MEDICAL	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
DRUG TESTS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
POLYGRAPH EXAMINATION	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PSYCHOLOGICAL EVALUATION	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OTHER 1	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TELEPHONE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TELEPHONE - CELL / TABLET	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
COMMUNICATIONS (E911)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
POSTAGE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
INTERNET	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TRAVEL & TRAINING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
ADVERTISING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PRINTING & BINDING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PUBLICATIONS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MEMBERSHIP DUES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
INSURANCE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
UTILITIES - GENERAL	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
ELECTRICITY	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
GAS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
WATER & SEWER	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OTHER	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
UTILITIES - OTHER	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
EMERGENCY SIRENS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
STREET LIGHTS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TRAFFIC SIGNALS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OTHER	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
SECURITY SYSTEM	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
REPAIRS & MAINT. - OUTSIDE SVCS.	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
EQUIPMENT RECERTIFICATION	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
						$0.00	$0.00	$0.00	$0.00	$0.00
RENTALS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PROMOTIONS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
COMMUNITY PROMOTIONS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CITY STAFF PROMOTIONAL ITEMS (ATTIRE)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
INTERLOCAL AGREEMENT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OTHER SERVICES & CHARGES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
LOT CLEAN-UPS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TAX COLLECTION FEES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
WASTE COLLECTION FEES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
BEAUTIFICATION EXPENSES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
COUNTY LIBRARY	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
IT & SOFTWARE SERVICES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MISCELLANEOUS SERVICES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
REFUNDS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CONTRACTUAL SERVICES	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$100,000.00**	**$100,000.00**	**$100,000.00**	**$100,000.00**	**($100,000.00)**	**$0.00**

EXPENDITURES
RECREATION
DEPT # 550

DESCRIPTION	FYE 2025 ADOPTED BUDGET FY2024-25	FYE 2025 AMENDED BUDGET FY2024-25 (JUNE)	FYE 2025 YR TO DATE THRU 07/09/25	FYE 2025 REMAINING BALANCE	FYE 2026 ORIGINAL BUDGET REQUEST	FYE 2026 BUDGET REQUEST AFTER WS #1	FYE 2026 FINAL BUDGET AFTER WS #2	FYE 2026 FINAL BUDGET AFTER WS #3	FYE 2026 CHANGES AFTER BUDGET HEARING 9/8/2025	FYE 2026 FINAL BUDGET AFTER WORKSHOP 9/12/2025
CAPITAL OUTLAY - LAND	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAPITAL OUTLAY - **PARK**	$0.00	$0.00	$0.00	$0.00	$1,043,400.00	$1,043,400.00	$1,043,400.00	$1,043,400.00	**($1,043,400.00)**	**$0.00**
CAPITAL OUTLAY - _____	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAPITAL OUTLAY - _____	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAPITAL OUTLAY - _____	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAPITAL OUTLAY - _____	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAPITAL OUTLAY - _____	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAPITAL OUTLAY - VEHICLES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAPITAL OUTLAY - HEAVY EQUIPMENT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAPITAL OUTLAY - OFFICE EQUIPMENT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAPITAL OUTLAY - FURN. & FIXTURES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAPITAL OUTLAY	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$1,043,400.00**	**$1,043,400.00**	**$1,043,400.00**	**$1,043,400.00**	**($1,043,400.00)**	**$0.00**
	$0.00	**$0.00**	**$0.00**	**$0.00**	**$1,143,400.00**	**$1,143,400.00**	**$1,143,400.00**	**$1,143,400.00**	**($1,143,400.00)**	**$0.00**

EXPENDITURES TRANSFERS DEPT # 900 DESCRIPTION	FYE 2025 ADOPTED BUDGET FY2024-25	FYE 2025 AMENDED BUDGET FY2024-25 (JUNE)	FYE 2025 YR TO DATE THRU 07/09/25	FYE 2025 REMAINING BALANCE	FYE 2026 ORIGINAL BUDGET REQUEST	FYE 2026 BUDGET REQUEST AFTER WS #1	FYE 2026 FINAL BUDGET AFTER WS #2	FYE 2026 FINAL BUDGET AFTER WS #3	FYE 2026 CHANGES AFTER BUDGET HEARING 9/8/2025	FYE 2026 FINAL BUDGET AFTER WORKSHOP 9/12/2025
TRANSFERS OUT - DEBT SERVICE FUND	$630,541.00	$630,819.00	$630,819.00	$0.00	**$640,000.00**	$640,000.00	$640,000.00	$640,000.00	$0.00	$640,000.00
TRANSFERS OUT - CAPITAL PROJECTS FUND 1	$339,750.00	$339,750.00	**$1,098,750.00**	**($759,000.00)**	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TRANSFERS OUT - CAPITAL PROJECTS FUND 2	$0.00	$0.00	$0.00	$0.00	**$900,000.00**	$900,000.00	$900,000.00	$900,000.00	**($900,000.00)**	**$0.00**
TRANSFERS OUT - CAPITAL PROJECTS FUND 2	$0.00	$0.00	$0.00	$0.00	**$0.00**	$0.00	$0.00	$0.00	**$164,381.81**	**$164,381.81**
TRANSFERS OUT - _____	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TRANSFERS OUT - _____	$0.00	$0.00	$100.00	($100.00)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	$970,291.00	**$970,569.00**	**$1,729,669.00**	**($759,100.00)**	**$1,540,000.00**	**$1,540,000.00**	**$1,540,000.00**	**$1,540,000.00**	**($735,618.19)**	**$804,381.81**

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Submission ID: P21555324
Submission Date: 7/28/2026 6:37 AM
Status: PUBLISHED

Disclosure Categories

Voluntary Disclosure

Budget: FY 2026 Budget - City of Gluckstadt, MS, for the year ended 09/30/2025

Document

File	Period Date
FY 2026 Budget - City of Gluckstadt, MS.pdf	07/28/2026

Associated Securities

The following are associated with this continuing disclosure submission.

CUSIP-6	Issuer Name
37989C	CITY OF GLUCKSTADT, MISSISSIPPI

Total CUSIPs associated with this submission: 15

The disclosure will be published for the following securities.

CUSIP-9	Issue Description	Dated Date	Maturity Date	Coupon (%)
37989CAA8	GENERAL OBLIGATION BONDS SERIES 2023	06/30/2023	06/01/2024	6
37989CAB6	GENERAL OBLIGATION BONDS SERIES 2023	06/30/2023	06/01/2025	6
37989CAC4	GENERAL OBLIGATION BONDS SERIES 2023	06/30/2023	06/01/2026	6
37989CAD2	GENERAL OBLIGATION BONDS SERIES 2023	06/30/2023	06/01/2027	6
37989CAE0	GENERAL OBLIGATION BONDS SERIES 2023	06/30/2023	06/01/2028	6
37989CAF7	GENERAL OBLIGATION BONDS SERIES 2023	06/30/2023	06/01/2029	6
37989CAG5	GENERAL OBLIGATION BONDS SERIES 2023	06/30/2023	06/01/2030	6
37989CAH3	GENERAL OBLIGATION BONDS SERIES 2023	06/30/2023	06/01/2031	6
37989CAJ9	GENERAL OBLIGATION BONDS SERIES 2023	06/30/2023	06/01/2032	6
37989CAK6	GENERAL OBLIGATION BONDS SERIES 2023	06/30/2023	06/01/2033	5
37989CAL4	GENERAL OBLIGATION BONDS SERIES 2023	06/30/2023	06/01/2034	5
37989CAM2	GENERAL OBLIGATION BONDS SERIES 2023	06/30/2023	06/01/2035	5
37989CAN0	GENERAL OBLIGATION BONDS SERIES 2023	06/30/2023	06/01/2036	5
37989CAP5	GENERAL OBLIGATION BONDS SERIES 2023	06/30/2023	06/01/2037	5.125
37989CAQ3	GENERAL OBLIGATION BONDS SERIES 2023	06/30/2023	06/01/2038	5.125

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Obligated Person's Contact Information

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Submission ID: P21550295
Submission Date: 7/13/2026 11:11 AM
Status: PUBLISHED

Disclosure Categories

Rule 15c2-12 Disclosure

Audited Financial Statements or ACFR: FY 2025 Audit - City of Gluckstadt, MS, for the year ended 09/30/2025

Document

File	Period Date
FY 2025 Audit - City of Gluckstadt, MS.pdf	07/13/2026

Associated Securities

The following are associated with this continuing disclosure submission.

CUSIP-6	Issuer Name
37989C	CITY OF GLUCKSTADT, MISSISSIPPI

Total CUSIPs associated with this submission: 15

The disclosure will be published for the following securities.

CUSIP-9	Issue Description	Dated Date	Maturity Date	Coupon (%)
37989CAA8	GENERAL OBLIGATION BONDS SERIES 2023	06/30/2023	06/01/2024	6
37989CAB6	GENERAL OBLIGATION BONDS SERIES 2023	06/30/2023	06/01/2025	6
37989CAC4	GENERAL OBLIGATION BONDS SERIES 2023	06/30/2023	06/01/2026	6
37989CAD2	GENERAL OBLIGATION BONDS SERIES 2023	06/30/2023	06/01/2027	6
37989CAE0	GENERAL OBLIGATION BONDS SERIES 2023	06/30/2023	06/01/2028	6
37989CAF7	GENERAL OBLIGATION BONDS SERIES 2023	06/30/2023	06/01/2029	6
37989CAG5	GENERAL OBLIGATION BONDS SERIES 2023	06/30/2023	06/01/2030	6
37989CAH3	GENERAL OBLIGATION BONDS SERIES 2023	06/30/2023	06/01/2031	6
37989CAJ9	GENERAL OBLIGATION BONDS SERIES 2023	06/30/2023	06/01/2032	6
37989CAK6	GENERAL OBLIGATION BONDS SERIES 2023	06/30/2023	06/01/2033	5
37989CAL4	GENERAL OBLIGATION BONDS SERIES 2023	06/30/2023	06/01/2034	5
37989CAM2	GENERAL OBLIGATION BONDS SERIES 2023	06/30/2023	06/01/2035	5
37989CAN0	GENERAL OBLIGATION BONDS SERIES 2023	06/30/2023	06/01/2036	5
37989CAP5	GENERAL OBLIGATION BONDS SERIES 2023	06/30/2023	06/01/2037	5.125
37989CAQ3	GENERAL OBLIGATION BONDS SERIES 2023	06/30/2023	06/01/2038	5.125

Submitter's Contact Information

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Issuer's Contact Information

Obligated Person's Contact Information

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CITY OF GLUCKSTADT ACTIVE GRANTS											
REPORT: CITY CLERK'S OFFICE (GRANT ADMINISTRATION)											
NO.	DEPARTMENT	GRANT NAME & SOURCE	GRANT FUNDING YEAR	PURPOSE	AMOUNT	AWARDED	BREAKDOWN OF ITEMS REQUESTED	MATCH	STATUS	EXPENDED FUNDS TO DATE	REIMBURSEMENT TO DATE
1	POLICE	STATE AND LOCAL CYBER SECURITY GRANT PROGRAM	FY2022	CYBERSECURITY PROTECTION (CITY SYSTEMS)	$53,010.00	9/1/2025	$11,700.00 - CAP. OUTLAY EQUIPMENT (FIREWALL, POWER SUPPLY); $41,310.00 - CONTRACTUAL SERVICES: INTRUSION DETECTION/PREVENTION SOFTWARE	NONE	GRANT CLOSEOUT CONFIRMED BY MOHS 8/27/26; REMOVE FROM LIST IN NOVEMBER.	$50,382.71	$50,382.71
2	POLICE	MISSISSIPPI OFFICE OF HIGHWAY SAFETY: POLICE TRAFFIC SERVICES GRANT	FY2026	PERSONNEL & EQUIPMENT	$39,999.00	7/23/2025	$35,000.00 - PERSONNEL: SALARIES &OVERTIME; $45.OO - CONTRACTUAL SERVICES (SHIPPING); $4,954.00 - CAP. OUTLAY EQUIPMENT (VEHICLE OUTFITTING)	NONE	SEPTEMBER REPORT AND REIMBURSEMENT REQUEST DUE 10/14/26; PENDING CLOSEOUT OF FY26 GRANT.	$30,786.94	$24,701.49
3	POLICE	PATRICK LEAHY BULLETPROOF VEST PARTNERSHIP	FY2025	POLICE PROTECTION VESTS	$5,731.64	9/26/2024	$5,731.64 -CAPITAL OUTLAY EQUIPMENT (OFFICER, VESTS)	$2,865.82	$865.00 RIEMBURSEMENT RECEIVED, JUNE 2026	$3,628.00	$1.279.50
4	PUBLIC WORKS	FEDERAL HIGHWAY ADMINISTRATION: SURFACE TRANSPORTATION BLOCK GRANT (MDOT/LPA)	FY2024	CALHOUN STATION PKWY OVERLAY	$759,000.00	5/14/2024	CONSTRUCTION PHASE OF CALHOUN STATION PKWY OVERLAY PROJECT	$189,750.00	TRANSFER OF REMAINING FUNDS TO REIMBURSE GF IN THE AMOUNT OF $392,361.08 COMPLETED IN SEPT; CLOSE OUT OF BANK ACCT REQUESTED 10/9/26 NOW THAT TRANSFER HAS CLEARED AND BANK RECONCILIATION FOR SEPT. COMPLETED; REMOVE FROM LIST IN NOVEMBER.	$706,388.92	$496,063.09
5	POLICE / EMA	HOMELAND SECURITY GRANT PROGRAM	FY2025	MOBILE COMMAND TRAILER & GENERATOR	$30,000.00	10/1/2025	$30,000.00 - CAP. OUTLAY TRAILERS AND EQUIPMENT	NONE	GRANT CLOSEOUT CONFIRMED BY MOHS 9/15/26; REMOVE FROM LIST IN NOVEMBER.	$31,323.00	$30,000.00
6	POLICE	HOMELAND SECURITY GRANT PROGRAM	FY2025	POLICE EQUIPMENT (MOBILE RADIOS & CHARGERS)	$53,010.00	10/1/2025	$47,050.00 - CAP. OUTLAY EQUIPMENT; $1700.00 - SUPPLIES; $400.00 - CONTRACTUAL SERVICES	NONE	GRANT CLOSEOUT CONFIRMED BY MOHS 8/19/26; REMOVE FROM LIST IN NOVEMBER.	$50, 382.71	$47,971.30
7	PARKS/ PUBLIC WORKS	MISSISSIPPI OUTDOOR STEWARDSHIP TRUST FUND	FY2026	OUTDOOR RECREATION AND CONSERVATION (PARK ACQUISITION AND IMPROVEMENTS)	$1,527,592.50	1/13/2026	SUBMITTED FOR MUCK EXCAVATION, BANK STABILIZATION, EROSION CONTROL MEASURES, WALKING TRAILS, NATIVE PLANT RESORATION, KAYAK LAUNCH, PARKING LOT CONSTRUCTION	$169,732.50	PRELIMINARY ENGINEERING WORK STARTED; SECOND QUARTERLY REPORT DUE 10/15/26.	NONE TO DATE	NONE TO DATE

8	CITY ADMIN.	AMERICA 250 GRANT (LEGACY GRANT)	FY2026	CELEBRATION OF AMERICA'S SEMI-QUINCENTENNIAL ANNIVERSARY (250); LEGACY GRANT - PERMANENT HISTORICAL PROJECT	$20,000.00	12/22/2025	$20,000: GLUCKSTADT HISTORICAL PROJECT (DOCUMENTARY, HISTORY OF GLUCKSTADT)	$20,000 (50% MUST BE IN CASH, REMAINDER CAN BE IN-KIND)	INTERVIEW/ FILMING PHASE CONTINUES - BOARD AND GERMANFEST NEXT, THEN CHRISTMAS PARADE. FIRST INVOICE PAID IN AUGUST; ON SCHEDULE FOR DECEMBER CLOSEOUT.	$5,500.00	$18,000 INITIAL CHECK RECEIVED
9	ADMIN.	G.A. CARMICHEAL FAMILY HEALTH CENTER: MAYORAL HEALTH COUNCIL PROGRAM	FY2026	MAYORAL HEALTH COUNCIL	$6,000.00	10/14/2025	$6000.00 - HEALTH COUNCIL COORDINATOR & ACTIVITIES	NONE	ALL INVOICES FOR FY26 SUBMITTED; PENDING REIMBURSEMENT AND GRANT CLOSEOUT AS OF 9/30/26.	$5,975.00	$1,950.00
10	POLICE	BUREAU OF JUSTICE ASSISTANCE: JUSTICE ASSISTANCE GRANT	FY2024	EQUIPMENT & TECHNOLOGY	$13,816.30	7/8/2026	$13,816.30 - LAPTOPS (COMPATIBLE WITH CAD)	NONE	MODIFICATION FROM $13,816.30 TO $12,495.00 REQUESTED 8/15/26 AND GRANTED 8/21/26 DUE TO PRICE/QUOTE CHANGES; PO ISSUED 9/9/26 AND EQUIPMENT ORDERED FROM JACKSON COMMUNICATIONS, INC; MONTHLY REPORT DUE 10/14/26.	$12,495.00	NONE TO DATE
11	POLICE	MISSISSIPPI OFFICE OF HIGHWAY SAFETY: POLICE TRAFFIC SERVICES GRANT	FY2027	PERSONNEL & EQUIPMENT	$29,098.00	7/15/2026	$25,000 PERSONNEL - SALARIES & OVERTIME; $3,798 EQUIPMENT; $300 CONTRACTUAL	NONE	LK & SM ATTENDED MANDATORY TRAINING FOR NEW FY ON 9/17 AT DPS; FULLY EXECUTED FY27 AGREEMENT RECEIVED 9/18/26; NEW GRANT PERIOD STARTED 10/1/26.	$1,052.64	NONE AT THIS TIME
12	PARKS/ PUBLIC WORKS	BCBS PRIVATE GRANT, PARK DEVELOPMENT	FY2026	PARK DEVELOPMENT (PRIMARY), PLAYGROUND EQUIPMENT, ETC.	$2,331,907.00	5/6/2026	CITY PARK DEVELOPMENT; PLAYGROUND, SPLASH PAD, WALKING TRAILS, ETC.	NONE	BID PROCESS CLOSED FOR CONSTRUCTION OF PARK ON 10/2/26; AWAITING VENDOR AWARD SELECTION BY BCBS/ BOA ON 10/13/26.	NONE TO DATE	$2,331,907.00
13	PARKS/ PUBLIC WORKS	MDOT LPA GRANT	FY2026	INTERSECTION GEOMETRIC IMPROVEMENTS AND TRAFFIC SIGNAL MODIFICATIONS,(GLUCKSTADT RD/ DEES WAY AND CALHOUN STATION PKWY	TOTAL FOR PROJECT: $1,220, 000.000; LPA PORTION OF PROJECT IS $950,000.00	$760,000.00 FEDERAL MPO AWARDED	INTERSECTION GEOMETRIC IMPROVEMENTS AND TRAFFIC SIGNAL MODIFICATIONS,(GLUCKSTADT RD/ DEES WAY AND CALHOUN STATION PKWY	$190,000.00 MATCH TO COVER LPA PORTION; $270,000.00 OUT OF POCKET NOT COVERED BY GRANT MATCH = $460,000.00 (SPREAD OVER FY27-FY28)	PENDING NOTIFICATION OF PROJECT ACTIVATION FROM MDOT AS OF 9/30/26.	NONE TO DATE	NONE TO DATE

14	GENERAL ADMIN: EVENTS/ TOURISM	MDA/ VISIT MISSISSIPPI TOURISM DEVELOPMENT GRANT (EVENTS & FESTIVALS)	FY2027	FINANCIAL ASSISTANCE WITH TOURISM PROJECTS: EVENTS & FESTIVALS (PRIMARILY ADVERTISING & PROMOTION)	$5,000 - $10,000	$4,000.00	FINANCIAL ASSISTANCE WITH TOURISM PROJECTS: EVENTS & FESTIVALS (PRIMARILY ADVERTISING & PROMOTION)	50% OF FUNDS MUST BE USED TOWARD ADVERTISING / PROMOTION	NOTIFICATION OF AWARD RECEIVED 9/17/26; PENDING ACCEPTANCE 10/13 BY BOA AND SIGNATURE OF PAPERWORK BY MAYOR; (POs ISSUED FOR MCJ ADs, LAMAR ADVERTISING BILLBOARD ADs, I-55 - RECEIVED SPECIAL APPROVAL FROM GRANT PROJECT MGR PRIOR TO FORMAL ACCEPTANCE, DUE TO TIGHT TIMEFRAME)	$4,000.00	NONE TO DATE
15	PARKS/ PUBLIC WORKS	MDA/ SMALL MUNICIPALITIES AND LIMITED POPULATION COUNTIES GRANT PROGRAM (SMLPC)	FY2027	FINANCIAL ASSISTANCE WITH ECONOMIC DEVELOPMENT/ NON-ECONOMIC DEVELOPMENT IMPROVEMENTS/ DOWNTOWN IMPROVEMENTS (PAVILLION AND RESTROOM PHASE OF COMMUNITY PARK)	$1,000,000.00	TBD	FINANCIAL ASSISTANCE WITH ECONOMIC DEVELOPMENT/ NON-ECONOMIC DEVELOPMENT IMPROVEMENTS/ DOWNTOWN IMPROVEMENTS (PAVILLION AND RESTROOM PHASE OF COMMUNITY PARK); MINIMUM $800,000.00 ASK DUE TO PRELIMINARY CONSTRUCTION QUOTES FOR PHASE III OF PARK.	MATCH NOT REQUIRED, BUT MATCH COMMITMENTS RECEIVE PREFERENTIAL SELECTION IN COMPETITIVE REVIEW PROCESS; LK/CB RECOMMEND 15%-20% TO COMPETE.	REQUESTING BOA APPROVE APPLICATION AND MATCH ON 10/13/26 MEETING; APPLICATION DUE 10/30/26.	NONE TO DATE	NONE TO DATE

State of Mississippi

TATE REEVES
Governor

MISSISSIPPI DEVELOPMENT AUTHORITY
William V. Cork
Executive Director

September 17, 2026

Lindsay Kellum
City of Gluckstadt
343 Distribution Drive
Gluckstadt, MS 39110

Dear Lindsay Kellum,

The Mississippi Tourism Development Grant Review Committee has approved your application for the FY27 Tourism Development Grant - TDG0056 Germanfest 2026 in the amount of **$4,000**.

Please complete the following documents:

- Please go to the following link: www.dfa.ms.gov/vendors to submit your E-Paymode Acknowledgement form, W-9 Request for Taxpayer Identification Number and Minority Vendor Certification form.

- Please retype the enclosed grant acceptance form letter on your letterhead and send to Visit Mississippi within 10 business days. Also, please ensure all blank fields are completed.

You will receive your check or e-payment (Paymode) for the amount listed above once we receive your project clearance report. Also enclosed is a sample invoice that should be completed with the project clearance report. Please remember that a minimum of 50 percent of your grant must be used for advertising and marketing campaigns, which must include the Visit Mississippi logo. In-kind advertising will not be accepted. **Completed project reports must be received by Visit Mississippi within 45 days of the project's completion, but no later than July 15, 2027.**

It is the organization's responsibility to monitor the Visit Mississippi website for information, updates, deadlines, requirements and announcements related to current and future grant opportunities.

Please email tdgprogram@mississippi.org or contact Grace Hodanich at 601-359-9403 or Bevin Messer at 601-359-5752 should you have questions concerning your grant. We look forward to working with you on fulfilling your grant award.

Best regards,

Rochelle Hicks

Rochelle Hicks, Director
Visit Mississippi

RECEIVED
SEP 2
BY:

GRANT ACCEPTANCE FORM LETTER FOR TOURISM DEVELOPMENT GRANT – RETYPE THIS LETTER ON YOUR LETTERHEAD AND BE SURE TO FILL IN ALL THE BLANKS.

Please accept this letter as my confirmation of participation in the Mississippi Tourism Development Grant Program. I understand that my project, (NAME OF PROJECT), proposed for implementation by the (NAME OF GROUP RECEIVING GRANT), has been approved for a grant of $(TOTAL AMOUNT OF GRANT).

I am aware that all projects receiving a grant must adhere to the guidelines listed in the Grant Guidelines.

It is my understanding that we must abide by the project concepts as submitted, and the project must be completed by June 30, 2027. **Completed project reports must be received by Visit Mississippi within 45 days of the project's completion, but no later than July 15, 2027**, or the project may be rejected for funding. The report must include: any applicable samples of the completed project, tear sheets, tapes, photographs, broadcast affidavits, a project clearance report, one copy of all invoices, one copy (front and back to show cancellation) of all checks written to pay for the project and the signature of the president of the organization verifying the project has been completed. If invoices do not equal disbursements, eligible/applicable expenditures should be highlighted.

I further understand I will receive the full grant amount of ($ AMOUNT) after submission and approval of the final report outlined above. Please make checks payable to (NAME OF ORGANIZATION RECEIVING THE GRANT -- CONTACT PERSON -- AND ADDRESS). If the total spent is less than the estimated amount submitted, then the percentage agreed upon for the grant will be adjusted per the amount spent.

Sincerely,

MISSISSIPPI SMALL MUNICIPALITIES AND LIMITED POPULATION COUNTIES GRANT PROGRAM (SMLPC)

2026

GUIDELINES & IMPLEMENTATION MANUAL

COMMUNITY INCENTIVES DIVISION
MISSISSIPPI DEVELOPMENT AUTHORITY

501 North West Street ● Post Office Box 849 ● Jackson, Mississippi 39205-0849
Telephone (601) 359-3179

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SMALL MUNICIPALITIES AND LIMITED POPULATION COUNTIES GRANT PROGRAM

The Mississippi Small Municipal and Limited Population County Grant Program (“SMLPC”), administered by the Mississippi Development Authority (“MDA”), is designed for making grants to small municipalities and limited population counties or natural gas districts ("Eligible Applicants") to finance projects to promote economic growth in the State of Mississippi ("State"). Funding for grants to Eligible Applicants is derived from appropriations or funds otherwise made available by the Mississippi State Legislature.

The Small Municipalities and Limited Population Counties Grant Program is authorized under Section 57-1-18 et seq., MS Code, Annotated.

Eligibility

Eligible Applicants

Small municipalities, limited-population counties, and natural gas districts, as further defined below, are eligible to apply to MDA.

- Small Municipality – an incorporated municipality in the State of Mississippi with a population of ten thousand (10,000) or less according to the most recent federal decennial census at the time the application is submitted. The term "small municipality" also includes a "municipal historical hamlet" as defined in Section 17-27-5 of the Mississippi Code of 1972. (Municipal Historical Hamlet- means former city, town, or village with a population of less than six hundred (600) inhabitants)
- Limited Population County - means a county in the State of Mississippi with a population of thirty thousand (30,000) or less according to the most recent federal decennial census at the time the application is submitted.
- Natural Gas Districts - means districts created by law and meeting the same requirements as small municipalities.

NOTE: Census Designated Place (CDP's) on the official list (TIGERweb State-based Census Designated Place Files - Current) are not eligible.

Eligible Projects

The intent of the program is to stimulate growth and economic development in small communities throughout the State. MDA will prioritize applications that promote private sector permanent, non-construction job creation and/or retention and promote private sector capital investment.

Eligible projects for funding by SMLPC include the following as set forth in the *Eligible Projects* list:

- Highways, streets, roadways, bridges, sidewalks, and related infrastructure improvements
- Utilities and related infrastructure improvements
- Airfields, airports, and related infrastructure improvements
- Acquisition of equipment
- Acquisition of real property and development of real property, including, but not limited to, improvements on same
- Any other project determined to be eligible by MDA.

NOTE: All eligible projects must be *publicly owned*.

Priorities

Eligible projects must be publicly owned and adhere to program selection priorities set forth in the *Selection Priorities* list.

- Priority #1: Economic Development Improvements- Projects that include water, sewer, street and drainage improvements for the benefit of site development, industrial parks, business districts, tourism destinations, and projects that improve the competitiveness of a community.

- Priority #2: Downtown Improvements- Projects that improve the downtown areas including: sidewalks, lighting, façade improvements beautification improvements (i.e. waste receptacles, stop signs, street signs, landscaping, awnings, etc.), and other downtown improvements as approved by MDA.

- Priority #3: Non-economic development related water, sewer, street and drainage improvements.

- Priority #4: Purchase, construction or rehabilitation of public buildings to include town halls, libraries, police stations, fire stations, community centers, courthouses, and other publicly owned buildings as approved by MDA.

General Provisions

The maximum grant amount which may be awarded to any one applicant will be $1,000,000.

Each application will be evaluated on its own merit to meet the intent of the program. All projects must be related to MDA Eligible Priorities.

Match Preference

While *match is not a required component* of the application, preference will be given to those applicants with demonstrated match commitment in the competitive process. *If an applicant wishes to earn match preference points*, communities with a population of 3,500 or less will be required to have a minimum 10% match and communities with a population greater than 3,500 will be required to have a minimum 20% match.

Those with an actual cash match commitment consisting of either *local funds fully committed to the project or private development funds committed to the project will be awarded a fifteen (15) point preference*. Those who can demonstrate a *match amount through other project costs actually expended and covered by either public or private entity at the time of application may be awarded up to an additional ten (10) points* to the project score. Such other costs may include, but are not limited to, administrative, engineering, architectural, inspection, and legal costs. Such costs must have been expended within the past twelve (12) months prior to application submittal. *If an Eligible Applicant can clearly demonstrate additional funds (public or private) actually committed to the project at the time of application beyond the referenced match percentages, up to an additional five (5) points may be awarded to the project score*.

All match commitments must be demonstrated through documentation submitted at the time of application as set forth under the *Application Requirements* which require all documentation to be provided in Portable Document Format (pdf) via the web portal.

SMLPC funds may not be used for working capital, general expenditures, which would normally be covered under an Eligible Applicant's general operation budget, ad valorem taxes, or for project related soft costs such as administrative, engineering, architectural, inspection, legal, etc. SMLPC projects may not start prior to Grant Agreements being executed between the parties.

The SMLPC Program is a competitive program. As such, all funds awarded must be spent on activities within the scope of the original project description as stated in the grant application. Therefore, changes in scope will *not* be allowed.

Mississippi Employment Protection Act

Eligible Recipients must ensure that it and its contractors, subcontractors, and subrecipients are in compliance with the "Mississippi Employment Protection Act" through registration and participation in the "E-Verify System," the federal employment status verification system for all newly hired

employees. The Eligible Recipient will maintain all documentation showing compliance with this requirement and provide such upon request. Through this process, the Eligible Recipient will ensure that any person assigned to perform project services meets the employment eligibility requirements of all federal and state immigration laws.

Application Process

To apply for the Small Municipalities and Limited Population Counties Grant Program, a completed application that is submitted by an eligible applicant must include:

- The name, address, and contact information of the applicant and identification of how the applicant meets the requirements of being an Eligible Applicant.
- The name, company/firm, address, and contact information for any individual who assisted the Eligible Applicant in the preparation and submission of the application.
- The name and address of any benefiting entities, if different.
- A detailed description of the project and narrative explaining how it meets one of the eligible project categories set forth under the *Eligible Projects* and how it relates to one of the priorities of the *Selection Priorities*.
- The amount of required match funds and any other funding, public or private, that have been secured and that will be utilized exclusively for the project.
- Cost estimate for the project submitted by an engineer, architect, or appropriate official on their letterhead as a signed and stamped original
- Timeline for implementation and completion of project within (2) years of grant award.
- A proposed budget for the project completed on the MDA budget sheet which can be found on the MDA website

Eligible Applicants must provide at the time of application all supporting documentation in the Portable Document Format (pdf) via the web portal. No documents will be accepted once the submission deadline has passed and the portal is closed.
Among the documents which should be submitted are the following:

- Project maps, construction drawings, blueprints, and/or related project renderings
- Engineering documentation, which must be on the engineer's letterhead and with his/her stamp or seal and signature
- Executed copy of the local unit of government's resolution of authorization to apply for grant funds
- Executed copy of the local unit of government's resolution committing matching funds to the project (if applicable)
- Bank statements, financial commitment letters, loan documents, documentation of other grant funds, and related records documenting additional funds, if any, committed to completing the project
- Records of any property acquisitions, including, but not limited to, closing documents, offers to acquire property, and commitments to acquire property

- Documentation of public support for the project, including records of public hearings held, letters of support (including, but not limited to, public officials, local businesses, chambers of commerce, community organizations, associations, non-profit entities, and individual citizens), petitions, resolutions from public agencies and entities, and related documentation.

The Applicant must submit applications through the MDA SMLPC Application Portal and submit one complete electronic copy, including all supporting documentation to CIDprocessing@mississippi.org. All required attachments submitted must be clear and easy to read.

Application Submittal Period via the online portal: September 28th- October 30, 2026

Applications must be submitted via the MDA Application Portal.
No other application form will be accepted.

Application Submittal Portal Link: https://mdaportal.intake.horne.com/

Scoring and Approval Process

MDA will evaluate each application to determine if the project meets program criteria. Any application that does not contain information sufficient for review will *not* be considered for funding.

Following application review to determine eligibility, including that the applicant is an eligible applicant and that the project meets the SMLPC purpose, the application will be submitted to a scoring committee to be scored based on the following criteria:

Scoring Criteria	Point Range	Total Maximum Points
Priority 1	5-25	25
Priority 2	5-20	20
Priority 3	5-15	15
Priority 4	5-10	10
Match Commitment Made	15	15
Match of funds already expended on the project at the time of application	10	10
Additional funds above required match clearly demonstrated	5	5
Total Possible Points		100

Following the scoring process, MDA will make recommendations to the Governor of the State of Mississippi for funding.

Award Process

Once the Governor, or his/her designee, makes the final determinations regarding the awards, MDA will issue a binding agreement to be executed by the awarded Eligible Applicant for the specific project set forth in the application.

Any expenses incurred by Eligible Applicant prior to execution of the grant agreement will not be reimbursed by MDA from grant funds, except for those expenses specifically allowed by the Act.

The Eligible Applicant shall have two (2) years from the date of the award to spend the funds under SMLPC.

All funded projects are required to enter the construction phase within 12 months of the award date. Where construction has not begun within 12 months, the applicant must satisfactorily demonstrate why the project should be kept open, or the award may automatically be voided.

Procurement

Eligible Recipients and any benefiting party of the grant funds must adhere to and follow Mississippi state procurement laws, as found in Chapter 7 of Title 31 of the Mississippi Code and those regulations, procedures, and guidelines adopted by the Mississippi Department of Finance and Administration.

Minority and Women Owned Business Enterprises

The Mississippi Development Authority (MDA) encourages the maximum opportunity for increased participation by local Minority and Women-Owned Business Enterprises (MBE/WBE) in the procurement of goods and services. The Mississippi Development Authority Small and Minority Business Division at https://mmbr.mississippi.org and the Mississippi APEX Accelerator at https://msapexaccelertor.org can provide technical assistance with MBE/WBE outreach efforts.

Disbursement of Funds

SMLPC is a competitive program. All funds awarded must be spent on improvements within the scope of the original project description as stated in the grant application. No reimbursement will be allowed for any costs or expenses outside the scope of the project. Additionally, all funds will flow through the local unit of government or gas district.

MDA will release SMLPC program funds for services rendered, on a reimbursement basis, for approved eligible costs incurred for the project.

Recipients will have two (2) years from the date of the grant agreement to spend the SMLPC funds. Failure to implement and complete the project within that time frame may result in the agreement being voided and funds de-obligated.

Requests for Cash

SMLPC funds are requested by using the project specific Request for Cash (RFC) form provided for each awarded project. This form will be provided to the Grantee and/or their Grant Administrator once the executed grant agreement has been received by the MDA's Community Incentives Division (CID). The RFC form provides the necessary information about the recipient, project and budget, along with the required signatures to authorize the request. The form is pre-filled with the project's approved budget line items, municipality name and address assigned to the grantee provided DFA vendor number, and the MDA assigned project number. The costs reported must be equal to the amount requested and disbursed including any matching funds, which must be expended at a proportionate rate with the grant funds. In addition, adequate invoices and other certified documentation must be submitted with these forms and prior to approval of disbursement of funds. Completed RFC forms and supporting documentation must be submitted through the CID Smartsheet program using the Cash Request link provided to the Grantee and/or Grant Administrator. You must use this CID provided RFC form for your project- no additions or subtractions from the form should be made. If you require an additional copy of your project's Request for Cash form, please contact your CID program manager.

An Authorized Signatory Letter must be sent prior to or no later than with the *first* RFC and at any time there is a change in administration. The Authorized Signatory Letter will advise CID of the authorized signatories for the SMLPC project. If at any time there is a change in administration, a new authorized signatory letter must be submitted. Any RFC received with signatures other than those authorized by the signatory letter on file will be returned to the grantee for correction.

All forms submitted must be accurately completed or the request cannot be processed and will be returned to the recipient. Forms submitted with errors will delay the process and greatly impact the turnaround time for funds being released because all information must be verified and approved for payment prior to submission to the Department of Finance and Administration. According to State Statute, 45 days are allowed for the processing of cash requests. If after the 30th day payment has not been received, please contact the Program Manager to check on the status of your request.

Requests for Cash overlapping the State's fiscal year (June 30th) or the sub-recipient's fiscal year must be separated into two separate requests.

All requests for construction expenses must include an itemized invoice/pay application approved by the project engineer/architect.

Contract Modifications

The CID must approve all contract amendments, modifications or extensions prior to any action being taken by the grantee. SMLPC grant recipients must submit correspondence and documentation associated with the request signed under the original signature of the chief elected official or appointed executive officer, supporting the need for the change(s) or extension.

NOTE: CID must approve any changes to the original budget prior to local action. Failure to have approval may result in an ineligible activity, which may result in the repayment of grant funds to MDA.

Contract Extensions

Contract extensions past the two-year contract period may be requested, but requests must be made by the grantee's authorized signatory and must be accompanied by documentation from the project engineer/architect (for construction projects) with thorough justification as to why the project was not completed within the required two-year timeframe and must include the new timeline for completion in order to be considered.

CID will consider contract modification and extension requests submitted and issue a written decision to the grantee. If the request is granted, CID will provide an amendment to the grant agreement or other appropriate written modification, which must be executed by both the grantee and CID before the modification and/or amendment will be considered effective. No amendments, modifications, or extensions will be considered legally effective until the process is completed with executed amendments and/or modifications in place between the parties. Any action taken before the completion of this process will be considered a violation of the terms of the grant agreement and appropriate action will be taken, including, but not limited to, cancellation of the grant agreement and a demand for repayment of funds, if appropriate.

CID will *not* approve a complete change of scope after an award has been made. No approved applicant will be allowed to use excess funds to pay for the project costs not accounted for in the original project description. Additionally, if the recipients complete their project for less than the amount awarded, the excess funds can be requested to be used for additional project work if there is no change from the scope of the original project.

Reporting

CID will require quarterly reporting on the status of the SMLPC project. Reports shall include current progress on the project including: project milestones, any issues encountered, deviations from the original timeline submitted at application, narrative as to how the grantee intends to move the project forward in a timely manner, new project timelines as needed, any updates/progress of the project since the previous quarterly report, etc. Issues not accurately reported on the quarterly reports could jeopardize future requests for modifications, contract extensions and/or project funding. Any late reports may result in the return of any subsequent RFC submitted to CID.

Quarterly Report Due Dates**:** Quarterly reports will be due at the end of the month following the end of each calendar quarter.

Quarter 1 (January 1st through March 31st) due April 30th
Quarter 2 (April 1st through June 30th) due July 31st
Quarter 3 (July 1st through September 30th) due October 31st
Quarter 4 (October 1st through December 31st) due January 31st

Monitoring

Funds provided under the SMLPC are subject to audit by MDA, the Mississippi State Auditor, and other state agencies with such authority. Furthermore, CID will conduct periodic monitoring of SMLPC projects to ensure compliance with all laws, regulations, grant terms, performance metrics, and other applicable project goals and measures.

During the life of the project or at project completion, a CID compliance officer will contact the grantee to determine a date for the monitoring visit. CID Compliance will provide applicants with written notice at least seven (7) days in advance of said monitoring. MDA/CID reserves the right to conduct monitoring or auditing without notice upon reasonable suspicion of waste, fraud, or abuse involving state funds. All Eligible Applicants must fully cooperate with monitoring and auditing of the project, including, but not limited to, providing access to all books, records, documents, and information associated with the project, whether in written or electronic form, whether held by the grantee or by any entity in relationship to the grantee, such as grant administrators, benefitting businesses, banks, or other individuals or organizations.

CID will conduct a final monitoring and audit as part of the closeout process to ensure completion of the project within the scope set forth by the grant agreement, within the budget established by the grant agreement, and in compliance with all laws, regulations, grant terms, performance metrics, and other applicable project goals and measures.

Close-Out Process

Close-Out Packages bearing the original signatures of the designated signatory officials are due to CID within 30 days after completion of the project or 60 days from the termination date of the contract.

The close-out process encompasses a series of activities to verify that SMLPC funds have been properly spent and that the local sponsor has completed the elements of its project in a timely and acceptable manner.

The grant recipient must submit all financial, performance, and other reports required as a condition of the grant.

The tasks involved in closing out a grant include:

1. Resolution of all monitoring findings;
2. Submission of close-out report (one original copy); and
3. Submission of Certificate of Completion (one original signed copy)

The close-out process should begin when the following criteria have been met or will be met shortly.

1. All costs to be paid with program funds have been paid, including any unsettled third-party claims.
2. The recipient has fulfilled all its responsibilities under the Funding Agreement. This includes injection of all local cash and in-kind services, other State and/or Federal funding, all private investment, and job creation/retention (where applicable).
3. All performance metrics have been achieved and documented.
4. All final permits or licenses for the project have been secured.

Delays in completing the grant close-out can result in the denial of future requests with MDA.

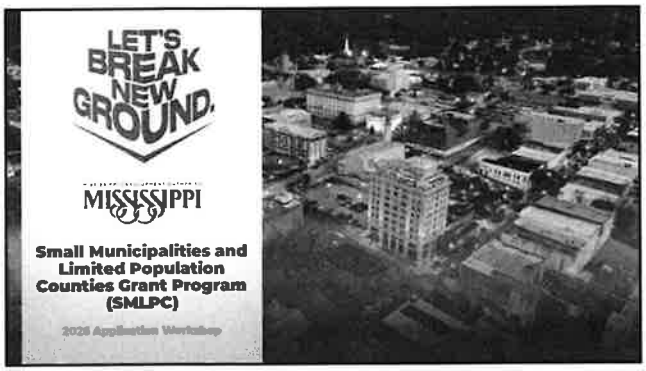
The close-out package must be fully executed by the grantee and submitted to CID along with an executed Certificate of Completion. It should be noted that incorrect and/or incomplete close-out packages will be returned for corrections and will significantly delay the closing of the grant.

File Maintenance

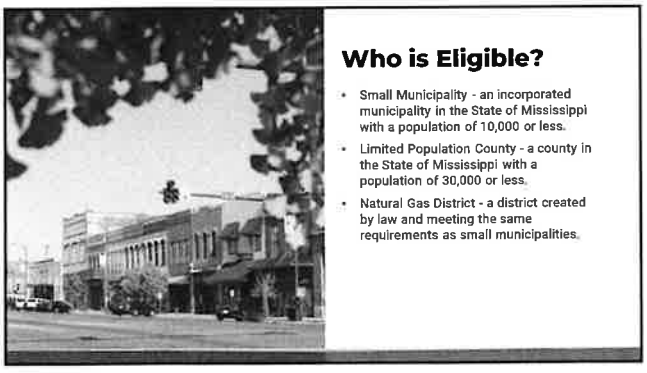
Maintaining an efficient filing system is critical to the administration and monitoring of your project. A successful monitoring experience hinges on the quality with which the local sponsor maintains its filing system and the ease of obtaining information from those files.

When establishing a file system, local sponsors should consider using two categories to set up their files: (1) grant files and (2) project files. The grant files should contain documentation and information that relate to the overall funding and administration of your project. The project files should contain specific documentation and information pertaining to the SMLPC project (such as design and construction of the project) and should be maintained for a minimum of five (5) years from grant closeout or for the period required as specified by governing regulations, whichever is greater.

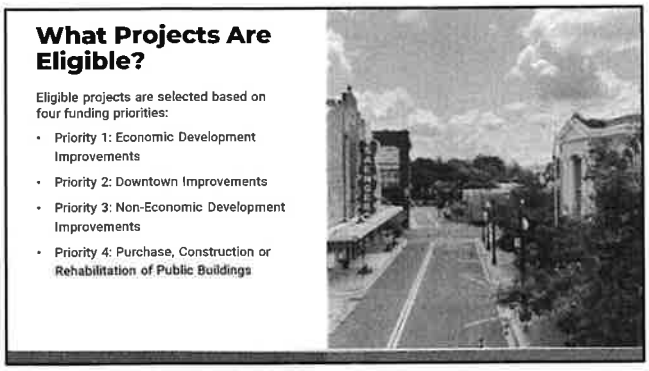
These guidelines may be amended by MDA at any time. MDA, at its discretion, may temporarily waive any requirement of the guidelines to the extent that the result of such waiver is to promote the public purpose of the Act and is not prohibited by State Law.


LET'S BREAK NEW GROUND.
MISSISSIPPI
Small Municipalities and Limited Population Counties Grant Program (SMLPC)
2026 Application Workshop

1


Who is Eligible?
• Small Municipality - an incorporated municipality in the State of Mississippi with a population of 10,000 or less.
• Limited Population County - a county in the State of Mississippi with a population of 30,000 or less.
• Natural Gas District - a district created by law and meeting the same requirements as small municipalities.

2


What Projects Are Eligible?
Eligible projects are selected based on four funding priorities:
• Priority 1: Economic Development Improvements
• Priority 2: Downtown Improvements
• Priority 3: Non-Economic Development Improvements
• Priority 4: Purchase, Construction or Rehabilitation of Public Buildings

3

Priority 1: Economic Development Improvements

Water, sewer, street and drainage improvements that benefit:

Site development
Business districts

Industrial parks
Tourism destinations

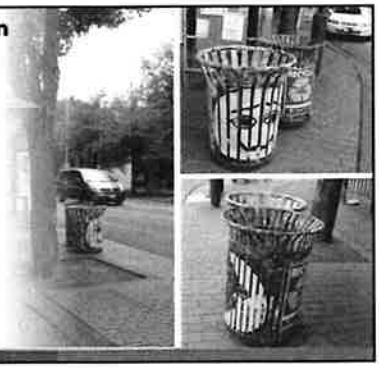
Projects that improve the competitiveness of a community

4

Priority 2: Downtown Improvements

Projects that improve downtown areas, including:

- Sidewalks
- Lighting
- Façade Improvements
- Beautification Improvements



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Priority 3: Non-Economic Development Improvements

Water

Sewer

Street

Drainage Improvements

6



Priority 4: Public Buildings

Purchase, construction or rehabilitation of public buildings, including:

- Town halls
- Libraries
- Police stations
- Fire stations
- Community Centers
- Courthouses
- Other publicly owned buildings as approved by MDA

7

Grant Award: Key Points

- Maximum grant award: $1 million per project.
- All projects must align with MDA-eligible priorities.
- Matching funds are not required, but applicants demonstrating a match commitment will receive preference during the competitive review process.
- The SMLPC Program is competitive.
- Grant funds must be used only for activities included in the original project scope submitted in the application.
- Changes to the approved project scope are not permitted.

8



Application Requirements

Applicants must provide:

- **Applicant information:** Name, address, contact information and documentation of eligibility.
- **Application assistance:** Name, firm, address and contact information for anyone who assisted in preparing or submitting the application.
- **Benefiting entities:** Name and address of any benefiting entities, if different from the applicant.
- **Project description:** Detailed description of the project, including how it meets an eligible project category and aligns with a selection priority.
- **Project funding:** Amount of matching funds and any other public or private funding secured exclusively for the project.

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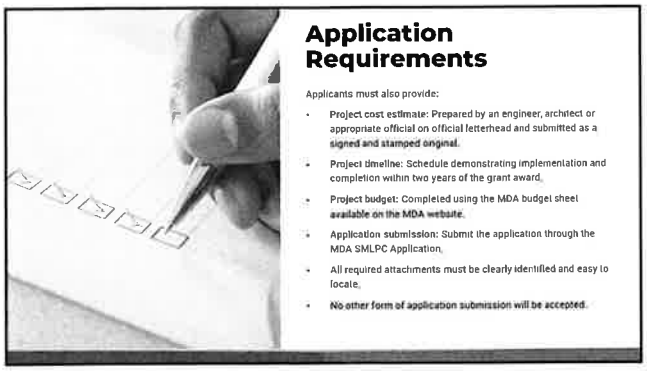
Application Requirements
Applicants must also provide:
Project cost estimate: Prepared by an engineer, architect or appropriate official on official letterhead and submitted as a signed and stamped original.
Project timeline: Schedule demonstrating implementation and completion within two years of the grant award.
Project budget: Completed using the MDA budget sheet available on the MDA website.
Application submission: Submit the application through the MDA SMLPC Application.
All required attachments must be clearly identified and easy to locate.
No other form of application submission will be accepted.

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Application Period and Submission Portal
Application Period
September 28–October 30, 2026
Application Portal
MDA SMLPC Application Portal
(https://mdaportal.intake.horne.com/)

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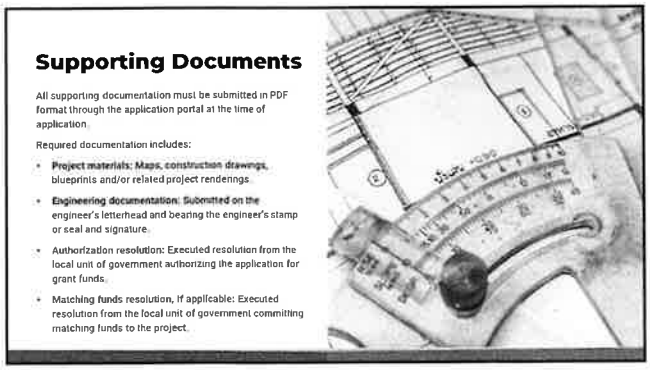
Supporting Documents
All supporting documentation must be submitted in PDF format through the application portal at the time of application.
Required documentation includes:
Project materials: Maps, construction drawings, blueprints and/or related project renderings.
Engineering documentation: Submitted on the engineer's letterhead and bearing the engineer's stamp or seal and signature.
Authorization resolution: Executed resolution from the local unit of government authorizing the application for grant funds.
Matching funds resolution, if applicable: Executed resolution from the local unit of government committing matching funds to the project.

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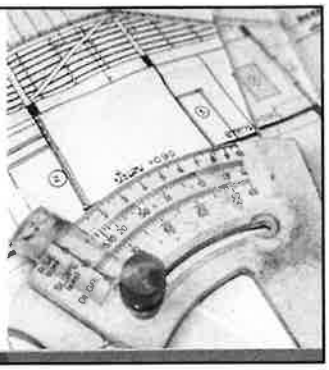
Supporting Documents Continued

Additional supporting documentation may include:

- **Funding documentation:** Bank statements, financial commitment letters, loan documents, documentation of other grant funds and related records showing additional funds committed to the project, if applicable.
- **Property acquisition records:** Closing documents, offers to acquire property, commitments to acquire property and other related documentation.
- **Public support:** Documentation demonstrating public support for the project, including public hearing records, letters of support, petitions and resolutions from public agencies and entities.



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Scoring and Approval Process

1. ELIGIBILITY REVIEW
   Each application is reviewed to ensure the project meets program criteria.
2. COMPLETENESS REVIEW
   Applications that do not contain sufficient information for review will not be considered for funding.
3. COMMITTEE SCORING
   Eligible applications are submitted to the committee for scoring.
4. FUNDING RECOMMENDATION
   Once scoring is complete, eligible applications are submitted to the Governor for funding recommendation.

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Scoring and Approval Process

Scoring Criteria	Point Range	Total Maximum Points
Priority 1	5 - 25	25
Priority 2	5 - 20	20
Priority 3	5 - 15	15
Priority 4	5 - 10	10
Match Commitment Made	15	15
Match of funds already expended on the project at the time of application	10	10
Additional funds above required match clearly demonstrated	5	5
Total Possible Points		100

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Award Process

- **Grant agreement:** Projects approved for funding by the Governor's Office will be issued a grant agreement.
- **Project scope:** MDA will not approve a complete change in project scope after an award is made.
- **Reimbursement:** Expenses incurred before execution of the grant agreement will not be reimbursed, except for expenses specifically allowed.
- **Two-year deadline:** Grant funds must be expended within two years of the award date or may be deobligated.
- **Construction deadline:** Funded projects must enter the construction phase within 12 months of the award date or the award may be automatically voided.

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Procurement Requirements

- **State procurement laws:** Grant recipients and any parties benefiting from grant funds must comply with Mississippi state procurement laws.
- **MBE/WBE participation:** MDA encourages maximum opportunities for participation by local minority and women-owned business enterprises (MBE/WBE) in the procurement of goods and services.
- **Technical assistance:** The MDA - Minority and Small Business Development Division and Mississippi APEX Accelerator can provide technical assistance with MBE/WBE outreach efforts.



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Procurement Resource Links

- MDA - Minority and Small Business Development Division
  https://mmbr.mississippi.org
- Mississippi APEX Accelerator
  https://msapexaccelerator.org



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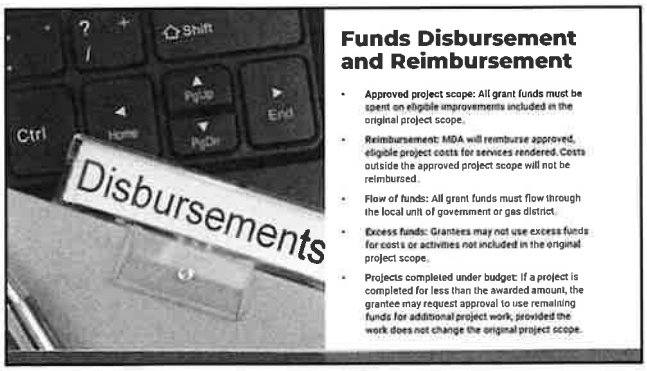

Funds Disbursement and Reimbursement

- **Approved project scope:** All grant funds must be spent on eligible improvements included in the original project scope.
- **Reimbursement:** MDA will reimburse approved, eligible project costs for services rendered. Costs outside the approved project scope will not be reimbursed.
- **Flow of funds:** All grant funds must flow through the local unit of government or gas district.
- **Excess funds:** Grantees may not use excess funds for costs or activities not included in the original project scope.
- **Projects completed under budget:** If a project is completed for less than the awarded amount, the grantee may request approval to use remaining funds for additional project work, provided the work does not change the original project scope.

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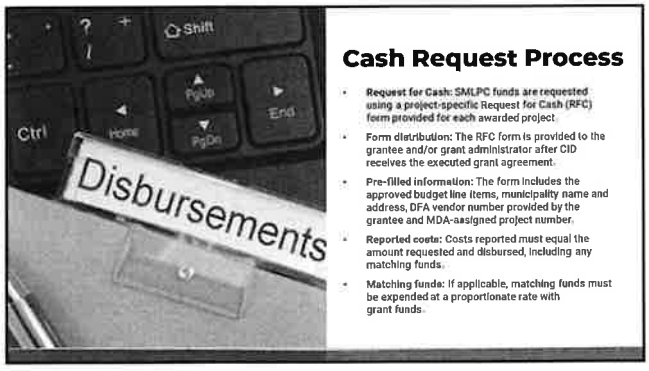

Cash Request Process

- **Request for Cash:** SMLPC funds are requested using a project-specific Request for Cash (RFC) form provided for each awarded project.
- **Form distribution:** The RFC form is provided to the grantee and/or grant administrator after CID receives the executed grant agreement.
- **Pre-filled information:** The form includes the approved budget line items, municipality name and address, DFA vendor number provided by the grantee and MDA-assigned project number.
- **Reported costs:** Costs reported must equal the amount requested and disbursed, including any matching funds.
- **Matching funds:** If applicable, matching funds must be expended at a proportionate rate with grant funds.

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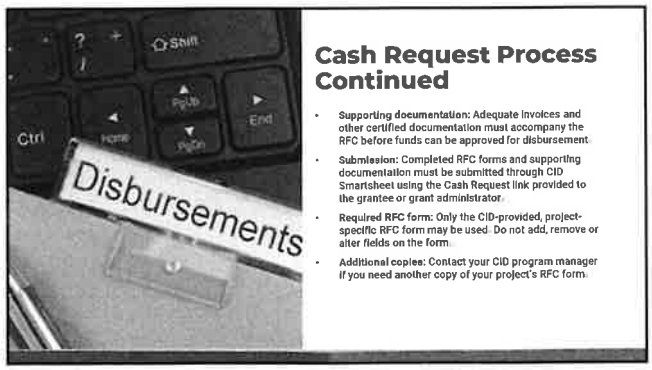

Cash Request Process Continued

- **Supporting documentation:** Adequate invoices and other certified documentation must accompany the RFC before funds can be approved for disbursement.
- **Submission:** Completed RFC forms and supporting documentation must be submitted through CID Smartsheet using the Cash Request link provided to the grantee or grant administrator.
- **Required RFC form:** Only the CID-provided, project-specific RFC form may be used. Do not add, remove or alter fields on the form.
- **Additional copies:** Contact your CID program manager if you need another copy of your project's RFC form.

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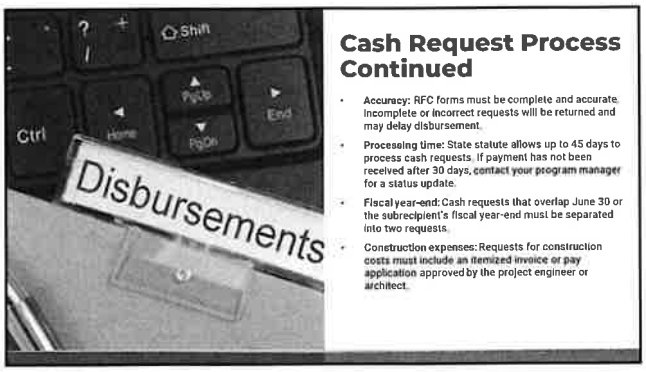

Cash Request Process Continued

- **Accuracy:** RFC forms must be complete and accurate. Incomplete or incorrect requests will be returned and may delay disbursement.
- **Processing time:** State statute allows up to 45 days to process cash requests. If payment has not been received after 30 days, contact your program manager for a status update.
- **Fiscal year-end:** Cash requests that overlap June 30 or the subrecipient's fiscal year-end must be separated into two requests.
- **Construction expenses:** Requests for construction costs must include an itemized invoice or pay application approved by the project engineer or architect.

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Contract Modifications

- **Prior approval required:** Grantees must obtain CID approval before taking any action on contract amendments, modifications or extensions.
- **Documentation:** Requests must include supporting correspondence and documentation signed by the chief elected official or authorized signatory explaining the need for the proposed change or extension.
- **Failure to obtain approval:** Taking action before receiving CID approval may result in the activity being deemed ineligible and could require repayment of grant funds to MDA.

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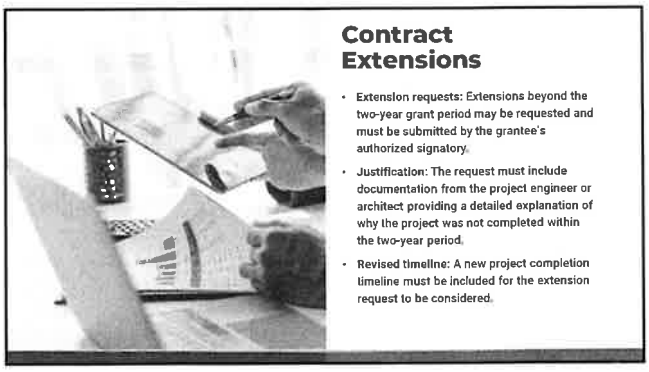

Contract Extensions

- **Extension requests:** Extensions beyond the two-year grant period may be requested and must be submitted by the grantee's authorized signatory.
- **Justification:** The request must include documentation from the project engineer or architect providing a detailed explanation of why the project was not completed within the two-year period.
- **Revised timeline:** A new project completion timeline must be included for the extension request to be considered.

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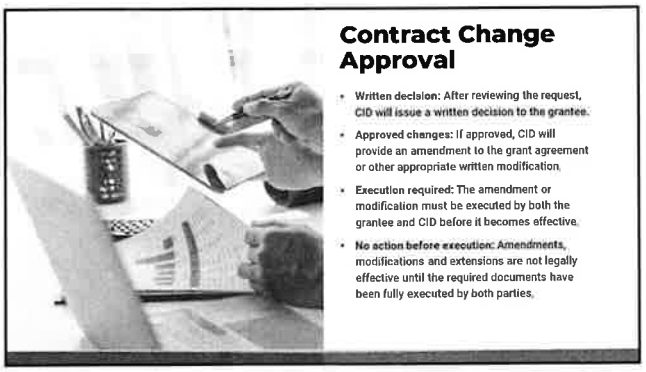
Contract Change Approval
Written decision: After reviewing the request, CID will issue a written decision to the grantee.
Approved changes: If approved, CID will provide an amendment to the grant agreement or other appropriate written modification.
Execution required: The amendment or modification must be executed by both the grantee and CID before it becomes effective.
No action before execution: Amendments, modifications and extensions are not legally effective until the required documents have been fully executed by both parties.

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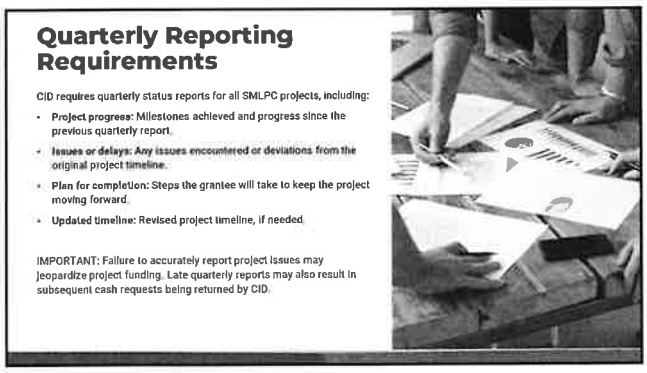
Quarterly Reporting Requirements
CID requires quarterly status reports for all SMLPC projects, including:
Project progress: Milestones achieved and progress since the previous quarterly report.
Issues or delays: Any issues encountered or deviations from the original project timeline.
Plan for completion: Steps the grantee will take to keep the project moving forward.
Updated timeline: Revised project timeline, if needed.
IMPORTANT: Failure to accurately report project issues may jeopardize project funding. Late quarterly reports may also result in subsequent cash requests being returned by CID.

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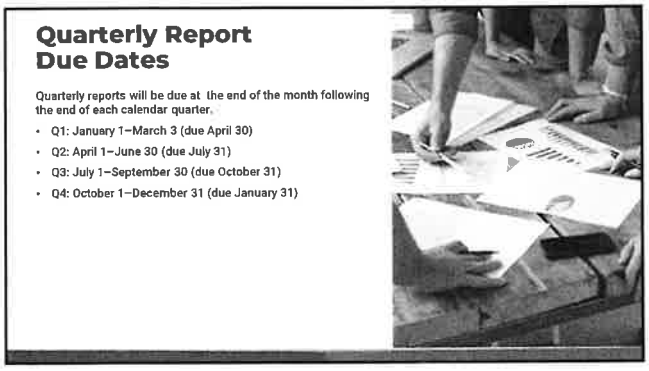
Quarterly Report Due Dates
Quarterly reports will be due at the end of the month following the end of each calendar quarter.
Q1: January 1–March 3 (due April 30)
Q2: April 1–June 30 (due July 31)
Q3: July 1–September 30 (due October 31)
Q4: October 1–December 31 (due January 31)

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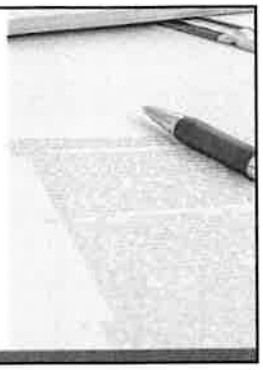
Compliance Monitoring

CID will conduct periodic monitoring of SMLPC projects to ensure compliance with:

- Applicable laws and regulations
- Grant terms and conditions
- Established performance metrics
- Other applicable project goals and measures



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Compliance Monitoring: Scheduling

- Scheduling: A CID compliance officer will contact the grantee to schedule a monitoring visit.
- Advance notice: CID will provide at least seven days' written notice before a scheduled monitoring visit.
- Unannounced monitoring: CID reserves the right to conduct monitoring or audits without advance notice when there is reasonable suspicion of waste, fraud or abuse involving state funds.
- Final monitoring: As part of the closeout process, CID will conduct a final monitoring and audit to verify the project was completed within the scope and budget established in the grant agreement.



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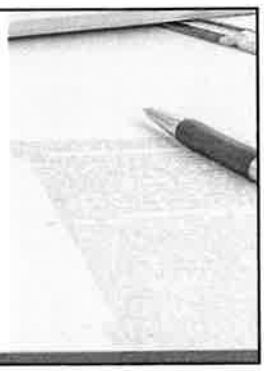
Compliance Monitoring: Grantee Responsibilities

Grantees must fully cooperate with all project monitoring and auditing activities, including:

- Project records: Provide access to all books, records, documents and other information related to the project.
- Requested information: Provide information in written or electronic format, as requested by CID.
- Third-party records: Provide requested records from entities associated with the project, including grant administrators, benefiting businesses, financial institutions and other individuals or organizations.



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Closeout Requirements

- **Submission deadline:** The closeout package, bearing the original signatures of designated signatory officials, must be submitted to CID within 30 days of project completion or 60 days of the grant agreement termination date.
- **Complete and accurate submission:** Incomplete or incorrect closeout packages will be returned for correction and may significantly delay grant closeout.
- **Closeout review:** CID will verify that SMLPC funds were properly expended and that the project was completed in a timely and acceptable manner within the approved scope.
- **Required reports:** Grantees must submit all required financial, performance and other reports as a condition of the grant.
- **Future funding:** Delays in completing the closeout process may affect eligibility for future MDA funding.

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Closeout Process

GRANT CLOSING TASKS

- Resolve all monitoring findings
- Submit the Closeout Report — one original copy
- Submit the Certificate of Completion — one original signed copy

CLOSEOUT CRITERIA

- Before the grant can be closed:
- All project costs must be paid, including any outstanding third-party claims.
- The grantee must fulfill all responsibilities under the Funding Agreement, including required local cash and in-kind contributions, other state or federal funding, private investment and job creation or retention, as applicable.
- All performance metrics must be achieved and documented.
- All required final permits and licenses must be secured.

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File Maintenance

For efficient project administration and monitoring, records should be maintained in two separate files:

1. GRANT FILE
   Contains documentation related to the overall funding and administration of the project.
2. PROJECT FILE
   Contains project-specific documentation, including materials related to project design and construction.

RECORD RETENTION

Grant and project files must be maintained for a minimum of five years after grant closeout or for the period required by applicable regulations, whichever is longer.

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QUESTIONS?

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36

CITY OF GLUCKSTADT

MISSISSIPPI

PLANNING AND ZONING ADMINISTRATOR

MEMORANDUM

TO: Mayor & Board of Aldermen

FROM: Caine Dearman, Planning and Zoning Administrator

DATE: 10/13/26

SUBJECT: Planning and Zoning-Update

We only have one submission for your consideration tonight. We did have the ARC and PNZ meetings in September, and the minutes are attached for your consideration. The Baseball facility is making great progress and recommend you go see the fields taking shape. I was able to tour the Candlewoods Hotel here recently and it is really coming together. As they get further along, the Owners would like for the Mayor and Board to come take a tour. We will schedule that in the next couple of months.

Also, I am pleased to inform you that I have passed the Certified Floodplain Manager test. I am now a CFM as requested upon my hiring.

The PNZ and Building departments had a total of 12 new permits and/or submissions with total fees in the amount of $2,220.00 as of September 30th, 2026. Permit log showing the new entries are attached for your review.

October 2026 - MBOA Permit Log							
	Type	Street Number	Street Name	Applicant	Contractor	Applied Date	Fees
1	Sign	1027	GLUCKSTADT ROAD	PACIFIC BELLS, LLC	LSI GRAPHICS, LLC	9/29/2026	$ 270.00
2	Electical Commercial	230	OLD JACKSON RD	CMU - Utility Co - No Fee needed	CONTROL SYSTEMS, INC	9/29/2026	$ -
3	Sign	102	DEES DRIVE	ELIZA JAMES	ASH SIGNS dba BUDGET SIGNS	9/28/2026	$ 90.00
4	Electical Commercial	105	HAZELTON CV	LDBSEAD LLC SEAN DODDS	HOMEAID CONSTRUCTION, LLC	9/25/2026	$ 112.00
5	Re-Roof	101	GREER CT	SANDI SHIFLETT	HIGH AND DRY ROOFING & CONST	9/23/2026	$ 50.00
6	Sign	119	OFFICE PARK DRIVE	GENESIS HOMECARE AGENCY	SIGNMARK, INC	9/23/2026	$ 60.00
7	Sign	119	OFFICE PARK DRIVE	ROOFRX MS	SIGNMARK, INC	9/23/2026	$ 60.00
8	Food Truck Renewal	137	YANDELL RD	BROTHERS ALMANZA		9/21/2026	$ 250.00
9	Accessory Residential	111	MARSHAS WAY	BRANDON CROWDER	BACKYARD STORAGE SOLUTIONS, L	9/18/2026	$ 57.00
10	Sign	286	CALHOUN STATION PKWY	FMOL HEALTH	MITCHELL SIGNS	9/14/2026	$ 180.00
11	Addition Commercial	108	AULENBROCK DRIVE	GENE AND DEVINVIA KREUZ	SUMRALL HOMES, LLC	9/2/2026	$ 514.00
12	Remodel Commercial	547	CHURCH RD	DOWN SOUTH BAR B GRILL		9/1/2026	$ 577.00
							$ 2,220.00

09/01/2026 thru 09/30/2026 - TOTAL $2,220.00

Regular Meeting of the Architectural Review Committee
of the City of Gluckstadt, Mississippi
Tuesday, September 15, 2006, at 3:00 PM

Minutes

The business of this meeting with Committee Members Melanie Greer, Lee Sahler and Kayce Saik were as follows:

1. Chairman Kayce Saik called the meeting to order; Melanie Greer and Lee Sahler were present.
2. Kayce Saik gave the opening Prayer with Melanie Greer gave the Pledge of Allegiance.
3. **Consideration of Minutes**:
   Melanie Greer gave the motion to approve the minutes of August 18, 2026, regular meeting as presented. Lee Sahler seconded the motion with all members voting "AYE" the motion carried.
4. **New Business**
   A) Architectural Review of Kayo Center – Middle Section of Development. Mr. Sahler recused himself from this vote.
      1. Mr. Dearman presented the Committee with the site plan amendment for the middle section of the Kayo Center development. The project meets the Architectural guidelines. There are a few elevations that will need to be addressed with more interruptions once they have a tenant and know how the interior will layout. The board recommended additional landscaping could address these concerns. Melaine Greer made the motion to approve the project at presented with the change in material and additional landscaping. Kayce Saik seconded the motion with all members of the
      "AYE" the motion carried.

5. **Old Business**
   A) Review of Text Amendments to Architectural Standards
      1. Caine Dearman discussed possible revisions and additional recommendations with the board. No action was taken.
6. **Public Comment**
   No members of the public signed up to address the board.

7. **Next Meeting**
   1. Next Regular Meeting – October 27, 2026, at 3:00 PM City Hall
8. **Adjourn**
   Melanie Greer made the motion to adjourn the meeting. Lee Sahler seconded the motion with both members voting "AYE" the motion carried.

WITNESS OUR HANDS, this the _____ day of _____,2026

_____
KAYCE SAIK, Chairman

_____
MELANIE GREER, Vice Chairman

**MINUTES OF THE SPECIAL CALLED MEETING
OF THE PLANNING AND ZONING COMMISSION
OF THE CITY OF GLUCKSTADT, MISSISSIPPI**

A special called meeting of the Planning and Zoning Commission of the City of Gluckstadt, Mississippi ("the Board"), was duly called, held, and conducted on Tuesday, September 29, 2026, at 6:00 p.m. at Gluckstadt City Hall, 343 Distribution Drive, Gluckstadt, Madison County, Mississippi. The purpose of the meeting was to approve the minutes of the July meeting, the payment of bills for the month of July 2026, and to conduct normal monthly business. The Waiver of Notice of Special Meeting and Notice of Special Meeting are attached here to as Exhibit "A."

The following members were present, to-wit:

Melanie Greer
Patrick Beasley
Lauren Bishop
Andrew Duggar
Phillips King

Absent:

Katrina B. Myricks
Kayce Saik

Also present:

Zachary L. Giddy, City Attorney
Caine Dearman, Chris Buckner, and Christian Hall, City of Gluckstadt

Chairman Melanie Greer called the meeting to order. Roll was called and it was announced that a majority of the voting members of the Board were present, and that said number constituted a quorum.

Bridgette Smith opened the meeting with prayer and Chairman Melanie Greer led the Pledge of Allegiance.

All members of the Board present acknowledged receipt of the agenda and the agenda was as follows:

1. Call to Order

2. Opening Prayer and Pledge of Allegiance

3. Consideration and Approval of Minutes

A) Consideration of Minutes-Regular Meeting July 28, 2026

4. New Business

A) Consideration of Site Plan Amendment-Kayo Center

5. Old Business

6. Public Comment

7. Next Meeting

A) Next Regular Meeting-October 27th, 2026

8. Adjourn

The Board considered the Minutes of the July 28, 2026, regular meeting. Commissioner Patrick Beasley moved to approve the minutes presented as written with no corrections. The motion was seconded by Commissioner Andrew Duggar and approved unanimously by all present Commissioners. The Chairman declared the motion carried.

NEW BUSINESS

Site Plan Amendment
Kayo Center

The Board next considered the amended site plan submitted by JLS Construction for an addition of six new retail buildings at the subject property located at Kayo Place/Calhoun Station in the City of Gluckstadt and identified by Tax Parcel Number 082E-21-004/01.03. Mr. Caine Dearman presented Commissioners with the site plan and discussed the same. Mr. Dearman advised that two detention ponds, parking is sufficient with spaces being 10’ x 20’ and recommend addition of pedestrian cross walk striping On motion by Commissioner Phillips King and seconded by Commissioner Lauren Bishop, the Board present voted unanimously to recommend to the Mayor and Board of Aldermen that they approve the site plan contingent on pedestrian crosswalk striping being added at intersections of sidewalks and street crossings. The Chairman declared the motion carried.

OLD BUSINESS

None.

PUBLIC COMMENT

None.

NEXT MEETING

Next Regular Meeting-October 27th, 2026.

There was no further business to be presented.

ADJOURN

Commissioner Phillips King moved that the meeting be adjourned. The motion was seconded by Commissioner Patrick Beasley and approved unanimously by all present Commissioners. The Chairman declared the Motion carried.

WITNESS OUR HANDS, this the _____day of _____, 2026.

_____
MELANIE GREER, Chairman

_____
KAYCE SAIK, Vice Chairman/Secretary

CITY OF GLUCKSTADT

MISSISSIPPI

PLANNING AND ZONING ADMINISTRATOR

MEMORANDUM

TO: Mayor & Board of Aldermen

FROM: Caine Dearman, Planning and Zoning Administrator

DATE: 10/13/26

SUBJECT: Consideration of Site Plan Amendment-Project 26-016 Kayo Center

Kayo Center presents a site plan amendment for their development on Kayo Drive. JAM Athletics has been completed in the back with West of 55 and Crafted 81 under construction along Calhoun Station. The center portion of the development has been reimagined with 6 new buildings, so we requested they submit a site plan amendment. The new plan will tie the entire development together with beautifully designed buildings and landscaping making this a true pedestrian scale development. They've included the required sidewalks along Calhoun Station and Kayo Drive. The uses will range from retail to office space. This amendment includes two detention areas, and the City Engineer has approved those calculations. The entire development will have 212 parking spaces, which meets our requirements, and all the drives are very wide making each building very accessible.

We did present this amendment to the ARC Committee and PNZ Commission. Both advisory boards recommended approval of this site plan amendment. PNZ did point out the need to add crosswalk striping. We will be sure that is included in the permit drawings. Designer is here to answer any questions you may have.

KAYO CENTER (REVISED)

OWNER'S CERTIFICATE

State of Mississippi County of Madison

i, the Owner, as listed heron below, do hereby certify that we are the Owner of the land described in the foregoing certificate of Colin L. Baird, Registered Professional Land Surveyor, and that it has caused the same to be subdivided and platted as shown hereon, and has designated the same as Kayo Center, and hereby adopts this plat of subdivision as its free act and deed.

Witness my signature on this the ____ day of _____, 2026.

_____
Lee Sahler, President of Sahler Brothers, LLC

CERTIFICATE OF COMPARISON

State of Mississippi County of Madison

We, Ronny Lott, Chancery Clerk and Colin L. Baird, Registered Professional Land Surveyor, do hereby certify that we have carefully compared this plat of Kayo Center, with the original thereof, as made by the said Colin L. Baird, Registered Professional Land Surveyor, and find it to be a true and correct copy of said map or plat.

Given under my hand and seal of office on this the _____day of _____, 2026.

_____ _____
Registered Professional Land Surveyor Chancery Clerk

CERTIFICATE OF ACKNOWLEDGEMENT

State of Mississippi County of Madison

Personally appeared before me, the undersigned Owner, who acknowledged to me that as Owner they signed and delivered this plat and certificate thereon as their own act and deed on the day and year mentioned, and that Colin L. Baird, Registered Professional Land Surveyor, who acknowledged to me that he executed this plat and the certificates thereon as his own act and deed, on the day and year mentioned.

Given under my hand and seal of office on this the ____ day of _____, 2026

_____ _____
My Commission Expires Notary Public

CERTIFICATE OF CITY'S APPROVAL

State of Mississippi City of Gluckstadt County of Madison

I, Walter C. Morrison, IV, Mayor of the City of Gluckstadt, do hereby certify that this plat was approved and accepted by the Mayor and Board of Alderman of the City of Gluckstadt, Mississippi, at their meeting on the _____ day of _____, 2026.

Witness our signatures this the _____day of _____, 2026.

_____ _____
Mayor City Clerk

_____
City Engineer

CERTIFICATE OF FILING AND RECORDATION

State of Mississippi County of Madison

I, Ronny Lott, Clerk of the Chancery Court in and for said County and State, do hereby certify that the Final Plat of Kayo Center was filed for record in my office on this the ____day of _____, 2026, and was duly recorded in Plat Book _____, Page_____ of the records of maps and plats of land of the Madison County, Mississippi.

Given under my hand and seal of office on this the _____day of _____, 2026.

_____
Chancery Clerk

SURVEYOR'S CERTIFICATE OF COMPLIANCE WITH SUBDIVISION REGULATIONS

State of Mississippi County of Madison

I hereby certify that the monuments and markers shown hereon are in place on the ground and the plan and plat shown and described hereon area true and correct representation of a survey to the accuracy designated in the Subdivision Regulations for the City of Gluckstadt, Madison County,

Witness our signatures this the _____day of _____, 2026.

_____
Registered Professional Land Surveyor

CITY PLANNING AND PUBLIC WORKS DIRECTOR'S APPROVAL

State of Mississippi City of Gluckstadt County of Madison

We have examined this plat and find that it conforms to all conditions set forth on the preliminary plat as approved by the Mayor and Board of Aldermen and thus recommend final approval.

_____ _____
Planning and Zoning Administrator Public Works Director

Basis of Bearing: the bearings on this plat are based on and referenced to the Mississippi State Plane Coordinate System Grid North (NAD83–West Zone) as derived using RTK GPS observations using Cors Stations MSJK and MSYZ.
Convergence Angle = N 00°07'25" W
Combined Factor = 0.99994187388280 (Ground to Grid)
(Computed at N=1099096.342, E=2367387.178)

DATE DRAWN: January 15, 2026.

1) PROPERTY IS ZONED C–2 (HIGHWAY COMMERCIAL DISTRICT), PER MADISON COUNTY ZONING ORDINANCE.
2) SETBACKS:
   FRONT – 35 feet from a street right–of–way line.
   SIDE – 5 feet (50 feet aduting Residential)
   REAR – 5 feet (50 feet aduting Residential)
3) SUBJECT PROPERTY IS LOCATED IN ZONE "X" AS DETERMINED BY FIRM NO. 28089 C 415G, MADISON COUNTY, REVISION DATE – JANUARY 17, 2025

REGISTERED PROFESSIONAL SURVEYOR'S CERTIFICATE

State of Mississippi County of Madison

I, Colin L. Baird, Registered Professional Land Surveyor, do hereby certify that at the request of the Owners, I have subdivided and platted the following described property as follows:

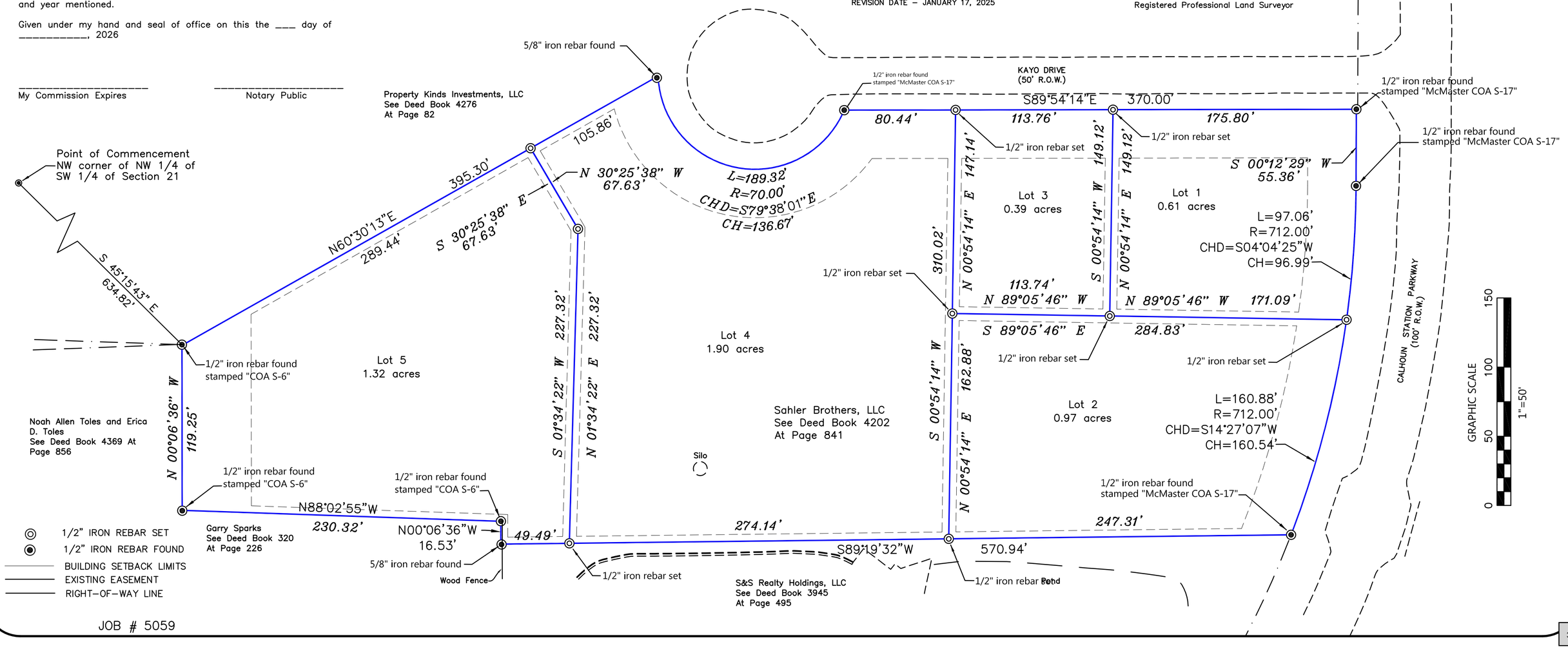
Legal Description

A certain parcel of land situated in the Northwest ¼ of the Southwest ¼ of Section 21, T8N-R2E, Madison County, Mississippi, and being more particularly described as follows:

Commence at an existing nail marking the Northwest corner of the aforesaid Northwest ¼ of the Southwest ¼ of Section 21, T8N-R2E and run thence South 45 degrees 15 minutes 43 seconds East for a distance of 634.82 feet to an existing ½" iron rebar found (stamped "COA S-6) marking the POINT OF BEGINNING of the parcel of land herein described; from said POINT OF BEGINNING run thence North 60 degrees 30 minutes 13 seconds East for a distance of 395.30 feet to a 5/8" iron rebar found on the West right-of-way line of a proposed roadway; said point also having a radius of 70.00 feet; run thence southeasterly along the West and South right-of-way line of a proposed roadway an arc length of 189.32 feet to a found ½" iron rebar (stamped McMaster COA S-17), said curve having a chord bearing of South 79 degrees 38 minutes 01 seconds East and a chord distance of 136.67 feet; run thence South 89 degrees 54 minutes 14 seconds East along said South right-of- way line of a proposed roadway for a distance of 370.00 feet to a found ½" iron rebar (stamped McMaster COA S-17) marking the Point of Intersection of said South right-of-way line of a proposed roadway with the West right-of-way line of Calhoun Station Parkway; leaving said South right-of-way line of a proposed roadway, run thence South 00 degrees 12 minutes 29 seconds West along said West right-of-way line of Calhoun Station Parkway for a distance of 55.36 feet to a ½" iron rebar found (stamped McMaster COA S-17) marking the Point of Curvature of a curve with a radius of 712.00 feet; run thence southwesterly along said right-of-way line of Calhoun Station Parkway and along the arc of said curve an arc length of 131.44 feet to ½" iron rebar, said curve having a chord bearing of South 05 degrees 27 minutes 24 seconds West and a chord distance of 131.25 feet marking the Point of Curvature of a curve with a radius of 712.00 feet; run thence southwesterly along said right-of-way line of Calhoun Station Parkway and along the arc of said curve an arc length of 126.50 feet to ½" iron rebar found (stamped McMaster COA S-17), said curve having a chord bearing of South 15 degrees 50 minutes 06 seconds West and a chord distance of 126.34 feet; leaving said West right-of-way line of Calhoun Station Parkway and the arc of said curve, run thence South 89 degrees 19 minutes 32 seconds West for a distance of 570.94 feet to an existing 5/8" iron rebar; run thence North 00 degrees 06 minutes 36 seconds West for a distance of 16.53 feet to an existing ½" iron rebar found (stamped COA S-6); run thence North 88 degrees 02 minutes 55 seconds West for a distance of 230.32 feet to an existing ½" iron rebar (stamped COA S-6); run thence North 00 degrees 06 minutes 36 seconds West for a distance of 119.25 feet to the POINT OF BEGINNING, containing 5.19 acres, more or less.

Witness my signature on this the _____ day of _____, 2026.

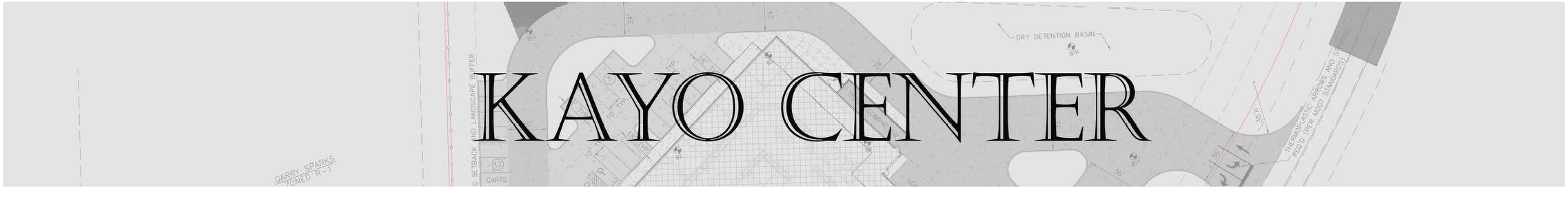
_____
Registered Professional Land Surveyor



JOB # 5059



KAYO CENTER



Scale: 1" = 30'

RGPA pa
ROBERT G POLK ARCHITECT, P.A.

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601-720-7655- voice
EMAIL:
robertpolkarchitect@gmail.com

REGISTERED ARCHITECT
Robert G. Polk
1695
Jackson, MS

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KAYO CENTER
LEE SAHLER
KAYO CENTER
KAYO DRIVE
GLUCKSTADT, MS

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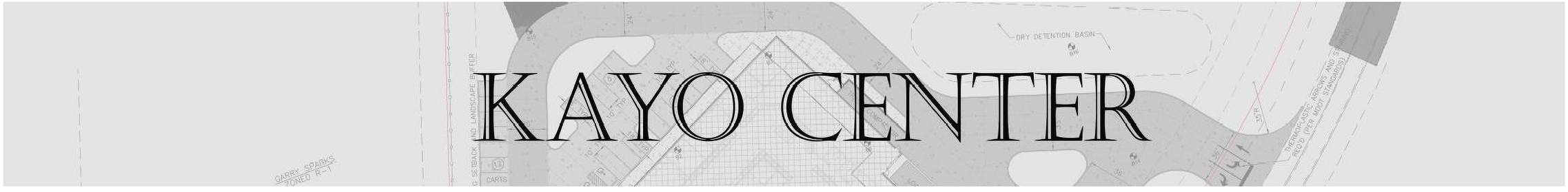
9/4/2026
10:46:04 AM

SHEET
ARB-1





KAYO CENTER

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RGPA pa
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KAYO CENTER
LEE SAHLER
KAYO CENTER
KAYO DRIVE
GLUCKSTADT, MS

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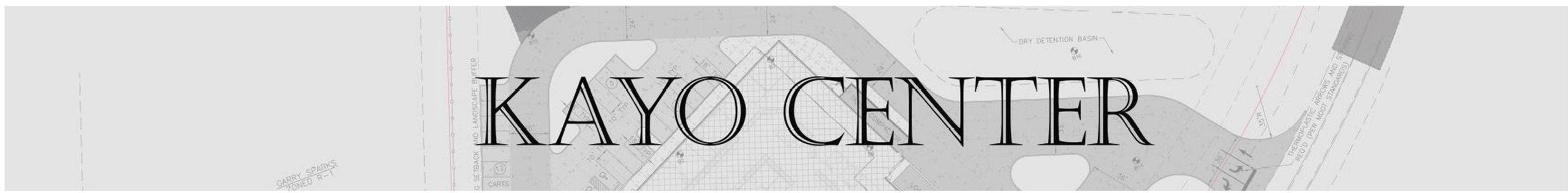
SHEET
ARB-2





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KAYO CENTER

LEE SAHLER

KAYO CENTER
KAYO DRIVE
GLUCKSTADT, MS

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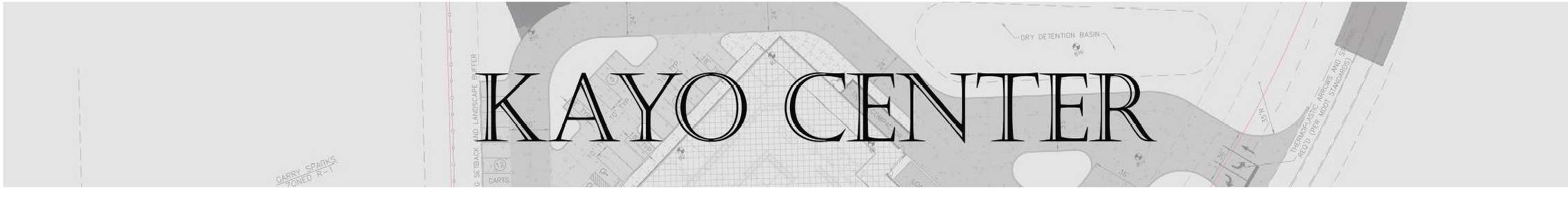
ARB-3





Scale: 1" = 30'

RGPA pa
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KAYO CENTER

LEE SAHLER
KAYO CENTER
KAYO DRIVE
GLUCKSTADT, MS

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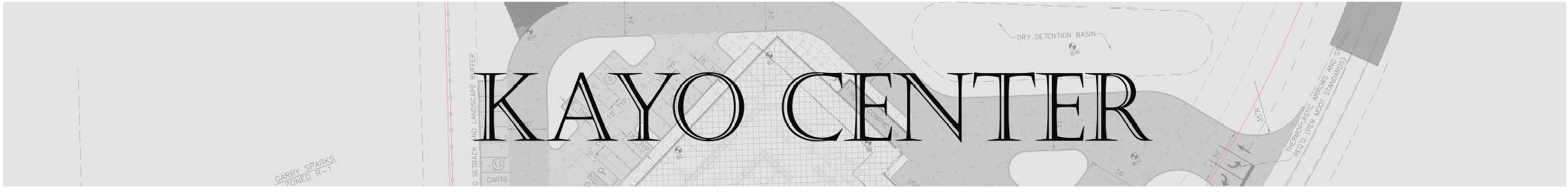
SHEET
ARB-4





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RGPA pa
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KAYO CENTER

LEE SAHLER
KAYO CENTER
KAYO DRIVE
GLUCKSTADT, MS

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9/3/2026 5:00:17 PM

SHEET
ARB-5



STANDING SEAM METAL · McElroy Matte Black



ASPHALT SHINGLE · GAF Timberline HDZ Pewter Gray



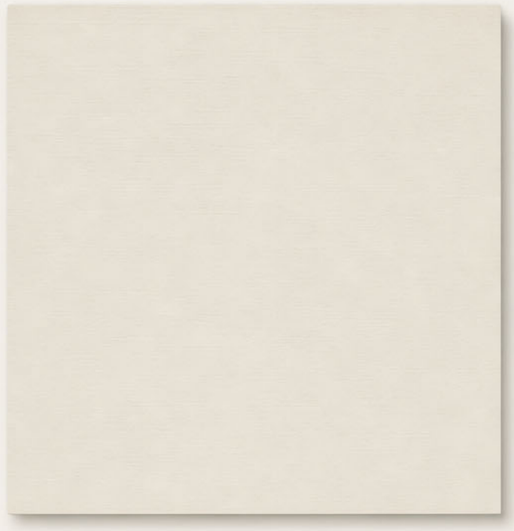
BOARD-&-BATTEN SIDING · James Hardie · SW Pewter Green SW 6208



LAP SIDING · James Hardie HardiePlank · SW Pewter Green SW 6208



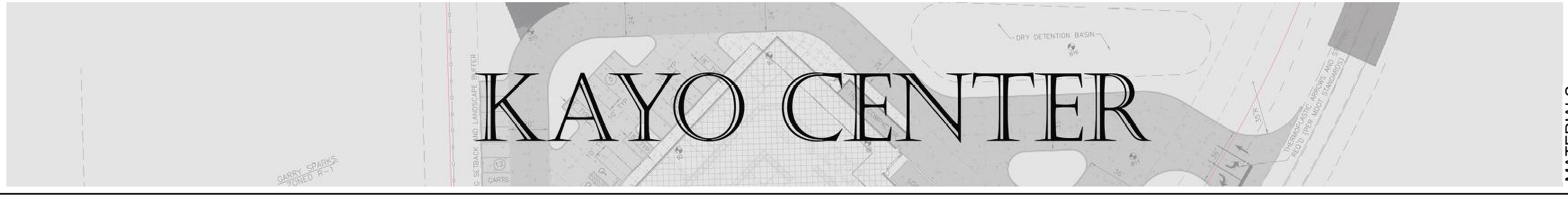
MASONRY · Cherokee Brick Ansley Park



TRIM · SOFFIT · COLUMNS · James Hardie HardieTrim



GLAZING · Black Aluminum Storefront + Clear Glass



MATERIALS

Scale:

RGPA / pa
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STATE OF MISSISSIPPI

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KAYO CENTER

LEE SAHLER

KAYO CENTER
KAYO DRIVE
GLUCKSTADT, MS

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9/3/2026 5:00:19 PM

SHEET
ARB-6



JAM



BURGERS AND BLUES



WEST OF FIFTY FIVE



BUILDING 1



BUILDING 2



BUILDING 3



BUILDING 4



BUILDING 5



BUILDING 6

BUILDING	ROOF SLOPES	BUILDING WALLS	BUILDING GLASS	PAINT	COMMENTS
BUILDING ONE - KINDER	3/12 4/12 6/12	BRICK , SIDING, BOARD AND BATTEN	STOREFRONT	CREAM AND GREEN	LOW SLOPE PORCH ROOF, PAINTED RAILS AND COLUMNS
BUILDING TWO	8/12	BRICK , BOARD AND BATTEN	STOREFRONT	CREAM AND GREEN	AWNINGS WITH BRACKETS
BUILDING THREE	6/12 8/12	BRICK , SIDING, BOARD AND BATTEN	STOREFRONT	CREAM AND GREEN	AWNINGS WITH BRACKETS
BUILDING FOUR	4/12 6/12 8/12	BRICK AND SIDING	STOREFRONT	CREAM AND GREEN	AWNINGS WITH WOOD BRACING
BUILDING FIVE	4/12 6/12 8/12 12/12	BRICK , SIDING, BOARD AND BATTEN	STOREFRONT	CREAM AND GREEN	AWNINGS WITH WOOD BRACING
BUILDING SIX	8/12	BRICK , SIDING, BOARD AND BATTEN	STOREFRONT	CREAM AND GREEN	AWNINGS WITH BRACKETS

ALL BUILDINGS USE ROOF SLOPES THAT MATCH THE OVERALL CENTER DESIGN AS NEEDED

BUILDING FINISHES AND SLOPES

Scale: 1/2" = 1'-0"

RGPA/pa
ROBERT G POLK ARCHITECT, P.A.

702 Commerce Street
Jackson, MS 39201
601-720-7655- voice
EMAIL:
robertpolkarchitect@gmail.com

REGISTERED ARCHITECT
Robert G. Polk
1695
Jackson, MS
STATE OF MISSISSIPPI

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KAYO CENTER

LEE SAHLER

KAYO CENTER
KAYO DRIVE
GLUCKSTADT, MS

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9/11/2026
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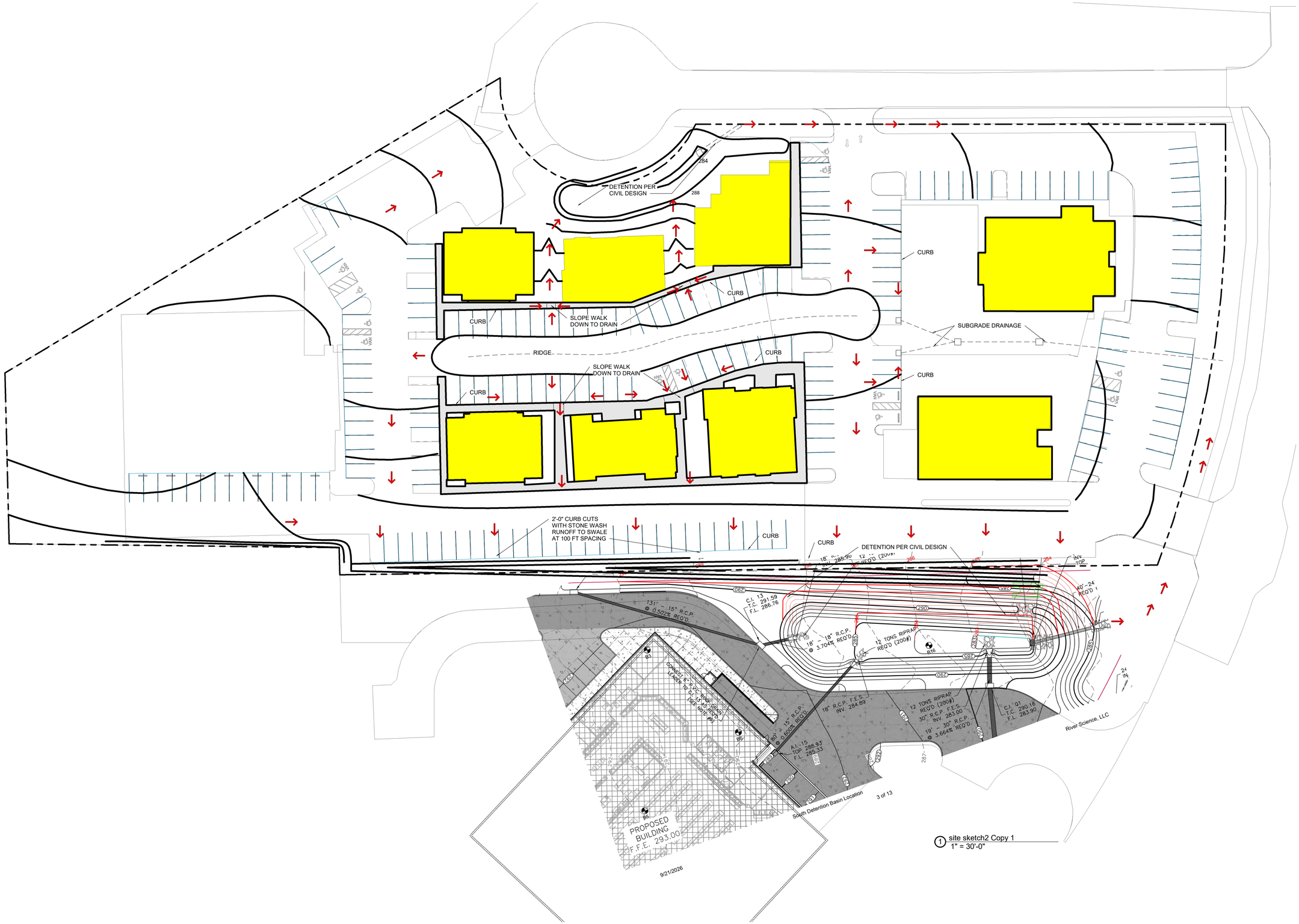
SHEET
ARB-7



1 site sketch2 Copy 1
1" = 30'-0"

RGPA pa
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KAYO CENTER

LEE SAHLER

KAYO CENTER
KAYO DRIVE
GLUCKSTADT, MS

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9/24/2026
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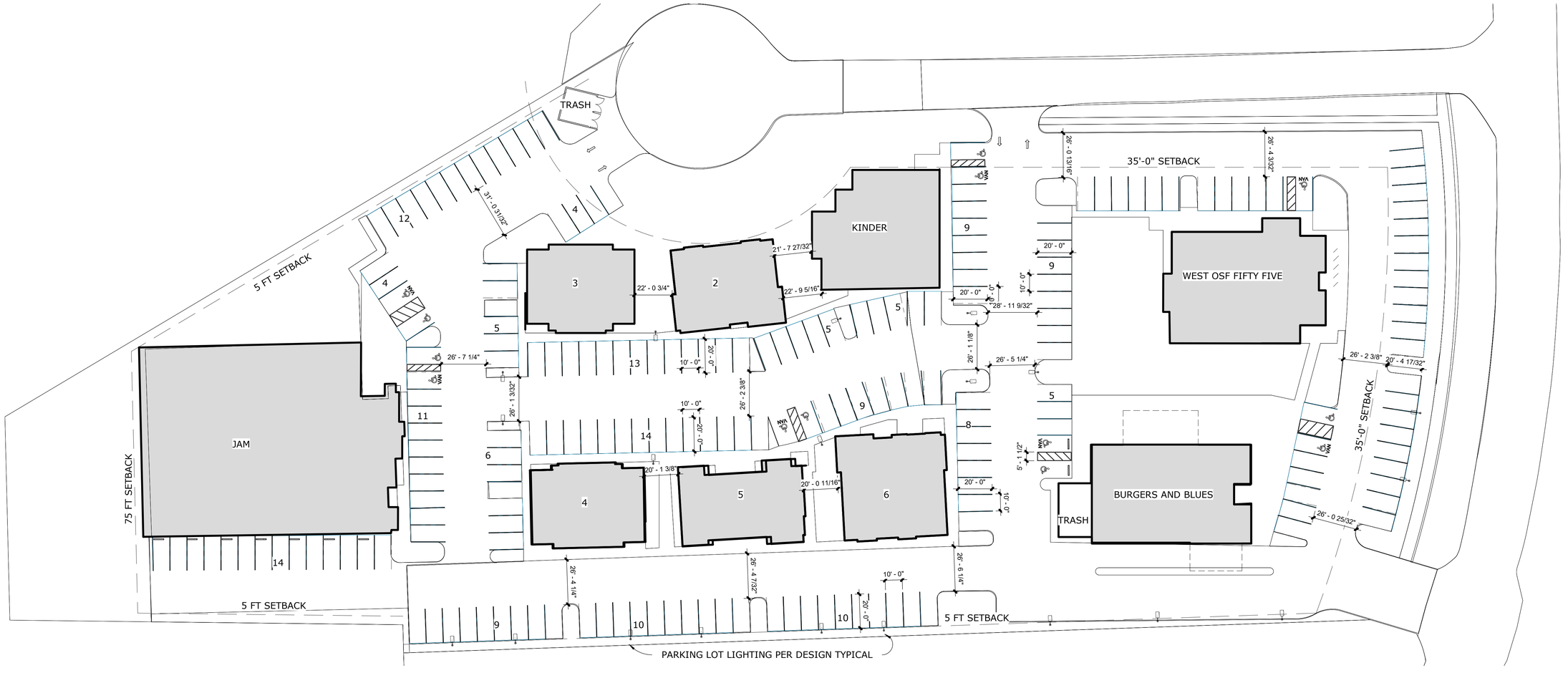
SHEET
ARB-12

Unnamed
Scale: 1" = 30'-0"



1 Site Layout
1" = 30'-0"

OVERALL KAYO CENTER

Scale: 1" = 30'-0"

RGPA/pa
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KAYO CENTER

LEE SAHLER

KAYO CENTER
KAYO DRIVE
GLUCKSTADT, MS

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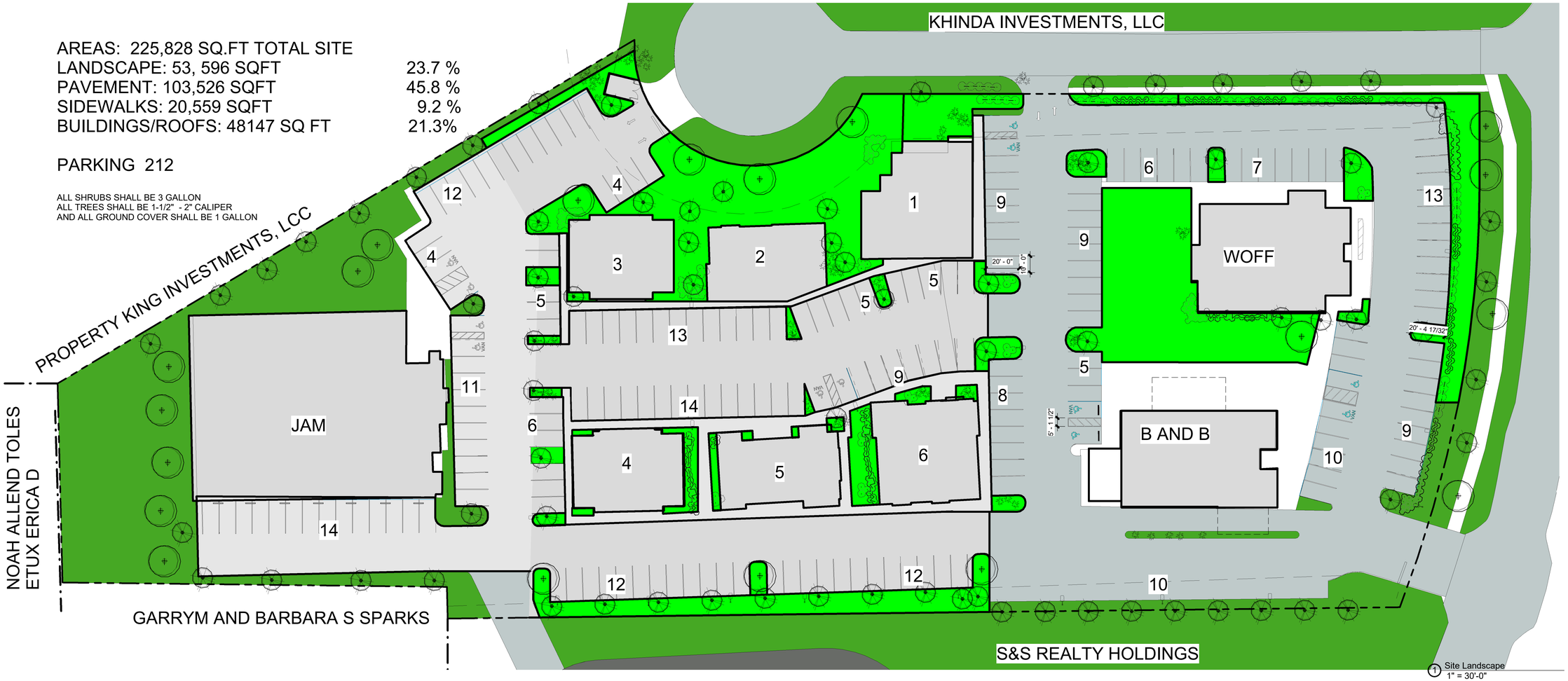
SHEET
ARB-8

AREAS: 225,828 SQ.FT TOTAL SITE
LANDSCAPE: 53, 596 SQFT 23.7 %
PAVEMENT: 103,526 SQFT 45.8 %
SIDEWALKS: 20,559 SQFT 9.2 %
BUILDINGS/ROOFS: 48147 SQ FT 21.3%

PARKING 212

ALL SHRUBS SHALL BE 3 GALLON
ALL TREES SHALL BE 1-1/2" - 2" CALIPER
AND ALL GROUND COVER SHALL BE 1 GALLON



1 Site Landscape
1" = 30'-0"

PARKING AND LANDSCAPING

Scale: 1" = 30'-0"

RGPA/pa
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KAYO CENTER

LEE SAHLER

KAYO CENTER
KAYO DRIVE
GLUCKSTADT, MS

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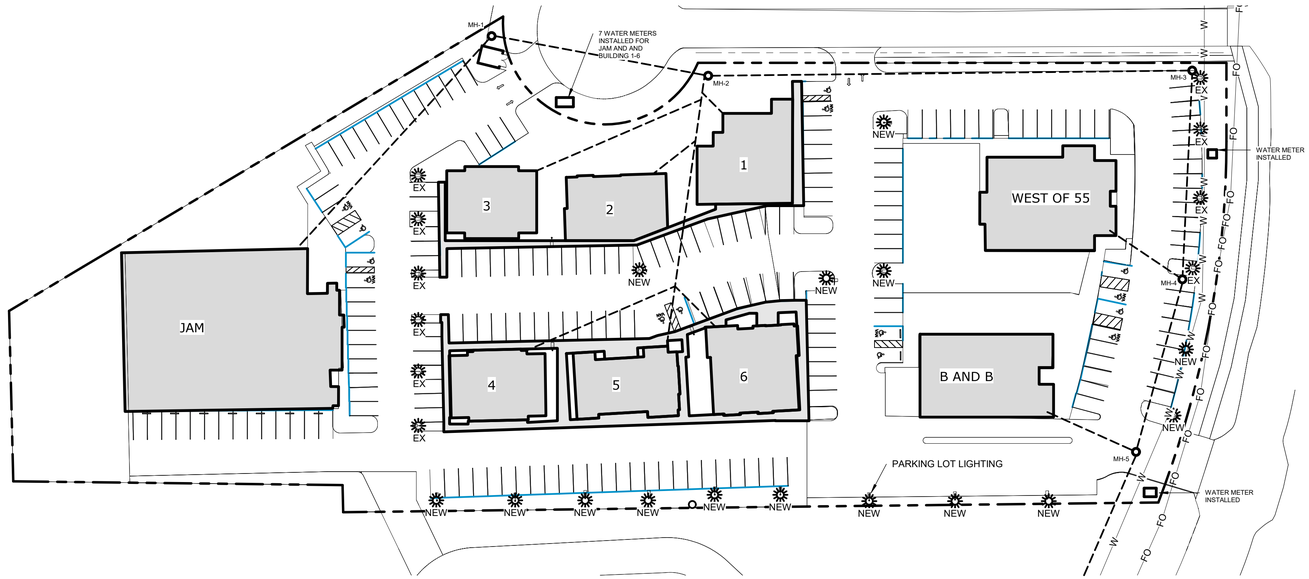
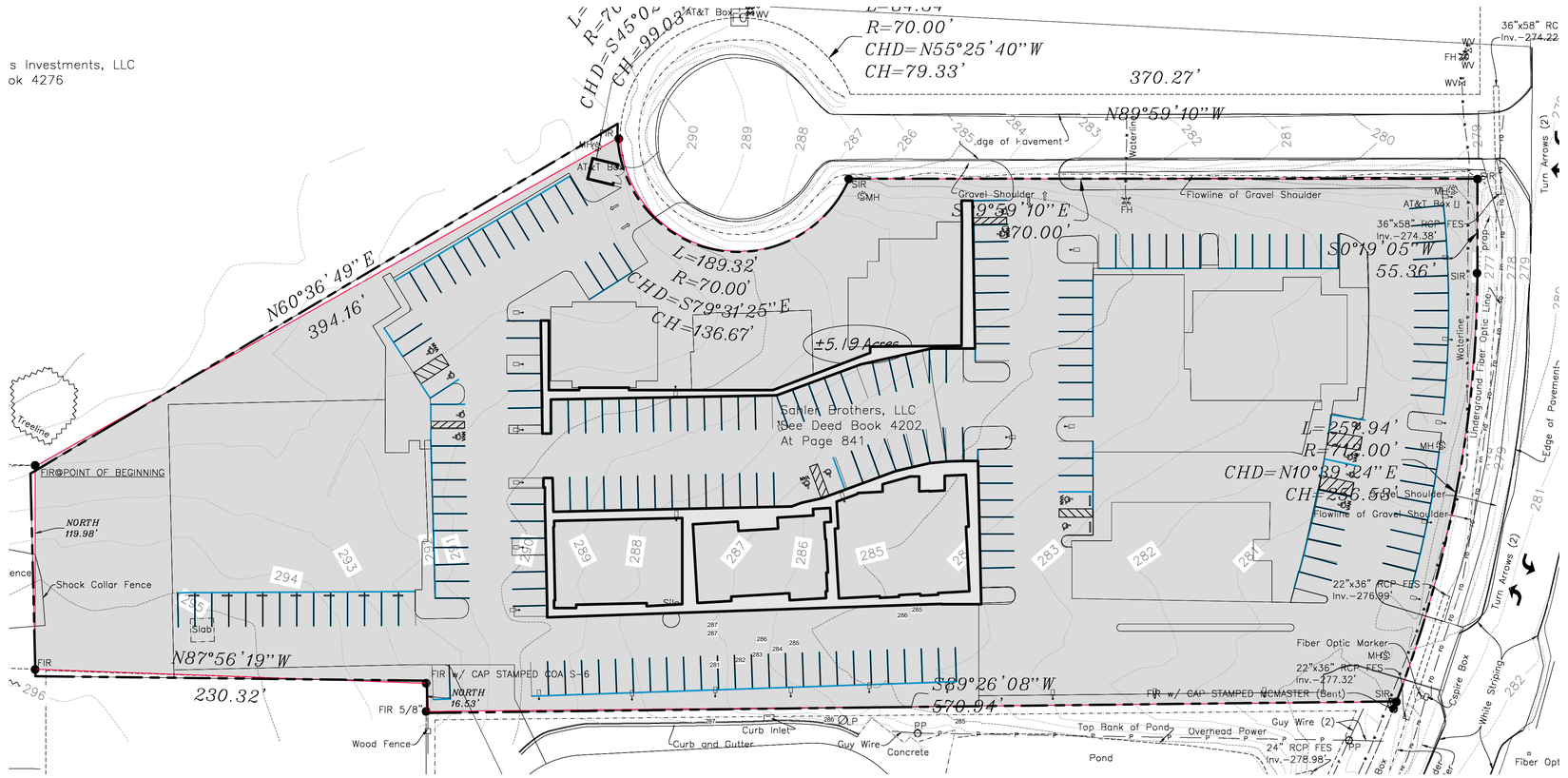
SHEET
ARB-9



② UTILITIES
1" = 50'-0"



① Site SURVEY BASIS
1" = 40'-0"

SURVEY BASIS AND UTILITIES

Scale: As indicated

RGPA pa
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KAYO CENTER

LEE SAHLER

KAYO CENTER
KAYO DRIVE
GLUCKSTADT, MS

PLOTTED:
9/11/2026
12:00:36 PM

SHEET
ARB-10

New Nominations for Planning and Zoning Commission

Alderman Powell – Matt Roland (new appointee)

Mayor Morrison – *Need Nominee*

Mayor Morrison – Andrew Duggar (previously appointed)

Alderman Taylor – Phillips King (previously appointed)

Alderwoman Bates – Katrina Myricks (previously appointed)

Alderwoman Campbell – Lauren Bishop (previously appointed)

Alderman Williams – Patrick Beasley (previously appointed)

New Nominations for Architectural Review Board

Alderman Taylor – Renee Lambert (new appointee)

Alderman Williams – Chad Phillips (new appointee)

Alderwoman Bates - *Need Nominee*

Alderman Powell – Kayce Saik (previously appointed)

Alderwoman Campbell – Lee Sahler (previously appointed)

CITY OF GLUCKSTADT

MISSISSIPPI

PUBLIC WORKS DEPARTMENT

MEMORANDUM

TO: Mayor & Board of Alderman

FROM: Buckner, Chris

DATE: 10/2/2026

SUBJECT: Request for Authorization, MDEQ LCNOI – Gluckstadt Community Park

Public Works requests the Board authorize the Mayor to sign the MDEQ Large Construction Notice of Intent (LCNOI) for the Gluckstadt Community Park project. The LCNOI is required to obtain stormwater permit coverage for construction of the park.

Please contact me with any questions or concerns.

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

LARGE CONSTRUCTION NOTICE OF INTENT (LCNOI) FOR COVERAGE UNDER THE LARGE CONSTRUCTION STORM WATER GENERAL NPDES PERMIT

INSTRUCTIONS

The Large Construction Notice of Intent (LCNOI) is for coverage under the Large Construction General Permit for land disturbing activities of five (5) acres or greater; or for land disturbing activities, which are part of a larger common plan of development or sale that are initially less than five (5) acres but will ultimately disturb five (5) or more acres. Applicant must be the owner or operator. For construction activities, the operator is typically the prime contractor. The owner(s) of the property and the prime contractor associated with regulated construction activity on the property have joint and severable responsibility for compliance with the Large Construction Storm Water General Permit MSR10.

If the company seeking coverage is a corporation, a limited liability company, a partnership, or a business trust, attach proof of its registration with the Mississippi Secretary of State and/or its Certificate of Good Standing. This registration or Certificate of Good Standing must be dated within twelve (12) months of the date of the submittal of this coverage form. Coverage will be issued in the company name as it is registered with the Mississippi Secretary of State.

Completed LCNOIs should be filed at least thirty (30) days prior to the commencement of construction. Discharge of storm water from large construction activities without written notification of coverage is a violation of state law.

Submittals with this LCNOI must include:
- **A site-specific Storm Water Pollution Prevention Plan (SWPPP) developed in accordance with ACT5 of the General Permit**
- **A detailed site-specific scaled drawing showing the property layout and the features outlined in ACT5 of the General Permit**
- **A United States Geological Survey (USGS) quadrangle map or photocopy, extending at least one-half mile beyond the facility property boundaries with the site location and outfalls outlined or highlighted. The name of the quadrangle map must be shown on all copies. Quadrangle maps can be obtained from the MDEQ, Office of Geology at 601-961-5523.**

Additional submittals may include the following, if applicable:
- **Appropriate Section 404 documentation from U.S. Army Corps of Engineers**
- **Appropriate documentation concerning future disposal of sanitary sewage and sewage collection system construction**
- **Appropriate documentation from the MDEQ Office of Land & Water concerning dam construction and low flow requirements**
- **Approval from County Utility Authority in Hancock, Harrison, Jackson, Pearl River and Stone Counties**
- **Antidegradation report for disturbance within Waters of the State**

ALL QUESTIONS MUST BE ANSWERED (Answer "NA" if the question is not applicable)

MSR10 __ __ __ __

(NUMBER TO BE ASSIGNED BY STATE)

APPLICANT IS THE: ☑ **OWNER** ☐ **PRIME CONTRACTOR**

OWNER CONTACT INFORMATION

OWNER CONTACT PERSON: Walter C. Morrison, IV

OWNER COMPANY LEGAL NAME: City of Gluckstadt

OWNER STREET OR P.O. BOX: 343 Distribution Drive

OWNER CITY: Gluckstadt **STATE:** MS **ZIP:** 39110

OWNER PHONE #: (769)567-2306 **OWNER EMAIL:**

PREPARER CONTACT INFORMATION

IF NOI WAS PREPARED BY SOMEONE OTHER THAN THE APPLICANT

CONTACT PERSON: Clay Cromwell

COMPANY LEGAL NAME: Headwaters, Inc.

STREET OR P.O. BOX: PO Box 100

CITY: Madison **STATE:** MS **ZIP:** 39130

PHONE # ( )601-415-7485 **EMAIL:** clay@headwaters-inc.com

PRIME CONTRACTOR CONTACT INFORMATION

PRIME CONTRACTOR CONTACT PERSON:

PRIME CONTRACTOR COMPANY LEGAL NAME:

PRIME CONTRACTOR STREET OR P.O. BOX:

PRIME CONTRACTOR CITY: **STATE:** **ZIP:**

PRIME CONTRACTOR PHONE #: (___)_____ **PRIME CONTRACTOR EMAIL:**

FACILITY SITE INFORMATION

FACILITY SITE NAME: Gluckstadt Community Park

FACILITY SITE ADDRESS (If the physical address is not available, please indicate the nearest named road. For linear projects indicate the beginning of the project and identify all counties the project traverses.)

STREET: Calhoun Parkway

CITY: Gluckstadt STATE: MS COUNTY: Madison ZIP: 39110

FACILITY SITE TRIBAL LAND ID (N/A If not applicable): N/A

LATITUDE: 32 **degrees** 31 **minutes** 32 **seconds** **LONGITUDE:** 90 **degrees** 6 **minutes** 11 **seconds**

LAT & LONG DATA SOURCE (GPS *(Please GPS Project Entrance/Start Point)* or Map Interpolation): Map Interpolation

TOTAL ACREAGE THAT WILL BE DISTURBED [1]: +/- 14.20

IS THIS PART OF A LARGER COMMON PLAN OF DEVELOPMENT? YES ☐ NO ☐

IF YES, NAME OF LARGER COMMON PLAN OF DEVELOPMENT: _____
AND PERMIT COVERAGE NUMBER: MSR10_ _ _ _

ESTIMATED CONSTRUCTION PROJECT START DATE: 10/01/2026 (YYYY-MM-DD)

ESTIMATED CONSTRUCTION PROJECT END DATE: 10/01/2028 (YYYY-MM-DD)

DESCRIPTION OF CONSTRUCTION ACTIVITY: Drainage improvements, Walking Trails, Parking Lots

PROPOSED DESCRIPTION OF PROPERTY USE AFTER CONSTRUCTION HAS BEEN COMPLETED:
Community Park

SIC Code: 7999 ___ ___ ___ **NAICS Code** 712190 ___ ___ ___ ___ ___ ___

NEAREST NAMED RECEIVING STREAM: Bear Creek

IS RECEIVING STREAM ON MISSISSIPPI'S 303(d) LIST OF IMPAIRED WATER BODIES? (The 303(d) list of impaired waters and TMDL stream segments may be found on MDEQ's web site: http://www.deq.state.ms.us/MDEQ.nsf/page/TWB_Total_Maximum_Daily_Load_Section**)** YES ☐ NO ☑

HAS A TMDL BEEN ESTABLISHED FOR THE RECEIVING STREAM SEGMENT? YES ☐ NO ☑

FOR WHICH POLLUTANT:

ARE THERE RECREATIONAL STREAMS, PRIVATE/PUBLIC PONDS OR LAKES WITHIN ½ MILE DOWNSTREAM OF PROJECT BOUNDRY THAT MAY BE IMPACTED BY THE CONSTRUCTION ACTIVITY? YES ☐ NO ☑

EXISTING DATA DESCRIBING THE SOIL (for linear projects please describe in SWPPP):

WILL FLOCCULANTS BE USED TO TREAT TURBIDITY IN STORM WATER? YES ☐ NO ☑

IF YES, INDICATE THE TYPE OF FLOCCULANT. ☐ **ANIONIC POLYACRYLIMIDE (PAM)**
☐ **OTHER** _____

IF YES, DOES THE SWPPP DESCRIBE THE METHOD OF INTRODUCTION, THE LOCATION OF INTRODUCTION AND THE LOCATION OF WHERE FLOCCULATED MATERIAL WILL SETTLE?

IS A SDS SHEET INCLUDED FOR THE FLOCCULATE? YES ☐ NO ☑

WILL THERE BE A 50 FT BUFFER BETWEEN THE PROJECT DISTURBANCE AND THE WATERS OF THE STATE? YES ☐ NO ☑

IF NOT, PROVIDE EQUIVALENT CONTROL MEASURES IN THE SWPPP.

[1]Acreage for subdivision development includes areas disturbed by construction of roads, utilities and drainage. Additionally, a housesite of at least 10,000 ft^2 per lot (entire lot, if smaller) shall be included in calculating acreage disturbed.

DOCUMENTATION OF COMPLIANCE WITH OTHER REGULATIONS/REQUIREMENTS

COVERAGE UNDER THIS PERMIT WILL NOT BE GRANTED UNTIL ALL OTHER REQUIRED MDEQ PERMITS AND APPROVALS ARE SATISFACTORILY ADDRESSED

IS LCNOI FOR A FACILITY THAT WILL REQUIRE OTHER PERMITS? YES ☐ NO ☑

IF YES, CHECK ALL THAT APPLY: ☐ AIR ☐ HAZARDOUS WASTE ☐ PRETREATMENT

☐ WATER STATE OPERATING ☐ INDIVIDUAL NPDES ☐ OTHER: _____

IS THE PROJECT REROUTING, FILLING OR CROSSING A WATER CONVEYANCE OF ANY KIND? (If yes, contact the U.S. Army Corps of Engineers' Regulatory Branch for permitting requirements.) YES ☐ NO ☑

IF THE PROJECT REQUIRES A CORPS OF ENGINEER SECTION 404 PERMIT, PROVIDE APPROPRIATE DOCUMENTATION THAT:

-The project has been approved by individual permit, or
-The work will be covered by a nationwide permit and NO NOTIFICATION to the Corps is required, or
-The work will be covered by a nationwide or general permit and NOTIFICATION to the Corps is required

IS THE PROJECT REROUTING, FILLING OR CROSSING A STATE WATER CONVEYANCE OF ANY KIND? (If yes, please provide an antidegradation report.) YES ☐ NO ☑

IS A LAKE REQUIRING THE CONSTRUCTION OF A DAM BEING PROPOSED? (If yes, provide appropriate approval documentation from MDEQ Office of Land and Water, Dam Safety.) YES ☐ NO ☑

IF THE PROJECT IS A SUBDIVISION OR A COMMERCIAL DEVELOPMENT, HOW WILL SANITARY SEWAGE BE DISPOSED? Check one of the following and attach the pertinent documents.

☐ **Existing Municipal or Commercial System. Please attach plans and specifications for the collection system and the associated "Information Regarding Proposed Wastewater Projects" form or approval from County Utility Authority in Hancock, Harrison, Jackson, Pearl River and Stone Counties. If the plans and specifications can not be provided at the time of LCNOI submittal, MDEQ will accept written acknowledgement from official(s) responsible for wastewater collection and treatment that the flows generated from the proposed project can and will be transported and treated properly. The letter must include the estimated flow.**

☐ **Collection and Treatment System will be Constructed. Please attach a copy of the cover of the NPDES discharge permit from MDEQ or indicate the date the application was submitted to MDEQ (Date: _____.)**

☐ **Individual Onsite Wastewater Disposal Systems for Subdivisions Less than 35 Lots. Please attach a copy of the Letter of General Acceptance from the Mississippi State Department of Health or certification from a registered professional engineer that the platted lots should support individual onsite wastewater disposal systems.**

☐ **Individual Onsite Wastewater Disposal Systems for Subdivisions Greater than 35 Lots. A determination of the feasibility of installing a central sewage collection and treatment system must be made by MDEQ. A copy of the response from MDEQ concerning the feasibility study must be attached. If a central collection and wastewater system is not feasible, then please attach a copy of the Letter of General Acceptance from the State Department of Health or certification from a registered professional engineer that the platted lots should support individual onsite wastewater disposal systems.**

INDICATE ANY LOCAL STORM WATER ORDINANCE (I.E. MS4)WITH WHICH THE PROJECT MUST COMPLY:

City of Gluckstadt/Madison County

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Signature of Applicant[1] (owner or prime contractor) **Date Signed**

Walter C. Morrison, IV

Printed Name[1]

Mayor

Title

[1]This application shall be signed as follows:

- **For a corporation, by a responsible corporate officer.**
- **For a partnership, by a general partner.**
- **For a sole proprietorship, by the proprietor.**

For a municipal, state or other public facility, by principal executive officer, mayor, or ranking elected official

Please submit the LCNOI form to: **Chief, Environmental Permits Division**
MS Department of Environmental Quality, Office of Pollution Control
P.O. Box 2261
Jackson, Mississippi 39225

Electronically: **https://www.mdeq.ms.gov/construction-stormwater/**

Revised 3/23/22

CITY OF GLUCKSTADT

MISSISSIPPI

PUBLIC WORKS DEPARTMENT

MEMORANDUM

TO: Mayor & Board of Alderman

FROM: Buckner, Chris

DATE: 10/12/2026

SUBJECT: Request for Approval, Gluckstadt Community Park – Playground & Fitness Area Bid Award

After reviewing the bids submitted for the playground equipment project, I respectfully recommend that the Mayor and Board of Aldermen select Struthers as the lowest and best bidder, notwithstanding that Struthers did not submit the lowest bid in terms of initial purchase price.

While another bidder may have offered a lower price, I believe Struthers represents the best overall value for the City of Gluckstadt based on the quality, design, and overall suitability of its playground equipment. Playground equipment is a long-term investment in the City's parks and recreational facilities, and the City should consider not only the initial cost but also the quality of the equipment, its design, its expected durability, and the overall value it will provide to the community.

Additionally, Struthers has constructed other playground projects in the surrounding area. Namely, Struthers has worked on more than 20 BC/BS-grant funded playground projects, which I believe gives them a strong understanding of the grant requirements, expectations, and processes involved which will be beneficial in ensuring the playground and fitness area are built to the correct standards. This prior experience is a significant consideration, as familiarity with the expectations, design considerations, and implementation of similar playground projects may provide valuable insight into the successful completion of the City's project. Struthers' experience on other playground projects in the area provides an additional basis for confidence in its equipment and its ability to meet the City's objectives.

Based on these considerations, the combination of Struthers' equipment quality, design, and relevant experience makes its proposal the most advantageous choice for the City, even though its bid price is not the lowest submitted. Selecting a contractor based solely on the lowest initial price may not necessarily result in the best long-term value for the City or its residents.

Accordingly, I recommend that the Mayor and Board of Aldermen determine that Struthers is the lowest and best bidder and authorize the award of the contract to Struthers, provided that its bid satisfies the applicable specifications and requirements and that the City's procurement procedures permit the award on this basis.

Thank you for your consideration of this recommendation and your continued commitment to providing high-quality recreational facilities for the residents of Gluckstadt.

CITY OF GLUCKSTADT
PUBLIC WORKS DEPARTMENT

Awarded Vendor
Secondary Vendor

Project: Gluckstadt Park
Bids Receivied October 2, 2026
Project: Playground Equipment and Installation

				BIDDER Pelican Playgrounds		BIDDER Wildstone Construction Services, LLC		BIDDER Struthers Recreation, LLC		BIDDER Great Southern Recreation	
ITEM NO.	ITEM DESCRIPTION	PROPOSAL QUANTITY	UNIT ITEM	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Mobilization / Demobilization	1	LS	xxx	$ 2,666.50	xxx	$ 140,000.00	xxx	$ 6,120.00	xxx	$ 20,000.00
2	Playground Equipment & Installation	1	LS	xxx	$ 983,519.60	xxx	$ 1,100,000.00	xxx	$ 759,626.00	xxx	$ 734,721.00
3	Outdoor Fitness Equipment & Installation	1	LS	xxx	$ 177,912.86	xxx	$ 95,000.00	xxx	$ 239,078.00	xxx	$ 160,771.00
4	Splash Pad System & Installation	1	LS	xxx	$ 166,833.78	xxx	$ 100,000.00	xxx	$ 153,461.00	xxx	$ 78,451.00
5	Fencing & Gates	1	LS	xxx	$ 36,120.35	xxx	$ 65,000.00	xxx	$ 126,652.00	xxx	$ 56,876.00
6	Site Preparation & Minor Grading	1	LS	xxx	$ 2,911.50	xxx	$ 110,000.00	xxx	$ 7,140.00	xxx	$ 29,050.00
7	Artificial / Synthetic Turf Systems	1	LS	xxx	$ 196,612.90	xxx	$ 190,000.00	xxx	$ 95,160.00	xxx	$ 135,359.00
8	Concrete Work	1	LS	xxx	$ 97,440.04	xxx	$ 88,000.00	xxx	$ 97,197.00	xxx	$ 114,121.00
TOTAL BID					**$ 1,664,024.53**		**$ 1,888,000.00**		**$ 1,484,434.00**		**$ 1,329,349.00**

CERTIFICATION OF BID

GLUCKSTADT COMMUNITY PARK PLAYGROUND & FITNESS AREA

I, Chris Buckner, do hereby certify to the Mayor and Board of Aldermen that I, in my capacity as Public Works Director, have reviewed the bid specifications set forth in the advertisement for bids, and all bids received in response thereto and have attached a bid tabulation. Based on my personal examination thereof I certify the following:

1. That the bid be awarded to Struthers Recreation, LLC.

WITNESS my signature, this the 12th day of October 2026.

Chris Buckner
Public Works Director
City of Gluckstadt

Lindsey Kellum
City Clerk
City of Gluckstadt

CITY OF GLUCKSTADT
OFFICE OF THE CITY CLERK



Advertisement for Bids - Gluckstadt Community Park
City of Gluckstadt

Project documents obtained from www.CentralBidding.com

22-Sep-2026 11:17:41 AM

September 21, 2026

McMaster & Associates, Inc.
212 Waterford Square, Suite 300
Madison, MS 39110
601-605-1090

ADDENDUM NO. ONE (1)
Playground for Gluckstadt Community Park
City of Gluckstadt, Mississippi
McMaster & Associates, Inc. – M-3442-1

Plan Holders,
The following changes and clarifications are hereby made a part of and take precedence over conflicting sections of Construction Documents.

GENERAL INFORMATION AND CLARIFICATIONS:

1.1 The Pre-Bid Meeting for the above-referenced project was held on September 15, 2026, at 1:00 p.m. The pre-bid meeting minutes and sign-in sheet are attached.

1.2 Do not remove any portion of the construction documents when submitting your bid. This means all pages of the construction documents which will include the Bid Bond, Bid Proposal & Bid Form, Non-Collusion Affidavit (in-duplicate), Addendums, etc. as shown on the Bidders Checklist and Instructions to Bidders.

1.3 Prospective Bidders may propose additional manufacturers or vendors for the playground equipment, fitness equipment, splash pad equipment, and other similar items beyond those identified in the Contract Documents. Any proposed manufacturer, vendor, or product must, at a minimum, meet or exceed the applicable requirements and specifications of the Contract Documents. Requests for consideration of additional manufacturers or vendors must be submitted prior to bid opening by email to kohl@mcmastereng.com. Requests received after bid opening will not be considered as approved manufacturers or vendors for purposes of bidding. After bids have been received, any substitutions proposed will be subject to review and may only be used if approved and accepted by the Owner.

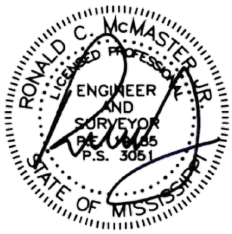
PERTAINING TO THE CONSTRUCTION DOCUMENTS:

1.4 Revised Section 116800 – Splash Pad System. Section 1.02, Paragraph C – revised to a minimum of 70 gallons per minute (GPM) or greater.

1.5 Revised Section 023000 – Exhibits 1 & 2 to include playground equipment heights, revised gate locations, BCBS sign locations, clarified shade structure and umbrella heights and widths, and revised turf areas.

Please acknowledge this addendum by signing and emailing it back and enclosing it with your bid proposal.

Ron McMaster, Jr. P.E., P.S.



Acknowledge and email back:
kohl@mcmastereng.com
brandon@mcmastereng.com

_____

Company Name:

By: _____

END OF ADDENDUM NO. ONE (1)

McMASTER & ASSOCIATES, INC.
CIVIL ENGINEERS & LAND SURVEYORS

Pre-Bid Meeting Minutes

Project: Playground for Gluckstadt Community Park
City of Gluckstadt, Mississippi

Meeting Date: Pre-Bid – September 15, 2026, 1:00 p.m.

- **Bid Date/Time –** October 2, 2026, until 2:00 p.m. at City Hall, 343 Distribution Drive, Gluckstadt, MS 39110,
  - Electronic bids can be received at www.centralbidding.com
- **Sign-in Sheet**
  - Meeting was called to order and sign in sheet passed.
- **Bidding Information**
  - Contract Time was discussed.
    The awarded contractor must complete all Work by August 31, 2027.
    Liquidated damages - $750 per calendar day
- **Bidding Schedule**
  - Pre-Bid Meeting: September 15, 2026, at 1:00 P.M.
  - Addendum No.1 will be issued by Friday, September 18, 2026, and will include the pre-bid meeting minutes.
  - Last Day for Questions: Friday, September 25, 2026. Questions must be received by 5:00 P.M. Central Time.
  - All Bidding Questions **MUST** be submitted in writing (emailed) to McMaster & Associates, Inc. to kohl@mcmastereng.com
  - The last Addendum (if necessary) will be issued: Tuesday, September 29, 2026
  - All Addenda must be signed and submitted with the contractors bid.
  - Do not remove any pages of the Construction Documents when submitting your bid.
- **Project Discussion, Questions, Answers, & Clarifications**
  - Work generally includes construction and installation of playground improvements, splash pad improvements, outdoor fitness improvements, sidewalks and concrete areas, artificial turf and surfacing, fencing, some minor grading and drainage, etc.
  - (3) BCBS Grant Recognition Sign: Furnish and install (3) three 18-inch wide by 24-inch-high aluminum sign panel, with white background, blue border, blue and black lettering/graphics, and BCBS Foundation logos, generally consistent with the sign image provided with this Addendum. Sign shall be mounted on one (1) 2-inch × 2-inch galvanized square steel post set in concrete. Final sign layout, colors, wording, graphics, mounting height, and location shall be submitted to and approved by the Owner prior to fabrication and ordering.
  - The splash pad flow-through drain system should have a design flow rate of not less than 70 gallons per minute (GPM). The original flow-through drain system minimum flow rate was 40 (GPM).
  - Playground & Fitness area surfacing shall be Poured in Place Rubber Safety Surfacing – 60/40 Beige/Black
  - The concrete bench knee walls at the splash pad must have rounded edges at all corners and sides.
  - The estimate for the proposed project ranges from $1,600,000 to $2,000,000

- The existing site generally slopes to the south. Finished grades shall generally follow the existing ground contours and provide positive drainage toward the south side of the site. The Contractor shall grade the area as necessary to prevent ponding and maintain positive drainage throughout the site, while maintaining all required ADA-compliant slopes, cross slopes, transitions, and accessible routes. The Contractor shall review the proposed site layout and grading and ensure positive drainage is maintained throughout the site, particularly at transitions between rubber play surfacing, artificial turf, sidewalks, and other surface materials. Where necessary to prevent ponding or trapped water, the Contractor shall provide and install small area inlets, perforated drainage pipe, and/or other incidental drainage improvements required to provide adequate drainage. Perforated drainage piping shall be installed at appropriate grades and shall daylight to the southwest side of the site, away from the proposed pond.

  The completed site shall provide positive drainage with no areas of standing or ponded water.
- The splash pad shall include a 4-inch PVC wastewater drain. The Contractor shall include all costs associated with furnishing and installing approximately 100 linear feet of 4-inch PVC drainpipe and connecting the drain to a junction box. The final location of the junction box shall be determined by the Owner/Engineer.

MEETING ADJOURNED

McMASTER & ASSOCIATES, INC.
CIVIL ENGINEERS & LAND SURVEYORS
212 WATERFORD SQUARE
SUITE 300
MADISON, MS 39110
601.605.1090

Date: September 15, 2026

Playground for Gluckstadt Community Park

City of Gluckstadt, MS

NAME	ORGANIZATION	PHONE	EMAIL
Kohl Bailey	McMaster & Associates, Inc.	601-594-0677	Kohl@mcmastereng.com
Zach Ford	STRUTHERS RECREATION	662-426-2033	ZACH @ STRUTHERS.REC.COM
Parker Lohman	Pinnacle Construction	601-850-8935	Parker@pcgms.com
Swayze Cryer	Swayze Construction Company LLC	601-405-4623	Swayze@SwayzeConstructionCO.com
Jackson Black	We Build Fun	601-317-5302	jackson@Webuildfun.com
Alan Mumbower	Pelican Playgrounds	504-422-8774	amumbower@pelicanplaygrounds.com
Alex Wilcox	PELICAN PLAYGROUNDS	601-516-4511	awilcox@PELICANPLAYGROUNDS.com
Mayra Prado	EOZ Build and Design LLC	769-231-2009	mayrap@eozconstruction.com
Will Russell	Mills Contracting	601-218-9662	Wrussell@millscontracting.net
Brock Beck	Great Southern Recreation	601-609-2780	brock@greatsouthernrec.com



THIS PLAYGROUND WAS MADE POSSIBLE

THANKS TO

FUNDS PROVIDED BY

Blue Cross & Blue Shield of Mississippi Foundation

SECTION 116800
SPLASH PAD SYSTEM

PART 1 – GENERAL

1.01 DESCRIPTION

A. This Section includes furnishing all labor, materials, equipment, tools, supervision, transportation, services, and incidentals necessary for the complete design, purchase, delivery, installation, testing, commissioning, and startup of a flow-through/gravity-drain splash pad system.

B. The splash pad shall have a circular footprint approximately 30 feet in diameter. Within the splash pad footprint, provide a five (5) foot wide dry walk around the perimeter with a broomed concrete finish.

C. The Work shall include, but not necessarily be limited to, site preparation, subgrade preparation, aggregate base, reinforced concrete construction, drainage, piping, valves, valve cabinet, controls, electrical activator, spray features, equipment mounting systems, utility connections within the Contractor's scope, testing, commissioning, training, restoration, and all appurtenances necessary to provide a complete and operational splash pad system.

D. Furnish and install all incidental materials, equipment, accessories, fittings, connections, supports, anchors, hardware, and other components reasonably necessary for a complete and functional installation, whether specifically identified herein or not.

1.02 DESIGN REQUIREMENTS

A. Provide a complete flow-through/gravity-drain splash pad system.

B. The splash pad shall have a circular footprint approximately 30 feet in diameter with a five (5) foot wide dry walk around the perimeter.

C. Design the splash pad system to accommodate a water flow rate of approximately 70 gallons per minute (GPM) or greater

D. Provide positive drainage throughout the splash pad area. Slopes shall be constructed to prevent ponding, standing water, or "birdbath" conditions.

E. Cross slopes toward the primary drain box shall not exceed three (3) percent.

F. Spray features shall be installed using encased, interchangeable mounting systems that allow individual spray features to be removed, repaired, or replaced without demolition of the surrounding concrete.

G. Products identified herein by manufacturer and model number are provided as the Basis of Design and are intended to establish the minimum required type, quality, function, performance, durability, and general aesthetic character of the splash pad system.

H. Equivalent products from other manufacturers may be provided as an approved equal, subject to review and approval by the Engineer and Owner in accordance with the Contract Documents.

I. Proposed equivalent products shall meet or exceed the performance, materials, quality, durability, functionality, maintainability, and general aesthetic intent of the Basis-of-Design products specified herein.

J. Acceptance of a proposed equal shall not relieve the Contractor from responsibility for providing a complete, coordinated, and fully functional splash pad system meeting all requirements of the Contract Documents.

1.03 SUBMITTALS

A. Following award and prior to ordering equipment or beginning construction of the splash pad, submit complete splash pad system information to the Engineer and Owner for review and approval.

B. Submit renderings and a proposed splash pad layout demonstrating that the proposed system meets the intent and requirements of the Contract Documents.

C. The proposed layout shall include, at a minimum:

1. Overall splash pad dimensions and configuration.
2. Limits and dimensions of the five (5) foot wide dry walk.
3. Location and identification of each spray feature.
4. Manufacturer and model number of each proposed spray feature.
5. Location of the primary drain box.
6. Proposed valve cabinet location.
7. Location of the electrical activator bollard.
8. General routing of feature piping.
9. Proposed wastewater discharge/daylight location.
10. Proposed utility connection locations.
11. General drainage and slope configuration.

D. Submit manufacturer's product data for all spray features, mounting systems, valve cabinet, valves, manifold, controls, timer interface, activator, and other manufactured components of the splash pad system.

E. Submit manufacturer's written installation requirements and recommendations for all splash pad equipment.

F. Where products other than the specified Basis-of-Design products are proposed, clearly identify each proposed substitution or equivalent product and submit sufficient documentation demonstrating compliance with the requirements of this Section.

G. Documentation for proposed equivalent products shall include, as applicable:

1. Manufacturer's name.
2. Product name and model number.
3. Product data and technical information.
4. Materials of construction.
5. Dimensions and configuration.
6. Flow and performance information.
7. Mounting and installation requirements.
8. Warranty information.
9. Comparison with the specified Basis-of-Design product.
10. Renderings, photographs, or other information necessary to demonstrate equivalent aesthetic and functional characteristics.

H. The Engineer and Owner reserve the right to reject proposed equivalent products that do not demonstrate compliance with the requirements and design intent of the Contract Documents.

1.04 FIELD VERIFICATION

A. Prior to beginning construction, verify existing site conditions, elevations, utility locations, and other conditions affecting installation of the splash pad.

B. Verify that the existing subgrade is suitable for construction. Prepare and compact subgrade beneath the splash pad improvements to a minimum of 95 percent of maximum dry density as determined by the Standard Proctor test.

C. Notify the Engineer of unsuitable or unstable conditions encountered prior to proceeding with construction of the affected Work.

1.05 COORDINATION

A. Coordinate the splash pad installation with the Owner, Engineer, equipment manufacturer, utility providers, and other contractors performing Work at the Project site.

B. The location of the above-grade valve cabinet shall be within a greenspace and shall be approved by the City prior to installation.

C. The location where the splash pad wastewater line daylights shall be designated or approved by the City prior to installation.

D. Coordinate the locations of spray features, piping, drainage, electrical components, concrete reinforcing, and other Work to provide a complete and properly functioning system.

1.06 OWNER-PROVIDED UTILITY WORK

A. The City of Gluckstadt will provide electrical power to the electrical panel located at the valve cabinet and will make the electrical connection to the cabinet electrical panel prior to startup.

B. The City of Gluckstadt will provide the water supply to the valve cabinet and will provide a pressure-reducing valve, if required, and a properly sized backflow preventer.

C. Coordinate the Contractor's Work with the utility connection points provided by the City.

1.07 WARRANTIES

A. Provide warranties commencing on the date of splash pad commissioning as follows:

1. General Contractor's Warranty: One (1) year.
2. Valve Cabinet Manufacturer's Warranty: Three (3) years.
3. Spray Feature Manufacturer's Warranty: Three (3) years.
4. Concrete Warranty: Three (3) years.

B. Proposed approved-equal equipment shall provide warranties meeting or exceeding the warranty periods specified herein.

C. Submit written warranty documentation to the Owner as part of the Project closeout documents.

PART 2 – PRODUCTS

2.01 GENERAL

A. Furnish new materials and equipment suitable for their intended use and compatible with the complete splash pad system.

B. Splash pad components shall be designed and manufactured for commercial outdoor splash pad applications.

C. Components of the splash pad system shall be compatible with one another and shall be coordinated by the Contractor and splash pad equipment supplier/manufacturer.

D. Products identified by manufacturer and model are Basis-of-Design products. Approved equivalent products meeting or exceeding the specified requirements may be provided subject to the requirements of this Section and the Contract Documents.

2.02 SPRAY FEATURES

A. Spray features manufactured by Raindrop Products, LLC are identified as the Basis of Design and establish the minimum type, quality, performance, function, durability, and general aesthetic character required.

B. Equivalent products manufactured by others may be provided as approved equals, subject to review and approval by the Engineer and Owner.

C. Provide the following spray features:

1. Two (2) slanted surface sprays.
   Basis of Design: Raindrop Slant Finger Jets, or approved equal.

2. Four (4) interwoven multi-jet surface sprays.
   Basis of Design: Raindrop Basket Weaver, or approved equal.
3. Two (2) vertical cone surface sprays.
   Basis of Design: Raindrop Mini Popcorn Jet or approved equal.
4. Two (2) integrated vertical jets arranged in a curved pattern.
   Basis of Design: Raindrop Low Flow Curved Pop Jet, 48-inch Radius, or approved equal.
5. One (1) tunnel-effect surface spray.
   Basis of Design: Raindrop Tunnel Arch 6, or approved equal.

D. Approved-equal spray features shall provide spray patterns, coverage, interaction, function, and general visual character comparable to the Basis-of-Design features.

E. Provide each spray feature with an encased, interchangeable mounting system that permits removal, repair, or replacement of the individual spray feature without demolition of the surrounding concrete.

F. Provide all piping, fittings, connections, mounting components, and accessories required for complete installation and operation of the spray features.

2.03 VALVE CABINET AND WATER CONTROLS

A. Provide one (1) above-grade valve cabinet suitable for exterior commercial splash pad applications.

B. Provide within the valve cabinet a Schedule 80 PVC, 3-inch manifold with ball valves dedicated to seven (7) individual 1-inch feature lines.

C. Provide one (1) 2-inch pressure control valve.

D. Provide one (1) 2-inch shutoff valve.

E. Provide all fittings, connections, supports, and accessories required for a complete installation.

F. Valve cabinet and control components shall be compatible with the proposed splash pad system.

2.04 CONTROL SYSTEM

A. Provide one (1) zone timer interface to control operation of the splash pad.

B. The timer interface shall be programmable for two (2) opening times and two (2) closing times per day, providing two operating windows per day, seven days per week.

C. Provide one (1) electrical activator bollard with touch-sensor button located within the splash pad area.

D. Provide a 120-volt, single-phase electrical breaker panel mounted on the side of the valve cabinet.

E. Provide all controls, wiring within the splash pad equipment system, enclosures, connections, and accessories necessary for complete operation.

2.05 DRAINAGE

A. Provide one (1) 4-inch PVC wastewater line connected to a drain box located at the center of the splash pad.

B. Extend the wastewater line to daylight at a location designated or approved by the City prior to construction.

C. Provide all fittings, connections, excavation, bedding, backfill, and other incidental materials required for a complete gravity-drain installation.

2.06 CONCRETE

A. Concrete shall have a minimum compressive strength of 3,500 psi.

B. Provide a concrete splash pad deck six (6) inches thick in the field.

C. Provide a perimeter turndown twelve (12) inches deep and eight (8) inches wide along the circular perimeter.

D. Reinforce the perimeter turndown with one (1) continuous No. 5 reinforcing bar located four (4) inches from the bottom of the footing.

E. Reinforce the six (6) inch concrete deck with welded wire reinforcement.

F. Provide a four (4) inch thick compacted No. 57 stone base beneath the concrete.

PART 3 – EXECUTION

3.01 SITE PREPARATION

A. Verify existing conditions prior to beginning Work.

B. Remove unsuitable material as necessary and prepare the subgrade to receive the proposed splash pad improvements.

C. Compact the prepared subgrade to a minimum of 95 percent of maximum dry density as determined by the Standard Proctor test.

D. Establish grades necessary to provide positive drainage and support the proposed improvements.

3.02 AGGREGATE BASE

A. Place No. 57 stone beneath the concrete splash pad deck to a compacted thickness of four (4) inches.

B. Place and compact aggregate to provide a firm, uniform base for concrete construction.

3.03 CONCRETE INSTALLATION

A. Construct the splash pad concrete deck six (6) inches thick with the perimeter turndown specified herein.

B. Install reinforcing steel and welded wire reinforcement in the locations specified.

C. Provide a broomed concrete finish on the five (5) foot wide dry walk around the perimeter.

D. Construct the concrete surface to provide positive drainage to the primary drain box without depressions or irregularities that result in standing water.

E. Cross slopes toward the primary drain box shall not exceed three (3) percent.

F. Saw-cut contraction joints to a depth equal to approximately one-third (1/3) of the slab thickness.

G. Space saw-cut joints approximately ten (10) feet on center each way.

H. Complete saw cutting within twenty-four (24) hours following concrete placement.

I. Place concrete only under weather conditions suitable for proper placement, finishing, and curing. Protect freshly placed concrete from precipitation, excessive wind, temperature extremes, and other conditions that may adversely affect the appearance, durability, or integrity of the finished concrete.

J. Unless otherwise approved by the Engineer, concrete placement shall occur when ambient temperatures are between 45 degrees F and 90 degrees F.

3.04 SPLASH PAD EQUIPMENT INSTALLATION

A. Install the splash pad system in accordance with the approved layout, approved submittals, and manufacturer's written instructions.

B. Install spray features in the quantities and general arrangements approved by the Owner and Engineer.

C. Install each spray feature using the specified encased, interchangeable mounting system.

D. Coordinate equipment installation with concrete construction to ensure proper elevations, alignment, anchorage, and drainage.

E. Approval of the proposed layout or equipment shall not relieve the Contractor of responsibility for proper installation or performance of the completed splash pad system.

3.05 PIPING AND CONTROLS

A. Install the valve cabinet, manifold, valves, feature lines, controls, activator, electrical panel, and associated equipment in accordance with the manufacturer's recommendations and approved layout.

B. Coordinate all piping and equipment locations to avoid conflicts with concrete reinforcing, drainage piping, electrical components, and other Work.

C. Provide seven (7) individual 1-inch feature lines connected to the Schedule 80 PVC manifold.

D. Install the 4-inch PVC wastewater line from the center drain box to the approved daylight location or location determined by the owner.

3.06 UTILITY CONNECTIONS

A. Coordinate water and electrical requirements with the city.

B. Terminate Contractor-provided water system components at the connection point established by the City at the valve cabinet.

C. Coordinate the electrical panel installation with the electrical service and final connection provided by the city.

D. Do not place the splash pad into operation until required utility connections have been completed.

3.07 TESTING AND COMMISSIONING

A. Upon completion of installation, test the complete splash pad system to verify proper operation.

B. Verify operation of each spray feature, valve, control, timer, activator, drain, and other system component.

C. Adjust spray features and controls as necessary to provide proper operation and the intended spray patterns.

D. Verify that the splash pad deck drains properly and that no unacceptable areas of standing water remain.

E. Correct deficiencies identified during testing prior to final commissioning.

F. Approved-equal equipment shall be required to achieve the same overall functional and performance requirements established by this Section.

3.08 TRAINING AND CLOSEOUT

A. At commissioning, provide training to designated City personnel regarding operation and routine maintenance of the splash pad system.

B. Provide the Owner with all necessary operation and maintenance manuals.

C. Provide record/as-built drawings showing the final installed configuration of the splash pad system, including equipment, piping, controls, drainage, and other concealed components.

D. Provide all required warranty documentation.

3.09 RESTORATION

A. Restore areas disturbed by splash pad construction.

B. Final-grade disturbed areas to provide positive drainage.

C. Seed and straw disturbed areas upon completion of construction.

END OF SECTION

EXHIBIT 1

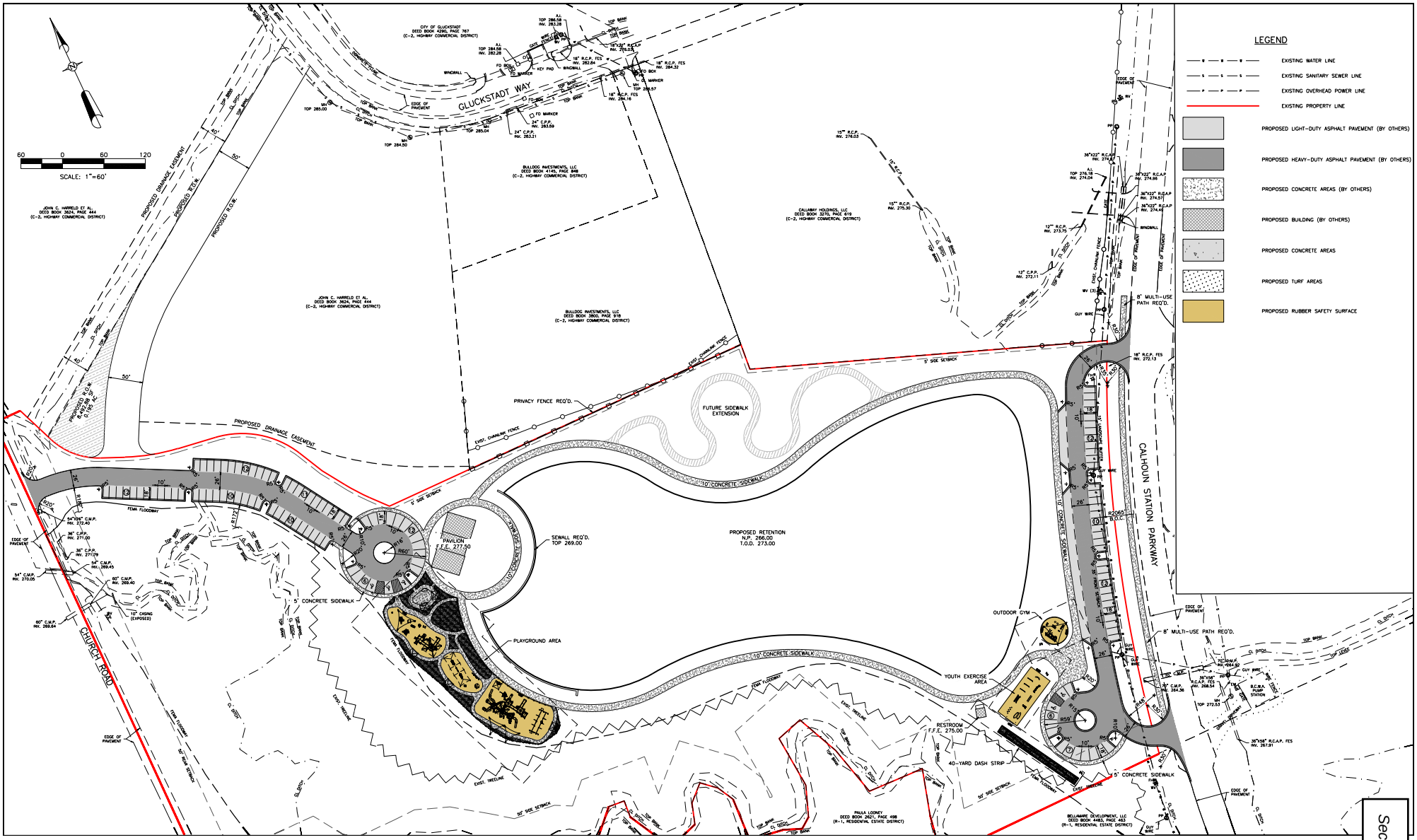

LEGEND
EXISTING WATER LINE
EXISTING SANITARY SEWER LINE
EXISTING OVERHEAD POWER LINE
EXISTING PROPERTY LINE
PROPOSED LIGHT-DUTY ASPHALT PAVEMENT (BY OTHERS)
PROPOSED HEAVY-DUTY ASPHALT PAVEMENT (BY OTHERS)
PROPOSED CONCRETE AREAS (BY OTHERS)
PROPOSED BUILDING (BY OTHERS)
PROPOSED CONCRETE AREAS
PROPOSED TURF AREAS
PROPOSED RUBBER SAFETY SURFACE
SCALE: 1"=60'
GLUCKSTADT WAY
CALHOUN STATION PARKWAY
CHURCH ROAD
PROPOSED DRAINAGE EASEMENT
PROPOSED R.O.W.
PRIVACY FENCE REQ'D.
FUTURE SIDEWALK EXTENSION
PROPOSED RETENTION
N.P. 266.00
T.O.D. 273.00
PAVILION
F.F.E. 277.50
SEWALL REQ'D.
TOP 269.00
PLAYGROUND AREA
OUTDOOR GYM
YOUTH EXERCISE AREA
RESTROOM
F.F.E. 275.00
40-YARD DASH STRIP
5' CONCRETE SIDEWALK
10' CONCRETE SIDEWALK
8' MULTI-USE PATH REQ'D.
5' SIDE SETBACK
FEMA FLOODWAY
EXIST. CHAINLINK FENCE
EXIST. TREELINE
EDGE OF PAVEMENT
JOHN C. HARRELD ET AL.
DEED BOOK 3624, PAGE 444
(C-2, HIGHWAY COMMERCIAL DISTRICT)
BULLDOG INVESTMENTS, LLC
DEED BOOK 4149, PAGE 848
(C-2, HIGHWAY COMMERCIAL DISTRICT)
BULLDOG INVESTMENTS, LLC
DEED BOOK 3800, PAGE 918
(C-2, HIGHWAY COMMERCIAL DISTRICT)
CALLAWAY HOLDINGS, LLC
DEED BOOK 3270, PAGE 619
(C-2, HIGHWAY COMMERCIAL DISTRICT)
CITY OF GLUCKSTADT
DEED BOOK 4290, PAGE 767
(C-2, HIGHWAY COMMERCIAL DISTRICT)
PAULA LOONEY
DEED BOOK 2621, PAGE 498
(R-1, RESIDENTIAL ESTATE DISTRICT)
BELLAMARE DEVELOPMENT, LLC
DEED BOOK 4483, PAGE 483
(R-1, RESIDENTIAL ESTATE DISTRICT)

EXHIBIT 2


YOUTH EXERCISE AREA
AGILITY STEPS
MONKEYBARS
VAULT WALLS
BALANCE WALK
START/STOP BOLLARDS
AGILITY PLATFORMS
NET WALL
PARALLEL BARS (42" HEIGHT)
ROCK CLIMBING/NET WALL
6' BENCH W/BACK (THERMOCOAT)
SIGN W/18"x24" BCBS DEDICATION PLAQUE
NOTES:
1. ALL EQUIPMENT SHALL BE YOUTH SIZED.
2. SEE SPECS FOR EXERCISE STATIONS/ FREESTANDING EQUIPMENT REQUIREMENTS.
OUTDOOR GYM
6' BENCH W/BACK (THERMOCOAT)
EXERCISE STATIONS
14' EQUILATERAL SHADE STRUCTURE (35'X35'X35')
NOTE: SEE SPECS FOR EXERCISE STATIONS/ FREESTANDING EQUIPMENT REQUIREMENTS.
SCALE: 1"=10'
LEGEND
PROPOSED LIGHT-DUTY ASPHALT PAVEMENT (BY OTHERS)
PROPOSED HEAVY-DUTY ASPHALT PAVEMENT (BY OTHERS)
PROPOSED CONCRETE AREAS (BY OTHERS)
PROPOSED BUILDING (BY OTHERS)
PROPOSED CONCRETE AREAS
PROPOSED TURF AREAS
PROPOSED RUBBER SAFETY SURFACE
RESTROOM
40-YARD DASH STRIP
PLAYGROUND AREA
4' GATE
10' CANTILEVER UMBRELLA (12'X12')
CONCRETE BENCH W/ROUNDED EDGES
POP JET
SPLASH PAD
SAIL CANOPY
4' IRON FENCE
18"x24" BCBS DEDICATION SIGN
14' EQUILATERAL SHADE STRUCTURE (30'X30'X30')
DUAL SPINNING SEAT
CRAWL TUBE
DUAL SLIDE
GROUND-LEVEL CLIMBER
ASSORTED PANELS
ACCESSIBLE RAMP
ACCESSIBLE CLIMBER
CLIMBING STEPS
RINGS
CLIMBING WALL
SPINNING SEAT
TODDLER/CRAWLER PLAYSET
PLAYHOUSE
SWING SET W/ ASSORTED SWINGS
SENSORY WALL
3-BAY SHADE STRUCTURE
SPINNING PLATFORM
ROCKING SEAT
3-SIDED CLIMBING PLATFORM
TUBE SLIDE
TIN ROOF
ACCESSIBLE CLIMBER
ROCKING PLATFORM
ZIP TRACK
OVERHEAD LOOP LADDER
CLIMBING STEPS
TOWER TUBE SLIDE
CURVED CLIMBER
CONNECTOR CLIMBER
TOWER OVERLOOK
BRIDGE
VERTICAL CLIMBER
TOWER SPIRAL SLIDE
ANGLED CLIMBER
14' SAIL CANOPY
TOWER PLATFORM (6'-12' VARIABLE HEIGHTS)
TOWER PLATFORM (4'-10' VARIABLE HEIGHTS)
EQUILATERAL SHADE STRUCTURE
14' EQUILATERAL SHADE STRUCTURE (25'X25'X25')
NOTE: SEE SPECS FOR EXERCISE STATIONS/ FREESTANDING EQUIPMENT REQUIREMENTS.

CONSTRUCTION DOCUMENTS

For
PLAYGROUND FOR GLUCKSTADT COMMUNITY PARK

Located in
CITY OF GLUCKSTADT
MADISON COUNTY, MISSISSIPPI

Prepared for
MAYOR AND BOARD OF ALDERMEN
CITY OF GLUCKSTADT, MISSISSIPPI



Prepared by
McMaster & Associates, Inc.
212 Waterford Square
Suite 300
Madison, Mississippi 39110

RONALD C. McMASTER JR. LICENSED PROFESSIONAL ENGINEER AND SURVEYOR P.E. No. 15655 P.S. 3051 STATE OF MISSISSIPPI

MA Project No. M-3442-1
September 3, 2026

BIDDER CHECK LIST

(Items requiring completion and/or signature at bid letting)

_____ Envelope has required information on outside and is sealed. (See Section 002113)

_____ Affidavit regarding Non-Collusion, Debarment and Suspension, etc.: Executed (signed and notarized) in duplicate.

_____ Bidder's Proposal - All pages Completed and Executed.

_____ Proposal Guaranty

_____ Any issued addenda included and acknowledged as required.

_____ Non-resident Bidders: A copy of the current laws regarding any preference for local Contractors from state wherein domiciled have been included.

DO NOT remove any part of the contractor documents. A stripped proposal is considered as an irregular bid and will be cause for rejection.

This checklist is to assist the contractor in the submission of a complete Bid Proposal. This checklist in no way relieves the contractor of the responsibility to submit a complete Proposal. Failure to complete any or all of the applicable requirements will be cause for the proposal to be considered irregular.

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SECTION 001113
ADVERTISEMENT FOR BIDS

Sealed bids for the construction of the Playground for Gluckstadt Community Park for the City of Gluckstadt, Mississippi, will be received by Public Works at City Hall, 343 Distribution Drive, Gluckstadt, MS 39110, until 2:00 P.M., October 2, 2026, and shortly thereafter publicly opened and read aloud. Electronic bids will be received at www.centralbidding.com and shall include a copy of their Certificate of Responsibility as an attachment to the electronic bid. Bids received after this time will not be accepted and will be returned unopened. All bids shall be clearly marked "PLAYGROUND FOR GLUCKSTADT COMMUNITY PARK" with the date and time of the bid opening on the outside of the sealed envelope. Each bidder shall write his Certificate of Responsibility number and Mississippi License number on the outside of the sealed envelope containing his bid.

A pre-bid meeting will be held on September 15, 2026, at 1:00 P.M. at City Hall located at 343 Distribution Drive, Gluckstadt, MS 39110.

The City of Gluckstadt hereby notifies all Bidders that it will affirmatively ensure that disadvantaged and women-owned business enterprises will be afforded the full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Contract Time is as follows:
The Contractor shall complete all Work by August 31, 2027, based on the anticipated award of the Contract following receipt, review, and approval of bids.

It is recommended by the Owner/Engineer that the bidder submit three projects of similar scope and size for review and evaluation. The contract, if awarded, will be awarded to the lowest and best bidder as determined by the Mayor and Board of Aldermen of the City of Gluckstadt, Mississippi. The Mayor and Board of Aldermen for the City of Gluckstadt, Mississippi reserves the right to reject any and all bids and to waive any informalities or irregularities in the bids received.

Bidders must be qualified under Mississippi Law and show a current Certificate of Responsibility issued by the Mississippi Board of Public Contractors establishing classification as to the value and type of construction work on which he is authorized to bid.

Plans and Contract Documents may be ordered at www.centralbidding.com and are on file at McMaster & Associates, Inc. located at 212 Waterford Square, Suite 300 Madison, Mississippi 39110. Please notify the office in advance if you plan to pick up hard copies of these documents at McMaster & Associates, Inc. For any questions regarding the bid, please contact Kohl Bailey with McMaster & Associates, Inc. by email at kohl@mcmastereng.com or by phone at (601) 605-1090, Ext. 106.

Each bid shall be accompanied by a Certified Check on a solvent bank or a Bidder's Bond issued by a Surety Company licensed to operate in the State of Mississippi, in the amount of five (5) percent of his bid, payable to the City of Gluckstadt, Mississippi as bid security. The successful Bidder will be required to execute a Performance Bond and a Payment Bond, each in the amount of 100 percent of the Contract issued by a Surety company licensed to operate in the State of Mississippi. Bidders shall submit a current financial statement if requested by the city. Attorneys-in-fact who sign Payment Bonds must file with each bond a certified and effective dated copy of their Power of Attorney.

The bidder shall guarantee to hold his bid good and may not withdraw his bid for a period of 60 calendar days after the scheduled closing time for receiving bids.

Publication Dates:
September 3, 2026
September 10, 2026

Mayor Walter C. Morrison, IV,
City of Gluckstadt,
Mississippi

SECTION 002113
INSTRUCTIONS TO BIDDERS

1. **RECEIPT OF BIDS**

The City of Gluckstadt, hereinafter called the Owner, invites bids on the proposal form(s) enclosed, for work described herein, for which all blanks must be appropriately completed. Bids will be received until 2:00 P.M. local time on October 2, 2026, at which time they will be publicly opened and read aloud.

2. Any proposal received after closing time will be returned unopened.

3. Enclosed are contract proposal forms for the project titled "PLAYGROUND FOR GLUCKSTADT COMMUNITY PARK" and all associated items of work necessary for the complete construction of the project.

4. The contract will be awarded to the successful Contractor, based on the lowest and best bid received for the work meeting the outlined requirements of these specifications. All supporting documents (including, but not limited to, Proposal Form, Bid Bond, Non-Collusion Affidavit, etc.) for each contract must be completed and enclosed with the bid for that bid to be eligible for consideration. **DO NOT remove any part of the contract Documents. A stripped proposal is considered as an irregular bid and will be cause for rejection.**

5. Each bid received shall be enclosed in a sealed envelope, the outside of which shall clearly indicate the following:

   a. The name of the Project with date and time of bid opening.

   b. The name of the Bidder and the Bidder's permanent address.

   c. The Bidder's/Contractor's license number as issued by the State Board of Mississippi. (For a bid, the total amount of which is in excess of Fifty Thousand Dollars ($50,000), the bidder must have a Contractor's license number. If the bid is less than Fifty Thousand Dollars, a statement signifying that the bid is not in excess of Fifty Thousand Dollars ($50,000) must be shown on the outside of the sealed envelope containing the bid).

If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to the Owner.

The attention of prospective bidders is directed to all State fees and taxes required for the privilege of doing business within the State.

Any proposal received which does not comply with these provisions will be returned unopened.

6. The name of the Project is:

" PLAYGROUND FOR GLUCKSTADT COMMUNITY PARK "

7. The Bidder understands that the prices/bid included on the proposal form as a part of its bid shall be held good and may not be altered or withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

8. Each bid shall be accompanied by a Certified Check on a solvent bank or a Bidder's Bond issued by a Surety Company licensed to operate in the State of Mississippi, in the amount of five percent of his bid, payable to the City of Gluckstadt, Mississippi as bid security.

9. The successful Bidder will be required to execute a Performance Bond and a Payment Bond, each in the amount of 100 percent of the Contract, issued by a Surety company licensed to operate in the State of Mississippi. Bidders shall submit a current financial statement if requested by the City. Attorneys-in-fact who sign Payment Bonds must file with each bond a certified and effective dated copy of their Power of Attorney.

10. The Owner's intent is to construct and install the improvements for the Playground for Gluckstadt Community Park as described in the Contract Documents.

11. The Contractor shall complete all Work no later than August 31, 2027. Contract time shall commence on the date established in the Notice to Proceed. Failure to achieve completion by August 31, 2027, will result in the assessment of liquidated damages in the amount of $750.00 for each calendar day thereafter until the Work is complete.

12. The Engineer shall provide a Resident Project Representative to observe and document construction of this project. The Contractor(s) shall be responsible for notifying the Engineer and/or its resident project representative (RPR) of days when construction activities will not take place. If the Contractor(s) fails to do so, it shall pay all expenses of the RPR being at the site on those days when work was scheduled to be performed, but was not. The costs incurred by the Engineer or its RPR shall be deducted from the monthly invoices submitted to the Owner for work performed by the Contractor(s).

13. Where a manufacturer, product, or model is identified in the Specifications as the "Basis of Design" or is followed by the words "or approved equal," the named product is intended to establish the required type, quality, performance, function, and general design intent. Products of other manufacturers that meet or exceed the specified requirements may be considered as approved equals.

    Requests for approval of proposed equal products shall be submitted to the Engineer prior to bid opening with sufficient product data and supporting information to demonstrate compliance with the Contract Documents. Only products specifically approved by the Engineer and Owner, or subsequently identified by Addendum when required, shall be considered approved equals for bidding purposes.

    If a proposed equal has not been approved prior to bid opening, the Bidder shall base its Bid on the specified Basis-of-Design product.

END OF SECTION

SECTION 004100
BIDDER'S PROPOSAL

PLAYGROUND
FOR
GLUCKSTADT COMMUNITY PARK

DATE: _____, 2026

PROPOSAL OF _____
(Name of Bidder)

_____
(Address of Bidder)

For the Playground at Gluckstadt Community Park,
City of Gluckstadt, Mississippi.

The documents upon which this Proposal is based include the Instructions to Bidders, Bid Forms, General Conditions, Supplementary Conditions, Technical Specifications, applicable drawings, details, exhibits, equipment information, and all supplements, amendments, and Addenda issued for this Project, all of which are made a part hereof by reference.

TO: CITY OF GLUCKSTADT
343 DISTRIBUTION DRIVE
GLUCKSTADT, MISSISSIPPI 39110

Gentlemen:

The following Proposal is submitted on behalf of the undersigned Bidder(s) and no others. Evidence of my (our) authority to submit the Proposal is hereby furnished. The Proposal is submitted without collusion on the part of any person, firm, or corporation.

I (We), the undersigned Bidder(s), certify that I (we) have carefully examined the site of the proposed Work and have inspected the location and condition of all public utilities and existing structures or other facilities on the site or adjacent thereto which may be affected by the proposed construction and fully understand all conditions relative to construction difficulties, hazards, labor, transportation, and all other factors affecting the prosecution of the Work covered by this Proposal.

In accordance with the requirements of the Instructions to Bidders, Bid Forms, Technical Specifications, Supplementary Conditions, General Conditions, equipment information, details, exhibits, and any Addenda, I (we) propose to furnish all necessary materials, equipment, labor, tools, transportation, supervision, and other means of construction and will perform all Work called for by the Contract Documents within the specified Contract Time.

LUMP SUM BID ITEMS

The Bidder shall include in each Lump Sum Bid Item All Work required for the complete installation of the applicable improvements in accordance with the Contract Documents. Refer to Section 011100 – Summary of Work for additional requirements regarding Lump Sum Bid Items.

The following is my (our) Proposal for the Playground for Gluckstadt Community Park.

BID FORM

"Playground for Gluckstadt Community Park"

City of Gluckstadt, Mississippi

****** SPECIAL NOTICE TO BIDDERS:******

BIDS WILL NOT BE CONSIDERED UNLESS ALL ITEM TOTALS ARE ENTERED

PAY ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE DOLLARS & CENTS	ITEM TOTAL DOLLARS & CENTS
1	Mobilization / Demobilization	1.0	LUMP SUM	XXXXXXXXXXXX	
2	Playground Equipment & Installation	1.0	LUMP SUM	XXXXXXXXXXXX	
3	Outdoor Fitness Equipment & Installation	1.0	LUMP SUM	XXXXXXXXXXXX	
4	Splash Pad System & Installation	1.0	LUMP SUM	XXXXXXXXXXXX	
5	Fencing & Gates	1.0	LUMP SUM	XXXXXXXXXXXX	
6	Site Preparation & Minor Grading	1.0	LUMP SUM	XXXXXXXXXXXX	
7	Artificial / Synthetic Turf Systems	1.0	LUMP SUM	XXXXXXXXXXXX	
8	Concrete Work	1.0	LUMP SUM	XXXXXXXXXXXX	
				Total Bid	

I (We) further propose to execute the Contract Agreement as bound herein within ten (10) calendar days after receipt of Contract Forms from the Owner and to complete all Work no later than August 31, 2027. I (We) agree to pay as liquidated damages the sum of $750.00 for each consecutive calendar day beyond the specified Contract Time as provided in the Contract Documents.

Special Damages: In addition to the amounts provided for liquidated damages, Contractor, in the event of such default, shall pay to the Owner the actual costs, expenses and other losses reasonably incurred by Owner.

I (We) also propose to execute a Performance Bond and a Payment Bond, as shown in the bid package, each in an amount of not less than one hundred percent (100%) of the total of my (our) Bid. These Bonds shall not only serve to guarantee the completion of the Work on my (our) part, but also to guarantee the excellence of both workmanship and materials until the Work is finally accepted.

I (We) enclose a Bid Bond or Certified Check in the amount of five percent (5%) of:
_____, Dollars

($ _____)
(Total Bid Amount)

and hereby agree that in case of my (our) failure to execute the Contract and furnish the Bonds within ten (10) working days after delivery of the Notice of Award, the amount of this check (Bid Bond) will be forfeited to City of Gluckstadt, Mississippi as liquidated damages arising out of my (our) failure to execute the Contract as proposed.

It is understood that in case I (we) am (are) not awarded the Work, the Certified Check or Bid Bond submitted as Bid security will be returned as stipulated in the Contract Documents.

Bidder acknowledges receipt of the following Addenda:

No. _____ Dated _____ No. _____ Dated _____

No. _____ Dated _____ No. _____ Dated _____

No. _____ Dated _____ No. _____ Dated _____

No. _____ Dated _____ No. _____ Dated _____

Respectfully Submitted,

_____
Contractor(s)

By: _____

Title: _____

Address: _____

_____

PLAYGROUND
FOR
GLUCKSTADT COMMUNITY PARK

The names and addresses of all person and parties who will be utilized for subcontract Work in the foregoing Bidder's Proposal are listed below. (The Contractor must list all Subcontractors to the utilized on the Work. Failure to list Subcontractors may cause the Bidder's Proposal to be rejected by the Owner as nonresponsive.) If the Bidder does not propose Subcontractors, so state.

NAME	ADDRESS
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

END OF SECTION

SECTION 004519
NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____

County of _____

_____, being first dully sworn, deposes and says:

(1) He is _____, the Bidder that has submitted the attached bid;

(2) Such Bid is genuine and is not a collusive or sham Bid;

(3) Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed Contract; and

(4) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

_____ (signature)

_____ (title)

Subscribed and sworn to before me
this the _____ day of _____, 2026

_____
(signature)

_____
(title)

My commission expires _____

SECTION 004519
NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____

County of _____

_____, being first dully sworn, deposes and says:

(1) He is _____, the Bidder that has submitted the attached bid;

(2) Such Bid is genuine and is not a collusive or sham Bid;

(3) Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed Contract; and

(4) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

_____ (signature)

_____ (title)

Subscribed and sworn to before me
this the _____ day of _____, 2026

_____
(signature)

_____
(title)

My commission expires _____

SECTION 005100
NOTICE OF AWARD

Date _____

TO:

RE: **Playground for Gluckstadt Community Park**
City of Gluckstadt, Mississippi

NOTICE OF AWARD

Gentlemen:

The City of Gluckstadt has considered the Proposal submitted by you for the above referenced Work in response to its Advertisement for Bids and Instructions to Bidders.

You are hereby notified that your Proposal has been accepted in the amount of $ _____.

You are required by the Instruction to Bidders to execute the Contract and furnish to the City of Gluckstadt the required Contractor's Performance Bond, Payment Bond, insurance policy endorsements, waiver of subrogation, and certificates of insurance within 10 working days from the date of delivery of this Notice to you. We have enclosed five copies of the necessary contract forms and bond forms. Please return all five copies of these documents to the offices of McMaster & Associates, Inc., 212 Waterford Square, Suite 300, Madison, MS 39110.

If you fail to execute said Contract and to furnish said Bonds within 10 days from the date of delivery of this Notice, the Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your proposal as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by Law.

You are required by the General Conditions and Supplementary Conditions to submit to McMaster & Associates, Inc. an estimated progress schedule, a preliminary schedule of Shop Drawing submissions and a preliminary schedule of values of the Work within 10 days after the effective date of this Contract, all in accordance with Article 2.5 of the General Conditions.

You are required to return an acknowledged copy of this Notice of Award directly to the City of Gluckstadt.

Attention: City of Gluckstadt

Very truly yours,

McMaster & Associates, Inc.

_____

_____

Pc: City of Gluckstadt
343 Distribution Dr
Madison, Mississippi 39110

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by _____

this, the _____day of _____, 2026.

By _____

Title _____

END OF SECTION

SECTION 005200
AGREEMENT

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2026.

by and between _____, hereinafter called the Owner, and

_____, hereinafter called the Contractor.

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

ARTICLE 1. WORK

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

Playground for Gluckstadt Community Park
City of Gluckstadt, Mississippi

The Work generally includes construction and installation of playground improvements, splash pad improvements, outdoor fitness improvements, walking trail, sidewalks and concrete areas, artificial turf and surfacing, fencing, minor grading and drainage, site restoration, and other associated improvements as required by the Contract Documents.

The Work shall include all labor, materials, equipment, delivery, foundations, anchoring, accessories, coordination, installation, testing, restoration, and incidentals necessary to provide complete improvements and systems in accordance with the Contract Documents and approved submittals.

ARTICLE 2. ENGINEER

The Project has been designed by McMaster & Associates, Inc., who is hereinafter called Engineer and who will assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME

3.1 The Contractor shall complete the Work and be ready for final acceptance no later than August 31, 2027.

3.2 Liquidated Damages – The Contractor and Surety agree to pay the Owner liquidated damages in the amount of Seven Hundred Fifty Dollars ($750.00) for each calendar day that expires after the Contract Time specified in Paragraph 3.1, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions, until the Work is complete and ready for final acceptance.

ARTICLE 4. CONTRACT PRICE

4.1 Owner shall pay Contractor for performance of the Work in accordance with the Contract Documents in current funds at the lump sum or unit prices presented in the Price Bid Table in Section 004100 attached to this Agreement.

4.2 The parties expressly agree that the Contract Price is a stipulated lump sum except with regard to those specific items, if any, identified in the Bid as being subject to unit prices.

4.3 Unless specifically identified as a separate unit-price or other separately payable item in the Bid Form, work required by the Contract Documents shall be considered included in the applicable lump-sum bid amount. Incidental labor, materials, equipment, accessories, coordination, and other work necessary to provide complete installations shall be included in the Contract Price.

ARTICLE 5. PAYMENT PROCEDURES

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

5.1 Intentionally left blank.

5.2 Retainage. Retainage shall be withheld in the amount of five percent (5%) from each approved Application for Payment. The Owner shall pay the Contractor ninety-five percent (95%) of the amount approved for payment, with the remaining five percent (5%) retained in accordance with the Contract Documents.

5.3 Final Acceptance and Payment. Upon completion of all Work and upon completion of the lists of items to be completed or corrected which accompanied the Certificate of Substantial Completion, the Contractor may request a final inspection and may make an Application for Payment as provided by Paragraphs 14.7 through 14.9 of the General Conditions, upon the Owner's certificate of final acceptance.

Final acceptance of the Work, based upon the certificate of final acceptance, shall be by resolution of the Owner.

The Contractor shall furnish the Owner a notarized affidavit certifying that all claims, liens and other outstanding obligations incurred by him and his subcontractors in the performance of the Work have been paid and settled at the submission of the Application for Final Payment.

ARTICLE 6. CONTRACTOR'S REPRESENTATIONS

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

6.1 Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or finishing of the Work.

6.2 Contractor has obtained and carefully studied (or assumed responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Paragraph 6.1 above) which pertain to the subsurface or physical conditions at or contiguous to the site or which otherwise may affect the cost, progress, performance or furnishing of the Work as Contractor considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 4.2 of the General Conditions. In exercising its responsibility with respect to subsurface conditions and physical conditions at the site, Contractor has or will obtain or perform at no additional cost to the Owner such additional examinations, investigations, explorations, tests, reports, studies, or similar information or data as may be required by Contractor for such purposes.

ARTICLE 7. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between Owner and Contractor are attached to the Agreement, made a part hereof, and consist of the following:

7.1 Agreement (Section 005200), including the General Conditions and Supplementary Conditions.

7.2 Authority to Execute Contract (Section 005200).

7.3 Construction Performance and Payment Bond (Section 006100) and Insurance Certificates.

7.4 Intentionally left blank.

7.5 Notice of Award (Section 005100).

7.6 Contractor's Bid Form (Section 004100).

7.7 Non-Collusion Affidavit (Section 004519).

7.8 Addenda (Numbers _____ to _____, inclusive).

7.9 Exhibit 1 and Exhibit 2 – General Layout and Design Intent Exhibits for the proposed improvements at Gluckstadt Community Park.

7.10 Contract Documents and Specifications for:

Playground for Gluckstadt Community Park
City of Gluckstadt, Mississippi

consisting of applicable Divisions 00 through 33.

There are no Contract Documents other than those listed above in this Article 7. The Contract may only be amended, modified or supplemented as provided for in the General Conditions.

ARTICLE 8. MISCELLANEOUS

8.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions, as modified in the Supplementary Conditions.

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

8.3 It is hereby agreed and understood by the parties hereto that any and all disputes that may result in litigation shall be resolved in accordance with Article 16 of the General Conditions.

8.4 Intentionally left blank.

8.5 Contractor shall pay promptly, before final payment, any and all claims or liens incurred in and about this Work and shall execute a final receipt form.

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

This Agreement will be effective on _____,2026.

Owner: _____ Contractor: _____

By: _____ By: _____

Title: _____ Title: _____

Signature: _____ Signature: _____

Attest: _____ Attest: _____

(SEAL) (SEAL)

Address for giving notices:

_____

_____

_____

Mississippi State Contractor
License No. _____

Agent for Service of Process:

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

PARTNERSHIP CERTIFICATE

STATE OF MISSISSIPPI

COUNTY OF _____

On this _____ day of _____, 20____, before me personally appeared _____, known to me and known by me to be the person who executed the above instrument, who being by me first duly sworn, did depose and say that he is a general partner in the firm of _____,that said firm consists of himself and _____ ; and that he executed the foregoing instrument on behalf for the uses and purposes stated herein.

Notary Public in the

County of

Notarial Seal State of

My Commission Expires:

CORPORATE CERTIFICATE

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

_____
Secretary

Corporate Seal

END OF SECTION

SECTION 006100
GENERAL INSTRUCTIONS FOR BONDS

1. The surety on each Bond must be a responsible surety company, which is qualified to do business in Mississippi and satisfactory to the, Mayor and Board of Aldermen, City of Gluckstadt, Mississippi.

2. The name, including full Christian name, and residence of each individual party to the Bond shall be inserted in the body thereof, and each such party shall sign the Bond with his usual signature on the line opposite the seal and if signed in Maine, Massachusetts or New Hampshire and adhesive seal shall be affixed opposite the signature. The bond must be either signed or countersigned by a Mississippi Resident Agent of the Surety company.

3. If the principals are partners, their individual names will appear in the body of the Bond with the recital that they are partners composing a firm, naming it; and all the members of the firm shall execute the Bond as individuals.

4. The signature of a witness shall appear in the appropriate place, attesting to the signature of each individual party to the Bond.

5. If the principal or surety is a corporation, the name of the State in which incorporated shall be inserted in the appropriate place in the body of the Bond, and said instrument shall be executed and attested under the corporate seal as indicated in the form. If the corporation has no corporate seal the fact shall be stated, in which case, a scroll or adhesive seal shall appear following the corporate name.

6. The official character and authority of the person or persons executing the Bond for the principal, if a corporation, shall be certified by the secretary or assistant secretary, according to the form attached hereto. In lieu of such certificated there may be attached to the Bond copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

7. The date of this Bond must not be prior to the date of the Contract in connection with which it is given.

8. 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.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

a _____ hereinafter called Principal, and
(Corporation, Partnership, or Individual)

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

City of Gluckstadt
(Name of Owner)

343 Distribution Drive, Gluckstadt, Mississippi 39110
(Address of Owner)

hereinafter called OWNER, in the penal sum of _____

_____, ($ _____)

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____day of _____, 2026, a copy of which is hereto attached and made a part hereof for the construction of:

Playground for Gluckstadt Community Park

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertaking 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 all 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.

NOW, THEREFORE, if the Principal shall promptly make payment of all taxes, licenses, assignments, contributions, damages, penalties, and interest thereon, when and as the same may lawfully be due the State of Mississippi, or any county, municipality, board, department, commission, or political subdivision thereof, by reason of and directly connected with the performance of said Contract or any part thereof as provided by Sections 27-65-1, 27-65-21, 27-67-301 and 31-5-3, supra, or any other applicable statute of other authority, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

PROVIDED, FURTHUR, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder 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 terms of the contract or to the WORK or to the SPECIFICATIONS.

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

IN WITNESS WHEREOF, this statement is executed in five counterparts, each one of which shall be deemed and original, this the _____day of _____, 2026.

ATTEST:

_____
Principal

_____
(Principal) Secretary

(SEAL)

By _____(s)

_____
(Address)

_____

_____
Witness as to Principal

_____
(Address)

_____ _____
Surety

ATTEST: By _____
Attorney-in-Fact

_____ _____
Witness as to Surety (Address)

_____ _____
(Address)

_____

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

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

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS THAT

_____
(Name of Contractor)

_____
(Address of Contractor)

a _____ , hereinafter called Principal, and
(Corporation, Partnership, or Individual)

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

City of Gluckstadt
(Name of Owner)

343 Distribution Drive, Gluckstadt, Mississippi 39110
(Address of Owner)

hereinafter called OWNER, in the penal sum of _____

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____day of _____, 2026, a copy of which is hereto attached and made a part hereof for the construction of:

Playground for Gluckstadt Community Park

NOW, THEREFORE, if the Principal shall promptly make payment to all person, 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 agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder 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 terms of the contract or to the WORK or to the SPECIFICATIONS.

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

IN WITNESS WHEREOF, this instrument is executed in five counterparts, each one of which shall be deemed an original, this the _____day of _____, 2026.

ATTEST:

_____
Principal

_____
(Principal) Secretary

(SEAL)

By _____(s)

_____
(Address)

_____

_____
Witness as to Principal

_____
(Address)

_____

_____
Surety

ATTEST:

By _____
Attorney-In-Fact

_____
(Address)

_____

_____
Witness as to Surety

_____
(Address)

_____

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

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

CERTIFICATE OF SUFFICIENCY
PLAYGROUND
FOR
GLUCKSTADT COMMUNITY PARK

I, _____, ATTORNEY FOR THE CITY OF GLUCKSTADT, MISSISSIPPI, DO HEREBY CERTIFY THAT I HAVE EXAMINED THIS AGREEMENT, THE BONDS AND EVIDENCE OF INSURANCE OFFERED BY THE CONTRACTOR AND FIND THEM TO BE PROPERLY EXECUTED, ADEQUATE AND SUFFICIENT.

_____
(Signature)

Date: _____

SECTION 006200
CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, _____,

the duly authorized and acting legal representative of _____

and do hereby certify as follows:

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

Signed: _____

(SEAL) _____

Date: _____

END OF SECTION

SECTION 007200
GENERAL CONDITIONS
ARTICLES

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ARTICLE 1 – DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof.

Defined Terms:

Addenda: Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Documents or the Contract Documents.

Agreement: The written agreement between **OWNER** and **CONTRACTOR** covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

Application for Payment: The form accepted by **ENGINEER** which is to be used by **CONTRACTOR** in requesting progress or final payment and which is to include such supporting documentation as is required by the Contract Documents.

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

Bidder: Any person, firm or corporation submitting a Bid for the Work.

Bidding Documents: Notice to bidders or advertisement, if any; instructions to bidders; other bidding information and requirements; bidding forms and attachments; contract and bond forms, and the proposed Contract Documents, including any addenda issued prior to receipt of bids.

Bonds: Bid, performance, and labor and material payment bonds and other instruments of security.

Change Order: A written order to the **CONTRACTOR** signed by the **OWNER** authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after the effective date of the Agreement that shall be approved in advance and set forth in the public minutes of the Owner.

Contract Documents: The Agreement, Addenda, **CONTRACTOR**'S Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the Notice of Award when attached as an exhibit to the Agreement), the Bonds, these General Conditions, the Supplementary Conditions, the Special Conditions, the Instructions to Bidders, the Technical Specifications, the Drawings as the same may be more specifically identified in the Agreement, together with all Modifications issued after execution of the Agreement.

Contract Price: The moneys payable by **OWNER** to **CONTRACTOR** under the Contract Documents as stated in the Agreement.

Contract Time: The number of days (computed as provided in Paragraph 17.2) or the date stated in the Agreement for the completion of the Work.

CONTRACTOR: The person, firm or corporation with whom **OWNER** has executed the Agreement. Whenever the Project is to be constructed under multiple direct contracts, the term **"CONTRACTOR"** shall mean the appropriate prime **CONTRACTOR.** Whenever a specific prime **CONTRACTOR** is referred to, terms such as "General **CONTRACTOR**", "Electrical **CONTRACTOR**", etc. will be used.

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

Defective: An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to **ENGINEER**'S recommendation for final payment (unless responsibility for the protection thereof has been assumed by **OWNER** at Substantial Completion in accordance with Paragraph 14.5).

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

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

ENGINEER: The person, firm or corporation named as such in the Agreement.

Field Order: A written order issued by **ENGINEER** which orders minor changes in the Work in accordance with Paragraph 10.2 but which does not involve a change in the Contract Price or the Contract Time.

General Requirements: Sections of the Technical Specifications.

Modifications: (a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order, or (c) a Field Order. A modification may only be issued after the effective date of the Agreement.

Notice of Award: The written notice by **OWNER** to the apparent successful Bidder stating that upon compliance by the apparent successful Bidder with the conditions precedent enumerated therein, within the time specified, **OWNER** will sign and deliver the Agreement.

Notice to Proceed: A written notice given by **OWNER** to **CONTRACTOR** fixing the date on which the Contract Time will commence to run and on which **CONTRACTOR** shall start to perform his obligations under the Contract Documents.

OWNER: The public body or authority, corporation, association, partnership, or individual with whom **CONTRACTOR** has entered into the Agreement and for whom the Work is to be provided.

Project: The total construction of which the Work to be provided under the Contract Documents may be the whole or a part as indicated elsewhere in the Contract Documents.

Project Manual: The bond documentary information prepared for bidding and constructing the Project. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the tables of contents.

Resident Project Representative: The authorized representative of **ENGINEER** whom is assigned to the site or any part thereof.

Samples: Physical examples furnished by the **CONTRACTOR** to illustrate materials, equipment or ownership, and to establish standards by which some portions of the Work will be judged.

Shop Drawings: All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for **CONTRACTOR** to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a manufacturer, fabricator, supplier or distributor and submitted by **CONTRACTOR** to illustrate material or equipment for some portion of the Work.

Specifications: Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

Subcontractor: An individual, firm or corporation having a direct contract with **CONTRACTOR** or with any other Subcontractor for the performance of a part of the Work at the site.

Supplementary Conditions: Modifications and additions to the General Conditions.

Work: The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

Order of Preference: The plans, standard specifications, general conditions, supplemental conditions, technical specifications and all supplemental plans and documents are essential parts of the contract, and a requirement occurring in one is just as binding as though occurring in all. They are intended to be complementary and to describe and provide for the complete work. In case of discrepancy, computed dimensions, unless obviously incorrect, shall govern over scaled dimensions. Plans shall govern over standard specifications. Supplemental conditions shall govern over general conditions.

The Contractor shall not take advantage of any apparent error or omission in the plans. In the event the Contractor discovers any apparent error or discrepancy, he shall immediately notify the Engineer in writing requesting his interpretation and the Engineer will make such corrections and decisions in writing as may be deemed necessary to carry out the intent of the plans.

ARTICLE 2 – PRELIMINARY MATTERS

A. Delivery of Bonds and Insurance Certificates:

B. When **CONTRACTOR** executes agreement with **OWNER**, **CONTRACTOR** shall deliver to **OWNER** such Bonds as **CONTRACTOR** may be required to furnish in accordance with Article 5.

C. When **CONTRACTOR** executes Agreement with **OWNER**, **CONTRACTOR** shall deliver to **OWNER**, with a copy to **ENGINEER**, certificates (and other evidence of insurance requested by **OWNER**) which **CONTRATOR** is required to purchase and sustain in accordance with Article 5, and **OWNER** shall deliver to **CONTRACTOR** certificates (and other evidence of insurance requested by **CONTRACTOR)** which **OWNER** is required to purchase and maintain in accordance with ARTICLE 5.

2.2 Copies of Documents: **OWNER** shall furnish to **CONTRACTOR** up to two copies (unless otherwise provided in the General Requirements) of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

2.3 Commencement of Contract Times Notice to Proceed: The Contract Time will commence to run on the thirtieth day after the Effective Date of the Agreements or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed but in no event shall the Contract Time commence to run later than the ninetieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement. A Notice to Proceed may be given at any time within thirty days after the Effective Date of the Agreement.

2.4 Starting the Project: **CONTRACTOR** shall start to perform the Work on the date when the Contract Time commences to run, but no Work shall be done at the site prior to the date on which the Contract Time commences to run.

2.5 Before Starting Construction:

A. Before undertaking each part of the Work, **CONTRACTOR** shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. **CONTRACTOR** shall promptly report in writing to **ENGINEER** any conflict, error or discrepancy which he may discover and shall obtain a written clarification from ENGINEER before proceeding with the Work affected thereby. However, **CONTRACTOR** shall not be liable to **OWNER** or **ENGINEER** for the failure to report any conflict, error or discrepancy in the Contract Documents, unless **CONTRACTOR** had actual knowledge thereof or should reasonably have known thereof.

B. Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements) **CONTRACTOR** shall submit to **ENGINEER** for review and acceptance, an estimated progress schedule indicating the starting and completion dates of the various stages of the Work, a preliminary schedule of Shop Drawing submissions, and a preliminary schedule of values of the Work.

2.6 Preconstruction Conference: Within twenty days after the Effective Date of the Agreement, but before **CONTRACTOR** starts the Work at the site, a conference will be held for review and acceptance of the schedules, referred to in Paragraph 2.5.B, to establish procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT AND REUSE

3.1 Intent:

A. The Contract Documents comprise the entire Agreement between **OWNER** and **CONTRACTOR** concerning the Work. They may be altered only by a written modification through a change order duly signed in advance of contract work necessitated by such modification and set forth in the public minutes of **OWNER**.

B. The Contract Documents are complementary meaning that what is called for by one is as binding as if called for by all. If during the performance of the Work, **CONTRACTOR** finds a conflict, error or discrepancy in the Contract Documents, he shall report it to **ENGINEER** in writing at once and before proceeding with the Work affected thereby however, **CONTRACTOR** shall not be liable to **OWNER** or **ENGINEER** for failure to report any conflict, error or discrepancy in the Specifications or Drawings unless **CONTRACTOR** had a actual knowledge thereof or should reasonably have known thereof.

C. It is the intent of the Specifications and Drawings to describe a complete Project or part thereof to be constructed in accordance with the Contract Documents. Any Work that may reasonably be inferred from the Specifications or Drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for at no additional cost to **OWNER**.

D. The Specifications may describe or the Drawings may show the general arrangement of an item of material or equipment when the actual details of said arrangement will vary with the source of the material or equipment. In such cases, **CONTRACTOR** shall bear all direct and indirect costs to accommodate the item of material or equipment furnished, whether the item of material or equipment is furnished by a manufacturer named in the Specifications or is furnished as an approved substitute or for equals item of material or equipment.

E. When words in the Specifications or on the Drawings, which have a well-known technical or trade meaning, are used to describe Work, materials or equipment such words shall be interpreted in accordance with such meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the code of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual or code in effect at the time of opening of Bids (or on the effective date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of **OWNER**, **CONTRACTOR** or **ENGINEER**, or any of their agents or employees from those set forth in the Contract Documents. Clarifications and interpretations of the Contract Documents shall be issued by **ENGINEER** as provided for in Paragraph 9.3.

F. The Contract Documents will be governed by the law of the place of the Project.

3.2 Re-use of Documents: Neither **CONTRACTOR** nor any Subcontractor, manufacturer, fabricator, supplier or distributor shall have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents for copies of any thereof prepared by or bearing the seal of **ENGINEER** and they shall not reuse any of them on extensions of the Project or any other project without written consent of **OWNER** and **ENGINEER** and specific written verification or adaption by **ENGINEER**.

ARTICLE 4 – AVAILABILITY OF LANDS, PHYSICAL CONDITIONS, AND REFERENCE POINTS

4.1 Availability of Lands: **OWNER** shall furnish, as indicated in the Contract Documents the lands upon which the Work is to be performed, rights-of-way for access thereto, and such other lands which are designated for the use of **CONTRACTOR**. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by **OWNER**, unless otherwise provided in the Contract Documents. If **CONTRACTOR** believes that any delay in **OWNER**'S furnishing these lands or easements entitles **CONTRACTOR** to an extension of the Contract Time, **CONTRACTOR** may make a claim therefor as provided in Article 12. **CONTRACTOR** shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.2 Physical Conditions-Investigations and Reports: Reference is made to the Supplementary Conditions for identification of those reports of investigations and tests of subsurface and latent physical conditions at the site or those reports that otherwise may affect cost, progress or performance of the Work which have been utilized by **ENGINEER** in preparation of the Drawings and Specifications. These reports are not intended to constitute any explicit or implicit representation as to the nature of the subsurface and latent physical conditions which may be encountered at the site or to constitute explicit or implicit representations as to any other matter contained in any report. Such reports are not guaranteed as to accuracy or completeness and are not part of the contract Documents.

4.3 Unforeseen Physical Conditions: **CONTRACTOR** shall promptly notify **OWNER** and **ENGINEER** in writing of any subsurface or latent physical conditions at the site or in an existing structure differing materially from those indicated or referred to in the Contract Documents. **ENGINEER** will promptly review those conditions and advise **OWNER** in writing if further investigations or tests are necessary. Promptly thereafter, **ENGINEER** shall obtain at **OWNER**'S approved expense, the necessary investigations and tests. **IF ENGINEER** finds that the results of such investigations or tests indicate that there are subsurface or latent physical conditions which differ materially from those intended in the Contract Documents, and which could not reasonably have been anticipated by **CONTRACTOR**, a Change Order shall be issued incorporating the necessary revisions.

4.4 Reference Points: **OWNER** shall provide engineering surveys for construction to establish reference points which in **OWNER**'S judgement are necessary to enable **CONTRACTOR** to proceed with the work. **CONTRACTOR** shall be responsible for laying out the Work (unless otherwise specified in the General Requirements), and shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of **OWNER**. **CONTRACTOR** shall report to **ENGINEER** whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations and shall be responsible for replacement or relocation of such reference points by professionally qualified personnel.

ARTICLE 5 – BONDS AND INSURANCE

5.1 Performance, Payment and Other Bonds:

A. **CONTRACTOR** shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all **CONTRACTOR**'S obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date of final payment, except as otherwise provided by law. **CONTRACTOR** shall also furnish such other Bonds as are required by the Supplementary Conditions. All Bonds shall be in the forms prescribed by the Bidding Documents or Supplementary Conditions and be executed by such sureties as:

1. Are licensed to conduct business in the state where the Project is located, and

2. Are named in the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

B. If the surety of any Bond furnished by **CONTRACTOR** is declared a bankrupt or becomes insolvent or its right to do business is terminating any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.1.A, **CONTRACTOR** shall within five days thereafter substitute another Bond and surety, both of which shall be acceptable to **OWNER**.

5.2 Contractor's Liability Insurance:

A. **CONTRACTOR** shall purchase and maintain such comprehensive general liability and other insurance as will provide protection from claims set forth below which may arise out of or result from **CONTRACTOR**'S performance of the Work and **CONTRACTOR**'S other obligations under the Contract Documents, whether such performance of the Work is by **CONTRACTOR**, by any Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. Claims under workers' or workmen's compensation, disability benefits and other similar employee benefit acts:
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of **CONTRACTOR**'S employees:
3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than **CONTRACTOR**'S employees:
4. Claims for damages insured by personal injury liability coverage which are sustained (a) by any person as a result of an offense directly or indirectly related to the employment of such person by **CONTRACTOR**, or (b) by any other person for any other reason.
5. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefor.
6. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
7. Claims for damages because of bodily injury or death of any person arising out of operation of law.

B. The insurance required by Paragraph 5.2.A shall include the specific coverages and be written for not less than the limits of liability and coverages provided in the Supplementary Conditions, or required by law, whichever is greater. All such insurance shall remain in effect until final payment and at all times thereafter when **CONTRACTOR** may be correcting, removing or replacing defective Work in accordance with Paragraph

13.9. The comprehensive general liability insurance shall include completed operations insurance and shall include **OWNER** and **ENGINEER** and their agents and employees as additional insureds. **CONTRACTOR** shall maintain such completed operations insurance for at least two years after final payment and shall furnish **OWNER** with evidence of continuation of such insurance at final payment and one year thereafter.

5.3 Contractual Liability Insurance: The comprehensive general liability insurance required by Paragraph 5.2.A shall include contractual liability insurance applicable to **CONTRACTOR**'S obligations under Paragraph 6.15.

5.4 Owner's Liability Insurance: **OWNER** shall be responsible for purchasing and maintaining **OWNER**'S own liability insurance and, at **OWNER**'S option, may purchase and maintain such insurance as will protect **OWNER** against claims that may arise from operations under the Contract Documents.

5.5 Property Insurance:

A. Unless otherwise provided in the Supplementary Conditions, **CONTRACTOR** shall purchase and maintain property insurance upon the Work at the site to the full insurable value thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or as required by law). This insurance shall include the interests of the **ENGINEER**, **CONTRACTOR**, and Subcontractors in the Work, shall insure against the perils of fire and extended coverage shall include tail risks insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and such other perils as may be specified in the Supplementary Conditions shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including fees and charges of engineers, architects, attorneys and other professionals) shall provide that all insure proceeds are to be paid to **OWNER** "as Trustee". If not covered under the "all risk" insurance or otherwise provided in the Supplementary Conditions, **CONTRACTOR** shall purchase and maintain similar property insurance on portions of the Work stored on or off the site or in transit when such portions of the Work are to be included in an Application for Payment.

B. **OWNER** shall purchase and maintain such boiler and machinery insurance as may be required by the Supplementary Conditions or by law. This insurance shall include the interest of **OWNER**, **CONTRACTOR** and Subcontractors in the Work. **OWNER** shall file a copy of all policies required by this Paragraph with **CONTRACTOR** before an exposure to loss may occur.

C. The policies of insurance required under this Paragraph 5.5 shall provide that neither the **OWNER** nor the **CONTRACTOR**, nor their insurers, shall have any right of subrogation against any of the other parties enumerated in Paragraph 5.6. It is the intention of the **OWNER** and **CONTRACTOR** that the policies shall protect all of the enumerated parties and be primary coverage for any and all losses covered by the insurance described in Paragraphs 5.5.A and 5.5.B.

5.6 Waiver of Rights: **OWNER** and **CONTRACTOR** waive all rights against each other and the Subcontractors and their agents and employees and against **ENGINEER** and separate contractors (if any) and their subcontractors', agent and employees, for damages caused by fire or other perils to the extent covered by insurance provided under Paragraph 5.5., or any other property insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance held by **OWNER** as trustee. **OWNER** or **CONTRACTOR**, as appropriate, shall require similar waivers in writing by Engineer and from each separate contractor and each Subcontractor, each such waiver will be in favor of all other parties enumerated in this Paragraph 5.6.

5.7 Receipt and Application of Proceeds:

A. Any insured loss under the policies of insurance required by Paragraph 5.5 shall be adjusted with **OWNER** and made payable to **OWNER** as trustee for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.7.B. **OWNER** shall deposit in a separate account any money so received, and he shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof and the Work and the cost thereof covered by an appropriate Change Order.

B. **OWNER** as trustee shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within fifteen days after each occurrence of loss to **OWNER**'S exercise of this power. If such objection be made, **OWNER** as trustee shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If required in writing by any party in interest, **OWNER** as trustee shall upon the occurrence of an insured loss, give bond for the proper performance of his duties.

5.8 Partial Utilization – Property Insurance: If **OWNER** finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all of the Work, such use or occupancy may be accomplished in accordance with Paragraph 14.6; provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy of policies, but the property insurance shall not be canceled or lapse on account of any such partial use or occupancy.

5.9 Certificates of Insurance: All certificates of the insurance required to be purchased by **CONTRACTOR** pursuant to Article 5 shall be filed in accordance with Paragraph 2.1.B. Certificates shall be acceptable to **OWNER** and shall contain a provision that coverages afforded under the policies will not be canceled, materially changed or renewal refused until at least ten days' prior written notice has been given to **OWNER** and **ENGINEER** by certified mail.

5.10 Additional Bonds and Insurance: **OWNER** may require **CONTRACTOR** to furnish such other Bonds and such additional insurance, in such form and with such sureties or insurers as **OWNER** may specify. If such other Bonds or such other insurance are specified in the Contract Documents, the premiums shall be paid by **CONTRACTOR**. If subsequent thereto, they shall be paid by **OWNER** except as otherwise provided in Paragraph 6.3.A and Paragraph 13.8.B.

ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

6.1 Supervision and Superintendence:

A. **CONTRACTOR** will supervise and direct 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, but he shall not be solely responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence or procedure of construction which is indicated in and required by the Contract Documents. **CONTRACTOR** shall be responsible to see that the finished Work complies accurately with the Contract Documents.

B. **CONTRACTOR** shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to **OWNER** and **ENGINEER** except under extraordinary circumstances. The superintendent will be **CONTRACTOR**'S representative at the site and shall have authority to act on behalf of

CONTRACTOR. All communications given to the superintendent shall be as binding as if given to **CONTRACTOR**.

6.2 Labor, Materials and Equipment:

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. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Supplementary Conditions, all Work at the site shall be performed during regular working hours, and **CONTRACTOR** will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without **OWNER**'S written consent given after prior written notice to **ENGINEER**.

B. **CONTRACTOR** shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the Work. Except as otherwise specified in the General Requirements, **CONTRACTOR** shall furnish all fuel, power, light, heat, telephone, water and sanitary facilities necessary for the execution, testing, initial operation and completion of the Work.

C. All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by **ENGINEER**, **CONTRACTOR** shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment.

D. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, supplier or distributor, except as otherwise provided in the Contract Documents but no provision of any such instructions will be effective to impose on **ENGINEER** responsibility for the means, methods, techniques, sequences or procedures of construction or for safety precautions incident thereto.

6.3 Substitutions: Whenever materials or equipment are specified or described in the Drawings or Specifications by using the name of a proprietary item or the name of a particular manufacturer, fabricator, supplier or distributor, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other manufacturers, fabricators, suppliers or distributors may be accepted by **ENGINEER** if sufficient information is submitted by **CONTRACTOR** to allow **ENGINEER** to determine that the material or equipment proposed is equivalent to that named. The procedure for review by **ENGINEER** will be set forth in Paragraph 6.3.A and 6.3.B below and as supplemented in the General Requirements.

A. Requests for review of substitute items of material and equipment will not be accepted by **ENGINEER** from anyone other than **CONTRACTOR**. If **CONTRACTOR** wishes to furnish or use a substitute item of material or equipment, **CONTRACTOR** shall make written application to **ENGINEER** for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will state that the evaluation and acceptance of the proposed substitute will not prejudice **CONTRACTOR**'S timely achievement of Substantial change in the Drawings or Specifications to adapt the design to the substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified shall be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain a statement that **CONTRACTOR** agrees to pay all costs that will result directly or indirectly from

acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change. **ENGINEER** may require **CONTRACTOR** to furnish at **CONTRACTOR**'S expense additional data about the proposed substitute. **ENGINEER** will be allowed a reasonable time within which to evaluate the proposed substitute. **ENGINEER** will be sole judge of acceptability and no substitute will be ordered or installed without **ENGINEER**'S prior written acceptance. **OWNER** may require **CONTRACTOR** to furnish at **CONTRACTOR**'S expense a special performance guarantee or other surety with respect to any substitute.

B. **ENGINEER** will record time required by **ENGINEER** and **ENGINEER**'S consultants in evaluating substitutions proposed by **CONTRACTOR** and in making changes in the Drawings or Specifications occasioned thereby, whether or not **ENGINEER** accepts a proposed substitute, **CONTRACTOR** shall reimburse **OWNER** for the charges of **ENGINEER** and **ENGINEER**'S consultants for evaluating any proposed substitute that does not meet the requirements of the Drawings and Specifications.

6.4 Concerning Subcontractors:

A. **CONTRACTOR** shall not employ any Subcontractor or other person or organization (including those who are to furnish the principal items of materials or equipment), whether initially or as a substitute, against whom **OWNER** or **ENGINEER** may have reasonable objection. A Subcontractor or other person or organization identified in writing to **OWNER** and **ENGINEER** by **CONTRACTOR** prior to the Notice of Award and not objected to in writing by **OWNER** and **ENGINEER** prior to the Notice of Award will be deemed acceptable to **OWNER** and **ENGINEER**. If **OWNER** or **ENGINEER** after due investigation has reasonable objection to any Subcontractor, other person or organization proposed by **CONTRACTOR** after the Notice of Award, **CONTRACTOR** shall submit an acceptable substitute and the Contract Price shall be increased or decreased by the difference in cost occasioned by such substitution, and an appropriate Change Order shall be issued. **CONTRACTOR** shall not be required to employ any Subcontractor, other person or organization against whom **CONTRACTOR** has reasonable objection. Acceptance of any Subcontractor, other person or organization by **OWNER** or **ENGINEER** shall not constitute a waiver of any right of **OWNER** or **ENGINEER** to reject defective work.

B. **CONTRACTOR** shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that **CONTRACTOR** is responsible for the acts and omissions of persons directly employed by **CONTRACTOR**. Nothing in the Contract Documents shall create any contractual relationship between **OWNER** or **ENGINEER** and any Subcontractor or other person or organization having a direct contract with **CONTRACTOR**, nor shall it create any obligation on the part of **OWNER** or **ENGINEER** to pay or to see to the payment of any moneys due any Subcontractor or other person or organization, except as may otherwise be required by law. **OWNER** or **ENGINEER** may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to **CONTRACTOR** on account of specific work done.

C. The Divisions and Sections of the Specifications and the identifications of any Drawings shall not control **CONTRACTOR** in dividing the Work among Subcontractors or delineating the Work to be performed by any specific trade.

D. All Work performed for **CONTRACTOR** by a Subcontractor will be pursuant to an appropriate agreement between **CONTRACTOR** and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of **OWNER** and the **ENGINEER** and contains waiver provisions as required by Paragraph 5.6. **CONTRACTOR** shall pay each Subcontractor a just share of any insurance moneys received by **CONTRACTOR** on account of losses under policies issued pursuant to Paragraph 5.5.

6.5 Patent Fees and Royalties: **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. **CONTRACTOR** shall indemnify and hold harmless **OWNER** and **ENGINEER** and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorneys' fees) arising out of 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, and shall defend all such claims in connection with any alleged infringement of such rights.

6.6 Permits: Unless otherwise indicated in the Supplementary Conditions, **CONTRACTOR** shall obtain and pay for all construction permits and licenses. **OWNER** shall assist **CONTRACTOR,** when necessary, in obtaining such permits and licenses. **CONTRACTOR** shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening of Bid. **CONTRACTOR** shall also pay all charges of utility service companies for connections to the Work, and **OWNER** shall pay all charges of such companies for capital cost related thereto.

6.7 Laws and Regulations: **CONTRACTOR** shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If **CONTRACTOR** observes that the Specifications or Drawings are at variance therewith, **CONTRACTOR** shall give **ENGINEER** prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If **CONTRACTOR** performs any Work knowing or having reason to know that it is contrary to such laws, ordinances, rules and regulations, and without such notice to **ENGINEER**, **CONTRACTOR** shall bear all costs arising therefrom; however, it shall not be **CONTRACTOR**'S primary responsibility to make certain that the Specifications and Drawings are in accordance with such laws, ordinances, rules and regulations.

6.8 Taxes: Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by him in accordance with the law of the place of the Project.

6.9 Use of Premises:

A. Contractor shall confine construction equipment, the storage of materials and equipment and the operations of workmen to areas permitted by law, ordinances, permits, or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment.

B. During progress of the Work, **CONTRACTOR** shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, Contractor shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by Owner. Contractor shall restore to their original condition those portions of the site not designated for alternation by the Contract Documents.

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

6.10 Record Documents: Contractor shall keep one record copy of all Specifications, Drawings, Addenda, Modifications, Shop Drawings, and Samples at the site in good order, and annotated to show all changes made during the construction process. These shall be available to Engineer for examination and shall be delivered to Engineer for Owner upon completion of the Work.

6.11 Safety and Protection:

A. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. All employees on the work site and other persons who may be affected thereby;
2. All the work and all materials or equipment to be incorporated therein, whether in storage on or off the site; and
3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities not designated for removal, relocation or replacement in the course of construction, and livestock.

B. Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders or any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. **CONTRACTOR** shall notify owners of adjacent property and utilities when prosecution of the Work may affect them. **CONTRACTOR** shall cooperate with the utility owner in the protection, removal, relocation, or replacement of such utility property. All damage, injury or loss to any property referred to in Paragraph 6.11.A.2 or 6.11.A.3 caused, directly or indirectly, in whole or in part, by **CONTRACTOR**, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by **CONTRACTOR** (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of **OWNER** or **ENGINEER** or anyone employed by the either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of **CONTRACTOR**). **CONTRACTOR**'S duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and **ENGINEER** has issued a notice to **OWNER** and **CONTRACTOR** in accordance with Paragraph 14.9 that the Work is acceptable.

C. **CONTRACTOR** shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be **CONTRACTOR**'S superintendent unless otherwise designated in writing by **CONTRACTOR** to **OWNER**.

6.12 Emergencies: In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, **CONTRACTOR**, without Special instruction or authorization from **ENGINEER** or **OWNER**, is obligated to act to prevent threatened damage, injury or loss. **CONTRACTOR** shall give **ENGINEER** prompt written notice to any significant changes in the Work or deviations from the Contract Documents caused thereby.

6.13 Shop Drawings and Samples:

A. After checking and verifying all field measurements, **CONTRACTOR** shall Submit to **ENGINEER** for review and approval, in accordance with the accepted schedule of Shop Drawing submissions and the procedures specified in the General Requirements, copies of all Shop Drawings, which shall have been checked by and stamped with the approval of **CONTRACTOR** and identified as **ENGINEER** may require. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and the like to enable **ENGINEER** to review the information as required.

B. **CONTRACTOR** shall also submit to **ENGINEER** for review and approval with such promptness as to cause no delay in Work, all Samples required by the Contract Documents. All Samples will have been checked by and stamped with the approval of **CONTRACTOR**, identified clearly as to material, manufacturer, and pertinent catalog numbers and the use for which intended.

C. At the time of each submission, **CONTRACTOR** shall in writing call **ENGINEER**'S attention to all deviations that the Shop Drawings or Samples may have from the requirements of the Contract Documents.

D. **ENGINEER** will review and approve with reasonable promptness Shop Drawings and Samples, but **ENGINEER**'S review and approval shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. **CONTRACTOR** shall make any corrections required by **ENGINEER** and shall return the required number of corrected copies of Shop Drawings and resubmit 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. **CONTRACTOR**'S stamp of approval on any Shop Drawing or Sample shall constitute a representation to **OWNER** and **ENGINEER** that **CONTRACTAOR** has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data or assumes full responsibility for doing so and that **CONTRACTOR** has reviewed or coordinated each Shop Drawing or Sample with the requirements of the Work and the Contract Documents.

E. Where a Shop Drawing or Sample is required by the Specifications, no related Work shall be commenced until the submittal has been reviewed and approved by **ENGINEER**.

F. **ENGINEER**'S review and approval of Shop Drawings or Samples shall not relieve **CONTRACTOR** from responsibility for any deviations from the Contract Documents unless **CONTRACTOR** has in writing called **ENGINEER**'S attention to such deviation at the time of submission and **ENGINEER** has given written concurrence and approval to the specific deviation, nor shall any concurrence and approval by **ENGINEER** relieve **CONTRACTOR** from responsibility for errors or omissions in the Shop Drawings or Samples.

6.14 Continuing The Work: **CONTRACTOR** shall carry on the Work and maintain the progress schedule during the disputes or disagreements with **OWNER**. No work shall be delayed or postponed pending resolution of any disputes or disagreements, except as **CONTRACTOR** and **OWNER** may otherwise agree in writing.

6.15 Indemnification:

A. To the fullest extent permitted by law, **CONTRACTOR** shall indemnify and hold harmless **OWNER** and **ENGINEER** and their agents, employees and consultants from and against all claims, damages, losses and expenses including, but not limited to attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) 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 and (2) is caused in whole or part by either

(a) any negligent act or omission of **CONTRACTOR**, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable regardless of whether or not it is caused in part by a party indemnified hereunder, or

(b) arises out of operation of law as a consequence of any act or omission of **CONTRACTOR**, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether any of them has been negligent.

B. In any and all claims against **OWNER** or **ENGINEER** or any of their agents, employees or consultants by any employee of **CONTRACTOR**, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.15.A shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by for **CONTRACTOR** or any Subcontractor under workers' or workmen's compensation acts, disability acts or other employee benefit acts.

C. The obligations of **CONTRACTOR** under Paragraph 6.15.A shall not extend to the liability of **ENGINEER**, his agents, employees or consultants arising out of the **ENGINEER**'S preparation or approval of maps, Drawings, opinions, reports, surveys, Change Orders, designs or Specifications.

D. This indemnification 6.15 shall survive the Agreement for at least two years after final payment.

ARTICLE 7 – WORK BY OTHERS

7.1 **OWNER** may perform additional work related to the Project by himself, or have additional work performed by utility service companies, or let other direct contracts therefor which shall contain General Conditions similar to these. **CONTRACTOR** shall afford the utility service companies and the other contractors who are parties to such direct contracts (or **OWNER**, if **OWNER** is performing the additional work with **OWNER**'S employees) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate his Work with theirs.

7.2 If any part of **CONTRACTOR**'S Work depends for proper execution or results upon the work of any such other contractor or utility service company (or **OWNER**), **CONTRACTOR** shall inspect and promptly report to **ENGINEER** in writing any patent or apparent defects or deficiencies in such work that render it unsuitable for such proper execution and results. **CONTRACTOR**'S failure to so report shall constitute an acceptance of the other work as fit and proper for integration with **CONTRATOR**'S Work except for latent defects and deficiencies in the other work.

7.3 **CONTRACTOR** shall do all cutting, fitting and patching of his Work that may be required to make its several parts come together properly and integrate with such other work. **CONTRACTOR** shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of **ENGINEER** and the others whose work will be affected.

7.4 If the performance of additional work by other contractors or utility service companies or **OWNER** was not noted in the Contract Documents, written notice thereof shall be given to **CONTRACTOR** prior to starting any such additional work. If **CONTRACTOR** believes that the performance of such additional work by **OWNER** or others involves additional expense or requires an extension of the Contract Time, **CONTRACTOR** may make a claim therefor as provided in Articles 11 and 12 provided that the **CONTRACTOR** will make no claim which is barred by the provisions of Paragraph 12.3.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.1 **OWNER** shall issue all communications to **CONTRACTOR** through **ENGINEER**.

8.2 In case of termination of the employment of **ENGINEER**, **OWNER** shall appoint an engineer whose status under the Contract Documents shall be that of the former **ENGINEER**.

8.3 **OWNER** shall furnish the data required of **OWNER** under the Contract Documents promptly and shall make payments to **CONTRACTOR** promptly after they are due as provided in Paragraphs 14.4.A and 14.9.A.

8.4 **OWNER**'S duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.1 and 4.4. Paragraph 4.2 refers to **OWNER**'S identifying and making available to **CONTRACTOR** copies of reports of investigations and tests of subsurface and latent physical conditions at the site or those reports that otherwise may affect performance of the Work which have been utilized by **ENGINEER** in preparing the Drawings and Specifications.

8.5 **OWNER**'S responsibilities in respect of purchasing and maintaining insurance are set forth in Article 5.

8.6 In connection with **OWNER**'S rights to request changes in the Work in accordance with Article 10, **OWNER** (especially in certain instances as provided in Paragraph 10.14) is obligated to execute Change Orders.

8.7 **OWNER**'S responsibility in respect of certain inspections, test and approvals is set forth in Paragraph 13.3.

8.8 In connection with **OWNER**'S right to stop Work or suspend Work, see Paragraphs 13.5 and 15.1. Paragraph 15.2.A deals with **OWNER**'S right to terminate services of **CONTRACTOR** under some circumstances.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.1 Owner's Representative: **ENGINEER** will be **OWNER**'S representative during the construction period. The duties and responsibilities and the limitations of authority of **ENGINEER** as **OWNER**'S representative during construction are set forth in the Contract Documents and shall not be extended without written consent of **OWNER** and **ENGINEER**.

9.2 Visits to Site: **ENGINEER** will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. **ENGINEER** shall make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, it the Work is proceeding in accordance with the Contract Documents. On the basis of such visits and on-site observations, **ENGINEER** will inform **OWNER** of the progress of the Work and will endeavor to guard **OWNER** against defects and deficiencies in the Work.

9.3 Clarifications and Interpretations: **ENGINEER** will issue with reasonable promptness such written clarifications or interpretations of the Contract Documents (in the form of Drawings or otherwise) as **ENGINEER** may determine necessary, which shall be consistent with or reasonably inferable from the overall Intent of the Contract Documents. If **CONTRACTOR** believes that a written clarification or interpretation justifies an increase in the Contract Price of Contract Time, **CONTRACTOR** may make a claim therefor as provided in articles 11 and 12.

9.4 Rejecting Defective Work: **ENGINEER** will have authority to disapprove or reject Work which **ENGINEER** believes to be defective, and will also have authority to require special inspection or testing of the Work as provided in Article 13, whether or not the Work is fabricated, installed or completed.

9.5 Project Representation: If **OWNER** and **ENGINEER** agree, **ENGINEER** will designate a Resident Project Representative to assist **ENGINEER** in observing the performance of the Work. The duties, responsibilities and limitations of authority of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions. If **OWNER** designates another agent to represent him at the site who is not **ENGINEER**'s agent or employee, the duties, responsibilities and limitations of authority of such other person will be as set forth in the Supplementary Conditions.

9.6 Decisions on Disagreements:

A. **ENGINEER** will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder: Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work shall be referred initially to **ENGINEER** in writing with a request for a formal decision in accordance with this Paragraph, which **ENGINEER** will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter shall be delivered by the claimant to **ENGINEER** and the other party to the Agreement within fifteen days of the occurrence of the event giving rise thereto and written supporting data will be submitted to **ENGINEER** and the other party within forty-five days of such occurrence unless **ENGINEER** allows an additional period of time to ascertain more accurate data. In this capacity as interpreter and judge, **ENGINEER** will not show partiality to **OWNER** or **CONTRACTOR** and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

B. The rendering of a decision by **ENGINEER** pursuant to Paragraph 9.6.A with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as provided in Paragraph 14.9) will be a condition precedent to any exercise by **OWNER** or **CONTRACTOR** of such rights or remedies as either may otherwise have under the Contract Documents or at law in respect of any such claim, dispute or other mater.

9.7 Limitations on Engineer's Responsibilities:

A. Neither **ENGINEER**'s authority to act under this Article 9 or elsewhere in the Contract Documents nor any decision made by **ENGINEER** in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of **ENGINEER** to **CONTRACTOR**, any Subcontractor, any manufacturer, fabricator, supplier or distributor or any of their agents or employees or any other person performing any of the Work.

B. Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed", "as approved" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper", or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review or judgement of **ENGINEER** as to the Work, it is intended, that such requirement, direction, review or judgement will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective never indicates that **ENGINEER** shall have authority to supervise or direct performance of the Work or authority to undertake responsibility contrary to the provisions of Paragraph 9.7.C and 9.7.D.

C. **ENGINEER** will not be responsible for **CONTRACTOR**'s means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and **ENGINEER** will not be responsible for **CONTRACTOR**'s failure to perform the Work in accordance with the Contract Documents.

D. **ENGINEER** will not be responsible for the acts or omissions of **CONTRACTOR** or of any Subcontractors, or of the agents or employees of any **CONTRACTOR** or Subcontractor, or of any other person at the site or otherwise performing any of the Work.

ARTICLE 10 – CHANGES IN THE WORK

10.1 Without invalidating the Agreement, **OWNER** may, at any time or from time to time, order additions, deletions or revisions in the work; these will be authorized by written Change Orders only; duly signed in advance by the parties and set forth in the public minutes of the **OWNER**. Upon receipt of a Change Order, **CONTRACTOR** shall proceed with the Work involved. All such work shall be executed under the applicable conditions of the Contract Documents. If any Change

Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 11 or Article 12 on the basis on a claim made by either party.

10.2 **ENGINEER** may authorize minor changes in the Work not involving an adjustment in the Contract Price or the Contract Time which are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order and shall be binding on **OWNER**, and also on **CONTRACTOR** who shall perform the change promptly. If **CONTRACTOR** believes that a Field Order Justifies an increase in the Contract Price or Contract Time, **CONTRACTOR** may make a claim therefor as provided in Article 11 or Article 12.

10.3 Additional Work performed without authorization of a Change Order will not entitle **CONTRACTOR** to an increase in the Contract Price or an extension of the Contract Time, except as in the case of an emergency as provided in Paragraph 6.12.

10.4 **OWNER** shall execute appropriate written Change Order prepared by **ENGINEER** covering changes in the Work which are required by **OWNER**, or required because of unforeseen physical conditions or emergencies, or because of uncovering work found not to be defective, or as provided in Paragraphs 11.6 and 15.1.

10.5 If notice of any changes affecting the general scope of the Work or change in the Contract Price is required by the provisions of any Bond to be given to the surety, it will be **CONTRACTOR**'S responsibility to so notify the Surety, and the amount of each applicable Bond shall be adjusted accordingly. **CONTRACTOR** shall furnish proof of such adjustment to **OWNER**.

ARTICLE 11 – CHANGE OF CONTRACT PRICE

11.1 The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to **CONTRACTOR** for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by **CONTRACTOR** shall be at his expense without change in the Contract Price.

11.2 The Contract Price may only be changed by a written Change Order duly signed in advance by the parties and set forth in the public minutes of the **OWNER**. Any claim for an increase in the Contract Price shall be based on written notice delivered to **OWNER** and **ENGINEER** within fifteen days of the occurrence of the event giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within forty-five days of such occurrence unless **ENGINEER** allows an additional period of time to ascertain accurate cost data. All claims for adjustment in the Contract Price shall be determined by **ENGINEER** if **OWNER** and **CONTRACTOR** cannot otherwise agree on the amount involved. Any change in the Contract Price resulting from any such claim shall be incorporated in a written Change Order.

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

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

B. By mutual acceptance of a lump sum.

C. On the basis of the Cost of the Work (determined as provided in Paragraph 11.4) plus a Contractor's Fee for overhead and profit (determined as provided in Paragraph 11.5).

D. Whenever the cost of any Work is to be determined pursuant to Paragraphs 11.4.A and 11.4.B, **CONTRACTOR** will submit in form acceptable to **ENGINEER**, an itemized cost breakdown together with supporting data.

11.4 Cost of the Work

A. The term Cost of the Work means the sum of all costs necessarily incurred and paid by **CONTRACTOR** in the proper performance of the Work. Except as otherwise may be agreed to in writing in advance by **OWNER**, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in Paragraph 11.4.B.

1. Payroll costs for employees in the direct employ of **CONTRACTOR** in the performance of the Work under schedules of job classifications agreed upon by **OWNER** and **CONTRACTOR**. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs 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' or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing Work after regular working hours, on 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 manufacturers' 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 all 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 the Subcontractors for work performed by Subcontractors. If required by **OWNER**, **CONTRACTOR** shall obtain competitive bids from Subcontractors acceptable to **CONTRACTOR** and shall deliver such bids to **OWNER** who will then determine, with the advice of **ENGINEER**, which bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a Fee, the Subcontractor's Cost of the Work shall be determined in the same manner as **CONTRACTOR**'S Cost of the Work. All subcontractors shall be subject to the other provisions of the Contract Documents in so far as applicable.

4. Supplemental cost including the following:
   a. Rentals of 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, installation, dismantling and removal thereof--all in accordance with 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.
   b. Cost of premiums for additional Bonds and insurance required because of changes in the Work.

B. The Term Cost of the Work shall not include any of the following:
1. Payroll costs and other compensation of **CONTRACTOR**'s officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by **CONTRACTOR** whether at the site or in his principal or a branch office for general administration of the work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.4.A.1 C

all of which are to be considered administrative costs covered by the **CONTRACTOR**'s Fee.

2. Expenses of **CONTRACTOR**'S principal and branch offices other than **CONTRACTOR**'S office at the site.
3. Any part of **CONTRACTOR**'S capital expenses, including interest on **CONTRACTOR**'S capital employed for the Work and charges against **CONTRACTOR** for delinquent payments.
4. Cost of premiums for all Bonds and for all insurance whether or not **CONTRACTOR** is required by the Contract Documents to purchase and maintain the same (except for additional Bonds and insurance required because of changes in the Work).
5. Costs due to the negligence of **CONTRACTOR**, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.
6. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 11.4.A.

11.5 Contractor's Fee:

A. The Contractor's Fee allowed to **CONTRACTOR** for overhead and profit shall be determined as follows:
   1. A mutually acceptable fixed fee; or if none can be agreed upon,
   2. A fee based on the following percentages of the various portions of the Cost of the Work:
      a. For costs incurred under Paragraphs 11.4.A.1 and 11.4.A.2, the Contractor's Fee shall not exceed a total of twenty percent for overhead and profit.
      b. For costs incurred under Paragraph 11.4.A.3, the Contractor's Fee shall not exceed a total of five percent; and if a subcontract is on the basis of Cost of the Work Plus a Fee, the maximum allowable to the Subcontractor as a fee for overhead and profit shall not exceed a total of twenty percent.
      c. No fee shall be payable on the basis of costs itemized under Paragraphs 11.4.A.4, and 11.4.B.

B. The amount of credit to be allowed by **CONTRACTOR** to **OWNER** for any such change which results in a net decrease in cost, will be the net decrease in Cost of the Work plus ten percent of the net decrease in the Cost of the Work. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any.

11.6 Cash Allowances: 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 done by such Subcontractors, manufacturers, fabricators, suppliers or distributors and for such sums within the limit of the allowances as may be acceptable to **ENGINEER**. Upon final payment, the Contract Price shall be adjusted as required and an appropriate Change Order issued. **CONTRACTOR** agrees that the original Contract Price includes such sums as **CONTRACTOR** deems proper for costs and profit on account of cash allowances. No demand for additional cost or profit in connection therewith will be allowed.

ARTICLE 12 – CHANGE OF THE CONTRACT TIME

12.1 The Contract Time may only be changed by a written Change Order approved in advance by the parties and set forth in **OWNER**'s public minutes. Any claim for an extension in the Contract Time shall be based on written notice delivered to **OWNER** and **ENGINEER** within fifteen days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence unless **ENGINEER** allows an

additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined by **OWNER** if **ENGINEER** and **CONTRACTOR** cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a written Change Order as set forth above.

12.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of **CONTRACTOR** if a claim is made therefor as provided in Paragraph 12.1. Such delays shall include, but not be limited to, acts or neglect by **OWNER** or others performing additional work as contemplated by Article 7, or to fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God. No extension of the Contract Time will be granted where the delay is attributable to a Subcontractor, manufacturer, fabricator, supplier or distributor or any other party performing services or furnishing material or equipment on behalf of the **CONTRACTOR** unless such party's delay is attributable to one of the above enumerated causes.

12.3 The time limits concerning Substantial Completion and final completion as stated in the Contract Documents are of the essence. The provisions of this Article 12 shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party, provided, however that **CONTRACTOR** shall not be entitled to damages for any delay occurring as a consequence of a delay in additional work being performed by others pursuant to Paragraph 7.1 hereof if the performance of said additional work was noted in the Contract Documents and the delay (by others) was not directly caused by the fault of **OWNER**.

ARTICLE 13 – WARRANTY AND GUARANTEE; TESTS AND INSPECTION; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.1 Warranty and Guarantee: **CONTRACTOR** warrants and guarantees to **OWNER** and **ENGINEER** that all work will be in strict accordance with the Contract Documents and will not be defective. Prompt notice after discovery of all defects shall be given to **CONTRACTOR**. All defective Work, whether or not in place, may be rejected or corrected as provided in this Article 13.

13.2 Access to Work: **ENGINEER** and **ENGINEER**'s representatives, other representatives of **OWNER**, testing agencies and governmental agencies with Jurisdictional Interests will have access to the Work at reasonable times for their observation, inspection and testing. **CONTRACTOR** shall provide proper and safe conditions for such access.

13.3 Tests and Inspections:

A. **CONTRACTOR** shall give **ENGINEER** timely notice of readiness of the Work for all required inspections, tests or approvals.

B. If any law, ordinance, rule, regulation, code, or orders of any public body having jurisdiction requires any Work (or part thereof) to specifically be inspected, tested or approved, **CONTRACTOR** (unless another party is specified in the General Requirements) shall assume full responsibility therefor, pay all costs in connection therewith and furnish **ENGINEER** the required certificates of inspection, testing or approval. **CONTRACTOR** shall also be responsible for and shall pay all costs in connection with any inspection or testing required by the Specifications in connection with **OWNER**'s or **ENGINEER**'s acceptance of a manufacturer, fabricator, supplier or distributor of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to **CONTRACTOR**'S purchase thereof for incorporation in the Work. The cost of all other inspections, tests and approvals required by the Contract Documents shall be paid by **OWNER** (unless otherwise specified).

C. All inspections, tests or approvals other than those required by law ordinance, rule, regulation, code or order of any public body having Jurisdiction shall be performed by organizations acceptable to **OWNER** (or by **ENGINEER** if so specified).

D. If any Work that is to be inspected, tested or approved is covered without written concurrence of **ENGINEER**, it must, if requested by **ENGINEER**, be uncovered for observation. Such uncovering shall be at **CONTRACTOR**'s expense unless **CONTRACTOR** has given **ENGINEER** timely notice of **CONTRACTOR**'s intention to cover such Work and **ENGINEER** has not acted with reasonable promptness in response to such notice.

E. Neither observations by **ENGINEER** nor inspections, tests or approvals by others shall relieve **CONTRACTOR** from his obligations to perform the Work in accordance with the Contract Documents.

13.4 Uncovering Work:

A. If any Work is covered contrary to the written request of **ENGINEER**, it must, if requested by **ENGINEER**, be uncovered for **ENGINEER**'s observation and replaced at **CONTRACTOR**'s expense.

B. If **ENGINEER** considers it necessary or advisable that covered Work be observed by **ENGINEER** or inspected or tested by others, **CONTRACTOR**, at **ENGINEER**'S request, shall uncover, expose or otherwise make available for observation, inspection or testing as **ENGINEER** may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, **CONTRACTOR** shall bear all expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order shall be issued. If, however, such Work is not found to be defective, **CONTRACTOR** shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing or reconstruction if he makes a claim therefor as provided in Articles 11 and 12.

13.5 Owner May Stop the Work: If the Work is defective, or **CONTRACTOR** fails to supply sufficient skilled Workmen or suitable materials or equipment, **OWNER** may order **CONTRACTOR** to stop the Work, or any portion thereof, until the cause for such order has been eliminated. However, this right of **OWNER** to stop the Work shall not give rise to any duty on the part of **OWNER** to exercise this right for the benefit of **CONTRACTOR** or any other party.

13.6 Correction or Removal of Defective Work: If required by **ENGINEER**, **CONTRACTOR** shall promptly, without cost to **OWNER** and as specified by **ENGINEER**, either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by **ENGINEER**, remove it from the site and replace it with nondefective Work.

13.7 One Year Correction Period: If, within one year after the date of Substantial Completion or such longer period of time as may be prescribed by law or 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, **CONTRACTOR** shall promptly, without cost to **OWNER** and in accordance with **OWNER**'s written instructions, either correct such defective Work, or, if it has been rejected by **OWNER**, remove it from the site and replace it with nondefective Work. If **CONTRACTOR** does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, **OWNER** may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by **CONTRACTOR**.

13.8 Acceptance of Defective Work:

A. If, instead of requiring correction or removal and replacement of defective Work, **OWNER** (and, prior to **ENGINEER**'s recommendation of final payment, also **ENGINEER**) prefers to accept it, **OWNER** may do so. In such case, if acceptance occurs prior to **ENGINEER**'s

recommendation of final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Prices or, if the acceptance occurs after such recommendation, an appropriate amount shall be paid by **CONTRACTOR** to **OWNER**.

B. **OWNER** may require **CONTRACTOR** to furnish, at **CONTRACTOR**'S expense, performance guarantees and additional Bonds prior to acceptance of defective Work.

13.9 Owner May Correct Defective Work: If **CONTRACTOR** fails within a reasonable time after written notice of **ENGINEER** to proceed to correct and to correct defective work or to remove and replace rejected Work as required by **ENGINEER** in accordance with Paragraph 13.6, or if **CONTRACTOR** fails to perform the work in accordance with the Contract Documents (including any requirements of the progress schedule), **OWNER** may, after seven days' written notice to **CONTRACTOR**, correct and remedy any such deficiency. In exercising his rights under this Paragraph, **OWNER** shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, **OWNER** may exclude **CONTRACTOR** from all or part of the site, take possession of all or part of the Work, and suspend **CONTRACTOR**'s services related thereto, take possession of **CONTRACTOR**'s tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which **OWNER** has paid **CONTRACTOR** but which are stored elsewhere. **CONTRACTOR** shall allow **OWNER**, **OWNER**'s representatives, agents and employees such access to the site as may be necessary to enable **OWNER** to exercise his rights under this Paragraph. All direct and indirect costs of **OWNER** in exercising such rights shall be charged against **CONTRACTOR** in an amount verified by **ENGINEER**, and a Change Order shall be issued incorporating the necessary revisions in the Contract Documents and a reduction in the Contract Price. Such direct and indirect costs shall include, in particular but without limitation, compensation for additional professional services required and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of **CONTRACTOR**'s defective Work. **CONTRACTOR** shall not be allowed an extension of the Contract Time because of any delay in his performance of the Work attributable to the exercise by **OWNER** of **OWNER**'s rights hereunder.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.1 Schedules: At least twenty days prior to submitting the first application for a progress payment, **CONTRACTOR** shall (except as otherwise specified in the General Requirements) submit to **ENGINEER** a progress schedule, final schedule of Shop Drawings submission and where applicable, a schedule of values of the Work. These schedules shall be satisfactory in form and substance to **ENGINEER**. The schedule of values shall include, quantities and unit prices aggregating the Contract Price, and shall subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Upon acceptance of the schedule of values by **ENGINEER**, it shall be incorporated into a form of Application for Payment acceptable to **ENGINEER**.

14.2 Application for Progress Payment: At least ten days before each application for a progress payment falls due (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 and also as **ENGINEER** may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by such data, satisfactory to **OWNER**, as will establish **OWNER**'s title to the material and equipment and protect **OWNER**'s interest therein, including applicable insurance. Each subsequent Application for Payment shall include an affidavit of **CONTRACTOR** stating that all previous progress payments received on account of the Work have been applied to discharge in full all of **CONTRACTOR**'s obligations reflected in prior Applications for Payment. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

14.3 Contractor's Warranty of Title: **CONTRACTOR** warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to **OWNER** at the time of payment free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens").

14.4 Review of Applications for Progress Payments:

A. **ENGINEER** will, within ten days after receipt of each Application for Payment, either indicate in writing his recommendation of payment and present the Application to **OWNER**, or return the Application to **CONTRACTOR** indicating in writing **ENGINEEER**'s reasons for refusing to recommend payment. In the latter case, **CONTRACTOR** may make the necessary corrections and resubmit the Application.

B. **ENGINEER**'s recommendation of any payment requested in an Application for Payment will constitute a representation by **ENGINEER** to **OWNER**, based on **ENGINEER**'s on-site observations of the Work in progress as an experienced and qualified design professional and on **ENGINEEER**'s review of the Application for Payment and the accompanying data and schedules that the Work has progressed to the point indicated that, to the best of **ENGINEER**'s knowledge, information and belief, the quality of the work is in accordance with the Contract Documents (subject to an evaluation of the work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in the recommendation) and that **CONTRACTOR** is entitled to payment of the amount recommended. However, by recommending any such payment **ENGINEER** will not thereby be deemed to have represented that exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work, or that the means, methods, techniques, sequences, and procedures of construction have been reviewed, or that any examination has been made to ascertain how or for what purpose **CONTRACTOR** has used the moneys paid or to be paid to **CONTRACTOR** on account of the Contract Price, or that title to any Work, materials or equipment has passed to **OWNER** free and clear of any Liens.

C. **ENGINEER**'s recommendation of final payment will constitute an additional representation by **ENGINEER** to **OWNER** that the conditions precedent to **CONTRACTOR**'s being entitled to final payment as set forth in Paragraph 14.9 have been fulfilled.

D. **ENGINEER** may refuse to recommend the whole or any part of any payment if, in **ENGINEER**'s opinion, it would be incorrect to make such representations to **OWNER**. **ENGINEER** may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify and such payment previously recommended, to such extent as may be necessary in **ENGINEER**'s opinion to protect **OWNER** from loss because:

1. The Work is defective, or completed Work has been damaged requiring correction or replacement,
2. Written claims have been made against **OWNER** or Liens have been filed in connection with the Work,
3. The Contract Price has been reduced because of Modifications,
4. **OWNER** has been required to correct defective Work or complete the Work in accordance with Paragraph 13.9,
5. Of **CONTRACTOR**'s unsatisfactory prosecution of the Work in accordance with the Contract Documents, or
6. Of **CONTRACTOR**'s failure to make payment to Subcontractors for labor, materials or equipment.

14.6 Partial Utilization: Use by **OWNER** of completed portions of the Work may be accomplished prior to Substantial Completion of all the Work subject to the following:

A. **OWNER** at any time may request **CONTRACTOR** in writing to permit **OWNER** to use any part of the Work which **OWNER** believes to be substantially complete and which may be used without significant interference with construction of the other parts of the Work. If **CONTRACTOR** agrees, **CONTRACTOR** will certify to **OWNER** and **ENGINEER** that said part of the Work is substantially complete and request **ENGINEER** to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time thereafter **OWNER**, **CONTRACTOR** and **ENGINEER** shall make an inspection of that part of the Work to be substantially complete, **ENGINEER** will notify **OWNER** and **CONTRACTOR** in writing giving his reason therefor. If **ENGINEER** considers that part of the Work to be substantially complete, **ENGINEER** will execute and deliver to **OWNER** and **CONTRACTOR** a certificate to that effect, fixing the date of Substantial Completion as to that part of the Work, attaching thereto a tentative list of items to be completed or corrected before final payment. Prior to issuing a certificate of Substantial Completion as to part of the Work, **ENGINEER** will deliver to **OWNER** and **CONTRACTOR** a written recommendation as to the division of responsibilities pending final payment between **OWNER** and **CONTRACTOR**, with respect to security, operation, safety, maintenance, utilities and insurance for that part of the Work which shall become binding upon **OWNER** and **CONTRACTOR** at the time of issuing the definitive certificate of Substantial Completion as to that part of the Work, unless **OWNER** and **CONTRACTOR** shall have otherwise agreed in writing and so informed **ENGINEER**. **OWNER** shall have the right to exclude **CONTRACTOR** from any part of the Work which **ENGINEER** has so certified to be substantially complete, but **OWNER** shall allow **CONTRACTOR** reasonable access to complete or correct items on the tentative list.

B. In lieu of the issuance of a Certificate of Substantial Completion as to part of the Work, **OWNER** may take over operation of a facility constituting part of the Work whether or not it is substantially complete if such facility is functionally and separately useable provided that prior to any such take over, **OWNER** and **CONTRACTOR** have agreed as to the division of responsibilities between **OWNER** and **CONTRACTOR** for security, operation, safety, maintenance, correction period, heat, utilities and insurance with respect to such facility.

C. No occupancy of part of the Work or taking over of operations of a facility will be accomplished prior to compliance with the requirements of Paragraph 5.8, in respect of property insurance.

14.7 Final Inspection: Upon written notice from **CONTRACTOR** that the Work is complete, **ENGINEER** will make a final inspection with **OWNER** and **CONTRACTOR** and will notify **CONTRACTOR** in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. **CONTRACTOR** shall immediately take such measures as are necessary to remedy such deficiencies.

14.8 Final Application for Payment: After **CONTRACTOR** has completed all such corrections to the satisfaction of **ENGINEER** and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked up record documents, and other documents all as required by the Contract Documents, and after **ENGINEER** has indicated that the Work is acceptable (subject to the provisions of Paragraph 14.10) **CONTRACTOR** may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents and such other data and schedules as **ENGINEER** may reasonably require, together with complete and legally effective releases or waivers (satisfactory to **OWNER**) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by **OWNER**, **CONTRACTOR** may furnish receipts or releases in full as an affidavit of **CONTRACTOR** that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which **OWNER** or his property might in any way be responsible, have been paid or otherwise satisfied and consent of the Surety, if any, to final payment. If any Subcontractor, manufacturer,

fabricator, supplier or distributor fails to furnish a release or receipt in full, **CONTRACTOR** may furnish a Bond or other collateral satisfactory to **OWNER** to indemnify **OWNER** against any Lien.

14.9 Final Payment and Acceptance:

A. 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, all as required by the Contract Documents, **ENGINEER** is satisfied that the Work has been completed and **CONTRACTOR** has fulfilled all of his obligations under the Contract Documents, **ENGINEER** will, within ten days after receipt of the final Application for Payment, indicate in writing his recommendation of payment and present the Application to **OWNER** for payment. Thereupon **ENGINEER** will give written notice to **OWNER** and **CONTRACTOR** that the Work is acceptable subject to the provisions of Paragraph 14.11. Otherwise, **ENGINEER** will return the Application 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. If the Application and accompanying documentation are appropriate as to form and substance, **OWNER** shall, within thirty days after receipt thereof, pay **CONTRACTOR** the amount recommended by **ENGINEER**.

B. If, through no fault of **CONTRACTOR**, final completion is materially delayed and if **ENGINEER** so confirms, **OWNER** shall, upon receipt of **CONTRACTOR**'s final Application for Payment and recommendations of **ENGINEER**, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by **OWNER** for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in Paragraph 5.1, the written consent of the Surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by **CONTRACTOR** to **ENGINEER** with his Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

14.10 Contractor's Continuing Obligation: **CONTRACTOR**'s obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by **ENGINEER**, nor the issuance of a certificate of Substantial Completion, nor any payment by **OWNER** to **CONTRACTOR** under the Contract Documents, nor any use or occupancy of the Work or any part thereof by **OWNER**, nor any act of acceptance by **OWNER** nor any failure to do so, nor the issuance of a notice of acceptability by **ENGINEER** pursuant to Paragraph 14.9, nor any correction of defective Work by **OWNER** shall constitute an acceptance of Work not in accordance with the Contract Documents or a release of **CONTRACTOR**'s obligation to perform the Work in accordance with the Contract Documents.

14.11 Waiver of Claims: The making and acceptance of final payment shall constitute:

A. A waiver of all claims by **OWNER** against **CONTRACTOR**, except claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.7 or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein: however it shall not constitute a waiver by the **OWNER** of any rights in respect of **CONTRACTOR**'s continuing obligations under the Contract Documents; and

B. A waiver of all claims by **CONTRACTOR** against **OWNER** other than those previously made in writing and still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.1 Owner May Suspend Work: **OWNER** may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to **CONTRACTOR** and **ENGINEER** which shall fix the date on which Work shall be resumed. **CONTRACTOR** shall resume the Work on the date so fixed. **CONTRACTOR** will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if he makes a claim therefor as provided in Articles 11 and 12.

15.2 Owner May Terminate:

A. Upon the occurrence of any one or more of the following events:

1. If **CONTRACTOR** is adjudged as bankrupt or insolvent,
2. If **CONTRACTOR** makes a general assignment for the benefit of creditors,
3. If a trustee or receiver is appointed for **CONTRACTOR** or for any of **CONTRACTOR**'S property,
4. If **CONTRACTOR** files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws,
5. If **CONTRACTOR** repeatedly fails to supply sufficient skilled Workmen or suitable materials or equipment,
6. If **CONTRACTOR** repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment,
7. If **CONTRACTOR** disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction,
8. If **CONTRACTOR** disregards the authority of **ENGINEER**, or
9. If **CONTRACTOR** otherwise violates in any substantial way any provisions of the Contract Documents,

OWNER may, after giving **CONTRACTOR** and his Surety seven days' written notice, terminate the services of **CONTRACTOR**, exclude **CONTRACTOR** from the site and take possession of the Work and of all **CONTRACTOR**'S tools, appliances, construction equipment and machinery at the site and use the same to full extent they could be used by **CONTRACTOR** (without liability to **CONTRACTOR** for trespass or conversion), 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 finish the Work as **OWNER** may deem expedient. In such case **CONTRACTOR** shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Work, including compensation for additional professional services, such excess shall be paid to **CONTRACTOR**. If such costs exceed such unpaid balance, **CONTRACTOR** shall pay the difference to **OWNER**. Such costs incurred by **OWNER** shall be verified by **ENGINEER** and incorporated in a Change Order, but in finishing the work **OWNER** shall not be required to obtain the lowest figure for the Work performed.

B. Where **CONTRACTOR**'s services have been so terminated by **OWNER**, the termination shall not affect any rights of **OWNER** against **CONTRACTOR** then existing or which may thereafter accrue. Any retention or payment of moneys due **CONTRACTOR** by **OWNER** will not release **CONTRACTOR** from liability.

C. Upon seven days' written notice to **CONTRACTOR** and **ENGINEER**, **OWNER** may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement. In such case, **CONTRACTOR** shall be paid for all Work executed and any expense sustained plus reasonable termination expenses.

15.3 Contractor May Stop Work or Terminate: If, through no act or fault of **CONTRACTOR**, the Work is suspended for a period of more than ninety days by **OWNER** or under an order of court or other public authority, or **ENGINEER** fails to acts on any Application for Payment within thirty days after it is submitted, or **OWNER** fails to pay **CONTRACTOR** any sum finally determined to be due, then **CONTRACTOR** may, upon seven days' written notice to **OWNER** and E**NGINEER**, terminate the Agreement and recover from **OWNER** payment for all Work executed and any expense sustained plus reasonable termination expenses. In addition and in lieu if terminating the Agreement, if **ENGINEER** has failed to act on an Application for Payment or **OWNER** has failed to make any payment as aforesaid, **CONTRACTOR** may upon seven days' written notice to **OWNER** and **ENGINEER** stop the Work until payment of all amounts then due. The provision of this paragraph shall not relieve **CONTRACTOR** of his obligations under Paragraph 6.14 to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with **OWNER**.

ARTICLE 16 – DISPUTE RESOLUTION

16.1 Unless otherwise provided in the Supplementary Conditions, all claims, disputes and other matters in question between **OWNER** and **CONTRACTOR** arising out of, or relating to the Contract Documents or the breach thereof, except for claims which have been waived by the making or acceptance of final payment as provided by Paragraph 14.11, shall be decided by the courts of the jurisdiction in which the Project is located.

16.2 In the case of any dispute that is required to be referred to **ENGINEER** initially for decision in accordance with Paragraph 9.6, no legal proceeding shall be instituted prior to the earlier of (a) the date on which **ENGINEER** had rendered a decision, or (b) the tenth day after the parties have presented their evidence to **ENGINEER**: and no proceeding with respect to such dispute shall be made later than thirty days after the date on which **ENGINEER** has rendered a written decision in respect thereof.

ARTICLE 17 – MISCELLANEOUS

17.1 Giving Notice: Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of notice.

17.2 Computation of Time: When any period of time is referred to in the Contract Documents by days, it shall 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 shall be omitted from the computation.

17.3 General:

A. Should **OWNER** suffer injury or damage to his person or property because of any error, omission or act of the **CONTRACTOR** or of any of the **CONTRACTOR**'s employees or agents or others for whose acts the **CONTRACTOR** is legally liable, claim shall be made in writing to the **CONTRACTOR** within a reasonable time of the first observance of such injury or damage.

B. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon **CONTRACTOR**, by Paragraphs 6.15, 13.1, 13.6, 13.9, 14.3 and 15.2 and all of the rights and remedies available to **OWNER** and **ENGINEER** thereunder, shall be in addition to, and shall not 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 law or contract, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this

Paragraph shall 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. All representations, warranties and guarantees made in the Contract Documents shall survive final payment and termination or completion of this Agreement.

17.4 Headings: The Article and Paragraph headings are inserted for convenience only and do not constitute part of these General Conditions.

END OF SECTION

SECTION 007300
SUPPLEMENTARY CONDITIONS

1.	Definitions	007300-2
2.	Before Starting Construction	007300-2
3.	Preconstruction Conference	007300-2
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SUPPLEMENTAL CONDITIONS

1. Definitions

The definition of “Technical Specifications” shall be the same as the definition for Specifications stated in Article 1 of the General Conditions.

The definition of “Contract Documents” included in Article 1 of the General Conditions shall be expanded to include the Advertisement for Bids, “Notice of Award, and Notice to Proceed.”

2. Before Starting Construction

In addition to the requirements of Paragraph 2.5.B of the General Conditions, “**CONTRACTOR** shall submit to **ENGINEER** for review and acceptance, an estimated work payment schedule in dollars versus contract time. The payment schedule shall be submitted together with the progress schedule and schedule of Shop Drawings within ten (10) days after the Effective date of the Agreement.”

In addition to the requirements of Paragraph 2.5 of the General Conditions, “**CONTRACTOR** shall deliver to the **OWNER**, with his signed Contract, all bonds and insurance which he is required to purchase and maintain in accordance with Article 5 of the General Conditions. A copy shall also be submitted to the **ENGINEER**. The **OWNER** shall deliver to the **CONTRACTOR** a copy of all policies of insurance which the **OWNER** is required to purchase and maintain in accordance with Article 5 of the General Conditions.”

3. Preconstruction Conference

The time period for holding the preconstruction conference as stated in Paragraph 2.6 of the General Conditions shall be changed from within 20 days to within 30 days after the Effective date of the Agreement, but before the **CONTRACTOR** starts the Work at the site.

4. Insurance Requirements

In addition to the requirements of Article 5 of the General Conditions, insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the **CONTRACTOR** under the terms of the Contract. The **CONTRACTOR** shall procure and maintain at his own expense any additional kinds and amounts of insurance that, in his own judgement, may be necessary for his proper protection in the prosecution of the Work.

The **CONTRACTOR** shall carry insurance as prescribed herein and all policies shall be with companies satisfactory to the City of Gluckstadt, Mississippi.

If a part of this Contract is sublet, the **CONTRACTOR** shall require each Subcontractor to carry insurance of the same kinds and in like amounts as carried by the **CONTRACTOR**.

Certificates of insurance shall state that 10 days written notice will be given to the **OWNER** before the policy is cancelled or changed. No **CONTRACTOR** or Subcontractor will be allowed to start any construction work on this Contract until certificates of all insurance required herein are filed and approved by the **OWNER**. The certificates shall show the type, amount, class of operations covered, effective dates and the dates of the expiration of policies.

The **CONTRACTOR** shall secure and maintain in effect for the period of the Contract and pay all premiums for the following kinds and amounts of insurance.

a. Worker's Compensation and Employer's Liability Insurance

This insurance shall protect the **CONTRACTOR** against all claims under the applicable State Worker's Compensation Laws. The **CONTRACTOR** shall also be protected and shall cause each Subcontractor to be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a Worker's Compensation Law. The liability limits shall not be less than the required statutory limits for Worker's Compensation and Employer's Liability in the amount of ONE HUNDRED THOUSAND DOLLARS ($100,000.00) for each person. This policy shall include an all states endorsement.

b. **CONTRACTOR**'S Comprehensive Public Liability and Property Damage Insurance, covering all operations in connection with the performance if this Contract in amounts not less than the following:

Bodily injury liability in the amount of ONE MILLION DOLLARS ($1,000,000) for each person and ONE MILLION DOLLARS ($1,000,000) for each accident and property damage liability in the amount of ONE MILLION DOLLARS ($1,000,000) for all damages arising out of the injury or destruction of property in any one accident and subject to that limit per accident a total for aggregate limit of ONE MILLION DOLLARS ($1,000,000) for all damages arising out of injury to or destruction of property during the policy period.

The Comprehensive Public Liability and Property Damage policies carried by both the **CONTRACTOR** and the Subcontractors shall contain an endorsement to include the coverage of the following hazards:

i. Explosion, collapse, and underground property damage to include any damage or destruction of property below the surface of the ground, such as wires, conduits, pipes, mains, sewers, etc., caused by the **CONTRACTOR**'S operations.

ii. The collapse of an structural injury to any building, structure or property on or adjacent to the **OWNER**'S premises or right-of-way caused by the **CONTRACTOR**'S operations in the removal of other buildings, structures, or supports, or by excavation below the surface of the ground.

iii. Contractual Liability Coverage for the Hold Harmless segments of the Contract Documents.

c. CONTRACTOR'S Contingent or Protective Liability and Property Damage:

In case part of this Contract is sublet, the **CONTRACTOR** shall secure contingent or protective liability and property damage insurance to protect him from any and all claims arising from the operation of his Subcontractors in the execution of Work included in the Contract. In no case shall the amount of such protection be less than the limits of $1,000,000 for Public Liability Insurance and $1,000,000 for Property Damage Insurance. The coverage in each case shall be acceptable to the **OWNER**.

d. Automotive Public Liability and Property Damage

The **CONTRACTOR** shall maintain automobile public liability insurance in the amount of not less than ONE MILLION DOLLARS ($1,000,000) for injury to one person and ONE MILLION DOLLARS ($1,000,000) for one accident; and automobile property damage insurance in the amount of not less than ONE MILLION DOLLARS ($1,000,000) for one accident to protect him from any and all claims arising from the use of the following:

i. **CONTRACTOR**'S own automobiles and trucks.

ii. Hired automobiles and trucks.

iii. Automobiles and trucks owned by Subcontractors.

The aforementioned is to cover use of automobiles and trucks on and off the site of the Project.

e. OWNER'S Protective Liability Policy

The **CONTRACTOR** shall maintain **OWNER**'S Protective Liability Insurance with City of Gluckstadt as the named insured, and the **ENGINEER**, and their servants, agents, and employees as additional insureds in amounts not less than the following:

i. Bodily Injury in the amount of ONE MILLION DOLLARS ($1,000,000) for each person and ONE MILLION DOLLARS ($1,000,000) for each accident and property damage liability in the amount of ONE MILLION DOLLARS ($1,000,000) for all damages arising out of an injury or destruction of property in any one accident and subject to that limit per accident a total (or aggregate) limit of ONE MILLION DOLLARS ($1,000,000) for all damages arising out of injury to or destruction of property during the policy period.

f. Builder's Risk Insurance Fire and Extended Coverage

Until the Project is completed and is accepted by the **OWNER**, the **CONTRACTOR** is required to maintain Builder's Risk Insurance (fire and extended coverage) adequate to fully cover the insurable portion of the Project for the benefit of the **OWNER**, the **CONTRACTOR** and Subcontractors as their interests may appear.

5. Concerning Subcontractors: Not Used.

6. Record Documents

In addition to the requirements of Paragraph 6.10 of the General Conditions, **CONTRACTOR** shall provide accurate 'mark-ups' acceptable to the **ENGINEER** on or before the date of Substantial Completion of the Project for use by the **ENGINEER** in preparation of 'record' drawings. Final payment will not be made to the **CONTRACTOR** prior to the **ENGINEER** receiving these mark-ups from the **CONTRACTOR**.

7. Limitations on ENGINEER'S Responsibilities

In addition to the requirements of Paragraph 9.7C, when it comes to his attention, the **ENGINEER** will immediately notify the **OWNER** in the event that the **CONTRACTOR** is not complying with the Contract Documents or is conducting the Work in such a manner that could be considered grounds for termination of the Contract. The **CONTRACTOR** shall retain responsibility for performing all Work in compliance with the Contract Documents.

8. Change of Contract Price:

In addition to the requirements of Article 11 of the General Conditions, the following is added:

If the Contractor is delayed, hindered or impeded at any time in the progress of the Work for any reason or by any alleged act or neglect of the Owner or the Engineer, or by any employee of either or by a separate Contractor employed by the Owner, or by changes ordered in the scope of the Work, or by other causes beyond the Contractor's control, then the Contract Time may be extended by Change Order for such reasonable time as is agreed to by the Owner. However, to the fullest extent permitted by law, and notwithstanding any other provisions in the Contract Documents, the Owner and it's agents and employees shall not be liable for any damages for

delay whether for direct or indirect costs, extended home office overhead, idle or inefficient labor or equipment, cost escalations, or monetary claims of any nature arising from or attributable to delay by any cause whatsoever. The Contractor's sole and exclusive right and remedy for delay by any cause is an extension of the Contract Time but no increase in the Contract Price.

9. Change of the Contract Time

In addition to the requirements of Paragraph 12.2 of the General Conditions, the following conditions must be satisfied in order for the Owner and Engineer to award a time extension for unusually severe weather:

a. The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

b. The unusually severe weather must cause a delay in the completion of the project. The delay must be beyond control without the fault of negligence of the **CONTRACTOR**.

c. The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the baseline for monthly weather time evaluations. The **CONTRACTORS'S** activity durations for inclusion in the progress schedule must reflect these anticipated adverse weather delays in all-weather dependent activities.

Month	Days	Month	Days
January	6	July	5
February	6	August	6
March	5	September	5
April	6	October	4
May	5	November	4
June	7	December	5

10. Payments to CONTRACTOR

Paragraph 14.2, Application for Progress Payment, is deleted in its entirety and the following substituted therefore:

a. Monthly Estimates and Partial Payments: The **CONTRACTOR**'**S** partial payment period shall end on the last day of each month. The **CONTRACTOR** shall submit acceptable Application for Payment to the **ENGINEER** by the 5th of each month provided that the amount due on completed work is at least $500.00. The partial payment request shall be filled out and signed by the **CONTRACTOR** covering the work completed as of the date of the request and accompanied by such supporting documentation as it's required by the Contract Documents and as the **ENGINEER** may reasonably require. At the discretion of the **OWNER**, the **ENGINEER** may be authorized to include in any monthly estimate advances covering approximately 95 percent of the value of unused materials delivered and stored on the site of the work. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site, the Application for Payment shall also be accompanied by such data, satisfactory to **OWNER**, as will establish **OWNER**'S title to the material and equipment and protect **OWNER**'S title to the material and equipment and protect **OWNER**'S interest therein, including applicable insurance. Each subsequent Application for Payment shall

include an affidavit of **CONTRACTOR** stating that all previous progress payments received on account of the Work have been applied to discharge in full all of **CONTRACTOR**'S obligations reflected in prior Applications for Payment.

b. After each monthly estimate has been approved, the **OWNER** shall pay 95 percent of the amount of said estimate. From the total value of each estimate there will be deducted an amount equivalent to 5 percent of the whole as a retainage to be held by the **OWNER**. The monthly estimates will be approximate only and subject to correction in any subsequent estimate rendered following discovery of the error. At the discretion of the **OWNER**, the **ENGINEER** may be authorized to include any monthly advances covering approximately 95 percent of the value of unused materials delivered and stored on the site of the work.

c. After discovery of any defective or questionable work, an amount equal to the estimated value of such work will be deducted from the next current estimate. The sum will not be included in a subsequent estimate until the defects have been remedied to the **ENGINEER**'S satisfaction.

d. The **OWNER** reserves the right to withhold payment of any monthly estimate that becomes due if, in the opinion of the **OWNER**'S Attorney, such action is warranted because of any breach of the Contract Provisions or malfeasance on the part of the **CONTRACTOR** or because the progress or the quality of the work is unsatisfactory and does not comply with the Plans and Specifications.

e. The **CONTRACTOR** may, at his option, withdraw the 5 percent retainage, or a part thereof, after 50 percent of the work has been completed, provided the **CONTRACTOR** has placed negotiable securities with the **OWNER** in compliance with Section 31-5-15 of the Mississippi Code of 1972.

The last sentence in Paragraph 14.9A of the General Conditions is modified to read, "If the Application and accompanying documentation are appropriate as to form and substance, **OWNER** shall, within 60 days after receipt thereof, pay **CONTRACTOR** the amount recommended by **ENGINEER**."

11. Subsurface Investigation Reports
Not Applicable.

12. Section 023000 – Exhibits (Site Plan & Layout)

13. Commencement of Contract Time: Notice to Proceed

The commencement of Contract Time, a stated in Item 2.3 of the General Conditions is changed to read The Contract Time will commence to run within the sixtieth day after the Effective Date of the Agreement, or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed; but in no event shall the Contract Time commence to run later than the sixtieth day after the Effective Date of the Agreement.

Notice to Proceed may be given at any time within sixty days after the Effective Date of the Agreement.

14. Maintenance of Traffic

Public Safety: Barricades, Signs, and Lights: Prior to any work, the **CONTRACTOR** shall have available barricades, signs, and lights in sufficient quantity to properly mark each street or any part thereof that is under construction in a manner in which the general public will readily know that the street is under construction and caution is necessary. These barricades, signs and lights shall be located to serve as warning, directive and instructive signs. Within the limits of the plans and specifications, the decision of the **ENGINEER** shall be final as to the type, number, and location of all barricades, signs, and lights.

In all cases, the type, number, and location of all barricades, signs, and lights shall conform to the standards set forth in the "Manual on Uniform Traffic Control Devices for Streets and Highways."

At all points along the work, where the nature of the construction operations in progress and the equipment and machinery in use is of such character as to endanger passing traffic, the **CONTRACTOR** shall, regardless of the time of day, provide such barricades, signs, and lights. Watchmen will be stationed where necessary to insure against accidents and avoid damage or injury to passing traffic.

The **CONTRACTOR** shall, for 24 hours per day during the total time of the contract (Sundays and holidays included), maintain an emergency telephone number and have available on this telephone, a person to take emergency calls. This person shall have the authority to direct personnel and materials to the point of emergency for necessary corrective measures.

Immediately upon receipt of the construction work order and prior to the beginning of work, the **CONTRACTOR** shall notify the **ENGINEER** in writing of the emergency telephone number giving the names of the people assigned to the respective shifts.

Barricades and signs shall meet the construction requirements set forth in the Manual on Uniform Traffic Control Devices for Streets and Highways. Lights shall also comply with requirements outlined in the Manual on Uniform Traffic Control Devices for Streets and Highways.

All barricades, signs and lights shall be maintained in first-class condition. Barricades and signs shall be repaired, cleaned or repainted as the case necessitates maintaining a neat, presentable and secure barricade. Lights shall be repaired, cleaned, adjusted and refilled or batteries recharged to ensure a minimum of 12 hours continuous burning. The **CONTRACTOR** shall, at any time that he is so directed by the **ENGINEER**, repair, remove or replace any sign, barricade or light if, in the opinion of the **ENGINEER**, the said sign, barricade or light is not performing its function as set forth in these Specifications.

15. Liquidated and Special Damages

Liquidated Damages: The **CONTRACTOR** will be subject to liquidated damages in the amount of $750.00 each consecutive calendar day after the time stipulated for Final Completion of the work.

The liquidated damages provided for herein were not calculated in contemplation or anticipation that the **CONTRACTOR** would default or otherwise abandon the project. In the event the **CONTRACTOR** does default or otherwise abandon the project, the **OWNER** reserves the right to collect from the **CONTRACTOR** or its surety, in addition to the liquidated damages, the actual damages including, but not limited to, additional engineering costs, incurred by the **OWNER** as a result of the default or abandonment.

END OF SECTION

SECTION 011100
SUMMARY OF WORK

PART 1 GENERAL

1.01 LOCATION OF WORK

A. All Work of this Contract is located on property owned by, leased by, or otherwise permitted for use by the Owner within the City of Gluckstadt, Mississippi.

1.02 WORK TO BE DONE

A. The Contractor shall furnish all labor, materials, equipment, tools, transportation, supervision, services, and incidentals necessary to provide a complete and fully functional Project in accordance with the Contract Documents.

B. The Work shall include the purchase, delivery, assembly, installation, construction, testing, inspection, and completion of all improvements required by the Contract Documents. The Contractor shall perform the Work complete, in place, and ready for its intended use.

C. The Contractor shall provide all incidental work necessary for completion of the Project, including, but not limited to, mobilization and demobilization, layout, minor site preparation and grading, excavation, backfill, compaction, foundations and footings, anchorage, drainage associated with the Work, utility coordination and connections where required, testing, permits, cleanup, repairs, replacement of damaged improvements, restoration, final grading, and stabilization of disturbed areas.

D. Mobilization and demobilization shall be considered incidental to the Work unless specifically identified as a separate Lump Sum Bid Item in the Proposal.

E. Materials, equipment, components, accessories, hardware, fasteners, foundations, connections, skills, tools, labor, and incidental items that are reasonably inferable or necessary to provide a complete, safe, functional, and properly installed Project shall be furnished by the Contractor whether or not each individual item is specifically identified in the Contract Documents.

F. The Contractor shall comply with all applicable federal, state, county, and municipal laws, codes, ordinances, regulations, accessibility requirements, manufacturer requirements, and industry standards applicable to the Work.

1.03 GENERAL DESCRIPTION OF WORK TO BE PERFORMED

A. The Project generally consists of furnishing, purchasing, delivering, and installing improvements for the Gluckstadt Community Park, including, but not necessarily limited to, the following:

1. Playground area, including playground equipment, associated components, accessories, foundations, anchorage systems, and required installation.
2. Fitness area, including outdoor fitness equipment, associated components, accessories, foundations, anchorage systems, and required installation.
3. Splash pad area, including splash pad equipment, features, components, accessories, foundations, piping, connections, controls, and other appurtenances specifically required by the Contract Documents and equipment manufacturer.
4. Fencing, gates, posts, foundations, hardware, and associated components around the designated playground, fitness, splash pad, and/or other areas identified in the Contract Documents.

5. Concrete sidewalks, concrete paving, curbing, equipment pads, foundations, and other miscellaneous concrete improvements required for completion of the Work.
6. Artificial or synthetic turf systems, including required subgrade preparation, base materials, drainage components, edging, seams, infill, and other materials required for a complete installation where specified.
7. Minor site grading, excavation, filling, compaction, and preparation necessary to establish the required grades and provide suitable surfaces for the proposed improvements.
8. Site preparation and selective demolition or removal of existing materials and improvements where necessary to complete the proposed Work.
9. Restoration, final grading, cleanup, stabilization, and repair of areas disturbed by construction.
10. All other incidental work, materials, equipment, accessories, connections, and services necessary to provide complete and functional playground, fitness, splash pad, fencing, sidewalk, turf, and associated site improvements in accordance with the Contract Documents.

B. The description above is intended to provide a general summary of the Work and shall not be construed as a complete listing of every item required. The Contractor shall review all Contract Documents, Specifications, equipment information, manufacturer requirements, details, schedules, and other information furnished as part of the Contract Documents and shall include in the Bid all Work necessary for a complete installation.

C. Where dimensions, limits, quantities, installation requirements, or other information are provided by equipment manufacturers or suppliers, the Contractor shall coordinate such requirements with the Work and verify all applicable field conditions prior to installation.

D. The Contractor shall be responsible for coordinating the various components of the Work so that the completed playground, fitness area, splash pad, fencing, sidewalks, turf areas, and associated improvements function together as a complete Project.

1.04 LUMP SUM BID ITEMS

A. The Lump Sum Bid Items included in the Proposal are intended to provide a breakdown of the total Contract Price for bidding and, as applicable, payment purposes. Each Lump Sum Bid Item shall include all labor, materials, equipment, tools, transportation, supervision, coordination, manufacturer-required components and accessories, incidentals, testing, startup, training, warranties, and other Work necessary to provide the respective portion of the Work complete, operational, and ready for its intended use in accordance with the Contract Documents.

B. The descriptions and division of the Lump Sum Bid Items shall not be construed as limiting the Contractor's responsibility to provide a complete Project. Work reasonably inferable or necessary for the complete installation of the improvements, whether specifically identified as a separate Bid Item or not, shall be included within the applicable Lump Sum Bid Item or Items and shall not constitute a basis for additional compensation.

C. Where Work could reasonably be associated with more than one Lump Sum Bid Item, the Contractor shall include the cost of such Work within the appropriate Lump Sum Bid Item or Items so that the total Bid includes the complete cost of the Work without omission or duplication.

D. The Contractor shall review the entire Contract Documents in determining the scope and price of each Lump Sum Bid Item. The Bid Item descriptions are provided for convenience and shall be considered together with the requirements of the applicable Specifications, manufacturer requirements, approved submittals, and other Contract Documents.

E. Refer to the Proposal for the individual Lump Sum Bid Items and Bid amounts.

1.05 WORK SEQUENCE

A. The Contractor shall coordinate the sequence and scheduling of the Work with the Engineer and Owner and shall conduct operations in a manner that minimizes disruption to adjacent properties, existing park facilities, and the general public.

B. Construction shall be performed in an orderly sequence to allow proper coordination between site grading, underground or concealed work, concrete construction, equipment foundations, equipment installation, fencing, turf installation, sidewalks, and final restoration.

C. The Contractor shall coordinate the Work of all subcontractors, suppliers, equipment manufacturers, and installers to avoid conflicts between the various components of the Project.

D. Areas under construction shall be appropriately secured and protected from public access until the Work has been completed, inspected, and accepted for use by the Owner.

1.06 CONSTRUCTION AREAS

A. The Contractor shall limit use of the site to areas necessary for performance of the Work. Storage and staging areas for materials, equipment, and employee vehicles shall be coordinated with and approved by the Owner and Engineer.

B. Coordinate use of the Project site under the direction of the Engineer.

C. The Contractor shall assume full responsibility for the protection and safekeeping of materials, products, and equipment stored or installed under this Contract until acceptance by the Owner.

D. The Contractor shall relocate stored materials, equipment, or other items under the Contractor's control when they interfere with operations of the Owner, other contractors, or construction activities.

E. The Contractor shall obtain and pay for any additional storage, staging, or work areas required for its operations.

F. The Contractor shall protect existing improvements, utilities, landscaping, facilities, and other property that is to remain. Any damage resulting from the Contractor's operations shall be repaired or replaced at no additional cost to the Owner.

1.07 OWNER OCCUPANCY AND PUBLIC ACCESS

A. The Owner may continue to occupy and use portions of the property during construction. The Contractor shall cooperate with the Owner and Engineer to minimize conflicts between construction activities and continued use of areas outside the active construction limits.

B. The Contractor shall conduct operations to minimize inconvenience and hazards to the general public and adjacent property owners.

C. The Contractor shall maintain appropriate barricades, fencing, signage, and other protective measures necessary to prevent unauthorized access to active construction areas.

D. Cleaning, site preparation, earthwork, concrete construction, equipment installation, fencing, turf installation, stabilization, and other Work shall be performed in accordance with the applicable Sections of the Contract Documents.

1.08 PARTIAL OWNER OCCUPANCY
(NOT USED)

1.09 CONTRACT DOCUMENTS

A. Specifications and Supplemental Information

The Contract Documents include the Specifications together with applicable equipment information, manufacturer requirements, schedules, details, diagrams, exhibits, grant documents, bid documents, and other information specifically incorporated into or issued as part of the Contract Documents.

B. Intent

The intent of the Contract Documents is to provide for a complete and functional Project. The Contractor shall furnish and install all Work reasonably necessary to accomplish the intended result, including incidental items normally required for a complete installation even though every such item may not be individually identified.

C. Discrepancies and Clarifications

The Contractor shall carefully review the Contract Documents and promptly notify the Engineer of any discrepancy, conflict, omission, unclear requirement, or field condition affecting the Work before proceeding with the affected portion of the Work.

The Contractor shall not make assumptions regarding conflicting or incomplete requirements when clarification from the Engineer is necessary. Clarifications or interpretations shall be provided by the Engineer in accordance with the Contract Documents.

D. Field Verification

Prior to ordering materials, fabrication, or installation, the Contractor shall verify dimensions, elevations, existing conditions, utility locations, equipment requirements, and other field conditions necessary for proper completion of the Work. Any discrepancies shall be brought to the attention of the Engineer before proceeding.

PART 2 – PRODUCTS
(NOT USED)

PART 3 – EXECUTION
(NOT USED)

END OF SECTION

SECTION 011110
SPECIAL PROJECT PROCEDURES

PART 1 – GENERAL

1.01 WORKMANSHIP, MATERIAL AND EQUIPMENT

A. Where a particular manufacturer, product, model, or system is identified in the Contract Documents as the “Basis of Design” or is followed by the words “or approved equal,” the named product is intended to establish the minimum required type, quality, performance, function, durability, and general design intent.

B. Products of other manufacturers may be considered as approved equals in accordance with the Instructions to Bidders, Section 012910 – Submittals, and the applicable Technical Specification Section.

C. Proposed equal products shall meet or exceed the requirements of the Contract Documents and shall be equivalent to the specified Basis-of-Design product with respect to quality, materials, performance, function, durability, compatibility, warranty, and general design intent.

D. Approval of an equal product shall not relieve the Contractor from responsibility for providing a complete, properly coordinated, and fully functional installation in accordance with the Contract Documents.

E. All equipment, materials, machinery, manufactured products, and other items incorporated into the Work shall be new and unused and shall be standard products of recognized manufacturers regularly engaged in the manufacture of products suitable for the intended application.

1.02 CONSTRUCTION SEQUENCING PLAN

A. The Contractor shall plan and sequence the Work to minimize disruption to the Owner, adjacent properties, existing park facilities, and the general public.

B. Prior to beginning construction, the Contractor shall submit a proposed Construction Sequencing Plan to the Engineer for review. The plan shall identify the general sequence and anticipated schedule for major portions of the Work, including, as applicable:

1. Mobilization and site preparation.
2. Minor site demolition and clearing.
3. Site grading and earthwork.
4. Underground utilities and drainage associated with the Work.
5. Concrete construction.
6. Splash pad construction and equipment installation.
7. Playground equipment installation.
8. Outdoor fitness equipment installation.
9. Fencing and gates.
10. Playground and fitness-area surfacing and turf.
11. Sidewalks and other site improvements.
12. Final grading, stabilization, cleanup, testing, commissioning, and closeout.

C. Coordinate the sequencing of the Work with manufacturers, suppliers, subcontractors, the Engineer, and Owner as necessary to provide a complete and properly coordinated installation.

D. Maintain safe access to portions of the property that remain open during construction.

E. Secure active construction areas from unauthorized public access by temporary fencing, barricades, signage, or other appropriate means.

F. Do not permit public use of playground equipment, fitness equipment, splash pad facilities, or other improvements until the applicable Work has been completed, inspected, tested where required, and accepted for use by the Owner.

1.03 PROVISIONS FOR CONTROL OF EROSION AND POLLUTANTS

A. Take sufficient precautions during construction to minimize erosion and prevent the discharge of silt, sediment, fuels, oils, concrete washout, chemicals, construction debris, and other pollutants into drainage systems, adjacent properties, or waters of the State.

B. Provide and maintain erosion and sediment control measures as required by applicable federal, state, and local regulations.

C. Where applicable, comply with requirements of the Mississippi Department of Environmental Quality and applicable stormwater permits.

D. Maintain disturbed areas in a manner that minimizes erosion throughout construction and stabilize disturbed areas upon completion of the Work.

1.04 ON-SITE STORAGE

A. Coordinate locations for storage and staging of materials and equipment with the Owner and Engineer.

B. Store materials and equipment in a manner that does not interfere with Owner operations, adjacent properties, public access, drainage, or construction activities.

C. Protect stored playground equipment, fitness equipment, splash pad equipment, turf, fencing, and other materials from damage, weather, contamination, theft, and deterioration.

D. The Contractor shall be responsible for the protection and security of materials and equipment until acceptance by the Owner.

1.05 INCLEMENT WEATHER

A. In the event of inclement weather, or when directed by the Engineer, the Contractor and Subcontractors shall protect the Work and materials against damage or deterioration resulting from weather conditions.

B. Do not perform Work under weather or site conditions that would adversely affect the quality, appearance, integrity, installation, or performance of the completed Work.

C. Protect excavations, prepared subgrades, concrete, equipment, surfacing, turf, and other materials and Work susceptible to damage from rain, excessive moisture, temperature extremes, wind, or other adverse weather conditions.

D. Work or materials damaged as a result of the Contractor's failure to provide adequate protection shall be repaired or replaced to the satisfaction of the Engineer at no additional cost to the Owner.

1.06 WARRANTIES

A. Unless a longer warranty period is required by an individual Technical Specification Section, manufacturer, supplier, or other provision of the Contract Documents, all Work furnished under the Contract shall be warranted for a minimum period of one (1) year from the date of Substantial Completion or acceptance for operation by the Owner, as applicable, and in accordance with Section 017850 – Warranties.

B. Where an individual Specification Section requires a warranty exceeding one (1) year, the longer warranty period shall govern.

C. The Work shall be warranted to be free from defects in materials and workmanship. Defective Work identified during the applicable warranty period shall be repaired or replaced by the Contractor to the satisfaction of the Owner and Engineer at no additional cost to the Owner.

D. Manufacturer's warranties shall be provided in addition to, and shall not limit, the Contractor's obligations under the Contract Documents.

1.07 CONSTRUCTION CONDITIONS

A. The Work under this Contract generally consists of construction and installation of playground improvements, outdoor fitness improvements, splash pad improvements, fencing, concrete sidewalks and paving, turf and surfacing, minor site grading, and associated site improvements.

B. The Contractor shall verify existing site conditions prior to beginning Work and shall coordinate construction with existing utilities, drainage, grades, structures, landscaping, and other improvements to remain.

C. The Contractor shall strictly comply with requirements of governmental agencies having jurisdiction over the Work.

D. Where applicable governmental requirements are more stringent than the requirements of the Contract Documents, the more stringent requirement shall apply unless otherwise directed by the Engineer.

1.08 PUBLIC NUISANCE

A. The Contractor shall conduct operations in a manner that does not create an unnecessary public nuisance or hazard.

B. Prohibited conditions include, but are not limited to, unauthorized encroachment on adjacent property, uncontrolled runoff, excessive airborne dust, accumulation of dirt or mud on public roadways, excessive noise, construction debris, unsafe excavations, and unauthorized public access to construction areas.

C. Promptly correct conditions resulting from construction activities that create a hazard or unreasonable inconvenience to the Owner, adjacent properties, or general public.

1.09 SUSPENSION OF WORK DUE TO WEATHER

A. During inclement weather, suspend Work that may be damaged, rendered inferior, or installed contrary to manufacturer requirements or the Contract Documents as a result of weather conditions.

B. During suspension of Work, adequately protect completed and partially completed Work, materials, equipment, excavations, and prepared surfaces from damage.

C. The Engineer's authority to direct suspension of Work shall not relieve the Contractor from responsibility for determining when weather conditions are unsuitable for proper performance of the Work.

D. The provisions of the General Conditions governing suspension of Work and Contract Time shall control.

1.10 RELOCATIONS

A. Where existing minor improvements interfere with the Work and relocation is specifically required by the Contract Documents or authorized by the Engineer, coordinate such relocation with the Owner and Engineer prior to proceeding.

B. Do not relocate existing utilities, structures, signs, fences, drainage facilities, or other improvements without prior authorization from the Owner and Engineer.

C. Protect existing improvements designated to remain from damage resulting from construction operations.

D. Repair or replace existing improvements damaged by the Contractor's operations at no additional cost to the Owner.

1.11 SALVAGE

A. Existing equipment or materials removed as part of the Work may be designated for salvage by the Owner or Engineer.

B. Materials designated for salvage shall remain the property of the Owner and shall be carefully removed, protected from damage, and delivered to a location designated by the Owner.

C. Unless specifically designated for salvage, materials removed from the Project shall become the Contractor's responsibility and shall be legally disposed of off-site.

1.12 PERMITS

A. Upon Notice of Award, the Contractor shall promptly obtain all permits, licenses, inspections, and approvals required for performance of the Work that have not been obtained by the Owner.

B. Do not commence Work requiring a permit or approval until the applicable permit or approval has been obtained.

C. Provide copies of Contractor-obtained permits and approvals to the Engineer upon request.

D. Unless otherwise specifically provided in the Contract Documents, costs associated with Contractor-obtained permits, licenses, inspections, and approvals shall be included in the Contract Price and shall not be paid for separately.

1.13 HAZARDOUS LOCATION

NOT USED

1.14 NOTIFICATION OF WORK AFFECTING EXISTING FACILITIES

A. Prior to performing Work that may affect existing utilities, drainage facilities, structures, park facilities, access, or other existing improvements, notify the Engineer sufficiently in advance to allow coordination with the Owner.

B. Do not interrupt, disconnect, modify, or otherwise affect an existing utility or facility without prior coordination and approval from the Owner and Engineer.

C. Coordinate required shutdowns or interruptions with the Owner and affected utility provider, where applicable.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 011115
UTILITIES COORDINATION

PART 1 – GENERAL

1.01 UTILITIES

A. Utilities for purposes of these Specifications shall include, but not necessarily be limited to, water lines, sanitary sewer lines, storm drainage facilities, gas lines, electrical lines, communication lines, conduits, cables, lighting systems, and associated structures and appurtenances, whether publicly or privately owned.

B. The Contractor shall coordinate construction activities with existing utilities and with new utility services and connections required for completion of the Work.

C. Utility work specifically identified in the Contract Documents as being provided or performed by the Owner shall not be the responsibility of the Contractor except for coordination, preparation, and connection work specifically assigned to the Contractor.

1.02 UNDERGROUND INSTALLATIONS

A. Existing underground utilities, where indicated in the Contract Documents, are shown only to the extent that such information was made available to or discovered by the Engineer.

B. The location, depth, size, material, and completeness of existing underground utility information is not guaranteed by the Owner or Engineer.

C. Prior to excavation, the Contractor shall be responsible for having existing underground utilities located in accordance with applicable laws and requirements.

D. The Contractor shall verify the location of utilities that may conflict with or otherwise affect the Work before beginning the affected construction.

E. Exercise care during excavation and construction near existing utilities. Where necessary, use appropriate means to verify the horizontal and vertical location of existing utilities prior to performing Work that could result in damage.

1.03 UTILITIES WITHIN THE PROJECT AREA

A. Unless otherwise specifically indicated in the Contract Documents, the Contractor shall protect and maintain existing utilities and utility facilities that are to remain in service during construction.

B. Do not remove, adjust, relocate, disconnect, or otherwise modify an existing utility without prior coordination with and approval from the Engineer, Owner, and affected utility owner.

C. Where an existing utility conflicts with the proposed Work, promptly notify the Engineer before proceeding with construction in the affected area.

D. The Contractor shall coordinate the Work to minimize interruption of existing utility services.

E. Damage to existing utilities resulting from the Contractor's operations shall be promptly reported and repaired in accordance with the requirements of the affected utility owner. Costs resulting from damage caused by the Contractor's operations shall be borne by the Contractor.

1.04 RELOCATION OF EXISTING UTILITIES

A. When relocation, adjustment, or protection of an existing utility is necessary, notify the Engineer and affected utility owner prior to proceeding.

B. Coordinate utility relocation or adjustment work with the Owner, Engineer, utility owner, and other affected parties so that construction progress is not unnecessarily delayed.

C. Do not perform relocation or adjustment of utilities owned by others unless specifically authorized by the utility owner and Engineer.

1.05 OWNER-PROVIDED UTILITIES FOR SPLASH PAD

A. The City of Gluckstadt will provide electrical power to the electrical panel located at the splash pad valve cabinet and will make the electrical connection to the cabinet electrical panel prior to startup.

B. The City of Gluckstadt will provide the water supply to the splash pad valve cabinet and will provide a pressure-reducing valve, if required, and a properly sized backflow preventer.

C. The Contractor shall coordinate required locations, elevations, sizes, capacities, and connection requirements with the City prior to installation of the splash pad system.

D. The Contractor shall provide the splash pad utility components assigned to the Contractor under Section 116800 – Splash Pad System, including the valve cabinet, manifold, valves, controls, electrical equipment, feature piping, wastewater piping, and other components specified therein.

E. The Contractor shall provide sufficient advance notice to the City and Engineer when Owner-provided water and electrical services are required for completion, testing, startup, and commissioning of the splash pad.

F. Delays resulting from the Contractor's failure to properly coordinate or provide sufficient notice for Owner-provided utility work shall not constitute grounds for additional compensation or extension of Contract Time.

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

3.01 GENERAL COORDINATION

A. Following Notice to Proceed and prior to performing Work that may affect existing utilities, the Contractor shall coordinate with the owners of affected utilities and the Engineer.

B. The Contractor shall include utility coordination in the Project construction schedule and shall provide sufficient notice to utility owners, the Owner, and Engineer for required utility work, connections, relocations, adjustments, inspections, and shutdowns.

C. If changes in the Contractor's schedule affect previously coordinated utility work, promptly notify the affected utility owner, Owner, and Engineer.

D. The Contractor shall be responsible for construction delays or additional costs resulting from failure to properly coordinate utility work for which the Contractor is responsible.

3.02 PROTECTION OF EXISTING UTILITIES

A. The Contractor shall exercise care during excavation and construction to identify and protect existing water, sewer, storm drainage, gas, electrical, communication, irrigation, and other utility lines and facilities.

B. The Contractor shall assume responsibility for protecting existing public and private utilities affected by the Contractor's operations, whether or not such utilities are indicated in the Contract Documents.

C. Prior to excavation, obtain required utility locations and verify utilities that may be affected by the Work.

D. Where existing utilities are located within or immediately adjacent to proposed excavations, foundations, equipment footings, piping, sidewalks, splash pad improvements, playground improvements, fitness-area improvements, fencing, or other Work, verify their location prior to construction.

E. Maintain existing utility services unless an interruption has been specifically coordinated and approved by the Owner and affected utility owner.

F. Immediately notify the utility owner and Engineer of damage to an existing utility. Repair damage resulting from the Contractor's operations in accordance with utility-owner requirements and at no additional cost to the Owner.

3.03 UTILITIES REQUIRING ADJUSTMENT

A. Where existing utilities require relocation, removal, adjustment, or replacement to accommodate the Work, coordinate the required work with the Engineer, Owner, and affected utility owner.

B. Where possible, utility adjustments shall be completed prior to construction of improvements that would prevent or interfere with access to the utility.

C. Where utility work must be performed concurrently with other construction, coordinate the sequence and timing of the Work among all affected parties.

D. If an unforeseen utility conflict is encountered, stop Work in the immediate affected area and notify the Engineer. Do not proceed with Work that would damage or interfere with the utility until the conflict has been evaluated and direction has been provided.

3.04 UTILITIES CONFLICTING WITH OPERATIONS

A. Existing utilities that do not require relocation but are located sufficiently close to the Work to potentially interfere with construction shall be located and protected prior to performing the affected Work.

B. The Contractor shall plan and perform construction operations to protect existing utilities that are to remain.

C. Temporary support or protection of existing utilities shall be provided where required for safe completion of the Work and shall be coordinated with the utility owner.

3.05 UTILITY CONNECTIONS AND SPLASH PAD COORDINATION

A. Prior to construction of the splash pad utility systems, coordinate with the City and Engineer to verify the locations of the Owner-provided water and electrical connection points.

B. Coordinate the location of the splash pad valve cabinet with the City prior to construction. The valve cabinet shall be located within a greenspace at a location approved by the City.

C. Coordinate the proposed location where the 4-inch PVC splash pad wastewater line will daylight with the City prior to installation.

D. Coordinate Contractor-provided equipment and piping with Owner-provided water and electrical services to ensure compatibility and proper operation of the completed splash pad system.

E. Verify required water pressure, flow, electrical characteristics, and other utility requirements of the approved splash pad equipment prior to installation and sufficiently in advance of the Owner's utility work.

F. Do not commence final startup or commissioning of the splash pad until required water and electrical connections have been completed and the system is ready for operation.

3.06 UNFORESEEN OR MISLOCATED UTILITIES

A. If an existing utility is encountered that is not indicated in the Contract Documents, or is found at a location materially different from available information, immediately notify the Engineer.

B. Protect the utility from damage and do not proceed with Work that would interfere with the utility until its ownership, location, and required disposition have been determined.

C. Adjustments to the Work resulting from unforeseen utility conditions shall be handled in accordance with the applicable provisions of the Contract Documents.

END OF SECTION

SECTION 011120
PROJECT COORDINATION

PART 1 – GENERAL

1.01 WORK PROGRESS

The Contractor shall furnish personnel, equipment, materials, and supervision sufficient to perform the Work efficiently and to maintain a rate of progress that will ensure completion of the Work within the Contract Time. If, at any time, the personnel, equipment, or methods employed by the Contractor appear to the Engineer to be inefficient, inappropriate, or insufficient to accomplish the required quality or rate of progress, the Engineer may require the Contractor to increase the efficiency, change the character, or increase the personnel or equipment. Failure of the Engineer to issue such an order shall not relieve the Contractor of the obligation to perform the Work in accordance with the Contract Documents and within the specified Contract Time.

1.02 WORK LOCATIONS AND COORDINATION

A. The Contractor shall coordinate all Work required under this Contract so that the playground, playground equipment, outdoor fitness area and equipment, splash pad, sidewalks, fencing, turf areas, site grading, utilities, and associated improvements are properly located and integrated into the completed Project.

B. The Contractor shall verify existing site conditions and dimensions prior to beginning construction and shall notify the Engineer of any conditions that may affect the location, installation, or operation of the Work.

C. Work shall be located substantially in accordance with the Contract Documents and approved equipment layouts. Where specific dimensions or locations are not indicated, the Contractor shall coordinate the proposed location with the Engineer and Owner prior to installation.

D. The Contractor shall coordinate the work of all subcontractors, equipment manufacturers, suppliers, and installers to ensure that all components are compatible and properly integrated.

E. No equipment, structure, utility, fence, sidewalk, or other improvement shall be installed in a location that conflicts with another portion of the Work. The Contractor shall resolve such conflicts with the Engineer prior to installation.

1.03 EQUIPMENT AND MANUFACTURER COORDINATION

A. The Contractor shall coordinate directly with the playground equipment manufacturer, outdoor fitness equipment manufacturer, splash pad manufacturer/supplier, and other specialty suppliers as necessary to ensure proper installation of the complete systems.

B. Prior to installation, the Contractor shall verify manufacturer requirements for foundations, footings, anchorage, clearances, safety zones, fall zones, utilities, drainage, surfacing, and other installation requirements.

C. The Contractor shall coordinate equipment locations and required clearances with adjacent sidewalks, fencing, turf areas, landscaping, drainage features, utilities, and other site improvements.

D. Equipment shall not be installed until required submittals have been reviewed and approved in accordance with Section 012910 – Submittals and the applicable specification sections.

1.04 OPEN EXCAVATIONS

A. All open excavations shall be adequately safeguarded by providing temporary barricades, caution signs, lights, fencing, and other means necessary to prevent accidents to persons and damage to property.

B. The Contractor shall take all necessary precautions to prevent injury to the public, Owner's personnel, Engineer's personnel, and workers due to open excavations.

C. When construction is not in progress, excavations shall be backfilled, covered, or otherwise adequately protected as directed by the Engineer.

D. Excavated materials shall be placed in locations that do not create a hazard or interfere with access, drainage, construction operations, or completed portions of the Work.

1.05 MAINTENANCE OF PUBLIC ACCESS

A. The Contractor shall conduct construction operations in a manner that minimizes inconvenience to the Owner, public, adjacent property owners, and other persons using the area.

B. The Contractor shall provide safe pedestrian access to areas of the site that are required to remain accessible during construction, as directed by the Owner or Engineer.

C. Construction areas shall be adequately barricaded, fenced, or otherwise secured to prevent unauthorized access.

D. The Contractor shall coordinate the sequence of Work so that completed portions of the Project are protected and are not damaged by subsequent construction activities.

E. If construction activities require temporary closure of portions of the park or existing pedestrian facilities, the Contractor shall coordinate the closure with the Owner and Engineer prior to beginning the affected Work.

1.06 WATER FOR CONSTRUCTION PURPOSES

A. The Contractor shall provide and pay for water required for construction purposes unless specifically identified elsewhere in the Contract Documents as being provided by the Owner.

B. Water required for testing, cleaning, concrete placement, turf establishment, and other construction operations shall be provided by the Contractor unless otherwise specified.

C. Water service specifically identified in Section 116800 – Splash Pad System as being provided by the City of Gluckstadt shall be coordinated with the City and Engineer in accordance with the requirements of that Section.

1.07 CARE AND PROTECTION OF PROPERTY

A. The Contractor shall be responsible for the preservation of all public and private property and shall use every precaution necessary to prevent damage thereto.

B. If any damage is caused to public or private property as a result of the Contractor's operations, the Contractor shall restore the damaged property to its original or better condition at no additional cost to the Owner.

C. Existing sidewalks, curbing, fencing, landscaping, turf, trees, utilities, drainage structures, and other site features that are to remain shall be protected throughout construction.

D. Any existing site features damaged by the Contractor's operations shall be repaired or replaced as directed by the Engineer at no additional cost to the Owner.

E. The Contractor shall protect newly installed playground equipment, fitness equipment, splash pad components, sidewalks, fencing, turf, and other completed Work from damage caused by subsequent construction operations.

1.08 MAINTENANCE OF EXISTING DRAINAGE

A. The Contractor shall maintain existing drainage patterns and facilities throughout construction to the extent reasonably practicable.

B. Construction operations shall not unnecessarily obstruct existing drainage channels, inlets, pipes, swales, or other drainage facilities.

C. The Contractor shall take necessary measures to prevent ponding, erosion, sedimentation, or flooding caused by construction operations.

D. Any temporary drainage measures required to maintain existing drainage during construction shall be provided by the Contractor at no additional cost to the Owner unless otherwise provided for in the Contract Documents.

1.09 PROTECTION OF CONSTRUCTION AND EQUIPMENT

A. All newly constructed Work shall be carefully protected from damage. No wheeling, walking, storage of materials, operation of equipment, or placement of heavy loads on completed Work shall be permitted where such activities may damage the Work.

B. The Contractor shall protect playground equipment, fitness equipment, splash pad equipment, concrete sidewalks, fencing, turf, and other completed improvements from damage during construction.

C. Damaged Work shall be repaired or replaced by the Contractor at no additional cost to the Owner and to the satisfaction of the Engineer.

D. Equipment and materials shall be stored in locations approved by the Owner or Engineer and shall not interfere with construction activities or damage existing or completed improvements.

E. The Contractor shall maintain responsibility for the protection and safekeeping of all products and equipment stored on the site until final acceptance of the Work.

1.10 CLEANUP

A. During the course of the Work, the Contractor shall keep the site of operations in a clean and orderly condition.

B. The Contractor shall promptly remove construction debris, excess materials, packaging, excavated materials, concrete waste, and other refuse resulting from the construction operations.

C. Upon completion of the Work, the Contractor shall remove all surplus materials, temporary facilities, equipment, debris, and other items resulting from construction and shall leave the entire Project site in a clean, neat, and orderly condition.

D. Disturbed areas shall be restored in accordance with the applicable specification sections.

1.11 COORDINATION WITH OWNER

A. The Contractor shall coordinate construction activities with the City of Gluckstadt and the Engineer throughout the Project.

B. The Contractor shall provide sufficient advance notice to the Owner and Engineer for inspections, required approvals, equipment deliveries, utility connections, testing, startup, commissioning, and other activities requiring Owner or Engineer participation.

C. The Contractor shall coordinate with the City of Gluckstadt regarding Owner-provided water and electrical services required for the splash pad.

D. Prior to installation of the splash pad valve cabinet, the Contractor shall obtain approval from the City for the proposed cabinet location.

E. Prior to installation of the splash pad wastewater discharge line, the Contractor shall coordinate the proposed daylight location with the City.

F. Prior to Notice to Proceed, the Contractor shall submit the required splash pad renderings and layout to the City for review and confirmation that the proposed design meets the intent of the Contract Documents, as required by Section 116800 – Splash Pad System.

1.12 COOPERATION WITHIN THIS CONTRACT

A. All firms, subcontractors, suppliers, manufacturers, and persons authorized to perform Work under this Contract shall cooperate with the Contractor and with other trades performing Work under this Contract.

B. Each trade and subcontractor shall coordinate its Work with other portions of the Project to ensure that the Work is completed in a complete, functional, and workmanlike manner.

C. Cutting, patching, drilling, fitting, adjustment, and other incidental work required to properly coordinate the various components of the Project shall be performed by the Contractor or appropriate subcontractor unless otherwise indicated in the Contract Documents.

D. The Contractor shall be responsible for coordinating deliveries, equipment installation, utility connections, concrete work, fencing, turf installation, and other activities necessary for completion of the Project.

1.13 FINAL COORDINATION AND COMMISSIONING

A. Prior to final inspection, the Contractor shall verify that all playground equipment, outdoor fitness equipment, splash pad equipment, fencing, sidewalks, turf areas, utilities, and associated improvements have been completely installed and are ready for their intended use.

B. The Contractor shall correct any deficiencies identified during inspection prior to final acceptance.

C. The Contractor shall complete all required testing, startup, adjustment, training, documentation, and commissioning in accordance with the applicable specification sections.

END OF SECTION

SECTION 012900
APPLICATIONS FOR PAYMENT

PART 1 – GENERAL

1.1 REQUIREMENTS INCLUDED

Submit Applications for Payment to the ENGINNER in accordance with the Contract and Proposal and in the form required by the OWNER.

1.2 FORMAT AND DATA REQUIRED

A. Submit applications typed with items from Prices Bid Table typed on 8-1/2 inch x11 or 14-inch paper.

B. Provide detailed substantiating data on additional sheets, including paid invoices where applicable.

1.3 PREPARATION OF APPLICATION FOR PROGRESS PAYMENTS

A. Progress Payment Summary Sheet:
   1. Fill in required information, including that for Change Orders executed prior to date of submittal application, Analysis of Adjusted Contract Amount to Date, Analysis of work performed to date, Certification of Contractor, and Recommendation of Engineer.
   2. Execute certification with signature of a responsible employee of the CONTRACTOR.

B. Progress Payment Quantity Used Sheets:
   1. Fill in item from Prices Bid Table with item number, description, original contract quantity, unit cost, original contract total cost, quantity completed to date, total cost-to-date, and percent completion of item.
   2. To receive payment for materials stored on site, submit copies of the original paid invoices with the application for payment.

C. Progress Payment Stored Materials Sheets:
   1. Create table with the following columns:
      a. Description of stored material
      b. Received previous
      c. Received current
      d. Total received
      e. Total used
      f. Total stored
      g. Unit price
      h. Total cost
   2. Attach table to Application for Payment
   3. Stored materials shall be inventoried jointly prior to each application for payment.

1.4 ADDITIONAL REQUIREMENTS FOR APPLICATION OF PROGRESS PAYMENT

A. The CONTRACTOR is to maintain an updated set of record drawings in accordance with Section 901-S-121. As a prerequisite for monthly progress payments, the CONTRACTOR is to exhibit the updated record drawings for review by the ENGINEER.

B. Provide updated construction schedule showing work completed and work projected by month to the completion of the project if requested by ENGINEER.

1.5 PREPARATION OF APPLICATION FOR FINAL PAYMENT

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

B. Label progress payments “final.”

1.6 SUBMITTAL PROCEDURE

A. Submit monthly pay applications to the Engineer at the times agreed upon by the OWNER and CONTRACTOR.

B. A draft application shall be informally submitted to the ENGINEER who shall review the draft with the CONTRACTOR and make adjustments as appropriate. The CONTRACTOR shall then prepare a formal typed application using the informally approved amounts and submit six complete sets to the ENGINEER.

C. When the ENGINNER finds the application properly completed and correct, as informally approved, he will transmit four copies to the OWNER for payment with a copy to the CONTRACTOR.

PART 2 - PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 012905
CONSTRUCTION CHANGE REQUEST (CCR)

PART 1 – GENERAL

1.1 REQUIREMENT INCLUDED

A. Promptly implement Construction Change Request (CCR) procedures:
   1. Provide full written data required to evaluate changes.
   2. Maintain detailed records of work done on a time and material/Extra Work account basis.
   3. Provide full documentation to Owner on request.

B. Designate in writing the member of Contractor's organization:
   1. Who is authorized to accept changes in the work.
   2. Who is responsible for informing others in the Contractor's employ of the authorization of changes in the work.

C. Owner will designate in writing the person who is authorized to execute CCRs.

1.2 DEFINITIONS:

A. Construction Change Request (CCR): An approved written order covering changes in the plans or quantities or both, within the scope of the contract, and establishing the basis of payment and time adjustments for the work affected by the changes.

B. Supplemental Agreement : A written agreement by the parties of the contract covering alterations or Extra Work necessary for the completion of the contract.

C. Contractor may initiate a change by submitting a written notice to the Owner containing:
   1. Description of the proposed change.
   2. Statement of the reason for making the change.
   3. Statement of the effect on the Contract Price and the Contract Time.
   4. Statement of the effect on the work of other contractors.
   5. Documentation supporting any change in Contract Price or Contract Time as appropriate and adequate for proper review by the Owner.

1.3 CONSTRUCTION CHANGE AUTHORIZATION

A. CCR's will describe changes in the Work, both additions and deletions, with attachment of revised Contract Documents to define details of the change and will designate the method of determining any change in the Contract Sum and any change in Contract Time.
B. Owner will sign and date the CCR's as authorization for the Contractor to proceed with the change.

1.4 DOCUMENTATION OF PROPOSALS AND CLAIMS

A. Contractor shall support proposed lump sum proposal pricing and each unit price which has not previously been establishment with sufficient substantiating data to allow the Owner to evaluate the pricing.
B. Contractor shall provide the following data to support proposed time and pricing of both lump sum proposals, unit pricing, and time and material proposals:
   1. Labor required.
   2. Equipment required.
   3. Products required.
      a. Recommended source of purchase and unit cost.
      b. Quantities required.
   4. Taxes, insurance, and bonds.

5. Credit for work deleted from Contract, similarly documented.
6. Overhead and profit. (See 11.5 for limits)
7. Justification for any change in Contract Time.

C. In addition, Contractor shall support each claim for work done on a time-and material/Extra Work basis with the following additional information:
   1. Dates and times work was performed and by whom.
   2. Time record, summary of hours worked, and hourly rates paid.
   3. Receipts and invoices for:
      a. Equipment used, listing dates and times of use.
      b. Products used, listing quantities purchased.
      c. Subcontractors used, showing the same data as above.

1.5 PREPARATION OF CCR

A. Owner will prepare each CCR.

B. Form: As supplied by the Owner.

C. CCR will describe changes in the work, both additions and deletions, with attachments of revised Contract Documents to define details of the change.

D. CCR will provide an accounting of the adjustment in the Contract Price and in the Contract Time.

E. Should the execution a CCR require a Supplemental Agreement, due to alterations or Extra Work needed for completion of the contract, the Owner will prepare said agreement to be signed and executed by the Contractor, the Contractor's surety, the Engineer, the Architect, and the Owner.

1.6 LUMP SUM/FIXED PRICE CCR

A. Owner initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor.

B. Once Owner has completed and signed the form; all copies will be sent to Contractor for execution. The Contractor shall execute the CCR and return it to the Owner within seven days. Owner will make distribution of executed copies.

1.7 UNIT PRICE CCR

A. Content of CCR's will be based on either:
   1. Owner's definition of the scope of the required changes.
   2. Contractor's Proposal for a change.
   3. Survey of complete work.

B. The amounts of the unit prices to be:
   1. Those stated in the Contract Bid Form.
   2. Those mutually agreed upon between Owner and Contractor in the Supplemental Agreement.

1.8 CORRELATION WITH CONTRACTOR'S SUBMITTAL

A. Contractor shall revise monthly the Schedule of Values and Application for Payment forms to record each CCR as separate item of work and to record the adjusted Contract Price.
B. Contractor shall revise monthly the Construction Schedule to reflect each change in Contract Time, to include sub schedules to show changes for other items of work affected by the changes.

C. Upon completion of work under a CCR, the Contractor shall enter pertinent changes in Record Documentations.

1.9 PROCEDURES WHEN CONTRACTOR DOES NOT EXECUTE THE CCRS

It is anticipated that at the time of submittal to the Contractor, negotiations will have been completed with all parties agreeing to the change(s) in the work, change in Contract Price, and change in Contract Time. In the event that no agreement can be reached and the Contractor fails to execute the CCR within the specified time limit, the Owner may issue a CCR without signature of the Contractor establishing change to Contract Price or Contract Time. The Contractor will then be paid or assessed time on the basis of the CCR for the change in work with the Contractor not relinquishing his rights to submit a claim.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 012910
SUBMITTALS

PART 1 – GENERAL

1.1 SECTION INCLUDES

A. Submittal Procedures
B. Product Data
C. Shop Drawings
D. Samples
E. Manufacturer's Certificates
F. Manufacturer's Instructions
G. Manufacturer's Literature
H. Manufacturer's Installation Specifications
I. Manufacturer's Operation Manuals
J. Manufacturer's Maintenance Instructions
K. Product and System Layouts
L. Record and Closeout Submittals

1.2 SUBMITTAL PROCEDURES

A. Transmit each submittal on a form acceptable to the Engineer. Submit all required information to the attention of the Engineer.

B. Sequentially number each submittal transmittal. Resubmittals shall retain the original submittal number followed by a sequential alphabetic suffix.

C. Clearly identify the Project, Contractor, subcontractor, supplier, manufacturer, applicable Specification Section, product, system, and other pertinent information necessary to identify the purpose of the submittal.

D. Prior to submission to the Engineer, the Contractor shall review, approve, stamp, and sign or initial each submittal. The Contractor's approval shall certify that the Contractor has:

1. Reviewed and coordinated the submittal with the requirements of the Contract Documents.
2. Verified applicable products, materials, quantities, dimensions, and field conditions.
3. Coordinated the submittal with adjacent construction and related Work.
4. Verified that the proposed materials and equipment are suitable for their intended use.
5. Identified deviations or variations from the requirements of the Contract Documents.

E. Submittals that have not been reviewed and approved by the Contractor prior to submission may be returned without review.

F. Send or deliver submittals to:

McMaster & Associates, Inc.
212 Waterford Square, Suite 300
Madison, MS 39110

G. Allow five (5) to ten (10) days for each submittal review, excluding delivery time to and from the Contractor, unless otherwise specified in the individual Specification Sections.

H. Review time shall commence upon receipt of a complete submittal by the Engineer. Incomplete submittals may be returned without review.

I. Clearly identify all deviations, substitutions, variations, and limitations of the proposed product or system from the requirements of the Contract Documents. Failure to specifically identify a deviation shall not relieve the Contractor from complying with the Contract Documents.

J. Provide adequate space on each submittal for the Contractor's and Engineer's review stamps.

K. When submitting revised information, clearly identify all revisions made since the previous submission.

L. Distribute copies of reviewed submittals to subcontractors, suppliers, manufacturers, installers, and other parties as necessary for proper coordination and completion of the Work.

M. Promptly notify the Engineer of any inability to comply with the requirements of the Contract Documents identified during preparation or review of a submittal.

N. Engineer's review of a submittal is for general conformance with the design concept and requirements of the Contract Documents and shall not relieve the Contractor of responsibility for dimensions, quantities, field conditions, coordination, fabrication processes, construction means and methods, installation, safety, or compliance with the Contract Documents.

O. Approval or review of a submittal containing deviations from the Contract Documents shall not constitute approval of such deviations unless the deviations have been specifically identified by the Contractor and specifically accepted in writing by the Engineer.

P. Contractor shall not order materials or equipment, begin fabrication, or begin installation when the applicable individual Specification Section specifically requires Engineer approval of the submittal prior to such action.

1.3 PRODUCT DATA

A. Submit the number of copies required by the Owner or Owner's Representative, plus at least one (1) additional copy to be retained by the Engineer.

B. Clearly mark each copy to identify the specific products, models, sizes, options, accessories, finishes, and other information applicable to the Project.

C. Where manufacturer's standard literature contains information for multiple products or models, clearly identify the specific product proposed for use.

D. Supplement manufacturer's standard product data with additional information necessary to demonstrate compliance with Project-specific requirements.

E. Product Data shall include, as applicable:

1. Manufacturer and product identification.
2. Model number.
3. Materials and construction.
4. Dimensions.

5. Performance characteristics.
6. Installation requirements.
7. Utility requirements and connections.
8. Accessories and components.
9. Finishes and colors.
10. Warranty information.

F. After review, distribute Product Data in accordance with the Submittal Procedures specified herein.

1.4 SHOP DRAWINGS

A. Prepare Shop Drawings in a clear and accurate manner and at a scale sufficient to show all pertinent aspects of the Work, including dimensions, elevations, layouts, connections, attachment methods, anchorage, interfaces with adjacent construction, and other information necessary for proper installation.

B. Reproduction of all or a portion of the Engineer's Contract Drawings, when applicable, for submission as Shop Drawings will not be accepted unless specifically authorized by the Engineer.

C. Title each Shop Drawing with the Project name, Project location, Contractor, subcontractor or supplier, applicable Specification Section, and Engineer's Project number.

D. Shop Drawings shall show, as applicable:

1. Overall dimensions and configuration.
2. Equipment and component locations.
3. Materials and finishes.
4. Foundations, supports, and anchorage.
5. Utility requirements and connection points.
6. Piping, conduit, drainage, and other associated components.
7. Required clearances and access.
8. Interfaces with adjacent Work.
9. Applicable field dimensions and elevations.
10. Manufacturer and model numbers of equipment shown.

E. Each Shop Drawing or sheet shall be reviewed and approved by the Contractor prior to submission to the Engineer.

F. Where an individual Specification Section requires approval of Shop Drawings prior to ordering, fabrication, or construction, the Contractor shall not proceed with the affected Work until the required Shop Drawings have been reviewed and approved by the Engineer.

G. Work performed contrary to reviewed Shop Drawings or the requirements of the Contract Documents shall be corrected by the Contractor at no additional cost to the Owner.

1.5 PRODUCT AND SYSTEM LAYOUTS

A. Where required by an individual Specification Section, submit scaled layouts showing the proposed arrangement and installation of equipment, systems, and associated improvements.

B. Layouts shall include sufficient dimensions, elevations, slopes, equipment locations, utility connections, drainage, foundations, clearances, and other information necessary for the Engineer and Owner to evaluate the proposed installation.

C. Where the Contractor or equipment manufacturer is responsible for developing the final arrangement of a system based upon performance or design criteria established by the Contract Documents, the Contractor shall coordinate and verify the complete system layout prior to submission.

D. Approval of a layout shall not relieve the Contractor from responsibility for field verification, dimensions, quantities, coordination, code compliance, manufacturer requirements, or proper operation of the completed system.

1.6 SAMPLES

A. Include proper identification on each Sample, including the Project name, Contractor, manufacturer, product identification, applicable Specification Section, and a complete description of the intended use.

B. Submit the number of Samples specified in the individual Specification Sections. Unless otherwise specified, one (1) approved Sample may be retained by the Engineer.

C. Where applicable, Samples shall accurately represent the material, color, texture, finish, workmanship, and other characteristics proposed for the Work.

D. Reviewed Samples that may be incorporated into the Work will be identified in the applicable individual Specification Section.

E. Samples will not be used for testing purposes unless specifically required by the Contract Documents.

1.7 MANUFACTURER'S CERTIFICATES

A. When required by an individual Specification Section, submit certifications from the manufacturer, installation/application subcontractor, or Contractor in quantities specified for Product Data.

B. Certifications shall state that the applicable material, product, equipment, or installation meets or exceeds the requirements of the Contract Documents.

C. Submit supporting test data, affidavits, certifications, and other documentation as appropriate to demonstrate compliance.

D. Certificates may include recent or previous test results for the applicable material or product, subject to acceptance by the Engineer.

1.8 MANUFACTURER'S INSTRUCTIONS

A. When required by an individual Specification Section, submit manufacturer's printed instructions for delivery, storage, handling, assembly, installation, startup, testing, adjustment, operation, finishing, and maintenance, as applicable.

B. Manufacturer's instructions shall be specific to the products and equipment proposed for use on the Project.

C. Where manufacturer's instructions conflict with the Contract Documents, notify the Engineer prior to proceeding with the affected Work.

1.9 MANUFACTURER'S LITERATURE

A. Submit manufacturer's current technical literature when required by an individual Specification Section.

B. Clearly identify the specific product, model, option, and configuration proposed for the Project.

C. Manufacturer's literature shall contain sufficient information to demonstrate compliance with the applicable requirements of the Contract Documents.

1.10 MANUFACTURER'S INSTALLATION SPECIFICATIONS

A. Submit manufacturer's installation specifications and recommendations when required by an individual Specification Section.

B. Installation requirements shall include applicable foundations, anchorage, clearances, utility connections, assembly procedures, tolerances, testing, startup, and other requirements necessary for proper installation.

C. Install products and equipment in accordance with the manufacturer's approved installation requirements unless more stringent requirements are established by the Contract Documents.

1.11 OPERATION AND MAINTENANCE INFORMATION

A. When required by an individual Specification Section, submit manufacturer's operation and maintenance information for equipment and systems furnished under the Contract.

B. Operation and maintenance information shall include, as applicable:

1. Operating instructions.
2. Startup and shutdown procedures.
3. Recommended maintenance procedures and schedules.
4. Troubleshooting information.
5. Parts lists.
6. Manufacturer and supplier contact information.
7. Warranty information.
8. Recommended replacement parts.
9. Controls and programming information.

C. Submit final operation and maintenance information to the Owner prior to final completion unless otherwise approved by the Engineer.

1.12 RECORD AND CLOSEOUT SUBMITTALS

A. Submit record drawings, as-built information, warranties, operation and maintenance manuals, training documentation, test reports, certificates, and other closeout information when required by the individual Specification Sections.

B. Record information shall accurately reflect the final installed condition of the Work, including deviations from approved Shop Drawings and layouts.

C. Submit required closeout documentation prior to final completion unless otherwise approved by the Engineer.

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

NOT USED

END OF SECTION

SECTION 013210
CONSTRUCTION SCHEDULES

PART1 - GENERAL

1.1 REQUIREMENTS INCLUDED

A. The CONTRACTOR shall comply with the scheduling requirements of the General Conditions and Contract Documents.

B. The CONTRACTOR shall prepare, submit, maintain, and periodically update a construction progress schedule demonstrating the sequence and timing of the Work.

C. The schedule shall demonstrate the CONTRACTOR'S plan to complete all Work within the Contract Time and no later than the required completion date of August 31, 2027.

D. The CONTRACTOR shall coordinate procurement, submittals, fabrication, delivery, installation, testing, inspections, corrective work, and closeout activities with the construction schedule.

1.2 FORM OF SCHEDULES

A. Prepare schedules in the form of a horizontal bar chart or other similar format acceptable to the ENGINEER.

1. Provide a separate activity or horizontal bar for each major trade, operation, or element of the Work.
2. Provide a horizontal time scale sufficient to clearly indicate the planned duration and sequence of activities.
3. Provide sufficient scale and spacing to allow for notations and future revisions.
4. Minimum sheet size shall be 8-1/2 inches by 11 inches or larger as necessary for legibility.

B. Organize activities in a logical sequence generally corresponding with the major elements of the Work and applicable Specification Sections.

C. Clearly identify major milestones, submittals, procurement activities, construction activities, inspections, testing, substantial completion, punch-list work, and final completion.

1.3 CONTENT OF SCHEDULE

A. Construction Progress Schedule:

1. Show the complete sequence of construction by major activity.
2. Show planned beginning and completion dates for each major element of construction.
3. Show the interrelationship and sequencing of activities where completion of one activity affects another.
4. Show projected percentage of completion for major items as of the first day of each month.
5. Show anticipated monthly progress and payment amounts.
6. Include sufficient time for testing, inspections, corrective work, punch-list completion, site restoration, and final closeout prior to the required completion date.

B. Submittals and Procurement:

1. Show dates for CONTRACTOR'S submission of Shop Drawings, Product Data, Samples, and other required submittals.
2. Allow reasonable time for ENGINEER review and for resubmittal when required.
3. Identify major equipment and materials requiring fabrication, manufacturing, or extended delivery periods.
4. Show anticipated dates for approval, ordering, fabrication, delivery, and installation of long-lead items.

5. Long-lead items shall include, as applicable, playground equipment, outdoor fitness equipment, splash pad equipment and components, artificial turf and safety surfacing systems, fencing, specialty site furnishings, and other manufactured items necessary to complete the Work.
6. The CONTRACTOR shall make required submittals and place orders sufficiently early to avoid delays to the Work and to maintain the required completion date.

C. Review of the construction schedule or submittal schedule by the ENGINEER shall not relieve the CONTRACTOR of responsibility for timely procurement, coordination, sequencing, or completion of the Work within the Contract Time.

1.4 PROGRESS REVISIONS

A. Update the construction schedule periodically throughout the Work and submit an updated schedule with each monthly Application for Payment, unless otherwise approved by the ENGINEER.

B. Indicate actual progress of each activity through the date of submission.

C. Show changes occurring since the previous schedule submission, including:

1. Major changes in scope.
2. Activities modified since the previous submission.
3. Actual start and completion dates.
4. Revised projections of progress and completion.
5. Changes in procurement or anticipated delivery dates.
6. Other identifiable changes affecting the progress of the Work.

D. Where the updated schedule indicates that the Work is behind schedule or that the required completion date may not be achieved, provide a brief narrative describing:

1. Problem areas and causes of delay.
2. Impact of the delay on remaining Work.
3. Corrective actions proposed to recover lost time.
4. Adjustments to sequencing, manpower, equipment, procurement, or other operations proposed to maintain the required completion date.

E. Schedule updates shall not constitute approval of an extension of Contract Time. Changes to the Contract Time shall only be made in accordance with the Contract Documents.

1.5 SUBMISSIONS

A. Submit the initial construction schedule in accordance with the General Conditions and prior to commencement of significant construction activities.

B. The ENGINEER will review the schedule and return comments, if any, within ten (10) calendar days after receipt.

C. If revisions are required, the CONTRACTOR shall resubmit the schedule within seven (7) calendar days after receipt of review comments.

D. Updated schedules shall be submitted with each monthly Application for Payment unless otherwise approved by the ENGINEER.

PART 2 – PRODUCTS
NOT USED

PART 3 – EXECUTION
NOT USED

END OF SECTION

SECTION 014510
TESTING LABORATORY SERVICES

PART 1 GENERAL

1.1 REQUIREMENTS INCLUDED

A. The Owner will employ and pay for the services of an independent testing laboratory to perform testing specifically required by the Contract Documents. The Owner may also elect to have materials, equipment, or completed Work tested for compliance with the Contract Documents.

B. Employment of the testing laboratory shall in no way relieve the Contractor of its responsibility to perform the Work in accordance with the Contract Documents.

1.2 LIMITATIONS OF AUTHORITY OF TESTING LABORATORY

A. The testing laboratory is not authorized to:

1. Release, revoke, alter, or enlarge upon the requirements of the Contract Documents.
2. Approve or accept any portion of the Work.
3. Perform any duties or responsibilities of the Contractor.

1.3 CONTRACTOR'S RESPONSIBILITIES

A. Cooperate with laboratory personnel, provide access to the Work, and comply with reasonable requirements necessary to perform inspections, sampling, and testing.

B. Secure and deliver to the laboratory adequate quantities of representative samples of materials proposed for use where testing is required.

C. Provide to the laboratory proposed mix designs for concrete and other materials requiring control or testing by the laboratory.

D. Materials and equipment used in the performance of the Work are subject to inspection and testing at the point of manufacture, fabrication, or installation. Where required by the Contract Documents or requested by the ENGINEER, the Contractor shall provide certificates or statements from manufacturers or fabricators verifying that materials and equipment comply with the specified requirements. Costs associated with providing required manufacturer certifications shall be considered incidental to the Work, and no additional compensation will be allowed.

E. Furnish incidental labor and facilities necessary:

1. To provide access to Work to be tested.
2. To obtain and handle samples at the Project site or source of the product to be tested.
3. To facilitate inspections and tests.
4. To provide suitable storage and curing of test samples where required.

F. Notify the testing laboratory at least 24 hours in advance of operations requiring testing to allow for scheduling and assignment of personnel.

G. Employ and pay for the services of the same or a separate, equally qualified independent testing laboratory to perform additional inspections, sampling, or testing required for the Contractor's convenience or required because of defective or nonconforming Work, when approved by the Owner or ENGINEER.

PART 2 – PRODUCTS
NOT USED

PART 3 – EXECUTION
NOT USED

END OF SECTION

SECTION 017113
MOBILIZATION

PART 1 - GENERAL

A. Mobilization and Demobilization shall consist of all moving in, including preparatory work and operations and moving out, including all dismantling and clean-up work operations performed by the CONTRACTOR.

B. Mobilization shall include the movement of all labor, equipment, supplies and incidentals to the project site; establishment of facilities necessary for work on the project; and other work and operations which must be performed or costs not directly attributable to other pay items, exclusive of bidding costs, which must be incurred by the CONTRACTOR before beginning and during the early stages of production work on the project site.

B. Demobilization shall include the movement of all labor, equipment, supplies and incidentals from the project site; dismantling and removal of temporary facilities; clean-up of the project site and all work areas; and other work and operations which must be performed or costs not directly attributable to other pay items which must be incurred by the CONTRACTOR after completion of certain items or work and all other work on the Contract has been completed.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

PART 4 - COMPENSATION

4.01 MEASUREMENT

A. The percentage of the lump sum amount for this section will be measured in accordance with the Mobilization schedule submitted by the CONTRACTOR and approved by the ENGINEER within the following limitations:

% of Total Contract Earned*	% of Maximum Lump Sum This Item Allowed
10%	40%
25%	60%
80%	90%

B. When all work under this contract is completed by the CONTRACTOR and accepted by the ENGINEER, one hundred percent (100%) of the Lump Sum Amount will be allowed.

C. Total earned will be equal to certified estimates approved by the ENGINEER exclusive of the Mobilization Lump Sum and Materials Stored Amounts.

END OF SECTION

SECTION 017123
FIELD ENGINEERING

PART 1 – GENERAL

1.1 REQUIREMENTS INCLUDED

A. The Contractor shall provide and pay for field engineering services for:

1. Survey work required in execution of the Work.
2. Civil, structural, or other professional engineering services specified or required to execute the Contractor's construction methods.

B. The method of field staking for construction of the Work shall be at the option of the Contractor. The Owner or Engineer will provide available reference information and existing control points, if any. The Contractor shall be responsible for establishing all additional control, lines, grades, elevations, and layout necessary to complete the Work.

C. The accuracy of any method of staking shall be the responsibility of the Contractor. All engineering for vertical and horizontal control necessary for construction shall be the responsibility of the Contractor.

D. The Contractor shall be held responsible for the preservation of all stakes and marks. If any stakes or marks are disturbed by the Contractor, the Contractor shall not proceed with affected Work until such points, marks, lines, and elevations necessary for prosecution of the Work have been reestablished.

E. The Contractor shall provide competent personnel to perform the layout and staking necessary for construction of the Work. Where professional surveying services are required to establish or verify survey control, property boundaries, critical elevations, or other locations requiring professional surveying, such services shall be performed by a Professional Surveyor licensed in the State of Mississippi. The Contractor shall be responsible for the proper location, alignment, and elevation of the Work.

1.2 SURVEY REFERENCE POINTS

A. Locate and protect control points prior to starting site work and preserve all permanent reference points during construction.

1. Make no changes or relocations without prior written notice to the Engineer.
2. Report to the Engineer when any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations.

1.3 PROJECT SURVEY REQUIREMENTS

A. Establish temporary benchmarks as needed, referenced to available survey control points. Record locations, with horizontal and vertical data, on Record Drawings.

B. Establish lines, levels, grades, and locations, by instrumentation or other appropriate means, for:

1. Playground improvements and equipment.
2. Outdoor fitness improvements and equipment.
3. Splash pad improvements and equipment.
4. Fencing and gates.
5. Concrete sidewalks and other paved improvements.
6. Turf areas and minor site grading.
7. Utilities, drainage improvements, and other site improvements included in the Work.

C. From time to time, verify layouts by the same or equivalent methods.

D. Establish all required lines, grades, elevations, and locations prior to construction of the applicable improvements.

1.4 RECORDS

A. Maintain a complete and accurate log of control and survey work as it progresses.

1.5 SUBMITTALS

A. On request of the Engineer, submit documentation verifying the accuracy of field engineering work.

B. Submit Record Drawings showing the final locations and elevations of constructed improvements where applicable, including utilities, drainage facilities, splash pad components, and other improvements requiring horizontal or vertical location records.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 017400
CLEANING

PART 1-GENERAL

1.1 REQUIREMENTS INCLUDED

Cleaning shall include daily “policing” of the Work and surrounding areas to clear general debris, waste paper, packaging, wood scraps, concrete debris, excess materials, and other objectionable material, along with the final cleanup of the site required for project acceptance.

1.2 DISPOSAL REQUIREMENTS

Conduct cleaning and disposal operations to comply with applicable codes, ordinances, regulations, and anti-pollution laws.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.1 DURING CONSTRUCTION

A. Execute daily cleaning to keep the Work, the site, and adjacent properties free from accumulations of waste materials, rubbish, and windblown debris resulting from construction operations.

B. Provide onsite containers for the collection of waste materials, debris, and rubbish. All waste materials, including containers, food debris, packaging, and other miscellaneous materials, shall be properly disposed of in onsite containers.

C. Remove waste materials, debris, and rubbish from the site periodically and dispose of at legal disposal areas away from the site.

D. Keep playground, splash pad, outdoor fitness, sidewalk, turf, and other completed or partially completed areas free from construction debris and materials that could damage completed improvements or create a hazard to workers or the public.

3.2 FINAL CLEANING

A. Employ skilled workmen for final cleaning.

B. Remove excess materials, concrete debris, excavation spoils, packaging, temporary materials, and other construction debris from the Project site.

C. Broom clean concrete sidewalks, splash pad surfaces, and other paved surfaces; rake clean landscaped, turf, and other ground surfaces as appropriate.

D. Clean debris from drainage facilities, pipes, inlets, and other drainage improvements affected by the Work.

E. Clean playground equipment, outdoor fitness equipment, splash pad equipment and surfaces, fencing and gates, and other exposed finished improvements. Remove dirt, labels, protective coverings, adhesives, markings, and construction residue as appropriate without damaging finished surfaces.

F. Prior to Final Completion or Owner occupancy, Contractor shall conduct an inspection of exposed surfaces and all work areas to verify that the entire Work is clean and ready for its intended use.

END OF SECTION

SECTION 017700
CONTRACT CLOSEOUT

PART 1-GENERAL

1.1 REQUIREMENTS INCLUDED

The Contractor shall comply with the requirements stated in the Specifications for administrative procedures in closing out the Work.

1.2 SUBSTANTIAL COMPLETION

A. When the Contractor considers the Work substantially complete, he shall submit to the Engineer:

1. A written notice that the Work, or designated portion thereof, is substantially complete.
2. A list of items to be completed or corrected.

B. Within seven (7) calendar days after receipt of such notice, the Engineer will make an inspection to determine the status of completion. The Engineer's opinion as to the status of completion shall be based on completion of the following, as applicable:

1. Should the Engineer determine that the Work is not substantially complete:

a. The Engineer will promptly notify the Contractor in writing, giving the reasons therefore in accordance with the General and Supplemental Conditions.

b. Contractor shall remedy the deficiencies in the Work and send a second written notice of Substantial Completion to the Engineer.

c. The Engineer shall reinspect the Work.

2. When the Engineer finds that the Work is substantially complete, the Engineer will:

a. Prepare and deliver to the Owner a tentative Certificate of Substantial Completion with a tentative list of items to be completed or corrected before final payment.

b. After consideration of any objections made by the Owner as provided in the General and Supplemental Conditions of the Contract, and when the Engineer considers the Work substantially complete, the Engineer will execute and deliver to the Contractor a Certificate of Substantial Completion with a revised list of items to be completed or corrected.

1.3 FINAL INSPECTION

A. When the Contractor considers the Work complete, he shall submit written certification that:

1. Contract Documents have been reviewed.
2. Work has been inspected for compliance with the Contract Documents.
3. Work has been completed in accordance with the Contract Documents.
4. Equipment and systems have been installed, tested, started, adjusted, and demonstrated as required by the Contract Documents and are operational. This shall include, as applicable, playground equipment, outdoor fitness equipment, splash pad equipment and systems, gates and hardware, and other equipment furnished under the Contract.
5. Required Owner training for operation and maintenance of equipment and systems has been completed, where applicable.
6. Work is complete and ready for final inspection.

B. The Engineer will make an inspection to verify the status of completion within seven (7) calendar days after receipt of such certification.

C. Should the Engineer consider that the Work is incomplete or defective:

1. The Engineer will promptly notify the Contractor in writing, listing the incomplete or defective Work.
2. Contractor shall take immediate steps to remedy the stated deficiencies and send a second written certification to the Engineer that the Work is complete.
3. The Engineer will reinspect the Work.

D. When the Engineer finds that the Work is acceptable under the Contract Documents, he shall request the Contractor to make closeout submittals.

1.4 RE-INSPECTION FEES

Should the Engineer perform re-inspection due to failure of the Work to comply with the claims of status of completion made by the Contractor:

A. Engineer will be compensated for such additional services.

B. Engineer will deduct the amount of such compensation from the final payment to the Contractor.

1.5 CONTRACTOR'S CLOSEOUT SUBMITTALS TO ENGINEER

A. Warranties and Bonds: Requirements of Section 017850 – Warranties.

B. Certificate of Insurance for Products and Completed Operations.

C. Record Drawings and as-built information required by the Contract Documents.

D. Manufacturer's operation and maintenance manuals, instructions, and other documentation required by the Contract Documents.

E. Manufacturer's warranties and extended warranties required for playground equipment, outdoor fitness equipment, splash pad equipment and systems, fencing, surfacing, and other products or equipment furnished under the Contract, as applicable.

F. Documentation of required testing, startup, commissioning, and Owner training, as applicable.

G. Other closeout documents specifically required by individual Specification Sections.

1.6 FINAL ADJUSTMENT OF ACCOUNTS

A. Submit a final statement of accounting to the Engineer.

B. Statement shall reflect all adjustments to the Contract Sum:

1. The original Contract Sum.
2. Additions and deductions resulting from:

a. Previous CCR.

b. Deductions for uncorrected Work.

c. Penalties and bonuses.

d. Deductions for liquidated damages.

e. Deductions for re-inspection payments.

f. Other adjustments.

3. Total Contract Sum, as adjusted.
4. Previous payments.
5. Sum remaining due.

C. Engineer will prepare a final CCR reflecting approved adjustments to the Contract Sum which were not previously made by CCR.

1.7 APPLICATION FOR PAYMENT

Upon receipt of approval of the final CCR, the Contractor shall submit an Application for Payment in accordance with procedures and requirements stated in the Specifications.

1.8 CONTRACT CLEAR LIEN CERTIFICATE AND PAYMENT OF RETAINAGE

A. Upon receipt of the Engineer's acceptance of the Work, the Contractor shall submit an affidavit that the Project is clear of all material and labor liens.

B. Upon receipt of the affidavit of clear liens, the Contractor shall submit an Application for Payment to the Engineer requesting release of the Project retainage.

C. The Engineer shall review the Application for Payment of Project retainage and, if in order, shall submit the Application for Payment and supporting documentation to the Owner for payment.

D. The Owner shall release the Project retainage and make payment to the Contractor of the amount to which the Contractor is entitled in accordance with the Contract **Documents.**

PART 2-PRODUCTS (NOT USED)

PART 3-EXECUTION (NOT USED)

END OF SECTION

SECTION 017840
PROJECT RECORD DOCUMENTS

PART 1-GENERAL

1.1 REQUIREMENTS INCLUDED

Maintain at the site for the Owner one record copy of:

A. Conformed Drawings, sketches, and layouts, as applicable.

B. Conformed Specifications.

C. CCR's and other Modifications to the Contract.

D. Engineer's Field Orders or written instructions.

E. Approved Shop Drawings, Working Drawings, and Samples.

F. Field test records.

G. Construction photographs.

H. Latest approved Progress Schedule.

I. Manufacturer's installation information and approved equipment layouts, as applicable.

1.2 MAINTENANCE OF DOCUMENTS AND SAMPLES

A. Store documents and samples in a manner and location to prevent damage.

1. Provide files and racks for storage of documents.
2. Provide secure storage space for storage of samples.

B. File documents and samples in an orderly manner.

C. Maintain documents in clean, dry, legible condition and in good order. Do not use Record Documents for construction purposes.

D. Make documents and samples available at all times for inspection by the Owner and Engineer.

E. As a prerequisite for monthly progress payments, the Contractor shall exhibit the currently updated Record Documents for review by the Owner or Engineer.

1.3 MARKING DEVICES

Provide suitable marking devices for recording information using the color code designated by the Owner or Engineer.

1.4 RECORDING

A. Label each document “PROJECT RECORD.”

B. Record information concurrently with construction progress. Do not conceal Work until required record information has been documented.

C. Legibly mark Contract Drawings, sketches, layouts, and approved Shop Drawings, as applicable, to record actual construction:

1. The Contractor shall use the following color code in marking Record Documents:

a. Yellow for no change.

b. Red to indicate additions, deletions, and changes.

2. Record actual locations and elevations of constructed improvements where applicable, including:

a. Splash pad drainage piping, drain boxes, water lines, feature lines, valves, valve cabinet, and other concealed splash pad components.

b. Underground electrical conduits and other underground utilities installed as part of the Work.

c. Drainage facilities and associated invert elevations, where applicable.

d. Playground equipment, outdoor fitness equipment, splash pad equipment, fencing, gates, sidewalks, and other major site improvements where locations differ from the approved layout or Contract Documents.

e. Final grades and elevations where necessary to document proper drainage or where specifically requested by the Engineer.

3. Record locations of utilities, piping, conduits, and other appurtenances concealed by construction by referencing them to permanent, visible, and readily identifiable features.
4. Record field changes in dimensions, locations, elevations, and details.
5. Record changes made by Field Directive or CCR.
6. Record details not included in the original Contract Documents but necessary to accurately represent the completed Work.

D. Specifications and Addenda: Legibly mark each applicable Section to record:

1. Manufacturer, trade name, model or catalog number, and supplier of each significant product and item of equipment actually installed.
2. Changes made by Field Directive or CCR.

E. Maintain final approved Shop Drawings and equipment layouts showing changes made during construction.

1.5 SUBMITTAL

A. At Contract Closeout, deliver Record Documents to the Owner through the Engineer.

B. Record Documents shall be complete and reflect the actual completed construction to the extent reasonably ascertainable from the Contractor's records.

C. Accompany submittal with a transmittal letter containing:

1. Date.
2. Project title and number.
3. Contractor's name and address.
4. Title and number of each Record Document.
5. Signature of Contractor or authorized representative.

PART 2-PRODUCTS

PART 3-EXECUTION

END OF SECTION

SECTION 017850
WARRANTIES

PART 1-GENERAL

1.1 REQUIREMENTS INCLUDED

A. Compile specified warranties and bonds as required by the Contract Documents.

B. Co-execute submittals when so specified.

C. Review submittals to verify compliance with the Contract Documents.

D. Submit warranties and bonds to the Owner through the Engineer for review.

1.2 SUBMITTAL REQUIREMENTS

A. Assemble and include warranties, bonds, and service and maintenance agreements, where required, executed by the respective manufacturers, suppliers, installers, and subcontractors, including effective dates.

B. Number of original signed copies required: Two (2) each, where originals are available or required.

C. Provide a Table of Contents, neatly typed and arranged in orderly sequence. Provide complete information for each item, including:

1. Product, equipment, system, or Work item.
2. Manufacturer, supplier, installer, or other responsible firm, including name of principal or contact person, address, telephone number, and available contact information.
3. Scope of warranty.
4. Date warranty or bond begins.
5. Duration of warranty.
6. Information for Owner's personnel, including:

a. Proper procedure and contact information in case of failure.

b. Conditions or actions which may affect the validity of the warranty or bond.

7. Contractor's name, responsible principal, address, and telephone number.

1.3 FORM OF SUBMITTALS

A. Prepare in duplicate packets.

B. Format:

1. Size: 8-1/2 inches by 11 inches. Arrange documents in a suitable binder.
2. Cover: Identify each packet with the title “WARRANTIES AND BONDS” and list:

a. Title of Project.

b. Name of Contractor.

C. Binders: Commercial quality, three-ring “D” ring binder with durable and cleanable covers and maximum spine width of 2 inches.

1.4 WARRANTY REQUIREMENTS

A. Unless a longer warranty period is specified elsewhere in the Contract Documents, all Work, materials, products, equipment, and systems furnished under the Contract shall be warranted for a minimum period of one (1) year following the date of Substantial Completion and acceptance for operation by the Owner.

B. The Contractor shall warrant the Work against defects in workmanship, materials, installation, and performance during the applicable warranty period and shall promptly correct defective Work at no additional cost to the Owner.

C. Manufacturer's warranties shall be provided for products, equipment, and systems where required by the Contract Documents or normally provided by the manufacturer.

D. Where an individual Specification Section, manufacturer's standard warranty, approved submittal, or other requirement of the Contract Documents provides a warranty period longer than one (1) year, the longer warranty period shall apply.

E. Manufacturer's warranties shall be in addition to, and shall not limit or reduce, the Contractor's obligations under the Contract Documents.

F. The Contractor shall be responsible for coordinating warranty claims during the Contractor's warranty period and shall assist the Owner in obtaining corrective action from manufacturers, suppliers, installers, and subcontractors as applicable.

G. Warranty periods shall commence on the date of Substantial Completion unless a different commencement date is specifically stated in the applicable Specification Section or approved warranty.

1.5 PROJECT-SPECIFIC WARRANTIES

A. Provide all warranties required by the individual Specification Sections for the playground equipment and structures, outdoor fitness equipment, splash pad and associated equipment and systems, fencing and gates, surfacing and turf systems, concrete Work, and other improvements furnished under the Contract.

B. Where individual Specification Sections require specific warranty durations, those requirements shall govern.

C. Submit manufacturer warranties, Contractor warranties, and installer warranties as applicable for each system.

D. Warranty documentation shall clearly identify the equipment, product, or system covered; applicable warranty period; effective date; exclusions or limitations; and procedures and contact information for obtaining warranty service

PART 2-PRODUCTS

PART 3-EXECUTION

END OF SECTION

SECTION 023000
EXHIBITS

PART 1 – GENERAL

1.01 SECTION INCLUDES

A. Exhibits 1 and 2 are included with the Contract Documents to illustrate the general layout, limits, and design intent of the proposed improvements for Gluckstadt Community Park.

B. The Exhibits generally identify the proposed locations and relationships of improvements including, but not necessarily limited to, playground equipment, outdoor fitness equipment, splash pad improvements, sidewalks and concrete areas, artificial turf areas, fencing, walking trail, and associated site improvements.

C. The Exhibits are intended to establish the general scope, layout, and design intent of the Work and shall be used in conjunction with the Specifications and other Contract Documents.

D. Locations, dimensions, limits, and configurations shown on the Exhibits are approximate unless specifically indicated otherwise. Minor adjustments may be required to accommodate approved equipment, manufacturer requirements, existing field conditions, utilities, drainage, accessibility requirements, and proper installation.

E. Final equipment layouts, dimensions, foundations, fall zones, clearances, and installation requirements shall be based upon approved product submittals and the requirements of the applicable manufacturer.

F. The CONTRACTOR shall coordinate any proposed deviation or adjustment from the general layout shown on the Exhibits with the ENGINEER prior to performing the affected Work. Adjustments shall not materially alter the intended scope, function, accessibility, or overall design intent without prior approval.

G. The CONTRACTOR shall verify existing conditions and dimensions in the field prior to construction and shall promptly notify the ENGINEER of conflicts or conditions that may require modification of the Work.

PART 2 – PRODUCTS
NOT USED

PART 3 – EXECUTION
NOT USED

END OF SECTION

EXHIBIT 1

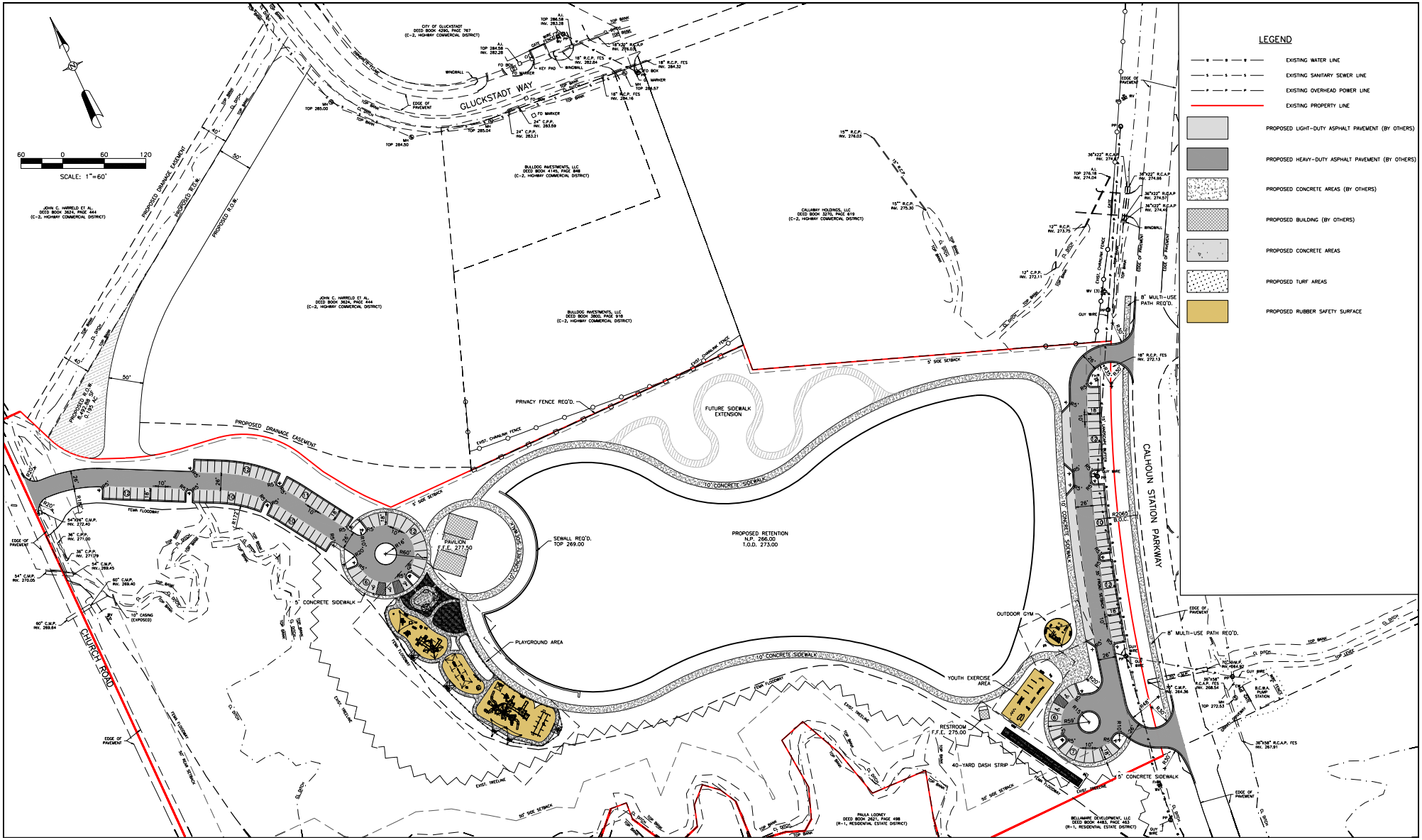
LEGEND
EXISTING WATER LINE
EXISTING SANITARY SEWER LINE
EXISTING OVERHEAD POWER LINE
EXISTING PROPERTY LINE
PROPOSED LIGHT-DUTY ASPHALT PAVEMENT (BY OTHERS)
PROPOSED HEAVY-DUTY ASPHALT PAVEMENT (BY OTHERS)
PROPOSED CONCRETE AREAS (BY OTHERS)
PROPOSED BUILDING (BY OTHERS)
PROPOSED CONCRETE AREAS
PROPOSED TURF AREAS
PROPOSED RUBBER SAFETY SURFACE
SCALE: 1"=60'
GLUCKSTADT WAY
CHURCH ROAD
CALHOUN STATION PARKWAY
PROPOSED DRAINAGE EASEMENT
PROPOSED R.O.W.
PRIVACY FENCE REQ'D.
FUTURE SIDEWALK EXTENSION
10' CONCRETE SIDEWALK
5' CONCRETE SIDEWALK
8' MULTI-USE PATH REQ'D.
SEWALL REQ'D. TOP 269.00
PROPOSED RETENTION N.P. 266.00 T.O.D. 273.00
PAVILION F.F.E. 277.50
PLAYGROUND AREA
OUTDOOR GYM
YOUTH EXERCISE AREA
RESTROOM F.F.E. 275.00
40-YARD DASH STRIP
FEMA FLOODWAY
EXIST. WETLINE
5' SIDE SETBACK
50' SIDE SETBACK
30' REAR SETBACK
JOHN C. HARFIELD ET AL. DEED BOOK 3624, PAGE 444 (C-2, HIGHWAY COMMERCIAL DISTRICT)
BULLDOG INVESTMENTS, LLC DEED BOOK 4149, PAGE 848 (C-2, HIGHWAY COMMERCIAL DISTRICT)
BULLDOG INVESTMENTS, LLC DEED BOOK 3900, PAGE 918 (C-2, HIGHWAY COMMERCIAL DISTRICT)
CITY OF GLUCKSTADT DEED BOOK 4240, PAGE 767 (C-2, HIGHWAY COMMERCIAL DISTRICT)
COLUMBIA HOLDINGS, LLC DEED BOOK 3270, PAGE 619 (C-2, HIGHWAY COMMERCIAL DISTRICT)
PAULA LOONEY DEED BOOK 2621, PAGE 498 (R-1, RESIDENTIAL ESTATE DISTRICT)
BELLAMARE DEVELOPMENT, LLC DEED BOOK 4483, PAGE 163 (R-1, RESIDENTIAL ESTATE DISTRICT)

EXHIBIT 2


YOUTH EXERCISE AREA
AGILITY STEPS
MONKEYBARS
VAULT WALLS
BALANCE WALK
START/STOP BOLLARDS
AGILITY PLATFORMS
NET WALL
PARALLEL BARS (42" HEIGHT)
ROCK CLIMBING/NET WALL
6' BENCH W/BACK (THERMOCOAT)
SIGN
NOTES:
1. ALL EQUIPMENT SHALL BE YOUTH SIZED.
2. SEE SPECS FOR EXERCISE STATIONS/ FREETSTANDING EQUIPMENT REQUIREMENTS.
OUTDOOR GYM
EXERCISE STATIONS
EQUILATERAL SHADE STRUCTURE
NOTE: SEE SPECS FOR EXERCISE STATIONS/ FREETSTANDING EQUIPMENT REQUIREMENTS.
SCALE: 1"=10'
LEGEND
PROPOSED LIGHT-DUTY ASPHALT PAVEMENT (BY OTHERS)
PROPOSED HEAVY-DUTY ASPHALT PAVEMENT (BY OTHERS)
PROPOSED CONCRETE AREAS (BY OTHERS)
PROPOSED BUILDING (BY OTHERS)
PROPOSED CONCRETE AREAS
PROPOSED TURF AREAS
PROPOSED RUBBER SAFETY SURFACE
RESTROOM
40-YARD DASH STRIP
TURF
PLAYGROUND AREA
4' GATE
4' IRON FENCE
10' CANTILEVER UMBRELLA
POP JET
SPLASH PAD
SAIL CANOPY
EQUILATERAL SHADE STRUCTURE
DUAL SPINNING SEAT
CRAWL TUBE
GROUND-LEVEL CLIMBER
ASSORTED PANELS
DUAL SLIDE
ACCESSIBLE RAMP
ACCESSIBLE CLIMBER
CLIMBING STEPS
RINGS
CLIMBING WALL
PLAYHOUSE
SPINNING SEAT
TODDLER/CRAWLER PLAYSET
SWING SET W/ ASSORTED SWINGS
SENSORY WALL
SPINNING PLATFORM
SHADE STRUCTURE
ROCKING SEAT
3-SIDED CLIMBING PLATFORM
TUBE SLIDE
TIN ROOF
ACCESSIBLE CLIMBER
ROCKING PLATFORM
CLIMBING WALL
OVERHEAD LOOP LADDER
CLIMBING STEPS
TOWER TUBE SLIDE
CURVED CLIMBER
CONNECTOR CLIMBER
TOWER OVERLOOK
BRIDGE
VERTICAL CLIMBER
TOWER SPIRAL SLIDE
ANGLED CLIMBER
TOWER PLATFORM (VARIABLE HEIGHTS)
ZIP TRACK
NOTE: SEE SPECS FOR EXERCISE STATIONS/ FREETSTANDING EQUIPMENT REQUIREMENTS.

SECTION 116800
SPLASH PAD SYSTEM

PART 1 – GENERAL

1.01 DESCRIPTION

A. This Section includes furnishing all labor, materials, equipment, tools, supervision, transportation, services, and incidentals necessary for the complete design, purchase, delivery, installation, testing, commissioning, and startup of a flow-through/gravity-drain splash pad system.

B. The splash pad shall have a circular footprint approximately 30 feet in diameter. Within the splash pad footprint, provide a five (5) foot wide dry walk around the perimeter with a broomed concrete finish.

C. The Work shall include, but not necessarily be limited to, site preparation, subgrade preparation, aggregate base, reinforced concrete construction, drainage, piping, valves, valve cabinet, controls, electrical activator, spray features, equipment mounting systems, utility connections within the Contractor's scope, testing, commissioning, training, restoration, and all appurtenances necessary to provide a complete and operational splash pad system.

D. Furnish and install all incidental materials, equipment, accessories, fittings, connections, supports, anchors, hardware, and other components reasonably necessary for a complete and functional installation, whether specifically identified herein or not.

1.02 DESIGN REQUIREMENTS

A. Provide a complete flow-through/gravity-drain splash pad system.

B. The splash pad shall have a circular footprint approximately 30 feet in diameter with a five (5) foot wide dry walk around the perimeter.

C. Design the splash pad system to accommodate a water flow rate of approximately 40 gallons per minute (GPM) or greater.

D. Provide positive drainage throughout the splash pad area. Slopes shall be constructed to prevent ponding, standing water, or "birdbath" conditions.

E. Cross slopes toward the primary drain box shall not exceed three (3) percent.

F. Spray features shall be installed using encased, interchangeable mounting systems that allow individual spray features to be removed, repaired, or replaced without demolition of the surrounding concrete.

G. Products identified herein by manufacturer and model number are provided as the Basis of Design and are intended to establish the minimum required type, quality, function, performance, durability, and general aesthetic character of the splash pad system.

H. Equivalent products from other manufacturers may be provided as an approved equal, subject to review and approval by the Engineer and Owner in accordance with the Contract Documents.

I. Proposed equivalent products shall meet or exceed the performance, materials, quality, durability, functionality, maintainability, and general aesthetic intent of the Basis-of-Design products specified herein.

J. Acceptance of a proposed equal shall not relieve the Contractor from responsibility for providing a complete, coordinated, and fully functional splash pad system meeting all requirements of the Contract Documents.

1.03 SUBMITTALS

A. Following award and prior to ordering equipment or beginning construction of the splash pad, submit complete splash pad system information to the Engineer and Owner for review and approval.

B. Submit renderings and a proposed splash pad layout demonstrating that the proposed system meets the intent and requirements of the Contract Documents.

C. The proposed layout shall include, at a minimum:

1. Overall splash pad dimensions and configuration.
2. Limits and dimensions of the five (5) foot wide dry walk.
3. Location and identification of each spray feature.
4. Manufacturer and model number of each proposed spray feature.
5. Location of the primary drain box.
6. Proposed valve cabinet location.
7. Location of the electrical activator bollard.
8. General routing of feature piping.
9. Proposed wastewater discharge/daylight location.
10. Proposed utility connection locations.
11. General drainage and slope configuration.

D. Submit manufacturer's product data for all spray features, mounting systems, valve cabinet, valves, manifold, controls, timer interface, activator, and other manufactured components of the splash pad system.

E. Submit manufacturer's written installation requirements and recommendations for all splash pad equipment.

F. Where products other than the specified Basis-of-Design products are proposed, clearly identify each proposed substitution or equivalent product and submit sufficient documentation demonstrating compliance with the requirements of this Section.

G. Documentation for proposed equivalent products shall include, as applicable:

1. Manufacturer's name.
2. Product name and model number.
3. Product data and technical information.
4. Materials of construction.
5. Dimensions and configuration.
6. Flow and performance information.
7. Mounting and installation requirements.
8. Warranty information.
9. Comparison with the specified Basis-of-Design product.
10. Renderings, photographs, or other information necessary to demonstrate equivalent aesthetic and functional characteristics.

H. The Engineer and Owner reserve the right to reject proposed equivalent products that do not demonstrate compliance with the requirements and design intent of the Contract Documents.

1.04 FIELD VERIFICATION

A. Prior to beginning construction, verify existing site conditions, elevations, utility locations, and other conditions affecting installation of the splash pad.

B. Verify that the existing subgrade is suitable for construction. Prepare and compact subgrade beneath the splash pad improvements to a minimum of 95 percent of maximum dry density as determined by the Standard Proctor test.

C. Notify the Engineer of unsuitable or unstable conditions encountered prior to proceeding with construction of the affected Work.

1.05 COORDINATION

A. Coordinate the splash pad installation with the Owner, Engineer, equipment manufacturer, utility providers, and other contractors performing Work at the Project site.

B. The location of the above-grade valve cabinet shall be within a greenspace and shall be approved by the City prior to installation.

C. The location where the splash pad wastewater line daylights shall be designated or approved by the City prior to installation.

D. Coordinate the locations of spray features, piping, drainage, electrical components, concrete reinforcing, and other Work to provide a complete and properly functioning system.

1.06 OWNER-PROVIDED UTILITY WORK

A. The City of Gluckstadt will provide electrical power to the electrical panel located at the valve cabinet and will make the electrical connection to the cabinet electrical panel prior to startup.

B. The City of Gluckstadt will provide the water supply to the valve cabinet and will provide a pressure-reducing valve, if required, and a properly sized backflow preventer.

C. Coordinate the Contractor's Work with the utility connection points provided by the City.

1.07 WARRANTIES

A. Provide warranties commencing on the date of splash pad commissioning as follows:

1. General Contractor's Warranty: One (1) year.
2. Valve Cabinet Manufacturer's Warranty: Three (3) years.
3. Spray Feature Manufacturer's Warranty: Three (3) years.
4. Concrete Warranty: Three (3) years.

B. Proposed approved-equal equipment shall provide warranties meeting or exceeding the warranty periods specified herein.

C. Submit written warranty documentation to the Owner as part of the Project closeout documents.

PART 2 – PRODUCTS

2.01 GENERAL

A. Furnish new materials and equipment suitable for their intended use and compatible with the complete splash pad system.

B. Splash pad components shall be designed and manufactured for commercial outdoor splash pad applications.

C. Components of the splash pad system shall be compatible with one another and shall be coordinated by the Contractor and splash pad equipment supplier/manufacturer.

D. Products identified by manufacturer and model are Basis-of-Design products. Approved equivalent products meeting or exceeding the specified requirements may be provided subject to the requirements of this Section and the Contract Documents.

2.02 SPRAY FEATURES

A. Spray features manufactured by Raindrop Products, LLC are identified as the Basis of Design and establish the minimum type, quality, performance, function, durability, and general aesthetic character required.

B. Equivalent products manufactured by others may be provided as approved equals, subject to review and approval by the Engineer and Owner.

C. Provide the following spray features:

1. Two (2) slanted surface sprays.
   Basis of Design: Raindrop Slant Finger Jets, or approved equal.

2. Four (4) interwoven multi-jet surface sprays.
   Basis of Design: Raindrop Basket Weaver, or approved equal.
3. Two (2) vertical cone surface sprays.
   Basis of Design: Raindrop Mini Popcorn Jet or approved equal.
4. Two (2) integrated vertical jets arranged in a curved pattern.
   Basis of Design: Raindrop Low Flow Curved Pop Jet, 48-inch Radius, or approved equal.
5. One (1) tunnel-effect surface spray.
   Basis of Design: Raindrop Tunnel Arch 6, or approved equal.

D. Approved-equal spray features shall provide spray patterns, coverage, interaction, function, and general visual character comparable to the Basis-of-Design features.

E. Provide each spray feature with an encased, interchangeable mounting system that permits removal, repair, or replacement of the individual spray feature without demolition of the surrounding concrete.

F. Provide all piping, fittings, connections, mounting components, and accessories required for complete installation and operation of the spray features.

2.03 VALVE CABINET AND WATER CONTROLS

A. Provide one (1) above-grade valve cabinet suitable for exterior commercial splash pad applications.

B. Provide within the valve cabinet a Schedule 80 PVC, 3-inch manifold with ball valves dedicated to seven (7) individual 1-inch feature lines.

C. Provide one (1) 2-inch pressure control valve.

D. Provide one (1) 2-inch shutoff valve.

E. Provide all fittings, connections, supports, and accessories required for a complete installation.

F. Valve cabinet and control components shall be compatible with the proposed splash pad system.

2.04 CONTROL SYSTEM

A. Provide one (1) zone timer interface to control operation of the splash pad.

B. The timer interface shall be programmable for two (2) opening times and two (2) closing times per day, providing two operating windows per day, seven days per week.

C. Provide one (1) electrical activator bollard with touch-sensor button located within the splash pad area.

D. Provide a 120-volt, single-phase electrical breaker panel mounted on the side of the valve cabinet.

E. Provide all controls, wiring within the splash pad equipment system, enclosures, connections, and accessories necessary for complete operation.

2.05 DRAINAGE

A. Provide one (1) 4-inch PVC wastewater line connected to a drain box located at the center of the splash pad.

B. Extend the wastewater line to daylight at a location designated or approved by the City prior to construction.

C. Provide all fittings, connections, excavation, bedding, backfill, and other incidental materials required for a complete gravity-drain installation.

2.06 CONCRETE

A. Concrete shall have a minimum compressive strength of 3,500 psi.

B. Provide a concrete splash pad deck six (6) inches thick in the field.

C. Provide a perimeter turndown twelve (12) inches deep and eight (8) inches wide along the circular perimeter.

D. Reinforce the perimeter turndown with one (1) continuous No. 5 reinforcing bar located four (4) inches from the bottom of the footing.

E. Reinforce the six (6) inch concrete deck with welded wire reinforcement.

F. Provide a four (4) inch thick compacted No. 57 stone base beneath the concrete.

PART 3 – EXECUTION

3.01 SITE PREPARATION

A. Verify existing conditions prior to beginning Work.

B. Remove unsuitable material as necessary and prepare the subgrade to receive the proposed splash pad improvements.

C. Compact the prepared subgrade to a minimum of 95 percent of maximum dry density as determined by the Standard Proctor test.

D. Establish grades necessary to provide positive drainage and support the proposed improvements.

3.02 AGGREGATE BASE

A. Place No. 57 stone beneath the concrete splash pad deck to a compacted thickness of four (4) inches.

B. Place and compact aggregate to provide a firm, uniform base for concrete construction.

3.03 CONCRETE INSTALLATION

A. Construct the splash pad concrete deck six (6) inches thick with the perimeter turndown specified herein.

B. Install reinforcing steel and welded wire reinforcement in the locations specified.

C. Provide a broomed concrete finish on the five (5) foot wide dry walk around the perimeter.

D. Construct the concrete surface to provide positive drainage to the primary drain box without depressions or irregularities that result in standing water.

E. Cross slopes toward the primary drain box shall not exceed three (3) percent.

F. Saw-cut contraction joints to a depth equal to approximately one-third (1/3) of the slab thickness.

G. Space saw-cut joints approximately ten (10) feet on center each way.

H. Complete saw cutting within twenty-four (24) hours following concrete placement.

I. Place concrete only under weather conditions suitable for proper placement, finishing, and curing. Protect freshly placed concrete from precipitation, excessive wind, temperature extremes, and other conditions that may adversely affect the appearance, durability, or integrity of the finished concrete.

J. Unless otherwise approved by the Engineer, concrete placement shall occur when ambient temperatures are between 45 degrees F and 90 degrees F.

3.04 SPLASH PAD EQUIPMENT INSTALLATION

A. Install the splash pad system in accordance with the approved layout, approved submittals, and manufacturer's written instructions.

B. Install spray features in the quantities and general arrangements approved by the Owner and Engineer.

C. Install each spray feature using the specified encased, interchangeable mounting system.

D. Coordinate equipment installation with concrete construction to ensure proper elevations, alignment, anchorage, and drainage.

E. Approval of the proposed layout or equipment shall not relieve the Contractor of responsibility for proper installation or performance of the completed splash pad system.

3.05 PIPING AND CONTROLS

A. Install the valve cabinet, manifold, valves, feature lines, controls, activator, electrical panel, and associated equipment in accordance with the manufacturer's recommendations and approved layout.

B. Coordinate all piping and equipment locations to avoid conflicts with concrete reinforcing, drainage piping, electrical components, and other Work.

C. Provide seven (7) individual 1-inch feature lines connected to the Schedule 80 PVC manifold.

D. Install the 4-inch PVC wastewater line from the center drain box to the approved daylight location.

3.06 UTILITY CONNECTIONS

A. Coordinate water and electrical requirements with the city.

B. Terminate Contractor-provided water system components at the connection point established by the City at the valve cabinet.

C. Coordinate the electrical panel installation with the electrical service and final connection provided by the city.

D. Do not place the splash pad into operation until required utility connections have been completed.

3.07 TESTING AND COMMISSIONING

A. Upon completion of installation, test the complete splash pad system to verify proper operation.

B. Verify operation of each spray feature, valve, control, timer, activator, drain, and other system component.

C. Adjust spray features and controls as necessary to provide proper operation and the intended spray patterns.

D. Verify that the splash pad deck drains properly and that no unacceptable areas of standing water remain.

E. Correct deficiencies identified during testing prior to final commissioning.

F. Approved-equal equipment shall be required to achieve the same overall functional and performance requirements established by this Section.

3.08 TRAINING AND CLOSEOUT

A. At commissioning, provide training to designated City personnel regarding operation and routine maintenance of the splash pad system.

B. Provide the Owner with all necessary operation and maintenance manuals.

C. Provide record/as-built drawings showing the final installed configuration of the splash pad system, including equipment, piping, controls, drainage, and other concealed components.

D. Provide all required warranty documentation.

3.09 RESTORATION

A. Restore areas disturbed by splash pad construction.

B. Final-grade disturbed areas to provide positive drainage.

C. Seed and straw disturbed areas upon completion of construction.

END OF SECTION

SECTION 116810
PLAYGROUND EQUIPMENT AND STRUCTURES

PART 1 – GENERAL

1.01 DESCRIPTION

A. This Section includes furnishing, delivery, assembly, installation, and completion of commercial playground equipment, play structures, freestanding play components, shade structures associated with the playground equipment, accessories, foundations, anchorage systems, hardware, and all related items required for a complete and operational playground installation.

B. The Contractor shall provide all labor, materials, equipment, tools, supervision, transportation, unloading, storage, assembly, installation, foundations, anchorage, hardware, accessories, and incidentals necessary to provide the complete playground equipment system.

C. Playground equipment shall generally conform to the type, quantity, age range, play value, accessibility, arrangement, and overall design intent represented by the Basis-of-Design equipment and conceptual layouts included in the Contract Documents.

D. The Basis-of-Design playground depicted in the Grant Agreement includes separate play areas for different age groups, inclusive and accessible play components, freestanding play equipment, shade structures, and related amenities.

1.02 RELATED SECTIONS

A. Section 012910 – Submittals.

B. Sections of the Contract Documents pertaining to earthwork, concrete, playground surfacing, turf, sidewalks, fencing, site improvements, and restoration.

1.03 REFERENCE STANDARDS

A. Playground equipment and installation shall comply with applicable requirements of the following:

1. ASTM F1487 – Standard Consumer Safety Performance Specification for Playground Equipment for Public Use.
2. ASTM F1292 – Standard Specification for Impact Attenuation of Surfacing Materials Within the Use Zone of Playground Equipment.
3. ASTM F1951 – Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment.
4. U.S. Consumer Product Safety Commission (CPSC), Public Playground Safety Handbook.
5. Americans with Disabilities Act (ADA) and applicable accessibility requirements.
6. International Play Equipment Manufacturers Association (IPEMA) certification requirements, where applicable.

B. Where requirements conflict, comply with the more stringent requirement unless otherwise approved by the Engineer.

1.04 SUBMITTALS

A. Submit in accordance with Section 012910 – Submittals.

B. Prior to ordering equipment, fabrication, or installation, submit a complete playground equipment package to the Engineer for review and approval.

C. Product Data: Submit manufacturer's current product data for each playground structure, freestanding play component, shade structure, accessory, and associated product.

D. Shop Drawings: Submit a complete scaled playground layout showing, at a minimum:

1. Location and orientation of each playground structure and component.
2. Manufacturer and model number of each structure and component.

3. Overall equipment dimensions.
4. Required use zones and safety clearances.
5. Designated age ranges.
6. Accessible play components and accessible routes.
7. Equipment foundations and anchorage.
8. Finished grades and equipment elevations, where applicable.
9. Relationship to playground surfacing.
10. Relationship to sidewalks, fencing, shade structures, turf, and adjacent improvements.

E. Submit manufacturer's installation instructions, foundation and anchorage requirements, maintenance information, applicable certifications, and warranty information.

F. Submit manufacturer's available standard colors and finishes for selection and approval by the Owner.

1.05 BASIS OF DESIGN AND APPROVED EQUALS

A. Basis of Design: Playground equipment and structures manufactured by GameTime, as generally represented by the GameTime playground designs, equipment, layouts, renderings, and supporting information included in the Contract Documents.

B. GameTime is specified as the Basis of Design to establish the minimum required level of quality, materials, durability, functionality, accessibility, play value, capacity, appearance, and overall design intent.

C. Products of other manufacturers may be provided as an approved equal, subject to the requirements of the Contract Documents and approval by the Engineer and Owner.

D. Approved-equal playground systems shall meet or exceed the Basis-of-Design system with respect to:

1. Overall size and configuration.
2. Intended age ranges.
3. User capacity.
4. Number and variety of play activities.
5. Physical and developmental play opportunities.
6. Inclusive and accessible play opportunities.
7. Elevated and ground-level play components.
8. Materials and structural components.
9. Durability and corrosion resistance.
10. Safety requirements and use zones.
11. Shade and related features where included.
12. Warranty coverage.
13. General appearance, character, and design intent.

E. A proposed equal shall not materially reduce the quantity, variety, accessibility, capacity, functionality, or play value of the equipment represented by the Basis-of-Design system.

F. Requests for approved equals shall be submitted in accordance with the Instructions to Bidders and Section 012910 – Submittals.

G. Contractor shall provide sufficient information to demonstrate equivalency, including manufacturer, model numbers, product data, equipment layout, age ranges, capacities, materials, use zones, accessibility information, warranties, renderings, and a comparison with the Basis-of-Design system.

H. The Contractor shall be responsible for demonstrating that a proposed equal meets or exceeds the requirements and overall intent established by the Basis of Design.

1.06 QUALITY ASSURANCE

A. Manufacturer shall be regularly engaged in the manufacture of commercial playground equipment of similar size, type, and complexity.

B. Playground equipment shall comply with ASTM F1487 and applicable CPSC requirements.

C. Provide IPEMA-certified playground equipment where IPEMA certification is applicable.

D. Equipment and installation shall comply with applicable ADA accessibility requirements.

E. Installer shall be experienced in commercial playground equipment installation and shall be trained, certified, or otherwise approved by the equipment manufacturer where required by the manufacturer.

F. Installation shall comply with manufacturer's written instructions and approved Shop Drawings.

1.07 DELIVERY, STORAGE, AND HANDLING

A. Deliver equipment and materials in manufacturer's original packaging with identification intact.

B. Store and protect materials in accordance with manufacturer's recommendations.

C. Protect equipment against damage, corrosion, deformation, weather, and contamination.

D. Replace damaged components that cannot be restored to new condition.

1.08 WARRANTY

A. Provide manufacturer's written commercial playground equipment warranties applicable to each furnished product and component.

B. Warranty coverage for approved-equal products shall meet or exceed the warranty coverage provided for comparable Basis-of-Design equipment.

C. Warranty periods shall commence upon acceptance of the completed playground equipment installation unless otherwise required by the Contract Documents.

D. Submit complete warranty documentation prior to Project closeout.

PART 2 – PRODUCTS

2.01 MANUFACTURERS

A. Basis of Design: GameTime, or approved equal.

B. Provide playground structures, freestanding equipment, accessories, shade components, and related equipment generally corresponding to the GameTime equipment represented in the Contract Documents.

C. Other manufacturers shall be subject to the approved-equal requirements specified herein and elsewhere in the Contract Documents.

2.02 PLAYGROUND EQUIPMENT

A. Provide a complete commercial playground equipment system meeting the requirements of the Contract Documents.

B. Equipment shall accommodate the age groups represented by the Basis-of-Design playground.

C. Provide structures and components necessary to achieve the overall play experience represented by the Basis of Design, including, as applicable:

1. Elevated play structures.
2. Slides.
3. Climbers.

4. Bridges and connecting components.
5. Activity and sensory panels.
6. Ground-level activities.
7. Accessible and inclusive play components.
8. Swings.
9. Spinners.
10. Freestanding play events.
11. Balance and motion activities.
12. Upper-body and climbing activities.
13. Shade structures associated with the playground.
14. Transfer systems, ramps, steps, platforms, barriers, rails, and other required access components.

D. Furnish all structural posts, decks, platforms, rails, barriers, clamps, connectors, fasteners, hardware, anchors, foundations, caps, and accessories necessary for a complete installation.

2.03 MATERIALS

A. Materials shall be commercial-grade and suitable for permanent exterior playground use.

B. Structural Components:

1. Provide steel or other structural members of sufficient strength and configuration for the intended application.
2. Structural components shall be galvanized, coated, or otherwise protected against corrosion.
3. Structural members shall be designed for the loads imposed by the intended use of the equipment.

C. Steel Components:

1. Steel components shall have durable corrosion-resistant finishes suitable for exterior commercial playground environments.
2. Powder-coated surfaces shall be resistant to chipping, corrosion, fading, and normal weather exposure.

D. Decks, Platforms, and Steps:

1. Provide durable, slip-resistant walking and standing surfaces.
2. Components shall be designed to prevent hazardous accumulation of water.
3. Openings shall comply with applicable playground safety standards.

E. Molded Components:

1. Plastic components shall be commercial-grade, UV-stabilized material suitable for exterior playground applications.
2. Components shall resist cracking, fading, deterioration, and normal vandalism.

F. Hardware:

1. Provide corrosion-resistant hardware suitable for exterior use.
2. Exposed fasteners shall be tamper-resistant where appropriate.
3. Provide protective caps, covers, or other means of eliminating exposed sharp edges and projections.

G. Ropes, Nets, and Cables:

1. Provide commercial playground-grade materials designed for repetitive exterior use.

2. Provide corrosion-resistant internal reinforcement and connections where applicable.

H. Colors and finishes shall be selected by the Owner from manufacturer's standard available selections.

2.04 ACCESSIBILITY

A. Provide playground equipment and layout complying with applicable ADA accessibility requirements.

B. Provide required accessible routes, transfer systems, ground-level accessible components, and elevated accessible components.

C. Coordinate equipment accessibility with the finished playground surfacing and accessible routes serving the playground.

D. The completed playground shall maintain the inclusive and accessible design intent represented by the Basis-of-Design system. The City's grant application specifically identifies ADA-accessible play features and inclusive play opportunities as part of the Project.

2.05 FOUNDATIONS AND ANCHORAGE

A. Provide foundations and anchorage in accordance with manufacturer's requirements and approved Shop Drawings.

B. Furnish concrete, reinforcing, anchors, hardware, and other materials required for proper installation unless specifically indicated otherwise.

C. Coordinate foundation elevations with finished playground surfacing.

D. Foundations shall not create protrusions or hazards within equipment use zones.

2.06 PLAYGROUND SURFACING COORDINATION

A. Coordinate playground equipment installation with the specified playground surfacing system.

B. Maintain manufacturer's required fall heights, use zones, clearances, and finished surfacing elevations.

C. Equipment requiring impact-attenuating surfacing shall be coordinated with surfacing complying with applicable ASTM requirements.

2.07 LABELS AND SIGNAGE

A. Provide manufacturer's required safety, warning, age-range, identification, and informational labels.

B. Labels shall be permanently attached and suitable for exterior exposure.

PART 3 – EXECUTION

3.01 EXAMINATION

A. Examine site conditions, grades, foundations, surfacing areas, and adjacent improvements before installation.

B. Verify dimensions, elevations, equipment locations, use zones, and clearances.

C. Do not begin installation until unacceptable conditions have been corrected.

3.02 INSTALLATION

A. Install playground equipment in accordance with approved Shop Drawings and manufacturer's written instructions.

B. Install equipment plumb, level, properly aligned, securely anchored, and complete.

C. Maintain required use zones, safety clearances, fall heights, and accessible routes.

D. Install all hardware, caps, covers, guards, anchors, accessories, and related components necessary for a complete installation.

E. Field modification of manufactured playground equipment shall not be permitted without written approval from the manufacturer and Engineer.

3.03 FIELD QUALITY CONTROL

A. Upon completion, inspect the entire playground equipment system for proper installation, alignment, anchorage, clearances, hardware, use zones, and compliance with approved Shop Drawings.

B. Correct damaged, loose, improperly installed, or noncompliant Work prior to acceptance.

C. Provide manufacturer's inspection or other required playground safety inspection when required by the Contract Documents.

3.04 PROTECTION

A. Protect completed equipment from damage throughout construction.

B. Prevent public use until playground equipment, required safety surfacing, and associated Work are complete and accepted by the Owner.

C. Repair or replace damaged equipment prior to Final Completion.

3.05 CLOSEOUT

A. Submit manufacturer's inspection, operation, and maintenance information.

B. Submit warranties and applicable certifications.

C. Submit final approved equipment layout and equipment schedule for Owner's records.

D. Provide Owner personnel with manufacturer's recommended information regarding routine inspection and maintenance.

END OF SECTION

SECTION 116820
OUTDOOR FITNESS EQUIPMENT

PART 1 – GENERAL

1.01 DESCRIPTION

A. This Section includes furnishing, delivery, assembly, installation, and completion of commercial outdoor fitness equipment, fitness structures, exercise stations, challenge-course components, accessories, foundations, anchorage systems, hardware, and related Work.

B. Contractor shall furnish all labor, materials, equipment, tools, supervision, transportation, assembly, foundations, anchorage, hardware, accessories, and incidentals required for a complete and operational outdoor fitness area.

C. Fitness equipment shall generally conform to the type, quantity, functionality, exercise opportunities, accessibility, arrangement, and overall design intent represented by the Basis-of-Design equipment included in the Contract Documents.

1.02 RELATED SECTIONS

A. Section 012910 – Submittals.

B. Applicable sections pertaining to earthwork, concrete, surfacing, turf, sidewalks, fencing, site improvements, and restoration.

1.03 REFERENCE STANDARDS

A. Outdoor fitness equipment shall comply with applicable requirements of:

1. ASTM F3101 – Standard Specification for Unsupervised Public Use Outdoor Fitness Equipment.
2. Applicable ADA accessibility requirements.
3. Applicable manufacturer's safety and installation requirements.

B. Where requirements conflict, comply with the more stringent requirement unless otherwise approved by the Engineer.

1.04 SUBMITTALS

A. Submit in accordance with Section 012910 – Submittals.

B. Prior to ordering, fabrication, or installation, submit a complete outdoor fitness equipment package.

C. Product Data: Submit manufacturer's product information for each fitness structure, station, component, accessory, and associated product.

D. Shop Drawings: Provide a scaled fitness-area layout showing:

1. Location and orientation of each fitness station.
2. Manufacturer and model number.
3. Overall dimensions.
4. Required training or use zones.
5. Safety clearances.
6. Accessible routes and accessible equipment.
7. Foundations and anchorage.
8. Finished elevations.
9. Relationship to surfacing, sidewalks, fencing, shade structures, and adjacent improvements.

E. Submit manufacturer's installation instructions, maintenance information, certifications, and warranties.

F. Submit manufacturer's available colors and finishes for Owner selection.

1.05 BASIS OF DESIGN AND APPROVED EQUALS

A. Basis of Design: Outdoor fitness equipment manufactured by GameTime, including the GameTime fitness equipment, structures, stations, and related components represented in the Contract Documents.

B. GameTime is specified as the Basis of Design to establish minimum requirements for quality, materials, durability, functionality, exercise value, accessibility, appearance, and overall design intent.

C. Products manufactured by others may be provided as an approved equal, subject to approval by the Engineer and Owner and the requirements of the Contract Documents.

D. Approved-equal equipment shall meet or exceed the Basis-of-Design equipment with respect to:

1. Number and variety of exercise stations.
2. Intended users.
3. Exercise functions and muscle groups addressed.
4. Cardiovascular, strength, mobility, balance, and functional-training opportunities represented by the Basis of Design.
5. Accessibility.
6. User capacity.
7. Materials and structural construction.
8. Durability and corrosion resistance.
9. Safety and required use zones.
10. Warranty coverage.
11. Overall appearance and design intent.

E. A proposed equal shall not materially reduce the number, variety, accessibility, capacity, exercise value, or functionality represented by the Basis-of-Design equipment.

F. Requests for approved equals shall comply with the Instructions to Bidders and Section 012910 – Submittals.

G. Contractor shall provide sufficient information to establish equivalency, including equipment schedules, model numbers, product data, layouts, dimensions, user capacities, exercise functions, materials, safety requirements, accessibility information, warranties, and renderings.

1.06 QUALITY ASSURANCE

A. Manufacturer shall be regularly engaged in manufacturing commercial outdoor fitness equipment intended for unsupervised public use.

B. Equipment shall comply with ASTM F3101 where applicable.

C. Equipment and layout shall comply with applicable accessibility requirements.

D. Installer shall have experience installing commercial outdoor fitness equipment and shall be trained, certified, or otherwise approved by the manufacturer where required.

E. Install equipment in accordance with manufacturer's requirements and approved Shop Drawings.

1.07 DELIVERY, STORAGE, AND HANDLING

A. Deliver equipment in manufacturer's original packaging.

B. Protect equipment from damage, corrosion, deformation, and weather during storage and installation.

C. Replace damaged components that cannot be restored to new condition.

1.08 WARRANTY

A. Provide manufacturer's written commercial warranties applicable to each fitness product and component.

B. Approved-equal equipment shall provide warranty coverage meeting or exceeding that of comparable Basis-of-Design equipment.

C. Submit warranties prior to Project closeout.

PART 2 – PRODUCTS

2.01 MANUFACTURERS

A. Basis of Design: GameTime, or approved equal.

B. Provide outdoor fitness equipment generally corresponding to the GameTime equipment, layouts, and renderings included in the Contract Documents.

C. Other manufacturers shall comply with the approved-equal requirements specified herein.

2.02 OUTDOOR FITNESS EQUIPMENT

A. Provide complete commercial outdoor fitness equipment designed for permanent exterior, unsupervised public use.

B. Provide the number, type, and general functionality of fitness stations represented by the Basis-of-Design equipment.

C. Equipment shall provide a variety of exercise opportunities generally corresponding to the Basis of Design, including, where represented:

1. Strength training.
2. Cardiovascular exercise.
3. Functional fitness.
4. Flexibility and mobility.
5. Balance and coordination.
6. Upper-body exercise.
7. Lower-body exercise.
8. Core exercise.
9. Body-weight resistance activities.
10. Challenge-course or obstacle-style activities.

D. Provide all structural members, frames, posts, platforms, handles, grips, seats, foot supports, moving components, hardware, anchors, foundations, instructional signage, and accessories required for complete operation.

2.03 MATERIALS

A. Materials shall be commercial grade and suitable for permanent exterior fitness installations.

B. Structural Components:

1. Provide steel or other structural members designed for the loads associated with intended use.
2. Structural components shall be galvanized, coated, or otherwise protected against corrosion.

C. Metal Components:

1. Provide durable exterior finishes suitable for high-use public recreational facilities.
2. Powder-coated surfaces shall resist corrosion, chipping, fading, and normal weather exposure.

D. Hardware:

1. Provide corrosion-resistant hardware.
2. Exposed fasteners shall be tamper-resistant where appropriate.
3. Provide caps, covers, and guards as required to eliminate hazardous projections or pinch points.

E. Handles, Grips, Seats, Platforms, and Contact Surfaces:

1. Provide durable materials designed for repeated public use.
2. Surfaces shall be suitable for exterior exposure and resistant to deterioration from sunlight and weather.
3. Walking and standing surfaces shall be slip resistant.

F. Moving components shall incorporate bearings, bushings, stops, guards, or other components required by the manufacturer for safe and durable operation.

G. Colors and finishes shall be selected by the Owner from manufacturer's standard available selections.

2.04 ACCESSIBILITY

A. Provide an accessible route to and through the outdoor fitness area as required by applicable accessibility requirements.

B. Provide accessible fitness opportunities generally consistent with the Basis-of-Design equipment.

C. Coordinate equipment locations and use zones with finished surfacing and accessible routes.

2.05 FOUNDATIONS AND ANCHORAGE

A. Provide equipment foundations and anchorage in accordance with manufacturer's requirements and approved Shop Drawings.

B. Provide concrete, reinforcing, anchors, hardware, and incidentals required for complete installation unless specifically indicated otherwise.

C. Coordinate foundation elevations with finished surfacing.

D. Foundations and anchors shall not create hazards within required training or use zones.

2.06 EQUIPMENT SIGNAGE

A. Provide manufacturer's required instructional, warning, safety, and equipment-identification signage.

B. Instructions shall clearly identify the intended use of each fitness station where applicable.

C. Signs and labels shall be suitable for permanent exterior exposure.

PART 3 – EXECUTION

3.01 EXAMINATION

A. Examine site conditions, grades, surfacing, and adjacent improvements before installation.

B. Verify equipment locations, dimensions, elevations, clearances, and required use zones.

C. Do not proceed until unacceptable conditions have been corrected.

3.02 INSTALLATION

A. Install outdoor fitness equipment in accordance with manufacturer's written instructions and approved Shop Drawings.

B. Install equipment plumb, level, properly aligned, securely anchored, and complete.

C. Maintain manufacturer's required clearances and use zones.

D. Install all hardware, anchors, caps, covers, guards, signs, and accessories required for a complete installation.

E. Field modification of manufactured fitness equipment shall not be permitted without written approval of the manufacturer and Engineer.

3.03 FIELD QUALITY CONTROL

A. Inspect the completed fitness equipment installation for proper assembly, operation, anchorage, alignment, clearances, hardware, and compliance with approved Shop Drawings.

B. Operate and test equipment with moving components to verify proper operation.

C. Correct loose, damaged, improperly operating, or noncompliant components prior to acceptance.

3.04 PROTECTION

A. Protect installed equipment from damage during construction.

B. Prevent public use until equipment, surfacing, and associated improvements have been completed and accepted by the Owner.

C. Repair or replace damaged equipment prior to Final Completion.

3.05 CLOSEOUT

A. Submit manufacturer's operation, inspection, and maintenance information.

B. Submit applicable warranties and certifications.

C. Submit final approved fitness equipment layout and equipment schedule for Owner's records.

D. Provide Owner personnel with manufacturer's recommended routine inspection and maintenance information.

END OF SECTION

SECTION 312000
EARTHWORK

PART 1 – GENERAL

1.01 DESCRIPTION

A. This work shall consist of general grading, excavating, filling, spreading, compacting, subgrade preparation, and other earthwork required for construction of the improvements included in the Contract Documents.

B. Earthwork shall include excavation and grading associated with playground areas, splash pad improvements, outdoor fitness areas, sidewalks and concrete improvements, artificial turf areas, walking trails, equipment foundations, fencing, drainage improvements, and other associated site work.

C. The CONTRACTOR shall provide all earthwork necessary to establish suitable subgrades and finished grades for the Work and to provide positive drainage without ponding.

D. This work shall also include removal and lawful disposal of unsuitable or excess materials resulting from the Work.

E. Earthwork requirements specified herein are intended to establish minimum requirements for the Project. Where requirements of an individual Specification Section, approved product submittal, or manufacturer's written installation requirements differ from or are more stringent than the requirements of this Section, the more stringent requirement shall govern. The CONTRACTOR shall notify the ENGINEER of any conflicting requirements prior to proceeding with the affected Work.

1.02 EXAMINATION OF SITE

A. The CONTRACTOR shall fully familiarize himself with the Project site, surrounding areas, existing conditions, and conditions of access under which the Work is to be completed.

B. The CONTRACTOR shall visit the site and inform himself fully as to the excavation, filling, grading, and other earthwork reasonably required to complete the Work.

C. Existing grades and conditions shall be verified by the CONTRACTOR prior to beginning earthwork. Any conflicts or conditions that may affect the Work shall be brought to the attention of the ENGINEER prior to proceeding.

1.03 CLASSIFICATION OF EXCAVATION

A. All authorized excavation shall be classified as Common Excavation regardless of the nature or manner of removal, except where separate classifications or pay items are specifically provided in the Contract Documents.

B. Earth Fill shall consist of approved material required for construction of fills, subgrades, and other portions of the Work. Unless otherwise provided in the Contract Documents, the CONTRACTOR shall furnish required imported fill, make arrangements for obtaining such material, and pay all costs associated therewith.

PART 2 – PRODUCTS

2.01 EQUIPMENT

A. The CONTRACTOR may use earthmoving, compaction, and watering equipment appropriate for the Work, provided the equipment is in satisfactory condition and capable of producing the grades, compaction, and finished conditions required by the Contract Documents.

B. The CONTRACTOR shall furnish, operate, and maintain equipment necessary to control uniform density, lift thickness, grades, and finished surfaces.

2.02 MATERIALS

A. Material for fills may consist of suitable material obtained from on-site excavation or approved off-site sources. Fill material shall be free from organic matter, debris, rubbish, frozen material, and other deleterious substances and shall not contain oversized rocks or lumps that would interfere with proper placement and compaction.

B. Suitable on-site material shall be utilized to the extent practical before imported fill material is incorporated into the Work.

C. Imported earth fill shall consist of select, nonorganic, debris-free soil suitable for the intended application and approved by the ENGINEER.

D. Fill and backfill immediately beneath playground equipment, splash pad improvements, sidewalks, concrete slabs, artificial turf, fitness equipment, and other constructed improvements shall be suitable for establishing a firm and stable subgrade capable of supporting the proposed improvements without excessive settlement.

E. Where a manufacturer requires specific subgrade, aggregate, bedding, drainage, or fill materials as part of an approved system, such materials shall comply with the manufacturer's written requirements and approved submittals.

PART 3 – EXECUTION

3.01 GENERAL REQUIREMENTS

A. Suitable material excavated during construction shall be utilized in fills and subgrades where practical and approved by the ENGINEER.

B. Sequence of Operations:

Clearing, grubbing, stripping, demolition, or other preparatory work necessary within an area shall be sufficiently completed before earthwork proceeds.

C. Foundation and Subgrade Preparation:

Remove vegetation, topsoil, organic material, debris, loose material, and other unsuitable material from areas receiving fill or constructed improvements.

Holes or depressions resulting from removal operations shall be filled with suitable material and compacted to a density at least equal to the surrounding material.

Prior to placement of fill, exposed subgrade shall be evaluated for stability. Proof-rolling shall be performed where directed by the ENGINEER.

Soft, yielding, wet, unstable, or otherwise unsuitable material encountered beneath proposed improvements shall be brought to the attention of the ENGINEER before additional excavation or replacement material is placed.

D. Excavation:

Excavation shall be performed as necessary to construct the improvements indicated by the Contract Documents and approved submittals.

Suitable excavated material may be utilized in fills. Material determined unsuitable for use shall be removed from the Project and legally disposed of by the CONTRACTOR.

During excavation, grades shall be maintained to provide drainage and prevent unnecessary accumulation of surface water.

Undercutting: Where soft, wet, unstable, organic, or otherwise unsuitable material is encountered, the CONTRACTOR shall notify the ENGINEER. Undercutting shall be performed to the depth and extent approved by the ENGINEER and shall be backfilled with suitable material placed and compacted as specified herein.

Unauthorized over-excavation shall be corrected with approved material at no additional cost to the OWNER.

E. Formation of Fill:

Fill shall be constructed to the grades and configurations necessary to accommodate the improvements shown or described in the Contract Documents.

Earth fill shall be placed in successive, uniform horizontal layers not exceeding 9 inches in loose thickness unless otherwise approved or required by the applicable manufacturer's written installation requirements.

Each layer of fill shall be compacted before placement of the succeeding layer.

Unless otherwise specified in an individual Specification Section or required by the applicable manufacturer, earth fill shall be compacted to a minimum of 95 percent of maximum dry density as determined by ASTM D698 (Standard Proctor) at a moisture content suitable to achieve the specified compaction.

Fill shall be maintained at a moisture content suitable to achieve the specified compaction. Watering, drying, discing, or other conditioning necessary to obtain proper compaction shall be considered incidental to the Work.

The upper surface of fills shall be shaped and maintained to provide positive drainage. Rutting and ponding shall not be permitted.

F. Subgrades:

Subgrades shall be graded and compacted to provide a firm, stable, and uniform surface suitable for construction of the proposed improvement.

Unless otherwise specified in an individual Specification Section, approved product submittal, or manufacturer's written installation requirements, the upper 6 inches of subgrade beneath constructed improvements shall be compacted to a minimum of 95 percent of maximum dry density as determined by ASTM D698 (Standard Proctor).

Where a greater degree of compaction is required by another Specification Section or by the manufacturer of an approved playground, fitness, artificial turf, surfacing, splash pad, concrete, or other system, the more stringent requirement shall govern.

Aggregate base materials shall be compacted as specified in the applicable Specification Section. Where crushed limestone aggregate base is specified, it shall be compacted to 100 percent of maximum dry density as determined by ASTM D698 (Standard Proctor), unless otherwise specified or required by an approved system or manufacturer.

Subgrades shall be maintained in a condition that provides positive drainage and prevents rutting, pumping, or excessive disturbance.

Soft, yielding, unstable, or otherwise unsuitable subgrade shall not be covered by subsequent construction until corrected and accepted by the ENGINEER.

Final subgrade elevations shall accommodate the required thicknesses of concrete, artificial turf systems, playground surfacing, aggregate, topsoil, or other materials necessary to achieve the intended finished elevations.

The CONTRACTOR shall coordinate subgrade elevations and preparation with approved equipment layouts, foundations, anchoring systems, safety surfacing, artificial turf systems, splash pad components, and other manufacturer-designed improvements prior to final grading.

G. Fine Grading, Shaping, and Finishing:

Fine grading shall include grading, shaping, filling, and finishing areas disturbed by or associated with the Work.

Finished grades shall provide smooth transitions to existing grades and adjacent improvements.

Finished surfaces shall drain positively and shall not contain unintended depressions or low areas that retain water.

The CONTRACTOR shall coordinate final grades with sidewalks, splash pad improvements, playground and fitness areas, artificial turf, walking trails, drainage improvements, and other adjacent construction.

Final grades associated with manufacturer-designed systems shall accommodate the approved system thicknesses, drainage requirements, accessibility requirements, foundations, safety surfacing, and other installation requirements.

3.02 SEASONAL AND WEATHER LIMITS

A. Fill material shall not be placed, spread, or compacted while the ground or fill is frozen, excessively wet, or during other unfavorable conditions that prevent proper compaction.

B. When Work is interrupted by heavy rain, fill operations shall not resume until the moisture content and condition of the fill are suitable to achieve the specified compaction.

3.03 TESTING

A. Testing shall be performed in accordance with Section 014510 – Testing Laboratory Services.

B. The CONTRACTOR shall cooperate with the testing laboratory and provide access to areas requiring testing.

C. Standard Proctor testing shall be performed as necessary to establish the maximum dry density and optimum moisture content of materials requiring density testing.

D. Field density testing shall be performed at locations and frequencies determined by the ENGINEER based upon the type, extent, and location of the Work.

E. Fill or subgrade failing to meet the specified requirements shall be scarified, moisture-conditioned as necessary, recompacted, and retested until acceptable.

F. Costs for initial testing required by the Contract Documents shall be paid as specified in Section 014510. Costs for additional testing or retesting required because of defective or nonconforming Work shall be the responsibility of the CONTRACTOR.

G. Testing and acceptance under this Section shall not relieve the CONTRACTOR of complying with additional or more stringent preparation, compaction, or installation requirements specified by the manufacturer of an approved system or elsewhere in the Contract Documents.

END OF SECTION

SECTION 312313
SUBGRADE PREPARATION

PART 1 - GENERAL

1.01 SCOPE OF WORK

A. Subgrade preparation shall consist of preparation of existing, natural, filled, or excavated areas prior to placement of aggregate base, concrete, pavement, playground surfacing, outdoor fitness surfacing, turf, splash pad improvements, sidewalks, fencing foundations, or other improvements included in the Work.

B. Subgrade preparation shall include minor excavation and filling, scarifying, spreading, watering, drying, grading, compacting, and maintaining the subgrade as necessary to provide a firm, stable, properly graded surface suitable for construction of the improvements.

C. Major or mass grading of the overall park site is not included in this Section unless specifically indicated elsewhere in the Contract Documents. The Contractor shall, however, perform the minor grading, fine grading, adjustment of grades, and subgrade preparation necessary for proper installation, drainage, and completion of the Work included in this Contract.

PART 2 – MATERIALS

Part 2 is omitted from this Section.

PART 3 – CONSTRUCTION REQUIREMENTS

3.01 GRADING

A. Subgrade upon which sidewalks, splash pad improvements, playground improvements, outdoor fitness improvements, turf or surfacing systems, aggregate base, concrete, or other improvements are to be placed shall be brought into close conformity with the required lines, grades, elevations, and cross-sections.

B. Where aggregate base or other material is to be placed over prepared subgrade, the subgrade shall not vary more than one-half inch (1/2") from the required grade and cross-section. Variations within the specified tolerance shall be corrected so that the required average grade and cross-section are maintained.

C. The Contractor shall verify existing grades and conditions prior to beginning Work in each area and shall notify the Engineer of conditions that materially conflict with the requirements of the Contract Documents or prevent proper installation of the Work.

D. Perform minor grading and adjustment of existing grades as necessary to provide proper transitions to adjacent improvements and positive drainage without ponding or standing water.

E. The Contractor shall coordinate final grades with playground equipment, outdoor fitness equipment, splash pad improvements, sidewalks, fencing, turf and surfacing systems, drainage facilities, and other improvements included in the Work.

3.02 COMPACTION

A. Subgrade shall be compacted to the density required by the applicable individual Specification Section. Where no specific compaction requirement is stated elsewhere in the Contract Documents, the upper six inches (6") of subgrade shall be compacted to not less than ninety-five percent (95%) of the maximum dry density as determined by ASTM D698 (Standard Proctor).

B. Where an individual Specification Section establishes a different or more stringent subgrade preparation or compaction requirement, the requirements of that Section shall govern for that Work.

C. Materials that will not satisfactorily compact or that are unsuitable for support of the proposed improvements shall be removed to the extent necessary and replaced with suitable material. Replacement material shall be placed, graded, and compacted to the required density.

D. Where the subgrade is non-uniform, disturbed, yielding, or otherwise unsuitable for placement of subsequent materials, it shall be scarified to an appropriate depth, moisture conditioned as necessary, and recompacted to the required density.

E. Roots, stumps, organic material, debris, and other unsuitable or perishable matter encountered within the limits of required subgrade preparation shall be removed to the extent necessary to provide a stable subgrade.

F. After the subgrade has been prepared, it shall be maintained in a condition that promotes drainage and prevents damage. Subgrade damaged by construction traffic, hauling, weather, or other operations shall be scarified, regraded, and recompacted as necessary prior to placement of subsequent materials.

G. Subsequent aggregate base, concrete, surfacing, turf, or other improvements shall not be placed until the subgrade is in satisfactory condition and has been accepted by the Engineer where inspection or approval is required.

END OF SECTION

SECTION 312333
PIPELINE EXCAVATION AND BACKFILL

PART 1 – GENERAL

1.1 SCOPE

A. This Section covers excavation, trenching, bedding, backfilling, compaction, and restoration required for underground utilities, piping, conduits, drainage lines, and appurtenances included in the Work.

B. Work includes underground utilities associated with the playground, outdoor fitness area, splash pad, and related site improvements, where applicable.

C. Major or mass grading of the overall park site is not included in this Section. Excavation and backfill required for utilities and appurtenances included in this Contract shall be the responsibility of the Contractor.

1.2 RELATED WORK SPECIFIED ELSEWHERE

A. Section 312313 – Subgrade Preparation.

B. Individual Specification Sections governing the piping, utilities, splash pad systems, electrical work, drainage improvements, and other underground Work.

1.3 APPLICABLE PUBLICATIONS

Where reference is made to other publications, they are referred to by basic designation only and form a part of this Specification to the extent indicated by reference thereto. Referenced publications shall be the latest issue, including amendments, as of the date of the Contract Documents unless otherwise specified.

1.4 SUBMITTALS

A. Materials Source: Submit the name of suppliers for imported soil, bedding, aggregate, and backfill materials when requested by the Engineer. Provide materials from consistent sources throughout the Work unless a change is approved.

PART 2 – PRODUCTS

2.1 SOIL AND BACKFILL MATERIALS

A. Type S1 – Select Fill: Material shall consist of select, nonorganic and debris-free soil suitable for placement and compaction. Material shall be free from roots, vegetation, trash, construction debris, frozen material, and other objectionable matter.

B. Type S2 – Coarse Aggregate: Washed stone, free of shale, clay, friable material, sand, debris, and organic matter; ASTM C33, Size No. 467, unless otherwise specified.

C. Type S3 – Pea Gravel: Natural stone; washed, free of clay, shale, organic matter, and debris; graded to a minimum size of 1/4 inch and a maximum size of 5/8 inch.

D. Type S4 – Sand: Natural river or bank sand; washed and free of excessive silt, clay, loam, friable or soluble materials, debris, and organic matter; conforming to ASTM C33 where applicable.

E. Type S5 – Crushed Stone: Crushed limestone, No. 610 gradation.

F. Bedding and backfill material specifically required by an individual piping, equipment, or manufacturer's installation specification shall comply with that requirement.

2.2 SOURCE QUALITY CONTROL

A. Testing and analysis of soil and aggregate materials, when required, shall be performed in accordance with applicable ASTM standards, including ASTM D4318, ASTM C136, and ASTM D698.

B. If tests indicate that materials do not meet specified requirements, replacement of the material and required retesting shall be at the Contractor's expense.

C. Maximum dry density of soil materials, when required for compaction testing, shall be determined in accordance with ASTM D698.

2.3 STOCKPILING OF MATERIALS

A. Stockpile materials onsite only in quantities and locations that do not interfere with other construction activities or damage completed Work.

B. Separate differing materials to prevent mixing or contamination.

C. Direct surface water away from stockpiles to prevent erosion or deterioration of materials.

D. At completion of the Work, remove excess stockpiles and leave affected areas in a clean, neat, and properly graded condition without standing surface water.

PART 3 – EXECUTION

3.1 EXCAVATION

A. Perform excavation to the lines, grades, and depths necessary for proper installation of utilities, piping, conduits, drainage lines, and appurtenances included in the Work.

B. Prior to excavation, investigate and verify the location of existing underground utilities and structures to the extent necessary to perform the Work safely. Coordinate with Section 011115 – Utilities Coordination.

C. Exercise care during excavation to avoid damage to existing utilities, structures, sidewalks, pavement, landscaping, and other improvements.

D. When existing utilities, structures, or other obstructions are encountered that conflict with the proposed Work, notify the Engineer before proceeding with the affected installation.

E. Where adjustment of the proposed alignment or grade is necessary to avoid an existing utility or obstruction, obtain approval of the Engineer prior to making the adjustment.

F. Grade areas adjacent to excavations as necessary to prevent surface water from entering trenches. Remove water accumulating in excavations by pumping or other suitable methods.

G. Provide sheeting, shoring, shielding, sloping, or other protective systems as necessary and as required by applicable safety regulations for protection of personnel, adjacent structures, and property.

H. Excavated material that is unsuitable for reuse or excess to the requirements of the Work shall be removed and legally disposed of offsite unless otherwise directed by the Owner.

3.2 TRENCHING

A. Excavate trenches to the required alignment, depth, and width necessary for proper installation of the utility or piping system.

B. Trench widths shall be sufficient to permit proper installation, jointing, bedding, and compaction of backfill while avoiding unnecessary excavation.

C. Prepare trench bottoms to provide uniform and continuous support for piping and conduits. Provide bell holes where necessary so pipe barrels bear uniformly on the prepared bedding.

D. Where over-excavation occurs, restore the trench bottom to the required elevation using approved bedding or backfill material placed and compacted to provide uniform support.

E. Do not install piping, conduit, or other underground Work in standing water, mud, unstable material, or frozen ground.

F. Provide and maintain dewatering equipment as necessary to keep excavations suitable for installation of the Work. Discharge water in a manner that does not cause erosion, flooding, sediment discharge, or damage to adjacent improvements.

G. Excavated material shall be placed in a manner that does not obstruct sidewalks, access routes, drainage facilities, or other construction activities.

H. Where rock, concrete, masonry, debris, or other hard material is encountered within the required pipe bedding zone, remove such material sufficiently to prevent point loading or damage to the pipe. Replace with approved bedding material and compact as required.

I. Where unsuitable, unstable, organic, or excessively soft material is encountered at the trench bottom, remove the unsuitable material to the extent necessary to provide stable support and replace with approved bedding or backfill material.

J. Protect trees, shrubs, fences, sidewalks, playground improvements, outdoor fitness improvements, splash pad improvements, utilities, and other existing or completed improvements during trenching operations.

K. Provide temporary support and protection for existing underground and surface structures encountered during the Work.

L. Restore areas disturbed by trenching to a condition equal to or better than that existing immediately prior to the Contractor's operations, unless other restoration requirements are specified.

M. Provide barricades, warning devices, and other protection necessary for excavations located in or adjacent to areas accessible to workers or the public.

3.3 BEDDING

A. Provide bedding as required by the applicable piping, conduit, equipment, or manufacturer's installation requirements.

B. Bedding material shall be suitable for the type and size of pipe or conduit being installed and shall provide uniform and continuous support.

C. Shape and compact bedding to support the pipe barrel throughout its length. Excavate bell holes or joint recesses only to the extent necessary to properly make joints.

D. Where the approved manufacturer's written installation requirements or an individual Specification Section requires a specific bedding, embedment, or backfill material or installation method, those requirements shall govern over the general requirements of this Section.

3.4 BACKFILLING

A. General:

1. Do not backfill underground piping, conduits, utilities, or other Work until required inspections have been completed.
2. Backfill trenches with suitable material free from debris, organic matter, large stones, and other materials that could damage the installed Work or prevent proper compaction.
3. Trenches improperly backfilled or compacted shall be reopened and corrected as necessary at no additional cost to the Owner.
4. Backfilling covered by this Section includes material extending from the top of bedding or pipe zone material to existing or proposed finished grade or subgrade, as applicable.

B. Backfilling for Utility Lines:

1. Place initial backfill around and above piping or conduit using material and methods that will not damage or displace the installed Work.

2. Unless otherwise required by the applicable piping or manufacturer's specification, carefully place and compact backfill around the pipe and to a minimum of six inches (6") above the top of the pipe before using mechanical compaction equipment over the installation.
3. From six inches (6") above the pipe to finished grade or subgrade, place backfill in lifts of suitable thickness and compact by approved methods.
4. Unless a different requirement is specified by an individual Specification Section, compact trench backfill to a minimum of 95 percent of maximum dry density as determined by ASTM D698.
5. Where trenches are located beneath sidewalks, concrete, playground surfacing, outdoor fitness surfacing, splash pad improvements, or other structural or hardscape improvements, compact backfill sufficiently to provide a firm, non-yielding subgrade and comply with the requirements of the applicable overlying improvement.
6. Repair and restore existing or completed surfaces disturbed by construction activities to a condition equal to or better than that existing immediately prior to the Contractor's operations.
7. Where trenching occurs through areas prepared or constructed by others as part of the larger park improvements, the Contractor shall protect adjacent Work and restore areas disturbed by its operations. The Contractor shall be responsible for minor grading and adjustment necessary to properly integrate its utility Work with the surrounding improvements.

3.5 RECORDING OF UNDERGROUND WORK

A. Prior to concealment, record the actual location of underground piping, conduits, drainage lines, valves, fittings, and other concealed appurtenances as required by Section 017840 – Project Record Documents.

B. Record sufficient dimensions, elevations, or reference measurements to allow the Owner to reasonably locate concealed underground Work after completion.

END OF SECTION

SECTION 312513
SILT FENCE

PART 1 GENERAL

1.1 SCOPE OF WORK

A. In accordance with the requirements of this Section, the CONTRACTOR shall furnish, install, maintain, and remove temporary silt fence as necessary to control sediment and prevent sediment-laden runoff from leaving disturbed areas or adversely affecting adjacent property, drainage features, sidewalks, streets, or other improvements.

B. Silt fence shall be installed where indicated by the Contract Documents, where required by site conditions or applicable regulations, and where directed by the ENGINEER.

C. The CONTRACTOR shall be responsible for providing and maintaining adequate temporary erosion and sediment control measures throughout construction and until disturbed areas have been permanently stabilized.

PART 2 – MATERIALS

2.1 GEOTEXTILE FABRIC

A. Silt fence fabric shall be a water-permeable geotextile specifically manufactured and intended for use as temporary sediment-control fencing.

B. Fabric shall be of sufficient strength and durability for the intended application and shall comply with applicable manufacturer's recommendations and requirements.

C. Fabric for silt fence shall be manufactured in widths of not less than 3 feet. Sheets of fabric may be sewn or otherwise factory joined in accordance with the manufacturer's recommendations.

2.2 WOVEN WIRE BACKING

A. Where required by the fabric manufacturer or where necessary to provide adequate support, silt fence shall be reinforced with woven wire backing.

B. Woven wire backing shall be at least 32 inches high and have not less than six horizontal wires. Vertical wires shall be spaced not more than 12 inches apart. The top and bottom wires shall be 10 gage or larger. All other wire shall be not smaller than 12-1/2 gage.

C. Woven wire backing may be omitted where the silt fence fabric is specifically manufactured and approved for unsupported installation and is installed in accordance with the manufacturer's written requirements.

2.3 POSTS

A. Steel posts shall be used unless another post system is recommended by the silt fence manufacturer and approved by the ENGINEER.

B. Steel posts shall be of sufficient length, strength, and configuration to adequately support the silt fence throughout the duration of its intended use.

C. Posts shall have projections, notches, holes, or other suitable means for securely fastening the wire backing and/or fabric to the posts.

2.4 FASTENERS

A. Wire, ties, clips, or other fasteners shall be suitable for securely attaching the fabric and wire backing to the posts and shall be compatible with the silt fence system being installed.

2.5 MANUFACTURER'S CERTIFICATION

A. When requested by the ENGINEER, the CONTRACTOR shall furnish manufacturer's product data or certification demonstrating that the proposed silt fence materials are suitable for the intended application.

B. Fabric, posts, wire backing, and fasteners shall be subject to review by the ENGINEER prior to incorporation into the Work.

PART 3 – EXECUTION

3.1 INSTALLATION

A. Silt fence shall be installed at locations necessary to intercept sediment-laden runoff from disturbed areas before it leaves the Project site or enters adjacent property, drainage features, paved areas, or other areas requiring protection.

B. Installation shall be in accordance with the manufacturer's written recommendations and applicable regulatory requirements.

C. Silt fence shall generally be installed along the contour and shall not be installed in a manner that concentrates runoff or creates unintended drainage conditions.

D. Posts shall be securely driven or embedded into the ground at spacing adequate to support the fence. Post spacing shall comply with the manufacturer's recommendations for the fabric and support system furnished.

E. The bottom edge of the fabric shall be trenched or otherwise securely embedded into the ground in accordance with the manufacturer's recommendations to prevent runoff from passing beneath the fence.

F. Fabric shall be securely attached to the posts and woven wire backing, where used.

G. Where fabric is spliced, the connection shall be made at a support post or by another method recommended by the manufacturer that provides a continuous and effective sediment barrier.

H. Fabric having defects, rips, holes, deterioration, or damage that reduces its effectiveness shall not be incorporated into the Work.

I. The CONTRACTOR shall inspect the Work throughout construction and install additional silt fence or other temporary erosion-control measures where construction operations or changing site conditions make such measures necessary.

3.2 MAINTENANCE AND REMOVAL

A. The CONTRACTOR shall inspect and maintain silt fence throughout construction and after significant rainfall events. Damaged, displaced, undermined, or otherwise ineffective silt fence shall be repaired or replaced promptly.

B. Sediment accumulation shall be removed when it reaches a level that reduces the effectiveness or capacity of the silt fence or as otherwise required by applicable regulations.

C. Removed sediment shall be disposed of or redistributed in a manner that prevents the material from reentering stormwater runoff.

D. Temporary silt fence shall remain in place until the contributing disturbed areas have been permanently stabilized, unless otherwise approved by the ENGINEER.

E. Upon removal of temporary silt fence, the CONTRACTOR shall remove accumulated sediment and temporary materials, fill and compact trenches or post holes as necessary, restore disturbed grades, and stabilize bare areas in accordance with the Contract Documents.

F. Removal and disposal of temporary silt fence and restoration of affected areas shall be considered incidental to the Work unless otherwise specifically provided.

END OF SECTION

SECTION 312514
TEMPORARY EROSION CHECKS

PART 1 – GENERAL

1-01 1.01 DESCRIPTION

A. This work shall consist of furnishing, installing, maintaining, and removing temporary erosion checks as necessary to reduce runoff velocity, intercept sediment, and minimize erosion and sediment migration from disturbed areas during construction.

B. Temporary erosion checks may include straw wattles, fiber rolls, or other manufactured erosion-control devices suitable for the intended application and approved by the ENGINEER.

C. Temporary erosion checks shall be provided where indicated by the Contract Documents, where required by site conditions or applicable regulations, and where directed by the ENGINEER. Typical locations may include swales, drainage paths, around drainage inlets, along slopes, at the downstream limits of disturbed areas, and other locations where concentrated runoff or sediment migration may occur.

D. Temporary erosion checks shall be used in conjunction with silt fence and other erosion- and sediment-control measures as necessary to provide adequate protection throughout construction.

E. The CONTRACTOR shall be responsible for providing and maintaining adequate temporary erosion- and sediment-control measures throughout construction and until disturbed areas have been permanently stabilized.

PART 2 – PRODUCTS

2.01 TEMPORARY EROSION CHECKS

A. Straw wattles or fiber rolls shall consist of clean, weed-free straw, wood fiber, coconut fiber, or other approved biodegradable material contained within a durable netting suitable for erosion- and sediment-control applications.

B. Wattles or fiber rolls shall be commercially manufactured products of sufficient diameter, density, strength, and durability for the intended application.

C. Stakes shall be wood or other material recommended by the manufacturer and shall be of sufficient length and strength to securely anchor the erosion check.

D. Materials shall be free from objectionable weeds, mold, rot, or other deterioration that would reduce their effectiveness.

E. Other manufactured temporary erosion-control devices may be utilized when suitable for the intended application and approved by the ENGINEER.

F. Temporary erosion-control products shall be installed in accordance with the manufacturer's written recommendations. Where manufacturer's requirements are more stringent than the requirements of this Section, the manufacturer's requirements shall govern.

PART 3 – EXECUTION

3.01 INSTALLATION

A. Temporary erosion checks shall be installed at locations necessary to reduce runoff velocity, intercept sediment, and protect adjacent property, drainage features, paved areas, and other improvements from sediment-laden runoff.

B. The CONTRACTOR shall evaluate site conditions throughout construction and provide additional temporary erosion checks or other erosion-control measures where construction operations or changing site conditions make such measures necessary.

C. Wattles and fiber rolls shall be installed generally along the contour or perpendicular to the direction of runoff, as appropriate for the intended application.

D. The ground beneath wattles or fiber rolls shall be prepared as necessary to provide continuous contact between the erosion-control device and the ground surface and to prevent runoff from passing beneath the device.

E. Wattles and fiber rolls shall be securely anchored with stakes at spacing recommended by the manufacturer. Stakes shall be driven sufficiently into the ground to prevent displacement during anticipated runoff conditions.

F. Where individual sections are joined, ends shall be tightly abutted or overlapped in accordance with the manufacturer's recommendations to prevent runoff from passing through gaps.

G. Installation shall not create unintended ponding, redirect runoff onto adjacent property, or otherwise adversely affect existing drainage patterns.H. Temporary erosion checks installed around drainage inlets shall be arranged so as not to completely obstruct drainage or create a hazardous condition.

I. Damaged, displaced, deteriorated, or improperly installed erosion-control materials shall be repaired or replaced promptly.

3.02 MAINTENANCE AND REMOVAL

A. The CONTRACTOR shall inspect and maintain temporary erosion checks throughout construction and after significant rainfall events.

B. Sediment accumulation shall be removed when it reaches a level that reduces the effectiveness or capacity of the erosion check or as otherwise required by applicable regulations.

C. Removed sediment shall be disposed of or redistributed in a manner that prevents the material from reentering stormwater runoff.

D. Temporary erosion checks shall remain in place until the contributing disturbed areas have been permanently stabilized, unless otherwise approved by the ENGINEER.

E. When temporary erosion checks are no longer required, the CONTRACTOR shall remove the materials and accumulated sediment, restore disturbed grades, and stabilize bare areas in accordance with the Contract Documents.

F. Removal and disposal of temporary erosion checks and restoration of affected areas shall be considered incidental to the Work unless otherwise specifically provided.

END OF SECTION

SECTION 321123
CRUSHED LIMESTONE BASE

PART 1 - GENERAL

1.01 DESCRIPTION

A. This item shall consist of furnishing all materials, labor, equipment, and performing all Work necessary for construction of a crushed limestone base course on a prepared subgrade in accordance with the requirements of the Contract Documents.

B. Where required by the Contract Documents, approved Shop Drawings, equipment manufacturer's requirements, or directed by the Engineer, crushed limestone base shall be installed beneath or in connection with sidewalks, playground improvements, outdoor fitness improvements, splash pad improvements, surfacing systems, utility trench restoration, temporary construction access, and other site improvements included in the Work.

C. The compacted thickness of crushed limestone base shall be as required by the applicable Specification Section, approved Shop Drawings, manufacturer's installation requirements, or as directed by the Engineer.

D. Major roadway construction or overall park site development is not included under this Section unless specifically indicated in the Contract Documents.

1.02 APPLICABLE DOCUMENTS

A. The latest edition of the following publications shall form a part of this Specification and, where referred to by basic designation only, shall be applicable to the extent indicated.

B. American Association of State Highway and Transportation Officials (AASHTO):

1. AASHTO T 96 – Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine.

C. Mississippi Standard Specifications for Road and Bridge Construction, latest applicable edition, where referenced herein.

D. ASTM International, latest applicable edition:

1. ASTM D698 – Laboratory Compaction Characteristics of Soil Using Standard Effort.
2. ASTM D4318 – Liquid Limit, Plastic Limit, and Plasticity Index of Soils.
3. ASTM C136/C136M – Sieve Analysis of Fine and Coarse Aggregates.

PART 2 - MATERIALS

2.01 GENERAL

A. Crushed limestone shall meet the gradation of the following table.

CRUSHED STONE GRADATION LIMITS	
Sieve Size	Percent Passing
1-1/2 inch	100
1 inch	90-100
3/4 inch	70-100
1/2 inch	62-90
3/8 inch	50-80
No. 4	40-65
No. 40	12-26
No. 200	5-12

B. The portion of the crushed limestone passing the No. 40 sieve shall have a liquid limit not greater than 25 and a plasticity index not greater than 5.

C. Where an approved manufacturer of playground equipment, outdoor fitness equipment, splash pad equipment, surfacing, or other improvements requires a different aggregate base material or gradation as a condition of its installation or warranty requirements, such material may be submitted to the Engineer for review and approval. Approved manufacturer-required materials shall be installed in accordance with the manufacturer's written requirements.

2.02 SOURCE AND TESTING

A. The limestone base material shall be obtained from a source furnished by the Contractor and reviewed by the Engineer. The Contractor shall designate the proposed source and submit certified gradation test results to the Engineer for review prior to placement of the material.

B. Testing shall be completed as specified herein and as directed by the Engineer. Tests shall be completed by a qualified testing laboratory acceptable to the Engineer, and results shall be submitted to the Engineer. Testing shall be an absorbed cost item unless otherwise indicated in the Contract Documents.

PART 3 – CONSTRUCTION REQUIREMENTS

3.01 GENERAL REQUIREMENTS

A. Subgrade: Prior to placing base course material, the subgrade shall be properly prepared in accordance with Section 312313 – Subgrade Preparation. Any ruts, soft or yielding areas, unsuitable material, or areas damaged by poor drainage, construction traffic, or other causes shall be corrected, compacted, and brought to the required line and grade before placement of the base course.

B. Placing and Spreading: Base course material may be spread in one or more lifts of suitable thickness to achieve the required compaction. Base material shall be deposited and spread in uniform layers without appreciable segregation. Addition of water or drying shall be performed as necessary to produce material capable of being compacted to the required density.

C. Compacting: Base course shall be compacted using equipment appropriate for the location, thickness, and type of Work. Compaction equipment shall not damage adjacent or previously completed improvements.

1. Each layer of base material shall be compacted to a density of 100 percent of maximum dry density as determined by ASTM D698 (Standard Proctor) at a moisture content suitable to achieve the required compaction.

2. Irregularities, depressions, yielding areas, or other deficiencies that develop during compaction shall be corrected by loosening, adding or removing material, moisture conditioning as necessary, and recompacting.

3. In confined areas where conventional rollers cannot reasonably be used, mechanical tampers, vibratory compactors, or other suitable equipment may be used to achieve the required density.

D. Surface and Thickness Requirements: The surface of the completed base shall present a uniform appearance and smooth surface without sharp breaks, yielding areas, or depressions that will hold water.

1. Finished base elevations shall be within plus or minus one-half inch (1/2") of the required grade unless a more stringent tolerance is specified for the overlying improvement.

2. Thickness of the completed base course shall not vary more than one-half inch (1/2") from the required thickness.

3. Base beneath playground surfacing, outdoor fitness surfacing, splash pad improvements, sidewalks, or other manufactured systems shall also comply with applicable manufacturer requirements for grade, elevation, drainage, thickness, and surface tolerances.

3.02 MAINTENANCE

A. Maintain completed base by watering, grading, compacting, or other appropriate means as necessary to prevent loss of material and preserve required lines, grades, elevations, and cross-sections until placement of the overlying improvement or acceptance of the Work.

B. Repair areas damaged by construction traffic, weather, erosion, or other operations. Provide additional material as necessary to correct low areas and maintain required grades.

C. Where Work under this Contract is constructed adjacent to or over improvements previously completed as part of the larger park project, protect such improvements and perform minor adjustments necessary to properly integrate the Work included in this Contract.

3.03 SUBMITTAL DATA

A. Submit certified gradation test results and designate the source of supply.

B. Submit compaction testing results where testing is required by the Contract Documents or directed by the Engineer.

C. Where an alternate aggregate base material is proposed to satisfy an approved manufacturer's installation requirements, submit product information, gradation, proposed thickness, and manufacturer's written installation requirements for review prior to use.

END OF SECTION

SECTION 321313
SITE CONCRETE ACCESSORIES

PART 1 – GENERAL

1.01 DESCRIPTION

A. Scope:

1. Contractor shall provide all labor, materials, equipment, and incidentals required to furnish and install concrete accessories associated with site concrete Work.
2. Concrete accessories include, as applicable:

a. Construction joints.

b. Expansion and isolation joints.

c. Control joints.

d. Joint fillers and sealants.

e. Anchor bolts, anchors, embedded items, and related accessories.

f. Accessories required for installation of playground equipment, outdoor fitness equipment, fencing, splash pad components, and other improvements supported by or anchored to concrete.

B. Concrete accessories shall be compatible with the concrete Work and with the equipment, structures, or systems being installed.

C. Where an approved equipment manufacturer requires accessories, anchors, embedments, joint materials, or installation methods different from or more stringent than the general requirements of this Section, comply with the approved manufacturer's written requirements, subject to review by the Engineer.

D. Related Work Specified Elsewhere:

1. Section 321314 – Concrete Placement.
2. Section 321315 – Concrete Formwork.
3. Individual Specification Sections for playground equipment, outdoor fitness equipment, splash pad systems, fencing, and other improvements requiring concrete foundations or anchorage.

1.02 QUALITY ASSURANCE

A. Reference Standards: Comply with applicable provisions and recommendations of the following, except as otherwise specified:

1. ACI 301 – Specifications for Concrete Construction.
2. ASTM A36/A36M – Standard Specification for Carbon Structural Steel, where applicable.
3. ASTM D1752 – Standard Specification for Preformed Sponge Rubber, Cork, and Recycled PVC Expansion Joint Fillers for Concrete Paving and Structural Construction.
4. Applicable requirements of approved equipment manufacturers.

B. Manufactured items shall be installed in accordance with manufacturer's written instructions.

C. Where conflicts occur between this Section and approved equipment manufacturer's installation requirements, notify the Engineer prior to installation.

1.03 SUBMITTALS

A. Submit in accordance with Section 012910 – Submittals.

B. Submit manufacturer's product data and installation instructions for:

1. Expansion and isolation joint fillers.
2. Joint sealants.
3. Bonding agents, where required.
4. Anchor bolts, proprietary anchors, and embedded accessories.
5. Manufacturer-required concrete accessories associated with playground equipment, outdoor fitness equipment, fencing, splash pad systems, or other equipment.

C. Shop Drawings:

1. Where required, indicate proposed construction, expansion, isolation, and control joint locations.
2. Show anchor bolts, embedded items, templates, and other accessories requiring placement before concrete placement.
3. Where equipment manufacturers provide foundation or anchorage details, submit the manufacturer's approved installation drawings showing required anchors, embedment, concrete footing configuration, and associated accessories.

PART 2 – PRODUCTS

2.01 GENERAL

A. Provide concrete accessories suitable for their intended exterior application and compatible with adjacent materials.

B. Products specified by manufacturer or product name are intended to establish the required type and quality. Approved equal products may be provided in accordance with the Contract Documents.

C. Where the approved equipment manufacturer requires proprietary anchors, bolts, embedments, sleeves, or accessories for proper installation or warranty compliance, provide the manufacturer-required products.

2.02 EXPANSION AND ISOLATION JOINT FILLER

A. Provide preformed expansion joint filler complying with ASTM D1752 or other suitable material approved for the intended application.

B. Thickness shall be as required by the applicable concrete installation, approved Shop Drawings, or equipment manufacturer's requirements.

C. Joint filler shall extend continuously through the required joint unless otherwise indicated.

2.03 JOINT SEALANT

A. Provide exterior-grade joint sealant suitable for concrete paving and site improvements.

B. Sealant shall be compatible with the joint filler and adjacent concrete surfaces and shall be suitable for anticipated exterior exposure and movement.

C. Color shall be selected by the Owner or Engineer from manufacturer's standard colors where exposed to view.

D. Install in accordance with manufacturer's written instructions.

2.04 EPOXY BONDING AGENT

A. Where required for bonding new concrete to existing or previously cured concrete, provide a two-component epoxy bonding agent suitable for the intended application.

B. Product shall be one of the following, or approved equal:

1. Sikadur or applicable product by Sika.

2. Comparable product by an approved manufacturer.
3. Approved equal.

C. Use only where required by the Contract Documents, approved repair procedures, or directed by the Engineer.

2.05 ANCHOR BOLTS, ANCHORS, AND EMBEDDED ITEMS

A. Provide anchor bolts, anchors, embedments, sleeves, plates, and related accessories as required by the Contract Documents and approved equipment manufacturer's installation requirements.

B. Anchor materials, sizes, lengths, grades, coatings, and configurations shall comply with the requirements of the applicable equipment manufacturer or approved Shop Drawings.

C. Exposed ferrous anchors and hardware shall be galvanized, stainless steel, or otherwise corrosion-resistant as required for the intended exterior application.

D. Set anchor bolts and embedded items using templates or other positive means necessary to maintain correct location, elevation, alignment, and projection during concrete placement.

E. Verify all anchor and embedment locations prior to concrete placement.

F. Anchor bolts and embedded items associated with playground equipment, outdoor fitness equipment, fencing, splash pad equipment, or other manufactured systems shall comply with the approved manufacturer's written installation requirements.

2.06 MANUFACTURER-REQUIRED ACCESSORIES

A. Where the approved manufacturer of playground equipment, outdoor fitness equipment, splash pad equipment, fencing, or other systems requires concrete accessories not specifically listed herein, provide such accessories as necessary for proper installation.

B. Manufacturer-required accessories may include anchors, sleeves, templates, embedments, plates, isolation materials, proprietary hardware, or other components.

C. Submit manufacturer-required accessories for review as part of the applicable equipment or system submittal.

PART 3 – EXECUTION

3.01 INSPECTION

A. Examine conditions under which concrete accessories are to be installed.

B. Notify the Engineer of conditions that prevent proper installation.

C. Do not proceed with affected Work until unsatisfactory conditions have been corrected or otherwise resolved.

3.02 CONSTRUCTION JOINTS

A. Comply with applicable requirements of ACI 301.

B. Locate construction joints as indicated by the Contract Documents, approved Shop Drawings, equipment manufacturer's requirements, or as approved by the Engineer.

C. Prepare existing concrete surfaces receiving new concrete by removing laitance, loose material, dirt, debris, curing compounds, and other substances that may prevent proper bond.

D. Where bonding agents are required, prepare surfaces and apply bonding material in accordance with manufacturer's written instructions.

3.03 EXPANSION AND ISOLATION JOINTS

A. Install expansion and isolation joints where indicated or required to separate concrete improvements from fixed structures, equipment foundations, existing concrete, or other improvements where differential movement may occur.

B. Install joint filler and sealant in accordance with manufacturer's written instructions.

C. Maintain joint materials in proper position during concrete placement.

3.04 CONTROL JOINTS

A. Provide control joints at locations and spacing required by the applicable concrete Work, approved layout, or Contract Documents.

B. Coordinate control joints with equipment foundations, anchors, sidewalks, splash pad improvements, and adjacent construction so joints do not interfere with required anchorage or equipment installation.

C. Where an equipment manufacturer establishes limitations on joint locations near foundations or anchors, comply with those requirements.

3.05 ANCHORS AND EMBEDDED ITEMS

A. Install anchor bolts, anchors, sleeves, templates, plates, and embedded items before concrete placement where required.

B. Secure accessories rigidly to prevent displacement during concrete placement.

C. Verify dimensions, elevations, orientation, spacing, and projection before concrete is placed.

D. Do not field-modify manufacturer-provided anchors or embedded components without written approval from the equipment manufacturer and Engineer.

E. Correct improperly located anchors or embedments only by a method approved by the Engineer and, where applicable, the equipment manufacturer.

3.06 MANUFACTURER REQUIREMENTS

A. Concrete accessories associated with playground equipment, outdoor fitness equipment, splash pad equipment, fencing, or other manufactured systems shall be installed in accordance with the approved manufacturer's written instructions and approved Shop Drawings.

B. Where manufacturer requirements exceed or differ from the general requirements of this Section, notify the Engineer prior to construction. Approved manufacturer requirements necessary for proper installation, safety, performance, or preservation of warranty shall govern.

END OF SECTION

SECTION 321314
SITE CONCRETE PLACEMENT

PART 1 – GENERAL

1.01 SCOPE

A. This Work consists of furnishing, placing, finishing, curing, and testing Portland cement concrete for site improvements in accordance with these Specifications and in reasonable conformity with the lines, grades, elevations, dimensions, approved layouts, and manufacturer requirements applicable to the Work.

B. The Contractor shall furnish all labor, materials, equipment, tools, supervision, and incidentals required to provide cast-in-place concrete associated with sidewalks, concrete paving, equipment foundations and footings, playground improvements, outdoor fitness improvements, splash pad improvements, fencing and gates, curbing, equipment pads, and other miscellaneous site concrete included in the Work.

C. Concrete foundations, footings, anchorage, embedment, dimensions, and configuration associated with playground equipment, outdoor fitness equipment, splash pad equipment, fencing, or other manufactured systems shall comply with the approved manufacturer's written installation requirements and approved Shop Drawings.

D. Where approved manufacturer requirements differ from or are more stringent than the general requirements of this Section, notify the Engineer prior to placement. Manufacturer requirements necessary for proper installation, safety, performance, or preservation of warranty shall govern upon approval.

PART 2 – PRODUCTS

2.01 CONCRETE

A. Strength and Slump:

1. Unless otherwise specified by an individual Specification Section or approved manufacturer's installation requirements, concrete shall develop a minimum compressive strength of 3,500 psi at 28 days.
2. Maximum slump shall be 4 inches, unless a different slump is approved by the Engineer as part of the concrete mix design or required for an approved placement method.
3. Where an individual Specification Section requires greater concrete strength, the more stringent requirement shall govern.

B. Materials: Concrete materials shall comply with applicable requirements of the Mississippi Standard Specifications for Road and Bridge Construction, 2024 Edition, including the following, as applicable:

1. Portland Cement – Sections 701.01 and 701.02.
2. Admixtures – Section 713.02.
3. Fly Ash – Section 714.05.
4. Fine Aggregate – Section 703.02.
5. Coarse Aggregate – Section 703.03.
6. Curing Materials – Section 713.01.
7. Joint Materials – applicable requirements of Section 707.
8. Reinforcing Steel – Section 711.02.

C. Aggregates used in concrete shall comply with the applicable requirements of Section 703 of the Mississippi Standard Specifications for Road and Bridge Construction, 2024 Edition.

D. Concrete mixtures shall contain the minimum quantity of water consistent with required workability and shall be proportioned to:

1. Prevent segregation during transportation and placement.
2. Provide adequate workability for proper placement and consolidation.
3. Completely surround reinforcement, anchors, and embedded items.
4. Produce dense, durable concrete free from excessive laitance, honeycombing, or voids.

2.02 AIR-ENTRAINED CONCRETE

A. Where air-entrained concrete is specified, required by the approved mix design, or recommended for exterior exposure, provide an approved air-entraining admixture.

B. Air content shall be appropriate for the aggregate size, exposure, and intended use of the concrete and shall comply with the approved mix design and applicable requirements of the Mississippi Standard Specifications.

C. Air-entraining admixtures shall be added in accordance with the manufacturer's written instructions.

2.03 ADMIXTURES AND ADDITIVES

A. Admixtures may be used when included in the approved mix design, required by the Contract Documents, or approved by the Engineer.

B. Admixtures may be used to improve workability, reduce mixing water, control setting time, improve durability, or achieve other required concrete properties.

C. Admixtures shall not be used to reduce the required cementitious content or otherwise diminish the specified performance of the concrete.

D. Admixtures containing chlorides shall not be permitted unless specifically approved by the Engineer.

E. Admixtures shall be used and dispensed in accordance with the manufacturer's written requirements.

PART 3 – EXECUTION

3.01 MIXING AND DELIVERY

A. Concrete shall be machine mixed and may be produced at an approved ready-mix concrete plant.

B. Ready mix concrete shall meet the requirements of the approved mix design and this Section.

C. Concrete shall be mixed and delivered in equipment suitable for producing and maintaining a uniform mixture without segregation.

D. Concrete shall be mixed only in quantities required for immediate use. Concrete that has developed initial set, partially hardened, or otherwise become unsuitable shall not be used.

E. Retempering concrete by the uncontrolled addition of water shall not be permitted.

F. Ready-mix concrete shall be discharged and placed within the allowable time established by the applicable standards, approved mix design, weather conditions, and manufacturer's recommendations.

G. Delivery tickets shall be available to the Engineer upon request and shall identify the concrete mix, batch time, quantity, and other information necessary to verify compliance with the approved mix design.

3.02 HANDLING AND PLACING CONCRETE

A. Prior to placing concrete:

1. Forms shall be properly installed and secured.

2. Reinforcement, anchors, sleeves, embedded items, and equipment-related accessories shall be accurately positioned and secured.
3. Subgrade and aggregate base shall be properly prepared and accepted.
4. Forms and placement areas shall be free from standing water, mud, debris, loose material, ice, frost, and other objectionable substances.
5. Manufacturer-required anchor templates, sleeves, post locations, foundation configurations, and embedments shall be verified where applicable.

B. Do not place concrete until required forms, reinforcement, foundations, anchors, and embedded items have been inspected where inspection is required.

C. Place concrete as near as practicable to its final position and in a manner that prevents segregation and displacement of reinforcement, anchors, or embedded items.

D. Do not place concrete on frozen ground, mud, topsoil, organic material, yielding subgrade, or other unsuitable material.

E. Concrete shall completely fill forms and surround reinforcing steel, anchors, embedded items, and equipment supports without honeycombing or excessive air pockets.

F. Consolidate concrete as necessary using appropriate vibration, rodding, spading, or other suitable methods.

G. Mechanical vibration shall be used where necessary to properly consolidate concrete around reinforcement, anchors, and embedded items. Vibration shall not be continued to the point of segregation.

H. Concrete shall not be dropped through excessive heights or handled in a manner that causes segregation.

I. Protect adjacent playground equipment, outdoor fitness equipment, splash pad components, fencing, turf, finished surfaces, and other improvements from concrete splatter and damage.

J. Finished foundation elevations and anchor locations shall conform to the approved Shop Drawings and manufacturer's requirements.

3.03 WEATHER CONDITIONS

A. Concrete shall not be placed under weather conditions that will adversely affect placement, finishing, curing, durability, appearance, or required strength.

B. Cold Weather:

1. Do not place concrete on frozen subgrade or against surfaces containing frost or ice.
2. When cold-weather conditions exist, provide protection and curing necessary to prevent freezing and maintain suitable concrete temperatures.
3. Cold-weather concreting shall comply with applicable requirements of the Mississippi Standard Specifications and accepted concrete construction practices.
4. The use of salt or other chloride-containing materials as a substitute for proper cold-weather protection shall not be permitted.

C. Hot Weather:

1. During hot-weather conditions, take precautions necessary to prevent excessive concrete temperature, rapid moisture loss, plastic shrinkage cracking, premature stiffening, or other detrimental effects.
2. Precautions may include cooling aggregates or mixing water, shading materials and equipment, scheduling concrete placement during cooler portions of the day, fogging the placement area, using approved set-retarding admixtures, or other appropriate methods.

3. Particular care shall be taken with sidewalks, splash pad concrete, equipment pads, and other exposed site concrete where finish quality and cracking may affect appearance, drainage, safety, or performance.

D. Where an individual Specification Section or approved manufacturer's requirements establish more specific weather limitations, those requirements shall govern.

3.04 CURING

A. Protect freshly placed concrete from premature drying, excessive temperatures, rain, freezing, construction traffic, and other conditions that may adversely affect curing.

B. Begin curing as soon as practicable after finishing operations have been completed.

C. Cure concrete by approved wet-curing methods, curing compounds, coverings, or other methods appropriate for the Work.

D. Wet curing, where used, shall be continuous for a minimum of seven (7) days unless otherwise approved or permitted by the applicable concrete requirements.

E. Curing compounds shall be applied in accordance with the manufacturer's written instructions.

F. Curing compounds proposed beneath synthetic turf, coatings, adhesives, sealants, playground surfacing, or other bonded materials shall be compatible with the subsequent installation. Do not use curing compounds that would interfere with adhesion or performance of the finished system.

G. Protect concrete from damage until adequate strength has developed for the anticipated construction loads and installation activities.

3.05 PATCHING AND REPAIR

A. After form removal, inspect concrete for honeycombing, voids, exposed aggregate, damaged edges, surface defects, and other deficiencies.

B. Remove loose and unsound material and repair defects using suitable repair materials and methods approved by the Engineer.

C. Repairs shall match adjacent concrete in appearance where exposed to view.

D. Concrete having defects that materially affect structural capacity, drainage, appearance, safety, equipment installation, or durability shall be corrected or replaced as directed by the Engineer.

3.06 FINISHING

A. Concrete surfaces shall be finished as required by the applicable Specification Section, intended use, approved layout, or manufacturer's requirements.

B. Sidewalks and Pedestrian Concrete:

1. Strike off, consolidate, and float surfaces to required elevations and slopes.
2. Provide a uniform broom finish unless otherwise specified.
3. Provide a slip-resistant surface suitable for pedestrian use.
4. Finished surfaces shall drain without ponding or birdbaths.

C. Splash Pad Concrete:

Concrete associated with the splash pad shall comply with the specific requirements of Section 116800 – Splash Pad System, including concrete strength, thickness, reinforcement, slopes, finishing, jointing, base preparation, and other requirements specified therein.

D. Equipment Foundations and Footings:

1. Finish exposed portions neatly and uniformly.

2. Top surfaces shall be level or sloped as required by the approved equipment manufacturer's installation instructions.
3. Foundation elevations shall not interfere with required safety surfacing, synthetic turf, drainage, accessibility, or equipment clearances.

E. Formed Concrete Surfaces:

Exposed formed surfaces shall be reasonably smooth and uniform and free from objectionable fins, projections, honeycombing, or other defects.

F. Unless otherwise specified, sidewalks and other pedestrian surfaces shall not vary more than 1/8 inch under a 10-foot straightedge, except where intentional grade changes or drainage slopes are required.

3.07 COORDINATION WITH MANUFACTURED EQUIPMENT

A. Before placing equipment foundations or footings, verify the approved manufacturer's:

1. Foundation dimensions.
2. Footing depths.
3. Post embedment.
4. Anchor locations.
5. Anchor bolt or hardware requirements.
6. Equipment orientation.
7. Finished surface elevations.
8. Safety surfacing elevations and thicknesses.

B. Playground and outdoor fitness equipment foundations shall comply with the approved manufacturer's written installation instructions and Shop Drawings.

C. Where manufacturer-required footing dimensions, concrete strength, reinforcement, anchors, or other concrete requirements exceed the general requirements of this Section, the approved manufacturer requirements shall govern.

D. Do not modify manufacturer-required foundations or anchor systems without approval of the equipment manufacturer and Engineer.

3.08 FIELD QUALITY CONTROL DURING CONSTRUCTION

A. Perform sampling and testing of concrete when required by the Engineer.

B. Testing shall be performed by qualified personnel and an acceptable testing laboratory.

C. Testing may include:

1. Sampling Fresh Concrete: ASTM C172/C172M.
2. Slump: ASTM C143/C143M.
3. Air Content: ASTM C231/C231M, where applicable.
4. Concrete Temperature: ASTM C1064/C1064M.
5. Compression Test Specimens: ASTM C31/C31M.
6. Compressive Strength: ASTM C39/C39M.

D. Unless otherwise directed by the Engineer, provide at least one set of compressive strength specimens for each concrete mix placed in a day when strength testing is required.

E. Additional testing frequency may be required based on quantity placed, type of improvement, or observed conditions.

F. Test reports shall identify the Project, date, concrete mix, location of placement, slump, air content where applicable, concrete temperature, and compressive strength results.

G. Concrete failing to meet specified requirements shall be evaluated by the Engineer and shall be subject to corrective action, additional testing, repair, or removal and replacement as appropriate.

END OF SECTION

SECTION 321315
SITE CONCRETE FORMWORK

PART 1 – GENERAL

1.01 DESCRIPTION

A. Scope: Contractor shall provide all labor, materials, equipment, and incidentals required to furnish, install, maintain, and remove concrete formwork for site concrete Work.

B. Work includes providing openings and incorporating sleeves, anchor bolts, inserts, embedded items, templates, and other components required to be placed in or coordinated with the concrete.

C. Formwork under this Section may include, as applicable, sidewalks, equipment foundations and footings, splash pad concrete, fencing foundations, curbing, equipment pads, and other miscellaneous site concrete included in the Work.

D. Where concrete formwork, footing configuration, anchor locations, embedment, or other requirements are established by the approved manufacturer of playground equipment, outdoor fitness equipment, splash pad equipment, fencing, or other manufactured systems, coordinate the formwork with the approved manufacturer's written installation requirements and Shop Drawings.

1.02 COORDINATION

A. Review requirements of other Specification Sections and approved manufacturer submittals and coordinate installation of items that must be placed with or within the formwork.

B. Coordinate formwork with reinforcement, anchors, sleeves, embedded items, equipment foundations, utility penetrations, and other Work required prior to concrete placement.

C. Verify manufacturer-required footing dimensions, anchor templates, post locations, finished elevations, and embedment requirements before constructing forms.

1.03 QUALITY ASSURANCE

A. Contractor shall examine the subgrade, foundations, and conditions under which concrete formwork is to be constructed and notify the Engineer of unsatisfactory conditions.

B. Do not proceed with affected Work until unsatisfactory conditions have been corrected or otherwise resolved.

C. Reference Standards: Comply with applicable requirements of:

1. ACI 347 – Guide to Formwork for Concrete.
2. ACI 301 – Specifications for Concrete Construction.

D. Construct formwork to provide completed concrete surfaces within applicable tolerances of ACI 347 and the requirements of the Contract Documents.

E. Proprietary form systems and accessories shall be used in accordance with manufacturer's written instructions.

1.04 SUBMITTALS

A. Submit in accordance with Section 012910 – Submittals.

B. Submit manufacturer's product data and installation instructions for proprietary form materials, form coatings, ties, and accessories when requested by the Engineer.

C. Where formwork is associated with playground equipment, outdoor fitness equipment, splash pad equipment, fencing, or other manufactured systems, coordinate formwork dimensions and embedded items with the approved manufacturer's Shop Drawings.

1.05 DELIVERY, STORAGE, AND HANDLING

A. Store form materials in a manner that protects them from damage and excessive weather exposure.

B. Store materials above ground on blocking or supports.

C. Handle materials to prevent damage, warping, contamination, or other conditions that could adversely affect the finished concrete.

PART 2 – PRODUCTS

2.01 FORM MATERIALS

A. Forms for Exposed Concrete: Construct forms for exposed concrete surfaces using plywood, metal-faced forms, manufactured panel systems, or other suitable materials capable of producing continuous, straight, smooth surfaces.

B. Furnish form materials of sufficient strength and thickness to withstand concrete placement pressures without objectionable bowing or deflection.

C. Forms for Unexposed Concrete: Concrete surfaces that will be concealed or buried may be formed using plywood, lumber, metal, or other suitable materials.

D. Forms shall be sufficiently tight to prevent leakage of cement paste during placement.

2.02 FORM TIES

A. Provide factory-manufactured removable or snap-off metal form ties suitable for the intended application.

B. Form ties shall be designed to prevent excessive form deflection and avoid spalling of concrete during removal.

C. Where portions of form ties remain in exposed concrete, the remaining portion shall be recessed sufficiently to permit proper patching.

D. Wire ties shall not be permitted where they would remain exposed or adversely affect the finished concrete.

2.03 FORM COATINGS

A. Provide commercial form-release compounds that will not bond with, stain, discolor, or adversely affect concrete surfaces.

B. Form coatings shall not interfere with subsequent curing, sealants, coatings, synthetic turf adhesives, playground surfacing, or other materials requiring bond to the concrete.

C. Apply form coatings in accordance with manufacturer's written instructions.

2.04 DESIGN OF FORMWORK

A. Design, erect, support, brace, and maintain formwork to safely support fresh concrete and construction loads until the concrete has developed adequate strength.

B. Construct formwork so that completed concrete is of the required size, shape, alignment, elevation, and position.

C. Provide adequate bracing and support to prevent settlement, movement, bulging, sagging, or distortion during concrete placement.

D. Construct forms sufficiently tight to prevent loss of mortar or cement paste.

E. Formwork shall be readily removable without impact, shock, or damage to concrete surfaces or adjacent Work.

F. Where manufacturer-required foundations or footings are involved, formwork shall conform to the approved manufacturer dimensions, elevations, and configurations.

PART 3 – EXECUTION

3.01 INSPECTION

A. Examine conditions under which formwork is to be installed.

B. Notify the Engineer of conditions that prevent proper construction or placement.

C. Do not proceed with affected Work until unsatisfactory conditions have been corrected or resolved.

3.02 FORM CONSTRUCTION

A. Construct forms mortar-tight and sufficiently rigid to prevent distortion caused by concrete pressure, vibration, and construction loads.

B. Construct and maintain forms so that finished concrete conforms to required dimensions, grades, elevations, slopes, and contours.

C. Construct forms in accordance with ACI 347 and applicable requirements of the Contract Documents.

D. Provide openings, recesses, chamfers, screeds, bulkheads, anchorages, sleeves, inserts, and other features required for completion of the Work.

E. Fabricate forms for easy removal without damaging concrete surfaces.

F. Provide temporary openings where necessary for inspection, cleaning, or proper concrete placement.

G. Secure forms and embedded items to prevent displacement during concrete placement.

H. Forms shall remain properly aligned and secured until concrete has developed adequate strength for safe removal.

I. Where metal forms are used, keep surfaces clean and free from rust, grease, or other substances that could stain or damage the concrete.

J. Forms for exposed concrete shall be smooth and arranged to minimize visible joints, fins, offsets, and other surface irregularities.

3.03 CORNER TREATMENT

A. Exposed corners of foundations, pads, curbs, and other formed site concrete shall be neat, straight, and free from broken or ragged edges.

B. Chamfers shall be provided where indicated by the Contract Documents or where appropriate for exposed concrete surfaces.

C. Unless otherwise shown or required, buried or concealed corners may be formed square.

D. Chamfers or edge treatment associated with playground, fitness, or splash pad concrete shall not create sharp edges or conditions that could present a hazard to users.

3.04 CLEANING AND FORM COATINGS

A. Thoroughly clean forms and adjacent surfaces prior to concrete placement.

B. Remove sawdust, dirt, loose material, standing water, and other debris.

C. Apply form-release coating before placement of reinforcement where practical.

D. Do not permit excess form-release material to contact reinforcement, anchors, embedded items, construction joints, or concrete surfaces that will subsequently receive bonded materials.

3.05 INSTALLATION OF EMBEDDED ITEMS

A. Set and secure anchor bolts, sleeves, inserts, templates, plates, and other embedded items required by the Contract Documents or approved manufacturer's installation requirements.

B. Use approved setting drawings, manufacturer templates, diagrams, and instructions to establish correct locations and elevations.

C. Verify all embedded items prior to concrete placement.

D. Embedded items associated with playground equipment, outdoor fitness equipment, splash pad equipment, fencing, and other manufactured systems shall comply with the approved manufacturer's written requirements and Shop Drawings.

E. Do not modify manufacturer-required anchor locations, embedment, or templates without approval of the manufacturer and Engineer.

3.06 EDGE FORMS AND SCREEDS

A. Set edge forms, bulkheads, and screed guides to establish required elevations, slopes, and contours.

B. Provide sufficient supports to maintain forms and screeds at the required elevations during concrete placement.

C. Coordinate elevations and slopes with sidewalks, splash pad surfaces, turf systems, playground surfacing, drainage, and adjacent improvements.

3.07 FIELD QUALITY CONTROL

A. Before concrete placement, Contractor shall check formwork, supports, ties, coatings, dimensions, elevations, and embedded items.

B. Make corrections and adjustments necessary to ensure proper size, location, alignment, and stability.

C. During concrete placement, monitor formwork and supports to ensure that forms do not move or deform.

D. If formwork becomes unstable, displaced, or otherwise unsatisfactory, stop concrete placement as necessary until deficiencies are corrected.

3.08 REMOVAL OF FORMS

A. Remove forms in accordance with ACI 301 and ACI 347.

B. Do not remove forms until the concrete has developed sufficient strength to prevent damage and safely support its own weight and any anticipated loads.

C. Remove forms carefully so as not to damage concrete surfaces, edges, anchors, or embedded items.

D. Where earlier form removal is necessary for finishing or manufacturer-required installation, removal shall be permitted only after the concrete has attained sufficient strength.

E. Methods of removal likely to crack, chip, spall, or otherwise damage concrete shall not be permitted.

F. Continue required curing and protection following form removal.

3.09 REUSE OF FORMS

A. Clean and repair forms before reuse.

B. Split, warped, frayed, delaminated, excessively worn, or otherwise damaged form materials shall not be reused where they would adversely affect the finished concrete.

C. Reapply form-release coating as required before reuse.

D. Reused forms shall remain sufficiently straight, rigid, tight, and smooth to produce concrete meeting the requirements of the Contract Documents.

END OF SECTION

SECTION 323119
FENCES AND GATES

PART 1 – GENERAL

1.01 SECTION INCLUDES

A. Four-foot-high wrought iron fencing with a black finish, unless otherwise selected by the Owner, designed for use around a public playground, splash pad, and outdoor fitness area.

B. Wrought iron gates and associated hardware.

C. Posts, rails, pickets, panels, fittings, fasteners, gate hardware, concrete post foundations, and accessories required for a complete fence and gate installation.

D. Fence system intended to enclose the perimeter of the playground, outdoor fitness area, and splash pad area and provide a safe enclosure appropriate for use around children and the general public.

1.02 RELATED REQUIREMENTS

A. Section 012910 – Submittals.

B. Section 321313 – Concrete Accessories.

C. Section 321314 – Concrete Placement.

D. Section 321315 – Concrete Formwork.

1.03 REFERENCE STANDARDS

A. ASTM A36/A36M – Standard Specification for Carbon Structural Steel.

B. ASTM A123/A123M – Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products, where applicable.

C. ASTM A153/A153M – Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware, where applicable.

D. ASTM A307 – Standard Specification for Carbon Steel Bolts, Studs, and Threaded Rod.

1.04 SUBMITTALS

A. Submit in accordance with Section 012910 – Submittals.

B. Product Data: Submit manufacturer's or fabricator's information for materials, components, coatings, finishes, gate hardware, and accessories proposed for use.

C. Shop Drawings: Submit complete shop drawings showing:

1. Proposed fence layout around the playground, outdoor fitness area, and splash pad area.
2. Fence height, panel or section lengths, post spacing, corners, transitions, and changes in grade.
3. Locations, sizes, clear widths, and swing direction of gates.
4. Posts, rails, pickets, connections, and decorative components.
5. Post foundation dimensions and installation details.
6. Gate frames, hinges, latches, stops, and other hardware.

7. Proposed fence profile and appearance.
8. Details of welded and mechanical connections.
9. Proposed coating and finish system.
10. Coordination with playground equipment, outdoor fitness equipment, splash pad improvements, sidewalks, turf areas, utilities, drainage facilities, and other improvements.
11. Picket-top configuration, spacing of fence openings, gate hardware, and other features necessary to demonstrate that the proposed fence and gate system is suitable for installation around a public playground and splash pad.

D. Color and Finish Samples: Submit manufacturer's or fabricator's available standard color and finish samples for review. Black shall be the Basis-of-Design color; however, final color shall be selected and approved by the Owner prior to fabrication.

E. Submit manufacturer's or fabricator's installation recommendations.

F. Submit warranty information.

G. Approved Equal Submittals: Where the Contractor proposes a product, system, material, manufacturer, or fabricator as an approved equal, submit sufficient product data, shop drawings, samples, performance information, warranties, and other documentation necessary to demonstrate that the proposed equal meets or exceeds the requirements of this Section and is equivalent in material, quality, appearance, durability, performance, safety, finish, and intended use.

1.05 QUALITY ASSURANCE

A. Manufacturer/Fabricator Qualifications: Company regularly engaged in the manufacture or fabrication of wrought iron fencing and gates of similar type, size, and complexity, with a minimum of five years documented experience.

B. Installer Qualifications: Installer experienced in installation of fencing and gates of similar type and scope.

C. Welding shall be performed by qualified personnel experienced with the materials and fabrication methods required for the Work.

D. Fabricate fence and gate components to provide a uniform appearance throughout the Project.

E. Fence and gate systems shall be suitable for installation around public recreational facilities used by children and shall comply with applicable safety requirements.

1.06 DELIVERY, STORAGE AND HANDLING

A. Deliver, store, and handle materials to prevent bending, deformation, corrosion, scratching, or damage to finished surfaces.

B. Store materials above ground and protect from weather, standing water, construction activities, and other conditions that may damage the materials or finish.

1.07 WARRANTY

A. Provide a minimum one-year warranty covering materials and workmanship unless a longer warranty is required or provided by the manufacturer, fabricator, or coating applicator.

B. Provide manufacturer's or applicator's standard warranty for the protective coating and finish system.

PART 2 – PRODUCTS

2.01 MANUFACTURERS AND APPROVED EQUALS

A. Provide wrought iron fencing and gates meeting the requirements of this Section.

B. Where a manufacturer, product, style, or system is identified in the Contract Documents as the **Basis of Design**, it is intended to establish the minimum requirements for material, quality, appearance, durability, performance, safety, and design intent.

C. Products of other manufacturers or fabricators meeting or exceeding the requirements of the Contract Documents may be submitted as an **Approved Equal** in accordance with Section 012910 – Submittals and other applicable requirements of the Contract Documents.

D. Proposed approved equals shall be equivalent to the Basis of Design with respect to material, quality, appearance, dimensions, durability, performance, safety, finish, warranty, and intended use.

E. Acceptance of an Approved Equal shall not relieve the Contractor of responsibility for providing a complete, compatible, properly coordinated, safe, and fully functional fence and gate installation.

2.02 WROUGHT IRON FENCE SYSTEM

A. Provide a complete wrought iron fence and gate system consisting of posts, rails, pickets, panels or sections, fittings, fasteners, hardware, and accessories required for a complete installation.

B. Fence Height: 4 feet above adjacent finished grade.

C. Material: Wrought iron suitable for permanent exterior installation.

D. Basis-of-Design Color: Black. Final color shall be selected and approved by the Owner from the manufacturer's or fabricator's available standard colors prior to fabrication.

E. Appearance: Traditional wrought iron appearance appropriate for a public park and recreational facility. Unless otherwise selected by the Owner, the intended appearance shall be a traditional black wrought iron fence.

F. Fence shall have a consistent architectural style throughout the playground, outdoor fitness area, and splash pad enclosure.

G. Fence and gate systems shall be designed and fabricated with consideration for use around children and the general public.

H. All exposed components shall have smooth finished surfaces free from sharp edges, burrs, protruding fasteners, exposed sharp corners, or other hazardous projections.

I. Spear points, pointed finials, spikes, sharp picket tops, or other pointed or potentially hazardous decorative projections shall not be permitted.

J. Picket tops shall be flat, rounded, capped, or otherwise smoothly finished to provide a child-safe configuration.

K. Fence configuration and openings shall be designed to minimize potential entrapment, snagging, or other hazards and shall comply with applicable safety and code requirements for the intended use.

L. Fence components shall be sufficiently rigid and durable for permanent installation in a public recreational environment.

2.03 DESIGN AND CONFIGURATION

A. Fence shall consist of vertical pickets supported by horizontal rails and posts.

B. Provide a minimum of two horizontal rails unless otherwise indicated in the approved shop drawings.

C. Space vertical pickets uniformly throughout each fence section.

D. Pickets, rails, and posts shall be sized by the manufacturer or fabricator to provide a rigid and durable installation suitable for a 4-foot-high fence surrounding a public playground, splash pad, and outdoor fitness area.

E. Picket tops shall be flat, rounded, capped, or otherwise designed without sharp or pointed projections. Spear-point pickets and pointed finials are prohibited.

F. Rails, pickets, posts, gates, hardware, and decorative components shall be configured so as not to create readily accessible sharp edges, protrusions, pinch points, or other avoidable hazards.

G. Fence sections shall accommodate changes in grade while maintaining a neat and uniform appearance and without creating excessive openings beneath the fence.

H. The overall fence design shall provide the traditional wrought iron appearance desired by the Owner while maintaining a configuration appropriate for use around children.

2.04 FABRICATION

A. Fabricate fence sections and gates in the shop to the greatest extent practical.

B. Accurately fit components and provide neat, uniform joints and connections.

C. Provide welded or mechanical connections as appropriate for the approved fencing system.

D. Grind exposed welds smooth where necessary to provide a neat finished appearance.

E. Remove burrs, sharp edges, weld spatter, and other surface imperfections prior to application of the finish.

F. Fabricate components square, straight, plumb, and true to line.

2.05 POSTS

A. Provide posts of adequate size and thickness to support the fence and gates.

B. Post sizes and spacing shall be determined by the manufacturer or fabricator based on fence height, panel configuration, gate configuration, anticipated loads, and site conditions and shall be indicated on the shop drawings.

C. Provide finished post caps consistent with the approved fence design. Post caps shall not incorporate spear points, spikes, or other sharp projections.

D. Set posts in concrete foundations.

E. Concrete post foundations shall be sized in accordance with the manufacturer's or fabricator's recommendations and approved shop drawings.

F. Provide a minimum post foundation depth of 36 inches unless a greater depth is required by the approved fencing system or site conditions.

G. Concrete work associated with fence and gate foundations shall comply with applicable requirements of Sections 321313, 321314, and 321315.

2.06 GATES

A. Provide gates where required for pedestrian, maintenance, and other access to the enclosed playground, outdoor fitness area, and splash pad area.

B. Gates shall match the adjacent fence in height, materials, architectural style, and finish.

C. Fabricate gate frames sufficiently rigid to prevent sagging or deformation during normal use.

D. Provide complete gate hardware including hinges, latches, stops, and other components required for proper operation.

E. Gate hardware shall be heavy-duty and suitable for exterior use in a public recreational facility.

F. Gate locations, clear widths, swing direction, and hardware shall be shown on the shop drawings and coordinated with the Owner and Engineer prior to fabrication.

G. Gates located along accessible routes shall comply with applicable accessibility requirements.

H. Gates serving the playground and splash pad enclosure shall be designed and installed for safe operation in areas used by children.

I. Gate hardware shall not create exposed sharp edges, hazardous projections, or readily accessible pinch points.

J. Gate configuration, clear openings, and hardware shall comply with applicable accessibility and safety requirements.

2.07 FINISH

A. All wrought iron fencing, gates, posts, and exposed components shall receive a durable exterior protective coating system suitable for long-term exposure to weather.

B. Basis-of-Design Finish Color: Black.

C. Final Color Selection: Final fence and gate color shall be selected and approved by the Owner from the manufacturer's or fabricator's available standard colors prior to fabrication. The Contractor shall not fabricate or apply the final finish until the Owner's color selection has been confirmed through the submittal process.

D. All fence panels, posts, gates, hardware, and other exposed components shall receive a consistent and matching finish unless otherwise approved by the Owner.

E. Prepare surfaces in accordance with the coating manufacturer's recommendations prior to application of the finish.

F. Provide primer and finish coats specifically intended for exterior ferrous metal.

G. Finished surfaces shall be uniform in appearance and free from runs, sags, exposed metal, or other defects.

H. Field welds, cuts, scratches, and damaged areas shall be properly prepared, primed, and recoated to match the surrounding finish.

PART 3 – EXECUTION

3.01 EXAMINATION

A. Verify existing site conditions prior to installation.

B. Verify proposed fence locations, grades, sidewalks, utilities, drainage facilities, playground equipment, fitness equipment, splash pad improvements, and other conditions that may affect fence installation.

C. Do not proceed with installation until conflicts or unsatisfactory conditions have been resolved.

3.02 FENCE LAYOUT

A. Contractor shall lay out the proposed fence in the field prior to installation.

B. Fence shall generally enclose the perimeter of the playground, outdoor fitness area, and splash pad area.

C. Because detailed fence layout drawings are not included in the Contract Documents, the Contractor shall provide the complete proposed fence layout as part of the shop drawing submittal.

D. Coordinate fence alignment with sidewalks, gates, playground equipment, outdoor fitness equipment, splash pad improvements, turf, utilities, drainage facilities, and other site improvements.

E. Coordinate gate locations with pedestrian circulation, accessible routes, maintenance access, and intended use of the enclosed areas.

F. Obtain approval of the proposed fence and gate layout from the Owner and Engineer prior to fabrication and installation.

3.03 INSTALLATION

A. Install fencing and gates in accordance with approved shop drawings and manufacturer's or fabricator's written recommendations.

B. Install posts plumb and uniformly spaced.

C. Set posts in concrete foundations in accordance with the approved shop drawings and applicable concrete specification sections.

D. Install fence sections straight and true to line while maintaining a consistent height and appearance.

E. Install fencing to accommodate site grades without abrupt or visually objectionable changes in elevation or excessive openings beneath the fence.

F. Install connections and fasteners securely.

G. Where field welding is necessary, clean, prepare, and finish welds to match shop fabrication.

H. Repair coating damaged by welding, cutting, handling, or installation using the approved coating system.

I. Install gates plumb, level, square, and properly aligned.

J. Adjust hinges, latches, and other hardware so gates operate smoothly and securely latch when closed.

K. Upon completion, inspect the entire fence and gate installation for sharp edges, protrusions, burrs, exposed fasteners, hazardous projections, pinch points, or other conditions that could present a hazard to children or other users. Correct such conditions prior to acceptance.

3.04 TOLERANCES

A. Maximum Variation from Plumb: 1/4 inch.

B. Maximum Variation from Approved Alignment: 1 inch.

C. Posts, rails, and pickets shall present a uniform appearance without visually objectionable variations in alignment or spacing.

3.05 CLEANING

A. Remove excess concrete, excavated material, metal debris, welding residue, packaging, and other construction debris.

B. Clean exposed fence and gate surfaces upon completion.

C. Repair scratches, chips, and other damage to the protective coating using materials compatible with the specified finish.

D. Replace components that are bent, damaged, or cannot be satisfactorily repaired.

3.06 PROTECTION

A. Protect completed fencing and gates from damage until Substantial Completion.

B. Repair or replace damaged materials prior to final acceptance at no additional cost to the Owner.

END OF SECTION

SECTION 329000
SEEDING, FERTILIZING, AND MULCHING

PART 1 – GENERAL

1.01 DESCRIPTION

A. This Section consists of furnishing all labor, materials, equipment, and incidentals necessary for preparation, seeding, fertilizing, mulching, watering, and establishment of vegetation in bare or disturbed areas adjacent to the Work that are not receiving artificial turf, concrete, playground surfacing, aggregate, landscaping, or other permanent surface treatment.

B. Seeding shall generally be limited to areas disturbed by construction operations and other bare areas immediately adjacent to the Work requiring restoration.

C. The CONTRACTOR shall restore disturbed areas to provide a neat transition to existing vegetation and shall establish adequate vegetative cover to prevent erosion.

PART 2 – PRODUCTS

2.01 TOPSOIL

A. Where required to establish vegetation, topsoil shall be fertile, friable soil suitable for plant growth and shall be free from debris, roots, stones, construction materials, and other deleterious substances.

B. Suitable on-site topsoil may be reused. Imported topsoil shall be approved by the ENGINEER.

2.02 FERTILIZER AND LIME

A. Fertilizer shall be a commercial fertilizer suitable for establishment of the specified vegetation.

B. Lime shall be provided where necessary based on existing soil conditions.

C. Application rates shall be appropriate for the soil conditions and vegetation being established.

2.03 SEED

A. Seed shall be fresh, clean, commercial-grade seed suitable for the climate, season of installation, and site conditions.

B. Permanent seeding shall generally consist of Bermuda grass or another grass species compatible with the existing adjacent vegetation and approved by the ENGINEER.

C. Temporary or supplemental cool-season grass may be used where necessary to establish vegetative cover during periods unfavorable for establishment of permanent grass.

2.04 MULCH

A. Mulch shall consist of clean straw, hay, or other approved material suitable for protecting newly seeded areas and reducing erosion.

2.05 WATER

A. Water shall be clean and free from substances harmful to plant growth.

PART 3 – EXECUTION

3.01 GROUND PREPARATION

A. Areas to be seeded shall be graded to provide smooth transitions to adjacent improvements and existing grades and to provide positive drainage.

B. Remove debris, stones, roots, and other materials that would interfere with vegetation establishment or future mowing.

C. Provide topsoil where necessary to establish a suitable growing medium.

3.02 SEEDING AND MULCHING

A. Fertilizer, lime where required, seed, and mulch shall be uniformly applied in accordance with good landscaping practices and applicable product recommendations.

B. Seed selection and application rates shall be appropriate for the season and site conditions.

C. Mulch shall be applied promptly following seeding and shall be anchored where necessary to prevent displacement.

D. Seeding shall not be performed when the ground is frozen, excessively wet, or under other conditions unfavorable to successful establishment.

3.03 MAINTENANCE AND ESTABLISHMENT

A. The CONTRACTOR shall maintain seeded areas until an acceptable vegetative cover has been established.

B. Maintenance shall include watering, reseeding, mulching, erosion repair, and other work necessary to establish vegetation.

C. Bare, thin, eroded, or damaged areas shall be repaired and reseeded by the CONTRACTOR without additional compensation.

D. Where seasonal or weather conditions prevent establishment of permanent vegetation prior to Project completion, the CONTRACTOR shall provide temporary stabilization acceptable to the ENGINEER and remain responsible for establishing the required permanent vegetation.

END OF SECTION

SECTION 329200
TURF SYSTEMS

PART 1 – GENERAL

1.01 DESCRIPTION

A. This Section includes furnishing and installing complete artificial/synthetic turf systems for playground, outdoor fitness, and other designated recreational areas included in the Work.

B. Provide complete systems including, as applicable:

1. Synthetic turf.
2. Impact-attenuating underlayment or pad.
3. Prepared aggregate or other approved base.
4. Infill.
5. Drainage components.
6. Geotextile or separation materials.
7. Edging, nailers, anchors, or perimeter restraint systems.
8. Seaming materials and adhesives.
9. Transition materials.
10. Accessories and incidental materials necessary for a complete installation.

C. Turf systems within playground equipment use zones shall be designed for the applicable equipment fall heights and shall provide the required impact attenuation and accessibility.

D. Turf installed within outdoor fitness areas or other recreational areas not requiring playground fall attenuation shall be appropriate for the intended use and shall comply with the approved manufacturer's system requirements.

E. The Contractor shall provide all minor excavation, fine grading, base preparation, drainage adjustment, transitions, and other Work necessary to provide a complete and properly functioning turf system.

1.02 RELATED SECTIONS

A. Section 011100 – Summary of Work.

B. Section 012910 – Submittals.

C. Section 312313 – Subgrade Preparation.

D. Section 321123 – Crushed Limestone Base.

E. Playground equipment Specification Section.

F. Outdoor fitness equipment Specification Section.

G. Other Sections governing concrete, drainage, grading, and adjacent improvements.

1.03 REFERENCE STANDARDS

A. Comply with applicable requirements of the following:

1. ASTM F1292 – Impact Attenuation of Surfacing Materials Within the Use Zone of Playground Equipment.
2. ASTM F1951 – Accessibility of Surface Systems Under and Around Playground Equipment.

B. Comply with other applicable federal, state, local, accessibility, and playground safety requirements.

1.04 SYSTEM REQUIREMENTS

A. Provide a complete synthetic turf system specifically manufactured and intended for permanent exterior recreational use.

B. Turf system shall be suitable for exposure to weather, ultraviolet radiation, moisture, temperature variations, and anticipated pedestrian and recreational traffic.

C. Playground turf systems shall be designed as a complete assembly incorporating turf and impact-attenuating materials necessary to meet the applicable critical fall-height requirements.

D. The thickness and configuration of impact-attenuating materials shall be determined by the approved turf system manufacturer based upon the actual fall heights of the approved playground equipment.

E. Turf systems shall provide positive drainage through and/or beneath the system and shall not create areas of standing water.

F. Completed surfaces shall provide a stable, uniform, accessible, and securely anchored installation.

G. Materials shall be non-toxic and appropriate for use in areas occupied by children.

1.05 MANUFACTURERS AND APPROVED EQUALS

A. The turf system shall be a commercially manufactured synthetic turf system intended for playground and recreational use.

B. Products meeting or exceeding the requirements of this Section may be submitted as an Approved Equal in accordance with Section 012910 – Submittals and other applicable requirements of the Contract Documents.

C. Proposed approved equals shall demonstrate equivalent or superior:

1. Impact attenuation, where required.
2. Accessibility.
3. Drainage.
4. Durability.
5. Turf construction and performance.
6. Warranty.
7. Intended use.
8. Installation system.

D. Acceptance of an approved equal shall not relieve the Contractor of responsibility for providing a complete, compatible, safe, properly drained, and fully functional turf system.

1.06 SUBMITTALS

A. Submit in accordance with Section 012910 – Submittals.

B. Product Data: Submit manufacturer's technical information for:

1. Synthetic turf.
2. Impact-attenuating pad or underlayment.
3. Infill.
4. Base materials.
5. Drainage materials.
6. Geotextile.
7. Seam tape, adhesives, and connection materials.
8. Edging and anchorage components.

C. Shop Drawings: Submit complete installation drawings showing:

1. Limits and layout of turf areas.
2. Finished elevations.
3. Base preparation.
4. Base material and thickness.
5. Impact-attenuating layer and thickness.
6. Drainage provisions.
7. Seams and seam orientation.
8. Perimeter anchorage and edging.
9. Transitions to sidewalks, concrete, splash pad areas, fencing, equipment foundations, and other adjacent improvements.
10. Penetrations around playground and fitness equipment posts and foundations.
11. Turf system thickness and finished surface elevation.

D. Submit manufacturer's written installation instructions.

E. For playground turf, submit documentation identifying the required critical fall height and demonstrating compliance of the proposed system with ASTM F1292 at the required fall height.

F. Submit documentation demonstrating compliance with ASTM F1951 where accessibility is required.

G. Submit manufacturer's recommended maintenance procedures.

H. Submit manufacturer's warranty.

I. Submit available standard turf colors and selections. Final color and appearance shall be approved by the Owner prior to ordering.

1.07 QUALITY ASSURANCE

A. Manufacturer shall regularly produce synthetic turf systems for playground or recreational applications.

B. Installer shall be trained, approved, certified, or otherwise qualified by the turf system manufacturer to install the proposed system.

C. Installation shall be performed in accordance with the approved manufacturer's written instructions.

D. Components of the turf system shall be supplied or approved by the turf system manufacturer and shall be compatible with one another.

1.08 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials in manufacturer's original packaging or rolls with identification intact.

B. Store materials in a clean, dry, protected location in accordance with manufacturer's recommendations.

C. Protect turf rolls, impact pads, adhesives, infill, and accessories from damage, moisture contamination, deformation, and other conditions that may adversely affect installation.

1.09 WARRANTY

A. Provide manufacturer's standard written warranty for the complete synthetic turf system.

B. Warranty shall cover defects in materials and manufacturing and shall include the turf and other system components to the extent provided by the approved manufacturer.

C. Installation warranty shall be not less than one year unless a longer period is required elsewhere in the Contract Documents.

D. Where use of specified infill, maintenance procedures, or other system components is necessary to preserve the manufacturer's warranty, provide and install such materials and comply with those requirements.

PART 2 – PRODUCTS

2.01 SYNTHETIC TURF

A. Provide synthetic turf manufactured for exterior playground and recreational use.

B. Turf shall consist of durable synthetic yarn tufted or otherwise manufactured into a stable backing system.

C. Turf shall:

1. Be resistant to ultraviolet degradation.
2. Be suitable for permanent outdoor installation in Mississippi climate conditions.
3. Resist excessive matting, fraying, unraveling, delamination, and fiber loss under anticipated use.
4. Provide a natural grass-like appearance unless another color or design is approved by the Owner.
5. Allow drainage through the turf system.

D. Turf pile height, face weight, fiber type, backing, and other characteristics shall be as recommended by the approved manufacturer for the intended application.

E. Final turf color and appearance shall be selected and approved by the Owner from the manufacturer's available standard selections.

2.02 IMPACT-ATTENUATING LAYER

A. Where turf occurs within playground equipment use zones, provide a porous impact-attenuating pad or underlayment as part of the complete turf system.

B. Impact-attenuating layer shall be compatible with the synthetic turf and underlying base.

C. Thickness shall be determined by the approved system manufacturer to satisfy the critical fall-height requirement of the applicable playground equipment.

D. Impact attenuation shall comply with ASTM F1292 for the required fall height.

E. Do not substitute or reduce the manufacturer's required pad thickness without written approval from the turf system manufacturer and Engineer.

2.03 INFILL

A. Provide infill recommended and approved by the synthetic turf manufacturer for the intended application.

B. Infill shall be:

1. Compatible with the turf system.
2. Non-toxic.
3. Suitable for playground and recreational use.
4. Resistant to displacement under normal use.
5. Installed at the manufacturer's required application rate.

C. Where infill is required to maintain system performance, blade stability, impact attenuation, or warranty, provide the required infill as an integral component of the Work.

2.04 BASE MATERIAL

A. Provide aggregate base or other approved substrate required by the turf system manufacturer.

B. Where compacted aggregate is used, material type, gradation, thickness, compaction, and surface tolerance shall comply with the approved turf manufacturer's installation requirements.

C. Section 321123 – Crushed Limestone Base may be used where compatible with the approved turf system.

D. Where the approved turf manufacturer requires a different aggregate gradation, base thickness, or base material than Section 321123, the manufacturer-required material may be provided subject to review and approval by the Engineer.

E. Base shall be stable, non-yielding, smooth, and properly graded to provide drainage.

2.05 GEOTEXTILE AND SEPARATION MATERIALS

A. Provide geotextile or separation fabric where required by the approved turf system manufacturer or site conditions.

B. Material shall be suitable for subsurface use and compatible with the turf and drainage system.

2.06 SEAMS AND ADHESIVES

A. Provide seam tape, adhesives, stitching, or other joining materials recommended by the turf manufacturer.

B. Adhesives shall be suitable for permanent exterior use and anticipated moisture and temperature exposure.

C. Completed seams shall be secure, smooth, tight, and not readily visible.

D. Seams shall not create tripping hazards, raised edges, or other unsafe conditions.

2.07 EDGING AND PERIMETER RESTRAINT

A. Provide perimeter restraint, nailers, anchors, edging, or other components necessary to securely terminate the synthetic turf.

B. Coordinate perimeter details with concrete sidewalks, curbing, splash pad improvements, fencing, equipment foundations, and other adjacent construction.

C. Exposed edges shall be securely restrained and shall not create trip or snag hazards.

2.08 DRAINAGE

A. Turf, impact pad, base, and drainage components shall function as a complete drainage system.

B. System shall permit rainfall and surface water to drain without prolonged ponding.

C. Provide drainage components required by the approved manufacturer and site conditions.

D. Coordinate discharge of drainage with surrounding site grading and drainage improvements.

PART 3 – EXECUTION

3.01 EXAMINATION

A. Examine areas to receive synthetic turf before beginning installation.

B. Verify:

1. Required grades and elevations.
2. Subgrade stability.
3. Drainage conditions.
4. Location and elevation of playground and fitness equipment foundations.
5. Concrete elevations and transitions.
6. Fence and gate locations.
7. Other adjacent improvements.

C. Do not begin installation until conditions that would adversely affect the turf system have been corrected.

D. Contractor shall notify the Engineer of significant discrepancies between existing conditions and the approved turf installation requirements prior to proceeding.

3.02 SUBGRADE AND BASE PREPARATION

A. Perform minor excavation, filling, grading, and subgrade preparation necessary for installation of the synthetic turf system.

B. Major or mass grading of the overall park site is not included under this Section; however, the Contractor shall make minor grade adjustments necessary to properly install and drain the turf system.

C. Prepare subgrade in accordance with Section 312313 and the approved turf manufacturer's requirements.

D. Install and compact aggregate base in accordance with the approved manufacturer's requirements.

E. Completed base shall:

1. Be firm and non-yielding.
2. Be smooth and free from abrupt changes in grade.
3. Provide required finished elevations.
4. Provide positive drainage.
5. Be free from ruts, depressions, loose material, and other irregularities.

F. Correct areas that retain water or fail to provide required drainage prior to installation of the turf system.

3.03 COORDINATION WITH EQUIPMENT AND ADJACENT WORK

A. Coordinate turf installation with playground equipment, outdoor fitness equipment, concrete foundations, sidewalks, splash pad improvements, fencing, gates, drainage, and other site improvements.

B. Verify finished turf elevation relative to playground equipment and applicable manufacturer-required surfacing elevations.

C. Turf and attenuation systems shall extend throughout required playground use zones unless otherwise approved.

D. Provide neat, securely finished penetrations around equipment posts, foundations, drains, and other interruptions.

E. Do not cover inspection points, drains, access components, or manufacturer-required openings.

3.04 IMPACT-ATTENUATING PAD INSTALLATION

A. Install impact pad in accordance with manufacturer's written instructions.

B. Fit sections tightly and uniformly.

C. Secure pad as required to prevent movement during turf installation and subsequent use.

D. Maintain required thickness throughout playground use zones.

E. Cut and fit around equipment posts, foundations, and other obstructions without excessive gaps.

3.05 SYNTHETIC TURF INSTALLATION

A. Install turf in accordance with manufacturer's written installation requirements and approved Shop Drawings.

B. Lay turf smooth and uniform without wrinkles, ripples, buckling, bubbles, or loose areas.

C. Orient turf rolls to provide consistent pile direction and appearance unless otherwise required by the approved layout.

D. Trim turf accurately at edges, penetrations, foundations, sidewalks, curbs, and other transitions.

E. Join turf sections using approved seaming materials and methods.

F. Secure perimeter edges using approved anchorage or restraint systems.

G. Completed turf shall be tight, smooth, securely attached, and free of exposed fasteners, loose edges, raised seams, or other hazards.

3.06 INFILL INSTALLATION

A. Apply infill uniformly at the rate required by the approved turf manufacturer.

B. Brush or mechanically work infill into turf fibers as necessary to provide uniform distribution and proper blade support.

C. Complete installation shall contain the required quantity and depth of infill.

D. Remove excess infill from adjacent concrete, sidewalks, drains, and other improvements.

3.07 DRAINAGE AND FINISHED GRADES

A. Finished turf shall provide smooth transitions and positive drainage.

B. Correct depressions, birdbaths, irregularities, or other conditions resulting in standing water.

C. Finished surfaces shall transition smoothly to sidewalks, concrete, gates, splash pad areas, and other adjacent improvements without creating abrupt vertical changes or trip hazards.

3.08 FIELD QUALITY CONTROL

A. Inspect completed turf for:

1. Secure seams.
2. Proper perimeter anchorage.
3. Uniform infill.
4. Wrinkles or buckling.
5. Surface irregularities.
6. Proper drainage.
7. Required finished elevations.
8. Safe transitions.

B. Correct deficient areas prior to acceptance.

C. For playground areas, provide required documentation demonstrating that the installed system complies with applicable ASTM F1292 impact attenuation and ASTM F1951 accessibility requirements.

3.09 CLEANING AND PROTECTION

A. Remove turf scraps, excess infill, adhesive residue, packaging, and other debris.

B. Clean adjacent improvements affected by the Work.

C. Protect completed turf from construction traffic, vehicles, equipment, staining, and damage until acceptance.

D. Repair or replace damaged turf before Substantial Completion.

3.10 CLOSEOUT

A. Provide Owner with:

1. Manufacturer's maintenance instructions.
2. Warranty documents.
3. Recommended cleaning and grooming procedures.
4. Recommended infill maintenance procedures.
5. Repair instructions.
6. Extra materials where required by the Contract Documents or manufacturer's standard installation requirements.

END OF SECTION

SECTION 334100
DRAINAGE PIPES AND CULVERTS

SECTION 1 – GENERAL

1.01 DESCRIPTION

A. This Section shall consist of furnishing all materials, labor, tools, equipment, and incidentals and performing all work necessary for the installation of drainage pipe and appurtenances required in connection with the Work. The work shall include excavation, grading, bedding, backfill, connections, and other incidentals necessary for complete installation.

B. Drainage piping shall be provided only where indicated in the Contract Documents, required for connection of improvements included in the Work, or otherwise directed or approved by the ENGINEER. Nothing in this Section shall be construed as requiring installation of a complete storm drainage system where one is not otherwise indicated or required. The manufacturer of certain equipment may require additional or other installation which the contractor should follow as required per the manufacturer's instructions.

1.02 APPLICABLE DOCUMENTS

A. The following publications form a part of this Specification and are applicable to the extent indicated. Reference shall be to the latest edition unless specified otherwise.

1. American Society for Testing and Materials (ASTM).
2. American Association of State Highway and Transportation Officials (AASHTO).
3. American Concrete Institute (ACI), where applicable.

B. Local Building Codes: Any applicable City, County, and State codes applying to the Work.

C. Standard Specifications for State Aid Road and Bridge Construction, latest edition, where specifically referenced herein.

1.03 SUBMITTALS

A. Product Data: Submit manufacturer's product data for drainage pipe, fittings, and related materials proposed for use.

B. Shop Drawings: CONTRACTOR shall submit shop drawings or installation information where required by the ENGINEER. Review by the ENGINEER shall be required prior to incorporation of the subject item into the Work.

SECTION 2 – PRODUCTS

2.01 CORRUGATED POLYETHYLENE PIPE

A. High Density Polyethylene Pipe (HDPE) shall have a full circular cross-section, corrugated exterior, and smooth interior and shall be manufactured in accordance with applicable requirements of AASHTO M 294.

B. Pipe and fittings shall be manufactured from virgin polyethylene compounds meeting applicable ASTM requirements.

C. Fittings and couplings shall be compatible with the pipe furnished and installed in accordance with the manufacturer's recommendations.

D. Bedding material shall be provided for all buried HDPE pipe as required by this Section and the manufacturer's recommendations.

2.02 PVC SCHEDULE 40 SOLID WALL PIPE AND PVC DWV FITTING SYSTEM

A. Scope: This specification covers PVC Schedule 40 solid-wall pipe and PVC DWV fittings used for non-pressure drainage applications associated with the Work.

B. Materials: Pipe shall be manufactured from rigid PVC compounds conforming to ASTM D 1784. PVC Schedule 40 pipe shall conform to ASTM D 1785 and applicable ASTM requirements. Fittings shall be compatible with the pipe furnished.

C. Installation: Installation shall comply with the pipe manufacturer's published installation instructions and all applicable plumbing and building code requirements. Buried pipe shall be installed in accordance with applicable ASTM requirements.

D. Solvent-cement joints shall be made using compatible primer and solvent cement in accordance with the manufacturer's recommendations.

2.03 OTHER PIPE MATERIALS

A. Where conditions require a pipe material other than those specified above, the CONTRACTOR shall submit the proposed pipe, fittings, and installation requirements to the ENGINEER for review and approval prior to installation.

2.04 CONCRETE

A. Where concrete is required in connection with drainage improvements, cement, reinforcement, forms, jointing, and other incidentals shall comply with the applicable requirements of the Contract Documents.

B. Concrete work shall be performed in accordance with applicable requirements of ACI 301 and ACI 318.

2.05 CONTRACTOR'S RESPONSIBILITY

A. The CONTRACTOR shall be responsible for the condition of all excavations made under this Section. Slides, cave-ins, unstable material, or other conditions resulting from the CONTRACTOR'S operations shall be corrected without additional compensation.

2.06 BEDDING MATERIAL

A. Bedding material for buried drainage pipe shall be suitable granular material compatible with the pipe manufacturer's installation requirements and approved by the ENGINEER.

SECTION 3 – EXECUTION

3.01 EXCAVATION

A. The CONTRACTOR shall perform excavation necessary for installation of drainage piping and appurtenances included in the Work.

B. Material suitable for backfilling, in the opinion of the ENGINEER, shall be stockpiled in an orderly manner and a sufficient distance from the excavation to prevent overloading, slides, or cave-ins.

C. Excavated material not required or unsuitable for backfill shall be removed from the Work and legally disposed of.

D. Surface water shall be prevented from entering excavations. Water accumulating within excavations shall be removed by pumping or other approved methods.

3.02 TRENCHES

A. Trenches shall be of sufficient width for proper installation of the pipe.

B. The trench bottom shall be accurately graded and prepared to provide uniform bearing and support for the pipe along its length.

C. Care shall be exercised not to excavate below the required depth. Over-excavated areas shall be backfilled with suitable granular material and thoroughly compacted.

D. Where unstable soil incapable of properly supporting the pipe is encountered, unsuitable material shall be removed to the depth required and replaced with suitable bedding material approved by the ENGINEER.

3.03 DEWATERING/SHORING

A. The CONTRACTOR shall perform all pumping, well pointing, shoring, or other work necessary to maintain excavations in a stable and dry condition during construction. Such work shall be considered incidental to the Work unless otherwise specifically provided.

3.04 BACKFILLING

A. Trenches shall not be backfilled until the installation conforms to the requirements of the Contract Documents.

B. Backfill shall be carefully placed and compacted beneath, around, and above the pipe without damaging or displacing the pipe.

C. Bedding and initial backfill shall be placed and compacted in accordance with the pipe manufacturer's recommendations.

D. Backfill shall be compacted sufficiently to prevent settlement and shall be brought to the surrounding finished grade.

E. Trenches or excavations improperly backfilled, in the opinion of the ENGINEER, shall be reopened to the depth required, corrected, refilled, and recompacted without additional compensation.

3.05 PIPE LAYING

A. Pipe shall be installed in accordance with the manufacturer's recommendations and applicable ASTM requirements.

B. Each pipe shall be laid true to the required line and grade and joined in a manner that provides a continuous drainage path without abrupt offsets or restrictions to flow.

C. The interior of pipe shall be kept free of dirt, debris, and other foreign material during installation.

D. Trenches shall be kept free of water during pipe installation.

E. Open ends of pipe shall be temporarily plugged or sealed at the end of each workday to prevent entrance of dirt, debris, animals, or other foreign material.

3.06 JOINTS AND CONNECTIONS

A. Pipe joints and fittings shall be compatible with the pipe material furnished and shall be installed in accordance with the pipe manufacturer's recommendations.

B. Connections to existing drainage systems, structures, or other improvements shall be made in a neat and watertight manner where applicable.

C. Damaged pipe, fittings, joints, or connections shall be removed and replaced at no additional cost to the OWNER.

3.07 CLEAN-UP

A. After backfill of drainage piping is completed, disturbed areas shall be graded to conform to surrounding grades or the required finished grade, as applicable.

B. The CONTRACTOR shall remove and legally dispose of surplus material, dirt, rubbish, and debris resulting from the Work.

3.08 INSPECTION

A. Prior to final acceptance, the CONTRACTOR and ENGINEER shall inspect drainage improvements installed under this Section.

B. Defective materials, improper workmanship, settlement, obstructions to flow, or other deficiencies shall be corrected by the CONTRACTOR without additional compensation and in a manner acceptable to the ENGINEER.

3.09 MAINTENANCE

A. Until final acceptance, the CONTRACTOR shall be responsible for maintaining drainage piping and associated improvements installed under this Section, including the stability of backfill and finished grades.

B. Settlement, damage, or other deficiencies resulting from the Work shall be repaired by the CONTRACTOR without additional compensation.

END OF SECTION

****BID ENCLOSED****

Bid: Playground for Gluckstadt Community Park

FROM:
Great Southern Recreation
2441-Q Old Fort Parkway #462
Murfreesboro, TN 37128

Certificate of Responsibility No. 20985-SC

Contact:
Brock Beck
Cell - 601-609-2780
Email - brock@greatsouthernrec.com

TO:
Mayor and Board of Alderman
City of Gluckstadt, MS

To be opened:
October 2, 2026 @ 2:00 p.m. CST

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SECTION 004100
BIDDER'S PROPOSAL

PLAYGROUND
FOR
GLUCKSTADT COMMUNITY PARK

DATE: October 2, 2026

PROPOSAL OF Great Southern Recreation
(Name of Bidder)

2441-Q Old Fort Parkway Murfreesboro, TN 37128
(Address of Bidder)

For the Playground at Gluckstadt Community Park,
City of Gluckstadt, Mississippi.

The documents upon which this Proposal is based include the Instructions to Bidders, Bid Forms, General Conditions, Supplementary Conditions, Technical Specifications, applicable drawings, details, exhibits, equipment information, and all supplements, amendments, and Addenda issued for this Project, all of which are made a part hereof by reference.

TO: CITY OF GLUCKSTADT
343 DISTRIBUTION DRIVE
GLUCKSTADT, MISSISSIPPI 39110

Gentlemen:

The following Proposal is submitted on behalf of the undersigned Bidder(s) and no others. Evidence of my (our) authority to submit the Proposal is hereby furnished. The Proposal is submitted without collusion on the part of any person, firm, or corporation.

I (We), the undersigned Bidder(s), certify that I (we) have carefully examined the site of the proposed Work and have inspected the location and condition of all public utilities and existing structures or other facilities on the site or adjacent thereto which may be affected by the proposed construction and fully understand all conditions relative to construction difficulties, hazards, labor, transportation, and all other factors affecting the prosecution of the Work covered by this Proposal.

In accordance with the requirements of the Instructions to Bidders, Bid Forms, Technical Specifications, Supplementary Conditions, General Conditions, equipment information, details, exhibits, and any Addenda, I (we) propose to furnish all necessary materials, equipment, labor, tools, transportation, supervision, and other means of construction and will perform all Work called for by the Contract Documents within the specified Contract Time.

LUMP SUM BID ITEMS

The Bidder shall include in each Lump Sum Bid Item All Work required for the complete installation of the applicable improvements in accordance with the Contract Documents. Refer to Section 011100 – Summary of Work for additional requirements regarding Lump Sum Bid Items.

The following is my (our) Proposal for the Playground for Gluckstadt Community Park.

BID FORM

"Playground for Gluckstadt Community Park"

City of Gluckstadt, Mississippi

****** SPECIAL NOTICE TO BIDDERS:******

BIDS WILL NOT BE CONSIDERED UNLESS ALL ITEM TOTALS ARE ENTERED

PAY ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE DOLLARS & CENTS	ITEM TOTAL DOLLARS & CENTS
1	Mobilization / Demobilization	1.0	LUMP SUM	XXXXXXXXXXX	20,000.00
2	Playground Equipment & Installation	1.0	LUMP SUM	XXXXXXXXXXX	734,721.00
3	Outdoor Fitness Equipment & Installation	1.0	LUMP SUM	XXXXXXXXXXX	160,771.00
4	Splash Pad System & Installation	1.0	LUMP SUM	XXXXXXXXXXX	78,451.00
5	Fencing & Gates	1.0	LUMP SUM	XXXXXXXXXXX	56,876.00
6	Site Preparation & Minor Grading	1.0	LUMP SUM	XXXXXXXXXXX	29,050.00
7	Artificial / Synthetic Turf Systems	1.0	LUMP SUM	XXXXXXXXXXX	135,359.00
8	Concrete Work	1.0	LUMP SUM	XXXXXXXXXXX	114,121.00
				Total Bid	1,329,349.00

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I (We) further propose to execute the Contract Agreement as bound herein within ten (10) calendar days after receipt of Contract Forms from the Owner and to complete all Work no later than August 31, 2027. I (We) agree to pay as liquidated damages the sum of $750.00 for each consecutive calendar day beyond the specified Contract Time as provided in the Contract Documents.

Special Damages: In addition to the amounts provided for liquidated damages, Contractor, in the event of such default, shall pay to the Owner the actual costs, expenses and other losses reasonably incurred by Owner.

I (We) also propose to execute a Performance Bond and a Payment Bond, as shown in the bid package, each in an amount of not less than one hundred percent (100%) of the total of my (our) Bid. These Bonds shall not only serve to guarantee the completion of the Work on my (our) part, but also to guarantee the excellence of both workmanship and materials until the Work is finally accepted.

I (We) enclose a Bid Bond or Certified Check in the amount of five percent (5%) of:
One-million and three-hundred and twenty-nine thousand and ~~Dollars~~ three-hundred and forty-nine, Dollars
($ 1,329,349.00)
(Total Bid Amount)

and hereby agree that in case of my (our) failure to execute the Contract and furnish the Bonds within ten (10) working days after delivery of the Notice of Award, the amount of this check (Bid Bond) will be forfeited to City of Gluckstadt, Mississippi as liquidated damages arising out of my (our) failure to execute the Contract as proposed.

It is understood that in case I (we) am (are) not awarded the Work, the Certified Check or Bid Bond submitted as Bid security will be returned as stipulated in the Contract Documents.

Bidder acknowledges receipt of the following Addenda:

No. 1 Dated 9/21/26	No. _____ Dated _____
No. _____ Dated _____	No. _____ Dated _____
No. _____ Dated _____	No. _____ Dated _____
No. _____ Dated _____	No. _____ Dated _____

Respectfully Submitted,

Great Southern Recreation
Contractor(s)

By: Brock Beck

Title: Territory Manager

Address: 2441-Q old Fort Parkway
Murfreesboro, TN 37128

PLAYGROUND
FOR
GLUCKSTADT COMMUNITY PARK

The names and addresses of all person and parties who will be utilized for subcontract Work in the foregoing Bidder's Proposal are listed below. (The Contractor must list all Subcontractors to the utilized on the Work. Failure to list Subcontractors may cause the Bidder's Proposal to be rejected by the Owner as nonresponsive.) If the Bidder does not propose Subcontractors, so state.

NAME	ADDRESS
Frontier Contracting, LLC	254 West Pagermill Road Grenada, MS 38901
T and M Construction	166 Garden Terrace Drive Oxford, MS 38655

END OF SECTION

SECTION 004519
NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Tennessee

County of Davidson

Brock Beck, being first dully sworn, deposes and says:

(1) He is Territory Manager (Great Southern Recreation), the Bidder that has submitted the attached bid;

(2) Such Bid is genuine and is not a collusive or sham Bid;

(3) Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed Contract; and

(4) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

B. Beck (signature)

Territory Manager (title)

Subscribed and sworn to before me
this the 1st day of October, 2026

Rachel Durham
(signature)

Admin / Notary
(title)

My commission expires 11/0/2027

RACHEL DURHAM
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY

SECTION 004519
NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Tennessee

County of Davidson

Brock Beck, being first dully sworn, deposes and says:

(1) He is Territory Manager (Great Southern Recreation), the Bidder that has submitted the attached bid;

(2) Such Bid is genuine and is not a collusive or sham Bid;

(3) Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed Contract; and

(4) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

B. Beck (signature)

Territory Manager (title)

Subscribed and sworn to before me
this the 1st day of October, 2026

Rachel Durham
(signature)

Admin / Notary
(title)

My commission expires 11/8/2027

RACHEL DURHAM
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY

Capitol Indemnity Corporation
1600 Aspen Commons, Middleton, WI 53562

BID BOND

Bond Number CIC1978947

KNOW ALL PERSONS BY THESE PRESENTS,

That we, Great Southern Recreation, LLC (hereinafter called the "Principal"), as Principal, and the Capitol Indemnity Corporation of Madison, Wisconsin a corporation duly organized under the laws of the State of WI (hereinafter called the "Surety"), as Surety, are held and firmly bound unto City of Gluckstadt (hereinafter called the "Obligee"), in the sum of Five Percent ($5%), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Playground additions, splash pad, rubber surfacing, turf, exercise equipment, concrete walkways; Project #M-3442-1.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 30th day of September, 2026.

This bond automatically expires ninety (90) days from the original bid date.

J. Bailey
(Witness)
JONAS BAILEY

Great Southern Recreation, LLC
(Print Name of Principal) (Seal)

B. Beck
(Signature of Officer of the Principal)

Brock Beck
(Print Name of Officer of the Principal and Title)

Capitol Indemnity Corporation

SEAL

Susan Torbeck
(Signature of Attorney-in-Fact) (Seal)

Thomas Lincoln
(Witness)

Susan Torbeck, Attorney-in-Fact
(Print Name of Attorney-in-Fact and title)

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CAPITOL INDEMNITY CORPORATION
POWER OF ATTORNEY

CIC1978947

Bond Number

KNOW ALL MEN BY THESE PRESENTS, That the **CAPITOL INDEMNITY CORPORATION**, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

----------SUSAN TORBECK----------

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

----------ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: $20,000,000.00----------

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **CAPITOL INDEMNITY CORPORATION** at a meeting duly called and held on the 15th day of May, 2002.

"**RESOLVED**, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the **CAPITOL INDEMNITY CORPORATION** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of November, 2025.

Attest:

Ryan J. Byrnes
Senior Vice President,
Chief Financial Officer and Treasurer

Joseph K. Labieniec
Senior Vice President and Chief Operating Officer

CAPITOL INDEMNITY CORPORATION CORPORATE SEAL WISCONSIN

CAPITOL INDEMNITY CORPORATION

Adam L. Sills
Chief Executive Officer and President

STATE OF WISCONSIN
COUNTY OF DANE } S.S.:

On the 1st day of November, 2025 before me personally came Adam L. Sills, to me known, who being by me duly sworn, did depose and say; that he resides in the County of New York, State of New York; that he is Chief Executive Officer and President of **CAPITOL INDEMNITY CORPORATION**, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

DAVID J. REGELE NOTARY PUBLIC STATE OF WISCONSIN

David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN
COUNTY OF DANE } S.S.:

I, the undersigned, duly elected to the office stated below, now the incumbent in **CAPITOL INDEMNITY CORPORATION**, a Wisconsin Corporation, authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 30th day of September, 20 26.

CAPITOL INDEMNITY CORPORATION CORPORATE SEAL WISCONSIN

Suzanne M. Broadbent
Secretary

THIS DOCUMENT HAS BEEN GENERATED FOR A SPECIFIC BOND. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL 800-475-4450.

CIC-ePOA-M (Rev. 11-2025)

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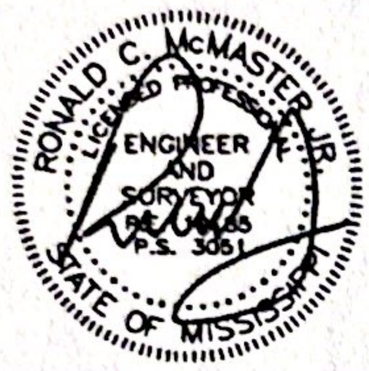
ADDENDUM NO. ONE (1)

Please acknowledge this addendum by signing and emailing it back and enclosing it with your bid proposal.

Ron McMaster, Jr. P.E., P.S.



Acknowledge and email back:
kohl@mcmastereng.com
brandon@mcmastereng.com

Company Name: Great Southern Recreation

By: B. Berk

END OF ADDENDUM NO. ONE (1)

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CERTIFICATE OF LIABILITY INSURANCE

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	CONTACT NAME:	
Miller Loughry Beach Insurance Services, Inc. 214 W. College St. Murfreesboro, TN 37130	PHONE (A/C, No, Ext): (615) 896-9292	FAX (A/C, No): (615) 849-1586
	E-MAIL ADDRESS: mlbsupport@mlbins.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Great Southern Recreation LLC 2441-Q Old Fort Pkwy #462 Murfreesboro, TN 37128	INSURER A : Cincinnati Insurance Company	10677
	INSURER B : Bridgefield Casualty Ins Co	10335
	INSURER C : Starr Surplus Lines Insurance Co	13604
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			ENP 0433248	4/10/2026	4/10/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			ENP 0433248	4/10/2026	4/10/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			ENP 0433248	4/10/2026	4/10/2027	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		196-45848	4/10/2026	4/10/2027	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Rented/Leased Equip			ENP 0433248	4/10/2026	4/10/2027	Deductible $5000	600,000
C	Professional Liabili			TMS1000174251	10/18/2025	10/18/2026	Retention $15,000	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

See policy for specific coverage and exclusions. Abigail Vance Managing Member Excluded on WC

CERTIFICATE HOLDER

For Insured's Records Only

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

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The ACORD name and logo are registered marks of ACORD

CERTIFIED SOUTHERN-BUILT™ INSTALLATION

An official proposal from Great Southern isn't limited to parts from a catalog. We've made a plan for the long-term performance and legacy of the space you're building. You'll want to make sure your playground is Southern-built ™.

Exclusive GSR Labor-backed Warranty: Your warranty doesn't stop with the manufacturer. We match their warranty with one of our own. While a warranty scenario is rare, you won't be stuck installing parts yourself and left to hope the repair is compliant with federal guidelines. GSR will ship your warrantied parts and perform the replacement... for the entire life of the warranty.

The Team Approach: We don't dump your project on an installer you've never met. In all phases of your project you'll have full access to your personal Territory Manager, GSR Safety and Operations Manager, Lead Installers, President and Company Owner.

Personal Investment: Everyone connected to your project is personally invested and follows the GSR mantra of being proud of the work they leave behind.

Compliance: Your installation will be completed by certified professionals holding an up-to-date CPSI certificate. Whether our in-house crews or a certified subcontractor we've worked with for years, you're in good hands. Your playground will be in compliance with all ASTM, CPSC and ADA guidelines.

Truly turn-key: Your installation includes shipping, unloading, staging, assembly and finishing. When we say "turn-key", we won't send you a list of exclusions and things you're responsible for.

YOU'RE IN THE RIGHT PLACE. YOUR BETTER WORLD, STARTS RIGHT HERE.

GreatSouthernRec.com

1.800.390.8438 | Info@GreatSouthernRec.com

GreatSouthernRecreation

State of Mississippi

BOARD OF CONTRACTORS

ACTIVE

GREAT SOUTHERN RECREATION LLC
2441-Q OLD FORT PKWY
MURFREESBORO, TN 37128

is duly registered and entitled to perform

PLAYGROUND & RECREATION EQUIPMENT

We have hereunto set our hand and caused the Seal of the Mississippi Board of Contractors to be affixed this 25 day of Feb., 2026

CERTIFICATE OF RESPONSIBILITY
No. 20985-SC
Expires Feb. 25, 2027

Joel A. Cantrell

CHAIRMAN OF THE BOARD

January 01, 2025

RE: Playcraft Systems—IPEMA, USCPSC, Safety and Accessibility Compliance

To Whom It May Concern:

The playground equipment manufactured under the name Playcraft Systems, when properly installed, and over compliant surfacing, meets or exceeds the current design of safety guidelines found in the CAN/CSA Z614-20, ASTM F-1487-21, ADA and the Consumer Product Safety Commission (USCPSC), where applicable, for playground designed for public use.

Additionally, Playcraft Systems is a member of the International Play Equipment Manufacturers Association (IPEMA), with IPEMA Certified products. IPEMA provides Third Party Certification service whereby a designated independent laboratory validates a manufacture's certification of conformance to ASTM F-1487.

We also offer a wide range of accessible equipment designed to meet the latest guidelines developed by the Federal Access Board.

Please feel free to contact me with any questions.

Sincerely,

C.J. Schatza
Vice President/General Manager
Playcraft Systems. LLC
(541) 955-9199, ext. 101

2025 COMMERCIAL PLAYGROUND EQUIPMENT SPECIFICATIONS



PLAYCRAFT® SYSTEMS

A PLAYCORE Company

123 North Valley Drive - Grants Pass, OR 97526
Tel: **1-541-955-9199** Fax: **1-541-955-6130**

Playcraft Systems' commitment to craftmanship and commitment extends throughout all product offerings. Utilizing superior materials and industry leading manufacturing techniques, our Round 5, Round 3.5, Revolution, and Freestanding Events are tested and validated to be in conformance with ASTM F1487 and CSA Z614-14 Standards.

GENERAL SPECIFICATIONS (Playground Equipment)

Hardware/Fasteners all metal hardware shall be stainless steel, zinc plated, or galvanized as required to resist rust and corrosion. Pinned tamper resistant hardware with thread lock patch shall be used for all principal connections. Hardware Caps shall be a UV-Stabilized, polypropylene based plastic consisting of two parts, a base and crown. Specified hardware is attached through the base to post support and finished with a crown to form a smooth tamper-resistant attachment point. All hardware shall be shipped in individual component-specific hardware packages.

Rotationally Molded Polyethylene shall be manufactured from hot compounded linear low-density polyethylene resins. Hot compounded polyethylene resins include UV inhibitors and anti-static additives providing superior performance, durability, fade resistance (tested to a long term UV16 rating), and a more uniform, colorfast appearance and thickness. All rotationally molded, low-density polyethylene plastic components shall be available in a variety of colors and have an average wall thickness of .250". All components shall comply with ASTM D 638-02 (minimum 2500 PSI tensile strength), ASTM D-790 (Flex Modulus Test), ASTM D-648 (Heat Distortion Temperature Test), ARM-STD (Low Temperature Impact Test).

High Density Polyethylene - (HDPE) Sheet Stock Parts All HDPE components shall be manufactured from 1", 3/4", and 1/2" thick, high-density, hot extruded polyethylene sheet plastic specially formulated for optimum UV stability and color retention. Components shall be cut or machined to size with routed design elements and available in a variety of solid or dual-colors. All HDPE components shall comply with ASTM D1505 (density of .955 g/cc), ASTM D638 (tensile strength of 4000 PSI), D790 (Flex Modulus Test), and D648 (Heat Distortion Temperature Test).

Powder Coating all steel, aluminum, and die cast components shall be thoroughly prepared prior to receiving final powder coat finish. Preparation includes quality inspection of every component and connection, grinding and hand filing of each weld to remove excess material and spatter, cleansing in a multi-step process which includes a hot phosphatizing bath and rinse followed by a non-chrome seal for added corrosion resistance. Components shall be preheated and fully dried prior to receiving a 3-5 mil thick electrostatically applied epoxy primer coating (covering entire component - not just welds) for superior powder adhesion and corrosion resistance. An 8-11 mil thick architectural grade Super Durable polyester TGIC powder shall be electrostatically applied and baked achieving a thickness of 11-16 mils. All polyester powder coatings shall comply with ASTM standards: D-522 (Flexibility Mandrel Test), D-2794 (Impact Resistance Test), B-117 (Salt Spray Weatherability Test), D-3363 (Pencil Hardness Test), D-2454 (Overbake Resistance Test), D-3359B (Adhesion Crosshatching Test). Powder coatings are available in a variety of colors.

PlayTuff™ Coating shall be applied to specific metal components with a 120-160 mil thickness. Prior to PlayTuff™ coating, components shall be thoroughly prepared and cleaned in a multi-stage phosphatizing wash, followed by a uniform application of Playcraft formulated primer. Upon preheating to a minimum of 350 degrees, components shall be dipped in a UV stabilized Polyvinyl Chloride liquid followed by a 400 degree salt cured bath. All Play-Tuff™ Coated Parts shall comply with ASTM D-624 (Tear Strength Test), ASTM D-412 (Tensile Strength Test). PlayTuff™ Coatings shall provide a slip resistant surface and are available a variety of colors.

Tubular Steel and Metal Components shall be heavy-gauge and pre-galvanized including internal corrosion protection. Tube shall be formed and/or fabricated into required components and finished as specified. All tubular steel components shall comply with ASTM standards: A-500/A-513 (Steel Tubing). Prior to receiving Powder Coating or PlayTuff™ Coating, all metal components shall be zinc plated, cadmium plated, or galvanized to resist rust and corrosion.

Steel Walls shall be fabricated using 1.029" O.D. 14 gauge tube steel welded vertically on 4" centers between vertical 1.315" O.D. 12 gauge tube steel balusters and horizontal 1.315" O.D. 12 gauge tube steel rails, top & bottom. Brackets may be welded to the ends of each rail and between the verticals to provide attachment points. Walls shall be finished with a multi-stage baked-on powder coat finish.

Vertical Deck Fillers shall be designed to eliminate the crawl space between decks at different elevations. All deck in-fills shall be made from 12 gauge sheet steel and powder coated after fabrication.

Punched Steel Surfaces steel decks, bridges, ramps, and steps shall be constructed using heavy duty, single piece 12-gauge low carbon sheet steel which shall be formed and fabricated into required designs. Below surface supporting gussets shall be fabricated utilizing 12 gauge sheet steel to insure structural integrity. All punched steel standing surfaces and steps shall receive slip-resistant PlayTuff™ coating with a thickness of 120-160 mils and a uniform 5/16" diameter hole pattern. Deck faces shall have up to 6 attachment slots to accommodate face mounting components. There shall be no unsupported area larger than 1.5 square feet on all deck surfaces. All sheet steel shall conform to ASTM A1011-02.

Post Caps shall be precision die-cast from high strength A-369.1 aluminum alloy and powder coated as specified. Post caps to include Playcraft Systems' exclusive self-sealing design with an overlapping lip (Factory installed and secured in place)

King Collars™ shall be precision die-cast from high strength A-369.1 aluminum alloy and powder coated as specified. King Collars™ to include Playcraft Systems' exclusive dove tail design and face to face connection eliminating string entanglements and extra hardware. King Collars™ shall exhibit a tensile strength of 47,000 PSI and a yield strength of 28,000 PSI.

Climbing Grips shall be precision die-cast from high strength A-369.1 aluminum alloy and coated in a functionalized polyethylene copolymer thermoplastic coating. All thermoplastic coatings shall comply with ASTM standards: ASTM B 2794 (Impact Resistance Test), B-117 (Salt Spray Weatherability Test), ASTM D-638 (Tensile Strength Test). A-369.1 aluminum alloy shall exhibit a tensile strength of 47,000 PSI and a yield strength of 28,000 PSI.

Chain Swings, Chain Nets, Chain Walks and Suspension Bridges shall be 4/0 and/or 5/0 galvanized steel. Chains shall be coated in PlayTuff™ coating coated as required.

Steel-reinforced ropes shall be manufactured with tightly woven, polyester-wrapped, six-stranded galvanized steel cable. Ropes are extremely durable, vandal and abrasion resistant, color stable, and available in a variety of colors.



ROUND-5 PLAY SYSTEM - GENERAL SPECIFICATIONS:

Aluminum Post Mechanical Properties:	
Yield Strength (min):	35,000 PSI
Tensile Strength (min):	38,000 PSI
% Elongation in 2 Inches:	10
Modulus of Elasticity:	10 x 10^6 PSI

Round-5 Aluminum Posts shall be constructed of 5" O.D. round 6061-T6 aluminum tubing with a .125" wall thickness. Each post shall be thoroughly prepared prior to receiving final powder coat finish. All post shall include a self-sealing post cap. Post bases shall include a footing pin for securing posts in cement and shall include a minimum loose fill resilient surfacing sticker to be field installed as required. All aluminum posts shall exhibit the following mechanical properties: Tensile Strength of 38,000 PSI (minimum), Yield Strength of 35,000 PSI (minimum). All posts shall be available in a variety of colors.

Steel Post Mechanical Properties:	
Yield Strength (min):	50,000 PSI
Tensile Strength (min):	55,000 PSI
% Elongation in 2 Inches:	25
Modulus of Elasticity:	30 x 10^6 PSI

Round-5 Steel Posts shall be constructed of 5" O.D. round 11-gauge steel tubing and shall receive a galvanized Flo-Coat inside and out after rolling. Each post shall be thoroughly prepared prior to receiving final powder coat finish. All posts shall include a self-sealing post cap. Post bases shall include a footing pin for securing posts in cement and shall include a minimum loose fill resilient surfacing sticker to be field installed as required. All steel posts shall exhibit the following mechanical properties: Tensile Strength of 55,000 PSI (minimum), Yield Strength of 50,000 PSI (minimum). All posts shall be available in a variety of colors.

Round-5 Attachment Fittings (King Collars™ and Sockets) shall be two-part and precision die-cast from high strength 369.1 aluminum alloy with an ultimate tensile strength of 47,000 PSI and a yield strength of 28,000 PSI. Separate sockets when combined with collars form a unique and versatile method of component-to-post attachment, allowing multiple component attachment points for a cleaner, more balanced design. King Collars™ and Sockets shall be powder coated and available in a variety of colors.

Round-5 Play System Footing Requirements shall vary depending on deck heights, components, and events attached to the structure. Most Round-5 components and posts are available for surface or in-ground mounting.



ROUND-3.5 PLAY SYSTEM - GENERAL SPECIFICATIONS:

Aluminum Post Mechanical Properties:	
Yield Strength (min):	35,000 PSI
Tensile Strength (min):	38,000 PSI
% Elongation in 2 Inches:	10
Modulus of Elasticity:	10 x 10^6 PSI

Round-3.5 Aluminum Posts shall be constructed of 3-1/2" O.D. round 6061-T6 aluminum tubing with a .125" wall thickness. Each post shall be thoroughly prepared prior to receiving final powder coat finish. All post shall include a self-sealing post cap. Post bases shall include a footing pin for securing posts in cement and shall include a minimum loose fill resilient surfacing sticker to be field installed as required. All aluminum posts shall exhibit the following mechanical properties: Tensile Strength of 38,000 PSI (minimum), Yield Strength of 35,000 PSI (minimum). All posts shall be available in a variety of colors.

Steel Post Mechanical Properties:	
Yield Strength (min):	50,000 PSI
Tensile Strength (min):	55,000 PSI
% Elongation in 2 Inches:	25
Modulus of Elasticity:	30 x 10^6 PSI

Round-3.5 Steel Posts shall be constructed of 3-1/2" O.D. round 11-gauge steel tubing and shall receive a galvanized Flo-Coat inside and out after rolling. Each post shall be thoroughly prepared prior to receiving final powder coat finish. All posts shall include a self-sealing post cap. Post bases shall include a footing pin for securing posts in cement and shall include a minimum loose fill resilient surfacing sticker to be field installed as required. All steel posts shall exhibit the following mechanical properties: Tensile Strength of 55,000 PSI (minimum), Yield Strength of 50,000 PSI (minimum). All posts shall be available in a variety of colors.

Round-3.5 Attachment Fittings (King Collars™ and Sockets) shall be two-part and precision die-cast from high strength 369.1 aluminum alloy with an ultimate tensile strength of 47,000 PSI and a yield strength of 28,000 PSI. Separate sockets when combined with collars form a unique and versatile method of component-to-post attachment, allowing multiple component attachment points for a cleaner, more balanced design. King Collars™ and Sockets shall be powder coated and available in a variety of colors.

Round-3.5 Play System Footing Requirements shall vary depending on deck heights, components, and events attached to the structure. Most Round-3.5 components and posts are available for surface or in-ground mounting.



REVOLUTION SYSTEM - GENERAL SPECIFICATIONS:

Revolution Direct-Bolt Double-Wall Post System (Patent Pending). shall be constructed utilizing (4) primary components: Double-wall mounting sleeves, Core post, Top cap, and Bottom cap. Each mounting sleeve shall be precision die-cast from a high-strength A369.1 aluminum alloy specially formulated to withstand corrosion in harsh climates/environments. Die Cast Sleeves shall be 5” diameter and individually finished with a smooth machined surface. All mounting sleeves shall include factory drilled and threaded component attachment holes. Nylon Plugs shall be included for attachment holes not utilized during play structure assembly. Core post shall be constructed of 3-1/2" O.D. 11-gauge galvanized steel tubing exhibiting the following mechanical properties: Tensile Strength of 55,000 PSI and Yield Strength of 50,000 PSI. Top cap shall be precision die-cast from a high-strength A-369.1 aluminum alloy specially formulated to withstand corrosion in harsh climates/environments with a powder coated as specified. Post caps to include Playcraft Systems’ exclusive self-sealing design with an overlapping lip and are factory installed and secured in place with a self-sealing rivet. Post caps are available in a variety of colors. Bottom Cap shall be precision die-cast from a high-strength A-369.1 aluminum alloy specially formulated to withstand corrosion in harsh climates/environments with a powder coated as specified and factory installed.

Steel Post Mechanical Properties:	
Yield Strength (min):	50,000 PSI
Tensile Strength (min):	55,000 PSI
% Elongation in 2 Inches:	25
Modulus of Elasticity:	30 x 10^6 PSI

Tubular Steel and Metal Components shall be heavy-gauge and pre-galvanized including internal corrosion protection. Tube shall be formed and/or fabricated into required components and finished as specified. All tubular steel components shall comply with ASTM standards: A-500/A-513 (Steel Tubing). Prior to receiving Powder Coating or PlayTuff™ Coating, all metal components shall be zinc plated, cadmium plated, or galvanized to resist rust and corrosion.

Revolution Play System Footing Requirements shall vary depending on post heights, components, and events attached to the structure. Most Revolution components and posts are available for surface or in-ground mounting.

coloring by material

IMPORTANT: The colors shown are for illustration purposes [illegible] may vary. Contact your [illegible] for accurate color samples.

Playcraft offers one of the largest selections of material color in the industry, allowing your playground to meet any need when it comes to visual appearance.

POWDER-COATING



Metal components receive a multi-stage powder-coating process with a highly durable protective finish unparalled in the industry, and the added texture effect of our Metaluxe powder-coat colors can add a soft and elegant look.

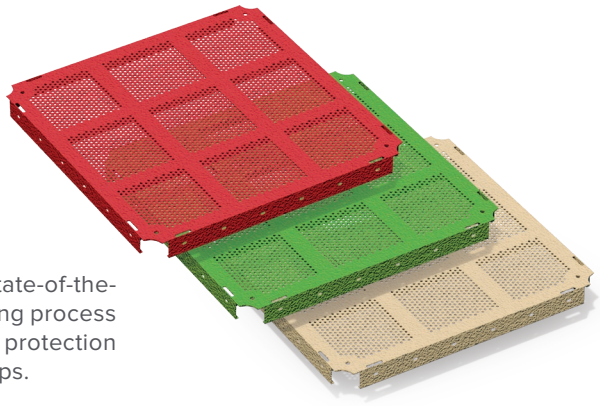
- crater lake blue
- pacific blue
- horizon blue
- forest green
- fern green
- sprout green
- sunshine yellow
- autumn yellow
- campfire orange
- rhubarb red
- bing cherry red
- sweet plum
- wildflower purple
- bigfoot brown
- acorn brown
- driftwood tan
- charcoal black
- smoke gray
- gull gray
- snowcap white

METALUXE POWDER-COAT

- oxide red
- blaze copper
- alloy tan
- carbon gray
- steel blue
- sterling white
- patina teal
- ironstone green

PLAY-TUFF COATING

- pacific blue
- forest green
- sprout green
- rhubarb red
- bigfoot brown
- driftwood tan
- gull gray



Our in-house state-of-the-art Play-Tuff coating process offers unmatched protection on decks and steps.



Our ultra-tough fabrics come in a wide variety of colors and provide superior protection from harmful ultra-violet rays.

SHADE CANOPY FABRIC

- blue
- green
- lime green
- red
- light blue
- tan
- yellow
- gray

SCAN TO VISIT OUR EXPANDED COLOR GUIDE:

ELEMENTS OF COLOR



ROTO-MOLDING PLASTIC

Using hot-blended color compounded resins, our roto-molded products stay bright and colorful even after years of play.

- crater lake blue
- pacific blue
- horizon blue
- coastline teal
- forest green
- fern green
- mossy green
- sprout green
- sunshine yellow
- campfire orange
- rhubarb red
- snapdragon pink (NEW)
- wildflower purple
- wild lavender
- bigfoot brown
- acorn brown
- driftwood tan
- timber ash gray
- gull gray
- gray granite
- sand granite
- forest granite
- rhubarb granite
- pacific granite



HDPE LAYERED PLASTIC

- brown/ tan
- blue/ tan
- crater lake blue/tan
- forest green/ tan
- tan/ brown
- tan/ blue
- tan/ red
- tan/ forest green
- seaglass teal/ white
- blue/ yellow
- red/ yellow
- spring green/ white
- gull gray/ black
- blue/ white
- red/ white
- black/ white
- yellow/ blue
- yellow/ red
- yellow/ black



HDPE SOLID PLASTIC

- crater lake blue
- pacific blue
- seaglass teal
- forest green
- spring green
- sunshine yellow
- campfire orange
- rhubarb red
- wildflower purple
- gull gray
- driftwood tan
- charcoal black

Our high-density polyethylene sheet plastic is available in solid and layered colors for a variety of design opportunities.





IMPORTANT: The colors shown are for illustration purposes only. Actual colors may vary. Contact your Playcraft Distributor for accurate color samples.

ELEMENTS COLOR

SWING SEATS

Slash Proof Seats are constructed from durable elastomer and come in a vairety of colors.

blue | green | yellow

red | tan | black





THERMO PLASTIC COATING

Our Thermoplastic Polyethylene coating is an environmentally responsible choice.

pacific blue | forest green | rhubarb red

bigfoot brown | gull gray



PLAY-CORD CABLE

Cables are made from tightly woven, abrasion-resistant, nylon-wrapped, multi-strand galvanized steel cable.



blue | black

green | red



QUALITY YOU CAN TRUST
LIFETIME WARRANTY
PLAYCRAFT SYSTEMS

© 2025 Playcraft Systems | 123 North Valley Drive Grants Pass, OR 97526 | Toll Free: **1-800-333-8519**

INDUSTRY LEADING WARRANTY

Every product we manufacture is designed with quality, safety and value in mind. Every project we undertake is an opportunity to prove that Playcraft Systems is setting a new standard and raising the bar in all ELEMENTS OF QUALITY.



Playcraft Systems® warrants its products to be free from defects in materials and workmanship, when properly used, serviced and installed in accordance with published specifications, for a period of one (1) year from the original date of invoice. Playcraft Systems® further warrants as follows:

LIFETIME LIMITED WARRANTY

on all stainless steel hardware, metal posts, aluminum posts, aluminum caps and aluminum clamps against structural failure due to natural deterioration or corrosion, or defects in materials or workmanship.

TWENTY- FIVE (25) YEAR LIMITED WARRANTY

on all cast aluminum Spring Rider castings against structural failure due to defects in materials or workmanship.

FIFTEEN (15) YEAR LIMITED WARRANTY

on all metal rails, metal slides, handles, rungs, loops and walls, all Play-Tuff™ coated perforated steel decks, steps, and bridges, all rotationally molded and HDPE sheet plastic components, excluding recycled plastic components, against structural failure due to defects in materials or workmanship.

TEN (10) YEAR LIMITED WARRANTY

on all shade canopy fabric made of UV Stabilized HDPE monofilament yarn and tape against significant fading.

FIVE (5) YEAR LIMITED WARRANTY

on all Play-Cord™ and Net-Effects™ cables and connectors against breakage and failure due to defects in materials or workmanship.

FIVE (5) YEAR LIMITED WARRANTY

on all Playcraft System® powder coating against cracking and/or peeling due to normal climatic exposure.

THREE (3) YEAR LIMITED WARRANTY

on all springs, Net-Effects™ rubber belting, moving swing parts, swing seats and other swing components, as well as all recycled plastic components against failure due to defects in materials or workmanship.

ONE (1) YEAR LIMITED WARRANTY

on all moving parts, and their integrated components, and on any other product or part not specifically covered above against failure due to defects in materials and workmanship.

All warranties above commence on the date of the original invoice from Playcraft Systems® For the purpose of this warranty, the term LIFETIME encompasses no specific number of years, but rather that Playcraft Systems® warrants to its original customer, for as long as the original customer owns the Products and uses the Products for their intended purpose, that any Products and all components will be free from defects in materials and workmanship. The warranty stated above is valid only if the products and finishes: (1) are assembled and installed in conformity with the layout plan and installation instructions furnished by Playcraft Systems®; (2) have been maintained and inspected in accordance with Playcraft Systems® maintenance information and other normal and prudent practices; (3) have been subjected to normal use for the purpose for which the products were designed and intended; (4) have not been subjected to misuse, abuse, vandalism, accident or neglect; (5) have not been altered in any manner including, but not limited to, incorporating unauthorized or unapproved parts; and (6) have not been modified, altered, or repaired by persons other than Seller's designees in any respect which, in the judgment of Seller, affects the condition or operation of the equipment. This warranty does not cover: (1) cosmetic damages or defects resulting from scratches, dents, marring, rough handling, improper installation methods, fading, discoloring or weathering; (2) damage due to extreme or prolonged exposure to "Environmental Factors", such as wind-blown sand, salt water, salt spray and airborne emissions from industrial sources (sulfur, acids, chemicals, or corrosive agents, other than normal photochemical smog); (3) damage caused by environmental hazards and "Acts of God", such as hail, flooding, lightning, tornadoes, sandstorms, earthquakes, windstorms, and other extreme weather conditions; or (4) normal wear and tear. No warranty is made with regard to gloss retention or uniformity of gloss and color retention. If any products covered by this warranty fail within the time period applicable to a defective product, Playcraft Systems® shall, upon being notified of the defect in writing, at its sole option, either repair the defective products or replace the defective products within 90 days of receipt of the written notification. Repair or replacement as provided in this section shall be the purchaser's exclusive remedy and purchaser expressly agrees that Playcraft Systems® shall not be responsible for any other damages, losses, or costs, including consequential and incidental damages, claimed by purchaser. Playcraft Systems® shall deliver the repaired or replacement products to the purchaser free of charge, but shall not provide labor, reimbursements for labor or reimburse any other costs associated with the removal or disposal of the defective products and/or the installation of any replacement products. Notwithstanding the previous sentence, Playcraft Systems® shall not pay for any costs of shipping replacement parts outside of the continental United States. Any products replaced or repaired consistent with this paragraph shall be guaranteed for the balance of the original warranty period. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE REMEDIES PROVIDED HEREIN SHALL BE THE EXCLUSIVE AND SOLE REMEDIES OF THE ORIGINAL PURCHASER. PLAYCRAFT SYSTEMS® IS NOT LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH MAY ARISE FROM THE PURCHASE, USE OR MISUSE OF ITS PRODUCTS. SOME STATES DO NOT ALLOW THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS EXCLUSION MAY NOT APPLY. PLAYCRAFT SYSTEMS® NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME OR IMPLY ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OR USE OF THE EQUIPMENT SOLD. To make a claim under the terms of this warranty, purchaser must submit a written statement detailing the nature of the warranty claim, including an itemization of each defective condition, along with a copy of the original invoice, maintenance records and supporting photographs to Playcraft Systems®, 123 North Valley Drive, Grants Pass, Oregon 97526. Due to our ongoing commitment to product development and Improvement, Playcraft Systems® reserves the right to change, modify or discontinue certain products without notice. (Rev. R)

EVERY PRODUCT WE MANUFACTURE IS DESIGNED WITH SAFETY, QUALITY AND VALUE IN MIND.

Our highly experienced engineering team continually develops new products while refining existing ones with the latest materials and CAD/CAM - computer-aided drafting and manufacturing technology. After design and fabrication, each new product is tested for conformance with safety and performance standards for public playground equipment by the American Society of Testing Materials International (ASTM F1487) and the U.S. Consumer Product Safety Commission (USCPSC).
All of our products meet or exceed the design and safety guidelines found in the ASTM F1487 and USCPSC publications for playground equipment designed for public use.

We also offer a wide range of accessible equipment designed to meet the latest guidelines developed by the Federal Access Board. For detailed information on these guidelines, please feel free to contact us at 1-800-333-8519. You can also contact the U.S. Architectural and Transportation Barriers Compliance Board at 1-800-872-2253 or visit them online at www.access-board.gov

Playcraft Systems® is a member of the International Play Equipment Manufacturers Association (IPEMA), a member-driven organization whose mission is to assist in providing safe environments for children's play. In the interest of playground safety, IPEMA provides a Third Party Certification Service whereby a designated independent laboratory validates a manufacturer's certification of conformance to ASTM F1487 (excluding sections 10 and 12.6.1) Standard Consumer Safety Performance Specification for Playground Equipment for Public use and CSA-Z614 Standards. The use of the IPEMA certification logo in the Playcraft Systems® buyer's guide signifies that Playcraft Systems® has received written validation from the independent laboratory that the products associated with the use of the logo conform with the requirements of the indicated standard (excluding Sections 10 and 12.6.1). Please understand that development of new and existing products and certification of these products is an ongoing process. For a list of our currently IPEMA CERTIFIED products, please visit the IPEMA website at www.ipema.org or visit our website at www.playcraftsystems.com

Standards and Development Organizations

The American Society of Testing & Materials International (ASTM) is one of the largest voluntary standards development organizations in the world, a trusted source for technical standards for materials, products, systems, and services. Known for their high technical quality and market relevancy, ASTM standards have an important role in the information infrastructure that guides design, manufacturing and trade in the global economy. In 1993, ASTM published Standard Consumer Safety Performance Specifications for Playground Equipment for Public Use, designated as F1487-93. The standard was reprinted in 1995 and 1998 and revised in 2001, 2005, 2007, 2011 and 2017 with the new designation F1487-17. The ASTM establishes minimum acceptable performance specifications for everything from access components to surfacing.

The United States Consumer Product Safety Commission (USCPSC) is charged with protecting the public from unreasonable risks of serious injury or death from more than 15,000 types of consumer products under the agency's jurisdiction. The USCPSC is committed to protecting consumers and families from products that pose a fire, electrical, chemical, or mechanical hazard or can injure children. The USCPSC's work to ensure the safety of consumer products - such as playground equipment - contributed significantly to the decline in the rate of deaths and injuries associated with consumer products over the past 30 years. The USCPSC's Handbook for Public Playground Safety is a key reference tool for the playground industry, including specifications for the use of playground equipment and recommendations concerning age-related designs and play components.

CSA International is a Nationally Recognized Testing Laboratory (NRTL) accredited by OSHA and ANSI in the United States and by SCC in Canada. CSA International tests and certifies products following standardized test protocols-in laboratories across North America. As a solutions-oriented organization, CSA works in Canada and around the world to develop standards that address real needs, such as enhancing public safety and health, advancing the quality of life, helping to preserve the environment and facilitating trade.

TUV Product Service, an international testing and certification organization, is a European Union Notified and Competent Body providing services which include product testing and certification. The European Harmonized Standard for Commercial Playground Equipment, EN 1176, is the TUV standard for commercial playgrounds. For complete EN 1176 details, contact your Playcraft representative.

For more information, contact the ASTM at:
100 Barr Harbor Drive,
West Conshohocken, PA
19428-2959
Tel: (610) 832-9585 or
visit the ASTM online at
www.astm.org

For more information, contact the USCPSC at:
U.S. Consumer Product
Safety Commission
Washington, D.C.
20207-0001
Tel. (800) 638-2772
or online at www.cpsc.gov

For more information, contact CSA at:
Tel. (866) 797-4272
(416) 747-2661 or online at
www.csa-international.org

For more information, contact TUV America at:
Tel. (800) 888-0123
(978) 573-2500 or online at
www.tuvam.com

GREAT SOUTHERN
RECREATION

Project References

Candler Park : Atlanta GA
Downtown Cary Park : Cary NC
Lakeshore Park : Knoxville TN
Chason Park : Bainbridge GA
Mill Ridge Park : Nashville TN
Ravenwood Park : Nashville TN
Douglasville Town Green : Douglasville GA
Chickasabogue Park : Mobile County AL
Finlay Park : Columbia SC
Fannie Mae Dees Park : Nashville TN
Ted Wright Park : Warner Robins GA
Founders Park : Leland NC
Sulpher Springs Park : MS
Linwood Springs : Gastonia NC

GREAT SOUTHERN
RECREATION

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GREAT SOUTHERN RECREATION

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Candle Park

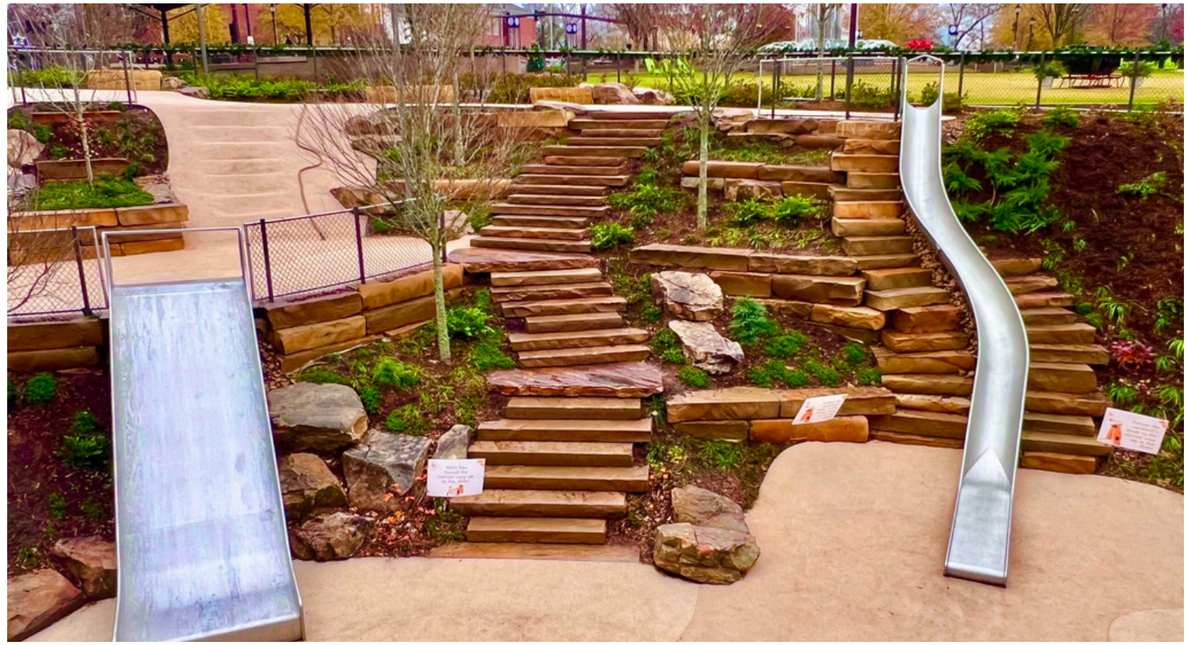
Atlanta Parks and Rec

Samuel Clausell
skclausell@atlantaga.gov

2024









GREAT SOUTHERN RECREATION

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chris@greatsouthernrec.com
info@greatsouthernrec.com

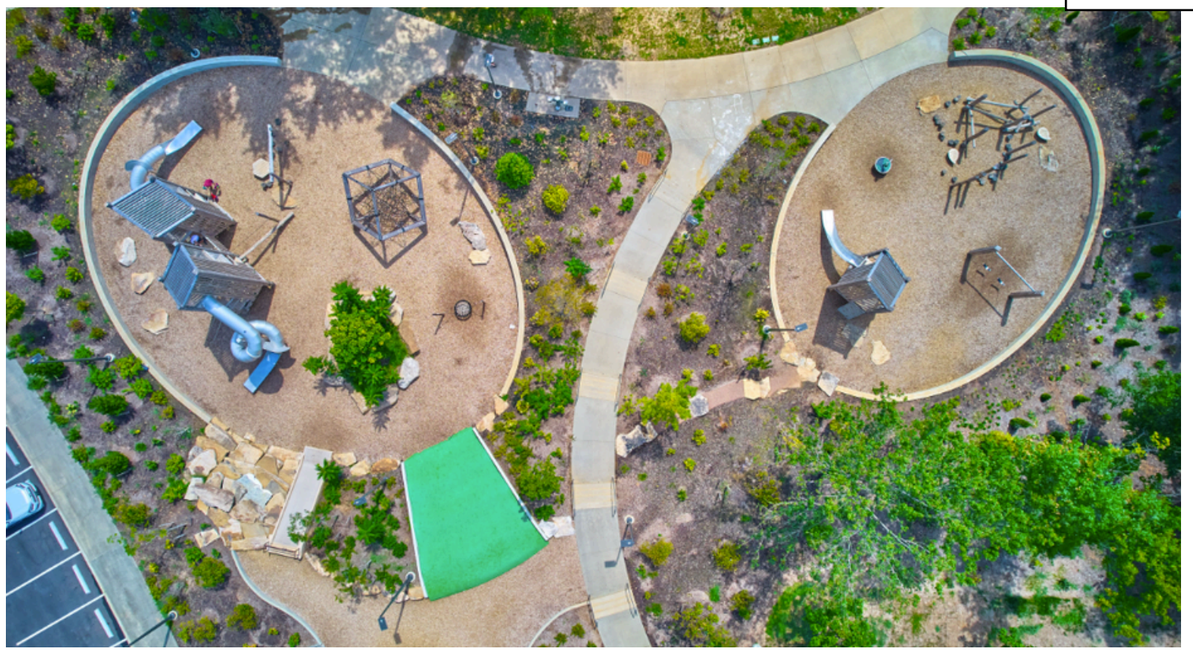
Downtown Cary Park

City of CAry

John Collins
john.collins@carync.gov

2023









GREAT SOUTHERN RECREATION

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info@greatsouthernrec.com

Lakeshore Park

City of Knoxville Parks & Rec

Tom McAdams
tmcadams@lakeshoreparkknoxville.org

2024









GREAT SOUTHERN RECREATION	615-631-1809 1-800-390-8438 chris@greatsouthernrec.com info@greatsouthernrec.com	**Chason Park**	*City of Bainbridge*	John Parker jparker@bainbridgecity.com	2023









GREAT SOUTHERN RECREATION

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chris@greatsouthernrec.com
info@greatsouthernrec.com

Mill Ridge Park

Nashville Metro Parks

Joseph Stovall
joseph.stovall@nashville.gov

2023









GREAT SOUTHERN RECREATION

615-631-1809
1-800-390-8438
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info@greatsouthernrec.com

Ravenwood Park

Nashville Metro Parks

Joseph Stovall
joseph.stovall@nashville.gov

2022









GREAT SOUTHERN RECREATION
615-631-1809
1-800-390-8438
chris@greatsouthernrec.com
info@greatsouthernrec.com

Douglasville Town Green

City of Douglasville

Shajra Thrasher
thrashers@douglasvillega.gov

2022









GREAT SOUTHERN RECREATION

615-631-1809
1-800-390-8438
chris@greatsouthernrec.com
info@greatsouthernrec.com

Chickasabogue Park

Mobile County Parks

Beverly Terry
Beverly.terry@mobilecountyal.gov

2025



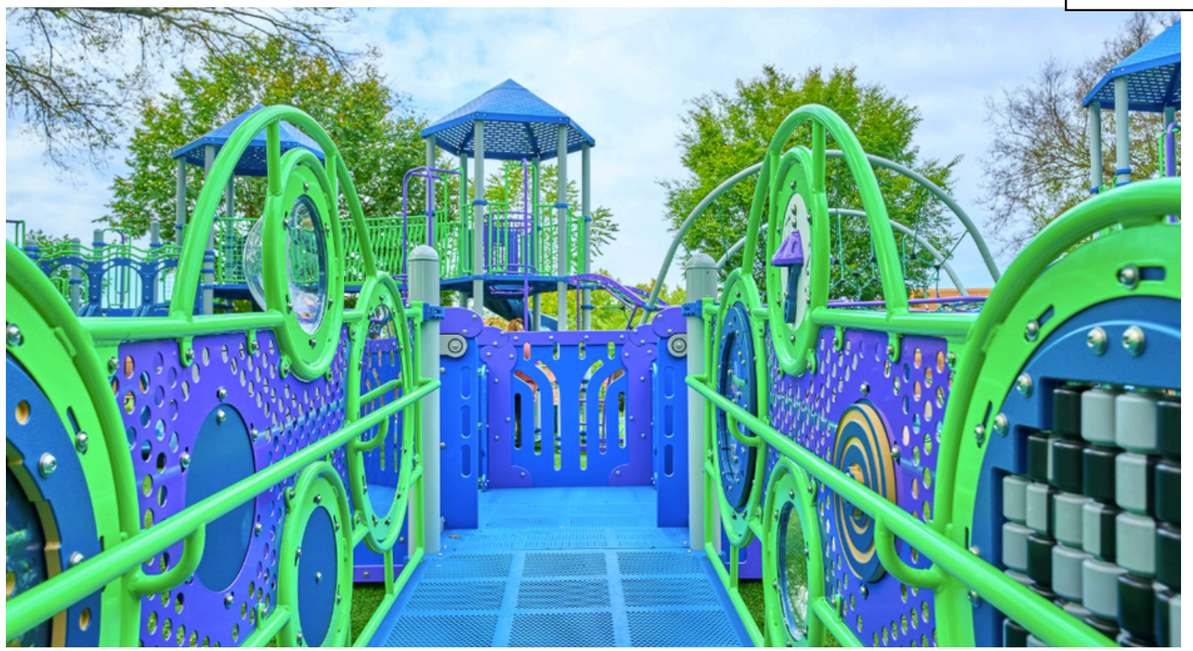






GREAT SOUTHERN RECREATION	615-631-1809 1-800-390-8438 chris@greatsouthernrec.com info@greatsouthernrec.com	**Finlay Park**	*City of Columbia*	Todd Martin Walter.Martin@columbiasc.gov	2026









GREAT SOUTHERN RECREATION

615-631-1809
1-800-390-8438
chris@greatsouthernrec.com
info@greatsouthernrec.com

Fannie Mae Dees Park

Metro Nashville Parks

Joseph Stovall
joseph.stovall@nashville.gov

2025









GREAT SOUTHERN RECREATION

615-631-1809
1-800-390-8438
chris@greatsouthernrec.com
info@greatsouthernrec.com

Ted Wright Park

City of Warner Robins

Preston Pooser
ppooser@wrga.gov

2022









GREAT SOUTHERN RECREATION

615-631-1809
1-800-390-8438
chris@greatsouthernrec.com
info@greatsouthernrec.com

Founders Park

Town of Leland

Will Lear
wlear@townofleland.com

2025









GREAT SOUTHERN RECREATION

615-631-1809
1-800-390-8438
chris@greatsouthernrec.com
info@greatsouthernrec.com

Sulpher Springs Park

Mobile County Parks

Josh Jeffcoat
jjeffcoat@jhharchitects.com

2022









GREAT SOUTHERN RECREATION

615-631-1809
1-800-390-8438
chris@greatsouthernrec.com
info@greatsouthernrec.com

Linwood Springs

City of Gastonia

Tripp White
tripp.white@gastonianc.gov

2025

STATE OF TENNESSEE
DEPARTMENT OF COMMERCE AND INSURANCE
BOARD FOR LICENSING CONTRACTORS
Mailing Address: 500 JAMES ROBERTSON PARKWAY
NASHVILLE, TENNESSEE 37243-1150
TELEPHONE: 800-544-7693 OR (615) 741-8307 OR FAX (615) 532-2868
http://tn.gov/commerce/boards/contractors/
Email: Contractors.Home-Improvement@TN.Gov

Tennessee's Bid Preference Law

This is to confirm the bid preference law for those contracting in other states bordering Tennessee. Our state requires the same of nonresident contractors as they do of resident contractors. This statute is found in T.C.A. 12-4-801 and states in part, should the bidder on a public construction project in this state be a resident of another state contiguous to Tennessee, a like reciprocal preference is allowed.

Attached is a copy of the law, under Tennessee Code Annotated, Title 12, Chapter 4 and Part 8. This may also be downloaded from the LexisNexis law resource at www.michie.com

Should you need information regarding the reciprocity agreements relative to obtaining a Tennessee contractors license, this information is available from our Board's website at: http://tn.gov/commerce/boards/contractors/

Posted: 2/3/11

Tennessee Code Annotated
Title 12
Public Property, Printing And Contracts

Part 8
—Bidding Preferences

12-4-801. Definitions. —

As used in this part, unless the context otherwise requires:

(1) "Public construction project" means and includes a public works project as defined in title 9, chapter 21;

(2) "Responsible bidder" means a person who has the capacity in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance; and

(3) "Responsive bidder" means a person who has submitted a bid which conforms in all material respects to all documents, whether attached or incorporated by reference, utilized for soliciting bids.

[Acts 1990, ch. 1062, § 2.]

12-4-802. Allowance of bidding preferences — Reciprocity. —

Whenever the lowest responsible and responsive bidder on a public construction project in this state is a resident of another state which is contiguous to Tennessee and which allows a preference to a resident contractor of that state, a like reciprocal preference is allowed to the lowest responsible and responsive bidder on such project who is either a resident of this state or is a resident of another state which does not allow for a preference to a resident contractor of that state.

[Acts 1990, ch. 1062, § 3.]

PLAYGROUND FOR GLUCKSTADT COMMUNITY PARK
Gluckstadt, MS

October 2, 2026 --- 2:00 pm

Pelican Playgrounds, LLC
5208 Magazine Street #116
New Orleans, LA

MS Contractor License No. 24001-SC







PELICAN PLAYGROUNDS

pelicanplaygrounds.com
844.504.PLAY(7529)



TABLE OF CONTENTS

1. Introduction - PAGE 3
Meet Pelican Playgrounds, project team, company history and qualifications

2. Design Options, Bid Bond, & Addendum - PAGE 9
According to the General Specifications in the Bid, the big playground area, Youth Exercise area, and Outdoor Gym area have PIP surfaing. The 40 yard dash has turf surfaing along with the open areas in area in the big playground. Layout & 3-D renderings, itemized bill of materials, custom color options, and equipment highlights.
The Bid Bond and Addendum are included in this section

3. Project Pricing - PAGE 75

4. Project Process & Timeline - PAGE 77

5. Specifications & Materials, & Warranties - PAGE 78
Product information and warranties for equipment, and materials.

6. Ongoing Customer Support - PAGE 129
Complimentary Pelican Playgrounds Preservation Program

7. Safety Certifications and Pelican Playgrounds COI - PAGE 131
IPEMA, ASTM F1487, ISO9001:2015, ISO14001:2015
CPSI, MS Contractors, and MS Certificate of Good Standing

8. References & Relevant Experience - PAGE 141

9. Required Documentation for Non-Resident Contractors - PAGE 144
Requirement for bid submissions as defined in MS Code 31-3-21

SECTION 1

WHO WE ARE

- Full-service commercial playground & outdoor recreation company
- Serving Mississippi & Louisiana
- In-house design services
- Certified installation team
- Inclusive play experts
- Certified Playground Safety Inspectors
- Recreation Installation Specialist Certifications





WE'RE ON A MISSION TO BUILD JOY!

BIG OR SMALL, WE DO IT ALL

PLANNING

- Site Visits
- Design & Accessibility Planning
- 3D Renderings & Flyover Videos
- Architect Resources

TURNKEY INSTALLATION

- Inclusive Products
- On-Site Management
- Safety Surfacing
- Certified Installation

ONGOING SUPPORT

- Seasonal Maintenance
- Warranties & Repairs
- Safety Inspections

OUR SERVICES



September 15, 2026

Pelican Playgrounds LLC
5208 Magazine Street #116
New Orleans, LA. 70115

City of Gluckstadt
Playground for Gluckstadt Community Park

To Whom It May Concern,

Pelican Playgrounds is pleased to present our proposal for the Playground for Gluckstadt Community Park. The concepts outlined in the following pages reflect our commitment to creating vibrant, inclusive play environments that enhance recreational opportunities for children and families throughout the community. Thoughtfully designed with accessibility, durability, safety, and play value in mind, the proposed playground at Gluckstadt Community Park offers engaging experiences that encourage active play, social interaction, and imaginative exploration. We are honored to have the opportunity to partner with the City of Gluckstadt in bringing this exciting playground to life for its residents and visitors.

I encourage you to get to know our team via the following pages and reach out to our local references. We pride ourselves on excellent service and ongoing relationships with our customers. Pelican Playgrounds is a small business, local to the Gulf South, with a mighty footprint. We have two Mississippi-based team members always ready to help our customers.

We work closely with our USA-based manufacturing partner, Playworld. Recently, Playworld celebrated their 50th year in the commercial playground business and our family has been with them for 25+ of those years. We also believe in pouring back into the local economy by selecting construction material suppliers local to your city when possible.

Know that we will support your parks & playgrounds with ongoing maintenance, inspections, and replacement parts for many years to come. We take safe, accessible, and inclusive play spaces seriously and it's our mission for every child & family in Mississippi to have a safe place they can run and play.

Finally, of course, we are available to answer any questions that result from the committee's review of this submission. Thank you for the opportunity.

Playfully,

Lauren Knight, President & Owner
&
Alex Wilcox, Mississippi Territory Manager
601.510.4511 • awilcox@pelicanplaygrounds.com

Family-Owned Company History

Daughter-father team Lauren Knight and Michael Parody have spent countless hours together on playground builds over the last 35+ years. The family company, UltiPlay Parks & Playgrounds Inc., has been in operation for over 25 years. In 2019, they expanded to the Gulf South with a recreation agency in Louisiana & Mississippi: Pelican Playgrounds. Together, Lauren and Michael founded Pelican Playgrounds on the belief that children (and adults!) thrive when given ample opportunity to be outdoors to run and play. Pelican Playgrounds' offerings include design, sales, installation, maintenance, inspections, and ongoing service of playgrounds & outdoor recreation products. Through various manufacturing partnerships, Pelican Playgrounds can provide equipment, safety surfacing, turf, courts, customs, outdoor fitness equipment, splash pads, shade structures, shelters, benches, tables, and other site amenities.

Our Team Experience

Alex Wilcox, CPSI, RISC - Mississippi Sales & Project Manager
Alex has over 15 years in the park & recreation industry. He's managed large-scale events and team members with consistency and positive reviews. He handles each project with attention and care and will make himself available for any of your needs.

Alan Mumbower, CPSI, RISC - Director of Sales
Alan has over 9 years in the Outdoor Recreation and Playground Industry. He's coordinated sales, designs, and construction of projects across the State of Mississippi. He lives in Madison County and is dedicated to the attention and care of our projects.

Roger Tassin, CPSI, RISC - Lead Installer
7+ years of experience installing playgrounds, shade structures, concrete, safety surfacing, and other recreational equipment.

Lauren Knight, CPSI, RISC – President & Owner
Lauren has over 15 years of operations management experience including several years in the public school facilities sector. Since the inception of Pelican Playgrounds in January 2019, she has directed every project in the state of Mississippi and several a year in Louisiana.

Michael Parody, CPSI - Vice President
Michael has over 30 years of experience in the design, sales, and installation of playgrounds. He owns two playground companies covering a total of 8 states. Before transitioning to the playground industry, Michael worked as a civil engineer.

Definitions of Safety Certifications

CPSI: Obtained from coursework and testing through the National Park and Recreation Association. The Certified Playground Safety Inspector certification program provides the most comprehensive and up-to-date training on playground safety issues including hazard identification, equipment specifications, surfacing requirements and risk management methods.

RISC: Recreation Installation Specialist Certification is obtained from coursework and testing through the National Playgrounds Contractors Association.

YOUR PROJECT TEAM



Alex Wilcox

Mississippi Territory Manager
CPSI, RISC



Roger Tassin

Lead Installer
CPSI, RISC



Alan Mumbower

Director of Sales
CPSI, RISC



Anna Laufhutte

Territory Support Specialist
CPSI, RISC



Lauren Knight

President
CPSI, RISC,
Certified in Special Education



Dana Grubbs

Inclusive Playground Designer
CPSI

SECTION 2

WE BUILD FOR YOUR COMMUNITY

We are pleased to present our proposal for the Gluckstadt Community Park project for the City of Gluckstadt. This project represents an important investment in the community by providing a high-quality recreational environment designed to promote active play, social interaction, and meaningful outdoor experiences for children and families.

Our proposal has been developed with a focus on safety, accessibility, durability, and long-term play value, while providing a variety of engaging play opportunities for children of varying ages and abilities. The proposed playground is intended to complement the vision for Gluckstadt Community Park while providing a welcoming and enjoyable recreational space that will serve the community with multi-generational recreation opportunities for years to come.



VISION FOR GLUCKSTADT PARK

Our design is built around multi-generational, inclusive play. From toddlers taking their first steps to seniors enjoying a morning walk to teens hanging out after school, this park will have something for every stage of life.

The park is designed to be more than ADA-compliant; it's inclusive for all visitors. Inclusive play for all isn't just a phrase for us, it's the foundation every decision is built on.

This design concept envisions Gluckstadt Park as a destination playground unlike anything within miles — one that will draw families, build community pride, and put Gluckstadt on the map.

Designed with **inclusive play, multi-generational** elements and **destination-level amenities** at its core, this park will serve Gluckstadt families for generations to come.

The design encompasses two primary zones: **a vibrant Upper Play Area** for children ages 2–12 anchored by a signature **Playworld Sky Tower** and playground equipment, a **Waterplay splash area**, outdoor musical instruments.

A **dynamic Lower Area** features **TrekFit fitness equipment**, an outdoor youth fitness area, and varied fitness equipment for adults and seniors.

Together, these zones create a true destination where every member of the Gluckstadt community can find their place to play.

PARK DESIGN CONCEPT





City of Gluckstadt Playground

Gluckstadt, MS

26-19601A

Sales Representative

PELICAN PLAYGROUNDS

Equipment Manufacturer

PLAYWORLD
The world needs play.



City of Gluckstadt Playground
Gluckstadt, MS

26-19601A

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PELICAN PLAYGROUNDS

Equipment Manufacturer
PLAYWORLD
The world needs play.

POST & COMPONENT	ROTOMOLD PLASTIC	2-COLOR PLASTIC	PLASTISOL
Blue	Forest Green	Forest Green-Sand	Brown
White	Graystone	Blue-White	Gray
Forest Green	Blue		

ROPE	SHADE
Black	Green



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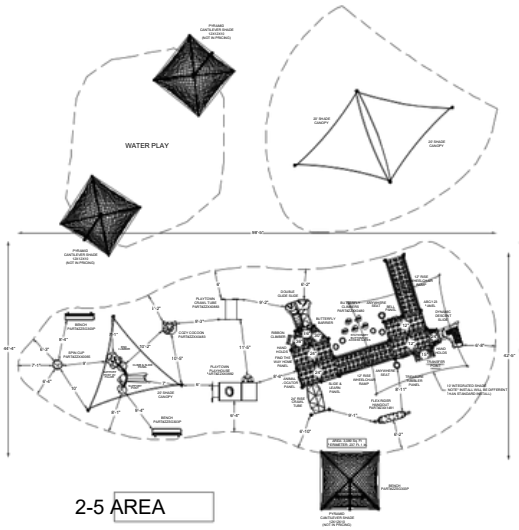


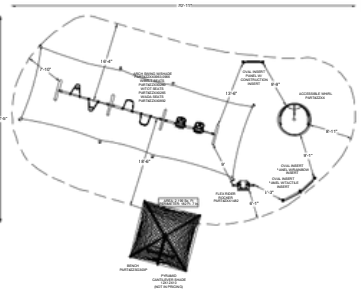
2-5 AREA

ADA SCHEDULE

	Accessible Elevated Activities	Accessible Ground-Level Activities	Accessible Ground-Level Play Types
Required	12	4	6
Provided		16	

Total Elevated Play Activities: 12

Total Ground-Level Play Activities: 16

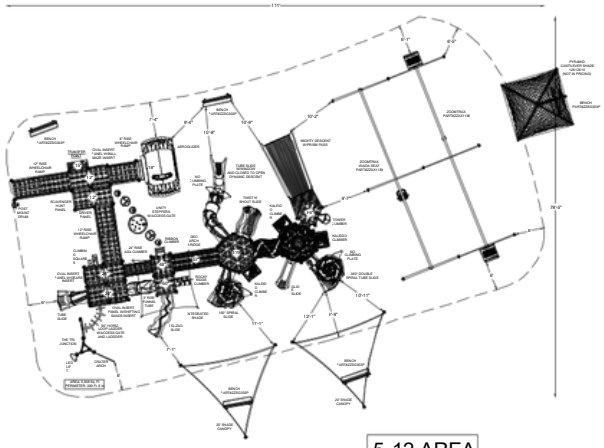


ADA SCHEDULE

	Accessible Elevated Activities	Accessible Ground-Level Activities	Accessible Ground-Level Play Types
Required	0	0	0
Provided		11	4

Total Elevated Play Activities: 0

Total Ground-Level Play Activities: 11



5-12 AREA

ADA SCHEDULE

	Accessible Elevated Activities	Accessible Ground-Level Activities	Accessible Ground-Level Play Types
Required	20	9	5
Provided		11	5

Total Elevated Play Activities 29

Total Ground-Level Play Activities: 11

*PLAYGROUND SUPERVISION REQUIRED

PLAYWORLD

Playworld
1000Buffalo Road
Lewisburg, PA
17837-9795 USA

EQUIPMENT SIZE:
38'2" X 33'11" X 13'3"
69'2"X48'4"X27'5"

USE ZONE:
98'5" X 44'4"
111' X78'5"

AREA:
3,089 Sq. Ft.
5,938Sq.Ft.

PERIMETER:
237 Ft. 1 In.
309Ft.6In.

FALL HEIGHT:
9 Ft.
3Ft

USER CAPACITY:
269

AGE GROUP:
5-12, 2-5

- ✓ ASTM F1487-21
- ✓ CPSC #325

PROJECT NO:
26-19601A

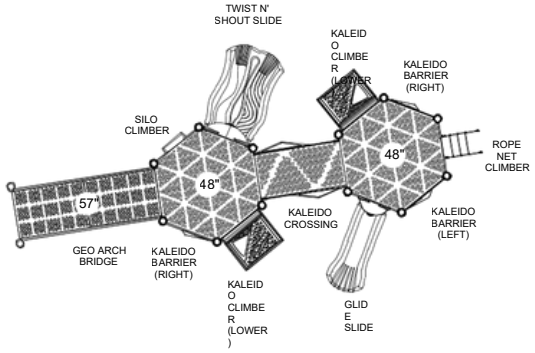
SCALE:
NOT TO SCALE

DRAWN BY:
CHIP ZECHMAN

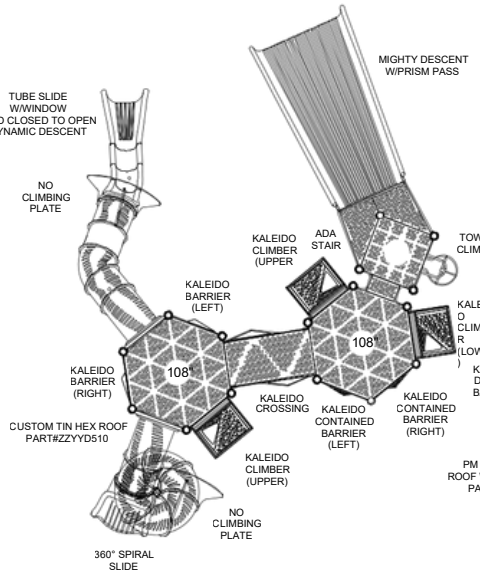
DATE:
30 SEP 2026

Paper Size
B

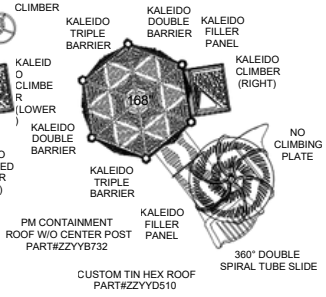
CITY OF GLUCKSTADT PLAYGROUND GLUCKSTADT, MS



4' LEVEL



9' LEVEL



14' LEVEL

*PLAYGROUND SUPERVISION REQUIRED

PLAYWORLD

Playworld
1000Buffalo Road
Lewisburg, PA
17837-9795 USA

NOTES:

1) This tower detail is a diagram of the individual level layouts of the tower portion of your play structure, showing the detailed component layout of each level.

2) This tower detail is not to scale and is meant for reference purposes only. It should not be used in obtaining accurate measurements for any of the equipment shown unless otherwise noted on the drawing.

3) This design configuration is the property of this firm and Playworld Systems[a] and may not be reproduced or used in any manner without the expressed written consent of this firm and Playworld Systems[a].

TOWER DETAIL: DETAIL A

PROJECT NO: 26-19601A

SCALE: NOT TO SCALE

DRAWN BY: CHIP ZECHMAN

Paper Size B

DATE: 25-SEP-2026

CITY OF GLUCKSTADT PLAYGROUND GLUCKSTADT_MS

City of Gluckstadt Playground Equipment List

Design Number: 26-19601A - Bill Of Material

Ref. No.	Part No.	Description	Quantity
		FirstPlay	
1	ZZFP4000	SUPPORT POST	2
2	ZZFP4002	CLIMB AND SLIDE PANEL	1
3	ZZFP4004	END CLIMBER	1
4	ZZFP4006	SUPPORT POST FILLER	1
		Posts	
5	ZZPM0006	5in OD X 96in STEEL POST W/ RIVETED CAP	9
6	ZZPM0008	5in OD X 108in STEEL POST W/ RIVETED CAP	15
7	ZZPM0016	5in OD X 120in STEEL POST W/ RIVETED CAP	5
8	ZZPM0026	5in OD X 132in STEEL POST W/ RIVETED CAP	13
9	ZZPM0046	5in OD X 156in STEEL POST W/ RIVETED CAP	7
10	ZZPM0066	5in OD X 180in STEEL POST W/ RIVETED CAP	3
11	ZZPM0078	5in OD x 205in STEEL POST W/RIVETED CAP	2
12	ZZPM0128	5in OD x 192in STEEL POST W/RIVETED CAP	3
13	ZZPM0268	5in OD x 229in STEEL POST W/CAP	9
14	ZZPM0357	5in x 84in STEEL POST w/CAP	5
15	ZZPM0385	5in OD X 174in SHADE POST (24in AND 36in DECKS)	4
16	ZZPM0386	5in OD x 198in LARGE SHADE HAT POST- (48in & 60in DECK)	4
17	ZZPM0392GZ	5in OD X 346in STEEL POST W/ RIVETED CAP	6
18	ZZPM0820	12in DECK STEEL FILLER POST (PM)	2
19	ZZPM0840	24in DECK STEEL FILLER POST (PM)	2
20	ZZPM0891	FILLER POST- MIGHTY DESCENT SLIDE 96in DECK (PM)	1
		Decks & Kick Plates	
21	ZZPM0616	SQUARE COATED DECK ASSEMBLY	3
22	ZZPM0617	TRIANGULAR COATED DECK ASSEMBLY	3
23	ZZPM0619	HEX COATED DECK ASSEMBLY	4
24	ZZPM0629	LONG COATED DECK ASSEMBLY	8
25	ZZPM2510	6in DECK TO DECK KICK PLATE	2
26	ZZPM2530	12in DECK TO DECK KICK PLATE	3
27	ZZUN2290	COATED DECK TO DECK CONNECTION KIT	9
		Slides	
28	ZZPM2727	TWIST AND SHOUT (48in DECK)	1
29	ZZPM3006	30in ROUND TUBE SLIDE ENTRANCE/EXIT	2
30	ZZPM3044	DYNAMIC DESCENT - ENT & EXIT - ROTO PANEL CLOSED TO OPEN	1
31	ZZPM3126	GLIDE SLIDE (48in DECK)	1
32	ZZPM3236	ZIGZAG SLIDE (60in DECK)	1
33	ZZPM3424	DYNAMIC DESCENT SLIDE - BALCONY ENT/SLIDE A SIDE EXIT	1
34	ZZPM3538	NUVO 36in DOUBLE SLIDE	1
35	ZZPM4695	MIGHTY DESCENT W/PRISM PASS	1
36	ZZPM6862	HILL SLIDE PLATFORM	2
37	ZZUN2981	NO CLIMB GUARD - TUBE SLIDE - STRAIGHT, LEFT, RIGHT	1
38	ZZUN3007	30in ROUND STRAIGHT TUBE SECTION	4
39	ZZUN3008	30in ROUND LEFT TUBE SECTION	18
40	ZZUN3009	30in ROUND RIGHT TUBE SECTION	1

City of Gluckstadt Playground Equipment List

Design Number: 26-19601A - Bill Of Material

Ref. No.	Part No.	Description	Quantity
41	ZZUN3026	ROUND TUBE SLIDE SUPPORT LEG 7ft	1
42	ZZUN3029	ROUND TUBE SLIDE SUPPORT LEG 4ft	1
43	ZZUN3038	30in ROUND STRAIGHT TUBE SECTION W/ WINDOW	1
44	ZZUN3401	DYNAMIC DESCENT SLIDE - STRAIGHT SECTION	1
45	ZZUN3403	DYNAMIC DESCENT SLIDE - LEFT TURN SECTION	1
46	ZZUN3411	DYNAMIC DESCENT SUPPORT LEG - 2ft - 6in	1
		SkyTower Slides	
47	ZZPM3004	CONTAINED TUBE SLIDE ENTRY/ EXIT	1
48	ZZUN2982	NO CLIMB GUARD - SHORT SPIRAL TUBE - LEFT	1
49	ZZUN2984	NO CLIMB GUARD - TALL SPIRAL TUBE - LEFT, RIGHT	1
50	ZZUN3474	CTR POST & SUPPORT ARMS FOR 15ft & 14ft SPIRAL TUBE SLIDE	1
51	ZZUN3475	CTR POST & SUPPORT ARMS FOR 9ft SPIRAL TUBE SLIDE	1
		Barriers	
52	ZZPM4190	SMALL HAND HOLD	4
53	ZZPM4288	ACCESS GATE	4
54	ZZPM4291	BUTTERFLY PANEL	1
		Activity Panels	
55	ZZPM4297	ABC & 123 PANEL	1
56	ZZPM4318	FIND THE WAY HOME PANEL	1
57	ZZPM4328	ANIMAL LOCATOR PANEL	1
58	ZZPM4386	DRIVER PANEL	1
59	ZZPM4446	SLIDE-N-LEARN PANEL	1
60	ZZPM4457	TREASURE TUMBLE PANEL	1
61	ZZPM4546	SCAVENGER HUNT (DECK LEVEL)	1
62	ZZPM4578	ANYWHERE SEAT	2
63	ZZPM4807	OVAL INSERT PANEL (DECK MOUNT)	3
64	ZZPM4808	OVAL INSERT PANEL (GROUND LEVEL)	3
65	ZZUN4786	RAINBOW INSERT	1
66	ZZUN4787	TACTILE INSERT	1
67	ZZUN4793	CONSTRUCTION PANEL INSERT	1
68	ZZUN4795	GEAR PANEL INSERT	1
69	ZZUN4798	BALL MAZE PANEL INSERT	1
70	ZZUN4806	SHIFTING SANDS PANEL INSERT	1
		SkyTower Barriers	
71	ZZPM4371	CONTAINMENT KALEIDOBARRIER FOR 60in DECK SPAN- LEFT	1
72	ZZPM4372	CONTAINMENT KALEIDOBARRIER FOR 60in DECK SPAN- RIGHT	1
73	ZZPM4373	KALEIDOBARRIER 44in TALL- LEFT	2
74	ZZPM4374	KALEIDOBARRIER 44in TALL- RIGHT	3
75	ZZPM4383	HEX KALEIDO FILLER PANEL	2
76	ZZPM4384	HEX KALEIDO DOUBLE BARRIER	2
77	ZZPM4385	HEX KALEIDO TRIPLE BARRIER	2
78	ZZPM6729	CONTAINMENT LEVEL FILLER BRACKET	1
		Audible Activities	
79	ZZPM4588	BELL PANEL	1

City of Gluckstadt Playground Equipment List

Design Number: 26-19601A - Bill Of Material

Ref. No.	Part No.	Description	Quantity
	80ZZPM4649	POST MOUNT DRUM	1
	Roofs & Arches		
	81ZZPM4716	12ft SQUARE HAT SHADE	1
	82ZZPM4718	20ft SQUARE HAT SHADE	1
	83ZZPM9699	20ft SHADE CANOPY	5
	84ZZPM9720	HEX TOWER CONTAINMENT ROOF	1
	Crawl Tubes		
	85ZZPM5694	VERTICAL S ADVENTURE TUBE 2.0	1
	86ZZPM5698	ADVENTURE CRAWL TUBE FUNNEL (GROUND TO DECK) 2.0	1
	Overhead Events		
	87ZZPM5770	LEG LIFT	1
	88ZZPM5850	90 DEGREE HORIZONTAL LOOP LADDER	1
	89ZZPM5960	OVERHEAD EVENT ACCESS LADDER (24in DECK)	1
	Bridges		
	90ZZPM6381	KALEIDOCROSSING CATWALK	2
	91ZZPM6968	10ft GEO ARCH BRIDGE	1
	SkyTower Climbers		
	92 ZZPM6730	KALEIDOCLIMBER	3
	Climbers		
	93ZZPM7086	CLIMBING SQUARES BLOCK CLIMBER (24in)	1
	94ZZPM7170	8ft TOWER CLIMBER	1
	95ZZPM7237	ROPE LADDER- 48in DECK	2
	96ZZPM7950	SILO CLIMBER (48in DECK)	1
	97ZZPM7966	ROCKY RIDGE CLIMBER (60in DECK)	1
	98ZZPM8289	RIBBON CLIMBER (36in DECK)	1
	99ZZPM8290	RIBBON CLIMBER (48in DECK)	1
	ADA Items		
	100ZZPM7328	6in RISE DK-DK WHEELCHAIR RAMP W/ GUARDRAILS	1
	101ZZPM7330	AEROGLIDER DECK EXTENSION FOR WHEELCHAIR RAMPS	1
	102ZZPM7537	GROUND TO DECK WHEELCHAIR RAMP W/ GUARDRAILS (12in RISE)	2
	103ZZPM7539	DECK TO DECK WHEELCHAIR RAMP W/ GUARDRAILS (12in RISE)	2
	104ZZPM8230	DECK TO DECK ACCESSIBLE CLIMBER (24in RISE)	1
105	ZZUN7336	AEROGLIDER	1
	106ZZUN9390	6in WHEELCHAIR RAMP CENTER SUPPORT	2
	107ZZUN9400	18in WHEELCHAIR RAMP CENTER SUPPORT	2
	Ground Zer0 Climbers		
	108ZZPM8457	THE CRATER ARCH	1
	109ZZPM9079	TRI JUNCTION	1
	Stairs and Ladders		
	110ZZPM9168	12in ACCESSIBLE STEPPED PLATFORM (DECK TO DECK)	1
	Additional Tool & Maintenance Kits		
	111ZZUN1471	INSTALLER HARDWARE KIT	1
	112ZZUN9930	PIPE SYSTEMS MAINTENANCE KIT W/ AEROSOL	1

City of Gluckstadt Playground Equipment List

Design Number: 26-19601A - Bill Of Material

Ref. No.	Part No.	Description	Quantity
113	ZZXX0678	LABEL KIT- COMPOSITE STRUCTURE - ASTM	1
114	ZZXXGNGUID	GENERAL INSTALLERS GUIDE	1
	Balance		
115	ZZUN7136	UNITY STEPPER - SMALL	3
116	ZZUN7137	UNITY STEPPER - MEDIUM	2
117	ZZUN7138	UNITY STEPPER - LARGE	1
118	ZZUN7140	STATIONARY BUTTONS (12in)	3
119	ZZUN7146	STATIONARY BUTTONS (18in)	1



Youth Exercise Area
for Gluckstadt Community Park

PELICAN PLAYGROUNDS

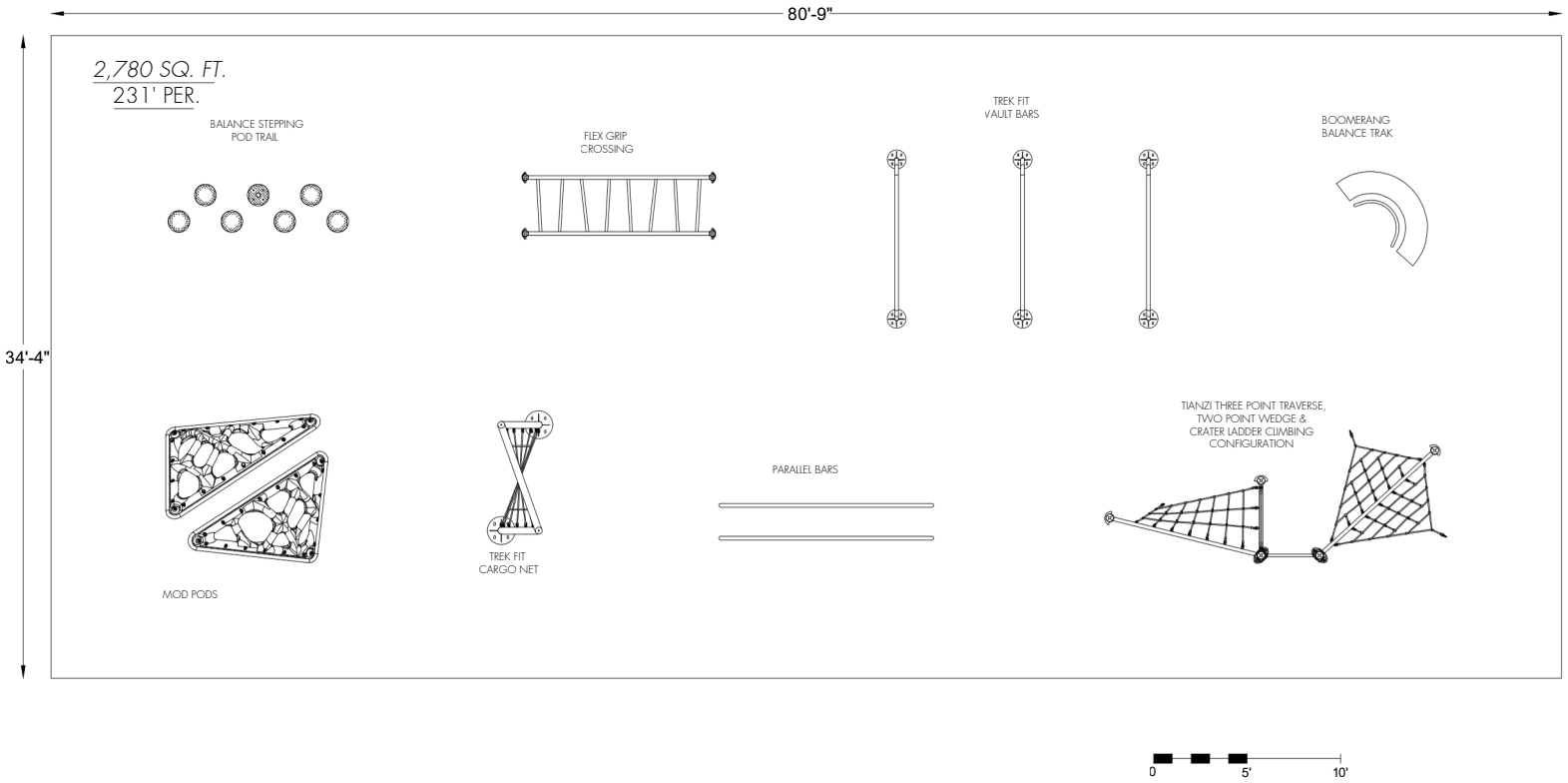
Equipment Manufacturer PLAYWORLD



Youth Exercise Area
for Gluckstadt Community Park

PELICAN PLAYGROUNDS

Equipment Manufacturer PLAYWORLD



*PLAYGROUND SUPERVISION REQUIRED

PLAYWORLD

PELICAN PLAYGROUNDS

EQUIPMENT SIZE:

USE ZONE:
80'9" X 34'4"

AREA:
2,780 SqFt.

PERIMETER:
231 Ft.

FALL HEIGHT:
8 Ft.

AGE GROUP:
5-12

✓ ASTM F1487-25
✓ CPSC #325

PROJECT NO:
917 20 ALL

SCALE:
SEE BAR SCALE

DRAWN BY:
DANA GRUBBS

Paper Size
B

DATE:
25-SEP-2026

Playground for Gluckstadt Community Park

Youth Exercise Area for Gluckstadt Community Park

Compliance and Technical Data Reference Document: ASTM F1487

Ref. No.	Part No.	Qty.	Description	Unit ASTM Status	Total Weight (lbs)	Pre-Consumer Recycled Content (lbs)	Post-Consumer Recycled Content (lbs)	CO2e Footprint (kgs)	Users	Install Hours	Concrete (Yds3)	Active Play Events

ASTM F1487

The lay-out for this custom playscape, design number 91726-ALE, has been configured to meet the requirements of the ASTM F1487 standard. In addition, each of the above components listed as "Certified" have been tested and are IPEMA certified. Components listed as "Not Applicable" do not fall within the scope of the ASTM F1487 standard and have not been tested. IPEMA certification can be verified on the IPEMA website, www.ipema.org. In the interest of playground safety, IPEMA provides a Third Party Certification Service which validates compliance.

2010 ADA Standards for Accessible Design

The lay-out was also designed to meet the 2010 Standards published 15-Sep-2010, by the Department of Justice when installed over a properly maintained surfacing material that is in compliance with ASTM F1951 "Accessibility of Surface Systems Under and Around Playground Equipment" as well as ASTM F1292, "Impact Attenuation of Surfacing Materials Within the Use Zone of Playground Equipment", appropriate for the fall height of the structure.

Installation Times

Installation times are based on one experienced installer. A crew of three experienced individuals can perform the installation within the given time, each member working 1/3 of the given hours. [Eg. Installation Time = 30 hours. For a crew of three, each member will work 10 hours on the installation for a total of 30 hours on the project.]

Carbon Footprint

The CO2e (carbon footprint given in Kilograms and Metric Tons) listed above is a measure of the environmental impact this play structure represents from harvesting raw materials to the time it leaves our shipping dock. Playworld Systems nurtures a total corporate culture that is focused on eliminating carbon producing processes and products, reducing our use of precious raw materials, reusing materials whenever possible and recycling materials at every opportunity. Playworld Systems elected to adopt the Publicly Available Specification; PAS 2050 as published by the British Standards Institute and sponsored by Defra and the Carbon Trust. The PAS 2050 has gained international acceptance as a specification that measures the greenhouse gas emissions in services and goods throughout their entire life cycle.

Pre-Consumer Recycle Content

A measurement, in pounds, that qualifies the amount of material that was captured as waste and diverted from landfill during an initial manufacturing process and is being redirected to a separate manufacturing process to become a different product. E.g. 100% of our Aluminum Tubing is made from captured waste material during the manufacturing process of extruded Aluminum products such as rods, flat bars and H-channels.

Post-Consumer Recycle Content

A measurement, in pounds, that qualifies the amount of material that was once another product that has completed its lifecycle and has been diverted from a landfill as a solid waste through recycling and is now being used in a Playworld Systems' product. E.g. **20% to 40% of the steel in our steel tubing and sheet steel have been diverted from landfills. Automobiles are scrapped and recyclable steel is purchased by the steel mill that produces our raw product.

** The amount of Post-Consumer recycled steel fluctuates daily based on the availability of the recycled steel.


WATERPLAY
BY MAKR
Gluckstadt City Park
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WATERPLAY
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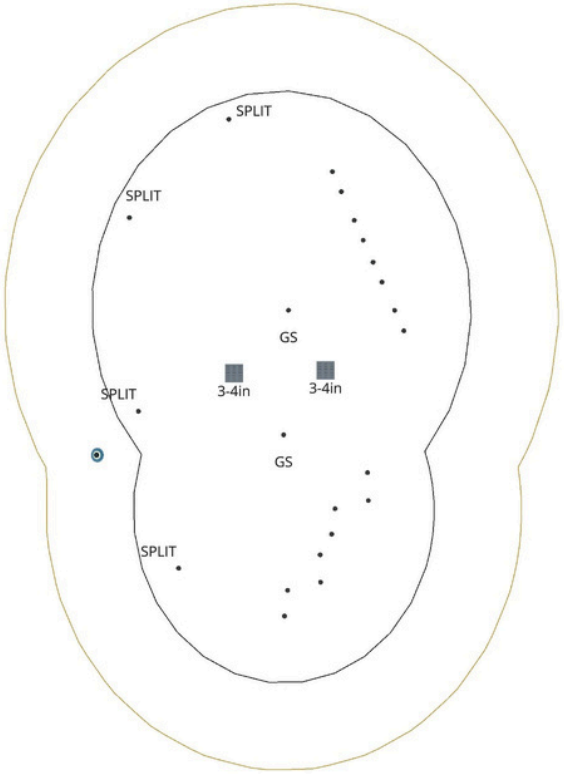
NOT FOR CONSTRUCTION PURPOSES

NOTES:
1. MAIN AQUATIC PLAY PAD AREA: 563 SQ
TOTAL AREA, INCLUDING OVERSPRAY ZONE: 1089 SQ
2. TO AVOID POTENTIAL DAMAGE TO SURROUNDING SOFTSCAPE AND TO KEEP PEDESTRIAN TRAFFIC FROM GETTING WET, WATERPLAY RECOMMENDS A MINIMUM OVERSPRAY OF 2.44 METRES (8'). FOR AREAS WITH HIGH WINDS, A LARGER OVERSPRAY ZONE MAY BE REQUIRED.
3. GRADE SURROUNDING OUTSIDE PERIMETER LANDSCAPE TO PROVIDE ADDITIONAL DRAINAGE AWAY FROM OVERSPRAY PAD.
4. SLOPES (INCLUDING MAIN AND OVERSPRAY AREAS) TO PROVIDE POSITIVE DRAINAGE TO DRAINS. IF CODE REQUIRES THAT THERE BE A ZONE SLOPING AWAY FROM THE MAIN AREA, WATERPLAY RECOMMENDS AN ADDITIONAL DRY ZONE TO MEET THAT REQUIREMENT.
5. SLAB GRADES SUBJECT TO ENGINEER APPROVAL (NOTE ADA MAX CROSS SLOPE GRADE IS 2%).



IMPERIAL	32 x 44

FOR INFORMATIONAL PURPOSES ONLY. LOCAL LANDSCAPE ARCHITECT, ENGINEER AND/OR APPROPRIATE AUTHORITIES HAVING JURISDICTION MUST COMPLETE ALL PARK LAYOUT, MECHANICAL & ELECTRICAL DESIGN PRIOR TO CONSTRUCTION.

DESIGNED IN:
WATERPLAY INTERACTIVE

DESIGNED BY:
Waterplay Solutions Corp
Waterplay Solutions Corp

1:124	2026-09-30

Gluckstadt City Park

WATERPLAY BY MAKER
805 Crowley Avenue, Kelowna BC
Canada V1Y 7G6
TEL. (250) 712-3393 FAX (250) 861-4814
info@waterplay.com

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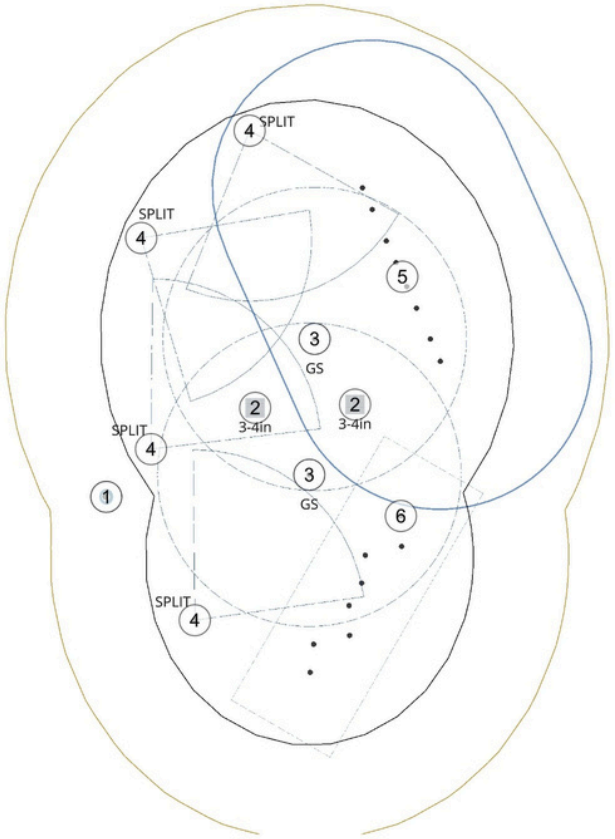
CODE	SKU	COMPONENT NAME	QTY	GPM
1	0010-1854	ACTIVATOR POWER POST	1	-
2	DRA-00003	DRAIN SQUARE 3IN OR 4IN OUTLET	2	-
3	0010-7478	GS GEYSER	2	6
4	0010-7482	GS SPLIT SPURT	4	1.5
5	0010-7497	GS SPRAY TUNNEL 8 (GS GEYSER)	1	48
6	0010-9816	GS TEAM EFFECT	1	8

NOT FOR CONSTRUCTION PURPOSES



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DESIGNED IN:
WATERPLAY INTERACTIVE

DESIGNED BY:
Waterplay Solutions Corp
Waterplay Solutions Corp

1:114	2026-09-30

Gluckstadt City Park

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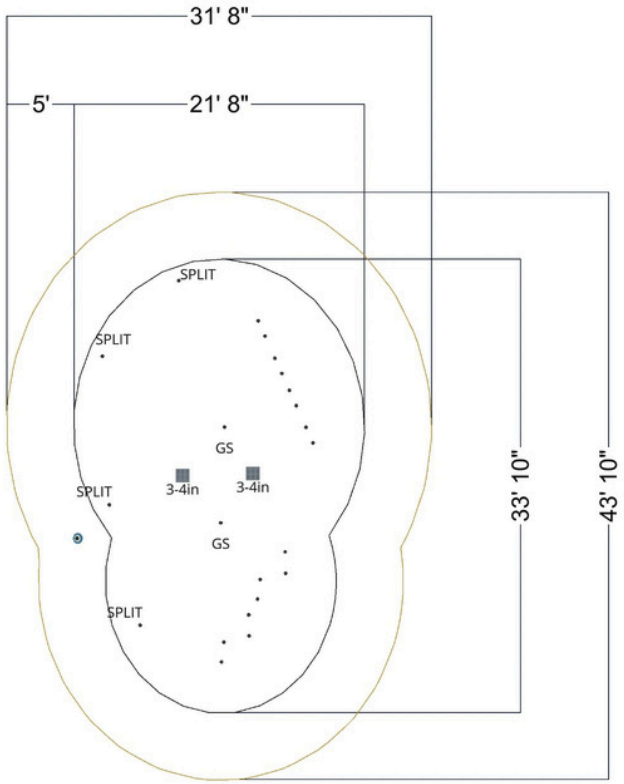

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DESIGNED IN:
WATERPLAY INTERACTIVE

DESIGNED BY:
Waterplay Solutions Corp
Waterplay Solutions Corp

1:162	2026-09-30

Gluckstadt City Park

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805 Crowley Avenue, Kelowna BC
Canada V1Y 7G6
TEL. (250) 712-3393 FAX (250) 861-4814
info@waterplay.com

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NOT FOR CONSTRUCTION PURPOSES

NOTES:
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TOTAL AREA, INCLUDING OVERSPRAY ZONE: 0 SQ
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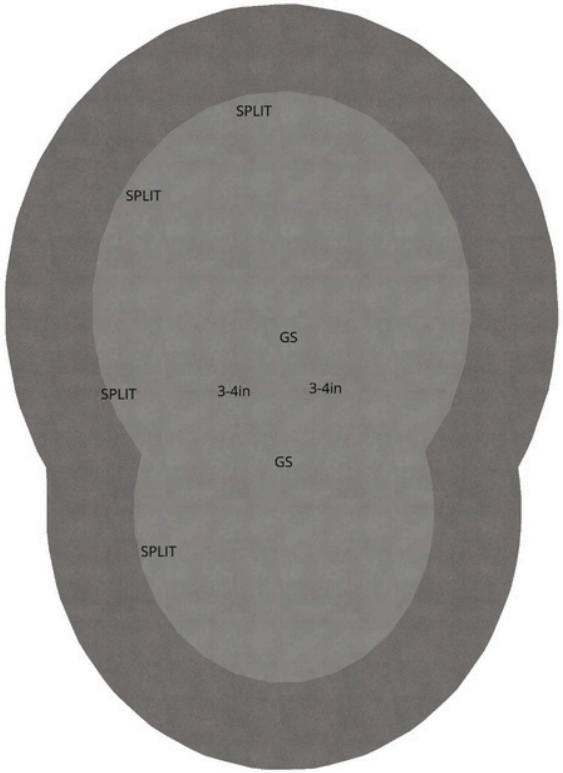

IMPERIAL	0 x 0

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DESIGNED IN:
WATERPLAY INTERACTIVE

DESIGNED BY:
Waterplay Solutions Corp
Waterplay Solutions Corp

1:1	2026-09-30

Gluckstadt City Park

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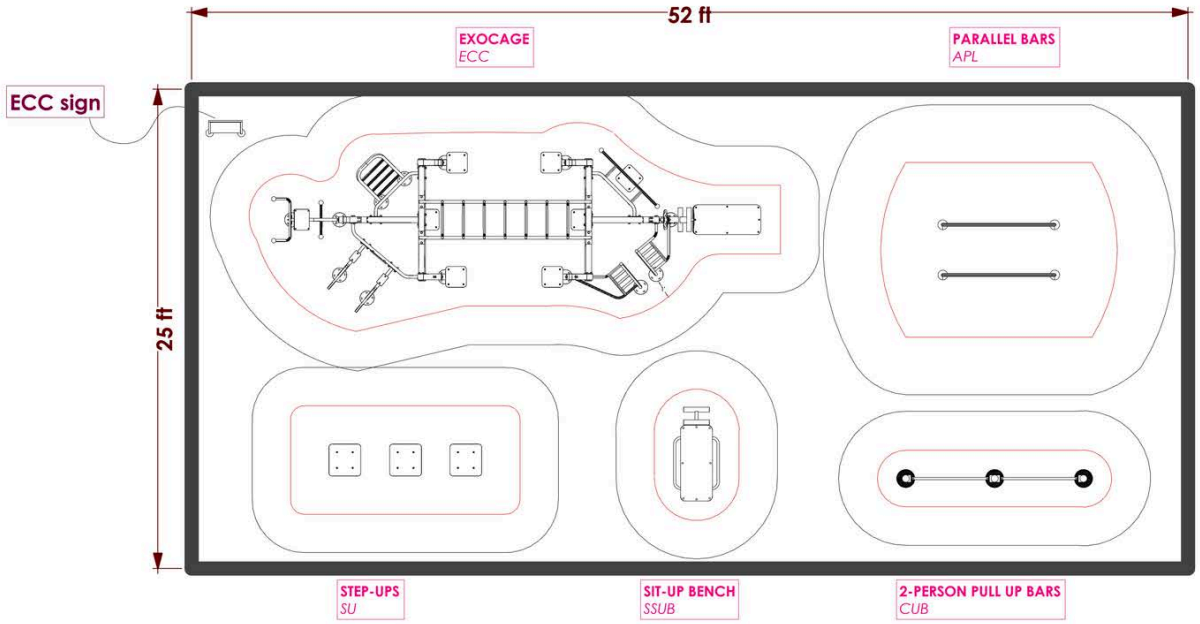
Suggested shape for outdoor gym equipment area,
however this can be modified during submittal phase

Gluckstadt Community Park Outdoor Gym Area



Suggested shape for outdoor gym equipment area,
however this can be modified during submittal phase

ExoFit Outdoor Fitness

TOTAL SQUARE FEET:

1300 SQ FT.

NO. OF USERS:

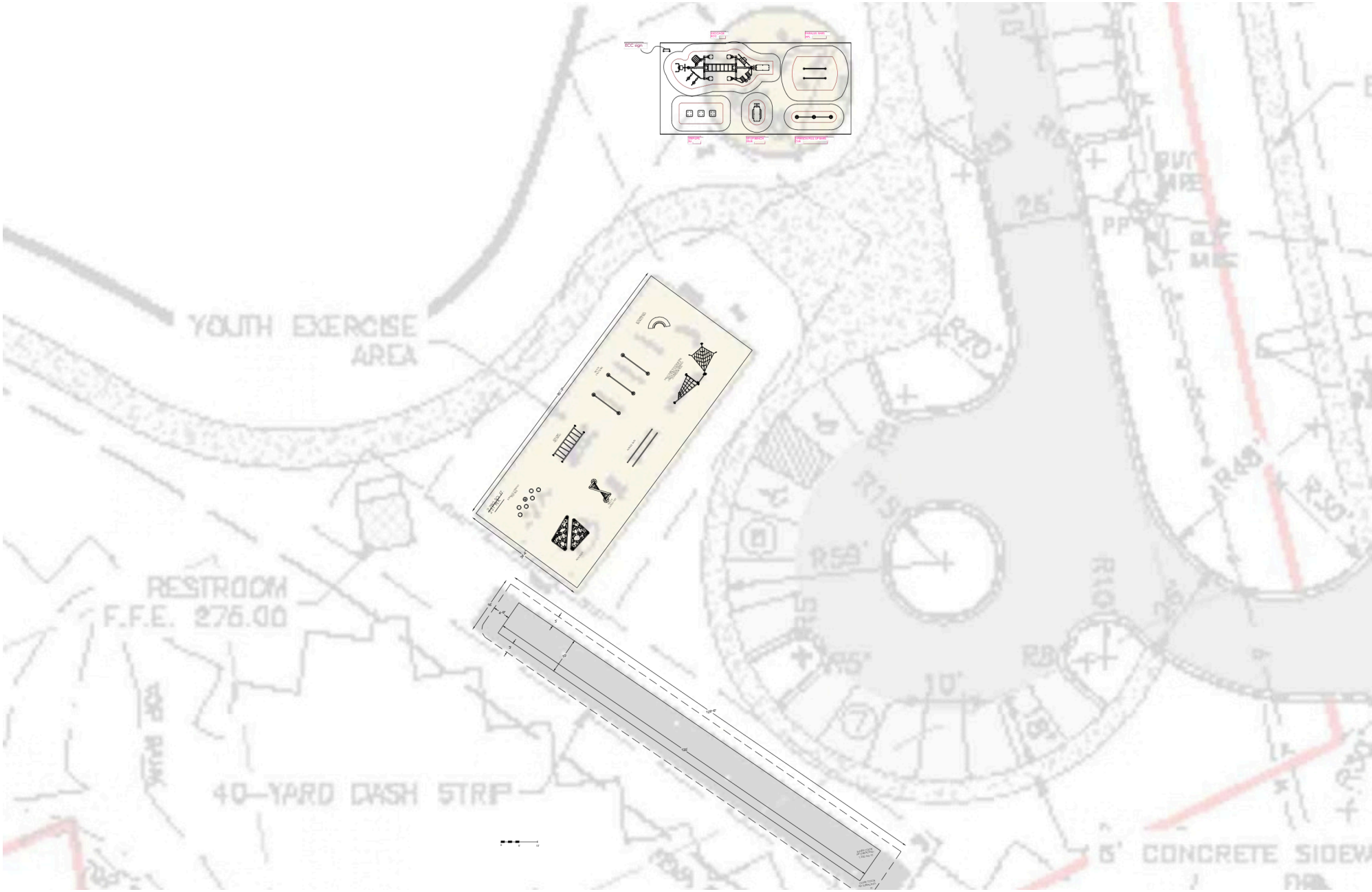
15

CITY OF GLUCKSTADT.

PROJECT NO:-	SCALE:- 3/16" =1'
DRAWN BY:-	PAPER SIZE:- B
DATE:- 19-SEPT-2026	


RETAINING WALL
TOP 285.00
PROPOSED RETENTION
H.P. 286.00
T.O.D. 273.00
PAVILION
F.F.E. 277.00
PLAYGROUND AREA
OUTDOOR GYM
YOUTH EXERCISE AREA
RESTROOM
F.F.E. 270.00
40-YARD DASH START


CRETE SIDEWALK
PLAYGROUND AREA


YOUTH EXERCISE
AREA
RESTROOM
F.F.E. 276.00
40-YARD DASH STRIP
6' CONCRETE SIDEW

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
PELICAN PLAYGROUNDS
5208 Magazine Street #116
New Orleans, LA 70115

SURETY:
(Name, legal status and principal place of business)
TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
One Tower Square, MN06-740
Hartford, CT 06183

OWNER:
(Name, legal status and address)
CITY OF GLUCKSTADT
343 Distribution Drive, Gluckstadt, MS 39110

BOND AMOUNT: Five Percent of Amount bid (5% of Amount Bid)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

PROJECT:
(Name, location or address, and Project number, if any)
Playground for Gluckstadt Community Park for the City of Gluckstadt, Mississippi

Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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

Signed and sealed this 29th day of September, 2026

PELICAN PLAYGROUNDS
(Principal) *(Seal)*
Lauren Knight
(Title) President / Owner

(Witness)
Salena Wood
(Witness) Salena Wood

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
(Surety) *(Seal)*
Jennifer Williams
(Title) Jennifer Williams, Attorney in Fact

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TRAVELERS

Travelers Casualty and Surety Company
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint **Jennifer Williams** of **ST LOUIS**, **Missouri**, their true and lawful Attorney(s)-in-Fact 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 **13th** day of **May, 2026**.

SEAL SEAL SEAL

State of Connecticut

By: _____
Bryce Grissom, Senior Vice President

City of Hartford ss.

On this the **13th** day of **May, 2026**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President, Surety, Bond & Specialty Insurance, of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **31st** day of **March, 2031**

NOTARY PUBLIC

_____
Marie E. Sorensen, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, 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 each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 29th day of September, 2026

SEAL SEAL SEAL

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



Advertisement for Bids - Gluckstadt Community Park
City of Gluckstadt

Project documents obtained from www.CentralBidding.com
22-Sep-2026 12:12:56 PM

LK

September 21, 2026

McMaster & Associates, Inc.
212 Waterford Square, Suite 300
Madison, MS 39110
601-605-1090

ADDENDUM NO. ONE (1)
Playground for Gluckstadt Community Park
City of Gluckstadt, Mississippi
McMaster & Associates, Inc. – M-3442-1

Plan Holders,
The following changes and clarifications are hereby made a part of and take precedence over conflicting sections of Construction Documents.

GENERAL INFORMATION AND CLARIFICATIONS:

1.1 The Pre-Bid Meeting for the above-referenced project was held on September 15, 2026, at 1:00 p.m. The pre-bid meeting minutes and sign-in sheet are attached.

1.2 Do not remove any portion of the construction documents when submitting your bid. This means all pages of the construction documents which will include the Bid Bond, Bid Proposal & Bid Form, Non-Collusion Affidavit (in-duplicate), Addendums, etc. as shown on the Bidders Checklist and Instructions to Bidders.

1.3 Prospective Bidders may propose additional manufacturers or vendors for the playground equipment, fitness equipment, splash pad equipment, and other similar items beyond those identified in the Contract Documents. Any proposed manufacturer, vendor, or product must, at a minimum, meet or exceed the applicable requirements and specifications of the Contract Documents. Requests for consideration of additional manufacturers or vendors must be submitted prior to bid opening by email to kohl@mcmastereng.com. Requests received after bid opening will not be considered as approved manufacturers or vendors for purposes of bidding. After bids have been received, any substitutions proposed will be subject to review and may only be used if approved and accepted by the Owner.

PERTAINING TO THE CONSTRUCTION DOCUMENTS:

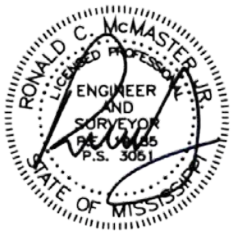
1.4 Revised Section 116800 – Splash Pad System. Section 1.02, Paragraph C – revised to a minimum of 70 gallons per minute (GPM) or greater.

1.5 Revised Section 023000 – Exhibits 1 & 2 to include playground equipment heights, revised gate locations, BCBS sign locations, clarified shade structure and umbrella heights and widths, and revised turf areas.

LK

Please acknowledge this addendum by signing and emailing it back and enclosing it with your bid proposal.

Ron McMaster, Jr. P.E., P.S.



Acknowledge and email back:
kohl@mcmastereng.com
brandon@mcmastereng.com

Company Name: Pelican Playgrounds

By: Lauren Knight
09.22.2026

END OF ADDENDUM NO. ONE (1)

McMASTER & ASSOCIATES, INC.
CIVIL ENGINEERS & LAND SURVEYORS

Pre-Bid Meeting Minutes

Project: Playground for Gluckstadt Community Park
City of Gluckstadt, Mississippi

Meeting Date: Pre-Bid – September 15, 2026, 1:00 p.m.

- **Bid Date/Time –** October 2, 2026, until 2:00 p.m. at City Hall, 343 Distribution Drive, Gluckstadt, MS 39110,
  - Electronic bids can be received at www.centralbidding.com
- **Sign-in Sheet**
  - Meeting was called to order and sign in sheet passed.
- **Bidding Information**
  - Contract Time was discussed.
    The awarded contractor must complete all Work by August 31, 2027.
    Liquidated damages - $750 per calendar day
- **Bidding Schedule**
  - Pre-Bid Meeting: September 15, 2026, at 1:00 P.M.
  - Addendum No.1 will be issued by Friday, September 18, 2026, and will include the pre-bid meeting minutes.
  - Last Day for Questions: Friday, September 25, 2026. Questions must be received by 5:00 P.M. Central Time.
  - All Bidding Questions **MUST** be submitted in writing (emailed) to McMaster & Associates, Inc. to kohl@mcmastereng.com
  - The last Addendum (if necessary) will be issued: Tuesday, September 29, 2026
  - All Addenda must be signed and submitted with the contractors bid.
  - Do not remove any pages of the Construction Documents when submitting your bid.
- **Project Discussion, Questions, Answers, & Clarifications**
  - Work generally includes construction and installation of playground improvements, splash pad improvements, outdoor fitness improvements, sidewalks and concrete areas, artificial turf and surfacing, fencing, some minor grading and drainage, etc.
  - (3) BCBS Grant Recognition Sign: Furnish and install (3) three 18-inch wide by 24-inch-high aluminum sign panel**,** with white background, blue border, blue and black lettering/graphics, and BCBS Foundation logos, generally consistent with the sign image provided with this Addendum. Sign shall be mounted on one (1) 2-inch × 2-inch galvanized square steel post set in concrete**.** Final sign layout, colors, wording, graphics, mounting height, and location shall be submitted to and approved by the Owner prior to fabrication and ordering.
  - The splash pad flow-through drain system should have a design flow rate of not less than 70 gallons per minute (GPM). The original flow-through drain system minimum flow rate was 40 (GPM).
  - Playground & Fitness area surfacing shall be Poured in Place Rubber Safety Surfacing – 60/40 Beige/Black
  - The concrete bench knee walls at the splash pad must have rounded edges at all corners and sides.
  - The estimate for the proposed project ranges from $1,600,000 to $2,000,000

- The existing site generally slopes to the south. Finished grades shall generally follow the existing ground contours and provide positive drainage toward the south side of the site. The Contractor shall grade the area as necessary to prevent ponding and maintain positive drainage throughout the site, while maintaining all required ADA-compliant slopes, cross slopes, transitions, and accessible routes. The Contractor shall review the proposed site layout and grading and ensure positive drainage is maintained throughout the site, particularly at transitions between rubber play surfacing, artificial turf, sidewalks, and other surface materials. Where necessary to prevent ponding or trapped water, the Contractor shall provide and install small area inlets, perforated drainage pipe, and/or other incidental drainage improvements required to provide adequate drainage. Perforated drainage piping shall be installed at appropriate grades and shall daylight to the southwest side of the site, away from the proposed pond.

  The completed site shall provide positive drainage with no areas of standing or ponded water.
- The splash pad shall include a 4-inch PVC wastewater drain. The Contractor shall include all costs associated with furnishing and installing approximately 100 linear feet of 4-inch PVC drainpipe and connecting the drain to a junction box. The final location of the junction box shall be determined by the Owner/Engineer.

MEETING ADJOURNED

LK

M'MASTER & ASSOCIATES, INC.
CIVIL ENGINEERS & LAND SURVEYORS
212 WATERFORD SQUARE
SUITE 300
MADISON, MS 39110
601.605.1090

Date: September 15, 2026
Playground for Gluckstadt Community Park
City of Gluckstadt, MS

NAME	ORGANIZATION	PHONE	EMAIL
Kori Bailey	McMaster & Associates, Inc.	601-594-0677	Kori@mcmasterengr.com
ZACH FORD	STRUTHERS RECREATION	662-426-2033	ZACH @ STRUTHERS-REC.COM
Parker Lohman	Pinnacle Construction	601-850-8935	Parker@pcgms.com
Swayze Cyler	Swayze Construction Company LLC	601-405-4623	Swayze@swayzeconstructionCO.com
Jackson Black	We Build Fun	601-317-5302	jackson@webuildfun.com
Alan Mumbower	Pelican Playgrounds	504-427-8774	amumbower@pelicanplaygrounds.com
ALEX WILCOX	PELICAN PLAYGROUNDS	601-516-4511	awilcox@pelicanplaygrounds.com
Mayra Prado	EOZ Build and Design LLC	769-231-2009	mayrap@eozconstruction.com
Will Russell	Mills Contracting	601-218-9662	Wrussell@millscontracting.net
Brock Beck	Great Southern Recreation	601-609-2780	brock@greatsouthernrec.com

THIS PLAYGROUND
WAS MADE POSSIBLE

THANKS TO

FUNDS PROVIDED BY

Blue Cross &
Blue Shield
of Mississippi Foundation



SECTION 116800
SPLASH PAD SYSTEM

PART 1 – GENERAL

1.01 DESCRIPTION

A. This Section includes furnishing all labor, materials, equipment, tools, supervision, transportation, services, and incidentals necessary for the complete design, purchase, delivery, installation, testing, commissioning, and startup of a flow-through/gravity-drain splash pad system.

B. The splash pad shall have a circular footprint approximately 30 feet in diameter. Within the splash pad footprint, provide a five (5) foot wide dry walk around the perimeter with a broomed concrete finish.

C. The Work shall include, but not necessarily be limited to, site preparation, subgrade preparation, aggregate base, reinforced concrete construction, drainage, piping, valves, valve cabinet, controls, electrical activator, spray features, equipment mounting systems, utility connections within the Contractor's scope, testing, commissioning, training, restoration, and all appurtenances necessary to provide a complete and operational splash pad system.

D. Furnish and install all incidental materials, equipment, accessories, fittings, connections, supports, anchors, hardware, and other components reasonably necessary for a complete and functional installation, whether specifically identified herein or not.

1.02 DESIGN REQUIREMENTS

A. Provide a complete flow-through/gravity-drain splash pad system.

B. The splash pad shall have a circular footprint approximately 30 feet in diameter with a five (5) foot wide dry walk around the perimeter.

C. Design the splash pad system to accommodate a water flow rate of approximately 70 gallons per minute (GPM) or greater

D. Provide positive drainage throughout the splash pad area. Slopes shall be constructed to prevent ponding, standing water, or "birdbath" conditions.

E. Cross slopes toward the primary drain box shall not exceed three (3) percent.

F. Spray features shall be installed using encased, interchangeable mounting systems that allow individual spray features to be removed, repaired, or replaced without demolition of the surrounding concrete.

G. Products identified herein by manufacturer and model number are provided as the Basis of Design and are intended to establish the minimum required type, quality, function, performance, durability, and general aesthetic character of the splash pad system.

H. Equivalent products from other manufacturers may be provided as an approved equal, subject to review and approval by the Engineer and Owner in accordance with the Contract Documents.

I. Proposed equivalent products shall meet or exceed the performance, materials, quality, durability, functionality, maintainability, and general aesthetic intent of the Basis-of-Design products specified herein.

J. Acceptance of a proposed equal shall not relieve the Contractor from responsibility for providing a complete, coordinated, and fully functional splash pad system meeting all requirements of the Contract Documents.

1.03 SUBMITTALS

A. Following award and prior to ordering equipment or beginning construction of the splash pad, submit complete splash pad system information to the Engineer and Owner for review and approval.

B. Submit renderings and a proposed splash pad layout demonstrating that the proposed system meets the intent and requirements of the Contract Documents.

C. The proposed layout shall include, at a minimum:

1. Overall splash pad dimensions and configuration.
2. Limits and dimensions of the five (5) foot wide dry walk.
3. Location and identification of each spray feature.
4. Manufacturer and model number of each proposed spray feature.
5. Location of the primary drain box.
6. Proposed valve cabinet location.
7. Location of the electrical activator bollard.
8. General routing of feature piping.
9. Proposed wastewater discharge/daylight location.
10. Proposed utility connection locations.
11. General drainage and slope configuration.

D. Submit manufacturer's product data for all spray features, mounting systems, valve cabinet, valves, manifold, controls, timer interface, activator, and other manufactured components of the splash pad system.

E. Submit manufacturer's written installation requirements and recommendations for all splash pad equipment.

F. Where products other than the specified Basis-of-Design products are proposed, clearly identify each proposed substitution or equivalent product and submit sufficient documentation demonstrating compliance with the requirements of this Section.

G. Documentation for proposed equivalent products shall include, as applicable:

1. Manufacturer's name.
2. Product name and model number.
3. Product data and technical information.
4. Materials of construction.
5. Dimensions and configuration.
6. Flow and performance information.
7. Mounting and installation requirements.
8. Warranty information.
9. Comparison with the specified Basis-of-Design product.
10. Renderings, photographs, or other information necessary to demonstrate equivalent aesthetic and functional characteristics.

H. The Engineer and Owner reserve the right to reject proposed equivalent products that do not demonstrate compliance with the requirements and design intent of the Contract Documents.

1.04 FIELD VERIFICATION

A. Prior to beginning construction, verify existing site conditions, elevations, utility locations, and other conditions affecting installation of the splash pad.

B. Verify that the existing subgrade is suitable for construction. Prepare and compact subgrade beneath the splash pad improvements to a minimum of 95 percent of maximum dry density as determined by the Standard Proctor test.

C. Notify the Engineer of unsuitable or unstable conditions encountered prior to proceeding with construction of the affected Work.

1.05 COORDINATION

A. Coordinate the splash pad installation with the Owner, Engineer, equipment manufacturer, utility providers, and other contractors performing Work at the Project site.

B. The location of the above-grade valve cabinet shall be within a greenspace and shall be approved by the City prior to installation.

C. The location where the splash pad wastewater line daylights shall be designated or approved by the City prior to installation.

D. Coordinate the locations of spray features, piping, drainage, electrical components, concrete reinforcing, and other Work to provide a complete and properly functioning system.

1.06 OWNER-PROVIDED UTILITY WORK

A. The City of Gluckstadt will provide electrical power to the electrical panel located at the valve cabinet and will make the electrical connection to the cabinet electrical panel prior to startup.

B. The City of Gluckstadt will provide the water supply to the valve cabinet and will provide a pressure-reducing valve, if required, and a properly sized backflow preventer.

C. Coordinate the Contractor's Work with the utility connection points provided by the City.

1.07 WARRANTIES

A. Provide warranties commencing on the date of splash pad commissioning as follows:

1. General Contractor's Warranty: One (1) year.
2. Valve Cabinet Manufacturer's Warranty: Three (3) years.
3. Spray Feature Manufacturer's Warranty: Three (3) years.
4. Concrete Warranty: Three (3) years.

B. Proposed approved-equal equipment shall provide warranties meeting or exceeding the warranty periods specified herein.

C. Submit written warranty documentation to the Owner as part of the Project closeout documents.

PART 2 – PRODUCTS

2.01 GENERAL

A. Furnish new materials and equipment suitable for their intended use and compatible with the complete splash pad system.

B. Splash pad components shall be designed and manufactured for commercial outdoor splash pad applications.

C. Components of the splash pad system shall be compatible with one another and shall be coordinated by the Contractor and splash pad equipment supplier/manufacturer.

D. Products identified by manufacturer and model are Basis-of-Design products. Approved equivalent products meeting or exceeding the specified requirements may be provided subject to the requirements of this Section and the Contract Documents.

2.02 SPRAY FEATURES

A. Spray features manufactured by Raindrop Products, LLC are identified as the Basis of Design and establish the minimum type, quality, performance, function, durability, and general aesthetic character required.

B. Equivalent products manufactured by others may be provided as approved equals, subject to review and approval by the Engineer and Owner.

C. Provide the following spray features:

1. Two (2) slanted surface sprays.
   Basis of Design: Raindrop Slant Finger Jets, or approved equal.

2. Four (4) interwoven multi-jet surface sprays.
   Basis of Design: Raindrop Basket Weaver, or approved equal.
3. Two (2) vertical cone surface sprays.
   Basis of Design: Raindrop Mini Popcorn Jet or approved equal.
4. Two (2) integrated vertical jets arranged in a curved pattern.
   Basis of Design: Raindrop Low Flow Curved Pop Jet, 48-inch Radius, or approved equal.
5. One (1) tunnel-effect surface spray.
   Basis of Design: Raindrop Tunnel Arch 6, or approved equal.

D. Approved-equal spray features shall provide spray patterns, coverage, interaction, function, and general visual character comparable to the Basis-of-Design features.

E. Provide each spray feature with an encased, interchangeable mounting system that permits removal, repair, or replacement of the individual spray feature without demolition of the surrounding concrete.

F. Provide all piping, fittings, connections, mounting components, and accessories required for complete installation and operation of the spray features.

2.03 VALVE CABINET AND WATER CONTROLS

A. Provide one (1) above-grade valve cabinet suitable for exterior commercial splash pad applications.

B. Provide within the valve cabinet a Schedule 80 PVC, 3-inch manifold with ball valves dedicated to seven (7) individual 1-inch feature lines.

C. Provide one (1) 2-inch pressure control valve.

D. Provide one (1) 2-inch shutoff valve.

E. Provide all fittings, connections, supports, and accessories required for a complete installation.

F. Valve cabinet and control components shall be compatible with the proposed splash pad system.

2.04 CONTROL SYSTEM

A. Provide one (1) zone timer interface to control operation of the splash pad.

B. The timer interface shall be programmable for two (2) opening times and two (2) closing times per day, providing two operating windows per day, seven days per week.

C. Provide one (1) electrical activator bollard with touch-sensor button located within the splash pad area.

D. Provide a 120-volt, single-phase electrical breaker panel mounted on the side of the valve cabinet.

E. Provide all controls, wiring within the splash pad equipment system, enclosures, connections, and accessories necessary for complete operation.

2.05 DRAINAGE

A. Provide one (1) 4-inch PVC wastewater line connected to a drain box located at the center of the splash pad.

B. Extend the wastewater line to daylight at a location designated or approved by the City prior to construction.

C. Provide all fittings, connections, excavation, bedding, backfill, and other incidental materials required for a complete gravity-drain installation.

2.06 CONCRETE

A. Concrete shall have a minimum compressive strength of 3,500 psi.

B. Provide a concrete splash pad deck six (6) inches thick in the field.

C. Provide a perimeter turndown twelve (12) inches deep and eight (8) inches wide along the circular perimeter.

D. Reinforce the perimeter turndown with one (1) continuous No. 5 reinforcing bar located four (4) inches from the bottom of the footing.

E. Reinforce the six (6) inch concrete deck with welded wire reinforcement.

F. Provide a four (4) inch thick compacted No. 57 stone base beneath the concrete.

PART 3 – EXECUTION

3.01 SITE PREPARATION

A. Verify existing conditions prior to beginning Work.

B. Remove unsuitable material as necessary and prepare the subgrade to receive the proposed splash pad improvements.

C. Compact the prepared subgrade to a minimum of 95 percent of maximum dry density as determined by the Standard Proctor test.

D. Establish grades necessary to provide positive drainage and support the proposed improvements.

3.02 AGGREGATE BASE

A. Place No. 57 stone beneath the concrete splash pad deck to a compacted thickness of four (4) inches.

B. Place and compact aggregate to provide a firm, uniform base for concrete construction.

3.03 CONCRETE INSTALLATION

A. Construct the splash pad concrete deck six (6) inches thick with the perimeter turndown specified herein.

B. Install reinforcing steel and welded wire reinforcement in the locations specified.

C. Provide a broomed concrete finish on the five (5) foot wide dry walk around the perimeter.

D. Construct the concrete surface to provide positive drainage to the primary drain box without depressions or irregularities that result in standing water.

E. Cross slopes toward the primary drain box shall not exceed three (3) percent.

F. Saw-cut contraction joints to a depth equal to approximately one-third (1/3) of the slab thickness.

G. Space saw-cut joints approximately ten (10) feet on center each way.

H. Complete saw cutting within twenty-four (24) hours following concrete placement.

I. Place concrete only under weather conditions suitable for proper placement, finishing, and curing. Protect freshly placed concrete from precipitation, excessive wind, temperature extremes, and other conditions that may adversely affect the appearance, durability, or integrity of the finished concrete.

J. Unless otherwise approved by the Engineer, concrete placement shall occur when ambient temperatures are between 45 degrees F and 90 degrees F.

3.04 SPLASH PAD EQUIPMENT INSTALLATION

A. Install the splash pad system in accordance with the approved layout, approved submittals, and manufacturer's written instructions.

B. Install spray features in the quantities and general arrangements approved by the Owner and Engineer.

C. Install each spray feature using the specified encased, interchangeable mounting system.

D. Coordinate equipment installation with concrete construction to ensure proper elevations, alignment, anchorage, and drainage.

E. Approval of the proposed layout or equipment shall not relieve the Contractor of responsibility for proper installation or performance of the completed splash pad system.

3.05 PIPING AND CONTROLS

LK

A. Install the valve cabinet, manifold, valves, feature lines, controls, activator, electrical panel, and associated equipment in accordance with the manufacturer's recommendations and approved layout.

B. Coordinate all piping and equipment locations to avoid conflicts with concrete reinforcing, drainage piping, electrical components, and other Work.

C. Provide seven (7) individual 1-inch feature lines connected to the Schedule 80 PVC manifold.

D. Install the 4-inch PVC wastewater line from the center drain box to the approved daylight location or location determined by the owner.

3.06 UTILITY CONNECTIONS

A. Coordinate water and electrical requirements with the city.

B. Terminate Contractor-provided water system components at the connection point established by the City at the valve cabinet.

C. Coordinate the electrical panel installation with the electrical service and final connection provided by the city.

D. Do not place the splash pad into operation until required utility connections have been completed.

3.07 TESTING AND COMMISSIONING

A. Upon completion of installation, test the complete splash pad system to verify proper operation.

B. Verify operation of each spray feature, valve, control, timer, activator, drain, and other system component.

C. Adjust spray features and controls as necessary to provide proper operation and the intended spray patterns.

D. Verify that the splash pad deck drains properly and that no unacceptable areas of standing water remain.

E. Correct deficiencies identified during testing prior to final commissioning.

F. Approved-equal equipment shall be required to achieve the same overall functional and performance requirements established by this Section.

3.08 TRAINING AND CLOSEOUT

A. At commissioning, provide training to designated City personnel regarding operation and routine maintenance of the splash pad system.

B. Provide the Owner with all necessary operation and maintenance manuals.

C. Provide record/as-built drawings showing the final installed configuration of the splash pad system, including equipment, piping, controls, drainage, and other concealed components.

D. Provide all required warranty documentation.

3.09 RESTORATION

A. Restore areas disturbed by splash pad construction.

B. Final-grade disturbed areas to provide positive drainage.

C. Seed and straw disturbed areas upon completion of construction.

END OF SECTION

EXHIBIT 1

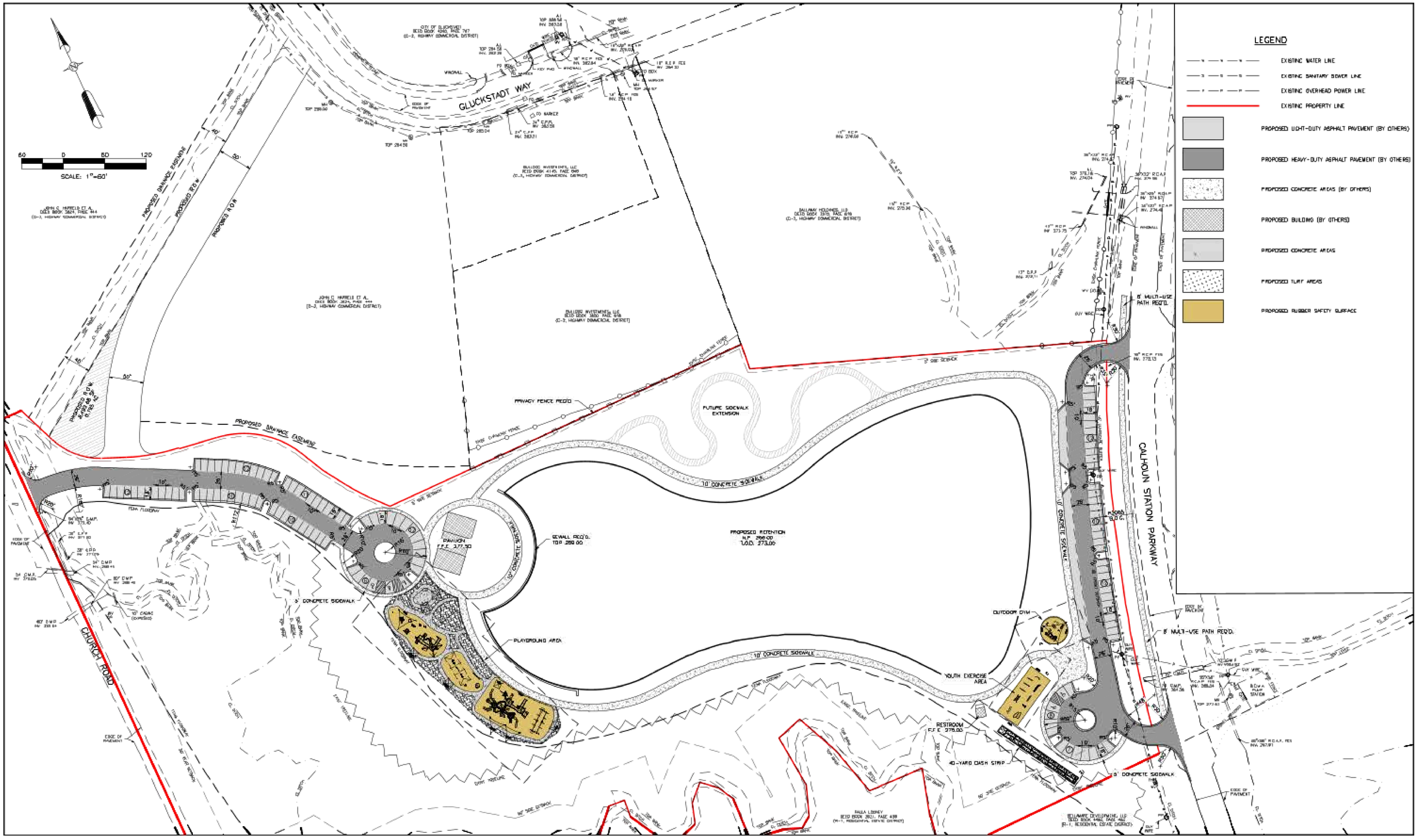

LEGEND
EXISTING WATER LINE
EXISTING SANITARY SEWER LINE
EXISTING OVERHEAD POWER LINE
EXISTING PROPERTY LINE
PROPOSED LIGHT-DUTY ASPHALT PAVEMENT (BY OTHERS)
PROPOSED HEAVY-DUTY ASPHALT PAVEMENT (BY OTHERS)
PROPOSED CONCRETE AREAS (BY OTHERS)
PROPOSED BUILDING (BY OTHERS)
PROPOSED CONCRETE AREAS
PROPOSED TURF AREAS
PROPOSED RUBBER SAFETY SURFACE
SCALE: 1"=60'
GLUCKSTADT WAY
CALHOUN STATION PARKWAY
CHURCH ROAD
PROPOSED DRAINAGE EASEMENT
PRIVACY FENCE REQ'D.
FUTURE SIDEWALK EXTENSION
10' CONCRETE SIDEWALK
PROPOSED RETENTION
PAVILION
PLAYGROUND AREA
OUTDOOR GYM
YOUTH EXERCISE AREA
RESTROOM
40-YARD DASH STRIP
8' MULTI-USE PATH REQ'D.
5' CONCRETE SIDEWALK

EXHIBIT 2


YOUTH EXERCISE AREA
AGILITY STEPS
MONKEYBARS
VAULT WALLS
BALANCE WALK
START/STOP BOLLARDS
AGILITY PLATFORMS
NET WALL
PARALLEL BARS (42" HEIGHT)
ROCK CLIMBING/NET WALL
6' BENCH W/BACK (THERMOCOAT)
SIGN W/18"X24" BOBB DEDICATION PLAQUE
SIGN
NOTES:
1. ALL EQUIPMENT SHALL BE YOUTH SIZED.
2. SEE SPECS FOR EXERCISE STATIONS/ FREESTANDING EQUIPMENT REQUIREMENTS
OUTDOOR GYM
8' BENCH W/BACK (THERMOCOAT)
EXERCISE STATIONS
8' BENCH W/BACK (THERMOCOAT)
14' EQUILATERAL SHADE STRUCTURE (35'X35'X35')
SIGN
NOTE: SEE SPECS FOR EXERCISE STATIONS/ FREESTANDING EQUIPMENT REQUIREMENTS.
10 0 10 20
SCALE: 1"=10'
LEGEND
PROPOSED LIGHT-DUTY ASPHALT PAVEMENT (BY OTHERS)
PROPOSED HEAVY-DUTY ASPHALT PAVEMENT (BY OTHERS)
PROPOSED CONCRETE AREAS (BY OTHERS)
PROPOSED BUILDING (BY OTHERS)
PROPOSED CONCRETE AREAS
PROPOSED TURF AREAS
PROPOSED RUBBER SAFETY SURFACE
RESTROOM
8' BENCH W/BACK (THERMOCOAT)
40-YARD DASH STRIP
TURF
SIGN
PLAYGROUND AREA
4' GATE
10' CANTILEVER UMBRELLA (12'X12')
TURF
CONCRETE BENCH W/ROUNDED EDGES
POP JET
SPLASH PAD
SAIL CANOPY
4' IRON FENCE
18"X24" BOBB DEDICATION SIGN
14' EQUILATERAL SHADE STRUCTURE (35'X35'X35')
DUAL SPINNING SEAT
CRAWL TUBE
GROUND-LEVEL CLIMBER
DUAL SLIDE
ASSORTED PANELS
ACCESSIBLE RAMP
ACCESSIBLE CLIMBER
CLIMBING STEPS
ACCESSIBLE RAMP
FINDS
SPINNING SEAT
TODDLER/CRAWLER PLAYSET
PLAYHOUSE
CLIMBING WALL
SWING SET W/ ASSORTED SWINGS
SENSORY WALL
SPINNING PLATFORM
5-BAY SHADE STRUCTURE
ROCKING SEAT
3-SIDED CLIMBING PLATFORM
TUBE SLIDE
TIN ROOF
ACCESSIBLE CLIMBER
ACCESSIBLE RAMP
ROCKING PLATFORM
OVERHEAD LOOP LADDER
CLIMBING STEPS
CONNECTOR CLIMBER
CRAWL TUBE
TOWER OVERLOOK
TOWER TUBE SLIDE
CURVED CLIMBER
VERTICAL CLIMBER
SPIRAL SLIDE
ANGLED CLIMBER
TOWER PLATFORM (8'-12' VARIABLE HEIGHTS)
14' SAIL CANOPY
TOWER PLATFORM (4'-10' VARIABLE HEIGHTS)
ZIP TRACK
EQUILATERAL SHADE STRUCTURE
14' EQUILATERAL SHADE STRUCTURE (25'X25'X25')
NOTE: SEE SPECS FOR EXERCISE STATIONS/ FREESTANDING EQUIPMENT REQUIREMENTS.

SECTION 3

PROJECT PRICING

BID FORM
"Playground for Gluckstadt Community Park"
City of Gluckstadt, Mississippi

SPECIAL NOTICETO BIDDERS:
BIDS WILL NOT BE CONSIDERED UNLESS ALL ITEM TOTALS ARE ENTERED

PAY ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE DOLLARS & CENTS	ITEM TOTAL DOLLARS & CENTS
1	Mobilization / Demobilization	1.0	LUMP SUM	XXXXXXXXX XXX	$2,666.50
2	Playground Equipment & Installation	1.0	LUMP SUM	XXXXXXXXX XXX	$983,519.60
3	Outdoor Fitness Equipment & Installation	1.0	LUMP SUM	XXXXXXXXX XXX	$177,912.86
4	Splash Pad System & Installation	1.0	LUMP SUM	XXXXXXXXX XXX	$166,833.78
5	Fencing & Gates	1.0	LUMP SUM	XXXXXXXXX XXX	$36,120.35
6	Site Preparation & Minor Grading	1.0	LUMP SUM	XXXXXXXXX XXX	$2,911.50
7	Artificial / Synthetic Turf Systems	1.0	LUMP SUM	XXXXXXXXX XXX	$196,612.90
8	Concrete Work	1.0	LUMP SUM	XXXXXXXXX XXX	$97,440.04
				Total Bid	$1,664,024.53

Potential Enhancements

Our vision for Gluckstadt Community Park is **holistic and future-forward**. Gluckstadt Community Park is primed to become a **regional recreation hotspot** in Central Mississippi. We are committed to making this long-term vision a reality as **your trusted partners.**

These potential enhancements are designed to increase play for all ages and abilities while adding some fun whimsical features to the play space. Listed below are some additional elements that would fit in well with the current design.

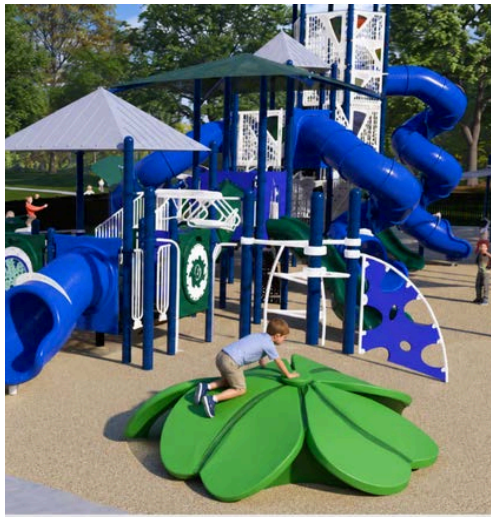
Arch Rider

Distinct motion play experience that inspires all kinds of cross-generational fun!



4 Leaf Clover Climbers

A fun themed climber with varying degrees of climbing difficulties



Outdoor Musical Instruments

Visually and auditorily stimulating for kids of all abilities

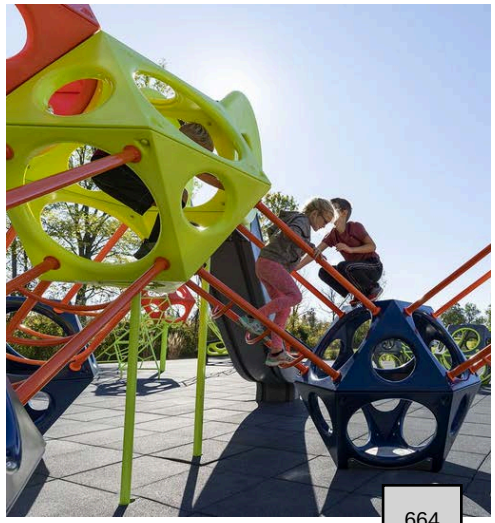
Enhances collaborative play opportunities

Multi-generational



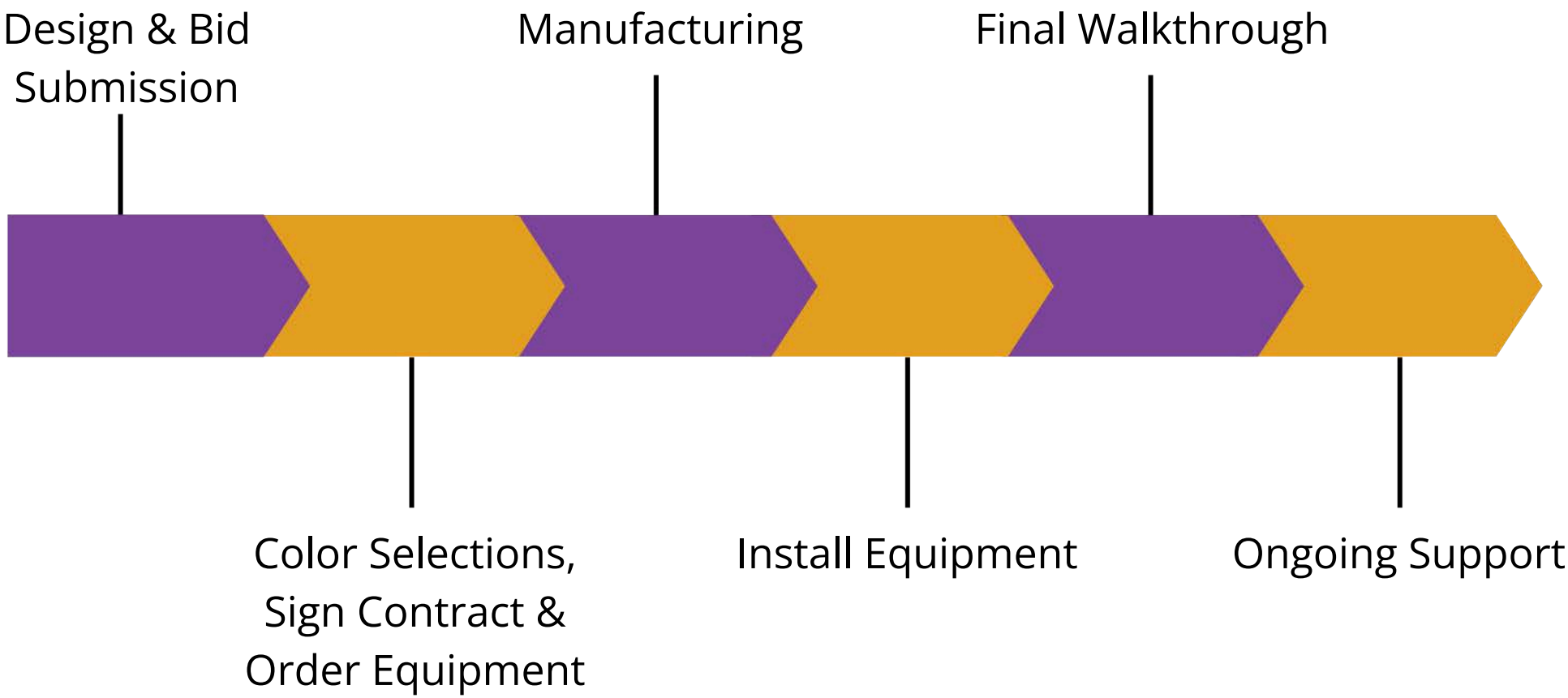
Playcubes

The modularity of PlayCubes offers countless options for configuration and color—ideal for any site layout, and any budget.



SECTION 4

PROJECT PROCESS



SECTION 5

SPECIFICATIONS







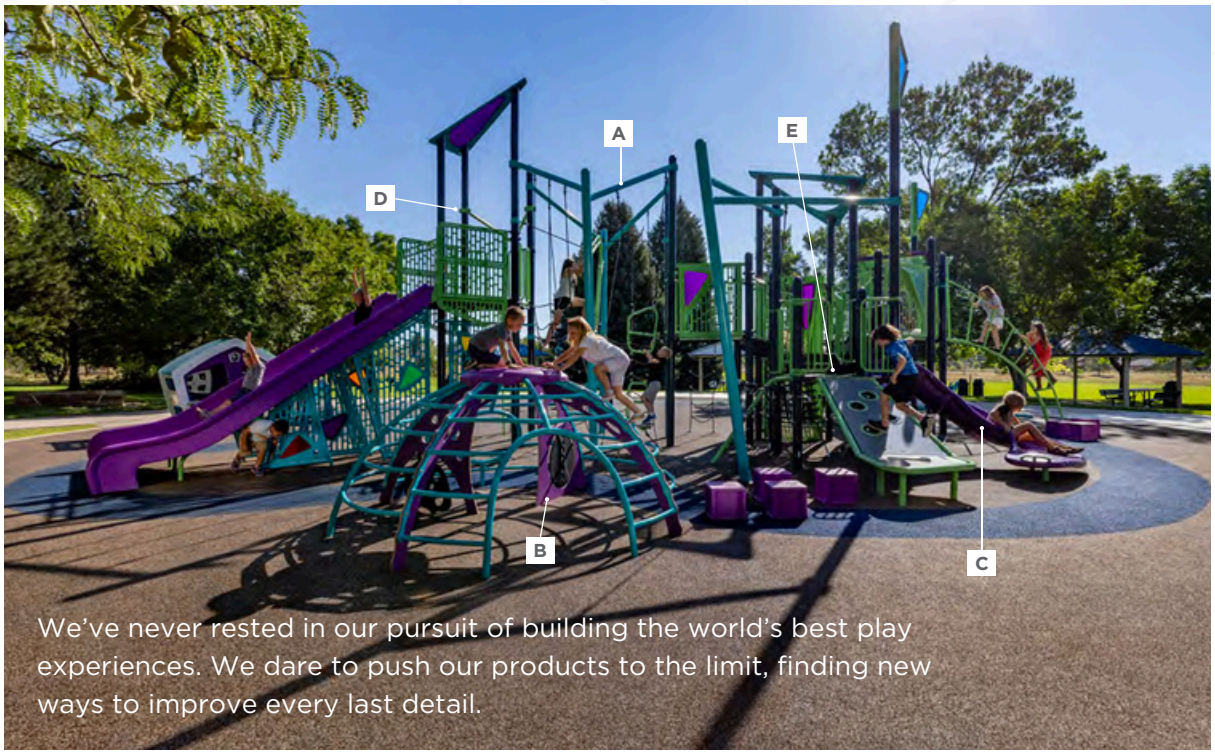








FORGING THE FINEST



We've never rested in our pursuit of building the world's best play experiences. We dare to push our products to the limit, finding new ways to improve every last detail.



UNPARALLELED CRAFTSMANSHIP

We build each and every playground with the utmost care and skill, a commitment to superior quality that can be seen in everything we create.

A Super Durable Polyester Powder Coating:

- One of the longest lasting paint finishes in the industry
- Resists abrasion, corrosion, and mechanical damage
- Increased UV resistance against color fading and color change
- Colors stay bright for years

B Exceptional HDPE Plastic:

- Color-matched to our rotomolded plastics and powder coating for aesthetic appeal, and graffiti-resistant for easy cleaning.

C Superior Rotomolded Plastic:

- Higher bond strength with improved surface contact
- Superior color fastness and UV resistance
- 100% Virgin Thermally Compounded Resin
- Greater impact resistance over dry-blended plastic resin

PREMIUM MATERIALS

To deliver lasting benefits, our playgrounds are made of the most environmentally friendly, premium materials available.

D Easy-to-Install Clamps:

- Die cast aluminum clamps for precision fit and 360° compression.

E Decks, Platforms and Stairs:

- Strong and Durable (LC) construction
- Reinforced with extra support beams
- Clean, safe, and colorful PVC coating

Rust Defender:

- Complete system that helps to prevent the formation of rust
- Resistant to corrosion
- Prevents gloss and color fading
- Looks great for years to come

For a detailed listing of all our premium materials, visit **Playworld.com/Craftsmanship**

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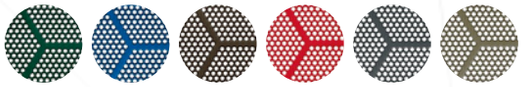
COLOR SELECTION

PLASTISOL COATING COLORS



Green | Blue | Brown | Red | Gray | Sand

POLYCARBONATE COLORS



Blue | Green | Orange | Purple | Red | Yellow

ROPE COLORS

*Special order colors



Red | Orange* | Yellow* | Golf Green* | Bright Green* | Green

Khaki* | Blue | Purple* | Beige | Steel Grey* | Black

2-COLOR SHEET PLASTIC

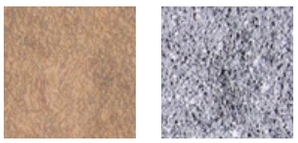


Red-Sand | Red-Yellow | Yellow-Sand | Orange-Sand | Lime-Sand | Forest Green-Sand

Blue-Sand | Blue-Yellow | Blue-White | Cobalt-Sand | Plum-Sand | Beige-Forest Green

Beige-Red | Beige-Gray | Dark Brown-Sand | Gray-Black | Black-White | White-Black

BOULDERS COLORS



Desert Sand | Slate

ROTOMOLDED COLORS



Red | Yellow | Tropical Yellow | Orange | Lime | Chartreuse

Green | Forest Green | Teal | Sky | Cyan | Blue

Cobalt | Burgundy | Lavender | Plum | Beige | Brownstone

Brown | Dark Brown | White | Graystone

Light Gray | Gray | Black (Roofs Only)

COMPONENT & POST COLORS



Red | Yellow | Tropical Yellow | Orange | Lime | Chartreuse

Green | Forest Green | Teal | Azure | Blue | Cobalt

Burgundy | Lavender | Plum | Beige | Sand | Brown

Dark Brown | White | Silver | Light Gray | Metallic Gray | Black (Posts & Clamps Only)

1-COLOR SHEET PLASTIC



Red | Yellow | Orange | Lime | Forest Green | Blue

Cobalt | Plum | Beige | Dark Brown

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General Specifications

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Material:

All materials shall have a demonstrated record of durability in the playground or similar outdoor setting. All metals shall be painted, galvanized, or otherwise treated to inhibit rust. Black steel is not acceptable.

Hardware:

All required hardware for assembly of the structure shall be included. All fasteners shall be18-8 grade stainless steel (300 series) unless otherwise indicated. Capped lock nuts which cover bolts ends shall be included. Tamper resistant hardware is utilized on principle clamping mechanisms. Special tools shall be provided for assembly and maintenance. Physical locking devices are used on all exposed and accessible connection points, such as lock nuts. A nylon threadlocking patch is applied to certain hardware. Liquid thread-lock is also used to hinder fastener removal.

Eco-Armor® Coating:

Acoated applicationshall be from 45 to 55 mils on the wear surfaces of allcoated parts and 30 mils on other surfaces. Environmentally Sensitive - PVC and phthalate free - Coating is made of an ultraviolet stabilized polyethylene material. Coating meets California, State of Washington and other state and federal requirements for phthalates and heavy metal content. No dioxins produced if burned. Discarded product and waste production material can be recycled into other products (recycling symbol 2). Shall contain no volatile organic compounds (VOC’s).

Taber abrasion tests (ASTM D4060) show that the PE coating abrasion resistance is over 1.7 times the abrasion resistance of PVC. Durable - Extreme cold (to -20 degrees F)cycle testing indicates no cracking or loss of adhesion to the metal substrate. Slip Resistant – Textured finish for enhanced traction. Coating has 0.74 coefficient of friction per ASTM1679. ADA considers a 0.5 coefficient of friction or higher to be slip resistant.

- Flexibility (conical mandrel): ASTM D 522-1/8”, no cracks (greater than 32%)
- Adhesion: ASTM D 4541 - 800 psi
  Impact Resistance - ASTM D 2794 - greater than 320 in-lbs
- Gloss - ASTM D 523–12
- Taber Abrasion: ASTM D 4060-26 (mg loss, CS 17 wheel)
- Tensile Strength - ASTM D 638-3482 psi
- % Elongation: ASTM D 638 - 13%
- Humidity Resistance - ASTM D 2247 - No blistering or loss of gloss after 1000 hours
- Salt Spray: ASTM B 117 - 2000 hrs, no significant change in color or gloss QUV - ASTM G 53 - 2000hrs, no significant change in color or gloss.

Installation/Maintenance Documentation:

Explicitinstallationinstructions shall beprovidedwhich will include a detailedtop view and footingdrawings plus written instructions to assure proper installation of

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General Specifications *continued*

the equipment. Maintenance guidelines and inspection checklists shall also be provided. The provided installation instructions and maintenance instructions shall be "project" specific containing component information that is part of the playground design.

Packing List:

All shipments shall include a packing list for each skid/container, specifying the part numbers and quantities on each skid or within each container.

Packaging:

Support posts shall be individually packaged in sturdy, mar-resistant cardboard boxes. Components shall be individually wrapped or bulk wrapped to provide protection during shipment. Small parts and hardware packages will be placed in crates for shipment. Installation instructions shall be packaged within the hardware packages.

Maintenance Kit:

An order-specific maintenance kit shall be provided for each structure order. The kit will include a CD as well as packet with a second set of installation documents and order-specific maintenance documentation with recommendations on how often to inspect, what to look for and what to do to keep the equipment in like-new condition. The kit also includes primer, appropriate color touch-up paint, sandpaper, graffiti remover and additional installation tools and hardware.

PlayPod™/Tag Labels:

Equipment mounted technology containing information relative to that particular product purchase order for equipment manufactured by Playworld Systems, Inc. Information should be instantaneously available utilizing current Smart Phone technology through QR Code reader application. Information will be available for any Smart Phone user including children and caregivers, playground owners and maintenance workers. Technical information will include but be not limited to: date of manufacture, installation instruction(s), component specific details for parts reorder and maintenance schedules. Also included will be the manufacturer's sales order number, drawing number, bill of materials, part numbers and local distributor information. The user will have access to email any of these documents and can email Playworld Systems, Inc. or call Playworld Systems immediately using this technology.

Shade:

The fabric is woven of high density polyethylene monofilament 500 denier yarn that is annealed at 176° F. The weight per square yard is 11 ounces. Break Strength (ASTM D5034) is: Warp 309 lbs, and Weft 352 lbs. Burst Strength (ASTM D3787) is 490 lbs. Elongation compensation (ASTM D1682) is Warp @ 4% Weft @ 6%. Tear strength (ASTM D2261) is Warp 57 lbs Weft 82 lbs. Hydraulic burst (ASTM 3786) is 564 pounds per square inch. Includes Ultra Violet Stabilizers Tinuvin 783 & Irganox B215. Ultra Violet Stability is 10 years. Shade Effect (AS 4174): Angle of Incidence 92% to 94%. Ultraviolet block Angle of Incidence 90% to 92%

Origins™ Boulders and Climbers:

Concrete: Boulder shall be manufactured with a minimum of 2000 psi polyfibercrete. It shall have 90lbs/cubic feet average density. The use surface is sandblasted to achieve desired texture. The texture and shape will mimic natural rock formations. Different features and variations in the surface will provide the climbing routes.

Urethane Molded Bumper:

These parts shall be manufactured from TD 172-01B polyurethane. TD 172-01B polyurethane is a tough, abrasion resistant elastomer formulated for hand-batch processing. Excellent physical properties can be obtained with a room temperature cure without the utilization of mercury, MOCA or TDI. TO 172-01B meets the specification for UL 94V2 flame resistance. Cured properties shall be: Hardness (shore A) ASTM D-2240 65 ±5, Tensile Strength (psi) ASTM D-638 1365, Elongation at break ASTM D-638 335%, Tear strength (pli) ASTM D-695 125, Linear Shrink (in./in.) ASTM D-2566 0.002, Specific Gravity (g/cc) 1.06.

Coil Spring:

Shall be manufactured from stainless steel 20 mm diameter wire. Shall have an outside diameter of 180 mm Coil direction shall be right-handed. Complies to ASTM A-227/A-227M-90 standard specifications for steel wire, cold drawn for mechanical springs.

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General Specifications *continued*

RotationalMolded Polyethylene:

Shall be rotationally molded from color-compounded, first quality, linear low density, polyethylene.Dry-blended resins are not acceptable. Color-compounded polyethylene is stronger than dry blended resins providing better bonded strength with greater surface contact. Compounded color provides superior colorfastness, UV resistance, and impact resistance with solid color molecules. Polyethylene shall be ultraviolet (UV) stabilized to UV-8 and have anti-static additives. Cross-sectional design shall be .25 in. (6 mm) nominal thickness, double wall construction.

- •ASTM Specifications: Melt Index; D-1238: 5.0 – 6.89/10 min3
- •Material Density; D-1505: .932 – 936 g/cm
- •Tensile Strength; D-638: @ yield 2 in. min., 2,200, 2,500 psi.
- • Flexural Modulus; D-790: @ 1% secant, 73,000 – 87,200 psi.
- •Meets UL94HB Horizontal Burn Test.
- • Arm Test for impact strength (@ minus 40°C) (.25 in. thickness). 100 ft./lb.
- • UV Exposure (SAE 1960-89) QUV 500 hrs. Delta E less than 2.

Compression Molded Polyethylene:

Theseparts shall be manufacturedfrom 3/4high-density polyethylene that has been specially formulated for optimum UV stability and color retention. Products shall meet or exceed density of 960 G/cc per ASTM D1505, tensile strength of 2400 PSI per ASTM D638. Some parts are available in a two-color product with (2) ,100” thick exterior layers over a .550” interior core of a contrasting color.

Fiberglass Sign/Panel:

Signisasolid one-piece panel with allcopy and graphics embedded in the panel. Panel is manufactured out of fiberglass-reinforced plastic or equivalent with a non-yellowing, R-70 clear resin (or UV stabilized, acrylic-modified polyester resin) reinforced with high solubility, chopped strand fiberglass mat so that the index of refraction ensures total clarity of color, copy and graphics. Glass fibers will not be readily discernible on face. Material will have a glass content of no less than 28% of the total weight. Material will have an ambient temperature range of -65 to 350 degrees F. Material will have a min. barcol hardness of 50, tensile strength of 12,000 PSI, compressive strength of 20,000 PSI, and a flexural strength of 18,000 PSI. Minimum impact of the material is 6 ft. LBS. / in. Notch with a fire resistance of 500 degrees F. Material will not be permanently defaced by steam, acids, aromatics, scratching, inks, or paints and will be readily wiped clean with paint remover and solvents without affecting the appearance or legibility of the sign finish or graphics. Material will be opaque or translucent with a semi-gloss or matte finish. Panel edges will not be crazed or cracked, and the edge finish will be smooth, clean, and neat. Panel will be absolutely flat. Material will be warrantied for a period of 10 years against chipping, delaminating, and fading.

Rubber Platform and Belting:

Shallbemadefrom styrene butadiene rubber. With 2 piles ofpolyesterreinforcement. Athickness of 0.38 inch. A maximum tension of 220 pounds per inch width or higher. Coveron bothside of reinforcement.

Overhead Cables:

1/4” diameter; type 302 stainlesssteel; 19 x 7 strand core; performed and lubricatedformation; breaking strength of 5700 lbs.: MIL spec: MIL DTL-83140.

Adventure Rope:

Comprised of six-stranded and tempered cable with a polypropylene core.The galvanized steel wire cores of the sixstrands are inductively fused to polyamide coating.

Super Durable Polyester Powder Coat:

Powder coating is electrostatically applied at a thickness of2 to 5 mils (.002 - .005).Prior to finishing, components shall be cleaned with a three-stage alkaline bath and followed by a sealer for adhesion and rust inhibitor during the preparation process. Components are thoroughly dried before applying an epoxy/polyester primer. The primer is cured before applying Superdurable TGIC polyester powder. Finish quality conforms to ASTM Specifications:

- •Salt Spray Resistance Test; B-117: 4,000 hrs.
- •Impact Resistance Test; D-2794: min. 80 inch/lb.

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General Specifications *continued*

- •UV Exposure(G154,340):3,000hr.DeltaEof2, 90% gloss retention
- •Pencil Hardness Test; D-3363: 2H
- •Crosshatch Adhesion Test; D-3359-B: 100% pass
- •Conical Mandrel; D-522: 1/8 inch, no cracks
- •Gloss - 60°; D-523:

Super Durable Polyester Powder Coatings typically retain 90% of their original gloss after 1 year, and 50% of their original gloss after five years of Florida outdoor exposure. Expect Superdurable colors to retain 80% of their gloss after 2 years of outdoor exposure. These coatings are also shaded with high grade, light stable pigments and will shift less than 2dE in color after 2 years.

Steel Tubing:

Tubing shall be cold rolled, electric resistance welded tubing. Tubing shall be triple coated for maximum exterior protection: a hot-dipped Flo-Coat® uniform zinc galvanized coating, a chromate conversion coating and a clear polymer coating. Galvanized exterior coating weight shall be within the range of .4 oz./sq. ft. and .6 oz./sq. ft. Tubing shall have corrosion resistant, zinc-rich paint interior coating. ASTM Specifications: A-315, A-500, A-513, E-8.

- tensile strength 55,000 psi, yield strength 50,000 psi 3”x3” sq x 12 gA
- •tensile strength 55,000 psi, yield strength 50,000 psi 1.0219” OD x 14 gA
- •tensile strength 75,000 psi, yield strength 60,000 psi 1.315” OD x 14 gA
- tensile strength 75,000 psi, yield strength 60,000 psi 2.375” OD x 12 gA

Aluminum Tubing (Support Post and Sleeve):

Shall be extruded 6061-T6 extruded seamless aluminum alloy tubing. ASTM Specifications: A-315, A-500, A-513, B-221, QQ-A-200/8, E-8.

Aluminum Tubing (Arch):

Shall be an all welded assembly fabricated of 6063-T4 extruded seamless aluminum alloy tubing.

Decks / Platforms:

All shall be of modular design and have precision holes on the standing surface to prevent debris and water collection. There shall be slots in each face to accommodate face mounting of components. Decks shall be manufactured from a single piece of low carbon 12 GA (.105) sheet steel conforming to ASTM specification A-569. The sheet shall be perforated with a return flange on the perimeter to provide the reinforcement necessary to ensure structural integrity. There shall be no unsupported area. The unit shall then be EcoArmor coated.

Die Cast Clamps

Clamps / Castings shall be die cast of high strength 413 aluminum alloy. Tenzalloy (40-E, 315.0) is not acceptable as a load bearing clamp material. Ultimate tensile strength shall be 43 ksi. Clamps shall be provided as hinged assemblies to facilitate structure assembly. Unique S-lap design eliminates all string entanglement points at connection. Single bolt fastening system with built-in threads. Clamp connection disassembly and slippage is eliminated by using drive rivets. Double banded design provides the highest uniform clamping pressure around the entire clamp. Clamp shall be finished with a shot blast, primed with a cathodic epoxy coating conforming to MIL-P-53084 and coated with Super Durable Polyester Powder Coating. ASTM Specification B-85 aluminum alloy die casting.

Cast Aluminum Clamps/ Castings:

Shall be cast of high strength Almag 35 (535.0-F) aluminum alloy or A319 aluminum alloy. The ultimate tensile strength shall range between 18 – 35 ksi. Yield strength shall range between 13 – 23 ksi. ASTM Specifications: B-26. Federal Specifications: QQ-A-601.

Timber, Recycled Plastic

Shall be fabricated of recycled plastic. Shall be high density polyethylene containing over 90% recycled post-consumer waste by weight. Shall contain UV stabilizers and be color-consistent throughout the entire profile. Has exceptional resistance to corrosive substances, oils and fuels, fungi, salt spray, insects, and other environmental stresses. It will not rot, warp, splinter, crack, or absorb moisture. ASTM Specifications: , D-6109 (Elasticity Modulus & Flexural Stress), D-6111 (Density), D-6341 (Thermal Expansion), E-138 (Flash Point / Melt Temperature).

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General Specifications *continued*

Laminated Bamboo Panel

Exterior Grade Laminated Bamboo Panel

Compression:
- •Parallel To Grain: 13,488 PSI (ASTM 3501-86 A)
- • Perpendicular To Grain: 3043 PSI (ASTM 3501-86
- •Tensile Strength:
- •Parallel To Grain: 21,465 – 55,694 PSI (ASTM 3500-90)
- •Perpendicular To Grain: 543 PSI (ASTM 3500-90)

Flexural Strength:
- • 12,800 PSI (ASTM D3043)

Shear Strength:
- • 2,901 PSI (ASTM D3048)

Modulus Of Elasticity:
- • 2.9 E PSI (ASTM D 1037)

Thermal Properties:
- •Thermal Conductivity: K = (W/M· K (BTU·IN/H·FT2·°F)) = 0.14(0.94)
- •Thermal Resistivity: (R) Value = (K· M/W (H·FT2·°F/ BTU·IN)) = 7.9(1.1)
- •Specific Gravity: 0.60
- •Density: 42 LBS. / FT3

Dimensional Stability Coefficient:
- •Volumetric Stability Factor: 0.00144
- •Solid Dimensional Stability At 20% RH – Linear Expansion:
- •Parallel -0.04 Percent Average (ASTM D 1037)
- •Perpendicular -0.10 Percent Average (ASTM D 1037)
- •Thickness Swell: -0.13 Percent Average (ASTM D 1037)

Moisture Content:
- • Solid laminated bamboo: 5-9 percent (ASTM D 4442)

Flammability:
- •“Class B” (ASTM E 84 Surface Burning)
- •65 – Flame Spread Index Developed
- •68 – Smoke Index Developed

Pest Resistance:
- •Termite mortality when tested was 100%.
- •Durability against wood destroying fungi is very high.
- •Panels are indigestible to insects and micro-organisms and are more durable against decay than any wood product.

Polycarbonate Panel

- •Panel shall be made from polycarbonate sheet plastic 0.50 inch (12.7 mm) thick witha minimum allowable tolerance of 0.451 inch (11.45 mm) and a maximum allowable tolerance of 0.585 inch (14.86 mm).
- •Panels shall not have distortion in the form of a wrinkle, twist or scallop along the perimeter of the sheet.
- •Panel shall have a durable stucco finish with a pebbled tex t u re.
- •Panels incorporate ultraviolet stabilization technologies that are proven to maintain aesthetics and performance.

Compression Strength:
- • 12,500 PSI (ASTM D695)

Tensile Stress:
- •Yield: 9,000 PSI (ASTM D638)
- •Break: 9,500 PSI (ASTM D638)

Flexural Strength:
- • 13,500 PSI (ASTM D790)

Shear Strength:
- •Ultimate: 10,000 PSI (ASTM D732)
- •Yield:6,000PSI (ASTMD732)

8 in. Metal Tubing - 10 ga.

- •Shall be fabricatedof8in.outsidediameter,10gauge black steeltubing.
- •Tensile strength shall be 71,900 psi.
- •Yield strength shall be 54,500 psi.
- •Finished with a baked on polyester powder coating.

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General Specifications *continued*

Activo®

Archesand Posts:

Arches & Posts shall be fabricated of 5 in. outside diameter, 11 gauge galvanized steel tubing. Tubing shall be cold rolled, electric resistance welded tubing. Tubing shall be triple coated for maximum exterior protection: a hot-dipped Flo-Coat® uniform zinc galvanized coating, a chromate conversion coating and a clear polymer coating. Galvanized exterior coating weight shall be within the range of .4 oz./sq. ft. and .6 oz./sq. ft. Tubing shall have a corrosion resistant, zinc-rich paint interior coating. ASTM Specifications: A- 315, A-500, A-513, E-8. All support posts shall have a finished grade marker. Tubing shall have the following properties:

- •Tensile strength shall be 55,000 psi.
- •Yield strength shall be 50,000 psi.
- •% Elongation in 2 inches: 25
- •Modulus of Elasticity: 25 x 106 psi
- •Coated with Super Durable Polyester Powder Coating.

Activo® Bambino™

Arches and Posts:

Arches & Post shall be fabricated of 3-1/2 in. outside diameter, 13 gauge galvanized steel tubing. Tubing shall be cold rolled, electric resistance welded tubing. Tubing shall be triple coated for maximum exterior protection: a hot-dipped Flo-Coat® uniform zinc galvanized coating, a chromate conversion coating and a clear polymer coating. Galvanized exterior coating weight shall be within the range of .4 oz./sq. ft. and .6 oz./sq. ft. Tubing shall have a corrosion resistant, zinc-rich paint interior coating. ASTM Specifications: A- 315, A-500, A-513, E-8. All support posts shall have a finished grade marker. Tubing shall have the following properties:

- •Tensile strength shall be 55,000 psi.
- •Yield strength shall be 50,000 psi.
- •% Elongation in 2 inches: 25
- •Modulus of Elasticity: 25 x 106 psi
- •Coated with Super Durable Polyester Powder Coating.

Playmakers®

5” Steel Tubing:

Tubing shallbe cold rolled, electric resistance welded tubing. Tubing shall be triple coated for maximum exterior protection: a hot-dipped Flo-Coat® uniform zinc galvanized coating, a chromate conversion coating and a clear polymer coating. Galvanized exterior coating weight shall be within the range of .4 oz./sq. ft. and .6 oz./sq. ft. Tubing shall have a corrosion resistant, zinc-rich paint interior coating. ASTM Specifications: A- 315, A-500, A-513, E-8. All support posts shall have a finished grade marker. Tubing shall have the following properties:

- •Tensile strength shall be 55,000 psi.
- •Yield strength shall be 50,000 psi.
- •% Elongation in 2 inches: 25
- •Modulus of Elasticity: 25 x 106 psi
- •Coated with Super Durable Polyester Powder Coating.

Aluminum Tubing:

5”Aluminum Playmaker posts are manufactured from 6005-T5 extruded tubing conforming to ASTM B-221. Tubing shall have a .125 wall thickness and the following properties: - Tensile strength shall be 38,000 psi.

- •Yield strength shall be 35,000 psi.
- •% Elongation in 2 inches: 10
- •Modulus of Elasticity: 10 x 106 psi
- •Coated with Super Durable Polyester Powder Coating.

Challengers®

3-1/2”SteelTubing:

Postshall be fabricated of 3-1/2 in. outside diameter, 13 gauge galvanized steel tubing. Tubing shall be cold rolled, electric resistance welded tubing. Tubing shall be triple coated for maximum exterior protection: a hot-dipped Flo-Coat® uniform zinc galvanized coating, a chromate conversion coating and a clear polymer coating. Galvanized exterior coating weight shall be within the range of .4 oz./sq. ft. and .6 oz./sq. ft. Tubing shall have a corrosion resistant, zincrich paint interior coating. ASTM Specifications: A-315, A-500, A-513, E-8. All support posts shall have a finished grade marker. Tubing shall have the following properties:

- •Tensile strength shall be 55,000 psi.
- •Yield strength shall be 50,000 psi.
- •% Elongation in 2 inches: 25
- •Modulus of Elasticity: 25 x 106 psi
- •Coated with Super Durable Polyester Powder Coating.

ss_General-Specification • 01.30.17 • © 2015 Playworld Systems®, Inc.

1. ROTATIONALLY MOLDED PLASTIC SPECIFICATION:

- ColorCompounded Medium Density Polyethylene (MDPE)
- Medium Density Polyethylene (MDPE) = 0.935-0.936 g/cu-cm per ASTM D1505
- Tensile Strength = 2500 psi to 2900 psi per ASTM D638
- UV Stabilization – UV-16 minimum

Flexural Modulus = 93,000 psi to 98,600 psi per ASTM D790
Impact Strength, 0.250" Thickness = > 170 ft-lb per Associated of Rotational Molders test method (-40° C)
Weatherability – QUVA Testing for 1500 Hours with no signs of fade and minimum gloss loss
Static Electricity Performance – “Static-dissipation” material per MIL-STD-3010
Anti-Static Electricity compounds added as required for specific product applications.

A. Recycle Content and recyclability

- Recycled Material Content: Pre-consumer 0%, post-consumer 0%

Residual waste material in the production process is recovered and recycled.
End of life material can be recycled.

2. POWDER COATING SPECIFICATION:

A. TGIC Super-Durable Topcoat

• Opacity	99%	ASTM D2805
• Gloss at 60 Degrees	75-85%	ASTM D523
• Crosshatch Adhesion	5B (100%)	ASTM D3359B
• Hardness Value	2H or greater	ASTM D3363
• Impact Value	120-160 in-lb.	ASTM D2794
• Overbake (%) Adhesion	5B	ASTM D2454
• Overbake (%) Hardness Value	2H min	ASTM D2454
• Overbake (%) Impact Value	120 in-lb. min	ASTM D2454
• 1/4" Flexibility Value	180-degree 1/4”	ASTM D522
• 3/8” Flexibility Value	180-degree 3/8”	ASTM D522
• Film Thickness	5.0 mil min.	
• Cure Schedule	350 F for 10 Minutes	

B.Zinc-Rich Epoxy Primer Coat Specification (Enhanced Corrosion Preventative Coating Package)

• Primer Cure Schedule(GelOnly)	375 Ffor 5 Minutes	
• Gloss at 60 Degrees	>/= 60%	ASTM D523
Crosshatch Adhesion	5B (100%)	ASTM D3359B
Hardness Value	H min	ASTM D3363
Impact Value	40 in-lb min	ASTM D2794
Flexibility Value	180 deg 1/8”	ASTM D522
Film Thickness	3.0 mil min.	
Salt Spray Testing Performance		

C.General Coating Package Performance

- UV TestRequirements(Topcoat) 2000 hours min QUVA testing no signs of fade
- Salt Spray Testing Performance 2000 hours min. no failure, (galvanized substrate)

D.Recycle content and recyclability

- Recycled MaterialContent: Pre-consumer 0%, post-consumer 0%
- Residual waste material in the production process is not currently recovered and recycled.
- End of life material cannot be recycled.

3. STEEL PIPE/TUBE SPECIFICATION:

A.Structural Tubing: Posts, Guardrails, Climbers, Other, as specified on component drawings

- ASTMA500GradeB
- Minimum Yield Strength, rounds = 42ksi
- Minimum Yield Strength, square/rectangular = 46ksi
- Minimum Tensile Strength = 58ksi

B.Pipe: Climbers, Ladders, Special Equipment, as specified on component drawings

- ASTMA53Grade B
- Minimum Yield Strength = 35ksi
- Minimum Tensile Strength = 60ksi

C.Recycle Content and recyclability

- Recycled Material Content: Pre-consumer 0%, post-consumer 25%
- Residual waste material in the production process is recovered and recycled.
- End of life material can be recycled.

4. PVC COATING ON DECKS, STEPS, OTHER (as specified on component drawings):

- Textured PVC

• Durometer Hardness (Shore A)	73 +/-5	ASTM D2240
• Durometer, Full Cure (Shore A)	78 min	ASTM D2240
• Tear Strength	330 psi	ASTM D1004
• Tensile Strength	1600-1900 psi	ASTM D638
• Anti-Microbial Additive	Required	
• UV Light Stabilizer Additive	Required	
• UV Test Requirements	1500 hours QUVA testing with no signs of fade	
• Self-Extinguishing Material (FMVSS 571.302 Flammability Test)	Exceeds standard	

A. Recycle Content and recyclability

- Recycled Material Content: Pre-consumer 0%, post-consumer 0%
- Residual waste material in the production process is recovered and recycled at 50% of total waste.
- End of life material cannot be recycled.

5. SHEET STEEL/PLATE, DECK AND STEP COMPONENTS

- ASTM A653
- 12 Ga (0.108")

A. Recycle content and recyclability

- Recycled Material Content: Pre-consumer 10.19%, post-consumer 2.18%
  Residual waste material in the production process is recovered and recycled.
  End of life material can be recycled.

6. PIPE CAPS:

- Postcaps 319.0 F aluminum alloy ASTM B26. Permanent drive-in install via crush ribs.

A. Recycle Content and recyclability

- Recycled Material Content: 96% recycled content.
  Residual waste material in the production process is recovered and recycled.
  End of life material can be recycled.

7. CAST PIPE CLAMPS/FITTINGS:

- Cast535.0 F almagaluminumalloy ASTM B26
- Provisions for tamper-proof drive pin, or other, installation for "position locking".

A. Recycle Content and recyclability

- Recycled Material Content: Total recycled content is 47%
  Residual waste material in the production process is recovered and recycled.
  End of life material can be recycled.

8. FASTENERS/HARDWARE:

- 18-8 Stainless steel
  Pre-applied thread locking "patch" will meet IFI-125 or equivalent.

A. Recycle Content and recyclability

- Recycled Material Content: Pre-consumer 0%, post-consumer 0%
  Residual waste material in the production process is recovered and recycled.
  End of life material can be recycled.

9. CHAIN:

A. Galvanized Chain

- Laclede 4/0Armorgalv or Equivalent
- Maximum Working Load Limit = 670 lb or greater
- Minimum Proof Test Load = 1340 lb
- Minimum Ultimate Breaking Load = 2680 lb
- Minimum Elongation at Break = 10%

B. Recycle Content and recyclability

- Recycled Material Content: Pre-consumer 29.4%, post-consumer 64.5%
  Residual waste material in the production process is recovered and recycled.
  End of life material can be recycled.

C. Stainless Steel Chain

- 316
  Grade 50
  0.270 - .281" Dia.
  Maximum Working Load Limit = 670 lb. or greater
  Minimum Proof Test Load = 1600 lb.
  Minimum Ultimate Breaking Load = 5200 lb.
  Minimum Elongation at Break = 10%

D. Recycle Content and recyclability

- Recycled Material Content: Pre-consumer 0%, post-consumer 100%
  Residual waste material in the production process is recovered and recycled.
  End of life material can be recycled.

10. HDPE PLASTIC/PANELS:

- Compressionmolded high density polyethylene (HDPE)
- UV Stabilized
- Density = 0.952 g/cm3 per ASTM D1505
- Tensile strength of 4000 PSI per ASTM D638

A. Recycle Content and recyclability

- Recycled MaterialContent:Pre-consumer 0%, post-consumer 0%
- Note: There are selected items with a black core (e.g. Concerto Vibes) with pre-consumer content. Check with you CSR rep.
- Residual waste material in the production process is recovered and recycled at 100%.
- End of life material can be recycled.

11. PLAYWOOD MATERIAL (composite wood)

- MoistureShield Decking or equivalent
- UV Stabilized material, UVA tested to 1500 hours no apparent color fade
- Post-processing includes "edge break" of 1/8" minimum all applicable edges

A. Recycle Content and recyclability

- Recycled MaterialContent: Pre-consumer 57%, post-consumer 38%, total 95% recycled content
- Residual waste material in the production process is recovered and recycled at 99%. End of life material can be recycled.

12. ROPE:

A.Independent Wire Rope Strands and Core (IWRC)

- External covering of rope tobe braidednylon or multifilament polypropylene.
- Internal steel wires compliant to DIN 2078, EN 1176, and DIN EN ISO 2307
- Internal Core wire to be steel.

B.Recycle Content and recyclability

- Recycled Material Content: Pre-consumer 0%, post-consumer 25%
- Residual waste material in the production process is not recovered and recycled.
- End of life material can be recycled.

C. Fiber Core (FC)

- External covering of rope to be braided nylon or multifilament polypropylene. Internal steel wires compliant to DIN 2078, EN 1176, and DIN EN ISO 2307 Internal Core wire to be fiber.

D. Recycle Content and recyclability

- Recycled Material Content: Pre-consumer 0%, post-consumer 25% Residual waste material in the production process is not recovered and recycled. End of life material can be recycled.

13. BELT MATERIAL:

A. "Flex Tread" Material, 3/8" Thick SBR, Grey

- 0.375" (.95cm) thick
- 2-ply performance-woven mesh high-quality rubber/nitrile blend.
- Breaking strength of 21,120 lbs. (9579kg) per 12" width. (1760 lb. PIW)
- Non-marking
- "Light Impression" Top Surface, "Smooth" Bottom Surface

B. Recycle Content and recyclability

- Recycled Material Content: Pre-consumer 0%, post-consumer 0%
- Residual waste material in the production process is not recovered and recycled.
- End of life material can be recycled.

C. 1/4" Thick Textured SBR,

- 0.25 inthick
- 3-ply polyester mesh fabric
- Breaking strength of 3300 lbs. per inch width (pw)
- Mini Rough Top, Texture Bottom, Black

D. Recycle Content and recyclability

- Recycled Material Content: Pre-consumer 0%, post-consumer 0%
  Residual waste material in the production process is not recovered and recycled.
  End of life material can be recycled.

14. SPRAY ECO:

- PEthickness 12-20 mills on wear surface
- Tensile Strength – 1754 PSI
- Elongation – 13%
- Adhesion - ASTM D4551, ASTM D 3359 – 1230 PSI adhesion failure
- Hardness (Shore D) ASTM 2240 – 55
- Coating shall have a textured finish.

A. Recycle Content and recyclability

- Recycled Material Content: Pre-consumer 0%, post-consumer 0%
  Residual waste material in the production process is not recovered and recycled.
  End of life material can be recycled.

15. SPRINGS:

A. C spring

- 5/16x4in flat SAE51600 alloy spring steel with rounded edges
  Material must be quenched and tempered to a minimum of 90% tempered
- martensite microstructure
- Rockwell hardness – 55
- Core hardness shall be withing 5 Rockwell points of surface
  Finish hardness shall be Rockwell 42-46 with a tensile strength in the 180,000-
- 190,000 PSI range
- Coating – epoxy thermosetting powder coat gray primer
- Must meet
- ASTM d3359 for adhesion
- ASTM D522 for flexibility
  ASTM B117 for salt spray

B. Recycle Content and recyclability

- Recycled Material Content: Pre-consumer 60-80%, post-consumer 40-80%
  Residual waste material in the production process is recovered and recycled.
  End of life material can be recycled.

C. Coil spring

- ASTM A227 / A227M-90 cold drawn mechanical spring
- Wire diameter – 20mm
- Spring mean diameter – 1880mm +-2.90
- Coil direction – right-handed

D. Recycle Content and recyclability

- Recycled Material Content: Pre-consumer 60-80%, post-consumer 40-80%
- Residual waste material in the production process is recovered and recycled.
- End of life material can be recycled.

16. FIBERGLASS SIGNS:

- Fiberglass reinforced plastic
  All copy and graphic permanently embedded in panel
  Glass content of no less than 28% of weight
  Minimum impact of material must be 6ft lbs/in
  Glass fibers should not be readily discernable on face
  Material must be manufactured with a non-yellowing R-70 clear resin (or UV stabilized, acrylic modified polyester resin) reinforced with high solubility chopped strand fiberglass mat so that the index of refraction ensures total clarity of color, copy and graphics

A. Recycle Content and recyclability

- Recycled Material Content: Pre-consumer 0%, post-consumer 0%
  Residual waste material in the production process is recovered and recycled.
  End of life material can be recycled.

17. INJECTION MOLDED RUBBER:

- TPE-60OP299 styrenicbased TPE
  15% ocean plastic content
  Durometer 60A

A. Recycle Content and recyclability

- Recycled Material Content: Pre-consumer 0%, post-consumer 15-35%
  Residual waste material in the production process is recovered and recycled.
  End of life material can be recycled.

18. DIE CAST CLAMPS:

- Material tobe413.0 F aluminum
  ASTM B85
  Tensile strength – 22 KSI
  Powercron 590-534 black cathodic epoxy
  Film thickness - .4-1.2 mils
  Pencil hardness ASTM D3363 – 2H min
  Cross hatch adhesion ASTM D3359 – 4B – 5B
  Must be baked 20 min at 375 F (191C) metal temperature

A. Recycle Content and recyclability

- Recycled Material Content: Total 40-65%
  Residual waste material in the production process is recovered and recycled.
  End of life material can be recycled.

19. POLYCARBONATE:

A. Clear

- Material tobeclear polished UV resistant polycarbonate
- Tensile strength yield – 9000 PSI
- Tensile strength ultimate – 9000 PSI
- Compressive strength – 10400 PSI

B. Recycle Content and recyclability

- Recycled Material Content: Pre-consumer 0%, post-consumer 0%
  Residual waste material in the production process is recovered and recycled.
  End of life material can be recycled.

C. Colored

- Material to be clear UV resistant polycarbonate
- Color to be permanently embedded in panel between layers of clear polycarbonate
- Texture on top – stucco
- Texture on bottom - stucco
- Tensile strength yield – 9000 PSI
- Tensile strength break – 9500 PSI

D.Recycle Content and recyclability

- Recycled Material Content: Pre-consumer 0%, post-consumer 0%
- Residual waste material in the production process is recovered and recycled.
- End of life material can be recycled

PLAYWORLD LIMITED WARRANTY

Playworld Systems, Inc. warrants its products against structural failure due to defects in materials and workmanship for the warranty periods and material categories prescribed below.

1. LIMITED WARRANTY FOR AS LONG AS YOU OWN THE PRODUCT: Steel deck support posts, stainless steel hardware, clamps, deck hangers, post caps, and cast aluminum parts, except as otherwise specified below.

2. LIMITED TWENTY-FIVE (25) YEAR WARRANTY: Spring Mates® aluminum castings.

3. LIMITED FIFTEEN (15) YEAR WARRANTY: Perforated steel decks and stairs, steel rails, stationary weldments, rotationally-molded and sheet plastic components, Playwood recycled plastic lumber, roof panels, and stainless steel slides, except as otherwise specified below.

4. LIMITED TEN (10) YEAR WARRANTY: Fiberglass signage, Fun Centers™, FirstPlay™ play structures, pre-cast PolyFiberCrete® or reinforced concrete products, Timber Stacks™ Robinia timbers and galvanized hardware, non-stainless steel hardware, fabric shade steel frames and Shadesure and Colourshade FR fabrics (Note Exception: Limited Five (5) Year Warranty on fabrics in colors Red, Yellow, Electric Purple, Zesty Lime, Cinnamon, and Olive.)

5. LIMITED FIVE (5) YEAR WARRANTY: Steel reinforced cable net and rope fittings and connections (Note Exception: Warranty does not cover normal wear and tear such as fraying or fading of cable coating), PlaySimple® play structures, DropZone Tower™, LiveWire Zip Line™ (except as otherwise specified below), AeroGlider™, Border Timbers™, wood and polycarbonate panels, PE coating and PVC coating (against cracking and peeling), site amenities (i.e. benches, tables, litter receptacles, and bike racks), GFRP (Glass Fiber Reinforced Polymer) products, accessible swing seats latch and hinge mechanism, and motion/moving play components and parts.

6. LIMITED THREE (3) YEAR WARRANTY: Steel coil and C springs, flat webbing nets (excluding normal wear and tear), electronic panel speakers, sound chips, flex treads, and circuit boards.

7. LIMITED ONE (1) YEAR WARRANTY: NEOS®, electronic based play products, swing chain, swing clevises, swing galvanized attachment hardware, molded rubber bumpers, handholds, swing seats, and any other materials or custom products not covered above, all high wear items such as trolleys, cables, wheels, and bumper stops related to rail and cable ride products. (*For NEOS only, an extended 3-year warranty is available for purchase, providing 4 years of cumulative coverage.)

8. LIMITED SIX (6) MONTHS WARRANTY: PlaySoleil solar powered light.

BUYER'S REMEDY: If any products prove defective or non-conforming under normal use and within the above-prescribed warranty periods and material categories, Buyer must promptly notify Playworld Systems, Inc. in writing at 1000 Buffalo Road, Lewisburg, PA 17837 USA. Playworld may elect to inspect the alleged defect at Buyer's site or at Playworld's facility. Buyer shall not return products to Playworld unless authorized by Playworld to do so. Authorized returns must be properly packaged and shipped prepaid and insured, at Buyer's expense. Upon verification of warranty coverage, Playworld may elect, in its sole discretion, to repair defective or non-conforming products, or replace them by delivering products or parts free of charge to the site. Playworld's limited warranties do not cover the cost of labor to remove defective or non-conforming parts or to install repaired or replacement pa
limited warranties, Buyer accepts their terms and limitatio
rights it would otherwise have to claim or assert that such w
essential purpose. Buyer agrees that venue for any court action to enforce these limited warranties shall be in Union County in the State of Pennsylvania.

LIMITATIONS: All warranty periods begin on the date of Playworld's invoice. Repaired and/or replacement parts are warranted only for the balance of the original limited warranty period. Warranties extend only to the original Buyer/end user for products purchased from Playworld or a Playworld authorized reseller, and are not transferable.

Warranties apply only to Playworld products that are erected and installed in conformance with Playworld installation instructions, and that are maintained and inspected in conformance with Playworld maintenance and operational instructions.

Warranties specifically do not cover Playworld products:

- for cosmetic damage or flaws occurring under normal use, such as surface scratches, minor chips, hairline cracks, dents, marring, efflorescence, color fade, discoloration, corrosion/rust, fraying, or warping of recycled plastic lumber;
- that have been modified, altered, or repaired by unauthorized third parties;
- that have not been used as designed or intended, or misused;
- to which non-Playworld parts have been added or substituted;
- that have been removed from their original location and re-installed elsewhere;
- for changes in appearance of natural materials over time or cosmetic defects such as checks or splits in timber components;
- or that have been damaged due to excessive wear and tear, vandalism, abnormal use, abuse, negligence, environmental factors (such as wind-blown sand, salt spray, or airborne emissions from industrial sources), extreme weather (such as hail, flooding, lightning, tornados, sandstorms, earthquakes, or wind storms), and acts of God.

Playworld does not warrant that any particular color will be available for any specific period of time, and reserves the right, in its sole discretion, to discontinue any color for any reason.

THE FOREGOING LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR SELLER'S PRODUCTS, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT. SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING OR PERFORMANCE OR TRADE USAGE. SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF REVENUE, PROFIT, OR USE ARISING OUT OF A BREACH OF THIS WARRANTY OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, OPERATION, OR REPAIR OF ANY PRODUCT. IN NO EVENT WILL SELLER BE LIABLE FOR ANY AMOUNT GREATER THAN THE PURCHASE PRICE OF A DEFECTIVE PRODUCT.

Safety & Standards

CERTIFICATIONS AND SAFETY STANDARDS: ISO 14001 certification guarantees that Playworld Systems, Inc. meets the highest standards for environmental-responsible manufacturing.

ISO 9001 certification guarantees that Playworld Systems, Inc. meets stringent quality-control standards in manufacturing our play equipment.

The Consumer Product Safety Commission (CPSC) – Look for "CPSC Pub.325" to see Playworld Systems, Inc.'s CPSC-compliant products.

- **CPSIA** – Playworld Systems, Inc.'s products meet or exceed the requirements of the Consumer Products Safety Improvement Act (CPSIA) of 2008.

The European Norm (EN) covers general safety requirements and test methods. Look for "EN1176" to see Playworld Systems, Inc.'s EN-compliant products.

The European RoHS directive restricts the use of six hazardous materials in the manufacture of electronic equipment, and seeks to reduce the amount of hazardous materials entering electronic products. All Playworld Systems, Inc.'s electronic products are RoHS compliant.

- **Singaporean Standard** – Based primarily on the ASTM standards, the Singaporean Standard is widely used throughout Asia.

In the interest of playground safety, the International Play Equipment Manufacturers Association (IPEMA) provides a Third Party Certification Service whereby a designated independent laboratory, TÜV SÜD America Inc., (TÜV), validates an equipment manufacturer's certification of conformance to the ASTM F1487 Standard Consumer Safety Performance Specification for Playground Equipment for Public Use, except sections 7.1.1, 10, 13.1.1, 13.1.2, 13.2, and 13.3; to CAN/CSA Z614 Children's Playspaces and Equipment, except clauses 10 and 11; or both. A list of current validated products may be viewed at www.ipema.org.

In the Interest of playground safety, the International Play Equipment Manufacturers Association (IPEMA) provides a Third Party Certification program whereby a designated independent laboratory, TÜV SÜD America Inc., (TÜV), validates a surfacing manufacturer's certification of conformance to ASTM F1292, Standard Specification for Impact Attenuation Under and Around Playground Equipment Performance Criterion, Section 4.2; ASTM F1292, Standard Specification for Impact Attenuation Under and Around Playground Equipment Performance Criterion (in its entirety); ASTM F3351, Standard Test Method for Impact Testing In Laboratory at Specified Test Height; and for an engineered wood fiber manufacturer its certification of conformance, also to ASTM F2075, Standard Specification for Engineered Wood Fiber for Use as a Playground Safety Surface Under and Around Playground Equipment; and for a Loose Fill Rubber manufacturer its certification of conformance, also to ASTM F3012, Standard Specification for Loose Fill Rubber for Use as a Playground Safety Surface under and around Playground Equipment. A list of current validated products, their thickness and critical height may be viewed at www.ipema.org.

TERMS OF SALE • PRICES: Prices are subject to change without notice. Unless otherwise stated in writing, all prices are F.O.B. Lewisburg, PA, USA, and sh
be exclusive of installation, surfacing, transportation, insurance, taxes, license fees, customs fees, duties, premiums, fees, and other charges. DESIGN: Playwo
Systems, Inc. continually improves play equipment to better serve our customers and therefore reserves the right to change the design specifications without noti

No Fault Safety Surface for Playgrounds

ProductSpecification

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EPDMPOURED-IN-PLACERUBBER SURFACING
for PLAYGROUNDS

PART 1 – GENERAL

1.01 WORK INCLUDED

This work includes furnishing and installing the No Fault Safety Surface. The surfacing manufacturer/installer shall be responsible for all labor, materials, tools, and equipment to perform all work and services for the installation of the surface.

1.02 DESCRIPTION OF SYSTEM & GENERAL CONDITIONS

No Fault Safety Surface shall be poured-in-place and trowelled to provide for a resilient, seamless rubber surface installed over the specified rigid base. No Fault Safety Surface is comprised of an SBR rubber impact attenuation layer and an EPDM color wear layer, with both layers being mixed with a non-flammable, non-shrinking, one part moisture cured polyurethane adhesive as recommended by the manufacturer and capable of bonding to concrete, asphalt, or compacted stone. No Fault Safety Surface shall be stable and slip resistant to comply with, meet or exceed all requirements set forth in the Americans with Disabilities Act (ADA), the American Society for Testing Materials (ASTM International) and the Consumer Product Safety Commission (CPSC) for manufactured safety surfaces as detailed below.

1.03 QUALITY ASSURANCE

Safety Surface shall meet or exceed the following performance requirements:

A. Applicable Standards (Test Results & Certifications):

1. Impact Attenuation - ASTM F1292: Surface system that is within the use zone of the surrounded playground equipment shall be tested in accordance with most current ASTM Specification F1292 and shall meet or exceed the performance requirements of ASTM F1292, CPSC and/or CSA Z614. Thus, surface system shall exhibit a head injury criterion (HIC) not exceeding 1000 and a value of acceleration recorded during an impact (g-max) not exceeding 200 from a fall height at or greater than the critical fall height of the installed play equipment structure as determined by the playground equipment manufacturer and/or as shown on drawings.
2. Coefficient of Friction & Permeability - ASTM D2047
3. Surface Frictional Properties & Skid Resistance – ASTM E303
4. Flammability of Finished Floor Cover - ASTM D2859
5. Accessibility of Surface Systems – ASTM F1951
6. Tear Strength – ASTM D624 Standard Test Method for Tear Strength of Conventional Vulcanized Rubber and Thermoplastic
7. Tensile Strength – ASTM D412 Standard Test Methods for Vulcanized Rubber Elastomers and Thermoplastic Elastomers
8. Solar Reflective Index (SRI) – ASTM E1980 and ASTM E903
9. IPEMA Certification Required: International Play Equipment Manufacturers Association (IPEMA) provides a Third-Party Certification Service whereby a designated independent laboratory validates a surfacing manufacturer's certification of conformance to the most current ASTM F1292 Standard Specification for Impact Attenuation Under and Around Playground Equipment. A list of manufacturers and certified products can be validated at www.ipema.org.

B. Installer Qualifications

1. All materials under this section shall be installed by the manufacturer's certified installers. The playground surface installation shall not be performed by anyone other than the product manufacturer's certified installers.
2. The installation crew shall include at least one member that has completed the OSHA (10+) Training course and received certification.

C. Contractor Pre-Qualifications

1. A list of project references completed with a similar application. The list shall include the name and contact information of the project representative at the time of the original installation.
2. All bidders must also submit Material Safety Data sheets (MSDS) and Product Data Sheets on all materials.
3. Insurance Requirements - All bidders must carry minimum insurance of:
   a) $1,000,000 General Liability Per Occurrence
   b) $2,000,000 General Aggregate
   c) $2,000,000 Products Completed Operations
   d) $5,000,000 Excess Liability
   e) $1,000,000 Workers Comp. & Employers Liability
   f) $1,000,000 Automobile Liability (any Auto)

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1.04 SUBMITTALS

A. One (1) digital submittal package shall be supplied upon request.
B. Manufacturer's descriptive data and installation instructions.
C. Manufacturer's details showing depths of wear surface and sub-base materials, anchoring systems, and edge details.
D. A list of all materials and components to be installed, including manufacturer's name, storage requirements, and precautions, and shall include chemical composition and test results to which material has been subjected in compliance with these specifications.
E. Test results to substantiate that the product meets or exceeds all ASTM & ADA requirements for each standard listed in Section 1.03 Quality Assurance. Test must be performed and certified by an independent laboratory.
F. Copy of IPEMA Certification.
G. Documentation of Contractor Pre-Qualification as stated in Section 1.03 Quality Assurance.
H. Documentation of Insurance Requirements as stated in Section 1.03 Quality Assurance.
I. Statement signed by the manufacturer of the synthetic safety surfacing attesting that all materials under this section shall be installed by the manufacturer or its Certified Installers.
J. Upon request, reference list to include a listing of installations where similar applications have been installed and have been in successful service for a minimum period of three (3) years. This list shall include name and contact information for project representative at time of original installation.
K. Upon request, a sample specimen of safety surface proposed for this project.
L. Upon request, a list of all organizations and affiliations of the company offering the product(s).

1.05 DELIVERY, STORAGE and HANDLING:

Materials and equipment shall be delivered and/or stored in accordance with the manufacturer's recommendations.

1.06 PROJECT SITE CONDITIONS:

A. Synthetic safety surfacing shall be installed on a dry subsurface, with no prospect of rain within the initial drying period, at temperatures recommended by the manufacturer.
B. Installation in weather condition of extreme heat, temperatures less than 50 degrees (F), and/or high humidity may impact cure time, and/or the structural integrity of the final product. The immediate surroundings of the site shall be free of dust conditions and poor particulate air quality will impact the final surface look.
C. The playground surface installation manager shall reserve the right to control the project schedule installation based on such factor without penalty to No Fault, LLC.
D. Safety surfacing shall be installed after the playground equipment unless otherwise noted.
E. The project manager or designated individual of playground equipment and sub-base installation shall coordinate Surface installation, with No Fault's local production manager and in accordance with No Fault's sub-base requirements.

1.07 WARRANTY:

Surfacing shall be guaranteed against defects in workmanship and material for a period of no less than five (5) years or as specified and agreed upon per contract.

PART 2 – PRODUCTS

Product shall be No Fault Safety Surface as manufactured, installed and distributed by No Fault, LLC |800-232-7760| or www.nofault.com.

NOTE – Other products will be allowed only if prior approved as per Section 2.02 Product Substitutions & Approved Equals

2.01 MATERIALS

A. Polyurethane Binder
1. Polyurethane binder for safety surfacing shall be specifically designed for use with rubber granule material for outdoor installations.
2. No Toluene Diphenyl Isocyanate (TDI) shall be used.
3. No filler materials shall be used in urethane such as plasticizers and the catalyzing agent shall contain no heavy metals.
4. Weight of polyurethane shall be no less than 8.5 lbs/gal (1.02 Kg/1) and no more than 9.5 lbs/gal (1.14 Kg/1)
5. COLOR TINTED BINDER WILL NOT BE ALLOWED.

Allinformationcontainedwithinsubject to change withoutnotice
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6. Aromatic orAliphatic Polyurethane Bindershallbe acceptablebasedonthe surface manufacturer'srecommendation (see SECTION 3.03 Installation).
7. Aromatic Binder shall be standard for all applications unless stated otherwise at time of bid.

B. SBR (Impact Layer)
1. Only 100% shredded styrene butadiene rubber may be used.
2. Strands of SBR may vary from 0.5 mm – 2.0 mm in thickness by 3.0 mm – 20 mm in length.

C. EPDM (WearSurface)
1. EPDM particles shall meet requirements of ASTM D-412 and CSA Z614-98 for tensile strength and elongation; and ASTM D 2240 (Shore A) hardness of 55-65, not less than 26 percent rubber hydrocarbons.
2. EPDM shall be peroxide cured with an EPDM content of 26% and shall include a processing aid to prevent hardness with 26% poly content to maintain dynamic testing characteristics, weatherization, and UV stability.
3. Size of rubber particles shall be not less than 1.0 mm, or greater than 3.0 mm across with a minimum EPDM content of 25% by weight and certified letter from manufacturer stating this content. All rubber shall remain consistent in gradation and size.
4. STRAND, SHAVED, CHIPPED OR SHREDDED RUBBER IS NOT ACCEPTABLE IN THE POURED CAP.

2.02 PRODUCT SUBSTITUTIONS & APPROVED EQUALS

A. All product substitutions must be submitted for preapproval at least fourteen (14) days prior to bid opening date. A complete submittal package, as outlined in Section 1.04 Submittals, must be provided before a substitute product will be considered for preapproval. If the product submitted for preapproval cannot meet all requirements of the submittal package, it will not be considered.

B. Once all products submitted for substitution have been reviewed, a list of the approved substitutes will be circulated and made available to bidders.

PART 3 – EXECUTION

3.01 SUB-BASE REQUIREMENTS

A. Owner or Owner's representative shall provide sub-surface in accordance with manufacturer's recommendation for the project location and application.

B. The base shall be concrete, asphalt, or compacted stone installed in accordance with manufacturer's written specifications. PIP

C. surface application is porous and subsurface with positive drainage is required for all approved sub surfaces.

D. The base shall have the specific minimum slope of two percent (2%) and shall vary no more than one-eighth inch (1/8") when measured in any direction with a ten-foot (10') straight edge. Verify that sub-surfacing drainage, if required, has been installed to provide positive drainage.

E. Tolerance of concrete or bitumininous subsurface shall be within one-eighth (1/8") inch (3.0mm) in ten-feet (10') (3050mm). Tolerance of aggregate subsurface shall be within three-eighths (3/8") inch (10mm) in ten-feet (10') (3050mm). Verify

F. that aggregate subsurface is fully compacted to ninety-five (95%) percent or greater.

G. Asphalt base shall be allowed to cure a minimum of fourteen (14) days and new concrete shall be allowed to cure a minimum of seven (7) days prior to installation of safety surface.

H. All sub-bases shall be approved by the owner, owner's representative, and safety surface manufacturer prior to installation of the safety surface.

I. Alternate sub-base material shall have prior approval from safety surface manufacturer.

3.02 PREPARATION

A. Scheduling – No Fault Safety Surface shall be installed after other sub-contractors are complete, the area is free from pedestrian traffic, and under the conditions as outlined in Section 1.06 Project Site Conditions.

B. Cleaning - The entire subsurface shall be clean, dry, and free from any foreign and loose material.

3.03 INSTALLATION

A. SBR Cushion Layer
1. The polyurethane binder and SBR shall be mixed on site using a rotating tumbler to ensure components are thoroughly mixed and are in accordance with manufacture's recommendations.
2. Binder shall be not less than fourteen (14%) percent, nor more than twenty-two (22%) percent, of the total weight of rubber, and shall provide one hundred (100%) percent coating of the particles.
3. The SBR and binder mixture will then be poured-in-place by means of screeding, and hand-trowelled to maintain a seamless application.

4. Theinstallationmethodshall use a measured screed rod one-sixteenth(1/16”)inch thickerthan the required depth.
5. Whenever practical, SBR cushion layer shall be installed in one continuous pour on the same day. When a second pour is required, the installer shall fully coat the edge of the previous work with polyurethane binder to ensure 100 percent bond is achieved.
6. Total depth of the safety surface system throughout the playground equipment use zone shall be required to meet the applicable critical fall height requirements of the playground equipment or as specified by owner or architect.
7. Edges - Surface edges shall be flush with edge of adjacent area or tapered to provide safe transition. When connecting to a concrete curb or border the hardened edge shall be primed with adhesive.
8. The SBR cushion layer surface shall be porous and subsurface with positive drainage is required.

B. EPDM Wear Course Layer
1. EPDM rubber granules and polyurethane binder shall be mixed on site in a rotating tumbler to ensure components are thoroughly mixed and are in accordance with manufacture’s recommendations.
2. The polyurethane binder shall be not less than 20 percent (20%) of total weight of rubber used in the wear surface and shall provide 100 percent (100%) coating of the particles.
3. The EPDM and binder mixture shall then be poured-in-place by means of screeding, and hand-trowelled to maintain a seamless application.
4. The installation method shall use a measured screed rod one-sixteenth (1/16”) inch thicker than the required depth. The thickness of the wear layer will be no less than one-half (½”) inch.
5. High graphic project will require ½” minimum depth for wear layer. Inlaid graphic designs and color transitions shall be installed at the full depth of the color EPDM color wear layer.
6. The EPDM color wear layer shall have a minimum weight of 2.9 pounds per square foot for one-half (½”) inch depth.
8. The EPDM color wear layer shall be porous.
9. Edges - Surface edges shall be flush with edge of adjacent area or tapered to provide safe transition.
10. Large Areas - All areas more than 2,000 sq. ft. or that require adjacent color pours shall have a cold joint or seam due to the nature of the installation process. Although seldom visible, large areas or adjacent colors shall require the playground surface application to be installed on separate days.
11. Color:
    a. Standard colors shall include terra cotta red, blue, green, or tan.
    b. Standard color blend shall include any standard color mixed with 50% black.
    c. Light colors & accent colors shall include light blue, light green, teal, eggshell, cream, tan, gray, purple, yellow, orange & bright red.
    d. Aliphatic binder shall be recommended for light colors and accent colors to prevent ambering.
    e. Color selection shall be provided at time of bid and approved by the architect or owner during the submittal process, unless otherwise stated on plans.

3.04 PROTECTION

A. The PIP playground surface application shall be allowed to fully cure in accordance with manufacturer’s instructions. The surface shall be protected by the owner or contractor to prevent all pedestrian traffic from the playground surface area during the curing period of 48 to 72 hours after surface installation is complete, or as instructed by the manufacturer.
B. Surface installation crew shall be responsible for the protection of No Fault Safety Surface during the installation process. The owner or general contractor shall be responsible for the protection of the surface during the crews off hours and during the curing period upon completion of the installation.

3.05 CLEAN UP

A. The manufacturer’s installers shall not leave adhesive on adjacent surface or play equipment. Spills of excess adhesive shall be promptly cleaned.
B. The manufacturer’s installers shall properly dispose of all material and packing waste before leaving the job site.
C. The owner or contractor shall be responsible for supplying a dumpster at the job site for all waste associated with installation of the safety surface.

FOR INDIVIDUAL PROJECT SPECIFICATIONS OR OTHER INFORMATION INCLUDING CRITICAL FALL HEIGHT REQUIREMENTS for the PLAYGROUND EQUIPMENT
CONTACT: NO FAULT, LLC | 800-232-7766 | WWW.NOFAULT.COM

NO FAULT LLC
3112 Valley Creek Drive, Ste. C
Baton Rouge, LA 70808
225-215-7760 www.nofault.com

NO FAULT SAFETY SURFACE
SAMPLE PRODUCT WARRANTY

Project Name:
Address:

NF Job No.:
Customer:
Date of Completion:

NO FAULT LLC ("NF") warrants to the original purchaser (established as “Customer” above) that the No Fault Safety Surface ("NFSS"), installed under the above referenced Project, will conform to the NFSS specifications and remain free from defects in materials and workmanship for a period of five (5) years, per the terms and conditions provided herein. This limited warranty is expressly made in lieu of any other warranties and is exclusive to the original Customer.

This limited warranty shall provide for repairs or replacement of any defective materials or workmanship in the surface area(s) that fail during the warranty period. This warranty shall commence on the date of substantial completion (as established above) and shall provide for one hundred (100%) of the cost to repair or replace the failed area(s) for a period of one year. Thereafter, the warranty covers eighty percent (80%) of the cost to repair the affected areas from the first anniversary of substantial completion until the second anniversary of substantial completion. Thereafter, the warranty covers sixty percent (60%) of the cost to repair the affected areas from the second anniversary of substantial completion until the third anniversary of substantial completion. Thereafter, the warranty covers forty percent (40%) of the cost to repair the affected areas from the third anniversary of substantial completion until the fourth anniversary of substantial completion. Thereafter, the warranty covers twenty percent (20%) of the cost to repair the affected areas from the fourth anniversary of substantial completion until the fifth anniversary of substantial completion, at which date NF's obligations under this warranty are terminated.

All warranty claims shall be made in writing to NF within thirty (30) days of the Customer’s knowledge thereof. The written notification from the Customer shall include the following: the date of the first notice of the failure, details of the failure, photos of the failed area and a request for a warranty claim meeting with NF at the installation site (if applicable). NF shall determine the validity of all claims after sufficient evidence has been gathered. NF shall then replace, repair, or make a refund for any claims validated by it. Any refund, credit or allowance provided to the Customer on a warranty claim is exercisable only if said allowance is used to accommodate replacement with NF's then current surfacing system. NF's liability for warranty claims shall in no event exceed the cost of repair or replacement of such area(s) that have failed. Customer agrees that in no event shall NF have any liability to Customer for loss of use or loss of profits or any form of consequential damages.

Any dispute as to whether and to what extent there is a NFSS failure and subsequent valid warranty claim within the meaning of this warranty shall be initially dealt with by joint investigation and discussion between NF and Customer in order to achieve a mutually agreeable solution. If a solution cannot be reached within thirty (30) days, then either the Customer or NF may submit the matter to an accredited arbitrator who is a member of the American Arbitration Association and who shallmake a determination in accordance with the rules and regulation of the American Arbitration Association. The decision of the Arbitrator shall be binding on both parties.

This warranty does not include normal wear and tear, discoloration or fading as a result of ultraviolet rays, shrinkage (which is an inherent characteristic of elastic rubber), any damages to the surface during the curing period, or improper sub-base design or construction, including but not limited to surface cracking along expansion joints or separating from an adjacent border, curb, walkway, or existing surface. If the underlying sub-base materials fail for any reason whatsoever (including hydrostatic pressure, cracking, shifting, heaving), then NF's warranty shall be rendered invalid.

NF is under no obligation or responsibility to repair and/or replace the NFSS product if damaged by lawn and landscaping equipment; vehicular traffic; vandalism (including burns, cuts, gouges, etc.); product misuse, abuse or alteration; improper drainage; improper or lack of maintenance; any foreign residue that may be deposited on the surface; any foreign matter from surrounding areas (i.e. any substance other than those indicated on NF's MSDS sheets) that may be siphoned through, migrated in, lodged in and/or harden the surface; sharp objects (high heels, spikes, etc.); use of unapproved cleaning materials; or acts of God.

NO FAULT LLC
3112 Valley Creek Drive, Ste. C
Baton Rouge, LA 70808
225-215-7760 www.nofault.com

NO FAULT SAFETY SURFACE
SAMPLE PRODUCT WARRANTY

Project Name:
Address:

NF Job No.:
Customer:
Date of Completion:

Specifically regarding Underwater, Water Play, and Pool-deck applications, foreign or excessive chemicals in the water can cause potential damage to the NFSS product resulting in fading, chalking, bleeding, and/or degradation. Pool chemicals and water treatments such as "Ozone" and chlorine levels with a ppm of greater than 3 will harm and degrade the NFSS. NF will not warrant the NFSS product when foreign or excessive chemicals are used in or around the surface installation. NF will not warrant against mold or mildew caused by improper drainage and/or improper sloping around the pool area, sauna area, steam area or shower area. Recommended minimum slope for positive drainage is 2% for areas over 2000 SF.

Customer acknowledges that the limited warranty will be voided if the Customer fails to follow the NFSS Maintenance Guidelines (attached hereto); keep maintenance and impact attenuation testing records; or fails to make payment in a timely manner as per the terms and conditions of the agreed contract. Customer also acknowledges and agrees that it will not, under any circumstance, make alterations to the NFSS product without the written authorization of NF. Any unauthorized alteration by the Customer could result in the termination of any existing warranty for the NFSS and shall also give rise to the duty of the Customer to hold harmless, defend and indemnify NF from any claim, suit or cause of action, personal injury, death, or property damage arising out of or related to said alteration.

WARNING: Surface areas can become extremely hot due to exposure of direct sunlight. Shoes and/or socks must be worn at all times. Customer is responsible for proper supervision of children when in contact with the surface. In addition, warning signs are recommended to be posted in all areas to prevent small children from touching or crawling on to surface areas that may be hot due to extended sun exposure in excessive temperatures. During winter and/or seasons when temperatures fall below 32°F, the impact attenuation performance of the NFSS system can be compromised. In this case, it is recommended to discontinue use until surface is no longer frozen. No Fault Sport Group assumes no liability to such exposure of surfacing temperature as this should be monitored prior to use of surfacing. No Fault Sport Group also assumes no liability to the expansion and contraction of the surfacing during freeze/thaw events.

NO REPRESENTATIVE OF THE SELLER HAS AUTHORITY TO MAKE ANY REPRESENTATION OR PROMISES EXCEPT AS STATED HEREIN. THERE ARE NO WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE THAT EXTEND BEYOND THE WARRANTIES CONTAINED IN THIS DOCUMENT. NF SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES TO THE STRUCTURE OR ITS CONTENTS ARISING UNDER ANY THEORY OF LAW WHATSOEVER.

NO FAULT LLC: _____

Jay Ratelle, Vice President of Operations

Warranty issue date: _____

SECTION 02788 PLAYGROUND GRASS RESILIENT SURFACING:
Playground Grass Academy

PART 1 – GENERAL

1.1 RELATED DOCUMENT

A. Drawings and general provisions of this contract, including general and supplementary conditions and other division 1 specification sections apply to this section.

1.2 DESCRIPTION OF WORK

A. Playground Grass resilient surface systems for surfaces under and around playground equipment including but not limited to the furnishing and installing an artificial grass safety surface over a compacted base. Finished product shall be seamed to provide a resilient, continuous surface over the entirety of the project surface. Work includes for all labor, materials, tools, equipment, and applicable taxes to perform all work and services for the installation of the surface.

1.3 REFERENCE SPECIFICATIONS AND STANDARDS

A. Materials and methods of construction shall comply with the latest provisions of the following standards:

I. ASTM F 1292-04 “Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment”.

II. ASTM D2859 “Flammability Standard”.

III. ASTM F1951-99: “Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment.”

1.4 SUBMITTALS

No alternate product must be submitted with prior approval packages a minimum of ten (10) days prior to bid date. Submittal packages shall include but not be limited to:

A. Laboratory Test Reports: Materials certificates certifying each material item complies with, or exceeds, specified requirements. Certificates of compliance must be signed by materials producer and contractor.

B. Product Verification: Delivery slip for each material shipment, including turf and infill material.

C. Warranties: Product and maintenance warranties must be provided to owner prior to installation.

D. Field test inspection reports and samples for material including impact attenuation, permeability, and flammability.

E. Playground Grass Surface Installer Qualifications: A list of ten (10) playground surfacing projects completed with a similar product within the last five (5) years. List shall include names of project representatives and respective telephone numbers. This list shall also contain projects which require the same level of difficulty: e.g. number of poles and cutouts, transitions, and other special requirements. These ten (10) projects shall have been contracted and installed by the company bidding the job.

F. Product Substitution Submittals: Contractor shall provide the following material for Playground Grass material substitution.

I. At least one project in excess of 5,000 square feet and completed in the two (2) years.

II. Two 1'x1' product samples.

III. Product warranty and guarantee from manufacture warranting against all defects for a 15 year period.

IV. A written guarantee from manufacturer for workmanship.

V. Impact attenuation (per fall height requirements), permeability, and flammability test results from independent approved and certified testing laboratories.

VI. The artificial grass installer/contractor will provide a maintenance procedure for the installed surface.

1.5 TESTING OF MATERIALS

A. The following are test results from an independent testing laboratory which must also be submitted:

I. Impact Attenuation: ASTM 1292-04: Impact attenuation test results will be provided. These test results shall be certified and submitted on the letterhead of an independent testing lab. Impact attenuation test results shall meet or exceed Consumer Product Safety Commission Guidelines for impact attenuation (G-max and Head Injury Criterion "H.I.C."). Test results must be administered and evaluated under the same test and these results must be shown for three drops at each required temperature: 32°, 72°, 120°; yield less than 200 G's and less than 1,000 H.I.C. Only test results from ASTM testing approved laboratories, F8 committee will be acceptable.
Approved testing laboratories are TSI and Detroit Testing.

II. Permeability: Product shall meet or exceed a coefficient of permeability of 31" per hour.

NOTE: From a geotechnical standpoint, the permeability of a material is a measure of the velocity at which water will flow through the void spaces or pores under a given hydraulic gradient. The product shall handle a minimum of 20" of rainfall per hour.

III. Flammability (PILL test)

NOTE: To assure compliance with a, b, and c installation shall be provided by an approved installer, who has at least five successful installs.

1.6 WORKMANSHIP AND QUALITY ASSURANCE

A. The artificial grass is to be installed per manufacturer's specifications.

B. All artificial grass and components shall be provided by a single source.

1.7 DELIVERY AND STORAGE OF MATERIALS

A. Artificial grass will be delivered in rolls 15' wide and wrapped in plastic. SafetyFoam Pro™ will be delivered on pallets in a separate shipment.

B. Products will be stored out of sight (as much as possible) and secured the same to prevent tampering.

1.8 GUARANTEE/WARRANTY OF THE MATERIAL AND WORKMANSHIP

A. The artificial grass installed under this contract will be warranted for a period of fifteen (15) years for materials and covers the surface for wear, through deterioration and excessive fading/UV degradation. Vandalism and force majeure will not be covered. Written warranty must be submitted by the installer.

B. When defective material or workmanship is discovered which will require repair or replacement, all such repair work or replacement work shall be done by the contractor at its own expense after written notification is given of such required repairs. However, if the contractor fails to comply with the requirements of the above guarantee within a reasonable time after notification is given, the repairs will be made by others at the contractor's expense.

I. Any unsafe conditions that arise shall be secured and maintained by the installer until all required repairs or replacements have been completed.

II. All resurfacing will conform in kind and quality to the specifications set forth in the plans and specifications and will be free of defects in workmanship and material.

PART 2 - PRODUCTS

2.1 DESCRIPTION OF SYSTEM

Resilient safety surface shall be Playground Grass Academy as manufactured by ForeverLawn Inc. Resilient safety surface shall have all of the following requirements independently and collectively:

A. Blades: Primary blades to be field green and secondary blades to be a turf green/tan blend. The primary blades will be 100% polyethylene slit-film. Polyethylene blades will be slit film straight and curled. The secondary blades to be heat set texturized nylon monofilament. Tufting construction requires dual primaries in the same row.

B. Weight: The product face weight will be 48 ounces. With backing, the total weight of the product will be 98 ounces.

C. Tufting: The tufting gauge will be 3/8", pile height 1 7/8".

D. Backing: The backing shall be a multi-layered, three part:

I. First single layer (stabilized primary consisting of polyester, fiberglass, and polyurethane. It is 18 pic construction and 6 ounces.

II. Second layer is a minimum of 40 ounce urethane layer.

III. Third layer is nonwoven, recycled, geotextile fleece.

E. Seams: Primary seaming system shall be a micromechanical seam, utilizing hook and loop technology.

F. Resilient subsurface padding: SafetyFoam Pro which is a closed cell expanded polypropylene panel.

G. Infill: Material will be 10/20 or 14/20 crumb rubber, silica sand, Envirofill®, or T°Cool®

PART 3 - EXECUTION

3.1 BASE REQUIREMENTS

A. The base shall be angular stone, leveled, and compacted at a depth of 3" to 4".

3.2 PREPARATION

A. The perimeter of the area shall be defined with a composite nailer board, unless an acceptable surface for anchoring the turf currently exists. These nailer boards will be secured into concrete or blacktop, or held in place with rebar spikes.

B. Cleaning: the entire surface shall be clean and free from any foreign and loose material.

C. 3.3 INSTALLATION

A. SafetyFoam Pro resilient subsurface padding will be laid out in 2'x4' interlocking panels over the base.

B. Artificial Turf: The turf will be rolled out in sections, cut around the poles, and seamed together using the micromechanical seaming system as the primary bond.

C. Securing: The turf will be secured around the perimeter. If using nailer boards, 1" stainless steel staples will be used to secure the turf to the boards. Staples will be placed every 3". (See edge details).

D. Protection: Surface installer shall be responsible for the protection of the rubber surface during the installation process. Surface installer shall be responsible for the protection of the surface during the curing period upon completion of the installation.

ForeverLawn Playground Grass and SafetyFoam Pro 15-Year Limited Warranty and Closed Loop Warranty System

Warranty valid upon registration.

The ForeverLawn® Fifteen-Year Limited Warranty is part of our Closed Loop Warranty System, which registers your ForeverLawn Playground Grass™ and SafetyFoam Pro™ purchase and ensures premium service over the life of the products. Registration of your Playground Grass and SafetyFoam Pro purchase connects the product with the address of installation or use and connects you, the warranty holder, directly with the warranty provider–ForeverLawn Inc.

ForeverLawn Inc. warrants that your Playground Grass and SafetyFoam Pro products will be free from defects in materials for a period of fifteen (15) years from the original purchase date. Additionally, ForeverLawn Inc. warrants against excessive or premature wear (stipulated as more than 20% decrease in pile height defined by the specifications sheet), ultraviolet degradation, and padding material breakdown.
Transferability:
Upon registration, the warranty is connected to the address of use or installation and becomes transferable to a new owner of the property. Because the Closed Loop Warranty System links the Playground Grass and SafetyFoam Pro purchase to an address, notification of a change in ownership is not required; however, if you would like to update the owner contact information in our Closed Loop Warranty System, you can do so by e-mailing us at warranty@foreverlawn.com.

What is not covered:

- Damage from misuse, abuse, or vandalism.
- Damage from external sources including, but not limited to, flames or heat from small equipment engines, vehicle or equipment exhaust, or other high heat sources.
- Damage caused by magnified light sources including window reflection or other light magnifying or reflective objects.
- Damage caused by vehicles or heavy equipment driving on the products and damaging the turf and/or the SafetyFoam Pro performance characteristics.
- Damage or excessive wear under fast-spinning equipment, swings, or other concentrated extreme wear areas such as logos, color accents, and Funserts™.
- Normal wear and tear including, but not limited to, laying down or compression of fibers and discoloration due to residue build up on the fibers.
- Conditions arising from a change in site condition such as shifting earth or nearby structures.
- Acts of God such as, but not limited to, fire, flood, and lightning damage.
- Installation related issues.

What you must do:

- Identify problem area with photographs and documentation.
- Contact ForeverLawn Inc. via telephone (866.992.7876) or e-mail (warranty@foreverlawn.com) with description and documentation of issue. Include in this contact: name, contact information, and address of installation.

What we will do:

- ForeverLawn Inc., upon determination of the applicable warranty coverage, will at a mutually agreeable time, repair or provide replacement for the defective product or component at a cost to the purchaser/owner based on the following table. The “price” is the cost of the defective product or component at the time the warranty claim is made, or the price of a comparable product or component if the original product or component is no longer in production.
- This warranty covers replacement product and re-installation of defective turf when installed by an exclusive ForeverLawn dealer.

Months After Original Purchase Date	Purchaser/Owner’s Cost
0-36 months	No cost
37-48 months	30% of replacement price
49-60 months	50% of replacement price
61-84 months	60% of replacement price
85-108 months	70% of replacement price
109-144 months	80% of replacement price
145-180 months	85% of replacement price

Limitations:

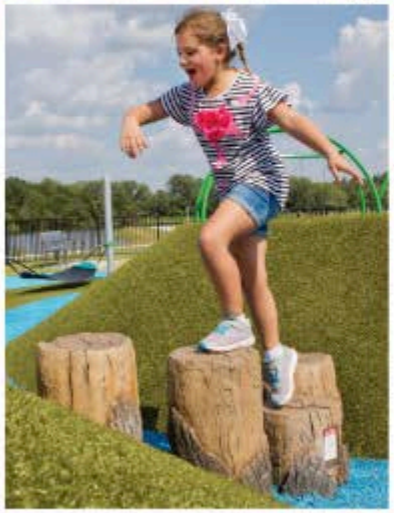
- Your exclusive remedy, IN LIEU OF ALL INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING FOR NEGLIGENCE, is limited to repair or replacement of any product or component deemed to be defective under the terms and conditions stated above. ForeverLawn Inc. will bear no other damages or expenses.
- Repair or replacement of a product or component under the terms of this limited warranty in no way lengthens the original limited warranty period.
- SafetyFoam Pro should not be exposed to direct sunlight for more than 10 days during installation; doing so will nullify the warranty.

Outside the terms and conditions specifically outlined herein, ForeverLawn Inc. does not make any representations or warranties, whether written or oral, statutory, express or implied, including without limitation, any warranty of merchantability, or of fitness for a particular purpose, or any representations that Playground Grass or SafetyFoam Pro will prevent injury. ForeverLawn Inc. disclaims any liability for any special, incidental, or consequential damages of any nature whatsoever.

PLAYGROUND GRASS™

This is what kids were meant to play on!

Playground Grass by ForeverLawn is lush, beautiful synthetic grass that is safe to play on, soft to fall on, and cost effective.



Meet the new generation of playground surfaces! Playground Grass by ForeverLawn is a revolutionary synthetic grass that is ASTM 1292 safety rated, is ADA accessible, and has antimicrobial and antistatic protection available.

COMPONENTS	Playground Grass EXTREME	Playground Grass DISCOVERY	Playground Grass ACADEMY	Playground Grass ULTRA
YARN TYPE	• Dual primaries: Polyethylene XP slit fi lm straight and curled	• Primary: Polyethylene XP slit fi lm • Secondary: Heat set textured nylon monofi lament	• Primary: Polyethylene XP slit fi lm • Secondary: Heat set textured nylon monofi lament	• Primary: Polyethylene XP slit fi lm • Secondary: Heat set textured nylon monofi lament
YARN COLOR	• Field/lime green	• Primary: Field green • Secondary: Turf green	• Primary: Field green • Secondary: Turf green/tan blend	• Primary: Olive green • Secondary: Turf green/tan blend
YARN COUNT	• 8,040/1 and 5040/1	• Primary: 8,040/1 • Secondary: 4,200/8	• Primary: 5,040/1 • Secondary: 5,040/12	• Primary: 5,040/1 • Secondary: 4,200/8
TUFTING CONSTRUCTION	• Dual primaries, same row	• Dual yarn, same row	• Dual yarn, same row	• Dual yarn, same row
BLADE HEIGHT	• 1-3/8”*	• 1”*	• 1-7/8”*	• 1-5/8”*
TUFTING GAUGE	• 3/8”	• 3/8”	• 3/8”	• 3/8”
FACE WEIGHT	• 50 oz.*	• 58 oz.*	• 48 oz.*	• 48 oz.*
TOTAL PRODUCT WEIGHT	• 100 oz.*	• 108 oz.*	• 98 oz.*	• 98 oz.*
BACKING	• 3-layer backing with geotex laminate	• 3-layer backing with geotex laminate	• 3-layer backing with geotex laminate	• 3-layer backing with geotex laminate
ANTISTATIC TECHNOLOGY	• No	• No	• No	• XStatic™ proprietary, patented antistatic technology
ANTIMICROBIAL PROTECTION	• No	• AlphaSan®	• No	• AlphaSan®
SEAMING	• Micromechanical bonding	• Micromechanical bonding	• Micromechanical bonding	• Micromechanical bonding
INFILL	• 0.5 lbs. rubber psf. recommended	• 2 lbs. sand psf. recommended	• 0.75 - 1 lb. rubber psf. required	• 0.75 - 1 lb. rubber psf. required

*Product heights shown may have a variance of 1/8” and product weights shown may have a variance of 2%.

FEATURING

XStatic™ antistatic technology

ForeverLawn announces XStatic,™ a proprietary, patented antistatic technology, available now in Playground Grass Ultra.

ASTM 1292 safety rated & ADA Accessible

MADE IN THE USA

8007 Beeson St., Louisville, OH 44641 | 866.992.7876 | playgroundgrass.com



















Colors available in Playground Grass Ultra:



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PRODUCT SPECIFICATIONS

STRUCTURAL SPECIFICATIONS (for standard USA SHADE units up to 1,600 sqft)

GENERAL

Warranty: Our structures are covered by a 10-year warranty against failure of the structure, with the powder coated surface carrying a 1-year warranty. The fabric top(s) is covered by a 10-year (pro-rated) warranty against significant fading, tearing, ripping, and/or discoloration (red is covered by a 3-year fade warranty.) Should the fabric need to be replaced under warranty, USA SHADE will manufacture and ship a new fabric at no charge for the first 6 years, thereafter pro-rated at 18% per annum over the remaining 4 years.

Design Loads (minimum): As a minimum and/or when no specific building code information is delineated in the client's specifications or requirements, our structures are designed to meet or exceed requirements set forth in the 2006-2009, 2012-2015 International Building Codes (IBC).

STEEL, FINISH, FABRIC

Steel: Allsteel membersof the shade structure shall be designed in strict accordance with the requirements of the "American Institute of Steel Construction" (AISC) Specifications, and the "American Iron and Steel Institute" (AISI) Specifications, for cold-formed members.

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All connections shall have a maximum internal sleeving tolerance of 0.0625 inches, using high-tensile strength steel sections, with a minimum sleeve length of 6 inches.
All non-hollow structural steel members shall comply to ASTM A-36. All hollow structural steel members shall be cold-formed, high-strength steel, and comply with ASTM-A500, Grade C. All steel plates shall comply to ASTM A-572, Grade 50. All galvanized steel tubing shall be triple-coated for rust protection using an in-line electroplating coat process. All galvanized steel tubing shall be internally coated with zinc and organic coatings to prevent corrosion.

Bolts: All structural field connections of the shade structure shall be designed and made with high-strength bolted connections using ASTM A-354, Grade B or SAE J249, Grade 8.
All stainless-steel bolts shall comply with ASTM F-593, Alloy Group 1 or 2. All bolt fittings shall include rubber washers for water-tight seals at joints. All nuts shall comply with ASTM F-594, Alloy Group 1 or 2.

Welding: All shop-welded connections of the shade structure shall be designed and performed in strict accordance with the requirements of the “American Welding Society” (AWS) Specifications. Structural welds shall be made in compliance with the requirements of the “Prequalified” welded joints, where applicable, and by certified welders. No onsite or field welding shall be permitted.

Powder Coating: Galvanized steel tubing preparation prior to powder coating shall be executed in accordance to solvent cleaning SSPC-SP1. Solvents such as water, mineral spirits, xylol, toluol, are to be used to remove foreign matter from the surface. A mechanical method

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prior to solvent cleaning, and prior to surface preparation, shall be executed according to Power Tool Cleaning SSPC-SP3, and utilizing wire brushes, abrasive wheels, needle gun, etc. Carbon structural steel tubing preparation prior to powder coating shall be executed in accordance to commercial blast cleaning SSPC-SP6 or NACE #3. A commercial blast-cleaned surface, when viewed without magnification, shall be free of all visible oil, grease, dirt, mill scale, rust, coating, oxides, corrosion, as well as other products or foreign material. Powder coating shall be sufficiently applied, with a minimum 3 mils thickness, and cured at the recommended temperature to provide proper adhesion and stability to meet salt-spray and adhesion tests, as defined by ASTM International, formerly known as the American Society for Testing and Materials.

Powderused in the powder coat process shall have the following characteristics:

Specific gravity:	1.68 +/- 0.05
Theoretical coverage:	114 +/- 4ft2/lb/mil
Mass loss during cure:	<1%
Maximum storage temperature:	75° F

Tension Cable: Steel cable is determined based on calculated engineering loads. For light and medium loads, 1/4" (nominal) galvanized 7x19 strand cable is to be used. For heavy loads, 3/8" (nominal) galvanized 7x19 cable is to be used.

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UV Shade Fabric: UV Shade Fabric is Shadesure® fabric, manufactured by MultiKnit Ltd., and made of UV-stabilized high-density polyethylene (HDPE). This mesh fabric must be Rachel-knitted with monofilament and tape yarn filler (weighted at 195g per square meter) to ensure that the material will not unravel if cut. Panels are to be ten (10) feet wide. Fabric shall conform to, and pass, the ASTM E-84 testing standard, as well as the NFPA701 Test Method 2 standard. The fabric properties are:

o Life expectancy	8 year minimum with continuous sun exposure
o Fading	Minimal after 5 years (3 years for red)
o Stretch	Stentored
o Tear Tests	Warp, 220.5 lbs / Weft, 462,9707 lbs
o Burst Tests	37.7 (psia)
o Fabric Mass	2.43 ~ 2.58 oz/sqft (190 ~ 200gsm)
o Fabric Width	9.8425 feet (3 meters)
o Roll Length	164.04 feet (50 meters)
o Roll Dimensions	62.99″ x 16.5354″ (160 cm x 42 cm)
o Roll Weight	+ 66 lbs (+ 30 kg)
o Minimum Temp	-13° F (-25° C)
o Maximum Temp	+176° F (80° C)

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Shade protection and UV screen protection factors shall be as follows:

Color	Shade %	UV %
Electric Purple	84%	90%
Navy Blue	90%	94%
Royal Blue	86%	94%
Laguna Blue	92%	96%
Turquoise	83%	92%
Rain Forest	89%	96%
Olive	93%	97%
Zesty Lime	83%	92%
Chocolate	92%	93%
Cinnamon	88%	93%
Sunflower Yellow	70%	94%
Arizona	86%	91%
Desert Sand	80%	92%
Terracotta	84%	90%
Black	95%	96%
Silver	88%	93%
White	57%	86%

Stitching and Thread: All sewing threads are to be double-stitched, with no sewing/stitching allowed on-site. Perimeters of the fabric top are to be double lockstitched. All corners shall be

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reinforced with extra non-tear fabric and strapping to properly distribute load(s). Thread shall be GORE™ TENARA® sewing thread, manufactured from 100% expanded polytetrafluoroethylene (PTFE). This mildew-resistant, exterior-approved thread shall meet or exceed the following:

- o Flexible temperature range, with a very low shrinkage factor
- o Extremely high strength; durable in outdoor climates, resists flex and abrasion of fabric
- o Unaffected by cleaning agents, as well as acid rain, mildew, saltwater
- o Rot-resistant, and unaffected by most industrial pollutants
- o Specially treated for prolonged exposure to the sun
- o Lockstitch thread – 1200 Denier or approved equal
- o Chainstitch thread – 2400 Denier or approved equal

Concrete: Concrete work shall be executed in accordance with the latest edition of the American Concrete Building Code, ACI 318. Concrete specifications shall comply as per plans, and as follows:

28-day strength F'c	2,500psi
Aggregate	HR (shall conform to ASTM C-33)
Slump	3 ~ 5
Portland Cement	shall conform to C-150

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All reinforcement shall conform to ASTM A-615, Grade 60, with reinforcing steel detailed, fabricated, and placed in accordance with the latest ACI Detailing and Standard Practice manuals.

Whenever daily ambient temperatures are below 80° F, the Contractor may have mix accelerators and hot water added at the batch plant (see below).

Temperature Range	Acceleration	Accelerator Type
75° ~ 80°F	1%	High Early (non-calcium)
70° ~ 75°F	2%	High Early (non-calcium)
Below 70°F	3%	High Early (non-calcium)

Note: contractor shall not pour concrete when daily ambient temperatures are below 55° F.

Anchor Bolts: All anchor bolts, to be set in new concrete, shall be ASTM F-1554, Grade 55, and shall be hot-dip galvanized. Footings shall be placed in accordance with, and conform to, manufacturer's engineered drawings and specifications.

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Statement of Limited Warranty

1. The structural integrity of all supplied steel is warrantied for ten years.
2. If assembly is provided by the Company, workmanship covering the labor for the removal, assembly and cost of shipping will be covered for one year.
3. All steel surface finishes are warrantied for one year.
4. Shadesure ™, Colourshade ® FR, Extreme 32™, Commercial 95™, SaFRshade™ and Monotec 370™ fabrics all carry a ten-year limited manufacturer's warranty against failure from significant fading, deterioration, breakdown, outdoor heat, cold or discoloration. Should the fabric need to be replaced under the warranty, the Company will manufacture and ship a new replacement fabric at no charge for the first six years, thereafter pro-rated at 20% per year over the last four years. The following are exceptions to the preceding warranty terms:

    a. Shadesure™ fabrics in Red, Yellow, Atomic Orange, Electric Purple, Zesty Lime, Cinnamon, Olive and Mulberry carry a five-year pro-rated warranty;
    b. Fabric canopies attached to Coolbrella™ structures carry a three-year warranty;
    c. Individual canopy tops measuring greater than 40' in length are covered by a non-prorated five-year warranty;
    d. Precontraint 502™ waterproof material is subject to an 8-year pro-rated warranty

5. Thread is warrantied for ten years.

<u>General Limited Warranty Terms and Conditions</u>

- These limited warranties are effective from the date of sale, or, if installation is provided by the Company, upon date of completed installation.
- At its sole discretion, the Company will repair and or/replace defective structures, products or workmanship, or refund that portion of the price related to the defective product, labor or service rendered.
- The Company reserves the right, in cases where certain fabric colors have been discontinued, to offer the Purchaser or Owner a choice of available alternative colors to replace the warranted fabric. The Company does not warranty that any particular color will be available for any period of time, and reserves the right to discontinue any color for any reason, without recourse by the Purchaser or Owner of the continued fabric color.
- Should the Purchaser or Owner sell the structures to another party, the warranty cannot be transferred to the new owner without a complete and thorough on-site inspection performed by a Company representative. Please contact the company at warranty@usa-shade.com for more details.

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- All warranty claims covering Company supplied structures, products and services must be submitted by Purchaser or Owner in writing to the Company within ten days from the date of discovery of the alleged defect and must include a detailed description and photographs of the alleged defect or problem. Warranty claims should be submitted by email to: warranty@usa-shade.com.
- Purchaser or Owner agrees that venue for any court action to enforce these limited warranties shall be in the City or County of Dallas in the State of Texas, USA.
- These limited warranties are void if:
    - the supplied structures, products, services and/or labor are not paid for in full;
    - the structures are not assembled in strict compliance with USA SHADE specifications when installation is not performed by USA SHADE;
    - any changes, modifications, additions or attachments are made to the structures in any way, without prior written approval from the Company and unless specifically engineered by the Company.
- These limited warranties do not cover defects and/or damages caused by:
    - normal wear and tear;
    - misuse, willful or intentional damage, vandalism, contact with chemicals, cuts and Acts of God (i.e. tornado, hurricane, micro/macros burst, earthquake, wildfires, etc.);
    - ice, snow or wind loads in excess of the designed load parameters engineered for the supplied structures;
    - use, maintenance, neglect, repair and/or service inconsistent with the Operation and Maintenance Manual.
- The limited warranties explicitly exclude:
    - workmanship related to assembly not provided by the Company or its agents;
    - fabric curtains, valances and flat vertical panels;
    - fabric canopies installed on structures that were not engineered and originally supplied by the Company;
    - Normal variations in the appearance of galvanized steel.
- **THE COMPANY SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, LIQUIDATED, EXEMPLARY, OR PUNITIVE DAMAGES, OR ANY LOSS OF REVENUE, PROFIT, USE OR GOODWILL, WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, ARISING OUT OF A BREACH OF THIS WARRANTY OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, OPERATION OR REPAIR OF ANY PRODUCT OR SERVICE. IN NO EVENT WILL THE COMPANY BE LIABLE FOR ANY AMOUNT GREATER THAN THE PURCHASE PRICE FOR ANY PRODUCT OR SERVICE PROVIDED BY THE COMPANY.**
- **THE FOREGOING LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR THE COMPANY'S PRODUCTS AND SERVICES, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT. SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING OR PERFORMANCE OR TRADE USAGE. PURCHASER, BY**

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ACCEPTANCE AND USE OF THIS LIMITED WARRANTY, WAIVES ANY RIGHTS IT WOULD OTHERWISE HAVE TO CLAIM OR ASSERT THAT THIS LIMITED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.

Colourshade ® and Extreme 32™ are registered trademarks of Multiknit Pty. Ltd.
Commercial 95™ and SaFRshade™ are registered trademarks of Gale Pacific USA Inc.
Monotec 370™ is a registered trademark of PRO-KNIT Industries Pty. Ltd.
Precontraint 502™ is a registered trademark of Serge Ferrari North America, Inc.

Owner:_____ Effective Date:_____

Project Address:_____ Name: _____

_____ Signature: _____

_____ Title: _____

WATERPLAY® PRODUCT WARRANTY

Waterplay Solutions Corp.® (Waterplay) is committed to delivering the highest quality products on the market. Waterplay features are built with the best materials, to the most stringent manufacturing standards. Our personal pride and construction confidence are backed by the following warranties:

Material Warranty

Stainless Steel Piping & Weldments	25 years
Aluminum Materials	10 years
Acetyl Nozzles, Urethane*/HDPE	5 years 2
Fiberglass, Acrylic** & Polycarbonate Materials	years 2
Stainless Steel Hardware	years 1
Concrete (play features only)	year
Decals (out of reach of patrons)	1 year
Netting	1 year

Water Distribution Warranty *(built by Waterplay only)*

Water Distribution Skid	10 years
Water Distribution & Recirculation Equipment	2 years 2
Electrical Controllers & Activator Switches	years 2
Kiosk Contents & Hardware	years

Play Feature Warranty

Sound Components	2 years
Moving Parts*** LED	2 years
Components	1 year

Play Feature Finish Warranty

Powder Coated	2 years
Painted (Airbrushed Graphics)	2 years

This warranty does not cover any damage caused by accident, improper care, negligence, normal wear and tear, surface corrosion on metal parts, discolored surfaces, natural fading in feature finish over time and other cosmetic issues or failures due to misuse or vandalism. Features installed in indoor aquatic facilities, coastal areas and areas with high heat and humidity will encounter more discoloring and cosmetic issues.

*Urethane parts may exhibit porosity (small holes), particularly in low durometer (more flexible) parts. This is considered cosmetic only and does not affect the structural integrity of the product. As such, urethane parts with porosity will not be covered under warranty.

**Acrylic sheets may exhibit crazing (internal micro fractures) around edges and holes. This is considered cosmetic onlyand doesnot affect the structural integrity of the product. As such, acrylic parts with crazing will not be covered underwarranty.

***Moving parts includes, but is not limited to: bearings, bushings, hubs, o-rings,Puddlesmembranes,springs, Fidget Nozzle, urethane weir, and other relevant parts as determined by Waterplay.

Moulded and cast parts such as concrete stones may exhibit a parting seam due to the manufacturing process. This seam can vary in color and shape but is deemed cosmetic and does not affect the structural integrity of the product. As such, these are not covered under warranty.

Waterplay staff and/or appointed service agents are prepared with guidelines for maintenance and rapid response assistance should anything go awry. With our reliable support and quality products, Waterplay takes pride in knowing that our customers have a quality system that runs without interruption. Waterplay offers an option to extend your standard warranty on the control panel to 3, 4 or 5 years. Extended warranty commences at expiration of the standard 2 year warranty period and must be purchased by the time the park is commissioned or within 12 months of goods received on site, whichever comes first.

SAFETY

In situations where Waterplay products are utilized for any purpose other than those approved by Waterplay, the customer will be held fully responsible. In addition, Waterplay will not be held responsible for the operation, function, performance, misuse, injuries, or claims resulting from any other products installed within proximity to water structures manufactured by Waterplay.

CONDITIONS

1. Park registration process must be complete prior to a warranty claim being processed

http://www.waterplay.com/en/park-registration/

2. All warranties commence upon receipt of goods on site and are only valid if Waterplay equipment is installed in accordance with Waterplay specifications and installation instructions. Waterplay will not cover warranty issues resulting from installation errors.

3. Modifications to Waterplay equipment without prior written approval will void all warranties covered by this document. 4. Warranties are limited to the value of parts and components sold. The client is responsible for the cost of removing and replacing warranted parts/features, the cost for shipping of warranty items to the client site and the return of defect items to Waterplay (if required).

5. All warranty claims against shipping damages or missing parts will be in accordance with the Terms & Conditions of the Purchase Agreement.

6. It is the responsibility of the owner to inspect all aspects of their facility at regular intervals. All maintenance shall be performed in accordance with the Waterplay Owner's Manual and documented in an approved log book.

7. Waterplay does not assume responsibility for damage resulting from extreme weather conditions such as flooding, fires, lightning or any act of force majeure. Waterplay does not warrant defects or damage caused by water supply or quality of utilities nor does it warrant landscaping, site amenities or surfacing in areas where Waterplay products are installed.

8. Waterplay does not warrant defects or damage caused by water supply or quality of utilities. When water is being captured and treated with a water treatment system, chemical levels must be actively monitored; failure to maintain

proper water chemistry as per the water treatment guidelines in the WaterplayOwner'sManualwill void warranty. Salt chlorination treatment of any kind is not permitted.

9. Any warranty issues are governed by the laws of the province of British Columbia, Canada.
10. Warranty claims will only be processed for accounts considered to be in good standing at the time the claim is made.
11. The foregoing warranties are exclusive and in lieu of all other warranties. There shall be no liability for incidental or consequential damages.
12. Waterplay reserves the right to develop, improve, change or discontinue any product and/or specification without notice and is has no obligation to retrofit these changes into existing parks.
13. Any third party products sold as part of the Waterplay package are subject to the warranty provided by the third party and do not form part of the warranty.

AMERISTAR PERIMETER SECURITY
Montage® Residential - Steel Ornamental Fence System – Fusion Welded
CONSTRUCTION SPECIFICATION - SECTION 32 31 19

PART 1 - GENERAL

1.01 WORK INCLUDED

The contractor shall provide all labor, materials and appurtenances necessary for installation of the welded ornamental steel fence system defined herein at (specify project site).

1.02 RELATED WORK

Section __ __ __ - Earthwork
Section __ __ __ - Concrete

1.03 SYSTEM DESCRIPTION

The manufacturer shall supply a total fence system of (specify Montage® standard picket space or Montage Pool, Pet & Play® 3" air space) ***Welded and Rackable*** (ATF – All Terrain Flexibility) Ornamental Steel, (for standard picket space, specify Classic™, Majestic™, Genesis™, Warrior™, Crescent™; for 3" air-space specify Classic™, Majestic™, Genesis™, or Gemini™) design. The system shall include all components (i.e., panels, posts, gates and hardware) required.

1.04 QUALITY ASSURANCE

The contractor shall provide laborers and supervisors who are thoroughly familiar with the type of construction involved and materials and techniques specified.

1.05 REFERENCES

ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy Coated (Galvannealed) by the Hot-Dip Process.
ASTM B117 - Practice for Operating Salt-Spray (Fog) Apparatus.
ASTM D523 - Test Method for Specular Gloss.
ASTM D714 - Test Method for Evaluating Degree of Blistering in Paint.
ASTM D822 - Practice for Conducting Tests on Paint and Related Coatings and Materials using Filtered Open-Flame Carbon-Arc Light and Water Exposure Apparatus.
ASTM D1654 - Test Method for Evaluation of Painted or Coated Specimens Subjected to Corrosive Environments.
ASTM D2244 - Test Method for Calculation of Color Differences from Instrumentally Measured Color Coordinates.
ASTM D2794 - Test Method for Resistance of Organic Coatings to the Effects of Rapid Deformation (Impact).
ASTM D3359 - Test Method for Measuring Adhesion by Tape Test.
ASTM F2408 – Ornamental Fences Employing Galvanized Steel Tubular Pickets.

1.06 SUBMITTAL

The manufacturer's literature shall be submitted prior to installation.

1.07 PRODUCT HANDLING AND STORAGE

Upon receipt at the job site, all materials shall be checked to ensure that no damage occurred during shipping or handling. Materials shall be stored in such a manner to ensure proper ventilation and drainage, and to protect against damage, weather, vandalism and theft.

1.08 PRODUCT WARRANTY

A. Allstructuralfence components (i.e. rails, pickets, and posts) shall be warranted within specified limitations, by the manufacturer as stated in theMontage productwarranty. Warranty shall cover any defects in material finish, including cracking, peeling, chipping, blistering or corroding.

B. Reimbursement for labor necessary to restore or replace components that have been found to be defective under the terms of manufactures warranty shall be guaranteed for five (5) years from date of original purchase.

PART 2 - MATERIALS

2.01 MANUFACTURER

The fence system shall conform to (specify Montage® standard picket space or Montage Pool, Pet & Play® 3" air space) ***Welded and Rackable*** (ATF – All Terrain Flexibility) Ornamental Steel, (for standard picket space, specify Classic™, Majestic™, Genesis™, Warrior™ Crescent™; for 3" air-space specify Classic™, Majestic™, Genesis™, or Gemini™) design, (specify extended picket or flush) bottom rail treatment, (specify 2-Rail or 3-Rail) style manufactured by Ameristar Perimeter Security USA Inc., in Tulsa, Oklahoma.

2.02 MATERIAL

A. Steel material for fence panels and posts shall conform to the requirements of ASTM A653/A653M, with a minimum yield strength of 45,000 psi (310 MPa) and a minimum zinc (hot-dip galvanized) coating weight of 0.60 oz/ft^2 (184 g/m^2), Coating Designation G-60.

B. Material for pickets shall be 5/8" square x 18 Ga. tubing. The rails shall be steel channel, 1.25" x 0.92" x 14 Ga. Picket holes in the rail shall be spaced (specify 4.334" o.c. for standard picket space or 3.500" o.c. for 3" air space). Fence posts shall be a minimum of 2" square x 16 Ga. Gate posts shall meet the minimum requirements of Table 1.

2.03 FABRICATION

A. Pickets, rails and posts shall be pre-cut to specified lengths. Rails shall be pre-punched to accept pickets.

B. Pickets shall be inserted into the pre-punched holes in the rails and shall be aligned to standard spacing using a specially calibrated alignment fixture. The aligned pickets and rails shall be joined at each picket-to-rail intersection by Ameristar's proprietary fusion welding process, thus completing the rigid panel assembly (Note: The process produces a virtually seamless, spatter-free good-neighbor appearance, equally attractive from either side of the panel).

C. The manufactured panels and posts shall be subjected to an inline electrode position coating (E-Coat) process consisting of a multi-stage pretreatment/wash, followed by a duplex application of an epoxy primer and an acrylic topcoat. The minimum cumulative coating thickness of epoxy and acrylic shall be 2 mils (0.058 mm). The color shall be Black. The coated panels and posts shall be capable of meeting the performance requirements for each quality characteristic shown in Table 2 (Note: The requirements in Table 2 meet or exceed the coating performance criteria of ASTM F2408).

D. The manufactured fence system shall be capable of meeting the vertical load, horizontal load, and infill performance requirements for Residential weight fences under ASTM F2408.

E. Gates shall be fabricated using welded ornamental panel material and gate ends having a 1-1/4" square cross-sectional size. All rail and upright intersections shall be joined by welding. All picket and rail intersections shall also be joined by welding.

PART 3 - EXECUTION

3.01 PREPARATION

Allnewinstallationshallbe laid out by the contractor in accordance with the construction plans.

3.02 FENCE INSTALLATION

Fence postshall be spaced according to Table 3, plus or minus ½". For installations that must be raked to follow sloping grades, the post spacing dimension must be measured along the grade. Fence panels shall be attached to posts with brackets supplied by the manufacturer. The "Earthwork" and "Concrete" sections of this specification shall govern material requirements for the concrete footer.

3.03 FENCE INSTALLATION MAINTENANCE

Whencutting/drilling railsor posts adhereto the following steps to seal the exposed steel surfaces; 1) Remove all metal shavings from cut area. 2) Apply zinc-rich primer to thoroughly cover cut edge and/or drilled hole; let dry. 3) Apply 2 coats of custom finish paint matching fence color. Failure to seal exposed surfaces per steps 1-3 above will negate warranty. Ameristar spray cans or paint pens shall be used to prime and finish exposed surfaces; it is recommended that paint pens be used to prevent overspray. Use of non-Ameristar parts or components will negate the manufactures' warranty.

3.04 GATE INSTALLATION
Gateposts shall be spaced according to the manufacturers' gate drawings, dependent on standard out-to-out gate leaf dimensions and hardware selected. Type and quantity of gate hinges shall be based on the application; weight, height, and number of gate cycles. The manufacturers' gate drawings shall identify the necessary gate hardware required for the application. Gate hardware shall be provided by the manufacturer of the gate and shall be installed per manufacturer's recommendations.

3.05 CLEANING
Thecontractorshallclean the jobsite of excess materials; post-hole excavations shall be scattered uniformly away from posts.

Table 1 – Minimum Sizes for Montage Gate Post

Gate Leaf	Gate Height	
	Up To & Including 4'	Over 4', Up To & Including 6'
Up To & Including 4'	2" x 16 Ga.	2" x 16 Ga.
Over 4'1", Up To & Including 6'	2" x 16 Ga.	2-1/2" x 16 Ga.
Over 6'1", Up To & Including 8'	2-1/2" x 16 Ga.	2-1/2" x 16 Ga.

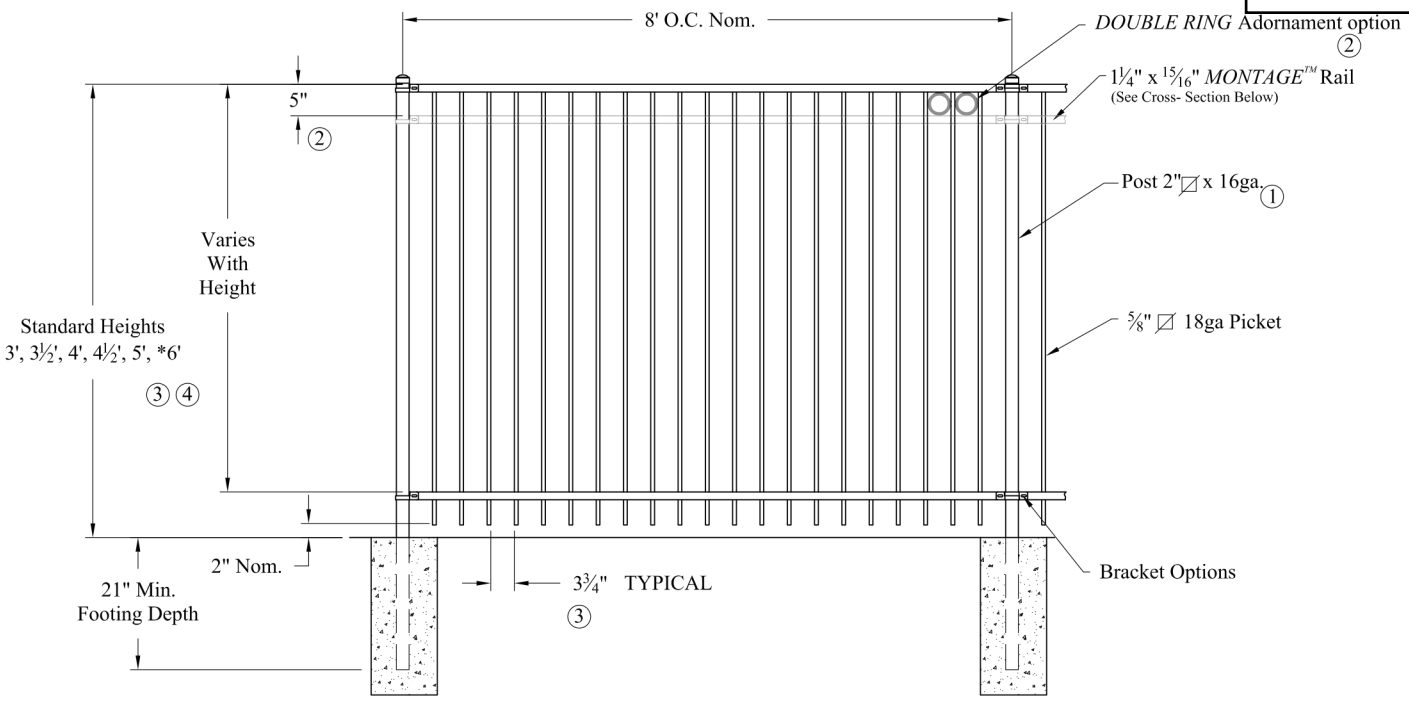
Table 2 – Coating Performance Requirements

Quality Characteristics	ASTM Test Method	Performance Requirements
Adhesion	D3359 – Method B	Adhesion (Retention of Coating) over 90% of test area (Tape and knife test).
Corrosion Resistance	B117, D714 & D1654	Corrosion Resistance over 1,000 hours (Scribed per D1654; failure mode is accumulation of 1/8" coating loss from scribe or medium #8 blisters).
Impact Resistance	D2794	Impact Resistance over 60 inch lb. (Forward impact using 0.625" ball).
Weathering Resistance	D822, D2244, D523 (60° Method)	Weathering Resistance over 1,000 hours (Failure mode is 60% loss of gloss or color variance of more than 3 delta-E color units).

Table 3 – Montage - Post Spacing By Bracket Type

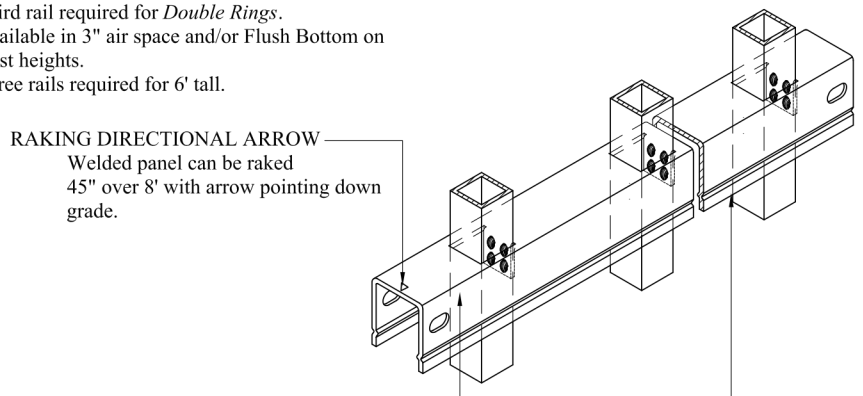
Span	For CLASSIC, GENESIS, MAJESTIC, WARRIOR, CRESCENT, GEMINI 8' Nominal (94" Rail)			
Post Size	2"	2"	2"	2"
Bracket Type	Montage Universal (BB102)	Montage Line Boulevard (BB104)	Montage Flat Mount (BB105)	Montage Swivel (BB106)
PostSettings ±½"O.C.	96-3/4"	96-3/4"	96-3/4"	96-3/4"

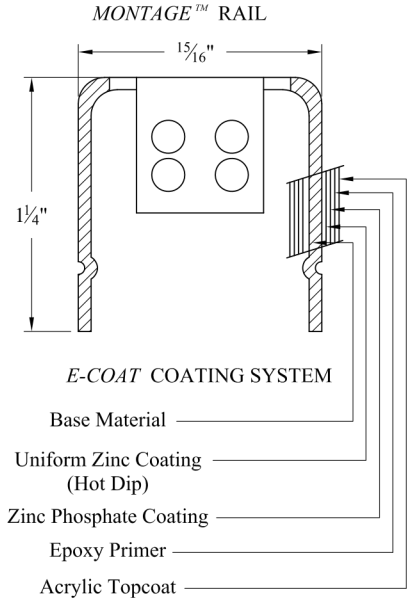
* Note: When using BB106 swivel brackets on either or both ends of a panel installation, care must be taken to ensure the spacing between post and adjoining pickets meets applicable codes. This will require trimming one or both ends of the panel.

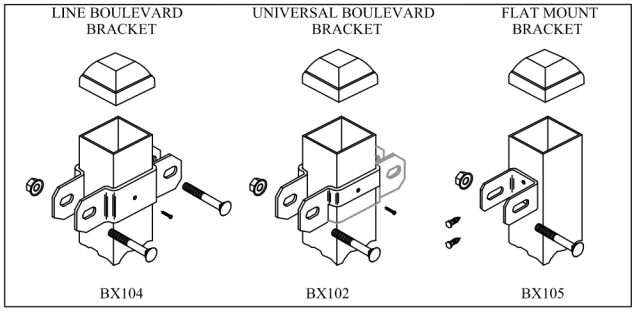


NOTES:

1.) Post size depends on fence height and wind loads. See *MONTAGE™* specifications for post sizing chart.
2.) Third rail required for *Double Rings*.
3.) Available in 3" air space and/or Flush Bottom on most heights.
4.) Three rails required for 6' tall.







RESIDENTIAL WELDED STEEL PANEL

PRE-ASSEMBLED

Values shown are nominal and not to be used for installation purposes. See product specification for installation requirements.

RMISO

Title:
MONTAGE MAJESTIC 2/3-RAIL

DR: CI	SH . 1of 1	SCALE: DO NOT SCALE	
CK: ME	Date 7-19-11		REV: c

AMERISTAR®
1555 N. Mingo
Tulsa, OK 74116
1-888-333-3422
www.ameristarfence.com

TechnicalSpecifications

Themainstructureismadefrom3mmthickcarbonsteel (using S235JRSteel),withthemainsupportpost4.5”.Weuse the latest production techniques like Laser cutting and Robot welders.

TheequipmentisthensubjectedtoaSandblasting(SA2.5). Process followed by a powdered zinc process (AkzoNobel’s*InterponPZ66060-80µm)before a final powder coat finish (Akzo Nobel’s Interpon D3660-80µm)onourautomaticpaintproduction line. This Process is in accordance with AkzoNobel’sguidelinesandgivesusaC4Category(Highly corrosive areas). This process has been testedto 3000hoursinoursaltspraytester.

Thecaps, basecoversandseatsaremadefromAcrylonitrile Butadiene Styrene (ABS) and have been testedin ourUVclimatetestchamberaswellasourconstant temperature and humidity test chamber reaching temperaturesof-86–140Fandbetween20– 98% humidity. Testing lasts 3000 hours in both machines.

The Impact attenuating edges are made from rubber and also go through the same testing as the foot rests caps and base covers.

The hardware (tamper-resistant) and sealed bearings are all high grade stainless steel tamper proof fixings and sealed bearings that have also been through 3000 hours of salt spray testing.

***Akzo Nobel is a global leader in paints and coatings, and consistently recognized as one of the leaders of sustainability.**

WARRANTY

WARRANTY

Limited 25-year warranty on main post

Limited 5-year warranty on seats and backrests
Limited 5-year warranty on moving parts and bearings
Limited 3-year warranty on hydraulic pistons
Limited 2-year warranty on any rubber or other plastic parts

All warranties cover failure due to manufacturing defects. This warranty does not cover normal wear and tear, such as scratches or dents caused by normal use, or any normal level of rusting due these.

Warranty is only valid if the equipment is installed and maintained in conformity to ExoFit's installation and maintenance procedures furnished by ExoFit Outdoor Fitness.

SUPPORT

Upon written notification to ExoFit of a product's failure to conform to any the aforementioned warranties during the applicable period. ExoFit shall ship the required part(s) to the site free of charge, but will not responsible for providing the labor of cost of labor for removing defective part(s) or installing replace part(s). ExoFit's will warranty the replacement part(s) for the balance of the original warranty period.

Furthermore, no representation, oral or written, of any individual may be substituted for this exclusive limited warranty. To the extent permitted by law. ExoFit shall not be liable for any direct, indirect, special incidental or consequential damages, which are expressly excluded from the sale of its product.

To make a claim under the terms of this warranty, please contact ExoFit Customer Support at Info@Exo.Fit. Please include photos or videos in your email.

ONGOING CUSTOMER SUPPORT



At least 33% of playground accidents could be avoided with a planned maintenance program.

National Playground Safety Institute

Pelican Playgrounds Preservation Program

Keeping children safe is a top priority for us all. The Pelican Playgrounds Preservation Program is our proactive maintenance program designed to help ensure your playground continues to meet optimal safety and quality over time.

We would provide our Preservation Program services as a complimentary benefit to the City of Gluckstadt if awarded the contract.

Our service includes:

- A walkthrough and visual check by a Certified Playground Safety Inspector
- A review of equipment and components for structural or finish damage
- Assessment of current safety surfacing
- Inspection and tightening of playground hardware
- Replacement of stainless steel hardware as needed
- A written program report of findings with accompanying photographs and all items fixed/installed during onsite visit

Learn more at bit.ly/Preservation-Program.

Our proposal includes one year of complimentary playground inspection

Preserve your playground & protect what you love

ABOUT PELICAN PLAYGROUNDS PRESERVATION PROGRAM

WeserviceSchools,Parks,ApartmentComplexes, Homeowner Associations, and any other commercial playground locations catering to our friends and neighbors in Louisiana and Mississippi public use. We are able to provide our Pelican Playgrounds Preservation Program services to all customers. Call us to set up a proactive maintenance program today!

WHAT IT COSTS

- The amount of use the playground routinely gets will be the determining factor in what maintenance program to select.
  - ·Single-site annual walkthrough: **$800**
  - ·Single-site bi-annual walkthroughs: **$1,350**
  - ·Single-site quarterly walkthroughs: **$1,950**
  - ·Sites with multiple play areas may result in additional costs. Multi-site discounts available.
  - ·PlayArmor and powerwashing services available
- Custom Playground Preservation Programs available
  - ·We may recommend a custom maintenance program after an initial visit and based on the amount of use and need. In order to provide you with optimal safety standards and quality of service, price quotes are customized based on the site of the playground(s).

WHAT IT INCLUDES.

WALKTHROUGH & VISUAL CHECK

- Performed by a Certified Playground Safety Inspector
- Review of equipment and components for structural or finish damages
- Assess current safety surfacing

HARDWARE

- Any loose bolts, screws, castings, fasteners will be tightened as needed
- Includes stainless steel replacement hardware that may be missing, worn, or broken on your equipment

PROGRAM REPORT

- You will receive a written report of findings with accompanying photographs
- Includes all items fixed/ hardware installed during the onsite visit

BENEFITS.

- It has been estimated that at least 33% of playground accidents could be avoided with a planned maintenance program (National Playground Safety Institute).
- Your equipment will remain in proper working order, allowing kids to play freely while reducing the risk of injury.
- Our staff can identify parts that need replacement while still under warranty.
- Utilize our detailed reports for insurance and historical documentation purposes.
- Our service will be cheaper than training an employee to simply catch up to our level of expertise. Now you can reduce the amount of time your staff spends on the playground and focus primarily on school-related maintenance activities.

PELICAN PLAYGROUNDS

t: 504.909.6544
e: info@pelicanplaygrounds.com
w: pelicanplaygrounds.com

@pelicanplaygrounds
@pelicanplayla
@pelicanplaygrounds

The Playground Preservation Program is meant to complement y maintenance program. Please refer and follow the manufacturer maintenance requirements.
Walkthroughs are scheduled once PO or deposit is received for available date.
Some replacement hardware exclusions apply.

SECTION 7

CERTIFICATIONS

ASTM INTERNATIONAL
Standards Worldwide

NRPA
NATIONAL RECREATION AND PARK ASSOCIATION

AMERICANS WITH DISABILITIES ACT
ADA COMPLIANT

CONSUMER PRODUCT SAFETY COMMISSION
UNITED STATES

CPSI
Certified Playground Safety Inspector

RECREATION INSTALLATION SPECIALIST CERTIFICATION PROGRAM
COMPLIANT TO
ASTM F3699
National Playground Contractors Association, Inc.

June 24th, 2025

RE: Sole Source Letter

To Whom it May Concern:
This letter is to confirm that Pelican Playgrounds is the exclusive authorized contracted dealer for Playworld in the states Louisiana and Mississippi. Further, they are the exclusive agency to design, sell and install our equipment.

If I can be of further assistance, please do not hesitate to contact me directly.

Sincerely,



Kristi M. Teats
Customer Service Manager
Playworld
kristit@playworld.com
570-522-5447

SAFETY & STANDARDS

CERTIFICATIONS

Playworld adheres to the following certifications to bring the safest, highest quality play equipment to your community.

European Norm

The European Norm (EN) covers general safety requirements and test methods. Look for "EN1176" in our Products section of the website to see Playworld's EN-compliant products.

Singapore Standard

Playworld products are compliant with the Singapore Standard, a widely used standard throughout Asia primarily based on ASTM standards.

CPSIA

Playworld is in full compliance with the material, testing, and reporting requirements of the Consumer Products Safety Improvement Act of 2008 (CPSIA). We are below the lead content in paint and substrate limits.

ROHS

Playworld products are compliant with the European Union's Restriction of Hazardous Substances (RoHS), which restricts the use of specific hazardous materials in electrical and electronic products. All Playworld's electronic products are RoHS compliant.

IPEMA

Playworld is a founding member of the International Play Equipment Manufacturers Association (IPEMA), a member-driven organization whose mission is to assist in providing safe environments for children to play. In the interest of playground safety, IPMEA provides a third-party certification service, whereby a designated independent laboratory (TUV America) validates a participant's certification of conformance to the following standards:

ASTMI Standard F1487:

Standard Consumer Safety Performance Specification for Playground Equipment for Public Use

CAN/CSA Z614:

Guidelines on Children's Play Spaces and Equipment in Canada.

ASTM F1292:

Standard Specification for Impact Attenuation Under and Around Playground Equipment.

ISO Certification

Playworld is proud to be ISO certified by SGS, the world's leading inspection, verification, testing, and certification company. ISO (International Organization for Standardization) is an independent, international organization that develops and promotes market-relevant standards that support innovation, quality, safety, and efficiency. ISO 9001 sets criterion for a company's commitment to and performance in manufacturing and shipping high-quality products. ISO 14001 sets the standard for an organization's environmentally responsible manufacturing.

ss_The-Playworld-Difference • 10.05.23 • Playworld Systems®, Inc. is a PlayPower,® Inc. company. © 2023 Playworld Systems®, Inc. All rights reserved.

PLAYWORLD
The world needs play.

Factory Certified Installer

This certifies that Pelican Playgrounds has successfully fulfilled the requirements and meets the criteria to become a Playworld factory-certified installer.

3/25/2027

Expiration Date

Chad Willow

Product Support Manager

Jeanne Bernt

Regional Sales Director, Eastern

CPSI

National Recreation and Park Association

Let it be known that

CHARLES WILCOX

has met the requirements of the standards set forth by the
National Certification Board
and is hereby granted certification as a

Certified Playground Safety Inspector

CHAIRPERSON

NRPA PRESIDENT AND CEO

Certified Playground Safety Inspector

August 19, 2026
DATE CERTIFIED

67671-901
CERTIFICATION NUMBER

September 01, 2029
EXPIRATION DATE

NRPA NATIONAL RECREATION AND PARK ASSOCIATION

CPSI

National Recreation and Park Association

Let it be known that

DANA GRUBBS

has met the requirements of the standards set forth by the
National Certification Board
and is hereby granted certification as a

Certified Playground Safety Inspector



CHAIRPERSON



NRPA PRESIDENT AND CEO

Certified Playground Safety Inspector

March 31, 2025

DATE CERTIFIED

63619-0331

CERTIFICATION NUMBER

March 31, 2028

EXPIRATION DATE

NRPA NATIONAL RECREATION AND PARK ASSOCIATION

State of Mississippi

BOARD OF CONTRACTORS

ACTIVE

PELICAN PLAYGROUNDS LLC
5208 MAGAZINE ST. #116
NEW ORLEANS, LA 70115

is duly registered and entitled to perform

PLAYGROUND & RECREATION EQUIPMENT

We have hereunto set our hand and caused the Seal of the Mississippi Board of Contractors to be affixed this 20 day of Dec., 2025

CERTIFICATE OF RESPONSIBILITY
No. 24001-SC
Expires Dec. 20, 2026

Joel A. Carroll

CHAIRMAN OF THE BOARD

State of Mississippi

BOARD OF CONTRACTORS

ACTIVE

G B U CONSTRUCTION TEAM LLC
3265 DRUSILLA LANE
BATON ROUGE, LA 70809
is duly registered and entitled to perform
PLAYGROUND & RECREATION EQUIPMENT

We have hereunto set our hand and caused the Seal of the Mississippi Board of Contractors to be affixed this 28 day of Aug., 2026

CERTIFICATE OF RESPONSIBILITY
No. 26139-SC
Expires Aug. 28, 2027

Joel A. Cundell

CHAIRMAN OF THEBOARD

*** To ensure the validity of this contractor, please verify this certificate by searching the license number at msboc.us! ***

CERTIFICATE OF LIABILITY INSURANCE

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	CONTACT NAME: Robbie Rhodes
InSight Insurance - Ponchatoula 1133 US-51 Ponchatoula LA 70454	PHONE (A/C, No, Ext): (985) 242-4300 FAX (A/C, No): E-MAIL ADDRESS: robbie@insighthelps.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Pelican Playgrounds LLC 5208 Magazine St #116 New Orleans LA 70115	INSURER A : Kinsale	38920
	INSURER B : Progressive	24260
	INSURER C : Chubb / ace American	22667
	INSURER D : Kinsale	38920
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			0100356254	03/11/2026	03/11/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			975673068	12/14/2025	12/14/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
D	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			20692865	03/11/2026	03/11/2027	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		27727-21	01/03/2026	01/03/2027	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

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

Robbie Rhodes

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The ACORD name and logo are registered marks of ACORD

Michael Watson
SECRETARY OF STATE

Office of the Secretary of State
Jackson, Mississippi

Certificate of Good Standing

I, MICHAEL WATSON, Secretary of State of the State of Mississippi, and as such, the legal custodian of the records as required by The Mississippi Registration of Foreign Limited Liabilities Company Act to be filed in my office do hereby certify:

PELICAN PLAYGROUNDS LLC

Registered the 31st day of August, 2020

A Louisiana LIMITED LIABILITY COMPANY has filed the necessary documents in this office and has obtained a certificate of registration to do business in this state, under the provisions of The Mississippi Registration of Foreign Limited Liability Companies Act as shown by the records in this office.

I further certify that said Limited Liability Company has filed in this office an appointment of registration for service of process, with written acceptance endorsed thereon, and/or power of attorney, designating its agent and/or attorney for service of process in this State as:

Eric Hatten
125 S Congress St , #1336
Jackson, MS 39201

I further certify that said Limited Liability Company has paid the fees for filing the above papers required by law as shown by the records of this office, and that said Limited Liability Company is in good standing to do business in Mississippi at this time.

Given under my hand and seal of office
the 2nd day of October, 2026

Michael Watson

Certificate Number: CN26253998
Verify this certificate online at http://corp.sos.ms.gov/corpconv/verifycertificate.aspx

SECTION 8

REFERENCES









UMMC - Robbie Hughes Playground
Virgil Lamkin - 769.233.3797

Leake County Elementary School
Melissa Smith 601.416.7783

REFERENCES





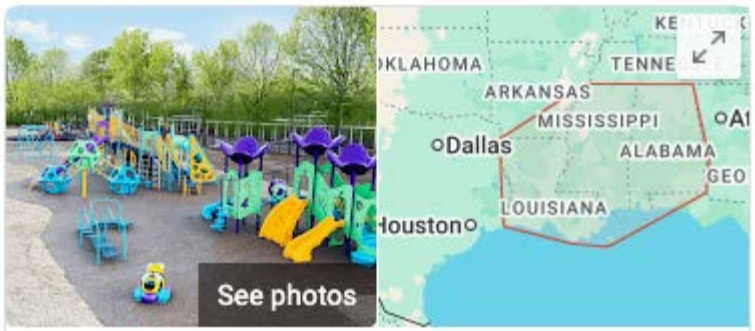




Poplarville Upper Elementary
Judson Neciase 601.795.8303

Heritage Properties
Corey Thames 601.260.5007

REFERENCES



Pelican Playgrounds

5.0 ★★★★★ 10 Google reviews

Playground equipment supplier

Jason Asbill
Local Guide · 13 reviews · 1 photo

★★★★★ 8 months ago

Lauren and her team really know how to make the process easy and fun. They care about the communities where they build and bring a personal touch to all their projects. Highly recommend!

Hover to react

Tara Scott
2 reviews

★★★★★ 5 years ago

I can't say enough good things about Pelican Playgrounds!! It was an intimidating project to tackle with a limited budget. The playground team reached out to Lauren as well as a couple of other companies. Lauren is the one who responded and was in our office within a couple of days with very much support from the beginning. She walked us through many aspects from showing us items in our budget, maximizing our purchase with options of levels of building support, color coordinating, designs from an architect that met all the state requirements for the age group etc. When we chose a community build she walked us through the process every step of the way and when she and Mike showed up for the build days, it was GAME ON! We had media coverage because of the awesome community support and Lauren even helped with the news release. Unbelievable experience with an incredible company!! Check out the amazing build video in time lapse format along with the drone footage posted on their facebook page . Tara Scott Prek Coordinator BWSD.

Jimmy Henderson
2 reviews · 10 photos

★★★★★ 3 years ago

Pelican Playgrounds was a class act to work with! They made the process of going from ideas to plans to realization easy. They built high quality, sturdy, and beautiful play equipment and areas. We will use them again, and we recommend them to all schools, communities, and organizations.



❤️🙏 2

Pelican Playgrounds (Owner)
3 years ago

Jimmy, thank you for your kind words. Everyone we encountered from Leake County School District was a delight. The passion that these educators bring to their work every single day even trickles over to playground planning. Projects like this one for Leake County Elementary School ground us in the important work of providing safe, inclusive, play spaces for all kids. We can't wait for the next one!

Michelle Smith
1 review

★★★★★ 3 years ago

Working with Pelican Playground was so simple and easy. Alex and Lauren took care of all of our school's playground needs. Affordable, friendly, quick, and customer service from Alex went over and beyond!! Give them a call for all of your playground needs!

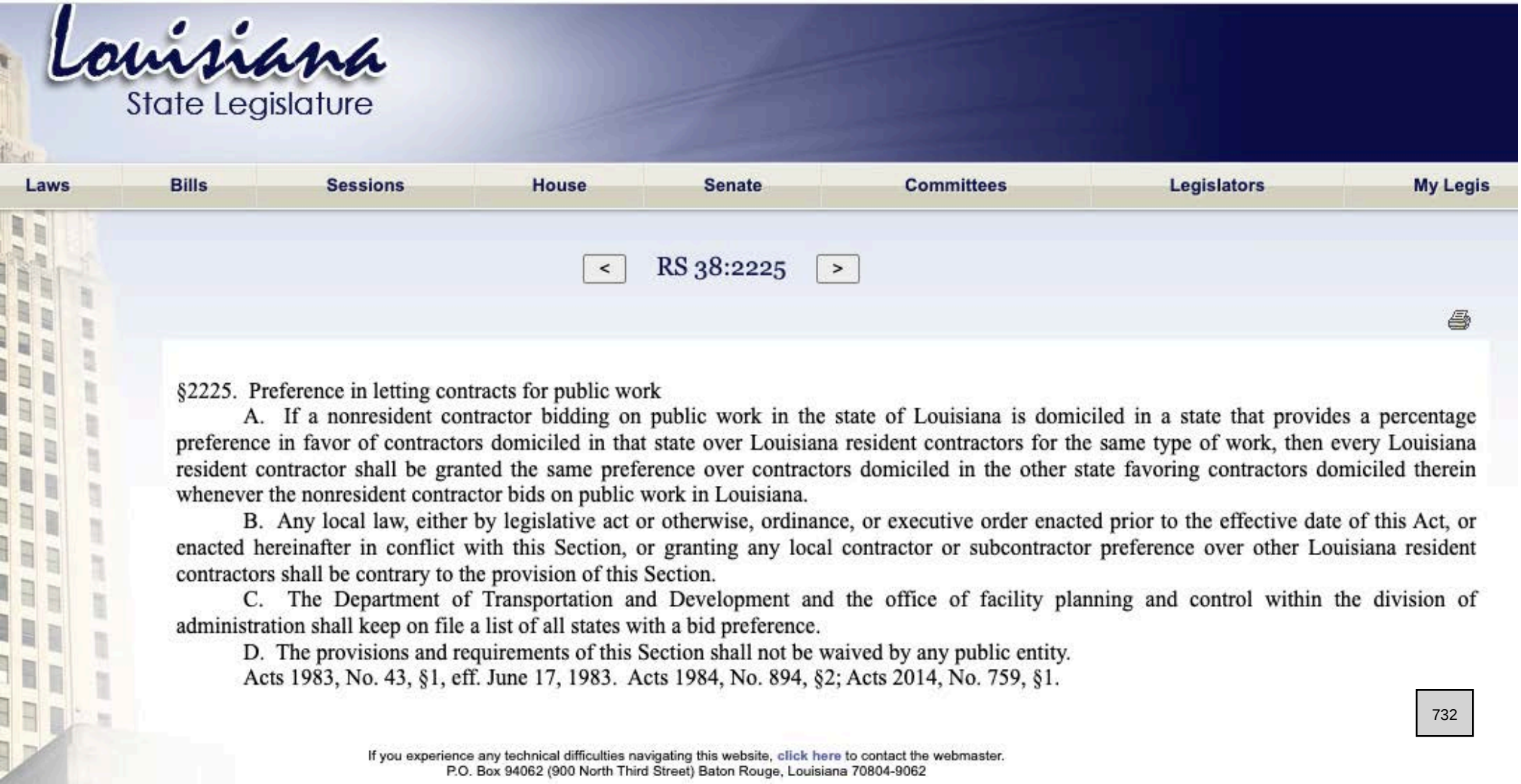
🙏 1

Pelican Playgrounds (Owner)
3 years ago

Michelle, thank you so much for your kind words. We've loved our multiple projects with North Pike School District. Hope you, your staff, and students have a wonderful school year!

REQUIRED PER MS CODE 31-3-21 FOR PUBLIC BIDS

When a nonresident contractor submits a bid for a public project, he shall attach thereto a copy of his resident state's current preference law, if any, pertaining to such state's treatment of nonresident contractors. Any bid submitted by a nonresident contractor which does not include the nonresident contractor's current state law shall be rejected and not considered for award.



Louisiana State Legislature

Laws | Bills | Sessions | House | Senate | Committees | Legislators | My Legis

< RS 38:2225 >

§2225. Preference in letting contracts for public work

A. If a nonresident contractor bidding on public work in the state of Louisiana is domiciled in a state that provides a percentage preference in favor of contractors domiciled in that state over Louisiana resident contractors for the same type of work, then every Louisiana resident contractor shall be granted the same preference over contractors domiciled in the other state favoring contractors domiciled therein whenever the nonresident contractor bids on public work in Louisiana.

B. Any local law, either by legislative act or otherwise, ordinance, or executive order enacted prior to the effective date of this Act, or enacted hereinafter in conflict with this Section, or granting any local contractor or subcontractor preference over other Louisiana resident contractors shall be contrary to the provision of this Section.

C. The Department of Transportation and Development and the office of facility planning and control within the division of administration shall keep on file a list of all states with a bid preference.

D. The provisions and requirements of this Section shall not be waived by any public entity.

Acts 1983, No. 43, §1, eff. June 17, 1983. Acts 1984, No. 894, §2; Acts 2014, No. 759, §1.

If you experience any technical difficulties navigating this website, click here to contact the webmaster.
P.O. Box 94062 (900 North Third Street) Baton Rouge, Louisiana 70804-9062

Thank you!

Alex Wilcox | Mississippi Territory Manager

601-510-4511

awilcox@pelicanplaygrounds.com

www.pelicanplaygrounds.com



PELICAN PLAYGROUNDS



Advertisement for Bids - Gluckstadt Community Park
City of Gluckstadt

Project documents obtained from www.CentralBidding.com

08-Sep-2026 11:29:05 AM

CONSTRUCTION DOCUMENTS

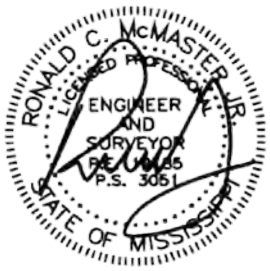
For
PLAYGROUND FOR GLUCKSTADT COMMUNITY PARK

Located in
CITY OF GLUCKSTADT
MADISON COUNTY, MISSISSIPPI

Prepared for
MAYOR AND BOARD OF ALDERMEN
CITY OF GLUCKSTADT, MISSISSIPPI



Prepared by
McMaster & Associates, Inc.
212 Waterford Square
Suite 300
Madison, Mississippi 39110



MA Project No. M-3442-1
September 3, 2026

BIDDER CHECK LIST

(Items requiring completion and/or signature at bid letting)

AW Envelope has required information on outside and is sealed. (See Section 002113)

AW Affidavit regarding Non-Collusion, Debarment and Suspension, etc.: Executed (signed and notarized) in duplicate.

AW Bidder's Proposal - All pages Completed and Executed.

AW Proposal Guaranty

AW Any issued addenda included and acknowledged as required.

AW Non-resident Bidders: A copy of the current laws regarding any preference for local Contractors from state wherein domiciled have been included.

DO NOT remove any part of the contractor documents. A stripped proposal is considered as an irregular bid and will be cause for rejection.

This checklist is to assist the contractor in the submission of a complete Bid Proposal. This checklist in no way relieves the contractor of the responsibility to submit a complete Proposal. Failure to complete any or all of the applicable requirements will be cause for the proposal to be considered irregular.

TABLE OF CONTENTS

---------- Cover Page
---------- Bidders Checklist
---------- Table of Contents

DIVISION 00 | PROCUREMENT AND CONTRACTING REQUIREMENTS

001113 Advertisement for Bids
002113 Instructions to Bidders
004100 Bid Form Proposal
004519 Non-Collusion Affidavit (In Duplicate)
005100 Notice of Award
005200 Agreement
006100 Bond Forms
006200 Certificate of Attorney
007200 General Conditions
007300 Supplementary Conditions

DIVISION 01 – GENERAL REQUIREMENTS

011100 Summary of Work
011110 Special Project Procedures
011115 Utilities Coordination
011120 Project Coordination
012900 Applications for Payment
012905 Construction Change Request
012910 Submittals
013210 Construction Schedules
014510 Testing Laboratory Services
017113 Mobilization
017123 Field Engineering
017400 Cleaning
017700 Contract Closeout
017840 Project Record Documents
017850 Warranties

DIVISION 02 – EXISTING CONDITIONS

023000 Exhibits (Site Plan & Layout)

DIVISION 03 - 10 – NOT USED

DIVISION 11 – EQUIPMENT

116800 Splash Pad System
116810 Playground Equipment and Structures
116820 Outdoor Fitness Equipment

DIVISION 12 - 30 – NOT USED

DIVISION 31 – EARTHWORK

312000 Earthwork
312313 Subgrade Preparation
312333 Pipeline Excavation and Backfill
312513 Silt Fence
312514 Temporary Erosion Checks

DIVISION 32 – EXTERIOR IMPROVEMENTS

321123	Crushed Limestone Base
321313	Site Concrete Accessories
321314	Site Concrete Placement
321315	Site Concrete Formwork
323119	Fences and Gates
329200	Turf Systems

DIVISIONS 33 – UTILITIES

334100	Drainage Pipes and Culverts

END OF SECTION

SECTION 001113
ADVERTISEMENT FOR BIDS

Sealed bids for the construction of the Playground for Gluckstadt Community Park for the City of Gluckstadt, Mississippi, will be received by Public Works at City Hall, 343 Distribution Drive, Gluckstadt, MS 39110, until 2:00 P.M., October 2, 2026, and shortly thereafter publicly opened and read aloud. Electronic bids will be received at www.centralbidding.com and shall include a copy of their Certificate of Responsibility as an attachment to the electronic bid. Bids received after this time will not be accepted and will be returned unopened. All bids shall be clearly marked "PLAYGROUND FOR GLUCKSTADT COMMUNITY PARK" with the date and time of the bid opening on the outside of the sealed envelope. Each bidder shall write his Certificate of Responsibility number and Mississippi License number on the outside of the sealed envelope containing his bid.

A pre-bid meeting will be held on September 15, 2026, at 1:00 P.M. at City Hall located at 343 Distribution Drive, Gluckstadt, MS 39110.

The City of Gluckstadt hereby notifies all Bidders that it will affirmatively ensure that disadvantaged and women-owned business enterprises will be afforded the full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Contract Time is as follows:
The Contractor shall complete all Work by August 31, 2027, based on the anticipated award of the Contract following receipt, review, and approval of bids.

It is recommended by the Owner/Engineer that the bidder submit three projects of similar scope and size for review and evaluation. The contract, if awarded, will be awarded to the lowest and best bidder as determined by the Mayor and Board of Aldermen of the City of Gluckstadt, Mississippi. The Mayor and Board of Aldermen for the City of Gluckstadt, Mississippi reserves the right to reject any and all bids and to waive any informalities or irregularities in the bids received.

Bidders must be qualified under Mississippi Law and show a current Certificate of Responsibility issued by the Mississippi Board of Public Contractors establishing classification as to the value and type of construction work on which he is authorized to bid.

Plans and Contract Documents may be ordered at www.centralbidding.com and are on file at McMaster & Associates, Inc. located at 212 Waterford Square, Suite 300 Madison, Mississippi 39110. Please notify the office in advance if you plan to pick up hard copies of these documents at McMaster & Associates, Inc. For any questions regarding the bid, please contact Kohl Bailey with McMaster & Associates, Inc. by email at kohl@mcmastereng.com or by phone at (601) 605-1090, Ext. 106.

Each bid shall be accompanied by a Certified Check on a solvent bank or a Bidder's Bond issued by a Surety Company licensed to operate in the State of Mississippi, in the amount of five (5) percent of his bid, payable to the City of Gluckstadt, Mississippi as bid security. The successful Bidder will be required to execute a Performance Bond and a Payment Bond, each in the amount of 100 percent of the Contract issued by a Surety company licensed to operate in the State of Mississippi. Bidders shall submit a current financial statement if requested by the city. Attorneys-in-fact who sign Payment Bonds must file with each bond a certified and effective dated copy of their Power of Attorney.

The bidder shall guarantee to hold his bid good and may not withdraw his bid for a period of 60 calendar days after the scheduled closing time for receiving bids.

Publication Dates:
September 3, 2026
September 10, 2026

Mayor Walter C. Morrison, IV,
City of Gluckstadt,
Mississippi

SECTION 002113
INSTRUCTIONS TO BIDDERS

1. **RECEIPT OF BIDS**

The City of Gluckstadt, hereinafter called the Owner, invites bids on the proposal form(s) enclosed, for work described herein, for which all blanks must be appropriately completed. Bids will be received until 2:00 P.M. local time on October 2, 2026, at which time they will be publicly opened and read aloud.

2. Any proposal received after closing time will be returned unopened.

3. Enclosed are contract proposal forms for the project titled "PLAYGROUND FOR GLUCKSTADT COMMUNITY PARK" and all associated items of work necessary for the complete construction of the project.

4. The contract will be awarded to the successful Contractor, based on the lowest and best bid received for the work meeting the outlined requirements of these specifications. All supporting documents (including, but not limited to, Proposal Form, Bid Bond, Non-Collusion Affidavit, etc.) for each contract must be completed and enclosed with the bid for that bid to be eligible for consideration. **DO NOT remove any part of the contract Documents. A stripped proposal is considered as an irregular bid and will be cause for rejection.**

5. Each bid received shall be enclosed in a sealed envelope, the outside of which shall clearly indicate the following:

   a. The name of the Project with date and time of bid opening.

   b. The name of the Bidder and the Bidder's permanent address.

   c. The Bidder's/Contractor's license number as issued by the State Board of Mississippi. (For a bid, the total amount of which is in excess of Fifty Thousand Dollars ($50,000), the bidder must have a Contractor's license number. If the bid is less than Fifty Thousand Dollars, a statement signifying that the bid is not in excess of Fifty Thousand Dollars ($50,000) must be shown on the outside of the sealed envelope containing the bid).

If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to the Owner.

The attention of prospective bidders is directed to all State fees and taxes required for the privilege of doing business within the State.

Any proposal received which does not comply with these provisions will be returned unopened.

6. The name of the Project is:

" PLAYGROUND FOR GLUCKSTADT COMMUNITY PARK "

7. The Bidder understands that the prices/bid included on the proposal form as a part of its bid shall be held good and may not be altered or withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

8. Each bid shall be accompanied by a Certified Check on a solvent bank or a Bidder's Bond issued by a Surety Company licensed to operate in the State of Mississippi, in the amount of five percent of his bid, payable to the City of Gluckstadt, Mississippi as bid security.

9. The successful Bidder will be required to execute a Performance Bond and a Payment Bond, each in the amount of 100 percent of the Contract, issued by a Surety company licensed to operate in the State of Mississippi. Bidders shall submit a current financial statement if requested by the City. Attorneys-in-fact who sign Payment Bonds must file with each bond a certified and effective dated copy of their Power of Attorney.

10. The Owner's intent is to construct and install the improvements for the Playground for Gluckstadt Community Park as described in the Contract Documents.

11. The Contractor shall complete all Work no later than August 31, 2027. Contract time shall commence on the date established in the Notice to Proceed. Failure to achieve completion by August 31, 2027, will result in the assessment of liquidated damages in the amount of $750.00 for each calendar day thereafter until the Work is complete.

12. The Engineer shall provide a Resident Project Representative to observe and document construction of this project. The Contractor(s) shall be responsible for notifying the Engineer and/or its resident project representative (RPR) of days when construction activities will not take place. If the Contractor(s) fails to do so, it shall pay all expenses of the RPR being at the site on those days when work was scheduled to be performed, but was not. The costs incurred by the Engineer or its RPR shall be deducted from the monthly invoices submitted to the Owner for work performed by the Contractor(s).

13. Where a manufacturer, product, or model is identified in the Specifications as the "Basis of Design" or is followed by the words "or approved equal," the named product is intended to establish the required type, quality, performance, function, and general design intent. Products of other manufacturers that meet or exceed the specified requirements may be considered as approved equals.

    Requests for approval of proposed equal products shall be submitted to the Engineer prior to bid opening with sufficient product data and supporting information to demonstrate compliance with the Contract Documents. Only products specifically approved by the Engineer and Owner, or subsequently identified by Addendum when required, shall be considered approved equals for bidding purposes.

    If a proposed equal has not been approved prior to bid opening, the Bidder shall base its Bid on the specified Basis-of-Design product.

END OF SECTION

SECTION 004100
BIDDER'S PROPOSAL

PLAYGROUND
FOR
GLUCKSTADT COMMUNITY PARK

DATE: _October, 2___, 2026

PROPOSAL OF ____Pelican Playgrounds, LLC_____
(Name of Bidder)

__**5208 Magazine Street #116, New Orleans, LA. 70115**_____
(Address of Bidder)

For the Playground at Gluckstadt Community Park,
City of Gluckstadt, Mississippi.

The documents upon which this Proposal is based include the Instructions to Bidders, Bid Forms, General Conditions, Supplementary Conditions, Technical Specifications, applicable drawings, details, exhibits, equipment information, and all supplements, amendments, and Addenda issued for this Project, all of which are made a part hereof by reference.

TO: CITY OF GLUCKSTADT
343 DISTRIBUTION DRIVE
GLUCKSTADT, MISSISSIPPI 39110

Gentlemen:

The following Proposal is submitted on behalf of the undersigned Bidder(s) and no others. Evidence of my (our) authority to submit the Proposal is hereby furnished. The Proposal is submitted without collusion on the part of any person, firm, or corporation.

I (We), the undersigned Bidder(s), certify that I (we) have carefully examined the site of the proposed Work and have inspected the location and condition of all public utilities and existing structures or other facilities on the site or adjacent thereto which may be affected by the proposed construction and fully understand all conditions relative to construction difficulties, hazards, labor, transportation, and all other factors affecting the prosecution of the Work covered by this Proposal.

In accordance with the requirements of the Instructions to Bidders, Bid Forms, Technical Specifications, Supplementary Conditions, General Conditions, equipment information, details, exhibits, and any Addenda, I (we) propose to furnish all necessary materials, equipment, labor, tools, transportation, supervision, and other means of construction and will perform all Work called for by the Contract Documents within the specified Contract Time.

LUMP SUM BID ITEMS

The Bidder shall include in each Lump Sum Bid Item All Work required for the complete installation of the applicable improvements in accordance with the Contract Documents. Refer to Section 011100 – Summary of Work for additional requirements regarding Lump Sum Bid Items.

The following is my (our) Proposal for the Playground for Gluckstadt Community Park.

BID FORM

"Playground for Gluckstadt Community Park"

City of Gluckstadt, Mississippi

****** SPECIAL NOTICE TO BIDDERS:******

BIDS WILL NOT BE CONSIDERED UNLESS ALL ITEM TOTALS ARE ENTERED

PAY ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE DOLLARS & CENTS	ITEM TOTAL DOLLARS & CENTS
1	Mobilization / Demobilization	1.0	LUMP SUM	XXXXXXXXXXXX	$2,666.50
2	Playground Equipment & Installation	1.0	LUMP SUM	XXXXXXXXXXXX	$983,519.60
3	Outdoor Fitness Equipment & Installation	1.0	LUMP SUM	XXXXXXXXXXXX	$177,912.86
4	Splash Pad System & Installation	1.0	LUMP SUM	XXXXXXXXXXXX	$166,833.78
5	Fencing & Gates	1.0	LUMP SUM	XXXXXXXXXXXX	$36,120.35
6	Site Preparation & Minor Grading	1.0	LUMP SUM	XXXXXXXXXXXX	$2,911.50
7	Artificial / Synthetic Turf Systems	1.0	LUMP SUM	XXXXXXXXXXXX	$196,612.90
8	Concrete Work	1.0	LUMP SUM	XXXXXXXXXXXX	$97,440.04
				Total Bid	$1,664,024.53

I (We) further propose to execute the Contract Agreement as bound herein within ten (10) calendar days after receipt of Contract Forms from the Owner and to complete all Work no later than August 31, 2027. I (We) agree to pay as liquidated damages the sum of $750.00 for each consecutive calendar day beyond the specified Contract Time as provided in the Contract Documents.

Special Damages: In addition to the amounts provided for liquidated damages, Contractor, in the event of such default, shall pay to the Owner the actual costs, expenses and other losses reasonably incurred by Owner.

I (We) also propose to execute a Performance Bond and a Payment Bond, as shown in the bid package, each in an amount of not less than one hundred percent (100%) of the total of my (our) Bid. These Bonds shall not only serve to guarantee the completion of the Work on my (our) part, but also to guarantee the excellence of both workmanship and materials until the Work is finally accepted.

I (We) enclose a Bid Bond or Certified Check in the amount of five percent (5%) of: One million six hundred forty-seven thousand one hundred sixty-one and three cents, Dollars

($ 1,647,161.03)
(Total Bid Amount)

and hereby agree that in case of my (our) failure to execute the Contract and furnish the Bonds within ten (10) working days after delivery of the Notice of Award, the amount of this check (Bid Bond) will be forfeited to City of Gluckstadt, Mississippi as liquidated damages arising out of my (our) failure to execute the Contract as proposed.

It is understood that in case I (we) am (are) not awarded the Work, the Certified Check or Bid Bond submitted as Bid security will be returned as stipulated in the Contract Documents.

Bidder acknowledges receipt of the following Addenda:

No. One(1) Dated 09/21/2026	No. _____ Dated _____
No. _____ Dated _____	No. _____ Dated _____
No. _____ Dated _____	No. _____ Dated _____
No. _____ Dated _____	No. _____ Dated _____

Respectfully Submitted,

Pelican Playgrounds
Contractor(s)

By: Alex Wilcox

Title: MS Territory Manager

Address: 5208 Magazine Street #116, New Orleans,

LA. 70115

PLAYGROUND
FOR
GLUCKSTADT COMMUNITY PARK

The names and addresses of all person and parties who will be utilized for subcontract Work in the foregoing Bidder's Proposal are listed below. (The Contractor must list all Subcontractors to the utilized on the Work. Failure to list Subcontractors may cause the Bidder's Proposal to be rejected by the Owner as nonresponsive.) If the Bidder does not propose Subcontractors, so state.

NAME	ADDRESS
Roger Tassin	1014 Tara Blvd, Baton Rouge, LA. 70806

END OF SECTION

SECTION 004519
NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of MS

County of Madison

Lauren Knight, being first dully sworn, deposes and says:

(1) He is President/Owner of Pelican Playgrounds, LLC, the Bidder that has submitted the attached bid;

(2) Such Bid is genuine and is not a collusive or sham Bid;

(3) Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed Contract; and

(4) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Lauren Knight (signature)

President / Owner (title)

Subscribed and sworn to before me
this the 30 day of September, 2026

Brandy Lyn Wilcox
(signature)

Notary
(title)

STATE OF MISSISSIPPI
BRANDY LYN WILCOX
NOTARY PUBLIC
Lee County
Commission Expires
July 5, 2029
COMMISSION NUMBER 93525

My commission expires 7.5.29

SECTION 004519
NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of MS

County of Madison

Lauren Knight, being first dully sworn, deposes and says:

(1) He is President/Owner of Pelican Playgrounds, LLC, the Bidder that has submitted the attached bid;

(2) Such Bid is genuine and is not a collusive or sham Bid;

(3) Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed Contract; and

(4) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Lauren Knight (signature)

President / Owner (title)

Subscribed and sworn to before me
this the 30 day of September, 2026

Brandy L. Wilcox
(signature)

Notary
(title)

My commission expires 7.5.29

STATE OF MISSISSIPPI
BRANDY LYN WILCOX
NOTARY PUBLIC
Lee County
Commission Expires
July 5, 2029
COMMISSION NUMBER 93525

SECTION 005100
NOTICE OF AWARD

Date _____

TO:

RE: **Playground for Gluckstadt Community Park**
City of Gluckstadt, Mississippi

NOTICE OF AWARD

Gentlemen:

The City of Gluckstadt has considered the Proposal submitted by you for the above referenced Work in response to its Advertisement for Bids and Instructions to Bidders.

You are hereby notified that your Proposal has been accepted in the amount of $ _____.

You are required by the Instruction to Bidders to execute the Contract and furnish to the City of Gluckstadt the required Contractor's Performance Bond, Payment Bond, insurance policy endorsements, waiver of subrogation, and certificates of insurance within 10 working days from the date of delivery of this Notice to you. We have enclosed five copies of the necessary contract forms and bond forms. Please return all five copies of these documents to the offices of McMaster & Associates, Inc., 212 Waterford Square, Suite 300, Madison, MS 39110.

If you fail to execute said Contract and to furnish said Bonds within 10 days from the date of delivery of this Notice, the Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your proposal as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by Law.

You are required by the General Conditions and Supplementary Conditions to submit to McMaster & Associates, Inc. an estimated progress schedule, a preliminary schedule of Shop Drawing submissions and a preliminary schedule of values of the Work within 10 days after the effective date of this Contract, all in accordance with Article 2.5 of the General Conditions.

You are required to return an acknowledged copy of this Notice of Award directly to the City of Gluckstadt.

Attention: City of Gluckstadt

Very truly yours,

McMaster & Associates, Inc.

_____

_____

Pc: City of Gluckstadt
343 Distribution Dr
Madison, Mississippi 39110

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by _____

this, the _____day of _____, 2026.

By _____

Title _____

END OF SECTION

SECTION 005200
AGREEMENT

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2026.

by and between _____, hereinafter called the Owner, and

_____, hereinafter called the Contractor.

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

ARTICLE 1. WORK

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

Playground for Gluckstadt Community Park
City of Gluckstadt, Mississippi

The Work generally includes construction and installation of playground improvements, splash pad improvements, outdoor fitness improvements, walking trail, sidewalks and concrete areas, artificial turf and surfacing, fencing, minor grading and drainage, site restoration, and other associated improvements as required by the Contract Documents.

The Work shall include all labor, materials, equipment, delivery, foundations, anchoring, accessories, coordination, installation, testing, restoration, and incidentals necessary to provide complete improvements and systems in accordance with the Contract Documents and approved submittals.

ARTICLE 2. ENGINEER

The Project has been designed by McMaster & Associates, Inc., who is hereinafter called Engineer and who will assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME

3.1 The Contractor shall complete the Work and be ready for final acceptance no later than August 31, 2027.

3.2 Liquidated Damages – The Contractor and Surety agree to pay the Owner liquidated damages in the amount of Seven Hundred Fifty Dollars ($750.00) for each calendar day that expires after the Contract Time specified in Paragraph 3.1, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions, until the Work is complete and ready for final acceptance.

ARTICLE 4. CONTRACT PRICE

4.1 Owner shall pay Contractor for performance of the Work in accordance with the Contract Documents in current funds at the lump sum or unit prices presented in the Price Bid Table in Section 004100 attached to this Agreement.

4.2 The parties expressly agree that the Contract Price is a stipulated lump sum except with regard to those specific items, if any, identified in the Bid as being subject to unit prices.

4.3 Unless specifically identified as a separate unit-price or other separately payable item in the Bid Form, work required by the Contract Documents shall be considered included in the applicable lump-sum bid amount. Incidental labor, materials, equipment, accessories, coordination, and other work necessary to provide complete installations shall be included in the Contract Price.

ARTICLE 5. PAYMENT PROCEDURES

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

5.1 Intentionally left blank.

5.2 Retainage. Retainage shall be withheld in the amount of five percent (5%) from each approved Application for Payment. The Owner shall pay the Contractor ninety-five percent (95%) of the amount approved for payment, with the remaining five percent (5%) retained in accordance with the Contract Documents.

5.3 Final Acceptance and Payment. Upon completion of all Work and upon completion of the lists of items to be completed or corrected which accompanied the Certificate of Substantial Completion, the Contractor may request a final inspection and may make an Application for Payment as provided by Paragraphs 14.7 through 14.9 of the General Conditions, upon the Owner's certificate of final acceptance.

Final acceptance of the Work, based upon the certificate of final acceptance, shall be by resolution of the Owner.

The Contractor shall furnish the Owner a notarized affidavit certifying that all claims, liens and other outstanding obligations incurred by him and his subcontractors in the performance of the Work have been paid and settled at the submission of the Application for Final Payment.

ARTICLE 6. CONTRACTOR'S REPRESENTATIONS

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

6.1 Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or finishing of the Work.

6.2 Contractor has obtained and carefully studied (or assumed responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Paragraph 6.1 above) which pertain to the subsurface or physical conditions at or contiguous to the site or which otherwise may affect the cost, progress, performance or furnishing of the Work as Contractor considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 4.2 of the General Conditions. In exercising its responsibility with respect to subsurface conditions and physical conditions at the site, Contractor has or will obtain or perform at no additional cost to the Owner such additional examinations, investigations, explorations, tests, reports, studies, or similar information or data as may be required by Contractor for such purposes.

ARTICLE 7. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between Owner and Contractor are attached to the Agreement, made a part hereof, and consist of the following:

7.1 Agreement (Section 005200), including the General Conditions and Supplementary Conditions.

7.2 Authority to Execute Contract (Section 005200).

7.3 Construction Performance and Payment Bond (Section 006100) and Insurance Certificates.

7.4 Intentionally left blank.

7.5 Notice of Award (Section 005100).

7.6 Contractor's Bid Form (Section 004100).

7.7 Non-Collusion Affidavit (Section 004519).

7.8 Addenda (Numbers _____ to _____, inclusive).

7.9 Exhibit 1 and Exhibit 2 – General Layout and Design Intent Exhibits for the proposed improvements at Gluckstadt Community Park.

7.10 Contract Documents and Specifications for:

Playground for Gluckstadt Community Park
City of Gluckstadt, Mississippi

consisting of applicable Divisions 00 through 33.

There are no Contract Documents other than those listed above in this Article 7. The Contract may only be amended, modified or supplemented as provided for in the General Conditions.

ARTICLE 8. MISCELLANEOUS

8.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions, as modified in the Supplementary Conditions.

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

8.3 It is hereby agreed and understood by the parties hereto that any and all disputes that may result in litigation shall be resolved in accordance with Article 16 of the General Conditions.

8.4 Intentionally left blank.

8.5 Contractor shall pay promptly, before final payment, any and all claims or liens incurred in and about this Work and shall execute a final receipt form.

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

This Agreement will be effective on _____,2026.

Owner: _____ Contractor: _____

By: _____ By: _____

Title: _____ Title: _____

Signature: _____ Signature: _____

Attest: _____ Attest: _____

(SEAL) (SEAL)

Address for giving notices:

_____

_____

_____

Mississippi State Contractor
License No. _____

Agent for Service of Process:

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

Bidder is a Multi-member LLC

PARTNERSHIP CERTIFICATE

STATE OF MISSISSIPPI

COUNTY OF Madison

On this 2 day of October, 20 26, before me personally appeared Lauren Knight, known to me and known by me to be the person who executed the above instrument, who being by me first duly sworn, did depose and say that he is a general partner in the firm of Pelican Playgrounds LLC,that said firm consists of himself and Mike Parody ; and that he executed the foregoing instrument on behalf for the uses and purposes stated herein.



Notarial Seal

Jimmy J Castillo
Notary Public
1358435

Commonwealth of Pennsylvania - Notary Seal
Jimmy J Castillo, Notary Public
Schuylkill County
My commission expires June 2, 2027
Commission Number 1358435

Notary Public in the

County of Schuylkill

State of Pennsylvania

My Commission Expires: 06/02/2027

Notarized remotely online using communication technology via Proof.

CORPORATE CERTIFICATE

I, Lauren Knight certify that I am the Secretary of the Corporation named as Contractor in the foregoing Contract; that Lauren Knight, who signed said Contract on behalf of the Contractor was then President & Secretary of said Corporation; that said Contract was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

Lauren Knight

Secretary

Corporate Seal

END OF SECTION

SECTION 006100
GENERAL INSTRUCTIONS FOR BONDS

1. The surety on each Bond must be a responsible surety company, which is qualified to do business in Mississippi and satisfactory to the, Mayor and Board of Aldermen, City of Gluckstadt, Mississippi.

2. The name, including full Christian name, and residence of each individual party to the Bond shall be inserted in the body thereof, and each such party shall sign the Bond with his usual signature on the line opposite the seal and if signed in Maine, Massachusetts or New Hampshire and adhesive seal shall be affixed opposite the signature. The bond must be either signed or countersigned by a Mississippi Resident Agent of the Surety company.

3. If the principals are partners, their individual names will appear in the body of the Bond with the recital that they are partners composing a firm, naming it; and all the members of the firm shall execute the Bond as individuals.

4. The signature of a witness shall appear in the appropriate place, attesting to the signature of each individual party to the Bond.

5. If the principal or surety is a corporation, the name of the State in which incorporated shall be inserted in the appropriate place in the body of the Bond, and said instrument shall be executed and attested under the corporate seal as indicated in the form. If the corporation has no corporate seal the fact shall be stated, in which case, a scroll or adhesive seal shall appear following the corporate name.

6. The official character and authority of the person or persons executing the Bond for the principal, if a corporation, shall be certified by the secretary or assistant secretary, according to the form attached hereto. In lieu of such certificated there may be attached to the Bond copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

7. The date of this Bond must not be prior to the date of the Contract in connection with which it is given.

8. 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.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

a _____ hereinafter called Principal, and
(Corporation, Partnership, or Individual)

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

City of Gluckstadt
(Name of Owner)

343 Distribution Drive, Gluckstadt, Mississippi 39110
(Address of Owner)

hereinafter called OWNER, in the penal sum of _____

_____, ($ _____)

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____day of _____, 2026, a copy of which is hereto attached and made a part hereof for the construction of:

Playground for Gluckstadt Community Park

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertaking 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 all 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.

NOW, THEREFORE, if the Principal shall promptly make payment of all taxes, licenses, assignments, contributions, damages, penalties, and interest thereon, when and as the same may lawfully be due the State of Mississippi, or any county, municipality, board, department, commission, or political subdivision thereof, by reason of and directly connected with the performance of said Contract or any part thereof as provided by Sections 27-65-1, 27-65-21, 27-67-301 and 31-5-3, supra, or any other applicable statute of other authority, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

PROVIDED, FURTHUR, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder 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 terms of the contract or to the WORK or to the SPECIFICATIONS.

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

IN WITNESS WHEREOF, this statement is executed in five counterparts, each one of which shall be deemed and original, this the _____day of _____, 2026.

ATTEST:

_____
Principal

_____
(Principal) Secretary

(SEAL)

By _____(s)

_____
(Address)

_____

_____
Witness as to Principal

_____
(Address)

_____ _____
Surety

ATTEST: By _____
Attorney-in-Fact

_____ _____
Witness as to Surety (Address)

_____ _____
(Address)

_____

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

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

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS THAT

_____
(Name of Contractor)

_____
(Address of Contractor)

a _____ , hereinafter called Principal, and
(Corporation, Partnership, or Individual)

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

City of Gluckstadt
(Name of Owner)

343 Distribution Drive, Gluckstadt, Mississippi 39110
(Address of Owner)

hereinafter called OWNER, in the penal sum of _____

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____day of _____, 2026, a copy of which is hereto attached and made a part hereof for the construction of:

Playground for Gluckstadt Community Park

NOW, THEREFORE, if the Principal shall promptly make payment to all person, 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 agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder 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 terms of the contract or to the WORK or to the SPECIFICATIONS.

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

IN WITNESS WHEREOF, this instrument is executed in five counterparts, each one of which shall be deemed an original, this the _____day of _____, 2026.

ATTEST:

_____
Principal

_____
(Principal) Secretary

(SEAL)

By _____(s)

_____
(Address)

_____

_____
Witness as to Principal

_____
(Address)

_____ _____
Surety

ATTEST:

By _____
Attorney-In-Fact

_____
(Address)

_____

_____
Witness as to Surety

_____
(Address)

_____

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

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

CERTIFICATE OF SUFFICIENCY
PLAYGROUND
FOR
GLUCKSTADT COMMUNITY PARK

I, _____, ATTORNEY FOR THE CITY OF GLUCKSTADT, MISSISSIPPI, DO HEREBY CERTIFY THAT I HAVE EXAMINED THIS AGREEMENT, THE BONDS AND EVIDENCE OF INSURANCE OFFERED BY THE CONTRACTOR AND FIND THEM TO BE PROPERLY EXECUTED, ADEQUATE AND SUFFICIENT.

_____
(Signature)

Date: _____

SECTION 006200
CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, _____,

the duly authorized and acting legal representative of _____

and do hereby certify as follows:

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

Signed: _____

(SEAL) _____

Date: _____

END OF SECTION

SECTION 007200
GENERAL CONDITIONS
ARTICLES

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ARTICLE 1 – DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof.

Defined Terms:

Addenda: Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Documents or the Contract Documents.

Agreement: The written agreement between **OWNER** and **CONTRACTOR** covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

Application for Payment: The form accepted by **ENGINEER** which is to be used by **CONTRACTOR** in requesting progress or final payment and which is to include such supporting documentation as is required by the Contract Documents.

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

Bidder: Any person, firm or corporation submitting a Bid for the Work.

Bidding Documents: Notice to bidders or advertisement, if any; instructions to bidders; other bidding information and requirements; bidding forms and attachments; contract and bond forms, and the proposed Contract Documents, including any addenda issued prior to receipt of bids.

Bonds: Bid, performance, and labor and material payment bonds and other instruments of security.

Change Order: A written order to the **CONTRACTOR** signed by the **OWNER** authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after the effective date of the Agreement that shall be approved in advance and set forth in the public minutes of the Owner.

Contract Documents: The Agreement, Addenda, **CONTRACTOR**'S Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the Notice of Award when attached as an exhibit to the Agreement), the Bonds, these General Conditions, the Supplementary Conditions, the Special Conditions, the Instructions to Bidders, the Technical Specifications, the Drawings as the same may be more specifically identified in the Agreement, together with all Modifications issued after execution of the Agreement.

Contract Price: The moneys payable by **OWNER** to **CONTRACTOR** under the Contract Documents as stated in the Agreement.

Contract Time: The number of days (computed as provided in Paragraph 17.2) or the date stated in the Agreement for the completion of the Work.

CONTRACTOR: The person, firm or corporation with whom **OWNER** has executed the Agreement. Whenever the Project is to be constructed under multiple direct contracts, the term **"CONTRACTOR"** shall mean the appropriate prime **CONTRACTOR.** Whenever a specific prime **CONTRACTOR** is referred to, terms such as "General **CONTRACTOR**", "Electrical **CONTRACTOR**", etc. will be used.

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

Defective: An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to **ENGINEER**'S recommendation for final payment (unless responsibility for the protection thereof has been assumed by **OWNER** at Substantial Completion in accordance with Paragraph 14.5).

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

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

ENGINEER: The person, firm or corporation named as such in the Agreement.

Field Order: A written order issued by **ENGINEER** which orders minor changes in the Work in accordance with Paragraph 10.2 but which does not involve a change in the Contract Price or the Contract Time.

General Requirements: Sections of the Technical Specifications.

Modifications: (a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order, or (c) a Field Order. A modification may only be issued after the effective date of the Agreement.

Notice of Award: The written notice by **OWNER** to the apparent successful Bidder stating that upon compliance by the apparent successful Bidder with the conditions precedent enumerated therein, within the time specified, **OWNER** will sign and deliver the Agreement.

Notice to Proceed: A written notice given by **OWNER** to **CONTRACTOR** fixing the date on which the Contract Time will commence to run and on which **CONTRACTOR** shall start to perform his obligations under the Contract Documents.

OWNER: The public body or authority, corporation, association, partnership, or individual with whom **CONTRACTOR** has entered into the Agreement and for whom the Work is to be provided.

Project: The total construction of which the Work to be provided under the Contract Documents may be the whole or a part as indicated elsewhere in the Contract Documents.

Project Manual: The bond documentary information prepared for bidding and constructing the Project. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the tables of contents.

Resident Project Representative: The authorized representative of **ENGINEER** whom is assigned to the site or any part thereof.

Samples: Physical examples furnished by the **CONTRACTOR** to illustrate materials, equipment or ownership, and to establish standards by which some portions of the Work will be judged.

Shop Drawings: All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for **CONTRACTOR** to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a manufacturer, fabricator, supplier or distributor and submitted by **CONTRACTOR** to illustrate material or equipment for some portion of the Work.

Specifications: Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

Subcontractor: An individual, firm or corporation having a direct contract with **CONTRACTOR** or with any other Subcontractor for the performance of a part of the Work at the site.

Supplementary Conditions: Modifications and additions to the General Conditions.

Work: The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

Order of Preference: The plans, standard specifications, general conditions, supplemental conditions, technical specifications and all supplemental plans and documents are essential parts of the contract, and a requirement occurring in one is just as binding as though occurring in all. They are intended to be complementary and to describe and provide for the complete work. In case of discrepancy, computed dimensions, unless obviously incorrect, shall govern over scaled dimensions. Plans shall govern over standard specifications. Supplemental conditions shall govern over general conditions.

The Contractor shall not take advantage of any apparent error or omission in the plans. In the event the Contractor discovers any apparent error or discrepancy, he shall immediately notify the Engineer in writing requesting his interpretation and the Engineer will make such corrections and decisions in writing as may be deemed necessary to carry out the intent of the plans.

ARTICLE 2 – PRELIMINARY MATTERS

A. Delivery of Bonds and Insurance Certificates:

B. When **CONTRACTOR** executes agreement with **OWNER**, **CONTRACTOR** shall deliver to **OWNER** such Bonds as **CONTRACTOR** may be required to furnish in accordance with Article 5.

C. When **CONTRACTOR** executes Agreement with **OWNER**, **CONTRACTOR** shall deliver to **OWNER**, with a copy to **ENGINEER**, certificates (and other evidence of insurance requested by **OWNER**) which **CONTRATOR** is required to purchase and sustain in accordance with Article 5, and **OWNER** shall deliver to **CONTRACTOR** certificates (and other evidence of insurance requested by **CONTRACTOR)** which **OWNER** is required to purchase and maintain in accordance with ARTICLE 5.

2.2 Copies of Documents: **OWNER** shall furnish to **CONTRACTOR** up to two copies (unless otherwise provided in the General Requirements) of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

2.3 Commencement of Contract Times Notice to Proceed: The Contract Time will commence to run on the thirtieth day after the Effective Date of the Agreements or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed but in no event shall the Contract Time commence to run later than the ninetieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement. A Notice to Proceed may be given at any time within thirty days after the Effective Date of the Agreement.

2.4 Starting the Project: **CONTRACTOR** shall start to perform the Work on the date when the Contract Time commences to run, but no Work shall be done at the site prior to the date on which the Contract Time commences to run.

2.5 Before Starting Construction:

A. Before undertaking each part of the Work, **CONTRACTOR** shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. **CONTRACTOR** shall promptly report in writing to **ENGINEER** any conflict, error or discrepancy which he may discover and shall obtain a written clarification from ENGINEER before proceeding with the Work affected thereby. However, **CONTRACTOR** shall not be liable to **OWNER** or **ENGINEER** for the failure to report any conflict, error or discrepancy in the Contract Documents, unless **CONTRACTOR** had actual knowledge thereof or should reasonably have known thereof.

B. Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements) **CONTRACTOR** shall submit to **ENGINEER** for review and acceptance, an estimated progress schedule indicating the starting and completion dates of the various stages of the Work, a preliminary schedule of Shop Drawing submissions, and a preliminary schedule of values of the Work.

2.6 Preconstruction Conference: Within twenty days after the Effective Date of the Agreement, but before **CONTRACTOR** starts the Work at the site, a conference will be held for review and acceptance of the schedules, referred to in Paragraph 2.5.B, to establish procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT AND REUSE

3.1 Intent:

A. The Contract Documents comprise the entire Agreement between **OWNER** and **CONTRACTOR** concerning the Work. They may be altered only by a written modification through a change order duly signed in advance of contract work necessitated by such modification and set forth in the public minutes of **OWNER**.

B. The Contract Documents are complementary meaning that what is called for by one is as binding as if called for by all. If during the performance of the Work, **CONTRACTOR** finds a conflict, error or discrepancy in the Contract Documents, he shall report it to **ENGINEER** in writing at once and before proceeding with the Work affected thereby however, **CONTRACTOR** shall not be liable to **OWNER** or **ENGINEER** for failure to report any conflict, error or discrepancy in the Specifications or Drawings unless **CONTRACTOR** had a actual knowledge thereof or should reasonably have known thereof.

C. It is the intent of the Specifications and Drawings to describe a complete Project or part thereof to be constructed in accordance with the Contract Documents. Any Work that may reasonably be inferred from the Specifications or Drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for at no additional cost to **OWNER**.

D. The Specifications may describe or the Drawings may show the general arrangement of an item of material or equipment when the actual details of said arrangement will vary with the source of the material or equipment. In such cases, **CONTRACTOR** shall bear all direct and indirect costs to accommodate the item of material or equipment furnished, whether the item of material or equipment is furnished by a manufacturer named in the Specifications or is furnished as an approved substitute or for equals item of material or equipment.

E. When words in the Specifications or on the Drawings, which have a well-known technical or trade meaning, are used to describe Work, materials or equipment such words shall be interpreted in accordance with such meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the code of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual or code in effect at the time of opening of Bids (or on the effective date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of **OWNER**, **CONTRACTOR** or **ENGINEER**, or any of their agents or employees from those set forth in the Contract Documents. Clarifications and interpretations of the Contract Documents shall be issued by **ENGINEER** as provided for in Paragraph 9.3.

F. The Contract Documents will be governed by the law of the place of the Project.

3.2 Re-use of Documents: Neither **CONTRACTOR** nor any Subcontractor, manufacturer, fabricator, supplier or distributor shall have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents for copies of any thereof prepared by or bearing the seal of **ENGINEER** and they shall not reuse any of them on extensions of the Project or any other project without written consent of **OWNER** and **ENGINEER** and specific written verification or adaption by **ENGINEER**.

ARTICLE 4 – AVAILABILITY OF LANDS, PHYSICAL CONDITIONS, AND REFERENCE POINTS

4.1 Availability of Lands: **OWNER** shall furnish, as indicated in the Contract Documents the lands upon which the Work is to be performed, rights-of-way for access thereto, and such other lands which are designated for the use of **CONTRACTOR**. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by **OWNER**, unless otherwise provided in the Contract Documents. If **CONTRACTOR** believes that any delay in **OWNER**'S furnishing these lands or easements entitles **CONTRACTOR** to an extension of the Contract Time, **CONTRACTOR** may make a claim therefor as provided in Article 12. **CONTRACTOR** shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.2 Physical Conditions-Investigations and Reports: Reference is made to the Supplementary Conditions for identification of those reports of investigations and tests of subsurface and latent physical conditions at the site or those reports that otherwise may affect cost, progress or performance of the Work which have been utilized by **ENGINEER** in preparation of the Drawings and Specifications. These reports are not intended to constitute any explicit or implicit representation as to the nature of the subsurface and latent physical conditions which may be encountered at the site or to constitute explicit or implicit representations as to any other matter contained in any report. Such reports are not guaranteed as to accuracy or completeness and are not part of the contract Documents.

4.3 Unforeseen Physical Conditions: **CONTRACTOR** shall promptly notify **OWNER** and **ENGINEER** in writing of any subsurface or latent physical conditions at the site or in an existing structure differing materially from those indicated or referred to in the Contract Documents. **ENGINEER** will promptly review those conditions and advise **OWNER** in writing if further investigations or tests are necessary. Promptly thereafter, **ENGINEER** shall obtain at **OWNER**'S approved expense, the necessary investigations and tests. **IF ENGINEER** finds that the results of such investigations or tests indicate that there are subsurface or latent physical conditions which differ materially from those intended in the Contract Documents, and which could not reasonably have been anticipated by **CONTRACTOR**, a Change Order shall be issued incorporating the necessary revisions.

4.4 Reference Points: **OWNER** shall provide engineering surveys for construction to establish reference points which in **OWNER**'S judgement are necessary to enable **CONTRACTOR** to proceed with the work. **CONTRACTOR** shall be responsible for laying out the Work (unless otherwise specified in the General Requirements), and shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of **OWNER**. **CONTRACTOR** shall report to **ENGINEER** whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations and shall be responsible for replacement or relocation of such reference points by professionally qualified personnel.

ARTICLE 5 – BONDS AND INSURANCE

5.1 Performance, Payment and Other Bonds:

A. **CONTRACTOR** shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all **CONTRACTOR**'S obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date of final payment, except as otherwise provided by law. **CONTRACTOR** shall also furnish such other Bonds as are required by the Supplementary Conditions. All Bonds shall be in the forms prescribed by the Bidding Documents or Supplementary Conditions and be executed by such sureties as:

1. Are licensed to conduct business in the state where the Project is located, and

2. Are named in the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

B. If the surety of any Bond furnished by **CONTRACTOR** is declared a bankrupt or becomes insolvent or its right to do business is terminating any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.1.A, **CONTRACTOR** shall within five days thereafter substitute another Bond and surety, both of which shall be acceptable to **OWNER**.

5.2 Contractor's Liability Insurance:

A. **CONTRACTOR** shall purchase and maintain such comprehensive general liability and other insurance as will provide protection from claims set forth below which may arise out of or result from **CONTRACTOR**'S performance of the Work and **CONTRACTOR**'S other obligations under the Contract Documents, whether such performance of the Work is by **CONTRACTOR**, by any Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. Claims under workers' or workmen's compensation, disability benefits and other similar employee benefit acts:
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of **CONTRACTOR**'S employees:
3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than **CONTRACTOR**'S employees:
4. Claims for damages insured by personal injury liability coverage which are sustained (a) by any person as a result of an offense directly or indirectly related to the employment of such person by **CONTRACTOR**, or (b) by any other person for any other reason.
5. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefor.
6. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
7. Claims for damages because of bodily injury or death of any person arising out of operation of law.

B. The insurance required by Paragraph 5.2.A shall include the specific coverages and be written for not less than the limits of liability and coverages provided in the Supplementary Conditions, or required by law, whichever is greater. All such insurance shall remain in effect until final payment and at all times thereafter when **CONTRACTOR** may be correcting, removing or replacing defective Work in accordance with Paragraph

13.9. The comprehensive general liability insurance shall include completed operations insurance and shall include **OWNER** and **ENGINEER** and their agents and employees as additional insureds. **CONTRACTOR** shall maintain such completed operations insurance for at least two years after final payment and shall furnish **OWNER** with evidence of continuation of such insurance at final payment and one year thereafter.

5.3 Contractual Liability Insurance: The comprehensive general liability insurance required by Paragraph 5.2.A shall include contractual liability insurance applicable to **CONTRACTOR**'S obligations under Paragraph 6.15.

5.4 Owner's Liability Insurance: **OWNER** shall be responsible for purchasing and maintaining **OWNER**'S own liability insurance and, at **OWNER**'S option, may purchase and maintain such insurance as will protect **OWNER** against claims that may arise from operations under the Contract Documents.

5.5 Property Insurance:

A. Unless otherwise provided in the Supplementary Conditions, **CONTRACTOR** shall purchase and maintain property insurance upon the Work at the site to the full insurable value thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or as required by law). This insurance shall include the interests of the **ENGINEER**, **CONTRACTOR**, and Subcontractors in the Work, shall insure against the perils of fire and extended coverage shall include tail risks insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and such other perils as may be specified in the Supplementary Conditions shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including fees and charges of engineers, architects, attorneys and other professionals) shall provide that all insure proceeds are to be paid to **OWNER** "as Trustee". If not covered under the "all risk" insurance or otherwise provided in the Supplementary Conditions, **CONTRACTOR** shall purchase and maintain similar property insurance on portions of the Work stored on or off the site or in transit when such portions of the Work are to be included in an Application for Payment.

B. **OWNER** shall purchase and maintain such boiler and machinery insurance as may be required by the Supplementary Conditions or by law. This insurance shall include the interest of **OWNER**, **CONTRACTOR** and Subcontractors in the Work. **OWNER** shall file a copy of all policies required by this Paragraph with **CONTRACTOR** before an exposure to loss may occur.

C. The policies of insurance required under this Paragraph 5.5 shall provide that neither the **OWNER** nor the **CONTRACTOR**, nor their insurers, shall have any right of subrogation against any of the other parties enumerated in Paragraph 5.6. It is the intention of the **OWNER** and **CONTRACTOR** that the policies shall protect all of the enumerated parties and be primary coverage for any and all losses covered by the insurance described in Paragraphs 5.5.A and 5.5.B.

5.6 Waiver of Rights: **OWNER** and **CONTRACTOR** waive all rights against each other and the Subcontractors and their agents and employees and against **ENGINEER** and separate contractors (if any) and their subcontractors', agent and employees, for damages caused by fire or other perils to the extent covered by insurance provided under Paragraph 5.5., or any other property insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance held by **OWNER** as trustee. **OWNER** or **CONTRACTOR**, as appropriate, shall require similar waivers in writing by Engineer and from each separate contractor and each Subcontractor, each such waiver will be in favor of all other parties enumerated in this Paragraph 5.6.

5.7 Receipt and Application of Proceeds:

A. Any insured loss under the policies of insurance required by Paragraph 5.5 shall be adjusted with **OWNER** and made payable to **OWNER** as trustee for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.7.B. **OWNER** shall deposit in a separate account any money so received, and he shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof and the Work and the cost thereof covered by an appropriate Change Order.

B. **OWNER** as trustee shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within fifteen days after each occurrence of loss to **OWNER**'S exercise of this power. If such objection be made, **OWNER** as trustee shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If required in writing by any party in interest, **OWNER** as trustee shall upon the occurrence of an insured loss, give bond for the proper performance of his duties.

5.8 Partial Utilization – Property Insurance: If **OWNER** finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all of the Work, such use or occupancy may be accomplished in accordance with Paragraph 14.6; provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy of policies, but the property insurance shall not be canceled or lapse on account of any such partial use or occupancy.

5.9 Certificates of Insurance: All certificates of the insurance required to be purchased by **CONTRACTOR** pursuant to Article 5 shall be filed in accordance with Paragraph 2.1.B. Certificates shall be acceptable to **OWNER** and shall contain a provision that coverages afforded under the policies will not be canceled, materially changed or renewal refused until at least ten days' prior written notice has been given to **OWNER** and **ENGINEER** by certified mail.

5.10 Additional Bonds and Insurance: **OWNER** may require **CONTRACTOR** to furnish such other Bonds and such additional insurance, in such form and with such sureties or insurers as **OWNER** may specify. If such other Bonds or such other insurance are specified in the Contract Documents, the premiums shall be paid by **CONTRACTOR**. If subsequent thereto, they shall be paid by **OWNER** except as otherwise provided in Paragraph 6.3.A and Paragraph 13.8.B.

ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

6.1 Supervision and Superintendence:

A. **CONTRACTOR** will supervise and direct 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, but he shall not be solely responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence or procedure of construction which is indicated in and required by the Contract Documents. **CONTRACTOR** shall be responsible to see that the finished Work complies accurately with the Contract Documents.

B. **CONTRACTOR** shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to **OWNER** and **ENGINEER** except under extraordinary circumstances. The superintendent will be **CONTRACTOR**'S representative at the site and shall have authority to act on behalf of

CONTRACTOR. All communications given to the superintendent shall be as binding as if given to **CONTRACTOR**.

6.2 Labor, Materials and Equipment:

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. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Supplementary Conditions, all Work at the site shall be performed during regular working hours, and **CONTRACTOR** will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without **OWNER**'S written consent given after prior written notice to **ENGINEER**.

B. **CONTRACTOR** shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the Work. Except as otherwise specified in the General Requirements, **CONTRACTOR** shall furnish all fuel, power, light, heat, telephone, water and sanitary facilities necessary for the execution, testing, initial operation and completion of the Work.

C. All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by **ENGINEER**, **CONTRACTOR** shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment.

D. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, supplier or distributor, except as otherwise provided in the Contract Documents but no provision of any such instructions will be effective to impose on **ENGINEER** responsibility for the means, methods, techniques, sequences or procedures of construction or for safety precautions incident thereto.

6.3 Substitutions: Whenever materials or equipment are specified or described in the Drawings or Specifications by using the name of a proprietary item or the name of a particular manufacturer, fabricator, supplier or distributor, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other manufacturers, fabricators, suppliers or distributors may be accepted by **ENGINEER** if sufficient information is submitted by **CONTRACTOR** to allow **ENGINEER** to determine that the material or equipment proposed is equivalent to that named. The procedure for review by **ENGINEER** will be set forth in Paragraph 6.3.A and 6.3.B below and as supplemented in the General Requirements.

A. Requests for review of substitute items of material and equipment will not be accepted by **ENGINEER** from anyone other than **CONTRACTOR**. If **CONTRACTOR** wishes to furnish or use a substitute item of material or equipment, **CONTRACTOR** shall make written application to **ENGINEER** for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will state that the evaluation and acceptance of the proposed substitute will not prejudice **CONTRACTOR**'S timely achievement of Substantial change in the Drawings or Specifications to adapt the design to the substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified shall be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain a statement that **CONTRACTOR** agrees to pay all costs that will result directly or indirectly from

acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change. **ENGINEER** may require **CONTRACTOR** to furnish at **CONTRACTOR**'S expense additional data about the proposed substitute. **ENGINEER** will be allowed a reasonable time within which to evaluate the proposed substitute. **ENGINEER** will be sole judge of acceptability and no substitute will be ordered or installed without **ENGINEER**'S prior written acceptance. **OWNER** may require **CONTRACTOR** to furnish at **CONTRACTOR**'S expense a special performance guarantee or other surety with respect to any substitute.

B. **ENGINEER** will record time required by **ENGINEER** and **ENGINEER**'S consultants in evaluating substitutions proposed by **CONTRACTOR** and in making changes in the Drawings or Specifications occasioned thereby, whether or not **ENGINEER** accepts a proposed substitute, **CONTRACTOR** shall reimburse **OWNER** for the charges of **ENGINEER** and **ENGINEER**'S consultants for evaluating any proposed substitute that does not meet the requirements of the Drawings and Specifications.

6.4 Concerning Subcontractors:

A. **CONTRACTOR** shall not employ any Subcontractor or other person or organization (including those who are to furnish the principal items of materials or equipment), whether initially or as a substitute, against whom **OWNER** or **ENGINEER** may have reasonable objection. A Subcontractor or other person or organization identified in writing to **OWNER** and **ENGINEER** by **CONTRACTOR** prior to the Notice of Award and not objected to in writing by **OWNER** and **ENGINEER** prior to the Notice of Award will be deemed acceptable to **OWNER** and **ENGINEER**. If **OWNER** or **ENGINEER** after due investigation has reasonable objection to any Subcontractor, other person or organization proposed by **CONTRACTOR** after the Notice of Award, **CONTRACTOR** shall submit an acceptable substitute and the Contract Price shall be increased or decreased by the difference in cost occasioned by such substitution, and an appropriate Change Order shall be issued. **CONTRACTOR** shall not be required to employ any Subcontractor, other person or organization against whom **CONTRACTOR** has reasonable objection. Acceptance of any Subcontractor, other person or organization by **OWNER** or **ENGINEER** shall not constitute a waiver of any right of **OWNER** or **ENGINEER** to reject defective work.

B. **CONTRACTOR** shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that **CONTRACTOR** is responsible for the acts and omissions of persons directly employed by **CONTRACTOR**. Nothing in the Contract Documents shall create any contractual relationship between **OWNER** or **ENGINEER** and any Subcontractor or other person or organization having a direct contract with **CONTRACTOR**, nor shall it create any obligation on the part of **OWNER** or **ENGINEER** to pay or to see to the payment of any moneys due any Subcontractor or other person or organization, except as may otherwise be required by law. **OWNER** or **ENGINEER** may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to **CONTRACTOR** on account of specific work done.

C. The Divisions and Sections of the Specifications and the identifications of any Drawings shall not control **CONTRACTOR** in dividing the Work among Subcontractors or delineating the Work to be performed by any specific trade.

D. All Work performed for **CONTRACTOR** by a Subcontractor will be pursuant to an appropriate agreement between **CONTRACTOR** and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of **OWNER** and the **ENGINEER** and contains waiver provisions as required by Paragraph 5.6. **CONTRACTOR** shall pay each Subcontractor a just share of any insurance moneys received by **CONTRACTOR** on account of losses under policies issued pursuant to Paragraph 5.5.

6.5 Patent Fees and Royalties: **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. **CONTRACTOR** shall indemnify and hold harmless **OWNER** and **ENGINEER** and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorneys' fees) arising out of 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, and shall defend all such claims in connection with any alleged infringement of such rights.

6.6 Permits: Unless otherwise indicated in the Supplementary Conditions, **CONTRACTOR** shall obtain and pay for all construction permits and licenses. **OWNER** shall assist **CONTRACTOR,** when necessary, in obtaining such permits and licenses. **CONTRACTOR** shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening of Bid. **CONTRACTOR** shall also pay all charges of utility service companies for connections to the Work, and **OWNER** shall pay all charges of such companies for capital cost related thereto.

6.7 Laws and Regulations: **CONTRACTOR** shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If **CONTRACTOR** observes that the Specifications or Drawings are at variance therewith, **CONTRACTOR** shall give **ENGINEER** prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If **CONTRACTOR** performs any Work knowing or having reason to know that it is contrary to such laws, ordinances, rules and regulations, and without such notice to **ENGINEER**, **CONTRACTOR** shall bear all costs arising therefrom; however, it shall not be **CONTRACTOR**'S primary responsibility to make certain that the Specifications and Drawings are in accordance with such laws, ordinances, rules and regulations.

6.8 Taxes: Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by him in accordance with the law of the place of the Project.

6.9 Use of Premises:

A. Contractor shall confine construction equipment, the storage of materials and equipment and the operations of workmen to areas permitted by law, ordinances, permits, or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment.

B. During progress of the Work, **CONTRACTOR** shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, Contractor shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by Owner. Contractor shall restore to their original condition those portions of the site not designated for alternation by the Contract Documents.

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

6.10 Record Documents: Contractor shall keep one record copy of all Specifications, Drawings, Addenda, Modifications, Shop Drawings, and Samples at the site in good order, and annotated to show all changes made during the construction process. These shall be available to Engineer for examination and shall be delivered to Engineer for Owner upon completion of the Work.

6.11 Safety and Protection:

A. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. All employees on the work site and other persons who may be affected thereby;
2. All the work and all materials or equipment to be incorporated therein, whether in storage on or off the site; and
3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities not designated for removal, relocation or replacement in the course of construction, and livestock.

B. Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders or any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. **CONTRACTOR** shall notify owners of adjacent property and utilities when prosecution of the Work may affect them. **CONTRACTOR** shall cooperate with the utility owner in the protection, removal, relocation, or replacement of such utility property. All damage, injury or loss to any property referred to in Paragraph 6.11.A.2 or 6.11.A.3 caused, directly or indirectly, in whole or in part, by **CONTRACTOR**, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by **CONTRACTOR** (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of **OWNER** or **ENGINEER** or anyone employed by the either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of **CONTRACTOR**). **CONTRACTOR**'S duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and **ENGINEER** has issued a notice to **OWNER** and **CONTRACTOR** in accordance with Paragraph 14.9 that the Work is acceptable.

C. **CONTRACTOR** shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be **CONTRACTOR**'S superintendent unless otherwise designated in writing by **CONTRACTOR** to **OWNER**.

6.12 Emergencies: In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, **CONTRACTOR**, without Special instruction or authorization from **ENGINEER** or **OWNER**, is obligated to act to prevent threatened damage, injury or loss. **CONTRACTOR** shall give **ENGINEER** prompt written notice to any significant changes in the Work or deviations from the Contract Documents caused thereby.

6.13 Shop Drawings and Samples:

A. After checking and verifying all field measurements, **CONTRACTOR** shall Submit to **ENGINEER** for review and approval, in accordance with the accepted schedule of Shop Drawing submissions and the procedures specified in the General Requirements, copies of all Shop Drawings, which shall have been checked by and stamped with the approval of **CONTRACTOR** and identified as **ENGINEER** may require. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and the like to enable **ENGINEER** to review the information as required.

B. **CONTRACTOR** shall also submit to **ENGINEER** for review and approval with such promptness as to cause no delay in Work, all Samples required by the Contract Documents. All Samples will have been checked by and stamped with the approval of **CONTRACTOR**, identified clearly as to material, manufacturer, and pertinent catalog numbers and the use for which intended.

C. At the time of each submission, **CONTRACTOR** shall in writing call **ENGINEER**'S attention to all deviations that the Shop Drawings or Samples may have from the requirements of the Contract Documents.

D. **ENGINEER** will review and approve with reasonable promptness Shop Drawings and Samples, but **ENGINEER**'S review and approval shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. **CONTRACTOR** shall make any corrections required by **ENGINEER** and shall return the required number of corrected copies of Shop Drawings and resubmit 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. **CONTRACTOR**'S stamp of approval on any Shop Drawing or Sample shall constitute a representation to **OWNER** and **ENGINEER** that **CONTRACTAOR** has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data or assumes full responsibility for doing so and that **CONTRACTOR** has reviewed or coordinated each Shop Drawing or Sample with the requirements of the Work and the Contract Documents.

E. Where a Shop Drawing or Sample is required by the Specifications, no related Work shall be commenced until the submittal has been reviewed and approved by **ENGINEER**.

F. **ENGINEER**'S review and approval of Shop Drawings or Samples shall not relieve **CONTRACTOR** from responsibility for any deviations from the Contract Documents unless **CONTRACTOR** has in writing called **ENGINEER**'S attention to such deviation at the time of submission and **ENGINEER** has given written concurrence and approval to the specific deviation, nor shall any concurrence and approval by **ENGINEER** relieve **CONTRACTOR** from responsibility for errors or omissions in the Shop Drawings or Samples.

6.14 Continuing The Work: **CONTRACTOR** shall carry on the Work and maintain the progress schedule during the disputes or disagreements with **OWNER**. No work shall be delayed or postponed pending resolution of any disputes or disagreements, except as **CONTRACTOR** and **OWNER** may otherwise agree in writing.

6.15 Indemnification:

A. To the fullest extent permitted by law, **CONTRACTOR** shall indemnify and hold harmless **OWNER** and **ENGINEER** and their agents, employees and consultants from and against all claims, damages, losses and expenses including, but not limited to attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) 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 and (2) is caused in whole or part by either

(a) any negligent act or omission of **CONTRACTOR**, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable regardless of whether or not it is caused in part by a party indemnified hereunder, or

(b) arises out of operation of law as a consequence of any act or omission of **CONTRACTOR**, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether any of them has been negligent.

B. In any and all claims against **OWNER** or **ENGINEER** or any of their agents, employees or consultants by any employee of **CONTRACTOR**, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.15.A shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by for **CONTRACTOR** or any Subcontractor under workers' or workmen's compensation acts, disability acts or other employee benefit acts.

C. The obligations of **CONTRACTOR** under Paragraph 6.15.A shall not extend to the liability of **ENGINEER**, his agents, employees or consultants arising out of the **ENGINEER**'S preparation or approval of maps, Drawings, opinions, reports, surveys, Change Orders, designs or Specifications.

D. This indemnification 6.15 shall survive the Agreement for at least two years after final payment.

ARTICLE 7 – WORK BY OTHERS

7.1 **OWNER** may perform additional work related to the Project by himself, or have additional work performed by utility service companies, or let other direct contracts therefor which shall contain General Conditions similar to these. **CONTRACTOR** shall afford the utility service companies and the other contractors who are parties to such direct contracts (or **OWNER**, if **OWNER** is performing the additional work with **OWNER**'S employees) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate his Work with theirs.

7.2 If any part of **CONTRACTOR**'S Work depends for proper execution or results upon the work of any such other contractor or utility service company (or **OWNER**), **CONTRACTOR** shall inspect and promptly report to **ENGINEER** in writing any patent or apparent defects or deficiencies in such work that render it unsuitable for such proper execution and results. **CONTRACTOR**'S failure to so report shall constitute an acceptance of the other work as fit and proper for integration with **CONTRATOR**'S Work except for latent defects and deficiencies in the other work.

7.3 **CONTRACTOR** shall do all cutting, fitting and patching of his Work that may be required to make its several parts come together properly and integrate with such other work. **CONTRACTOR** shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of **ENGINEER** and the others whose work will be affected.

7.4 If the performance of additional work by other contractors or utility service companies or **OWNER** was not noted in the Contract Documents, written notice thereof shall be given to **CONTRACTOR** prior to starting any such additional work. If **CONTRACTOR** believes that the performance of such additional work by **OWNER** or others involves additional expense or requires an extension of the Contract Time, **CONTRACTOR** may make a claim therefor as provided in Articles 11 and 12 provided that the **CONTRACTOR** will make no claim which is barred by the provisions of Paragraph 12.3.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.1 **OWNER** shall issue all communications to **CONTRACTOR** through **ENGINEER**.

8.2 In case of termination of the employment of **ENGINEER**, **OWNER** shall appoint an engineer whose status under the Contract Documents shall be that of the former **ENGINEER**.

8.3 **OWNER** shall furnish the data required of **OWNER** under the Contract Documents promptly and shall make payments to **CONTRACTOR** promptly after they are due as provided in Paragraphs 14.4.A and 14.9.A.

8.4 **OWNER**'S duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.1 and 4.4. Paragraph 4.2 refers to **OWNER**'S identifying and making available to **CONTRACTOR** copies of reports of investigations and tests of subsurface and latent physical conditions at the site or those reports that otherwise may affect performance of the Work which have been utilized by **ENGINEER** in preparing the Drawings and Specifications.

8.5 **OWNER**'S responsibilities in respect of purchasing and maintaining insurance are set forth in Article 5.

8.6 In connection with **OWNER**'S rights to request changes in the Work in accordance with Article 10, **OWNER** (especially in certain instances as provided in Paragraph 10.14) is obligated to execute Change Orders.

8.7 **OWNER**'S responsibility in respect of certain inspections, test and approvals is set forth in Paragraph 13.3.

8.8 In connection with **OWNER**'S right to stop Work or suspend Work, see Paragraphs 13.5 and 15.1. Paragraph 15.2.A deals with **OWNER**'S right to terminate services of **CONTRACTOR** under some circumstances.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.1 Owner's Representative: **ENGINEER** will be **OWNER**'S representative during the construction period. The duties and responsibilities and the limitations of authority of **ENGINEER** as **OWNER**'S representative during construction are set forth in the Contract Documents and shall not be extended without written consent of **OWNER** and **ENGINEER**.

9.2 Visits to Site: **ENGINEER** will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. **ENGINEER** shall make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, it the Work is proceeding in accordance with the Contract Documents. On the basis of such visits and on-site observations, **ENGINEER** will inform **OWNER** of the progress of the Work and will endeavor to guard **OWNER** against defects and deficiencies in the Work.

9.3 Clarifications and Interpretations: **ENGINEER** will issue with reasonable promptness such written clarifications or interpretations of the Contract Documents (in the form of Drawings or otherwise) as **ENGINEER** may determine necessary, which shall be consistent with or reasonably inferable from the overall Intent of the Contract Documents. If **CONTRACTOR** believes that a written clarification or interpretation justifies an increase in the Contract Price of Contract Time, **CONTRACTOR** may make a claim therefor as provided in articles 11 and 12.

9.4 Rejecting Defective Work: **ENGINEER** will have authority to disapprove or reject Work which **ENGINEER** believes to be defective, and will also have authority to require special inspection or testing of the Work as provided in Article 13, whether or not the Work is fabricated, installed or completed.

9.5 Project Representation: If **OWNER** and **ENGINEER** agree, **ENGINEER** will designate a Resident Project Representative to assist **ENGINEER** in observing the performance of the Work. The duties, responsibilities and limitations of authority of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions. If **OWNER** designates another agent to represent him at the site who is not **ENGINEER**'s agent or employee, the duties, responsibilities and limitations of authority of such other person will be as set forth in the Supplementary Conditions.

9.6 Decisions on Disagreements:

A. **ENGINEER** will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder: Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work shall be referred initially to **ENGINEER** in writing with a request for a formal decision in accordance with this Paragraph, which **ENGINEER** will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter shall be delivered by the claimant to **ENGINEER** and the other party to the Agreement within fifteen days of the occurrence of the event giving rise thereto and written supporting data will be submitted to **ENGINEER** and the other party within forty-five days of such occurrence unless **ENGINEER** allows an additional period of time to ascertain more accurate data. In this capacity as interpreter and judge, **ENGINEER** will not show partiality to **OWNER** or **CONTRACTOR** and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

B. The rendering of a decision by **ENGINEER** pursuant to Paragraph 9.6.A with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as provided in Paragraph 14.9) will be a condition precedent to any exercise by **OWNER** or **CONTRACTOR** of such rights or remedies as either may otherwise have under the Contract Documents or at law in respect of any such claim, dispute or other mater.

9.7 Limitations on Engineer's Responsibilities:

A. Neither **ENGINEER**'s authority to act under this Article 9 or elsewhere in the Contract Documents nor any decision made by **ENGINEER** in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of **ENGINEER** to **CONTRACTOR**, any Subcontractor, any manufacturer, fabricator, supplier or distributor or any of their agents or employees or any other person performing any of the Work.

B. Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed", "as approved" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper", or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review or judgement of **ENGINEER** as to the Work, it is intended, that such requirement, direction, review or judgement will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective never indicates that **ENGINEER** shall have authority to supervise or direct performance of the Work or authority to undertake responsibility contrary to the provisions of Paragraph 9.7.C and 9.7.D.

C. **ENGINEER** will not be responsible for **CONTRACTOR**'s means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and **ENGINEER** will not be responsible for **CONTRACTOR**'s failure to perform the Work in accordance with the Contract Documents.

D. **ENGINEER** will not be responsible for the acts or omissions of **CONTRACTOR** or of any Subcontractors, or of the agents or employees of any **CONTRACTOR** or Subcontractor, or of any other person at the site or otherwise performing any of the Work.

ARTICLE 10 – CHANGES IN THE WORK

10.1 Without invalidating the Agreement, **OWNER** may, at any time or from time to time, order additions, deletions or revisions in the work; these will be authorized by written Change Orders only; duly signed in advance by the parties and set forth in the public minutes of the **OWNER**. Upon receipt of a Change Order, **CONTRACTOR** shall proceed with the Work involved. All such work shall be executed under the applicable conditions of the Contract Documents. If any Change

Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 11 or Article 12 on the basis on a claim made by either party.

10.2 **ENGINEER** may authorize minor changes in the Work not involving an adjustment in the Contract Price or the Contract Time which are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order and shall be binding on **OWNER**, and also on **CONTRACTOR** who shall perform the change promptly. If **CONTRACTOR** believes that a Field Order Justifies an increase in the Contract Price or Contract Time, **CONTRACTOR** may make a claim therefor as provided in Article 11 or Article 12.

10.3 Additional Work performed without authorization of a Change Order will not entitle **CONTRACTOR** to an increase in the Contract Price or an extension of the Contract Time, except as in the case of an emergency as provided in Paragraph 6.12.

10.4 **OWNER** shall execute appropriate written Change Order prepared by **ENGINEER** covering changes in the Work which are required by **OWNER**, or required because of unforeseen physical conditions or emergencies, or because of uncovering work found not to be defective, or as provided in Paragraphs 11.6 and 15.1.

10.5 If notice of any changes affecting the general scope of the Work or change in the Contract Price is required by the provisions of any Bond to be given to the surety, it will be **CONTRACTOR**'S responsibility to so notify the Surety, and the amount of each applicable Bond shall be adjusted accordingly. **CONTRACTOR** shall furnish proof of such adjustment to **OWNER**.

ARTICLE 11 – CHANGE OF CONTRACT PRICE

11.1 The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to **CONTRACTOR** for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by **CONTRACTOR** shall be at his expense without change in the Contract Price.

11.2 The Contract Price may only be changed by a written Change Order duly signed in advance by the parties and set forth in the public minutes of the **OWNER**. Any claim for an increase in the Contract Price shall be based on written notice delivered to **OWNER** and **ENGINEER** within fifteen days of the occurrence of the event giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within forty-five days of such occurrence unless **ENGINEER** allows an additional period of time to ascertain accurate cost data. All claims for adjustment in the Contract Price shall be determined by **ENGINEER** if **OWNER** and **CONTRACTOR** cannot otherwise agree on the amount involved. Any change in the Contract Price resulting from any such claim shall be incorporated in a written Change Order.

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

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

B. By mutual acceptance of a lump sum.

C. On the basis of the Cost of the Work (determined as provided in Paragraph 11.4) plus a Contractor's Fee for overhead and profit (determined as provided in Paragraph 11.5).

D. Whenever the cost of any Work is to be determined pursuant to Paragraphs 11.4.A and 11.4.B, **CONTRACTOR** will submit in form acceptable to **ENGINEER**, an itemized cost breakdown together with supporting data.

11.4 Cost of the Work

A. The term Cost of the Work means the sum of all costs necessarily incurred and paid by **CONTRACTOR** in the proper performance of the Work. Except as otherwise may be agreed to in writing in advance by **OWNER**, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in Paragraph 11.4.B.

1. Payroll costs for employees in the direct employ of **CONTRACTOR** in the performance of the Work under schedules of job classifications agreed upon by **OWNER** and **CONTRACTOR**. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs 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' or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing Work after regular working hours, on 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 manufacturers' 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 all 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 the Subcontractors for work performed by Subcontractors. If required by **OWNER**, **CONTRACTOR** shall obtain competitive bids from Subcontractors acceptable to **CONTRACTOR** and shall deliver such bids to **OWNER** who will then determine, with the advice of **ENGINEER**, which bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a Fee, the Subcontractor's Cost of the Work shall be determined in the same manner as **CONTRACTOR**'S Cost of the Work. All subcontractors shall be subject to the other provisions of the Contract Documents in so far as applicable.

4. Supplemental cost including the following:
   a. Rentals of 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, installation, dismantling and removal thereof--all in accordance with 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.
   b. Cost of premiums for additional Bonds and insurance required because of changes in the Work.

B. The Term Cost of the Work shall not include any of the following:
1. Payroll costs and other compensation of **CONTRACTOR**'s officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by **CONTRACTOR** whether at the site or in his principal or a branch office for general administration of the work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.4.A.1 C

all of which are to be considered administrative costs covered by the **CONTRACTOR**'s Fee.

2. Expenses of **CONTRACTOR**'S principal and branch offices other than **CONTRACTOR**'S office at the site.
3. Any part of **CONTRACTOR**'S capital expenses, including interest on **CONTRACTOR**'S capital employed for the Work and charges against **CONTRACTOR** for delinquent payments.
4. Cost of premiums for all Bonds and for all insurance whether or not **CONTRACTOR** is required by the Contract Documents to purchase and maintain the same (except for additional Bonds and insurance required because of changes in the Work).
5. Costs due to the negligence of **CONTRACTOR**, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.
6. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 11.4.A.

11.5 Contractor's Fee:

A. The Contractor's Fee allowed to **CONTRACTOR** for overhead and profit shall be determined as follows:
   1. A mutually acceptable fixed fee; or if none can be agreed upon,
   2. A fee based on the following percentages of the various portions of the Cost of the Work:
      a. For costs incurred under Paragraphs 11.4.A.1 and 11.4.A.2, the Contractor's Fee shall not exceed a total of twenty percent for overhead and profit.
      b. For costs incurred under Paragraph 11.4.A.3, the Contractor's Fee shall not exceed a total of five percent; and if a subcontract is on the basis of Cost of the Work Plus a Fee, the maximum allowable to the Subcontractor as a fee for overhead and profit shall not exceed a total of twenty percent.
      c. No fee shall be payable on the basis of costs itemized under Paragraphs 11.4.A.4, and 11.4.B.

B. The amount of credit to be allowed by **CONTRACTOR** to **OWNER** for any such change which results in a net decrease in cost, will be the net decrease in Cost of the Work plus ten percent of the net decrease in the Cost of the Work. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any.

11.6 Cash Allowances: 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 done by such Subcontractors, manufacturers, fabricators, suppliers or distributors and for such sums within the limit of the allowances as may be acceptable to **ENGINEER**. Upon final payment, the Contract Price shall be adjusted as required and an appropriate Change Order issued. **CONTRACTOR** agrees that the original Contract Price includes such sums as **CONTRACTOR** deems proper for costs and profit on account of cash allowances. No demand for additional cost or profit in connection therewith will be allowed.

ARTICLE 12 – CHANGE OF THE CONTRACT TIME

12.1 The Contract Time may only be changed by a written Change Order approved in advance by the parties and set forth in **OWNER**'s public minutes. Any claim for an extension in the Contract Time shall be based on written notice delivered to **OWNER** and **ENGINEER** within fifteen days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence unless **ENGINEER** allows an

additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined by **OWNER** if **ENGINEER** and **CONTRACTOR** cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a written Change Order as set forth above.

12.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of **CONTRACTOR** if a claim is made therefor as provided in Paragraph 12.1. Such delays shall include, but not be limited to, acts or neglect by **OWNER** or others performing additional work as contemplated by Article 7, or to fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God. No extension of the Contract Time will be granted where the delay is attributable to a Subcontractor, manufacturer, fabricator, supplier or distributor or any other party performing services or furnishing material or equipment on behalf of the **CONTRACTOR** unless such party's delay is attributable to one of the above enumerated causes.

12.3 The time limits concerning Substantial Completion and final completion as stated in the Contract Documents are of the essence. The provisions of this Article 12 shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party, provided, however that **CONTRACTOR** shall not be entitled to damages for any delay occurring as a consequence of a delay in additional work being performed by others pursuant to Paragraph 7.1 hereof if the performance of said additional work was noted in the Contract Documents and the delay (by others) was not directly caused by the fault of **OWNER**.

ARTICLE 13 – WARRANTY AND GUARANTEE; TESTS AND INSPECTION; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.1 Warranty and Guarantee: **CONTRACTOR** warrants and guarantees to **OWNER** and **ENGINEER** that all work will be in strict accordance with the Contract Documents and will not be defective. Prompt notice after discovery of all defects shall be given to **CONTRACTOR**. All defective Work, whether or not in place, may be rejected or corrected as provided in this Article 13.

13.2 Access to Work: **ENGINEER** and **ENGINEER**'s representatives, other representatives of **OWNER**, testing agencies and governmental agencies with Jurisdictional Interests will have access to the Work at reasonable times for their observation, inspection and testing. **CONTRACTOR** shall provide proper and safe conditions for such access.

13.3 Tests and Inspections:

A. **CONTRACTOR** shall give **ENGINEER** timely notice of readiness of the Work for all required inspections, tests or approvals.

B. If any law, ordinance, rule, regulation, code, or orders of any public body having jurisdiction requires any Work (or part thereof) to specifically be inspected, tested or approved, **CONTRACTOR** (unless another party is specified in the General Requirements) shall assume full responsibility therefor, pay all costs in connection therewith and furnish **ENGINEER** the required certificates of inspection, testing or approval. **CONTRACTOR** shall also be responsible for and shall pay all costs in connection with any inspection or testing required by the Specifications in connection with **OWNER**'s or **ENGINEER**'s acceptance of a manufacturer, fabricator, supplier or distributor of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to **CONTRACTOR**'S purchase thereof for incorporation in the Work. The cost of all other inspections, tests and approvals required by the Contract Documents shall be paid by **OWNER** (unless otherwise specified).

C. All inspections, tests or approvals other than those required by law ordinance, rule, regulation, code or order of any public body having Jurisdiction shall be performed by organizations acceptable to **OWNER** (or by **ENGINEER** if so specified).

D. If any Work that is to be inspected, tested or approved is covered without written concurrence of **ENGINEER**, it must, if requested by **ENGINEER**, be uncovered for observation. Such uncovering shall be at **CONTRACTOR**'s expense unless **CONTRACTOR** has given **ENGINEER** timely notice of **CONTRACTOR**'s intention to cover such Work and **ENGINEER** has not acted with reasonable promptness in response to such notice.

E. Neither observations by **ENGINEER** nor inspections, tests or approvals by others shall relieve **CONTRACTOR** from his obligations to perform the Work in accordance with the Contract Documents.

13.4 Uncovering Work:

A. If any Work is covered contrary to the written request of **ENGINEER**, it must, if requested by **ENGINEER**, be uncovered for **ENGINEER**'s observation and replaced at **CONTRACTOR**'s expense.

B. If **ENGINEER** considers it necessary or advisable that covered Work be observed by **ENGINEER** or inspected or tested by others, **CONTRACTOR**, at **ENGINEER**'S request, shall uncover, expose or otherwise make available for observation, inspection or testing as **ENGINEER** may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, **CONTRACTOR** shall bear all expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order shall be issued. If, however, such Work is not found to be defective, **CONTRACTOR** shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing or reconstruction if he makes a claim therefor as provided in Articles 11 and 12.

13.5 Owner May Stop the Work: If the Work is defective, or **CONTRACTOR** fails to supply sufficient skilled Workmen or suitable materials or equipment, **OWNER** may order **CONTRACTOR** to stop the Work, or any portion thereof, until the cause for such order has been eliminated. However, this right of **OWNER** to stop the Work shall not give rise to any duty on the part of **OWNER** to exercise this right for the benefit of **CONTRACTOR** or any other party.

13.6 Correction or Removal of Defective Work: If required by **ENGINEER**, **CONTRACTOR** shall promptly, without cost to **OWNER** and as specified by **ENGINEER**, either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by **ENGINEER**, remove it from the site and replace it with nondefective Work.

13.7 One Year Correction Period: If, within one year after the date of Substantial Completion or such longer period of time as may be prescribed by law or 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, **CONTRACTOR** shall promptly, without cost to **OWNER** and in accordance with **OWNER**'s written instructions, either correct such defective Work, or, if it has been rejected by **OWNER**, remove it from the site and replace it with nondefective Work. If **CONTRACTOR** does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, **OWNER** may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by **CONTRACTOR**.

13.8 Acceptance of Defective Work:

A. If, instead of requiring correction or removal and replacement of defective Work, **OWNER** (and, prior to **ENGINEER**'s recommendation of final payment, also **ENGINEER**) prefers to accept it, **OWNER** may do so. In such case, if acceptance occurs prior to **ENGINEER**'s

recommendation of final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Prices or, if the acceptance occurs after such recommendation, an appropriate amount shall be paid by **CONTRACTOR** to **OWNER**.

B. **OWNER** may require **CONTRACTOR** to furnish, at **CONTRACTOR**'S expense, performance guarantees and additional Bonds prior to acceptance of defective Work.

13.9 Owner May Correct Defective Work: If **CONTRACTOR** fails within a reasonable time after written notice of **ENGINEER** to proceed to correct and to correct defective work or to remove and replace rejected Work as required by **ENGINEER** in accordance with Paragraph 13.6, or if **CONTRACTOR** fails to perform the work in accordance with the Contract Documents (including any requirements of the progress schedule), **OWNER** may, after seven days' written notice to **CONTRACTOR**, correct and remedy any such deficiency. In exercising his rights under this Paragraph, **OWNER** shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, **OWNER** may exclude **CONTRACTOR** from all or part of the site, take possession of all or part of the Work, and suspend **CONTRACTOR**'s services related thereto, take possession of **CONTRACTOR**'s tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which **OWNER** has paid **CONTRACTOR** but which are stored elsewhere. **CONTRACTOR** shall allow **OWNER**, **OWNER**'s representatives, agents and employees such access to the site as may be necessary to enable **OWNER** to exercise his rights under this Paragraph. All direct and indirect costs of **OWNER** in exercising such rights shall be charged against **CONTRACTOR** in an amount verified by **ENGINEER**, and a Change Order shall be issued incorporating the necessary revisions in the Contract Documents and a reduction in the Contract Price. Such direct and indirect costs shall include, in particular but without limitation, compensation for additional professional services required and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of **CONTRACTOR**'s defective Work. **CONTRACTOR** shall not be allowed an extension of the Contract Time because of any delay in his performance of the Work attributable to the exercise by **OWNER** of **OWNER**'s rights hereunder.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.1 Schedules: At least twenty days prior to submitting the first application for a progress payment, **CONTRACTOR** shall (except as otherwise specified in the General Requirements) submit to **ENGINEER** a progress schedule, final schedule of Shop Drawings submission and where applicable, a schedule of values of the Work. These schedules shall be satisfactory in form and substance to **ENGINEER**. The schedule of values shall include, quantities and unit prices aggregating the Contract Price, and shall subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Upon acceptance of the schedule of values by **ENGINEER**, it shall be incorporated into a form of Application for Payment acceptable to **ENGINEER**.

14.2 Application for Progress Payment: At least ten days before each application for a progress payment falls due (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 and also as **ENGINEER** may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by such data, satisfactory to **OWNER**, as will establish **OWNER**'s title to the material and equipment and protect **OWNER**'s interest therein, including applicable insurance. Each subsequent Application for Payment shall include an affidavit of **CONTRACTOR** stating that all previous progress payments received on account of the Work have been applied to discharge in full all of **CONTRACTOR**'s obligations reflected in prior Applications for Payment. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

14.3 Contractor's Warranty of Title: **CONTRACTOR** warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to **OWNER** at the time of payment free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens").

14.4 Review of Applications for Progress Payments:

A. **ENGINEER** will, within ten days after receipt of each Application for Payment, either indicate in writing his recommendation of payment and present the Application to **OWNER**, or return the Application to **CONTRACTOR** indicating in writing **ENGINEEER**'s reasons for refusing to recommend payment. In the latter case, **CONTRACTOR** may make the necessary corrections and resubmit the Application.

B. **ENGINEER**'s recommendation of any payment requested in an Application for Payment will constitute a representation by **ENGINEER** to **OWNER**, based on **ENGINEER**'s on-site observations of the Work in progress as an experienced and qualified design professional and on **ENGINEEER**'s review of the Application for Payment and the accompanying data and schedules that the Work has progressed to the point indicated that, to the best of **ENGINEER**'s knowledge, information and belief, the quality of the work is in accordance with the Contract Documents (subject to an evaluation of the work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in the recommendation) and that **CONTRACTOR** is entitled to payment of the amount recommended. However, by recommending any such payment **ENGINEER** will not thereby be deemed to have represented that exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work, or that the means, methods, techniques, sequences, and procedures of construction have been reviewed, or that any examination has been made to ascertain how or for what purpose **CONTRACTOR** has used the moneys paid or to be paid to **CONTRACTOR** on account of the Contract Price, or that title to any Work, materials or equipment has passed to **OWNER** free and clear of any Liens.

C. **ENGINEER**'s recommendation of final payment will constitute an additional representation by **ENGINEER** to **OWNER** that the conditions precedent to **CONTRACTOR**'s being entitled to final payment as set forth in Paragraph 14.9 have been fulfilled.

D. **ENGINEER** may refuse to recommend the whole or any part of any payment if, in **ENGINEER**'s opinion, it would be incorrect to make such representations to **OWNER**. **ENGINEER** may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify and such payment previously recommended, to such extent as may be necessary in **ENGINEER**'s opinion to protect **OWNER** from loss because:

1. The Work is defective, or completed Work has been damaged requiring correction or replacement,
2. Written claims have been made against **OWNER** or Liens have been filed in connection with the Work,
3. The Contract Price has been reduced because of Modifications,
4. **OWNER** has been required to correct defective Work or complete the Work in accordance with Paragraph 13.9,
5. Of **CONTRACTOR**'s unsatisfactory prosecution of the Work in accordance with the Contract Documents, or
6. Of **CONTRACTOR**'s failure to make payment to Subcontractors for labor, materials or equipment.

14.6 Partial Utilization: Use by **OWNER** of completed portions of the Work may be accomplished prior to Substantial Completion of all the Work subject to the following:

A. **OWNER** at any time may request **CONTRACTOR** in writing to permit **OWNER** to use any part of the Work which **OWNER** believes to be substantially complete and which may be used without significant interference with construction of the other parts of the Work. If **CONTRACTOR** agrees, **CONTRACTOR** will certify to **OWNER** and **ENGINEER** that said part of the Work is substantially complete and request **ENGINEER** to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time thereafter **OWNER**, **CONTRACTOR** and **ENGINEER** shall make an inspection of that part of the Work to be substantially complete, **ENGINEER** will notify **OWNER** and **CONTRACTOR** in writing giving his reason therefor. If **ENGINEER** considers that part of the Work to be substantially complete, **ENGINEER** will execute and deliver to **OWNER** and **CONTRACTOR** a certificate to that effect, fixing the date of Substantial Completion as to that part of the Work, attaching thereto a tentative list of items to be completed or corrected before final payment. Prior to issuing a certificate of Substantial Completion as to part of the Work, **ENGINEER** will deliver to **OWNER** and **CONTRACTOR** a written recommendation as to the division of responsibilities pending final payment between **OWNER** and **CONTRACTOR**, with respect to security, operation, safety, maintenance, utilities and insurance for that part of the Work which shall become binding upon **OWNER** and **CONTRACTOR** at the time of issuing the definitive certificate of Substantial Completion as to that part of the Work, unless **OWNER** and **CONTRACTOR** shall have otherwise agreed in writing and so informed **ENGINEER**. **OWNER** shall have the right to exclude **CONTRACTOR** from any part of the Work which **ENGINEER** has so certified to be substantially complete, but **OWNER** shall allow **CONTRACTOR** reasonable access to complete or correct items on the tentative list.

B. In lieu of the issuance of a Certificate of Substantial Completion as to part of the Work, **OWNER** may take over operation of a facility constituting part of the Work whether or not it is substantially complete if such facility is functionally and separately useable provided that prior to any such take over, **OWNER** and **CONTRACTOR** have agreed as to the division of responsibilities between **OWNER** and **CONTRACTOR** for security, operation, safety, maintenance, correction period, heat, utilities and insurance with respect to such facility.

C. No occupancy of part of the Work or taking over of operations of a facility will be accomplished prior to compliance with the requirements of Paragraph 5.8, in respect of property insurance.

14.7 Final Inspection: Upon written notice from **CONTRACTOR** that the Work is complete, **ENGINEER** will make a final inspection with **OWNER** and **CONTRACTOR** and will notify **CONTRACTOR** in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. **CONTRACTOR** shall immediately take such measures as are necessary to remedy such deficiencies.

14.8 Final Application for Payment: After **CONTRACTOR** has completed all such corrections to the satisfaction of **ENGINEER** and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked up record documents, and other documents all as required by the Contract Documents, and after **ENGINEER** has indicated that the Work is acceptable (subject to the provisions of Paragraph 14.10) **CONTRACTOR** may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents and such other data and schedules as **ENGINEER** may reasonably require, together with complete and legally effective releases or waivers (satisfactory to **OWNER**) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by **OWNER**, **CONTRACTOR** may furnish receipts or releases in full as an affidavit of **CONTRACTOR** that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which **OWNER** or his property might in any way be responsible, have been paid or otherwise satisfied and consent of the Surety, if any, to final payment. If any Subcontractor, manufacturer,

fabricator, supplier or distributor fails to furnish a release or receipt in full, **CONTRACTOR** may furnish a Bond or other collateral satisfactory to **OWNER** to indemnify **OWNER** against any Lien.

14.9 Final Payment and Acceptance:

A. 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, all as required by the Contract Documents, **ENGINEER** is satisfied that the Work has been completed and **CONTRACTOR** has fulfilled all of his obligations under the Contract Documents, **ENGINEER** will, within ten days after receipt of the final Application for Payment, indicate in writing his recommendation of payment and present the Application to **OWNER** for payment. Thereupon **ENGINEER** will give written notice to **OWNER** and **CONTRACTOR** that the Work is acceptable subject to the provisions of Paragraph 14.11. Otherwise, **ENGINEER** will return the Application 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. If the Application and accompanying documentation are appropriate as to form and substance, **OWNER** shall, within thirty days after receipt thereof, pay **CONTRACTOR** the amount recommended by **ENGINEER**.

B. If, through no fault of **CONTRACTOR**, final completion is materially delayed and if **ENGINEER** so confirms, **OWNER** shall, upon receipt of **CONTRACTOR**'s final Application for Payment and recommendations of **ENGINEER**, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by **OWNER** for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in Paragraph 5.1, the written consent of the Surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by **CONTRACTOR** to **ENGINEER** with his Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

14.10 Contractor's Continuing Obligation: **CONTRACTOR**'s obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by **ENGINEER**, nor the issuance of a certificate of Substantial Completion, nor any payment by **OWNER** to **CONTRACTOR** under the Contract Documents, nor any use or occupancy of the Work or any part thereof by **OWNER**, nor any act of acceptance by **OWNER** nor any failure to do so, nor the issuance of a notice of acceptability by **ENGINEER** pursuant to Paragraph 14.9, nor any correction of defective Work by **OWNER** shall constitute an acceptance of Work not in accordance with the Contract Documents or a release of **CONTRACTOR**'s obligation to perform the Work in accordance with the Contract Documents.

14.11 Waiver of Claims: The making and acceptance of final payment shall constitute:

A. A waiver of all claims by **OWNER** against **CONTRACTOR**, except claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.7 or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein: however it shall not constitute a waiver by the **OWNER** of any rights in respect of **CONTRACTOR**'s continuing obligations under the Contract Documents; and

B. A waiver of all claims by **CONTRACTOR** against **OWNER** other than those previously made in writing and still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.1 Owner May Suspend Work: **OWNER** may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to **CONTRACTOR** and **ENGINEER** which shall fix the date on which Work shall be resumed. **CONTRACTOR** shall resume the Work on the date so fixed. **CONTRACTOR** will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if he makes a claim therefor as provided in Articles 11 and 12.

15.2 Owner May Terminate:

A. Upon the occurrence of any one or more of the following events:

1. If **CONTRACTOR** is adjudged as bankrupt or insolvent,
2. If **CONTRACTOR** makes a general assignment for the benefit of creditors,
3. If a trustee or receiver is appointed for **CONTRACTOR** or for any of **CONTRACTOR**'S property,
4. If **CONTRACTOR** files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws,
5. If **CONTRACTOR** repeatedly fails to supply sufficient skilled Workmen or suitable materials or equipment,
6. If **CONTRACTOR** repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment,
7. If **CONTRACTOR** disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction,
8. If **CONTRACTOR** disregards the authority of **ENGINEER**, or
9. If **CONTRACTOR** otherwise violates in any substantial way any provisions of the Contract Documents,

OWNER may, after giving **CONTRACTOR** and his Surety seven days' written notice, terminate the services of **CONTRACTOR**, exclude **CONTRACTOR** from the site and take possession of the Work and of all **CONTRACTOR**'S tools, appliances, construction equipment and machinery at the site and use the same to full extent they could be used by **CONTRACTOR** (without liability to **CONTRACTOR** for trespass or conversion), 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 finish the Work as **OWNER** may deem expedient. In such case **CONTRACTOR** shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Work, including compensation for additional professional services, such excess shall be paid to **CONTRACTOR**. If such costs exceed such unpaid balance, **CONTRACTOR** shall pay the difference to **OWNER**. Such costs incurred by **OWNER** shall be verified by **ENGINEER** and incorporated in a Change Order, but in finishing the work **OWNER** shall not be required to obtain the lowest figure for the Work performed.

B. Where **CONTRACTOR**'s services have been so terminated by **OWNER**, the termination shall not affect any rights of **OWNER** against **CONTRACTOR** then existing or which may thereafter accrue. Any retention or payment of moneys due **CONTRACTOR** by **OWNER** will not release **CONTRACTOR** from liability.

C. Upon seven days' written notice to **CONTRACTOR** and **ENGINEER**, **OWNER** may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement. In such case, **CONTRACTOR** shall be paid for all Work executed and any expense sustained plus reasonable termination expenses.

15.3 Contractor May Stop Work or Terminate: If, through no act or fault of **CONTRACTOR**, the Work is suspended for a period of more than ninety days by **OWNER** or under an order of court or other public authority, or **ENGINEER** fails to acts on any Application for Payment within thirty days after it is submitted, or **OWNER** fails to pay **CONTRACTOR** any sum finally determined to be due, then **CONTRACTOR** may, upon seven days' written notice to **OWNER** and E**NGINEER**, terminate the Agreement and recover from **OWNER** payment for all Work executed and any expense sustained plus reasonable termination expenses. In addition and in lieu if terminating the Agreement, if **ENGINEER** has failed to act on an Application for Payment or **OWNER** has failed to make any payment as aforesaid, **CONTRACTOR** may upon seven days' written notice to **OWNER** and **ENGINEER** stop the Work until payment of all amounts then due. The provision of this paragraph shall not relieve **CONTRACTOR** of his obligations under Paragraph 6.14 to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with **OWNER**.

ARTICLE 16 – DISPUTE RESOLUTION

16.1 Unless otherwise provided in the Supplementary Conditions, all claims, disputes and other matters in question between **OWNER** and **CONTRACTOR** arising out of, or relating to the Contract Documents or the breach thereof, except for claims which have been waived by the making or acceptance of final payment as provided by Paragraph 14.11, shall be decided by the courts of the jurisdiction in which the Project is located.

16.2 In the case of any dispute that is required to be referred to **ENGINEER** initially for decision in accordance with Paragraph 9.6, no legal proceeding shall be instituted prior to the earlier of (a) the date on which **ENGINEER** had rendered a decision, or (b) the tenth day after the parties have presented their evidence to **ENGINEER**: and no proceeding with respect to such dispute shall be made later than thirty days after the date on which **ENGINEER** has rendered a written decision in respect thereof.

ARTICLE 17 – MISCELLANEOUS

17.1 Giving Notice: Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of notice.

17.2 Computation of Time: When any period of time is referred to in the Contract Documents by days, it shall 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 shall be omitted from the computation.

17.3 General:

A. Should **OWNER** suffer injury or damage to his person or property because of any error, omission or act of the **CONTRACTOR** or of any of the **CONTRACTOR**'s employees or agents or others for whose acts the **CONTRACTOR** is legally liable, claim shall be made in writing to the **CONTRACTOR** within a reasonable time of the first observance of such injury or damage.

B. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon **CONTRACTOR**, by Paragraphs 6.15, 13.1, 13.6, 13.9, 14.3 and 15.2 and all of the rights and remedies available to **OWNER** and **ENGINEER** thereunder, shall be in addition to, and shall not 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 law or contract, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this

Paragraph shall 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. All representations, warranties and guarantees made in the Contract Documents shall survive final payment and termination or completion of this Agreement.

17.4 Headings: The Article and Paragraph headings are inserted for convenience only and do not constitute part of these General Conditions.

END OF SECTION

SECTION 007300
SUPPLEMENTARY CONDITIONS

1.	Definitions	007300-2
2.	Before Starting Construction	007300-2
3.	Preconstruction Conference	007300-2
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SUPPLEMENTAL CONDITIONS

1. Definitions

The definition of “Technical Specifications” shall be the same as the definition for Specifications stated in Article 1 of the General Conditions.

The definition of “Contract Documents” included in Article 1 of the General Conditions shall be expanded to include the Advertisement for Bids, “Notice of Award, and Notice to Proceed.”

2. Before Starting Construction

In addition to the requirements of Paragraph 2.5.B of the General Conditions, “**CONTRACTOR** shall submit to **ENGINEER** for review and acceptance, an estimated work payment schedule in dollars versus contract time. The payment schedule shall be submitted together with the progress schedule and schedule of Shop Drawings within ten (10) days after the Effective date of the Agreement.”

In addition to the requirements of Paragraph 2.5 of the General Conditions, “**CONTRACTOR** shall deliver to the **OWNER**, with his signed Contract, all bonds and insurance which he is required to purchase and maintain in accordance with Article 5 of the General Conditions. A copy shall also be submitted to the **ENGINEER**. The **OWNER** shall deliver to the **CONTRACTOR** a copy of all policies of insurance which the **OWNER** is required to purchase and maintain in accordance with Article 5 of the General Conditions.”

3. Preconstruction Conference

The time period for holding the preconstruction conference as stated in Paragraph 2.6 of the General Conditions shall be changed from within 20 days to within 30 days after the Effective date of the Agreement, but before the **CONTRACTOR** starts the Work at the site.

4. Insurance Requirements

In addition to the requirements of Article 5 of the General Conditions, insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the **CONTRACTOR** under the terms of the Contract. The **CONTRACTOR** shall procure and maintain at his own expense any additional kinds and amounts of insurance that, in his own judgement, may be necessary for his proper protection in the prosecution of the Work.

The **CONTRACTOR** shall carry insurance as prescribed herein and all policies shall be with companies satisfactory to the City of Gluckstadt, Mississippi.

If a part of this Contract is sublet, the **CONTRACTOR** shall require each Subcontractor to carry insurance of the same kinds and in like amounts as carried by the **CONTRACTOR**.

Certificates of insurance shall state that 10 days written notice will be given to the **OWNER** before the policy is cancelled or changed. No **CONTRACTOR** or Subcontractor will be allowed to start any construction work on this Contract until certificates of all insurance required herein are filed and approved by the **OWNER**. The certificates shall show the type, amount, class of operations covered, effective dates and the dates of the expiration of policies.

The **CONTRACTOR** shall secure and maintain in effect for the period of the Contract and pay all premiums for the following kinds and amounts of insurance.

a. Worker's Compensation and Employer's Liability Insurance

This insurance shall protect the **CONTRACTOR** against all claims under the applicable State Worker's Compensation Laws. The **CONTRACTOR** shall also be protected and shall cause each Subcontractor to be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a Worker's Compensation Law. The liability limits shall not be less than the required statutory limits for Worker's Compensation and Employer's Liability in the amount of ONE HUNDRED THOUSAND DOLLARS ($100,000.00) for each person. This policy shall include an all states endorsement.

b. **CONTRACTOR**'S Comprehensive Public Liability and Property Damage Insurance, covering all operations in connection with the performance if this Contract in amounts not less than the following:

Bodily injury liability in the amount of ONE MILLION DOLLARS ($1,000,000) for each person and ONE MILLION DOLLARS ($1,000,000) for each accident and property damage liability in the amount of ONE MILLION DOLLARS ($1,000,000) for all damages arising out of the injury or destruction of property in any one accident and subject to that limit per accident a total for aggregate limit of ONE MILLION DOLLARS ($1,000,000) for all damages arising out of injury to or destruction of property during the policy period.

The Comprehensive Public Liability and Property Damage policies carried by both the **CONTRACTOR** and the Subcontractors shall contain an endorsement to include the coverage of the following hazards:

i. Explosion, collapse, and underground property damage to include any damage or destruction of property below the surface of the ground, such as wires, conduits, pipes, mains, sewers, etc., caused by the **CONTRACTOR**'S operations.

ii. The collapse of an structural injury to any building, structure or property on or adjacent to the **OWNER**'S premises or right-of-way caused by the **CONTRACTOR**'S operations in the removal of other buildings, structures, or supports, or by excavation below the surface of the ground.

iii. Contractual Liability Coverage for the Hold Harmless segments of the Contract Documents.

c. CONTRACTOR'S Contingent or Protective Liability and Property Damage:

In case part of this Contract is sublet, the **CONTRACTOR** shall secure contingent or protective liability and property damage insurance to protect him from any and all claims arising from the operation of his Subcontractors in the execution of Work included in the Contract. In no case shall the amount of such protection be less than the limits of $1,000,000 for Public Liability Insurance and $1,000,000 for Property Damage Insurance. The coverage in each case shall be acceptable to the **OWNER**.

d. Automotive Public Liability and Property Damage

The **CONTRACTOR** shall maintain automobile public liability insurance in the amount of not less than ONE MILLION DOLLARS ($1,000,000) for injury to one person and ONE MILLION DOLLARS ($1,000,000) for one accident; and automobile property damage insurance in the amount of not less than ONE MILLION DOLLARS ($1,000,000) for one accident to protect him from any and all claims arising from the use of the following:

i. **CONTRACTOR**'S own automobiles and trucks.

ii. Hired automobiles and trucks.

iii. Automobiles and trucks owned by Subcontractors.

The aforementioned is to cover use of automobiles and trucks on and off the site of the Project.

e. OWNER'S Protective Liability Policy

The **CONTRACTOR** shall maintain **OWNER**'S Protective Liability Insurance with City of Gluckstadt as the named insured, and the **ENGINEER**, and their servants, agents, and employees as additional insureds in amounts not less than the following:

i. Bodily Injury in the amount of ONE MILLION DOLLARS ($1,000,000) for each person and ONE MILLION DOLLARS ($1,000,000) for each accident and property damage liability in the amount of ONE MILLION DOLLARS ($1,000,000) for all damages arising out of an injury or destruction of property in any one accident and subject to that limit per accident a total (or aggregate) limit of ONE MILLION DOLLARS ($1,000,000) for all damages arising out of injury to or destruction of property during the policy period.

f. Builder's Risk Insurance Fire and Extended Coverage

Until the Project is completed and is accepted by the **OWNER**, the **CONTRACTOR** is required to maintain Builder's Risk Insurance (fire and extended coverage) adequate to fully cover the insurable portion of the Project for the benefit of the **OWNER**, the **CONTRACTOR** and Subcontractors as their interests may appear.

5. Concerning Subcontractors: Not Used.

6. Record Documents

In addition to the requirements of Paragraph 6.10 of the General Conditions, **CONTRACTOR** shall provide accurate 'mark-ups' acceptable to the **ENGINEER** on or before the date of Substantial Completion of the Project for use by the **ENGINEER** in preparation of 'record' drawings. Final payment will not be made to the **CONTRACTOR** prior to the **ENGINEER** receiving these mark-ups from the **CONTRACTOR**.

7. Limitations on ENGINEER'S Responsibilities

In addition to the requirements of Paragraph 9.7C, when it comes to his attention, the **ENGINEER** will immediately notify the **OWNER** in the event that the **CONTRACTOR** is not complying with the Contract Documents or is conducting the Work in such a manner that could be considered grounds for termination of the Contract. The **CONTRACTOR** shall retain responsibility for performing all Work in compliance with the Contract Documents.

8. Change of Contract Price:

In addition to the requirements of Article 11 of the General Conditions, the following is added:

If the Contractor is delayed, hindered or impeded at any time in the progress of the Work for any reason or by any alleged act or neglect of the Owner or the Engineer, or by any employee of either or by a separate Contractor employed by the Owner, or by changes ordered in the scope of the Work, or by other causes beyond the Contractor's control, then the Contract Time may be extended by Change Order for such reasonable time as is agreed to by the Owner. However, to the fullest extent permitted by law, and notwithstanding any other provisions in the Contract Documents, the Owner and it's agents and employees shall not be liable for any damages for

delay whether for direct or indirect costs, extended home office overhead, idle or inefficient labor or equipment, cost escalations, or monetary claims of any nature arising from or attributable to delay by any cause whatsoever. The Contractor's sole and exclusive right and remedy for delay by any cause is an extension of the Contract Time but no increase in the Contract Price.

9. Change of the Contract Time

In addition to the requirements of Paragraph 12.2 of the General Conditions, the following conditions must be satisfied in order for the Owner and Engineer to award a time extension for unusually severe weather:

a. The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

b. The unusually severe weather must cause a delay in the completion of the project. The delay must be beyond control without the fault of negligence of the **CONTRACTOR**.

c. The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the baseline for monthly weather time evaluations. The **CONTRACTORS'S** activity durations for inclusion in the progress schedule must reflect these anticipated adverse weather delays in all-weather dependent activities.

Month	Days	Month	Days
January	6	July	5
February	6	August	6
March	5	September	5
April	6	October	4
May	5	November	4
June	7	December	5

10. Payments to CONTRACTOR

Paragraph 14.2, Application for Progress Payment, is deleted in its entirety and the following substituted therefore:

a. Monthly Estimates and Partial Payments: The **CONTRACTOR**'**S** partial payment period shall end on the last day of each month. The **CONTRACTOR** shall submit acceptable Application for Payment to the **ENGINEER** by the 5th of each month provided that the amount due on completed work is at least $500.00. The partial payment request shall be filled out and signed by the **CONTRACTOR** covering the work completed as of the date of the request and accompanied by such supporting documentation as it's required by the Contract Documents and as the **ENGINEER** may reasonably require. At the discretion of the **OWNER**, the **ENGINEER** may be authorized to include in any monthly estimate advances covering approximately 95 percent of the value of unused materials delivered and stored on the site of the work. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site, the Application for Payment shall also be accompanied by such data, satisfactory to **OWNER**, as will establish **OWNER**'S title to the material and equipment and protect **OWNER**'S title to the material and equipment and protect **OWNER**'S interest therein, including applicable insurance. Each subsequent Application for Payment shall

include an affidavit of **CONTRACTOR** stating that all previous progress payments received on account of the Work have been applied to discharge in full all of **CONTRACTOR**'S obligations reflected in prior Applications for Payment.

b. After each monthly estimate has been approved, the **OWNER** shall pay 95 percent of the amount of said estimate. From the total value of each estimate there will be deducted an amount equivalent to 5 percent of the whole as a retainage to be held by the **OWNER**. The monthly estimates will be approximate only and subject to correction in any subsequent estimate rendered following discovery of the error. At the discretion of the **OWNER**, the **ENGINEER** may be authorized to include any monthly advances covering approximately 95 percent of the value of unused materials delivered and stored on the site of the work.

c. After discovery of any defective or questionable work, an amount equal to the estimated value of such work will be deducted from the next current estimate. The sum will not be included in a subsequent estimate until the defects have been remedied to the **ENGINEER**'S satisfaction.

d. The **OWNER** reserves the right to withhold payment of any monthly estimate that becomes due if, in the opinion of the **OWNER**'S Attorney, such action is warranted because of any breach of the Contract Provisions or malfeasance on the part of the **CONTRACTOR** or because the progress or the quality of the work is unsatisfactory and does not comply with the Plans and Specifications.

e. The **CONTRACTOR** may, at his option, withdraw the 5 percent retainage, or a part thereof, after 50 percent of the work has been completed, provided the **CONTRACTOR** has placed negotiable securities with the **OWNER** in compliance with Section 31-5-15 of the Mississippi Code of 1972.

The last sentence in Paragraph 14.9A of the General Conditions is modified to read, "If the Application and accompanying documentation are appropriate as to form and substance, **OWNER** shall, within 60 days after receipt thereof, pay **CONTRACTOR** the amount recommended by **ENGINEER**."

11. Subsurface Investigation Reports
Not Applicable.

12. Section 023000 – Exhibits (Site Plan & Layout)

13. Commencement of Contract Time: Notice to Proceed

The commencement of Contract Time, a stated in Item 2.3 of the General Conditions is changed to read The Contract Time will commence to run within the sixtieth day after the Effective Date of the Agreement, or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed; but in no event shall the Contract Time commence to run later than the sixtieth day after the Effective Date of the Agreement.

Notice to Proceed may be given at any time within sixty days after the Effective Date of the Agreement.

14. Maintenance of Traffic

Public Safety: Barricades, Signs, and Lights: Prior to any work, the **CONTRACTOR** shall have available barricades, signs, and lights in sufficient quantity to properly mark each street or any part thereof that is under construction in a manner in which the general public will readily know that the street is under construction and caution is necessary. These barricades, signs and lights shall be located to serve as warning, directive and instructive signs. Within the limits of the plans and specifications, the decision of the **ENGINEER** shall be final as to the type, number, and location of all barricades, signs, and lights.

In all cases, the type, number, and location of all barricades, signs, and lights shall conform to the standards set forth in the "Manual on Uniform Traffic Control Devices for Streets and Highways."

At all points along the work, where the nature of the construction operations in progress and the equipment and machinery in use is of such character as to endanger passing traffic, the **CONTRACTOR** shall, regardless of the time of day, provide such barricades, signs, and lights. Watchmen will be stationed where necessary to insure against accidents and avoid damage or injury to passing traffic.

The **CONTRACTOR** shall, for 24 hours per day during the total time of the contract (Sundays and holidays included), maintain an emergency telephone number and have available on this telephone, a person to take emergency calls. This person shall have the authority to direct personnel and materials to the point of emergency for necessary corrective measures.

Immediately upon receipt of the construction work order and prior to the beginning of work, the **CONTRACTOR** shall notify the **ENGINEER** in writing of the emergency telephone number giving the names of the people assigned to the respective shifts.

Barricades and signs shall meet the construction requirements set forth in the Manual on Uniform Traffic Control Devices for Streets and Highways. Lights shall also comply with requirements outlined in the Manual on Uniform Traffic Control Devices for Streets and Highways.

All barricades, signs and lights shall be maintained in first-class condition. Barricades and signs shall be repaired, cleaned or repainted as the case necessitates maintaining a neat, presentable and secure barricade. Lights shall be repaired, cleaned, adjusted and refilled or batteries recharged to ensure a minimum of 12 hours continuous burning. The **CONTRACTOR** shall, at any time that he is so directed by the **ENGINEER**, repair, remove or replace any sign, barricade or light if, in the opinion of the **ENGINEER**, the said sign, barricade or light is not performing its function as set forth in these Specifications.

15. Liquidated and Special Damages

Liquidated Damages: The **CONTRACTOR** will be subject to liquidated damages in the amount of $750.00 each consecutive calendar day after the time stipulated for Final Completion of the work.

The liquidated damages provided for herein were not calculated in contemplation or anticipation that the **CONTRACTOR** would default or otherwise abandon the project. In the event the **CONTRACTOR** does default or otherwise abandon the project, the **OWNER** reserves the right to collect from the **CONTRACTOR** or its surety, in addition to the liquidated damages, the actual damages including, but not limited to, additional engineering costs, incurred by the **OWNER** as a result of the default or abandonment.

END OF SECTION

SECTION 011100
SUMMARY OF WORK

PART 1 GENERAL

1.01 LOCATION OF WORK

A. All Work of this Contract is located on property owned by, leased by, or otherwise permitted for use by the Owner within the City of Gluckstadt, Mississippi.

1.02 WORK TO BE DONE

A. The Contractor shall furnish all labor, materials, equipment, tools, transportation, supervision, services, and incidentals necessary to provide a complete and fully functional Project in accordance with the Contract Documents.

B. The Work shall include the purchase, delivery, assembly, installation, construction, testing, inspection, and completion of all improvements required by the Contract Documents. The Contractor shall perform the Work complete, in place, and ready for its intended use.

C. The Contractor shall provide all incidental work necessary for completion of the Project, including, but not limited to, mobilization and demobilization, layout, minor site preparation and grading, excavation, backfill, compaction, foundations and footings, anchorage, drainage associated with the Work, utility coordination and connections where required, testing, permits, cleanup, repairs, replacement of damaged improvements, restoration, final grading, and stabilization of disturbed areas.

D. Mobilization and demobilization shall be considered incidental to the Work unless specifically identified as a separate Lump Sum Bid Item in the Proposal.

E. Materials, equipment, components, accessories, hardware, fasteners, foundations, connections, skills, tools, labor, and incidental items that are reasonably inferable or necessary to provide a complete, safe, functional, and properly installed Project shall be furnished by the Contractor whether or not each individual item is specifically identified in the Contract Documents.

F. The Contractor shall comply with all applicable federal, state, county, and municipal laws, codes, ordinances, regulations, accessibility requirements, manufacturer requirements, and industry standards applicable to the Work.

1.03 GENERAL DESCRIPTION OF WORK TO BE PERFORMED

A. The Project generally consists of furnishing, purchasing, delivering, and installing improvements for the Gluckstadt Community Park, including, but not necessarily limited to, the following:

1. Playground area, including playground equipment, associated components, accessories, foundations, anchorage systems, and required installation.
2. Fitness area, including outdoor fitness equipment, associated components, accessories, foundations, anchorage systems, and required installation.
3. Splash pad area, including splash pad equipment, features, components, accessories, foundations, piping, connections, controls, and other appurtenances specifically required by the Contract Documents and equipment manufacturer.
4. Fencing, gates, posts, foundations, hardware, and associated components around the designated playground, fitness, splash pad, and/or other areas identified in the Contract Documents.

5. Concrete sidewalks, concrete paving, curbing, equipment pads, foundations, and other miscellaneous concrete improvements required for completion of the Work.
6. Artificial or synthetic turf systems, including required subgrade preparation, base materials, drainage components, edging, seams, infill, and other materials required for a complete installation where specified.
7. Minor site grading, excavation, filling, compaction, and preparation necessary to establish the required grades and provide suitable surfaces for the proposed improvements.
8. Site preparation and selective demolition or removal of existing materials and improvements where necessary to complete the proposed Work.
9. Restoration, final grading, cleanup, stabilization, and repair of areas disturbed by construction.
10. All other incidental work, materials, equipment, accessories, connections, and services necessary to provide complete and functional playground, fitness, splash pad, fencing, sidewalk, turf, and associated site improvements in accordance with the Contract Documents.

B. The description above is intended to provide a general summary of the Work and shall not be construed as a complete listing of every item required. The Contractor shall review all Contract Documents, Specifications, equipment information, manufacturer requirements, details, schedules, and other information furnished as part of the Contract Documents and shall include in the Bid all Work necessary for a complete installation.

C. Where dimensions, limits, quantities, installation requirements, or other information are provided by equipment manufacturers or suppliers, the Contractor shall coordinate such requirements with the Work and verify all applicable field conditions prior to installation.

D. The Contractor shall be responsible for coordinating the various components of the Work so that the completed playground, fitness area, splash pad, fencing, sidewalks, turf areas, and associated improvements function together as a complete Project.

1.04 LUMP SUM BID ITEMS

A. The Lump Sum Bid Items included in the Proposal are intended to provide a breakdown of the total Contract Price for bidding and, as applicable, payment purposes. Each Lump Sum Bid Item shall include all labor, materials, equipment, tools, transportation, supervision, coordination, manufacturer-required components and accessories, incidentals, testing, startup, training, warranties, and other Work necessary to provide the respective portion of the Work complete, operational, and ready for its intended use in accordance with the Contract Documents.

B. The descriptions and division of the Lump Sum Bid Items shall not be construed as limiting the Contractor's responsibility to provide a complete Project. Work reasonably inferable or necessary for the complete installation of the improvements, whether specifically identified as a separate Bid Item or not, shall be included within the applicable Lump Sum Bid Item or Items and shall not constitute a basis for additional compensation.

C. Where Work could reasonably be associated with more than one Lump Sum Bid Item, the Contractor shall include the cost of such Work within the appropriate Lump Sum Bid Item or Items so that the total Bid includes the complete cost of the Work without omission or duplication.

D. The Contractor shall review the entire Contract Documents in determining the scope and price of each Lump Sum Bid Item. The Bid Item descriptions are provided for convenience and shall be considered together with the requirements of the applicable Specifications, manufacturer requirements, approved submittals, and other Contract Documents.

E. Refer to the Proposal for the individual Lump Sum Bid Items and Bid amounts.

1.05 WORK SEQUENCE

A. The Contractor shall coordinate the sequence and scheduling of the Work with the Engineer and Owner and shall conduct operations in a manner that minimizes disruption to adjacent properties, existing park facilities, and the general public.

B. Construction shall be performed in an orderly sequence to allow proper coordination between site grading, underground or concealed work, concrete construction, equipment foundations, equipment installation, fencing, turf installation, sidewalks, and final restoration.

C. The Contractor shall coordinate the Work of all subcontractors, suppliers, equipment manufacturers, and installers to avoid conflicts between the various components of the Project.

D. Areas under construction shall be appropriately secured and protected from public access until the Work has been completed, inspected, and accepted for use by the Owner.

1.06 CONSTRUCTION AREAS

A. The Contractor shall limit use of the site to areas necessary for performance of the Work. Storage and staging areas for materials, equipment, and employee vehicles shall be coordinated with and approved by the Owner and Engineer.

B. Coordinate use of the Project site under the direction of the Engineer.

C. The Contractor shall assume full responsibility for the protection and safekeeping of materials, products, and equipment stored or installed under this Contract until acceptance by the Owner.

D. The Contractor shall relocate stored materials, equipment, or other items under the Contractor's control when they interfere with operations of the Owner, other contractors, or construction activities.

E. The Contractor shall obtain and pay for any additional storage, staging, or work areas required for its operations.

F. The Contractor shall protect existing improvements, utilities, landscaping, facilities, and other property that is to remain. Any damage resulting from the Contractor's operations shall be repaired or replaced at no additional cost to the Owner.

1.07 OWNER OCCUPANCY AND PUBLIC ACCESS

A. The Owner may continue to occupy and use portions of the property during construction. The Contractor shall cooperate with the Owner and Engineer to minimize conflicts between construction activities and continued use of areas outside the active construction limits.

B. The Contractor shall conduct operations to minimize inconvenience and hazards to the general public and adjacent property owners.

C. The Contractor shall maintain appropriate barricades, fencing, signage, and other protective measures necessary to prevent unauthorized access to active construction areas.

D. Cleaning, site preparation, earthwork, concrete construction, equipment installation, fencing, turf installation, stabilization, and other Work shall be performed in accordance with the applicable Sections of the Contract Documents.

1.08 PARTIAL OWNER OCCUPANCY
(NOT USED)

1.09 CONTRACT DOCUMENTS

A. Specifications and Supplemental Information

The Contract Documents include the Specifications together with applicable equipment information, manufacturer requirements, schedules, details, diagrams, exhibits, grant documents, bid documents, and other information specifically incorporated into or issued as part of the Contract Documents.

B. Intent

The intent of the Contract Documents is to provide for a complete and functional Project. The Contractor shall furnish and install all Work reasonably necessary to accomplish the intended result, including incidental items normally required for a complete installation even though every such item may not be individually identified.

C. Discrepancies and Clarifications

The Contractor shall carefully review the Contract Documents and promptly notify the Engineer of any discrepancy, conflict, omission, unclear requirement, or field condition affecting the Work before proceeding with the affected portion of the Work.

The Contractor shall not make assumptions regarding conflicting or incomplete requirements when clarification from the Engineer is necessary. Clarifications or interpretations shall be provided by the Engineer in accordance with the Contract Documents.

D. Field Verification

Prior to ordering materials, fabrication, or installation, the Contractor shall verify dimensions, elevations, existing conditions, utility locations, equipment requirements, and other field conditions necessary for proper completion of the Work. Any discrepancies shall be brought to the attention of the Engineer before proceeding.

PART 2 – PRODUCTS
(NOT USED)

PART 3 – EXECUTION
(NOT USED)

END OF SECTION

SECTION 011110
SPECIAL PROJECT PROCEDURES

PART 1 – GENERAL

1.01 WORKMANSHIP, MATERIAL AND EQUIPMENT

A. Where a particular manufacturer, product, model, or system is identified in the Contract Documents as the “Basis of Design” or is followed by the words “or approved equal,” the named product is intended to establish the minimum required type, quality, performance, function, durability, and general design intent.

B. Products of other manufacturers may be considered as approved equals in accordance with the Instructions to Bidders, Section 012910 – Submittals, and the applicable Technical Specification Section.

C. Proposed equal products shall meet or exceed the requirements of the Contract Documents and shall be equivalent to the specified Basis-of-Design product with respect to quality, materials, performance, function, durability, compatibility, warranty, and general design intent.

D. Approval of an equal product shall not relieve the Contractor from responsibility for providing a complete, properly coordinated, and fully functional installation in accordance with the Contract Documents.

E. All equipment, materials, machinery, manufactured products, and other items incorporated into the Work shall be new and unused and shall be standard products of recognized manufacturers regularly engaged in the manufacture of products suitable for the intended application.

1.02 CONSTRUCTION SEQUENCING PLAN

A. The Contractor shall plan and sequence the Work to minimize disruption to the Owner, adjacent properties, existing park facilities, and the general public.

B. Prior to beginning construction, the Contractor shall submit a proposed Construction Sequencing Plan to the Engineer for review. The plan shall identify the general sequence and anticipated schedule for major portions of the Work, including, as applicable:

1. Mobilization and site preparation.
2. Minor site demolition and clearing.
3. Site grading and earthwork.
4. Underground utilities and drainage associated with the Work.
5. Concrete construction.
6. Splash pad construction and equipment installation.
7. Playground equipment installation.
8. Outdoor fitness equipment installation.
9. Fencing and gates.
10. Playground and fitness-area surfacing and turf.
11. Sidewalks and other site improvements.
12. Final grading, stabilization, cleanup, testing, commissioning, and closeout.

C. Coordinate the sequencing of the Work with manufacturers, suppliers, subcontractors, the Engineer, and Owner as necessary to provide a complete and properly coordinated installation.

D. Maintain safe access to portions of the property that remain open during construction.

E. Secure active construction areas from unauthorized public access by temporary fencing, barricades, signage, or other appropriate means.

F. Do not permit public use of playground equipment, fitness equipment, splash pad facilities, or other improvements until the applicable Work has been completed, inspected, tested where required, and accepted for use by the Owner.

1.03 PROVISIONS FOR CONTROL OF EROSION AND POLLUTANTS

A. Take sufficient precautions during construction to minimize erosion and prevent the discharge of silt, sediment, fuels, oils, concrete washout, chemicals, construction debris, and other pollutants into drainage systems, adjacent properties, or waters of the State.

B. Provide and maintain erosion and sediment control measures as required by applicable federal, state, and local regulations.

C. Where applicable, comply with requirements of the Mississippi Department of Environmental Quality and applicable stormwater permits.

D. Maintain disturbed areas in a manner that minimizes erosion throughout construction and stabilize disturbed areas upon completion of the Work.

1.04 ON-SITE STORAGE

A. Coordinate locations for storage and staging of materials and equipment with the Owner and Engineer.

B. Store materials and equipment in a manner that does not interfere with Owner operations, adjacent properties, public access, drainage, or construction activities.

C. Protect stored playground equipment, fitness equipment, splash pad equipment, turf, fencing, and other materials from damage, weather, contamination, theft, and deterioration.

D. The Contractor shall be responsible for the protection and security of materials and equipment until acceptance by the Owner.

1.05 INCLEMENT WEATHER

A. In the event of inclement weather, or when directed by the Engineer, the Contractor and Subcontractors shall protect the Work and materials against damage or deterioration resulting from weather conditions.

B. Do not perform Work under weather or site conditions that would adversely affect the quality, appearance, integrity, installation, or performance of the completed Work.

C. Protect excavations, prepared subgrades, concrete, equipment, surfacing, turf, and other materials and Work susceptible to damage from rain, excessive moisture, temperature extremes, wind, or other adverse weather conditions.

D. Work or materials damaged as a result of the Contractor's failure to provide adequate protection shall be repaired or replaced to the satisfaction of the Engineer at no additional cost to the Owner.

1.06 WARRANTIES

A. Unless a longer warranty period is required by an individual Technical Specification Section, manufacturer, supplier, or other provision of the Contract Documents, all Work furnished under the Contract shall be warranted for a minimum period of one (1) year from the date of Substantial Completion or acceptance for operation by the Owner, as applicable, and in accordance with Section 017850 – Warranties.

B. Where an individual Specification Section requires a warranty exceeding one (1) year, the longer warranty period shall govern.

C. The Work shall be warranted to be free from defects in materials and workmanship. Defective Work identified during the applicable warranty period shall be repaired or replaced by the Contractor to the satisfaction of the Owner and Engineer at no additional cost to the Owner.

D. Manufacturer's warranties shall be provided in addition to, and shall not limit, the Contractor's obligations under the Contract Documents.

1.07 CONSTRUCTION CONDITIONS

A. The Work under this Contract generally consists of construction and installation of playground improvements, outdoor fitness improvements, splash pad improvements, fencing, concrete sidewalks and paving, turf and surfacing, minor site grading, and associated site improvements.

B. The Contractor shall verify existing site conditions prior to beginning Work and shall coordinate construction with existing utilities, drainage, grades, structures, landscaping, and other improvements to remain.

C. The Contractor shall strictly comply with requirements of governmental agencies having jurisdiction over the Work.

D. Where applicable governmental requirements are more stringent than the requirements of the Contract Documents, the more stringent requirement shall apply unless otherwise directed by the Engineer.

1.08 PUBLIC NUISANCE

A. The Contractor shall conduct operations in a manner that does not create an unnecessary public nuisance or hazard.

B. Prohibited conditions include, but are not limited to, unauthorized encroachment on adjacent property, uncontrolled runoff, excessive airborne dust, accumulation of dirt or mud on public roadways, excessive noise, construction debris, unsafe excavations, and unauthorized public access to construction areas.

C. Promptly correct conditions resulting from construction activities that create a hazard or unreasonable inconvenience to the Owner, adjacent properties, or general public.

1.09 SUSPENSION OF WORK DUE TO WEATHER

A. During inclement weather, suspend Work that may be damaged, rendered inferior, or installed contrary to manufacturer requirements or the Contract Documents as a result of weather conditions.

B. During suspension of Work, adequately protect completed and partially completed Work, materials, equipment, excavations, and prepared surfaces from damage.

C. The Engineer's authority to direct suspension of Work shall not relieve the Contractor from responsibility for determining when weather conditions are unsuitable for proper performance of the Work.

D. The provisions of the General Conditions governing suspension of Work and Contract Time shall control.

1.10 RELOCATIONS

A. Where existing minor improvements interfere with the Work and relocation is specifically required by the Contract Documents or authorized by the Engineer, coordinate such relocation with the Owner and Engineer prior to proceeding.

B. Do not relocate existing utilities, structures, signs, fences, drainage facilities, or other improvements without prior authorization from the Owner and Engineer.

C. Protect existing improvements designated to remain from damage resulting from construction operations.

D. Repair or replace existing improvements damaged by the Contractor's operations at no additional cost to the Owner.

1.11 SALVAGE

A. Existing equipment or materials removed as part of the Work may be designated for salvage by the Owner or Engineer.

B. Materials designated for salvage shall remain the property of the Owner and shall be carefully removed, protected from damage, and delivered to a location designated by the Owner.

C. Unless specifically designated for salvage, materials removed from the Project shall become the Contractor's responsibility and shall be legally disposed of off-site.

1.12 PERMITS

A. Upon Notice of Award, the Contractor shall promptly obtain all permits, licenses, inspections, and approvals required for performance of the Work that have not been obtained by the Owner.

B. Do not commence Work requiring a permit or approval until the applicable permit or approval has been obtained.

C. Provide copies of Contractor-obtained permits and approvals to the Engineer upon request.

D. Unless otherwise specifically provided in the Contract Documents, costs associated with Contractor-obtained permits, licenses, inspections, and approvals shall be included in the Contract Price and shall not be paid for separately.

1.13 HAZARDOUS LOCATION

NOT USED

1.14 NOTIFICATION OF WORK AFFECTING EXISTING FACILITIES

A. Prior to performing Work that may affect existing utilities, drainage facilities, structures, park facilities, access, or other existing improvements, notify the Engineer sufficiently in advance to allow coordination with the Owner.

B. Do not interrupt, disconnect, modify, or otherwise affect an existing utility or facility without prior coordination and approval from the Owner and Engineer.

C. Coordinate required shutdowns or interruptions with the Owner and affected utility provider, where applicable.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 011115
UTILITIES COORDINATION

PART 1 – GENERAL

1.01 UTILITIES

A. Utilities for purposes of these Specifications shall include, but not necessarily be limited to, water lines, sanitary sewer lines, storm drainage facilities, gas lines, electrical lines, communication lines, conduits, cables, lighting systems, and associated structures and appurtenances, whether publicly or privately owned.

B. The Contractor shall coordinate construction activities with existing utilities and with new utility services and connections required for completion of the Work.

C. Utility work specifically identified in the Contract Documents as being provided or performed by the Owner shall not be the responsibility of the Contractor except for coordination, preparation, and connection work specifically assigned to the Contractor.

1.02 UNDERGROUND INSTALLATIONS

A. Existing underground utilities, where indicated in the Contract Documents, are shown only to the extent that such information was made available to or discovered by the Engineer.

B. The location, depth, size, material, and completeness of existing underground utility information is not guaranteed by the Owner or Engineer.

C. Prior to excavation, the Contractor shall be responsible for having existing underground utilities located in accordance with applicable laws and requirements.

D. The Contractor shall verify the location of utilities that may conflict with or otherwise affect the Work before beginning the affected construction.

E. Exercise care during excavation and construction near existing utilities. Where necessary, use appropriate means to verify the horizontal and vertical location of existing utilities prior to performing Work that could result in damage.

1.03 UTILITIES WITHIN THE PROJECT AREA

A. Unless otherwise specifically indicated in the Contract Documents, the Contractor shall protect and maintain existing utilities and utility facilities that are to remain in service during construction.

B. Do not remove, adjust, relocate, disconnect, or otherwise modify an existing utility without prior coordination with and approval from the Engineer, Owner, and affected utility owner.

C. Where an existing utility conflicts with the proposed Work, promptly notify the Engineer before proceeding with construction in the affected area.

D. The Contractor shall coordinate the Work to minimize interruption of existing utility services.

E. Damage to existing utilities resulting from the Contractor's operations shall be promptly reported and repaired in accordance with the requirements of the affected utility owner. Costs resulting from damage caused by the Contractor's operations shall be borne by the Contractor.

1.04 RELOCATION OF EXISTING UTILITIES

A. When relocation, adjustment, or protection of an existing utility is necessary, notify the Engineer and affected utility owner prior to proceeding.

B. Coordinate utility relocation or adjustment work with the Owner, Engineer, utility owner, and other affected parties so that construction progress is not unnecessarily delayed.

C. Do not perform relocation or adjustment of utilities owned by others unless specifically authorized by the utility owner and Engineer.

1.05 OWNER-PROVIDED UTILITIES FOR SPLASH PAD

A. The City of Gluckstadt will provide electrical power to the electrical panel located at the splash pad valve cabinet and will make the electrical connection to the cabinet electrical panel prior to startup.

B. The City of Gluckstadt will provide the water supply to the splash pad valve cabinet and will provide a pressure-reducing valve, if required, and a properly sized backflow preventer.

C. The Contractor shall coordinate required locations, elevations, sizes, capacities, and connection requirements with the City prior to installation of the splash pad system.

D. The Contractor shall provide the splash pad utility components assigned to the Contractor under Section 116800 – Splash Pad System, including the valve cabinet, manifold, valves, controls, electrical equipment, feature piping, wastewater piping, and other components specified therein.

E. The Contractor shall provide sufficient advance notice to the City and Engineer when Owner-provided water and electrical services are required for completion, testing, startup, and commissioning of the splash pad.

F. Delays resulting from the Contractor's failure to properly coordinate or provide sufficient notice for Owner-provided utility work shall not constitute grounds for additional compensation or extension of Contract Time.

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

3.01 GENERAL COORDINATION

A. Following Notice to Proceed and prior to performing Work that may affect existing utilities, the Contractor shall coordinate with the owners of affected utilities and the Engineer.

B. The Contractor shall include utility coordination in the Project construction schedule and shall provide sufficient notice to utility owners, the Owner, and Engineer for required utility work, connections, relocations, adjustments, inspections, and shutdowns.

C. If changes in the Contractor's schedule affect previously coordinated utility work, promptly notify the affected utility owner, Owner, and Engineer.

D. The Contractor shall be responsible for construction delays or additional costs resulting from failure to properly coordinate utility work for which the Contractor is responsible.

3.02 PROTECTION OF EXISTING UTILITIES

A. The Contractor shall exercise care during excavation and construction to identify and protect existing water, sewer, storm drainage, gas, electrical, communication, irrigation, and other utility lines and facilities.

B. The Contractor shall assume responsibility for protecting existing public and private utilities affected by the Contractor's operations, whether or not such utilities are indicated in the Contract Documents.

C. Prior to excavation, obtain required utility locations and verify utilities that may be affected by the Work.

D. Where existing utilities are located within or immediately adjacent to proposed excavations, foundations, equipment footings, piping, sidewalks, splash pad improvements, playground improvements, fitness-area improvements, fencing, or other Work, verify their location prior to construction.

E. Maintain existing utility services unless an interruption has been specifically coordinated and approved by the Owner and affected utility owner.

F. Immediately notify the utility owner and Engineer of damage to an existing utility. Repair damage resulting from the Contractor's operations in accordance with utility-owner requirements and at no additional cost to the Owner.

3.03 UTILITIES REQUIRING ADJUSTMENT

A. Where existing utilities require relocation, removal, adjustment, or replacement to accommodate the Work, coordinate the required work with the Engineer, Owner, and affected utility owner.

B. Where possible, utility adjustments shall be completed prior to construction of improvements that would prevent or interfere with access to the utility.

C. Where utility work must be performed concurrently with other construction, coordinate the sequence and timing of the Work among all affected parties.

D. If an unforeseen utility conflict is encountered, stop Work in the immediate affected area and notify the Engineer. Do not proceed with Work that would damage or interfere with the utility until the conflict has been evaluated and direction has been provided.

3.04 UTILITIES CONFLICTING WITH OPERATIONS

A. Existing utilities that do not require relocation but are located sufficiently close to the Work to potentially interfere with construction shall be located and protected prior to performing the affected Work.

B. The Contractor shall plan and perform construction operations to protect existing utilities that are to remain.

C. Temporary support or protection of existing utilities shall be provided where required for safe completion of the Work and shall be coordinated with the utility owner.

3.05 UTILITY CONNECTIONS AND SPLASH PAD COORDINATION

A. Prior to construction of the splash pad utility systems, coordinate with the City and Engineer to verify the locations of the Owner-provided water and electrical connection points.

B. Coordinate the location of the splash pad valve cabinet with the City prior to construction. The valve cabinet shall be located within a greenspace at a location approved by the City.

C. Coordinate the proposed location where the 4-inch PVC splash pad wastewater line will daylight with the City prior to installation.

D. Coordinate Contractor-provided equipment and piping with Owner-provided water and electrical services to ensure compatibility and proper operation of the completed splash pad system.

E. Verify required water pressure, flow, electrical characteristics, and other utility requirements of the approved splash pad equipment prior to installation and sufficiently in advance of the Owner's utility work.

F. Do not commence final startup or commissioning of the splash pad until required water and electrical connections have been completed and the system is ready for operation.

3.06 UNFORESEEN OR MISLOCATED UTILITIES

A. If an existing utility is encountered that is not indicated in the Contract Documents, or is found at a location materially different from available information, immediately notify the Engineer.

B. Protect the utility from damage and do not proceed with Work that would interfere with the utility until its ownership, location, and required disposition have been determined.

C. Adjustments to the Work resulting from unforeseen utility conditions shall be handled in accordance with the applicable provisions of the Contract Documents.

END OF SECTION

SECTION 011120
PROJECT COORDINATION

PART 1 – GENERAL

1.01 WORK PROGRESS

The Contractor shall furnish personnel, equipment, materials, and supervision sufficient to perform the Work efficiently and to maintain a rate of progress that will ensure completion of the Work within the Contract Time. If, at any time, the personnel, equipment, or methods employed by the Contractor appear to the Engineer to be inefficient, inappropriate, or insufficient to accomplish the required quality or rate of progress, the Engineer may require the Contractor to increase the efficiency, change the character, or increase the personnel or equipment. Failure of the Engineer to issue such an order shall not relieve the Contractor of the obligation to perform the Work in accordance with the Contract Documents and within the specified Contract Time.

1.02 WORK LOCATIONS AND COORDINATION

A. The Contractor shall coordinate all Work required under this Contract so that the playground, playground equipment, outdoor fitness area and equipment, splash pad, sidewalks, fencing, turf areas, site grading, utilities, and associated improvements are properly located and integrated into the completed Project.

B. The Contractor shall verify existing site conditions and dimensions prior to beginning construction and shall notify the Engineer of any conditions that may affect the location, installation, or operation of the Work.

C. Work shall be located substantially in accordance with the Contract Documents and approved equipment layouts. Where specific dimensions or locations are not indicated, the Contractor shall coordinate the proposed location with the Engineer and Owner prior to installation.

D. The Contractor shall coordinate the work of all subcontractors, equipment manufacturers, suppliers, and installers to ensure that all components are compatible and properly integrated.

E. No equipment, structure, utility, fence, sidewalk, or other improvement shall be installed in a location that conflicts with another portion of the Work. The Contractor shall resolve such conflicts with the Engineer prior to installation.

1.03 EQUIPMENT AND MANUFACTURER COORDINATION

A. The Contractor shall coordinate directly with the playground equipment manufacturer, outdoor fitness equipment manufacturer, splash pad manufacturer/supplier, and other specialty suppliers as necessary to ensure proper installation of the complete systems.

B. Prior to installation, the Contractor shall verify manufacturer requirements for foundations, footings, anchorage, clearances, safety zones, fall zones, utilities, drainage, surfacing, and other installation requirements.

C. The Contractor shall coordinate equipment locations and required clearances with adjacent sidewalks, fencing, turf areas, landscaping, drainage features, utilities, and other site improvements.

D. Equipment shall not be installed until required submittals have been reviewed and approved in accordance with Section 012910 – Submittals and the applicable specification sections.

1.04 OPEN EXCAVATIONS

A. All open excavations shall be adequately safeguarded by providing temporary barricades, caution signs, lights, fencing, and other means necessary to prevent accidents to persons and damage to property.

B. The Contractor shall take all necessary precautions to prevent injury to the public, Owner's personnel, Engineer's personnel, and workers due to open excavations.

C. When construction is not in progress, excavations shall be backfilled, covered, or otherwise adequately protected as directed by the Engineer.

D. Excavated materials shall be placed in locations that do not create a hazard or interfere with access, drainage, construction operations, or completed portions of the Work.

1.05 MAINTENANCE OF PUBLIC ACCESS

A. The Contractor shall conduct construction operations in a manner that minimizes inconvenience to the Owner, public, adjacent property owners, and other persons using the area.

B. The Contractor shall provide safe pedestrian access to areas of the site that are required to remain accessible during construction, as directed by the Owner or Engineer.

C. Construction areas shall be adequately barricaded, fenced, or otherwise secured to prevent unauthorized access.

D. The Contractor shall coordinate the sequence of Work so that completed portions of the Project are protected and are not damaged by subsequent construction activities.

E. If construction activities require temporary closure of portions of the park or existing pedestrian facilities, the Contractor shall coordinate the closure with the Owner and Engineer prior to beginning the affected Work.

1.06 WATER FOR CONSTRUCTION PURPOSES

A. The Contractor shall provide and pay for water required for construction purposes unless specifically identified elsewhere in the Contract Documents as being provided by the Owner.

B. Water required for testing, cleaning, concrete placement, turf establishment, and other construction operations shall be provided by the Contractor unless otherwise specified.

C. Water service specifically identified in Section 116800 – Splash Pad System as being provided by the City of Gluckstadt shall be coordinated with the City and Engineer in accordance with the requirements of that Section.

1.07 CARE AND PROTECTION OF PROPERTY

A. The Contractor shall be responsible for the preservation of all public and private property and shall use every precaution necessary to prevent damage thereto.

B. If any damage is caused to public or private property as a result of the Contractor's operations, the Contractor shall restore the damaged property to its original or better condition at no additional cost to the Owner.

C. Existing sidewalks, curbing, fencing, landscaping, turf, trees, utilities, drainage structures, and other site features that are to remain shall be protected throughout construction.

D. Any existing site features damaged by the Contractor's operations shall be repaired or replaced as directed by the Engineer at no additional cost to the Owner.

E. The Contractor shall protect newly installed playground equipment, fitness equipment, splash pad components, sidewalks, fencing, turf, and other completed Work from damage caused by subsequent construction operations.

1.08 MAINTENANCE OF EXISTING DRAINAGE

A. The Contractor shall maintain existing drainage patterns and facilities throughout construction to the extent reasonably practicable.

B. Construction operations shall not unnecessarily obstruct existing drainage channels, inlets, pipes, swales, or other drainage facilities.

C. The Contractor shall take necessary measures to prevent ponding, erosion, sedimentation, or flooding caused by construction operations.

D. Any temporary drainage measures required to maintain existing drainage during construction shall be provided by the Contractor at no additional cost to the Owner unless otherwise provided for in the Contract Documents.

1.09 PROTECTION OF CONSTRUCTION AND EQUIPMENT

A. All newly constructed Work shall be carefully protected from damage. No wheeling, walking, storage of materials, operation of equipment, or placement of heavy loads on completed Work shall be permitted where such activities may damage the Work.

B. The Contractor shall protect playground equipment, fitness equipment, splash pad equipment, concrete sidewalks, fencing, turf, and other completed improvements from damage during construction.

C. Damaged Work shall be repaired or replaced by the Contractor at no additional cost to the Owner and to the satisfaction of the Engineer.

D. Equipment and materials shall be stored in locations approved by the Owner or Engineer and shall not interfere with construction activities or damage existing or completed improvements.

E. The Contractor shall maintain responsibility for the protection and safekeeping of all products and equipment stored on the site until final acceptance of the Work.

1.10 CLEANUP

A. During the course of the Work, the Contractor shall keep the site of operations in a clean and orderly condition.

B. The Contractor shall promptly remove construction debris, excess materials, packaging, excavated materials, concrete waste, and other refuse resulting from the construction operations.

C. Upon completion of the Work, the Contractor shall remove all surplus materials, temporary facilities, equipment, debris, and other items resulting from construction and shall leave the entire Project site in a clean, neat, and orderly condition.

D. Disturbed areas shall be restored in accordance with the applicable specification sections.

1.11 COORDINATION WITH OWNER

A. The Contractor shall coordinate construction activities with the City of Gluckstadt and the Engineer throughout the Project.

B. The Contractor shall provide sufficient advance notice to the Owner and Engineer for inspections, required approvals, equipment deliveries, utility connections, testing, startup, commissioning, and other activities requiring Owner or Engineer participation.

C. The Contractor shall coordinate with the City of Gluckstadt regarding Owner-provided water and electrical services required for the splash pad.

D. Prior to installation of the splash pad valve cabinet, the Contractor shall obtain approval from the City for the proposed cabinet location.

E. Prior to installation of the splash pad wastewater discharge line, the Contractor shall coordinate the proposed daylight location with the City.

F. Prior to Notice to Proceed, the Contractor shall submit the required splash pad renderings and layout to the City for review and confirmation that the proposed design meets the intent of the Contract Documents, as required by Section 116800 – Splash Pad System.

1.12 COOPERATION WITHIN THIS CONTRACT

A. All firms, subcontractors, suppliers, manufacturers, and persons authorized to perform Work under this Contract shall cooperate with the Contractor and with other trades performing Work under this Contract.

B. Each trade and subcontractor shall coordinate its Work with other portions of the Project to ensure that the Work is completed in a complete, functional, and workmanlike manner.

C. Cutting, patching, drilling, fitting, adjustment, and other incidental work required to properly coordinate the various components of the Project shall be performed by the Contractor or appropriate subcontractor unless otherwise indicated in the Contract Documents.

D. The Contractor shall be responsible for coordinating deliveries, equipment installation, utility connections, concrete work, fencing, turf installation, and other activities necessary for completion of the Project.

1.13 FINAL COORDINATION AND COMMISSIONING

A. Prior to final inspection, the Contractor shall verify that all playground equipment, outdoor fitness equipment, splash pad equipment, fencing, sidewalks, turf areas, utilities, and associated improvements have been completely installed and are ready for their intended use.

B. The Contractor shall correct any deficiencies identified during inspection prior to final acceptance.

C. The Contractor shall complete all required testing, startup, adjustment, training, documentation, and commissioning in accordance with the applicable specification sections.

END OF SECTION

SECTION 012900
APPLICATIONS FOR PAYMENT

PART 1 – GENERAL

1.1 REQUIREMENTS INCLUDED

Submit Applications for Payment to the ENGINNER in accordance with the Contract and Proposal and in the form required by the OWNER.

1.2 FORMAT AND DATA REQUIRED

A. Submit applications typed with items from Prices Bid Table typed on 8-1/2 inch x11 or 14-inch paper.

B. Provide detailed substantiating data on additional sheets, including paid invoices where applicable.

1.3 PREPARATION OF APPLICATION FOR PROGRESS PAYMENTS

A. Progress Payment Summary Sheet:
   1. Fill in required information, including that for Change Orders executed prior to date of submittal application, Analysis of Adjusted Contract Amount to Date, Analysis of work performed to date, Certification of Contractor, and Recommendation of Engineer.
   2. Execute certification with signature of a responsible employee of the CONTRACTOR.

B. Progress Payment Quantity Used Sheets:
   1. Fill in item from Prices Bid Table with item number, description, original contract quantity, unit cost, original contract total cost, quantity completed to date, total cost-to-date, and percent completion of item.
   2. To receive payment for materials stored on site, submit copies of the original paid invoices with the application for payment.

C. Progress Payment Stored Materials Sheets:
   1. Create table with the following columns:
      a. Description of stored material
      b. Received previous
      c. Received current
      d. Total received
      e. Total used
      f. Total stored
      g. Unit price
      h. Total cost
   2. Attach table to Application for Payment
   3. Stored materials shall be inventoried jointly prior to each application for payment.

1.4 ADDITIONAL REQUIREMENTS FOR APPLICATION OF PROGRESS PAYMENT

A. The CONTRACTOR is to maintain an updated set of record drawings in accordance with Section 901-S-121. As a prerequisite for monthly progress payments, the CONTRACTOR is to exhibit the updated record drawings for review by the ENGINEER.

B. Provide updated construction schedule showing work completed and work projected by month to the completion of the project if requested by ENGINEER.

1.5 PREPARATION OF APPLICATION FOR FINAL PAYMENT

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

B. Label progress payments “final.”

1.6 SUBMITTAL PROCEDURE

A. Submit monthly pay applications to the Engineer at the times agreed upon by the OWNER and CONTRACTOR.

B. A draft application shall be informally submitted to the ENGINEER who shall review the draft with the CONTRACTOR and make adjustments as appropriate. The CONTRACTOR shall then prepare a formal typed application using the informally approved amounts and submit six complete sets to the ENGINEER.

C. When the ENGINNER finds the application properly completed and correct, as informally approved, he will transmit four copies to the OWNER for payment with a copy to the CONTRACTOR.

PART 2 - PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 012905
CONSTRUCTION CHANGE REQUEST (CCR)

PART 1 – GENERAL

1.1 REQUIREMENT INCLUDED

A. Promptly implement Construction Change Request (CCR) procedures:
   1. Provide full written data required to evaluate changes.
   2. Maintain detailed records of work done on a time and material/Extra Work account basis.
   3. Provide full documentation to Owner on request.

B. Designate in writing the member of Contractor's organization:
   1. Who is authorized to accept changes in the work.
   2. Who is responsible for informing others in the Contractor's employ of the authorization of changes in the work.

C. Owner will designate in writing the person who is authorized to execute CCRs.

1.2 DEFINITIONS:

A. Construction Change Request (CCR): An approved written order covering changes in the plans or quantities or both, within the scope of the contract, and establishing the basis of payment and time adjustments for the work affected by the changes.

B. Supplemental Agreement : A written agreement by the parties of the contract covering alterations or Extra Work necessary for the completion of the contract.

C. Contractor may initiate a change by submitting a written notice to the Owner containing:
   1. Description of the proposed change.
   2. Statement of the reason for making the change.
   3. Statement of the effect on the Contract Price and the Contract Time.
   4. Statement of the effect on the work of other contractors.
   5. Documentation supporting any change in Contract Price or Contract Time as appropriate and adequate for proper review by the Owner.

1.3 CONSTRUCTION CHANGE AUTHORIZATION

A. CCR's will describe changes in the Work, both additions and deletions, with attachment of revised Contract Documents to define details of the change and will designate the method of determining any change in the Contract Sum and any change in Contract Time.
B. Owner will sign and date the CCR's as authorization for the Contractor to proceed with the change.

1.4 DOCUMENTATION OF PROPOSALS AND CLAIMS

A. Contractor shall support proposed lump sum proposal pricing and each unit price which has not previously been establishment with sufficient substantiating data to allow the Owner to evaluate the pricing.
B. Contractor shall provide the following data to support proposed time and pricing of both lump sum proposals, unit pricing, and time and material proposals:
   1. Labor required.
   2. Equipment required.
   3. Products required.
      a. Recommended source of purchase and unit cost.
      b. Quantities required.
   4. Taxes, insurance, and bonds.

5. Credit for work deleted from Contract, similarly documented.
6. Overhead and profit. (See 11.5 for limits)
7. Justification for any change in Contract Time.

C. In addition, Contractor shall support each claim for work done on a time-and material/Extra Work basis with the following additional information:
   1. Dates and times work was performed and by whom.
   2. Time record, summary of hours worked, and hourly rates paid.
   3. Receipts and invoices for:
      a. Equipment used, listing dates and times of use.
      b. Products used, listing quantities purchased.
      c. Subcontractors used, showing the same data as above.

1.5 PREPARATION OF CCR

A. Owner will prepare each CCR.

B. Form: As supplied by the Owner.

C. CCR will describe changes in the work, both additions and deletions, with attachments of revised Contract Documents to define details of the change.

D. CCR will provide an accounting of the adjustment in the Contract Price and in the Contract Time.

E. Should the execution a CCR require a Supplemental Agreement, due to alterations or Extra Work needed for completion of the contract, the Owner will prepare said agreement to be signed and executed by the Contractor, the Contractor's surety, the Engineer, the Architect, and the Owner.

1.6 LUMP SUM/FIXED PRICE CCR

A. Owner initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor.

B. Once Owner has completed and signed the form; all copies will be sent to Contractor for execution. The Contractor shall execute the CCR and return it to the Owner within seven days. Owner will make distribution of executed copies.

1.7 UNIT PRICE CCR

A. Content of CCR's will be based on either:
   1. Owner's definition of the scope of the required changes.
   2. Contractor's Proposal for a change.
   3. Survey of complete work.

B. The amounts of the unit prices to be:
   1. Those stated in the Contract Bid Form.
   2. Those mutually agreed upon between Owner and Contractor in the Supplemental Agreement.

1.8 CORRELATION WITH CONTRACTOR'S SUBMITTAL

A. Contractor shall revise monthly the Schedule of Values and Application for Payment forms to record each CCR as separate item of work and to record the adjusted Contract Price.
B. Contractor shall revise monthly the Construction Schedule to reflect each change in Contract Time, to include sub schedules to show changes for other items of work affected by the changes.

C. Upon completion of work under a CCR, the Contractor shall enter pertinent changes in Record Documentations.

1.9 PROCEDURES WHEN CONTRACTOR DOES NOT EXECUTE THE CCRS

It is anticipated that at the time of submittal to the Contractor, negotiations will have been completed with all parties agreeing to the change(s) in the work, change in Contract Price, and change in Contract Time. In the event that no agreement can be reached and the Contractor fails to execute the CCR within the specified time limit, the Owner may issue a CCR without signature of the Contractor establishing change to Contract Price or Contract Time. The Contractor will then be paid or assessed time on the basis of the CCR for the change in work with the Contractor not relinquishing his rights to submit a claim.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 012910
SUBMITTALS

PART 1 – GENERAL

1.1 SECTION INCLUDES

A. Submittal Procedures
B. Product Data
C. Shop Drawings
D. Samples
E. Manufacturer's Certificates
F. Manufacturer's Instructions
G. Manufacturer's Literature
H. Manufacturer's Installation Specifications
I. Manufacturer's Operation Manuals
J. Manufacturer's Maintenance Instructions
K. Product and System Layouts
L. Record and Closeout Submittals

1.2 SUBMITTAL PROCEDURES

A. Transmit each submittal on a form acceptable to the Engineer. Submit all required information to the attention of the Engineer.

B. Sequentially number each submittal transmittal. Resubmittals shall retain the original submittal number followed by a sequential alphabetic suffix.

C. Clearly identify the Project, Contractor, subcontractor, supplier, manufacturer, applicable Specification Section, product, system, and other pertinent information necessary to identify the purpose of the submittal.

D. Prior to submission to the Engineer, the Contractor shall review, approve, stamp, and sign or initial each submittal. The Contractor's approval shall certify that the Contractor has:

1. Reviewed and coordinated the submittal with the requirements of the Contract Documents.
2. Verified applicable products, materials, quantities, dimensions, and field conditions.
3. Coordinated the submittal with adjacent construction and related Work.
4. Verified that the proposed materials and equipment are suitable for their intended use.
5. Identified deviations or variations from the requirements of the Contract Documents.

E. Submittals that have not been reviewed and approved by the Contractor prior to submission may be returned without review.

F. Send or deliver submittals to:

McMaster & Associates, Inc.
212 Waterford Square, Suite 300
Madison, MS 39110

G. Allow five (5) to ten (10) days for each submittal review, excluding delivery time to and from the Contractor, unless otherwise specified in the individual Specification Sections.

H. Review time shall commence upon receipt of a complete submittal by the Engineer. Incomplete submittals may be returned without review.

I. Clearly identify all deviations, substitutions, variations, and limitations of the proposed product or system from the requirements of the Contract Documents. Failure to specifically identify a deviation shall not relieve the Contractor from complying with the Contract Documents.

J. Provide adequate space on each submittal for the Contractor's and Engineer's review stamps.

K. When submitting revised information, clearly identify all revisions made since the previous submission.

L. Distribute copies of reviewed submittals to subcontractors, suppliers, manufacturers, installers, and other parties as necessary for proper coordination and completion of the Work.

M. Promptly notify the Engineer of any inability to comply with the requirements of the Contract Documents identified during preparation or review of a submittal.

N. Engineer's review of a submittal is for general conformance with the design concept and requirements of the Contract Documents and shall not relieve the Contractor of responsibility for dimensions, quantities, field conditions, coordination, fabrication processes, construction means and methods, installation, safety, or compliance with the Contract Documents.

O. Approval or review of a submittal containing deviations from the Contract Documents shall not constitute approval of such deviations unless the deviations have been specifically identified by the Contractor and specifically accepted in writing by the Engineer.

P. Contractor shall not order materials or equipment, begin fabrication, or begin installation when the applicable individual Specification Section specifically requires Engineer approval of the submittal prior to such action.

1.3 PRODUCT DATA

A. Submit the number of copies required by the Owner or Owner's Representative, plus at least one (1) additional copy to be retained by the Engineer.

B. Clearly mark each copy to identify the specific products, models, sizes, options, accessories, finishes, and other information applicable to the Project.

C. Where manufacturer's standard literature contains information for multiple products or models, clearly identify the specific product proposed for use.

D. Supplement manufacturer's standard product data with additional information necessary to demonstrate compliance with Project-specific requirements.

E. Product Data shall include, as applicable:

1. Manufacturer and product identification.
2. Model number.
3. Materials and construction.
4. Dimensions.

5. Performance characteristics.
6. Installation requirements.
7. Utility requirements and connections.
8. Accessories and components.
9. Finishes and colors.
10. Warranty information.

F. After review, distribute Product Data in accordance with the Submittal Procedures specified herein.

1.4 SHOP DRAWINGS

A. Prepare Shop Drawings in a clear and accurate manner and at a scale sufficient to show all pertinent aspects of the Work, including dimensions, elevations, layouts, connections, attachment methods, anchorage, interfaces with adjacent construction, and other information necessary for proper installation.

B. Reproduction of all or a portion of the Engineer's Contract Drawings, when applicable, for submission as Shop Drawings will not be accepted unless specifically authorized by the Engineer.

C. Title each Shop Drawing with the Project name, Project location, Contractor, subcontractor or supplier, applicable Specification Section, and Engineer's Project number.

D. Shop Drawings shall show, as applicable:

1. Overall dimensions and configuration.
2. Equipment and component locations.
3. Materials and finishes.
4. Foundations, supports, and anchorage.
5. Utility requirements and connection points.
6. Piping, conduit, drainage, and other associated components.
7. Required clearances and access.
8. Interfaces with adjacent Work.
9. Applicable field dimensions and elevations.
10. Manufacturer and model numbers of equipment shown.

E. Each Shop Drawing or sheet shall be reviewed and approved by the Contractor prior to submission to the Engineer.

F. Where an individual Specification Section requires approval of Shop Drawings prior to ordering, fabrication, or construction, the Contractor shall not proceed with the affected Work until the required Shop Drawings have been reviewed and approved by the Engineer.

G. Work performed contrary to reviewed Shop Drawings or the requirements of the Contract Documents shall be corrected by the Contractor at no additional cost to the Owner.

1.5 PRODUCT AND SYSTEM LAYOUTS

A. Where required by an individual Specification Section, submit scaled layouts showing the proposed arrangement and installation of equipment, systems, and associated improvements.

B. Layouts shall include sufficient dimensions, elevations, slopes, equipment locations, utility connections, drainage, foundations, clearances, and other information necessary for the Engineer and Owner to evaluate the proposed installation.

C. Where the Contractor or equipment manufacturer is responsible for developing the final arrangement of a system based upon performance or design criteria established by the Contract Documents, the Contractor shall coordinate and verify the complete system layout prior to submission.

D. Approval of a layout shall not relieve the Contractor from responsibility for field verification, dimensions, quantities, coordination, code compliance, manufacturer requirements, or proper operation of the completed system.

1.6 SAMPLES

A. Include proper identification on each Sample, including the Project name, Contractor, manufacturer, product identification, applicable Specification Section, and a complete description of the intended use.

B. Submit the number of Samples specified in the individual Specification Sections. Unless otherwise specified, one (1) approved Sample may be retained by the Engineer.

C. Where applicable, Samples shall accurately represent the material, color, texture, finish, workmanship, and other characteristics proposed for the Work.

D. Reviewed Samples that may be incorporated into the Work will be identified in the applicable individual Specification Section.

E. Samples will not be used for testing purposes unless specifically required by the Contract Documents.

1.7 MANUFACTURER'S CERTIFICATES

A. When required by an individual Specification Section, submit certifications from the manufacturer, installation/application subcontractor, or Contractor in quantities specified for Product Data.

B. Certifications shall state that the applicable material, product, equipment, or installation meets or exceeds the requirements of the Contract Documents.

C. Submit supporting test data, affidavits, certifications, and other documentation as appropriate to demonstrate compliance.

D. Certificates may include recent or previous test results for the applicable material or product, subject to acceptance by the Engineer.

1.8 MANUFACTURER'S INSTRUCTIONS

A. When required by an individual Specification Section, submit manufacturer's printed instructions for delivery, storage, handling, assembly, installation, startup, testing, adjustment, operation, finishing, and maintenance, as applicable.

B. Manufacturer's instructions shall be specific to the products and equipment proposed for use on the Project.

C. Where manufacturer's instructions conflict with the Contract Documents, notify the Engineer prior to proceeding with the affected Work.

1.9 MANUFACTURER'S LITERATURE

A. Submit manufacturer's current technical literature when required by an individual Specification Section.

B. Clearly identify the specific product, model, option, and configuration proposed for the Project.

C. Manufacturer's literature shall contain sufficient information to demonstrate compliance with the applicable requirements of the Contract Documents.

1.10 MANUFACTURER'S INSTALLATION SPECIFICATIONS

A. Submit manufacturer's installation specifications and recommendations when required by an individual Specification Section.

B. Installation requirements shall include applicable foundations, anchorage, clearances, utility connections, assembly procedures, tolerances, testing, startup, and other requirements necessary for proper installation.

C. Install products and equipment in accordance with the manufacturer's approved installation requirements unless more stringent requirements are established by the Contract Documents.

1.11 OPERATION AND MAINTENANCE INFORMATION

A. When required by an individual Specification Section, submit manufacturer's operation and maintenance information for equipment and systems furnished under the Contract.

B. Operation and maintenance information shall include, as applicable:

1. Operating instructions.
2. Startup and shutdown procedures.
3. Recommended maintenance procedures and schedules.
4. Troubleshooting information.
5. Parts lists.
6. Manufacturer and supplier contact information.
7. Warranty information.
8. Recommended replacement parts.
9. Controls and programming information.

C. Submit final operation and maintenance information to the Owner prior to final completion unless otherwise approved by the Engineer.

1.12 RECORD AND CLOSEOUT SUBMITTALS

A. Submit record drawings, as-built information, warranties, operation and maintenance manuals, training documentation, test reports, certificates, and other closeout information when required by the individual Specification Sections.

B. Record information shall accurately reflect the final installed condition of the Work, including deviations from approved Shop Drawings and layouts.

C. Submit required closeout documentation prior to final completion unless otherwise approved by the Engineer.

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

NOT USED

END OF SECTION

SECTION 013210
CONSTRUCTION SCHEDULES

PART1 - GENERAL

1.1 REQUIREMENTS INCLUDED

A. The CONTRACTOR shall comply with the scheduling requirements of the General Conditions and Contract Documents.

B. The CONTRACTOR shall prepare, submit, maintain, and periodically update a construction progress schedule demonstrating the sequence and timing of the Work.

C. The schedule shall demonstrate the CONTRACTOR'S plan to complete all Work within the Contract Time and no later than the required completion date of August 31, 2027.

D. The CONTRACTOR shall coordinate procurement, submittals, fabrication, delivery, installation, testing, inspections, corrective work, and closeout activities with the construction schedule.

1.2 FORM OF SCHEDULES

A. Prepare schedules in the form of a horizontal bar chart or other similar format acceptable to the ENGINEER.

1. Provide a separate activity or horizontal bar for each major trade, operation, or element of the Work.
2. Provide a horizontal time scale sufficient to clearly indicate the planned duration and sequence of activities.
3. Provide sufficient scale and spacing to allow for notations and future revisions.
4. Minimum sheet size shall be 8-1/2 inches by 11 inches or larger as necessary for legibility.

B. Organize activities in a logical sequence generally corresponding with the major elements of the Work and applicable Specification Sections.

C. Clearly identify major milestones, submittals, procurement activities, construction activities, inspections, testing, substantial completion, punch-list work, and final completion.

1.3 CONTENT OF SCHEDULE

A. Construction Progress Schedule:

1. Show the complete sequence of construction by major activity.
2. Show planned beginning and completion dates for each major element of construction.
3. Show the interrelationship and sequencing of activities where completion of one activity affects another.
4. Show projected percentage of completion for major items as of the first day of each month.
5. Show anticipated monthly progress and payment amounts.
6. Include sufficient time for testing, inspections, corrective work, punch-list completion, site restoration, and final closeout prior to the required completion date.

B. Submittals and Procurement:

1. Show dates for CONTRACTOR'S submission of Shop Drawings, Product Data, Samples, and other required submittals.
2. Allow reasonable time for ENGINEER review and for resubmittal when required.
3. Identify major equipment and materials requiring fabrication, manufacturing, or extended delivery periods.
4. Show anticipated dates for approval, ordering, fabrication, delivery, and installation of long-lead items.

5. Long-lead items shall include, as applicable, playground equipment, outdoor fitness equipment, splash pad equipment and components, artificial turf and safety surfacing systems, fencing, specialty site furnishings, and other manufactured items necessary to complete the Work.
6. The CONTRACTOR shall make required submittals and place orders sufficiently early to avoid delays to the Work and to maintain the required completion date.

C. Review of the construction schedule or submittal schedule by the ENGINEER shall not relieve the CONTRACTOR of responsibility for timely procurement, coordination, sequencing, or completion of the Work within the Contract Time.

1.4 PROGRESS REVISIONS

A. Update the construction schedule periodically throughout the Work and submit an updated schedule with each monthly Application for Payment, unless otherwise approved by the ENGINEER.

B. Indicate actual progress of each activity through the date of submission.

C. Show changes occurring since the previous schedule submission, including:

1. Major changes in scope.
2. Activities modified since the previous submission.
3. Actual start and completion dates.
4. Revised projections of progress and completion.
5. Changes in procurement or anticipated delivery dates.
6. Other identifiable changes affecting the progress of the Work.

D. Where the updated schedule indicates that the Work is behind schedule or that the required completion date may not be achieved, provide a brief narrative describing:

1. Problem areas and causes of delay.
2. Impact of the delay on remaining Work.
3. Corrective actions proposed to recover lost time.
4. Adjustments to sequencing, manpower, equipment, procurement, or other operations proposed to maintain the required completion date.

E. Schedule updates shall not constitute approval of an extension of Contract Time. Changes to the Contract Time shall only be made in accordance with the Contract Documents.

1.5 SUBMISSIONS

A. Submit the initial construction schedule in accordance with the General Conditions and prior to commencement of significant construction activities.

B. The ENGINEER will review the schedule and return comments, if any, within ten (10) calendar days after receipt.

C. If revisions are required, the CONTRACTOR shall resubmit the schedule within seven (7) calendar days after receipt of review comments.

D. Updated schedules shall be submitted with each monthly Application for Payment unless otherwise approved by the ENGINEER.

PART 2 – PRODUCTS
NOT USED

PART 3 – EXECUTION
NOT USED

END OF SECTION

SECTION 014510
TESTING LABORATORY SERVICES

PART 1 GENERAL

1.1 REQUIREMENTS INCLUDED

A. The Owner will employ and pay for the services of an independent testing laboratory to perform testing specifically required by the Contract Documents. The Owner may also elect to have materials, equipment, or completed Work tested for compliance with the Contract Documents.

B. Employment of the testing laboratory shall in no way relieve the Contractor of its responsibility to perform the Work in accordance with the Contract Documents.

1.2 LIMITATIONS OF AUTHORITY OF TESTING LABORATORY

A. The testing laboratory is not authorized to:

1. Release, revoke, alter, or enlarge upon the requirements of the Contract Documents.
2. Approve or accept any portion of the Work.
3. Perform any duties or responsibilities of the Contractor.

1.3 CONTRACTOR'S RESPONSIBILITIES

A. Cooperate with laboratory personnel, provide access to the Work, and comply with reasonable requirements necessary to perform inspections, sampling, and testing.

B. Secure and deliver to the laboratory adequate quantities of representative samples of materials proposed for use where testing is required.

C. Provide to the laboratory proposed mix designs for concrete and other materials requiring control or testing by the laboratory.

D. Materials and equipment used in the performance of the Work are subject to inspection and testing at the point of manufacture, fabrication, or installation. Where required by the Contract Documents or requested by the ENGINEER, the Contractor shall provide certificates or statements from manufacturers or fabricators verifying that materials and equipment comply with the specified requirements. Costs associated with providing required manufacturer certifications shall be considered incidental to the Work, and no additional compensation will be allowed.

E. Furnish incidental labor and facilities necessary:

1. To provide access to Work to be tested.
2. To obtain and handle samples at the Project site or source of the product to be tested.
3. To facilitate inspections and tests.
4. To provide suitable storage and curing of test samples where required.

F. Notify the testing laboratory at least 24 hours in advance of operations requiring testing to allow for scheduling and assignment of personnel.

G. Employ and pay for the services of the same or a separate, equally qualified independent testing laboratory to perform additional inspections, sampling, or testing required for the Contractor's convenience or required because of defective or nonconforming Work, when approved by the Owner or ENGINEER.

PART 2 – PRODUCTS
NOT USED

PART 3 – EXECUTION
NOT USED

END OF SECTION

SECTION 017113
MOBILIZATION

PART 1 - GENERAL

A. Mobilization and Demobilization shall consist of all moving in, including preparatory work and operations and moving out, including all dismantling and clean-up work operations performed by the CONTRACTOR.

B. Mobilization shall include the movement of all labor, equipment, supplies and incidentals to the project site; establishment of facilities necessary for work on the project; and other work and operations which must be performed or costs not directly attributable to other pay items, exclusive of bidding costs, which must be incurred by the CONTRACTOR before beginning and during the early stages of production work on the project site.

B. Demobilization shall include the movement of all labor, equipment, supplies and incidentals from the project site; dismantling and removal of temporary facilities; clean-up of the project site and all work areas; and other work and operations which must be performed or costs not directly attributable to other pay items which must be incurred by the CONTRACTOR after completion of certain items or work and all other work on the Contract has been completed.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

PART 4 - COMPENSATION

4.01 MEASUREMENT

A. The percentage of the lump sum amount for this section will be measured in accordance with the Mobilization schedule submitted by the CONTRACTOR and approved by the ENGINEER within the following limitations:

% of Total Contract Earned*	% of Maximum Lump Sum This Item Allowed
10%	40%
25%	60%
80%	90%

B. When all work under this contract is completed by the CONTRACTOR and accepted by the ENGINEER, one hundred percent (100%) of the Lump Sum Amount will be allowed.

C. Total earned will be equal to certified estimates approved by the ENGINEER exclusive of the Mobilization Lump Sum and Materials Stored Amounts.

END OF SECTION

SECTION 017123
FIELD ENGINEERING

PART 1 – GENERAL

1.1 REQUIREMENTS INCLUDED

A. The Contractor shall provide and pay for field engineering services for:

1. Survey work required in execution of the Work.
2. Civil, structural, or other professional engineering services specified or required to execute the Contractor's construction methods.

B. The method of field staking for construction of the Work shall be at the option of the Contractor. The Owner or Engineer will provide available reference information and existing control points, if any. The Contractor shall be responsible for establishing all additional control, lines, grades, elevations, and layout necessary to complete the Work.

C. The accuracy of any method of staking shall be the responsibility of the Contractor. All engineering for vertical and horizontal control necessary for construction shall be the responsibility of the Contractor.

D. The Contractor shall be held responsible for the preservation of all stakes and marks. If any stakes or marks are disturbed by the Contractor, the Contractor shall not proceed with affected Work until such points, marks, lines, and elevations necessary for prosecution of the Work have been reestablished.

E. The Contractor shall provide competent personnel to perform the layout and staking necessary for construction of the Work. Where professional surveying services are required to establish or verify survey control, property boundaries, critical elevations, or other locations requiring professional surveying, such services shall be performed by a Professional Surveyor licensed in the State of Mississippi. The Contractor shall be responsible for the proper location, alignment, and elevation of the Work.

1.2 SURVEY REFERENCE POINTS

A. Locate and protect control points prior to starting site work and preserve all permanent reference points during construction.

1. Make no changes or relocations without prior written notice to the Engineer.
2. Report to the Engineer when any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations.

1.3 PROJECT SURVEY REQUIREMENTS

A. Establish temporary benchmarks as needed, referenced to available survey control points. Record locations, with horizontal and vertical data, on Record Drawings.

B. Establish lines, levels, grades, and locations, by instrumentation or other appropriate means, for:

1. Playground improvements and equipment.
2. Outdoor fitness improvements and equipment.
3. Splash pad improvements and equipment.
4. Fencing and gates.
5. Concrete sidewalks and other paved improvements.
6. Turf areas and minor site grading.
7. Utilities, drainage improvements, and other site improvements included in the Work.

C. From time to time, verify layouts by the same or equivalent methods.

D. Establish all required lines, grades, elevations, and locations prior to construction of the applicable improvements.

1.4 RECORDS

A. Maintain a complete and accurate log of control and survey work as it progresses.

1.5 SUBMITTALS

A. On request of the Engineer, submit documentation verifying the accuracy of field engineering work.

B. Submit Record Drawings showing the final locations and elevations of constructed improvements where applicable, including utilities, drainage facilities, splash pad components, and other improvements requiring horizontal or vertical location records.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 017400
CLEANING

PART 1-GENERAL

1.1 REQUIREMENTS INCLUDED

Cleaning shall include daily “policing” of the Work and surrounding areas to clear general debris, waste paper, packaging, wood scraps, concrete debris, excess materials, and other objectionable material, along with the final cleanup of the site required for project acceptance.

1.2 DISPOSAL REQUIREMENTS

Conduct cleaning and disposal operations to comply with applicable codes, ordinances, regulations, and anti-pollution laws.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.1 DURING CONSTRUCTION

A. Execute daily cleaning to keep the Work, the site, and adjacent properties free from accumulations of waste materials, rubbish, and windblown debris resulting from construction operations.

B. Provide onsite containers for the collection of waste materials, debris, and rubbish. All waste materials, including containers, food debris, packaging, and other miscellaneous materials, shall be properly disposed of in onsite containers.

C. Remove waste materials, debris, and rubbish from the site periodically and dispose of at legal disposal areas away from the site.

D. Keep playground, splash pad, outdoor fitness, sidewalk, turf, and other completed or partially completed areas free from construction debris and materials that could damage completed improvements or create a hazard to workers or the public.

3.2 FINAL CLEANING

A. Employ skilled workmen for final cleaning.

B. Remove excess materials, concrete debris, excavation spoils, packaging, temporary materials, and other construction debris from the Project site.

C. Broom clean concrete sidewalks, splash pad surfaces, and other paved surfaces; rake clean landscaped, turf, and other ground surfaces as appropriate.

D. Clean debris from drainage facilities, pipes, inlets, and other drainage improvements affected by the Work.

E. Clean playground equipment, outdoor fitness equipment, splash pad equipment and surfaces, fencing and gates, and other exposed finished improvements. Remove dirt, labels, protective coverings, adhesives, markings, and construction residue as appropriate without damaging finished surfaces.

F. Prior to Final Completion or Owner occupancy, Contractor shall conduct an inspection of exposed surfaces and all work areas to verify that the entire Work is clean and ready for its intended use.

END OF SECTION

SECTION 017700
CONTRACT CLOSEOUT

PART 1-GENERAL

1.1 REQUIREMENTS INCLUDED

The Contractor shall comply with the requirements stated in the Specifications for administrative procedures in closing out the Work.

1.2 SUBSTANTIAL COMPLETION

A. When the Contractor considers the Work substantially complete, he shall submit to the Engineer:

1. A written notice that the Work, or designated portion thereof, is substantially complete.
2. A list of items to be completed or corrected.

B. Within seven (7) calendar days after receipt of such notice, the Engineer will make an inspection to determine the status of completion. The Engineer's opinion as to the status of completion shall be based on completion of the following, as applicable:

1. Should the Engineer determine that the Work is not substantially complete:

   a. The Engineer will promptly notify the Contractor in writing, giving the reasons therefore in accordance with the General and Supplemental Conditions.

   b. Contractor shall remedy the deficiencies in the Work and send a second written notice of Substantial Completion to the Engineer.

   c. The Engineer shall reinspect the Work.

2. When the Engineer finds that the Work is substantially complete, the Engineer will:

   a. Prepare and deliver to the Owner a tentative Certificate of Substantial Completion with a tentative list of items to be completed or corrected before final payment.

   b. After consideration of any objections made by the Owner as provided in the General and Supplemental Conditions of the Contract, and when the Engineer considers the Work substantially complete, the Engineer will execute and deliver to the Contractor a Certificate of Substantial Completion with a revised list of items to be completed or corrected.

1.3 FINAL INSPECTION

A. When the Contractor considers the Work complete, he shall submit written certification that:

1. Contract Documents have been reviewed.
2. Work has been inspected for compliance with the Contract Documents.
3. Work has been completed in accordance with the Contract Documents.
4. Equipment and systems have been installed, tested, started, adjusted, and demonstrated as required by the Contract Documents and are operational. This shall include, as applicable, playground equipment, outdoor fitness equipment, splash pad equipment and systems, gates and hardware, and other equipment furnished under the Contract.
5. Required Owner training for operation and maintenance of equipment and systems has been completed, where applicable.
6. Work is complete and ready for final inspection.

B. The Engineer will make an inspection to verify the status of completion within seven (7) calendar days after receipt of such certification.

C. Should the Engineer consider that the Work is incomplete or defective:

1. The Engineer will promptly notify the Contractor in writing, listing the incomplete or defective Work.
2. Contractor shall take immediate steps to remedy the stated deficiencies and send a second written certification to the Engineer that the Work is complete.
3. The Engineer will reinspect the Work.

D. When the Engineer finds that the Work is acceptable under the Contract Documents, he shall request the Contractor to make closeout submittals.

1.4 RE-INSPECTION FEES

Should the Engineer perform re-inspection due to failure of the Work to comply with the claims of status of completion made by the Contractor:

A. Engineer will be compensated for such additional services.

B. Engineer will deduct the amount of such compensation from the final payment to the Contractor.

1.5 CONTRACTOR'S CLOSEOUT SUBMITTALS TO ENGINEER

A. Warranties and Bonds: Requirements of Section 017850 – Warranties.

B. Certificate of Insurance for Products and Completed Operations.

C. Record Drawings and as-built information required by the Contract Documents.

D. Manufacturer's operation and maintenance manuals, instructions, and other documentation required by the Contract Documents.

E. Manufacturer's warranties and extended warranties required for playground equipment, outdoor fitness equipment, splash pad equipment and systems, fencing, surfacing, and other products or equipment furnished under the Contract, as applicable.

F. Documentation of required testing, startup, commissioning, and Owner training, as applicable.

G. Other closeout documents specifically required by individual Specification Sections.

1.6 FINAL ADJUSTMENT OF ACCOUNTS

A. Submit a final statement of accounting to the Engineer.

B. Statement shall reflect all adjustments to the Contract Sum:

1. The original Contract Sum.
2. Additions and deductions resulting from:

a. Previous CCR.

b. Deductions for uncorrected Work.

c. Penalties and bonuses.

d. Deductions for liquidated damages.

e. Deductions for re-inspection payments.

f. Other adjustments.

3. Total Contract Sum, as adjusted.
4. Previous payments.
5. Sum remaining due.

C. Engineer will prepare a final CCR reflecting approved adjustments to the Contract Sum which were not previously made by CCR.

1.7 APPLICATION FOR PAYMENT

Upon receipt of approval of the final CCR, the Contractor shall submit an Application for Payment in accordance with procedures and requirements stated in the Specifications.

1.8 CONTRACT CLEAR LIEN CERTIFICATE AND PAYMENT OF RETAINAGE

A. Upon receipt of the Engineer's acceptance of the Work, the Contractor shall submit an affidavit that the Project is clear of all material and labor liens.

B. Upon receipt of the affidavit of clear liens, the Contractor shall submit an Application for Payment to the Engineer requesting release of the Project retainage.

C. The Engineer shall review the Application for Payment of Project retainage and, if in order, shall submit the Application for Payment and supporting documentation to the Owner for payment.

D. The Owner shall release the Project retainage and make payment to the Contractor of the amount to which the Contractor is entitled in accordance with the Contract **Documents.**

PART 2-PRODUCTS (NOT USED)

PART 3-EXECUTION (NOT USED)

END OF SECTION

SECTION 017840
PROJECT RECORD DOCUMENTS

PART 1-GENERAL

1.1 REQUIREMENTS INCLUDED

Maintain at the site for the Owner one record copy of:

A. Conformed Drawings, sketches, and layouts, as applicable.

B. Conformed Specifications.

C. CCR's and other Modifications to the Contract.

D. Engineer's Field Orders or written instructions.

E. Approved Shop Drawings, Working Drawings, and Samples.

F. Field test records.

G. Construction photographs.

H. Latest approved Progress Schedule.

I. Manufacturer's installation information and approved equipment layouts, as applicable.

1.2 MAINTENANCE OF DOCUMENTS AND SAMPLES

A. Store documents and samples in a manner and location to prevent damage.

1. Provide files and racks for storage of documents.
2. Provide secure storage space for storage of samples.

B. File documents and samples in an orderly manner.

C. Maintain documents in clean, dry, legible condition and in good order. Do not use Record Documents for construction purposes.

D. Make documents and samples available at all times for inspection by the Owner and Engineer.

E. As a prerequisite for monthly progress payments, the Contractor shall exhibit the currently updated Record Documents for review by the Owner or Engineer.

1.3 MARKING DEVICES

Provide suitable marking devices for recording information using the color code designated by the Owner or Engineer.

1.4 RECORDING

A. Label each document “PROJECT RECORD.”

B. Record information concurrently with construction progress. Do not conceal Work until required record information has been documented.

C. Legibly mark Contract Drawings, sketches, layouts, and approved Shop Drawings, as applicable, to record actual construction:

1. The Contractor shall use the following color code in marking Record Documents:

a. Yellow for no change.

b. Red to indicate additions, deletions, and changes.

2. Record actual locations and elevations of constructed improvements where applicable, including:

a. Splash pad drainage piping, drain boxes, water lines, feature lines, valves, valve cabinet, and other concealed splash pad components.

b. Underground electrical conduits and other underground utilities installed as part of the Work.

c. Drainage facilities and associated invert elevations, where applicable.

d. Playground equipment, outdoor fitness equipment, splash pad equipment, fencing, gates, sidewalks, and other major site improvements where locations differ from the approved layout or Contract Documents.

e. Final grades and elevations where necessary to document proper drainage or where specifically requested by the Engineer.

3. Record locations of utilities, piping, conduits, and other appurtenances concealed by construction by referencing them to permanent, visible, and readily identifiable features.
4. Record field changes in dimensions, locations, elevations, and details.
5. Record changes made by Field Directive or CCR.
6. Record details not included in the original Contract Documents but necessary to accurately represent the completed Work.

D. Specifications and Addenda: Legibly mark each applicable Section to record:

1. Manufacturer, trade name, model or catalog number, and supplier of each significant product and item of equipment actually installed.
2. Changes made by Field Directive or CCR.

E. Maintain final approved Shop Drawings and equipment layouts showing changes made during construction.

1.5 SUBMITTAL

A. At Contract Closeout, deliver Record Documents to the Owner through the Engineer.

B. Record Documents shall be complete and reflect the actual completed construction to the extent reasonably ascertainable from the Contractor's records.

C. Accompany submittal with a transmittal letter containing:

1. Date.
2. Project title and number.
3. Contractor's name and address.
4. Title and number of each Record Document.
5. Signature of Contractor or authorized representative.

PART 2-PRODUCTS

PART 3-EXECUTION

END OF SECTION

SECTION 017850
WARRANTIES

PART 1-GENERAL

1.1 REQUIREMENTS INCLUDED

A. Compile specified warranties and bonds as required by the Contract Documents.

B. Co-execute submittals when so specified.

C. Review submittals to verify compliance with the Contract Documents.

D. Submit warranties and bonds to the Owner through the Engineer for review.

1.2 SUBMITTAL REQUIREMENTS

A. Assemble and include warranties, bonds, and service and maintenance agreements, where required, executed by the respective manufacturers, suppliers, installers, and subcontractors, including effective dates.

B. Number of original signed copies required: Two (2) each, where originals are available or required.

C. Provide a Table of Contents, neatly typed and arranged in orderly sequence. Provide complete information for each item, including:

1. Product, equipment, system, or Work item.
2. Manufacturer, supplier, installer, or other responsible firm, including name of principal or contact person, address, telephone number, and available contact information.
3. Scope of warranty.
4. Date warranty or bond begins.
5. Duration of warranty.
6. Information for Owner's personnel, including:

a. Proper procedure and contact information in case of failure.

b. Conditions or actions which may affect the validity of the warranty or bond.

7. Contractor's name, responsible principal, address, and telephone number.

1.3 FORM OF SUBMITTALS

A. Prepare in duplicate packets.

B. Format:

1. Size: 8-1/2 inches by 11 inches. Arrange documents in a suitable binder.
2. Cover: Identify each packet with the title “WARRANTIES AND BONDS” and list:

a. Title of Project.

b. Name of Contractor.

C. Binders: Commercial quality, three-ring “D” ring binder with durable and cleanable covers and maximum spine width of 2 inches.

1.4 WARRANTY REQUIREMENTS

A. Unless a longer warranty period is specified elsewhere in the Contract Documents, all Work, materials, products, equipment, and systems furnished under the Contract shall be warranted for a minimum period of one (1) year following the date of Substantial Completion and acceptance for operation by the Owner.

B. The Contractor shall warrant the Work against defects in workmanship, materials, installation, and performance during the applicable warranty period and shall promptly correct defective Work at no additional cost to the Owner.

C. Manufacturer's warranties shall be provided for products, equipment, and systems where required by the Contract Documents or normally provided by the manufacturer.

D. Where an individual Specification Section, manufacturer's standard warranty, approved submittal, or other requirement of the Contract Documents provides a warranty period longer than one (1) year, the longer warranty period shall apply.

E. Manufacturer's warranties shall be in addition to, and shall not limit or reduce, the Contractor's obligations under the Contract Documents.

F. The Contractor shall be responsible for coordinating warranty claims during the Contractor's warranty period and shall assist the Owner in obtaining corrective action from manufacturers, suppliers, installers, and subcontractors as applicable.

G. Warranty periods shall commence on the date of Substantial Completion unless a different commencement date is specifically stated in the applicable Specification Section or approved warranty.

1.5 PROJECT-SPECIFIC WARRANTIES

A. Provide all warranties required by the individual Specification Sections for the playground equipment and structures, outdoor fitness equipment, splash pad and associated equipment and systems, fencing and gates, surfacing and turf systems, concrete Work, and other improvements furnished under the Contract.

B. Where individual Specification Sections require specific warranty durations, those requirements shall govern.

C. Submit manufacturer warranties, Contractor warranties, and installer warranties as applicable for each system.

D. Warranty documentation shall clearly identify the equipment, product, or system covered; applicable warranty period; effective date; exclusions or limitations; and procedures and contact information for obtaining warranty service

PART 2-PRODUCTS

PART 3-EXECUTION

END OF SECTION

SECTION 023000
EXHIBITS

PART 1 – GENERAL

1.01 SECTION INCLUDES

A. Exhibits 1 and 2 are included with the Contract Documents to illustrate the general layout, limits, and design intent of the proposed improvements for Gluckstadt Community Park.

B. The Exhibits generally identify the proposed locations and relationships of improvements including, but not necessarily limited to, playground equipment, outdoor fitness equipment, splash pad improvements, sidewalks and concrete areas, artificial turf areas, fencing, walking trail, and associated site improvements.

C. The Exhibits are intended to establish the general scope, layout, and design intent of the Work and shall be used in conjunction with the Specifications and other Contract Documents.

D. Locations, dimensions, limits, and configurations shown on the Exhibits are approximate unless specifically indicated otherwise. Minor adjustments may be required to accommodate approved equipment, manufacturer requirements, existing field conditions, utilities, drainage, accessibility requirements, and proper installation.

E. Final equipment layouts, dimensions, foundations, fall zones, clearances, and installation requirements shall be based upon approved product submittals and the requirements of the applicable manufacturer.

F. The CONTRACTOR shall coordinate any proposed deviation or adjustment from the general layout shown on the Exhibits with the ENGINEER prior to performing the affected Work. Adjustments shall not materially alter the intended scope, function, accessibility, or overall design intent without prior approval.

G. The CONTRACTOR shall verify existing conditions and dimensions in the field prior to construction and shall promptly notify the ENGINEER of conflicts or conditions that may require modification of the Work.

PART 2 – PRODUCTS
NOT USED

PART 3 – EXECUTION
NOT USED

END OF SECTION

EXHIBIT 1

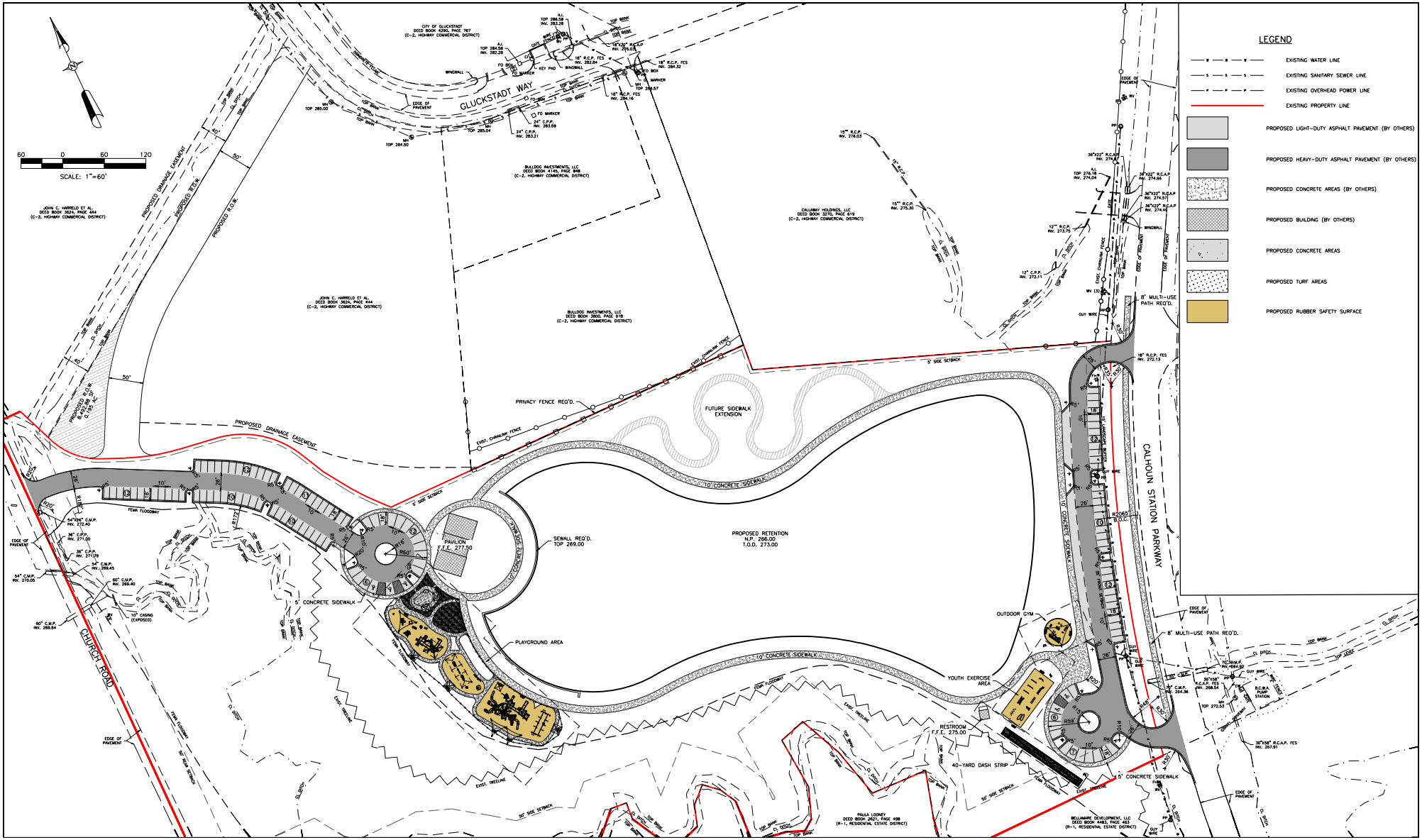
LEGEND
EXISTING WATER LINE
EXISTING SANITARY SEWER LINE
EXISTING OVERHEAD POWER LINE
EXISTING PROPERTY LINE
PROPOSED LIGHT-DUTY ASPHALT PAVEMENT (BY OTHERS)
PROPOSED HEAVY-DUTY ASPHALT PAVEMENT (BY OTHERS)
PROPOSED CONCRETE AREAS (BY OTHERS)
PROPOSED BUILDING (BY OTHERS)
PROPOSED CONCRETE AREAS
PROPOSED TURF AREAS
PROPOSED RUBBER SAFETY SURFACE
SCALE: 1"=60'
GLUCKSTADT WAY
CHURCH ROAD
CALHOUN STATION PARKWAY
PROPOSED DRAINAGE EASEMENT
PROPOSED R.O.W.
PRIVACY FENCE REQ'D.
FUTURE SIDEWALK EXTENSION
10' CONCRETE SIDEWALK
5' CONCRETE SIDEWALK
8' MULTI-USE PATH REQ'D.
SEWALL REQ'D.
TOP 269.00
PAVILION
F.F.E. 277.50
PROPOSED RETENTION
N.P. 266.00
T.O.D. 273.00
PLAYGROUND AREA
OUTDOOR GYM
YOUTH EXERCISE AREA
RESTROOM
F.F.E. 275.00
40-YARD DASH STRIP
FEMA FLOODWAY
EXIST. WETLINE
EXIST. TREELINE
5' SIDE SETBACK
50' SIDE SETBACK
30' REAR SETBACK
JOHN C. HARFIELD ET AL.
DEED BOOK 3624, PAGE 444
(C-2, HIGHWAY COMMERCIAL DISTRICT)
BULLDOG INVESTMENTS, LLC
DEED BOOK 4149, PAGE 848
(C-2, HIGHWAY COMMERCIAL DISTRICT)
BULLDOG INVESTMENTS, LLC
DEED BOOK 3900, PAGE 918
(C-2, HIGHWAY COMMERCIAL DISTRICT)
CITY OF GLUCKSTADT
DEED BOOK 4240, PAGE 767
(C-2, HIGHWAY COMMERCIAL DISTRICT)
COLUMBIA HOLDINGS, LLC
DEED BOOK 3270, PAGE 619
(C-2, HIGHWAY COMMERCIAL DISTRICT)
PAULA LOONEY
DEED BOOK 2621, PAGE 498
(R-1, RESIDENTIAL ESTATE DISTRICT)
BELLAMARE DEVELOPMENT, LLC
DEED BOOK 4483, PAGE 163
(R-1, RESIDENTIAL ESTATE DISTRICT)

EXHIBIT 2


YOUTH EXERCISE AREA
AGILITY STEPS
MONKEYBARS
VAULT WALLS
BALANCE WALK
START/STOP BOLLARDS
AGILITY PLATFORMS
NET WALL
PARALLEL BARS (42" HEIGHT)
ROCK CLIMBING/NET WALL
6' BENCH W/BACK (THERMOCOAT)
SIGN
NOTES:
1. ALL EQUIPMENT SHALL BE YOUTH SIZED.
2. SEE SPECS FOR EXERCISE STATIONS/ FREETSTANDING EQUIPMENT REQUIREMENTS.
OUTDOOR GYM
EXERCISE STATIONS
EQUILATERAL SHADE STRUCTURE
NOTE: SEE SPECS FOR EXERCISE STATIONS/ FREETSTANDING EQUIPMENT REQUIREMENTS.
SCALE: 1"=10'
LEGEND
PROPOSED LIGHT-DUTY ASPHALT PAVEMENT (BY OTHERS)
PROPOSED HEAVY-DUTY ASPHALT PAVEMENT (BY OTHERS)
PROPOSED CONCRETE AREAS (BY OTHERS)
PROPOSED BUILDING (BY OTHERS)
PROPOSED CONCRETE AREAS
PROPOSED TURF AREAS
PROPOSED RUBBER SAFETY SURFACE
RESTROOM
40-YARD DASH STRIP
TURF
PLAYGROUND AREA
4' GATE
4' IRON FENCE
10' CANTILEVER UMBRELLA
POP JET
SPLASH PAD
SAIL CANOPY
EQUILATERAL SHADE STRUCTURE
DUAL SPINNING SEAT
CRAWL TUBE
GROUND-LEVEL CLIMBER
ASSORTED PANELS
DUAL SLIDE
ACCESSIBLE RAMP
ACCESSIBLE CLIMBER
CLIMBING STEPS
RINGS
CLIMBING WALL
PLAYHOUSE
TODDLER/CRAWLER PLAYSET
SPINNING SEAT
SWING SET W/ ASSORTED SWINGS
SENSORY WALL
SPINNING PLATFORM
SHADE STRUCTURE
ROCKING SEAT
3-SIDED CLIMBING PLATFORM
TUBE SLIDE
TIN ROOF
ACCESSIBLE CLIMBER
ROCKING PLATFORM
CLIMBING WALL
OVERHEAD LOOP LADDER
CLIMBING STEPS
TOWER TUBE SLIDE
CURVED CLIMBER
CONNECTOR CLIMBER
TOWER OVERLOOK
BRIDGE
VERTICAL CLIMBER
TOWER PLATFORM (VARIABLE HEIGHTS)
TOWER SPIRAL SLIDE
ANGLED CLIMBER
ZIP TRACK
NOTE: SEE SPECS FOR EXERCISE STATIONS/ FREETSTANDING EQUIPMENT REQUIREMENTS.

SECTION 116800
SPLASH PAD SYSTEM

PART 1 – GENERAL

1.01 DESCRIPTION

A. This Section includes furnishing all labor, materials, equipment, tools, supervision, transportation, services, and incidentals necessary for the complete design, purchase, delivery, installation, testing, commissioning, and startup of a flow-through/gravity-drain splash pad system.

B. The splash pad shall have a circular footprint approximately 30 feet in diameter. Within the splash pad footprint, provide a five (5) foot wide dry walk around the perimeter with a broomed concrete finish.

C. The Work shall include, but not necessarily be limited to, site preparation, subgrade preparation, aggregate base, reinforced concrete construction, drainage, piping, valves, valve cabinet, controls, electrical activator, spray features, equipment mounting systems, utility connections within the Contractor's scope, testing, commissioning, training, restoration, and all appurtenances necessary to provide a complete and operational splash pad system.

D. Furnish and install all incidental materials, equipment, accessories, fittings, connections, supports, anchors, hardware, and other components reasonably necessary for a complete and functional installation, whether specifically identified herein or not.

1.02 DESIGN REQUIREMENTS

A. Provide a complete flow-through/gravity-drain splash pad system.

B. The splash pad shall have a circular footprint approximately 30 feet in diameter with a five (5) foot wide dry walk around the perimeter.

C. Design the splash pad system to accommodate a water flow rate of approximately 40 gallons per minute (GPM) or greater.

D. Provide positive drainage throughout the splash pad area. Slopes shall be constructed to prevent ponding, standing water, or "birdbath" conditions.

E. Cross slopes toward the primary drain box shall not exceed three (3) percent.

F. Spray features shall be installed using encased, interchangeable mounting systems that allow individual spray features to be removed, repaired, or replaced without demolition of the surrounding concrete.

G. Products identified herein by manufacturer and model number are provided as the Basis of Design and are intended to establish the minimum required type, quality, function, performance, durability, and general aesthetic character of the splash pad system.

H. Equivalent products from other manufacturers may be provided as an approved equal, subject to review and approval by the Engineer and Owner in accordance with the Contract Documents.

I. Proposed equivalent products shall meet or exceed the performance, materials, quality, durability, functionality, maintainability, and general aesthetic intent of the Basis-of-Design products specified herein.

J. Acceptance of a proposed equal shall not relieve the Contractor from responsibility for providing a complete, coordinated, and fully functional splash pad system meeting all requirements of the Contract Documents.

1.03 SUBMITTALS

A. Following award and prior to ordering equipment or beginning construction of the splash pad, submit complete splash pad system information to the Engineer and Owner for review and approval.

B. Submit renderings and a proposed splash pad layout demonstrating that the proposed system meets the intent and requirements of the Contract Documents.

C. The proposed layout shall include, at a minimum:

1. Overall splash pad dimensions and configuration.
2. Limits and dimensions of the five (5) foot wide dry walk.
3. Location and identification of each spray feature.
4. Manufacturer and model number of each proposed spray feature.
5. Location of the primary drain box.
6. Proposed valve cabinet location.
7. Location of the electrical activator bollard.
8. General routing of feature piping.
9. Proposed wastewater discharge/daylight location.
10. Proposed utility connection locations.
11. General drainage and slope configuration.

D. Submit manufacturer's product data for all spray features, mounting systems, valve cabinet, valves, manifold, controls, timer interface, activator, and other manufactured components of the splash pad system.

E. Submit manufacturer's written installation requirements and recommendations for all splash pad equipment.

F. Where products other than the specified Basis-of-Design products are proposed, clearly identify each proposed substitution or equivalent product and submit sufficient documentation demonstrating compliance with the requirements of this Section.

G. Documentation for proposed equivalent products shall include, as applicable:

1. Manufacturer's name.
2. Product name and model number.
3. Product data and technical information.
4. Materials of construction.
5. Dimensions and configuration.
6. Flow and performance information.
7. Mounting and installation requirements.
8. Warranty information.
9. Comparison with the specified Basis-of-Design product.
10. Renderings, photographs, or other information necessary to demonstrate equivalent aesthetic and functional characteristics.

H. The Engineer and Owner reserve the right to reject proposed equivalent products that do not demonstrate compliance with the requirements and design intent of the Contract Documents.

1.04 FIELD VERIFICATION

A. Prior to beginning construction, verify existing site conditions, elevations, utility locations, and other conditions affecting installation of the splash pad.

B. Verify that the existing subgrade is suitable for construction. Prepare and compact subgrade beneath the splash pad improvements to a minimum of 95 percent of maximum dry density as determined by the Standard Proctor test.

C. Notify the Engineer of unsuitable or unstable conditions encountered prior to proceeding with construction of the affected Work.

1.05 COORDINATION

A. Coordinate the splash pad installation with the Owner, Engineer, equipment manufacturer, utility providers, and other contractors performing Work at the Project site.

B. The location of the above-grade valve cabinet shall be within a greenspace and shall be approved by the City prior to installation.

C. The location where the splash pad wastewater line daylights shall be designated or approved by the City prior to installation.

D. Coordinate the locations of spray features, piping, drainage, electrical components, concrete reinforcing, and other Work to provide a complete and properly functioning system.

1.06 OWNER-PROVIDED UTILITY WORK

A. The City of Gluckstadt will provide electrical power to the electrical panel located at the valve cabinet and will make the electrical connection to the cabinet electrical panel prior to startup.

B. The City of Gluckstadt will provide the water supply to the valve cabinet and will provide a pressure-reducing valve, if required, and a properly sized backflow preventer.

C. Coordinate the Contractor's Work with the utility connection points provided by the City.

1.07 WARRANTIES

A. Provide warranties commencing on the date of splash pad commissioning as follows:

1. General Contractor's Warranty: One (1) year.
2. Valve Cabinet Manufacturer's Warranty: Three (3) years.
3. Spray Feature Manufacturer's Warranty: Three (3) years.
4. Concrete Warranty: Three (3) years.

B. Proposed approved-equal equipment shall provide warranties meeting or exceeding the warranty periods specified herein.

C. Submit written warranty documentation to the Owner as part of the Project closeout documents.

PART 2 – PRODUCTS

2.01 GENERAL

A. Furnish new materials and equipment suitable for their intended use and compatible with the complete splash pad system.

B. Splash pad components shall be designed and manufactured for commercial outdoor splash pad applications.

C. Components of the splash pad system shall be compatible with one another and shall be coordinated by the Contractor and splash pad equipment supplier/manufacturer.

D. Products identified by manufacturer and model are Basis-of-Design products. Approved equivalent products meeting or exceeding the specified requirements may be provided subject to the requirements of this Section and the Contract Documents.

2.02 SPRAY FEATURES

A. Spray features manufactured by Raindrop Products, LLC are identified as the Basis of Design and establish the minimum type, quality, performance, function, durability, and general aesthetic character required.

B. Equivalent products manufactured by others may be provided as approved equals, subject to review and approval by the Engineer and Owner.

C. Provide the following spray features:

1. Two (2) slanted surface sprays.
   Basis of Design: Raindrop Slant Finger Jets, or approved equal.

2. Four (4) interwoven multi-jet surface sprays.
   Basis of Design: Raindrop Basket Weaver, or approved equal.
3. Two (2) vertical cone surface sprays.
   Basis of Design: Raindrop Mini Popcorn Jet or approved equal.
4. Two (2) integrated vertical jets arranged in a curved pattern.
   Basis of Design: Raindrop Low Flow Curved Pop Jet, 48-inch Radius, or approved equal.
5. One (1) tunnel-effect surface spray.
   Basis of Design: Raindrop Tunnel Arch 6, or approved equal.

D. Approved-equal spray features shall provide spray patterns, coverage, interaction, function, and general visual character comparable to the Basis-of-Design features.

E. Provide each spray feature with an encased, interchangeable mounting system that permits removal, repair, or replacement of the individual spray feature without demolition of the surrounding concrete.

F. Provide all piping, fittings, connections, mounting components, and accessories required for complete installation and operation of the spray features.

2.03 VALVE CABINET AND WATER CONTROLS

A. Provide one (1) above-grade valve cabinet suitable for exterior commercial splash pad applications.

B. Provide within the valve cabinet a Schedule 80 PVC, 3-inch manifold with ball valves dedicated to seven (7) individual 1-inch feature lines.

C. Provide one (1) 2-inch pressure control valve.

D. Provide one (1) 2-inch shutoff valve.

E. Provide all fittings, connections, supports, and accessories required for a complete installation.

F. Valve cabinet and control components shall be compatible with the proposed splash pad system.

2.04 CONTROL SYSTEM

A. Provide one (1) zone timer interface to control operation of the splash pad.

B. The timer interface shall be programmable for two (2) opening times and two (2) closing times per day, providing two operating windows per day, seven days per week.

C. Provide one (1) electrical activator bollard with touch-sensor button located within the splash pad area.

D. Provide a 120-volt, single-phase electrical breaker panel mounted on the side of the valve cabinet.

E. Provide all controls, wiring within the splash pad equipment system, enclosures, connections, and accessories necessary for complete operation.

2.05 DRAINAGE

A. Provide one (1) 4-inch PVC wastewater line connected to a drain box located at the center of the splash pad.

B. Extend the wastewater line to daylight at a location designated or approved by the City prior to construction.

C. Provide all fittings, connections, excavation, bedding, backfill, and other incidental materials required for a complete gravity-drain installation.

2.06 CONCRETE

A. Concrete shall have a minimum compressive strength of 3,500 psi.

B. Provide a concrete splash pad deck six (6) inches thick in the field.

C. Provide a perimeter turndown twelve (12) inches deep and eight (8) inches wide along the circular perimeter.

D. Reinforce the perimeter turndown with one (1) continuous No. 5 reinforcing bar located four (4) inches from the bottom of the footing.

E. Reinforce the six (6) inch concrete deck with welded wire reinforcement.

F. Provide a four (4) inch thick compacted No. 57 stone base beneath the concrete.

PART 3 – EXECUTION

3.01 SITE PREPARATION

A. Verify existing conditions prior to beginning Work.

B. Remove unsuitable material as necessary and prepare the subgrade to receive the proposed splash pad improvements.

C. Compact the prepared subgrade to a minimum of 95 percent of maximum dry density as determined by the Standard Proctor test.

D. Establish grades necessary to provide positive drainage and support the proposed improvements.

3.02 AGGREGATE BASE

A. Place No. 57 stone beneath the concrete splash pad deck to a compacted thickness of four (4) inches.

B. Place and compact aggregate to provide a firm, uniform base for concrete construction.

3.03 CONCRETE INSTALLATION

A. Construct the splash pad concrete deck six (6) inches thick with the perimeter turndown specified herein.

B. Install reinforcing steel and welded wire reinforcement in the locations specified.

C. Provide a broomed concrete finish on the five (5) foot wide dry walk around the perimeter.

D. Construct the concrete surface to provide positive drainage to the primary drain box without depressions or irregularities that result in standing water.

E. Cross slopes toward the primary drain box shall not exceed three (3) percent.

F. Saw-cut contraction joints to a depth equal to approximately one-third (1/3) of the slab thickness.

G. Space saw-cut joints approximately ten (10) feet on center each way.

H. Complete saw cutting within twenty-four (24) hours following concrete placement.

I. Place concrete only under weather conditions suitable for proper placement, finishing, and curing. Protect freshly placed concrete from precipitation, excessive wind, temperature extremes, and other conditions that may adversely affect the appearance, durability, or integrity of the finished concrete.

J. Unless otherwise approved by the Engineer, concrete placement shall occur when ambient temperatures are between 45 degrees F and 90 degrees F.

3.04 SPLASH PAD EQUIPMENT INSTALLATION

A. Install the splash pad system in accordance with the approved layout, approved submittals, and manufacturer's written instructions.

B. Install spray features in the quantities and general arrangements approved by the Owner and Engineer.

C. Install each spray feature using the specified encased, interchangeable mounting system.

D. Coordinate equipment installation with concrete construction to ensure proper elevations, alignment, anchorage, and drainage.

E. Approval of the proposed layout or equipment shall not relieve the Contractor of responsibility for proper installation or performance of the completed splash pad system.

3.05 PIPING AND CONTROLS

A. Install the valve cabinet, manifold, valves, feature lines, controls, activator, electrical panel, and associated equipment in accordance with the manufacturer's recommendations and approved layout.

B. Coordinate all piping and equipment locations to avoid conflicts with concrete reinforcing, drainage piping, electrical components, and other Work.

C. Provide seven (7) individual 1-inch feature lines connected to the Schedule 80 PVC manifold.

D. Install the 4-inch PVC wastewater line from the center drain box to the approved daylight location.

3.06 UTILITY CONNECTIONS

A. Coordinate water and electrical requirements with the city.

B. Terminate Contractor-provided water system components at the connection point established by the City at the valve cabinet.

C. Coordinate the electrical panel installation with the electrical service and final connection provided by the city.

D. Do not place the splash pad into operation until required utility connections have been completed.

3.07 TESTING AND COMMISSIONING

A. Upon completion of installation, test the complete splash pad system to verify proper operation.

B. Verify operation of each spray feature, valve, control, timer, activator, drain, and other system component.

C. Adjust spray features and controls as necessary to provide proper operation and the intended spray patterns.

D. Verify that the splash pad deck drains properly and that no unacceptable areas of standing water remain.

E. Correct deficiencies identified during testing prior to final commissioning.

F. Approved-equal equipment shall be required to achieve the same overall functional and performance requirements established by this Section.

3.08 TRAINING AND CLOSEOUT

A. At commissioning, provide training to designated City personnel regarding operation and routine maintenance of the splash pad system.

B. Provide the Owner with all necessary operation and maintenance manuals.

C. Provide record/as-built drawings showing the final installed configuration of the splash pad system, including equipment, piping, controls, drainage, and other concealed components.

D. Provide all required warranty documentation.

3.09 RESTORATION

A. Restore areas disturbed by splash pad construction.

B. Final-grade disturbed areas to provide positive drainage.

C. Seed and straw disturbed areas upon completion of construction.

END OF SECTION

SECTION 116810
PLAYGROUND EQUIPMENT AND STRUCTURES

PART 1 – GENERAL

1.01 DESCRIPTION

A. This Section includes furnishing, delivery, assembly, installation, and completion of commercial playground equipment, play structures, freestanding play components, shade structures associated with the playground equipment, accessories, foundations, anchorage systems, hardware, and all related items required for a complete and operational playground installation.

B. The Contractor shall provide all labor, materials, equipment, tools, supervision, transportation, unloading, storage, assembly, installation, foundations, anchorage, hardware, accessories, and incidentals necessary to provide the complete playground equipment system.

C. Playground equipment shall generally conform to the type, quantity, age range, play value, accessibility, arrangement, and overall design intent represented by the Basis-of-Design equipment and conceptual layouts included in the Contract Documents.

D. The Basis-of-Design playground depicted in the Grant Agreement includes separate play areas for different age groups, inclusive and accessible play components, freestanding play equipment, shade structures, and related amenities.

1.02 RELATED SECTIONS

A. Section 012910 – Submittals.

B. Sections of the Contract Documents pertaining to earthwork, concrete, playground surfacing, turf, sidewalks, fencing, site improvements, and restoration.

1.03 REFERENCE STANDARDS

A. Playground equipment and installation shall comply with applicable requirements of the following:

1. ASTM F1487 – Standard Consumer Safety Performance Specification for Playground Equipment for Public Use.
2. ASTM F1292 – Standard Specification for Impact Attenuation of Surfacing Materials Within the Use Zone of Playground Equipment.
3. ASTM F1951 – Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment.
4. U.S. Consumer Product Safety Commission (CPSC), Public Playground Safety Handbook.
5. Americans with Disabilities Act (ADA) and applicable accessibility requirements.
6. International Play Equipment Manufacturers Association (IPEMA) certification requirements, where applicable.

B. Where requirements conflict, comply with the more stringent requirement unless otherwise approved by the Engineer.

1.04 SUBMITTALS

A. Submit in accordance with Section 012910 – Submittals.

B. Prior to ordering equipment, fabrication, or installation, submit a complete playground equipment package to the Engineer for review and approval.

C. Product Data: Submit manufacturer's current product data for each playground structure, freestanding play component, shade structure, accessory, and associated product.

D. Shop Drawings: Submit a complete scaled playground layout showing, at a minimum:

1. Location and orientation of each playground structure and component.
2. Manufacturer and model number of each structure and component.

3. Overall equipment dimensions.
4. Required use zones and safety clearances.
5. Designated age ranges.
6. Accessible play components and accessible routes.
7. Equipment foundations and anchorage.
8. Finished grades and equipment elevations, where applicable.
9. Relationship to playground surfacing.
10. Relationship to sidewalks, fencing, shade structures, turf, and adjacent improvements.

E. Submit manufacturer's installation instructions, foundation and anchorage requirements, maintenance information, applicable certifications, and warranty information.

F. Submit manufacturer's available standard colors and finishes for selection and approval by the Owner.

1.05 BASIS OF DESIGN AND APPROVED EQUALS

A. Basis of Design: Playground equipment and structures manufactured by GameTime, as generally represented by the GameTime playground designs, equipment, layouts, renderings, and supporting information included in the Contract Documents.

B. GameTime is specified as the Basis of Design to establish the minimum required level of quality, materials, durability, functionality, accessibility, play value, capacity, appearance, and overall design intent.

C. Products of other manufacturers may be provided as an approved equal, subject to the requirements of the Contract Documents and approval by the Engineer and Owner.

D. Approved-equal playground systems shall meet or exceed the Basis-of-Design system with respect to:

1. Overall size and configuration.
2. Intended age ranges.
3. User capacity.
4. Number and variety of play activities.
5. Physical and developmental play opportunities.
6. Inclusive and accessible play opportunities.
7. Elevated and ground-level play components.
8. Materials and structural components.
9. Durability and corrosion resistance.
10. Safety requirements and use zones.
11. Shade and related features where included.
12. Warranty coverage.
13. General appearance, character, and design intent.

E. A proposed equal shall not materially reduce the quantity, variety, accessibility, capacity, functionality, or play value of the equipment represented by the Basis-of-Design system.

F. Requests for approved equals shall be submitted in accordance with the Instructions to Bidders and Section 012910 – Submittals.

G. Contractor shall provide sufficient information to demonstrate equivalency, including manufacturer, model numbers, product data, equipment layout, age ranges, capacities, materials, use zones, accessibility information, warranties, renderings, and a comparison with the Basis-of-Design system.

H. The Contractor shall be responsible for demonstrating that a proposed equal meets or exceeds the requirements and overall intent established by the Basis of Design.

1.06 QUALITY ASSURANCE

A. Manufacturer shall be regularly engaged in the manufacture of commercial playground equipment of similar size, type, and complexity.

B. Playground equipment shall comply with ASTM F1487 and applicable CPSC requirements.

C. Provide IPEMA-certified playground equipment where IPEMA certification is applicable.

D. Equipment and installation shall comply with applicable ADA accessibility requirements.

E. Installer shall be experienced in commercial playground equipment installation and shall be trained, certified, or otherwise approved by the equipment manufacturer where required by the manufacturer.

F. Installation shall comply with manufacturer's written instructions and approved Shop Drawings.

1.07 DELIVERY, STORAGE, AND HANDLING

A. Deliver equipment and materials in manufacturer's original packaging with identification intact.

B. Store and protect materials in accordance with manufacturer's recommendations.

C. Protect equipment against damage, corrosion, deformation, weather, and contamination.

D. Replace damaged components that cannot be restored to new condition.

1.08 WARRANTY

A. Provide manufacturer's written commercial playground equipment warranties applicable to each furnished product and component.

B. Warranty coverage for approved-equal products shall meet or exceed the warranty coverage provided for comparable Basis-of-Design equipment.

C. Warranty periods shall commence upon acceptance of the completed playground equipment installation unless otherwise required by the Contract Documents.

D. Submit complete warranty documentation prior to Project closeout.

PART 2 – PRODUCTS

2.01 MANUFACTURERS

A. Basis of Design: GameTime, or approved equal.

B. Provide playground structures, freestanding equipment, accessories, shade components, and related equipment generally corresponding to the GameTime equipment represented in the Contract Documents.

C. Other manufacturers shall be subject to the approved-equal requirements specified herein and elsewhere in the Contract Documents.

2.02 PLAYGROUND EQUIPMENT

A. Provide a complete commercial playground equipment system meeting the requirements of the Contract Documents.

B. Equipment shall accommodate the age groups represented by the Basis-of-Design playground.

C. Provide structures and components necessary to achieve the overall play experience represented by the Basis of Design, including, as applicable:

1. Elevated play structures.
2. Slides.
3. Climbers.

4. Bridges and connecting components.
5. Activity and sensory panels.
6. Ground-level activities.
7. Accessible and inclusive play components.
8. Swings.
9. Spinners.
10. Freestanding play events.
11. Balance and motion activities.
12. Upper-body and climbing activities.
13. Shade structures associated with the playground.
14. Transfer systems, ramps, steps, platforms, barriers, rails, and other required access components.

D. Furnish all structural posts, decks, platforms, rails, barriers, clamps, connectors, fasteners, hardware, anchors, foundations, caps, and accessories necessary for a complete installation.

2.03 MATERIALS

A. Materials shall be commercial-grade and suitable for permanent exterior playground use.

B. Structural Components:

1. Provide steel or other structural members of sufficient strength and configuration for the intended application.
2. Structural components shall be galvanized, coated, or otherwise protected against corrosion.
3. Structural members shall be designed for the loads imposed by the intended use of the equipment.

C. Steel Components:

1. Steel components shall have durable corrosion-resistant finishes suitable for exterior commercial playground environments.
2. Powder-coated surfaces shall be resistant to chipping, corrosion, fading, and normal weather exposure.

D. Decks, Platforms, and Steps:

1. Provide durable, slip-resistant walking and standing surfaces.
2. Components shall be designed to prevent hazardous accumulation of water.
3. Openings shall comply with applicable playground safety standards.

E. Molded Components:

1. Plastic components shall be commercial-grade, UV-stabilized material suitable for exterior playground applications.
2. Components shall resist cracking, fading, deterioration, and normal vandalism.

F. Hardware:

1. Provide corrosion-resistant hardware suitable for exterior use.
2. Exposed fasteners shall be tamper-resistant where appropriate.
3. Provide protective caps, covers, or other means of eliminating exposed sharp edges and projections.

G. Ropes, Nets, and Cables:

1. Provide commercial playground-grade materials designed for repetitive exterior use.

2. Provide corrosion-resistant internal reinforcement and connections where applicable.

H. Colors and finishes shall be selected by the Owner from manufacturer's standard available selections.

2.04 ACCESSIBILITY

A. Provide playground equipment and layout complying with applicable ADA accessibility requirements.

B. Provide required accessible routes, transfer systems, ground-level accessible components, and elevated accessible components.

C. Coordinate equipment accessibility with the finished playground surfacing and accessible routes serving the playground.

D. The completed playground shall maintain the inclusive and accessible design intent represented by the Basis-of-Design system. The City's grant application specifically identifies ADA-accessible play features and inclusive play opportunities as part of the Project.

2.05 FOUNDATIONS AND ANCHORAGE

A. Provide foundations and anchorage in accordance with manufacturer's requirements and approved Shop Drawings.

B. Furnish concrete, reinforcing, anchors, hardware, and other materials required for proper installation unless specifically indicated otherwise.

C. Coordinate foundation elevations with finished playground surfacing.

D. Foundations shall not create protrusions or hazards within equipment use zones.

2.06 PLAYGROUND SURFACING COORDINATION

A. Coordinate playground equipment installation with the specified playground surfacing system.

B. Maintain manufacturer's required fall heights, use zones, clearances, and finished surfacing elevations.

C. Equipment requiring impact-attenuating surfacing shall be coordinated with surfacing complying with applicable ASTM requirements.

2.07 LABELS AND SIGNAGE

A. Provide manufacturer's required safety, warning, age-range, identification, and informational labels.

B. Labels shall be permanently attached and suitable for exterior exposure.

PART 3 – EXECUTION

3.01 EXAMINATION

A. Examine site conditions, grades, foundations, surfacing areas, and adjacent improvements before installation.

B. Verify dimensions, elevations, equipment locations, use zones, and clearances.

C. Do not begin installation until unacceptable conditions have been corrected.

3.02 INSTALLATION

A. Install playground equipment in accordance with approved Shop Drawings and manufacturer's written instructions.

B. Install equipment plumb, level, properly aligned, securely anchored, and complete.

C. Maintain required use zones, safety clearances, fall heights, and accessible routes.

D. Install all hardware, caps, covers, guards, anchors, accessories, and related components necessary for a complete installation.

E. Field modification of manufactured playground equipment shall not be permitted without written approval from the manufacturer and Engineer.

3.03 FIELD QUALITY CONTROL

A. Upon completion, inspect the entire playground equipment system for proper installation, alignment, anchorage, clearances, hardware, use zones, and compliance with approved Shop Drawings.

B. Correct damaged, loose, improperly installed, or noncompliant Work prior to acceptance.

C. Provide manufacturer's inspection or other required playground safety inspection when required by the Contract Documents.

3.04 PROTECTION

A. Protect completed equipment from damage throughout construction.

B. Prevent public use until playground equipment, required safety surfacing, and associated Work are complete and accepted by the Owner.

C. Repair or replace damaged equipment prior to Final Completion.

3.05 CLOSEOUT

A. Submit manufacturer's inspection, operation, and maintenance information.

B. Submit warranties and applicable certifications.

C. Submit final approved equipment layout and equipment schedule for Owner's records.

D. Provide Owner personnel with manufacturer's recommended information regarding routine inspection and maintenance.

END OF SECTION

SECTION 116820
OUTDOOR FITNESS EQUIPMENT

PART 1 – GENERAL

1.01 DESCRIPTION

A. This Section includes furnishing, delivery, assembly, installation, and completion of commercial outdoor fitness equipment, fitness structures, exercise stations, challenge-course components, accessories, foundations, anchorage systems, hardware, and related Work.

B. Contractor shall furnish all labor, materials, equipment, tools, supervision, transportation, assembly, foundations, anchorage, hardware, accessories, and incidentals required for a complete and operational outdoor fitness area.

C. Fitness equipment shall generally conform to the type, quantity, functionality, exercise opportunities, accessibility, arrangement, and overall design intent represented by the Basis-of-Design equipment included in the Contract Documents.

1.02 RELATED SECTIONS

A. Section 012910 – Submittals.

B. Applicable sections pertaining to earthwork, concrete, surfacing, turf, sidewalks, fencing, site improvements, and restoration.

1.03 REFERENCE STANDARDS

A. Outdoor fitness equipment shall comply with applicable requirements of:

1. ASTM F3101 – Standard Specification for Unsupervised Public Use Outdoor Fitness Equipment.
2. Applicable ADA accessibility requirements.
3. Applicable manufacturer's safety and installation requirements.

B. Where requirements conflict, comply with the more stringent requirement unless otherwise approved by the Engineer.

1.04 SUBMITTALS

A. Submit in accordance with Section 012910 – Submittals.

B. Prior to ordering, fabrication, or installation, submit a complete outdoor fitness equipment package.

C. Product Data: Submit manufacturer's product information for each fitness structure, station, component, accessory, and associated product.

D. Shop Drawings: Provide a scaled fitness-area layout showing:

1. Location and orientation of each fitness station.
2. Manufacturer and model number.
3. Overall dimensions.
4. Required training or use zones.
5. Safety clearances.
6. Accessible routes and accessible equipment.
7. Foundations and anchorage.
8. Finished elevations.
9. Relationship to surfacing, sidewalks, fencing, shade structures, and adjacent improvements.

E. Submit manufacturer's installation instructions, maintenance information, certifications, and warranties.

F. Submit manufacturer's available colors and finishes for Owner selection.

1.05 BASIS OF DESIGN AND APPROVED EQUALS

A. Basis of Design: Outdoor fitness equipment manufactured by GameTime, including the GameTime fitness equipment, structures, stations, and related components represented in the Contract Documents.

B. GameTime is specified as the Basis of Design to establish minimum requirements for quality, materials, durability, functionality, exercise value, accessibility, appearance, and overall design intent.

C. Products manufactured by others may be provided as an approved equal, subject to approval by the Engineer and Owner and the requirements of the Contract Documents.

D. Approved-equal equipment shall meet or exceed the Basis-of-Design equipment with respect to:

1. Number and variety of exercise stations.
2. Intended users.
3. Exercise functions and muscle groups addressed.
4. Cardiovascular, strength, mobility, balance, and functional-training opportunities represented by the Basis of Design.
5. Accessibility.
6. User capacity.
7. Materials and structural construction.
8. Durability and corrosion resistance.
9. Safety and required use zones.
10. Warranty coverage.
11. Overall appearance and design intent.

E. A proposed equal shall not materially reduce the number, variety, accessibility, capacity, exercise value, or functionality represented by the Basis-of-Design equipment.

F. Requests for approved equals shall comply with the Instructions to Bidders and Section 012910 – Submittals.

G. Contractor shall provide sufficient information to establish equivalency, including equipment schedules, model numbers, product data, layouts, dimensions, user capacities, exercise functions, materials, safety requirements, accessibility information, warranties, and renderings.

1.06 QUALITY ASSURANCE

A. Manufacturer shall be regularly engaged in manufacturing commercial outdoor fitness equipment intended for unsupervised public use.

B. Equipment shall comply with ASTM F3101 where applicable.

C. Equipment and layout shall comply with applicable accessibility requirements.

D. Installer shall have experience installing commercial outdoor fitness equipment and shall be trained, certified, or otherwise approved by the manufacturer where required.

E. Install equipment in accordance with manufacturer's requirements and approved Shop Drawings.

1.07 DELIVERY, STORAGE, AND HANDLING

A. Deliver equipment in manufacturer's original packaging.

B. Protect equipment from damage, corrosion, deformation, and weather during storage and installation.

C. Replace damaged components that cannot be restored to new condition.

1.08 WARRANTY

A. Provide manufacturer's written commercial warranties applicable to each fitness product and component.

B. Approved-equal equipment shall provide warranty coverage meeting or exceeding that of comparable Basis-of-Design equipment.

C. Submit warranties prior to Project closeout.

PART 2 – PRODUCTS

2.01 MANUFACTURERS

A. Basis of Design: GameTime, or approved equal.

B. Provide outdoor fitness equipment generally corresponding to the GameTime equipment, layouts, and renderings included in the Contract Documents.

C. Other manufacturers shall comply with the approved-equal requirements specified herein.

2.02 OUTDOOR FITNESS EQUIPMENT

A. Provide complete commercial outdoor fitness equipment designed for permanent exterior, unsupervised public use.

B. Provide the number, type, and general functionality of fitness stations represented by the Basis-of-Design equipment.

C. Equipment shall provide a variety of exercise opportunities generally corresponding to the Basis of Design, including, where represented:

1. Strength training.
2. Cardiovascular exercise.
3. Functional fitness.
4. Flexibility and mobility.
5. Balance and coordination.
6. Upper-body exercise.
7. Lower-body exercise.
8. Core exercise.
9. Body-weight resistance activities.
10. Challenge-course or obstacle-style activities.

D. Provide all structural members, frames, posts, platforms, handles, grips, seats, foot supports, moving components, hardware, anchors, foundations, instructional signage, and accessories required for complete operation.

2.03 MATERIALS

A. Materials shall be commercial grade and suitable for permanent exterior fitness installations.

B. Structural Components:

1. Provide steel or other structural members designed for the loads associated with intended use.
2. Structural components shall be galvanized, coated, or otherwise protected against corrosion.

C. Metal Components:

1. Provide durable exterior finishes suitable for high-use public recreational facilities.
2. Powder-coated surfaces shall resist corrosion, chipping, fading, and normal weather exposure.

D. Hardware:

1. Provide corrosion-resistant hardware.
2. Exposed fasteners shall be tamper-resistant where appropriate.
3. Provide caps, covers, and guards as required to eliminate hazardous projections or pinch points.

E. Handles, Grips, Seats, Platforms, and Contact Surfaces:

1. Provide durable materials designed for repeated public use.
2. Surfaces shall be suitable for exterior exposure and resistant to deterioration from sunlight and weather.
3. Walking and standing surfaces shall be slip resistant.

F. Moving components shall incorporate bearings, bushings, stops, guards, or other components required by the manufacturer for safe and durable operation.

G. Colors and finishes shall be selected by the Owner from manufacturer's standard available selections.

2.04 ACCESSIBILITY

A. Provide an accessible route to and through the outdoor fitness area as required by applicable accessibility requirements.

B. Provide accessible fitness opportunities generally consistent with the Basis-of-Design equipment.

C. Coordinate equipment locations and use zones with finished surfacing and accessible routes.

2.05 FOUNDATIONS AND ANCHORAGE

A. Provide equipment foundations and anchorage in accordance with manufacturer's requirements and approved Shop Drawings.

B. Provide concrete, reinforcing, anchors, hardware, and incidentals required for complete installation unless specifically indicated otherwise.

C. Coordinate foundation elevations with finished surfacing.

D. Foundations and anchors shall not create hazards within required training or use zones.

2.06 EQUIPMENT SIGNAGE

A. Provide manufacturer's required instructional, warning, safety, and equipment-identification signage.

B. Instructions shall clearly identify the intended use of each fitness station where applicable.

C. Signs and labels shall be suitable for permanent exterior exposure.

PART 3 – EXECUTION

3.01 EXAMINATION

A. Examine site conditions, grades, surfacing, and adjacent improvements before installation.

B. Verify equipment locations, dimensions, elevations, clearances, and required use zones.

C. Do not proceed until unacceptable conditions have been corrected.

3.02 INSTALLATION

A. Install outdoor fitness equipment in accordance with manufacturer's written instructions and approved Shop Drawings.

B. Install equipment plumb, level, properly aligned, securely anchored, and complete.

C. Maintain manufacturer's required clearances and use zones.

D. Install all hardware, anchors, caps, covers, guards, signs, and accessories required for a complete installation.

E. Field modification of manufactured fitness equipment shall not be permitted without written approval of the manufacturer and Engineer.

3.03 FIELD QUALITY CONTROL

A. Inspect the completed fitness equipment installation for proper assembly, operation, anchorage, alignment, clearances, hardware, and compliance with approved Shop Drawings.

B. Operate and test equipment with moving components to verify proper operation.

C. Correct loose, damaged, improperly operating, or noncompliant components prior to acceptance.

3.04 PROTECTION

A. Protect installed equipment from damage during construction.

B. Prevent public use until equipment, surfacing, and associated improvements have been completed and accepted by the Owner.

C. Repair or replace damaged equipment prior to Final Completion.

3.05 CLOSEOUT

A. Submit manufacturer's operation, inspection, and maintenance information.

B. Submit applicable warranties and certifications.

C. Submit final approved fitness equipment layout and equipment schedule for Owner's records.

D. Provide Owner personnel with manufacturer's recommended routine inspection and maintenance information.

END OF SECTION

SECTION 312000
EARTHWORK

PART 1 – GENERAL

1.01 DESCRIPTION

A. This work shall consist of general grading, excavating, filling, spreading, compacting, subgrade preparation, and other earthwork required for construction of the improvements included in the Contract Documents.

B. Earthwork shall include excavation and grading associated with playground areas, splash pad improvements, outdoor fitness areas, sidewalks and concrete improvements, artificial turf areas, walking trails, equipment foundations, fencing, drainage improvements, and other associated site work.

C. The CONTRACTOR shall provide all earthwork necessary to establish suitable subgrades and finished grades for the Work and to provide positive drainage without ponding.

D. This work shall also include removal and lawful disposal of unsuitable or excess materials resulting from the Work.

E. Earthwork requirements specified herein are intended to establish minimum requirements for the Project. Where requirements of an individual Specification Section, approved product submittal, or manufacturer's written installation requirements differ from or are more stringent than the requirements of this Section, the more stringent requirement shall govern. The CONTRACTOR shall notify the ENGINEER of any conflicting requirements prior to proceeding with the affected Work.

1.02 EXAMINATION OF SITE

A. The CONTRACTOR shall fully familiarize himself with the Project site, surrounding areas, existing conditions, and conditions of access under which the Work is to be completed.

B. The CONTRACTOR shall visit the site and inform himself fully as to the excavation, filling, grading, and other earthwork reasonably required to complete the Work.

C. Existing grades and conditions shall be verified by the CONTRACTOR prior to beginning earthwork. Any conflicts or conditions that may affect the Work shall be brought to the attention of the ENGINEER prior to proceeding.

1.03 CLASSIFICATION OF EXCAVATION

A. All authorized excavation shall be classified as Common Excavation regardless of the nature or manner of removal, except where separate classifications or pay items are specifically provided in the Contract Documents.

B. Earth Fill shall consist of approved material required for construction of fills, subgrades, and other portions of the Work. Unless otherwise provided in the Contract Documents, the CONTRACTOR shall furnish required imported fill, make arrangements for obtaining such material, and pay all costs associated therewith.

PART 2 – PRODUCTS

2.01 EQUIPMENT

A. The CONTRACTOR may use earthmoving, compaction, and watering equipment appropriate for the Work, provided the equipment is in satisfactory condition and capable of producing the grades, compaction, and finished conditions required by the Contract Documents.

B. The CONTRACTOR shall furnish, operate, and maintain equipment necessary to control uniform density, lift thickness, grades, and finished surfaces.

2.02 MATERIALS

A. Material for fills may consist of suitable material obtained from on-site excavation or approved off-site sources. Fill material shall be free from organic matter, debris, rubbish, frozen material, and other deleterious substances and shall not contain oversized rocks or lumps that would interfere with proper placement and compaction.

B. Suitable on-site material shall be utilized to the extent practical before imported fill material is incorporated into the Work.

C. Imported earth fill shall consist of select, nonorganic, debris-free soil suitable for the intended application and approved by the ENGINEER.

D. Fill and backfill immediately beneath playground equipment, splash pad improvements, sidewalks, concrete slabs, artificial turf, fitness equipment, and other constructed improvements shall be suitable for establishing a firm and stable subgrade capable of supporting the proposed improvements without excessive settlement.

E. Where a manufacturer requires specific subgrade, aggregate, bedding, drainage, or fill materials as part of an approved system, such materials shall comply with the manufacturer's written requirements and approved submittals.

PART 3 – EXECUTION

3.01 GENERAL REQUIREMENTS

A. Suitable material excavated during construction shall be utilized in fills and subgrades where practical and approved by the ENGINEER.

B. Sequence of Operations:

Clearing, grubbing, stripping, demolition, or other preparatory work necessary within an area shall be sufficiently completed before earthwork proceeds.

C. Foundation and Subgrade Preparation:

Remove vegetation, topsoil, organic material, debris, loose material, and other unsuitable material from areas receiving fill or constructed improvements.

Holes or depressions resulting from removal operations shall be filled with suitable material and compacted to a density at least equal to the surrounding material.

Prior to placement of fill, exposed subgrade shall be evaluated for stability. Proof-rolling shall be performed where directed by the ENGINEER.

Soft, yielding, wet, unstable, or otherwise unsuitable material encountered beneath proposed improvements shall be brought to the attention of the ENGINEER before additional excavation or replacement material is placed.

D. Excavation:

Excavation shall be performed as necessary to construct the improvements indicated by the Contract Documents and approved submittals.

Suitable excavated material may be utilized in fills. Material determined unsuitable for use shall be removed from the Project and legally disposed of by the CONTRACTOR.

During excavation, grades shall be maintained to provide drainage and prevent unnecessary accumulation of surface water.

Undercutting: Where soft, wet, unstable, organic, or otherwise unsuitable material is encountered, the CONTRACTOR shall notify the ENGINEER. Undercutting shall be performed to the depth and extent approved by the ENGINEER and shall be backfilled with suitable material placed and compacted as specified herein.

Unauthorized over-excavation shall be corrected with approved material at no additional cost to the OWNER.

E. Formation of Fill:

Fill shall be constructed to the grades and configurations necessary to accommodate the improvements shown or described in the Contract Documents.

Earth fill shall be placed in successive, uniform horizontal layers not exceeding 9 inches in loose thickness unless otherwise approved or required by the applicable manufacturer's written installation requirements.

Each layer of fill shall be compacted before placement of the succeeding layer.

Unless otherwise specified in an individual Specification Section or required by the applicable manufacturer, earth fill shall be compacted to a minimum of 95 percent of maximum dry density as determined by ASTM D698 (Standard Proctor) at a moisture content suitable to achieve the specified compaction.

Fill shall be maintained at a moisture content suitable to achieve the specified compaction. Watering, drying, discing, or other conditioning necessary to obtain proper compaction shall be considered incidental to the Work.

The upper surface of fills shall be shaped and maintained to provide positive drainage. Rutting and ponding shall not be permitted.

F. Subgrades:

Subgrades shall be graded and compacted to provide a firm, stable, and uniform surface suitable for construction of the proposed improvement.

Unless otherwise specified in an individual Specification Section, approved product submittal, or manufacturer's written installation requirements, the upper 6 inches of subgrade beneath constructed improvements shall be compacted to a minimum of 95 percent of maximum dry density as determined by ASTM D698 (Standard Proctor).

Where a greater degree of compaction is required by another Specification Section or by the manufacturer of an approved playground, fitness, artificial turf, surfacing, splash pad, concrete, or other system, the more stringent requirement shall govern.

Aggregate base materials shall be compacted as specified in the applicable Specification Section. Where crushed limestone aggregate base is specified, it shall be compacted to 100 percent of maximum dry density as determined by ASTM D698 (Standard Proctor), unless otherwise specified or required by an approved system or manufacturer.

Subgrades shall be maintained in a condition that provides positive drainage and prevents rutting, pumping, or excessive disturbance.

Soft, yielding, unstable, or otherwise unsuitable subgrade shall not be covered by subsequent construction until corrected and accepted by the ENGINEER.

Final subgrade elevations shall accommodate the required thicknesses of concrete, artificial turf systems, playground surfacing, aggregate, topsoil, or other materials necessary to achieve the intended finished elevations.

The CONTRACTOR shall coordinate subgrade elevations and preparation with approved equipment layouts, foundations, anchoring systems, safety surfacing, artificial turf systems, splash pad components, and other manufacturer-designed improvements prior to final grading.

G. Fine Grading, Shaping, and Finishing:

Fine grading shall include grading, shaping, filling, and finishing areas disturbed by or associated with the Work.

Finished grades shall provide smooth transitions to existing grades and adjacent improvements.

Finished surfaces shall drain positively and shall not contain unintended depressions or low areas that retain water.

The CONTRACTOR shall coordinate final grades with sidewalks, splash pad improvements, playground and fitness areas, artificial turf, walking trails, drainage improvements, and other adjacent construction.

Final grades associated with manufacturer-designed systems shall accommodate the approved system thicknesses, drainage requirements, accessibility requirements, foundations, safety surfacing, and other installation requirements.

3.02 SEASONAL AND WEATHER LIMITS

A. Fill material shall not be placed, spread, or compacted while the ground or fill is frozen, excessively wet, or during other unfavorable conditions that prevent proper compaction.

B. When Work is interrupted by heavy rain, fill operations shall not resume until the moisture content and condition of the fill are suitable to achieve the specified compaction.

3.03 TESTING

A. Testing shall be performed in accordance with Section 014510 – Testing Laboratory Services.

B. The CONTRACTOR shall cooperate with the testing laboratory and provide access to areas requiring testing.

C. Standard Proctor testing shall be performed as necessary to establish the maximum dry density and optimum moisture content of materials requiring density testing.

D. Field density testing shall be performed at locations and frequencies determined by the ENGINEER based upon the type, extent, and location of the Work.

E. Fill or subgrade failing to meet the specified requirements shall be scarified, moisture-conditioned as necessary, recompacted, and retested until acceptable.

F. Costs for initial testing required by the Contract Documents shall be paid as specified in Section 014510. Costs for additional testing or retesting required because of defective or nonconforming Work shall be the responsibility of the CONTRACTOR.

G. Testing and acceptance under this Section shall not relieve the CONTRACTOR of complying with additional or more stringent preparation, compaction, or installation requirements specified by the manufacturer of an approved system or elsewhere in the Contract Documents.

END OF SECTION

SECTION 312313
SUBGRADE PREPARATION

PART 1 - GENERAL

1.01 SCOPE OF WORK

A. Subgrade preparation shall consist of preparation of existing, natural, filled, or excavated areas prior to placement of aggregate base, concrete, pavement, playground surfacing, outdoor fitness surfacing, turf, splash pad improvements, sidewalks, fencing foundations, or other improvements included in the Work.

B. Subgrade preparation shall include minor excavation and filling, scarifying, spreading, watering, drying, grading, compacting, and maintaining the subgrade as necessary to provide a firm, stable, properly graded surface suitable for construction of the improvements.

C. Major or mass grading of the overall park site is not included in this Section unless specifically indicated elsewhere in the Contract Documents. The Contractor shall, however, perform the minor grading, fine grading, adjustment of grades, and subgrade preparation necessary for proper installation, drainage, and completion of the Work included in this Contract.

PART 2 – MATERIALS

Part 2 is omitted from this Section.

PART 3 – CONSTRUCTION REQUIREMENTS

3.01 GRADING

A. Subgrade upon which sidewalks, splash pad improvements, playground improvements, outdoor fitness improvements, turf or surfacing systems, aggregate base, concrete, or other improvements are to be placed shall be brought into close conformity with the required lines, grades, elevations, and cross-sections.

B. Where aggregate base or other material is to be placed over prepared subgrade, the subgrade shall not vary more than one-half inch (1/2") from the required grade and cross-section. Variations within the specified tolerance shall be corrected so that the required average grade and cross-section are maintained.

C. The Contractor shall verify existing grades and conditions prior to beginning Work in each area and shall notify the Engineer of conditions that materially conflict with the requirements of the Contract Documents or prevent proper installation of the Work.

D. Perform minor grading and adjustment of existing grades as necessary to provide proper transitions to adjacent improvements and positive drainage without ponding or standing water.

E. The Contractor shall coordinate final grades with playground equipment, outdoor fitness equipment, splash pad improvements, sidewalks, fencing, turf and surfacing systems, drainage facilities, and other improvements included in the Work.

3.02 COMPACTION

A. Subgrade shall be compacted to the density required by the applicable individual Specification Section. Where no specific compaction requirement is stated elsewhere in the Contract Documents, the upper six inches (6") of subgrade shall be compacted to not less than ninety-five percent (95%) of the maximum dry density as determined by ASTM D698 (Standard Proctor).

B. Where an individual Specification Section establishes a different or more stringent subgrade preparation or compaction requirement, the requirements of that Section shall govern for that Work.

C. Materials that will not satisfactorily compact or that are unsuitable for support of the proposed improvements shall be removed to the extent necessary and replaced with suitable material. Replacement material shall be placed, graded, and compacted to the required density.

D. Where the subgrade is non-uniform, disturbed, yielding, or otherwise unsuitable for placement of subsequent materials, it shall be scarified to an appropriate depth, moisture conditioned as necessary, and recompacted to the required density.

E. Roots, stumps, organic material, debris, and other unsuitable or perishable matter encountered within the limits of required subgrade preparation shall be removed to the extent necessary to provide a stable subgrade.

F. After the subgrade has been prepared, it shall be maintained in a condition that promotes drainage and prevents damage. Subgrade damaged by construction traffic, hauling, weather, or other operations shall be scarified, regraded, and recompacted as necessary prior to placement of subsequent materials.

G. Subsequent aggregate base, concrete, surfacing, turf, or other improvements shall not be placed until the subgrade is in satisfactory condition and has been accepted by the Engineer where inspection or approval is required.

END OF SECTION

SECTION 312333
PIPELINE EXCAVATION AND BACKFILL

PART 1 – GENERAL

1.1 SCOPE

A. This Section covers excavation, trenching, bedding, backfilling, compaction, and restoration required for underground utilities, piping, conduits, drainage lines, and appurtenances included in the Work.

B. Work includes underground utilities associated with the playground, outdoor fitness area, splash pad, and related site improvements, where applicable.

C. Major or mass grading of the overall park site is not included in this Section. Excavation and backfill required for utilities and appurtenances included in this Contract shall be the responsibility of the Contractor.

1.2 RELATED WORK SPECIFIED ELSEWHERE

A. Section 312313 – Subgrade Preparation.

B. Individual Specification Sections governing the piping, utilities, splash pad systems, electrical work, drainage improvements, and other underground Work.

1.3 APPLICABLE PUBLICATIONS

Where reference is made to other publications, they are referred to by basic designation only and form a part of this Specification to the extent indicated by reference thereto. Referenced publications shall be the latest issue, including amendments, as of the date of the Contract Documents unless otherwise specified.

1.4 SUBMITTALS

A. Materials Source: Submit the name of suppliers for imported soil, bedding, aggregate, and backfill materials when requested by the Engineer. Provide materials from consistent sources throughout the Work unless a change is approved.

PART 2 – PRODUCTS

2.1 SOIL AND BACKFILL MATERIALS

A. Type S1 – Select Fill: Material shall consist of select, nonorganic and debris-free soil suitable for placement and compaction. Material shall be free from roots, vegetation, trash, construction debris, frozen material, and other objectionable matter.

B. Type S2 – Coarse Aggregate: Washed stone, free of shale, clay, friable material, sand, debris, and organic matter; ASTM C33, Size No. 467, unless otherwise specified.

C. Type S3 – Pea Gravel: Natural stone; washed, free of clay, shale, organic matter, and debris; graded to a minimum size of 1/4 inch and a maximum size of 5/8 inch.

D. Type S4 – Sand: Natural river or bank sand; washed and free of excessive silt, clay, loam, friable or soluble materials, debris, and organic matter; conforming to ASTM C33 where applicable.

E. Type S5 – Crushed Stone: Crushed limestone, No. 610 gradation.

F. Bedding and backfill material specifically required by an individual piping, equipment, or manufacturer's installation specification shall comply with that requirement.

2.2 SOURCE QUALITY CONTROL

A. Testing and analysis of soil and aggregate materials, when required, shall be performed in accordance with applicable ASTM standards, including ASTM D4318, ASTM C136, and ASTM D698.

B. If tests indicate that materials do not meet specified requirements, replacement of the material and required retesting shall be at the Contractor's expense.

C. Maximum dry density of soil materials, when required for compaction testing, shall be determined in accordance with ASTM D698.

2.3 STOCKPILING OF MATERIALS

A. Stockpile materials onsite only in quantities and locations that do not interfere with other construction activities or damage completed Work.

B. Separate differing materials to prevent mixing or contamination.

C. Direct surface water away from stockpiles to prevent erosion or deterioration of materials.

D. At completion of the Work, remove excess stockpiles and leave affected areas in a clean, neat, and properly graded condition without standing surface water.

PART 3 – EXECUTION

3.1 EXCAVATION

A. Perform excavation to the lines, grades, and depths necessary for proper installation of utilities, piping, conduits, drainage lines, and appurtenances included in the Work.

B. Prior to excavation, investigate and verify the location of existing underground utilities and structures to the extent necessary to perform the Work safely. Coordinate with Section 011115 – Utilities Coordination.

C. Exercise care during excavation to avoid damage to existing utilities, structures, sidewalks, pavement, landscaping, and other improvements.

D. When existing utilities, structures, or other obstructions are encountered that conflict with the proposed Work, notify the Engineer before proceeding with the affected installation.

E. Where adjustment of the proposed alignment or grade is necessary to avoid an existing utility or obstruction, obtain approval of the Engineer prior to making the adjustment.

F. Grade areas adjacent to excavations as necessary to prevent surface water from entering trenches. Remove water accumulating in excavations by pumping or other suitable methods.

G. Provide sheeting, shoring, shielding, sloping, or other protective systems as necessary and as required by applicable safety regulations for protection of personnel, adjacent structures, and property.

H. Excavated material that is unsuitable for reuse or excess to the requirements of the Work shall be removed and legally disposed of offsite unless otherwise directed by the Owner.

3.2 TRENCHING

A. Excavate trenches to the required alignment, depth, and width necessary for proper installation of the utility or piping system.

B. Trench widths shall be sufficient to permit proper installation, jointing, bedding, and compaction of backfill while avoiding unnecessary excavation.

C. Prepare trench bottoms to provide uniform and continuous support for piping and conduits. Provide bell holes where necessary so pipe barrels bear uniformly on the prepared bedding.

D. Where over-excavation occurs, restore the trench bottom to the required elevation using approved bedding or backfill material placed and compacted to provide uniform support.

E. Do not install piping, conduit, or other underground Work in standing water, mud, unstable material, or frozen ground.

F. Provide and maintain dewatering equipment as necessary to keep excavations suitable for installation of the Work. Discharge water in a manner that does not cause erosion, flooding, sediment discharge, or damage to adjacent improvements.

G. Excavated material shall be placed in a manner that does not obstruct sidewalks, access routes, drainage facilities, or other construction activities.

H. Where rock, concrete, masonry, debris, or other hard material is encountered within the required pipe bedding zone, remove such material sufficiently to prevent point loading or damage to the pipe. Replace with approved bedding material and compact as required.

I. Where unsuitable, unstable, organic, or excessively soft material is encountered at the trench bottom, remove the unsuitable material to the extent necessary to provide stable support and replace with approved bedding or backfill material.

J. Protect trees, shrubs, fences, sidewalks, playground improvements, outdoor fitness improvements, splash pad improvements, utilities, and other existing or completed improvements during trenching operations.

K. Provide temporary support and protection for existing underground and surface structures encountered during the Work.

L. Restore areas disturbed by trenching to a condition equal to or better than that existing immediately prior to the Contractor's operations, unless other restoration requirements are specified.

M. Provide barricades, warning devices, and other protection necessary for excavations located in or adjacent to areas accessible to workers or the public.

3.3 BEDDING

A. Provide bedding as required by the applicable piping, conduit, equipment, or manufacturer's installation requirements.

B. Bedding material shall be suitable for the type and size of pipe or conduit being installed and shall provide uniform and continuous support.

C. Shape and compact bedding to support the pipe barrel throughout its length. Excavate bell holes or joint recesses only to the extent necessary to properly make joints.

D. Where the approved manufacturer's written installation requirements or an individual Specification Section requires a specific bedding, embedment, or backfill material or installation method, those requirements shall govern over the general requirements of this Section.

3.4 BACKFILLING

A. General:

1. Do not backfill underground piping, conduits, utilities, or other Work until required inspections have been completed.
2. Backfill trenches with suitable material free from debris, organic matter, large stones, and other materials that could damage the installed Work or prevent proper compaction.
3. Trenches improperly backfilled or compacted shall be reopened and corrected as necessary at no additional cost to the Owner.
4. Backfilling covered by this Section includes material extending from the top of bedding or pipe zone material to existing or proposed finished grade or subgrade, as applicable.

B. Backfilling for Utility Lines:

1. Place initial backfill around and above piping or conduit using material and methods that will not damage or displace the installed Work.

2. Unless otherwise required by the applicable piping or manufacturer's specification, carefully place and compact backfill around the pipe and to a minimum of six inches (6") above the top of the pipe before using mechanical compaction equipment over the installation.
3. From six inches (6") above the pipe to finished grade or subgrade, place backfill in lifts of suitable thickness and compact by approved methods.
4. Unless a different requirement is specified by an individual Specification Section, compact trench backfill to a minimum of 95 percent of maximum dry density as determined by ASTM D698.
5. Where trenches are located beneath sidewalks, concrete, playground surfacing, outdoor fitness surfacing, splash pad improvements, or other structural or hardscape improvements, compact backfill sufficiently to provide a firm, non-yielding subgrade and comply with the requirements of the applicable overlying improvement.
6. Repair and restore existing or completed surfaces disturbed by construction activities to a condition equal to or better than that existing immediately prior to the Contractor's operations.
7. Where trenching occurs through areas prepared or constructed by others as part of the larger park improvements, the Contractor shall protect adjacent Work and restore areas disturbed by its operations. The Contractor shall be responsible for minor grading and adjustment necessary to properly integrate its utility Work with the surrounding improvements.

3.5 RECORDING OF UNDERGROUND WORK

A. Prior to concealment, record the actual location of underground piping, conduits, drainage lines, valves, fittings, and other concealed appurtenances as required by Section 017840 – Project Record Documents.

B. Record sufficient dimensions, elevations, or reference measurements to allow the Owner to reasonably locate concealed underground Work after completion.

END OF SECTION

SECTION 312513
SILT FENCE

PART 1 GENERAL

1.1 SCOPE OF WORK

A. In accordance with the requirements of this Section, the CONTRACTOR shall furnish, install, maintain, and remove temporary silt fence as necessary to control sediment and prevent sediment-laden runoff from leaving disturbed areas or adversely affecting adjacent property, drainage features, sidewalks, streets, or other improvements.

B. Silt fence shall be installed where indicated by the Contract Documents, where required by site conditions or applicable regulations, and where directed by the ENGINEER.

C. The CONTRACTOR shall be responsible for providing and maintaining adequate temporary erosion and sediment control measures throughout construction and until disturbed areas have been permanently stabilized.

PART 2 – MATERIALS

2.1 GEOTEXTILE FABRIC

A. Silt fence fabric shall be a water-permeable geotextile specifically manufactured and intended for use as temporary sediment-control fencing.

B. Fabric shall be of sufficient strength and durability for the intended application and shall comply with applicable manufacturer's recommendations and requirements.

C. Fabric for silt fence shall be manufactured in widths of not less than 3 feet. Sheets of fabric may be sewn or otherwise factory joined in accordance with the manufacturer's recommendations.

2.2 WOVEN WIRE BACKING

A. Where required by the fabric manufacturer or where necessary to provide adequate support, silt fence shall be reinforced with woven wire backing.

B. Woven wire backing shall be at least 32 inches high and have not less than six horizontal wires. Vertical wires shall be spaced not more than 12 inches apart. The top and bottom wires shall be 10 gage or larger. All other wire shall be not smaller than 12-1/2 gage.

C. Woven wire backing may be omitted where the silt fence fabric is specifically manufactured and approved for unsupported installation and is installed in accordance with the manufacturer's written requirements.

2.3 POSTS

A. Steel posts shall be used unless another post system is recommended by the silt fence manufacturer and approved by the ENGINEER.

B. Steel posts shall be of sufficient length, strength, and configuration to adequately support the silt fence throughout the duration of its intended use.

C. Posts shall have projections, notches, holes, or other suitable means for securely fastening the wire backing and/or fabric to the posts.

2.4 FASTENERS

A. Wire, ties, clips, or other fasteners shall be suitable for securely attaching the fabric and wire backing to the posts and shall be compatible with the silt fence system being installed.

2.5 MANUFACTURER'S CERTIFICATION

A. When requested by the ENGINEER, the CONTRACTOR shall furnish manufacturer's product data or certification demonstrating that the proposed silt fence materials are suitable for the intended application.

B. Fabric, posts, wire backing, and fasteners shall be subject to review by the ENGINEER prior to incorporation into the Work.

PART 3 – EXECUTION

3.1 INSTALLATION

A. Silt fence shall be installed at locations necessary to intercept sediment-laden runoff from disturbed areas before it leaves the Project site or enters adjacent property, drainage features, paved areas, or other areas requiring protection.

B. Installation shall be in accordance with the manufacturer's written recommendations and applicable regulatory requirements.

C. Silt fence shall generally be installed along the contour and shall not be installed in a manner that concentrates runoff or creates unintended drainage conditions.

D. Posts shall be securely driven or embedded into the ground at spacing adequate to support the fence. Post spacing shall comply with the manufacturer's recommendations for the fabric and support system furnished.

E. The bottom edge of the fabric shall be trenched or otherwise securely embedded into the ground in accordance with the manufacturer's recommendations to prevent runoff from passing beneath the fence.

F. Fabric shall be securely attached to the posts and woven wire backing, where used.

G. Where fabric is spliced, the connection shall be made at a support post or by another method recommended by the manufacturer that provides a continuous and effective sediment barrier.

H. Fabric having defects, rips, holes, deterioration, or damage that reduces its effectiveness shall not be incorporated into the Work.

I. The CONTRACTOR shall inspect the Work throughout construction and install additional silt fence or other temporary erosion-control measures where construction operations or changing site conditions make such measures necessary.

3.2 MAINTENANCE AND REMOVAL

A. The CONTRACTOR shall inspect and maintain silt fence throughout construction and after significant rainfall events. Damaged, displaced, undermined, or otherwise ineffective silt fence shall be repaired or replaced promptly.

B. Sediment accumulation shall be removed when it reaches a level that reduces the effectiveness or capacity of the silt fence or as otherwise required by applicable regulations.

C. Removed sediment shall be disposed of or redistributed in a manner that prevents the material from reentering stormwater runoff.

D. Temporary silt fence shall remain in place until the contributing disturbed areas have been permanently stabilized, unless otherwise approved by the ENGINEER.

E. Upon removal of temporary silt fence, the CONTRACTOR shall remove accumulated sediment and temporary materials, fill and compact trenches or post holes as necessary, restore disturbed grades, and stabilize bare areas in accordance with the Contract Documents.

F. Removal and disposal of temporary silt fence and restoration of affected areas shall be considered incidental to the Work unless otherwise specifically provided.

END OF SECTION

SECTION 312514
TEMPORARY EROSION CHECKS

PART 1 – GENERAL

1-01 1.01 DESCRIPTION

A. This work shall consist of furnishing, installing, maintaining, and removing temporary erosion checks as necessary to reduce runoff velocity, intercept sediment, and minimize erosion and sediment migration from disturbed areas during construction.

B. Temporary erosion checks may include straw wattles, fiber rolls, or other manufactured erosion-control devices suitable for the intended application and approved by the ENGINEER.

C. Temporary erosion checks shall be provided where indicated by the Contract Documents, where required by site conditions or applicable regulations, and where directed by the ENGINEER. Typical locations may include swales, drainage paths, around drainage inlets, along slopes, at the downstream limits of disturbed areas, and other locations where concentrated runoff or sediment migration may occur.

D. Temporary erosion checks shall be used in conjunction with silt fence and other erosion- and sediment-control measures as necessary to provide adequate protection throughout construction.

E. The CONTRACTOR shall be responsible for providing and maintaining adequate temporary erosion- and sediment-control measures throughout construction and until disturbed areas have been permanently stabilized.

PART 2 – PRODUCTS

2.01 TEMPORARY EROSION CHECKS

A. Straw wattles or fiber rolls shall consist of clean, weed-free straw, wood fiber, coconut fiber, or other approved biodegradable material contained within a durable netting suitable for erosion- and sediment-control applications.

B. Wattles or fiber rolls shall be commercially manufactured products of sufficient diameter, density, strength, and durability for the intended application.

C. Stakes shall be wood or other material recommended by the manufacturer and shall be of sufficient length and strength to securely anchor the erosion check.

D. Materials shall be free from objectionable weeds, mold, rot, or other deterioration that would reduce their effectiveness.

E. Other manufactured temporary erosion-control devices may be utilized when suitable for the intended application and approved by the ENGINEER.

F. Temporary erosion-control products shall be installed in accordance with the manufacturer's written recommendations. Where manufacturer's requirements are more stringent than the requirements of this Section, the manufacturer's requirements shall govern.

PART 3 – EXECUTION

3.01 INSTALLATION

A. Temporary erosion checks shall be installed at locations necessary to reduce runoff velocity, intercept sediment, and protect adjacent property, drainage features, paved areas, and other improvements from sediment-laden runoff.

B. The CONTRACTOR shall evaluate site conditions throughout construction and provide additional temporary erosion checks or other erosion-control measures where construction operations or changing site conditions make such measures necessary.

C. Wattles and fiber rolls shall be installed generally along the contour or perpendicular to the direction of runoff, as appropriate for the intended application.

D. The ground beneath wattles or fiber rolls shall be prepared as necessary to provide continuous contact between the erosion-control device and the ground surface and to prevent runoff from passing beneath the device.

E. Wattles and fiber rolls shall be securely anchored with stakes at spacing recommended by the manufacturer. Stakes shall be driven sufficiently into the ground to prevent displacement during anticipated runoff conditions.

F. Where individual sections are joined, ends shall be tightly abutted or overlapped in accordance with the manufacturer's recommendations to prevent runoff from passing through gaps.

G. Installation shall not create unintended ponding, redirect runoff onto adjacent property, or otherwise adversely affect existing drainage patterns.H. Temporary erosion checks installed around drainage inlets shall be arranged so as not to completely obstruct drainage or create a hazardous condition.

I. Damaged, displaced, deteriorated, or improperly installed erosion-control materials shall be repaired or replaced promptly.

3.02 MAINTENANCE AND REMOVAL

A. The CONTRACTOR shall inspect and maintain temporary erosion checks throughout construction and after significant rainfall events.

B. Sediment accumulation shall be removed when it reaches a level that reduces the effectiveness or capacity of the erosion check or as otherwise required by applicable regulations.

C. Removed sediment shall be disposed of or redistributed in a manner that prevents the material from reentering stormwater runoff.

D. Temporary erosion checks shall remain in place until the contributing disturbed areas have been permanently stabilized, unless otherwise approved by the ENGINEER.

E. When temporary erosion checks are no longer required, the CONTRACTOR shall remove the materials and accumulated sediment, restore disturbed grades, and stabilize bare areas in accordance with the Contract Documents.

F. Removal and disposal of temporary erosion checks and restoration of affected areas shall be considered incidental to the Work unless otherwise specifically provided.

END OF SECTION

SECTION 321123
CRUSHED LIMESTONE BASE

PART 1 - GENERAL

1.01 DESCRIPTION

A. This item shall consist of furnishing all materials, labor, equipment, and performing all Work necessary for construction of a crushed limestone base course on a prepared subgrade in accordance with the requirements of the Contract Documents.

B. Where required by the Contract Documents, approved Shop Drawings, equipment manufacturer's requirements, or directed by the Engineer, crushed limestone base shall be installed beneath or in connection with sidewalks, playground improvements, outdoor fitness improvements, splash pad improvements, surfacing systems, utility trench restoration, temporary construction access, and other site improvements included in the Work.

C. The compacted thickness of crushed limestone base shall be as required by the applicable Specification Section, approved Shop Drawings, manufacturer's installation requirements, or as directed by the Engineer.

D. Major roadway construction or overall park site development is not included under this Section unless specifically indicated in the Contract Documents.

1.02 APPLICABLE DOCUMENTS

A. The latest edition of the following publications shall form a part of this Specification and, where referred to by basic designation only, shall be applicable to the extent indicated.

B. American Association of State Highway and Transportation Officials (AASHTO):

1. AASHTO T 96 – Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine.

C. Mississippi Standard Specifications for Road and Bridge Construction, latest applicable edition, where referenced herein.

D. ASTM International, latest applicable edition:

1. ASTM D698 – Laboratory Compaction Characteristics of Soil Using Standard Effort.
2. ASTM D4318 – Liquid Limit, Plastic Limit, and Plasticity Index of Soils.
3. ASTM C136/C136M – Sieve Analysis of Fine and Coarse Aggregates.

PART 2 - MATERIALS

2.01 GENERAL

A. Crushed limestone shall meet the gradation of the following table.

CRUSHED STONE GRADATION LIMITS	
Sieve Size	Percent Passing
1-1/2 inch	100
1 inch	90-100
3/4 inch	70-100
1/2 inch	62-90
3/8 inch	50-80
No. 4	40-65
No. 40	12-26
No. 200	5-12

B. The portion of the crushed limestone passing the No. 40 sieve shall have a liquid limit not greater than 25 and a plasticity index not greater than 5.

C. Where an approved manufacturer of playground equipment, outdoor fitness equipment, splash pad equipment, surfacing, or other improvements requires a different aggregate base material or gradation as a condition of its installation or warranty requirements, such material may be submitted to the Engineer for review and approval. Approved manufacturer-required materials shall be installed in accordance with the manufacturer's written requirements.

2.02 SOURCE AND TESTING

A. The limestone base material shall be obtained from a source furnished by the Contractor and reviewed by the Engineer. The Contractor shall designate the proposed source and submit certified gradation test results to the Engineer for review prior to placement of the material.

B. Testing shall be completed as specified herein and as directed by the Engineer. Tests shall be completed by a qualified testing laboratory acceptable to the Engineer, and results shall be submitted to the Engineer. Testing shall be an absorbed cost item unless otherwise indicated in the Contract Documents.

PART 3 – CONSTRUCTION REQUIREMENTS

3.01 GENERAL REQUIREMENTS

A. Subgrade: Prior to placing base course material, the subgrade shall be properly prepared in accordance with Section 312313 – Subgrade Preparation. Any ruts, soft or yielding areas, unsuitable material, or areas damaged by poor drainage, construction traffic, or other causes shall be corrected, compacted, and brought to the required line and grade before placement of the base course.

B. Placing and Spreading: Base course material may be spread in one or more lifts of suitable thickness to achieve the required compaction. Base material shall be deposited and spread in uniform layers without appreciable segregation. Addition of water or drying shall be performed as necessary to produce material capable of being compacted to the required density.

C. Compacting: Base course shall be compacted using equipment appropriate for the location, thickness, and type of Work. Compaction equipment shall not damage adjacent or previously completed improvements.

1. Each layer of base material shall be compacted to a density of 100 percent of maximum dry density as determined by ASTM D698 (Standard Proctor) at a moisture content suitable to achieve the required compaction.

2. Irregularities, depressions, yielding areas, or other deficiencies that develop during compaction shall be corrected by loosening, adding or removing material, moisture conditioning as necessary, and recompacting.

3. In confined areas where conventional rollers cannot reasonably be used, mechanical tampers, vibratory compactors, or other suitable equipment may be used to achieve the required density.

D. Surface and Thickness Requirements: The surface of the completed base shall present a uniform appearance and smooth surface without sharp breaks, yielding areas, or depressions that will hold water.

1. Finished base elevations shall be within plus or minus one-half inch (1/2") of the required grade unless a more stringent tolerance is specified for the overlying improvement.

2. Thickness of the completed base course shall not vary more than one-half inch (1/2") from the required thickness.

3. Base beneath playground surfacing, outdoor fitness surfacing, splash pad improvements, sidewalks, or other manufactured systems shall also comply with applicable manufacturer requirements for grade, elevation, drainage, thickness, and surface tolerances.

3.02 MAINTENANCE

A. Maintain completed base by watering, grading, compacting, or other appropriate means as necessary to prevent loss of material and preserve required lines, grades, elevations, and cross-sections until placement of the overlying improvement or acceptance of the Work.

B. Repair areas damaged by construction traffic, weather, erosion, or other operations. Provide additional material as necessary to correct low areas and maintain required grades.

C. Where Work under this Contract is constructed adjacent to or over improvements previously completed as part of the larger park project, protect such improvements and perform minor adjustments necessary to properly integrate the Work included in this Contract.

3.03 SUBMITTAL DATA

A. Submit certified gradation test results and designate the source of supply.

B. Submit compaction testing results where testing is required by the Contract Documents or directed by the Engineer.

C. Where an alternate aggregate base material is proposed to satisfy an approved manufacturer's installation requirements, submit product information, gradation, proposed thickness, and manufacturer's written installation requirements for review prior to use.

END OF SECTION

SECTION 321313
SITE CONCRETE ACCESSORIES

PART 1 – GENERAL

1.01 DESCRIPTION

A. Scope:

1. Contractor shall provide all labor, materials, equipment, and incidentals required to furnish and install concrete accessories associated with site concrete Work.
2. Concrete accessories include, as applicable:

a. Construction joints.

b. Expansion and isolation joints.

c. Control joints.

d. Joint fillers and sealants.

e. Anchor bolts, anchors, embedded items, and related accessories.

f. Accessories required for installation of playground equipment, outdoor fitness equipment, fencing, splash pad components, and other improvements supported by or anchored to concrete.

B. Concrete accessories shall be compatible with the concrete Work and with the equipment, structures, or systems being installed.

C. Where an approved equipment manufacturer requires accessories, anchors, embedments, joint materials, or installation methods different from or more stringent than the general requirements of this Section, comply with the approved manufacturer's written requirements, subject to review by the Engineer.

D. Related Work Specified Elsewhere:

1. Section 321314 – Concrete Placement.
2. Section 321315 – Concrete Formwork.
3. Individual Specification Sections for playground equipment, outdoor fitness equipment, splash pad systems, fencing, and other improvements requiring concrete foundations or anchorage.

1.02 QUALITY ASSURANCE

A. Reference Standards: Comply with applicable provisions and recommendations of the following, except as otherwise specified:

1. ACI 301 – Specifications for Concrete Construction.
2. ASTM A36/A36M – Standard Specification for Carbon Structural Steel, where applicable.
3. ASTM D1752 – Standard Specification for Preformed Sponge Rubber, Cork, and Recycled PVC Expansion Joint Fillers for Concrete Paving and Structural Construction.
4. Applicable requirements of approved equipment manufacturers.

B. Manufactured items shall be installed in accordance with manufacturer's written instructions.

C. Where conflicts occur between this Section and approved equipment manufacturer's installation requirements, notify the Engineer prior to installation.

1.03 SUBMITTALS

A. Submit in accordance with Section 012910 – Submittals.

B. Submit manufacturer's product data and installation instructions for:

1. Expansion and isolation joint fillers.
2. Joint sealants.
3. Bonding agents, where required.
4. Anchor bolts, proprietary anchors, and embedded accessories.
5. Manufacturer-required concrete accessories associated with playground equipment, outdoor fitness equipment, fencing, splash pad systems, or other equipment.

C. Shop Drawings:

1. Where required, indicate proposed construction, expansion, isolation, and control joint locations.
2. Show anchor bolts, embedded items, templates, and other accessories requiring placement before concrete placement.
3. Where equipment manufacturers provide foundation or anchorage details, submit the manufacturer's approved installation drawings showing required anchors, embedment, concrete footing configuration, and associated accessories.

PART 2 – PRODUCTS

2.01 GENERAL

A. Provide concrete accessories suitable for their intended exterior application and compatible with adjacent materials.

B. Products specified by manufacturer or product name are intended to establish the required type and quality. Approved equal products may be provided in accordance with the Contract Documents.

C. Where the approved equipment manufacturer requires proprietary anchors, bolts, embedments, sleeves, or accessories for proper installation or warranty compliance, provide the manufacturer-required products.

2.02 EXPANSION AND ISOLATION JOINT FILLER

A. Provide preformed expansion joint filler complying with ASTM D1752 or other suitable material approved for the intended application.

B. Thickness shall be as required by the applicable concrete installation, approved Shop Drawings, or equipment manufacturer's requirements.

C. Joint filler shall extend continuously through the required joint unless otherwise indicated.

2.03 JOINT SEALANT

A. Provide exterior-grade joint sealant suitable for concrete paving and site improvements.

B. Sealant shall be compatible with the joint filler and adjacent concrete surfaces and shall be suitable for anticipated exterior exposure and movement.

C. Color shall be selected by the Owner or Engineer from manufacturer's standard colors where exposed to view.

D. Install in accordance with manufacturer's written instructions.

2.04 EPOXY BONDING AGENT

A. Where required for bonding new concrete to existing or previously cured concrete, provide a two-component epoxy bonding agent suitable for the intended application.

B. Product shall be one of the following, or approved equal:

1. Sikadur or applicable product by Sika.

2. Comparable product by an approved manufacturer.
3. Approved equal.

C. Use only where required by the Contract Documents, approved repair procedures, or directed by the Engineer.

2.05 ANCHOR BOLTS, ANCHORS, AND EMBEDDED ITEMS

A. Provide anchor bolts, anchors, embedments, sleeves, plates, and related accessories as required by the Contract Documents and approved equipment manufacturer's installation requirements.

B. Anchor materials, sizes, lengths, grades, coatings, and configurations shall comply with the requirements of the applicable equipment manufacturer or approved Shop Drawings.

C. Exposed ferrous anchors and hardware shall be galvanized, stainless steel, or otherwise corrosion-resistant as required for the intended exterior application.

D. Set anchor bolts and embedded items using templates or other positive means necessary to maintain correct location, elevation, alignment, and projection during concrete placement.

E. Verify all anchor and embedment locations prior to concrete placement.

F. Anchor bolts and embedded items associated with playground equipment, outdoor fitness equipment, fencing, splash pad equipment, or other manufactured systems shall comply with the approved manufacturer's written installation requirements.

2.06 MANUFACTURER-REQUIRED ACCESSORIES

A. Where the approved manufacturer of playground equipment, outdoor fitness equipment, splash pad equipment, fencing, or other systems requires concrete accessories not specifically listed herein, provide such accessories as necessary for proper installation.

B. Manufacturer-required accessories may include anchors, sleeves, templates, embedments, plates, isolation materials, proprietary hardware, or other components.

C. Submit manufacturer-required accessories for review as part of the applicable equipment or system submittal.

PART 3 – EXECUTION

3.01 INSPECTION

A. Examine conditions under which concrete accessories are to be installed.

B. Notify the Engineer of conditions that prevent proper installation.

C. Do not proceed with affected Work until unsatisfactory conditions have been corrected or otherwise resolved.

3.02 CONSTRUCTION JOINTS

A. Comply with applicable requirements of ACI 301.

B. Locate construction joints as indicated by the Contract Documents, approved Shop Drawings, equipment manufacturer's requirements, or as approved by the Engineer.

C. Prepare existing concrete surfaces receiving new concrete by removing laitance, loose material, dirt, debris, curing compounds, and other substances that may prevent proper bond.

D. Where bonding agents are required, prepare surfaces and apply bonding material in accordance with manufacturer's written instructions.

3.03 EXPANSION AND ISOLATION JOINTS

A. Install expansion and isolation joints where indicated or required to separate concrete improvements from fixed structures, equipment foundations, existing concrete, or other improvements where differential movement may occur.

B. Install joint filler and sealant in accordance with manufacturer's written instructions.

C. Maintain joint materials in proper position during concrete placement.

3.04 CONTROL JOINTS

A. Provide control joints at locations and spacing required by the applicable concrete Work, approved layout, or Contract Documents.

B. Coordinate control joints with equipment foundations, anchors, sidewalks, splash pad improvements, and adjacent construction so joints do not interfere with required anchorage or equipment installation.

C. Where an equipment manufacturer establishes limitations on joint locations near foundations or anchors, comply with those requirements.

3.05 ANCHORS AND EMBEDDED ITEMS

A. Install anchor bolts, anchors, sleeves, templates, plates, and embedded items before concrete placement where required.

B. Secure accessories rigidly to prevent displacement during concrete placement.

C. Verify dimensions, elevations, orientation, spacing, and projection before concrete is placed.

D. Do not field-modify manufacturer-provided anchors or embedded components without written approval from the equipment manufacturer and Engineer.

E. Correct improperly located anchors or embedments only by a method approved by the Engineer and, where applicable, the equipment manufacturer.

3.06 MANUFACTURER REQUIREMENTS

A. Concrete accessories associated with playground equipment, outdoor fitness equipment, splash pad equipment, fencing, or other manufactured systems shall be installed in accordance with the approved manufacturer's written instructions and approved Shop Drawings.

B. Where manufacturer requirements exceed or differ from the general requirements of this Section, notify the Engineer prior to construction. Approved manufacturer requirements necessary for proper installation, safety, performance, or preservation of warranty shall govern.

END OF SECTION

SECTION 321314
SITE CONCRETE PLACEMENT

PART 1 – GENERAL

1.01 SCOPE

A. This Work consists of furnishing, placing, finishing, curing, and testing Portland cement concrete for site improvements in accordance with these Specifications and in reasonable conformity with the lines, grades, elevations, dimensions, approved layouts, and manufacturer requirements applicable to the Work.

B. The Contractor shall furnish all labor, materials, equipment, tools, supervision, and incidentals required to provide cast-in-place concrete associated with sidewalks, concrete paving, equipment foundations and footings, playground improvements, outdoor fitness improvements, splash pad improvements, fencing and gates, curbing, equipment pads, and other miscellaneous site concrete included in the Work.

C. Concrete foundations, footings, anchorage, embedment, dimensions, and configuration associated with playground equipment, outdoor fitness equipment, splash pad equipment, fencing, or other manufactured systems shall comply with the approved manufacturer's written installation requirements and approved Shop Drawings.

D. Where approved manufacturer requirements differ from or are more stringent than the general requirements of this Section, notify the Engineer prior to placement. Manufacturer requirements necessary for proper installation, safety, performance, or preservation of warranty shall govern upon approval.

PART 2 – PRODUCTS

2.01 CONCRETE

A. Strength and Slump:

1. Unless otherwise specified by an individual Specification Section or approved manufacturer's installation requirements, concrete shall develop a minimum compressive strength of 3,500 psi at 28 days.
2. Maximum slump shall be 4 inches, unless a different slump is approved by the Engineer as part of the concrete mix design or required for an approved placement method.
3. Where an individual Specification Section requires greater concrete strength, the more stringent requirement shall govern.

B. Materials: Concrete materials shall comply with applicable requirements of the Mississippi Standard Specifications for Road and Bridge Construction, 2024 Edition, including the following, as applicable:

1. Portland Cement – Sections 701.01 and 701.02.
2. Admixtures – Section 713.02.
3. Fly Ash – Section 714.05.
4. Fine Aggregate – Section 703.02.
5. Coarse Aggregate – Section 703.03.
6. Curing Materials – Section 713.01.
7. Joint Materials – applicable requirements of Section 707.
8. Reinforcing Steel – Section 711.02.

C. Aggregates used in concrete shall comply with the applicable requirements of Section 703 of the Mississippi Standard Specifications for Road and Bridge Construction, 2024 Edition.

D. Concrete mixtures shall contain the minimum quantity of water consistent with required workability and shall be proportioned to:

1. Prevent segregation during transportation and placement.
2. Provide adequate workability for proper placement and consolidation.
3. Completely surround reinforcement, anchors, and embedded items.
4. Produce dense, durable concrete free from excessive laitance, honeycombing, or voids.

2.02 AIR-ENTRAINED CONCRETE

A. Where air-entrained concrete is specified, required by the approved mix design, or recommended for exterior exposure, provide an approved air-entraining admixture.

B. Air content shall be appropriate for the aggregate size, exposure, and intended use of the concrete and shall comply with the approved mix design and applicable requirements of the Mississippi Standard Specifications.

C. Air-entraining admixtures shall be added in accordance with the manufacturer's written instructions.

2.03 ADMIXTURES AND ADDITIVES

A. Admixtures may be used when included in the approved mix design, required by the Contract Documents, or approved by the Engineer.

B. Admixtures may be used to improve workability, reduce mixing water, control setting time, improve durability, or achieve other required concrete properties.

C. Admixtures shall not be used to reduce the required cementitious content or otherwise diminish the specified performance of the concrete.

D. Admixtures containing chlorides shall not be permitted unless specifically approved by the Engineer.

E. Admixtures shall be used and dispensed in accordance with the manufacturer's written requirements.

PART 3 – EXECUTION

3.01 MIXING AND DELIVERY

A. Concrete shall be machine mixed and may be produced at an approved ready-mix concrete plant.

B. Ready mix concrete shall meet the requirements of the approved mix design and this Section.

C. Concrete shall be mixed and delivered in equipment suitable for producing and maintaining a uniform mixture without segregation.

D. Concrete shall be mixed only in quantities required for immediate use. Concrete that has developed initial set, partially hardened, or otherwise become unsuitable shall not be used.

E. Retempering concrete by the uncontrolled addition of water shall not be permitted.

F. Ready-mix concrete shall be discharged and placed within the allowable time established by the applicable standards, approved mix design, weather conditions, and manufacturer's recommendations.

G. Delivery tickets shall be available to the Engineer upon request and shall identify the concrete mix, batch time, quantity, and other information necessary to verify compliance with the approved mix design.

3.02 HANDLING AND PLACING CONCRETE

A. Prior to placing concrete:

1. Forms shall be properly installed and secured.

2. Reinforcement, anchors, sleeves, embedded items, and equipment-related accessories shall be accurately positioned and secured.
3. Subgrade and aggregate base shall be properly prepared and accepted.
4. Forms and placement areas shall be free from standing water, mud, debris, loose material, ice, frost, and other objectionable substances.
5. Manufacturer-required anchor templates, sleeves, post locations, foundation configurations, and embedments shall be verified where applicable.

B. Do not place concrete until required forms, reinforcement, foundations, anchors, and embedded items have been inspected where inspection is required.

C. Place concrete as near as practicable to its final position and in a manner that prevents segregation and displacement of reinforcement, anchors, or embedded items.

D. Do not place concrete on frozen ground, mud, topsoil, organic material, yielding subgrade, or other unsuitable material.

E. Concrete shall completely fill forms and surround reinforcing steel, anchors, embedded items, and equipment supports without honeycombing or excessive air pockets.

F. Consolidate concrete as necessary using appropriate vibration, rodding, spading, or other suitable methods.

G. Mechanical vibration shall be used where necessary to properly consolidate concrete around reinforcement, anchors, and embedded items. Vibration shall not be continued to the point of segregation.

H. Concrete shall not be dropped through excessive heights or handled in a manner that causes segregation.

I. Protect adjacent playground equipment, outdoor fitness equipment, splash pad components, fencing, turf, finished surfaces, and other improvements from concrete splatter and damage.

J. Finished foundation elevations and anchor locations shall conform to the approved Shop Drawings and manufacturer's requirements.

3.03 WEATHER CONDITIONS

A. Concrete shall not be placed under weather conditions that will adversely affect placement, finishing, curing, durability, appearance, or required strength.

B. Cold Weather:

1. Do not place concrete on frozen subgrade or against surfaces containing frost or ice.
2. When cold-weather conditions exist, provide protection and curing necessary to prevent freezing and maintain suitable concrete temperatures.
3. Cold-weather concreting shall comply with applicable requirements of the Mississippi Standard Specifications and accepted concrete construction practices.
4. The use of salt or other chloride-containing materials as a substitute for proper cold-weather protection shall not be permitted.

C. Hot Weather:

1. During hot-weather conditions, take precautions necessary to prevent excessive concrete temperature, rapid moisture loss, plastic shrinkage cracking, premature stiffening, or other detrimental effects.
2. Precautions may include cooling aggregates or mixing water, shading materials and equipment, scheduling concrete placement during cooler portions of the day, fogging the placement area, using approved set-retarding admixtures, or other appropriate methods.

3. Particular care shall be taken with sidewalks, splash pad concrete, equipment pads, and other exposed site concrete where finish quality and cracking may affect appearance, drainage, safety, or performance.

D. Where an individual Specification Section or approved manufacturer's requirements establish more specific weather limitations, those requirements shall govern.

3.04 CURING

A. Protect freshly placed concrete from premature drying, excessive temperatures, rain, freezing, construction traffic, and other conditions that may adversely affect curing.

B. Begin curing as soon as practicable after finishing operations have been completed.

C. Cure concrete by approved wet-curing methods, curing compounds, coverings, or other methods appropriate for the Work.

D. Wet curing, where used, shall be continuous for a minimum of seven (7) days unless otherwise approved or permitted by the applicable concrete requirements.

E. Curing compounds shall be applied in accordance with the manufacturer's written instructions.

F. Curing compounds proposed beneath synthetic turf, coatings, adhesives, sealants, playground surfacing, or other bonded materials shall be compatible with the subsequent installation. Do not use curing compounds that would interfere with adhesion or performance of the finished system.

G. Protect concrete from damage until adequate strength has developed for the anticipated construction loads and installation activities.

3.05 PATCHING AND REPAIR

A. After form removal, inspect concrete for honeycombing, voids, exposed aggregate, damaged edges, surface defects, and other deficiencies.

B. Remove loose and unsound material and repair defects using suitable repair materials and methods approved by the Engineer.

C. Repairs shall match adjacent concrete in appearance where exposed to view.

D. Concrete having defects that materially affect structural capacity, drainage, appearance, safety, equipment installation, or durability shall be corrected or replaced as directed by the Engineer.

3.06 FINISHING

A. Concrete surfaces shall be finished as required by the applicable Specification Section, intended use, approved layout, or manufacturer's requirements.

B. Sidewalks and Pedestrian Concrete:

1. Strike off, consolidate, and float surfaces to required elevations and slopes.
2. Provide a uniform broom finish unless otherwise specified.
3. Provide a slip-resistant surface suitable for pedestrian use.
4. Finished surfaces shall drain without ponding or birdbaths.

C. Splash Pad Concrete:

Concrete associated with the splash pad shall comply with the specific requirements of Section 116800 – Splash Pad System, including concrete strength, thickness, reinforcement, slopes, finishing, jointing, base preparation, and other requirements specified therein.

D. Equipment Foundations and Footings:

1. Finish exposed portions neatly and uniformly.

2. Top surfaces shall be level or sloped as required by the approved equipment manufacturer's installation instructions.
3. Foundation elevations shall not interfere with required safety surfacing, synthetic turf, drainage, accessibility, or equipment clearances.

E. Formed Concrete Surfaces:

Exposed formed surfaces shall be reasonably smooth and uniform and free from objectionable fins, projections, honeycombing, or other defects.

F. Unless otherwise specified, sidewalks and other pedestrian surfaces shall not vary more than 1/8 inch under a 10-foot straightedge, except where intentional grade changes or drainage slopes are required.

3.07 COORDINATION WITH MANUFACTURED EQUIPMENT

A. Before placing equipment foundations or footings, verify the approved manufacturer's:

1. Foundation dimensions.
2. Footing depths.
3. Post embedment.
4. Anchor locations.
5. Anchor bolt or hardware requirements.
6. Equipment orientation.
7. Finished surface elevations.
8. Safety surfacing elevations and thicknesses.

B. Playground and outdoor fitness equipment foundations shall comply with the approved manufacturer's written installation instructions and Shop Drawings.

C. Where manufacturer-required footing dimensions, concrete strength, reinforcement, anchors, or other concrete requirements exceed the general requirements of this Section, the approved manufacturer requirements shall govern.

D. Do not modify manufacturer-required foundations or anchor systems without approval of the equipment manufacturer and Engineer.

3.08 FIELD QUALITY CONTROL DURING CONSTRUCTION

A. Perform sampling and testing of concrete when required by the Engineer.

B. Testing shall be performed by qualified personnel and an acceptable testing laboratory.

C. Testing may include:

1. Sampling Fresh Concrete: ASTM C172/C172M.
2. Slump: ASTM C143/C143M.
3. Air Content: ASTM C231/C231M, where applicable.
4. Concrete Temperature: ASTM C1064/C1064M.
5. Compression Test Specimens: ASTM C31/C31M.
6. Compressive Strength: ASTM C39/C39M.

D. Unless otherwise directed by the Engineer, provide at least one set of compressive strength specimens for each concrete mix placed in a day when strength testing is required.

E. Additional testing frequency may be required based on quantity placed, type of improvement, or observed conditions.

F. Test reports shall identify the Project, date, concrete mix, location of placement, slump, air content where applicable, concrete temperature, and compressive strength results.

G. Concrete failing to meet specified requirements shall be evaluated by the Engineer and shall be subject to corrective action, additional testing, repair, or removal and replacement as appropriate.

END OF SECTION

SECTION 321315
SITE CONCRETE FORMWORK

PART 1 – GENERAL

1.01 DESCRIPTION

A. Scope: Contractor shall provide all labor, materials, equipment, and incidentals required to furnish, install, maintain, and remove concrete formwork for site concrete Work.

B. Work includes providing openings and incorporating sleeves, anchor bolts, inserts, embedded items, templates, and other components required to be placed in or coordinated with the concrete.

C. Formwork under this Section may include, as applicable, sidewalks, equipment foundations and footings, splash pad concrete, fencing foundations, curbing, equipment pads, and other miscellaneous site concrete included in the Work.

D. Where concrete formwork, footing configuration, anchor locations, embedment, or other requirements are established by the approved manufacturer of playground equipment, outdoor fitness equipment, splash pad equipment, fencing, or other manufactured systems, coordinate the formwork with the approved manufacturer's written installation requirements and Shop Drawings.

1.02 COORDINATION

A. Review requirements of other Specification Sections and approved manufacturer submittals and coordinate installation of items that must be placed with or within the formwork.

B. Coordinate formwork with reinforcement, anchors, sleeves, embedded items, equipment foundations, utility penetrations, and other Work required prior to concrete placement.

C. Verify manufacturer-required footing dimensions, anchor templates, post locations, finished elevations, and embedment requirements before constructing forms.

1.03 QUALITY ASSURANCE

A. Contractor shall examine the subgrade, foundations, and conditions under which concrete formwork is to be constructed and notify the Engineer of unsatisfactory conditions.

B. Do not proceed with affected Work until unsatisfactory conditions have been corrected or otherwise resolved.

C. Reference Standards: Comply with applicable requirements of:

1. ACI 347 – Guide to Formwork for Concrete.
2. ACI 301 – Specifications for Concrete Construction.

D. Construct formwork to provide completed concrete surfaces within applicable tolerances of ACI 347 and the requirements of the Contract Documents.

E. Proprietary form systems and accessories shall be used in accordance with manufacturer's written instructions.

1.04 SUBMITTALS

A. Submit in accordance with Section 012910 – Submittals.

B. Submit manufacturer's product data and installation instructions for proprietary form materials, form coatings, ties, and accessories when requested by the Engineer.

C. Where formwork is associated with playground equipment, outdoor fitness equipment, splash pad equipment, fencing, or other manufactured systems, coordinate formwork dimensions and embedded items with the approved manufacturer's Shop Drawings.

1.05 DELIVERY, STORAGE, AND HANDLING

A. Store form materials in a manner that protects them from damage and excessive weather exposure.

B. Store materials above ground on blocking or supports.

C. Handle materials to prevent damage, warping, contamination, or other conditions that could adversely affect the finished concrete.

PART 2 – PRODUCTS

2.01 FORM MATERIALS

A. Forms for Exposed Concrete: Construct forms for exposed concrete surfaces using plywood, metal-faced forms, manufactured panel systems, or other suitable materials capable of producing continuous, straight, smooth surfaces.

B. Furnish form materials of sufficient strength and thickness to withstand concrete placement pressures without objectionable bowing or deflection.

C. Forms for Unexposed Concrete: Concrete surfaces that will be concealed or buried may be formed using plywood, lumber, metal, or other suitable materials.

D. Forms shall be sufficiently tight to prevent leakage of cement paste during placement.

2.02 FORM TIES

A. Provide factory-manufactured removable or snap-off metal form ties suitable for the intended application.

B. Form ties shall be designed to prevent excessive form deflection and avoid spalling of concrete during removal.

C. Where portions of form ties remain in exposed concrete, the remaining portion shall be recessed sufficiently to permit proper patching.

D. Wire ties shall not be permitted where they would remain exposed or adversely affect the finished concrete.

2.03 FORM COATINGS

A. Provide commercial form-release compounds that will not bond with, stain, discolor, or adversely affect concrete surfaces.

B. Form coatings shall not interfere with subsequent curing, sealants, coatings, synthetic turf adhesives, playground surfacing, or other materials requiring bond to the concrete.

C. Apply form coatings in accordance with manufacturer's written instructions.

2.04 DESIGN OF FORMWORK

A. Design, erect, support, brace, and maintain formwork to safely support fresh concrete and construction loads until the concrete has developed adequate strength.

B. Construct formwork so that completed concrete is of the required size, shape, alignment, elevation, and position.

C. Provide adequate bracing and support to prevent settlement, movement, bulging, sagging, or distortion during concrete placement.

D. Construct forms sufficiently tight to prevent loss of mortar or cement paste.

E. Formwork shall be readily removable without impact, shock, or damage to concrete surfaces or adjacent Work.

F. Where manufacturer-required foundations or footings are involved, formwork shall conform to the approved manufacturer dimensions, elevations, and configurations.

PART 3 – EXECUTION

3.01 INSPECTION

A. Examine conditions under which formwork is to be installed.

B. Notify the Engineer of conditions that prevent proper construction or placement.

C. Do not proceed with affected Work until unsatisfactory conditions have been corrected or resolved.

3.02 FORM CONSTRUCTION

A. Construct forms mortar-tight and sufficiently rigid to prevent distortion caused by concrete pressure, vibration, and construction loads.

B. Construct and maintain forms so that finished concrete conforms to required dimensions, grades, elevations, slopes, and contours.

C. Construct forms in accordance with ACI 347 and applicable requirements of the Contract Documents.

D. Provide openings, recesses, chamfers, screeds, bulkheads, anchorages, sleeves, inserts, and other features required for completion of the Work.

E. Fabricate forms for easy removal without damaging concrete surfaces.

F. Provide temporary openings where necessary for inspection, cleaning, or proper concrete placement.

G. Secure forms and embedded items to prevent displacement during concrete placement.

H. Forms shall remain properly aligned and secured until concrete has developed adequate strength for safe removal.

I. Where metal forms are used, keep surfaces clean and free from rust, grease, or other substances that could stain or damage the concrete.

J. Forms for exposed concrete shall be smooth and arranged to minimize visible joints, fins, offsets, and other surface irregularities.

3.03 CORNER TREATMENT

A. Exposed corners of foundations, pads, curbs, and other formed site concrete shall be neat, straight, and free from broken or ragged edges.

B. Chamfers shall be provided where indicated by the Contract Documents or where appropriate for exposed concrete surfaces.

C. Unless otherwise shown or required, buried or concealed corners may be formed square.

D. Chamfers or edge treatment associated with playground, fitness, or splash pad concrete shall not create sharp edges or conditions that could present a hazard to users.

3.04 CLEANING AND FORM COATINGS

A. Thoroughly clean forms and adjacent surfaces prior to concrete placement.

B. Remove sawdust, dirt, loose material, standing water, and other debris.

C. Apply form-release coating before placement of reinforcement where practical.

D. Do not permit excess form-release material to contact reinforcement, anchors, embedded items, construction joints, or concrete surfaces that will subsequently receive bonded materials.

3.05 INSTALLATION OF EMBEDDED ITEMS

A. Set and secure anchor bolts, sleeves, inserts, templates, plates, and other embedded items required by the Contract Documents or approved manufacturer's installation requirements.

B. Use approved setting drawings, manufacturer templates, diagrams, and instructions to establish correct locations and elevations.

C. Verify all embedded items prior to concrete placement.

D. Embedded items associated with playground equipment, outdoor fitness equipment, splash pad equipment, fencing, and other manufactured systems shall comply with the approved manufacturer's written requirements and Shop Drawings.

E. Do not modify manufacturer-required anchor locations, embedment, or templates without approval of the manufacturer and Engineer.

3.06 EDGE FORMS AND SCREEDS

A. Set edge forms, bulkheads, and screed guides to establish required elevations, slopes, and contours.

B. Provide sufficient supports to maintain forms and screeds at the required elevations during concrete placement.

C. Coordinate elevations and slopes with sidewalks, splash pad surfaces, turf systems, playground surfacing, drainage, and adjacent improvements.

3.07 FIELD QUALITY CONTROL

A. Before concrete placement, Contractor shall check formwork, supports, ties, coatings, dimensions, elevations, and embedded items.

B. Make corrections and adjustments necessary to ensure proper size, location, alignment, and stability.

C. During concrete placement, monitor formwork and supports to ensure that forms do not move or deform.

D. If formwork becomes unstable, displaced, or otherwise unsatisfactory, stop concrete placement as necessary until deficiencies are corrected.

3.08 REMOVAL OF FORMS

A. Remove forms in accordance with ACI 301 and ACI 347.

B. Do not remove forms until the concrete has developed sufficient strength to prevent damage and safely support its own weight and any anticipated loads.

C. Remove forms carefully so as not to damage concrete surfaces, edges, anchors, or embedded items.

D. Where earlier form removal is necessary for finishing or manufacturer-required installation, removal shall be permitted only after the concrete has attained sufficient strength.

E. Methods of removal likely to crack, chip, spall, or otherwise damage concrete shall not be permitted.

F. Continue required curing and protection following form removal.

3.09 REUSE OF FORMS

A. Clean and repair forms before reuse.

B. Split, warped, frayed, delaminated, excessively worn, or otherwise damaged form materials shall not be reused where they would adversely affect the finished concrete.

C. Reapply form-release coating as required before reuse.

D. Reused forms shall remain sufficiently straight, rigid, tight, and smooth to produce concrete meeting the requirements of the Contract Documents.

END OF SECTION

SECTION 323119
FENCES AND GATES

PART 1 – GENERAL

1.01 SECTION INCLUDES

A. Four-foot-high wrought iron fencing with a black finish, unless otherwise selected by the Owner, designed for use around a public playground, splash pad, and outdoor fitness area.

B. Wrought iron gates and associated hardware.

C. Posts, rails, pickets, panels, fittings, fasteners, gate hardware, concrete post foundations, and accessories required for a complete fence and gate installation.

D. Fence system intended to enclose the perimeter of the playground, outdoor fitness area, and splash pad area and provide a safe enclosure appropriate for use around children and the general public.

1.02 RELATED REQUIREMENTS

A. Section 012910 – Submittals.

B. Section 321313 – Concrete Accessories.

C. Section 321314 – Concrete Placement.

D. Section 321315 – Concrete Formwork.

1.03 REFERENCE STANDARDS

A. ASTM A36/A36M – Standard Specification for Carbon Structural Steel.

B. ASTM A123/A123M – Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products, where applicable.

C. ASTM A153/A153M – Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware, where applicable.

D. ASTM A307 – Standard Specification for Carbon Steel Bolts, Studs, and Threaded Rod.

1.04 SUBMITTALS

A. Submit in accordance with Section 012910 – Submittals.

B. Product Data: Submit manufacturer's or fabricator's information for materials, components, coatings, finishes, gate hardware, and accessories proposed for use.

C. Shop Drawings: Submit complete shop drawings showing:

1. Proposed fence layout around the playground, outdoor fitness area, and splash pad area.
2. Fence height, panel or section lengths, post spacing, corners, transitions, and changes in grade.
3. Locations, sizes, clear widths, and swing direction of gates.
4. Posts, rails, pickets, connections, and decorative components.
5. Post foundation dimensions and installation details.
6. Gate frames, hinges, latches, stops, and other hardware.

7. Proposed fence profile and appearance.
8. Details of welded and mechanical connections.
9. Proposed coating and finish system.
10. Coordination with playground equipment, outdoor fitness equipment, splash pad improvements, sidewalks, turf areas, utilities, drainage facilities, and other improvements.
11. Picket-top configuration, spacing of fence openings, gate hardware, and other features necessary to demonstrate that the proposed fence and gate system is suitable for installation around a public playground and splash pad.

D. Color and Finish Samples: Submit manufacturer's or fabricator's available standard color and finish samples for review. Black shall be the Basis-of-Design color; however, final color shall be selected and approved by the Owner prior to fabrication.

E. Submit manufacturer's or fabricator's installation recommendations.

F. Submit warranty information.

G. Approved Equal Submittals: Where the Contractor proposes a product, system, material, manufacturer, or fabricator as an approved equal, submit sufficient product data, shop drawings, samples, performance information, warranties, and other documentation necessary to demonstrate that the proposed equal meets or exceeds the requirements of this Section and is equivalent in material, quality, appearance, durability, performance, safety, finish, and intended use.

1.05 QUALITY ASSURANCE

A. Manufacturer/Fabricator Qualifications: Company regularly engaged in the manufacture or fabrication of wrought iron fencing and gates of similar type, size, and complexity, with a minimum of five years documented experience.

B. Installer Qualifications: Installer experienced in installation of fencing and gates of similar type and scope.

C. Welding shall be performed by qualified personnel experienced with the materials and fabrication methods required for the Work.

D. Fabricate fence and gate components to provide a uniform appearance throughout the Project.

E. Fence and gate systems shall be suitable for installation around public recreational facilities used by children and shall comply with applicable safety requirements.

1.06 DELIVERY, STORAGE AND HANDLING

A. Deliver, store, and handle materials to prevent bending, deformation, corrosion, scratching, or damage to finished surfaces.

B. Store materials above ground and protect from weather, standing water, construction activities, and other conditions that may damage the materials or finish.

1.07 WARRANTY

A. Provide a minimum one-year warranty covering materials and workmanship unless a longer warranty is required or provided by the manufacturer, fabricator, or coating applicator.

B. Provide manufacturer's or applicator's standard warranty for the protective coating and finish system.

PART 2 – PRODUCTS

2.01 MANUFACTURERS AND APPROVED EQUALS

A. Provide wrought iron fencing and gates meeting the requirements of this Section.

B. Where a manufacturer, product, style, or system is identified in the Contract Documents as the **Basis of Design**, it is intended to establish the minimum requirements for material, quality, appearance, durability, performance, safety, and design intent.

C. Products of other manufacturers or fabricators meeting or exceeding the requirements of the Contract Documents may be submitted as an **Approved Equal** in accordance with Section 012910 – Submittals and other applicable requirements of the Contract Documents.

D. Proposed approved equals shall be equivalent to the Basis of Design with respect to material, quality, appearance, dimensions, durability, performance, safety, finish, warranty, and intended use.

E. Acceptance of an Approved Equal shall not relieve the Contractor of responsibility for providing a complete, compatible, properly coordinated, safe, and fully functional fence and gate installation.

2.02 WROUGHT IRON FENCE SYSTEM

A. Provide a complete wrought iron fence and gate system consisting of posts, rails, pickets, panels or sections, fittings, fasteners, hardware, and accessories required for a complete installation.

B. Fence Height: 4 feet above adjacent finished grade.

C. Material: Wrought iron suitable for permanent exterior installation.

D. Basis-of-Design Color: Black. Final color shall be selected and approved by the Owner from the manufacturer's or fabricator's available standard colors prior to fabrication.

E. Appearance: Traditional wrought iron appearance appropriate for a public park and recreational facility. Unless otherwise selected by the Owner, the intended appearance shall be a traditional black wrought iron fence.

F. Fence shall have a consistent architectural style throughout the playground, outdoor fitness area, and splash pad enclosure.

G. Fence and gate systems shall be designed and fabricated with consideration for use around children and the general public.

H. All exposed components shall have smooth finished surfaces free from sharp edges, burrs, protruding fasteners, exposed sharp corners, or other hazardous projections.

I. Spear points, pointed finials, spikes, sharp picket tops, or other pointed or potentially hazardous decorative projections shall not be permitted.

J. Picket tops shall be flat, rounded, capped, or otherwise smoothly finished to provide a child-safe configuration.

K. Fence configuration and openings shall be designed to minimize potential entrapment, snagging, or other hazards and shall comply with applicable safety and code requirements for the intended use.

L. Fence components shall be sufficiently rigid and durable for permanent installation in a public recreational environment.

2.03 DESIGN AND CONFIGURATION

A. Fence shall consist of vertical pickets supported by horizontal rails and posts.

B. Provide a minimum of two horizontal rails unless otherwise indicated in the approved shop drawings.

C. Space vertical pickets uniformly throughout each fence section.

D. Pickets, rails, and posts shall be sized by the manufacturer or fabricator to provide a rigid and durable installation suitable for a 4-foot-high fence surrounding a public playground, splash pad, and outdoor fitness area.

E. Picket tops shall be flat, rounded, capped, or otherwise designed without sharp or pointed projections. Spear-point pickets and pointed finials are prohibited.

F. Rails, pickets, posts, gates, hardware, and decorative components shall be configured so as not to create readily accessible sharp edges, protrusions, pinch points, or other avoidable hazards.

G. Fence sections shall accommodate changes in grade while maintaining a neat and uniform appearance and without creating excessive openings beneath the fence.

H. The overall fence design shall provide the traditional wrought iron appearance desired by the Owner while maintaining a configuration appropriate for use around children.

2.04 FABRICATION

A. Fabricate fence sections and gates in the shop to the greatest extent practical.

B. Accurately fit components and provide neat, uniform joints and connections.

C. Provide welded or mechanical connections as appropriate for the approved fencing system.

D. Grind exposed welds smooth where necessary to provide a neat finished appearance.

E. Remove burrs, sharp edges, weld spatter, and other surface imperfections prior to application of the finish.

F. Fabricate components square, straight, plumb, and true to line.

2.05 POSTS

A. Provide posts of adequate size and thickness to support the fence and gates.

B. Post sizes and spacing shall be determined by the manufacturer or fabricator based on fence height, panel configuration, gate configuration, anticipated loads, and site conditions and shall be indicated on the shop drawings.

C. Provide finished post caps consistent with the approved fence design. Post caps shall not incorporate spear points, spikes, or other sharp projections.

D. Set posts in concrete foundations.

E. Concrete post foundations shall be sized in accordance with the manufacturer's or fabricator's recommendations and approved shop drawings.

F. Provide a minimum post foundation depth of 36 inches unless a greater depth is required by the approved fencing system or site conditions.

G. Concrete work associated with fence and gate foundations shall comply with applicable requirements of Sections 321313, 321314, and 321315.

2.06 GATES

A. Provide gates where required for pedestrian, maintenance, and other access to the enclosed playground, outdoor fitness area, and splash pad area.

B. Gates shall match the adjacent fence in height, materials, architectural style, and finish.

C. Fabricate gate frames sufficiently rigid to prevent sagging or deformation during normal use.

D. Provide complete gate hardware including hinges, latches, stops, and other components required for proper operation.

E. Gate hardware shall be heavy-duty and suitable for exterior use in a public recreational facility.

F. Gate locations, clear widths, swing direction, and hardware shall be shown on the shop drawings and coordinated with the Owner and Engineer prior to fabrication.

G. Gates located along accessible routes shall comply with applicable accessibility requirements.

H. Gates serving the playground and splash pad enclosure shall be designed and installed for safe operation in areas used by children.

I. Gate hardware shall not create exposed sharp edges, hazardous projections, or readily accessible pinch points.

J. Gate configuration, clear openings, and hardware shall comply with applicable accessibility and safety requirements.

2.07 FINISH

A. All wrought iron fencing, gates, posts, and exposed components shall receive a durable exterior protective coating system suitable for long-term exposure to weather.

B. Basis-of-Design Finish Color: Black.

C. Final Color Selection: Final fence and gate color shall be selected and approved by the Owner from the manufacturer's or fabricator's available standard colors prior to fabrication. The Contractor shall not fabricate or apply the final finish until the Owner's color selection has been confirmed through the submittal process.

D. All fence panels, posts, gates, hardware, and other exposed components shall receive a consistent and matching finish unless otherwise approved by the Owner.

E. Prepare surfaces in accordance with the coating manufacturer's recommendations prior to application of the finish.

F. Provide primer and finish coats specifically intended for exterior ferrous metal.

G. Finished surfaces shall be uniform in appearance and free from runs, sags, exposed metal, or other defects.

H. Field welds, cuts, scratches, and damaged areas shall be properly prepared, primed, and recoated to match the surrounding finish.

PART 3 – EXECUTION

3.01 EXAMINATION

A. Verify existing site conditions prior to installation.

B. Verify proposed fence locations, grades, sidewalks, utilities, drainage facilities, playground equipment, fitness equipment, splash pad improvements, and other conditions that may affect fence installation.

C. Do not proceed with installation until conflicts or unsatisfactory conditions have been resolved.

3.02 FENCE LAYOUT

A. Contractor shall lay out the proposed fence in the field prior to installation.

B. Fence shall generally enclose the perimeter of the playground, outdoor fitness area, and splash pad area.

C. Because detailed fence layout drawings are not included in the Contract Documents, the Contractor shall provide the complete proposed fence layout as part of the shop drawing submittal.

D. Coordinate fence alignment with sidewalks, gates, playground equipment, outdoor fitness equipment, splash pad improvements, turf, utilities, drainage facilities, and other site improvements.

E. Coordinate gate locations with pedestrian circulation, accessible routes, maintenance access, and intended use of the enclosed areas.

F. Obtain approval of the proposed fence and gate layout from the Owner and Engineer prior to fabrication and installation.

3.03 INSTALLATION

A. Install fencing and gates in accordance with approved shop drawings and manufacturer's or fabricator's written recommendations.

B. Install posts plumb and uniformly spaced.

C. Set posts in concrete foundations in accordance with the approved shop drawings and applicable concrete specification sections.

D. Install fence sections straight and true to line while maintaining a consistent height and appearance.

E. Install fencing to accommodate site grades without abrupt or visually objectionable changes in elevation or excessive openings beneath the fence.

F. Install connections and fasteners securely.

G. Where field welding is necessary, clean, prepare, and finish welds to match shop fabrication.

H. Repair coating damaged by welding, cutting, handling, or installation using the approved coating system.

I. Install gates plumb, level, square, and properly aligned.

J. Adjust hinges, latches, and other hardware so gates operate smoothly and securely latch when closed.

K. Upon completion, inspect the entire fence and gate installation for sharp edges, protrusions, burrs, exposed fasteners, hazardous projections, pinch points, or other conditions that could present a hazard to children or other users. Correct such conditions prior to acceptance.

3.04 TOLERANCES

A. Maximum Variation from Plumb: 1/4 inch.

B. Maximum Variation from Approved Alignment: 1 inch.

C. Posts, rails, and pickets shall present a uniform appearance without visually objectionable variations in alignment or spacing.

3.05 CLEANING

A. Remove excess concrete, excavated material, metal debris, welding residue, packaging, and other construction debris.

B. Clean exposed fence and gate surfaces upon completion.

C. Repair scratches, chips, and other damage to the protective coating using materials compatible with the specified finish.

D. Replace components that are bent, damaged, or cannot be satisfactorily repaired.

3.06 PROTECTION

A. Protect completed fencing and gates from damage until Substantial Completion.

B. Repair or replace damaged materials prior to final acceptance at no additional cost to the Owner.

END OF SECTION

SECTION 329000
SEEDING, FERTILIZING, AND MULCHING

PART 1 – GENERAL

1.01 DESCRIPTION

A. This Section consists of furnishing all labor, materials, equipment, and incidentals necessary for preparation, seeding, fertilizing, mulching, watering, and establishment of vegetation in bare or disturbed areas adjacent to the Work that are not receiving artificial turf, concrete, playground surfacing, aggregate, landscaping, or other permanent surface treatment.

B. Seeding shall generally be limited to areas disturbed by construction operations and other bare areas immediately adjacent to the Work requiring restoration.

C. The CONTRACTOR shall restore disturbed areas to provide a neat transition to existing vegetation and shall establish adequate vegetative cover to prevent erosion.

PART 2 – PRODUCTS

2.01 TOPSOIL

A. Where required to establish vegetation, topsoil shall be fertile, friable soil suitable for plant growth and shall be free from debris, roots, stones, construction materials, and other deleterious substances.

B. Suitable on-site topsoil may be reused. Imported topsoil shall be approved by the ENGINEER.

2.02 FERTILIZER AND LIME

A. Fertilizer shall be a commercial fertilizer suitable for establishment of the specified vegetation.

B. Lime shall be provided where necessary based on existing soil conditions.

C. Application rates shall be appropriate for the soil conditions and vegetation being established.

2.03 SEED

A. Seed shall be fresh, clean, commercial-grade seed suitable for the climate, season of installation, and site conditions.

B. Permanent seeding shall generally consist of Bermuda grass or another grass species compatible with the existing adjacent vegetation and approved by the ENGINEER.

C. Temporary or supplemental cool-season grass may be used where necessary to establish vegetative cover during periods unfavorable for establishment of permanent grass.

2.04 MULCH

A. Mulch shall consist of clean straw, hay, or other approved material suitable for protecting newly seeded areas and reducing erosion.

2.05 WATER

A. Water shall be clean and free from substances harmful to plant growth.

PART 3 – EXECUTION

3.01 GROUND PREPARATION

A. Areas to be seeded shall be graded to provide smooth transitions to adjacent improvements and existing grades and to provide positive drainage.

B. Remove debris, stones, roots, and other materials that would interfere with vegetation establishment or future mowing.

C. Provide topsoil where necessary to establish a suitable growing medium.

3.02 SEEDING AND MULCHING

A. Fertilizer, lime where required, seed, and mulch shall be uniformly applied in accordance with good landscaping practices and applicable product recommendations.

B. Seed selection and application rates shall be appropriate for the season and site conditions.

C. Mulch shall be applied promptly following seeding and shall be anchored where necessary to prevent displacement.

D. Seeding shall not be performed when the ground is frozen, excessively wet, or under other conditions unfavorable to successful establishment.

3.03 MAINTENANCE AND ESTABLISHMENT

A. The CONTRACTOR shall maintain seeded areas until an acceptable vegetative cover has been established.

B. Maintenance shall include watering, reseeding, mulching, erosion repair, and other work necessary to establish vegetation.

C. Bare, thin, eroded, or damaged areas shall be repaired and reseeded by the CONTRACTOR without additional compensation.

D. Where seasonal or weather conditions prevent establishment of permanent vegetation prior to Project completion, the CONTRACTOR shall provide temporary stabilization acceptable to the ENGINEER and remain responsible for establishing the required permanent vegetation.

END OF SECTION

SECTION 329200
TURF SYSTEMS

PART 1 – GENERAL

1.01 DESCRIPTION

A. This Section includes furnishing and installing complete artificial/synthetic turf systems for playground, outdoor fitness, and other designated recreational areas included in the Work.

B. Provide complete systems including, as applicable:

1. Synthetic turf.
2. Impact-attenuating underlayment or pad.
3. Prepared aggregate or other approved base.
4. Infill.
5. Drainage components.
6. Geotextile or separation materials.
7. Edging, nailers, anchors, or perimeter restraint systems.
8. Seaming materials and adhesives.
9. Transition materials.
10. Accessories and incidental materials necessary for a complete installation.

C. Turf systems within playground equipment use zones shall be designed for the applicable equipment fall heights and shall provide the required impact attenuation and accessibility.

D. Turf installed within outdoor fitness areas or other recreational areas not requiring playground fall attenuation shall be appropriate for the intended use and shall comply with the approved manufacturer's system requirements.

E. The Contractor shall provide all minor excavation, fine grading, base preparation, drainage adjustment, transitions, and other Work necessary to provide a complete and properly functioning turf system.

1.02 RELATED SECTIONS

A. Section 011100 – Summary of Work.

B. Section 012910 – Submittals.

C. Section 312313 – Subgrade Preparation.

D. Section 321123 – Crushed Limestone Base.

E. Playground equipment Specification Section.

F. Outdoor fitness equipment Specification Section.

G. Other Sections governing concrete, drainage, grading, and adjacent improvements.

1.03 REFERENCE STANDARDS

A. Comply with applicable requirements of the following:

1. ASTM F1292 – Impact Attenuation of Surfacing Materials Within the Use Zone of Playground Equipment.
2. ASTM F1951 – Accessibility of Surface Systems Under and Around Playground Equipment.

B. Comply with other applicable federal, state, local, accessibility, and playground safety requirements.

1.04 SYSTEM REQUIREMENTS

A. Provide a complete synthetic turf system specifically manufactured and intended for permanent exterior recreational use.

B. Turf system shall be suitable for exposure to weather, ultraviolet radiation, moisture, temperature variations, and anticipated pedestrian and recreational traffic.

C. Playground turf systems shall be designed as a complete assembly incorporating turf and impact-attenuating materials necessary to meet the applicable critical fall-height requirements.

D. The thickness and configuration of impact-attenuating materials shall be determined by the approved turf system manufacturer based upon the actual fall heights of the approved playground equipment.

E. Turf systems shall provide positive drainage through and/or beneath the system and shall not create areas of standing water.

F. Completed surfaces shall provide a stable, uniform, accessible, and securely anchored installation.

G. Materials shall be non-toxic and appropriate for use in areas occupied by children.

1.05 MANUFACTURERS AND APPROVED EQUALS

A. The turf system shall be a commercially manufactured synthetic turf system intended for playground and recreational use.

B. Products meeting or exceeding the requirements of this Section may be submitted as an Approved Equal in accordance with Section 012910 – Submittals and other applicable requirements of the Contract Documents.

C. Proposed approved equals shall demonstrate equivalent or superior:

1. Impact attenuation, where required.
2. Accessibility.
3. Drainage.
4. Durability.
5. Turf construction and performance.
6. Warranty.
7. Intended use.
8. Installation system.

D. Acceptance of an approved equal shall not relieve the Contractor of responsibility for providing a complete, compatible, safe, properly drained, and fully functional turf system.

1.06 SUBMITTALS

A. Submit in accordance with Section 012910 – Submittals.

B. Product Data: Submit manufacturer's technical information for:

1. Synthetic turf.
2. Impact-attenuating pad or underlayment.
3. Infill.
4. Base materials.
5. Drainage materials.
6. Geotextile.
7. Seam tape, adhesives, and connection materials.
8. Edging and anchorage components.

C. Shop Drawings: Submit complete installation drawings showing:

1. Limits and layout of turf areas.
2. Finished elevations.
3. Base preparation.
4. Base material and thickness.
5. Impact-attenuating layer and thickness.
6. Drainage provisions.
7. Seams and seam orientation.
8. Perimeter anchorage and edging.
9. Transitions to sidewalks, concrete, splash pad areas, fencing, equipment foundations, and other adjacent improvements.
10. Penetrations around playground and fitness equipment posts and foundations.
11. Turf system thickness and finished surface elevation.

D. Submit manufacturer's written installation instructions.

E. For playground turf, submit documentation identifying the required critical fall height and demonstrating compliance of the proposed system with ASTM F1292 at the required fall height.

F. Submit documentation demonstrating compliance with ASTM F1951 where accessibility is required.

G. Submit manufacturer's recommended maintenance procedures.

H. Submit manufacturer's warranty.

I. Submit available standard turf colors and selections. Final color and appearance shall be approved by the Owner prior to ordering.

1.07 QUALITY ASSURANCE

A. Manufacturer shall regularly produce synthetic turf systems for playground or recreational applications.

B. Installer shall be trained, approved, certified, or otherwise qualified by the turf system manufacturer to install the proposed system.

C. Installation shall be performed in accordance with the approved manufacturer's written instructions.

D. Components of the turf system shall be supplied or approved by the turf system manufacturer and shall be compatible with one another.

1.08 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials in manufacturer's original packaging or rolls with identification intact.

B. Store materials in a clean, dry, protected location in accordance with manufacturer's recommendations.

C. Protect turf rolls, impact pads, adhesives, infill, and accessories from damage, moisture contamination, deformation, and other conditions that may adversely affect installation.

1.09 WARRANTY

A. Provide manufacturer's standard written warranty for the complete synthetic turf system.

B. Warranty shall cover defects in materials and manufacturing and shall include the turf and other system components to the extent provided by the approved manufacturer.

C. Installation warranty shall be not less than one year unless a longer period is required elsewhere in the Contract Documents.

D. Where use of specified infill, maintenance procedures, or other system components is necessary to preserve the manufacturer's warranty, provide and install such materials and comply with those requirements.

PART 2 – PRODUCTS

2.01 SYNTHETIC TURF

A. Provide synthetic turf manufactured for exterior playground and recreational use.

B. Turf shall consist of durable synthetic yarn tufted or otherwise manufactured into a stable backing system.

C. Turf shall:

1. Be resistant to ultraviolet degradation.
2. Be suitable for permanent outdoor installation in Mississippi climate conditions.
3. Resist excessive matting, fraying, unraveling, delamination, and fiber loss under anticipated use.
4. Provide a natural grass-like appearance unless another color or design is approved by the Owner.
5. Allow drainage through the turf system.

D. Turf pile height, face weight, fiber type, backing, and other characteristics shall be as recommended by the approved manufacturer for the intended application.

E. Final turf color and appearance shall be selected and approved by the Owner from the manufacturer's available standard selections.

2.02 IMPACT-ATTENUATING LAYER

A. Where turf occurs within playground equipment use zones, provide a porous impact-attenuating pad or underlayment as part of the complete turf system.

B. Impact-attenuating layer shall be compatible with the synthetic turf and underlying base.

C. Thickness shall be determined by the approved system manufacturer to satisfy the critical fall-height requirement of the applicable playground equipment.

D. Impact attenuation shall comply with ASTM F1292 for the required fall height.

E. Do not substitute or reduce the manufacturer's required pad thickness without written approval from the turf system manufacturer and Engineer.

2.03 INFILL

A. Provide infill recommended and approved by the synthetic turf manufacturer for the intended application.

B. Infill shall be:

1. Compatible with the turf system.
2. Non-toxic.
3. Suitable for playground and recreational use.
4. Resistant to displacement under normal use.
5. Installed at the manufacturer's required application rate.

C. Where infill is required to maintain system performance, blade stability, impact attenuation, or warranty, provide the required infill as an integral component of the Work.

2.04 BASE MATERIAL

A. Provide aggregate base or other approved substrate required by the turf system manufacturer.

B. Where compacted aggregate is used, material type, gradation, thickness, compaction, and surface tolerance shall comply with the approved turf manufacturer's installation requirements.

C. Section 321123 – Crushed Limestone Base may be used where compatible with the approved turf system.

D. Where the approved turf manufacturer requires a different aggregate gradation, base thickness, or base material than Section 321123, the manufacturer-required material may be provided subject to review and approval by the Engineer.

E. Base shall be stable, non-yielding, smooth, and properly graded to provide drainage.

2.05 GEOTEXTILE AND SEPARATION MATERIALS

A. Provide geotextile or separation fabric where required by the approved turf system manufacturer or site conditions.

B. Material shall be suitable for subsurface use and compatible with the turf and drainage system.

2.06 SEAMS AND ADHESIVES

A. Provide seam tape, adhesives, stitching, or other joining materials recommended by the turf manufacturer.

B. Adhesives shall be suitable for permanent exterior use and anticipated moisture and temperature exposure.

C. Completed seams shall be secure, smooth, tight, and not readily visible.

D. Seams shall not create tripping hazards, raised edges, or other unsafe conditions.

2.07 EDGING AND PERIMETER RESTRAINT

A. Provide perimeter restraint, nailers, anchors, edging, or other components necessary to securely terminate the synthetic turf.

B. Coordinate perimeter details with concrete sidewalks, curbing, splash pad improvements, fencing, equipment foundations, and other adjacent construction.

C. Exposed edges shall be securely restrained and shall not create trip or snag hazards.

2.08 DRAINAGE

A. Turf, impact pad, base, and drainage components shall function as a complete drainage system.

B. System shall permit rainfall and surface water to drain without prolonged ponding.

C. Provide drainage components required by the approved manufacturer and site conditions.

D. Coordinate discharge of drainage with surrounding site grading and drainage improvements.

PART 3 – EXECUTION

3.01 EXAMINATION

A. Examine areas to receive synthetic turf before beginning installation.

B. Verify:

1. Required grades and elevations.
2. Subgrade stability.
3. Drainage conditions.
4. Location and elevation of playground and fitness equipment foundations.
5. Concrete elevations and transitions.
6. Fence and gate locations.
7. Other adjacent improvements.

C. Do not begin installation until conditions that would adversely affect the turf system have been corrected.

D. Contractor shall notify the Engineer of significant discrepancies between existing conditions and the approved turf installation requirements prior to proceeding.

3.02 SUBGRADE AND BASE PREPARATION

A. Perform minor excavation, filling, grading, and subgrade preparation necessary for installation of the synthetic turf system.

B. Major or mass grading of the overall park site is not included under this Section; however, the Contractor shall make minor grade adjustments necessary to properly install and drain the turf system.

C. Prepare subgrade in accordance with Section 312313 and the approved turf manufacturer's requirements.

D. Install and compact aggregate base in accordance with the approved manufacturer's requirements.

E. Completed base shall:

1. Be firm and non-yielding.
2. Be smooth and free from abrupt changes in grade.
3. Provide required finished elevations.
4. Provide positive drainage.
5. Be free from ruts, depressions, loose material, and other irregularities.

F. Correct areas that retain water or fail to provide required drainage prior to installation of the turf system.

3.03 COORDINATION WITH EQUIPMENT AND ADJACENT WORK

A. Coordinate turf installation with playground equipment, outdoor fitness equipment, concrete foundations, sidewalks, splash pad improvements, fencing, gates, drainage, and other site improvements.

B. Verify finished turf elevation relative to playground equipment and applicable manufacturer-required surfacing elevations.

C. Turf and attenuation systems shall extend throughout required playground use zones unless otherwise approved.

D. Provide neat, securely finished penetrations around equipment posts, foundations, drains, and other interruptions.

E. Do not cover inspection points, drains, access components, or manufacturer-required openings.

3.04 IMPACT-ATTENUATING PAD INSTALLATION

A. Install impact pad in accordance with manufacturer's written instructions.

B. Fit sections tightly and uniformly.

C. Secure pad as required to prevent movement during turf installation and subsequent use.

D. Maintain required thickness throughout playground use zones.

E. Cut and fit around equipment posts, foundations, and other obstructions without excessive gaps.

3.05 SYNTHETIC TURF INSTALLATION

A. Install turf in accordance with manufacturer's written installation requirements and approved Shop Drawings.

B. Lay turf smooth and uniform without wrinkles, ripples, buckling, bubbles, or loose areas.

C. Orient turf rolls to provide consistent pile direction and appearance unless otherwise required by the approved layout.

D. Trim turf accurately at edges, penetrations, foundations, sidewalks, curbs, and other transitions.

E. Join turf sections using approved seaming materials and methods.

F. Secure perimeter edges using approved anchorage or restraint systems.

G. Completed turf shall be tight, smooth, securely attached, and free of exposed fasteners, loose edges, raised seams, or other hazards.

3.06 INFILL INSTALLATION

A. Apply infill uniformly at the rate required by the approved turf manufacturer.

B. Brush or mechanically work infill into turf fibers as necessary to provide uniform distribution and proper blade support.

C. Complete installation shall contain the required quantity and depth of infill.

D. Remove excess infill from adjacent concrete, sidewalks, drains, and other improvements.

3.07 DRAINAGE AND FINISHED GRADES

A. Finished turf shall provide smooth transitions and positive drainage.

B. Correct depressions, birdbaths, irregularities, or other conditions resulting in standing water.

C. Finished surfaces shall transition smoothly to sidewalks, concrete, gates, splash pad areas, and other adjacent improvements without creating abrupt vertical changes or trip hazards.

3.08 FIELD QUALITY CONTROL

A. Inspect completed turf for:

1. Secure seams.
2. Proper perimeter anchorage.
3. Uniform infill.
4. Wrinkles or buckling.
5. Surface irregularities.
6. Proper drainage.
7. Required finished elevations.
8. Safe transitions.

B. Correct deficient areas prior to acceptance.

C. For playground areas, provide required documentation demonstrating that the installed system complies with applicable ASTM F1292 impact attenuation and ASTM F1951 accessibility requirements.

3.09 CLEANING AND PROTECTION

A. Remove turf scraps, excess infill, adhesive residue, packaging, and other debris.

B. Clean adjacent improvements affected by the Work.

C. Protect completed turf from construction traffic, vehicles, equipment, staining, and damage until acceptance.

D. Repair or replace damaged turf before Substantial Completion.

3.10 CLOSEOUT

A. Provide Owner with:

1. Manufacturer's maintenance instructions.
2. Warranty documents.
3. Recommended cleaning and grooming procedures.
4. Recommended infill maintenance procedures.
5. Repair instructions.
6. Extra materials where required by the Contract Documents or manufacturer's standard installation requirements.

END OF SECTION

SECTION 334100
DRAINAGE PIPES AND CULVERTS

SECTION 1 – GENERAL

1.01 DESCRIPTION

A. This Section shall consist of furnishing all materials, labor, tools, equipment, and incidentals and performing all work necessary for the installation of drainage pipe and appurtenances required in connection with the Work. The work shall include excavation, grading, bedding, backfill, connections, and other incidentals necessary for complete installation.

B. Drainage piping shall be provided only where indicated in the Contract Documents, required for connection of improvements included in the Work, or otherwise directed or approved by the ENGINEER. Nothing in this Section shall be construed as requiring installation of a complete storm drainage system where one is not otherwise indicated or required. The manufacturer of certain equipment may require additional or other installation which the contractor should follow as required per the manufacturer's instructions.

1.02 APPLICABLE DOCUMENTS

A. The following publications form a part of this Specification and are applicable to the extent indicated. Reference shall be to the latest edition unless specified otherwise.

1. American Society for Testing and Materials (ASTM).
2. American Association of State Highway and Transportation Officials (AASHTO).
3. American Concrete Institute (ACI), where applicable.

B. Local Building Codes: Any applicable City, County, and State codes applying to the Work.

C. Standard Specifications for State Aid Road and Bridge Construction, latest edition, where specifically referenced herein.

1.03 SUBMITTALS

A. Product Data: Submit manufacturer's product data for drainage pipe, fittings, and related materials proposed for use.

B. Shop Drawings: CONTRACTOR shall submit shop drawings or installation information where required by the ENGINEER. Review by the ENGINEER shall be required prior to incorporation of the subject item into the Work.

SECTION 2 – PRODUCTS

2.01 CORRUGATED POLYETHYLENE PIPE

A. High Density Polyethylene Pipe (HDPE) shall have a full circular cross-section, corrugated exterior, and smooth interior and shall be manufactured in accordance with applicable requirements of AASHTO M 294.

B. Pipe and fittings shall be manufactured from virgin polyethylene compounds meeting applicable ASTM requirements.

C. Fittings and couplings shall be compatible with the pipe furnished and installed in accordance with the manufacturer's recommendations.

D. Bedding material shall be provided for all buried HDPE pipe as required by this Section and the manufacturer's recommendations.

2.02 PVC SCHEDULE 40 SOLID WALL PIPE AND PVC DWV FITTING SYSTEM

A. Scope: This specification covers PVC Schedule 40 solid-wall pipe and PVC DWV fittings used for non-pressure drainage applications associated with the Work.

B. Materials: Pipe shall be manufactured from rigid PVC compounds conforming to ASTM D 1784. PVC Schedule 40 pipe shall conform to ASTM D 1785 and applicable ASTM requirements. Fittings shall be compatible with the pipe furnished.

C. Installation: Installation shall comply with the pipe manufacturer's published installation instructions and all applicable plumbing and building code requirements. Buried pipe shall be installed in accordance with applicable ASTM requirements.

D. Solvent-cement joints shall be made using compatible primer and solvent cement in accordance with the manufacturer's recommendations.

2.03 OTHER PIPE MATERIALS

A. Where conditions require a pipe material other than those specified above, the CONTRACTOR shall submit the proposed pipe, fittings, and installation requirements to the ENGINEER for review and approval prior to installation.

2.04 CONCRETE

A. Where concrete is required in connection with drainage improvements, cement, reinforcement, forms, jointing, and other incidentals shall comply with the applicable requirements of the Contract Documents.

B. Concrete work shall be performed in accordance with applicable requirements of ACI 301 and ACI 318.

2.05 CONTRACTOR'S RESPONSIBILITY

A. The CONTRACTOR shall be responsible for the condition of all excavations made under this Section. Slides, cave-ins, unstable material, or other conditions resulting from the CONTRACTOR'S operations shall be corrected without additional compensation.

2.06 BEDDING MATERIAL

A. Bedding material for buried drainage pipe shall be suitable granular material compatible with the pipe manufacturer's installation requirements and approved by the ENGINEER.

SECTION 3 – EXECUTION

3.01 EXCAVATION

A. The CONTRACTOR shall perform excavation necessary for installation of drainage piping and appurtenances included in the Work.

B. Material suitable for backfilling, in the opinion of the ENGINEER, shall be stockpiled in an orderly manner and a sufficient distance from the excavation to prevent overloading, slides, or cave-ins.

C. Excavated material not required or unsuitable for backfill shall be removed from the Work and legally disposed of.

D. Surface water shall be prevented from entering excavations. Water accumulating within excavations shall be removed by pumping or other approved methods.

3.02 TRENCHES

A. Trenches shall be of sufficient width for proper installation of the pipe.

B. The trench bottom shall be accurately graded and prepared to provide uniform bearing and support for the pipe along its length.

C. Care shall be exercised not to excavate below the required depth. Over-excavated areas shall be backfilled with suitable granular material and thoroughly compacted.

D. Where unstable soil incapable of properly supporting the pipe is encountered, unsuitable material shall be removed to the depth required and replaced with suitable bedding material approved by the ENGINEER.

3.03 DEWATERING/SHORING

A. The CONTRACTOR shall perform all pumping, well pointing, shoring, or other work necessary to maintain excavations in a stable and dry condition during construction. Such work shall be considered incidental to the Work unless otherwise specifically provided.

3.04 BACKFILLING

A. Trenches shall not be backfilled until the installation conforms to the requirements of the Contract Documents.

B. Backfill shall be carefully placed and compacted beneath, around, and above the pipe without damaging or displacing the pipe.

C. Bedding and initial backfill shall be placed and compacted in accordance with the pipe manufacturer's recommendations.

D. Backfill shall be compacted sufficiently to prevent settlement and shall be brought to the surrounding finished grade.

E. Trenches or excavations improperly backfilled, in the opinion of the ENGINEER, shall be reopened to the depth required, corrected, refilled, and recompacted without additional compensation.

3.05 PIPE LAYING

A. Pipe shall be installed in accordance with the manufacturer's recommendations and applicable ASTM requirements.

B. Each pipe shall be laid true to the required line and grade and joined in a manner that provides a continuous drainage path without abrupt offsets or restrictions to flow.

C. The interior of pipe shall be kept free of dirt, debris, and other foreign material during installation.

D. Trenches shall be kept free of water during pipe installation.

E. Open ends of pipe shall be temporarily plugged or sealed at the end of each workday to prevent entrance of dirt, debris, animals, or other foreign material.

3.06 JOINTS AND CONNECTIONS

A. Pipe joints and fittings shall be compatible with the pipe material furnished and shall be installed in accordance with the pipe manufacturer's recommendations.

B. Connections to existing drainage systems, structures, or other improvements shall be made in a neat and watertight manner where applicable.

C. Damaged pipe, fittings, joints, or connections shall be removed and replaced at no additional cost to the OWNER.

3.07 CLEAN-UP

A. After backfill of drainage piping is completed, disturbed areas shall be graded to conform to surrounding grades or the required finished grade, as applicable.

B. The CONTRACTOR shall remove and legally dispose of surplus material, dirt, rubbish, and debris resulting from the Work.

3.08 INSPECTION

A. Prior to final acceptance, the CONTRACTOR and ENGINEER shall inspect drainage improvements installed under this Section.

B. Defective materials, improper workmanship, settlement, obstructions to flow, or other deficiencies shall be corrected by the CONTRACTOR without additional compensation and in a manner acceptable to the ENGINEER.

3.09 MAINTENANCE

A. Until final acceptance, the CONTRACTOR shall be responsible for maintaining drainage piping and associated improvements installed under this Section, including the stability of backfill and finished grades.

B. Settlement, damage, or other deficiencies resulting from the Work shall be repaired by the CONTRACTOR without additional compensation.

END OF SECTION

PLAYGROUND FOR GLUCKSTADT COMMUNITY PARK
Gluckstadt, MS

October 2, 2026 --- 2:00 pm

Pelican Playgrounds, LLC
5208 Magazine Street #116
New Orleans, LA

MS Contractor License No. 24001-SC









PELICAN PLAYGROUNDS
pelicanplaygrounds.com
844.504.PLAY(7529)

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SECTION 1

WHO WE ARE

- Full-service commercial playground & outdoor recreation company
- Serving Mississippi & Louisiana
- In-house design services
- Certified installation team
- Inclusive play experts
- Certified Playground Safety Inspectors
- Recreation Installation Specialist Certifications





WE'RE ON A MISSION TO BUILD JOY!

BIG OR SMALL, WE DO IT ALL

PLANNING

- Site Visits
- Design & Accessibility Planning
- 3D Renderings & Flyover Videos
- Architect Resources

TURNKEY INSTALLATION

- Inclusive Products
- On-Site Management
- Safety Surfacing
- Certified Installation

ONGOING SUPPORT

- Seasonal Maintenance
- Warranties & Repairs
- Safety Inspections

OUR SERVICES



September 15, 2026

Pelican Playgrounds LLC
5208 Magazine Street #116
New Orleans, LA. 70115

City of Gluckstadt
Playground for Gluckstadt Community Park

To Whom It May Concern,

Pelican Playgrounds is pleased to present our proposal for the Playground for Gluckstadt Community Park. The concepts outlined in the following pages reflect our commitment to creating vibrant, inclusive play environments that enhance recreational opportunities for children and families throughout the community. Thoughtfully designed with accessibility, durability, safety, and play value in mind, the proposed playground at Gluckstadt Community Park offers engaging experiences that encourage active play, social interaction, and imaginative exploration. We are honored to have the opportunity to partner with the City of Gluckstadt in bringing this exciting playground to life for its residents and visitors.

I encourage you to get to know our team via the following pages and reach out to our local references. We pride ourselves on excellent service and ongoing relationships with our customers. Pelican Playgrounds is a small business, local to the Gulf South, with a mighty footprint. We have two Mississippi-based team members always ready to help our customers.

We work closely with our USA-based manufacturing partner, Playworld. Recently, Playworld celebrated their 50th year in the commercial playground business and our family has been with them for 25+ of those years. We also believe in pouring back into the local economy by selecting construction material suppliers local to your city when possible.

Know that we will support your parks & playgrounds with ongoing maintenance, inspections, and replacement parts for many years to come. We take safe, accessible, and inclusive play spaces seriously and it's our mission for every child & family in Mississippi to have a safe place they can run and play.

Finally, of course, we are available to answer any questions that result from the committee's review of this submission. Thank you for the opportunity.

Playfully,

Lauren Knight, President & Owner
&
Alex Wilcox, Mississippi Territory Manager
601.510.4511 • awilcox@pelicanplaygrounds.com

Family-Owned Company History

Daughter-father team Lauren Knight and Michael Parody have spent countless hours together on playground builds over the last 35+ years. The family company, UltiPlay Parks & Playgrounds Inc., has been in operation for over 25 years. In 2019, they expanded to the Gulf South with a recreation agency in Louisiana & Mississippi: Pelican Playgrounds. Together, Lauren and Michael founded Pelican Playgrounds on the belief that children (and adults!) thrive when given ample opportunity to be outdoors to run and play. Pelican Playgrounds' offerings include design, sales, installation, maintenance, inspections, and ongoing service of playgrounds & outdoor recreation products. Through various manufacturing partnerships, Pelican Playgrounds can provide equipment, safety surfacing, turf, courts, customs, outdoor fitness equipment, splash pads, shade structures, shelters, benches, tables, and other site amenities.

Our Team Experience

Alex Wilcox, CPSI, RISC - Mississippi Sales & Project Manager
Alex has over 15 years in the park & recreation industry. He's managed large-scale events and team members with consistency and positive reviews. He handles each project with attention and care and will make himself available for any of your needs.

Alan Mumbower, CPSI, RISC - Director of Sales
Alan has over 9 years in the Outdoor Recreation and Playground Industry. He's coordinated sales, designs, and construction of projects across the State of Mississippi. He lives in Madison County and is dedicated to the attention and care of our projects.

Roger Tassin, CPSI, RISC - Lead Installer
7+ years of experience installing playgrounds, shade structures, concrete, safety surfacing, and other recreational equipment.

Lauren Knight, CPSI, RISC – President & Owner
Lauren has over 15 years of operations management experience including several years in the public school facilities sector. Since the inception of Pelican Playgrounds in January 2019, she has directed every project in the state of Mississippi and several a year in Louisiana.

Michael Parody, CPSI - Vice President
Michael has over 30 years of experience in the design, sales, and installation of playgrounds. He owns two playground companies covering a total of 8 states. Before transitioning to the playground industry, Michael worked as a civil engineer.

Definitions of Safety Certifications

CPSI: Obtained from coursework and testing through the National Park and Recreation Association. The Certified Playground Safety Inspector certification program provides the most comprehensive and up-to-date training on playground safety issues including hazard identification, equipment specifications, surfacing requirements and risk management methods.

RISC: Recreation Installation Specialist Certification is obtained from coursework and testing through the National Playgrounds Contractors Association.

YOUR PROJECT TEAM



Alex Wilcox

Mississippi Territory Manager
CPSI, RISC



Roger Tassin

Lead Installer
CPSI, RISC



Alan Mumbower

Director of Sales
CPSI, RISC



Anna Laufhutte

Territory Support Specialist
CPSI, RISC



Lauren Knight

President
CPSI, RISC,
Certified in Special Education



Dana Grubbs

Inclusive Playground Designer
CPSI

SECTION 2

WE BUILD FOR YOUR COMMUNITY

We are pleased to present our proposal for the Gluckstadt Community Park project for the City of Gluckstadt. This project represents an important investment in the community by providing a high-quality recreational environment designed to promote active play, social interaction, and meaningful outdoor experiences for children and families.

Our proposal has been developed with a focus on safety, accessibility, durability, and long-term play value, while providing a variety of engaging play opportunities for children of varying ages and abilities. The proposed playground is intended to complement the vision for Gluckstadt Community Park while providing a welcoming and enjoyable recreational space that will serve the community with multi-generational recreation opportunities for years to come.



VISION FOR GLUCKSTADT PARK

Our design is built around multi-generational, inclusive play. From toddlers taking their first steps to seniors enjoying a morning walk to teens hanging out after school, this park will have something for every stage of life.

The park is designed to be more than ADA-compliant; it's inclusive for all visitors. Inclusive play for all isn't just a phrase for us, it's the foundation every decision is built on.

This design concept envisions Gluckstadt Park as a destination playground unlike anything within miles — one that will draw families, build community pride, and put Gluckstadt on the map.

Designed with **inclusive play, multi-generational** elements and **destination-level amenities** at its core, this park will serve Gluckstadt families for generations to come.

The design encompasses two primary zones: **a vibrant Upper Play Area** for children ages 2–12 anchored by a signature **Playworld Sky Tower** and playground equipment, a **Waterplay splash area**, outdoor musical instruments.

A **dynamic Lower Area** features **TrekFit fitness equipment**, an outdoor youth fitness area, and varied fitness equipment for adults and seniors.

Together, these zones create a true destination where every member of the Gluckstadt community can find their place to play.

PARK DESIGN CONCEPT




City of Gluckstadt Playground
Gluckstadt, MS
26-19601A
Sales Representative
PELICAN PLAYGROUNDS
Equipment Manufacturer
PLAYWORLD
The world needs play.
POST & COMPONENT
Blue
White
Forest Green
ROTOMOLD PLASTIC
Forest Green
Graystone
Blue
2-COLOR PLASTIC
Forest Green-Sand
Blue-White
PLASTISOL
Brown
Gray
ROPE
Black
SHADE
Green



City of Gluckstadt Playground
Gluckstadt, MS

26-19601A

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Equipment Manufacturer
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Blue	Forest Green	Forest Green-Sand	Brown
White	Graystone	Blue-White	Gray
Forest Green	Blue		

ROPE	SHADE
Black	Green



City of Gluckstadt Playground

Gluckstadt, MS

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Gluckstadt, MS

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Gluckstadt, MS

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Gluckstadt, MS

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Sales Representative

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Sales Representative

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Gluckstadt, MS

26-19601A

Sales Representative

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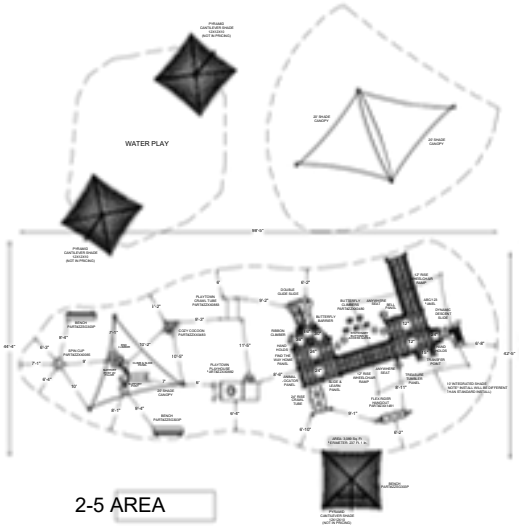
Equipment Manufacturer

PLAYWORLD
The world needs play.

CITY OF GLUCKSTADT PLAYGROUND

GLUCKSTADT, GERMANY



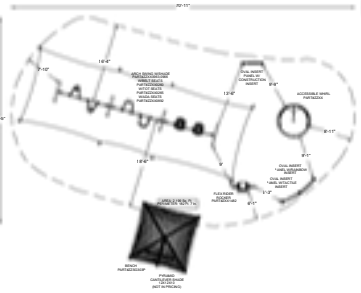
2-5 AREA

ADA SCHEDULE

	Accessible Elevated Activities	Accessible Ground-Level Activities	Accessible Ground-Level Play Types
Required	6	4	3
Provided	12	16	6

Total Elevated Play Activities: 12

Total Ground-Level Play Activities: 16

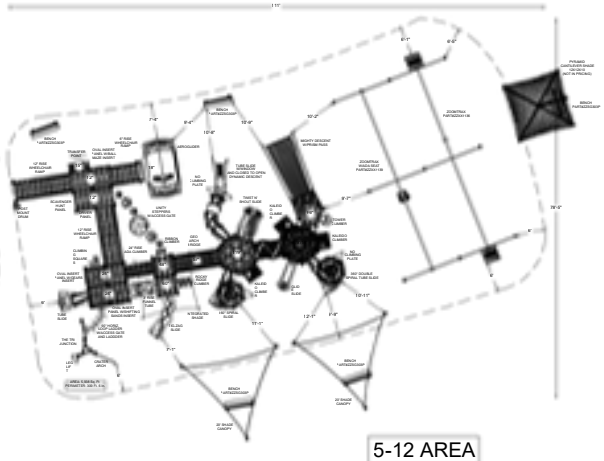


ADA SCHEDULE

	Accessible Elevated Activities	Accessible Ground-Level Activities	Accessible Ground-Level Play Types
Required	0	0	0
Provided	0	11	4

Total Elevated Play Activities: 0

Total Ground-Level Play Activities: 11



5-12 AREA

ADA SCHEDULE

	Accessible Elevated Activities	Accessible Ground-Level Activities	Accessible Ground-Level Play Types
Required	15	9	5
Provided	20	11	5

Total Elevated Play Activities 29

Total Ground-Level Play Activities: 11

*PLAYGROUND SUPERVISION REQUIRED

PLAYWORLD

Playworld
1000Buffalo Road
Lewisburg, PA
17837-9795 USA

EQUIPMENT SIZE:
38'2" X 33'11" X 13'3"
69'2"X48'4"X27'5"

USE ZONE:
98'5" X 44'4"
111' X78'5"

AREA:
3,089 Sq. Ft.
5,938Sq.Ft.

PERIMETER:
237 Ft. 1 In.
309Ft.6In.

FALL HEIGHT:
9 Ft.
3Ft

USER CAPACITY:
269

AGE GROUP:
5-12, 2-5

✓ ASTM F1487-21
✓ CPSC #325

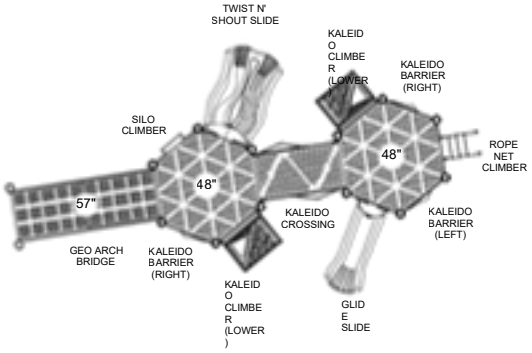
PROJECT NO:
26-19601A

SCALE:
NOT TO SCALE

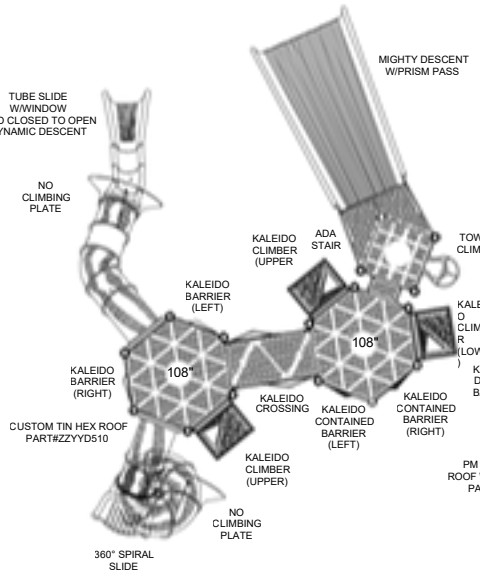
DRAWN BY:
CHIP ZECHMAN

DATE:
30 SEP 2026

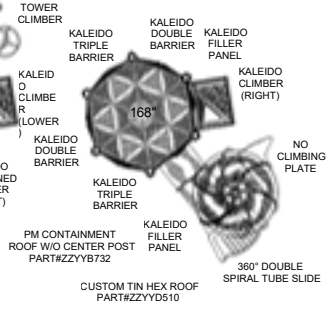
Paper Size
B



4' LEVEL



9' LEVEL



14' LEVEL

*PLAYGROUND SUPERVISION REQUIRED

PLAYWORLD

Playworld
1000Buffalo Road
Lewisburg, PA
17837-9795 USA

NOTES:

1) This tower detail is a diagram of the individual level layouts of the tower portion of your play structure, showing the detailed component layout of each level.

2) This tower detail is not to scale and is meant for reference purposes only. It should not be used in obtaining accurate measurements for any of the equipment shown unless otherwise noted on the drawing.

3) This design configuration is the property of this firm and Playworld Systems[a] and may not be reproduced or used in any manner without the expressed written consent of this firm and Playworld Systems[a].

TOWER DETAIL: DETAIL A

PROJECT NO: 26-19601A

SCALE: NOT TO SCALE

DRAWN BY: CHIP ZECHMAN

Paper Size B

DATE: 25-SEP-2026

CITY OF GLUCKSTADT PLAYGROUND_GLUCKSTADT_MS

City of Gluckstadt Playground Equipment List

Design Number: 26-19601A - Bill Of Material

Ref. No.	Part No.	Description	Quantity
		FirstPlay	
1	ZZFP4000	SUPPORT POST	2
2	ZZFP4002	CLIMB AND SLIDE PANEL	1
3	ZZFP4004	END CLIMBER	1
4	ZZFP4006	SUPPORT POST FILLER	1
		Posts	
5	ZZPM0006	5in OD X 96in STEEL POST W/ RIVETED CAP	9
6	ZZPM0008	5in OD X 108in STEEL POST W/ RIVETED CAP	15
7	ZZPM0016	5in OD X 120in STEEL POST W/ RIVETED CAP	5
8	ZZPM0026	5in OD X 132in STEEL POST W/ RIVETED CAP	13
9	ZZPM0046	5in OD X 156in STEEL POST W/ RIVETED CAP	7
10	ZZPM0066	5in OD X 180in STEEL POST W/ RIVETED CAP	3
11	ZZPM0078	5in OD x 205in STEEL POST W/RIVETED CAP	2
12	ZZPM0128	5in OD x 192in STEEL POST W/RIVETED CAP	3
13	ZZPM0268	5in OD x 229in STEEL POST W/CAP	9
14	ZZPM0357	5in x 84in STEEL POST w/CAP	5
15	ZZPM0385	5in OD X 174in SHADE POST (24in AND 36in DECKS)	4
16	ZZPM0386	5in OD x 198in LARGE SHADE HAT POST- (48in & 60in DECK)	4
17	ZZPM0392GZ	5in OD X 346in STEEL POST W/ RIVETED CAP	6
18	ZZPM0820	12in DECK STEEL FILLER POST (PM)	2
19	ZZPM0840	24in DECK STEEL FILLER POST (PM)	2
20	ZZPM0891	FILLER POST- MIGHTY DESCENT SLIDE 96in DECK (PM)	1
		Decks & Kick Plates	
21	ZZPM0616	SQUARE COATED DECK ASSEMBLY	3
22	ZZPM0617	TRIANGULAR COATED DECK ASSEMBLY	3
23	ZZPM0619	HEX COATED DECK ASSEMBLY	4
24	ZZPM0629	LONG COATED DECK ASSEMBLY	8
25	ZZPM2510	6in DECK TO DECK KICK PLATE	2
26	ZZPM2530	12in DECK TO DECK KICK PLATE	3
27	ZZUN2290	COATED DECK TO DECK CONNECTION KIT	9
		Slides	
28	ZZPM2727	TWIST AND SHOUT (48in DECK)	1
29	ZZPM3006	30in ROUND TUBE SLIDE ENTRANCE/EXIT	2
30	ZZPM3044	DYNAMIC DESCENT - ENT & EXIT - ROTO PANEL CLOSED TO OPEN	1
31	ZZPM3126	GLIDE SLIDE (48in DECK)	1
32	ZZPM3236	ZIGZAG SLIDE (60in DECK)	1
33	ZZPM3424	DYNAMIC DESCENT SLIDE - BALCONY ENT/SLIDE A SIDE EXIT	1
34	ZZPM3538	NUVO 36in DOUBLE SLIDE	1
35	ZZPM4695	MIGHTY DESCENT W/PRISM PASS	1
36	ZZPM6862	HILL SLIDE PLATFORM	2
37	ZZUN2981	NO CLIMB GUARD - TUBE SLIDE - STRAIGHT, LEFT, RIGHT	1
38	ZZUN3007	30in ROUND STRAIGHT TUBE SECTION	4
39	ZZUN3008	30in ROUND LEFT TUBE SECTION	18
40	ZZUN3009	30in ROUND RIGHT TUBE SECTION	1

City of Gluckstadt Playground Equipment List

Design Number: 26-19601A - Bill Of Material

Ref. No.	Part No.	Description	Quantity
41	ZZUN3026	ROUND TUBE SLIDE SUPPORT LEG 7ft	1
42	ZZUN3029	ROUND TUBE SLIDE SUPPORT LEG 4ft	1
43	ZZUN3038	30in ROUND STRAIGHT TUBE SECTION W/ WINDOW	1
44	ZZUN3401	DYNAMIC DESCENT SLIDE - STRAIGHT SECTION	1
45	ZZUN3403	DYNAMIC DESCENT SLIDE - LEFT TURN SECTION	1
46	ZZUN3411	DYNAMIC DESCENT SUPPORT LEG - 2ft - 6in	1
		SkyTower Slides	
47	ZZPM3004	CONTAINED TUBE SLIDE ENTRY/ EXIT	1
48	ZZUN2982	NO CLIMB GUARD - SHORT SPIRAL TUBE - LEFT	1
49	ZZUN2984	NO CLIMB GUARD - TALL SPIRAL TUBE - LEFT, RIGHT	1
50	ZZUN3474	CTR POST & SUPPORT ARMS FOR 15ft & 14ft SPIRAL TUBE SLIDE	1
51	ZZUN3475	CTR POST & SUPPORT ARMS FOR 9ft SPIRAL TUBE SLIDE	1
		Barriers	
52	ZZPM4190	SMALL HAND HOLD	4
53	ZZPM4288	ACCESS GATE	4
54	ZZPM4291	BUTTERFLY PANEL	1
		Activity Panels	
55	ZZPM4297	ABC & 123 PANEL	1
56	ZZPM4318	FIND THE WAY HOME PANEL	1
57	ZZPM4328	ANIMAL LOCATOR PANEL	1
58	ZZPM4386	DRIVER PANEL	1
59	ZZPM4446	SLIDE-N-LEARN PANEL	1
60	ZZPM4457	TREASURE TUMBLE PANEL	1
61	ZZPM4546	SCAVENGER HUNT (DECK LEVEL)	1
62	ZZPM4578	ANYWHERE SEAT	2
63	ZZPM4807	OVAL INSERT PANEL (DECK MOUNT)	3
64	ZZPM4808	OVAL INSERT PANEL (GROUND LEVEL)	3
65	ZZUN4786	RAINBOW INSERT	1
66	ZZUN4787	TACTILE INSERT	1
67	ZZUN4793	CONSTRUCTION PANEL INSERT	1
68	ZZUN4795	GEAR PANEL INSERT	1
69	ZZUN4798	BALL MAZE PANEL INSERT	1
70	ZZUN4806	SHIFTING SANDS PANEL INSERT	1
		SkyTower Barriers	
71	ZZPM4371	CONTAINMENT KALEIDOBARRIER FOR 60in DECK SPAN- LEFT	1
72	ZZPM4372	CONTAINMENT KALEIDOBARRIER FOR 60in DECK SPAN- RIGHT	1
73	ZZPM4373	KALEIDOBARRIER 44in TALL- LEFT	2
74	ZZPM4374	KALEIDOBARRIER 44in TALL- RIGHT	3
75	ZZPM4383	HEX KALEIDO FILLER PANEL	2
76	ZZPM4384	HEX KALEIDO DOUBLE BARRIER	2
77	ZZPM4385	HEX KALEIDO TRIPLE BARRIER	2
78	ZZPM6729	CONTAINMENT LEVEL FILLER BRACKET	1
		Audible Activities	
79	ZZPM4588	BELL PANEL	1

City of Gluckstadt Playground Equipment List

Design Number: 26-19601A - Bill Of Material

Ref. No.	Part No.	Description	Quantity
	80ZZPM4649	POST MOUNT DRUM	1
	Roofs & Arches		
	81ZZPM4716	12ft SQUARE HAT SHADE	1
	82ZZPM4718	20ft SQUARE HAT SHADE	1
	83ZZPM9699	20ft SHADE CANOPY	5
	84ZZPM9720	HEX TOWER CONTAINMENT ROOF	1
	Crawl Tubes		
	85ZZPM5694	VERTICAL S ADVENTURE TUBE 2.0	1
	86ZZPM5698	ADVENTURE CRAWL TUBE FUNNEL (GROUND TO DECK) 2.0	1
	Overhead Events		
	87ZZPM5770	LEG LIFT	1
	88ZZPM5850	90 DEGREE HORIZONTAL LOOP LADDER	1
	89ZZPM5960	OVERHEAD EVENT ACCESS LADDER (24in DECK)	1
	Bridges		
	90ZZPM6381	KALEIDOCROSSING CATWALK	2
	91ZZPM6968	10ft GEO ARCH BRIDGE	1
	SkyTower Climbers		
	92 ZZPM6730	KALEIDOCLIMBER	3
	Climbers		
	93ZZPM7086	CLIMBING SQUARES BLOCK CLIMBER (24in)	1
	94ZZPM7170	8ft TOWER CLIMBER	1
	95ZZPM7237	ROPE LADDER- 48in DECK	2
	96ZZPM7950	SILO CLIMBER (48in DECK)	1
	97ZZPM7966	ROCKY RIDGE CLIMBER (60in DECK)	1
	98ZZPM8289	RIBBON CLIMBER (36in DECK)	1
	99ZZPM8290	RIBBON CLIMBER (48in DECK)	1
	ADA Items		
100	ZZPM7328	6in RISE DK-DK WHEELCHAIR RAMP W/ GUARDRAILS	1
101	ZZPM7330	AEROGLIDER DECK EXTENSION FOR WHEELCHAIR RAMPS	1
102	ZZPM7537	GROUND TO DECK WHEELCHAIR RAMP W/ GUARDRAILS (12in RISE)	2
103	ZZPM7539	DECK TO DECK WHEELCHAIR RAMP W/ GUARDRAILS (12in RISE)	2
104	ZZPM8230	DECK TO DECK ACCESSIBLE CLIMBER (24in RISE)	1
105	ZZUN7336	AEROGLIDER	1
106	ZZUN9390	6in WHEELCHAIR RAMP CENTER SUPPORT	2
107	ZZUN9400	18in WHEELCHAIR RAMP CENTER SUPPORT	2
	Ground Zer0 Climbers		
108	ZZPM8457	THE CRATER ARCH	1
109	ZZPM9079	TRI JUNCTION	1
	Stairs and Ladders		
110	ZZPM9168	12in ACCESSIBLE STEPPED PLATFORM (DECK TO DECK)	1
	Additional Tool & Maintenance Kits		
111	ZZUN1471	INSTALLER HARDWARE KIT	1
112	ZZUN9930	PIPE SYSTEMS MAINTENANCE KIT W/ AEROSOL	1

City of Gluckstadt Playground Equipment List

Design Number: 26-19601A - Bill Of Material

Ref. No.	Part No.	Description	Quantity
113	ZZXX0678	LABEL KIT- COMPOSITE STRUCTURE - ASTM	1
114	ZZXXGNGUID	GENERAL INSTALLERS GUIDE	1
	Balance		
115	ZZUN7136	UNITY STEPPER - SMALL	3
116	ZZUN7137	UNITY STEPPER - MEDIUM	2
117	ZZUN7138	UNITY STEPPER - LARGE	1
118	ZZUN7140	STATIONARY BUTTONS (12in)	3
119	ZZUN7146	STATIONARY BUTTONS (18in)	1



Youth Exercise Area
for Gluckstadt Community Park

PELICAN PLAYGROUNDS

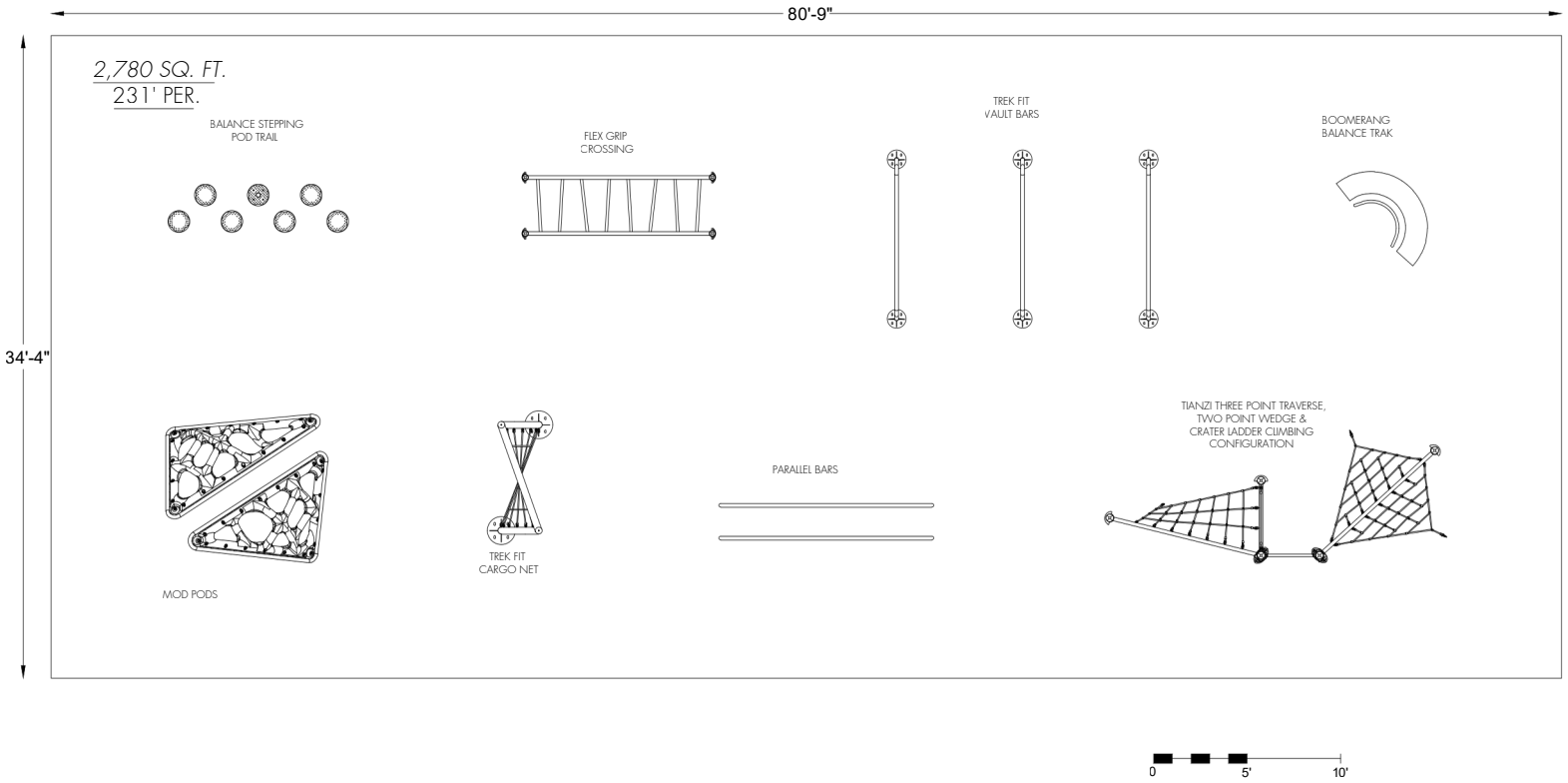
Equipment Manufacturer PLAYWORLD



Youth Exercise Area
for Gluckstadt Community Park

PELICAN PLAYGROUNDS

Equipment Manufacturer PLAYWORLD



*PLAYGROUND SUPERVISION REQUIRED

PLAYWORLD

PELICAN PLAYGROUNDS

EQUIPMENT SIZE:

USE ZONE:
80'9" X 34'4"

AREA:
2,780 SqFt.

PERIMETER:
231 Ft.

FALL HEIGHT:
8 Ft.

AGE GROUP:
5-12

✓ ASTM F1487-25
✓ CPSC #325

PROJECT NO:
917 20-ALL

SCALE:
SEE BAR SCALE

DRAWN BY:
DANA GRUBBS

Paper Size
B

DATE:
25-SEP-2026

Playground for Gluckstadt Community Park

Youth Exercise Area for Gluckstadt Community Park

Compliance and Technical Data Reference Document: ASTM F1487

Ref. No.	Part No.	Qty.	Description	Unit ASTM Status	Total Weight (lbs)	Pre-Consumer Recycled Content (lbs)	Post-Consumer Recycled Content (lbs)	CO2e Footprint (kgs)	Users	Install Hours	Concrete (Yds3)	Active Play Events

ASTM F1487

The lay-out for this custom playscape, design number 91726-ALE, has been configured to meet the requirements of the ASTM F1487 standard. In addition, each of the above components listed as "Certified" have been tested and are IPEMA certified. Components listed as "Not Applicable" do not fall within the scope of the ASTM F1487 standard and have not been tested. IPEMA certification can be verified on the IPEMA website, www.ipema.org. In the interest of playground safety, IPEMA provides a Third Party Certification Service which validates compliance.

2010 ADA Standards for Accessible Design

The lay-out was also designed to meet the 2010 Standards published 15-Sep-2010, by the Department of Justice when installed over a properly maintained surfacing material that is in compliance with ASTM F1951 "Accessibility of Surface Systems Under and Around Playground Equipment" as well as ASTM F1292, "Impact Attenuation of Surfacing Materials Within the Use Zone of Playground Equipment", appropriate for the fall height of the structure.

Installation Times

Installation times are based on one experienced installer. A crew of three experienced individuals can perform the installation within the given time, each member working 1/3 of the given hours. [Eg. Installation Time = 30 hours. For a crew of three, each member will work 10 hours on the installation for a total of 30 hours on the project.]

Carbon Footprint

The CO2e (carbon footprint given in Kilograms and Metric Tons) listed above is a measure of the environmental impact this play structure represents from harvesting raw materials to the time it leaves our shipping dock. Playworld Systems nurtures a total corporate culture that is focused on eliminating carbon producing processes and products, reducing our use of precious raw materials, reusing materials whenever possible and recycling materials at every opportunity. Playworld Systems elected to adopt the Publicly Available Specification; PAS 2050 as published by the British Standards Institute and sponsored by Defra and the Carbon Trust. The PAS 2050 has gained international acceptance as a specification that measures the greenhouse gas emissions in services and goods throughout their entire life cycle.

Pre-Consumer Recycle Content

A measurement, in pounds, that qualifies the amount of material that was captured as waste and diverted from landfill during an initial manufacturing process and is being redirected to a separate manufacturing process to become a different product. E.g. 100% of our Aluminum Tubing is made from captured waste material during the manufacturing process of extruded Aluminum products such as rods, flat bars and H-channels.

Post-Consumer Recycle Content

A measurement, in pounds, that qualifies the amount of material that was once another product that has completed its lifecycle and has been diverted from a landfill as a solid waste through recycling and is now being used in a Playworld Systems' product. E.g. **20% to 40% of the steel in our steel tubing and sheet steel have been diverted from landfills. Automobiles are scrapped and recyclable steel is purchased by the steel mill that produces our raw product.

** The amount of Post-Consumer recycled steel fluctuates daily based on the availability of the recycled steel.


WATERPLAY
BY AKR
Gluckstadt City Park
Copyright 2026 Waterplay Solutions Corp. Artist's visual interpretation of the project. Cannot be considered factual representation of the final product.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NOT FOR CONSTRUCTION PURPOSES

NOTES:
1. MAIN AQUATIC PLAY PAD AREA: 563 SQ
TOTAL AREA, INCLUDING OVERSPRAY ZONE: 1089 SQ
2. TO AVOID POTENTIAL DAMAGE TO SURROUNDING SOFTSCAPE AND TO KEEP PEDESTRIAN TRAFFIC FROM GETTING WET, WATERPLAY RECOMMENDS A MINIMUM OVERSPRAY OF 2.44 METRES (8'). FOR AREAS WITH HIGH WINDS, A LARGER OVERSPRAY ZONE MAY BE REQUIRED.
3. GRADE SURROUNDING OUTSIDE PERIMETER LANDSCAPE TO PROVIDE ADDITIONAL DRAINAGE AWAY FROM OVERSPRAY PAD.
4. SLOPES (INCLUDING MAIN AND OVERSPRAY AREAS) TO PROVIDE POSITIVE DRAINAGE TO DRAINS. IF CODE REQUIRES THAT THERE BE A ZONE SLOPING AWAY FROM THE MAIN AREA, WATERPLAY RECOMMENDS AN ADDITIONAL DRY ZONE TO MEET THAT REQUIREMENT.
5. SLAB GRADES SUBJECT TO ENGINEER APPROVAL (NOTE ADA MAX CROSS SLOPE GRADE IS 2%).



IMPERIAL | 32 x 44

FOR INFORMATIONAL PURPOSES ONLY. LOCAL LANDSCAPE ARCHITECT, ENGINEER AND/OR APPROPRIATE AUTHORITIES HAVING JURISDICTION MUST COMPLETE ALL PARK LAYOUT, MECHANICAL & ELECTRICAL DESIGN PRIOR TO CONSTRUCTION.

DESIGNED IN:
WATERPLAY INTERACTIVE

DESIGNED BY:
Waterplay Solutions Corp
Waterplay Solutions Corp

1:124 | 2026-09-30

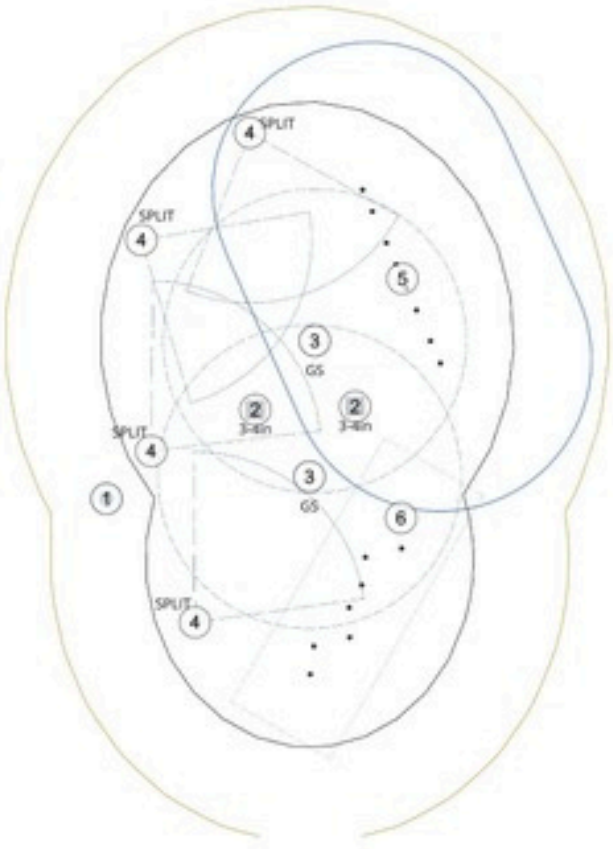
Gluckstadt City Park

WATERPLAY by MAK
805 Crowley Avenue, Kelowna BC
Canada V1Y 7G6
TEL. (250) 712-3393 FAX (250) 861-4814
info@waterplay.com

Copyright 2026 Waterplay Solutions Corp.

CODE	SKU	COMPONENT NAME	QTY	GPM
1	0010-1854	ACTIVATOR POWER POST	1	-
2	DRA-00003	DRAIN SQUARE 3IN OR 4IN OUTLET	2	-
3	0010-7478	GS GEYSER	2	6
4	0010-7482	GS SPLIT SPURT	4	1.5
5	0010-7497	GS SPRAY TUNNEL 8 (GS GEYSER)	1	48
6	0010-9816	GS TEAM EFFECT	1	8

NOT FOR CONSTRUCTION PURPOSES



IMPERIAL | 32 x 44

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DESIGNED IN:
WATERPLAY INTERACTIVE

DESIGNED BY:
Waterplay Solutions Corp
Waterplay Solutions Corp

1:114 | 2026-09-30

Gluckstadt City Park

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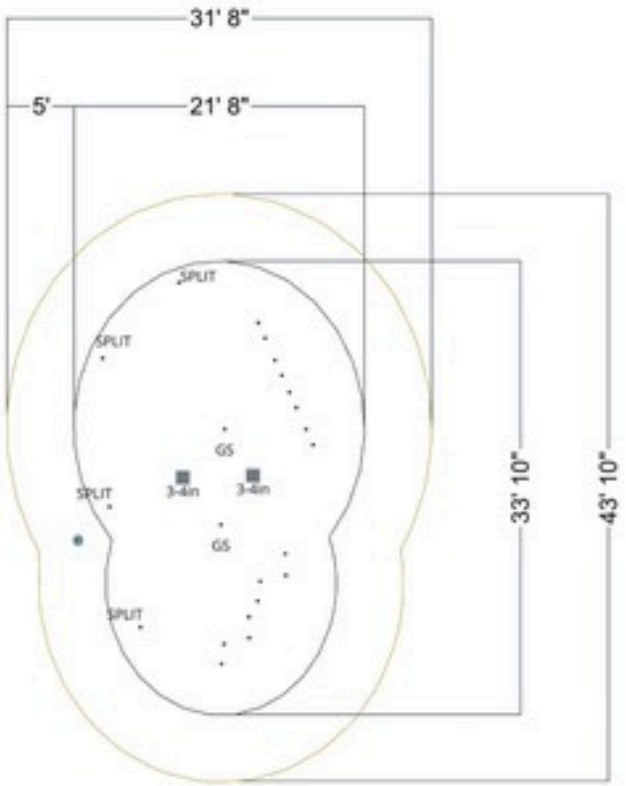

IMPERIAL	32 x 44

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DESIGNED IN:
WATERPLAY INTERACTIVE

DESIGNED BY:
Waterplay Solutions Corp
Waterplay Solutions Corp

1:162	2026-09-30

Gluckstadt City Park

WATERPLAY by MAK
805 Crowley Avenue, Kelowna BC
Canada V1Y 7G6
TEL. (250) 712-3393 FAX (250) 861-4814
info@waterplay.com

Copyright 2026 Waterplay Solutions Corp.

NOT FOR CONSTRUCTION PURPOSES

NOTES:
1. MAIN AQUATIC PLAY PAD AREA: 0 SQ
TOTAL AREA, INCLUDING OVERSPRAY ZONE: 0 SQ
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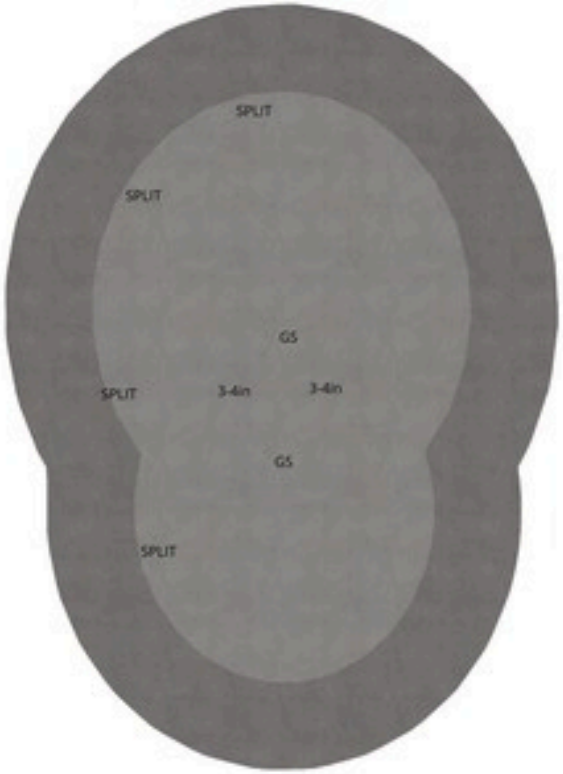

IMPERIAL	0 x 0

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DESIGNED IN:
WATERPLAY INTERACTIVE

DESIGNED BY:
Waterplay Solutions Corp
Waterplay Solutions Corp

1:1	2026-09-30

Gluckstadt City Park

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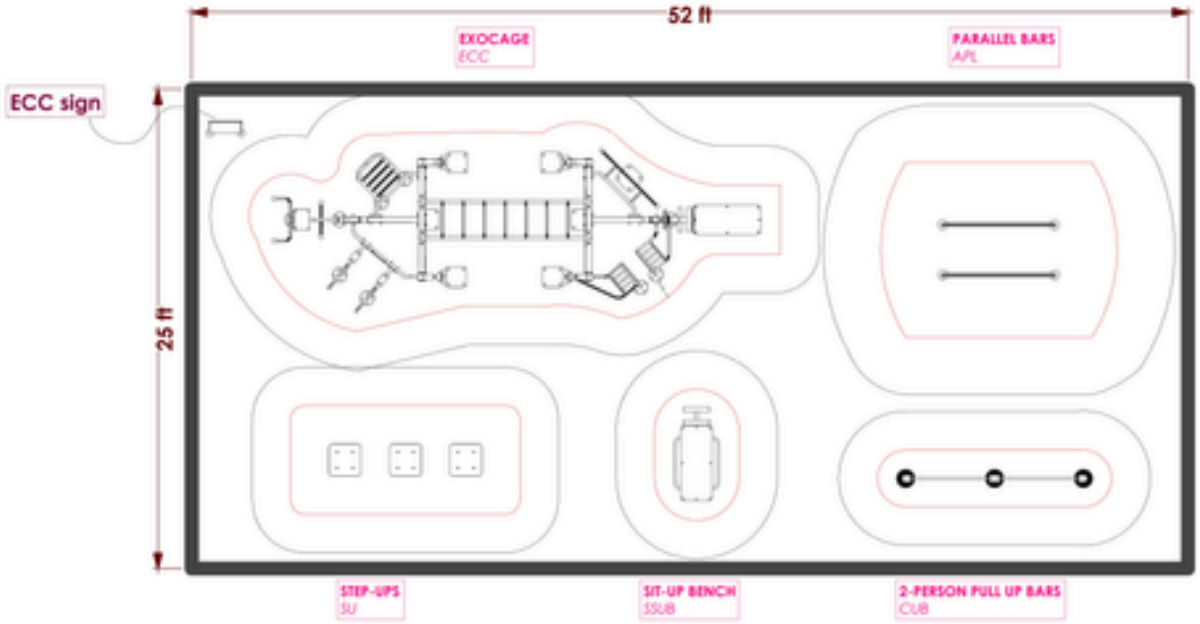
Canada V1Y 7G6
TEL. (250) 712-3393 FAX (250) 861-4814
info@waterplay.com

Copyright 2026 Waterplay Solutions Corp.



Suggested shape for outdoor gym equipment area,
however this can be modified during submittal phase

Gluckstadt Community Park Outdoor Gym Area



Suggested shape for outdoor gym equipment area, however this can be modified during submittal phase

ExoFit Outdoor Fitness

TOTAL SQUARE FEET:

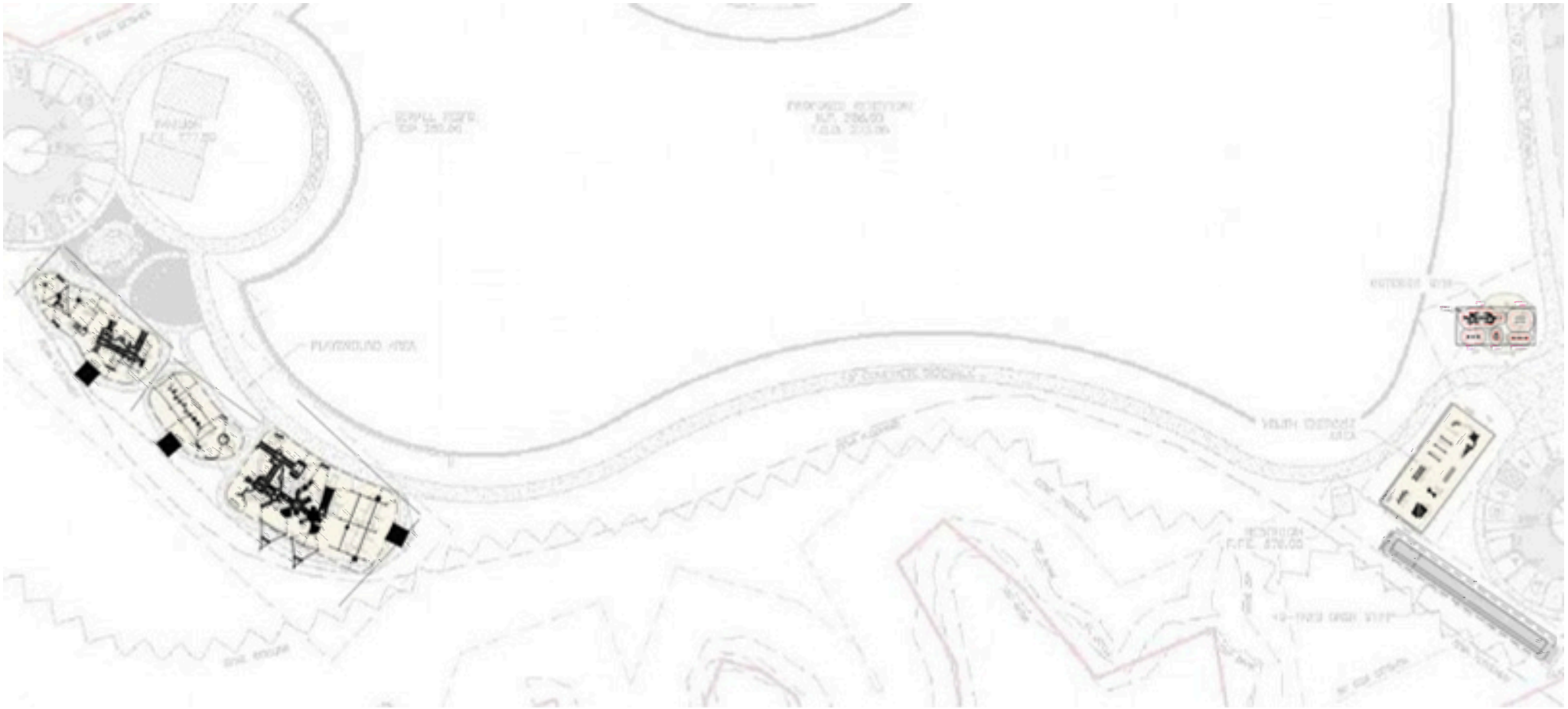
1300 SQ FT.

NO. OF USERS:

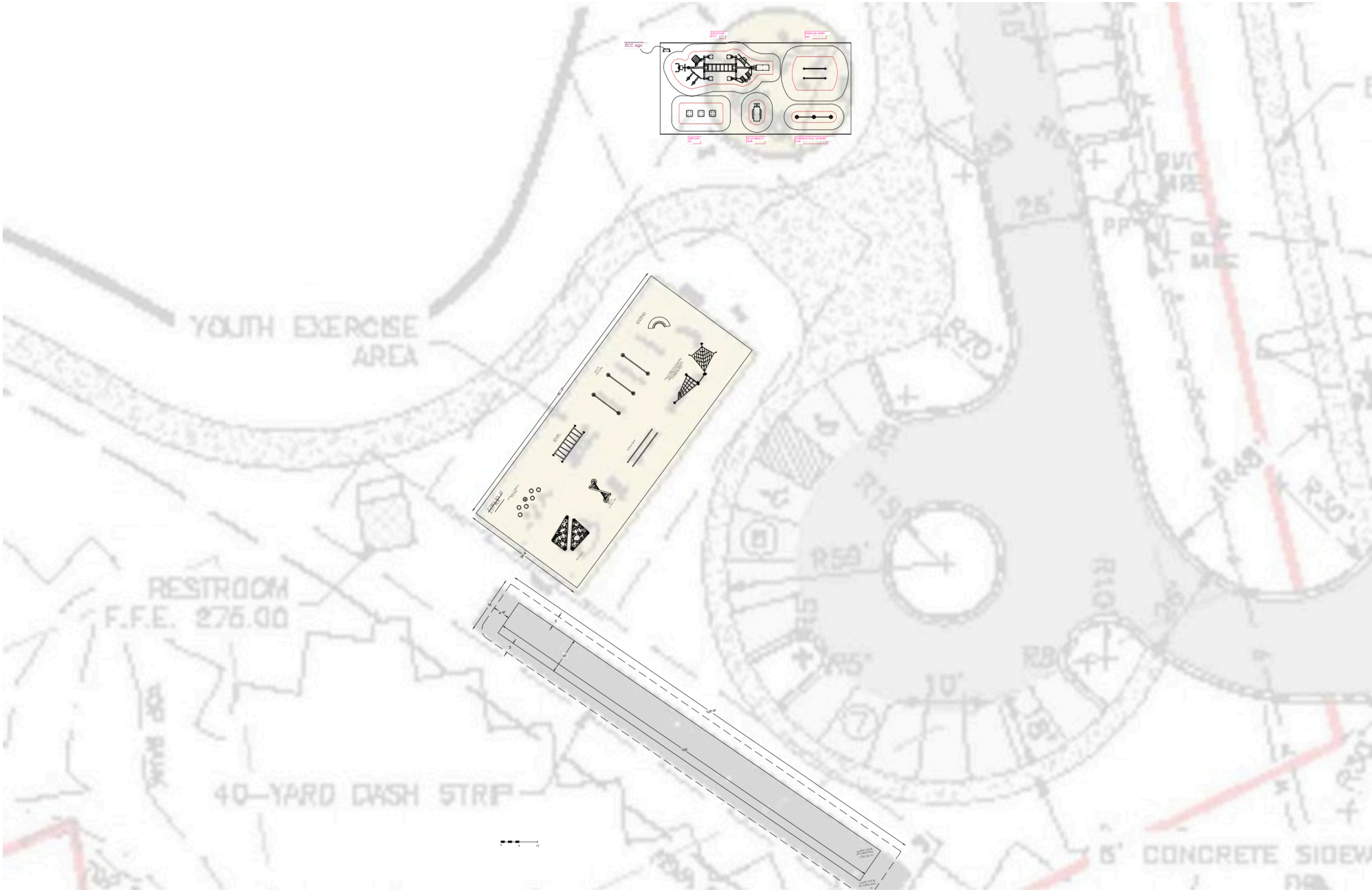
15

CITY OF GLUCKSTADT.

PROJECT NO:-	SCALE:- 3/16" =1'
DRAWN BY:-	PAPER SIZE:- B
DATE:- 19-SEPT-2026	




CRETE SIDEWALK
PLAYGROUND AREA


YOUTH EXERCISE
AREA
RESTROOM
F.F.E. 276.00
40-YARD DASH STRIP
6' CONCRETE SIDEW

AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
PELICAN PLAYGROUNDS
5208 Magazine Street #116
New Orleans, LA 70115

SURETY:
(Name, legal status and principal place of business)
TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
One Tower Square, MN06-740
Hartford, CT 06183

OWNER:
(Name, legal status and address)
CITY OF GLUCKSTADT
343 Distribution Drive, Gluckstadt, MS 39110

BOND AMOUNT: Five Percent of Amount bid (5% of Amount Bid)

PROJECT:
(Name, location or address, and Project number, if any)
Playground for Gluckstadt Community Park for the City of Gluckstadt, Mississippi

Project Number, if any:

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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

Signed and sealed this 29th day of September, 2026

	PELICAN PLAYGROUNDS
(Witness)	*(Principal)* *(Seal)*
	Lauren Knight
	(Title) President / Owner
	TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
(Witness) Salena Wood	*(Surety)* *(Seal)*
	(Title) Jennifer Williams, Attorney in Fact

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TRAVELERS

Travelers Casualty and Surety Company
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint **Jennifer Williams** of **ST LOUIS**, **Missouri**, their true and lawful Attorney(s)-in-Fact 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 **13th** day of **May, 2026.**

SEAL SEAL SEAL

State of Connecticut

By: _____
Bryce Grissom, Senior Vice President

City of Hartford ss.

On this the **13th** day of **May, 2026**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President, Surety, Bond & Specialty Insurance, of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **31st** day of **March, 2031**

NOTARY PUBLIC

_____
Marie E. Sorensen, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, 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 each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 29th day of September, 2026

SEAL SEAL SEAL

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



Advertisement for Bids - Gluckstadt Community Park
City of Gluckstadt

Project documents obtained from www.CentralBidding.com
22-Sep-2026 12:12:56 PM

LK

September 21, 2026

McMaster & Associates, Inc.
212 Waterford Square, Suite 300
Madison, MS 39110
601-605-1090

ADDENDUM NO. ONE (1)
Playground for Gluckstadt Community Park
City of Gluckstadt, Mississippi
McMaster & Associates, Inc. – M-3442-1

Plan Holders,
The following changes and clarifications are hereby made a part of and take precedence over conflicting sections of Construction Documents.

GENERAL INFORMATION AND CLARIFICATIONS:

1.1 The Pre-Bid Meeting for the above-referenced project was held on September 15, 2026, at 1:00 p.m. The pre-bid meeting minutes and sign-in sheet are attached.

1.2 Do not remove any portion of the construction documents when submitting your bid. This means all pages of the construction documents which will include the Bid Bond, Bid Proposal & Bid Form, Non-Collusion Affidavit (in-duplicate), Addendums, etc. as shown on the Bidders Checklist and Instructions to Bidders.

1.3 Prospective Bidders may propose additional manufacturers or vendors for the playground equipment, fitness equipment, splash pad equipment, and other similar items beyond those identified in the Contract Documents. Any proposed manufacturer, vendor, or product must, at a minimum, meet or exceed the applicable requirements and specifications of the Contract Documents. Requests for consideration of additional manufacturers or vendors must be submitted prior to bid opening by email to kohl@mcmastereng.com. Requests received after bid opening will not be considered as approved manufacturers or vendors for purposes of bidding. After bids have been received, any substitutions proposed will be subject to review and may only be used if approved and accepted by the Owner.

PERTAINING TO THE CONSTRUCTION DOCUMENTS:

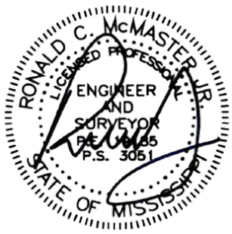
1.4 Revised Section 116800 – Splash Pad System. Section 1.02, Paragraph C – revised to a minimum of 70 gallons per minute (GPM) or greater.

1.5 Revised Section 023000 – Exhibits 1 & 2 to include playground equipment heights, revised gate locations, BCBS sign locations, clarified shade structure and umbrella heights and widths, and revised turf areas.

LK

Please acknowledge this addendum by signing and emailing it back and enclosing it with your bid proposal.

Ron McMaster, Jr. P.E., P.S.



Acknowledge and email back:
kohl@mcmastereng.com
brandon@mcmastereng.com

Company Name: Pelican Playgrounds

By: Lauren Knight
09.22.2026

END OF ADDENDUM NO. ONE (1)

McMASTER & ASSOCIATES, INC.
CIVIL ENGINEERS & LAND SURVEYORS

Pre-Bid Meeting Minutes

Project: Playground for Gluckstadt Community Park
City of Gluckstadt, Mississippi

Meeting Date: Pre-Bid – September 15, 2026, 1:00 p.m.

- **Bid Date/Time –** October 2, 2026, until 2:00 p.m. at City Hall, 343 Distribution Drive, Gluckstadt, MS 39110,
  - Electronic bids can be received at www.centralbidding.com
- **Sign-in Sheet**
  - Meeting was called to order and sign in sheet passed.
- **Bidding Information**
  - Contract Time was discussed.
    The awarded contractor must complete all Work by August 31, 2027.
    Liquidated damages - $750 per calendar day
- **Bidding Schedule**
  - Pre-Bid Meeting: September 15, 2026, at 1:00 P.M.
  - Addendum No.1 will be issued by Friday, September 18, 2026, and will include the pre-bid meeting minutes.
  - Last Day for Questions: Friday, September 25, 2026. Questions must be received by 5:00 P.M. Central Time.
  - All Bidding Questions **MUST** be submitted in writing (emailed) to McMaster & Associates, Inc. to kohl@mcmastereng.com
  - The last Addendum (if necessary) will be issued: Tuesday, September 29, 2026
  - All Addenda must be signed and submitted with the contractors bid.
  - Do not remove any pages of the Construction Documents when submitting your bid.
- **Project Discussion, Questions, Answers, & Clarifications**
  - Work generally includes construction and installation of playground improvements, splash pad improvements, outdoor fitness improvements, sidewalks and concrete areas, artificial turf and surfacing, fencing, some minor grading and drainage, etc.
  - (3) BCBS Grant Recognition Sign: Furnish and install (3) three 18-inch wide by 24-inch-high aluminum sign panel**,** with white background, blue border, blue and black lettering/graphics, and BCBS Foundation logos, generally consistent with the sign image provided with this Addendum. Sign shall be mounted on one (1) 2-inch × 2-inch galvanized square steel post set in concrete**.** Final sign layout, colors, wording, graphics, mounting height, and location shall be submitted to and approved by the Owner prior to fabrication and ordering.
  - The splash pad flow-through drain system should have a design flow rate of not less than 70 gallons per minute (GPM). The original flow-through drain system minimum flow rate was 40 (GPM).
  - Playground & Fitness area surfacing shall be Poured in Place Rubber Safety Surfacing – 60/40 Beige/Black
  - The concrete bench knee walls at the splash pad must have rounded edges at all corners and sides.
  - The estimate for the proposed project ranges from $1,600,000 to $2,000,000

- The existing site generally slopes to the south. Finished grades shall generally follow the existing ground contours and provide positive drainage toward the south side of the site. The Contractor shall grade the area as necessary to prevent ponding and maintain positive drainage throughout the site, while maintaining all required ADA-compliant slopes, cross slopes, transitions, and accessible routes. The Contractor shall review the proposed site layout and grading and ensure positive drainage is maintained throughout the site, particularly at transitions between rubber play surfacing, artificial turf, sidewalks, and other surface materials. Where necessary to prevent ponding or trapped water, the Contractor shall provide and install small area inlets, perforated drainage pipe, and/or other incidental drainage improvements required to provide adequate drainage. Perforated drainage piping shall be installed at appropriate grades and shall daylight to the southwest side of the site, away from the proposed pond.

  The completed site shall provide positive drainage with no areas of standing or ponded water.
- The splash pad shall include a 4-inch PVC wastewater drain. The Contractor shall include all costs associated with furnishing and installing approximately 100 linear feet of 4-inch PVC drainpipe and connecting the drain to a junction box. The final location of the junction box shall be determined by the Owner/Engineer.

MEETING ADJOURNED

LK

McMASTER & ASSOCIATES, INC.
CIVIL ENGINEERS & LAND SURVEYORS
212 WATERFORD SQUARE
SUITE 300
MADISON, MS 39110
601.605.1090

Date: September 15, 2026
Playground for Gluckstadt Community Park
City of Gluckstadt, MS

NAME	ORGANIZATION	PHONE	EMAIL
Koni Bailey	McMaster & Associates, Inc.	601-594-0677	Koni@mcmasterseng.com
ZACH FORD	STRUTHERS RECREATION	662-426-2033	ZACH @ STRUTHERS-REC.COM
Parker Lohman	Pinnacle Construction	601-850-8935	Parker@pcgms.com
Swayze Cyler	Swayze Construction Company LLC	601-405-4623	Swayze@Swayzeconstructionco.com
Jackson Black	We Build Fun	601-317-5302	jackson@Webuildfun.com
Alan Mumbower	Pelican Playgrounds	504-427-8774	amumbower@pelicanplaygrounds.com
ALEX WILCOX	PELICAN PLAYGROUNDS	601-516-4511	awilcox@pelicanplaygrounds.com
Mayra Prado	EOZ Build and Design LLC	769-231-2009	mayrap@eozconstruction.com
Will Russell	Mills Contracting	601-218-9662	Wrussell@millscontracting.net
Brock Beck	Great Southern Recreation	601-609-2780	brock@greatsouthernrec.com

THIS PLAYGROUND
WAS MADE POSSIBLE

THANKS TO

FUNDS PROVIDED BY

Blue Cross &
Blue Shield
of Mississippi Foundation



SECTION 116800
SPLASH PAD SYSTEM

PART 1 – GENERAL

1.01 DESCRIPTION

A. This Section includes furnishing all labor, materials, equipment, tools, supervision, transportation, services, and incidentals necessary for the complete design, purchase, delivery, installation, testing, commissioning, and startup of a flow-through/gravity-drain splash pad system.

B. The splash pad shall have a circular footprint approximately 30 feet in diameter. Within the splash pad footprint, provide a five (5) foot wide dry walk around the perimeter with a broomed concrete finish.

C. The Work shall include, but not necessarily be limited to, site preparation, subgrade preparation, aggregate base, reinforced concrete construction, drainage, piping, valves, valve cabinet, controls, electrical activator, spray features, equipment mounting systems, utility connections within the Contractor's scope, testing, commissioning, training, restoration, and all appurtenances necessary to provide a complete and operational splash pad system.

D. Furnish and install all incidental materials, equipment, accessories, fittings, connections, supports, anchors, hardware, and other components reasonably necessary for a complete and functional installation, whether specifically identified herein or not.

1.02 DESIGN REQUIREMENTS

A. Provide a complete flow-through/gravity-drain splash pad system.

B. The splash pad shall have a circular footprint approximately 30 feet in diameter with a five (5) foot wide dry walk around the perimeter.

C. Design the splash pad system to accommodate a water flow rate of approximately 70 gallons per minute (GPM) or greater

D. Provide positive drainage throughout the splash pad area. Slopes shall be constructed to prevent ponding, standing water, or "birdbath" conditions.

E. Cross slopes toward the primary drain box shall not exceed three (3) percent.

F. Spray features shall be installed using encased, interchangeable mounting systems that allow individual spray features to be removed, repaired, or replaced without demolition of the surrounding concrete.

G. Products identified herein by manufacturer and model number are provided as the Basis of Design and are intended to establish the minimum required type, quality, function, performance, durability, and general aesthetic character of the splash pad system.

H. Equivalent products from other manufacturers may be provided as an approved equal, subject to review and approval by the Engineer and Owner in accordance with the Contract Documents.

I. Proposed equivalent products shall meet or exceed the performance, materials, quality, durability, functionality, maintainability, and general aesthetic intent of the Basis-of-Design products specified herein.

J. Acceptance of a proposed equal shall not relieve the Contractor from responsibility for providing a complete, coordinated, and fully functional splash pad system meeting all requirements of the Contract Documents.

1.03 SUBMITTALS

A. Following award and prior to ordering equipment or beginning construction of the splash pad, submit complete splash pad system information to the Engineer and Owner for review and approval.

B. Submit renderings and a proposed splash pad layout demonstrating that the proposed system meets the intent and requirements of the Contract Documents.

C. The proposed layout shall include, at a minimum:

1. Overall splash pad dimensions and configuration.
2. Limits and dimensions of the five (5) foot wide dry walk.
3. Location and identification of each spray feature.
4. Manufacturer and model number of each proposed spray feature.
5. Location of the primary drain box.
6. Proposed valve cabinet location.
7. Location of the electrical activator bollard.
8. General routing of feature piping.
9. Proposed wastewater discharge/daylight location.
10. Proposed utility connection locations.
11. General drainage and slope configuration.

D. Submit manufacturer's product data for all spray features, mounting systems, valve cabinet, valves, manifold, controls, timer interface, activator, and other manufactured components of the splash pad system.

E. Submit manufacturer's written installation requirements and recommendations for all splash pad equipment.

F. Where products other than the specified Basis-of-Design products are proposed, clearly identify each proposed substitution or equivalent product and submit sufficient documentation demonstrating compliance with the requirements of this Section.

G. Documentation for proposed equivalent products shall include, as applicable:

1. Manufacturer's name.
2. Product name and model number.
3. Product data and technical information.
4. Materials of construction.
5. Dimensions and configuration.
6. Flow and performance information.
7. Mounting and installation requirements.
8. Warranty information.
9. Comparison with the specified Basis-of-Design product.
10. Renderings, photographs, or other information necessary to demonstrate equivalent aesthetic and functional characteristics.

H. The Engineer and Owner reserve the right to reject proposed equivalent products that do not demonstrate compliance with the requirements and design intent of the Contract Documents.

1.04 FIELD VERIFICATION

A. Prior to beginning construction, verify existing site conditions, elevations, utility locations, and other conditions affecting installation of the splash pad.

B. Verify that the existing subgrade is suitable for construction. Prepare and compact subgrade beneath the splash pad improvements to a minimum of 95 percent of maximum dry density as determined by the Standard Proctor test.

C. Notify the Engineer of unsuitable or unstable conditions encountered prior to proceeding with construction of the affected Work.

1.05 COORDINATION

A. Coordinate the splash pad installation with the Owner, Engineer, equipment manufacturer, utility providers, and other contractors performing Work at the Project site.

B. The location of the above-grade valve cabinet shall be within a greenspace and shall be approved by the City prior to installation.

C. The location where the splash pad wastewater line daylights shall be designated or approved by the City prior to installation.

D. Coordinate the locations of spray features, piping, drainage, electrical components, concrete reinforcing, and other Work to provide a complete and properly functioning system.

1.06 OWNER-PROVIDED UTILITY WORK

A. The City of Gluckstadt will provide electrical power to the electrical panel located at the valve cabinet and will make the electrical connection to the cabinet electrical panel prior to startup.

B. The City of Gluckstadt will provide the water supply to the valve cabinet and will provide a pressure-reducing valve, if required, and a properly sized backflow preventer.

C. Coordinate the Contractor's Work with the utility connection points provided by the City.

1.07 WARRANTIES

A. Provide warranties commencing on the date of splash pad commissioning as follows:

1. General Contractor's Warranty: One (1) year.
2. Valve Cabinet Manufacturer's Warranty: Three (3) years.
3. Spray Feature Manufacturer's Warranty: Three (3) years.
4. Concrete Warranty: Three (3) years.

B. Proposed approved-equal equipment shall provide warranties meeting or exceeding the warranty periods specified herein.

C. Submit written warranty documentation to the Owner as part of the Project closeout documents.

PART 2 – PRODUCTS

2.01 GENERAL

A. Furnish new materials and equipment suitable for their intended use and compatible with the complete splash pad system.

B. Splash pad components shall be designed and manufactured for commercial outdoor splash pad applications.

C. Components of the splash pad system shall be compatible with one another and shall be coordinated by the Contractor and splash pad equipment supplier/manufacturer.

D. Products identified by manufacturer and model are Basis-of-Design products. Approved equivalent products meeting or exceeding the specified requirements may be provided subject to the requirements of this Section and the Contract Documents.

2.02 SPRAY FEATURES

A. Spray features manufactured by Raindrop Products, LLC are identified as the Basis of Design and establish the minimum type, quality, performance, function, durability, and general aesthetic character required.

B. Equivalent products manufactured by others may be provided as approved equals, subject to review and approval by the Engineer and Owner.

C. Provide the following spray features:

1. Two (2) slanted surface sprays.
   Basis of Design: Raindrop Slant Finger Jets, or approved equal.

2. Four (4) interwoven multi-jet surface sprays.
   Basis of Design: Raindrop Basket Weaver, or approved equal.
3. Two (2) vertical cone surface sprays.
   Basis of Design: Raindrop Mini Popcorn Jet or approved equal.
4. Two (2) integrated vertical jets arranged in a curved pattern.
   Basis of Design: Raindrop Low Flow Curved Pop Jet, 48-inch Radius, or approved equal.
5. One (1) tunnel-effect surface spray.
   Basis of Design: Raindrop Tunnel Arch 6, or approved equal.

D. Approved-equal spray features shall provide spray patterns, coverage, interaction, function, and general visual character comparable to the Basis-of-Design features.

E. Provide each spray feature with an encased, interchangeable mounting system that permits removal, repair, or replacement of the individual spray feature without demolition of the surrounding concrete.

F. Provide all piping, fittings, connections, mounting components, and accessories required for complete installation and operation of the spray features.

2.03 VALVE CABINET AND WATER CONTROLS

A. Provide one (1) above-grade valve cabinet suitable for exterior commercial splash pad applications.

B. Provide within the valve cabinet a Schedule 80 PVC, 3-inch manifold with ball valves dedicated to seven (7) individual 1-inch feature lines.

C. Provide one (1) 2-inch pressure control valve.

D. Provide one (1) 2-inch shutoff valve.

E. Provide all fittings, connections, supports, and accessories required for a complete installation.

F. Valve cabinet and control components shall be compatible with the proposed splash pad system.

2.04 CONTROL SYSTEM

A. Provide one (1) zone timer interface to control operation of the splash pad.

B. The timer interface shall be programmable for two (2) opening times and two (2) closing times per day, providing two operating windows per day, seven days per week.

C. Provide one (1) electrical activator bollard with touch-sensor button located within the splash pad area.

D. Provide a 120-volt, single-phase electrical breaker panel mounted on the side of the valve cabinet.

E. Provide all controls, wiring within the splash pad equipment system, enclosures, connections, and accessories necessary for complete operation.

2.05 DRAINAGE

A. Provide one (1) 4-inch PVC wastewater line connected to a drain box located at the center of the splash pad.

B. Extend the wastewater line to daylight at a location designated or approved by the City prior to construction.

C. Provide all fittings, connections, excavation, bedding, backfill, and other incidental materials required for a complete gravity-drain installation.

2.06 CONCRETE

A. Concrete shall have a minimum compressive strength of 3,500 psi.

B. Provide a concrete splash pad deck six (6) inches thick in the field.

C. Provide a perimeter turndown twelve (12) inches deep and eight (8) inches wide along the circular perimeter.

D. Reinforce the perimeter turndown with one (1) continuous No. 5 reinforcing bar located four (4) inches from the bottom of the footing.

E. Reinforce the six (6) inch concrete deck with welded wire reinforcement.

F. Provide a four (4) inch thick compacted No. 57 stone base beneath the concrete.

PART 3 – EXECUTION

3.01 SITE PREPARATION

A. Verify existing conditions prior to beginning Work.

B. Remove unsuitable material as necessary and prepare the subgrade to receive the proposed splash pad improvements.

C. Compact the prepared subgrade to a minimum of 95 percent of maximum dry density as determined by the Standard Proctor test.

D. Establish grades necessary to provide positive drainage and support the proposed improvements.

3.02 AGGREGATE BASE

A. Place No. 57 stone beneath the concrete splash pad deck to a compacted thickness of four (4) inches.

B. Place and compact aggregate to provide a firm, uniform base for concrete construction.

3.03 CONCRETE INSTALLATION

A. Construct the splash pad concrete deck six (6) inches thick with the perimeter turndown specified herein.

B. Install reinforcing steel and welded wire reinforcement in the locations specified.

C. Provide a broomed concrete finish on the five (5) foot wide dry walk around the perimeter.

D. Construct the concrete surface to provide positive drainage to the primary drain box without depressions or irregularities that result in standing water.

E. Cross slopes toward the primary drain box shall not exceed three (3) percent.

F. Saw-cut contraction joints to a depth equal to approximately one-third (1/3) of the slab thickness.

G. Space saw-cut joints approximately ten (10) feet on center each way.

H. Complete saw cutting within twenty-four (24) hours following concrete placement.

I. Place concrete only under weather conditions suitable for proper placement, finishing, and curing. Protect freshly placed concrete from precipitation, excessive wind, temperature extremes, and other conditions that may adversely affect the appearance, durability, or integrity of the finished concrete.

J. Unless otherwise approved by the Engineer, concrete placement shall occur when ambient temperatures are between 45 degrees F and 90 degrees F.

3.04 SPLASH PAD EQUIPMENT INSTALLATION

A. Install the splash pad system in accordance with the approved layout, approved submittals, and manufacturer's written instructions.

B. Install spray features in the quantities and general arrangements approved by the Owner and Engineer.

C. Install each spray feature using the specified encased, interchangeable mounting system.

D. Coordinate equipment installation with concrete construction to ensure proper elevations, alignment, anchorage, and drainage.

E. Approval of the proposed layout or equipment shall not relieve the Contractor of responsibility for proper installation or performance of the completed splash pad system.

3.05 PIPING AND CONTROLS

LK

A. Install the valve cabinet, manifold, valves, feature lines, controls, activator, electrical panel, and associated equipment in accordance with the manufacturer's recommendations and approved layout.

B. Coordinate all piping and equipment locations to avoid conflicts with concrete reinforcing, drainage piping, electrical components, and other Work.

C. Provide seven (7) individual 1-inch feature lines connected to the Schedule 80 PVC manifold.

D. Install the 4-inch PVC wastewater line from the center drain box to the approved daylight location or location determined by the owner.

3.06 UTILITY CONNECTIONS

A. Coordinate water and electrical requirements with the city.

B. Terminate Contractor-provided water system components at the connection point established by the City at the valve cabinet.

C. Coordinate the electrical panel installation with the electrical service and final connection provided by the city.

D. Do not place the splash pad into operation until required utility connections have been completed.

3.07 TESTING AND COMMISSIONING

A. Upon completion of installation, test the complete splash pad system to verify proper operation.

B. Verify operation of each spray feature, valve, control, timer, activator, drain, and other system component.

C. Adjust spray features and controls as necessary to provide proper operation and the intended spray patterns.

D. Verify that the splash pad deck drains properly and that no unacceptable areas of standing water remain.

E. Correct deficiencies identified during testing prior to final commissioning.

F. Approved-equal equipment shall be required to achieve the same overall functional and performance requirements established by this Section.

3.08 TRAINING AND CLOSEOUT

A. At commissioning, provide training to designated City personnel regarding operation and routine maintenance of the splash pad system.

B. Provide the Owner with all necessary operation and maintenance manuals.

C. Provide record/as-built drawings showing the final installed configuration of the splash pad system, including equipment, piping, controls, drainage, and other concealed components.

D. Provide all required warranty documentation.

3.09 RESTORATION

A. Restore areas disturbed by splash pad construction.

B. Final-grade disturbed areas to provide positive drainage.

C. Seed and straw disturbed areas upon completion of construction.

END OF SECTION

EXHIBIT 1

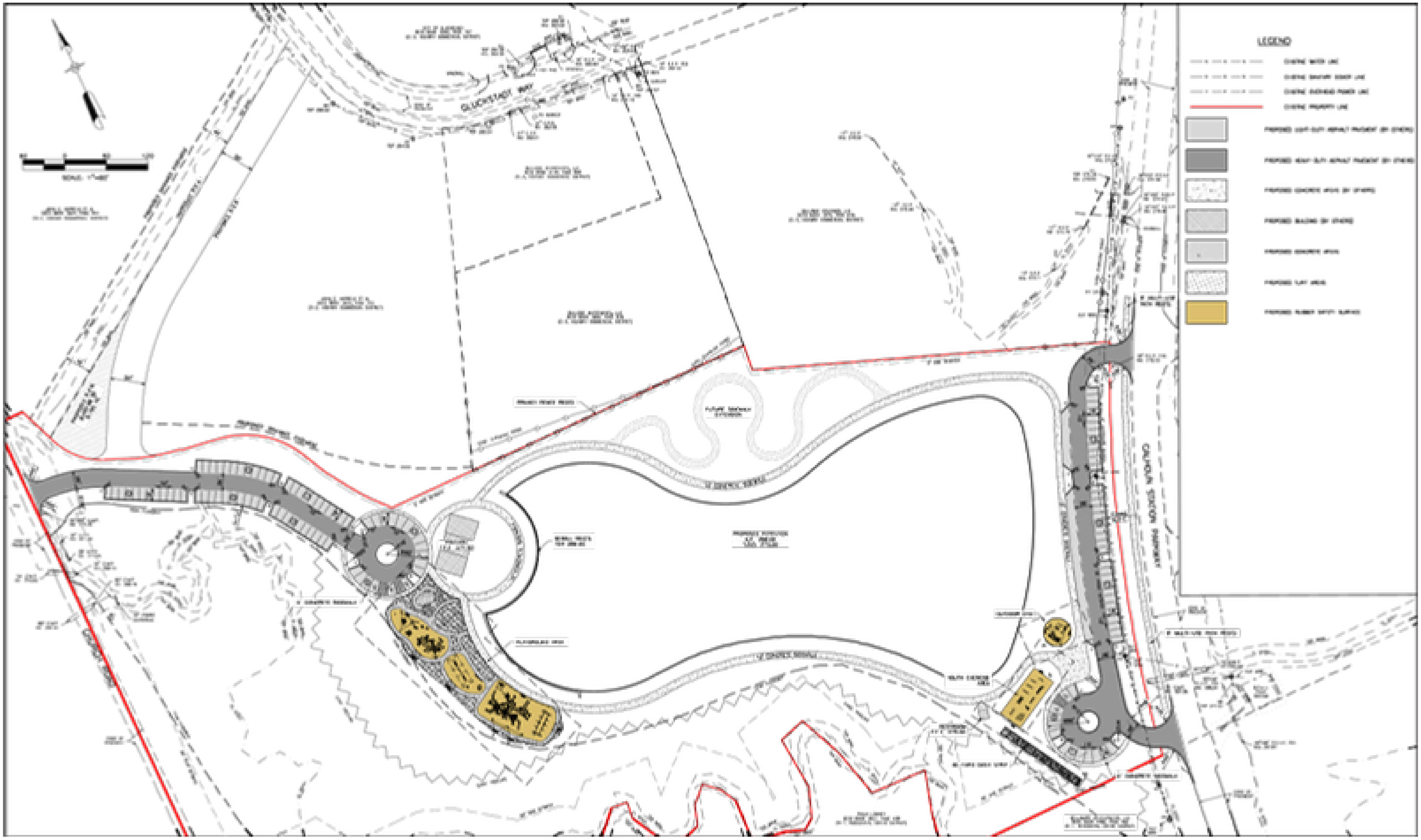


EXHIBIT 2


YOUTH EXERCISE AREA
OUTDOOR GYM
LEGEND
PLAYGROUND AREA
40-YARD DASH STRIP

SECTION 3

PROJECT PRICING

BID FORM
"Playground for Gluckstadt Community Park"
City of Gluckstadt, Mississippi

SPECIAL NOTICETO BIDDERS:
BIDS WILL NOT BE CONSIDERED UNLESS ALL ITEM TOTALS ARE ENTERED

PAY ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE DOLLARS & CENTS	ITEM TOTAL DOLLARS & CENTS
1	Mobilization / Demobilization	1.0	LUMP SUM	XXXXXXXXX XXX	$2,666.50
2	Playground Equipment & Installation	1.0	LUMP SUM	XXXXXXXXX XXX	$983,519.60
3	Outdoor Fitness Equipment & Installation	1.0	LUMP SUM	XXXXXXXXX XXX	$177,912.86
4	Splash Pad System & Installation	1.0	LUMP SUM	XXXXXXXXX XXX	$166,833.78
5	Fencing & Gates	1.0	LUMP SUM	XXXXXXXXX XXX	$36,120.35
6	Site Preparation & Minor Grading	1.0	LUMP SUM	XXXXXXXXX XXX	$2,911.50
7	Artificial / Synthetic Turf Systems	1.0	LUMP SUM	XXXXXXXXX XXX	$196,612.90
8	Concrete Work	1.0	LUMP SUM	XXXXXXXXX XXX	$97,440.04
				Total Bid	$1,664,024.53

Potential Enhancements

Our vision for Gluckstadt Community Park is **holistic and future-forward**. Gluckstadt Community Park is primed to become a **regional recreation hotspot** in Central Mississippi. We are committed to making this long-term vision a reality as **your trusted partners.**

These potential enhancements are designed to increase play for all ages and abilities while adding some fun whimsical features to the play space. Listed below are some additional elements that would fit in well with the current design.

Arch Rider

Distinct motion play experience that inspires all kinds of cross-generational fun!



4 Leaf Clover Climbers

A fun themed climber with varying degrees of climbing difficulties



Outdoor Musical Instruments

Visually and auditorily stimulating for kids of all abilities

Enhances collaborative play opportunities

Multi-generational



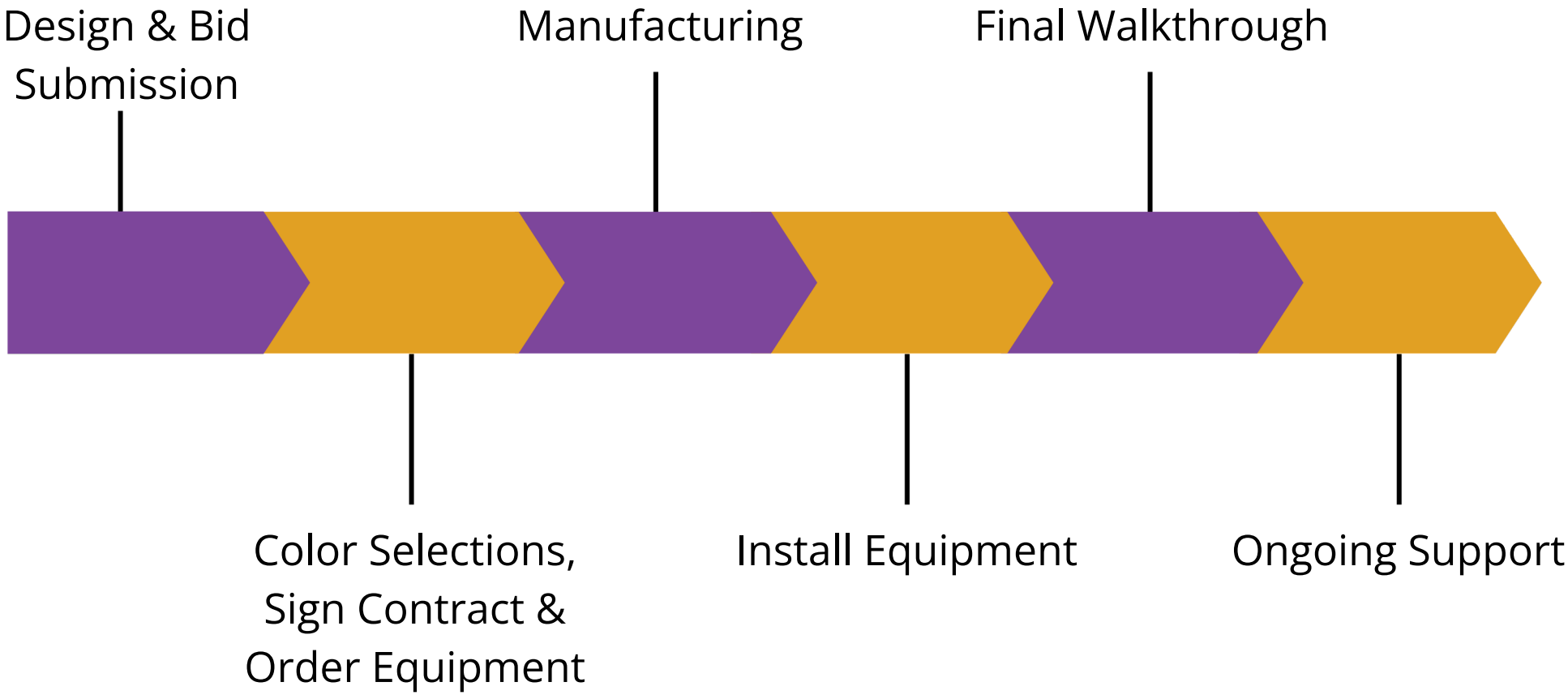
Playcubes

The modularity of PlayCubes offers countless options for configuration and color—ideal for any site layout, and any budget.



SECTION 4

PROJECT PROCESS



SECTION 5

SPECIFICATIONS







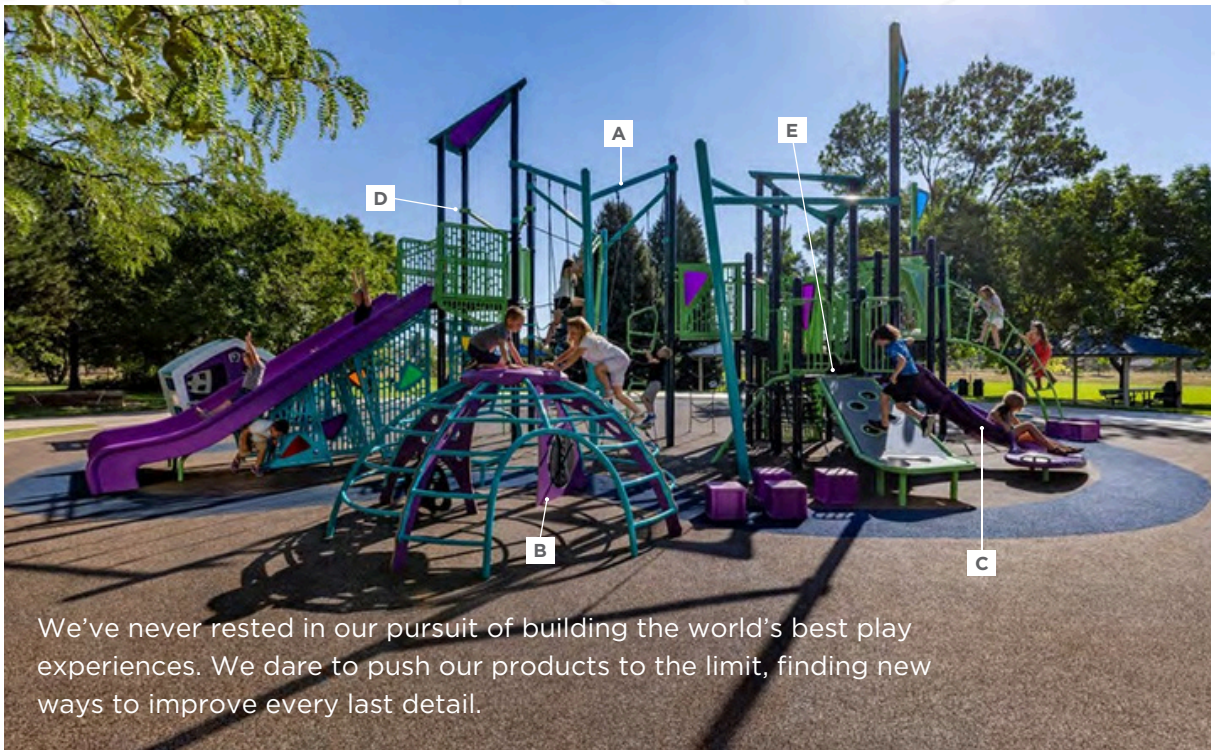








FORGING THE FINEST



We've never rested in our pursuit of building the world's best play experiences. We dare to push our products to the limit, finding new ways to improve every last detail.



UNPARALLELED CRAFTSMANSHIP

We build each and every playground with the utmost care and skill, a commitment to superior quality that can be seen in everything we create.

A Super Durable Polyester Powder Coating:

- One of the longest lasting paint finishes in the industry
- Resists abrasion, corrosion, and mechanical damage
- Increased UV resistance against color fading and color change
- Colors stay bright for years

B Exceptional HDPE Plastic:

- Color-matched to our rotomolded plastics and powder coating for aesthetic appeal, and graffiti-resistant for easy cleaning.

C Superior Rotomolded Plastic:

- Higher bond strength with improved surface contact
- Superior color fastness and UV resistance
- 100% Virgin Thermally Compounded Resin
- Greater impact resistance over dry-blended plastic resin

PREMIUM MATERIALS

To deliver lasting benefits, our playgrounds are made of the most environmentally friendly, premium materials available.

D Easy-to-Install Clamps:

- Die cast aluminum clamps for precision fit and 360° compression.

E Decks, Platforms and Stairs:

- Strong and Durable (LC) construction
- Reinforced with extra support beams
- Clean, safe, and colorful PVC coating

Rust Defender:

- Complete system that helps to prevent the formation of rust
- Resistant to corrosion
- Prevents gloss and color fading
- Looks great for years to come

For a detailed listing of all our premium materials, visit **Playworld.com/Craftsmanship**

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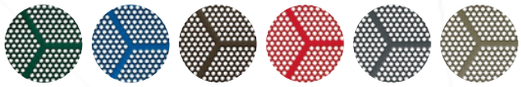
COLOR SELECTION

PLASTISOL COATING COLORS



Green | Blue | Brown | Red | Gray | Sand

POLYCARBONATE COLORS



Blue | Green | Orange | Purple | Red | Yellow

ROPE COLORS

*Special order colors



Red | Orange* | Yellow* | Golf Green* | Bright Green* | Green

Khaki* | Blue | Purple* | Beige | Steel Grey* | Black

2-COLOR SHEET PLASTIC

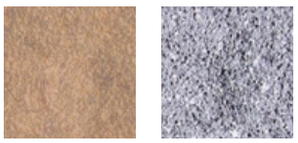


Red-Sand | Red-Yellow | Yellow-Sand | Orange-Sand | Lime-Sand | Forest Green-Sand

Blue-Sand | Blue-Yellow | Blue-White | Cobalt-Sand | Plum-Sand | Beige-Forest Green

Beige-Red | Beige-Gray | Dark Brown-Sand | Gray-Black | Black-White | White-Black

BOULDERS COLORS



Desert Sand | Slate

ROTOMOLDED COLORS



Red | Yellow | Tropical Yellow | Orange | Lime | Chartreuse

Green | Forest Green | Teal | Sky | Cyan | Blue

Cobalt | Burgundy | Lavender | Plum | Beige | Brownstone

Brown | Dark Brown | White | Graystone

Light Gray | Gray | Black (Roofs Only)

COMPONENT & POST COLORS



Red | Yellow | Tropical Yellow | Orange | Lime | Chartreuse

Green | Forest Green | Teal | Azure | Blue | Cobalt

Burgundy | Lavender | Plum | Beige | Sand | Brown

Dark Brown | White | Silver | Light Gray | Metallic Gray | Black (Posts & Clamps Only)

1-COLOR SHEET PLASTIC



Red | Yellow | Orange | Lime | Forest Green | Blue

Cobalt | Plum | Beige | Dark Brown

PW_2025_Color_Sheet • 02.13.25 • Playworld Systems®, Inc. is a PlayPower,® Inc. company. © 2025 Playworld Systems®, Inc. All rights reserved.

General Specifications

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Material:

All materials shall have a demonstrated record of durability in the playground or similar outdoor setting. All metals shall be painted, galvanized, or otherwise treated to inhibit rust. Black steel is not acceptable.

Hardware:

All required hardware for assembly of the structure shall be included. All fasteners shall be18-8 grade stainless steel (300 series) unless otherwise indicated. Capped lock nuts which cover bolts ends shall be included. Tamper resistant hardware is utilized on principle clamping mechanisms. Special tools shall be provided for assembly and maintenance. Physical locking devices are used on all exposed and accessible connection points, such as lock nuts. A nylon threadlocking patch is applied to certain hardware. Liquid thread-lock is also used to hinder fastener removal.

Eco-Armor® Coating:

Acoated applicationshall be from 45 to 55 mils on the wear surfaces of allcoated parts and 30 mils on other surfaces. Environmentally Sensitive - PVC and phthalate free - Coating is made of an ultraviolet stabilized polyethylene material. Coating meets California, State of Washington and other state and federal requirements for phthalates and heavy metal content. No dioxins produced if burned. Discarded product and waste production material can be recycled into other products (recycling symbol 2). Shall contain no volatile organic compounds (VOC’s).

Taber abrasion tests (ASTM D4060) show that the PE coating abrasion resistance is over 1.7 times the abrasion resistance of PVC. Durable - Extreme cold (to -20 degrees F)cycle testing indicates no cracking or loss of adhesion to the metal substrate. Slip Resistant – Textured finish for enhanced traction. Coating has 0.74 coefficient of friction per ASTM1679. ADA considers a 0.5 coefficient of friction or higher to be slip resistant.

- Flexibility (conical mandrel): ASTM D 522-1/8”, no cracks (greater than 32%)
- Adhesion: ASTM D 4541 - 800 psi
  Impact Resistance - ASTM D 2794 - greater than 320 in-lbs
- Gloss - ASTM D 523–12
- Taber Abrasion: ASTM D 4060-26 (mg loss, CS 17 wheel)
- Tensile Strength - ASTM D 638-3482 psi
- % Elongation: ASTM D 638 - 13%
- Humidity Resistance - ASTM D 2247 - No blistering or loss of gloss after 1000 hours
- Salt Spray: ASTM B 117 - 2000 hrs, no significant change in color or gloss QUV - ASTM G 53 - 2000hrs, no significant change in color or gloss.

Installation/Maintenance Documentation:

Explicitinstallationinstructions shall beprovidedwhich will include a detailedtop view and footingdrawings plus written instructions to assure proper installation of

ss_General-Specification • 01.30.17 • © 2015 Playworld Systems®, Inc.

General Specifications *continued*

the equipment. Maintenance guidelines and inspection checklists shall also be provided. The provided installation instructions and maintenance instructions shall be "project" specific containing component information that is part of the playground design.

Packing List:

All shipments shall include a packing list for each skid/container, specifying the part numbers and quantities on each skid or within each container.

Packaging:

Support posts shall be individually packaged in sturdy, mar-resistant cardboard boxes. Components shall be individually wrapped or bulk wrapped to provide protection during shipment. Small parts and hardware packages will be placed in crates for shipment. Installation instructions shall be packaged within the hardware packages.

Maintenance Kit:

An order-specific maintenance kit shall be provided for each structure order. The kit will include a CD as well as packet with a second set of installation documents and order-specific maintenance documentation with recommendations on how often to inspect, what to look for and what to do to keep the equipment in like-new condition. The kit also includes primer, appropriate color touch-up paint, sandpaper, graffiti remover and additional installation tools and hardware.

PlayPod™/Tag Labels:

Equipment mounted technology containing information relative to that particular product purchase order for equipment manufactured by Playworld Systems, Inc. Information should be instantaneously available utilizing current Smart Phone technology through QR Code reader application. Information will be available for any Smart Phone user including children and caregivers, playground owners and maintenance workers. Technical information will include but be not limited to: date of manufacture, installation instruction(s), component specific details for parts reorder and maintenance schedules. Also included will be the manufacturer's sales order number, drawing number, bill of materials, part numbers and local distributor information. The user will have access to email any of these documents and can email Playworld Systems, Inc. or call Playworld Systems immediately using this technology.

Shade:

The fabric is woven of high density polyethylene monofilament 500 denier yarn that is annealed at 176° F. The weight per square yard is 11 ounces. Break Strength (ASTM D5034) is: Warp 309 lbs, and Weft 352 lbs. Burst Strength (ASTM D3787) is 490 lbs. Elongation compensation (ASTM D1682) is Warp @ 4% Weft @ 6%. Tear strength (ASTM D2261) is Warp 57 lbs Weft 82 lbs. Hydraulic burst (ASTM 3786) is 564 pounds per square inch. Includes Ultra Violet Stabilizers Tinuvin 783 & Irganox B215. Ultra Violet Stability is 10 years. Shade Effect (AS 4174): Angle of Incidence 92% to 94%. Ultraviolet block Angle of Incidence 90% to 92%

Origins™ Boulders and Climbers:

Concrete: Boulder shall be manufactured with a minimum of 2000 psi polyfibercrete. It shall have 90lbs/cubic feet average density. The use surface is sandblasted to achieve desired texture. The texture and shape will mimic natural rock formations. Different features and variations in the surface will provide the climbing routes.

Urethane Molded Bumper:

These parts shall be manufactured from TD 172-01B polyurethane. TD 172-01B polyurethane is a tough, abrasion resistant elastomer formulated for hand-batch processing. Excellent physical properties can be obtained with a room temperature cure without the utilization of mercury, MOCA or TDI. TO 172-01B meets the specification for UL 94V2 flame resistance. Cured properties shall be: Hardness (shore A) ASTM D-2240 65 ±5, Tensile Strength (psi) ASTM D-638 1365, Elongation at break ASTM D-638 335%, Tear strength (pli) ASTM D-695 125, Linear Shrink (in./in.) ASTM D-2566 0.002, Specific Gravity (g/cc) 1.06.

Coil Spring:

Shall be manufactured from stainless steel 20 mm diameter wire. Shall have an outside diameter of 180 mm Coil direction shall be right-handed. Complies to ASTM A-227/A-227M-90 standard specifications for steel wire, cold drawn for mechanical springs.

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General Specifications *continued*

RotationalMolded Polyethylene:

Shall be rotationally molded from color-compounded, first quality, linear low density, polyethylene.Dry-blended resins are not acceptable. Color-compounded polyethylene is stronger than dry blended resins providing better bonded strength with greater surface contact. Compounded color provides superior colorfastness, UV resistance, and impact resistance with solid color molecules. Polyethylene shall be ultraviolet (UV) stabilized to UV-8 and have anti-static additives. Cross-sectional design shall be .25 in. (6 mm) nominal thickness, double wall construction.

- •ASTM Specifications: Melt Index; D-1238: 5.0 – 6.89/10 min3
- •Material Density; D-1505: .932 – 936 g/cm
- •Tensile Strength; D-638: @ yield 2 in. min., 2,200, 2,500 psi.
- • Flexural Modulus; D-790: @ 1% secant, 73,000 – 87,200 psi.
- •Meets UL94HB Horizontal Burn Test.
- • Arm Test for impact strength (@ minus 40°C) (.25 in. thickness). 100 ft./lb.
- • UV Exposure (SAE 1960-89) QUV 500 hrs. Delta E less than 2.

Compression Molded Polyethylene:

Theseparts shall be manufacturedfrom 3/4high-density polyethylene that has been specially formulated for optimum UV stability and color retention. Products shall meet or exceed density of 960 G/cc per ASTM D1505, tensile strength of 2400 PSI per ASTM D638. Some parts are available in a two-color product with (2) ,100” thick exterior layers over a .550” interior core of a contrasting color.

Fiberglass Sign/Panel:

Signisasolid one-piece panel with allcopy and graphics embedded in the panel. Panel is manufactured out of fiberglass-reinforced plastic or equivalent with a non-yellowing, R-70 clear resin (or UV stabilized, acrylic-modified polyester resin) reinforced with high solubility, chopped strand fiberglass mat so that the index of refraction ensures total clarity of color, copy and graphics. Glass fibers will not be readily discernible on face. Material will have a glass content of no less than 28% of the total weight. Material will have an ambient temperature range of -65 to 350 degrees F. Material will have a min. barcol hardness of 50, tensile strength of 12,000 PSI, compressive strength of 20,000 PSI, and a flexural strength of 18,000 PSI. Minimum impact of the material is 6 ft. LBS. / in. Notch with a fire resistance of 500 degrees F. Material will not be permanently defaced by steam, acids, aromatics, scratching, inks, or paints and will be readily wiped clean with paint remover and solvents without affecting the appearance or legibility of the sign finish or graphics. Material will be opaque or translucent with a semi-gloss or matte finish. Panel edges will not be crazed or cracked, and the edge finish will be smooth, clean, and neat. Panel will be absolutely flat. Material will be warrantied for a period of 10 years against chipping, delaminating, and fading.

Rubber Platform and Belting:

Shallbemadefrom styrene butadiene rubber. With 2 piles ofpolyesterreinforcement. Athickness of 0.38 inch. A maximum tension of 220 pounds per inch width or higher. Coveron bothside of reinforcement.

Overhead Cables:

1/4” diameter; type 302 stainlesssteel; 19 x 7 strand core; performed and lubricatedformation; breaking strength of 5700 lbs.: MIL spec: MIL DTL-83140.

Adventure Rope:

Comprised of six-stranded and tempered cable with a polypropylene core.The galvanized steel wire cores of the sixstrands are inductively fused to polyamide coating.

Super Durable Polyester Powder Coat:

Powder coating is electrostatically applied at a thickness of2 to 5 mils (.002 - .005).Prior to finishing, components shall be cleaned with a three-stage alkaline bath and followed by a sealer for adhesion and rust inhibitor during the preparation process. Components are thoroughly dried before applying an epoxy/polyester primer. The primer is cured before applying Superdurable TGIC polyester powder. Finish quality conforms to ASTM Specifications:

- •Salt Spray Resistance Test; B-117: 4,000 hrs.
- •Impact Resistance Test; D-2794: min. 80 inch/lb.

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General Specifications *continued*

- •UV Exposure(G154,340):3,000hr.DeltaEof2, 90% gloss retention
- •Pencil Hardness Test; D-3363: 2H
- •Crosshatch Adhesion Test; D-3359-B: 100% pass
- •Conical Mandrel; D-522: 1/8 inch, no cracks
- •Gloss - 60°; D-523:

Super Durable Polyester Powder Coatings typically retain 90% of their original gloss after 1 year, and 50% of their original gloss after five years of Florida outdoor exposure. Expect Superdurable colors to retain 80% of their gloss after 2 years of outdoor exposure. These coatings are also shaded with high grade, light stable pigments and will shift less than 2dE in color after 2 years.

Steel Tubing:

Tubing shall be cold rolled, electric resistance welded tubing. Tubing shall be triple coated for maximum exterior protection: a hot-dipped Flo-Coat® uniform zinc galvanized coating, a chromate conversion coating and a clear polymer coating. Galvanized exterior coating weight shall be within the range of .4 oz./sq. ft. and .6 oz./sq. ft. Tubing shall have corrosion resistant, zinc-rich paint interior coating. ASTM Specifications: A-315, A-500, A-513, E-8.

- • tensile strength 55,000 psi, yield strength 50,000 psi 3”x3” sq x 12 gA
- •tensile strength 55,000 psi, yield strength 50,000 psi 1.0219” OD x 14 gA
- •tensile strength 75,000 psi, yield strength 60,000 psi 1.315” OD x 14 gA
- • tensile strength 75,000 psi, yield strength 60,000 psi 2.375” OD x 12 gA

Aluminum Tubing (Support Post and Sleeve):

Shall be extruded 6061-T6 extruded seamless aluminum alloy tubing. ASTM Specifications: A-315, A-500, A-513, B-221, QQ-A-200/8, E-8.

Aluminum Tubing (Arch):

Shall be an all welded assembly fabricated of 6063-T4 extruded seamless aluminum alloy tubing.

Decks / Platforms:

All shall be of modular design and have precision holes on the standing surface to prevent debris and water collection. There shall be slots in each face to accommodate face mounting of components. Decks shall be manufactured from a single piece of low carbon 12 GA (.105) sheet steel conforming to ASTM specification A-569. The sheet shall be perforated with a return flange on the perimeter to provide the reinforcement necessary to ensure structural integrity. There shall be no unsupported area. The unit shall then be EcoArmor coated.

Die Cast Clamps

Clamps / Castings shall be die cast of high strength 413 aluminum alloy. Tenzalloy (40-E, 315.0) is not acceptable as a load bearing clamp material. Ultimate tensile strength shall be 43 ksi. Clamps shall be provided as hinged assemblies to facilitate structure assembly. Unique S-lap design eliminates all string entanglement points at connection. Single bolt fastening system with built-in threads. Clamp connection disassembly and slippage is eliminated by using drive rivets. Double banded design provides the highest uniform clamping pressure around the entire clamp. Clamp shall be finished with a shot blast, primed with a cathodic epoxy coating conforming to MIL-P-53084 and coated with Super Durable Polyester Powder Coating. ASTM Specification B-85 aluminum alloy die casting.

Cast Aluminum Clamps/ Castings:

Shall be cast of high strength Almag 35 (535.0-F) aluminum alloy or A319 aluminum alloy. The ultimate tensile strength shall range between 18 – 35 ksi. Yield strength shall range between 13 – 23 ksi. ASTM Specifications: B-26. Federal Specifications: QQ-A-601.

Timber, Recycled Plastic

Shall be fabricated of recycled plastic. Shall be high density polyethylene containing over 90% recycled post-consumer waste by weight. Shall contain UV stabilizers and be color-consistent throughout the entire profile. Has exceptional resistance to corrosive substances, oils and fuels, fungi, salt spray, insects, and other environmental stresses. It will not rot, warp, splinter, crack, or absorb moisture. ASTM Specifications: , D-6109 (Elasticity Modulus & Flexural Stress), D-6111 (Density), D-6341 (Thermal Expansion), E-138 (Flash Point / Melt Temperature).

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General Specifications *continued*

Laminated Bamboo Panel

Exterior Grade Laminated Bamboo Panel

Compression:
- •Parallel To Grain: 13,488 PSI (ASTM 3501-86 A)
- • Perpendicular To Grain: 3043 PSI (ASTM 3501-86
- •Tensile Strength:
- •Parallel To Grain: 21,465 – 55,694 PSI (ASTM 3500-90)
- •Perpendicular To Grain: 543 PSI (ASTM 3500-90)

Flexural Strength:
- • 12,800 PSI (ASTM D3043)

Shear Strength:
- • 2,901 PSI (ASTM D3048)

Modulus Of Elasticity:
- • 2.9 E PSI (ASTM D 1037)

Thermal Properties:
- •Thermal Conductivity: K = (W/M· K (BTU·IN/H·FT2·°F)) = 0.14(0.94)
- •Thermal Resistivity: (R) Value = (K· M/W (H·FT2·°F/ BTU·IN)) = 7.9(1.1)
- •Specific Gravity: 0.60
- •Density: 42 LBS. / FT3

Dimensional Stability Coefficient:
- •Volumetric Stability Factor: 0.00144
- •Solid Dimensional Stability At 20% RH – Linear Expansion:
- •Parallel -0.04 Percent Average (ASTM D 1037)
- •Perpendicular -0.10 Percent Average (ASTM D 1037)
- •Thickness Swell: -0.13 Percent Average (ASTM D 1037)

Moisture Content:
- • Solid laminated bamboo: 5-9 percent (ASTM D 4442)

Flammability:
- •“Class B” (ASTM E 84 Surface Burning)
- •65 – Flame Spread Index Developed
- •68 – Smoke Index Developed

Pest Resistance:
- •Termite mortality when tested was 100%.
- •Durability against wood destroying fungi is very high.
- •Panels are indigestible to insects and micro-organisms and are more durable against decay than any wood product.

Polycarbonate Panel

- •Panel shall be made from polycarbonate sheet plastic 0.50 inch (12.7 mm) thick witha minimum allowable tolerance of 0.451 inch (11.45 mm) and a maximum allowable tolerance of 0.585 inch (14.86 mm).
- •Panels shall not have distortion in the form of a wrinkle, twist or scallop along the perimeter of the sheet.
- •Panel shall have a durable stucco finish with a pebbled tex t u re.
- •Panels incorporate ultraviolet stabilization technologies that are proven to maintain aesthetics and performance.

Compression Strength:
- • 12,500 PSI (ASTM D695)

Tensile Stress:
- •Yield: 9,000 PSI (ASTM D638)
- •Break: 9,500 PSI (ASTM D638)

Flexural Strength:
- • 13,500 PSI (ASTM D790)

Shear Strength:
- •Ultimate: 10,000 PSI (ASTM D732)
- •Yield:6,000PSI (ASTMD732)

8 in. Metal Tubing - 10 ga.

- •Shall be fabricatedof8in.outsidediameter,10gauge black steeltubing.
- •Tensile strength shall be 71,900 psi.
- •Yield strength shall be 54,500 psi.
- •Finished with a baked on polyester powder coating.

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General Specifications *continued*

Activo®

Archesand Posts:

Arches & Posts shall be fabricated of 5 in. outside diameter, 11 gauge galvanized steel tubing. Tubing shall be cold rolled, electric resistance welded tubing. Tubing shall be triple coated for maximum exterior protection: a hot-dipped Flo-Coat® uniform zinc galvanized coating, a chromate conversion coating and a clear polymer coating. Galvanized exterior coating weight shall be within the range of .4 oz./sq. ft. and .6 oz./sq. ft. Tubing shall have a corrosion resistant, zinc-rich paint interior coating. ASTM Specifications: A- 315, A-500, A-513, E-8. All support posts shall have a finished grade marker. Tubing shall have the following properties:

- •Tensile strength shall be 55,000 psi.
- •Yield strength shall be 50,000 psi.
- •% Elongation in 2 inches: 25
- •Modulus of Elasticity: 25 x 106 psi
- •Coated with Super Durable Polyester Powder Coating.

Activo® Bambino™

Arches and Posts:

Arches & Post shall be fabricated of 3-1/2 in. outside diameter, 13 gauge galvanized steel tubing. Tubing shall be cold rolled, electric resistance welded tubing. Tubing shall be triple coated for maximum exterior protection: a hot-dipped Flo-Coat® uniform zinc galvanized coating, a chromate conversion coating and a clear polymer coating. Galvanized exterior coating weight shall be within the range of .4 oz./sq. ft. and .6 oz./sq. ft. Tubing shall have a corrosion resistant, zinc-rich paint interior coating. ASTM Specifications: A- 315, A-500, A-513, E-8. All support posts shall have a finished grade marker. Tubing shall have the following properties:

- •Tensile strength shall be 55,000 psi.
- •Yield strength shall be 50,000 psi.
- •% Elongation in 2 inches: 25
- •Modulus of Elasticity: 25 x 106 psi
- •Coated with Super Durable Polyester Powder Coating.

Playmakers®

5” Steel Tubing:

Tubing shallbe cold rolled, electric resistance welded tubing. Tubing shall be triple coated for maximum exterior protection: a hot-dipped Flo-Coat® uniform zinc galvanized coating, a chromate conversion coating and a clear polymer coating. Galvanized exterior coating weight shall be within the range of .4 oz./sq. ft. and .6 oz./sq. ft. Tubing shall have a corrosion resistant, zinc-rich paint interior coating. ASTM Specifications: A- 315, A-500, A-513, E-8. All support posts shall have a finished grade marker. Tubing shall have the following properties:

- •Tensile strength shall be 55,000 psi.
- •Yield strength shall be 50,000 psi.
- •% Elongation in 2 inches: 25
- •Modulus of Elasticity: 25 x 106 psi
- •Coated with Super Durable Polyester Powder Coating.

Aluminum Tubing:

5”Aluminum Playmaker posts are manufactured from 6005-T5 extruded tubing conforming to ASTM B-221. Tubing shall have a .125 wall thickness and the following properties: - Tensile strength shall be 38,000 psi.

- •Yield strength shall be 35,000 psi.
- •% Elongation in 2 inches: 10
- •Modulus of Elasticity: 10 x 106 psi
- •Coated with Super Durable Polyester Powder Coating.

Challengers®

3-1/2”SteelTubing:

Postshall be fabricated of 3-1/2 in. outside diameter, 13 gauge galvanized steel tubing. Tubing shall be cold rolled, electric resistance welded tubing. Tubing shall be triple coated for maximum exterior protection: a hot-dipped Flo-Coat® uniform zinc galvanized coating, a chromate conversion coating and a clear polymer coating. Galvanized exterior coating weight shall be within the range of .4 oz./sq. ft. and .6 oz./sq. ft. Tubing shall have a corrosion resistant, zincrich paint interior coating. ASTM Specifications: A-315, A-500, A-513, E-8. All support posts shall have a finished grade marker. Tubing shall have the following properties:

- •Tensile strength shall be 55,000 psi.
- •Yield strength shall be 50,000 psi.
- •% Elongation in 2 inches: 25
- •Modulus of Elasticity: 25 x 106 psi
- •Coated with Super Durable Polyester Powder Coating.

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1. ROTATIONALLY MOLDED PLASTIC SPECIFICATION:

- ColorCompounded Medium Density Polyethylene (MDPE)
- Medium Density Polyethylene (MDPE) = 0.935-0.936 g/cu-cm per ASTM D1505
- Tensile Strength = 2500 psi to 2900 psi per ASTM D638
- UV Stabilization – UV-16 minimum

Flexural Modulus = 93,000 psi to 98,600 psi per ASTM D790
Impact Strength, 0.250" Thickness = > 170 ft-lb per Associated of Rotational Molders test method (-40° C)
Weatherability – QUVA Testing for 1500 Hours with no signs of fade and minimum gloss loss
Static Electricity Performance – “Static-dissipation” material per MIL-STD-3010
Anti-Static Electricity compounds added as required for specific product applications.

A. Recycle Content and recyclability

- Recycled Material Content: Pre-consumer 0%, post-consumer 0%

Residual waste material in the production process is recovered and recycled.
End of life material can be recycled.

2. POWDER COATING SPECIFICATION:

A. TGIC Super-Durable Topcoat

• Opacity	99%	ASTM D2805
• Gloss at 60 Degrees	75-85%	ASTM D523
• Crosshatch Adhesion	5B (100%)	ASTM D3359B
• Hardness Value	2H or greater	ASTM D3363
• Impact Value	120-160 in-lb.	ASTM D2794
• Overbake (%) Adhesion	5B	ASTM D2454
• Overbake (%) Hardness Value	2H min	ASTM D2454
• Overbake (%) Impact Value	120 in-lb. min	ASTM D2454
• 1/4" Flexibility Value	180-degree 1/4”	ASTM D522
• 3/8” Flexibility Value	180-degree 3/8”	ASTM D522
• Film Thickness	5.0 mil min.	
• Cure Schedule	350 F for 10 Minutes	

B.Zinc-Rich Epoxy Primer Coat Specification (Enhanced Corrosion Preventative Coating Package)

• Primer Cure Schedule(GelOnly)	375 Ffor 5 Minutes	
• Gloss at 60 Degrees	>/= 60%	ASTM D523
Crosshatch Adhesion	5B (100%)	ASTM D3359B
Hardness Value	H min	ASTM D3363
Impact Value	40 in-lb min	ASTM D2794
Flexibility Value	180 deg 1/8”	ASTM D522
Film Thickness	3.0 mil min.	
Salt Spray Testing Performance		

C.General Coating Package Performance

- UV TestRequirements(Topcoat) 2000 hours min QUVA testing no signs of fade
- Salt Spray Testing Performance 2000 hours min. no failure, (galvanized substrate)

D.Recycle content and recyclability

- Recycled MaterialContent: Pre-consumer 0%, post-consumer 0%
- Residual waste material in the production process is not currently recovered and recycled.
- End of life material cannot be recycled.

3. STEEL PIPE/TUBE SPECIFICATION:

A.Structural Tubing: Posts, Guardrails, Climbers, Other, as specified on component drawings

- ASTMA500GradeB
- Minimum Yield Strength, rounds = 42ksi
- Minimum Yield Strength, square/rectangular = 46ksi
- Minimum Tensile Strength = 58ksi

B.Pipe: Climbers, Ladders, Special Equipment, as specified on component drawings

- ASTMA53Grade B
- Minimum Yield Strength = 35ksi
- Minimum Tensile Strength = 60ksi

C.Recycle Content and recyclability

- Recycled Material Content: Pre-consumer 0%, post-consumer 25%
- Residual waste material in the production process is recovered and recycled.
- End of life material can be recycled.

4. PVC COATING ON DECKS, STEPS, OTHER (as specified on component drawings):

- Textured PVC

• Durometer Hardness (Shore A)	73 +/-5	ASTM D2240
• Durometer, Full Cure (Shore A)	78 min	ASTM D2240
• Tear Strength	330 psi	ASTM D1004
• Tensile Strength	1600-1900 psi	ASTM D638
• Anti-Microbial Additive	Required	
• UV Light Stabilizer Additive	Required	
• UV Test Requirements	1500 hours QUVA testing with no signs of fade	
• Self-Extinguishing Material (FMVSS 571.302 Flammability Test)	Exceeds standard	

A. Recycle Content and recyclability

- Recycled Material Content: Pre-consumer 0%, post-consumer 0%
- Residual waste material in the production process is recovered and recycled at 50% of total waste.
- End of life material cannot be recycled.

5. SHEET STEEL/PLATE, DECK AND STEP COMPONENTS

- ASTM A653
- 12 Ga (0.108")

A. Recycle content and recyclability

- Recycled Material Content: Pre-consumer 10.19%, post-consumer 2.18%
  Residual waste material in the production process is recovered and recycled.
  End of life material can be recycled.

6. PIPE CAPS:

- Postcaps 319.0 F aluminum alloy ASTM B26. Permanent drive-in install via crush ribs.

A. Recycle Content and recyclability

- Recycled Material Content: 96% recycled content.
  Residual waste material in the production process is recovered and recycled.
  End of life material can be recycled.

7. CAST PIPE CLAMPS/FITTINGS:

- Cast535.0 F almagaluminumalloy ASTM B26
- Provisions for tamper-proof drive pin, or other, installation for "position locking".

A. Recycle Content and recyclability

- Recycled Material Content: Total recycled content is 47%
  Residual waste material in the production process is recovered and recycled.
  End of life material can be recycled.

8. FASTENERS/HARDWARE:

- 18-8 Stainless steel
  Pre-applied thread locking "patch" will meet IFI-125 or equivalent.

A. Recycle Content and recyclability

- Recycled Material Content: Pre-consumer 0%, post-consumer 0%
  Residual waste material in the production process is recovered and recycled.
  End of life material can be recycled.

9. CHAIN:

A. Galvanized Chain

- Laclede 4/0Armorgalv or Equivalent
- Maximum Working Load Limit = 670 lb or greater
- Minimum Proof Test Load = 1340 lb
- Minimum Ultimate Breaking Load = 2680 lb
- Minimum Elongation at Break = 10%

B. Recycle Content and recyclability

- Recycled Material Content: Pre-consumer 29.4%, post-consumer 64.5%
  Residual waste material in the production process is recovered and recycled.
  End of life material can be recycled.

C. Stainless Steel Chain

- 316
  Grade 50
  0.270 - .281" Dia.
  Maximum Working Load Limit = 670 lb. or greater
  Minimum Proof Test Load = 1600 lb.
  Minimum Ultimate Breaking Load = 5200 lb.
  Minimum Elongation at Break = 10%

D. Recycle Content and recyclability

- Recycled Material Content: Pre-consumer 0%, post-consumer 100%
  Residual waste material in the production process is recovered and recycled.
  End of life material can be recycled.

10. HDPE PLASTIC/PANELS:

- Compressionmolded high density polyethylene (HDPE)
- UV Stabilized
- Density = 0.952 g/cm3 per ASTM D1505
- Tensile strength of 4000 PSI per ASTM D638

A. Recycle Content and recyclability

- Recycled MaterialContent:Pre-consumer 0%, post-consumer 0%
- Note: There are selected items with a black core (e.g. Concerto Vibes) with pre-consumer content. Check with you CSR rep.
- Residual waste material in the production process is recovered and recycled at 100%.
- End of life material can be recycled.

11. PLAYWOOD MATERIAL (composite wood)

- MoistureShield Decking or equivalent
- UV Stabilized material, UVA tested to 1500 hours no apparent color fade
- Post-processing includes "edge break" of 1/8" minimum all applicable edges

A. Recycle Content and recyclability

- Recycled MaterialContent: Pre-consumer 57%, post-consumer 38%, total 95% recycled content
- Residual waste material in the production process is recovered and recycled at 99%. End of life material can be recycled.

12. ROPE:

A.Independent Wire Rope Strands and Core (IWRC)

- External covering of rope tobe braidednylon or multifilament polypropylene.
- Internal steel wires compliant to DIN 2078, EN 1176, and DIN EN ISO 2307
- Internal Core wire to be steel.

B.Recycle Content and recyclability

- Recycled Material Content: Pre-consumer 0%, post-consumer 25%
- Residual waste material in the production process is not recovered and recycled.
- End of life material can be recycled.

C. Fiber Core (FC)

- External covering of rope to be braided nylon or multifilament polypropylene. Internal steel wires compliant to DIN 2078, EN 1176, and DIN EN ISO 2307 Internal Core wire to be fiber.

D. Recycle Content and recyclability

- Recycled Material Content: Pre-consumer 0%, post-consumer 25% Residual waste material in the production process is not recovered and recycled. End of life material can be recycled.

13. BELT MATERIAL:

A. "Flex Tread" Material, 3/8" Thick SBR, Grey

- 0.375" (.95cm) thick
- 2-ply performance-woven mesh high-quality rubber/nitrile blend.
- Breaking strength of 21,120 lbs. (9579kg) per 12" width. (1760 lb. PIW)
- Non-marking
- "Light Impression" Top Surface, "Smooth" Bottom Surface

B. Recycle Content and recyclability

- Recycled Material Content: Pre-consumer 0%, post-consumer 0%
- Residual waste material in the production process is not recovered and recycled.
- End of life material can be recycled.

C. 1/4" Thick Textured SBR,

- 0.25 inthick
- 3-ply polyester mesh fabric
- Breaking strength of 3300 lbs. per inch width (pw)
- Mini Rough Top, Texture Bottom, Black

D. Recycle Content and recyclability

- Recycled Material Content: Pre-consumer 0%, post-consumer 0%
  Residual waste material in the production process is not recovered and recycled.
  End of life material can be recycled.

14. SPRAY ECO:

- PEthickness 12-20 mills on wear surface
- Tensile Strength – 1754 PSI
- Elongation – 13%
- Adhesion - ASTM D4551, ASTM D 3359 – 1230 PSI adhesion failure
- Hardness (Shore D) ASTM 2240 – 55
- Coating shall have a textured finish.

A. Recycle Content and recyclability

- Recycled Material Content: Pre-consumer 0%, post-consumer 0%
  Residual waste material in the production process is not recovered and recycled.
  End of life material can be recycled.

15. SPRINGS:

A. C spring

- 5/16x4in flat SAE51600 alloy spring steel with rounded edges
  Material must be quenched and tempered to a minimum of 90% tempered
- martensite microstructure
- Rockwell hardness – 55
- Core hardness shall be withing 5 Rockwell points of surface
  Finish hardness shall be Rockwell 42-46 with a tensile strength in the 180,000-
- 190,000 PSI range
- Coating – epoxy thermosetting powder coat gray primer
- Must meet
- ASTM d3359 for adhesion
- ASTM D522 for flexibility
  ASTM B117 for salt spray

B. Recycle Content and recyclability

- Recycled Material Content: Pre-consumer 60-80%, post-consumer 40-80%
  Residual waste material in the production process is recovered and recycled.
  End of life material can be recycled.

C. Coil spring

- ASTM A227 / A227M-90 cold drawn mechanical spring
- Wire diameter – 20mm
- Spring mean diameter – 1880mm +-2.90
- Coil direction – right-handed

D. Recycle Content and recyclability

- Recycled Material Content: Pre-consumer 60-80%, post-consumer 40-80%
- Residual waste material in the production process is recovered and recycled.
- End of life material can be recycled.

16. FIBERGLASS SIGNS:

- Fiberglass reinforced plastic
  All copy and graphic permanently embedded in panel
  Glass content of no less than 28% of weight
  Minimum impact of material must be 6ft lbs/in
  Glass fibers should not be readily discernable on face
  Material must be manufactured with a non-yellowing R-70 clear resin (or UV stabilized, acrylic modified polyester resin) reinforced with high solubility chopped strand fiberglass mat so that the index of refraction ensures total clarity of color, copy and graphics

A. Recycle Content and recyclability

- Recycled Material Content: Pre-consumer 0%, post-consumer 0%
  Residual waste material in the production process is recovered and recycled.
  End of life material can be recycled.

17. INJECTION MOLDED RUBBER:

- TPE-60OP299 styrenicbased TPE
  15% ocean plastic content
  Durometer 60A

A. Recycle Content and recyclability

- Recycled Material Content: Pre-consumer 0%, post-consumer 15-35%
  Residual waste material in the production process is recovered and recycled.
  End of life material can be recycled.

18. DIE CAST CLAMPS:

- Material tobe413.0 F aluminum
  ASTM B85
  Tensile strength – 22 KSI
  Powercron 590-534 black cathodic epoxy
  Film thickness - .4-1.2 mils
  Pencil hardness ASTM D3363 – 2H min
  Cross hatch adhesion ASTM D3359 – 4B – 5B
  Must be baked 20 min at 375 F (191C) metal temperature

A. Recycle Content and recyclability

- Recycled Material Content: Total 40-65%
  Residual waste material in the production process is recovered and recycled.
  End of life material can be recycled.

19. POLYCARBONATE:

A. Clear

- Material tobeclear polished UV resistant polycarbonate
- Tensile strength yield – 9000 PSI
- Tensile strength ultimate – 9000 PSI
- Compressive strength – 10400 PSI

B. Recycle Content and recyclability

- Recycled Material Content: Pre-consumer 0%, post-consumer 0%
  Residual waste material in the production process is recovered and recycled.
  End of life material can be recycled.

C. Colored

- Material to be clear UV resistant polycarbonate
- Color to be permanently embedded in panel between layers of clear polycarbonate
- Texture on top – stucco
- Texture on bottom - stucco
- Tensile strength yield – 9000 PSI
- Tensile strength break – 9500 PSI

D.Recycle Content and recyclability

- Recycled Material Content: Pre-consumer 0%, post-consumer 0%
- Residual waste material in the production process is recovered and recycled.
- End of life material can be recycled

PLAYWORLD LIMITED WARRANTY

Playworld Systems, Inc. warrants its products against structural failure due to defects in materials and workmanship for the warranty periods and material categories prescribed below.

1. LIMITED WARRANTY FOR AS LONG AS YOU OWN THE PRODUCT: Steel deck support posts, stainless steel hardware, clamps, deck hangers, post caps, and cast aluminum parts, except as otherwise specified below.

2. LIMITED TWENTY-FIVE (25) YEAR WARRANTY: Spring Mates® aluminum castings.

3. LIMITED FIFTEEN (15) YEAR WARRANTY: Perforated steel decks and stairs, steel rails, stationary weldments, rotationally-molded and sheet plastic components, Playwood recycled plastic lumber, roof panels, and stainless steel slides, except as otherwise specified below.

4. LIMITED TEN (10) YEAR WARRANTY: Fiberglass signage, Fun Centers™, FirstPlay™ play structures, pre-cast PolyFiberCrete® or reinforced concrete products, Timber Stacks™ Robinia timbers and galvanized hardware, non-stainless steel hardware, fabric shade steel frames and Shadesure and Colourshade FR fabrics (Note Exception: Limited Five (5) Year Warranty on fabrics in colors Red, Yellow, Electric Purple, Zesty Lime, Cinnamon, and Olive.)

5. LIMITED FIVE (5) YEAR WARRANTY: Steel reinforced cable net and rope fittings and connections (Note Exception: Warranty does not cover normal wear and tear such as fraying or fading of cable coating), PlaySimple® play structures, DropZone Tower™, LiveWire Zip Line™ (except as otherwise specified below), AeroGlider™, Border Timbers™, wood and polycarbonate panels, PE coating and PVC coating (against cracking and peeling), site amenities (i.e. benches, tables, litter receptacles, and bike racks), GFRP (Glass Fiber Reinforced Polymer) products, accessible swing seats latch and hinge mechanism, and motion/moving play components and parts.

6. LIMITED THREE (3) YEAR WARRANTY: Steel coil and C springs, flat webbing nets (excluding normal wear and tear), electronic panel speakers, sound chips, flex treads, and circuit boards.

7. LIMITED ONE (1) YEAR WARRANTY: NEOS®, electronic based play products, swing chain, swing clevises, swing galvanized attachment hardware, molded rubber bumpers, handholds, swing seats, and any other materials or custom products not covered above, all high wear items such as trolleys, cables, wheels, and bumper stops related to rail and cable ride products. (*For NEOS only, an extended 3-year warranty is available for purchase, providing 4 years of cumulative coverage.)

8. LIMITED SIX (6) MONTHS WARRANTY: PlaySoleil solar powered light.

BUYER'S REMEDY: If any products prove defective or non-conforming under normal use and within the above-prescribed warranty periods and material categories, Buyer must promptly notify Playworld Systems, Inc. in writing at 1000 Buffalo Road, Lewisburg, PA 17837 USA. Playworld may elect to inspect the alleged defect at Buyer's site or at Playworld's facility. Buyer shall not return products to Playworld unless authorized by Playworld to do so. Authorized returns must be properly packaged and shipped prepaid and insured, at Buyer's expense. Upon verification of warranty coverage, Playworld may elect, in its sole discretion, to repair defective or non-conforming products, or replace them by delivering products or parts free of charge to the site. Playworld's limited warranties do not cover the cost of labor to remove defective or non-conforming parts or to install repaired or replacement pa… limited warranties, Buyer accepts their terms and limitatio… rights it would otherwise have to claim or assert that such w… essential purpose. Buyer agrees that venue for any court action to enforce these limited warranties shall be in Union County in the State of Pennsylvania.

LIMITATIONS: All warranty periods begin on the date of Playworld's invoice. Repaired and/or replacement parts are warranted only for the balance of the original limited warranty period. Warranties extend only to the original Buyer/end user for products purchased from Playworld or a Playworld authorized reseller, and are not transferable.

Warranties apply only to Playworld products that are erected and installed in conformance with Playworld installation instructions, and that are maintained and inspected in conformance with Playworld maintenance and operational instructions.

Warranties specifically do not cover Playworld products:

- for cosmetic damage or flaws occurring under normal use, such as surface scratches, minor chips, hairline cracks, dents, marring, efflorescence, color fade, discoloration, corrosion/rust, fraying, or warping of recycled plastic lumber;
- that have been modified, altered, or repaired by unauthorized third parties;
- that have not been used as designed or intended, or misused;
- to which non-Playworld parts have been added or substituted;
- that have been removed from their original location and re-installed elsewhere;
- for changes in appearance of natural materials over time or cosmetic defects such as checks or splits in timber components;
- or that have been damaged due to excessive wear and tear, vandalism, abnormal use, abuse, negligence, environmental factors (such as wind-blown sand, salt spray, or airborne emissions from industrial sources), extreme weather (such as hail, flooding, lightning, tornados, sandstorms, earthquakes, or wind storms), and acts of God.

Playworld does not warrant that any particular color will be available for any specific period of time, and reserves the right, in its sole discretion, to discontinue any color for any reason.

THE FOREGOING LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR SELLER'S PRODUCTS, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT. SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING OR PERFORMANCE OR TRADE USAGE. SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF REVENUE, PROFIT, OR USE ARISING OUT OF A BREACH OF THIS WARRANTY OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, OPERATION, OR REPAIR OF ANY PRODUCT. IN NO EVENT WILL SELLER BE LIABLE FOR ANY AMOUNT GREATER THAN THE PURCHASE PRICE OF A DEFECTIVE PRODUCT.

Safety & Standards

CERTIFICATIONS AND SAFETY STANDARDS:
ISO 14001 certification guarantees that Playworld Systems, Inc. meets the highest standards for environmental-responsible manufacturing.

ISO 9001 certification guarantees that Playworld Systems, Inc. meets stringent quality-control standards in manufacturing our play equipment.

The Consumer Product Safety Commission (CPSC) – Look for "CPSC Pub.325" to see Playworld Systems, Inc.'s CPSC-compliant products.

- **CPSIA** – Playworld Systems, Inc.'s products meet or exceed the requirements of the Consumer Products Safety Improvement Act (CPSIA) of 2008.

The European Norm (EN) covers general safety requirements and test methods. Look for "EN1176" to see Playworld Systems, Inc.'s EN-compliant products.

The European RoHS directive restricts the use of six hazardous materials in the manufacture of electronic equipment, and seeks to reduce the amount of hazardous materials entering electronic products. All Playworld Systems, Inc.'s electronic products are RoHS compliant.

- **Singaporean Standard** – Based primarily on the ASTM standards, the Singaporean Standard is widely used throughout Asia.

In the interest of playground safety, the International Play Equipment Manufacturers Association (IPEMA) provides a Third Party Certification Service whereby a designated independent laboratory, TÜV SÜD America Inc., (TÜV), validates an equipment manufacturer's certification of conformance to the ASTM F1487 Standard Consumer Safety Performance Specification for Playground Equipment for Public Use, except sections 7.1.1, 10, 13.1.1, 13.1.2, 13.2, and 13.3; to CAN/CSA Z614 Children's Playspaces and Equipment, except clauses 10 and 11; or both. A list of current validated products may be viewed at www.ipema.org.

In the Interest of playground safety, the International Play Equipment Manufacturers Association (IPEMA) provides a Third Party Certification program whereby a designated independent laboratory, TÜV SÜD America Inc., (TÜV), validates a surfacing manufacturer's certification of conformance to ASTM F1292, Standard Specification for Impact Attenuation Under and Around Playground Equipment Performance Criterion, Section 4.2; ASTM F1292, Standard Specification for Impact Attenuation Under and Around Playground Equipment Performance Criterion (in its entirety); ASTM F3351, Standard Test Method for Impact Testing In Laboratory at Specified Test Height; and for an engineered wood fiber manufacturer its certification of conformance, also to ASTM F2075, Standard Specification for Engineered Wood Fiber for Use as a Playground Safety Surface Under and Around Playground Equipment; and for a Loose Fill Rubber manufacturer its certification of conformance, also to ASTM F3012, Standard Specification for Loose Fill Rubber for Use as a Playground Safety Surface under and around Playground Equipment. A list of current validated products, their thickness and critical height may be viewed at www.ipema.org.

TERMS OF SALE • PRICES: Prices are subject to change without notice. Unless otherwise stated in writing, all prices are F.O.B. Lewisburg, PA, USA, and shall be exclusive of installation, surfacing, transportation, insurance, taxes, license fees, customs fees, duties, premiums, fees, and other charges. DESIGN: Playw… Systems, Inc. continually improves play equipment to better serve our customers and therefore reserves the right to change the design specifications without no…

No Fault Safety Surface for Playgrounds

ProductSpecification

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EPDMPOURED-IN-PLACERUBBER SURFACING
for PLAYGROUNDS

PART 1 – GENERAL

1.01 WORK INCLUDED

This work includes furnishing and installing the No Fault Safety Surface. The surfacing manufacturer/installer shall be responsible for all labor, materials, tools, and equipment to perform all work and services for the installation of the surface.

1.02 DESCRIPTION OF SYSTEM & GENERAL CONDITIONS

No Fault Safety Surface shall be poured-in-place and trowelled to provide for a resilient, seamless rubber surface installed over the specified rigid base. No Fault Safety Surface is comprised of an SBR rubber impact attenuation layer and an EPDM color wear layer, with both layers being mixed with a non-flammable, non-shrinking, one part moisture cured polyurethane adhesive as recommended by the manufacturer and capable of bonding to concrete, asphalt, or compacted stone. No Fault Safety Surface shall be stable and slip resistant to comply with, meet or exceed all requirements set forth in the Americans with Disabilities Act (ADA), the American Society for Testing Materials (ASTM International) and the Consumer Product Safety Commission (CPSC) for manufactured safety surfaces as detailed below.

1.03 QUALITY ASSURANCE

Safety Surface shall meet or exceed the following performance requirements:

A. Applicable Standards (Test Results & Certifications):

1. Impact Attenuation - ASTM F1292: Surface system that is within the use zone of the surrounded playground equipment shall be tested in accordance with most current ASTM Specification F1292 and shall meet or exceed the performance requirements of ASTM F1292, CPSC and/or CSA Z614. Thus, surface system shall exhibit a head injury criterion (HIC) not exceeding 1000 and a value of acceleration recorded during an impact (g-max) not exceeding 200 from a fall height at or greater than the critical fall height of the installed play equipment structure as determined by the playground equipment manufacturer and/or as shown on drawings.
2. Coefficient of Friction & Permeability - ASTM D2047
3. Surface Frictional Properties & Skid Resistance – ASTM E303
4. Flammability of Finished Floor Cover - ASTM D2859
5. Accessibility of Surface Systems – ASTM F1951
6. Tear Strength – ASTM D624 Standard Test Method for Tear Strength of Conventional Vulcanized Rubber and Thermoplastic
7. Tensile Strength – ASTM D412 Standard Test Methods for Vulcanized Rubber Elastomers and Thermoplastic Elastomers
8. Solar Reflective Index (SRI) – ASTM E1980 and ASTM E903
9. IPEMA Certification Required: International Play Equipment Manufacturers Association (IPEMA) provides a Third-Party Certification Service whereby a designated independent laboratory validates a surfacing manufacturer's certification of conformance to the most current ASTM F1292 Standard Specification for Impact Attenuation Under and Around Playground Equipment. A list of manufacturers and certified products can be validated at www.ipema.org.

B. Installer Qualifications

1. All materials under this section shall be installed by the manufacturer's certified installers. The playground surface installation shall not be performed by anyone other than the product manufacturer's certified installers.
2. The installation crew shall include at least one member that has completed the OSHA (10+) Training course and received certification.

C. Contractor Pre-Qualifications

1. A list of project references completed with a similar application. The list shall include the name and contact information of the project representative at the time of the original installation.
2. All bidders must also submit Material Safety Data sheets (MSDS) and Product Data Sheets on all materials.
3. Insurance Requirements - All bidders must carry minimum insurance of:
   a) $1,000,000 General Liability Per Occurrence
   b) $2,000,000 General Aggregate
   c) $2,000,000 Products Completed Operations
   d) $5,000,000 Excess Liability
   e) $1,000,000 Workers Comp. & Employers Liability
   f) $1,000,000 Automobile Liability (any Auto)

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1.04 SUBMITTALS

A. One (1) digital submittal package shall be supplied upon request.
B. Manufacturer's descriptive data and installation instructions.
C. Manufacturer's details showing depths of wear surface and sub-base materials, anchoring systems, and edge details.
D. A list of all materials and components to be installed, including manufacturer's name, storage requirements, and precautions, and shall include chemical composition and test results to which material has been subjected in compliance with these specifications.
E. Test results to substantiate that the product meets or exceeds all ASTM & ADA requirements for each standard listed in Section 1.03 Quality Assurance. Test must be performed and certified by an independent laboratory.
F. Copy of IPEMA Certification.
G. Documentation of Contractor Pre-Qualification as stated in Section 1.03 Quality Assurance.
H. Documentation of Insurance Requirements as stated in Section 1.03 Quality Assurance.
I. Statement signed by the manufacturer of the synthetic safety surfacing attesting that all materials under this section shall be installed by the manufacturer or its Certified Installers.
J. Upon request, reference list to include a listing of installations where similar applications have been installed and have been in successful service for a minimum period of three (3) years. This list shall include name and contact information for project representative at time of original installation.
K. Upon request, a sample specimen of safety surface proposed for this project.
L. Upon request, a list of all organizations and affiliations of the company offering the product(s).

1.05 DELIVERY, STORAGE and HANDLING:

Materials and equipment shall be delivered and/or stored in accordance with the manufacturer's recommendations.

1.06 PROJECT SITE CONDITIONS:

A. Synthetic safety surfacing shall be installed on a dry subsurface, with no prospect of rain within the initial drying period, at temperatures recommended by the manufacturer.
B. Installation in weather condition of extreme heat, temperatures less than 50 degrees (F), and/or high humidity may impact cure time, and/or the structural integrity of the final product. The immediate surroundings of the site shall be free of dust conditions and poor particulate air quality will impact the final surface look.
C. The playground surface installation manager shall reserve the right to control the project schedule installation based on such factor without penalty to No Fault, LLC.
D. Safety surfacing shall be installed after the playground equipment unless otherwise noted.
E. The project manager or designated individual of playground equipment and sub-base installation shall coordinate Surface installation, with No Fault's local production manager and in accordance with No Fault's sub-base requirements.

1.07 WARRANTY:

Surfacing shall be guaranteed against defects in workmanship and material for a period of no less than five (5) years or as specified and agreed upon per contract.

PART 2 – PRODUCTS

Product shall be No Fault Safety Surface as manufactured, installed and distributed by No Fault, LLC |800-232-7760| or www.nofault.com.

NOTE – Other products will be allowed only if prior approved as per Section 2.02 Product Substitutions & Approved Equals

2.01 MATERIALS

A. Polyurethane Binder
1. Polyurethane binder for safety surfacing shall be specifically designed for use with rubber granule material for outdoor installations.
2. No Toluene Diphenyl Isocyanate (TDI) shall be used.
3. No filler materials shall be used in urethane such as plasticizers and the catalyzing agent shall contain no heavy metals.
4. Weight of polyurethane shall be no less than 8.5 lbs/gal (1.02 Kg/1) and no more than 9.5 lbs/gal (1.14 Kg/1)
5. COLOR TINTED BINDER WILL NOT BE ALLOWED.

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6. Aromatic orAliphatic Polyurethane Bindershallbe acceptablebasedonthe surface manufacturer'srecommendation (see SECTION 3.03 Installation).
7. Aromatic Binder shall be standard for all applications unless stated otherwise at time of bid.

B. SBR (Impact Layer)
1. Only 100% shredded styrene butadiene rubber may be used.
2. Strands of SBR may vary from 0.5 mm – 2.0 mm in thickness by 3.0 mm – 20 mm in length.

C. EPDM (WearSurface)
1. EPDM particles shall meet requirements of ASTM D-412 and CSA Z614-98 for tensile strength and elongation; and ASTM D 2240 (Shore A) hardness of 55-65, not less than 26 percent rubber hydrocarbons.
2. EPDM shall be peroxide cured with an EPDM content of 26% and shall include a processing aid to prevent hardness with 26% poly content to maintain dynamic testing characteristics, weatherization, and UV stability.
3. Size of rubber particles shall be not less than 1.0 mm, or greater than 3.0 mm across with a minimum EPDM content of 25% by weight and certified letter from manufacturer stating this content. All rubber shall remain consistent in gradation and size.
4. STRAND, SHAVED, CHIPPED OR SHREDDED RUBBER IS NOT ACCEPTABLE IN THE POURED CAP.

2.02 PRODUCT SUBSTITUTIONS & APPROVED EQUALS

A. All product substitutions must be submitted for preapproval at least fourteen (14) days prior to bid opening date. A complete submittal package, as outlined in Section 1.04 Submittals, must be provided before a substitute product will be considered for preapproval. If the product submitted for preapproval cannot meet all requirements of the submittal package, it will not be considered.
B. Once all products submitted for substitution have been reviewed, a list of the approved substitutes will be circulated and made available to bidders.

PART 3 – EXECUTION

3.01 SUB-BASE REQUIREMENTS

A. Owner or Owner's representative shall provide sub-surface in accordance with manufacturer's recommendation for the project location and application.
B. The base shall be concrete, asphalt, or compacted stone installed in accordance with manufacturer's written specifications. PIP
C. surface application is porous and subsurface with positive drainage is required for all approved sub surfaces.
D. The base shall have the specific minimum slope of two percent (2%) and shall vary no more than one-eighth inch (1/8") when measured in any direction with a ten-foot (10') straight edge. Verify that sub-surfacing drainage, if required, has been installed to provide positive drainage.
E. Tolerance of concrete or bitumininous subsurface shall be within one-eighth (1/8") inch (3.0mm) in ten-feet (10') (3050mm). Tolerance of aggregate subsurface shall be within three-eighths (3/8") inch (10mm) in ten-feet (10') (3050mm). Verify
F. that aggregate subsurface is fully compacted to ninety-five (95%) percent or greater.
G. Asphalt base shall be allowed to cure a minimum of fourteen (14) days and new concrete shall be allowed to cure a minimum of seven (7) days prior to installation of safety surface.
H. All sub-bases shall be approved by the owner, owner's representative, and safety surface manufacturer prior to installation of the safety surface.
I. Alternate sub-base material shall have prior approval from safety surface manufacturer.

3.02 PREPARATION

A. Scheduling – No Fault Safety Surface shall be installed after other sub-contractors are complete, the area is free from pedestrian traffic, and under the conditions as outlined in Section 1.06 Project Site Conditions.
B. Cleaning - The entire subsurface shall be clean, dry, and free from any foreign and loose material.

3.03 INSTALLATION

A. SBR Cushion Layer
1. The polyurethane binder and SBR shall be mixed on site using a rotating tumbler to ensure components are thoroughly mixed and are in accordance with manufacture's recommendations.
2. Binder shall be not less than fourteen (14%) percent, nor more than twenty-two (22%) percent, of the total weight of rubber, and shall provide one hundred (100%) percent coating of the particles.
3. The SBR and binder mixture will then be poured-in-place by means of screeding, and hand-trowelled to maintain a seamless application.

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4. Theinstallationmethodshall use a measured screed rod one-sixteenth(1/16”)inch thickerthan the required depth.
5. Whenever practical, SBR cushion layer shall be installed in one continuous pour on the same day. When a second pour is required, the installer shall fully coat the edge of the previous work with polyurethane binder to ensure 100 percent bond is achieved.
6. Total depth of the safety surface system throughout the playground equipment use zone shall be required to meet the applicable critical fall height requirements of the playground equipment or as specified by owner or architect.
7. Edges - Surface edges shall be flush with edge of adjacent area or tapered to provide safe transition. When connecting to a concrete curb or border the hardened edge shall be primed with adhesive.
8. The SBR cushion layer surface shall be porous and subsurface with positive drainage is required.

B. EPDM Wear Course Layer
1. EPDM rubber granules and polyurethane binder shall be mixed on site in a rotating tumbler to ensure components are thoroughly mixed and are in accordance with manufacture’s recommendations.
2. The polyurethane binder shall be not less than 20 percent (20%) of total weight of rubber used in the wear surface and shall provide 100 percent (100%) coating of the particles.
3. The EPDM and binder mixture shall then be poured-in-place by means of screeding, and hand-trowelled to maintain a seamless application.
4. The installation method shall use a measured screed rod one-sixteenth (1/16”) inch thicker than the required depth. The thickness of the wear layer will be no less than one-half (½”) inch.
5. High graphic project will require ½” minimum depth for wear layer. Inlaid graphic designs and color transitions shall be installed at the full depth of the color EPDM color wear layer.
6. The EPDM color wear layer shall have a minimum weight of 2.9 pounds per square foot for one-half (½”) inch depth.
8. The EPDM color wear layer shall be porous.
9. Edges - Surface edges shall be flush with edge of adjacent area or tapered to provide safe transition.
10. Large Areas - All areas more than 2,000 sq. ft. or that require adjacent color pours shall have a cold joint or seam due to the nature of the installation process. Although seldom visible, large areas or adjacent colors shall require the playground surface application to be installed on separate days.
11. Color:
    a. Standard colors shall include terra cotta red, blue, green, or tan.
    b. Standard color blend shall include any standard color mixed with 50% black.
    c. Light colors & accent colors shall include light blue, light green, teal, eggshell, cream, tan, gray, purple, yellow, orange & bright red.
    d. Aliphatic binder shall be recommended for light colors and accent colors to prevent ambering.
    e. Color selection shall be provided at time of bid and approved by the architect or owner during the submittal process, unless otherwise stated on plans.

3.04 PROTECTION

A. The PIP playground surface application shall be allowed to fully cure in accordance with manufacturer’s instructions. The surface shall be protected by the owner or contractor to prevent all pedestrian traffic from the playground surface area during the curing period of 48 to 72 hours after surface installation is complete, or as instructed by the manufacturer.
B. Surface installation crew shall be responsible for the protection of No Fault Safety Surface during the installation process. The owner or general contractor shall be responsible for the protection of the surface during the crews off hours and during the curing period upon completion of the installation.

3.05 CLEAN UP

A. The manufacturer’s installers shall not leave adhesive on adjacent surface or play equipment. Spills of excess adhesive shall be promptly cleaned.
B. The manufacturer’s installers shall properly dispose of all material and packing waste before leaving the job site.
C. The owner or contractor shall be responsible for supplying a dumpster at the job site for all waste associated with installation of the safety surface.

FOR INDIVIDUAL PROJECT SPECIFICATIONS OR OTHER INFORMATION INCLUDING CRITICAL FALL HEIGHT REQUIREMENTS for the PLAYGROUND EQUIPMENT
CONTACT: NO FAULT, LLC | 800-232-7766 | WWW.NOFAULT.COM

NO FAULT LLC
3112 Valley Creek Drive, Ste. C
Baton Rouge, LA 70808
225-215-7760 www.nofault.com

NO FAULT SAFETY SURFACE
SAMPLE PRODUCT WARRANTY

Project Name:
Address:

NF Job No.:
Customer:
Date of Completion:

NO FAULT LLC ("NF") warrants to the original purchaser (established as “Customer” above) that the No Fault Safety Surface ("NFSS"), installed under the above referenced Project, will conform to the NFSS specifications and remain free from defects in materials and workmanship for a period of five (5) years, per the terms and conditions provided herein. This limited warranty is expressly made in lieu of any other warranties and is exclusive to the original Customer.

This limited warranty shall provide for repairs or replacement of any defective materials or workmanship in the surface area(s) that fail during the warranty period. This warranty shall commence on the date of substantial completion (as established above) and shall provide for one hundred (100%) of the cost to repair or replace the failed area(s) for a period of one year. Thereafter, the warranty covers eighty percent (80%) of the cost to repair the affected areas from the first anniversary of substantial completion until the second anniversary of substantial completion. Thereafter, the warranty covers sixty percent (60%) of the cost to repair the affected areas from the second anniversary of substantial completion until the third anniversary of substantial completion. Thereafter, the warranty covers forty percent (40%) of the cost to repair the affected areas from the third anniversary of substantial completion until the fourth anniversary of substantial completion. Thereafter, the warranty covers twenty percent (20%) of the cost to repair the affected areas from the fourth anniversary of substantial completion until the fifth anniversary of substantial completion, at which date NF's obligations under this warranty are terminated.

All warranty claims shall be made in writing to NF within thirty (30) days of the Customer’s knowledge thereof. The written notification from the Customer shall include the following: the date of the first notice of the failure, details of the failure, photos of the failed area and a request for a warranty claim meeting with NF at the installation site (if applicable). NF shall determine the validity of all claims after sufficient evidence has been gathered. NF shall then replace, repair, or make a refund for any claims validated by it. Any refund, credit or allowance provided to the Customer on a warranty claim is exercisable only if said allowance is used to accommodate replacement with NF's then current surfacing system. NF's liability for warranty claims shall in no event exceed the cost of repair or replacement of such area(s) that have failed. Customer agrees that in no event shall NF have any liability to Customer for loss of use or loss of profits or any form of consequential damages.

Any dispute as to whether and to what extent there is a NFSS failure and subsequent valid warranty claim within the meaning of this warranty shall be initially dealt with by joint investigation and discussion between NF and Customer in order to achieve a mutually agreeable solution. If a solution cannot be reached within thirty (30) days, then either the Customer or NF may submit the matter to an accredited arbitrator who is a member of the American Arbitration Association and who shallmake a determination in accordance with the rules and regulation of the American Arbitration Association. The decision of the Arbitrator shall be binding on both parties.

This warranty does not include normal wear and tear, discoloration or fading as a result of ultraviolet rays, shrinkage (which is an inherent characteristic of elastic rubber), any damages to the surface during the curing period, or improper sub-base design or construction, including but not limited to surface cracking along expansion joints or separating from an adjacent border, curb, walkway, or existing surface. If the underlying sub-base materials fail for any reason whatsoever (including hydrostatic pressure, cracking, shifting, heaving), then NF's warranty shall be rendered invalid.

NF is under no obligation or responsibility to repair and/or replace the NFSS product if damaged by lawn and landscaping equipment; vehicular traffic; vandalism (including burns, cuts, gouges, etc.); product misuse, abuse or alteration; improper drainage; improper or lack of maintenance; any foreign residue that may be deposited on the surface; any foreign matter from surrounding areas (i.e. any substance other than those indicated on NF's MSDS sheets) that may be siphoned through, migrated in, lodged in and/or harden the surface; sharp objects (high heels, spikes, etc.); use of unapproved cleaning materials; or acts of God.

NO FAULT LLC
3112 Valley Creek Drive, Ste. C
Baton Rouge, LA 70808
225-215-7760 www.nofault.com

NO FAULT SAFETY SURFACE
SAMPLE PRODUCT WARRANTY

Project Name:
Address:

NF Job No.:
Customer:
Date of Completion:

Specifically regarding Underwater, Water Play, and Pool-deck applications, foreign or excessive chemicals in the water can cause potential damage to the NFSS product resulting in fading, chalking, bleeding, and/or degradation. Pool chemicals and water treatments such as "Ozone" and chlorine levels with a ppm of greater than 3 will harm and degrade the NFSS. NF will not warrant the NFSS product when foreign or excessive chemicals are used in or around the surface installation. NF will not warrant against mold or mildew caused by improper drainage and/or improper sloping around the pool area, sauna area, steam area or shower area. Recommended minimum slope for positive drainage is 2% for areas over 2000 SF.

Customer acknowledges that the limited warranty will be voided if the Customer fails to follow the NFSS Maintenance Guidelines (attached hereto); keep maintenance and impact attenuation testing records; or fails to make payment in a timely manner as per the terms and conditions of the agreed contract. Customer also acknowledges and agrees that it will not, under any circumstance, make alterations to the NFSS product without the written authorization of NF. Any unauthorized alteration by the Customer could result in the termination of any existing warranty for the NFSS and shall also give rise to the duty of the Customer to hold harmless, defend and indemnify NF from any claim, suit or cause of action, personal injury, death, or property damage arising out of or related to said alteration.

WARNING: Surface areas can become extremely hot due to exposure of direct sunlight. Shoes and/or socks must be worn at all times. Customer is responsible for proper supervision of children when in contact with the surface. In addition, warning signs are recommended to be posted in all areas to prevent small children from touching or crawling on to surface areas that may be hot due to extended sun exposure in excessive temperatures. During winter and/or seasons when temperatures fall below 32°F, the impact attenuation performance of the NFSS system can be compromised. In this case, it is recommended to discontinue use until surface is no longer frozen. No Fault Sport Group assumes no liability to such exposure of surfacing temperature as this should be monitored prior to use of surfacing. No Fault Sport Group also assumes no liability to the expansion and contraction of the surfacing during freeze/thaw events.

NO REPRESENTATIVE OF THE SELLER HAS AUTHORITY TO MAKE ANY REPRESENTATION OR PROMISES EXCEPT AS STATED HEREIN. THERE ARE NO WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE THAT EXTEND BEYOND THE WARRANTIES CONTAINED IN THIS DOCUMENT. NF SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES TO THE STRUCTURE OR ITS CONTENTS ARISING UNDER ANY THEORY OF LAW WHATSOEVER.

NO FAULT LLC: _____

Jay Ratelle, Vice President of Operations

Warranty issue date: _____

SECTION 02788 PLAYGROUND GRASS RESILIENT SURFACING:
Playground Grass Academy

PART 1 – GENERAL

1.1 RELATED DOCUMENT

A. Drawings and general provisions of this contract, including general and supplementary conditions and other division 1 specification sections apply to this section.

1.2 DESCRIPTION OF WORK

A. Playground Grass resilient surface systems for surfaces under and around playground equipment including but not limited to the furnishing and installing an artificial grass safety surface over a compacted base. Finished product shall be seamed to provide a resilient, continuous surface over the entirety of the project surface. Work includes for all labor, materials, tools, equipment, and applicable taxes to perform all work and services for the installation of the surface.

1.3 REFERENCE SPECIFICATIONS AND STANDARDS

A. Materials and methods of construction shall comply with the latest provisions of the following standards:

I. ASTM F 1292-04 “Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment”.

II. ASTM D2859 “Flammability Standard”.

III. ASTM F1951-99: “Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment.”

1.4 SUBMITTALS

No alternate product must be submitted with prior approval packages a minimum of ten (10) days prior to bid date. Submittal packages shall include but not be limited to:

A. Laboratory Test Reports: Materials certificates certifying each material item complies with, or exceeds, specified requirements. Certificates of compliance must be signed by materials producer and contractor.

B. Product Verification: Delivery slip for each material shipment, including turf and infill material.

C. Warranties: Product and maintenance warranties must be provided to owner prior to installation.

D. Field test inspection reports and samples for material including impact attenuation, permeability, and flammability.

E. Playground Grass Surface Installer Qualifications: A list of ten (10) playground surfacing projects completed with a similar product within the last five (5) years. List shall include names of project representatives and respective telephone numbers. This list shall also contain projects which require the same level of difficulty: e.g. number of poles and cutouts, transitions, and other special requirements. These ten (10) projects shall have been contracted and installed by the company bidding the job.

F. Product Substitution Submittals: Contractor shall provide the following material for Playground Grass material substitution.

I. At least one project in excess of 5,000 square feet and completed in the two (2) years.

II. Two 1'x1' product samples.

III. Product warranty and guarantee from manufacture warranting against all defects for a 15 year period.

IV. A written guarantee from manufacturer for workmanship.

V. Impact attenuation (per fall height requirements), permeability, and flammability test results from independent approved and certified testing laboratories.

VI. The artificial grass installer/contractor will provide a maintenance procedure for the installed surface.

1.5 TESTING OF MATERIALS

A. The following are test results from an independent testing laboratory which must also be submitted:

I. Impact Attenuation: ASTM 1292-04: Impact attenuation test results will be provided. These test results shall be certified and submitted on the letterhead of an independent testing lab. Impact attenuation test results shall meet or exceed Consumer Product Safety Commission Guidelines for impact attenuation (G-max and Head Injury Criterion "H.I.C."). Test results must be administered and evaluated under the same test and these results must be shown for three drops at each required temperature: 32°, 72°, 120°; yield less than 200 G's and less than 1,000 H.I.C. Only test results from ASTM testing approved laboratories, F8 committee will be acceptable.
Approved testing laboratories are TSI and Detroit Testing.

II. Permeability: Product shall meet or exceed a coefficient of permeability of 31" per hour.

NOTE: From a geotechnical standpoint, the permeability of a material is a measure of the velocity at which water will flow through the void spaces or pores under a given hydraulic gradient. The product shall handle a minimum of 20" of rainfall per hour.

III. Flammability (PILL test)

NOTE: To assure compliance with a, b, and c installation shall be provided by an approved installer, who has at least five successful installs.

1.6 WORKMANSHIP AND QUALITY ASSURANCE

A. The artificial grass is to be installed per manufacturer's specifications.

B. All artificial grass and components shall be provided by a single source.

1.7 DELIVERY AND STORAGE OF MATERIALS

A. Artificial grass will be delivered in rolls 15' wide and wrapped in plastic. SafetyFoam Pro™ will be delivered on pallets in a separate shipment.

B. Products will be stored out of sight (as much as possible) and secured the same to prevent tampering.

1.8 GUARANTEE/WARRANTY OF THE MATERIAL AND WORKMANSHIP

A. The artificial grass installed under this contract will be warranted for a period of fifteen (15) years for materials and covers the surface for wear, through deterioration and excessive fading/UV degradation. Vandalism and force majeure will not be covered. Written warranty must be submitted by the installer.

B. When defective material or workmanship is discovered which will require repair or replacement, all such repair work or replacement work shall be done by the contractor at its own expense after written notification is given of such required repairs. However, if the contractor fails to comply with the requirements of the above guarantee within a reasonable time after notification is given, the repairs will be made by others at the contractor's expense.

I. Any unsafe conditions that arise shall be secured and maintained by the installer until all required repairs or replacements have been completed.

II. All resurfacing will conform in kind and quality to the specifications set forth in the plans and specifications and will be free of defects in workmanship and material.

PART 2 - PRODUCTS

2.1 DESCRIPTION OF SYSTEM

Resilient safety surface shall be Playground Grass Academy as manufactured by ForeverLawn Inc. Resilient safety surface shall have all of the following requirements independently and collectively:

A. Blades: Primary blades to be field green and secondary blades to be a turf green/tan blend. The primary blades will be 100% polyethylene slit-film. Polyethylene blades will be slit film straight and curled. The secondary blades to be heat set texturized nylon monofilament. Tufting construction requires dual primaries in the same row.

B. Weight: The product face weight will be 48 ounces. With backing, the total weight of the product will be 98 ounces.

C. Tufting: The tufting gauge will be 3/8", pile height 1 7/8".

D. Backing: The backing shall be a multi-layered, three part:

I. First single layer (stabilized primary consisting of polyester, fiberglass, and polyurethane. It is 18 pic construction and 6 ounces.

II. Second layer is a minimum of 40 ounce urethane layer.

III. Third layer is nonwoven, recycled, geotextile fleece.

E. Seams: Primary seaming system shall be a micromechanical seam, utilizing hook and loop technology.

F. Resilient subsurface padding: SafetyFoam Pro which is a closed cell expanded polypropylene panel.

G. Infill: Material will be 10/20 or 14/20 crumb rubber, silica sand, Envirofill®, or T°Cool®

PART 3 - EXECUTION

3.1 BASE REQUIREMENTS

A. The base shall be angular stone, leveled, and compacted at a depth of 3" to 4".

3.2 PREPARATION

A. The perimeter of the area shall be defined with a composite nailer board, unless an acceptable surface for anchoring the turf currently exists. These nailer boards will be secured into concrete or blacktop, or held in place with rebar spikes.

B. Cleaning: the entire surface shall be clean and free from any foreign and loose material.

C. 3.3 INSTALLATION

A. SafetyFoam Pro resilient subsurface padding will be laid out in 2'x4' interlocking panels over the base.

B. Artificial Turf: The turf will be rolled out in sections, cut around the poles, and seamed together using the micromechanical seaming system as the primary bond.

C. Securing: The turf will be secured around the perimeter. If using nailer boards, 1" stainless steel staples will be used to secure the turf to the boards. Staples will be placed every 3". (See edge details).

D. Protection: Surface installer shall be responsible for the protection of the rubber surface during the installation process. Surface installer shall be responsible for the protection of the surface during the curing period upon completion of the installation.

ForeverLawn Playground Grass and SafetyFoam Pro 15-Year Limited Warranty and Closed Loop Warranty System

Warranty valid upon registration.

The ForeverLawn® Fifteen-Year Limited Warranty is part of our Closed Loop Warranty System, which registers your ForeverLawn Playground Grass™ and SafetyFoam Pro™ purchase and ensures premium service over the life of the products. Registration of your Playground Grass and SafetyFoam Pro purchase connects the product with the address of installation or use and connects you, the warranty holder, directly with the warranty provider–ForeverLawn Inc.

ForeverLawn Inc. warrants that your Playground Grass and SafetyFoam Pro products will be free from defects in materials for a period of fifteen (15) years from the original purchase date. Additionally, ForeverLawn Inc. warrants against excessive or premature wear (stipulated as more than 20% decrease in pile height defined by the specifications sheet), ultraviolet degradation, and padding material breakdown.
Transferability:
Upon registration, the warranty is connected to the address of use or installation and becomes transferable to a new owner of the property. Because the Closed Loop Warranty System links the Playground Grass and SafetyFoam Pro purchase to an address, notification of a change in ownership is not required; however, if you would like to update the owner contact information in our Closed Loop Warranty System, you can do so by e-mailing us at warranty@foreverlawn.com.

What is not covered:

- Damage from misuse, abuse, or vandalism.
- Damage from external sources including, but not limited to, flames or heat from small equipment engines, vehicle or equipment exhaust, or other high heat sources.
- Damage caused by magnified light sources including window reflection or other light magnifying or reflective objects.
- Damage caused by vehicles or heavy equipment driving on the products and damaging the turf and/or the SafetyFoam Pro performance characteristics.
- Damage or excessive wear under fast-spinning equipment, swings, or other concentrated extreme wear areas such as logos, color accents, and Funserts™.
- Normal wear and tear including, but not limited to, laying down or compression of fibers and discoloration due to residue build up on the fibers.
- Conditions arising from a change in site condition such as shifting earth or nearby structures.
- Acts of God such as, but not limited to, fire, flood, and lightning damage.
- Installation related issues.

What you must do:

- Identify problem area with photographs and documentation.
- Contact ForeverLawn Inc. via telephone (866.992.7876) or e-mail (warranty@foreverlawn.com) with description and documentation of issue. Include in this contact: name, contact information, and address of installation.

What we will do:

- ForeverLawn Inc., upon determination of the applicable warranty coverage, will at a mutually agreeable time, repair or provide replacement for the defective product or component at a cost to the purchaser/owner based on the following table. The “price” is the cost of the defective product or component at the time the warranty claim is made, or the price of a comparable product or component if the original product or component is no longer in production.
- This warranty covers replacement product and re-installation of defective turf when installed by an exclusive ForeverLawn dealer.

Months After Original Purchase Date	Purchaser/Owner’s Cost
0-36 months	No cost
37-48 months	30% of replacement price
49-60 months	50% of replacement price
61-84 months	60% of replacement price
85-108 months	70% of replacement price
109-144 months	80% of replacement price
145-180 months	85% of replacement price

Limitations:

- Your exclusive remedy, IN LIEU OF ALL INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING FOR NEGLIGENCE, is limited to repair or replacement of any product or component deemed to be defective under the terms and conditions stated above. ForeverLawn Inc. will bear no other damages or expenses.
- Repair or replacement of a product or component under the terms of this limited warranty in no way lengthens the original limited warranty period.
- SafetyFoam Pro should not be exposed to direct sunlight for more than 10 days during installation; doing so will nullify the warranty.

Outside the terms and conditions specifically outlined herein, ForeverLawn Inc. does not make any representations or warranties, whether written or oral, statutory, express or implied, including without limitation, any warranty of merchantability, or of fitness for a particular purpose, or any representations that Playground Grass or SafetyFoam Pro will prevent injury. ForeverLawn Inc. disclaims any liability for any special, incidental, or consequential damages of any nature whatsoever.

PLAYGROUND GRASS™

This is what kids were meant to play on!



Meet the new generation of playground surfaces! Playground Grass by ForeverLawn is a revolutionary synthetic grass that is ASTM 1292 safety rated, is ADA accessible, and has antimicrobial and antistatic protection available.

FEATURING

XStatic™ antistatic technology

ForeverLawn announces XStatic,™ a proprietary, patented antistatic technology, available now in Playground Grass Ultra.

Playground Grass by ForeverLawn is lush, beautiful synthetic grass that is safe to play on, soft to fall on, and cost effective.

COMPONENTS	Playground Grass EXTREME	Playground Grass DISCOVERY	Playground Grass ACADEMY	Playground Grass ULTRA
YARN TYPE	• Dual primaries: Polyethylene XP slit fi lm straight and curled	• Primary: Polyethylene XP slit fi lm • Secondary: Heat set textured nylon monofi lament	• Primary: Polyethylene XP slit fi lm • Secondary: Heat set textured nylon monofi lament	• Primary: Polyethylene XP slit fi lm • Secondary: Heat set textured nylon monofi lament
YARN COLOR	• Field/lime green	• Primary: Field green • Secondary: Turf green	• Primary: Field green • Secondary: Turf green/tan blend	• Primary: Olive green • Secondary: Turf green/tan blend
YARN COUNT	• 8,040/1 and 5040/1	• Primary: 8,040/1 • Secondary: 4,200/8	• Primary: 5,040/1 • Secondary: 5,040/12	• Primary: 5,040/1 • Secondary: 4,200/8
TUFTING CONSTRUCTION	• Dual primaries, same row	• Dual yarn, same row	• Dual yarn, same row	• Dual yarn, same row
BLADE HEIGHT	• 1-3/8”*	• 1”*	• 1-7/8”*	• 1-5/8”*
TUFTING GAUGE	• 3/8”	• 3/8”	• 3/8”	• 3/8”
FACE WEIGHT	• 50 oz.*	• 58 oz.*	• 48 oz.*	• 48 oz.*
TOTAL PRODUCT WEIGHT	• 100 oz.*	• 108 oz.*	• 98 oz.*	• 98 oz.*
BACKING	• 3-layer backing with geotex laminate	• 3-layer backing with geotex laminate	• 3-layer backing with geotex laminate	• 3-layer backing with geotex laminate
ANTISTATIC TECHNOLOGY	• No	• No	• No	• XStatic™ proprietary, patented antistatic technology
ANTIMICROBIAL PROTECTION	• No	• AlphaSan®	• No	• AlphaSan®
SEAMING	• Micromechanical bonding	• Micromechanical bonding	• Micromechanical bonding	• Micromechanical bonding
INFILL	• 0.5 lbs. rubber psf. recommended	• 2 lbs. sand psf. recommended	• 0.75 - 1 lb. rubber psf. required	• 0.75 - 1 lb. rubber psf. required

*Product heights shown may have a variance of 1/8” and product weights shown may have a variance of 2%.

ASTM 1292 safety rated & ADA Accessible

MADE IN THE USA

8007 Beeson St., Louisville, OH 44641 | 866.992.7876 | playgroundgrass.com











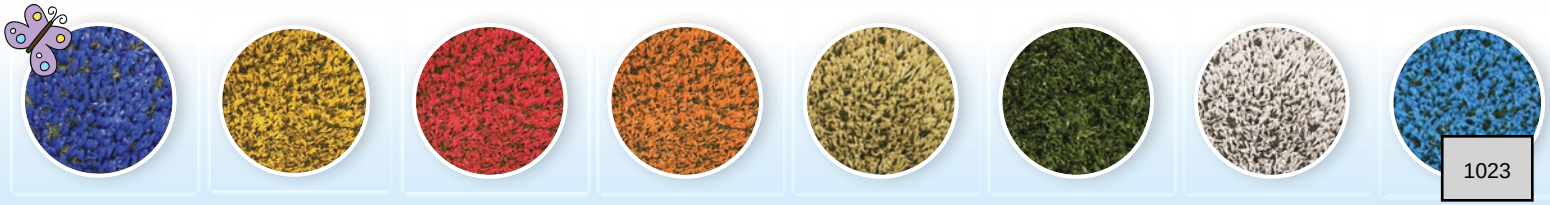








Colors available in Playground Grass Ultra:



USASHADE & Fabric Structures.

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Coppell, TX 75019
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PRODUCT SPECIFICATIONS

STRUCTURAL SPECIFICATIONS (for standard USA SHADE units up to 1,600 sqft)

GENERAL

Warranty: Our structures are covered by a 10-year warranty against failure of the structure, with the powder coated surface carrying a 1-year warranty. The fabric top(s) is covered by a 10-year (pro-rated) warranty against significant fading, tearing, ripping, and/or discoloration (red is covered by a 3-year fade warranty.) Should the fabric need to be replaced under warranty, USA SHADE will manufacture and ship a new fabric at no charge for the first 6 years, thereafter pro-rated at 18% per annum over the remaining 4 years.

Design Loads (minimum): As a minimum and/or when no specific building code information is delineated in the client's specifications or requirements, our structures are designed to meet or exceed requirements set forth in the 2006-2009, 2012-2015 International Building Codes (IBC).

STEEL, FINISH, FABRIC

Steel: Allsteel membersof the shade structure shall be designed in strict accordance with the requirements of the "American Institute of Steel Construction" (AISC) Specifications, and the "American Iron and Steel Institute" (AISI) Specifications, for cold-formed members.

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All connections shall have a maximum internal sleeving tolerance of 0.0625 inches, using high-tensile strength steel sections, with a minimum sleeve length of 6 inches.
All non-hollow structural steel members shall comply to ASTM A-36. All hollow structural steel members shall be cold-formed, high-strength steel, and comply with ASTM-A500, Grade C. All steel plates shall comply to ASTM A-572, Grade 50. All galvanized steel tubing shall be triple-coated for rust protection using an in-line electroplating coat process. All galvanized steel tubing shall be internally coated with zinc and organic coatings to prevent corrosion.

Bolts: All structural field connections of the shade structure shall be designed and made with high-strength bolted connections using ASTM A-354, Grade B or SAE J249, Grade 8.
All stainless-steel bolts shall comply with ASTM F-593, Alloy Group 1 or 2. All bolt fittings shall include rubber washers for water-tight seals at joints. All nuts shall comply with ASTM F-594, Alloy Group 1 or 2.

Welding: All shop-welded connections of the shade structure shall be designed and performed in strict accordance with the requirements of the “American Welding Society” (AWS) Specifications. Structural welds shall be made in compliance with the requirements of the “Prequalified” welded joints, where applicable, and by certified welders. No onsite or field welding shall be permitted.

Powder Coating: Galvanized steel tubing preparation prior to powder coating shall be executed in accordance to solvent cleaning SSPC-SP1. Solvents such as water, mineral spirits, xylol, toluol, are to be used to remove foreign matter from the surface. A mechanical method

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prior to solvent cleaning, and prior to surface preparation, shall be executed according to Power Tool Cleaning SSPC-SP3, and utilizing wire brushes, abrasive wheels, needle gun, etc. Carbon structural steel tubing preparation prior to powder coating shall be executed in accordance to commercial blast cleaning SSPC-SP6 or NACE #3. A commercial blast-cleaned surface, when viewed without magnification, shall be free of all visible oil, grease, dirt, mill scale, rust, coating, oxides, corrosion, as well as other products or foreign material. Powder coating shall be sufficiently applied, with a minimum 3 mils thickness, and cured at the recommended temperature to provide proper adhesion and stability to meet salt-spray and adhesion tests, as defined by ASTM International, formerly known as the American Society for Testing and Materials.

Powderused in the powder coat process shall have the following characteristics:

Specific gravity:	1.68 +/- 0.05
Theoretical coverage:	114 +/- 4ft2/lb/mil
Mass loss during cure:	<1%
Maximum storage temperature:	75° F

Tension Cable: Steel cable is determined based on calculated engineering loads. For light and medium loads, 1/4" (nominal) galvanized 7x19 strand cable is to be used. For heavy loads, 3/8" (nominal) galvanized 7x19 cable is to be used.

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UV Shade Fabric: UV Shade Fabric is Shadesure® fabric, manufactured by MultiKnit Ltd., and made of UV-stabilized high-density polyethylene (HDPE). This mesh fabric must be Rachel-knitted with monofilament and tape yarn filler (weighted at 195g per square meter) to ensure that the material will not unravel if cut. Panels are to be ten (10) feet wide. Fabric shall conform to, and pass, the ASTM E-84 testing standard, as well as the NFPA701 Test Method 2 standard. The fabric properties are:

o Life expectancy	8 year minimum with continuous sun exposure
o Fading	Minimal after 5 years (3 years for red)
o Stretch	Stentored
o Tear Tests	Warp, 220.5 lbs / Weft, 462,9707 lbs
o Burst Tests	37.7 (psia)
o Fabric Mass	2.43 ~ 2.58 oz/sqft (190 ~ 200gsm)
o Fabric Width	9.8425 feet (3 meters)
o Roll Length	164.04 feet (50 meters)
o Roll Dimensions	62.99″ x 16.5354″ (160 cm x 42 cm)
o Roll Weight	+ 66 lbs (+ 30 kg)
o Minimum Temp	-13° F (-25° C)
o Maximum Temp	+176° F (80° C)

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Shade protection and UV screen protection factors shall be as follows:

Color	Shade %	UV %
Electric Purple	84%	90%
Navy Blue	90%	94%
Royal Blue	86%	94%
Laguna Blue	92%	96%
Turquoise	83%	92%
Rain Forest	89%	96%
Olive	93%	97%
Zesty Lime	83%	92%
Chocolate	92%	93%
Cinnamon	88%	93%
Sunflower Yellow	70%	94%
Arizona	86%	91%
Desert Sand	80%	92%
Terracotta	84%	90%
Black	95%	96%
Silver	88%	93%
White	57%	86%

Stitching and Thread: All sewing threads are to be double-stitched, with no sewing/stitching allowed on-site. Perimeters of the fabric top are to be double lockstitched. All corners shall be

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reinforced with extra non-tear fabric and strapping to properly distribute load(s). Thread shall be GORE™ TENARA® sewing thread, manufactured from 100% expanded polytetrafluoroethylene (PTFE). This mildew-resistant, exterior-approved thread shall meet or exceed the following:

- o Flexible temperature range, with a very low shrinkage factor
- o Extremely high strength; durable in outdoor climates, resists flex and abrasion of fabric
- o Unaffected by cleaning agents, as well as acid rain, mildew, saltwater
- o Rot-resistant, and unaffected by most industrial pollutants
- o Specially treated for prolonged exposure to the sun
- o Lockstitch thread – 1200 Denier or approved equal
- o Chainstitch thread – 2400 Denier or approved equal

Concrete: Concrete work shall be executed in accordance with the latest edition of the American Concrete Building Code, ACI 318. Concrete specifications shall comply as per plans, and as follows:

28-day strength F'c	2,500psi
Aggregate	HR (shall conform to ASTM C-33)
Slump	3 ~ 5
Portland Cement	shall conform to C-150

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All reinforcement shall conform to ASTM A-615, Grade 60, with reinforcing steel detailed, fabricated, and placed in accordance with the latest ACI Detailing and Standard Practice manuals.

Whenever daily ambient temperatures are below 80° F, the Contractor may have mix accelerators and hot water added at the batch plant (see below).

Temperature Range	Acceleration	Accelerator Type
75° ~ 80°F	1%	High Early (non-calcium)
70° ~ 75°F	2%	High Early (non-calcium)
Below 70°F	3%	High Early (non-calcium)

Note: contractor shall not pour concrete when daily ambient temperatures are below 55° F.

Anchor Bolts: All anchor bolts, to be set in new concrete, shall be ASTM F-1554, Grade 55, and shall be hot-dip galvanized. Footings shall be placed in accordance with, and conform to, manufacturer's engineered drawings and specifications.

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Statement of Limited Warranty

1. The structural integrity of all supplied steel is warrantied for ten years.
2. If assembly is provided by the Company, workmanship covering the labor for the removal, assembly and cost of shipping will be covered for one year.
3. All steel surface finishes are warrantied for one year.
4. Shadesure ™, Colourshade ® FR, Extreme 32™, Commercial 95™, SaFRshade™ and Monotec 370™ fabrics all carry a ten-year limited manufacturer's warranty against failure from significant fading, deterioration, breakdown, outdoor heat, cold or discoloration. Should the fabric need to be replaced under the warranty, the Company will manufacture and ship a new replacement fabric at no charge for the first six years, thereafter pro-rated at 20% per year over the last four years. The following are exceptions to the preceding warranty terms:

    a. Shadesure™ fabrics in Red, Yellow, Atomic Orange, Electric Purple, Zesty Lime, Cinnamon, Olive and Mulberry carry a five-year pro-rated warranty;
    b. Fabric canopies attached to Coolbrella™ structures carry a three-year warranty;
    c. Individual canopy tops measuring greater than 40' in length are covered by a non-prorated five-year warranty;
    d. Precontraint 502™ waterproof material is subject to an 8-year pro-rated warranty

5. Thread is warrantied for ten years.

<u>General Limited Warranty Terms and Conditions</u>

- These limited warranties are effective from the date of sale, or, if installation is provided by the Company, upon date of completed installation.
- At its sole discretion, the Company will repair and or/replace defective structures, products or workmanship, or refund that portion of the price related to the defective product, labor or service rendered.
- The Company reserves the right, in cases where certain fabric colors have been discontinued, to offer the Purchaser or Owner a choice of available alternative colors to replace the warranted fabric. The Company does not warranty that any particular color will be available for any period of time, and reserves the right to discontinue any color for any reason, without recourse by the Purchaser or Owner of the continued fabric color.
- Should the Purchaser or Owner sell the structures to another party, the warranty cannot be transferred to the new owner without a complete and thorough on-site inspection performed by a Company representative. Please contact the company at warranty@usa-shade.com for more details.

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- All warranty claims covering Company supplied structures, products and services must be submitted by Purchaser or Owner in writing to the Company within ten days from the date of discovery of the alleged defect and must include a detailed description and photographs of the alleged defect or problem. Warranty claims should be submitted by email to: warranty@usa-shade.com.
- Purchaser or Owner agrees that venue for any court action to enforce these limited warranties shall be in the City or County of Dallas in the State of Texas, USA.
- These limited warranties are void if:
    - the supplied structures, products, services and/or labor are not paid for in full;
    - the structures are not assembled in strict compliance with USA SHADE specifications when installation is not performed by USA SHADE;
    - any changes, modifications, additions or attachments are made to the structures in any way, without prior written approval from the Company and unless specifically engineered by the Company.
- These limited warranties do not cover defects and/or damages caused by:
    - normal wear and tear;
    - misuse, willful or intentional damage, vandalism, contact with chemicals, cuts and Acts of God (i.e. tornado, hurricane, micro/macros burst, earthquake, wildfires, etc.);
    - ice, snow or wind loads in excess of the designed load parameters engineered for the supplied structures;
    - use, maintenance, neglect, repair and/or service inconsistent with the Operation and Maintenance Manual.
- The limited warranties explicitly exclude:
    - workmanship related to assembly not provided by the Company or its agents;
    - fabric curtains, valances and flat vertical panels;
    - fabric canopies installed on structures that were not engineered and originally supplied by the Company;
    - Normal variations in the appearance of galvanized steel.
- **THE COMPANY SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, LIQUIDATED, EXEMPLARY, OR PUNITIVE DAMAGES, OR ANY LOSS OF REVENUE, PROFIT, USE OR GOODWILL, WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, ARISING OUT OF A BREACH OF THIS WARRANTY OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, OPERATION OR REPAIR OF ANY PRODUCT OR SERVICE. IN NO EVENT WILL THE COMPANY BE LIABLE FOR ANY AMOUNT GREATER THAN THE PURCHASE PRICE FOR ANY PRODUCT OR SERVICE PROVIDED BY THE COMPANY.**
- **THE FOREGOING LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR THE COMPANY'S PRODUCTS AND SERVICES, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT. SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING OR PERFORMANCE OR TRADE USAGE. PURCHASER, BY**

USASHADE
& Fabric Structures.

USA Headquarters
DFW International Commerce Park
2580 Esters Blvd., Suite 100
DFW Airport, TX 75261
FedEx and UPS Shipments

Mailing Address
P.O. Box 3467
Coppell, TX 75019
US Postal Service

ACCEPTANCE AND USE OF THIS LIMITED WARRANTY, WAIVES ANY RIGHTS IT WOULD OTHERWISE HAVE TO CLAIM OR ASSERT THAT THIS LIMITED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.

Colourshade ® and Extreme 32™ are registered trademarks of Multiknit Pty. Ltd.
Commercial 95™ and SaFRshade™ are registered trademarks of Gale Pacific USA Inc.
Monotec 370™ is a registered trademark of PRO-KNIT Industries Pty. Ltd.
Precontraint 502™ is a registered trademark of Serge Ferrari North America, Inc.

Owner:_____ Effective Date:_____

Project Address:_____ Name: _____

_____ Signature: _____

_____ Title: _____

WATERPLAY® PRODUCT WARRANTY

Waterplay Solutions Corp.® (Waterplay) is committed to delivering the highest quality products on the market. Waterplay features are built with the best materials, to the most stringent manufacturing standards. Our personal pride and construction confidence are backed by the following warranties:

Material Warranty

Stainless Steel Piping & Weldments	25 years
Aluminum Materials	10 years
Acetyl Nozzles, Urethane*/HDPE	5 years 2
Fiberglass, Acrylic** & Polycarbonate Materials	years 2
Stainless Steel Hardware	years 1
Concrete (play features only)	year
Decals (out of reach of patrons)	1 year
Netting	1 year

Water Distribution Warranty *(built by Waterplay only)*

Water Distribution Skid	10 years
Water Distribution & Recirculation Equipment	2 years 2
Electrical Controllers & Activator Switches	years 2
Kiosk Contents & Hardware	years

Play Feature Warranty

Sound Components	2 years
Moving Parts*** LED	2 years
Components	1 year

Play Feature Finish Warranty

Powder Coated	2 years
Painted (Airbrushed Graphics)	2 years

This warranty does not cover any damage caused by accident, improper care, negligence, normal wear and tear, surface corrosion on metal parts, discolored surfaces, natural fading in feature finish over time and other cosmetic issues or failures due to misuse or vandalism. Features installed in indoor aquatic facilities, coastal areas and areas with high heat and humidity will encounter more discoloring and cosmetic issues.

*Urethane parts may exhibit porosity (small holes), particularly in low durometer (more flexible) parts. This is considered cosmetic only and does not affect the structural integrity of the product. As such, urethane parts with porosity will not be covered under warranty.

**Acrylic sheets may exhibit crazing (internal micro fractures) around edges and holes. This is considered cosmetic onlyand doesnot affect the structural integrity of the product. As such, acrylic parts with crazing will not be covered underwarranty.

***Moving parts includes, but is not limited to: bearings, bushings, hubs, o-rings,Puddlesmembranes,springs, Fidget Nozzle, urethane weir, and other relevant parts as determined by Waterplay.

Moulded and cast parts such as concrete stones may exhibit a parting seam due to the manufacturing process. This seam can vary in color and shape but is deemed cosmetic and does not affect the structural integrity of the product. As such, these are not covered under warranty.

Waterplay staff and/or appointed service agents are prepared with guidelines for maintenance and rapid response assistance should anything go awry. With our reliable support and quality products, Waterplay takes pride in knowing that our customers have a quality system that runs without interruption. Waterplay offers an option to extend your standard warranty on the control panel to 3, 4 or 5 years. Extended warranty commences at expiration of the standard 2 year warranty period and must be purchased by the time the park is commissioned or within 12 months of goods received on site, whichever comes first.

SAFETY

In situations where Waterplay products are utilized for any purpose other than those approved by Waterplay, the customer will be held fully responsible. In addition, Waterplay will not be held responsible for the operation, function, performance, misuse, injuries, or claims resulting from any other products installed within proximity to water structures manufactured by Waterplay.

CONDITIONS

1. Park registration process must be complete prior to a warranty claim being processed

http://www.waterplay.com/en/park-registration/

2. All warranties commence upon receipt of goods on site and are only valid if Waterplay equipment is installed in accordance with Waterplay specifications and installation instructions. Waterplay will not cover warranty issues resulting from installation errors.

3. Modifications to Waterplay equipment without prior written approval will void all warranties covered by this document. 4. Warranties are limited to the value of parts and components sold. The client is responsible for the cost of removing and replacing warranted parts/features, the cost for shipping of warranty items to the client site and the return of defect items to Waterplay (if required).

5. All warranty claims against shipping damages or missing parts will be in accordance with the Terms & Conditions of the Purchase Agreement.

6. It is the responsibility of the owner to inspect all aspects of their facility at regular intervals. All maintenance shall be performed in accordance with the Waterplay Owner's Manual and documented in an approved log book.

7. Waterplay does not assume responsibility for damage resulting from extreme weather conditions such as flooding, fires, lightning or any act of force majeure. Waterplay does not warrant defects or damage caused by water supply or quality of utilities nor does it warrant landscaping, site amenities or surfacing in areas where Waterplay products are installed.

8. Waterplay does not warrant defects or damage caused by water supply or quality of utilities. When water is being captured and treated with a water treatment system, chemical levels must be actively monitored; failure to maintain

proper water chemistry as per the water treatment guidelines in the WaterplayOwner'sManualwill void warranty. Salt chlorination treatment of any kind is not permitted.

9. Any warranty issues are governed by the laws of the province of British Columbia, Canada.
10. Warranty claims will only be processed for accounts considered to be in good standing at the time the claim is made.
11. The foregoing warranties are exclusive and in lieu of all other warranties. There shall be no liability for incidental or consequential damages.
12. Waterplay reserves the right to develop, improve, change or discontinue any product and/or specification without notice and is has no obligation to retrofit these changes into existing parks.
13. Any third party products sold as part of the Waterplay package are subject to the warranty provided by the third party and do not form part of the warranty.

AMERISTAR PERIMETER SECURITY
Montage® Residential - Steel Ornamental Fence System – Fusion Welded
CONSTRUCTION SPECIFICATION - SECTION 32 31 19

PART 1 - GENERAL

1.01 WORK INCLUDED

The contractor shall provide all labor, materials and appurtenances necessary for installation of the welded ornamental steel fence system defined herein at (specify project site).

1.02 RELATED WORK

Section __ __ __ - Earthwork
Section __ __ __ - Concrete

1.03 SYSTEM DESCRIPTION

The manufacturer shall supply a total fence system of (specify Montage® standard picket space or Montage Pool, Pet & Play® 3" air space) ***Welded and Rackable*** (ATF – All Terrain Flexibility) Ornamental Steel, (for standard picket space, specify Classic™, Majestic™, Genesis™, Warrior™, Crescent™; for 3" air-space specify Classic™, Majestic™, Genesis™, or Gemini™) design. The system shall include all components (i.e., panels, posts, gates and hardware) required.

1.04 QUALITY ASSURANCE

The contractor shall provide laborers and supervisors who are thoroughly familiar with the type of construction involved and materials and techniques specified.

1.05 REFERENCES

ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy Coated (Galvannealed) by the Hot-Dip Process.
ASTM B117 - Practice for Operating Salt-Spray (Fog) Apparatus.
ASTM D523 - Test Method for Specular Gloss.
ASTM D714 - Test Method for Evaluating Degree of Blistering in Paint.
ASTM D822 - Practice for Conducting Tests on Paint and Related Coatings and Materials using Filtered Open-Flame Carbon-Arc Light and Water Exposure Apparatus.
ASTM D1654 - Test Method for Evaluation of Painted or Coated Specimens Subjected to Corrosive Environments.
ASTM D2244 - Test Method for Calculation of Color Differences from Instrumentally Measured Color Coordinates.
ASTM D2794 - Test Method for Resistance of Organic Coatings to the Effects of Rapid Deformation (Impact).
ASTM D3359 - Test Method for Measuring Adhesion by Tape Test.
ASTM F2408 – Ornamental Fences Employing Galvanized Steel Tubular Pickets.

1.06 SUBMITTAL

The manufacturer's literature shall be submitted prior to installation.

1.07 PRODUCT HANDLING AND STORAGE

Upon receipt at the job site, all materials shall be checked to ensure that no damage occurred during shipping or handling. Materials shall be stored in such a manner to ensure proper ventilation and drainage, and to protect against damage, weather, vandalism and theft.

1.08 PRODUCT WARRANTY

A. Allstructuralfence components (i.e. rails, pickets, and posts) shall be warranted within specified limitations, by the manufacturer as stated in theMontage productwarranty. Warranty shall cover any defects in material finish, including cracking, peeling, chipping, blistering or corroding.

B. Reimbursement for labor necessary to restore or replace components that have been found to be defective under the terms of manufactures warranty shall be guaranteed for five (5) years from date of original purchase.

PART 2 - MATERIALS

2.01 MANUFACTURER

The fence system shall conform to (specify Montage® standard picket space or Montage Pool, Pet & Play® 3" air space) ***Welded and Rackable*** (ATF – All Terrain Flexibility) Ornamental Steel, (for standard picket space, specify Classic™, Majestic™, Genesis™, Warrior™ Crescent™; for 3" air-space specify Classic™, Majestic™, Genesis™, or Gemini™) design, (specify extended picket or flush) bottom rail treatment, (specify 2-Rail or 3-Rail) style manufactured by Ameristar Perimeter Security USA Inc., in Tulsa, Oklahoma.

2.02 MATERIAL

A. Steel material for fence panels and posts shall conform to the requirements of ASTM A653/A653M, with a minimum yield strength of 45,000 psi (310 MPa) and a minimum zinc (hot-dip galvanized) coating weight of 0.60 oz/ft^2 (184 g/m^2), Coating Designation G-60.

B. Material for pickets shall be 5/8" square x 18 Ga. tubing. The rails shall be steel channel, 1.25" x 0.92" x 14 Ga. Picket holes in the rail shall be spaced (specify 4.334" o.c. for standard picket space or 3.500" o.c. for 3" air space). Fence posts shall be a minimum of 2" square x 16 Ga. Gate posts shall meet the minimum requirements of Table 1.

2.03 FABRICATION

A. Pickets, rails and posts shall be pre-cut to specified lengths. Rails shall be pre-punched to accept pickets.

B. Pickets shall be inserted into the pre-punched holes in the rails and shall be aligned to standard spacing using a specially calibrated alignment fixture. The aligned pickets and rails shall be joined at each picket-to-rail intersection by Ameristar's proprietary fusion welding process, thus completing the rigid panel assembly (Note: The process produces a virtually seamless, spatter-free good-neighbor appearance, equally attractive from either side of the panel).

C. The manufactured panels and posts shall be subjected to an inline electrode position coating (E-Coat) process consisting of a multi-stage pretreatment/wash, followed by a duplex application of an epoxy primer and an acrylic topcoat. The minimum cumulative coating thickness of epoxy and acrylic shall be 2 mils (0.058 mm). The color shall be Black. The coated panels and posts shall be capable of meeting the performance requirements for each quality characteristic shown in Table 2 (Note: The requirements in Table 2 meet or exceed the coating performance criteria of ASTM F2408).

D. The manufactured fence system shall be capable of meeting the vertical load, horizontal load, and infill performance requirements for Residential weight fences under ASTM F2408.

E. Gates shall be fabricated using welded ornamental panel material and gate ends having a 1-1/4" square cross-sectional size. All rail and upright intersections shall be joined by welding. All picket and rail intersections shall also be joined by welding.

PART 3 - EXECUTION

3.01 PREPARATION

Allnewinstallationshallbe laid out by the contractor in accordance with the construction plans.

3.02 FENCE INSTALLATION

Fence postshall be spaced according to Table 3, plus or minus ½". For installations that must be raked to follow sloping grades, the post spacing dimension must be measured along the grade. Fence panels shall be attached to posts with brackets supplied by the manufacturer. The "Earthwork" and "Concrete" sections of this specification shall govern material requirements for the concrete footer.

3.03 FENCE INSTALLATION MAINTENANCE

Whencutting/drilling railsor posts adhereto the following steps to seal the exposed steel surfaces; 1) Remove all metal shavings from cut area. 2) Apply zinc-rich primer to thoroughly cover cut edge and/or drilled hole; let dry. 3) Apply 2 coats of custom finish paint matching fence color. Failure to seal exposed surfaces per steps 1-3 above will negate warranty. Ameristar spray cans or paint pens shall be used to prime and finish exposed surfaces; it is recommended that paint pens be used to prevent overspray. Use of non-Ameristar parts or components will negate the manufactures' warranty.

3.04 GATE INSTALLATION
Gateposts shall be spaced according to the manufacturers' gate drawings, dependent on standard out-to-out gate leaf dimensions and hardware selected. Type and quantity of gate hinges shall be based on the application; weight, height, and number of gate cycles. The manufacturers' gate drawings shall identify the necessary gate hardware required for the application. Gate hardware shall be provided by the manufacturer of the gate and shall be installed per manufacturer's recommendations.

3.05 CLEANING
Thecontractorshallclean the jobsite of excess materials; post-hole excavations shall be scattered uniformly away from posts.

Table 1 – Minimum Sizes for Montage Gate Post

Gate Leaf	Gate Height	
	Up To & Including 4'	Over 4', Up To & Including 6'
Up To & Including 4'	2" x 16 Ga.	2" x 16 Ga.
Over 4'1", Up To & Including 6'	2" x 16 Ga.	2-1/2" x 16 Ga.
Over 6'1", Up To & Including 8'	2-1/2" x 16 Ga.	2-1/2" x 16 Ga.

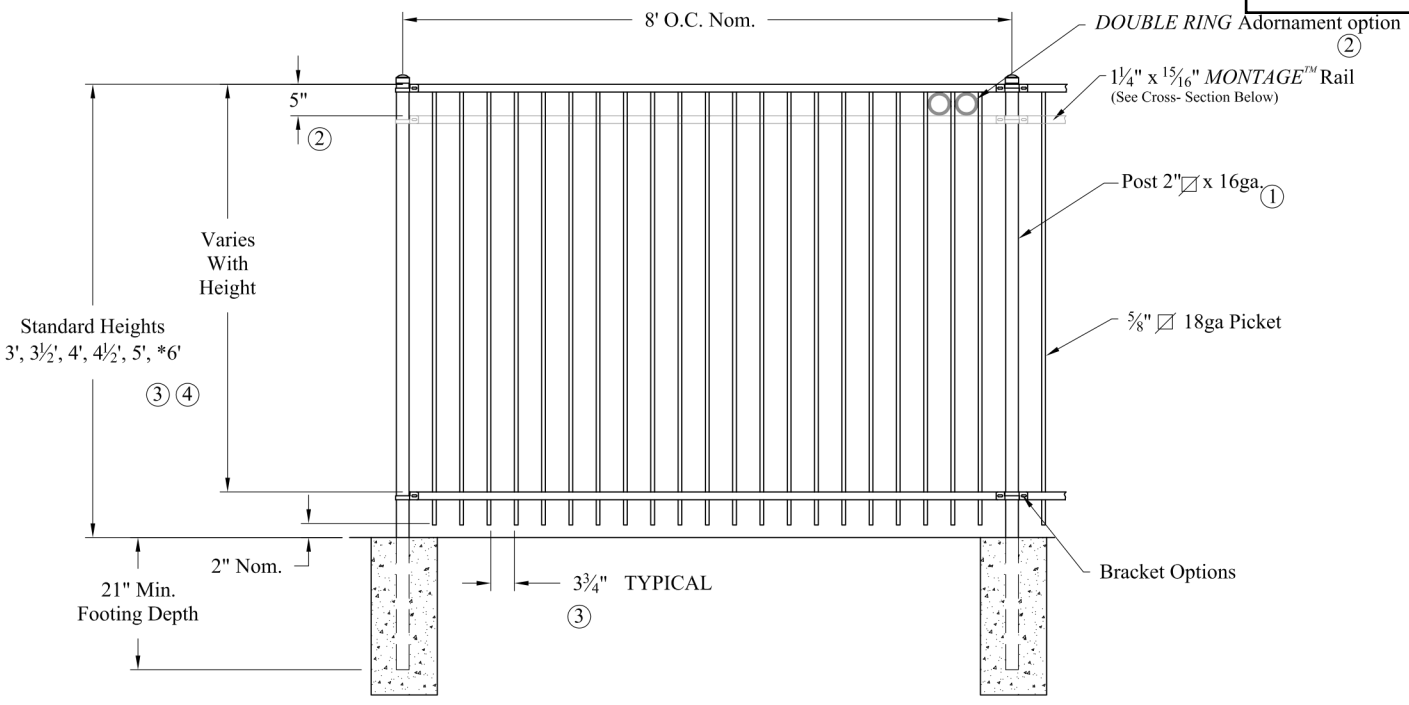
Table 2 – Coating Performance Requirements

Quality Characteristics	ASTM Test Method	Performance Requirements
Adhesion	D3359 – Method B	Adhesion (Retention of Coating) over 90% of test area (Tape and knife test).
Corrosion Resistance	B117, D714 & D1654	Corrosion Resistance over 1,000 hours (Scribed per D1654; failure mode is accumulation of 1/8" coating loss from scribe or medium #8 blisters).
Impact Resistance	D2794	Impact Resistance over 60 inch lb. (Forward impact using 0.625" ball).
Weathering Resistance	D822, D2244, D523 (60° Method)	Weathering Resistance over 1,000 hours (Failure mode is 60% loss of gloss or color variance of more than 3 delta-E color units).

Table 3 – Montage - Post Spacing By Bracket Type

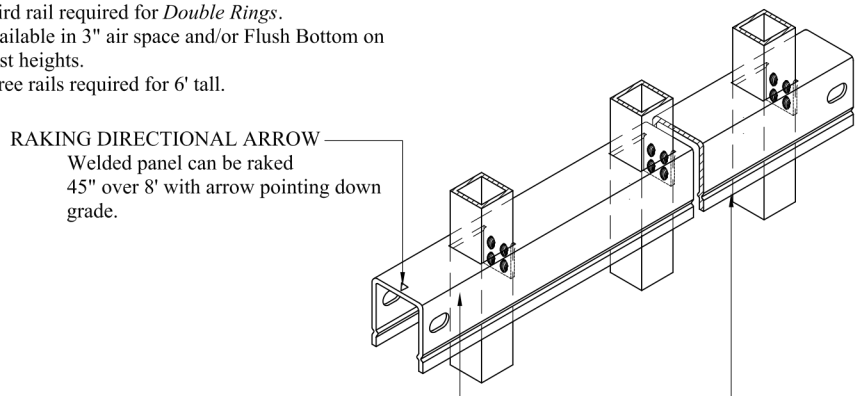
Span	For CLASSIC, GENESIS, MAJESTIC, WARRIOR, CRESCENT, GEMINI 8' Nominal (94" Rail)			
Post Size	2"	2"	2"	2"
Bracket Type	Montage Universal (BB102)	Montage Line Boulevard (BB104)	Montage Flat Mount (BB105)	Montage Swivel (BB106)
PostSettings ±½"O.C.	96-3/4"	96-3/4"	96-3/4"	96-3/4"

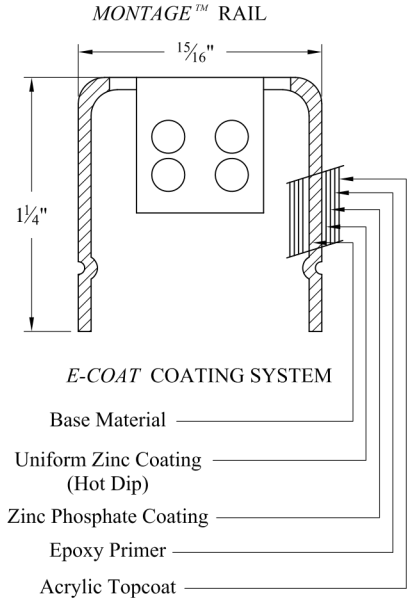
* Note: When using BB106 swivel brackets on either or both ends of a panel installation, care must be taken to ensure the spacing between post and adjoining pickets meets applicable codes. This will require trimming one or both ends of the panel.

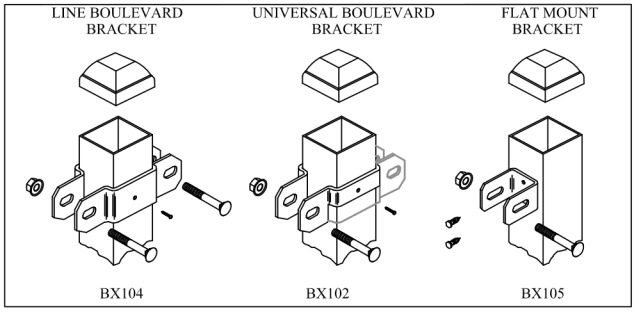


NOTES:

1.) Post size depends on fence height and wind loads. See *MONTAGE™* specifications for post sizing chart.
2.) Third rail required for *Double Rings*.
3.) Available in 3" air space and/or Flush Bottom on most heights.
4.) Three rails required for 6' tall.







RESIDENTIAL WELDED STEEL PANEL

PRE-ASSEMBLED

Values shown are nominal and not to be used for installation purposes. See product specification for installation requirements.

RMISO

Title: **MONTAGE MAJESTIC 2/3-RAIL**

DR: CI	SH . 1of 1	SCALE: DO NOT SCALE	
CK: ME	Date 7-19-11		REV: c

AMERISTAR®
1555 N. Mingo
Tulsa, OK 74116
1-888-333-3422
www.ameristarfence.com



TechnicalSpecifications

Themainstructureismadefrom3mmthickcarbonsteel (using S235JRSteel),withthemainsupportpost4.5".Weuse the latest production techniques like Laser cutting and Robot welders.

TheequipmentisthensubjectedtoaSandblasting(SA2.5). Process followed by a powdered zinc process (AkzoNobel's*InterponPZ66060-80µm)before a final powder coat finish (Akzo Nobel's Interpon D3660-80µm)onourautomaticpaintproduction line. This Process is in accordance with AkzoNobel'sguidelinesandgivesusaC4Category(Highly corrosive areas). This process has been testedto 3000hoursinoursaltspraytester.

Thecaps, basecoversandseatsaremadefromAcrylonitrile Butadiene Styrene (ABS) and have been testedin ourUVclimatetestchamberaswellasourconstant temperature and humidity test chamber reaching temperaturesof-86–140Fandbetween20– 98% humidity. Testing lasts 3000 hours in both machines.

The Impact attenuating edges are made from rubber and also go through the same testing as the foot rests caps and base covers.

The hardware (tamper-resistant) and sealed bearings are all high grade stainless steel tamper proof fixings and sealed bearings that have also been through 3000 hours of salt spray testing.

***Akzo Nobel is a global leader in paints and coatings, and consistently recognized as one of the leaders of sustainability.**

WARRANTY

WARRANTY

Limited 25-year warranty on main post

Limited 5-year warranty on seats and backrests
Limited 5-year warranty on moving parts and bearings
Limited 3-year warranty on hydraulic pistons
Limited 2-year warranty on any rubber or other plastic parts

All warranties cover failure due to manufacturing defects. This warranty does not cover normal wear and tear, such as scratches or dents caused by normal use, or any normal level of rusting due these.

Warranty is only valid if the equipment is installed and maintained in conformity to ExoFit's installation and maintenance procedures furnished by ExoFit Outdoor Fitness.

SUPPORT

Upon written notification to ExoFit of a product's failure to conform to any the aforementioned warranties during the applicable period. ExoFit shall ship the required part(s) to the site free of charge, but will not responsible for providing the labor of cost of labor for removing defective part(s) or installing replace part(s). ExoFit's will warranty the replacement part(s) for the balance of the original warranty period.

Furthermore, no representation, oral or written, of any individual may be substituted for this exclusive limited warranty. To the extent permitted by law. ExoFit shall not be liable for any direct, indirect, special incidental or consequential damages, which are expressly excluded from the sale of its product.

To make a claim under the terms of this warranty, please contact ExoFit Customer Support at Info@Exo.Fit. Please include photos or videos in your email.

ONGOING CUSTOMER SUPPORT



At least 33% of playground accidents could be avoided with a planned maintenance program.

National Playground Safety Institute

Pelican Playgrounds Preservation Program

Keeping children safe is a top priority for us all. The Pelican Playgrounds Preservation Program is our proactive maintenance program designed to help ensure your playground continues to meet optimal safety and quality over time.

We would provide our Preservation Program services as a complimentary benefit to the City of Gluckstadt if awarded the contract.

Our service includes:

- A walkthrough and visual check by a Certified Playground Safety Inspector
- A review of equipment and components for structural or finish damage
- Assessment of current safety surfacing
- Inspection and tightening of playground hardware
- Replacement of stainless steel hardware as needed
- A written program report of findings with accompanying photographs and all items fixed/installed during onsite visit

Learn more at bit.ly/Preservation-Program.

Our proposal includes one year of complimentary playground inspection

Preserve your playground & protect what you love

ABOUT PELICAN PLAYGROUNDS PRESERVATION PROGRAM

WeserviceSchools,Parks,ApartmentComplexes, Homeowner Associations, and any other commercial playground locations catering to our friends and neighbors in Louisiana and Mississippi public use. We are able to provide our Pelican Playgrounds Preservation Program services to all customers. Call us to set up a proactive maintenance program today!

WHAT IT COSTS

- The amount of use the playground routinely gets will be the determining factor in what maintenance program to select.
  - ·Single-site annual walkthrough: **$800**
  - ·Single-site bi-annual walkthroughs: **$1,350**
  - ·Single-site quarterly walkthroughs: **$1,950**
  - ·Sites with multiple play areas may result in additional costs. Multi-site discounts available.
  - ·PlayArmor and powerwashing services available
- Custom Playground Preservation Programs available
  - ·We may recommend a custom maintenance program after an initial visit and based on the amount of use and need. In order to provide you with optimal safety standards and quality of service, price quotes are customized based on the site of the playground(s).

WHAT IT INCLUDES.

WALKTHROUGH & VISUAL CHECK

- Performed by a Certified Playground Safety Inspector
- Review of equipment and components for structural or finish damages
- Assess current safety surfacing

HARDWARE

- Any loose bolts, screws, castings, fasteners will be tightened as needed
- Includes stainless steel replacement hardware that may be missing, worn, or broken on your equipment

PROGRAM REPORT

- You will receive a written report of findings with accompanying photographs
- Includes all items fixed/ hardware installed during the onsite visit

BENEFITS.

- It has been estimated that at least 33% of playground accidents could be avoided with a planned maintenance program (National Playground Safety Institute).
- Your equipment will remain in proper working order, allowing kids to play freely while reducing the risk of injury.
- Our staff can identify parts that need replacement while still under warranty.
- Utilize our detailed reports for insurance and historical documentation purposes.
- Our service will be cheaper than training an employee to simply catch up to our level of expertise. Now you can reduce the amount of time your staff spends on the playground and focus primarily on school-related maintenance activities.

PELICAN PLAYGROUNDS

t: 504.909.6544
e: info@pelicanplaygrounds.com
w: pelicanplaygrounds.com

@pelicanplaygrounds
@pelicanplayla
@pelicanplaygrounds

The Playground Preservation Program is meant to complemen
maintenance program. Please refer and follow the manufactu
maintenance requirements.
Walkthroughs are scheduled once PO or deposit is received fo
available date.
Some replacement hardware exclusions apply.

SECTION 7

CERTIFICATIONS

ASTM INTERNATIONAL
Standards Worldwide

NRPA
NATIONAL RECREATION AND PARK ASSOCIATION

AMERICANS WITH DISABILITIES ACT
ADA COMPLIANT

CONSUMER PRODUCT SAFETY COMMISSION
UNITED STATES

CPSI
Certified Playground Safety Inspector

RECREATION INSTALLATION SPECIALIST CERTIFICATION PROGRAM
COMPLIANT TO ASTM F3699
National Playground Contractors Association, Inc.

June 24th, 2025

RE: Sole Source Letter

To Whom it May Concern:
This letter is to confirm that Pelican Playgrounds is the exclusive authorized contracted dealer for Playworld in the states Louisiana and Mississippi. Further, they are the exclusive agency to design, sell and install our equipment.

If I can be of further assistance, please do not hesitate to contact me directly.

Sincerely,



Kristi M. Teats
Customer Service Manager
Playworld
kristit@playworld.com
570-522-5447

SAFETY & STANDARDS

CERTIFICATIONS

Playworld adheres to the following certifications to bring the safest, highest quality play equipment to your community.

European Norm

The European Norm (EN) covers general safety requirements and test methods. Look for "EN1176" in our Products section of the website to see Playworld's EN-compliant products.

Singapore Standard

Playworld products are compliant with the Singapore Standard, a widely used standard throughout Asia primarily based on ASTM standards.

CPSIA

Playworld is in full compliance with the material, testing, and reporting requirements of the Consumer Products Safety Improvement Act of 2008 (CPSIA). We are below the lead content in paint and substrate limits.

ROHS

Playworld products are compliant with the European Union's Restriction of Hazardous Substances (RoHS), which restricts the use of specific hazardous materials in electrical and electronic products. All Playworld's electronic products are RoHS compliant.

IPEMA

Playworld is a founding member of the International Play Equipment Manufacturers Association (IPEMA), a member-driven organization whose mission is to assist in providing safe environments for children to play. In the interest of playground safety, IPMEA provides a third-party certification service, whereby a designated independent laboratory (TUV America) validates a participant's certification of conformance to the following standards:

ASTMI Standard F1487:

Standard Consumer Safety Performance Specification for Playground Equipment for Public Use

CAN/CSA Z614:

Guidelines on Children's Play Spaces and Equipment in Canada.

ASTM F1292:

Standard Specification for Impact Attenuation Under and Around Playground Equipment.

ISO Certification

Playworld is proud to be ISO certified by SGS, the world's leading inspection, verification, testing, and certification company. ISO (International Organization for Standardization) is an independent, international organization that develops and promotes market-relevant standards that support innovation, quality, safety, and efficiency. ISO 9001 sets criterion for a company's commitment to and performance in manufacturing and shipping high-quality products. ISO 14001 sets the standard for an organization's environmentally responsible manufacturing.

ss_The-Playworld-Difference • 10.05.23 • Playworld Systems®, Inc. is a PlayPower,® Inc. company. © 2023 Playworld Systems®, Inc. All rights reserved.

PLAYWORLD
The world needs play.

Factory Certified Installer

This certifies that Pelican Playgrounds has successfully fulfilled the requirements and meets the criteria to become a Playworld factory-certified installer.

3/25/2027

Expiration Date

Chad Willow

Product Support Manager

Jeanne Bernt

Regional Sales Director, Eastern

CPSI

National Recreation and Park Association

Let it be known that

CHARLES WILCOX

has met the requirements of the standards set forth by the
National Certification Board
and is hereby granted certification as a

Certified Playground Safety Inspector

CHAIRPERSON

NRPA PRESIDENT AND CEO

Certified Playground Safety Inspector

August 19, 2026
DATE CERTIFIED

67671-901
CERTIFICATION NUMBER

September 01, 2029
EXPIRATION DATE

NATIONAL RECREATION AND PARK ASSOCIATION

1049

CPSI

National Recreation and Park Association

Let it be known that

DANA GRUBBS

has met the requirements of the standards set forth by the
National Certification Board
and is hereby granted certification as a

Certified Playground Safety Inspector



CHAIRPERSON



NRPA PRESIDENT AND CEO



March 31, 2025

DATE CERTIFIED

63619-0331

CERTIFICATION NUMBER

March 31, 2028

EXPIRATION DATE

NATIONAL RECREATION AND PARK ASSOCIATION

State of Mississippi

BOARD OF CONTRACTORS

ACTIVE

PELICAN PLAYGROUNDS LLC
5208 MAGAZINE ST. #116
NEW ORLEANS, LA 70115

is duly registered and entitled to perform

PLAYGROUND & RECREATION EQUIPMENT

We have hereunto set our hand and caused the Seal of the Mississippi Board of Contractors to be affixed this 20 day of Dec., 2025

CERTIFICATE OF RESPONSIBILITY
No. 24001-SC
Expires Dec. 20, 2026

Joel A. Caudle

CHAIRMAN OF THE BOARD

State of Mississippi

BOARD OF CONTRACTORS

ACTIVE

G B U CONSTRUCTION TEAM LLC
3265 DRUSILLA LANE
BATON ROUGE, LA 70809
is duly registered and entitled to perform
PLAYGROUND & RECREATION EQUIPMENT

We have hereunto set our hand and caused the Seal of the Mississippi Board of Contractors to be affixed this 28 day of Aug., 2026

CERTIFICATE OF RESPONSIBILITY
No. 26139-SC
Expires Aug. 28, 2027

Joel A. Cundell,
CHAIRMAN OF THEBOARD

*** To ensure the validity of this contractor, please verify this certificate by searching the license number at msboc.us! ***

ACORD

CERTIFICATE OF LIABILITY INSURANCE

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	CONTACT NAME: Robbie Rhodes	
InSight Insurance - Ponchatoula 1133 US-51 Ponchatoula LA 70454	PHONE (A/C, No, Ext): (985) 242-4300	FAX (A/C, No):
	E-MAIL ADDRESS: robbie@insighthelps.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Kinsale	38920
INSURED	INSURER B : Progressive	24260
Pelican Playgrounds LLC 5208 Magazine St #116 New Orleans LA 70115	INSURER C : Chubb / ace American	22667
	INSURER D : Kinsale	38920
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			0100356254	03/11/2026	03/11/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			975673068	12/14/2025	12/14/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
D	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			20692865	03/11/2026	03/11/2027	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		27727-21	01/03/2026	01/03/2027	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

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

Robbie Rhodes

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The ACORD name and logo are registered marks of ACORD

Michael Watson
SECRETARY OF STATE

Office of the Secretary of State
Jackson, Mississippi

Certificate of Good Standing

I, MICHAEL WATSON, Secretary of State of the State of Mississippi, and as such, the legal custodian of the records as required by The Mississippi Registration of Foreign Limited Liabilities Company Act to be filed in my office do hereby certify:

PELICAN PLAYGROUNDS LLC

Registered the 31st day of August, 2020

A Louisiana LIMITED LIABILITY COMPANY has filed the necessary documents in this office and has obtained a certificate of registration to do business in this state, under the provisions of The Mississippi Registration of Foreign Limited Liability Companies Act as shown by the records in this office.

I further certify that said Limited Liability Company has filed in this office an appointment of registration for service of process, with written acceptance endorsed thereon, and/or power of attorney, designating its agent and/or attorney for service of process in this State as:

Eric Hatten
125 S Congress St , #1336
Jackson, MS 39201

I further certify that said Limited Liability Company has paid the fees for filing the above papers required by law as shown by the records of this office, and that said Limited Liability Company is in good standing to do business in Mississippi at this time.

Given under my hand and seal of office
the 2nd day of October, 2026

Michael Watson

Certificate Number: CN26253998
Verify this certificate online at http://corp.sos.ms.gov/corpconv/verifycertificate.aspx

SECTION 8

REFERENCES







UMMC - Robbie Hughes Playground
Virgil Lamkin - 769.233.3797



Leake County Elementary School
Melissa Smith 601.416.7783

REFERENCES





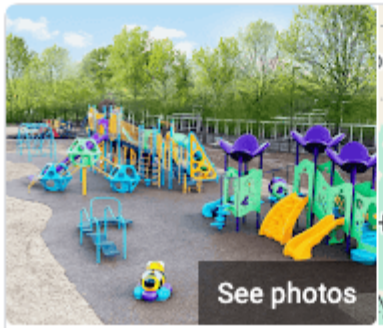




Poplarville Upper Elementary
Judson Neciase 601.795.8303

Heritage Properties
Corey Thames 601.260.5007

REFERENCES





Pelican Playgrounds

5.0 ★★★★★ 10 Google reviews

Playground equipment supplier

Jason Asbill
Local Guide · 13 reviews · 1 photo

★★★★★ 8 months ago

Lauren and her team really know how to make the process easy and fun. They care about the communities where they build and bring a personal touch to all their projects. Highly recommend!

Hover to react

Tara Scott
2 reviews

★★★★★ 5 years ago

I can't say enough good things about Pelican Playgrounds!! It was an intimidating project to tackle with a limited budget. The playground team reached out to Lauren as well as a couple of other companies. Lauren is the one who responded and was in our office within a couple of days with very much support from the beginning. She walked us through many aspects from showing us items in our budget, maximizing our purchase with options of levels of building support, color coordinating, designs from an architect that met all the state requirements for the age group etc. When we chose a community build she walked us through the process every step of the way and when she and Mike showed up for the build days, it was GAME ON! We had media coverage because of the awesome community support and Lauren even helped with the news release. Unbelievable experience with an incredible company!! Check out the amazing build video in time lapse format along with the drone footage posted on their facebook page . Tara Scott Prek Coordinator BWSD.

Jimmy Henderson
2 reviews · 10 photos

★★★★★ 3 years ago

Pelican Playgrounds was a class act to work with! They made the process of going from ideas to plans to realization easy. They built high quality, sturdy, and beautiful play equipment and areas. We will use them again, and we recommend them to all schools, communities, and organizations.







❤️🙏 2

Pelican Playgrounds (Owner)
3 years ago

Jimmy, thank you for your kind words. Everyone we encountered from Leake County School District was a delight. The passion that these educators bring to their work every single day even trickles over to playground planning. Projects like this one for Leake County Elementary School ground us in the important work of providing safe, inclusive, play spaces for all kids. We can't wait for the next one!

Michelle Smith
1 review

★★★★★ 3 years ago

Working with Pelican Playground was so simple and easy. Alex and Lauren took care of all of our school's playground needs. Affordable, friendly, quick, and customer service from Alex went over and beyond!! Give them a call for all of your playground needs!

🙏 1

Pelican Playgrounds (Owner)
3 years ago

Michelle, thank you so much for your kind words. We've loved our multiple projects with North Pike School District. Hope you, your staff, and students have a wonderful school year!

SECTION 9

REQUIRED PER MS CODE 31-3-21 FOR PUBLIC BIDS

When a nonresident contractor submits a bid for a public project, he shall attach thereto a copy of his resident state's current preference law, if any, pertaining to such state's treatment of nonresident contractors. Any bid submitted by a nonresident contractor which does not include the nonresident contractor's current state law shall be rejected and not considered for award.

Louisiana State Legislature

Laws | Bills | Sessions | House | Senate | Committees | Legislators | My Legis

< RS 38:2225 >

§2225. Preference in letting contracts for public work

A. If a nonresident contractor bidding on public work in the state of Louisiana is domiciled in a state that provides a percentage preference in favor of contractors domiciled in that state over Louisiana resident contractors for the same type of work, then every Louisiana resident contractor shall be granted the same preference over contractors domiciled in the other state favoring contractors domiciled therein whenever the nonresident contractor bids on public work in Louisiana.

B. Any local law, either by legislative act or otherwise, ordinance, or executive order enacted prior to the effective date of this Act, or enacted hereinafter in conflict with this Section, or granting any local contractor or subcontractor preference over other Louisiana resident contractors shall be contrary to the provision of this Section.

C. The Department of Transportation and Development and the office of facility planning and control within the division of administration shall keep on file a list of all states with a bid preference.

D. The provisions and requirements of this Section shall not be waived by any public entity.

Acts 1983, No. 43, §1, eff. June 17, 1983. Acts 1984, No. 894, §2; Acts 2014, No. 759, §1.

1058

If you experience any technical difficulties navigating this website, click here to contact the webmaster.
P.O. Box 94062 (900 North Third Street) Baton Rouge, Louisiana 70804-9062

Thank you!



Alex Wilcox | Mississippi Territory Manager

601-510-4511

awilcox@pelicanplaygrounds.com

www.pelicanplaygrounds.com

PELICAN PLAYGROUNDS

SEALED BID

Playground for Gluckstadt Community Park

Bid Opens: October 2, 2026 at 2:00 PM

Bidder: Struthers Recreation, LLC
PO Box 1178
Pelham, AL 35124

MS Certificate of Responsibility No.: 24450-SC

Addenda Received: 1

CONSTRUCTION DOCUMENTS

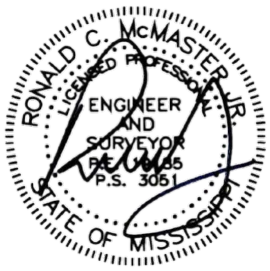
For
PLAYGROUND FOR GLUCKSTADT COMMUNITY PARK

Located in
CITY OF GLUCKSTADT
MADISON COUNTY, MISSISSIPPI

Prepared for
MAYOR AND BOARD OF ALDERMEN
CITY OF GLUCKSTADT, MISSISSIPPI



Prepared by
McMaster & Associates, Inc.
212 Waterford Square
Suite 300
Madison, Mississippi 39110



MA Project No. M-3442-1
September 3, 2026

BIDDER CHECK LIST

(Items requiring completion and/or signature at bid letting)

✓ Envelope has required information on outside and is sealed. (See Section 002113)

✓ Affidavit regarding Non-Collusion, Debarment and Suspension, etc.: Executed (signed and notarized) in duplicate.

✓ Bidder's Proposal - All pages Completed and Executed.

✓ Proposal Guaranty

✓ Any issued addenda included and acknowledged as required.

✓ Non-resident Bidders: A copy of the current laws regarding any preference for local Contractors from state wherein domiciled have been included.

DO NOT remove any part of the contractor documents. A stripped proposal is considered as an irregular bid and will be cause for rejection.

This checklist is to assist the contractor in the submission of a complete Bid Proposal. This checklist in no way relieves the contractor of the responsibility to submit a complete Proposal. Failure to complete any or all of the applicable requirements will be cause for the proposal to be considered irregular.

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END OF SECTION

SECTION 001113
ADVERTISEMENT FOR BIDS

Sealed bids for the construction of the Playground for Gluckstadt Community Park for the City of Gluckstadt, Mississippi, will be received by Public Works at City Hall, 343 Distribution Drive, Gluckstadt, MS 39110, until 2:00 P.M., October 2, 2026, and shortly thereafter publicly opened and read aloud. Electronic bids will be received at www.centralbidding.com and shall include a copy of their Certificate of Responsibility as an attachment to the electronic bid. Bids received after this time will not be accepted and will be returned unopened. All bids shall be clearly marked "PLAYGROUND FOR GLUCKSTADT COMMUNITY PARK" with the date and time of the bid opening on the outside of the sealed envelope. Each bidder shall write his Certificate of Responsibility number and Mississippi License number on the outside of the sealed envelope containing his bid.

A pre-bid meeting will be held on September 15, 2026, at 1:00 P.M. at City Hall located at 343 Distribution Drive, Gluckstadt, MS 39110.

The City of Gluckstadt hereby notifies all Bidders that it will affirmatively ensure that disadvantaged and women-owned business enterprises will be afforded the full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Contract Time is as follows:
The Contractor shall complete all Work by August 31, 2027, based on the anticipated award of the Contract following receipt, review, and approval of bids.

It is recommended by the Owner/Engineer that the bidder submit three projects of similar scope and size for review and evaluation. The contract, if awarded, will be awarded to the lowest and best bidder as determined by the Mayor and Board of Aldermen of the City of Gluckstadt, Mississippi. The Mayor and Board of Aldermen for the City of Gluckstadt, Mississippi reserves the right to reject any and all bids and to waive any informalities or irregularities in the bids received.

Bidders must be qualified under Mississippi Law and show a current Certificate of Responsibility issued by the Mississippi Board of Public Contractors establishing classification as to the value and type of construction work on which he is authorized to bid.

Plans and Contract Documents may be ordered at www.centralbidding.com and are on file at McMaster & Associates, Inc. located at 212 Waterford Square, Suite 300 Madison, Mississippi 39110. Please notify the office in advance if you plan to pick up hard copies of these documents at McMaster & Associates, Inc. For any questions regarding the bid, please contact Kohl Bailey with McMaster & Associates, Inc. by email at kohl@mcmastereng.com or by phone at (601) 605-1090, Ext. 106.

Each bid shall be accompanied by a Certified Check on a solvent bank or a Bidder's Bond issued by a Surety Company licensed to operate in the State of Mississippi, in the amount of five (5) percent of his bid, payable to the City of Gluckstadt, Mississippi as bid security. The successful Bidder will be required to execute a Performance Bond and a Payment Bond, each in the amount of 100 percent of the Contract issued by a Surety company licensed to operate in the State of Mississippi. Bidders shall submit a current financial statement if requested by the city. Attorneys-in-fact who sign Payment Bonds must file with each bond a certified and effective dated copy of their Power of Attorney.

The bidder shall guarantee to hold his bid good and may not withdraw his bid for a period of 60 calendar days after the scheduled closing time for receiving bids.

Publication Dates:
September 3, 2026
September 10, 2026

Mayor Walter C. Morrison, IV,
City of Gluckstadt,
Mississippi

SECTION 002113
INSTRUCTIONS TO BIDDERS

1. **RECEIPT OF BIDS**

The City of Gluckstadt, hereinafter called the Owner, invites bids on the proposal form(s) enclosed, for work described herein, for which all blanks must be appropriately completed. Bids will be received until 2:00 P.M. local time on October 2, 2026, at which time they will be publicly opened and read aloud.

2. Any proposal received after closing time will be returned unopened.

3. Enclosed are contract proposal forms for the project titled "PLAYGROUND FOR GLUCKSTADT COMMUNITY PARK" and all associated items of work necessary for the complete construction of the project.

4. The contract will be awarded to the successful Contractor, based on the lowest and best bid received for the work meeting the outlined requirements of these specifications. All supporting documents (including, but not limited to, Proposal Form, Bid Bond, Non-Collusion Affidavit, etc.) for each contract must be completed and enclosed with the bid for that bid to be eligible for consideration. **DO NOT remove any part of the contract Documents. A stripped proposal is considered as an irregular bid and will be cause for rejection.**

5. Each bid received shall be enclosed in a sealed envelope, the outside of which shall clearly indicate the following:

   a. The name of the Project with date and time of bid opening.

   b. The name of the Bidder and the Bidder's permanent address.

   c. The Bidder's/Contractor's license number as issued by the State Board of Mississippi. (For a bid, the total amount of which is in excess of Fifty Thousand Dollars ($50,000), the bidder must have a Contractor's license number. If the bid is less than Fifty Thousand Dollars, a statement signifying that the bid is not in excess of Fifty Thousand Dollars ($50,000) must be shown on the outside of the sealed envelope containing the bid).

If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to the Owner.

The attention of prospective bidders is directed to all State fees and taxes required for the privilege of doing business within the State.

Any proposal received which does not comply with these provisions will be returned unopened.

6. The name of the Project is:

" PLAYGROUND FOR GLUCKSTADT COMMUNITY PARK "

7. The Bidder understands that the prices/bid included on the proposal form as a part of its bid shall be held good and may not be altered or withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

8. Each bid shall be accompanied by a Certified Check on a solvent bank or a Bidder's Bond issued by a Surety Company licensed to operate in the State of Mississippi, in the amount of five percent of his bid, payable to the City of Gluckstadt, Mississippi as bid security.

9. The successful Bidder will be required to execute a Performance Bond and a Payment Bond, each in the amount of 100 percent of the Contract, issued by a Surety company licensed to operate in the State of Mississippi. Bidders shall submit a current financial statement if requested by the City. Attorneys-in-fact who sign Payment Bonds must file with each bond a certified and effective dated copy of their Power of Attorney.

10. The Owner's intent is to construct and install the improvements for the Playground for Gluckstadt Community Park as described in the Contract Documents.

11. The Contractor shall complete all Work no later than August 31, 2027. Contract time shall commence on the date established in the Notice to Proceed. Failure to achieve completion by August 31, 2027, will result in the assessment of liquidated damages in the amount of $750.00 for each calendar day thereafter until the Work is complete.

12. The Engineer shall provide a Resident Project Representative to observe and document construction of this project. The Contractor(s) shall be responsible for notifying the Engineer and/or its resident project representative (RPR) of days when construction activities will not take place. If the Contractor(s) fails to do so, it shall pay all expenses of the RPR being at the site on those days when work was scheduled to be performed, but was not. The costs incurred by the Engineer or its RPR shall be deducted from the monthly invoices submitted to the Owner for work performed by the Contractor(s).

13. Where a manufacturer, product, or model is identified in the Specifications as the "Basis of Design" or is followed by the words "or approved equal," the named product is intended to establish the required type, quality, performance, function, and general design intent. Products of other manufacturers that meet or exceed the specified requirements may be considered as approved equals.

    Requests for approval of proposed equal products shall be submitted to the Engineer prior to bid opening with sufficient product data and supporting information to demonstrate compliance with the Contract Documents. Only products specifically approved by the Engineer and Owner, or subsequently identified by Addendum when required, shall be considered approved equals for bidding purposes.

    If a proposed equal has not been approved prior to bid opening, the Bidder shall base its Bid on the specified Basis-of-Design product.

END OF SECTION

SECTION 004100
BIDDER'S PROPOSAL

PLAYGROUND
FOR
GLUCKSTADT COMMUNITY PARK

DATE: October 2nd, 2026

PROPOSAL OF Struthers Recreation, LLC
(Name of Bidder)

PO Box 1178, Pelham, AL 35124
(Address of Bidder)

For the Playground at Gluckstadt Community Park,
City of Gluckstadt, Mississippi.

The documents upon which this Proposal is based include the Instructions to Bidders, Bid Forms, General Conditions, Supplementary Conditions, Technical Specifications, applicable drawings, details, exhibits, equipment information, and all supplements, amendments, and Addenda issued for this Project, all of which are made a part hereof by reference.

TO: CITY OF GLUCKSTADT
343 DISTRIBUTION DRIVE
GLUCKSTADT, MISSISSIPPI 39110

Gentlemen:

The following Proposal is submitted on behalf of the undersigned Bidder(s) and no others. Evidence of my (our) authority to submit the Proposal is hereby furnished. The Proposal is submitted without collusion on the part of any person, firm, or corporation.

I (We), the undersigned Bidder(s), certify that I (we) have carefully examined the site of the proposed Work and have inspected the location and condition of all public utilities and existing structures or other facilities on the site or adjacent thereto which may be affected by the proposed construction and fully understand all conditions relative to construction difficulties, hazards, labor, transportation, and all other factors affecting the prosecution of the Work covered by this Proposal.

In accordance with the requirements of the Instructions to Bidders, Bid Forms, Technical Specifications, Supplementary Conditions, General Conditions, equipment information, details, exhibits, and any Addenda, I (we) propose to furnish all necessary materials, equipment, labor, tools, transportation, supervision, and other means of construction and will perform all Work called for by the Contract Documents within the specified Contract Time.

LUMP SUM BID ITEMS

The Bidder shall include in each Lump Sum Bid Item All Work required for the complete installation of the applicable improvements in accordance with the Contract Documents. Refer to Section 011100 – Summary of Work for additional requirements regarding Lump Sum Bid Items.

The following is my (our) Proposal for the Playground for Gluckstadt Community Park.

BID FORM

"Playground for Gluckstadt Community Park"

City of Gluckstadt, Mississippi

****** SPECIAL NOTICE TO BIDDERS:******

BIDS WILL NOT BE CONSIDERED UNLESS ALL ITEM TOTALS ARE ENTERED

PAY ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE DOLLARS & CENTS	ITEM TOTAL DOLLARS & CENTS
1	Mobilization / Demobilization	1.0	LUMP SUM	XXXXXXXXXXXX	$6,120.00
2	Playground Equipment & Installation	1.0	LUMP SUM	XXXXXXXXXXXX	$759,626.00
3	Outdoor Fitness Equipment & Installation	1.0	LUMP SUM	XXXXXXXXXXXX	$239,078.00
4	Splash Pad System & Installation	1.0	LUMP SUM	XXXXXXXXXXXX	$153,461.00
5	Fencing & Gates	1.0	LUMP SUM	XXXXXXXXXXXX	$126,652.00
6	Site Preparation & Minor Grading	1.0	LUMP SUM	XXXXXXXXXXXX	$7,140.00
7	Artificial / Synthetic Turf Systems	1.0	LUMP SUM	XXXXXXXXXXXX	$95,160.00
8	Concrete Work	1.0	LUMP SUM	XXXXXXXXXXXX	$97,197.00
				Total Bid	$1,484,434.00

I (We) further propose to execute the Contract Agreement as bound herein within ten (10) calend[illegible] after receipt of Contract Forms from the Owner and to complete all Work no later than August 31, 2027. I (We) agree to pay as liquidated damages the sum of $750.00 for each consecutive calendar day beyond the specified Contract Time as provided in the Contract Documents.

Special Damages: In addition to the amounts provided for liquidated damages, Contractor, in the event of such default, shall pay to the Owner the actual costs, expenses and other losses reasonably incurred by Owner.

I (We) also propose to execute a Performance Bond and a Payment Bond, as shown in the bid package, each in an amount of not less than one hundred percent (100%) of the total of my (our) Bid. These Bonds shall not only serve to guarantee the completion of the Work on my (our) part, but also to guarantee the excellence of both workmanship and materials until the Work is finally accepted.

I (We) enclose a Bid Bond or Certified Check in the amount of five percent (5%) of:
One million, four hundred eighty four thousand, four hundred thirty four, Dollars

($ 1,484,434.00)
(Total Bid Amount)

and hereby agree that in case of my (our) failure to execute the Contract and furnish the Bonds within ten (10) working days after delivery of the Notice of Award, the amount of this check (Bid Bond) will be forfeited to City of Gluckstadt, Mississippi as liquidated damages arising out of my (our) failure to execute the Contract as proposed.

It is understood that in case I (we) am (are) not awarded the Work, the Certified Check or Bid Bond submitted as Bid security will be returned as stipulated in the Contract Documents.

Bidder acknowledges receipt of the following Addenda:

No. 1 Dated 9/21/26	No. _____ Dated _____
No. _____ Dated _____	No. _____ Dated _____
No. _____ Dated _____	No. _____ Dated _____
No. _____ Dated _____	No. _____ Dated _____

Respectfully Submitted,

Struthers Recreation, LLC
Contractor(s)

By: [signature]

Title: Director of operations

Address: PO Box 1178

Pelham, AL 35124

PLAYGROUND
FOR
GLUCKSTADT COMMUNITY PARK

The names and addresses of all person and parties who will be utilized for subcontract Work in the foregoing Bidder's Proposal are listed below. (The Contractor must list all Subcontractors to the utilized on the Work. Failure to list Subcontractors may cause the Bidder's Proposal to be rejected by the Owner as nonresponsive.) If the Bidder does not propose Subcontractors, so state.

NAME	ADDRESS
Bankston Fence, Inc.	PO Box 720295, Byram, MS 39272

END OF SECTION

SECTION 004519
NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Alabama

County of Shelby

Blake Struthers, being first dully sworn, deposes and says:

(1) He is Director of Operations of Struthers Recreation, LLC, the Bidder that has submitted the attached bid;

(2) Such Bid is genuine and is not a collusive or sham Bid;

(3) Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed Contract; and

(4) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(signature)

Director of Operations (title)

Subscribed and sworn to before me
this the 2nd day of OCTOBER, 2026

(signature)

(title)

My commission expires 12/13/2026

TRACI SAVAGE
MY COMMISSION EXPIRES
DECEMBER 13, 2026
NOTARY PUBLIC
STATE OF ALABAMA

SECTION 004519
NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Alabama

County of Shelby

Blake Struthers; being first dully sworn, deposes and says:

(1) He is Director of Operations of Struthers Recreation, LLC, the Bidder that has submitted the attached bid;

(2) Such Bid is genuine and is not a collusive or sham Bid;

(3) Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed Contract; and

(4) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(signature)

Director of Operations (title)

Subscribed and sworn to before me
this the 2nd day of OCTOBER, 2026

(signature)

(title)

My commission expires 12/13/2026

TRACI SAVAGE
MY COMMISSION EXPIRES
DECEMBER 13, 2026
NOTARY PUBLIC
STATE OF ALABAMA

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bond Number: 35413-BER-26-93

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Struthers Recreation LLC
3296 Pelham Parkway
Pelham, AL 35124

SURETY:
(Name, legal status and principal place of business)
Berkley Insurance Company
475 Steamboat Road
Greenwich, CT 06830
State of Inc: Delaware

OWNER:
(Name, legal status and address)
City of Gluckstadt
343 Distribution Drive
Gluckstadt, MS 39110

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

BOND AMOUNT: Five Percent of Amount Bid (5%)

PROJECT:
(Name, location or address, and Project number, if any)
Playground for Gluckstadt Community Park

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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

Signed and sealed this 16th day of September , 2026

(Witness)	Struthers Recreation LLC (Principal) (Seal)
	(Title)
(Witness) Katherine Pearce	Berkley Insurance Company (Surety) (Seal)
	(Title) Leslie Patterson, Attorney-in-Fact

No. BI-481aa

Section 9, Item B)

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: ***Carolyn E. Wheeler; Loretta M. Jones; Vicki D. Nobinger; Sandra G. King; Rachel A. Chaveriat; Bonnie L. Rice; Andrea Allman; Lisa Frye; Leslie Patterson; Amanda Mills; Meri Damron; Carrie Wright; Lara Liparoto; or Michelle Lute-Heatherly of National Surety Center, a Division of Marsh USA LLC of Knoxville, TN*** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.$50,000,000.00),** to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 2nd day of May, 2024.

Attest:

(Seal)

By _____
Philip S. Welt
Executive Vice President & Secretary

Berkley Insurance Company

By _____
Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 2nd day of May, 2024, by Philip S. Welt and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

_____
Notary Public, State of Connecticut

MARIA C. RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES 04-30-2029

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 16th day of September, 2026.

_____
Vincent P. Forte

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and verification instructions (on reverse) must be in blue ink.

STRUTHERS RECREATION

Past performance

City of Hoover – Explore Playground
1004 RV Trce, Hoover, AL 35244
Contact: Dee Nance 205-444-7557
Project Amount $1,200,000.00



City of Baton Rouge – Duplessis Park
38103 LA-621, Gonzales, LA 70737
Contact: Michael King 225-450-1087
Project Amount $1,660,000.00



STRUTHERS
RECREATION

City of Madison - Kids's Kingdom
8324 Old Madison Pike, Madison, AL 35758
Contact: Kory Alfred 256-772-2553
Project Amount $500,000.00



City of Huntsville - Cove Universal Playground
429 Taylor Rd, Owens Crossroads, AL 35763
Contact: James Gossett 256-564-8026
Project Amount $950,000



STRUTHERS RECREATION

City of Huntsville – Sandra Moon Playground
7901 Bailey Cove Rd SE, Huntsville, AL 35802
Contact: James Gossett 256-564-8026
Project Amount $600,000



SECTION 6 – Warranties
See Attachment N for Play Equipment Warranty

SECTION 7 – After Purchase Maintenance
Struthers Recreation can consult with the City for maintenance on the completed playground. A complete owner's kit with parts list, drawings, touch up paint and maintenance guide will be provided with the shipment. Labor and materials for repairs are an additional cost.

State of Mississippi

BOARD OF CONTRACTORS

ACTIVE

STRUTHERS RECREATION LLC
3296 pelham parkway
PELHAM, AL 35124

is duly registered and entitled to perform

PLAYGROUND & RECREATION EQUIPMENT

We have hereunto set our hand and caused the Seal of the Mississippi Board of Contractors to be affixed this 1 day of Sep., 2026

BOARD OF CONTRACTORS ★ STATE OF MISSISSIPPI ★

CERTIFICATE OF RESPONSIBILITY
No. 24450-SC
Expires Sep. 1, 2027

Joel A. Carroll

CHAIRMAN OF THE BOARD

2022 Code of Alabama
Title 39 - Public Works.
Chapter 3 - Use of Domestic Products and Resident Workmen for Public Works, Improvements, Etc.
Section 39-3-5 - Preference to Resident Contractors in Letting of Certain Public Contracts.

Universal Citation: AL Code § 39-3-5 (2022)

Section 39-3-5

Preference to resident contractors in letting of certain public contracts.

(a) In the letting of public contracts in which any state, county, or municipal funds are utilized, except those contracts funded in whole or in part with funds received from a federal agency, preference shall be given to resident contractors, and a nonresident bidder domiciled in a state having laws granting preference to local contractors shall be awarded Alabama public contracts only on the same basis as the nonresident bidder's state awards contracts to Alabama contractors bidding under similar circumstances; and resident contractors in Alabama, as defined in Section 39-2-12, be they corporate, individuals, or partnerships, are to be granted preference over nonresidents in awarding of contracts in the same manner and to the same extent as provided by the laws of the state of domicile of the nonresident.

(b) A summary of this law shall be made a part of the advertised specifications of all projects affected by this law.

(Acts 1984, No. 84-228, p. 348; Act 2001-637, §1

SECTION 005100
NOTICE OF AWARD

Date _____

TO:

RE: **Playground for Gluckstadt Community Park**
City of Gluckstadt, Mississippi

NOTICE OF AWARD

Gentlemen:

The City of Gluckstadt has considered the Proposal submitted by you for the above referenced Work in response to its Advertisement for Bids and Instructions to Bidders.

You are hereby notified that your Proposal has been accepted in the amount of $ _____.

You are required by the Instruction to Bidders to execute the Contract and furnish to the City of Gluckstadt the required Contractor's Performance Bond, Payment Bond, insurance policy endorsements, waiver of subrogation, and certificates of insurance within 10 working days from the date of delivery of this Notice to you. We have enclosed five copies of the necessary contract forms and bond forms. Please return all five copies of these documents to the offices of McMaster & Associates, Inc., 212 Waterford Square, Suite 300, Madison, MS 39110.

If you fail to execute said Contract and to furnish said Bonds within 10 days from the date of delivery of this Notice, the Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your proposal as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by Law.

You are required by the General Conditions and Supplementary Conditions to submit to McMaster & Associates, Inc. an estimated progress schedule, a preliminary schedule of Shop Drawing submissions and a preliminary schedule of values of the Work within 10 days after the effective date of this Contract, all in accordance with Article 2.5 of the General Conditions.

You are required to return an acknowledged copy of this Notice of Award directly to the City of Gluckstadt.

Attention: City of Gluckstadt

Very truly yours,

McMaster & Associates, Inc.

_____

_____

Pc: City of Gluckstadt
343 Distribution Dr
Madison, Mississippi 39110

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by _____

this, the _____day of _____, 2026.

By _____

Title _____

END OF SECTION

SECTION 005200
AGREEMENT

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2026.

by and between _____, hereinafter called the Owner, and

_____, hereinafter called the Contractor.

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

ARTICLE 1. WORK

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

Playground for Gluckstadt Community Park
City of Gluckstadt, Mississippi

The Work generally includes construction and installation of playground improvements, splash pad improvements, outdoor fitness improvements, walking trail, sidewalks and concrete areas, artificial turf and surfacing, fencing, minor grading and drainage, site restoration, and other associated improvements as required by the Contract Documents.

The Work shall include all labor, materials, equipment, delivery, foundations, anchoring, accessories, coordination, installation, testing, restoration, and incidentals necessary to provide complete improvements and systems in accordance with the Contract Documents and approved submittals.

ARTICLE 2. ENGINEER

The Project has been designed by McMaster & Associates, Inc., who is hereinafter called Engineer and who will assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME

3.1 The Contractor shall complete the Work and be ready for final acceptance no later than August 31, 2027.

3.2 Liquidated Damages – The Contractor and Surety agree to pay the Owner liquidated damages in the amount of Seven Hundred Fifty Dollars ($750.00) for each calendar day that expires after the Contract Time specified in Paragraph 3.1, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions, until the Work is complete and ready for final acceptance.

ARTICLE 4. CONTRACT PRICE

4.1 Owner shall pay Contractor for performance of the Work in accordance with the Contract Documents in current funds at the lump sum or unit prices presented in the Price Bid Table in Section 004100 attached to this Agreement.

4.2 The parties expressly agree that the Contract Price is a stipulated lump sum except with regard to those specific items, if any, identified in the Bid as being subject to unit prices.

4.3 Unless specifically identified as a separate unit-price or other separately payable item in the Bid Form, work required by the Contract Documents shall be considered included in the applicable lump-sum bid amount. Incidental labor, materials, equipment, accessories, coordination, and other work necessary to provide complete installations shall be included in the Contract Price.

ARTICLE 5. PAYMENT PROCEDURES

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

5.1 Intentionally left blank.

5.2 Retainage. Retainage shall be withheld in the amount of five percent (5%) from each approved Application for Payment. The Owner shall pay the Contractor ninety-five percent (95%) of the amount approved for payment, with the remaining five percent (5%) retained in accordance with the Contract Documents.

5.3 Final Acceptance and Payment. Upon completion of all Work and upon completion of the lists of items to be completed or corrected which accompanied the Certificate of Substantial Completion, the Contractor may request a final inspection and may make an Application for Payment as provided by Paragraphs 14.7 through 14.9 of the General Conditions, upon the Owner's certificate of final acceptance.

Final acceptance of the Work, based upon the certificate of final acceptance, shall be by resolution of the Owner.

The Contractor shall furnish the Owner a notarized affidavit certifying that all claims, liens and other outstanding obligations incurred by him and his subcontractors in the performance of the Work have been paid and settled at the submission of the Application for Final Payment.

ARTICLE 6. CONTRACTOR'S REPRESENTATIONS

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

6.1 Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or finishing of the Work.

6.2 Contractor has obtained and carefully studied (or assumed responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Paragraph 6.1 above) which pertain to the subsurface or physical conditions at or contiguous to the site or which otherwise may affect the cost, progress, performance or furnishing of the Work as Contractor considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 4.2 of the General Conditions. In exercising its responsibility with respect to subsurface conditions and physical conditions at the site, Contractor has or will obtain or perform at no additional cost to the Owner such additional examinations, investigations, explorations, tests, reports, studies, or similar information or data as may be required by Contractor for such purposes.

ARTICLE 7. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between Owner and Contractor are attached to the Agreement, made a part hereof, and consist of the following:

7.1 Agreement (Section 005200), including the General Conditions and Supplementary Conditions.

7.2 Authority to Execute Contract (Section 005200).

7.3 Construction Performance and Payment Bond (Section 006100) and Insurance Certificates.

7.4 Intentionally left blank.

7.5 Notice of Award (Section 005100).

7.6 Contractor's Bid Form (Section 004100).

7.7 Non-Collusion Affidavit (Section 004519).

7.8 Addenda (Numbers _____ to _____, inclusive).

7.9 Exhibit 1 and Exhibit 2 – General Layout and Design Intent Exhibits for the proposed improvements at Gluckstadt Community Park.

7.10 Contract Documents and Specifications for:

Playground for Gluckstadt Community Park
City of Gluckstadt, Mississippi

consisting of applicable Divisions 00 through 33.

There are no Contract Documents other than those listed above in this Article 7. The Contract may only be amended, modified or supplemented as provided for in the General Conditions.

ARTICLE 8. MISCELLANEOUS

8.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions, as modified in the Supplementary Conditions.

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

8.3 It is hereby agreed and understood by the parties hereto that any and all disputes that may result in litigation shall be resolved in accordance with Article 16 of the General Conditions.

8.4 Intentionally left blank.

8.5 Contractor shall pay promptly, before final payment, any and all claims or liens incurred in and about this Work and shall execute a final receipt form.

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

This Agreement will be effective on _____,2026.

Owner: _____ Contractor: _____

By: _____ By: _____

Title: _____ Title: _____

Signature: _____ Signature: _____

Attest: _____ Attest: _____

(SEAL) (SEAL)

Address for giving notices:

_____

_____

_____

Mississippi State Contractor
License No. _____

Agent for Service of Process:

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

PARTNERSHIP CERTIFICATE

STATE OF MISSISSIPPI

COUNTY OF _____

On this _____ day of _____, 20____, before me personally appeared _____, known to me and known by me to be the person who executed the above instrument, who being by me first duly sworn, did depose and say that he is a general partner in the firm of _____,that said firm consists of himself and _____ ; and that he executed the foregoing instrument on behalf for the uses and purposes stated herein.

Notary Public in the

County of

Notarial Seal State of

My Commission Expires:

CORPORATE CERTIFICATE

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

_____

Secretary

Corporate Seal

END OF SECTION

SECTION 006100
GENERAL INSTRUCTIONS FOR BONDS

1. The surety on each Bond must be a responsible surety company, which is qualified to do business in Mississippi and satisfactory to the, Mayor and Board of Aldermen, City of Gluckstadt, Mississippi.

2. The name, including full Christian name, and residence of each individual party to the Bond shall be inserted in the body thereof, and each such party shall sign the Bond with his usual signature on the line opposite the seal and if signed in Maine, Massachusetts or New Hampshire and adhesive seal shall be affixed opposite the signature. The bond must be either signed or countersigned by a Mississippi Resident Agent of the Surety company.

3. If the principals are partners, their individual names will appear in the body of the Bond with the recital that they are partners composing a firm, naming it; and all the members of the firm shall execute the Bond as individuals.

4. The signature of a witness shall appear in the appropriate place, attesting to the signature of each individual party to the Bond.

5. If the principal or surety is a corporation, the name of the State in which incorporated shall be inserted in the appropriate place in the body of the Bond, and said instrument shall be executed and attested under the corporate seal as indicated in the form. If the corporation has no corporate seal the fact shall be stated, in which case, a scroll or adhesive seal shall appear following the corporate name.

6. The official character and authority of the person or persons executing the Bond for the principal, if a corporation, shall be certified by the secretary or assistant secretary, according to the form attached hereto. In lieu of such certificated there may be attached to the Bond copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

7. The date of this Bond must not be prior to the date of the Contract in connection with which it is given.

8. 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.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

a _____ hereinafter called Principal, and
(Corporation, Partnership, or Individual)

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

City of Gluckstadt
(Name of Owner)

343 Distribution Drive, Gluckstadt, Mississippi 39110
(Address of Owner)

hereinafter called OWNER, in the penal sum of _____

_____, ($ _____)

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____day of _____, 2026, a copy of which is hereto attached and made a part hereof for the construction of:

Playground for Gluckstadt Community Park

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertaking 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 all 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.

NOW, THEREFORE, if the Principal shall promptly make payment of all taxes, licenses, assignments, contributions, damages, penalties, and interest thereon, when and as the same may lawfully be due the State of Mississippi, or any county, municipality, board, department, commission, or political subdivision thereof, by reason of and directly connected with the performance of said Contract or any part thereof as provided by Sections 27-65-1, 27-65-21, 27-67-301 and 31-5-3, supra, or any other applicable statute of other authority, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

PROVIDED, FURTHUR, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder 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 terms of the contract or to the WORK or to the SPECIFICATIONS.

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

IN WITNESS WHEREOF, this statement is executed in five counterparts, each one of which shall be deemed and original, this the _____day of _____, 2026.

ATTEST:

_____
Principal

_____
(Principal) Secretary

(SEAL)

By _____(s)

_____
(Address)

_____

_____
Witness as to Principal

_____
(Address)

_____ _____
Surety

ATTEST: By _____
Attorney-in-Fact

_____ _____
Witness as to Surety (Address)

_____ _____
(Address)

_____

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

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

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS THAT

_____
(Name of Contractor)

_____
(Address of Contractor)

a _____ , hereinafter called Principal, and
(Corporation, Partnership, or Individual)

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

City of Gluckstadt
(Name of Owner)

343 Distribution Drive, Gluckstadt, Mississippi 39110
(Address of Owner)

hereinafter called OWNER, in the penal sum of _____

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____day of _____, 2026, a copy of which is hereto attached and made a part hereof for the construction of:

Playground for Gluckstadt Community Park

NOW, THEREFORE, if the Principal shall promptly make payment to all person, 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 agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder 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 terms of the contract or to the WORK or to the SPECIFICATIONS.

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

IN WITNESS WHEREOF, this instrument is executed in five counterparts, each one of which shall be deemed an original, this the _____day of _____, 2026.

ATTEST:

_____
Principal

_____
(Principal) Secretary

(SEAL)

By _____(s)

_____
(Address)

_____

_____
Witness as to Principal

_____
(Address)

_____

_____
Surety

ATTEST:

By _____
Attorney-In-Fact

_____
(Address)

_____

_____
Witness as to Surety

_____
(Address)

_____

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

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

CERTIFICATE OF SUFFICIENCY
PLAYGROUND
FOR
GLUCKSTADT COMMUNITY PARK

I, _____, ATTORNEY FOR THE CITY OF GLUCKSTADT, MISSISSIPPI, DO HEREBY CERTIFY THAT I HAVE EXAMINED THIS AGREEMENT, THE BONDS AND EVIDENCE OF INSURANCE OFFERED BY THE CONTRACTOR AND FIND THEM TO BE PROPERLY EXECUTED, ADEQUATE AND SUFFICIENT.

_____
(Signature)

Date: _____

SECTION 006200
CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, _____,

the duly authorized and acting legal representative of _____

and do hereby certify as follows:

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

Signed: _____

(SEAL) _____

Date: _____

END OF SECTION

SECTION 007200
GENERAL CONDITIONS
ARTICLES

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ARTICLE 1 – DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof.

Defined Terms:

Addenda: Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Documents or the Contract Documents.

Agreement: The written agreement between **OWNER** and **CONTRACTOR** covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

Application for Payment: The form accepted by **ENGINEER** which is to be used by **CONTRACTOR** in requesting progress or final payment and which is to include such supporting documentation as is required by the Contract Documents.

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

Bidder: Any person, firm or corporation submitting a Bid for the Work.

Bidding Documents: Notice to bidders or advertisement, if any; instructions to bidders; other bidding information and requirements; bidding forms and attachments; contract and bond forms, and the proposed Contract Documents, including any addenda issued prior to receipt of bids.

Bonds: Bid, performance, and labor and material payment bonds and other instruments of security.

Change Order: A written order to the **CONTRACTOR** signed by the **OWNER** authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after the effective date of the Agreement that shall be approved in advance and set forth in the public minutes of the Owner.

Contract Documents: The Agreement, Addenda, **CONTRACTOR**'S Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the Notice of Award when attached as an exhibit to the Agreement), the Bonds, these General Conditions, the Supplementary Conditions, the Special Conditions, the Instructions to Bidders, the Technical Specifications, the Drawings as the same may be more specifically identified in the Agreement, together with all Modifications issued after execution of the Agreement.

Contract Price: The moneys payable by **OWNER** to **CONTRACTOR** under the Contract Documents as stated in the Agreement.

Contract Time: The number of days (computed as provided in Paragraph 17.2) or the date stated in the Agreement for the completion of the Work.

CONTRACTOR: The person, firm or corporation with whom **OWNER** has executed the Agreement. Whenever the Project is to be constructed under multiple direct contracts, the term **"CONTRACTOR"** shall mean the appropriate prime **CONTRACTOR.** Whenever a specific prime **CONTRACTOR** is referred to, terms such as "General **CONTRACTOR**", "Electrical **CONTRACTOR**", etc. will be used.

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

Defective: An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to **ENGINEER**'S recommendation for final payment (unless responsibility for the protection thereof has been assumed by **OWNER** at Substantial Completion in accordance with Paragraph 14.5).

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

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

ENGINEER: The person, firm or corporation named as such in the Agreement.

Field Order: A written order issued by **ENGINEER** which orders minor changes in the Work in accordance with Paragraph 10.2 but which does not involve a change in the Contract Price or the Contract Time.

General Requirements: Sections of the Technical Specifications.

Modifications: (a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order, or (c) a Field Order. A modification may only be issued after the effective date of the Agreement.

Notice of Award: The written notice by **OWNER** to the apparent successful Bidder stating that upon compliance by the apparent successful Bidder with the conditions precedent enumerated therein, within the time specified, **OWNER** will sign and deliver the Agreement.

Notice to Proceed: A written notice given by **OWNER** to **CONTRACTOR** fixing the date on which the Contract Time will commence to run and on which **CONTRACTOR** shall start to perform his obligations under the Contract Documents.

OWNER: The public body or authority, corporation, association, partnership, or individual with whom **CONTRACTOR** has entered into the Agreement and for whom the Work is to be provided.

Project: The total construction of which the Work to be provided under the Contract Documents may be the whole or a part as indicated elsewhere in the Contract Documents.

Project Manual: The bond documentary information prepared for bidding and constructing the Project. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the tables of contents.

Resident Project Representative: The authorized representative of **ENGINEER** whom is assigned to the site or any part thereof.

Samples: Physical examples furnished by the **CONTRACTOR** to illustrate materials, equipment or ownership, and to establish standards by which some portions of the Work will be judged.

Shop Drawings: All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for **CONTRACTOR** to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a manufacturer, fabricator, supplier or distributor and submitted by **CONTRACTOR** to illustrate material or equipment for some portion of the Work.

Specifications: Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

Subcontractor: An individual, firm or corporation having a direct contract with **CONTRACTOR** or with any other Subcontractor for the performance of a part of the Work at the site.

Supplementary Conditions: Modifications and additions to the General Conditions.

Work: The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

Order of Preference: The plans, standard specifications, general conditions, supplemental conditions, technical specifications and all supplemental plans and documents are essential parts of the contract, and a requirement occurring in one is just as binding as though occurring in all. They are intended to be complementary and to describe and provide for the complete work. In case of discrepancy, computed dimensions, unless obviously incorrect, shall govern over scaled dimensions. Plans shall govern over standard specifications. Supplemental conditions shall govern over general conditions.

The Contractor shall not take advantage of any apparent error or omission in the plans. In the event the Contractor discovers any apparent error or discrepancy, he shall immediately notify the Engineer in writing requesting his interpretation and the Engineer will make such corrections and decisions in writing as may be deemed necessary to carry out the intent of the plans.

ARTICLE 2 – PRELIMINARY MATTERS

A. Delivery of Bonds and Insurance Certificates:

B. When **CONTRACTOR** executes agreement with **OWNER**, **CONTRACTOR** shall deliver to **OWNER** such Bonds as **CONTRACTOR** may be required to furnish in accordance with Article 5.

C. When **CONTRACTOR** executes Agreement with **OWNER**, **CONTRACTOR** shall deliver to **OWNER**, with a copy to **ENGINEER**, certificates (and other evidence of insurance requested by **OWNER**) which **CONTRATOR** is required to purchase and sustain in accordance with Article 5, and **OWNER** shall deliver to **CONTRACTOR** certificates (and other evidence of insurance requested by **CONTRACTOR)** which **OWNER** is required to purchase and maintain in accordance with ARTICLE 5.

2.2 Copies of Documents: **OWNER** shall furnish to **CONTRACTOR** up to two copies (unless otherwise provided in the General Requirements) of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

2.3 Commencement of Contract Times Notice to Proceed: The Contract Time will commence to run on the thirtieth day after the Effective Date of the Agreements or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed but in no event shall the Contract Time commence to run later than the ninetieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement. A Notice to Proceed may be given at any time within thirty days after the Effective Date of the Agreement.

2.4 Starting the Project: **CONTRACTOR** shall start to perform the Work on the date when the Contract Time commences to run, but no Work shall be done at the site prior to the date on which the Contract Time commences to run.

2.5 Before Starting Construction:

A. Before undertaking each part of the Work, **CONTRACTOR** shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. **CONTRACTOR** shall promptly report in writing to **ENGINEER** any conflict, error or discrepancy which he may discover and shall obtain a written clarification from ENGINEER before proceeding with the Work affected thereby. However, **CONTRACTOR** shall not be liable to **OWNER** or **ENGINEER** for the failure to report any conflict, error or discrepancy in the Contract Documents, unless **CONTRACTOR** had actual knowledge thereof or should reasonably have known thereof.

B. Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements) **CONTRACTOR** shall submit to **ENGINEER** for review and acceptance, an estimated progress schedule indicating the starting and completion dates of the various stages of the Work, a preliminary schedule of Shop Drawing submissions, and a preliminary schedule of values of the Work.

2.6 Preconstruction Conference: Within twenty days after the Effective Date of the Agreement, but before **CONTRACTOR** starts the Work at the site, a conference will be held for review and acceptance of the schedules, referred to in Paragraph 2.5.B, to establish procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT AND REUSE

3.1 Intent:

A. The Contract Documents comprise the entire Agreement between **OWNER** and **CONTRACTOR** concerning the Work. They may be altered only by a written modification through a change order duly signed in advance of contract work necessitated by such modification and set forth in the public minutes of **OWNER**.

B. The Contract Documents are complementary meaning that what is called for by one is as binding as if called for by all. If during the performance of the Work, **CONTRACTOR** finds a conflict, error or discrepancy in the Contract Documents, he shall report it to **ENGINEER** in writing at once and before proceeding with the Work affected thereby however, **CONTRACTOR** shall not be liable to **OWNER** or **ENGINEER** for failure to report any conflict, error or discrepancy in the Specifications or Drawings unless **CONTRACTOR** had a actual knowledge thereof or should reasonably have known thereof.

C. It is the intent of the Specifications and Drawings to describe a complete Project or part thereof to be constructed in accordance with the Contract Documents. Any Work that may reasonably be inferred from the Specifications or Drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for at no additional cost to **OWNER**.

D. The Specifications may describe or the Drawings may show the general arrangement of an item of material or equipment when the actual details of said arrangement will vary with the source of the material or equipment. In such cases, **CONTRACTOR** shall bear all direct and indirect costs to accommodate the item of material or equipment furnished, whether the item of material or equipment is furnished by a manufacturer named in the Specifications or is furnished as an approved substitute or for equals item of material or equipment.

E. When words in the Specifications or on the Drawings, which have a well-known technical or trade meaning, are used to describe Work, materials or equipment such words shall be interpreted in accordance with such meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the code of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual or code in effect at the time of opening of Bids (or on the effective date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of **OWNER**, **CONTRACTOR** or **ENGINEER**, or any of their agents or employees from those set forth in the Contract Documents. Clarifications and interpretations of the Contract Documents shall be issued by **ENGINEER** as provided for in Paragraph 9.3.

F. The Contract Documents will be governed by the law of the place of the Project.

3.2 Re-use of Documents: Neither **CONTRACTOR** nor any Subcontractor, manufacturer, fabricator, supplier or distributor shall have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents for copies of any thereof prepared by or bearing the seal of **ENGINEER** and they shall not reuse any of them on extensions of the Project or any other project without written consent of **OWNER** and **ENGINEER** and specific written verification or adaption by **ENGINEER**.

ARTICLE 4 – AVAILABILITY OF LANDS, PHYSICAL CONDITIONS, AND REFERENCE POINTS

4.1 Availability of Lands: **OWNER** shall furnish, as indicated in the Contract Documents the lands upon which the Work is to be performed, rights-of-way for access thereto, and such other lands which are designated for the use of **CONTRACTOR**. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by **OWNER**, unless otherwise provided in the Contract Documents. If **CONTRACTOR** believes that any delay in **OWNER**'S furnishing these lands or easements entitles **CONTRACTOR** to an extension of the Contract Time, **CONTRACTOR** may make a claim therefor as provided in Article 12. **CONTRACTOR** shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.2 Physical Conditions-Investigations and Reports: Reference is made to the Supplementary Conditions for identification of those reports of investigations and tests of subsurface and latent physical conditions at the site or those reports that otherwise may affect cost, progress or performance of the Work which have been utilized by **ENGINEER** in preparation of the Drawings and Specifications. These reports are not intended to constitute any explicit or implicit representation as to the nature of the subsurface and latent physical conditions which may be encountered at the site or to constitute explicit or implicit representations as to any other matter contained in any report. Such reports are not guaranteed as to accuracy or completeness and are not part of the contract Documents.

4.3 Unforeseen Physical Conditions: **CONTRACTOR** shall promptly notify **OWNER** and **ENGINEER** in writing of any subsurface or latent physical conditions at the site or in an existing structure differing materially from those indicated or referred to in the Contract Documents. **ENGINEER** will promptly review those conditions and advise **OWNER** in writing if further investigations or tests are necessary. Promptly thereafter, **ENGINEER** shall obtain at **OWNER**'S approved expense, the necessary investigations and tests. **IF ENGINEER** finds that the results of such investigations or tests indicate that there are subsurface or latent physical conditions which differ materially from those intended in the Contract Documents, and which could not reasonably have been anticipated by **CONTRACTOR**, a Change Order shall be issued incorporating the necessary revisions.

4.4 Reference Points: **OWNER** shall provide engineering surveys for construction to establish reference points which in **OWNER**'S judgement are necessary to enable **CONTRACTOR** to proceed with the work. **CONTRACTOR** shall be responsible for laying out the Work (unless otherwise specified in the General Requirements), and shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of **OWNER**. **CONTRACTOR** shall report to **ENGINEER** whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations and shall be responsible for replacement or relocation of such reference points by professionally qualified personnel.

ARTICLE 5 – BONDS AND INSURANCE

5.1 Performance, Payment and Other Bonds:

A. **CONTRACTOR** shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all **CONTRACTOR**'S obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date of final payment, except as otherwise provided by law. **CONTRACTOR** shall also furnish such other Bonds as are required by the Supplementary Conditions. All Bonds shall be in the forms prescribed by the Bidding Documents or Supplementary Conditions and be executed by such sureties as:

1. Are licensed to conduct business in the state where the Project is located, and

2. Are named in the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

B. If the surety of any Bond furnished by **CONTRACTOR** is declared a bankrupt or becomes insolvent or its right to do business is terminating any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.1.A, **CONTRACTOR** shall within five days thereafter substitute another Bond and surety, both of which shall be acceptable to **OWNER**.

5.2 Contractor's Liability Insurance:

A. **CONTRACTOR** shall purchase and maintain such comprehensive general liability and other insurance as will provide protection from claims set forth below which may arise out of or result from **CONTRACTOR**'S performance of the Work and **CONTRACTOR**'S other obligations under the Contract Documents, whether such performance of the Work is by **CONTRACTOR**, by any Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. Claims under workers' or workmen's compensation, disability benefits and other similar employee benefit acts:
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of **CONTRACTOR**'S employees:
3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than **CONTRACTOR**'S employees:
4. Claims for damages insured by personal injury liability coverage which are sustained (a) by any person as a result of an offense directly or indirectly related to the employment of such person by **CONTRACTOR**, or (b) by any other person for any other reason.
5. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefor.
6. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
7. Claims for damages because of bodily injury or death of any person arising out of operation of law.

B. The insurance required by Paragraph 5.2.A shall include the specific coverages and be written for not less than the limits of liability and coverages provided in the Supplementary Conditions, or required by law, whichever is greater. All such insurance shall remain in effect until final payment and at all times thereafter when **CONTRACTOR** may be correcting, removing or replacing defective Work in accordance with Paragraph

13.9. The comprehensive general liability insurance shall include completed operations insurance and shall include **OWNER** and **ENGINEER** and their agents and employees as additional insureds. **CONTRACTOR** shall maintain such completed operations insurance for at least two years after final payment and shall furnish **OWNER** with evidence of continuation of such insurance at final payment and one year thereafter.

5.3 Contractual Liability Insurance: The comprehensive general liability insurance required by Paragraph 5.2.A shall include contractual liability insurance applicable to **CONTRACTOR**'S obligations under Paragraph 6.15.

5.4 Owner's Liability Insurance: **OWNER** shall be responsible for purchasing and maintaining **OWNER**'S own liability insurance and, at **OWNER**'S option, may purchase and maintain such insurance as will protect **OWNER** against claims that may arise from operations under the Contract Documents.

5.5 Property Insurance:

A. Unless otherwise provided in the Supplementary Conditions, **CONTRACTOR** shall purchase and maintain property insurance upon the Work at the site to the full insurable value thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or as required by law). This insurance shall include the interests of the **ENGINEER**, **CONTRACTOR**, and Subcontractors in the Work, shall insure against the perils of fire and extended coverage shall include tail risks insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and such other perils as may be specified in the Supplementary Conditions shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including fees and charges of engineers, architects, attorneys and other professionals) shall provide that all insure proceeds are to be paid to **OWNER** "as Trustee". If not covered under the "all risk" insurance or otherwise provided in the Supplementary Conditions, **CONTRACTOR** shall purchase and maintain similar property insurance on portions of the Work stored on or off the site or in transit when such portions of the Work are to be included in an Application for Payment.

B. **OWNER** shall purchase and maintain such boiler and machinery insurance as may be required by the Supplementary Conditions or by law. This insurance shall include the interest of **OWNER**, **CONTRACTOR** and Subcontractors in the Work. **OWNER** shall file a copy of all policies required by this Paragraph with **CONTRACTOR** before an exposure to loss may occur.

C. The policies of insurance required under this Paragraph 5.5 shall provide that neither the **OWNER** nor the **CONTRACTOR**, nor their insurers, shall have any right of subrogation against any of the other parties enumerated in Paragraph 5.6. It is the intention of the **OWNER** and **CONTRACTOR** that the policies shall protect all of the enumerated parties and be primary coverage for any and all losses covered by the insurance described in Paragraphs 5.5.A and 5.5.B.

5.6 Waiver of Rights: **OWNER** and **CONTRACTOR** waive all rights against each other and the Subcontractors and their agents and employees and against **ENGINEER** and separate contractors (if any) and their subcontractors', agent and employees, for damages caused by fire or other perils to the extent covered by insurance provided under Paragraph 5.5., or any other property insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance held by **OWNER** as trustee. **OWNER** or **CONTRACTOR**, as appropriate, shall require similar waivers in writing by Engineer and from each separate contractor and each Subcontractor, each such waiver will be in favor of all other parties enumerated in this Paragraph 5.6.

5.7 Receipt and Application of Proceeds:

A. Any insured loss under the policies of insurance required by Paragraph 5.5 shall be adjusted with **OWNER** and made payable to **OWNER** as trustee for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.7.B. **OWNER** shall deposit in a separate account any money so received, and he shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof and the Work and the cost thereof covered by an appropriate Change Order.

B. **OWNER** as trustee shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within fifteen days after each occurrence of loss to **OWNER**'S exercise of this power. If such objection be made, **OWNER** as trustee shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If required in writing by any party in interest, **OWNER** as trustee shall upon the occurrence of an insured loss, give bond for the proper performance of his duties.

5.8 Partial Utilization – Property Insurance: If **OWNER** finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all of the Work, such use or occupancy may be accomplished in accordance with Paragraph 14.6; provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy of policies, but the property insurance shall not be canceled or lapse on account of any such partial use or occupancy.

5.9 Certificates of Insurance: All certificates of the insurance required to be purchased by **CONTRACTOR** pursuant to Article 5 shall be filed in accordance with Paragraph 2.1.B. Certificates shall be acceptable to **OWNER** and shall contain a provision that coverages afforded under the policies will not be canceled, materially changed or renewal refused until at least ten days' prior written notice has been given to **OWNER** and **ENGINEER** by certified mail.

5.10 Additional Bonds and Insurance: **OWNER** may require **CONTRACTOR** to furnish such other Bonds and such additional insurance, in such form and with such sureties or insurers as **OWNER** may specify. If such other Bonds or such other insurance are specified in the Contract Documents, the premiums shall be paid by **CONTRACTOR**. If subsequent thereto, they shall be paid by **OWNER** except as otherwise provided in Paragraph 6.3.A and Paragraph 13.8.B.

ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

6.1 Supervision and Superintendence:

A. **CONTRACTOR** will supervise and direct 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, but he shall not be solely responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence or procedure of construction which is indicated in and required by the Contract Documents. **CONTRACTOR** shall be responsible to see that the finished Work complies accurately with the Contract Documents.

B. **CONTRACTOR** shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to **OWNER** and **ENGINEER** except under extraordinary circumstances. The superintendent will be **CONTRACTOR**'S representative at the site and shall have authority to act on behalf of

CONTRACTOR. All communications given to the superintendent shall be as binding as if given to **CONTRACTOR**.

6.2 Labor, Materials and Equipment:

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. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Supplementary Conditions, all Work at the site shall be performed during regular working hours, and **CONTRACTOR** will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without **OWNER**'S written consent given after prior written notice to **ENGINEER**.

B. **CONTRACTOR** shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the Work. Except as otherwise specified in the General Requirements, **CONTRACTOR** shall furnish all fuel, power, light, heat, telephone, water and sanitary facilities necessary for the execution, testing, initial operation and completion of the Work.

C. All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by **ENGINEER**, **CONTRACTOR** shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment.

D. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, supplier or distributor, except as otherwise provided in the Contract Documents but no provision of any such instructions will be effective to impose on **ENGINEER** responsibility for the means, methods, techniques, sequences or procedures of construction or for safety precautions incident thereto.

6.3 Substitutions: Whenever materials or equipment are specified or described in the Drawings or Specifications by using the name of a proprietary item or the name of a particular manufacturer, fabricator, supplier or distributor, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other manufacturers, fabricators, suppliers or distributors may be accepted by **ENGINEER** if sufficient information is submitted by **CONTRACTOR** to allow **ENGINEER** to determine that the material or equipment proposed is equivalent to that named. The procedure for review by **ENGINEER** will be set forth in Paragraph 6.3.A and 6.3.B below and as supplemented in the General Requirements.

A. Requests for review of substitute items of material and equipment will not be accepted by **ENGINEER** from anyone other than **CONTRACTOR**. If **CONTRACTOR** wishes to furnish or use a substitute item of material or equipment, **CONTRACTOR** shall make written application to **ENGINEER** for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will state that the evaluation and acceptance of the proposed substitute will not prejudice **CONTRACTOR**'S timely achievement of Substantial change in the Drawings or Specifications to adapt the design to the substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified shall be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain a statement that **CONTRACTOR** agrees to pay all costs that will result directly or indirectly from

acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change. **ENGINEER** may require **CONTRACTOR** to furnish at **CONTRACTOR**'S expense additional data about the proposed substitute. **ENGINEER** will be allowed a reasonable time within which to evaluate the proposed substitute. **ENGINEER** will be sole judge of acceptability and no substitute will be ordered or installed without **ENGINEER**'S prior written acceptance. **OWNER** may require **CONTRACTOR** to furnish at **CONTRACTOR**'S expense a special performance guarantee or other surety with respect to any substitute.

B. **ENGINEER** will record time required by **ENGINEER** and **ENGINEER**'S consultants in evaluating substitutions proposed by **CONTRACTOR** and in making changes in the Drawings or Specifications occasioned thereby, whether or not **ENGINEER** accepts a proposed substitute, **CONTRACTOR** shall reimburse **OWNER** for the charges of **ENGINEER** and **ENGINEER**'S consultants for evaluating any proposed substitute that does not meet the requirements of the Drawings and Specifications.

6.4 Concerning Subcontractors:

A. **CONTRACTOR** shall not employ any Subcontractor or other person or organization (including those who are to furnish the principal items of materials or equipment), whether initially or as a substitute, against whom **OWNER** or **ENGINEER** may have reasonable objection. A Subcontractor or other person or organization identified in writing to **OWNER** and **ENGINEER** by **CONTRACTOR** prior to the Notice of Award and not objected to in writing by **OWNER** and **ENGINEER** prior to the Notice of Award will be deemed acceptable to **OWNER** and **ENGINEER**. If **OWNER** or **ENGINEER** after due investigation has reasonable objection to any Subcontractor, other person or organization proposed by **CONTRACTOR** after the Notice of Award, **CONTRACTOR** shall submit an acceptable substitute and the Contract Price shall be increased or decreased by the difference in cost occasioned by such substitution, and an appropriate Change Order shall be issued. **CONTRACTOR** shall not be required to employ any Subcontractor, other person or organization against whom **CONTRACTOR** has reasonable objection. Acceptance of any Subcontractor, other person or organization by **OWNER** or **ENGINEER** shall not constitute a waiver of any right of **OWNER** or **ENGINEER** to reject defective work.

B. **CONTRACTOR** shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that **CONTRACTOR** is responsible for the acts and omissions of persons directly employed by **CONTRACTOR**. Nothing in the Contract Documents shall create any contractual relationship between **OWNER** or **ENGINEER** and any Subcontractor or other person or organization having a direct contract with **CONTRACTOR**, nor shall it create any obligation on the part of **OWNER** or **ENGINEER** to pay or to see to the payment of any moneys due any Subcontractor or other person or organization, except as may otherwise be required by law. **OWNER** or **ENGINEER** may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to **CONTRACTOR** on account of specific work done.

C. The Divisions and Sections of the Specifications and the identifications of any Drawings shall not control **CONTRACTOR** in dividing the Work among Subcontractors or delineating the Work to be performed by any specific trade.

D. All Work performed for **CONTRACTOR** by a Subcontractor will be pursuant to an appropriate agreement between **CONTRACTOR** and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of **OWNER** and the **ENGINEER** and contains waiver provisions as required by Paragraph 5.6. **CONTRACTOR** shall pay each Subcontractor a just share of any insurance moneys received by **CONTRACTOR** on account of losses under policies issued pursuant to Paragraph 5.5.

6.5 Patent Fees and Royalties: **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. **CONTRACTOR** shall indemnify and hold harmless **OWNER** and **ENGINEER** and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorneys' fees) arising out of 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, and shall defend all such claims in connection with any alleged infringement of such rights.

6.6 Permits: Unless otherwise indicated in the Supplementary Conditions, **CONTRACTOR** shall obtain and pay for all construction permits and licenses. **OWNER** shall assist **CONTRACTOR,** when necessary, in obtaining such permits and licenses. **CONTRACTOR** shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening of Bid. **CONTRACTOR** shall also pay all charges of utility service companies for connections to the Work, and **OWNER** shall pay all charges of such companies for capital cost related thereto.

6.7 Laws and Regulations: **CONTRACTOR** shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If **CONTRACTOR** observes that the Specifications or Drawings are at variance therewith, **CONTRACTOR** shall give **ENGINEER** prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If **CONTRACTOR** performs any Work knowing or having reason to know that it is contrary to such laws, ordinances, rules and regulations, and without such notice to **ENGINEER**, **CONTRACTOR** shall bear all costs arising therefrom; however, it shall not be **CONTRACTOR**'S primary responsibility to make certain that the Specifications and Drawings are in accordance with such laws, ordinances, rules and regulations.

6.8 Taxes: Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by him in accordance with the law of the place of the Project.

6.9 Use of Premises:

A. Contractor shall confine construction equipment, the storage of materials and equipment and the operations of workmen to areas permitted by law, ordinances, permits, or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment.

B. During progress of the Work, **CONTRACTOR** shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, Contractor shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by Owner. Contractor shall restore to their original condition those portions of the site not designated for alternation by the Contract Documents.

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

6.10 Record Documents: Contractor shall keep one record copy of all Specifications, Drawings, Addenda, Modifications, Shop Drawings, and Samples at the site in good order, and annotated to show all changes made during the construction process. These shall be available to Engineer for examination and shall be delivered to Engineer for Owner upon completion of the Work.

6.11 Safety and Protection:

A. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. All employees on the work site and other persons who may be affected thereby;
2. All the work and all materials or equipment to be incorporated therein, whether in storage on or off the site; and
3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities not designated for removal, relocation or replacement in the course of construction, and livestock.

B. Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders or any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. **CONTRACTOR** shall notify owners of adjacent property and utilities when prosecution of the Work may affect them. **CONTRACTOR** shall cooperate with the utility owner in the protection, removal, relocation, or replacement of such utility property. All damage, injury or loss to any property referred to in Paragraph 6.11.A.2 or 6.11.A.3 caused, directly or indirectly, in whole or in part, by **CONTRACTOR**, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by **CONTRACTOR** (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of **OWNER** or **ENGINEER** or anyone employed by the either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of **CONTRACTOR**). **CONTRACTOR**'S duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and **ENGINEER** has issued a notice to **OWNER** and **CONTRACTOR** in accordance with Paragraph 14.9 that the Work is acceptable.

C. **CONTRACTOR** shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be **CONTRACTOR**'S superintendent unless otherwise designated in writing by **CONTRACTOR** to **OWNER**.

6.12 Emergencies: In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, **CONTRACTOR**, without Special instruction or authorization from **ENGINEER** or **OWNER**, is obligated to act to prevent threatened damage, injury or loss. **CONTRACTOR** shall give **ENGINEER** prompt written notice to any significant changes in the Work or deviations from the Contract Documents caused thereby.

6.13 Shop Drawings and Samples:

A. After checking and verifying all field measurements, **CONTRACTOR** shall Submit to **ENGINEER** for review and approval, in accordance with the accepted schedule of Shop Drawing submissions and the procedures specified in the General Requirements, copies of all Shop Drawings, which shall have been checked by and stamped with the approval of **CONTRACTOR** and identified as **ENGINEER** may require. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and the like to enable **ENGINEER** to review the information as required.

B. **CONTRACTOR** shall also submit to **ENGINEER** for review and approval with such promptness as to cause no delay in Work, all Samples required by the Contract Documents. All Samples will have been checked by and stamped with the approval of **CONTRACTOR**, identified clearly as to material, manufacturer, and pertinent catalog numbers and the use for which intended.

C. At the time of each submission, **CONTRACTOR** shall in writing call **ENGINEER**'S attention to all deviations that the Shop Drawings or Samples may have from the requirements of the Contract Documents.

D. **ENGINEER** will review and approve with reasonable promptness Shop Drawings and Samples, but **ENGINEER**'S review and approval shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. **CONTRACTOR** shall make any corrections required by **ENGINEER** and shall return the required number of corrected copies of Shop Drawings and resubmit 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. **CONTRACTOR**'S stamp of approval on any Shop Drawing or Sample shall constitute a representation to **OWNER** and **ENGINEER** that **CONTRACTAOR** has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data or assumes full responsibility for doing so and that **CONTRACTOR** has reviewed or coordinated each Shop Drawing or Sample with the requirements of the Work and the Contract Documents.

E. Where a Shop Drawing or Sample is required by the Specifications, no related Work shall be commenced until the submittal has been reviewed and approved by **ENGINEER**.

F. **ENGINEER**'S review and approval of Shop Drawings or Samples shall not relieve **CONTRACTOR** from responsibility for any deviations from the Contract Documents unless **CONTRACTOR** has in writing called **ENGINEER**'S attention to such deviation at the time of submission and **ENGINEER** has given written concurrence and approval to the specific deviation, nor shall any concurrence and approval by **ENGINEER** relieve **CONTRACTOR** from responsibility for errors or omissions in the Shop Drawings or Samples.

6.14 Continuing The Work: **CONTRACTOR** shall carry on the Work and maintain the progress schedule during the disputes or disagreements with **OWNER**. No work shall be delayed or postponed pending resolution of any disputes or disagreements, except as **CONTRACTOR** and **OWNER** may otherwise agree in writing.

6.15 Indemnification:

A. To the fullest extent permitted by law, **CONTRACTOR** shall indemnify and hold harmless **OWNER** and **ENGINEER** and their agents, employees and consultants from and against all claims, damages, losses and expenses including, but not limited to attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) 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 and (2) is caused in whole or part by either

(a) any negligent act or omission of **CONTRACTOR**, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable regardless of whether or not it is caused in part by a party indemnified hereunder, or

(b) arises out of operation of law as a consequence of any act or omission of **CONTRACTOR**, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether any of them has been negligent.

B. In any and all claims against **OWNER** or **ENGINEER** or any of their agents, employees or consultants by any employee of **CONTRACTOR**, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.15.A shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by for **CONTRACTOR** or any Subcontractor under workers' or workmen's compensation acts, disability acts or other employee benefit acts.

C. The obligations of **CONTRACTOR** under Paragraph 6.15.A shall not extend to the liability of **ENGINEER**, his agents, employees or consultants arising out of the **ENGINEER**'S preparation or approval of maps, Drawings, opinions, reports, surveys, Change Orders, designs or Specifications.

D. This indemnification 6.15 shall survive the Agreement for at least two years after final payment.

ARTICLE 7 – WORK BY OTHERS

7.1 **OWNER** may perform additional work related to the Project by himself, or have additional work performed by utility service companies, or let other direct contracts therefor which shall contain General Conditions similar to these. **CONTRACTOR** shall afford the utility service companies and the other contractors who are parties to such direct contracts (or **OWNER**, if **OWNER** is performing the additional work with **OWNER**'S employees) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate his Work with theirs.

7.2 If any part of **CONTRACTOR**'S Work depends for proper execution or results upon the work of any such other contractor or utility service company (or **OWNER**), **CONTRACTOR** shall inspect and promptly report to **ENGINEER** in writing any patent or apparent defects or deficiencies in such work that render it unsuitable for such proper execution and results. **CONTRACTOR**'S failure to so report shall constitute an acceptance of the other work as fit and proper for integration with **CONTRATOR**'S Work except for latent defects and deficiencies in the other work.

7.3 **CONTRACTOR** shall do all cutting, fitting and patching of his Work that may be required to make its several parts come together properly and integrate with such other work. **CONTRACTOR** shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of **ENGINEER** and the others whose work will be affected.

7.4 If the performance of additional work by other contractors or utility service companies or **OWNER** was not noted in the Contract Documents, written notice thereof shall be given to **CONTRACTOR** prior to starting any such additional work. If **CONTRACTOR** believes that the performance of such additional work by **OWNER** or others involves additional expense or requires an extension of the Contract Time, **CONTRACTOR** may make a claim therefor as provided in Articles 11 and 12 provided that the **CONTRACTOR** will make no claim which is barred by the provisions of Paragraph 12.3.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.1 **OWNER** shall issue all communications to **CONTRACTOR** through **ENGINEER**.

8.2 In case of termination of the employment of **ENGINEER**, **OWNER** shall appoint an engineer whose status under the Contract Documents shall be that of the former **ENGINEER**.

8.3 **OWNER** shall furnish the data required of **OWNER** under the Contract Documents promptly and shall make payments to **CONTRACTOR** promptly after they are due as provided in Paragraphs 14.4.A and 14.9.A.

8.4 **OWNER**'S duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.1 and 4.4. Paragraph 4.2 refers to **OWNER**'S identifying and making available to **CONTRACTOR** copies of reports of investigations and tests of subsurface and latent physical conditions at the site or those reports that otherwise may affect performance of the Work which have been utilized by **ENGINEER** in preparing the Drawings and Specifications.

8.5 **OWNER**'S responsibilities in respect of purchasing and maintaining insurance are set forth in Article 5.

8.6 In connection with **OWNER**'S rights to request changes in the Work in accordance with Article 10, **OWNER** (especially in certain instances as provided in Paragraph 10.14) is obligated to execute Change Orders.

8.7 **OWNER**'S responsibility in respect of certain inspections, test and approvals is set forth in Paragraph 13.3.

8.8 In connection with **OWNER**'S right to stop Work or suspend Work, see Paragraphs 13.5 and 15.1. Paragraph 15.2.A deals with **OWNER**'S right to terminate services of **CONTRACTOR** under some circumstances.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.1 Owner's Representative: **ENGINEER** will be **OWNER**'S representative during the construction period. The duties and responsibilities and the limitations of authority of **ENGINEER** as **OWNER**'S representative during construction are set forth in the Contract Documents and shall not be extended without written consent of **OWNER** and **ENGINEER**.

9.2 Visits to Site: **ENGINEER** will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. **ENGINEER** shall make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, it the Work is proceeding in accordance with the Contract Documents. On the basis of such visits and on-site observations, **ENGINEER** will inform **OWNER** of the progress of the Work and will endeavor to guard **OWNER** against defects and deficiencies in the Work.

9.3 Clarifications and Interpretations: **ENGINEER** will issue with reasonable promptness such written clarifications or interpretations of the Contract Documents (in the form of Drawings or otherwise) as **ENGINEER** may determine necessary, which shall be consistent with or reasonably inferable from the overall Intent of the Contract Documents. If **CONTRACTOR** believes that a written clarification or interpretation justifies an increase in the Contract Price of Contract Time, **CONTRACTOR** may make a claim therefor as provided in articles 11 and 12.

9.4 Rejecting Defective Work: **ENGINEER** will have authority to disapprove or reject Work which **ENGINEER** believes to be defective, and will also have authority to require special inspection or testing of the Work as provided in Article 13, whether or not the Work is fabricated, installed or completed.

9.5 Project Representation: If **OWNER** and **ENGINEER** agree, **ENGINEER** will designate a Resident Project Representative to assist **ENGINEER** in observing the performance of the Work. The duties, responsibilities and limitations of authority of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions. If **OWNER** designates another agent to represent him at the site who is not **ENGINEER**'s agent or employee, the duties, responsibilities and limitations of authority of such other person will be as set forth in the Supplementary Conditions.

9.6 Decisions on Disagreements:

A. **ENGINEER** will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder: Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work shall be referred initially to **ENGINEER** in writing with a request for a formal decision in accordance with this Paragraph, which **ENGINEER** will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter shall be delivered by the claimant to **ENGINEER** and the other party to the Agreement within fifteen days of the occurrence of the event giving rise thereto and written supporting data will be submitted to **ENGINEER** and the other party within forty-five days of such occurrence unless **ENGINEER** allows an additional period of time to ascertain more accurate data. In this capacity as interpreter and judge, **ENGINEER** will not show partiality to **OWNER** or **CONTRACTOR** and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

B. The rendering of a decision by **ENGINEER** pursuant to Paragraph 9.6.A with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as provided in Paragraph 14.9) will be a condition precedent to any exercise by **OWNER** or **CONTRACTOR** of such rights or remedies as either may otherwise have under the Contract Documents or at law in respect of any such claim, dispute or other mater.

9.7 Limitations on Engineer's Responsibilities:

A. Neither **ENGINEER**'s authority to act under this Article 9 or elsewhere in the Contract Documents nor any decision made by **ENGINEER** in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of **ENGINEER** to **CONTRACTOR**, any Subcontractor, any manufacturer, fabricator, supplier or distributor or any of their agents or employees or any other person performing any of the Work.

B. Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed", "as approved" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper", or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review or judgement of **ENGINEER** as to the Work, it is intended, that such requirement, direction, review or judgement will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective never indicates that **ENGINEER** shall have authority to supervise or direct performance of the Work or authority to undertake responsibility contrary to the provisions of Paragraph 9.7.C and 9.7.D.

C. **ENGINEER** will not be responsible for **CONTRACTOR**'s means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and **ENGINEER** will not be responsible for **CONTRACTOR**'s failure to perform the Work in accordance with the Contract Documents.

D. **ENGINEER** will not be responsible for the acts or omissions of **CONTRACTOR** or of any Subcontractors, or of the agents or employees of any **CONTRACTOR** or Subcontractor, or of any other person at the site or otherwise performing any of the Work.

ARTICLE 10 – CHANGES IN THE WORK

10.1 Without invalidating the Agreement, **OWNER** may, at any time or from time to time, order additions, deletions or revisions in the work; these will be authorized by written Change Orders only; duly signed in advance by the parties and set forth in the public minutes of the **OWNER**. Upon receipt of a Change Order, **CONTRACTOR** shall proceed with the Work involved. All such work shall be executed under the applicable conditions of the Contract Documents. If any Change

Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 11 or Article 12 on the basis on a claim made by either party.

10.2 **ENGINEER** may authorize minor changes in the Work not involving an adjustment in the Contract Price or the Contract Time which are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order and shall be binding on **OWNER**, and also on **CONTRACTOR** who shall perform the change promptly. If **CONTRACTOR** believes that a Field Order Justifies an increase in the Contract Price or Contract Time, **CONTRACTOR** may make a claim therefor as provided in Article 11 or Article 12.

10.3 Additional Work performed without authorization of a Change Order will not entitle **CONTRACTOR** to an increase in the Contract Price or an extension of the Contract Time, except as in the case of an emergency as provided in Paragraph 6.12.

10.4 **OWNER** shall execute appropriate written Change Order prepared by **ENGINEER** covering changes in the Work which are required by **OWNER**, or required because of unforeseen physical conditions or emergencies, or because of uncovering work found not to be defective, or as provided in Paragraphs 11.6 and 15.1.

10.5 If notice of any changes affecting the general scope of the Work or change in the Contract Price is required by the provisions of any Bond to be given to the surety, it will be **CONTRACTOR**'S responsibility to so notify the Surety, and the amount of each applicable Bond shall be adjusted accordingly. **CONTRACTOR** shall furnish proof of such adjustment to **OWNER**.

ARTICLE 11 – CHANGE OF CONTRACT PRICE

11.1 The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to **CONTRACTOR** for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by **CONTRACTOR** shall be at his expense without change in the Contract Price.

11.2 The Contract Price may only be changed by a written Change Order duly signed in advance by the parties and set forth in the public minutes of the **OWNER**. Any claim for an increase in the Contract Price shall be based on written notice delivered to **OWNER** and **ENGINEER** within fifteen days of the occurrence of the event giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within forty-five days of such occurrence unless **ENGINEER** allows an additional period of time to ascertain accurate cost data. All claims for adjustment in the Contract Price shall be determined by **ENGINEER** if **OWNER** and **CONTRACTOR** cannot otherwise agree on the amount involved. Any change in the Contract Price resulting from any such claim shall be incorporated in a written Change Order.

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

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

B. By mutual acceptance of a lump sum.

C. On the basis of the Cost of the Work (determined as provided in Paragraph 11.4) plus a Contractor's Fee for overhead and profit (determined as provided in Paragraph 11.5).

D. Whenever the cost of any Work is to be determined pursuant to Paragraphs 11.4.A and 11.4.B, **CONTRACTOR** will submit in form acceptable to **ENGINEER**, an itemized cost breakdown together with supporting data.

11.4 Cost of the Work

A. The term Cost of the Work means the sum of all costs necessarily incurred and paid by **CONTRACTOR** in the proper performance of the Work. Except as otherwise may be agreed to in writing in advance by **OWNER**, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in Paragraph 11.4.B.

1. Payroll costs for employees in the direct employ of **CONTRACTOR** in the performance of the Work under schedules of job classifications agreed upon by **OWNER** and **CONTRACTOR**. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs 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' or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing Work after regular working hours, on 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 manufacturers' 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 all 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 the Subcontractors for work performed by Subcontractors. If required by **OWNER**, **CONTRACTOR** shall obtain competitive bids from Subcontractors acceptable to **CONTRACTOR** and shall deliver such bids to **OWNER** who will then determine, with the advice of **ENGINEER**, which bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a Fee, the Subcontractor's Cost of the Work shall be determined in the same manner as **CONTRACTOR**'S Cost of the Work. All subcontractors shall be subject to the other provisions of the Contract Documents in so far as applicable.

4. Supplemental cost including the following:
   a. Rentals of 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, installation, dismantling and removal thereof--all in accordance with 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.
   b. Cost of premiums for additional Bonds and insurance required because of changes in the Work.

B. The Term Cost of the Work shall not include any of the following:
1. Payroll costs and other compensation of **CONTRACTOR**'s officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by **CONTRACTOR** whether at the site or in his principal or a branch office for general administration of the work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.4.A.1 C

all of which are to be considered administrative costs covered by the **CONTRACTOR**'s Fee.

2. Expenses of **CONTRACTOR**'S principal and branch offices other than **CONTRACTOR**'S office at the site.
3. Any part of **CONTRACTOR**'S capital expenses, including interest on **CONTRACTOR**'S capital employed for the Work and charges against **CONTRACTOR** for delinquent payments.
4. Cost of premiums for all Bonds and for all insurance whether or not **CONTRACTOR** is required by the Contract Documents to purchase and maintain the same (except for additional Bonds and insurance required because of changes in the Work).
5. Costs due to the negligence of **CONTRACTOR**, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.
6. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 11.4.A.

11.5 Contractor's Fee:

A. The Contractor's Fee allowed to **CONTRACTOR** for overhead and profit shall be determined as follows:
   1. A mutually acceptable fixed fee; or if none can be agreed upon,
   2. A fee based on the following percentages of the various portions of the Cost of the Work:
      a. For costs incurred under Paragraphs 11.4.A.1 and 11.4.A.2, the Contractor's Fee shall not exceed a total of twenty percent for overhead and profit.
      b. For costs incurred under Paragraph 11.4.A.3, the Contractor's Fee shall not exceed a total of five percent; and if a subcontract is on the basis of Cost of the Work Plus a Fee, the maximum allowable to the Subcontractor as a fee for overhead and profit shall not exceed a total of twenty percent.
      c. No fee shall be payable on the basis of costs itemized under Paragraphs 11.4.A.4, and 11.4.B.

B. The amount of credit to be allowed by **CONTRACTOR** to **OWNER** for any such change which results in a net decrease in cost, will be the net decrease in Cost of the Work plus ten percent of the net decrease in the Cost of the Work. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any.

11.6 Cash Allowances: 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 done by such Subcontractors, manufacturers, fabricators, suppliers or distributors and for such sums within the limit of the allowances as may be acceptable to **ENGINEER**. Upon final payment, the Contract Price shall be adjusted as required and an appropriate Change Order issued. **CONTRACTOR** agrees that the original Contract Price includes such sums as **CONTRACTOR** deems proper for costs and profit on account of cash allowances. No demand for additional cost or profit in connection therewith will be allowed.

ARTICLE 12 – CHANGE OF THE CONTRACT TIME

12.1 The Contract Time may only be changed by a written Change Order approved in advance by the parties and set forth in **OWNER**'s public minutes. Any claim for an extension in the Contract Time shall be based on written notice delivered to **OWNER** and **ENGINEER** within fifteen days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence unless **ENGINEER** allows an

additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined by **OWNER** if **ENGINEER** and **CONTRACTOR** cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a written Change Order as set forth above.

12.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of **CONTRACTOR** if a claim is made therefor as provided in Paragraph 12.1. Such delays shall include, but not be limited to, acts or neglect by **OWNER** or others performing additional work as contemplated by Article 7, or to fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God. No extension of the Contract Time will be granted where the delay is attributable to a Subcontractor, manufacturer, fabricator, supplier or distributor or any other party performing services or furnishing material or equipment on behalf of the **CONTRACTOR** unless such party's delay is attributable to one of the above enumerated causes.

12.3 The time limits concerning Substantial Completion and final completion as stated in the Contract Documents are of the essence. The provisions of this Article 12 shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party, provided, however that **CONTRACTOR** shall not be entitled to damages for any delay occurring as a consequence of a delay in additional work being performed by others pursuant to Paragraph 7.1 hereof if the performance of said additional work was noted in the Contract Documents and the delay (by others) was not directly caused by the fault of **OWNER**.

ARTICLE 13 – WARRANTY AND GUARANTEE; TESTS AND INSPECTION; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.1 Warranty and Guarantee: **CONTRACTOR** warrants and guarantees to **OWNER** and **ENGINEER** that all work will be in strict accordance with the Contract Documents and will not be defective. Prompt notice after discovery of all defects shall be given to **CONTRACTOR**. All defective Work, whether or not in place, may be rejected or corrected as provided in this Article 13.

13.2 Access to Work: **ENGINEER** and **ENGINEER**'s representatives, other representatives of **OWNER**, testing agencies and governmental agencies with Jurisdictional Interests will have access to the Work at reasonable times for their observation, inspection and testing. **CONTRACTOR** shall provide proper and safe conditions for such access.

13.3 Tests and Inspections:

A. **CONTRACTOR** shall give **ENGINEER** timely notice of readiness of the Work for all required inspections, tests or approvals.

B. If any law, ordinance, rule, regulation, code, or orders of any public body having jurisdiction requires any Work (or part thereof) to specifically be inspected, tested or approved, **CONTRACTOR** (unless another party is specified in the General Requirements) shall assume full responsibility therefor, pay all costs in connection therewith and furnish **ENGINEER** the required certificates of inspection, testing or approval. **CONTRACTOR** shall also be responsible for and shall pay all costs in connection with any inspection or testing required by the Specifications in connection with **OWNER**'s or **ENGINEER**'s acceptance of a manufacturer, fabricator, supplier or distributor of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to **CONTRACTOR**'S purchase thereof for incorporation in the Work. The cost of all other inspections, tests and approvals required by the Contract Documents shall be paid by **OWNER** (unless otherwise specified).

C. All inspections, tests or approvals other than those required by law ordinance, rule, regulation, code or order of any public body having Jurisdiction shall be performed by organizations acceptable to **OWNER** (or by **ENGINEER** if so specified).

D. If any Work that is to be inspected, tested or approved is covered without written concurrence of **ENGINEER**, it must, if requested by **ENGINEER**, be uncovered for observation. Such uncovering shall be at **CONTRACTOR**'s expense unless **CONTRACTOR** has given **ENGINEER** timely notice of **CONTRACTOR**'s intention to cover such Work and **ENGINEER** has not acted with reasonable promptness in response to such notice.

E. Neither observations by **ENGINEER** nor inspections, tests or approvals by others shall relieve **CONTRACTOR** from his obligations to perform the Work in accordance with the Contract Documents.

13.4 Uncovering Work:

A. If any Work is covered contrary to the written request of **ENGINEER**, it must, if requested by **ENGINEER**, be uncovered for **ENGINEER**'s observation and replaced at **CONTRACTOR**'s expense.

B. If **ENGINEER** considers it necessary or advisable that covered Work be observed by **ENGINEER** or inspected or tested by others, **CONTRACTOR**, at **ENGINEER**'S request, shall uncover, expose or otherwise make available for observation, inspection or testing as **ENGINEER** may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, **CONTRACTOR** shall bear all expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order shall be issued. If, however, such Work is not found to be defective, **CONTRACTOR** shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing or reconstruction if he makes a claim therefor as provided in Articles 11 and 12.

13.5 Owner May Stop the Work: If the Work is defective, or **CONTRACTOR** fails to supply sufficient skilled Workmen or suitable materials or equipment, **OWNER** may order **CONTRACTOR** to stop the Work, or any portion thereof, until the cause for such order has been eliminated. However, this right of **OWNER** to stop the Work shall not give rise to any duty on the part of **OWNER** to exercise this right for the benefit of **CONTRACTOR** or any other party.

13.6 Correction or Removal of Defective Work: If required by **ENGINEER**, **CONTRACTOR** shall promptly, without cost to **OWNER** and as specified by **ENGINEER**, either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by **ENGINEER**, remove it from the site and replace it with nondefective Work.

13.7 One Year Correction Period: If, within one year after the date of Substantial Completion or such longer period of time as may be prescribed by law or 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, **CONTRACTOR** shall promptly, without cost to **OWNER** and in accordance with **OWNER**'s written instructions, either correct such defective Work, or, if it has been rejected by **OWNER**, remove it from the site and replace it with nondefective Work. If **CONTRACTOR** does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, **OWNER** may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by **CONTRACTOR**.

13.8 Acceptance of Defective Work:

A. If, instead of requiring correction or removal and replacement of defective Work, **OWNER** (and, prior to **ENGINEER**'s recommendation of final payment, also **ENGINEER**) prefers to accept it, **OWNER** may do so. In such case, if acceptance occurs prior to **ENGINEER**'s

recommendation of final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Prices or, if the acceptance occurs after such recommendation, an appropriate amount shall be paid by **CONTRACTOR** to **OWNER**.

B. **OWNER** may require **CONTRACTOR** to furnish, at **CONTRACTOR**'S expense, performance guarantees and additional Bonds prior to acceptance of defective Work.

13.9 Owner May Correct Defective Work: If **CONTRACTOR** fails within a reasonable time after written notice of **ENGINEER** to proceed to correct and to correct defective work or to remove and replace rejected Work as required by **ENGINEER** in accordance with Paragraph 13.6, or if **CONTRACTOR** fails to perform the work in accordance with the Contract Documents (including any requirements of the progress schedule), **OWNER** may, after seven days' written notice to **CONTRACTOR**, correct and remedy any such deficiency. In exercising his rights under this Paragraph, **OWNER** shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, **OWNER** may exclude **CONTRACTOR** from all or part of the site, take possession of all or part of the Work, and suspend **CONTRACTOR**'s services related thereto, take possession of **CONTRACTOR**'s tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which **OWNER** has paid **CONTRACTOR** but which are stored elsewhere. **CONTRACTOR** shall allow **OWNER**, **OWNER**'s representatives, agents and employees such access to the site as may be necessary to enable **OWNER** to exercise his rights under this Paragraph. All direct and indirect costs of **OWNER** in exercising such rights shall be charged against **CONTRACTOR** in an amount verified by **ENGINEER**, and a Change Order shall be issued incorporating the necessary revisions in the Contract Documents and a reduction in the Contract Price. Such direct and indirect costs shall include, in particular but without limitation, compensation for additional professional services required and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of **CONTRACTOR**'s defective Work. **CONTRACTOR** shall not be allowed an extension of the Contract Time because of any delay in his performance of the Work attributable to the exercise by **OWNER** of **OWNER**'s rights hereunder.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.1 Schedules: At least twenty days prior to submitting the first application for a progress payment, **CONTRACTOR** shall (except as otherwise specified in the General Requirements) submit to **ENGINEER** a progress schedule, final schedule of Shop Drawings submission and where applicable, a schedule of values of the Work. These schedules shall be satisfactory in form and substance to **ENGINEER**. The schedule of values shall include, quantities and unit prices aggregating the Contract Price, and shall subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Upon acceptance of the schedule of values by **ENGINEER**, it shall be incorporated into a form of Application for Payment acceptable to **ENGINEER**.

14.2 Application for Progress Payment: At least ten days before each application for a progress payment falls due (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 and also as **ENGINEER** may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by such data, satisfactory to **OWNER**, as will establish **OWNER**'s title to the material and equipment and protect **OWNER**'s interest therein, including applicable insurance. Each subsequent Application for Payment shall include an affidavit of **CONTRACTOR** stating that all previous progress payments received on account of the Work have been applied to discharge in full all of **CONTRACTOR**'s obligations reflected in prior Applications for Payment. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

14.3 Contractor's Warranty of Title: **CONTRACTOR** warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to **OWNER** at the time of payment free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens").

14.4 Review of Applications for Progress Payments:

A. **ENGINEER** will, within ten days after receipt of each Application for Payment, either indicate in writing his recommendation of payment and present the Application to **OWNER**, or return the Application to **CONTRACTOR** indicating in writing **ENGINEEER**'s reasons for refusing to recommend payment. In the latter case, **CONTRACTOR** may make the necessary corrections and resubmit the Application.

B. **ENGINEER**'s recommendation of any payment requested in an Application for Payment will constitute a representation by **ENGINEER** to **OWNER**, based on **ENGINEER**'s on-site observations of the Work in progress as an experienced and qualified design professional and on **ENGINEEER**'s review of the Application for Payment and the accompanying data and schedules that the Work has progressed to the point indicated that, to the best of **ENGINEER**'s knowledge, information and belief, the quality of the work is in accordance with the Contract Documents (subject to an evaluation of the work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in the recommendation) and that **CONTRACTOR** is entitled to payment of the amount recommended. However, by recommending any such payment **ENGINEER** will not thereby be deemed to have represented that exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work, or that the means, methods, techniques, sequences, and procedures of construction have been reviewed, or that any examination has been made to ascertain how or for what purpose **CONTRACTOR** has used the moneys paid or to be paid to **CONTRACTOR** on account of the Contract Price, or that title to any Work, materials or equipment has passed to **OWNER** free and clear of any Liens.

C. **ENGINEER**'s recommendation of final payment will constitute an additional representation by **ENGINEER** to **OWNER** that the conditions precedent to **CONTRACTOR**'s being entitled to final payment as set forth in Paragraph 14.9 have been fulfilled.

D. **ENGINEER** may refuse to recommend the whole or any part of any payment if, in **ENGINEER**'s opinion, it would be incorrect to make such representations to **OWNER**. **ENGINEER** may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify and such payment previously recommended, to such extent as may be necessary in **ENGINEER**'s opinion to protect **OWNER** from loss because:

1. The Work is defective, or completed Work has been damaged requiring correction or replacement,
2. Written claims have been made against **OWNER** or Liens have been filed in connection with the Work,
3. The Contract Price has been reduced because of Modifications,
4. **OWNER** has been required to correct defective Work or complete the Work in accordance with Paragraph 13.9,
5. Of **CONTRACTOR**'s unsatisfactory prosecution of the Work in accordance with the Contract Documents, or
6. Of **CONTRACTOR**'s failure to make payment to Subcontractors for labor, materials or equipment.

14.6 Partial Utilization: Use by **OWNER** of completed portions of the Work may be accomplished prior to Substantial Completion of all the Work subject to the following:

A. **OWNER** at any time may request **CONTRACTOR** in writing to permit **OWNER** to use any part of the Work which **OWNER** believes to be substantially complete and which may be used without significant interference with construction of the other parts of the Work. If **CONTRACTOR** agrees, **CONTRACTOR** will certify to **OWNER** and **ENGINEER** that said part of the Work is substantially complete and request **ENGINEER** to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time thereafter **OWNER**, **CONTRACTOR** and **ENGINEER** shall make an inspection of that part of the Work to be substantially complete, **ENGINEER** will notify **OWNER** and **CONTRACTOR** in writing giving his reason therefor. If **ENGINEER** considers that part of the Work to be substantially complete, **ENGINEER** will execute and deliver to **OWNER** and **CONTRACTOR** a certificate to that effect, fixing the date of Substantial Completion as to that part of the Work, attaching thereto a tentative list of items to be completed or corrected before final payment. Prior to issuing a certificate of Substantial Completion as to part of the Work, **ENGINEER** will deliver to **OWNER** and **CONTRACTOR** a written recommendation as to the division of responsibilities pending final payment between **OWNER** and **CONTRACTOR**, with respect to security, operation, safety, maintenance, utilities and insurance for that part of the Work which shall become binding upon **OWNER** and **CONTRACTOR** at the time of issuing the definitive certificate of Substantial Completion as to that part of the Work, unless **OWNER** and **CONTRACTOR** shall have otherwise agreed in writing and so informed **ENGINEER**. **OWNER** shall have the right to exclude **CONTRACTOR** from any part of the Work which **ENGINEER** has so certified to be substantially complete, but **OWNER** shall allow **CONTRACTOR** reasonable access to complete or correct items on the tentative list.

B. In lieu of the issuance of a Certificate of Substantial Completion as to part of the Work, **OWNER** may take over operation of a facility constituting part of the Work whether or not it is substantially complete if such facility is functionally and separately useable provided that prior to any such take over, **OWNER** and **CONTRACTOR** have agreed as to the division of responsibilities between **OWNER** and **CONTRACTOR** for security, operation, safety, maintenance, correction period, heat, utilities and insurance with respect to such facility.

C. No occupancy of part of the Work or taking over of operations of a facility will be accomplished prior to compliance with the requirements of Paragraph 5.8, in respect of property insurance.

14.7 Final Inspection: Upon written notice from **CONTRACTOR** that the Work is complete, **ENGINEER** will make a final inspection with **OWNER** and **CONTRACTOR** and will notify **CONTRACTOR** in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. **CONTRACTOR** shall immediately take such measures as are necessary to remedy such deficiencies.

14.8 Final Application for Payment: After **CONTRACTOR** has completed all such corrections to the satisfaction of **ENGINEER** and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked up record documents, and other documents all as required by the Contract Documents, and after **ENGINEER** has indicated that the Work is acceptable (subject to the provisions of Paragraph 14.10) **CONTRACTOR** may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents and such other data and schedules as **ENGINEER** may reasonably require, together with complete and legally effective releases or waivers (satisfactory to **OWNER**) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by **OWNER**, **CONTRACTOR** may furnish receipts or releases in full as an affidavit of **CONTRACTOR** that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which **OWNER** or his property might in any way be responsible, have been paid or otherwise satisfied and consent of the Surety, if any, to final payment. If any Subcontractor, manufacturer,

fabricator, supplier or distributor fails to furnish a release or receipt in full, **CONTRACTOR** may furnish a Bond or other collateral satisfactory to **OWNER** to indemnify **OWNER** against any Lien.

14.9 Final Payment and Acceptance:

A. 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, all as required by the Contract Documents, **ENGINEER** is satisfied that the Work has been completed and **CONTRACTOR** has fulfilled all of his obligations under the Contract Documents, **ENGINEER** will, within ten days after receipt of the final Application for Payment, indicate in writing his recommendation of payment and present the Application to **OWNER** for payment. Thereupon **ENGINEER** will give written notice to **OWNER** and **CONTRACTOR** that the Work is acceptable subject to the provisions of Paragraph 14.11. Otherwise, **ENGINEER** will return the Application 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. If the Application and accompanying documentation are appropriate as to form and substance, **OWNER** shall, within thirty days after receipt thereof, pay **CONTRACTOR** the amount recommended by **ENGINEER**.

B. If, through no fault of **CONTRACTOR**, final completion is materially delayed and if **ENGINEER** so confirms, **OWNER** shall, upon receipt of **CONTRACTOR**'s final Application for Payment and recommendations of **ENGINEER**, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by **OWNER** for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in Paragraph 5.1, the written consent of the Surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by **CONTRACTOR** to **ENGINEER** with his Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

14.10 Contractor's Continuing Obligation: **CONTRACTOR**'s obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by **ENGINEER**, nor the issuance of a certificate of Substantial Completion, nor any payment by **OWNER** to **CONTRACTOR** under the Contract Documents, nor any use or occupancy of the Work or any part thereof by **OWNER**, nor any act of acceptance by **OWNER** nor any failure to do so, nor the issuance of a notice of acceptability by **ENGINEER** pursuant to Paragraph 14.9, nor any correction of defective Work by **OWNER** shall constitute an acceptance of Work not in accordance with the Contract Documents or a release of **CONTRACTOR**'s obligation to perform the Work in accordance with the Contract Documents.

14.11 Waiver of Claims: The making and acceptance of final payment shall constitute:

A. A waiver of all claims by **OWNER** against **CONTRACTOR**, except claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.7 or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein: however it shall not constitute a waiver by the **OWNER** of any rights in respect of **CONTRACTOR**'s continuing obligations under the Contract Documents; and

B. A waiver of all claims by **CONTRACTOR** against **OWNER** other than those previously made in writing and still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.1 Owner May Suspend Work: **OWNER** may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to **CONTRACTOR** and **ENGINEER** which shall fix the date on which Work shall be resumed. **CONTRACTOR** shall resume the Work on the date so fixed. **CONTRACTOR** will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if he makes a claim therefor as provided in Articles 11 and 12.

15.2 Owner May Terminate:

A. Upon the occurrence of any one or more of the following events:

1. If **CONTRACTOR** is adjudged as bankrupt or insolvent,
2. If **CONTRACTOR** makes a general assignment for the benefit of creditors,
3. If a trustee or receiver is appointed for **CONTRACTOR** or for any of **CONTRACTOR**'S property,
4. If **CONTRACTOR** files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws,
5. If **CONTRACTOR** repeatedly fails to supply sufficient skilled Workmen or suitable materials or equipment,
6. If **CONTRACTOR** repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment,
7. If **CONTRACTOR** disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction,
8. If **CONTRACTOR** disregards the authority of **ENGINEER**, or
9. If **CONTRACTOR** otherwise violates in any substantial way any provisions of the Contract Documents,

OWNER may, after giving **CONTRACTOR** and his Surety seven days' written notice, terminate the services of **CONTRACTOR**, exclude **CONTRACTOR** from the site and take possession of the Work and of all **CONTRACTOR**'S tools, appliances, construction equipment and machinery at the site and use the same to full extent they could be used by **CONTRACTOR** (without liability to **CONTRACTOR** for trespass or conversion), 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 finish the Work as **OWNER** may deem expedient. In such case **CONTRACTOR** shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Work, including compensation for additional professional services, such excess shall be paid to **CONTRACTOR**. If such costs exceed such unpaid balance, **CONTRACTOR** shall pay the difference to **OWNER**. Such costs incurred by **OWNER** shall be verified by **ENGINEER** and incorporated in a Change Order, but in finishing the work **OWNER** shall not be required to obtain the lowest figure for the Work performed.

B. Where **CONTRACTOR**'s services have been so terminated by **OWNER**, the termination shall not affect any rights of **OWNER** against **CONTRACTOR** then existing or which may thereafter accrue. Any retention or payment of moneys due **CONTRACTOR** by **OWNER** will not release **CONTRACTOR** from liability.

C. Upon seven days' written notice to **CONTRACTOR** and **ENGINEER**, **OWNER** may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement. In such case, **CONTRACTOR** shall be paid for all Work executed and any expense sustained plus reasonable termination expenses.

15.3 Contractor May Stop Work or Terminate: If, through no act or fault of **CONTRACTOR**, the Work is suspended for a period of more than ninety days by **OWNER** or under an order of court or other public authority, or **ENGINEER** fails to acts on any Application for Payment within thirty days after it is submitted, or **OWNER** fails to pay **CONTRACTOR** any sum finally determined to be due, then **CONTRACTOR** may, upon seven days' written notice to **OWNER** and E**NGINEER**, terminate the Agreement and recover from **OWNER** payment for all Work executed and any expense sustained plus reasonable termination expenses. In addition and in lieu if terminating the Agreement, if **ENGINEER** has failed to act on an Application for Payment or **OWNER** has failed to make any payment as aforesaid, **CONTRACTOR** may upon seven days' written notice to **OWNER** and **ENGINEER** stop the Work until payment of all amounts then due. The provision of this paragraph shall not relieve **CONTRACTOR** of his obligations under Paragraph 6.14 to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with **OWNER**.

ARTICLE 16 – DISPUTE RESOLUTION

16.1 Unless otherwise provided in the Supplementary Conditions, all claims, disputes and other matters in question between **OWNER** and **CONTRACTOR** arising out of, or relating to the Contract Documents or the breach thereof, except for claims which have been waived by the making or acceptance of final payment as provided by Paragraph 14.11, shall be decided by the courts of the jurisdiction in which the Project is located.

16.2 In the case of any dispute that is required to be referred to **ENGINEER** initially for decision in accordance with Paragraph 9.6, no legal proceeding shall be instituted prior to the earlier of (a) the date on which **ENGINEER** had rendered a decision, or (b) the tenth day after the parties have presented their evidence to **ENGINEER**: and no proceeding with respect to such dispute shall be made later than thirty days after the date on which **ENGINEER** has rendered a written decision in respect thereof.

ARTICLE 17 – MISCELLANEOUS

17.1 Giving Notice: Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of notice.

17.2 Computation of Time: When any period of time is referred to in the Contract Documents by days, it shall 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 shall be omitted from the computation.

17.3 General:

A. Should **OWNER** suffer injury or damage to his person or property because of any error, omission or act of the **CONTRACTOR** or of any of the **CONTRACTOR**'s employees or agents or others for whose acts the **CONTRACTOR** is legally liable, claim shall be made in writing to the **CONTRACTOR** within a reasonable time of the first observance of such injury or damage.

B. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon **CONTRACTOR**, by Paragraphs 6.15, 13.1, 13.6, 13.9, 14.3 and 15.2 and all of the rights and remedies available to **OWNER** and **ENGINEER** thereunder, shall be in addition to, and shall not 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 law or contract, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this

Paragraph shall 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. All representations, warranties and guarantees made in the Contract Documents shall survive final payment and termination or completion of this Agreement.

17.4 Headings: The Article and Paragraph headings are inserted for convenience only and do not constitute part of these General Conditions.

END OF SECTION

SECTION 007300
SUPPLEMENTARY CONDITIONS

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SUPPLEMENTAL CONDITIONS

1. Definitions

The definition of “Technical Specifications” shall be the same as the definition for Specifications stated in Article 1 of the General Conditions.

The definition of “Contract Documents” included in Article 1 of the General Conditions shall be expanded to include the Advertisement for Bids, “Notice of Award, and Notice to Proceed.”

2. Before Starting Construction

In addition to the requirements of Paragraph 2.5.B of the General Conditions, “**CONTRACTOR** shall submit to **ENGINEER** for review and acceptance, an estimated work payment schedule in dollars versus contract time. The payment schedule shall be submitted together with the progress schedule and schedule of Shop Drawings within ten (10) days after the Effective date of the Agreement.”

In addition to the requirements of Paragraph 2.5 of the General Conditions, “**CONTRACTOR** shall deliver to the **OWNER**, with his signed Contract, all bonds and insurance which he is required to purchase and maintain in accordance with Article 5 of the General Conditions. A copy shall also be submitted to the **ENGINEER**. The **OWNER** shall deliver to the **CONTRACTOR** a copy of all policies of insurance which the **OWNER** is required to purchase and maintain in accordance with Article 5 of the General Conditions.”

3. Preconstruction Conference

The time period for holding the preconstruction conference as stated in Paragraph 2.6 of the General Conditions shall be changed from within 20 days to within 30 days after the Effective date of the Agreement, but before the **CONTRACTOR** starts the Work at the site.

4. Insurance Requirements

In addition to the requirements of Article 5 of the General Conditions, insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the **CONTRACTOR** under the terms of the Contract. The **CONTRACTOR** shall procure and maintain at his own expense any additional kinds and amounts of insurance that, in his own judgement, may be necessary for his proper protection in the prosecution of the Work.

The **CONTRACTOR** shall carry insurance as prescribed herein and all policies shall be with companies satisfactory to the City of Gluckstadt, Mississippi.

If a part of this Contract is sublet, the **CONTRACTOR** shall require each Subcontractor to carry insurance of the same kinds and in like amounts as carried by the **CONTRACTOR**.

Certificates of insurance shall state that 10 days written notice will be given to the **OWNER** before the policy is cancelled or changed. No **CONTRACTOR** or Subcontractor will be allowed to start any construction work on this Contract until certificates of all insurance required herein are filed and approved by the **OWNER**. The certificates shall show the type, amount, class of operations covered, effective dates and the dates of the expiration of policies.

The **CONTRACTOR** shall secure and maintain in effect for the period of the Contract and pay all premiums for the following kinds and amounts of insurance.

a. Worker's Compensation and Employer's Liability Insurance

This insurance shall protect the **CONTRACTOR** against all claims under the applicable State Worker's Compensation Laws. The **CONTRACTOR** shall also be protected and shall cause each Subcontractor to be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a Worker's Compensation Law. The liability limits shall not be less than the required statutory limits for Worker's Compensation and Employer's Liability in the amount of ONE HUNDRED THOUSAND DOLLARS ($100,000.00) for each person. This policy shall include an all states endorsement.

b. **CONTRACTOR**'S Comprehensive Public Liability and Property Damage Insurance, covering all operations in connection with the performance if this Contract in amounts not less than the following:

Bodily injury liability in the amount of ONE MILLION DOLLARS ($1,000,000) for each person and ONE MILLION DOLLARS ($1,000,000) for each accident and property damage liability in the amount of ONE MILLION DOLLARS ($1,000,000) for all damages arising out of the injury or destruction of property in any one accident and subject to that limit per accident a total for aggregate limit of ONE MILLION DOLLARS ($1,000,000) for all damages arising out of injury to or destruction of property during the policy period.

The Comprehensive Public Liability and Property Damage policies carried by both the **CONTRACTOR** and the Subcontractors shall contain an endorsement to include the coverage of the following hazards:

i. Explosion, collapse, and underground property damage to include any damage or destruction of property below the surface of the ground, such as wires, conduits, pipes, mains, sewers, etc., caused by the **CONTRACTOR**'S operations.

ii. The collapse of an structural injury to any building, structure or property on or adjacent to the **OWNER**'S premises or right-of-way caused by the **CONTRACTOR**'S operations in the removal of other buildings, structures, or supports, or by excavation below the surface of the ground.

iii. Contractual Liability Coverage for the Hold Harmless segments of the Contract Documents.

c. CONTRACTOR'S Contingent or Protective Liability and Property Damage:

In case part of this Contract is sublet, the **CONTRACTOR** shall secure contingent or protective liability and property damage insurance to protect him from any and all claims arising from the operation of his Subcontractors in the execution of Work included in the Contract. In no case shall the amount of such protection be less than the limits of $1,000,000 for Public Liability Insurance and $1,000,000 for Property Damage Insurance. The coverage in each case shall be acceptable to the **OWNER**.

d. Automotive Public Liability and Property Damage

The **CONTRACTOR** shall maintain automobile public liability insurance in the amount of not less than ONE MILLION DOLLARS ($1,000,000) for injury to one person and ONE MILLION DOLLARS ($1,000,000) for one accident; and automobile property damage insurance in the amount of not less than ONE MILLION DOLLARS ($1,000,000) for one accident to protect him from any and all claims arising from the use of the following:

i. **CONTRACTOR**'S own automobiles and trucks.

ii. Hired automobiles and trucks.

iii. Automobiles and trucks owned by Subcontractors.

The aforementioned is to cover use of automobiles and trucks on and off the site of the Project.

e. OWNER'S Protective Liability Policy

The **CONTRACTOR** shall maintain **OWNER**'S Protective Liability Insurance with City of Gluckstadt as the named insured, and the **ENGINEER**, and their servants, agents, and employees as additional insureds in amounts not less than the following:

i. Bodily Injury in the amount of ONE MILLION DOLLARS ($1,000,000) for each person and ONE MILLION DOLLARS ($1,000,000) for each accident and property damage liability in the amount of ONE MILLION DOLLARS ($1,000,000) for all damages arising out of an injury or destruction of property in any one accident and subject to that limit per accident a total (or aggregate) limit of ONE MILLION DOLLARS ($1,000,000) for all damages arising out of injury to or destruction of property during the policy period.

f. Builder's Risk Insurance Fire and Extended Coverage

Until the Project is completed and is accepted by the **OWNER**, the **CONTRACTOR** is required to maintain Builder's Risk Insurance (fire and extended coverage) adequate to fully cover the insurable portion of the Project for the benefit of the **OWNER**, the **CONTRACTOR** and Subcontractors as their interests may appear.

5. Concerning Subcontractors: Not Used.

6. Record Documents

In addition to the requirements of Paragraph 6.10 of the General Conditions, **CONTRACTOR** shall provide accurate 'mark-ups' acceptable to the **ENGINEER** on or before the date of Substantial Completion of the Project for use by the **ENGINEER** in preparation of 'record' drawings. Final payment will not be made to the **CONTRACTOR** prior to the **ENGINEER** receiving these mark-ups from the **CONTRACTOR**.

7. Limitations on ENGINEER'S Responsibilities

In addition to the requirements of Paragraph 9.7C, when it comes to his attention, the **ENGINEER** will immediately notify the **OWNER** in the event that the **CONTRACTOR** is not complying with the Contract Documents or is conducting the Work in such a manner that could be considered grounds for termination of the Contract. The **CONTRACTOR** shall retain responsibility for performing all Work in compliance with the Contract Documents.

8. Change of Contract Price:

In addition to the requirements of Article 11 of the General Conditions, the following is added:

If the Contractor is delayed, hindered or impeded at any time in the progress of the Work for any reason or by any alleged act or neglect of the Owner or the Engineer, or by any employee of either or by a separate Contractor employed by the Owner, or by changes ordered in the scope of the Work, or by other causes beyond the Contractor's control, then the Contract Time may be extended by Change Order for such reasonable time as is agreed to by the Owner. However, to the fullest extent permitted by law, and notwithstanding any other provisions in the Contract Documents, the Owner and it's agents and employees shall not be liable for any damages for

delay whether for direct or indirect costs, extended home office overhead, idle or inefficient labor or equipment, cost escalations, or monetary claims of any nature arising from or attributable to delay by any cause whatsoever. The Contractor's sole and exclusive right and remedy for delay by any cause is an extension of the Contract Time but no increase in the Contract Price.

9. Change of the Contract Time

In addition to the requirements of Paragraph 12.2 of the General Conditions, the following conditions must be satisfied in order for the Owner and Engineer to award a time extension for unusually severe weather:

a. The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

b. The unusually severe weather must cause a delay in the completion of the project. The delay must be beyond control without the fault of negligence of the **CONTRACTOR**.

c. The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the baseline for monthly weather time evaluations. The **CONTRACTORS'S** activity durations for inclusion in the progress schedule must reflect these anticipated adverse weather delays in all-weather dependent activities.

Month	Days	Month	Days
January	6	July	5
February	6	August	6
March	5	September	5
April	6	October	4
May	5	November	4
June	7	December	5

10. Payments to CONTRACTOR

Paragraph 14.2, Application for Progress Payment, is deleted in its entirety and the following substituted therefore:

a. Monthly Estimates and Partial Payments: The **CONTRACTOR**'**S** partial payment period shall end on the last day of each month. The **CONTRACTOR** shall submit acceptable Application for Payment to the **ENGINEER** by the 5th of each month provided that the amount due on completed work is at least $500.00. The partial payment request shall be filled out and signed by the **CONTRACTOR** covering the work completed as of the date of the request and accompanied by such supporting documentation as it's required by the Contract Documents and as the **ENGINEER** may reasonably require. At the discretion of the **OWNER**, the **ENGINEER** may be authorized to include in any monthly estimate advances covering approximately 95 percent of the value of unused materials delivered and stored on the site of the work. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site, the Application for Payment shall also be accompanied by such data, satisfactory to **OWNER**, as will establish **OWNER**'S title to the material and equipment and protect **OWNER**'S title to the material and equipment and protect **OWNER**'S interest therein, including applicable insurance. Each subsequent Application for Payment shall

include an affidavit of **CONTRACTOR** stating that all previous progress payments received on account of the Work have been applied to discharge in full all of **CONTRACTOR**'S obligations reflected in prior Applications for Payment.

b. After each monthly estimate has been approved, the **OWNER** shall pay 95 percent of the amount of said estimate. From the total value of each estimate there will be deducted an amount equivalent to 5 percent of the whole as a retainage to be held by the **OWNER**. The monthly estimates will be approximate only and subject to correction in any subsequent estimate rendered following discovery of the error. At the discretion of the **OWNER**, the **ENGINEER** may be authorized to include any monthly advances covering approximately 95 percent of the value of unused materials delivered and stored on the site of the work.

c. After discovery of any defective or questionable work, an amount equal to the estimated value of such work will be deducted from the next current estimate. The sum will not be included in a subsequent estimate until the defects have been remedied to the **ENGINEER**'S satisfaction.

d. The **OWNER** reserves the right to withhold payment of any monthly estimate that becomes due if, in the opinion of the **OWNER**'S Attorney, such action is warranted because of any breach of the Contract Provisions or malfeasance on the part of the **CONTRACTOR** or because the progress or the quality of the work is unsatisfactory and does not comply with the Plans and Specifications.

e. The **CONTRACTOR** may, at his option, withdraw the 5 percent retainage, or a part thereof, after 50 percent of the work has been completed, provided the **CONTRACTOR** has placed negotiable securities with the **OWNER** in compliance with Section 31-5-15 of the Mississippi Code of 1972.

The last sentence in Paragraph 14.9A of the General Conditions is modified to read, "If the Application and accompanying documentation are appropriate as to form and substance, **OWNER** shall, within 60 days after receipt thereof, pay **CONTRACTOR** the amount recommended by **ENGINEER**."

11. Subsurface Investigation Reports
Not Applicable.

12. Section 023000 – Exhibits (Site Plan & Layout)

13. Commencement of Contract Time: Notice to Proceed

The commencement of Contract Time, a stated in Item 2.3 of the General Conditions is changed to read The Contract Time will commence to run within the sixtieth day after the Effective Date of the Agreement, or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed; but in no event shall the Contract Time commence to run later than the sixtieth day after the Effective Date of the Agreement.

Notice to Proceed may be given at any time within sixty days after the Effective Date of the Agreement.

14. Maintenance of Traffic

Public Safety: Barricades, Signs, and Lights: Prior to any work, the **CONTRACTOR** shall have available barricades, signs, and lights in sufficient quantity to properly mark each street or any part thereof that is under construction in a manner in which the general public will readily know that the street is under construction and caution is necessary. These barricades, signs and lights shall be located to serve as warning, directive and instructive signs. Within the limits of the plans and specifications, the decision of the **ENGINEER** shall be final as to the type, number, and location of all barricades, signs, and lights.

In all cases, the type, number, and location of all barricades, signs, and lights shall conform to the standards set forth in the "Manual on Uniform Traffic Control Devices for Streets and Highways."

At all points along the work, where the nature of the construction operations in progress and the equipment and machinery in use is of such character as to endanger passing traffic, the **CONTRACTOR** shall, regardless of the time of day, provide such barricades, signs, and lights. Watchmen will be stationed where necessary to insure against accidents and avoid damage or injury to passing traffic.

The **CONTRACTOR** shall, for 24 hours per day during the total time of the contract (Sundays and holidays included), maintain an emergency telephone number and have available on this telephone, a person to take emergency calls. This person shall have the authority to direct personnel and materials to the point of emergency for necessary corrective measures.

Immediately upon receipt of the construction work order and prior to the beginning of work, the **CONTRACTOR** shall notify the **ENGINEER** in writing of the emergency telephone number giving the names of the people assigned to the respective shifts.

Barricades and signs shall meet the construction requirements set forth in the Manual on Uniform Traffic Control Devices for Streets and Highways. Lights shall also comply with requirements outlined in the Manual on Uniform Traffic Control Devices for Streets and Highways.

All barricades, signs and lights shall be maintained in first-class condition. Barricades and signs shall be repaired, cleaned or repainted as the case necessitates maintaining a neat, presentable and secure barricade. Lights shall be repaired, cleaned, adjusted and refilled or batteries recharged to ensure a minimum of 12 hours continuous burning. The **CONTRACTOR** shall, at any time that he is so directed by the **ENGINEER**, repair, remove or replace any sign, barricade or light if, in the opinion of the **ENGINEER**, the said sign, barricade or light is not performing its function as set forth in these Specifications.

15. Liquidated and Special Damages

Liquidated Damages: The **CONTRACTOR** will be subject to liquidated damages in the amount of $750.00 each consecutive calendar day after the time stipulated for Final Completion of the work.

The liquidated damages provided for herein were not calculated in contemplation or anticipation that the **CONTRACTOR** would default or otherwise abandon the project. In the event the **CONTRACTOR** does default or otherwise abandon the project, the **OWNER** reserves the right to collect from the **CONTRACTOR** or its surety, in addition to the liquidated damages, the actual damages including, but not limited to, additional engineering costs, incurred by the **OWNER** as a result of the default or abandonment.

END OF SECTION

SECTION 011100
SUMMARY OF WORK

PART 1 GENERAL

1.01 LOCATION OF WORK

A. All Work of this Contract is located on property owned by, leased by, or otherwise permitted for use by the Owner within the City of Gluckstadt, Mississippi.

1.02 WORK TO BE DONE

A. The Contractor shall furnish all labor, materials, equipment, tools, transportation, supervision, services, and incidentals necessary to provide a complete and fully functional Project in accordance with the Contract Documents.

B. The Work shall include the purchase, delivery, assembly, installation, construction, testing, inspection, and completion of all improvements required by the Contract Documents. The Contractor shall perform the Work complete, in place, and ready for its intended use.

C. The Contractor shall provide all incidental work necessary for completion of the Project, including, but not limited to, mobilization and demobilization, layout, minor site preparation and grading, excavation, backfill, compaction, foundations and footings, anchorage, drainage associated with the Work, utility coordination and connections where required, testing, permits, cleanup, repairs, replacement of damaged improvements, restoration, final grading, and stabilization of disturbed areas.

D. Mobilization and demobilization shall be considered incidental to the Work unless specifically identified as a separate Lump Sum Bid Item in the Proposal.

E. Materials, equipment, components, accessories, hardware, fasteners, foundations, connections, skills, tools, labor, and incidental items that are reasonably inferable or necessary to provide a complete, safe, functional, and properly installed Project shall be furnished by the Contractor whether or not each individual item is specifically identified in the Contract Documents.

F. The Contractor shall comply with all applicable federal, state, county, and municipal laws, codes, ordinances, regulations, accessibility requirements, manufacturer requirements, and industry standards applicable to the Work.

1.03 GENERAL DESCRIPTION OF WORK TO BE PERFORMED

A. The Project generally consists of furnishing, purchasing, delivering, and installing improvements for the Gluckstadt Community Park, including, but not necessarily limited to, the following:

1. Playground area, including playground equipment, associated components, accessories, foundations, anchorage systems, and required installation.
2. Fitness area, including outdoor fitness equipment, associated components, accessories, foundations, anchorage systems, and required installation.
3. Splash pad area, including splash pad equipment, features, components, accessories, foundations, piping, connections, controls, and other appurtenances specifically required by the Contract Documents and equipment manufacturer.
4. Fencing, gates, posts, foundations, hardware, and associated components around the designated playground, fitness, splash pad, and/or other areas identified in the Contract Documents.

5. Concrete sidewalks, concrete paving, curbing, equipment pads, foundations, and other miscellaneous concrete improvements required for completion of the Work.
6. Artificial or synthetic turf systems, including required subgrade preparation, base materials, drainage components, edging, seams, infill, and other materials required for a complete installation where specified.
7. Minor site grading, excavation, filling, compaction, and preparation necessary to establish the required grades and provide suitable surfaces for the proposed improvements.
8. Site preparation and selective demolition or removal of existing materials and improvements where necessary to complete the proposed Work.
9. Restoration, final grading, cleanup, stabilization, and repair of areas disturbed by construction.
10. All other incidental work, materials, equipment, accessories, connections, and services necessary to provide complete and functional playground, fitness, splash pad, fencing, sidewalk, turf, and associated site improvements in accordance with the Contract Documents.

B. The description above is intended to provide a general summary of the Work and shall not be construed as a complete listing of every item required. The Contractor shall review all Contract Documents, Specifications, equipment information, manufacturer requirements, details, schedules, and other information furnished as part of the Contract Documents and shall include in the Bid all Work necessary for a complete installation.

C. Where dimensions, limits, quantities, installation requirements, or other information are provided by equipment manufacturers or suppliers, the Contractor shall coordinate such requirements with the Work and verify all applicable field conditions prior to installation.

D. The Contractor shall be responsible for coordinating the various components of the Work so that the completed playground, fitness area, splash pad, fencing, sidewalks, turf areas, and associated improvements function together as a complete Project.

1.04 LUMP SUM BID ITEMS

A. The Lump Sum Bid Items included in the Proposal are intended to provide a breakdown of the total Contract Price for bidding and, as applicable, payment purposes. Each Lump Sum Bid Item shall include all labor, materials, equipment, tools, transportation, supervision, coordination, manufacturer-required components and accessories, incidentals, testing, startup, training, warranties, and other Work necessary to provide the respective portion of the Work complete, operational, and ready for its intended use in accordance with the Contract Documents.

B. The descriptions and division of the Lump Sum Bid Items shall not be construed as limiting the Contractor's responsibility to provide a complete Project. Work reasonably inferable or necessary for the complete installation of the improvements, whether specifically identified as a separate Bid Item or not, shall be included within the applicable Lump Sum Bid Item or Items and shall not constitute a basis for additional compensation.

C. Where Work could reasonably be associated with more than one Lump Sum Bid Item, the Contractor shall include the cost of such Work within the appropriate Lump Sum Bid Item or Items so that the total Bid includes the complete cost of the Work without omission or duplication.

D. The Contractor shall review the entire Contract Documents in determining the scope and price of each Lump Sum Bid Item. The Bid Item descriptions are provided for convenience and shall be considered together with the requirements of the applicable Specifications, manufacturer requirements, approved submittals, and other Contract Documents.

E. Refer to the Proposal for the individual Lump Sum Bid Items and Bid amounts.

1.05 WORK SEQUENCE

A. The Contractor shall coordinate the sequence and scheduling of the Work with the Engineer and Owner and shall conduct operations in a manner that minimizes disruption to adjacent properties, existing park facilities, and the general public.

B. Construction shall be performed in an orderly sequence to allow proper coordination between site grading, underground or concealed work, concrete construction, equipment foundations, equipment installation, fencing, turf installation, sidewalks, and final restoration.

C. The Contractor shall coordinate the Work of all subcontractors, suppliers, equipment manufacturers, and installers to avoid conflicts between the various components of the Project.

D. Areas under construction shall be appropriately secured and protected from public access until the Work has been completed, inspected, and accepted for use by the Owner.

1.06 CONSTRUCTION AREAS

A. The Contractor shall limit use of the site to areas necessary for performance of the Work. Storage and staging areas for materials, equipment, and employee vehicles shall be coordinated with and approved by the Owner and Engineer.

B. Coordinate use of the Project site under the direction of the Engineer.

C. The Contractor shall assume full responsibility for the protection and safekeeping of materials, products, and equipment stored or installed under this Contract until acceptance by the Owner.

D. The Contractor shall relocate stored materials, equipment, or other items under the Contractor's control when they interfere with operations of the Owner, other contractors, or construction activities.

E. The Contractor shall obtain and pay for any additional storage, staging, or work areas required for its operations.

F. The Contractor shall protect existing improvements, utilities, landscaping, facilities, and other property that is to remain. Any damage resulting from the Contractor's operations shall be repaired or replaced at no additional cost to the Owner.

1.07 OWNER OCCUPANCY AND PUBLIC ACCESS

A. The Owner may continue to occupy and use portions of the property during construction. The Contractor shall cooperate with the Owner and Engineer to minimize conflicts between construction activities and continued use of areas outside the active construction limits.

B. The Contractor shall conduct operations to minimize inconvenience and hazards to the general public and adjacent property owners.

C. The Contractor shall maintain appropriate barricades, fencing, signage, and other protective measures necessary to prevent unauthorized access to active construction areas.

D. Cleaning, site preparation, earthwork, concrete construction, equipment installation, fencing, turf installation, stabilization, and other Work shall be performed in accordance with the applicable Sections of the Contract Documents.

1.08 PARTIAL OWNER OCCUPANCY
(NOT USED)

1.09 CONTRACT DOCUMENTS

A. Specifications and Supplemental Information

The Contract Documents include the Specifications together with applicable equipment information, manufacturer requirements, schedules, details, diagrams, exhibits, grant documents, bid documents, and other information specifically incorporated into or issued as part of the Contract Documents.

B. Intent

The intent of the Contract Documents is to provide for a complete and functional Project. The Contractor shall furnish and install all Work reasonably necessary to accomplish the intended result, including incidental items normally required for a complete installation even though every such item may not be individually identified.

C. Discrepancies and Clarifications

The Contractor shall carefully review the Contract Documents and promptly notify the Engineer of any discrepancy, conflict, omission, unclear requirement, or field condition affecting the Work before proceeding with the affected portion of the Work.

The Contractor shall not make assumptions regarding conflicting or incomplete requirements when clarification from the Engineer is necessary. Clarifications or interpretations shall be provided by the Engineer in accordance with the Contract Documents.

D. Field Verification

Prior to ordering materials, fabrication, or installation, the Contractor shall verify dimensions, elevations, existing conditions, utility locations, equipment requirements, and other field conditions necessary for proper completion of the Work. Any discrepancies shall be brought to the attention of the Engineer before proceeding.

PART 2 – PRODUCTS
(NOT USED)

PART 3 – EXECUTION
(NOT USED)

END OF SECTION

SECTION 011110
SPECIAL PROJECT PROCEDURES

PART 1 – GENERAL

1.01 WORKMANSHIP, MATERIAL AND EQUIPMENT

A. Where a particular manufacturer, product, model, or system is identified in the Contract Documents as the “Basis of Design” or is followed by the words “or approved equal,” the named product is intended to establish the minimum required type, quality, performance, function, durability, and general design intent.

B. Products of other manufacturers may be considered as approved equals in accordance with the Instructions to Bidders, Section 012910 – Submittals, and the applicable Technical Specification Section.

C. Proposed equal products shall meet or exceed the requirements of the Contract Documents and shall be equivalent to the specified Basis-of-Design product with respect to quality, materials, performance, function, durability, compatibility, warranty, and general design intent.

D. Approval of an equal product shall not relieve the Contractor from responsibility for providing a complete, properly coordinated, and fully functional installation in accordance with the Contract Documents.

E. All equipment, materials, machinery, manufactured products, and other items incorporated into the Work shall be new and unused and shall be standard products of recognized manufacturers regularly engaged in the manufacture of products suitable for the intended application.

1.02 CONSTRUCTION SEQUENCING PLAN

A. The Contractor shall plan and sequence the Work to minimize disruption to the Owner, adjacent properties, existing park facilities, and the general public.

B. Prior to beginning construction, the Contractor shall submit a proposed Construction Sequencing Plan to the Engineer for review. The plan shall identify the general sequence and anticipated schedule for major portions of the Work, including, as applicable:

1. Mobilization and site preparation.
2. Minor site demolition and clearing.
3. Site grading and earthwork.
4. Underground utilities and drainage associated with the Work.
5. Concrete construction.
6. Splash pad construction and equipment installation.
7. Playground equipment installation.
8. Outdoor fitness equipment installation.
9. Fencing and gates.
10. Playground and fitness-area surfacing and turf.
11. Sidewalks and other site improvements.
12. Final grading, stabilization, cleanup, testing, commissioning, and closeout.

C. Coordinate the sequencing of the Work with manufacturers, suppliers, subcontractors, the Engineer, and Owner as necessary to provide a complete and properly coordinated installation.

D. Maintain safe access to portions of the property that remain open during construction.

E. Secure active construction areas from unauthorized public access by temporary fencing, barricades, signage, or other appropriate means.

F. Do not permit public use of playground equipment, fitness equipment, splash pad facilities, or other improvements until the applicable Work has been completed, inspected, tested where required, and accepted for use by the Owner.

1.03 PROVISIONS FOR CONTROL OF EROSION AND POLLUTANTS

A. Take sufficient precautions during construction to minimize erosion and prevent the discharge of silt, sediment, fuels, oils, concrete washout, chemicals, construction debris, and other pollutants into drainage systems, adjacent properties, or waters of the State.

B. Provide and maintain erosion and sediment control measures as required by applicable federal, state, and local regulations.

C. Where applicable, comply with requirements of the Mississippi Department of Environmental Quality and applicable stormwater permits.

D. Maintain disturbed areas in a manner that minimizes erosion throughout construction and stabilize disturbed areas upon completion of the Work.

1.04 ON-SITE STORAGE

A. Coordinate locations for storage and staging of materials and equipment with the Owner and Engineer.

B. Store materials and equipment in a manner that does not interfere with Owner operations, adjacent properties, public access, drainage, or construction activities.

C. Protect stored playground equipment, fitness equipment, splash pad equipment, turf, fencing, and other materials from damage, weather, contamination, theft, and deterioration.

D. The Contractor shall be responsible for the protection and security of materials and equipment until acceptance by the Owner.

1.05 INCLEMENT WEATHER

A. In the event of inclement weather, or when directed by the Engineer, the Contractor and Subcontractors shall protect the Work and materials against damage or deterioration resulting from weather conditions.

B. Do not perform Work under weather or site conditions that would adversely affect the quality, appearance, integrity, installation, or performance of the completed Work.

C. Protect excavations, prepared subgrades, concrete, equipment, surfacing, turf, and other materials and Work susceptible to damage from rain, excessive moisture, temperature extremes, wind, or other adverse weather conditions.

D. Work or materials damaged as a result of the Contractor's failure to provide adequate protection shall be repaired or replaced to the satisfaction of the Engineer at no additional cost to the Owner.

1.06 WARRANTIES

A. Unless a longer warranty period is required by an individual Technical Specification Section, manufacturer, supplier, or other provision of the Contract Documents, all Work furnished under the Contract shall be warranted for a minimum period of one (1) year from the date of Substantial Completion or acceptance for operation by the Owner, as applicable, and in accordance with Section 017850 – Warranties.

B. Where an individual Specification Section requires a warranty exceeding one (1) year, the longer warranty period shall govern.

C. The Work shall be warranted to be free from defects in materials and workmanship. Defective Work identified during the applicable warranty period shall be repaired or replaced by the Contractor to the satisfaction of the Owner and Engineer at no additional cost to the Owner.

D. Manufacturer's warranties shall be provided in addition to, and shall not limit, the Contractor's obligations under the Contract Documents.

1.07 CONSTRUCTION CONDITIONS

A. The Work under this Contract generally consists of construction and installation of playground improvements, outdoor fitness improvements, splash pad improvements, fencing, concrete sidewalks and paving, turf and surfacing, minor site grading, and associated site improvements.

B. The Contractor shall verify existing site conditions prior to beginning Work and shall coordinate construction with existing utilities, drainage, grades, structures, landscaping, and other improvements to remain.

C. The Contractor shall strictly comply with requirements of governmental agencies having jurisdiction over the Work.

D. Where applicable governmental requirements are more stringent than the requirements of the Contract Documents, the more stringent requirement shall apply unless otherwise directed by the Engineer.

1.08 PUBLIC NUISANCE

A. The Contractor shall conduct operations in a manner that does not create an unnecessary public nuisance or hazard.

B. Prohibited conditions include, but are not limited to, unauthorized encroachment on adjacent property, uncontrolled runoff, excessive airborne dust, accumulation of dirt or mud on public roadways, excessive noise, construction debris, unsafe excavations, and unauthorized public access to construction areas.

C. Promptly correct conditions resulting from construction activities that create a hazard or unreasonable inconvenience to the Owner, adjacent properties, or general public.

1.09 SUSPENSION OF WORK DUE TO WEATHER

A. During inclement weather, suspend Work that may be damaged, rendered inferior, or installed contrary to manufacturer requirements or the Contract Documents as a result of weather conditions.

B. During suspension of Work, adequately protect completed and partially completed Work, materials, equipment, excavations, and prepared surfaces from damage.

C. The Engineer's authority to direct suspension of Work shall not relieve the Contractor from responsibility for determining when weather conditions are unsuitable for proper performance of the Work.

D. The provisions of the General Conditions governing suspension of Work and Contract Time shall control.

1.10 RELOCATIONS

A. Where existing minor improvements interfere with the Work and relocation is specifically required by the Contract Documents or authorized by the Engineer, coordinate such relocation with the Owner and Engineer prior to proceeding.

B. Do not relocate existing utilities, structures, signs, fences, drainage facilities, or other improvements without prior authorization from the Owner and Engineer.

C. Protect existing improvements designated to remain from damage resulting from construction operations.

D. Repair or replace existing improvements damaged by the Contractor's operations at no additional cost to the Owner.

1.11 SALVAGE

A. Existing equipment or materials removed as part of the Work may be designated for salvage by the Owner or Engineer.

B. Materials designated for salvage shall remain the property of the Owner and shall be carefully removed, protected from damage, and delivered to a location designated by the Owner.

C. Unless specifically designated for salvage, materials removed from the Project shall become the Contractor's responsibility and shall be legally disposed of off-site.

1.12 PERMITS

A. Upon Notice of Award, the Contractor shall promptly obtain all permits, licenses, inspections, and approvals required for performance of the Work that have not been obtained by the Owner.

B. Do not commence Work requiring a permit or approval until the applicable permit or approval has been obtained.

C. Provide copies of Contractor-obtained permits and approvals to the Engineer upon request.

D. Unless otherwise specifically provided in the Contract Documents, costs associated with Contractor-obtained permits, licenses, inspections, and approvals shall be included in the Contract Price and shall not be paid for separately.

1.13 HAZARDOUS LOCATION

NOT USED

1.14 NOTIFICATION OF WORK AFFECTING EXISTING FACILITIES

A. Prior to performing Work that may affect existing utilities, drainage facilities, structures, park facilities, access, or other existing improvements, notify the Engineer sufficiently in advance to allow coordination with the Owner.

B. Do not interrupt, disconnect, modify, or otherwise affect an existing utility or facility without prior coordination and approval from the Owner and Engineer.

C. Coordinate required shutdowns or interruptions with the Owner and affected utility provider, where applicable.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 011115
UTILITIES COORDINATION

PART 1 – GENERAL

1.01 UTILITIES

A. Utilities for purposes of these Specifications shall include, but not necessarily be limited to, water lines, sanitary sewer lines, storm drainage facilities, gas lines, electrical lines, communication lines, conduits, cables, lighting systems, and associated structures and appurtenances, whether publicly or privately owned.

B. The Contractor shall coordinate construction activities with existing utilities and with new utility services and connections required for completion of the Work.

C. Utility work specifically identified in the Contract Documents as being provided or performed by the Owner shall not be the responsibility of the Contractor except for coordination, preparation, and connection work specifically assigned to the Contractor.

1.02 UNDERGROUND INSTALLATIONS

A. Existing underground utilities, where indicated in the Contract Documents, are shown only to the extent that such information was made available to or discovered by the Engineer.

B. The location, depth, size, material, and completeness of existing underground utility information is not guaranteed by the Owner or Engineer.

C. Prior to excavation, the Contractor shall be responsible for having existing underground utilities located in accordance with applicable laws and requirements.

D. The Contractor shall verify the location of utilities that may conflict with or otherwise affect the Work before beginning the affected construction.

E. Exercise care during excavation and construction near existing utilities. Where necessary, use appropriate means to verify the horizontal and vertical location of existing utilities prior to performing Work that could result in damage.

1.03 UTILITIES WITHIN THE PROJECT AREA

A. Unless otherwise specifically indicated in the Contract Documents, the Contractor shall protect and maintain existing utilities and utility facilities that are to remain in service during construction.

B. Do not remove, adjust, relocate, disconnect, or otherwise modify an existing utility without prior coordination with and approval from the Engineer, Owner, and affected utility owner.

C. Where an existing utility conflicts with the proposed Work, promptly notify the Engineer before proceeding with construction in the affected area.

D. The Contractor shall coordinate the Work to minimize interruption of existing utility services.

E. Damage to existing utilities resulting from the Contractor's operations shall be promptly reported and repaired in accordance with the requirements of the affected utility owner. Costs resulting from damage caused by the Contractor's operations shall be borne by the Contractor.

1.04 RELOCATION OF EXISTING UTILITIES

A. When relocation, adjustment, or protection of an existing utility is necessary, notify the Engineer and affected utility owner prior to proceeding.

B. Coordinate utility relocation or adjustment work with the Owner, Engineer, utility owner, and other affected parties so that construction progress is not unnecessarily delayed.

C. Do not perform relocation or adjustment of utilities owned by others unless specifically authorized by the utility owner and Engineer.

1.05 OWNER-PROVIDED UTILITIES FOR SPLASH PAD

A. The City of Gluckstadt will provide electrical power to the electrical panel located at the splash pad valve cabinet and will make the electrical connection to the cabinet electrical panel prior to startup.

B. The City of Gluckstadt will provide the water supply to the splash pad valve cabinet and will provide a pressure-reducing valve, if required, and a properly sized backflow preventer.

C. The Contractor shall coordinate required locations, elevations, sizes, capacities, and connection requirements with the City prior to installation of the splash pad system.

D. The Contractor shall provide the splash pad utility components assigned to the Contractor under Section 116800 – Splash Pad System, including the valve cabinet, manifold, valves, controls, electrical equipment, feature piping, wastewater piping, and other components specified therein.

E. The Contractor shall provide sufficient advance notice to the City and Engineer when Owner-provided water and electrical services are required for completion, testing, startup, and commissioning of the splash pad.

F. Delays resulting from the Contractor's failure to properly coordinate or provide sufficient notice for Owner-provided utility work shall not constitute grounds for additional compensation or extension of Contract Time.

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

3.01 GENERAL COORDINATION

A. Following Notice to Proceed and prior to performing Work that may affect existing utilities, the Contractor shall coordinate with the owners of affected utilities and the Engineer.

B. The Contractor shall include utility coordination in the Project construction schedule and shall provide sufficient notice to utility owners, the Owner, and Engineer for required utility work, connections, relocations, adjustments, inspections, and shutdowns.

C. If changes in the Contractor's schedule affect previously coordinated utility work, promptly notify the affected utility owner, Owner, and Engineer.

D. The Contractor shall be responsible for construction delays or additional costs resulting from failure to properly coordinate utility work for which the Contractor is responsible.

3.02 PROTECTION OF EXISTING UTILITIES

A. The Contractor shall exercise care during excavation and construction to identify and protect existing water, sewer, storm drainage, gas, electrical, communication, irrigation, and other utility lines and facilities.

B. The Contractor shall assume responsibility for protecting existing public and private utilities affected by the Contractor's operations, whether or not such utilities are indicated in the Contract Documents.

C. Prior to excavation, obtain required utility locations and verify utilities that may be affected by the Work.

D. Where existing utilities are located within or immediately adjacent to proposed excavations, foundations, equipment footings, piping, sidewalks, splash pad improvements, playground improvements, fitness-area improvements, fencing, or other Work, verify their location prior to construction.

E. Maintain existing utility services unless an interruption has been specifically coordinated and approved by the Owner and affected utility owner.

F. Immediately notify the utility owner and Engineer of damage to an existing utility. Repair damage resulting from the Contractor's operations in accordance with utility-owner requirements and at no additional cost to the Owner.

3.03 UTILITIES REQUIRING ADJUSTMENT

A. Where existing utilities require relocation, removal, adjustment, or replacement to accommodate the Work, coordinate the required work with the Engineer, Owner, and affected utility owner.

B. Where possible, utility adjustments shall be completed prior to construction of improvements that would prevent or interfere with access to the utility.

C. Where utility work must be performed concurrently with other construction, coordinate the sequence and timing of the Work among all affected parties.

D. If an unforeseen utility conflict is encountered, stop Work in the immediate affected area and notify the Engineer. Do not proceed with Work that would damage or interfere with the utility until the conflict has been evaluated and direction has been provided.

3.04 UTILITIES CONFLICTING WITH OPERATIONS

A. Existing utilities that do not require relocation but are located sufficiently close to the Work to potentially interfere with construction shall be located and protected prior to performing the affected Work.

B. The Contractor shall plan and perform construction operations to protect existing utilities that are to remain.

C. Temporary support or protection of existing utilities shall be provided where required for safe completion of the Work and shall be coordinated with the utility owner.

3.05 UTILITY CONNECTIONS AND SPLASH PAD COORDINATION

A. Prior to construction of the splash pad utility systems, coordinate with the City and Engineer to verify the locations of the Owner-provided water and electrical connection points.

B. Coordinate the location of the splash pad valve cabinet with the City prior to construction. The valve cabinet shall be located within a greenspace at a location approved by the City.

C. Coordinate the proposed location where the 4-inch PVC splash pad wastewater line will daylight with the City prior to installation.

D. Coordinate Contractor-provided equipment and piping with Owner-provided water and electrical services to ensure compatibility and proper operation of the completed splash pad system.

E. Verify required water pressure, flow, electrical characteristics, and other utility requirements of the approved splash pad equipment prior to installation and sufficiently in advance of the Owner's utility work.

F. Do not commence final startup or commissioning of the splash pad until required water and electrical connections have been completed and the system is ready for operation.

3.06 UNFORESEEN OR MISLOCATED UTILITIES

A. If an existing utility is encountered that is not indicated in the Contract Documents, or is found at a location materially different from available information, immediately notify the Engineer.

B. Protect the utility from damage and do not proceed with Work that would interfere with the utility until its ownership, location, and required disposition have been determined.

C. Adjustments to the Work resulting from unforeseen utility conditions shall be handled in accordance with the applicable provisions of the Contract Documents.

END OF SECTION

SECTION 011120
PROJECT COORDINATION

PART 1 – GENERAL

1.01 WORK PROGRESS

The Contractor shall furnish personnel, equipment, materials, and supervision sufficient to perform the Work efficiently and to maintain a rate of progress that will ensure completion of the Work within the Contract Time. If, at any time, the personnel, equipment, or methods employed by the Contractor appear to the Engineer to be inefficient, inappropriate, or insufficient to accomplish the required quality or rate of progress, the Engineer may require the Contractor to increase the efficiency, change the character, or increase the personnel or equipment. Failure of the Engineer to issue such an order shall not relieve the Contractor of the obligation to perform the Work in accordance with the Contract Documents and within the specified Contract Time.

1.02 WORK LOCATIONS AND COORDINATION

A. The Contractor shall coordinate all Work required under this Contract so that the playground, playground equipment, outdoor fitness area and equipment, splash pad, sidewalks, fencing, turf areas, site grading, utilities, and associated improvements are properly located and integrated into the completed Project.

B. The Contractor shall verify existing site conditions and dimensions prior to beginning construction and shall notify the Engineer of any conditions that may affect the location, installation, or operation of the Work.

C. Work shall be located substantially in accordance with the Contract Documents and approved equipment layouts. Where specific dimensions or locations are not indicated, the Contractor shall coordinate the proposed location with the Engineer and Owner prior to installation.

D. The Contractor shall coordinate the work of all subcontractors, equipment manufacturers, suppliers, and installers to ensure that all components are compatible and properly integrated.

E. No equipment, structure, utility, fence, sidewalk, or other improvement shall be installed in a location that conflicts with another portion of the Work. The Contractor shall resolve such conflicts with the Engineer prior to installation.

1.03 EQUIPMENT AND MANUFACTURER COORDINATION

A. The Contractor shall coordinate directly with the playground equipment manufacturer, outdoor fitness equipment manufacturer, splash pad manufacturer/supplier, and other specialty suppliers as necessary to ensure proper installation of the complete systems.

B. Prior to installation, the Contractor shall verify manufacturer requirements for foundations, footings, anchorage, clearances, safety zones, fall zones, utilities, drainage, surfacing, and other installation requirements.

C. The Contractor shall coordinate equipment locations and required clearances with adjacent sidewalks, fencing, turf areas, landscaping, drainage features, utilities, and other site improvements.

D. Equipment shall not be installed until required submittals have been reviewed and approved in accordance with Section 012910 – Submittals and the applicable specification sections.

1.04 OPEN EXCAVATIONS

A. All open excavations shall be adequately safeguarded by providing temporary barricades, caution signs, lights, fencing, and other means necessary to prevent accidents to persons and damage to property.

B. The Contractor shall take all necessary precautions to prevent injury to the public, Owner's personnel, Engineer's personnel, and workers due to open excavations.

C. When construction is not in progress, excavations shall be backfilled, covered, or otherwise adequately protected as directed by the Engineer.

D. Excavated materials shall be placed in locations that do not create a hazard or interfere with access, drainage, construction operations, or completed portions of the Work.

1.05 MAINTENANCE OF PUBLIC ACCESS

A. The Contractor shall conduct construction operations in a manner that minimizes inconvenience to the Owner, public, adjacent property owners, and other persons using the area.

B. The Contractor shall provide safe pedestrian access to areas of the site that are required to remain accessible during construction, as directed by the Owner or Engineer.

C. Construction areas shall be adequately barricaded, fenced, or otherwise secured to prevent unauthorized access.

D. The Contractor shall coordinate the sequence of Work so that completed portions of the Project are protected and are not damaged by subsequent construction activities.

E. If construction activities require temporary closure of portions of the park or existing pedestrian facilities, the Contractor shall coordinate the closure with the Owner and Engineer prior to beginning the affected Work.

1.06 WATER FOR CONSTRUCTION PURPOSES

A. The Contractor shall provide and pay for water required for construction purposes unless specifically identified elsewhere in the Contract Documents as being provided by the Owner.

B. Water required for testing, cleaning, concrete placement, turf establishment, and other construction operations shall be provided by the Contractor unless otherwise specified.

C. Water service specifically identified in Section 116800 – Splash Pad System as being provided by the City of Gluckstadt shall be coordinated with the City and Engineer in accordance with the requirements of that Section.

1.07 CARE AND PROTECTION OF PROPERTY

A. The Contractor shall be responsible for the preservation of all public and private property and shall use every precaution necessary to prevent damage thereto.

B. If any damage is caused to public or private property as a result of the Contractor's operations, the Contractor shall restore the damaged property to its original or better condition at no additional cost to the Owner.

C. Existing sidewalks, curbing, fencing, landscaping, turf, trees, utilities, drainage structures, and other site features that are to remain shall be protected throughout construction.

D. Any existing site features damaged by the Contractor's operations shall be repaired or replaced as directed by the Engineer at no additional cost to the Owner.

E. The Contractor shall protect newly installed playground equipment, fitness equipment, splash pad components, sidewalks, fencing, turf, and other completed Work from damage caused by subsequent construction operations.

1.08 MAINTENANCE OF EXISTING DRAINAGE

A. The Contractor shall maintain existing drainage patterns and facilities throughout construction to the extent reasonably practicable.

B. Construction operations shall not unnecessarily obstruct existing drainage channels, inlets, pipes, swales, or other drainage facilities.

C. The Contractor shall take necessary measures to prevent ponding, erosion, sedimentation, or flooding caused by construction operations.

D. Any temporary drainage measures required to maintain existing drainage during construction shall be provided by the Contractor at no additional cost to the Owner unless otherwise provided for in the Contract Documents.

1.09 PROTECTION OF CONSTRUCTION AND EQUIPMENT

A. All newly constructed Work shall be carefully protected from damage. No wheeling, walking, storage of materials, operation of equipment, or placement of heavy loads on completed Work shall be permitted where such activities may damage the Work.

B. The Contractor shall protect playground equipment, fitness equipment, splash pad equipment, concrete sidewalks, fencing, turf, and other completed improvements from damage during construction.

C. Damaged Work shall be repaired or replaced by the Contractor at no additional cost to the Owner and to the satisfaction of the Engineer.

D. Equipment and materials shall be stored in locations approved by the Owner or Engineer and shall not interfere with construction activities or damage existing or completed improvements.

E. The Contractor shall maintain responsibility for the protection and safekeeping of all products and equipment stored on the site until final acceptance of the Work.

1.10 CLEANUP

A. During the course of the Work, the Contractor shall keep the site of operations in a clean and orderly condition.

B. The Contractor shall promptly remove construction debris, excess materials, packaging, excavated materials, concrete waste, and other refuse resulting from the construction operations.

C. Upon completion of the Work, the Contractor shall remove all surplus materials, temporary facilities, equipment, debris, and other items resulting from construction and shall leave the entire Project site in a clean, neat, and orderly condition.

D. Disturbed areas shall be restored in accordance with the applicable specification sections.

1.11 COORDINATION WITH OWNER

A. The Contractor shall coordinate construction activities with the City of Gluckstadt and the Engineer throughout the Project.

B. The Contractor shall provide sufficient advance notice to the Owner and Engineer for inspections, required approvals, equipment deliveries, utility connections, testing, startup, commissioning, and other activities requiring Owner or Engineer participation.

C. The Contractor shall coordinate with the City of Gluckstadt regarding Owner-provided water and electrical services required for the splash pad.

D. Prior to installation of the splash pad valve cabinet, the Contractor shall obtain approval from the City for the proposed cabinet location.

E. Prior to installation of the splash pad wastewater discharge line, the Contractor shall coordinate the proposed daylight location with the City.

F. Prior to Notice to Proceed, the Contractor shall submit the required splash pad renderings and layout to the City for review and confirmation that the proposed design meets the intent of the Contract Documents, as required by Section 116800 – Splash Pad System.

1.12 COOPERATION WITHIN THIS CONTRACT

A. All firms, subcontractors, suppliers, manufacturers, and persons authorized to perform Work under this Contract shall cooperate with the Contractor and with other trades performing Work under this Contract.

B. Each trade and subcontractor shall coordinate its Work with other portions of the Project to ensure that the Work is completed in a complete, functional, and workmanlike manner.

C. Cutting, patching, drilling, fitting, adjustment, and other incidental work required to properly coordinate the various components of the Project shall be performed by the Contractor or appropriate subcontractor unless otherwise indicated in the Contract Documents.

D. The Contractor shall be responsible for coordinating deliveries, equipment installation, utility connections, concrete work, fencing, turf installation, and other activities necessary for completion of the Project.

1.13 FINAL COORDINATION AND COMMISSIONING

A. Prior to final inspection, the Contractor shall verify that all playground equipment, outdoor fitness equipment, splash pad equipment, fencing, sidewalks, turf areas, utilities, and associated improvements have been completely installed and are ready for their intended use.

B. The Contractor shall correct any deficiencies identified during inspection prior to final acceptance.

C. The Contractor shall complete all required testing, startup, adjustment, training, documentation, and commissioning in accordance with the applicable specification sections.

END OF SECTION

SECTION 012900
APPLICATIONS FOR PAYMENT

PART 1 – GENERAL

1.1 REQUIREMENTS INCLUDED

Submit Applications for Payment to the ENGINNER in accordance with the Contract and Proposal and in the form required by the OWNER.

1.2 FORMAT AND DATA REQUIRED

A. Submit applications typed with items from Prices Bid Table typed on 8-1/2 inch x11 or 14-inch paper.

B. Provide detailed substantiating data on additional sheets, including paid invoices where applicable.

1.3 PREPARATION OF APPLICATION FOR PROGRESS PAYMENTS

A. Progress Payment Summary Sheet:
   1. Fill in required information, including that for Change Orders executed prior to date of submittal application, Analysis of Adjusted Contract Amount to Date, Analysis of work performed to date, Certification of Contractor, and Recommendation of Engineer.
   2. Execute certification with signature of a responsible employee of the CONTRACTOR.

B. Progress Payment Quantity Used Sheets:
   1. Fill in item from Prices Bid Table with item number, description, original contract quantity, unit cost, original contract total cost, quantity completed to date, total cost-to-date, and percent completion of item.
   2. To receive payment for materials stored on site, submit copies of the original paid invoices with the application for payment.

C. Progress Payment Stored Materials Sheets:
   1. Create table with the following columns:
      a. Description of stored material
      b. Received previous
      c. Received current
      d. Total received
      e. Total used
      f. Total stored
      g. Unit price
      h. Total cost
   2. Attach table to Application for Payment
   3. Stored materials shall be inventoried jointly prior to each application for payment.

1.4 ADDITIONAL REQUIREMENTS FOR APPLICATION OF PROGRESS PAYMENT

A. The CONTRACTOR is to maintain an updated set of record drawings in accordance with Section 901-S-121. As a prerequisite for monthly progress payments, the CONTRACTOR is to exhibit the updated record drawings for review by the ENGINEER.

B. Provide updated construction schedule showing work completed and work projected by month to the completion of the project if requested by ENGINEER.

1.5 PREPARATION OF APPLICATION FOR FINAL PAYMENT

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

B. Label progress payments “final.”

1.6 SUBMITTAL PROCEDURE

A. Submit monthly pay applications to the Engineer at the times agreed upon by the OWNER and CONTRACTOR.

B. A draft application shall be informally submitted to the ENGINEER who shall review the draft with the CONTRACTOR and make adjustments as appropriate. The CONTRACTOR shall then prepare a formal typed application using the informally approved amounts and submit six complete sets to the ENGINEER.

C. When the ENGINNER finds the application properly completed and correct, as informally approved, he will transmit four copies to the OWNER for payment with a copy to the CONTRACTOR.

PART 2 - PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 012905
CONSTRUCTION CHANGE REQUEST (CCR)

PART 1 – GENERAL

1.1 REQUIREMENT INCLUDED

A. Promptly implement Construction Change Request (CCR) procedures:
   1. Provide full written data required to evaluate changes.
   2. Maintain detailed records of work done on a time and material/Extra Work account basis.
   3. Provide full documentation to Owner on request.

B. Designate in writing the member of Contractor's organization:
   1. Who is authorized to accept changes in the work.
   2. Who is responsible for informing others in the Contractor's employ of the authorization of changes in the work.

C. Owner will designate in writing the person who is authorized to execute CCRs.

1.2 DEFINITIONS:

A. Construction Change Request (CCR): An approved written order covering changes in the plans or quantities or both, within the scope of the contract, and establishing the basis of payment and time adjustments for the work affected by the changes.

B. Supplemental Agreement : A written agreement by the parties of the contract covering alterations or Extra Work necessary for the completion of the contract.

C. Contractor may initiate a change by submitting a written notice to the Owner containing:
   1. Description of the proposed change.
   2. Statement of the reason for making the change.
   3. Statement of the effect on the Contract Price and the Contract Time.
   4. Statement of the effect on the work of other contractors.
   5. Documentation supporting any change in Contract Price or Contract Time as appropriate and adequate for proper review by the Owner.

1.3 CONSTRUCTION CHANGE AUTHORIZATION

A. CCR's will describe changes in the Work, both additions and deletions, with attachment of revised Contract Documents to define details of the change and will designate the method of determining any change in the Contract Sum and any change in Contract Time.
B. Owner will sign and date the CCR's as authorization for the Contractor to proceed with the change.

1.4 DOCUMENTATION OF PROPOSALS AND CLAIMS

A. Contractor shall support proposed lump sum proposal pricing and each unit price which has not previously been establishment with sufficient substantiating data to allow the Owner to evaluate the pricing.
B. Contractor shall provide the following data to support proposed time and pricing of both lump sum proposals, unit pricing, and time and material proposals:
   1. Labor required.
   2. Equipment required.
   3. Products required.
      a. Recommended source of purchase and unit cost.
      b. Quantities required.
   4. Taxes, insurance, and bonds.

5. Credit for work deleted from Contract, similarly documented.
6. Overhead and profit. (See 11.5 for limits)
7. Justification for any change in Contract Time.

C. In addition, Contractor shall support each claim for work done on a time-and material/Extra Work basis with the following additional information:
   1. Dates and times work was performed and by whom.
   2. Time record, summary of hours worked, and hourly rates paid.
   3. Receipts and invoices for:
      a. Equipment used, listing dates and times of use.
      b. Products used, listing quantities purchased.
      c. Subcontractors used, showing the same data as above.

1.5 PREPARATION OF CCR

A. Owner will prepare each CCR.

B. Form: As supplied by the Owner.

C. CCR will describe changes in the work, both additions and deletions, with attachments of revised Contract Documents to define details of the change.

D. CCR will provide an accounting of the adjustment in the Contract Price and in the Contract Time.

E. Should the execution a CCR require a Supplemental Agreement, due to alterations or Extra Work needed for completion of the contract, the Owner will prepare said agreement to be signed and executed by the Contractor, the Contractor's surety, the Engineer, the Architect, and the Owner.

1.6 LUMP SUM/FIXED PRICE CCR

A. Owner initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor.

B. Once Owner has completed and signed the form; all copies will be sent to Contractor for execution. The Contractor shall execute the CCR and return it to the Owner within seven days. Owner will make distribution of executed copies.

1.7 UNIT PRICE CCR

A. Content of CCR's will be based on either:
   1. Owner's definition of the scope of the required changes.
   2. Contractor's Proposal for a change.
   3. Survey of complete work.

B. The amounts of the unit prices to be:
   1. Those stated in the Contract Bid Form.
   2. Those mutually agreed upon between Owner and Contractor in the Supplemental Agreement.

1.8 CORRELATION WITH CONTRACTOR'S SUBMITTAL

A. Contractor shall revise monthly the Schedule of Values and Application for Payment forms to record each CCR as separate item of work and to record the adjusted Contract Price.
B. Contractor shall revise monthly the Construction Schedule to reflect each change in Contract Time, to include sub schedules to show changes for other items of work affected by the changes.

C. Upon completion of work under a CCR, the Contractor shall enter pertinent changes in Record Documentations.

1.9 PROCEDURES WHEN CONTRACTOR DOES NOT EXECUTE THE CCRS

It is anticipated that at the time of submittal to the Contractor, negotiations will have been completed with all parties agreeing to the change(s) in the work, change in Contract Price, and change in Contract Time. In the event that no agreement can be reached and the Contractor fails to execute the CCR within the specified time limit, the Owner may issue a CCR without signature of the Contractor establishing change to Contract Price or Contract Time. The Contractor will then be paid or assessed time on the basis of the CCR for the change in work with the Contractor not relinquishing his rights to submit a claim.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 012910
SUBMITTALS

PART 1 – GENERAL

1.1 SECTION INCLUDES

A. Submittal Procedures
B. Product Data
C. Shop Drawings
D. Samples
E. Manufacturer's Certificates
F. Manufacturer's Instructions
G. Manufacturer's Literature
H. Manufacturer's Installation Specifications
I. Manufacturer's Operation Manuals
J. Manufacturer's Maintenance Instructions
K. Product and System Layouts
L. Record and Closeout Submittals

1.2 SUBMITTAL PROCEDURES

A. Transmit each submittal on a form acceptable to the Engineer. Submit all required information to the attention of the Engineer.

B. Sequentially number each submittal transmittal. Resubmittals shall retain the original submittal number followed by a sequential alphabetic suffix.

C. Clearly identify the Project, Contractor, subcontractor, supplier, manufacturer, applicable Specification Section, product, system, and other pertinent information necessary to identify the purpose of the submittal.

D. Prior to submission to the Engineer, the Contractor shall review, approve, stamp, and sign or initial each submittal. The Contractor's approval shall certify that the Contractor has:

1. Reviewed and coordinated the submittal with the requirements of the Contract Documents.
2. Verified applicable products, materials, quantities, dimensions, and field conditions.
3. Coordinated the submittal with adjacent construction and related Work.
4. Verified that the proposed materials and equipment are suitable for their intended use.
5. Identified deviations or variations from the requirements of the Contract Documents.

E. Submittals that have not been reviewed and approved by the Contractor prior to submission may be returned without review.

F. Send or deliver submittals to:

McMaster & Associates, Inc.
212 Waterford Square, Suite 300
Madison, MS 39110

G. Allow five (5) to ten (10) days for each submittal review, excluding delivery time to and from the Contractor, unless otherwise specified in the individual Specification Sections.

H. Review time shall commence upon receipt of a complete submittal by the Engineer. Incomplete submittals may be returned without review.

I. Clearly identify all deviations, substitutions, variations, and limitations of the proposed product or system from the requirements of the Contract Documents. Failure to specifically identify a deviation shall not relieve the Contractor from complying with the Contract Documents.

J. Provide adequate space on each submittal for the Contractor's and Engineer's review stamps.

K. When submitting revised information, clearly identify all revisions made since the previous submission.

L. Distribute copies of reviewed submittals to subcontractors, suppliers, manufacturers, installers, and other parties as necessary for proper coordination and completion of the Work.

M. Promptly notify the Engineer of any inability to comply with the requirements of the Contract Documents identified during preparation or review of a submittal.

N. Engineer's review of a submittal is for general conformance with the design concept and requirements of the Contract Documents and shall not relieve the Contractor of responsibility for dimensions, quantities, field conditions, coordination, fabrication processes, construction means and methods, installation, safety, or compliance with the Contract Documents.

O. Approval or review of a submittal containing deviations from the Contract Documents shall not constitute approval of such deviations unless the deviations have been specifically identified by the Contractor and specifically accepted in writing by the Engineer.

P. Contractor shall not order materials or equipment, begin fabrication, or begin installation when the applicable individual Specification Section specifically requires Engineer approval of the submittal prior to such action.

1.3 PRODUCT DATA

A. Submit the number of copies required by the Owner or Owner's Representative, plus at least one (1) additional copy to be retained by the Engineer.

B. Clearly mark each copy to identify the specific products, models, sizes, options, accessories, finishes, and other information applicable to the Project.

C. Where manufacturer's standard literature contains information for multiple products or models, clearly identify the specific product proposed for use.

D. Supplement manufacturer's standard product data with additional information necessary to demonstrate compliance with Project-specific requirements.

E. Product Data shall include, as applicable:

1. Manufacturer and product identification.
2. Model number.
3. Materials and construction.
4. Dimensions.

5. Performance characteristics.
6. Installation requirements.
7. Utility requirements and connections.
8. Accessories and components.
9. Finishes and colors.
10. Warranty information.

F. After review, distribute Product Data in accordance with the Submittal Procedures specified herein.

1.4 SHOP DRAWINGS

A. Prepare Shop Drawings in a clear and accurate manner and at a scale sufficient to show all pertinent aspects of the Work, including dimensions, elevations, layouts, connections, attachment methods, anchorage, interfaces with adjacent construction, and other information necessary for proper installation.

B. Reproduction of all or a portion of the Engineer's Contract Drawings, when applicable, for submission as Shop Drawings will not be accepted unless specifically authorized by the Engineer.

C. Title each Shop Drawing with the Project name, Project location, Contractor, subcontractor or supplier, applicable Specification Section, and Engineer's Project number.

D. Shop Drawings shall show, as applicable:

1. Overall dimensions and configuration.
2. Equipment and component locations.
3. Materials and finishes.
4. Foundations, supports, and anchorage.
5. Utility requirements and connection points.
6. Piping, conduit, drainage, and other associated components.
7. Required clearances and access.
8. Interfaces with adjacent Work.
9. Applicable field dimensions and elevations.
10. Manufacturer and model numbers of equipment shown.

E. Each Shop Drawing or sheet shall be reviewed and approved by the Contractor prior to submission to the Engineer.

F. Where an individual Specification Section requires approval of Shop Drawings prior to ordering, fabrication, or construction, the Contractor shall not proceed with the affected Work until the required Shop Drawings have been reviewed and approved by the Engineer.

G. Work performed contrary to reviewed Shop Drawings or the requirements of the Contract Documents shall be corrected by the Contractor at no additional cost to the Owner.

1.5 PRODUCT AND SYSTEM LAYOUTS

A. Where required by an individual Specification Section, submit scaled layouts showing the proposed arrangement and installation of equipment, systems, and associated improvements.

B. Layouts shall include sufficient dimensions, elevations, slopes, equipment locations, utility connections, drainage, foundations, clearances, and other information necessary for the Engineer and Owner to evaluate the proposed installation.

C. Where the Contractor or equipment manufacturer is responsible for developing the final arrangement of a system based upon performance or design criteria established by the Contract Documents, the Contractor shall coordinate and verify the complete system layout prior to submission.

D. Approval of a layout shall not relieve the Contractor from responsibility for field verification, dimensions, quantities, coordination, code compliance, manufacturer requirements, or proper operation of the completed system.

1.6 SAMPLES

A. Include proper identification on each Sample, including the Project name, Contractor, manufacturer, product identification, applicable Specification Section, and a complete description of the intended use.

B. Submit the number of Samples specified in the individual Specification Sections. Unless otherwise specified, one (1) approved Sample may be retained by the Engineer.

C. Where applicable, Samples shall accurately represent the material, color, texture, finish, workmanship, and other characteristics proposed for the Work.

D. Reviewed Samples that may be incorporated into the Work will be identified in the applicable individual Specification Section.

E. Samples will not be used for testing purposes unless specifically required by the Contract Documents.

1.7 MANUFACTURER'S CERTIFICATES

A. When required by an individual Specification Section, submit certifications from the manufacturer, installation/application subcontractor, or Contractor in quantities specified for Product Data.

B. Certifications shall state that the applicable material, product, equipment, or installation meets or exceeds the requirements of the Contract Documents.

C. Submit supporting test data, affidavits, certifications, and other documentation as appropriate to demonstrate compliance.

D. Certificates may include recent or previous test results for the applicable material or product, subject to acceptance by the Engineer.

1.8 MANUFACTURER'S INSTRUCTIONS

A. When required by an individual Specification Section, submit manufacturer's printed instructions for delivery, storage, handling, assembly, installation, startup, testing, adjustment, operation, finishing, and maintenance, as applicable.

B. Manufacturer's instructions shall be specific to the products and equipment proposed for use on the Project.

C. Where manufacturer's instructions conflict with the Contract Documents, notify the Engineer prior to proceeding with the affected Work.

1.9 MANUFACTURER'S LITERATURE

A. Submit manufacturer's current technical literature when required by an individual Specification Section.

B. Clearly identify the specific product, model, option, and configuration proposed for the Project.

C. Manufacturer's literature shall contain sufficient information to demonstrate compliance with the applicable requirements of the Contract Documents.

1.10 MANUFACTURER'S INSTALLATION SPECIFICATIONS

A. Submit manufacturer's installation specifications and recommendations when required by an individual Specification Section.

B. Installation requirements shall include applicable foundations, anchorage, clearances, utility connections, assembly procedures, tolerances, testing, startup, and other requirements necessary for proper installation.

C. Install products and equipment in accordance with the manufacturer's approved installation requirements unless more stringent requirements are established by the Contract Documents.

1.11 OPERATION AND MAINTENANCE INFORMATION

A. When required by an individual Specification Section, submit manufacturer's operation and maintenance information for equipment and systems furnished under the Contract.

B. Operation and maintenance information shall include, as applicable:

1. Operating instructions.
2. Startup and shutdown procedures.
3. Recommended maintenance procedures and schedules.
4. Troubleshooting information.
5. Parts lists.
6. Manufacturer and supplier contact information.
7. Warranty information.
8. Recommended replacement parts.
9. Controls and programming information.

C. Submit final operation and maintenance information to the Owner prior to final completion unless otherwise approved by the Engineer.

1.12 RECORD AND CLOSEOUT SUBMITTALS

A. Submit record drawings, as-built information, warranties, operation and maintenance manuals, training documentation, test reports, certificates, and other closeout information when required by the individual Specification Sections.

B. Record information shall accurately reflect the final installed condition of the Work, including deviations from approved Shop Drawings and layouts.

C. Submit required closeout documentation prior to final completion unless otherwise approved by the Engineer.

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

NOT USED

END OF SECTION

SECTION 013210
CONSTRUCTION SCHEDULES

PART1 - GENERAL

1.1 REQUIREMENTS INCLUDED

A. The CONTRACTOR shall comply with the scheduling requirements of the General Conditions and Contract Documents.

B. The CONTRACTOR shall prepare, submit, maintain, and periodically update a construction progress schedule demonstrating the sequence and timing of the Work.

C. The schedule shall demonstrate the CONTRACTOR'S plan to complete all Work within the Contract Time and no later than the required completion date of August 31, 2027.

D. The CONTRACTOR shall coordinate procurement, submittals, fabrication, delivery, installation, testing, inspections, corrective work, and closeout activities with the construction schedule.

1.2 FORM OF SCHEDULES

A. Prepare schedules in the form of a horizontal bar chart or other similar format acceptable to the ENGINEER.

1. Provide a separate activity or horizontal bar for each major trade, operation, or element of the Work.
2. Provide a horizontal time scale sufficient to clearly indicate the planned duration and sequence of activities.
3. Provide sufficient scale and spacing to allow for notations and future revisions.
4. Minimum sheet size shall be 8-1/2 inches by 11 inches or larger as necessary for legibility.

B. Organize activities in a logical sequence generally corresponding with the major elements of the Work and applicable Specification Sections.

C. Clearly identify major milestones, submittals, procurement activities, construction activities, inspections, testing, substantial completion, punch-list work, and final completion.

1.3 CONTENT OF SCHEDULE

A. Construction Progress Schedule:

1. Show the complete sequence of construction by major activity.
2. Show planned beginning and completion dates for each major element of construction.
3. Show the interrelationship and sequencing of activities where completion of one activity affects another.
4. Show projected percentage of completion for major items as of the first day of each month.
5. Show anticipated monthly progress and payment amounts.
6. Include sufficient time for testing, inspections, corrective work, punch-list completion, site restoration, and final closeout prior to the required completion date.

B. Submittals and Procurement:

1. Show dates for CONTRACTOR'S submission of Shop Drawings, Product Data, Samples, and other required submittals.
2. Allow reasonable time for ENGINEER review and for resubmittal when required.
3. Identify major equipment and materials requiring fabrication, manufacturing, or extended delivery periods.
4. Show anticipated dates for approval, ordering, fabrication, delivery, and installation of long-lead items.

5. Long-lead items shall include, as applicable, playground equipment, outdoor fitness equipment, splash pad equipment and components, artificial turf and safety surfacing systems, fencing, specialty site furnishings, and other manufactured items necessary to complete the Work.
6. The CONTRACTOR shall make required submittals and place orders sufficiently early to avoid delays to the Work and to maintain the required completion date.

C. Review of the construction schedule or submittal schedule by the ENGINEER shall not relieve the CONTRACTOR of responsibility for timely procurement, coordination, sequencing, or completion of the Work within the Contract Time.

1.4 PROGRESS REVISIONS

A. Update the construction schedule periodically throughout the Work and submit an updated schedule with each monthly Application for Payment, unless otherwise approved by the ENGINEER.

B. Indicate actual progress of each activity through the date of submission.

C. Show changes occurring since the previous schedule submission, including:

1. Major changes in scope.
2. Activities modified since the previous submission.
3. Actual start and completion dates.
4. Revised projections of progress and completion.
5. Changes in procurement or anticipated delivery dates.
6. Other identifiable changes affecting the progress of the Work.

D. Where the updated schedule indicates that the Work is behind schedule or that the required completion date may not be achieved, provide a brief narrative describing:

1. Problem areas and causes of delay.
2. Impact of the delay on remaining Work.
3. Corrective actions proposed to recover lost time.
4. Adjustments to sequencing, manpower, equipment, procurement, or other operations proposed to maintain the required completion date.

E. Schedule updates shall not constitute approval of an extension of Contract Time. Changes to the Contract Time shall only be made in accordance with the Contract Documents.

1.5 SUBMISSIONS

A. Submit the initial construction schedule in accordance with the General Conditions and prior to commencement of significant construction activities.

B. The ENGINEER will review the schedule and return comments, if any, within ten (10) calendar days after receipt.

C. If revisions are required, the CONTRACTOR shall resubmit the schedule within seven (7) calendar days after receipt of review comments.

D. Updated schedules shall be submitted with each monthly Application for Payment unless otherwise approved by the ENGINEER.

PART 2 – PRODUCTS
NOT USED

PART 3 – EXECUTION
NOT USED

END OF SECTION

SECTION 014510
TESTING LABORATORY SERVICES

PART 1 GENERAL

1.1 REQUIREMENTS INCLUDED

A. The Owner will employ and pay for the services of an independent testing laboratory to perform testing specifically required by the Contract Documents. The Owner may also elect to have materials, equipment, or completed Work tested for compliance with the Contract Documents.

B. Employment of the testing laboratory shall in no way relieve the Contractor of its responsibility to perform the Work in accordance with the Contract Documents.

1.2 LIMITATIONS OF AUTHORITY OF TESTING LABORATORY

A. The testing laboratory is not authorized to:

1. Release, revoke, alter, or enlarge upon the requirements of the Contract Documents.
2. Approve or accept any portion of the Work.
3. Perform any duties or responsibilities of the Contractor.

1.3 CONTRACTOR'S RESPONSIBILITIES

A. Cooperate with laboratory personnel, provide access to the Work, and comply with reasonable requirements necessary to perform inspections, sampling, and testing.

B. Secure and deliver to the laboratory adequate quantities of representative samples of materials proposed for use where testing is required.

C. Provide to the laboratory proposed mix designs for concrete and other materials requiring control or testing by the laboratory.

D. Materials and equipment used in the performance of the Work are subject to inspection and testing at the point of manufacture, fabrication, or installation. Where required by the Contract Documents or requested by the ENGINEER, the Contractor shall provide certificates or statements from manufacturers or fabricators verifying that materials and equipment comply with the specified requirements. Costs associated with providing required manufacturer certifications shall be considered incidental to the Work, and no additional compensation will be allowed.

E. Furnish incidental labor and facilities necessary:

1. To provide access to Work to be tested.
2. To obtain and handle samples at the Project site or source of the product to be tested.
3. To facilitate inspections and tests.
4. To provide suitable storage and curing of test samples where required.

F. Notify the testing laboratory at least 24 hours in advance of operations requiring testing to allow for scheduling and assignment of personnel.

G. Employ and pay for the services of the same or a separate, equally qualified independent testing laboratory to perform additional inspections, sampling, or testing required for the Contractor's convenience or required because of defective or nonconforming Work, when approved by the Owner or ENGINEER.

PART 2 – PRODUCTS
NOT USED

PART 3 – EXECUTION
NOT USED

END OF SECTION

SECTION 017113
MOBILIZATION

PART 1 - GENERAL

A. Mobilization and Demobilization shall consist of all moving in, including preparatory work and operations and moving out, including all dismantling and clean-up work operations performed by the CONTRACTOR.

B. Mobilization shall include the movement of all labor, equipment, supplies and incidentals to the project site; establishment of facilities necessary for work on the project; and other work and operations which must be performed or costs not directly attributable to other pay items, exclusive of bidding costs, which must be incurred by the CONTRACTOR before beginning and during the early stages of production work on the project site.

B. Demobilization shall include the movement of all labor, equipment, supplies and incidentals from the project site; dismantling and removal of temporary facilities; clean-up of the project site and all work areas; and other work and operations which must be performed or costs not directly attributable to other pay items which must be incurred by the CONTRACTOR after completion of certain items or work and all other work on the Contract has been completed.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

PART 4 - COMPENSATION

4.01 MEASUREMENT

A. The percentage of the lump sum amount for this section will be measured in accordance with the Mobilization schedule submitted by the CONTRACTOR and approved by the ENGINEER within the following limitations:

% of Total Contract Earned*	% of Maximum Lump Sum This Item Allowed
10%	40%
25%	60%
80%	90%

B. When all work under this contract is completed by the CONTRACTOR and accepted by the ENGINEER, one hundred percent (100%) of the Lump Sum Amount will be allowed.

C. Total earned will be equal to certified estimates approved by the ENGINEER exclusive of the Mobilization Lump Sum and Materials Stored Amounts.

END OF SECTION

SECTION 017123
FIELD ENGINEERING

PART 1 – GENERAL

1.1 REQUIREMENTS INCLUDED

A. The Contractor shall provide and pay for field engineering services for:

1. Survey work required in execution of the Work.
2. Civil, structural, or other professional engineering services specified or required to execute the Contractor's construction methods.

B. The method of field staking for construction of the Work shall be at the option of the Contractor. The Owner or Engineer will provide available reference information and existing control points, if any. The Contractor shall be responsible for establishing all additional control, lines, grades, elevations, and layout necessary to complete the Work.

C. The accuracy of any method of staking shall be the responsibility of the Contractor. All engineering for vertical and horizontal control necessary for construction shall be the responsibility of the Contractor.

D. The Contractor shall be held responsible for the preservation of all stakes and marks. If any stakes or marks are disturbed by the Contractor, the Contractor shall not proceed with affected Work until such points, marks, lines, and elevations necessary for prosecution of the Work have been reestablished.

E. The Contractor shall provide competent personnel to perform the layout and staking necessary for construction of the Work. Where professional surveying services are required to establish or verify survey control, property boundaries, critical elevations, or other locations requiring professional surveying, such services shall be performed by a Professional Surveyor licensed in the State of Mississippi. The Contractor shall be responsible for the proper location, alignment, and elevation of the Work.

1.2 SURVEY REFERENCE POINTS

A. Locate and protect control points prior to starting site work and preserve all permanent reference points during construction.

1. Make no changes or relocations without prior written notice to the Engineer.
2. Report to the Engineer when any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations.

1.3 PROJECT SURVEY REQUIREMENTS

A. Establish temporary benchmarks as needed, referenced to available survey control points. Record locations, with horizontal and vertical data, on Record Drawings.

B. Establish lines, levels, grades, and locations, by instrumentation or other appropriate means, for:

1. Playground improvements and equipment.
2. Outdoor fitness improvements and equipment.
3. Splash pad improvements and equipment.
4. Fencing and gates.
5. Concrete sidewalks and other paved improvements.
6. Turf areas and minor site grading.
7. Utilities, drainage improvements, and other site improvements included in the Work.

C. From time to time, verify layouts by the same or equivalent methods.

D. Establish all required lines, grades, elevations, and locations prior to construction of the applicable improvements.

1.4 RECORDS

A. Maintain a complete and accurate log of control and survey work as it progresses.

1.5 SUBMITTALS

A. On request of the Engineer, submit documentation verifying the accuracy of field engineering work.

B. Submit Record Drawings showing the final locations and elevations of constructed improvements where applicable, including utilities, drainage facilities, splash pad components, and other improvements requiring horizontal or vertical location records.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 017400
CLEANING

PART 1-GENERAL

1.1 REQUIREMENTS INCLUDED

Cleaning shall include daily “policing” of the Work and surrounding areas to clear general debris, waste paper, packaging, wood scraps, concrete debris, excess materials, and other objectionable material, along with the final cleanup of the site required for project acceptance.

1.2 DISPOSAL REQUIREMENTS

Conduct cleaning and disposal operations to comply with applicable codes, ordinances, regulations, and anti-pollution laws.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.1 DURING CONSTRUCTION

A. Execute daily cleaning to keep the Work, the site, and adjacent properties free from accumulations of waste materials, rubbish, and windblown debris resulting from construction operations.

B. Provide onsite containers for the collection of waste materials, debris, and rubbish. All waste materials, including containers, food debris, packaging, and other miscellaneous materials, shall be properly disposed of in onsite containers.

C. Remove waste materials, debris, and rubbish from the site periodically and dispose of at legal disposal areas away from the site.

D. Keep playground, splash pad, outdoor fitness, sidewalk, turf, and other completed or partially completed areas free from construction debris and materials that could damage completed improvements or create a hazard to workers or the public.

3.2 FINAL CLEANING

A. Employ skilled workmen for final cleaning.

B. Remove excess materials, concrete debris, excavation spoils, packaging, temporary materials, and other construction debris from the Project site.

C. Broom clean concrete sidewalks, splash pad surfaces, and other paved surfaces; rake clean landscaped, turf, and other ground surfaces as appropriate.

D. Clean debris from drainage facilities, pipes, inlets, and other drainage improvements affected by the Work.

E. Clean playground equipment, outdoor fitness equipment, splash pad equipment and surfaces, fencing and gates, and other exposed finished improvements. Remove dirt, labels, protective coverings, adhesives, markings, and construction residue as appropriate without damaging finished surfaces.

F. Prior to Final Completion or Owner occupancy, Contractor shall conduct an inspection of exposed surfaces and all work areas to verify that the entire Work is clean and ready for its intended use.

END OF SECTION

SECTION 017700
CONTRACT CLOSEOUT

PART 1-GENERAL

1.1 REQUIREMENTS INCLUDED

The Contractor shall comply with the requirements stated in the Specifications for administrative procedures in closing out the Work.

1.2 SUBSTANTIAL COMPLETION

A. When the Contractor considers the Work substantially complete, he shall submit to the Engineer:

1. A written notice that the Work, or designated portion thereof, is substantially complete.
2. A list of items to be completed or corrected.

B. Within seven (7) calendar days after receipt of such notice, the Engineer will make an inspection to determine the status of completion. The Engineer's opinion as to the status of completion shall be based on completion of the following, as applicable:

1. Should the Engineer determine that the Work is not substantially complete:

a. The Engineer will promptly notify the Contractor in writing, giving the reasons therefore in accordance with the General and Supplemental Conditions.

b. Contractor shall remedy the deficiencies in the Work and send a second written notice of Substantial Completion to the Engineer.

c. The Engineer shall reinspect the Work.

2. When the Engineer finds that the Work is substantially complete, the Engineer will:

a. Prepare and deliver to the Owner a tentative Certificate of Substantial Completion with a tentative list of items to be completed or corrected before final payment.

b. After consideration of any objections made by the Owner as provided in the General and Supplemental Conditions of the Contract, and when the Engineer considers the Work substantially complete, the Engineer will execute and deliver to the Contractor a Certificate of Substantial Completion with a revised list of items to be completed or corrected.

1.3 FINAL INSPECTION

A. When the Contractor considers the Work complete, he shall submit written certification that:

1. Contract Documents have been reviewed.
2. Work has been inspected for compliance with the Contract Documents.
3. Work has been completed in accordance with the Contract Documents.
4. Equipment and systems have been installed, tested, started, adjusted, and demonstrated as required by the Contract Documents and are operational. This shall include, as applicable, playground equipment, outdoor fitness equipment, splash pad equipment and systems, gates and hardware, and other equipment furnished under the Contract.
5. Required Owner training for operation and maintenance of equipment and systems has been completed, where applicable.
6. Work is complete and ready for final inspection.

B. The Engineer will make an inspection to verify the status of completion within seven (7) calendar days after receipt of such certification.

C. Should the Engineer consider that the Work is incomplete or defective:

1. The Engineer will promptly notify the Contractor in writing, listing the incomplete or defective Work.
2. Contractor shall take immediate steps to remedy the stated deficiencies and send a second written certification to the Engineer that the Work is complete.
3. The Engineer will reinspect the Work.

D. When the Engineer finds that the Work is acceptable under the Contract Documents, he shall request the Contractor to make closeout submittals.

1.4 RE-INSPECTION FEES

Should the Engineer perform re-inspection due to failure of the Work to comply with the claims of status of completion made by the Contractor:

A. Engineer will be compensated for such additional services.

B. Engineer will deduct the amount of such compensation from the final payment to the Contractor.

1.5 CONTRACTOR'S CLOSEOUT SUBMITTALS TO ENGINEER

A. Warranties and Bonds: Requirements of Section 017850 – Warranties.

B. Certificate of Insurance for Products and Completed Operations.

C. Record Drawings and as-built information required by the Contract Documents.

D. Manufacturer's operation and maintenance manuals, instructions, and other documentation required by the Contract Documents.

E. Manufacturer's warranties and extended warranties required for playground equipment, outdoor fitness equipment, splash pad equipment and systems, fencing, surfacing, and other products or equipment furnished under the Contract, as applicable.

F. Documentation of required testing, startup, commissioning, and Owner training, as applicable.

G. Other closeout documents specifically required by individual Specification Sections.

1.6 FINAL ADJUSTMENT OF ACCOUNTS

A. Submit a final statement of accounting to the Engineer.

B. Statement shall reflect all adjustments to the Contract Sum:

1. The original Contract Sum.
2. Additions and deductions resulting from:

a. Previous CCR.

b. Deductions for uncorrected Work.

c. Penalties and bonuses.

d. Deductions for liquidated damages.

e. Deductions for re-inspection payments.

f. Other adjustments.

3. Total Contract Sum, as adjusted.
4. Previous payments.
5. Sum remaining due.

C. Engineer will prepare a final CCR reflecting approved adjustments to the Contract Sum which were not previously made by CCR.

1.7 APPLICATION FOR PAYMENT

Upon receipt of approval of the final CCR, the Contractor shall submit an Application for Payment in accordance with procedures and requirements stated in the Specifications.

1.8 CONTRACT CLEAR LIEN CERTIFICATE AND PAYMENT OF RETAINAGE

A. Upon receipt of the Engineer's acceptance of the Work, the Contractor shall submit an affidavit that the Project is clear of all material and labor liens.

B. Upon receipt of the affidavit of clear liens, the Contractor shall submit an Application for Payment to the Engineer requesting release of the Project retainage.

C. The Engineer shall review the Application for Payment of Project retainage and, if in order, shall submit the Application for Payment and supporting documentation to the Owner for payment.

D. The Owner shall release the Project retainage and make payment to the Contractor of the amount to which the Contractor is entitled in accordance with the Contract **Documents.**

PART 2-PRODUCTS (NOT USED)

PART 3-EXECUTION (NOT USED)

END OF SECTION

SECTION 017840
PROJECT RECORD DOCUMENTS

PART 1-GENERAL

1.1 REQUIREMENTS INCLUDED

Maintain at the site for the Owner one record copy of:

A. Conformed Drawings, sketches, and layouts, as applicable.

B. Conformed Specifications.

C. CCR's and other Modifications to the Contract.

D. Engineer's Field Orders or written instructions.

E. Approved Shop Drawings, Working Drawings, and Samples.

F. Field test records.

G. Construction photographs.

H. Latest approved Progress Schedule.

I. Manufacturer's installation information and approved equipment layouts, as applicable.

1.2 MAINTENANCE OF DOCUMENTS AND SAMPLES

A. Store documents and samples in a manner and location to prevent damage.

1. Provide files and racks for storage of documents.
2. Provide secure storage space for storage of samples.

B. File documents and samples in an orderly manner.

C. Maintain documents in clean, dry, legible condition and in good order. Do not use Record Documents for construction purposes.

D. Make documents and samples available at all times for inspection by the Owner and Engineer.

E. As a prerequisite for monthly progress payments, the Contractor shall exhibit the currently updated Record Documents for review by the Owner or Engineer.

1.3 MARKING DEVICES

Provide suitable marking devices for recording information using the color code designated by the Owner or Engineer.

1.4 RECORDING

A. Label each document “PROJECT RECORD.”

B. Record information concurrently with construction progress. Do not conceal Work until required record information has been documented.

C. Legibly mark Contract Drawings, sketches, layouts, and approved Shop Drawings, as applicable, to record actual construction:

1. The Contractor shall use the following color code in marking Record Documents:

a. Yellow for no change.

b. Red to indicate additions, deletions, and changes.

2. Record actual locations and elevations of constructed improvements where applicable, including:

a. Splash pad drainage piping, drain boxes, water lines, feature lines, valves, valve cabinet, and other concealed splash pad components.

b. Underground electrical conduits and other underground utilities installed as part of the Work.

c. Drainage facilities and associated invert elevations, where applicable.

d. Playground equipment, outdoor fitness equipment, splash pad equipment, fencing, gates, sidewalks, and other major site improvements where locations differ from the approved layout or Contract Documents.

e. Final grades and elevations where necessary to document proper drainage or where specifically requested by the Engineer.

3. Record locations of utilities, piping, conduits, and other appurtenances concealed by construction by referencing them to permanent, visible, and readily identifiable features.
4. Record field changes in dimensions, locations, elevations, and details.
5. Record changes made by Field Directive or CCR.
6. Record details not included in the original Contract Documents but necessary to accurately represent the completed Work.

D. Specifications and Addenda: Legibly mark each applicable Section to record:

1. Manufacturer, trade name, model or catalog number, and supplier of each significant product and item of equipment actually installed.
2. Changes made by Field Directive or CCR.

E. Maintain final approved Shop Drawings and equipment layouts showing changes made during construction.

1.5 SUBMITTAL

A. At Contract Closeout, deliver Record Documents to the Owner through the Engineer.

B. Record Documents shall be complete and reflect the actual completed construction to the extent reasonably ascertainable from the Contractor's records.

C. Accompany submittal with a transmittal letter containing:

1. Date.
2. Project title and number.
3. Contractor's name and address.
4. Title and number of each Record Document.
5. Signature of Contractor or authorized representative.

PART 2-PRODUCTS

PART 3-EXECUTION

END OF SECTION

SECTION 017850
WARRANTIES

PART 1-GENERAL

1.1 REQUIREMENTS INCLUDED

A. Compile specified warranties and bonds as required by the Contract Documents.

B. Co-execute submittals when so specified.

C. Review submittals to verify compliance with the Contract Documents.

D. Submit warranties and bonds to the Owner through the Engineer for review.

1.2 SUBMITTAL REQUIREMENTS

A. Assemble and include warranties, bonds, and service and maintenance agreements, where required, executed by the respective manufacturers, suppliers, installers, and subcontractors, including effective dates.

B. Number of original signed copies required: Two (2) each, where originals are available or required.

C. Provide a Table of Contents, neatly typed and arranged in orderly sequence. Provide complete information for each item, including:

1. Product, equipment, system, or Work item.
2. Manufacturer, supplier, installer, or other responsible firm, including name of principal or contact person, address, telephone number, and available contact information.
3. Scope of warranty.
4. Date warranty or bond begins.
5. Duration of warranty.
6. Information for Owner's personnel, including:

a. Proper procedure and contact information in case of failure.

b. Conditions or actions which may affect the validity of the warranty or bond.

7. Contractor's name, responsible principal, address, and telephone number.

1.3 FORM OF SUBMITTALS

A. Prepare in duplicate packets.

B. Format:

1. Size: 8-1/2 inches by 11 inches. Arrange documents in a suitable binder.
2. Cover: Identify each packet with the title “WARRANTIES AND BONDS” and list:

a. Title of Project.

b. Name of Contractor.

C. Binders: Commercial quality, three-ring “D” ring binder with durable and cleanable covers and maximum spine width of 2 inches.

1.4 WARRANTY REQUIREMENTS

A. Unless a longer warranty period is specified elsewhere in the Contract Documents, all Work, materials, products, equipment, and systems furnished under the Contract shall be warranted for a minimum period of one (1) year following the date of Substantial Completion and acceptance for operation by the Owner.

B. The Contractor shall warrant the Work against defects in workmanship, materials, installation, and performance during the applicable warranty period and shall promptly correct defective Work at no additional cost to the Owner.

C. Manufacturer's warranties shall be provided for products, equipment, and systems where required by the Contract Documents or normally provided by the manufacturer.

D. Where an individual Specification Section, manufacturer's standard warranty, approved submittal, or other requirement of the Contract Documents provides a warranty period longer than one (1) year, the longer warranty period shall apply.

E. Manufacturer's warranties shall be in addition to, and shall not limit or reduce, the Contractor's obligations under the Contract Documents.

F. The Contractor shall be responsible for coordinating warranty claims during the Contractor's warranty period and shall assist the Owner in obtaining corrective action from manufacturers, suppliers, installers, and subcontractors as applicable.

G. Warranty periods shall commence on the date of Substantial Completion unless a different commencement date is specifically stated in the applicable Specification Section or approved warranty.

1.5 PROJECT-SPECIFIC WARRANTIES

A. Provide all warranties required by the individual Specification Sections for the playground equipment and structures, outdoor fitness equipment, splash pad and associated equipment and systems, fencing and gates, surfacing and turf systems, concrete Work, and other improvements furnished under the Contract.

B. Where individual Specification Sections require specific warranty durations, those requirements shall govern.

C. Submit manufacturer warranties, Contractor warranties, and installer warranties as applicable for each system.

D. Warranty documentation shall clearly identify the equipment, product, or system covered; applicable warranty period; effective date; exclusions or limitations; and procedures and contact information for obtaining warranty service

PART 2-PRODUCTS

PART 3-EXECUTION

END OF SECTION

SECTION 023000
EXHIBITS

PART 1 – GENERAL

1.01 SECTION INCLUDES

A. Exhibits 1 and 2 are included with the Contract Documents to illustrate the general layout, limits, and design intent of the proposed improvements for Gluckstadt Community Park.

B. The Exhibits generally identify the proposed locations and relationships of improvements including, but not necessarily limited to, playground equipment, outdoor fitness equipment, splash pad improvements, sidewalks and concrete areas, artificial turf areas, fencing, walking trail, and associated site improvements.

C. The Exhibits are intended to establish the general scope, layout, and design intent of the Work and shall be used in conjunction with the Specifications and other Contract Documents.

D. Locations, dimensions, limits, and configurations shown on the Exhibits are approximate unless specifically indicated otherwise. Minor adjustments may be required to accommodate approved equipment, manufacturer requirements, existing field conditions, utilities, drainage, accessibility requirements, and proper installation.

E. Final equipment layouts, dimensions, foundations, fall zones, clearances, and installation requirements shall be based upon approved product submittals and the requirements of the applicable manufacturer.

F. The CONTRACTOR shall coordinate any proposed deviation or adjustment from the general layout shown on the Exhibits with the ENGINEER prior to performing the affected Work. Adjustments shall not materially alter the intended scope, function, accessibility, or overall design intent without prior approval.

G. The CONTRACTOR shall verify existing conditions and dimensions in the field prior to construction and shall promptly notify the ENGINEER of conflicts or conditions that may require modification of the Work.

PART 2 – PRODUCTS
NOT USED

PART 3 – EXECUTION
NOT USED

END OF SECTION

EXHIBIT 1

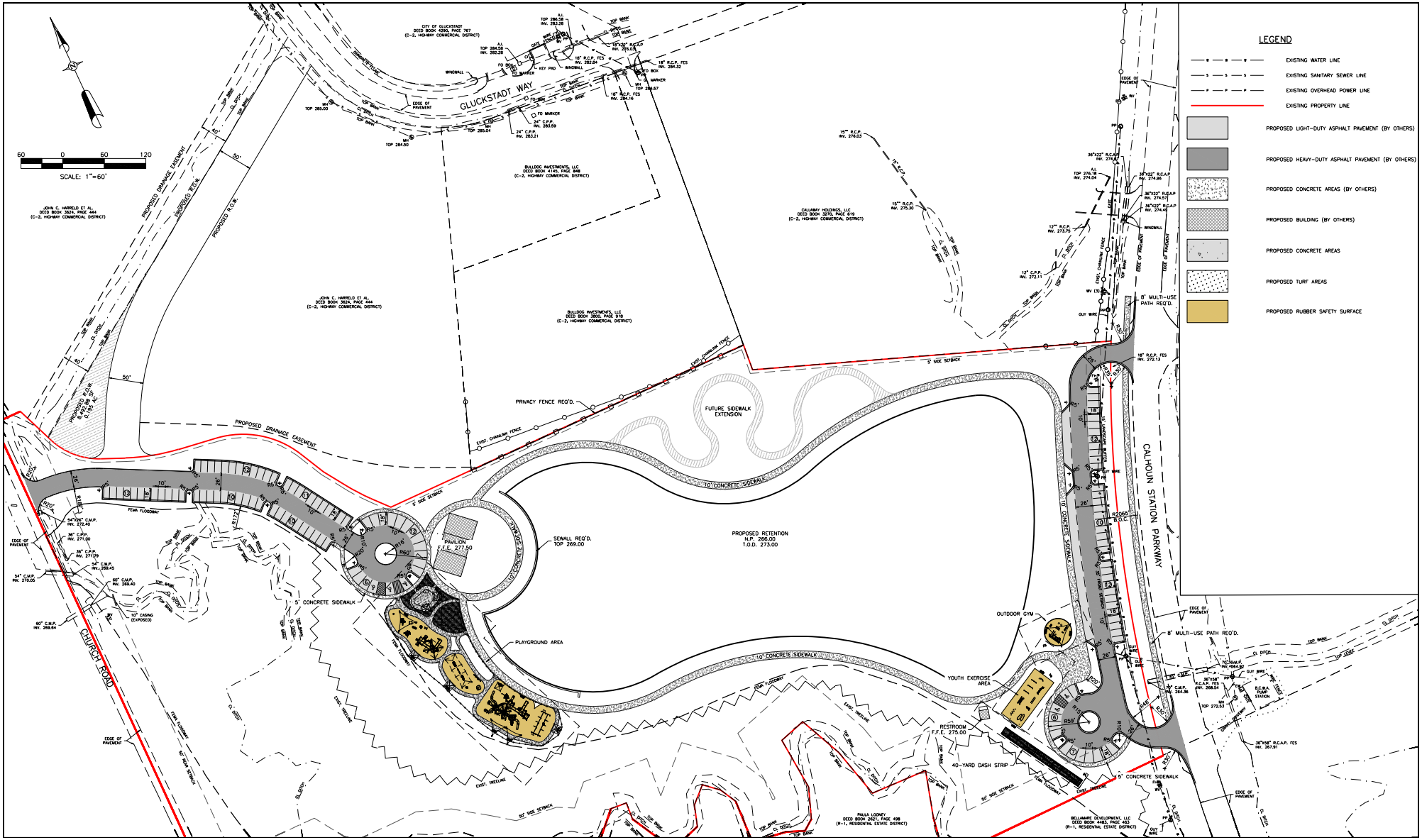

LEGEND
EXISTING WATER LINE
EXISTING SANITARY SEWER LINE
EXISTING OVERHEAD POWER LINE
EXISTING PROPERTY LINE
PROPOSED LIGHT-DUTY ASPHALT PAVEMENT (BY OTHERS)
PROPOSED HEAVY-DUTY ASPHALT PAVEMENT (BY OTHERS)
PROPOSED CONCRETE AREAS (BY OTHERS)
PROPOSED BUILDING (BY OTHERS)
PROPOSED CONCRETE AREAS
PROPOSED TURF AREAS
PROPOSED RUBBER SAFETY SURFACE
SCALE: 1"=60'
GLUCKSTADT WAY
CHURCH ROAD
CALHOUN STATION PARKWAY
PROPOSED DRAINAGE EASEMENT
PROPOSED R.O.W.
PRIVACY FENCE REQ'D.
FUTURE SIDEWALK EXTENSION
10' CONCRETE SIDEWALK
5' CONCRETE SIDEWALK
8' MULTI-USE PATH REQ'D.
PROPOSED RETENTION
N.P. 266.00
T.O.D. 273.00
SEWALL REQ'D.
TOP 269.00
PAVILION
F.F.E. 277.50
PLAYGROUND AREA
OUTDOOR GYM
YOUTH EXERCISE AREA
RESTROOM
F.F.E. 275.00
40-YARD DASH STRIP
FEMA FLOODWAY
EXIST. WETLINE
5' SIDE SETBACK
50' SIDE SETBACK
JOHN C. HARFIELD ET AL.
DEED BOOK 3624, PAGE 444
(C-2, HIGHWAY COMMERCIAL DISTRICT)
BULLDOG INVESTMENTS, LLC
DEED BOOK 4149, PAGE 848
(C-2, HIGHWAY COMMERCIAL DISTRICT)
BULLDOG INVESTMENTS, LLC
DEED BOOK 3900, PAGE 918
(C-2, HIGHWAY COMMERCIAL DISTRICT)
CITY OF GLUCKSTADT
DEED BOOK 4240, PAGE 767
(C-2, HIGHWAY COMMERCIAL DISTRICT)
COLUMBIA HOLDINGS, LLC
DEED BOOK 3270, PAGE 619
(C-2, HIGHWAY COMMERCIAL DISTRICT)
PAULA LOONEY
DEED BOOK 2621, PAGE 498
(R-1, RESIDENTIAL ESTATE DISTRICT)
BELLAMARE DEVELOPMENT, LLC
DEED BOOK 4483, PAGE 163
(R-1, RESIDENTIAL ESTATE DISTRICT)

EXHIBIT 2


YOUTH EXERCISE AREA
AGILITY STEPS
MONKEYBARS
VAULT WALLS
BALANCE WALK
START/STOP BOLLARDS
AGILITY PLATFORMS
NET WALL
PARALLEL BARS (42" HEIGHT)
ROCK CLIMBING/NET WALL
6' BENCH W/BACK (THERMOCOAT)
SIGN
NOTES:
1. ALL EQUIPMENT SHALL BE YOUTH SIZED.
2. SEE SPECS FOR EXERCISE STATIONS/ FREETSTANDING EQUIPMENT REQUIREMENTS.
OUTDOOR GYM
EXERCISE STATIONS
EQUILATERAL SHADE STRUCTURE
NOTE: SEE SPECS FOR EXERCISE STATIONS/ FREETSTANDING EQUIPMENT REQUIREMENTS.
SCALE: 1"=10'
LEGEND
PROPOSED LIGHT-DUTY ASPHALT PAVEMENT (BY OTHERS)
PROPOSED HEAVY-DUTY ASPHALT PAVEMENT (BY OTHERS)
PROPOSED CONCRETE AREAS (BY OTHERS)
PROPOSED BUILDING (BY OTHERS)
PROPOSED CONCRETE AREAS
PROPOSED TURF AREAS
PROPOSED RUBBER SAFETY SURFACE
RESTROOM
40-YARD DASH STRIP
TURF
PLAYGROUND AREA
4' GATE
4' IRON FENCE
10' CANTILEVER UMBRELLA
POP JET
SPLASH PAD
SAIL CANOPY
EQUILATERAL SHADE STRUCTURE
DUAL SPINNING SEAT
CRAWL TUBE
GROUND-LEVEL CLIMBER
ASSORTED PANELS
DUAL SLIDE
ACCESSIBLE RAMP
ACCESSIBLE CLIMBER
CLIMBING STEPS
RINGS
CLIMBING WALL
PLAYHOUSE
SPINNING SEAT
TODDLER/CRAWLER PLAYSET
SWING SET W/ ASSORTED SWINGS
SENSORY WALL
SPINNING PLATFORM
SHADE STRUCTURE
ROCKING SEAT
3-SIDED CLIMBING PLATFORM
TUBE SLIDE
TIN ROOF
ACCESSIBLE CLIMBER
ROCKING PLATFORM
CLIMBING WALL
OVERHEAD LOOP LADDER
CLIMBING STEPS
TOWER TUBE SLIDE
CURVED CLIMBER
CONNECTOR CLIMBER
TOWER OVERLOOK
BRIDGE
VERTICAL CLIMBER
TOWER PLATFORM (VARIABLE HEIGHTS)
TOWER SPIRAL SLIDE
ANGLED CLIMBER
ZIP TRACK
NOTE: SEE SPECS FOR EXERCISE STATIONS/ FREETSTANDING EQUIPMENT REQUIREMENTS.

SECTION 116800
SPLASH PAD SYSTEM

PART 1 – GENERAL

1.01 DESCRIPTION

A. This Section includes furnishing all labor, materials, equipment, tools, supervision, transportation, services, and incidentals necessary for the complete design, purchase, delivery, installation, testing, commissioning, and startup of a flow-through/gravity-drain splash pad system.

B. The splash pad shall have a circular footprint approximately 30 feet in diameter. Within the splash pad footprint, provide a five (5) foot wide dry walk around the perimeter with a broomed concrete finish.

C. The Work shall include, but not necessarily be limited to, site preparation, subgrade preparation, aggregate base, reinforced concrete construction, drainage, piping, valves, valve cabinet, controls, electrical activator, spray features, equipment mounting systems, utility connections within the Contractor's scope, testing, commissioning, training, restoration, and all appurtenances necessary to provide a complete and operational splash pad system.

D. Furnish and install all incidental materials, equipment, accessories, fittings, connections, supports, anchors, hardware, and other components reasonably necessary for a complete and functional installation, whether specifically identified herein or not.

1.02 DESIGN REQUIREMENTS

A. Provide a complete flow-through/gravity-drain splash pad system.

B. The splash pad shall have a circular footprint approximately 30 feet in diameter with a five (5) foot wide dry walk around the perimeter.

C. Design the splash pad system to accommodate a water flow rate of approximately 40 gallons per minute (GPM) or greater.

D. Provide positive drainage throughout the splash pad area. Slopes shall be constructed to prevent ponding, standing water, or "birdbath" conditions.

E. Cross slopes toward the primary drain box shall not exceed three (3) percent.

F. Spray features shall be installed using encased, interchangeable mounting systems that allow individual spray features to be removed, repaired, or replaced without demolition of the surrounding concrete.

G. Products identified herein by manufacturer and model number are provided as the Basis of Design and are intended to establish the minimum required type, quality, function, performance, durability, and general aesthetic character of the splash pad system.

H. Equivalent products from other manufacturers may be provided as an approved equal, subject to review and approval by the Engineer and Owner in accordance with the Contract Documents.

I. Proposed equivalent products shall meet or exceed the performance, materials, quality, durability, functionality, maintainability, and general aesthetic intent of the Basis-of-Design products specified herein.

J. Acceptance of a proposed equal shall not relieve the Contractor from responsibility for providing a complete, coordinated, and fully functional splash pad system meeting all requirements of the Contract Documents.

1.03 SUBMITTALS

A. Following award and prior to ordering equipment or beginning construction of the splash pad, submit complete splash pad system information to the Engineer and Owner for review and approval.

B. Submit renderings and a proposed splash pad layout demonstrating that the proposed system meets the intent and requirements of the Contract Documents.

C. The proposed layout shall include, at a minimum:

1. Overall splash pad dimensions and configuration.
2. Limits and dimensions of the five (5) foot wide dry walk.
3. Location and identification of each spray feature.
4. Manufacturer and model number of each proposed spray feature.
5. Location of the primary drain box.
6. Proposed valve cabinet location.
7. Location of the electrical activator bollard.
8. General routing of feature piping.
9. Proposed wastewater discharge/daylight location.
10. Proposed utility connection locations.
11. General drainage and slope configuration.

D. Submit manufacturer's product data for all spray features, mounting systems, valve cabinet, valves, manifold, controls, timer interface, activator, and other manufactured components of the splash pad system.

E. Submit manufacturer's written installation requirements and recommendations for all splash pad equipment.

F. Where products other than the specified Basis-of-Design products are proposed, clearly identify each proposed substitution or equivalent product and submit sufficient documentation demonstrating compliance with the requirements of this Section.

G. Documentation for proposed equivalent products shall include, as applicable:

1. Manufacturer's name.
2. Product name and model number.
3. Product data and technical information.
4. Materials of construction.
5. Dimensions and configuration.
6. Flow and performance information.
7. Mounting and installation requirements.
8. Warranty information.
9. Comparison with the specified Basis-of-Design product.
10. Renderings, photographs, or other information necessary to demonstrate equivalent aesthetic and functional characteristics.

H. The Engineer and Owner reserve the right to reject proposed equivalent products that do not demonstrate compliance with the requirements and design intent of the Contract Documents.

1.04 FIELD VERIFICATION

A. Prior to beginning construction, verify existing site conditions, elevations, utility locations, and other conditions affecting installation of the splash pad.

B. Verify that the existing subgrade is suitable for construction. Prepare and compact subgrade beneath the splash pad improvements to a minimum of 95 percent of maximum dry density as determined by the Standard Proctor test.

C. Notify the Engineer of unsuitable or unstable conditions encountered prior to proceeding with construction of the affected Work.

1.05 COORDINATION

A. Coordinate the splash pad installation with the Owner, Engineer, equipment manufacturer, utility providers, and other contractors performing Work at the Project site.

B. The location of the above-grade valve cabinet shall be within a greenspace and shall be approved by the City prior to installation.

C. The location where the splash pad wastewater line daylights shall be designated or approved by the City prior to installation.

D. Coordinate the locations of spray features, piping, drainage, electrical components, concrete reinforcing, and other Work to provide a complete and properly functioning system.

1.06 OWNER-PROVIDED UTILITY WORK

A. The City of Gluckstadt will provide electrical power to the electrical panel located at the valve cabinet and will make the electrical connection to the cabinet electrical panel prior to startup.

B. The City of Gluckstadt will provide the water supply to the valve cabinet and will provide a pressure-reducing valve, if required, and a properly sized backflow preventer.

C. Coordinate the Contractor's Work with the utility connection points provided by the City.

1.07 WARRANTIES

A. Provide warranties commencing on the date of splash pad commissioning as follows:

1. General Contractor's Warranty: One (1) year.
2. Valve Cabinet Manufacturer's Warranty: Three (3) years.
3. Spray Feature Manufacturer's Warranty: Three (3) years.
4. Concrete Warranty: Three (3) years.

B. Proposed approved-equal equipment shall provide warranties meeting or exceeding the warranty periods specified herein.

C. Submit written warranty documentation to the Owner as part of the Project closeout documents.

PART 2 – PRODUCTS

2.01 GENERAL

A. Furnish new materials and equipment suitable for their intended use and compatible with the complete splash pad system.

B. Splash pad components shall be designed and manufactured for commercial outdoor splash pad applications.

C. Components of the splash pad system shall be compatible with one another and shall be coordinated by the Contractor and splash pad equipment supplier/manufacturer.

D. Products identified by manufacturer and model are Basis-of-Design products. Approved equivalent products meeting or exceeding the specified requirements may be provided subject to the requirements of this Section and the Contract Documents.

2.02 SPRAY FEATURES

A. Spray features manufactured by Raindrop Products, LLC are identified as the Basis of Design and establish the minimum type, quality, performance, function, durability, and general aesthetic character required.

B. Equivalent products manufactured by others may be provided as approved equals, subject to review and approval by the Engineer and Owner.

C. Provide the following spray features:

1. Two (2) slanted surface sprays.
   Basis of Design: Raindrop Slant Finger Jets, or approved equal.

2. Four (4) interwoven multi-jet surface sprays.
   Basis of Design: Raindrop Basket Weaver, or approved equal.
3. Two (2) vertical cone surface sprays.
   Basis of Design: Raindrop Mini Popcorn Jet or approved equal.
4. Two (2) integrated vertical jets arranged in a curved pattern.
   Basis of Design: Raindrop Low Flow Curved Pop Jet, 48-inch Radius, or approved equal.
5. One (1) tunnel-effect surface spray.
   Basis of Design: Raindrop Tunnel Arch 6, or approved equal.

D. Approved-equal spray features shall provide spray patterns, coverage, interaction, function, and general visual character comparable to the Basis-of-Design features.

E. Provide each spray feature with an encased, interchangeable mounting system that permits removal, repair, or replacement of the individual spray feature without demolition of the surrounding concrete.

F. Provide all piping, fittings, connections, mounting components, and accessories required for complete installation and operation of the spray features.

2.03 VALVE CABINET AND WATER CONTROLS

A. Provide one (1) above-grade valve cabinet suitable for exterior commercial splash pad applications.

B. Provide within the valve cabinet a Schedule 80 PVC, 3-inch manifold with ball valves dedicated to seven (7) individual 1-inch feature lines.

C. Provide one (1) 2-inch pressure control valve.

D. Provide one (1) 2-inch shutoff valve.

E. Provide all fittings, connections, supports, and accessories required for a complete installation.

F. Valve cabinet and control components shall be compatible with the proposed splash pad system.

2.04 CONTROL SYSTEM

A. Provide one (1) zone timer interface to control operation of the splash pad.

B. The timer interface shall be programmable for two (2) opening times and two (2) closing times per day, providing two operating windows per day, seven days per week.

C. Provide one (1) electrical activator bollard with touch-sensor button located within the splash pad area.

D. Provide a 120-volt, single-phase electrical breaker panel mounted on the side of the valve cabinet.

E. Provide all controls, wiring within the splash pad equipment system, enclosures, connections, and accessories necessary for complete operation.

2.05 DRAINAGE

A. Provide one (1) 4-inch PVC wastewater line connected to a drain box located at the center of the splash pad.

B. Extend the wastewater line to daylight at a location designated or approved by the City prior to construction.

C. Provide all fittings, connections, excavation, bedding, backfill, and other incidental materials required for a complete gravity-drain installation.

2.06 CONCRETE

A. Concrete shall have a minimum compressive strength of 3,500 psi.

B. Provide a concrete splash pad deck six (6) inches thick in the field.

C. Provide a perimeter turndown twelve (12) inches deep and eight (8) inches wide along the circular perimeter.

D. Reinforce the perimeter turndown with one (1) continuous No. 5 reinforcing bar located four (4) inches from the bottom of the footing.

E. Reinforce the six (6) inch concrete deck with welded wire reinforcement.

F. Provide a four (4) inch thick compacted No. 57 stone base beneath the concrete.

PART 3 – EXECUTION

3.01 SITE PREPARATION

A. Verify existing conditions prior to beginning Work.

B. Remove unsuitable material as necessary and prepare the subgrade to receive the proposed splash pad improvements.

C. Compact the prepared subgrade to a minimum of 95 percent of maximum dry density as determined by the Standard Proctor test.

D. Establish grades necessary to provide positive drainage and support the proposed improvements.

3.02 AGGREGATE BASE

A. Place No. 57 stone beneath the concrete splash pad deck to a compacted thickness of four (4) inches.

B. Place and compact aggregate to provide a firm, uniform base for concrete construction.

3.03 CONCRETE INSTALLATION

A. Construct the splash pad concrete deck six (6) inches thick with the perimeter turndown specified herein.

B. Install reinforcing steel and welded wire reinforcement in the locations specified.

C. Provide a broomed concrete finish on the five (5) foot wide dry walk around the perimeter.

D. Construct the concrete surface to provide positive drainage to the primary drain box without depressions or irregularities that result in standing water.

E. Cross slopes toward the primary drain box shall not exceed three (3) percent.

F. Saw-cut contraction joints to a depth equal to approximately one-third (1/3) of the slab thickness.

G. Space saw-cut joints approximately ten (10) feet on center each way.

H. Complete saw cutting within twenty-four (24) hours following concrete placement.

I. Place concrete only under weather conditions suitable for proper placement, finishing, and curing. Protect freshly placed concrete from precipitation, excessive wind, temperature extremes, and other conditions that may adversely affect the appearance, durability, or integrity of the finished concrete.

J. Unless otherwise approved by the Engineer, concrete placement shall occur when ambient temperatures are between 45 degrees F and 90 degrees F.

3.04 SPLASH PAD EQUIPMENT INSTALLATION

A. Install the splash pad system in accordance with the approved layout, approved submittals, and manufacturer's written instructions.

B. Install spray features in the quantities and general arrangements approved by the Owner and Engineer.

C. Install each spray feature using the specified encased, interchangeable mounting system.

D. Coordinate equipment installation with concrete construction to ensure proper elevations, alignment, anchorage, and drainage.

E. Approval of the proposed layout or equipment shall not relieve the Contractor of responsibility for proper installation or performance of the completed splash pad system.

3.05 PIPING AND CONTROLS

A. Install the valve cabinet, manifold, valves, feature lines, controls, activator, electrical panel, and associated equipment in accordance with the manufacturer's recommendations and approved layout.

B. Coordinate all piping and equipment locations to avoid conflicts with concrete reinforcing, drainage piping, electrical components, and other Work.

C. Provide seven (7) individual 1-inch feature lines connected to the Schedule 80 PVC manifold.

D. Install the 4-inch PVC wastewater line from the center drain box to the approved daylight location.

3.06 UTILITY CONNECTIONS

A. Coordinate water and electrical requirements with the city.

B. Terminate Contractor-provided water system components at the connection point established by the City at the valve cabinet.

C. Coordinate the electrical panel installation with the electrical service and final connection provided by the city.

D. Do not place the splash pad into operation until required utility connections have been completed.

3.07 TESTING AND COMMISSIONING

A. Upon completion of installation, test the complete splash pad system to verify proper operation.

B. Verify operation of each spray feature, valve, control, timer, activator, drain, and other system component.

C. Adjust spray features and controls as necessary to provide proper operation and the intended spray patterns.

D. Verify that the splash pad deck drains properly and that no unacceptable areas of standing water remain.

E. Correct deficiencies identified during testing prior to final commissioning.

F. Approved-equal equipment shall be required to achieve the same overall functional and performance requirements established by this Section.

3.08 TRAINING AND CLOSEOUT

A. At commissioning, provide training to designated City personnel regarding operation and routine maintenance of the splash pad system.

B. Provide the Owner with all necessary operation and maintenance manuals.

C. Provide record/as-built drawings showing the final installed configuration of the splash pad system, including equipment, piping, controls, drainage, and other concealed components.

D. Provide all required warranty documentation.

3.09 RESTORATION

A. Restore areas disturbed by splash pad construction.

B. Final-grade disturbed areas to provide positive drainage.

C. Seed and straw disturbed areas upon completion of construction.

END OF SECTION

SECTION 116810
PLAYGROUND EQUIPMENT AND STRUCTURES

PART 1 – GENERAL

1.01 DESCRIPTION

A. This Section includes furnishing, delivery, assembly, installation, and completion of commercial playground equipment, play structures, freestanding play components, shade structures associated with the playground equipment, accessories, foundations, anchorage systems, hardware, and all related items required for a complete and operational playground installation.

B. The Contractor shall provide all labor, materials, equipment, tools, supervision, transportation, unloading, storage, assembly, installation, foundations, anchorage, hardware, accessories, and incidentals necessary to provide the complete playground equipment system.

C. Playground equipment shall generally conform to the type, quantity, age range, play value, accessibility, arrangement, and overall design intent represented by the Basis-of-Design equipment and conceptual layouts included in the Contract Documents.

D. The Basis-of-Design playground depicted in the Grant Agreement includes separate play areas for different age groups, inclusive and accessible play components, freestanding play equipment, shade structures, and related amenities.

1.02 RELATED SECTIONS

A. Section 012910 – Submittals.

B. Sections of the Contract Documents pertaining to earthwork, concrete, playground surfacing, turf, sidewalks, fencing, site improvements, and restoration.

1.03 REFERENCE STANDARDS

A. Playground equipment and installation shall comply with applicable requirements of the following:

1. ASTM F1487 – Standard Consumer Safety Performance Specification for Playground Equipment for Public Use.
2. ASTM F1292 – Standard Specification for Impact Attenuation of Surfacing Materials Within the Use Zone of Playground Equipment.
3. ASTM F1951 – Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment.
4. U.S. Consumer Product Safety Commission (CPSC), Public Playground Safety Handbook.
5. Americans with Disabilities Act (ADA) and applicable accessibility requirements.
6. International Play Equipment Manufacturers Association (IPEMA) certification requirements, where applicable.

B. Where requirements conflict, comply with the more stringent requirement unless otherwise approved by the Engineer.

1.04 SUBMITTALS

A. Submit in accordance with Section 012910 – Submittals.

B. Prior to ordering equipment, fabrication, or installation, submit a complete playground equipment package to the Engineer for review and approval.

C. Product Data: Submit manufacturer's current product data for each playground structure, freestanding play component, shade structure, accessory, and associated product.

D. Shop Drawings: Submit a complete scaled playground layout showing, at a minimum:

1. Location and orientation of each playground structure and component.
2. Manufacturer and model number of each structure and component.

3. Overall equipment dimensions.
4. Required use zones and safety clearances.
5. Designated age ranges.
6. Accessible play components and accessible routes.
7. Equipment foundations and anchorage.
8. Finished grades and equipment elevations, where applicable.
9. Relationship to playground surfacing.
10. Relationship to sidewalks, fencing, shade structures, turf, and adjacent improvements.

E. Submit manufacturer's installation instructions, foundation and anchorage requirements, maintenance information, applicable certifications, and warranty information.

F. Submit manufacturer's available standard colors and finishes for selection and approval by the Owner.

1.05 BASIS OF DESIGN AND APPROVED EQUALS

A. Basis of Design: Playground equipment and structures manufactured by GameTime, as generally represented by the GameTime playground designs, equipment, layouts, renderings, and supporting information included in the Contract Documents.

B. GameTime is specified as the Basis of Design to establish the minimum required level of quality, materials, durability, functionality, accessibility, play value, capacity, appearance, and overall design intent.

C. Products of other manufacturers may be provided as an approved equal, subject to the requirements of the Contract Documents and approval by the Engineer and Owner.

D. Approved-equal playground systems shall meet or exceed the Basis-of-Design system with respect to:

1. Overall size and configuration.
2. Intended age ranges.
3. User capacity.
4. Number and variety of play activities.
5. Physical and developmental play opportunities.
6. Inclusive and accessible play opportunities.
7. Elevated and ground-level play components.
8. Materials and structural components.
9. Durability and corrosion resistance.
10. Safety requirements and use zones.
11. Shade and related features where included.
12. Warranty coverage.
13. General appearance, character, and design intent.

E. A proposed equal shall not materially reduce the quantity, variety, accessibility, capacity, functionality, or play value of the equipment represented by the Basis-of-Design system.

F. Requests for approved equals shall be submitted in accordance with the Instructions to Bidders and Section 012910 – Submittals.

G. Contractor shall provide sufficient information to demonstrate equivalency, including manufacturer, model numbers, product data, equipment layout, age ranges, capacities, materials, use zones, accessibility information, warranties, renderings, and a comparison with the Basis-of-Design system.

H. The Contractor shall be responsible for demonstrating that a proposed equal meets or exceeds the requirements and overall intent established by the Basis of Design.

1.06 QUALITY ASSURANCE

A. Manufacturer shall be regularly engaged in the manufacture of commercial playground equipment of similar size, type, and complexity.

B. Playground equipment shall comply with ASTM F1487 and applicable CPSC requirements.

C. Provide IPEMA-certified playground equipment where IPEMA certification is applicable.

D. Equipment and installation shall comply with applicable ADA accessibility requirements.

E. Installer shall be experienced in commercial playground equipment installation and shall be trained, certified, or otherwise approved by the equipment manufacturer where required by the manufacturer.

F. Installation shall comply with manufacturer's written instructions and approved Shop Drawings.

1.07 DELIVERY, STORAGE, AND HANDLING

A. Deliver equipment and materials in manufacturer's original packaging with identification intact.

B. Store and protect materials in accordance with manufacturer's recommendations.

C. Protect equipment against damage, corrosion, deformation, weather, and contamination.

D. Replace damaged components that cannot be restored to new condition.

1.08 WARRANTY

A. Provide manufacturer's written commercial playground equipment warranties applicable to each furnished product and component.

B. Warranty coverage for approved-equal products shall meet or exceed the warranty coverage provided for comparable Basis-of-Design equipment.

C. Warranty periods shall commence upon acceptance of the completed playground equipment installation unless otherwise required by the Contract Documents.

D. Submit complete warranty documentation prior to Project closeout.

PART 2 – PRODUCTS

2.01 MANUFACTURERS

A. Basis of Design: GameTime, or approved equal.

B. Provide playground structures, freestanding equipment, accessories, shade components, and related equipment generally corresponding to the GameTime equipment represented in the Contract Documents.

C. Other manufacturers shall be subject to the approved-equal requirements specified herein and elsewhere in the Contract Documents.

2.02 PLAYGROUND EQUIPMENT

A. Provide a complete commercial playground equipment system meeting the requirements of the Contract Documents.

B. Equipment shall accommodate the age groups represented by the Basis-of-Design playground.

C. Provide structures and components necessary to achieve the overall play experience represented by the Basis of Design, including, as applicable:

1. Elevated play structures.
2. Slides.
3. Climbers.

4. Bridges and connecting components.
5. Activity and sensory panels.
6. Ground-level activities.
7. Accessible and inclusive play components.
8. Swings.
9. Spinners.
10. Freestanding play events.
11. Balance and motion activities.
12. Upper-body and climbing activities.
13. Shade structures associated with the playground.
14. Transfer systems, ramps, steps, platforms, barriers, rails, and other required access components.

D. Furnish all structural posts, decks, platforms, rails, barriers, clamps, connectors, fasteners, hardware, anchors, foundations, caps, and accessories necessary for a complete installation.

2.03 MATERIALS

A. Materials shall be commercial-grade and suitable for permanent exterior playground use.

B. Structural Components:

1. Provide steel or other structural members of sufficient strength and configuration for the intended application.
2. Structural components shall be galvanized, coated, or otherwise protected against corrosion.
3. Structural members shall be designed for the loads imposed by the intended use of the equipment.

C. Steel Components:

1. Steel components shall have durable corrosion-resistant finishes suitable for exterior commercial playground environments.
2. Powder-coated surfaces shall be resistant to chipping, corrosion, fading, and normal weather exposure.

D. Decks, Platforms, and Steps:

1. Provide durable, slip-resistant walking and standing surfaces.
2. Components shall be designed to prevent hazardous accumulation of water.
3. Openings shall comply with applicable playground safety standards.

E. Molded Components:

1. Plastic components shall be commercial-grade, UV-stabilized material suitable for exterior playground applications.
2. Components shall resist cracking, fading, deterioration, and normal vandalism.

F. Hardware:

1. Provide corrosion-resistant hardware suitable for exterior use.
2. Exposed fasteners shall be tamper-resistant where appropriate.
3. Provide protective caps, covers, or other means of eliminating exposed sharp edges and projections.

G. Ropes, Nets, and Cables:

1. Provide commercial playground-grade materials designed for repetitive exterior use.

2. Provide corrosion-resistant internal reinforcement and connections where applicable.

H. Colors and finishes shall be selected by the Owner from manufacturer's standard available selections.

2.04 ACCESSIBILITY

A. Provide playground equipment and layout complying with applicable ADA accessibility requirements.

B. Provide required accessible routes, transfer systems, ground-level accessible components, and elevated accessible components.

C. Coordinate equipment accessibility with the finished playground surfacing and accessible routes serving the playground.

D. The completed playground shall maintain the inclusive and accessible design intent represented by the Basis-of-Design system. The City's grant application specifically identifies ADA-accessible play features and inclusive play opportunities as part of the Project.

2.05 FOUNDATIONS AND ANCHORAGE

A. Provide foundations and anchorage in accordance with manufacturer's requirements and approved Shop Drawings.

B. Furnish concrete, reinforcing, anchors, hardware, and other materials required for proper installation unless specifically indicated otherwise.

C. Coordinate foundation elevations with finished playground surfacing.

D. Foundations shall not create protrusions or hazards within equipment use zones.

2.06 PLAYGROUND SURFACING COORDINATION

A. Coordinate playground equipment installation with the specified playground surfacing system.

B. Maintain manufacturer's required fall heights, use zones, clearances, and finished surfacing elevations.

C. Equipment requiring impact-attenuating surfacing shall be coordinated with surfacing complying with applicable ASTM requirements.

2.07 LABELS AND SIGNAGE

A. Provide manufacturer's required safety, warning, age-range, identification, and informational labels.

B. Labels shall be permanently attached and suitable for exterior exposure.

PART 3 – EXECUTION

3.01 EXAMINATION

A. Examine site conditions, grades, foundations, surfacing areas, and adjacent improvements before installation.

B. Verify dimensions, elevations, equipment locations, use zones, and clearances.

C. Do not begin installation until unacceptable conditions have been corrected.

3.02 INSTALLATION

A. Install playground equipment in accordance with approved Shop Drawings and manufacturer's written instructions.

B. Install equipment plumb, level, properly aligned, securely anchored, and complete.

C. Maintain required use zones, safety clearances, fall heights, and accessible routes.

D. Install all hardware, caps, covers, guards, anchors, accessories, and related components necessary for a complete installation.

E. Field modification of manufactured playground equipment shall not be permitted without written approval from the manufacturer and Engineer.

3.03 FIELD QUALITY CONTROL

A. Upon completion, inspect the entire playground equipment system for proper installation, alignment, anchorage, clearances, hardware, use zones, and compliance with approved Shop Drawings.

B. Correct damaged, loose, improperly installed, or noncompliant Work prior to acceptance.

C. Provide manufacturer's inspection or other required playground safety inspection when required by the Contract Documents.

3.04 PROTECTION

A. Protect completed equipment from damage throughout construction.

B. Prevent public use until playground equipment, required safety surfacing, and associated Work are complete and accepted by the Owner.

C. Repair or replace damaged equipment prior to Final Completion.

3.05 CLOSEOUT

A. Submit manufacturer's inspection, operation, and maintenance information.

B. Submit warranties and applicable certifications.

C. Submit final approved equipment layout and equipment schedule for Owner's records.

D. Provide Owner personnel with manufacturer's recommended information regarding routine inspection and maintenance.

END OF SECTION

SECTION 116820
OUTDOOR FITNESS EQUIPMENT

PART 1 – GENERAL

1.01 DESCRIPTION

A. This Section includes furnishing, delivery, assembly, installation, and completion of commercial outdoor fitness equipment, fitness structures, exercise stations, challenge-course components, accessories, foundations, anchorage systems, hardware, and related Work.

B. Contractor shall furnish all labor, materials, equipment, tools, supervision, transportation, assembly, foundations, anchorage, hardware, accessories, and incidentals required for a complete and operational outdoor fitness area.

C. Fitness equipment shall generally conform to the type, quantity, functionality, exercise opportunities, accessibility, arrangement, and overall design intent represented by the Basis-of-Design equipment included in the Contract Documents.

1.02 RELATED SECTIONS

A. Section 012910 – Submittals.

B. Applicable sections pertaining to earthwork, concrete, surfacing, turf, sidewalks, fencing, site improvements, and restoration.

1.03 REFERENCE STANDARDS

A. Outdoor fitness equipment shall comply with applicable requirements of:

1. ASTM F3101 – Standard Specification for Unsupervised Public Use Outdoor Fitness Equipment.
2. Applicable ADA accessibility requirements.
3. Applicable manufacturer's safety and installation requirements.

B. Where requirements conflict, comply with the more stringent requirement unless otherwise approved by the Engineer.

1.04 SUBMITTALS

A. Submit in accordance with Section 012910 – Submittals.

B. Prior to ordering, fabrication, or installation, submit a complete outdoor fitness equipment package.

C. Product Data: Submit manufacturer's product information for each fitness structure, station, component, accessory, and associated product.

D. Shop Drawings: Provide a scaled fitness-area layout showing:

1. Location and orientation of each fitness station.
2. Manufacturer and model number.
3. Overall dimensions.
4. Required training or use zones.
5. Safety clearances.
6. Accessible routes and accessible equipment.
7. Foundations and anchorage.
8. Finished elevations.
9. Relationship to surfacing, sidewalks, fencing, shade structures, and adjacent improvements.

E. Submit manufacturer's installation instructions, maintenance information, certifications, and warranties.

F. Submit manufacturer's available colors and finishes for Owner selection.

1.05 BASIS OF DESIGN AND APPROVED EQUALS

A. Basis of Design: Outdoor fitness equipment manufactured by GameTime, including the GameTime fitness equipment, structures, stations, and related components represented in the Contract Documents.

B. GameTime is specified as the Basis of Design to establish minimum requirements for quality, materials, durability, functionality, exercise value, accessibility, appearance, and overall design intent.

C. Products manufactured by others may be provided as an approved equal, subject to approval by the Engineer and Owner and the requirements of the Contract Documents.

D. Approved-equal equipment shall meet or exceed the Basis-of-Design equipment with respect to:

1. Number and variety of exercise stations.
2. Intended users.
3. Exercise functions and muscle groups addressed.
4. Cardiovascular, strength, mobility, balance, and functional-training opportunities represented by the Basis of Design.
5. Accessibility.
6. User capacity.
7. Materials and structural construction.
8. Durability and corrosion resistance.
9. Safety and required use zones.
10. Warranty coverage.
11. Overall appearance and design intent.

E. A proposed equal shall not materially reduce the number, variety, accessibility, capacity, exercise value, or functionality represented by the Basis-of-Design equipment.

F. Requests for approved equals shall comply with the Instructions to Bidders and Section 012910 – Submittals.

G. Contractor shall provide sufficient information to establish equivalency, including equipment schedules, model numbers, product data, layouts, dimensions, user capacities, exercise functions, materials, safety requirements, accessibility information, warranties, and renderings.

1.06 QUALITY ASSURANCE

A. Manufacturer shall be regularly engaged in manufacturing commercial outdoor fitness equipment intended for unsupervised public use.

B. Equipment shall comply with ASTM F3101 where applicable.

C. Equipment and layout shall comply with applicable accessibility requirements.

D. Installer shall have experience installing commercial outdoor fitness equipment and shall be trained, certified, or otherwise approved by the manufacturer where required.

E. Install equipment in accordance with manufacturer's requirements and approved Shop Drawings.

1.07 DELIVERY, STORAGE, AND HANDLING

A. Deliver equipment in manufacturer's original packaging.

B. Protect equipment from damage, corrosion, deformation, and weather during storage and installation.

C. Replace damaged components that cannot be restored to new condition.

1.08 WARRANTY

A. Provide manufacturer's written commercial warranties applicable to each fitness product and component.

B. Approved-equal equipment shall provide warranty coverage meeting or exceeding that of comparable Basis-of-Design equipment.

C. Submit warranties prior to Project closeout.

PART 2 – PRODUCTS

2.01 MANUFACTURERS

A. Basis of Design: GameTime, or approved equal.

B. Provide outdoor fitness equipment generally corresponding to the GameTime equipment, layouts, and renderings included in the Contract Documents.

C. Other manufacturers shall comply with the approved-equal requirements specified herein.

2.02 OUTDOOR FITNESS EQUIPMENT

A. Provide complete commercial outdoor fitness equipment designed for permanent exterior, unsupervised public use.

B. Provide the number, type, and general functionality of fitness stations represented by the Basis-of-Design equipment.

C. Equipment shall provide a variety of exercise opportunities generally corresponding to the Basis of Design, including, where represented:

1. Strength training.
2. Cardiovascular exercise.
3. Functional fitness.
4. Flexibility and mobility.
5. Balance and coordination.
6. Upper-body exercise.
7. Lower-body exercise.
8. Core exercise.
9. Body-weight resistance activities.
10. Challenge-course or obstacle-style activities.

D. Provide all structural members, frames, posts, platforms, handles, grips, seats, foot supports, moving components, hardware, anchors, foundations, instructional signage, and accessories required for complete operation.

2.03 MATERIALS

A. Materials shall be commercial grade and suitable for permanent exterior fitness installations.

B. Structural Components:

1. Provide steel or other structural members designed for the loads associated with intended use.
2. Structural components shall be galvanized, coated, or otherwise protected against corrosion.

C. Metal Components:

1. Provide durable exterior finishes suitable for high-use public recreational facilities.
2. Powder-coated surfaces shall resist corrosion, chipping, fading, and normal weather exposure.

D. Hardware:

1. Provide corrosion-resistant hardware.
2. Exposed fasteners shall be tamper-resistant where appropriate.
3. Provide caps, covers, and guards as required to eliminate hazardous projections or pinch points.

E. Handles, Grips, Seats, Platforms, and Contact Surfaces:

1. Provide durable materials designed for repeated public use.
2. Surfaces shall be suitable for exterior exposure and resistant to deterioration from sunlight and weather.
3. Walking and standing surfaces shall be slip resistant.

F. Moving components shall incorporate bearings, bushings, stops, guards, or other components required by the manufacturer for safe and durable operation.

G. Colors and finishes shall be selected by the Owner from manufacturer's standard available selections.

2.04 ACCESSIBILITY

A. Provide an accessible route to and through the outdoor fitness area as required by applicable accessibility requirements.

B. Provide accessible fitness opportunities generally consistent with the Basis-of-Design equipment.

C. Coordinate equipment locations and use zones with finished surfacing and accessible routes.

2.05 FOUNDATIONS AND ANCHORAGE

A. Provide equipment foundations and anchorage in accordance with manufacturer's requirements and approved Shop Drawings.

B. Provide concrete, reinforcing, anchors, hardware, and incidentals required for complete installation unless specifically indicated otherwise.

C. Coordinate foundation elevations with finished surfacing.

D. Foundations and anchors shall not create hazards within required training or use zones.

2.06 EQUIPMENT SIGNAGE

A. Provide manufacturer's required instructional, warning, safety, and equipment-identification signage.

B. Instructions shall clearly identify the intended use of each fitness station where applicable.

C. Signs and labels shall be suitable for permanent exterior exposure.

PART 3 – EXECUTION

3.01 EXAMINATION

A. Examine site conditions, grades, surfacing, and adjacent improvements before installation.

B. Verify equipment locations, dimensions, elevations, clearances, and required use zones.

C. Do not proceed until unacceptable conditions have been corrected.

3.02 INSTALLATION

A. Install outdoor fitness equipment in accordance with manufacturer's written instructions and approved Shop Drawings.

B. Install equipment plumb, level, properly aligned, securely anchored, and complete.

C. Maintain manufacturer's required clearances and use zones.

D. Install all hardware, anchors, caps, covers, guards, signs, and accessories required for a complete installation.

E. Field modification of manufactured fitness equipment shall not be permitted without written approval of the manufacturer and Engineer.

3.03 FIELD QUALITY CONTROL

A. Inspect the completed fitness equipment installation for proper assembly, operation, anchorage, alignment, clearances, hardware, and compliance with approved Shop Drawings.

B. Operate and test equipment with moving components to verify proper operation.

C. Correct loose, damaged, improperly operating, or noncompliant components prior to acceptance.

3.04 PROTECTION

A. Protect installed equipment from damage during construction.

B. Prevent public use until equipment, surfacing, and associated improvements have been completed and accepted by the Owner.

C. Repair or replace damaged equipment prior to Final Completion.

3.05 CLOSEOUT

A. Submit manufacturer's operation, inspection, and maintenance information.

B. Submit applicable warranties and certifications.

C. Submit final approved fitness equipment layout and equipment schedule for Owner's records.

D. Provide Owner personnel with manufacturer's recommended routine inspection and maintenance information.

END OF SECTION

SECTION 312000
EARTHWORK

PART 1 – GENERAL

1.01 DESCRIPTION

A. This work shall consist of general grading, excavating, filling, spreading, compacting, subgrade preparation, and other earthwork required for construction of the improvements included in the Contract Documents.

B. Earthwork shall include excavation and grading associated with playground areas, splash pad improvements, outdoor fitness areas, sidewalks and concrete improvements, artificial turf areas, walking trails, equipment foundations, fencing, drainage improvements, and other associated site work.

C. The CONTRACTOR shall provide all earthwork necessary to establish suitable subgrades and finished grades for the Work and to provide positive drainage without ponding.

D. This work shall also include removal and lawful disposal of unsuitable or excess materials resulting from the Work.

E. Earthwork requirements specified herein are intended to establish minimum requirements for the Project. Where requirements of an individual Specification Section, approved product submittal, or manufacturer's written installation requirements differ from or are more stringent than the requirements of this Section, the more stringent requirement shall govern. The CONTRACTOR shall notify the ENGINEER of any conflicting requirements prior to proceeding with the affected Work.

1.02 EXAMINATION OF SITE

A. The CONTRACTOR shall fully familiarize himself with the Project site, surrounding areas, existing conditions, and conditions of access under which the Work is to be completed.

B. The CONTRACTOR shall visit the site and inform himself fully as to the excavation, filling, grading, and other earthwork reasonably required to complete the Work.

C. Existing grades and conditions shall be verified by the CONTRACTOR prior to beginning earthwork. Any conflicts or conditions that may affect the Work shall be brought to the attention of the ENGINEER prior to proceeding.

1.03 CLASSIFICATION OF EXCAVATION

A. All authorized excavation shall be classified as Common Excavation regardless of the nature or manner of removal, except where separate classifications or pay items are specifically provided in the Contract Documents.

B. Earth Fill shall consist of approved material required for construction of fills, subgrades, and other portions of the Work. Unless otherwise provided in the Contract Documents, the CONTRACTOR shall furnish required imported fill, make arrangements for obtaining such material, and pay all costs associated therewith.

PART 2 – PRODUCTS

2.01 EQUIPMENT

A. The CONTRACTOR may use earthmoving, compaction, and watering equipment appropriate for the Work, provided the equipment is in satisfactory condition and capable of producing the grades, compaction, and finished conditions required by the Contract Documents.

B. The CONTRACTOR shall furnish, operate, and maintain equipment necessary to control uniform density, lift thickness, grades, and finished surfaces.

2.02 MATERIALS

A. Material for fills may consist of suitable material obtained from on-site excavation or approved off-site sources. Fill material shall be free from organic matter, debris, rubbish, frozen material, and other deleterious substances and shall not contain oversized rocks or lumps that would interfere with proper placement and compaction.

B. Suitable on-site material shall be utilized to the extent practical before imported fill material is incorporated into the Work.

C. Imported earth fill shall consist of select, nonorganic, debris-free soil suitable for the intended application and approved by the ENGINEER.

D. Fill and backfill immediately beneath playground equipment, splash pad improvements, sidewalks, concrete slabs, artificial turf, fitness equipment, and other constructed improvements shall be suitable for establishing a firm and stable subgrade capable of supporting the proposed improvements without excessive settlement.

E. Where a manufacturer requires specific subgrade, aggregate, bedding, drainage, or fill materials as part of an approved system, such materials shall comply with the manufacturer's written requirements and approved submittals.

PART 3 – EXECUTION

3.01 GENERAL REQUIREMENTS

A. Suitable material excavated during construction shall be utilized in fills and subgrades where practical and approved by the ENGINEER.

B. Sequence of Operations:

Clearing, grubbing, stripping, demolition, or other preparatory work necessary within an area shall be sufficiently completed before earthwork proceeds.

C. Foundation and Subgrade Preparation:

Remove vegetation, topsoil, organic material, debris, loose material, and other unsuitable material from areas receiving fill or constructed improvements.

Holes or depressions resulting from removal operations shall be filled with suitable material and compacted to a density at least equal to the surrounding material.

Prior to placement of fill, exposed subgrade shall be evaluated for stability. Proof-rolling shall be performed where directed by the ENGINEER.

Soft, yielding, wet, unstable, or otherwise unsuitable material encountered beneath proposed improvements shall be brought to the attention of the ENGINEER before additional excavation or replacement material is placed.

D. Excavation:

Excavation shall be performed as necessary to construct the improvements indicated by the Contract Documents and approved submittals.

Suitable excavated material may be utilized in fills. Material determined unsuitable for use shall be removed from the Project and legally disposed of by the CONTRACTOR.

During excavation, grades shall be maintained to provide drainage and prevent unnecessary accumulation of surface water.

Undercutting: Where soft, wet, unstable, organic, or otherwise unsuitable material is encountered, the CONTRACTOR shall notify the ENGINEER. Undercutting shall be performed to the depth and extent approved by the ENGINEER and shall be backfilled with suitable material placed and compacted as specified herein.

Unauthorized over-excavation shall be corrected with approved material at no additional cost to the OWNER.

E. Formation of Fill:

Fill shall be constructed to the grades and configurations necessary to accommodate the improvements shown or described in the Contract Documents.

Earth fill shall be placed in successive, uniform horizontal layers not exceeding 9 inches in loose thickness unless otherwise approved or required by the applicable manufacturer's written installation requirements.

Each layer of fill shall be compacted before placement of the succeeding layer.

Unless otherwise specified in an individual Specification Section or required by the applicable manufacturer, earth fill shall be compacted to a minimum of 95 percent of maximum dry density as determined by ASTM D698 (Standard Proctor) at a moisture content suitable to achieve the specified compaction.

Fill shall be maintained at a moisture content suitable to achieve the specified compaction. Watering, drying, discing, or other conditioning necessary to obtain proper compaction shall be considered incidental to the Work.

The upper surface of fills shall be shaped and maintained to provide positive drainage. Rutting and ponding shall not be permitted.

F. Subgrades:

Subgrades shall be graded and compacted to provide a firm, stable, and uniform surface suitable for construction of the proposed improvement.

Unless otherwise specified in an individual Specification Section, approved product submittal, or manufacturer's written installation requirements, the upper 6 inches of subgrade beneath constructed improvements shall be compacted to a minimum of 95 percent of maximum dry density as determined by ASTM D698 (Standard Proctor).

Where a greater degree of compaction is required by another Specification Section or by the manufacturer of an approved playground, fitness, artificial turf, surfacing, splash pad, concrete, or other system, the more stringent requirement shall govern.

Aggregate base materials shall be compacted as specified in the applicable Specification Section. Where crushed limestone aggregate base is specified, it shall be compacted to 100 percent of maximum dry density as determined by ASTM D698 (Standard Proctor), unless otherwise specified or required by an approved system or manufacturer.

Subgrades shall be maintained in a condition that provides positive drainage and prevents rutting, pumping, or excessive disturbance.

Soft, yielding, unstable, or otherwise unsuitable subgrade shall not be covered by subsequent construction until corrected and accepted by the ENGINEER.

Final subgrade elevations shall accommodate the required thicknesses of concrete, artificial turf systems, playground surfacing, aggregate, topsoil, or other materials necessary to achieve the intended finished elevations.

The CONTRACTOR shall coordinate subgrade elevations and preparation with approved equipment layouts, foundations, anchoring systems, safety surfacing, artificial turf systems, splash pad components, and other manufacturer-designed improvements prior to final grading.

G. Fine Grading, Shaping, and Finishing:

Fine grading shall include grading, shaping, filling, and finishing areas disturbed by or associated with the Work.

Finished grades shall provide smooth transitions to existing grades and adjacent improvements.

Finished surfaces shall drain positively and shall not contain unintended depressions or low areas that retain water.

The CONTRACTOR shall coordinate final grades with sidewalks, splash pad improvements, playground and fitness areas, artificial turf, walking trails, drainage improvements, and other adjacent construction.

Final grades associated with manufacturer-designed systems shall accommodate the approved system thicknesses, drainage requirements, accessibility requirements, foundations, safety surfacing, and other installation requirements.

3.02 SEASONAL AND WEATHER LIMITS

A. Fill material shall not be placed, spread, or compacted while the ground or fill is frozen, excessively wet, or during other unfavorable conditions that prevent proper compaction.

B. When Work is interrupted by heavy rain, fill operations shall not resume until the moisture content and condition of the fill are suitable to achieve the specified compaction.

3.03 TESTING

A. Testing shall be performed in accordance with Section 014510 – Testing Laboratory Services.

B. The CONTRACTOR shall cooperate with the testing laboratory and provide access to areas requiring testing.

C. Standard Proctor testing shall be performed as necessary to establish the maximum dry density and optimum moisture content of materials requiring density testing.

D. Field density testing shall be performed at locations and frequencies determined by the ENGINEER based upon the type, extent, and location of the Work.

E. Fill or subgrade failing to meet the specified requirements shall be scarified, moisture-conditioned as necessary, recompacted, and retested until acceptable.

F. Costs for initial testing required by the Contract Documents shall be paid as specified in Section 014510. Costs for additional testing or retesting required because of defective or nonconforming Work shall be the responsibility of the CONTRACTOR.

G. Testing and acceptance under this Section shall not relieve the CONTRACTOR of complying with additional or more stringent preparation, compaction, or installation requirements specified by the manufacturer of an approved system or elsewhere in the Contract Documents.

END OF SECTION

SECTION 312313
SUBGRADE PREPARATION

PART 1 - GENERAL

1.01 SCOPE OF WORK

A. Subgrade preparation shall consist of preparation of existing, natural, filled, or excavated areas prior to placement of aggregate base, concrete, pavement, playground surfacing, outdoor fitness surfacing, turf, splash pad improvements, sidewalks, fencing foundations, or other improvements included in the Work.

B. Subgrade preparation shall include minor excavation and filling, scarifying, spreading, watering, drying, grading, compacting, and maintaining the subgrade as necessary to provide a firm, stable, properly graded surface suitable for construction of the improvements.

C. Major or mass grading of the overall park site is not included in this Section unless specifically indicated elsewhere in the Contract Documents. The Contractor shall, however, perform the minor grading, fine grading, adjustment of grades, and subgrade preparation necessary for proper installation, drainage, and completion of the Work included in this Contract.

PART 2 – MATERIALS

Part 2 is omitted from this Section.

PART 3 – CONSTRUCTION REQUIREMENTS

3.01 GRADING

A. Subgrade upon which sidewalks, splash pad improvements, playground improvements, outdoor fitness improvements, turf or surfacing systems, aggregate base, concrete, or other improvements are to be placed shall be brought into close conformity with the required lines, grades, elevations, and cross-sections.

B. Where aggregate base or other material is to be placed over prepared subgrade, the subgrade shall not vary more than one-half inch (1/2") from the required grade and cross-section. Variations within the specified tolerance shall be corrected so that the required average grade and cross-section are maintained.

C. The Contractor shall verify existing grades and conditions prior to beginning Work in each area and shall notify the Engineer of conditions that materially conflict with the requirements of the Contract Documents or prevent proper installation of the Work.

D. Perform minor grading and adjustment of existing grades as necessary to provide proper transitions to adjacent improvements and positive drainage without ponding or standing water.

E. The Contractor shall coordinate final grades with playground equipment, outdoor fitness equipment, splash pad improvements, sidewalks, fencing, turf and surfacing systems, drainage facilities, and other improvements included in the Work.

3.02 COMPACTION

A. Subgrade shall be compacted to the density required by the applicable individual Specification Section. Where no specific compaction requirement is stated elsewhere in the Contract Documents, the upper six inches (6") of subgrade shall be compacted to not less than ninety-five percent (95%) of the maximum dry density as determined by ASTM D698 (Standard Proctor).

B. Where an individual Specification Section establishes a different or more stringent subgrade preparation or compaction requirement, the requirements of that Section shall govern for that Work.

C. Materials that will not satisfactorily compact or that are unsuitable for support of the proposed improvements shall be removed to the extent necessary and replaced with suitable material. Replacement material shall be placed, graded, and compacted to the required density.

D. Where the subgrade is non-uniform, disturbed, yielding, or otherwise unsuitable for placement of subsequent materials, it shall be scarified to an appropriate depth, moisture conditioned as necessary, and recompacted to the required density.

E. Roots, stumps, organic material, debris, and other unsuitable or perishable matter encountered within the limits of required subgrade preparation shall be removed to the extent necessary to provide a stable subgrade.

F. After the subgrade has been prepared, it shall be maintained in a condition that promotes drainage and prevents damage. Subgrade damaged by construction traffic, hauling, weather, or other operations shall be scarified, regraded, and recompacted as necessary prior to placement of subsequent materials.

G. Subsequent aggregate base, concrete, surfacing, turf, or other improvements shall not be placed until the subgrade is in satisfactory condition and has been accepted by the Engineer where inspection or approval is required.

END OF SECTION

SECTION 312333
PIPELINE EXCAVATION AND BACKFILL

PART 1 – GENERAL

1.1 SCOPE

A. This Section covers excavation, trenching, bedding, backfilling, compaction, and restoration required for underground utilities, piping, conduits, drainage lines, and appurtenances included in the Work.

B. Work includes underground utilities associated with the playground, outdoor fitness area, splash pad, and related site improvements, where applicable.

C. Major or mass grading of the overall park site is not included in this Section. Excavation and backfill required for utilities and appurtenances included in this Contract shall be the responsibility of the Contractor.

1.2 RELATED WORK SPECIFIED ELSEWHERE

A. Section 312313 – Subgrade Preparation.

B. Individual Specification Sections governing the piping, utilities, splash pad systems, electrical work, drainage improvements, and other underground Work.

1.3 APPLICABLE PUBLICATIONS

Where reference is made to other publications, they are referred to by basic designation only and form a part of this Specification to the extent indicated by reference thereto. Referenced publications shall be the latest issue, including amendments, as of the date of the Contract Documents unless otherwise specified.

1.4 SUBMITTALS

A. Materials Source: Submit the name of suppliers for imported soil, bedding, aggregate, and backfill materials when requested by the Engineer. Provide materials from consistent sources throughout the Work unless a change is approved.

PART 2 – PRODUCTS

2.1 SOIL AND BACKFILL MATERIALS

A. Type S1 – Select Fill: Material shall consist of select, nonorganic and debris-free soil suitable for placement and compaction. Material shall be free from roots, vegetation, trash, construction debris, frozen material, and other objectionable matter.

B. Type S2 – Coarse Aggregate: Washed stone, free of shale, clay, friable material, sand, debris, and organic matter; ASTM C33, Size No. 467, unless otherwise specified.

C. Type S3 – Pea Gravel: Natural stone; washed, free of clay, shale, organic matter, and debris; graded to a minimum size of 1/4 inch and a maximum size of 5/8 inch.

D. Type S4 – Sand: Natural river or bank sand; washed and free of excessive silt, clay, loam, friable or soluble materials, debris, and organic matter; conforming to ASTM C33 where applicable.

E. Type S5 – Crushed Stone: Crushed limestone, No. 610 gradation.

F. Bedding and backfill material specifically required by an individual piping, equipment, or manufacturer's installation specification shall comply with that requirement.

2.2 SOURCE QUALITY CONTROL

A. Testing and analysis of soil and aggregate materials, when required, shall be performed in accordance with applicable ASTM standards, including ASTM D4318, ASTM C136, and ASTM D698.

B. If tests indicate that materials do not meet specified requirements, replacement of the material and required retesting shall be at the Contractor's expense.

C. Maximum dry density of soil materials, when required for compaction testing, shall be determined in accordance with ASTM D698.

2.3 STOCKPILING OF MATERIALS

A. Stockpile materials onsite only in quantities and locations that do not interfere with other construction activities or damage completed Work.

B. Separate differing materials to prevent mixing or contamination.

C. Direct surface water away from stockpiles to prevent erosion or deterioration of materials.

D. At completion of the Work, remove excess stockpiles and leave affected areas in a clean, neat, and properly graded condition without standing surface water.

PART 3 – EXECUTION

3.1 EXCAVATION

A. Perform excavation to the lines, grades, and depths necessary for proper installation of utilities, piping, conduits, drainage lines, and appurtenances included in the Work.

B. Prior to excavation, investigate and verify the location of existing underground utilities and structures to the extent necessary to perform the Work safely. Coordinate with Section 011115 – Utilities Coordination.

C. Exercise care during excavation to avoid damage to existing utilities, structures, sidewalks, pavement, landscaping, and other improvements.

D. When existing utilities, structures, or other obstructions are encountered that conflict with the proposed Work, notify the Engineer before proceeding with the affected installation.

E. Where adjustment of the proposed alignment or grade is necessary to avoid an existing utility or obstruction, obtain approval of the Engineer prior to making the adjustment.

F. Grade areas adjacent to excavations as necessary to prevent surface water from entering trenches. Remove water accumulating in excavations by pumping or other suitable methods.

G. Provide sheeting, shoring, shielding, sloping, or other protective systems as necessary and as required by applicable safety regulations for protection of personnel, adjacent structures, and property.

H. Excavated material that is unsuitable for reuse or excess to the requirements of the Work shall be removed and legally disposed of offsite unless otherwise directed by the Owner.

3.2 TRENCHING

A. Excavate trenches to the required alignment, depth, and width necessary for proper installation of the utility or piping system.

B. Trench widths shall be sufficient to permit proper installation, jointing, bedding, and compaction of backfill while avoiding unnecessary excavation.

C. Prepare trench bottoms to provide uniform and continuous support for piping and conduits. Provide bell holes where necessary so pipe barrels bear uniformly on the prepared bedding.

D. Where over-excavation occurs, restore the trench bottom to the required elevation using approved bedding or backfill material placed and compacted to provide uniform support.

E. Do not install piping, conduit, or other underground Work in standing water, mud, unstable material, or frozen ground.

F. Provide and maintain dewatering equipment as necessary to keep excavations suitable for installation of the Work. Discharge water in a manner that does not cause erosion, flooding, sediment discharge, or damage to adjacent improvements.

G. Excavated material shall be placed in a manner that does not obstruct sidewalks, access routes, drainage facilities, or other construction activities.

H. Where rock, concrete, masonry, debris, or other hard material is encountered within the required pipe bedding zone, remove such material sufficiently to prevent point loading or damage to the pipe. Replace with approved bedding material and compact as required.

I. Where unsuitable, unstable, organic, or excessively soft material is encountered at the trench bottom, remove the unsuitable material to the extent necessary to provide stable support and replace with approved bedding or backfill material.

J. Protect trees, shrubs, fences, sidewalks, playground improvements, outdoor fitness improvements, splash pad improvements, utilities, and other existing or completed improvements during trenching operations.

K. Provide temporary support and protection for existing underground and surface structures encountered during the Work.

L. Restore areas disturbed by trenching to a condition equal to or better than that existing immediately prior to the Contractor's operations, unless other restoration requirements are specified.

M. Provide barricades, warning devices, and other protection necessary for excavations located in or adjacent to areas accessible to workers or the public.

3.3 BEDDING

A. Provide bedding as required by the applicable piping, conduit, equipment, or manufacturer's installation requirements.

B. Bedding material shall be suitable for the type and size of pipe or conduit being installed and shall provide uniform and continuous support.

C. Shape and compact bedding to support the pipe barrel throughout its length. Excavate bell holes or joint recesses only to the extent necessary to properly make joints.

D. Where the approved manufacturer's written installation requirements or an individual Specification Section requires a specific bedding, embedment, or backfill material or installation method, those requirements shall govern over the general requirements of this Section.

3.4 BACKFILLING

A. General:

1. Do not backfill underground piping, conduits, utilities, or other Work until required inspections have been completed.
2. Backfill trenches with suitable material free from debris, organic matter, large stones, and other materials that could damage the installed Work or prevent proper compaction.
3. Trenches improperly backfilled or compacted shall be reopened and corrected as necessary at no additional cost to the Owner.
4. Backfilling covered by this Section includes material extending from the top of bedding or pipe zone material to existing or proposed finished grade or subgrade, as applicable.

B. Backfilling for Utility Lines:

1. Place initial backfill around and above piping or conduit using material and methods that will not damage or displace the installed Work.

2. Unless otherwise required by the applicable piping or manufacturer's specification, carefully place and compact backfill around the pipe and to a minimum of six inches (6") above the top of the pipe before using mechanical compaction equipment over the installation.
3. From six inches (6") above the pipe to finished grade or subgrade, place backfill in lifts of suitable thickness and compact by approved methods.
4. Unless a different requirement is specified by an individual Specification Section, compact trench backfill to a minimum of 95 percent of maximum dry density as determined by ASTM D698.
5. Where trenches are located beneath sidewalks, concrete, playground surfacing, outdoor fitness surfacing, splash pad improvements, or other structural or hardscape improvements, compact backfill sufficiently to provide a firm, non-yielding subgrade and comply with the requirements of the applicable overlying improvement.
6. Repair and restore existing or completed surfaces disturbed by construction activities to a condition equal to or better than that existing immediately prior to the Contractor's operations.
7. Where trenching occurs through areas prepared or constructed by others as part of the larger park improvements, the Contractor shall protect adjacent Work and restore areas disturbed by its operations. The Contractor shall be responsible for minor grading and adjustment necessary to properly integrate its utility Work with the surrounding improvements.

3.5 RECORDING OF UNDERGROUND WORK

A. Prior to concealment, record the actual location of underground piping, conduits, drainage lines, valves, fittings, and other concealed appurtenances as required by Section 017840 – Project Record Documents.

B. Record sufficient dimensions, elevations, or reference measurements to allow the Owner to reasonably locate concealed underground Work after completion.

END OF SECTION

SECTION 312513
SILT FENCE

PART 1 GENERAL

1.1 SCOPE OF WORK

A. In accordance with the requirements of this Section, the CONTRACTOR shall furnish, install, maintain, and remove temporary silt fence as necessary to control sediment and prevent sediment-laden runoff from leaving disturbed areas or adversely affecting adjacent property, drainage features, sidewalks, streets, or other improvements.

B. Silt fence shall be installed where indicated by the Contract Documents, where required by site conditions or applicable regulations, and where directed by the ENGINEER.

C. The CONTRACTOR shall be responsible for providing and maintaining adequate temporary erosion and sediment control measures throughout construction and until disturbed areas have been permanently stabilized.

PART 2 – MATERIALS

2.1 GEOTEXTILE FABRIC

A. Silt fence fabric shall be a water-permeable geotextile specifically manufactured and intended for use as temporary sediment-control fencing.

B. Fabric shall be of sufficient strength and durability for the intended application and shall comply with applicable manufacturer's recommendations and requirements.

C. Fabric for silt fence shall be manufactured in widths of not less than 3 feet. Sheets of fabric may be sewn or otherwise factory joined in accordance with the manufacturer's recommendations.

2.2 WOVEN WIRE BACKING

A. Where required by the fabric manufacturer or where necessary to provide adequate support, silt fence shall be reinforced with woven wire backing.

B. Woven wire backing shall be at least 32 inches high and have not less than six horizontal wires. Vertical wires shall be spaced not more than 12 inches apart. The top and bottom wires shall be 10 gage or larger. All other wire shall be not smaller than 12-1/2 gage.

C. Woven wire backing may be omitted where the silt fence fabric is specifically manufactured and approved for unsupported installation and is installed in accordance with the manufacturer's written requirements.

2.3 POSTS

A. Steel posts shall be used unless another post system is recommended by the silt fence manufacturer and approved by the ENGINEER.

B. Steel posts shall be of sufficient length, strength, and configuration to adequately support the silt fence throughout the duration of its intended use.

C. Posts shall have projections, notches, holes, or other suitable means for securely fastening the wire backing and/or fabric to the posts.

2.4 FASTENERS

A. Wire, ties, clips, or other fasteners shall be suitable for securely attaching the fabric and wire backing to the posts and shall be compatible with the silt fence system being installed.

2.5 MANUFACTURER'S CERTIFICATION

A. When requested by the ENGINEER, the CONTRACTOR shall furnish manufacturer's product data or certification demonstrating that the proposed silt fence materials are suitable for the intended application.

B. Fabric, posts, wire backing, and fasteners shall be subject to review by the ENGINEER prior to incorporation into the Work.

PART 3 – EXECUTION

3.1 INSTALLATION

A. Silt fence shall be installed at locations necessary to intercept sediment-laden runoff from disturbed areas before it leaves the Project site or enters adjacent property, drainage features, paved areas, or other areas requiring protection.

B. Installation shall be in accordance with the manufacturer's written recommendations and applicable regulatory requirements.

C. Silt fence shall generally be installed along the contour and shall not be installed in a manner that concentrates runoff or creates unintended drainage conditions.

D. Posts shall be securely driven or embedded into the ground at spacing adequate to support the fence. Post spacing shall comply with the manufacturer's recommendations for the fabric and support system furnished.

E. The bottom edge of the fabric shall be trenched or otherwise securely embedded into the ground in accordance with the manufacturer's recommendations to prevent runoff from passing beneath the fence.

F. Fabric shall be securely attached to the posts and woven wire backing, where used.

G. Where fabric is spliced, the connection shall be made at a support post or by another method recommended by the manufacturer that provides a continuous and effective sediment barrier.

H. Fabric having defects, rips, holes, deterioration, or damage that reduces its effectiveness shall not be incorporated into the Work.

I. The CONTRACTOR shall inspect the Work throughout construction and install additional silt fence or other temporary erosion-control measures where construction operations or changing site conditions make such measures necessary.

3.2 MAINTENANCE AND REMOVAL

A. The CONTRACTOR shall inspect and maintain silt fence throughout construction and after significant rainfall events. Damaged, displaced, undermined, or otherwise ineffective silt fence shall be repaired or replaced promptly.

B. Sediment accumulation shall be removed when it reaches a level that reduces the effectiveness or capacity of the silt fence or as otherwise required by applicable regulations.

C. Removed sediment shall be disposed of or redistributed in a manner that prevents the material from reentering stormwater runoff.

D. Temporary silt fence shall remain in place until the contributing disturbed areas have been permanently stabilized, unless otherwise approved by the ENGINEER.

E. Upon removal of temporary silt fence, the CONTRACTOR shall remove accumulated sediment and temporary materials, fill and compact trenches or post holes as necessary, restore disturbed grades, and stabilize bare areas in accordance with the Contract Documents.

F. Removal and disposal of temporary silt fence and restoration of affected areas shall be considered incidental to the Work unless otherwise specifically provided.

END OF SECTION

SECTION 312514
TEMPORARY EROSION CHECKS

PART 1 – GENERAL

1-01 1.01 DESCRIPTION

A. This work shall consist of furnishing, installing, maintaining, and removing temporary erosion checks as necessary to reduce runoff velocity, intercept sediment, and minimize erosion and sediment migration from disturbed areas during construction.

B. Temporary erosion checks may include straw wattles, fiber rolls, or other manufactured erosion-control devices suitable for the intended application and approved by the ENGINEER.

C. Temporary erosion checks shall be provided where indicated by the Contract Documents, where required by site conditions or applicable regulations, and where directed by the ENGINEER. Typical locations may include swales, drainage paths, around drainage inlets, along slopes, at the downstream limits of disturbed areas, and other locations where concentrated runoff or sediment migration may occur.

D. Temporary erosion checks shall be used in conjunction with silt fence and other erosion- and sediment-control measures as necessary to provide adequate protection throughout construction.

E. The CONTRACTOR shall be responsible for providing and maintaining adequate temporary erosion- and sediment-control measures throughout construction and until disturbed areas have been permanently stabilized.

PART 2 – PRODUCTS

2.01 TEMPORARY EROSION CHECKS

A. Straw wattles or fiber rolls shall consist of clean, weed-free straw, wood fiber, coconut fiber, or other approved biodegradable material contained within a durable netting suitable for erosion- and sediment-control applications.

B. Wattles or fiber rolls shall be commercially manufactured products of sufficient diameter, density, strength, and durability for the intended application.

C. Stakes shall be wood or other material recommended by the manufacturer and shall be of sufficient length and strength to securely anchor the erosion check.

D. Materials shall be free from objectionable weeds, mold, rot, or other deterioration that would reduce their effectiveness.

E. Other manufactured temporary erosion-control devices may be utilized when suitable for the intended application and approved by the ENGINEER.

F. Temporary erosion-control products shall be installed in accordance with the manufacturer's written recommendations. Where manufacturer's requirements are more stringent than the requirements of this Section, the manufacturer's requirements shall govern.

PART 3 – EXECUTION

3.01 INSTALLATION

A. Temporary erosion checks shall be installed at locations necessary to reduce runoff velocity, intercept sediment, and protect adjacent property, drainage features, paved areas, and other improvements from sediment-laden runoff.

B. The CONTRACTOR shall evaluate site conditions throughout construction and provide additional temporary erosion checks or other erosion-control measures where construction operations or changing site conditions make such measures necessary.

C. Wattles and fiber rolls shall be installed generally along the contour or perpendicular to the direction of runoff, as appropriate for the intended application.

D. The ground beneath wattles or fiber rolls shall be prepared as necessary to provide continuous contact between the erosion-control device and the ground surface and to prevent runoff from passing beneath the device.

E. Wattles and fiber rolls shall be securely anchored with stakes at spacing recommended by the manufacturer. Stakes shall be driven sufficiently into the ground to prevent displacement during anticipated runoff conditions.

F. Where individual sections are joined, ends shall be tightly abutted or overlapped in accordance with the manufacturer's recommendations to prevent runoff from passing through gaps.

G. Installation shall not create unintended ponding, redirect runoff onto adjacent property, or otherwise adversely affect existing drainage patterns.H. Temporary erosion checks installed around drainage inlets shall be arranged so as not to completely obstruct drainage or create a hazardous condition.

I. Damaged, displaced, deteriorated, or improperly installed erosion-control materials shall be repaired or replaced promptly.

3.02 MAINTENANCE AND REMOVAL

A. The CONTRACTOR shall inspect and maintain temporary erosion checks throughout construction and after significant rainfall events.

B. Sediment accumulation shall be removed when it reaches a level that reduces the effectiveness or capacity of the erosion check or as otherwise required by applicable regulations.

C. Removed sediment shall be disposed of or redistributed in a manner that prevents the material from reentering stormwater runoff.

D. Temporary erosion checks shall remain in place until the contributing disturbed areas have been permanently stabilized, unless otherwise approved by the ENGINEER.

E. When temporary erosion checks are no longer required, the CONTRACTOR shall remove the materials and accumulated sediment, restore disturbed grades, and stabilize bare areas in accordance with the Contract Documents.

F. Removal and disposal of temporary erosion checks and restoration of affected areas shall be considered incidental to the Work unless otherwise specifically provided.

END OF SECTION

SECTION 321123
CRUSHED LIMESTONE BASE

PART 1 - GENERAL

1.01 DESCRIPTION

A. This item shall consist of furnishing all materials, labor, equipment, and performing all Work necessary for construction of a crushed limestone base course on a prepared subgrade in accordance with the requirements of the Contract Documents.

B. Where required by the Contract Documents, approved Shop Drawings, equipment manufacturer's requirements, or directed by the Engineer, crushed limestone base shall be installed beneath or in connection with sidewalks, playground improvements, outdoor fitness improvements, splash pad improvements, surfacing systems, utility trench restoration, temporary construction access, and other site improvements included in the Work.

C. The compacted thickness of crushed limestone base shall be as required by the applicable Specification Section, approved Shop Drawings, manufacturer's installation requirements, or as directed by the Engineer.

D. Major roadway construction or overall park site development is not included under this Section unless specifically indicated in the Contract Documents.

1.02 APPLICABLE DOCUMENTS

A. The latest edition of the following publications shall form a part of this Specification and, where referred to by basic designation only, shall be applicable to the extent indicated.

B. American Association of State Highway and Transportation Officials (AASHTO):

1. AASHTO T 96 – Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine.

C. Mississippi Standard Specifications for Road and Bridge Construction, latest applicable edition, where referenced herein.

D. ASTM International, latest applicable edition:

1. ASTM D698 – Laboratory Compaction Characteristics of Soil Using Standard Effort.
2. ASTM D4318 – Liquid Limit, Plastic Limit, and Plasticity Index of Soils.
3. ASTM C136/C136M – Sieve Analysis of Fine and Coarse Aggregates.

PART 2 - MATERIALS

2.01 GENERAL

A. Crushed limestone shall meet the gradation of the following table.

CRUSHED STONE GRADATION LIMITS	
Sieve Size	Percent Passing
1-1/2 inch	100
1 inch	90-100
3/4 inch	70-100
1/2 inch	62-90
3/8 inch	50-80
No. 4	40-65
No. 40	12-26
No. 200	5-12

B. The portion of the crushed limestone passing the No. 40 sieve shall have a liquid limit not greater than 25 and a plasticity index not greater than 5.

C. Where an approved manufacturer of playground equipment, outdoor fitness equipment, splash pad equipment, surfacing, or other improvements requires a different aggregate base material or gradation as a condition of its installation or warranty requirements, such material may be submitted to the Engineer for review and approval. Approved manufacturer-required materials shall be installed in accordance with the manufacturer's written requirements.

2.02 SOURCE AND TESTING

A. The limestone base material shall be obtained from a source furnished by the Contractor and reviewed by the Engineer. The Contractor shall designate the proposed source and submit certified gradation test results to the Engineer for review prior to placement of the material.

B. Testing shall be completed as specified herein and as directed by the Engineer. Tests shall be completed by a qualified testing laboratory acceptable to the Engineer, and results shall be submitted to the Engineer. Testing shall be an absorbed cost item unless otherwise indicated in the Contract Documents.

PART 3 – CONSTRUCTION REQUIREMENTS

3.01 GENERAL REQUIREMENTS

A. Subgrade: Prior to placing base course material, the subgrade shall be properly prepared in accordance with Section 312313 – Subgrade Preparation. Any ruts, soft or yielding areas, unsuitable material, or areas damaged by poor drainage, construction traffic, or other causes shall be corrected, compacted, and brought to the required line and grade before placement of the base course.

B. Placing and Spreading: Base course material may be spread in one or more lifts of suitable thickness to achieve the required compaction. Base material shall be deposited and spread in uniform layers without appreciable segregation. Addition of water or drying shall be performed as necessary to produce material capable of being compacted to the required density.

C. Compacting: Base course shall be compacted using equipment appropriate for the location, thickness, and type of Work. Compaction equipment shall not damage adjacent or previously completed improvements.

1. Each layer of base material shall be compacted to a density of 100 percent of maximum dry density as determined by ASTM D698 (Standard Proctor) at a moisture content suitable to achieve the required compaction.

2. Irregularities, depressions, yielding areas, or other deficiencies that develop during compaction shall be corrected by loosening, adding or removing material, moisture conditioning as necessary, and recompacting.

3. In confined areas where conventional rollers cannot reasonably be used, mechanical tampers, vibratory compactors, or other suitable equipment may be used to achieve the required density.

D. Surface and Thickness Requirements: The surface of the completed base shall present a uniform appearance and smooth surface without sharp breaks, yielding areas, or depressions that will hold water.

1. Finished base elevations shall be within plus or minus one-half inch (1/2") of the required grade unless a more stringent tolerance is specified for the overlying improvement.

2. Thickness of the completed base course shall not vary more than one-half inch (1/2") from the required thickness.

3. Base beneath playground surfacing, outdoor fitness surfacing, splash pad improvements, sidewalks, or other manufactured systems shall also comply with applicable manufacturer requirements for grade, elevation, drainage, thickness, and surface tolerances.

3.02 MAINTENANCE

A. Maintain completed base by watering, grading, compacting, or other appropriate means as necessary to prevent loss of material and preserve required lines, grades, elevations, and cross-sections until placement of the overlying improvement or acceptance of the Work.

B. Repair areas damaged by construction traffic, weather, erosion, or other operations. Provide additional material as necessary to correct low areas and maintain required grades.

C. Where Work under this Contract is constructed adjacent to or over improvements previously completed as part of the larger park project, protect such improvements and perform minor adjustments necessary to properly integrate the Work included in this Contract.

3.03 SUBMITTAL DATA

A. Submit certified gradation test results and designate the source of supply.

B. Submit compaction testing results where testing is required by the Contract Documents or directed by the Engineer.

C. Where an alternate aggregate base material is proposed to satisfy an approved manufacturer's installation requirements, submit product information, gradation, proposed thickness, and manufacturer's written installation requirements for review prior to use.

END OF SECTION

SECTION 321313
SITE CONCRETE ACCESSORIES

PART 1 – GENERAL

1.01 DESCRIPTION

A. Scope:

1. Contractor shall provide all labor, materials, equipment, and incidentals required to furnish and install concrete accessories associated with site concrete Work.
2. Concrete accessories include, as applicable:

a. Construction joints.

b. Expansion and isolation joints.

c. Control joints.

d. Joint fillers and sealants.

e. Anchor bolts, anchors, embedded items, and related accessories.

f. Accessories required for installation of playground equipment, outdoor fitness equipment, fencing, splash pad components, and other improvements supported by or anchored to concrete.

B. Concrete accessories shall be compatible with the concrete Work and with the equipment, structures, or systems being installed.

C. Where an approved equipment manufacturer requires accessories, anchors, embedments, joint materials, or installation methods different from or more stringent than the general requirements of this Section, comply with the approved manufacturer's written requirements, subject to review by the Engineer.

D. Related Work Specified Elsewhere:

1. Section 321314 – Concrete Placement.
2. Section 321315 – Concrete Formwork.
3. Individual Specification Sections for playground equipment, outdoor fitness equipment, splash pad systems, fencing, and other improvements requiring concrete foundations or anchorage.

1.02 QUALITY ASSURANCE

A. Reference Standards: Comply with applicable provisions and recommendations of the following, except as otherwise specified:

1. ACI 301 – Specifications for Concrete Construction.
2. ASTM A36/A36M – Standard Specification for Carbon Structural Steel, where applicable.
3. ASTM D1752 – Standard Specification for Preformed Sponge Rubber, Cork, and Recycled PVC Expansion Joint Fillers for Concrete Paving and Structural Construction.
4. Applicable requirements of approved equipment manufacturers.

B. Manufactured items shall be installed in accordance with manufacturer's written instructions.

C. Where conflicts occur between this Section and approved equipment manufacturer's installation requirements, notify the Engineer prior to installation.

1.03 SUBMITTALS

A. Submit in accordance with Section 012910 – Submittals.

B. Submit manufacturer's product data and installation instructions for:

1. Expansion and isolation joint fillers.
2. Joint sealants.
3. Bonding agents, where required.
4. Anchor bolts, proprietary anchors, and embedded accessories.
5. Manufacturer-required concrete accessories associated with playground equipment, outdoor fitness equipment, fencing, splash pad systems, or other equipment.

C. Shop Drawings:

1. Where required, indicate proposed construction, expansion, isolation, and control joint locations.
2. Show anchor bolts, embedded items, templates, and other accessories requiring placement before concrete placement.
3. Where equipment manufacturers provide foundation or anchorage details, submit the manufacturer's approved installation drawings showing required anchors, embedment, concrete footing configuration, and associated accessories.

PART 2 – PRODUCTS

2.01 GENERAL

A. Provide concrete accessories suitable for their intended exterior application and compatible with adjacent materials.

B. Products specified by manufacturer or product name are intended to establish the required type and quality. Approved equal products may be provided in accordance with the Contract Documents.

C. Where the approved equipment manufacturer requires proprietary anchors, bolts, embedments, sleeves, or accessories for proper installation or warranty compliance, provide the manufacturer-required products.

2.02 EXPANSION AND ISOLATION JOINT FILLER

A. Provide preformed expansion joint filler complying with ASTM D1752 or other suitable material approved for the intended application.

B. Thickness shall be as required by the applicable concrete installation, approved Shop Drawings, or equipment manufacturer's requirements.

C. Joint filler shall extend continuously through the required joint unless otherwise indicated.

2.03 JOINT SEALANT

A. Provide exterior-grade joint sealant suitable for concrete paving and site improvements.

B. Sealant shall be compatible with the joint filler and adjacent concrete surfaces and shall be suitable for anticipated exterior exposure and movement.

C. Color shall be selected by the Owner or Engineer from manufacturer's standard colors where exposed to view.

D. Install in accordance with manufacturer's written instructions.

2.04 EPOXY BONDING AGENT

A. Where required for bonding new concrete to existing or previously cured concrete, provide a two-component epoxy bonding agent suitable for the intended application.

B. Product shall be one of the following, or approved equal:

1. Sikadur or applicable product by Sika.

2. Comparable product by an approved manufacturer.
3. Approved equal.

C. Use only where required by the Contract Documents, approved repair procedures, or directed by the Engineer.

2.05 ANCHOR BOLTS, ANCHORS, AND EMBEDDED ITEMS

A. Provide anchor bolts, anchors, embedments, sleeves, plates, and related accessories as required by the Contract Documents and approved equipment manufacturer's installation requirements.

B. Anchor materials, sizes, lengths, grades, coatings, and configurations shall comply with the requirements of the applicable equipment manufacturer or approved Shop Drawings.

C. Exposed ferrous anchors and hardware shall be galvanized, stainless steel, or otherwise corrosion-resistant as required for the intended exterior application.

D. Set anchor bolts and embedded items using templates or other positive means necessary to maintain correct location, elevation, alignment, and projection during concrete placement.

E. Verify all anchor and embedment locations prior to concrete placement.

F. Anchor bolts and embedded items associated with playground equipment, outdoor fitness equipment, fencing, splash pad equipment, or other manufactured systems shall comply with the approved manufacturer's written installation requirements.

2.06 MANUFACTURER-REQUIRED ACCESSORIES

A. Where the approved manufacturer of playground equipment, outdoor fitness equipment, splash pad equipment, fencing, or other systems requires concrete accessories not specifically listed herein, provide such accessories as necessary for proper installation.

B. Manufacturer-required accessories may include anchors, sleeves, templates, embedments, plates, isolation materials, proprietary hardware, or other components.

C. Submit manufacturer-required accessories for review as part of the applicable equipment or system submittal.

PART 3 – EXECUTION

3.01 INSPECTION

A. Examine conditions under which concrete accessories are to be installed.

B. Notify the Engineer of conditions that prevent proper installation.

C. Do not proceed with affected Work until unsatisfactory conditions have been corrected or otherwise resolved.

3.02 CONSTRUCTION JOINTS

A. Comply with applicable requirements of ACI 301.

B. Locate construction joints as indicated by the Contract Documents, approved Shop Drawings, equipment manufacturer's requirements, or as approved by the Engineer.

C. Prepare existing concrete surfaces receiving new concrete by removing laitance, loose material, dirt, debris, curing compounds, and other substances that may prevent proper bond.

D. Where bonding agents are required, prepare surfaces and apply bonding material in accordance with manufacturer's written instructions.

3.03 EXPANSION AND ISOLATION JOINTS

A. Install expansion and isolation joints where indicated or required to separate concrete improvements from fixed structures, equipment foundations, existing concrete, or other improvements where differential movement may occur.

B. Install joint filler and sealant in accordance with manufacturer's written instructions.

C. Maintain joint materials in proper position during concrete placement.

3.04 CONTROL JOINTS

A. Provide control joints at locations and spacing required by the applicable concrete Work, approved layout, or Contract Documents.

B. Coordinate control joints with equipment foundations, anchors, sidewalks, splash pad improvements, and adjacent construction so joints do not interfere with required anchorage or equipment installation.

C. Where an equipment manufacturer establishes limitations on joint locations near foundations or anchors, comply with those requirements.

3.05 ANCHORS AND EMBEDDED ITEMS

A. Install anchor bolts, anchors, sleeves, templates, plates, and embedded items before concrete placement where required.

B. Secure accessories rigidly to prevent displacement during concrete placement.

C. Verify dimensions, elevations, orientation, spacing, and projection before concrete is placed.

D. Do not field-modify manufacturer-provided anchors or embedded components without written approval from the equipment manufacturer and Engineer.

E. Correct improperly located anchors or embedments only by a method approved by the Engineer and, where applicable, the equipment manufacturer.

3.06 MANUFACTURER REQUIREMENTS

A. Concrete accessories associated with playground equipment, outdoor fitness equipment, splash pad equipment, fencing, or other manufactured systems shall be installed in accordance with the approved manufacturer's written instructions and approved Shop Drawings.

B. Where manufacturer requirements exceed or differ from the general requirements of this Section, notify the Engineer prior to construction. Approved manufacturer requirements necessary for proper installation, safety, performance, or preservation of warranty shall govern.

END OF SECTION

SECTION 321314
SITE CONCRETE PLACEMENT

PART 1 – GENERAL

1.01 SCOPE

A. This Work consists of furnishing, placing, finishing, curing, and testing Portland cement concrete for site improvements in accordance with these Specifications and in reasonable conformity with the lines, grades, elevations, dimensions, approved layouts, and manufacturer requirements applicable to the Work.

B. The Contractor shall furnish all labor, materials, equipment, tools, supervision, and incidentals required to provide cast-in-place concrete associated with sidewalks, concrete paving, equipment foundations and footings, playground improvements, outdoor fitness improvements, splash pad improvements, fencing and gates, curbing, equipment pads, and other miscellaneous site concrete included in the Work.

C. Concrete foundations, footings, anchorage, embedment, dimensions, and configuration associated with playground equipment, outdoor fitness equipment, splash pad equipment, fencing, or other manufactured systems shall comply with the approved manufacturer's written installation requirements and approved Shop Drawings.

D. Where approved manufacturer requirements differ from or are more stringent than the general requirements of this Section, notify the Engineer prior to placement. Manufacturer requirements necessary for proper installation, safety, performance, or preservation of warranty shall govern upon approval.

PART 2 – PRODUCTS

2.01 CONCRETE

A. Strength and Slump:

1. Unless otherwise specified by an individual Specification Section or approved manufacturer's installation requirements, concrete shall develop a minimum compressive strength of 3,500 psi at 28 days.
2. Maximum slump shall be 4 inches, unless a different slump is approved by the Engineer as part of the concrete mix design or required for an approved placement method.
3. Where an individual Specification Section requires greater concrete strength, the more stringent requirement shall govern.

B. Materials: Concrete materials shall comply with applicable requirements of the Mississippi Standard Specifications for Road and Bridge Construction, 2024 Edition, including the following, as applicable:

1. Portland Cement – Sections 701.01 and 701.02.
2. Admixtures – Section 713.02.
3. Fly Ash – Section 714.05.
4. Fine Aggregate – Section 703.02.
5. Coarse Aggregate – Section 703.03.
6. Curing Materials – Section 713.01.
7. Joint Materials – applicable requirements of Section 707.
8. Reinforcing Steel – Section 711.02.

C. Aggregates used in concrete shall comply with the applicable requirements of Section 703 of the Mississippi Standard Specifications for Road and Bridge Construction, 2024 Edition.

D. Concrete mixtures shall contain the minimum quantity of water consistent with required workability and shall be proportioned to:

1. Prevent segregation during transportation and placement.
2. Provide adequate workability for proper placement and consolidation.
3. Completely surround reinforcement, anchors, and embedded items.
4. Produce dense, durable concrete free from excessive laitance, honeycombing, or voids.

2.02 AIR-ENTRAINED CONCRETE

A. Where air-entrained concrete is specified, required by the approved mix design, or recommended for exterior exposure, provide an approved air-entraining admixture.

B. Air content shall be appropriate for the aggregate size, exposure, and intended use of the concrete and shall comply with the approved mix design and applicable requirements of the Mississippi Standard Specifications.

C. Air-entraining admixtures shall be added in accordance with the manufacturer's written instructions.

2.03 ADMIXTURES AND ADDITIVES

A. Admixtures may be used when included in the approved mix design, required by the Contract Documents, or approved by the Engineer.

B. Admixtures may be used to improve workability, reduce mixing water, control setting time, improve durability, or achieve other required concrete properties.

C. Admixtures shall not be used to reduce the required cementitious content or otherwise diminish the specified performance of the concrete.

D. Admixtures containing chlorides shall not be permitted unless specifically approved by the Engineer.

E. Admixtures shall be used and dispensed in accordance with the manufacturer's written requirements.

PART 3 – EXECUTION

3.01 MIXING AND DELIVERY

A. Concrete shall be machine mixed and may be produced at an approved ready-mix concrete plant.

B. Ready mix concrete shall meet the requirements of the approved mix design and this Section.

C. Concrete shall be mixed and delivered in equipment suitable for producing and maintaining a uniform mixture without segregation.

D. Concrete shall be mixed only in quantities required for immediate use. Concrete that has developed initial set, partially hardened, or otherwise become unsuitable shall not be used.

E. Retempering concrete by the uncontrolled addition of water shall not be permitted.

F. Ready-mix concrete shall be discharged and placed within the allowable time established by the applicable standards, approved mix design, weather conditions, and manufacturer's recommendations.

G. Delivery tickets shall be available to the Engineer upon request and shall identify the concrete mix, batch time, quantity, and other information necessary to verify compliance with the approved mix design.

3.02 HANDLING AND PLACING CONCRETE

A. Prior to placing concrete:

1. Forms shall be properly installed and secured.

2. Reinforcement, anchors, sleeves, embedded items, and equipment-related accessories shall be accurately positioned and secured.
3. Subgrade and aggregate base shall be properly prepared and accepted.
4. Forms and placement areas shall be free from standing water, mud, debris, loose material, ice, frost, and other objectionable substances.
5. Manufacturer-required anchor templates, sleeves, post locations, foundation configurations, and embedments shall be verified where applicable.

B. Do not place concrete until required forms, reinforcement, foundations, anchors, and embedded items have been inspected where inspection is required.

C. Place concrete as near as practicable to its final position and in a manner that prevents segregation and displacement of reinforcement, anchors, or embedded items.

D. Do not place concrete on frozen ground, mud, topsoil, organic material, yielding subgrade, or other unsuitable material.

E. Concrete shall completely fill forms and surround reinforcing steel, anchors, embedded items, and equipment supports without honeycombing or excessive air pockets.

F. Consolidate concrete as necessary using appropriate vibration, rodding, spading, or other suitable methods.

G. Mechanical vibration shall be used where necessary to properly consolidate concrete around reinforcement, anchors, and embedded items. Vibration shall not be continued to the point of segregation.

H. Concrete shall not be dropped through excessive heights or handled in a manner that causes segregation.

I. Protect adjacent playground equipment, outdoor fitness equipment, splash pad components, fencing, turf, finished surfaces, and other improvements from concrete splatter and damage.

J. Finished foundation elevations and anchor locations shall conform to the approved Shop Drawings and manufacturer's requirements.

3.03 WEATHER CONDITIONS

A. Concrete shall not be placed under weather conditions that will adversely affect placement, finishing, curing, durability, appearance, or required strength.

B. Cold Weather:

1. Do not place concrete on frozen subgrade or against surfaces containing frost or ice.
2. When cold-weather conditions exist, provide protection and curing necessary to prevent freezing and maintain suitable concrete temperatures.
3. Cold-weather concreting shall comply with applicable requirements of the Mississippi Standard Specifications and accepted concrete construction practices.
4. The use of salt or other chloride-containing materials as a substitute for proper cold-weather protection shall not be permitted.

C. Hot Weather:

1. During hot-weather conditions, take precautions necessary to prevent excessive concrete temperature, rapid moisture loss, plastic shrinkage cracking, premature stiffening, or other detrimental effects.
2. Precautions may include cooling aggregates or mixing water, shading materials and equipment, scheduling concrete placement during cooler portions of the day, fogging the placement area, using approved set-retarding admixtures, or other appropriate methods.

3. Particular care shall be taken with sidewalks, splash pad concrete, equipment pads, and other exposed site concrete where finish quality and cracking may affect appearance, drainage, safety, or performance.

D. Where an individual Specification Section or approved manufacturer's requirements establish more specific weather limitations, those requirements shall govern.

3.04 CURING

A. Protect freshly placed concrete from premature drying, excessive temperatures, rain, freezing, construction traffic, and other conditions that may adversely affect curing.

B. Begin curing as soon as practicable after finishing operations have been completed.

C. Cure concrete by approved wet-curing methods, curing compounds, coverings, or other methods appropriate for the Work.

D. Wet curing, where used, shall be continuous for a minimum of seven (7) days unless otherwise approved or permitted by the applicable concrete requirements.

E. Curing compounds shall be applied in accordance with the manufacturer's written instructions.

F. Curing compounds proposed beneath synthetic turf, coatings, adhesives, sealants, playground surfacing, or other bonded materials shall be compatible with the subsequent installation. Do not use curing compounds that would interfere with adhesion or performance of the finished system.

G. Protect concrete from damage until adequate strength has developed for the anticipated construction loads and installation activities.

3.05 PATCHING AND REPAIR

A. After form removal, inspect concrete for honeycombing, voids, exposed aggregate, damaged edges, surface defects, and other deficiencies.

B. Remove loose and unsound material and repair defects using suitable repair materials and methods approved by the Engineer.

C. Repairs shall match adjacent concrete in appearance where exposed to view.

D. Concrete having defects that materially affect structural capacity, drainage, appearance, safety, equipment installation, or durability shall be corrected or replaced as directed by the Engineer.

3.06 FINISHING

A. Concrete surfaces shall be finished as required by the applicable Specification Section, intended use, approved layout, or manufacturer's requirements.

B. Sidewalks and Pedestrian Concrete:

1. Strike off, consolidate, and float surfaces to required elevations and slopes.
2. Provide a uniform broom finish unless otherwise specified.
3. Provide a slip-resistant surface suitable for pedestrian use.
4. Finished surfaces shall drain without ponding or birdbaths.

C. Splash Pad Concrete:

Concrete associated with the splash pad shall comply with the specific requirements of Section 116800 – Splash Pad System, including concrete strength, thickness, reinforcement, slopes, finishing, jointing, base preparation, and other requirements specified therein.

D. Equipment Foundations and Footings:

1. Finish exposed portions neatly and uniformly.

2. Top surfaces shall be level or sloped as required by the approved equipment manufacturer's installation instructions.
3. Foundation elevations shall not interfere with required safety surfacing, synthetic turf, drainage, accessibility, or equipment clearances.

E. Formed Concrete Surfaces:

Exposed formed surfaces shall be reasonably smooth and uniform and free from objectionable fins, projections, honeycombing, or other defects.

F. Unless otherwise specified, sidewalks and other pedestrian surfaces shall not vary more than 1/8 inch under a 10-foot straightedge, except where intentional grade changes or drainage slopes are required.

3.07 COORDINATION WITH MANUFACTURED EQUIPMENT

A. Before placing equipment foundations or footings, verify the approved manufacturer's:

1. Foundation dimensions.
2. Footing depths.
3. Post embedment.
4. Anchor locations.
5. Anchor bolt or hardware requirements.
6. Equipment orientation.
7. Finished surface elevations.
8. Safety surfacing elevations and thicknesses.

B. Playground and outdoor fitness equipment foundations shall comply with the approved manufacturer's written installation instructions and Shop Drawings.

C. Where manufacturer-required footing dimensions, concrete strength, reinforcement, anchors, or other concrete requirements exceed the general requirements of this Section, the approved manufacturer requirements shall govern.

D. Do not modify manufacturer-required foundations or anchor systems without approval of the equipment manufacturer and Engineer.

3.08 FIELD QUALITY CONTROL DURING CONSTRUCTION

A. Perform sampling and testing of concrete when required by the Engineer.

B. Testing shall be performed by qualified personnel and an acceptable testing laboratory.

C. Testing may include:

1. Sampling Fresh Concrete: ASTM C172/C172M.
2. Slump: ASTM C143/C143M.
3. Air Content: ASTM C231/C231M, where applicable.
4. Concrete Temperature: ASTM C1064/C1064M.
5. Compression Test Specimens: ASTM C31/C31M.
6. Compressive Strength: ASTM C39/C39M.

D. Unless otherwise directed by the Engineer, provide at least one set of compressive strength specimens for each concrete mix placed in a day when strength testing is required.

E. Additional testing frequency may be required based on quantity placed, type of improvement, or observed conditions.

F. Test reports shall identify the Project, date, concrete mix, location of placement, slump, air content where applicable, concrete temperature, and compressive strength results.

G. Concrete failing to meet specified requirements shall be evaluated by the Engineer and shall be subject to corrective action, additional testing, repair, or removal and replacement as appropriate.

END OF SECTION

SECTION 321315
SITE CONCRETE FORMWORK

PART 1 – GENERAL

1.01 DESCRIPTION

A. Scope: Contractor shall provide all labor, materials, equipment, and incidentals required to furnish, install, maintain, and remove concrete formwork for site concrete Work.

B. Work includes providing openings and incorporating sleeves, anchor bolts, inserts, embedded items, templates, and other components required to be placed in or coordinated with the concrete.

C. Formwork under this Section may include, as applicable, sidewalks, equipment foundations and footings, splash pad concrete, fencing foundations, curbing, equipment pads, and other miscellaneous site concrete included in the Work.

D. Where concrete formwork, footing configuration, anchor locations, embedment, or other requirements are established by the approved manufacturer of playground equipment, outdoor fitness equipment, splash pad equipment, fencing, or other manufactured systems, coordinate the formwork with the approved manufacturer's written installation requirements and Shop Drawings.

1.02 COORDINATION

A. Review requirements of other Specification Sections and approved manufacturer submittals and coordinate installation of items that must be placed with or within the formwork.

B. Coordinate formwork with reinforcement, anchors, sleeves, embedded items, equipment foundations, utility penetrations, and other Work required prior to concrete placement.

C. Verify manufacturer-required footing dimensions, anchor templates, post locations, finished elevations, and embedment requirements before constructing forms.

1.03 QUALITY ASSURANCE

A. Contractor shall examine the subgrade, foundations, and conditions under which concrete formwork is to be constructed and notify the Engineer of unsatisfactory conditions.

B. Do not proceed with affected Work until unsatisfactory conditions have been corrected or otherwise resolved.

C. Reference Standards: Comply with applicable requirements of:

1. ACI 347 – Guide to Formwork for Concrete.
2. ACI 301 – Specifications for Concrete Construction.

D. Construct formwork to provide completed concrete surfaces within applicable tolerances of ACI 347 and the requirements of the Contract Documents.

E. Proprietary form systems and accessories shall be used in accordance with manufacturer's written instructions.

1.04 SUBMITTALS

A. Submit in accordance with Section 012910 – Submittals.

B. Submit manufacturer's product data and installation instructions for proprietary form materials, form coatings, ties, and accessories when requested by the Engineer.

C. Where formwork is associated with playground equipment, outdoor fitness equipment, splash pad equipment, fencing, or other manufactured systems, coordinate formwork dimensions and embedded items with the approved manufacturer's Shop Drawings.

1.05 DELIVERY, STORAGE, AND HANDLING

A. Store form materials in a manner that protects them from damage and excessive weather exposure.

B. Store materials above ground on blocking or supports.

C. Handle materials to prevent damage, warping, contamination, or other conditions that could adversely affect the finished concrete.

PART 2 – PRODUCTS

2.01 FORM MATERIALS

A. Forms for Exposed Concrete: Construct forms for exposed concrete surfaces using plywood, metal-faced forms, manufactured panel systems, or other suitable materials capable of producing continuous, straight, smooth surfaces.

B. Furnish form materials of sufficient strength and thickness to withstand concrete placement pressures without objectionable bowing or deflection.

C. Forms for Unexposed Concrete: Concrete surfaces that will be concealed or buried may be formed using plywood, lumber, metal, or other suitable materials.

D. Forms shall be sufficiently tight to prevent leakage of cement paste during placement.

2.02 FORM TIES

A. Provide factory-manufactured removable or snap-off metal form ties suitable for the intended application.

B. Form ties shall be designed to prevent excessive form deflection and avoid spalling of concrete during removal.

C. Where portions of form ties remain in exposed concrete, the remaining portion shall be recessed sufficiently to permit proper patching.

D. Wire ties shall not be permitted where they would remain exposed or adversely affect the finished concrete.

2.03 FORM COATINGS

A. Provide commercial form-release compounds that will not bond with, stain, discolor, or adversely affect concrete surfaces.

B. Form coatings shall not interfere with subsequent curing, sealants, coatings, synthetic turf adhesives, playground surfacing, or other materials requiring bond to the concrete.

C. Apply form coatings in accordance with manufacturer's written instructions.

2.04 DESIGN OF FORMWORK

A. Design, erect, support, brace, and maintain formwork to safely support fresh concrete and construction loads until the concrete has developed adequate strength.

B. Construct formwork so that completed concrete is of the required size, shape, alignment, elevation, and position.

C. Provide adequate bracing and support to prevent settlement, movement, bulging, sagging, or distortion during concrete placement.

D. Construct forms sufficiently tight to prevent loss of mortar or cement paste.

E. Formwork shall be readily removable without impact, shock, or damage to concrete surfaces or adjacent Work.

F. Where manufacturer-required foundations or footings are involved, formwork shall conform to the approved manufacturer dimensions, elevations, and configurations.

PART 3 – EXECUTION

3.01 INSPECTION

A. Examine conditions under which formwork is to be installed.

B. Notify the Engineer of conditions that prevent proper construction or placement.

C. Do not proceed with affected Work until unsatisfactory conditions have been corrected or resolved.

3.02 FORM CONSTRUCTION

A. Construct forms mortar-tight and sufficiently rigid to prevent distortion caused by concrete pressure, vibration, and construction loads.

B. Construct and maintain forms so that finished concrete conforms to required dimensions, grades, elevations, slopes, and contours.

C. Construct forms in accordance with ACI 347 and applicable requirements of the Contract Documents.

D. Provide openings, recesses, chamfers, screeds, bulkheads, anchorages, sleeves, inserts, and other features required for completion of the Work.

E. Fabricate forms for easy removal without damaging concrete surfaces.

F. Provide temporary openings where necessary for inspection, cleaning, or proper concrete placement.

G. Secure forms and embedded items to prevent displacement during concrete placement.

H. Forms shall remain properly aligned and secured until concrete has developed adequate strength for safe removal.

I. Where metal forms are used, keep surfaces clean and free from rust, grease, or other substances that could stain or damage the concrete.

J. Forms for exposed concrete shall be smooth and arranged to minimize visible joints, fins, offsets, and other surface irregularities.

3.03 CORNER TREATMENT

A. Exposed corners of foundations, pads, curbs, and other formed site concrete shall be neat, straight, and free from broken or ragged edges.

B. Chamfers shall be provided where indicated by the Contract Documents or where appropriate for exposed concrete surfaces.

C. Unless otherwise shown or required, buried or concealed corners may be formed square.

D. Chamfers or edge treatment associated with playground, fitness, or splash pad concrete shall not create sharp edges or conditions that could present a hazard to users.

3.04 CLEANING AND FORM COATINGS

A. Thoroughly clean forms and adjacent surfaces prior to concrete placement.

B. Remove sawdust, dirt, loose material, standing water, and other debris.

C. Apply form-release coating before placement of reinforcement where practical.

D. Do not permit excess form-release material to contact reinforcement, anchors, embedded items, construction joints, or concrete surfaces that will subsequently receive bonded materials.

3.05 INSTALLATION OF EMBEDDED ITEMS

A. Set and secure anchor bolts, sleeves, inserts, templates, plates, and other embedded items required by the Contract Documents or approved manufacturer's installation requirements.

B. Use approved setting drawings, manufacturer templates, diagrams, and instructions to establish correct locations and elevations.

C. Verify all embedded items prior to concrete placement.

D. Embedded items associated with playground equipment, outdoor fitness equipment, splash pad equipment, fencing, and other manufactured systems shall comply with the approved manufacturer's written requirements and Shop Drawings.

E. Do not modify manufacturer-required anchor locations, embedment, or templates without approval of the manufacturer and Engineer.

3.06 EDGE FORMS AND SCREEDS

A. Set edge forms, bulkheads, and screed guides to establish required elevations, slopes, and contours.

B. Provide sufficient supports to maintain forms and screeds at the required elevations during concrete placement.

C. Coordinate elevations and slopes with sidewalks, splash pad surfaces, turf systems, playground surfacing, drainage, and adjacent improvements.

3.07 FIELD QUALITY CONTROL

A. Before concrete placement, Contractor shall check formwork, supports, ties, coatings, dimensions, elevations, and embedded items.

B. Make corrections and adjustments necessary to ensure proper size, location, alignment, and stability.

C. During concrete placement, monitor formwork and supports to ensure that forms do not move or deform.

D. If formwork becomes unstable, displaced, or otherwise unsatisfactory, stop concrete placement as necessary until deficiencies are corrected.

3.08 REMOVAL OF FORMS

A. Remove forms in accordance with ACI 301 and ACI 347.

B. Do not remove forms until the concrete has developed sufficient strength to prevent damage and safely support its own weight and any anticipated loads.

C. Remove forms carefully so as not to damage concrete surfaces, edges, anchors, or embedded items.

D. Where earlier form removal is necessary for finishing or manufacturer-required installation, removal shall be permitted only after the concrete has attained sufficient strength.

E. Methods of removal likely to crack, chip, spall, or otherwise damage concrete shall not be permitted.

F. Continue required curing and protection following form removal.

3.09 REUSE OF FORMS

A. Clean and repair forms before reuse.

B. Split, warped, frayed, delaminated, excessively worn, or otherwise damaged form materials shall not be reused where they would adversely affect the finished concrete.

C. Reapply form-release coating as required before reuse.

D. Reused forms shall remain sufficiently straight, rigid, tight, and smooth to produce concrete meeting the requirements of the Contract Documents.

END OF SECTION

SECTION 323119
FENCES AND GATES

PART 1 – GENERAL

1.01 SECTION INCLUDES

A. Four-foot-high wrought iron fencing with a black finish, unless otherwise selected by the Owner, designed for use around a public playground, splash pad, and outdoor fitness area.

B. Wrought iron gates and associated hardware.

C. Posts, rails, pickets, panels, fittings, fasteners, gate hardware, concrete post foundations, and accessories required for a complete fence and gate installation.

D. Fence system intended to enclose the perimeter of the playground, outdoor fitness area, and splash pad area and provide a safe enclosure appropriate for use around children and the general public.

1.02 RELATED REQUIREMENTS

A. Section 012910 – Submittals.

B. Section 321313 – Concrete Accessories.

C. Section 321314 – Concrete Placement.

D. Section 321315 – Concrete Formwork.

1.03 REFERENCE STANDARDS

A. ASTM A36/A36M – Standard Specification for Carbon Structural Steel.

B. ASTM A123/A123M – Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products, where applicable.

C. ASTM A153/A153M – Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware, where applicable.

D. ASTM A307 – Standard Specification for Carbon Steel Bolts, Studs, and Threaded Rod.

1.04 SUBMITTALS

A. Submit in accordance with Section 012910 – Submittals.

B. Product Data: Submit manufacturer's or fabricator's information for materials, components, coatings, finishes, gate hardware, and accessories proposed for use.

C. Shop Drawings: Submit complete shop drawings showing:

1. Proposed fence layout around the playground, outdoor fitness area, and splash pad area.
2. Fence height, panel or section lengths, post spacing, corners, transitions, and changes in grade.
3. Locations, sizes, clear widths, and swing direction of gates.
4. Posts, rails, pickets, connections, and decorative components.
5. Post foundation dimensions and installation details.
6. Gate frames, hinges, latches, stops, and other hardware.

7. Proposed fence profile and appearance.
8. Details of welded and mechanical connections.
9. Proposed coating and finish system.
10. Coordination with playground equipment, outdoor fitness equipment, splash pad improvements, sidewalks, turf areas, utilities, drainage facilities, and other improvements.
11. Picket-top configuration, spacing of fence openings, gate hardware, and other features necessary to demonstrate that the proposed fence and gate system is suitable for installation around a public playground and splash pad.

D. Color and Finish Samples: Submit manufacturer's or fabricator's available standard color and finish samples for review. Black shall be the Basis-of-Design color; however, final color shall be selected and approved by the Owner prior to fabrication.

E. Submit manufacturer's or fabricator's installation recommendations.

F. Submit warranty information.

G. Approved Equal Submittals: Where the Contractor proposes a product, system, material, manufacturer, or fabricator as an approved equal, submit sufficient product data, shop drawings, samples, performance information, warranties, and other documentation necessary to demonstrate that the proposed equal meets or exceeds the requirements of this Section and is equivalent in material, quality, appearance, durability, performance, safety, finish, and intended use.

1.05 QUALITY ASSURANCE

A. Manufacturer/Fabricator Qualifications: Company regularly engaged in the manufacture or fabrication of wrought iron fencing and gates of similar type, size, and complexity, with a minimum of five years documented experience.

B. Installer Qualifications: Installer experienced in installation of fencing and gates of similar type and scope.

C. Welding shall be performed by qualified personnel experienced with the materials and fabrication methods required for the Work.

D. Fabricate fence and gate components to provide a uniform appearance throughout the Project.

E. Fence and gate systems shall be suitable for installation around public recreational facilities used by children and shall comply with applicable safety requirements.

1.06 DELIVERY, STORAGE AND HANDLING

A. Deliver, store, and handle materials to prevent bending, deformation, corrosion, scratching, or damage to finished surfaces.

B. Store materials above ground and protect from weather, standing water, construction activities, and other conditions that may damage the materials or finish.

1.07 WARRANTY

A. Provide a minimum one-year warranty covering materials and workmanship unless a longer warranty is required or provided by the manufacturer, fabricator, or coating applicator.

B. Provide manufacturer's or applicator's standard warranty for the protective coating and finish system.

PART 2 – PRODUCTS

2.01 MANUFACTURERS AND APPROVED EQUALS

A. Provide wrought iron fencing and gates meeting the requirements of this Section.

B. Where a manufacturer, product, style, or system is identified in the Contract Documents as the **Basis of Design**, it is intended to establish the minimum requirements for material, quality, appearance, durability, performance, safety, and design intent.

C. Products of other manufacturers or fabricators meeting or exceeding the requirements of the Contract Documents may be submitted as an **Approved Equal** in accordance with Section 012910 – Submittals and other applicable requirements of the Contract Documents.

D. Proposed approved equals shall be equivalent to the Basis of Design with respect to material, quality, appearance, dimensions, durability, performance, safety, finish, warranty, and intended use.

E. Acceptance of an Approved Equal shall not relieve the Contractor of responsibility for providing a complete, compatible, properly coordinated, safe, and fully functional fence and gate installation.

2.02 WROUGHT IRON FENCE SYSTEM

A. Provide a complete wrought iron fence and gate system consisting of posts, rails, pickets, panels or sections, fittings, fasteners, hardware, and accessories required for a complete installation.

B. Fence Height: 4 feet above adjacent finished grade.

C. Material: Wrought iron suitable for permanent exterior installation.

D. Basis-of-Design Color: Black. Final color shall be selected and approved by the Owner from the manufacturer's or fabricator's available standard colors prior to fabrication.

E. Appearance: Traditional wrought iron appearance appropriate for a public park and recreational facility. Unless otherwise selected by the Owner, the intended appearance shall be a traditional black wrought iron fence.

F. Fence shall have a consistent architectural style throughout the playground, outdoor fitness area, and splash pad enclosure.

G. Fence and gate systems shall be designed and fabricated with consideration for use around children and the general public.

H. All exposed components shall have smooth finished surfaces free from sharp edges, burrs, protruding fasteners, exposed sharp corners, or other hazardous projections.

I. Spear points, pointed finials, spikes, sharp picket tops, or other pointed or potentially hazardous decorative projections shall not be permitted.

J. Picket tops shall be flat, rounded, capped, or otherwise smoothly finished to provide a child-safe configuration.

K. Fence configuration and openings shall be designed to minimize potential entrapment, snagging, or other hazards and shall comply with applicable safety and code requirements for the intended use.

L. Fence components shall be sufficiently rigid and durable for permanent installation in a public recreational environment.

2.03 DESIGN AND CONFIGURATION

A. Fence shall consist of vertical pickets supported by horizontal rails and posts.

B. Provide a minimum of two horizontal rails unless otherwise indicated in the approved shop drawings.

C. Space vertical pickets uniformly throughout each fence section.

D. Pickets, rails, and posts shall be sized by the manufacturer or fabricator to provide a rigid and durable installation suitable for a 4-foot-high fence surrounding a public playground, splash pad, and outdoor fitness area.

E. Picket tops shall be flat, rounded, capped, or otherwise designed without sharp or pointed projections. Spear-point pickets and pointed finials are prohibited.

F. Rails, pickets, posts, gates, hardware, and decorative components shall be configured so as not to create readily accessible sharp edges, protrusions, pinch points, or other avoidable hazards.

G. Fence sections shall accommodate changes in grade while maintaining a neat and uniform appearance and without creating excessive openings beneath the fence.

H. The overall fence design shall provide the traditional wrought iron appearance desired by the Owner while maintaining a configuration appropriate for use around children.

2.04 FABRICATION

A. Fabricate fence sections and gates in the shop to the greatest extent practical.

B. Accurately fit components and provide neat, uniform joints and connections.

C. Provide welded or mechanical connections as appropriate for the approved fencing system.

D. Grind exposed welds smooth where necessary to provide a neat finished appearance.

E. Remove burrs, sharp edges, weld spatter, and other surface imperfections prior to application of the finish.

F. Fabricate components square, straight, plumb, and true to line.

2.05 POSTS

A. Provide posts of adequate size and thickness to support the fence and gates.

B. Post sizes and spacing shall be determined by the manufacturer or fabricator based on fence height, panel configuration, gate configuration, anticipated loads, and site conditions and shall be indicated on the shop drawings.

C. Provide finished post caps consistent with the approved fence design. Post caps shall not incorporate spear points, spikes, or other sharp projections.

D. Set posts in concrete foundations.

E. Concrete post foundations shall be sized in accordance with the manufacturer's or fabricator's recommendations and approved shop drawings.

F. Provide a minimum post foundation depth of 36 inches unless a greater depth is required by the approved fencing system or site conditions.

G. Concrete work associated with fence and gate foundations shall comply with applicable requirements of Sections 321313, 321314, and 321315.

2.06 GATES

A. Provide gates where required for pedestrian, maintenance, and other access to the enclosed playground, outdoor fitness area, and splash pad area.

B. Gates shall match the adjacent fence in height, materials, architectural style, and finish.

C. Fabricate gate frames sufficiently rigid to prevent sagging or deformation during normal use.

D. Provide complete gate hardware including hinges, latches, stops, and other components required for proper operation.

E. Gate hardware shall be heavy-duty and suitable for exterior use in a public recreational facility.

F. Gate locations, clear widths, swing direction, and hardware shall be shown on the shop drawings and coordinated with the Owner and Engineer prior to fabrication.

G. Gates located along accessible routes shall comply with applicable accessibility requirements.

H. Gates serving the playground and splash pad enclosure shall be designed and installed for safe operation in areas used by children.

I. Gate hardware shall not create exposed sharp edges, hazardous projections, or readily accessible pinch points.

J. Gate configuration, clear openings, and hardware shall comply with applicable accessibility and safety requirements.

2.07 FINISH

A. All wrought iron fencing, gates, posts, and exposed components shall receive a durable exterior protective coating system suitable for long-term exposure to weather.

B. Basis-of-Design Finish Color: Black.

C. Final Color Selection: Final fence and gate color shall be selected and approved by the Owner from the manufacturer's or fabricator's available standard colors prior to fabrication. The Contractor shall not fabricate or apply the final finish until the Owner's color selection has been confirmed through the submittal process.

D. All fence panels, posts, gates, hardware, and other exposed components shall receive a consistent and matching finish unless otherwise approved by the Owner.

E. Prepare surfaces in accordance with the coating manufacturer's recommendations prior to application of the finish.

F. Provide primer and finish coats specifically intended for exterior ferrous metal.

G. Finished surfaces shall be uniform in appearance and free from runs, sags, exposed metal, or other defects.

H. Field welds, cuts, scratches, and damaged areas shall be properly prepared, primed, and recoated to match the surrounding finish.

PART 3 – EXECUTION

3.01 EXAMINATION

A. Verify existing site conditions prior to installation.

B. Verify proposed fence locations, grades, sidewalks, utilities, drainage facilities, playground equipment, fitness equipment, splash pad improvements, and other conditions that may affect fence installation.

C. Do not proceed with installation until conflicts or unsatisfactory conditions have been resolved.

3.02 FENCE LAYOUT

A. Contractor shall lay out the proposed fence in the field prior to installation.

B. Fence shall generally enclose the perimeter of the playground, outdoor fitness area, and splash pad area.

C. Because detailed fence layout drawings are not included in the Contract Documents, the Contractor shall provide the complete proposed fence layout as part of the shop drawing submittal.

D. Coordinate fence alignment with sidewalks, gates, playground equipment, outdoor fitness equipment, splash pad improvements, turf, utilities, drainage facilities, and other site improvements.

E. Coordinate gate locations with pedestrian circulation, accessible routes, maintenance access, and intended use of the enclosed areas.

F. Obtain approval of the proposed fence and gate layout from the Owner and Engineer prior to fabrication and installation.

3.03 INSTALLATION

A. Install fencing and gates in accordance with approved shop drawings and manufacturer's or fabricator's written recommendations.

B. Install posts plumb and uniformly spaced.

C. Set posts in concrete foundations in accordance with the approved shop drawings and applicable concrete specification sections.

D. Install fence sections straight and true to line while maintaining a consistent height and appearance.

E. Install fencing to accommodate site grades without abrupt or visually objectionable changes in elevation or excessive openings beneath the fence.

F. Install connections and fasteners securely.

G. Where field welding is necessary, clean, prepare, and finish welds to match shop fabrication.

H. Repair coating damaged by welding, cutting, handling, or installation using the approved coating system.

I. Install gates plumb, level, square, and properly aligned.

J. Adjust hinges, latches, and other hardware so gates operate smoothly and securely latch when closed.

K. Upon completion, inspect the entire fence and gate installation for sharp edges, protrusions, burrs, exposed fasteners, hazardous projections, pinch points, or other conditions that could present a hazard to children or other users. Correct such conditions prior to acceptance.

3.04 TOLERANCES

A. Maximum Variation from Plumb: 1/4 inch.

B. Maximum Variation from Approved Alignment: 1 inch.

C. Posts, rails, and pickets shall present a uniform appearance without visually objectionable variations in alignment or spacing.

3.05 CLEANING

A. Remove excess concrete, excavated material, metal debris, welding residue, packaging, and other construction debris.

B. Clean exposed fence and gate surfaces upon completion.

C. Repair scratches, chips, and other damage to the protective coating using materials compatible with the specified finish.

D. Replace components that are bent, damaged, or cannot be satisfactorily repaired.

3.06 PROTECTION

A. Protect completed fencing and gates from damage until Substantial Completion.

B. Repair or replace damaged materials prior to final acceptance at no additional cost to the Owner.

END OF SECTION

SECTION 329000
SEEDING, FERTILIZING, AND MULCHING

PART 1 – GENERAL

1.01 DESCRIPTION

A. This Section consists of furnishing all labor, materials, equipment, and incidentals necessary for preparation, seeding, fertilizing, mulching, watering, and establishment of vegetation in bare or disturbed areas adjacent to the Work that are not receiving artificial turf, concrete, playground surfacing, aggregate, landscaping, or other permanent surface treatment.

B. Seeding shall generally be limited to areas disturbed by construction operations and other bare areas immediately adjacent to the Work requiring restoration.

C. The CONTRACTOR shall restore disturbed areas to provide a neat transition to existing vegetation and shall establish adequate vegetative cover to prevent erosion.

PART 2 – PRODUCTS

2.01 TOPSOIL

A. Where required to establish vegetation, topsoil shall be fertile, friable soil suitable for plant growth and shall be free from debris, roots, stones, construction materials, and other deleterious substances.

B. Suitable on-site topsoil may be reused. Imported topsoil shall be approved by the ENGINEER.

2.02 FERTILIZER AND LIME

A. Fertilizer shall be a commercial fertilizer suitable for establishment of the specified vegetation.

B. Lime shall be provided where necessary based on existing soil conditions.

C. Application rates shall be appropriate for the soil conditions and vegetation being established.

2.03 SEED

A. Seed shall be fresh, clean, commercial-grade seed suitable for the climate, season of installation, and site conditions.

B. Permanent seeding shall generally consist of Bermuda grass or another grass species compatible with the existing adjacent vegetation and approved by the ENGINEER.

C. Temporary or supplemental cool-season grass may be used where necessary to establish vegetative cover during periods unfavorable for establishment of permanent grass.

2.04 MULCH

A. Mulch shall consist of clean straw, hay, or other approved material suitable for protecting newly seeded areas and reducing erosion.

2.05 WATER

A. Water shall be clean and free from substances harmful to plant growth.

PART 3 – EXECUTION

3.01 GROUND PREPARATION

A. Areas to be seeded shall be graded to provide smooth transitions to adjacent improvements and existing grades and to provide positive drainage.

B. Remove debris, stones, roots, and other materials that would interfere with vegetation establishment or future mowing.

C. Provide topsoil where necessary to establish a suitable growing medium.

3.02 SEEDING AND MULCHING

A. Fertilizer, lime where required, seed, and mulch shall be uniformly applied in accordance with good landscaping practices and applicable product recommendations.

B. Seed selection and application rates shall be appropriate for the season and site conditions.

C. Mulch shall be applied promptly following seeding and shall be anchored where necessary to prevent displacement.

D. Seeding shall not be performed when the ground is frozen, excessively wet, or under other conditions unfavorable to successful establishment.

3.03 MAINTENANCE AND ESTABLISHMENT

A. The CONTRACTOR shall maintain seeded areas until an acceptable vegetative cover has been established.

B. Maintenance shall include watering, reseeding, mulching, erosion repair, and other work necessary to establish vegetation.

C. Bare, thin, eroded, or damaged areas shall be repaired and reseeded by the CONTRACTOR without additional compensation.

D. Where seasonal or weather conditions prevent establishment of permanent vegetation prior to Project completion, the CONTRACTOR shall provide temporary stabilization acceptable to the ENGINEER and remain responsible for establishing the required permanent vegetation.

END OF SECTION

SECTION 329200
TURF SYSTEMS

PART 1 – GENERAL

1.01 DESCRIPTION

A. This Section includes furnishing and installing complete artificial/synthetic turf systems for playground, outdoor fitness, and other designated recreational areas included in the Work.

B. Provide complete systems including, as applicable:

1. Synthetic turf.
2. Impact-attenuating underlayment or pad.
3. Prepared aggregate or other approved base.
4. Infill.
5. Drainage components.
6. Geotextile or separation materials.
7. Edging, nailers, anchors, or perimeter restraint systems.
8. Seaming materials and adhesives.
9. Transition materials.
10. Accessories and incidental materials necessary for a complete installation.

C. Turf systems within playground equipment use zones shall be designed for the applicable equipment fall heights and shall provide the required impact attenuation and accessibility.

D. Turf installed within outdoor fitness areas or other recreational areas not requiring playground fall attenuation shall be appropriate for the intended use and shall comply with the approved manufacturer's system requirements.

E. The Contractor shall provide all minor excavation, fine grading, base preparation, drainage adjustment, transitions, and other Work necessary to provide a complete and properly functioning turf system.

1.02 RELATED SECTIONS

A. Section 011100 – Summary of Work.

B. Section 012910 – Submittals.

C. Section 312313 – Subgrade Preparation.

D. Section 321123 – Crushed Limestone Base.

E. Playground equipment Specification Section.

F. Outdoor fitness equipment Specification Section.

G. Other Sections governing concrete, drainage, grading, and adjacent improvements.

1.03 REFERENCE STANDARDS

A. Comply with applicable requirements of the following:

1. ASTM F1292 – Impact Attenuation of Surfacing Materials Within the Use Zone of Playground Equipment.
2. ASTM F1951 – Accessibility of Surface Systems Under and Around Playground Equipment.

B. Comply with other applicable federal, state, local, accessibility, and playground safety requirements.

1.04 SYSTEM REQUIREMENTS

A. Provide a complete synthetic turf system specifically manufactured and intended for permanent exterior recreational use.

B. Turf system shall be suitable for exposure to weather, ultraviolet radiation, moisture, temperature variations, and anticipated pedestrian and recreational traffic.

C. Playground turf systems shall be designed as a complete assembly incorporating turf and impact-attenuating materials necessary to meet the applicable critical fall-height requirements.

D. The thickness and configuration of impact-attenuating materials shall be determined by the approved turf system manufacturer based upon the actual fall heights of the approved playground equipment.

E. Turf systems shall provide positive drainage through and/or beneath the system and shall not create areas of standing water.

F. Completed surfaces shall provide a stable, uniform, accessible, and securely anchored installation.

G. Materials shall be non-toxic and appropriate for use in areas occupied by children.

1.05 MANUFACTURERS AND APPROVED EQUALS

A. The turf system shall be a commercially manufactured synthetic turf system intended for playground and recreational use.

B. Products meeting or exceeding the requirements of this Section may be submitted as an Approved Equal in accordance with Section 012910 – Submittals and other applicable requirements of the Contract Documents.

C. Proposed approved equals shall demonstrate equivalent or superior:

1. Impact attenuation, where required.
2. Accessibility.
3. Drainage.
4. Durability.
5. Turf construction and performance.
6. Warranty.
7. Intended use.
8. Installation system.

D. Acceptance of an approved equal shall not relieve the Contractor of responsibility for providing a complete, compatible, safe, properly drained, and fully functional turf system.

1.06 SUBMITTALS

A. Submit in accordance with Section 012910 – Submittals.

B. Product Data: Submit manufacturer's technical information for:

1. Synthetic turf.
2. Impact-attenuating pad or underlayment.
3. Infill.
4. Base materials.
5. Drainage materials.
6. Geotextile.
7. Seam tape, adhesives, and connection materials.
8. Edging and anchorage components.

C. Shop Drawings: Submit complete installation drawings showing:

1. Limits and layout of turf areas.
2. Finished elevations.
3. Base preparation.
4. Base material and thickness.
5. Impact-attenuating layer and thickness.
6. Drainage provisions.
7. Seams and seam orientation.
8. Perimeter anchorage and edging.
9. Transitions to sidewalks, concrete, splash pad areas, fencing, equipment foundations, and other adjacent improvements.
10. Penetrations around playground and fitness equipment posts and foundations.
11. Turf system thickness and finished surface elevation.

D. Submit manufacturer's written installation instructions.

E. For playground turf, submit documentation identifying the required critical fall height and demonstrating compliance of the proposed system with ASTM F1292 at the required fall height.

F. Submit documentation demonstrating compliance with ASTM F1951 where accessibility is required.

G. Submit manufacturer's recommended maintenance procedures.

H. Submit manufacturer's warranty.

I. Submit available standard turf colors and selections. Final color and appearance shall be approved by the Owner prior to ordering.

1.07 QUALITY ASSURANCE

A. Manufacturer shall regularly produce synthetic turf systems for playground or recreational applications.

B. Installer shall be trained, approved, certified, or otherwise qualified by the turf system manufacturer to install the proposed system.

C. Installation shall be performed in accordance with the approved manufacturer's written instructions.

D. Components of the turf system shall be supplied or approved by the turf system manufacturer and shall be compatible with one another.

1.08 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials in manufacturer's original packaging or rolls with identification intact.

B. Store materials in a clean, dry, protected location in accordance with manufacturer's recommendations.

C. Protect turf rolls, impact pads, adhesives, infill, and accessories from damage, moisture contamination, deformation, and other conditions that may adversely affect installation.

1.09 WARRANTY

A. Provide manufacturer's standard written warranty for the complete synthetic turf system.

B. Warranty shall cover defects in materials and manufacturing and shall include the turf and other system components to the extent provided by the approved manufacturer.

C. Installation warranty shall be not less than one year unless a longer period is required elsewhere in the Contract Documents.

D. Where use of specified infill, maintenance procedures, or other system components is necessary to preserve the manufacturer's warranty, provide and install such materials and comply with those requirements.

PART 2 – PRODUCTS

2.01 SYNTHETIC TURF

A. Provide synthetic turf manufactured for exterior playground and recreational use.

B. Turf shall consist of durable synthetic yarn tufted or otherwise manufactured into a stable backing system.

C. Turf shall:

1. Be resistant to ultraviolet degradation.
2. Be suitable for permanent outdoor installation in Mississippi climate conditions.
3. Resist excessive matting, fraying, unraveling, delamination, and fiber loss under anticipated use.
4. Provide a natural grass-like appearance unless another color or design is approved by the Owner.
5. Allow drainage through the turf system.

D. Turf pile height, face weight, fiber type, backing, and other characteristics shall be as recommended by the approved manufacturer for the intended application.

E. Final turf color and appearance shall be selected and approved by the Owner from the manufacturer's available standard selections.

2.02 IMPACT-ATTENUATING LAYER

A. Where turf occurs within playground equipment use zones, provide a porous impact-attenuating pad or underlayment as part of the complete turf system.

B. Impact-attenuating layer shall be compatible with the synthetic turf and underlying base.

C. Thickness shall be determined by the approved system manufacturer to satisfy the critical fall-height requirement of the applicable playground equipment.

D. Impact attenuation shall comply with ASTM F1292 for the required fall height.

E. Do not substitute or reduce the manufacturer's required pad thickness without written approval from the turf system manufacturer and Engineer.

2.03 INFILL

A. Provide infill recommended and approved by the synthetic turf manufacturer for the intended application.

B. Infill shall be:

1. Compatible with the turf system.
2. Non-toxic.
3. Suitable for playground and recreational use.
4. Resistant to displacement under normal use.
5. Installed at the manufacturer's required application rate.

C. Where infill is required to maintain system performance, blade stability, impact attenuation, or warranty, provide the required infill as an integral component of the Work.

2.04 BASE MATERIAL

A. Provide aggregate base or other approved substrate required by the turf system manufacturer.

B. Where compacted aggregate is used, material type, gradation, thickness, compaction, and surface tolerance shall comply with the approved turf manufacturer's installation requirements.

C. Section 321123 – Crushed Limestone Base may be used where compatible with the approved turf system.

D. Where the approved turf manufacturer requires a different aggregate gradation, base thickness, or base material than Section 321123, the manufacturer-required material may be provided subject to review and approval by the Engineer.

E. Base shall be stable, non-yielding, smooth, and properly graded to provide drainage.

2.05 GEOTEXTILE AND SEPARATION MATERIALS

A. Provide geotextile or separation fabric where required by the approved turf system manufacturer or site conditions.

B. Material shall be suitable for subsurface use and compatible with the turf and drainage system.

2.06 SEAMS AND ADHESIVES

A. Provide seam tape, adhesives, stitching, or other joining materials recommended by the turf manufacturer.

B. Adhesives shall be suitable for permanent exterior use and anticipated moisture and temperature exposure.

C. Completed seams shall be secure, smooth, tight, and not readily visible.

D. Seams shall not create tripping hazards, raised edges, or other unsafe conditions.

2.07 EDGING AND PERIMETER RESTRAINT

A. Provide perimeter restraint, nailers, anchors, edging, or other components necessary to securely terminate the synthetic turf.

B. Coordinate perimeter details with concrete sidewalks, curbing, splash pad improvements, fencing, equipment foundations, and other adjacent construction.

C. Exposed edges shall be securely restrained and shall not create trip or snag hazards.

2.08 DRAINAGE

A. Turf, impact pad, base, and drainage components shall function as a complete drainage system.

B. System shall permit rainfall and surface water to drain without prolonged ponding.

C. Provide drainage components required by the approved manufacturer and site conditions.

D. Coordinate discharge of drainage with surrounding site grading and drainage improvements.

PART 3 – EXECUTION

3.01 EXAMINATION

A. Examine areas to receive synthetic turf before beginning installation.

B. Verify:

1. Required grades and elevations.
2. Subgrade stability.
3. Drainage conditions.
4. Location and elevation of playground and fitness equipment foundations.
5. Concrete elevations and transitions.
6. Fence and gate locations.
7. Other adjacent improvements.

C. Do not begin installation until conditions that would adversely affect the turf system have been corrected.

D. Contractor shall notify the Engineer of significant discrepancies between existing conditions and the approved turf installation requirements prior to proceeding.

3.02 SUBGRADE AND BASE PREPARATION

A. Perform minor excavation, filling, grading, and subgrade preparation necessary for installation of the synthetic turf system.

B. Major or mass grading of the overall park site is not included under this Section; however, the Contractor shall make minor grade adjustments necessary to properly install and drain the turf system.

C. Prepare subgrade in accordance with Section 312313 and the approved turf manufacturer's requirements.

D. Install and compact aggregate base in accordance with the approved manufacturer's requirements.

E. Completed base shall:

1. Be firm and non-yielding.
2. Be smooth and free from abrupt changes in grade.
3. Provide required finished elevations.
4. Provide positive drainage.
5. Be free from ruts, depressions, loose material, and other irregularities.

F. Correct areas that retain water or fail to provide required drainage prior to installation of the turf system.

3.03 COORDINATION WITH EQUIPMENT AND ADJACENT WORK

A. Coordinate turf installation with playground equipment, outdoor fitness equipment, concrete foundations, sidewalks, splash pad improvements, fencing, gates, drainage, and other site improvements.

B. Verify finished turf elevation relative to playground equipment and applicable manufacturer-required surfacing elevations.

C. Turf and attenuation systems shall extend throughout required playground use zones unless otherwise approved.

D. Provide neat, securely finished penetrations around equipment posts, foundations, drains, and other interruptions.

E. Do not cover inspection points, drains, access components, or manufacturer-required openings.

3.04 IMPACT-ATTENUATING PAD INSTALLATION

A. Install impact pad in accordance with manufacturer's written instructions.

B. Fit sections tightly and uniformly.

C. Secure pad as required to prevent movement during turf installation and subsequent use.

D. Maintain required thickness throughout playground use zones.

E. Cut and fit around equipment posts, foundations, and other obstructions without excessive gaps.

3.05 SYNTHETIC TURF INSTALLATION

A. Install turf in accordance with manufacturer's written installation requirements and approved Shop Drawings.

B. Lay turf smooth and uniform without wrinkles, ripples, buckling, bubbles, or loose areas.

C. Orient turf rolls to provide consistent pile direction and appearance unless otherwise required by the approved layout.

D. Trim turf accurately at edges, penetrations, foundations, sidewalks, curbs, and other transitions.

E. Join turf sections using approved seaming materials and methods.

F. Secure perimeter edges using approved anchorage or restraint systems.

G. Completed turf shall be tight, smooth, securely attached, and free of exposed fasteners, loose edges, raised seams, or other hazards.

3.06 INFILL INSTALLATION

A. Apply infill uniformly at the rate required by the approved turf manufacturer.

B. Brush or mechanically work infill into turf fibers as necessary to provide uniform distribution and proper blade support.

C. Complete installation shall contain the required quantity and depth of infill.

D. Remove excess infill from adjacent concrete, sidewalks, drains, and other improvements.

3.07 DRAINAGE AND FINISHED GRADES

A. Finished turf shall provide smooth transitions and positive drainage.

B. Correct depressions, birdbaths, irregularities, or other conditions resulting in standing water.

C. Finished surfaces shall transition smoothly to sidewalks, concrete, gates, splash pad areas, and other adjacent improvements without creating abrupt vertical changes or trip hazards.

3.08 FIELD QUALITY CONTROL

A. Inspect completed turf for:

1. Secure seams.
2. Proper perimeter anchorage.
3. Uniform infill.
4. Wrinkles or buckling.
5. Surface irregularities.
6. Proper drainage.
7. Required finished elevations.
8. Safe transitions.

B. Correct deficient areas prior to acceptance.

C. For playground areas, provide required documentation demonstrating that the installed system complies with applicable ASTM F1292 impact attenuation and ASTM F1951 accessibility requirements.

3.09 CLEANING AND PROTECTION

A. Remove turf scraps, excess infill, adhesive residue, packaging, and other debris.

B. Clean adjacent improvements affected by the Work.

C. Protect completed turf from construction traffic, vehicles, equipment, staining, and damage until acceptance.

D. Repair or replace damaged turf before Substantial Completion.

3.10 CLOSEOUT

A. Provide Owner with:

1. Manufacturer's maintenance instructions.
2. Warranty documents.
3. Recommended cleaning and grooming procedures.
4. Recommended infill maintenance procedures.
5. Repair instructions.
6. Extra materials where required by the Contract Documents or manufacturer's standard installation requirements.

END OF SECTION

SECTION 334100
DRAINAGE PIPES AND CULVERTS

SECTION 1 – GENERAL

1.01 DESCRIPTION

A. This Section shall consist of furnishing all materials, labor, tools, equipment, and incidentals and performing all work necessary for the installation of drainage pipe and appurtenances required in connection with the Work. The work shall include excavation, grading, bedding, backfill, connections, and other incidentals necessary for complete installation.

B. Drainage piping shall be provided only where indicated in the Contract Documents, required for connection of improvements included in the Work, or otherwise directed or approved by the ENGINEER. Nothing in this Section shall be construed as requiring installation of a complete storm drainage system where one is not otherwise indicated or required. The manufacturer of certain equipment may require additional or other installation which the contractor should follow as required per the manufacturer's instructions.

1.02 APPLICABLE DOCUMENTS

A. The following publications form a part of this Specification and are applicable to the extent indicated. Reference shall be to the latest edition unless specified otherwise.

1. American Society for Testing and Materials (ASTM).
2. American Association of State Highway and Transportation Officials (AASHTO).
3. American Concrete Institute (ACI), where applicable.

B. Local Building Codes: Any applicable City, County, and State codes applying to the Work.

C. Standard Specifications for State Aid Road and Bridge Construction, latest edition, where specifically referenced herein.

1.03 SUBMITTALS

A. Product Data: Submit manufacturer's product data for drainage pipe, fittings, and related materials proposed for use.

B. Shop Drawings: CONTRACTOR shall submit shop drawings or installation information where required by the ENGINEER. Review by the ENGINEER shall be required prior to incorporation of the subject item into the Work.

SECTION 2 – PRODUCTS

2.01 CORRUGATED POLYETHYLENE PIPE

A. High Density Polyethylene Pipe (HDPE) shall have a full circular cross-section, corrugated exterior, and smooth interior and shall be manufactured in accordance with applicable requirements of AASHTO M 294.

B. Pipe and fittings shall be manufactured from virgin polyethylene compounds meeting applicable ASTM requirements.

C. Fittings and couplings shall be compatible with the pipe furnished and installed in accordance with the manufacturer's recommendations.

D. Bedding material shall be provided for all buried HDPE pipe as required by this Section and the manufacturer's recommendations.

2.02 PVC SCHEDULE 40 SOLID WALL PIPE AND PVC DWV FITTING SYSTEM

A. Scope: This specification covers PVC Schedule 40 solid-wall pipe and PVC DWV fittings used for non-pressure drainage applications associated with the Work.

B. Materials: Pipe shall be manufactured from rigid PVC compounds conforming to ASTM D 1784. PVC Schedule 40 pipe shall conform to ASTM D 1785 and applicable ASTM requirements. Fittings shall be compatible with the pipe furnished.

C. Installation: Installation shall comply with the pipe manufacturer's published installation instructions and all applicable plumbing and building code requirements. Buried pipe shall be installed in accordance with applicable ASTM requirements.

D. Solvent-cement joints shall be made using compatible primer and solvent cement in accordance with the manufacturer's recommendations.

2.03 OTHER PIPE MATERIALS

A. Where conditions require a pipe material other than those specified above, the CONTRACTOR shall submit the proposed pipe, fittings, and installation requirements to the ENGINEER for review and approval prior to installation.

2.04 CONCRETE

A. Where concrete is required in connection with drainage improvements, cement, reinforcement, forms, jointing, and other incidentals shall comply with the applicable requirements of the Contract Documents.

B. Concrete work shall be performed in accordance with applicable requirements of ACI 301 and ACI 318.

2.05 CONTRACTOR'S RESPONSIBILITY

A. The CONTRACTOR shall be responsible for the condition of all excavations made under this Section. Slides, cave-ins, unstable material, or other conditions resulting from the CONTRACTOR'S operations shall be corrected without additional compensation.

2.06 BEDDING MATERIAL

A. Bedding material for buried drainage pipe shall be suitable granular material compatible with the pipe manufacturer's installation requirements and approved by the ENGINEER.

SECTION 3 – EXECUTION

3.01 EXCAVATION

A. The CONTRACTOR shall perform excavation necessary for installation of drainage piping and appurtenances included in the Work.

B. Material suitable for backfilling, in the opinion of the ENGINEER, shall be stockpiled in an orderly manner and a sufficient distance from the excavation to prevent overloading, slides, or cave-ins.

C. Excavated material not required or unsuitable for backfill shall be removed from the Work and legally disposed of.

D. Surface water shall be prevented from entering excavations. Water accumulating within excavations shall be removed by pumping or other approved methods.

3.02 TRENCHES

A. Trenches shall be of sufficient width for proper installation of the pipe.

B. The trench bottom shall be accurately graded and prepared to provide uniform bearing and support for the pipe along its length.

C. Care shall be exercised not to excavate below the required depth. Over-excavated areas shall be backfilled with suitable granular material and thoroughly compacted.

D. Where unstable soil incapable of properly supporting the pipe is encountered, unsuitable material shall be removed to the depth required and replaced with suitable bedding material approved by the ENGINEER.

3.03 DEWATERING/SHORING

A. The CONTRACTOR shall perform all pumping, well pointing, shoring, or other work necessary to maintain excavations in a stable and dry condition during construction. Such work shall be considered incidental to the Work unless otherwise specifically provided.

3.04 BACKFILLING

A. Trenches shall not be backfilled until the installation conforms to the requirements of the Contract Documents.

B. Backfill shall be carefully placed and compacted beneath, around, and above the pipe without damaging or displacing the pipe.

C. Bedding and initial backfill shall be placed and compacted in accordance with the pipe manufacturer's recommendations.

D. Backfill shall be compacted sufficiently to prevent settlement and shall be brought to the surrounding finished grade.

E. Trenches or excavations improperly backfilled, in the opinion of the ENGINEER, shall be reopened to the depth required, corrected, refilled, and recompacted without additional compensation.

3.05 PIPE LAYING

A. Pipe shall be installed in accordance with the manufacturer's recommendations and applicable ASTM requirements.

B. Each pipe shall be laid true to the required line and grade and joined in a manner that provides a continuous drainage path without abrupt offsets or restrictions to flow.

C. The interior of pipe shall be kept free of dirt, debris, and other foreign material during installation.

D. Trenches shall be kept free of water during pipe installation.

E. Open ends of pipe shall be temporarily plugged or sealed at the end of each workday to prevent entrance of dirt, debris, animals, or other foreign material.

3.06 JOINTS AND CONNECTIONS

A. Pipe joints and fittings shall be compatible with the pipe material furnished and shall be installed in accordance with the pipe manufacturer's recommendations.

B. Connections to existing drainage systems, structures, or other improvements shall be made in a neat and watertight manner where applicable.

C. Damaged pipe, fittings, joints, or connections shall be removed and replaced at no additional cost to the OWNER.

3.07 CLEAN-UP

A. After backfill of drainage piping is completed, disturbed areas shall be graded to conform to surrounding grades or the required finished grade, as applicable.

B. The CONTRACTOR shall remove and legally dispose of surplus material, dirt, rubbish, and debris resulting from the Work.

3.08 INSPECTION

A. Prior to final acceptance, the CONTRACTOR and ENGINEER shall inspect drainage improvements installed under this Section.

B. Defective materials, improper workmanship, settlement, obstructions to flow, or other deficiencies shall be corrected by the CONTRACTOR without additional compensation and in a manner acceptable to the ENGINEER.

3.09 MAINTENANCE

A. Until final acceptance, the CONTRACTOR shall be responsible for maintaining drainage piping and associated improvements installed under this Section, including the stability of backfill and finished grades.

B. Settlement, damage, or other deficiencies resulting from the Work shall be repaired by the CONTRACTOR without additional compensation.

END OF SECTION

September 21, 2026

McMaster & Associates, Inc.
212 Waterford Square, Suite 300
Madison, MS 39110
601-605-1090

ADDENDUM NO. ONE (1)
Playground for Gluckstadt Community Park
City of Gluckstadt, Mississippi
McMaster & Associates, Inc. – M-3442-1

Plan Holders,
The following changes and clarifications are hereby made a part of and take precedence over conflicting sections of Construction Documents.

GENERAL INFORMATION AND CLARIFICATIONS:

1.1 The Pre-Bid Meeting for the above-referenced project was held on September 15, 2026, at 1:00 p.m. The pre-bid meeting minutes and sign-in sheet are attached.

1.2 Do not remove any portion of the construction documents when submitting your bid. This means all pages of the construction documents which will include the Bid Bond, Bid Proposal & Bid Form, Non-Collusion Affidavit (in-duplicate), Addendums, etc. as shown on the Bidders Checklist and Instructions to Bidders.

1.3 Prospective Bidders may propose additional manufacturers or vendors for the playground equipment, fitness equipment, splash pad equipment, and other similar items beyond those identified in the Contract Documents. Any proposed manufacturer, vendor, or product must, at a minimum, meet or exceed the applicable requirements and specifications of the Contract Documents. Requests for consideration of additional manufacturers or vendors must be submitted prior to bid opening by email to kohl@mcmastereng.com. Requests received after bid opening will not be considered as approved manufacturers or vendors for purposes of bidding. After bids have been received, any substitutions proposed will be subject to review and may only be used if approved and accepted by the Owner.

PERTAINING TO THE CONSTRUCTION DOCUMENTS:

1.4 Revised Section 116800 – Splash Pad System. Section 1.02, Paragraph C – revised to a minimum of 70 gallons per minute (GPM) or greater.

1.5 Revised Section 023000 – Exhibits 1 & 2 to include playground equipment heights, revised gate locations, BCBS sign locations, clarified shade structure and umbrella heights and widths, and revised turf areas.

Please acknowledge this addendum by signing and emailing it back and enclosing it with your bid proposal.

Ron McMaster, Jr. P.E., P.S.



Acknowledge and email back:
kohl@mcmastereng.com
brandon@mcmastereng.com

Company Name: Struthers Recreation, LLC

By: [signature]

END OF ADDENDUM NO. ONE (1)

McMASTER & ASSOCIATES, INC.
CIVIL ENGINEERS & LAND SURVEYORS

Pre-Bid Meeting Minutes

Project: Playground for Gluckstadt Community Park
City of Gluckstadt, Mississippi

Meeting Date: Pre-Bid – September 15, 2026, 1:00 p.m.

- **Bid Date/Time –** October 2, 2026, until 2:00 p.m. at City Hall, 343 Distribution Drive, Gluckstadt, MS 39110,
  - Electronic bids can be received at www.centralbidding.com
- **Sign-in Sheet**
  - Meeting was called to order and sign in sheet passed.
- **Bidding Information**
  - Contract Time was discussed.
    The awarded contractor must complete all Work by August 31, 2027.
    Liquidated damages - $750 per calendar day
- **Bidding Schedule**
  - Pre-Bid Meeting: September 15, 2026, at 1:00 P.M.
  - Addendum No.1 will be issued by Friday, September 18, 2026, and will include the pre-bid meeting minutes.
  - Last Day for Questions: Friday, September 25, 2026. Questions must be received by 5:00 P.M. Central Time.
  - All Bidding Questions **MUST** be submitted in writing (emailed) to McMaster & Associates, Inc. to kohl@mcmastereng.com
  - The last Addendum (if necessary) will be issued: Tuesday, September 29, 2026
  - All Addenda must be signed and submitted with the contractors bid.
  - Do not remove any pages of the Construction Documents when submitting your bid.
- **Project Discussion, Questions, Answers, & Clarifications**
  - Work generally includes construction and installation of playground improvements, splash pad improvements, outdoor fitness improvements, sidewalks and concrete areas, artificial turf and surfacing, fencing, some minor grading and drainage, etc.
  - (3) BCBS Grant Recognition Sign: Furnish and install (3) three 18-inch wide by 24-inch-high aluminum sign panel, with white background, blue border, blue and black lettering/graphics, and BCBS Foundation logos, generally consistent with the sign image provided with this Addendum. Sign shall be mounted on one (1) 2-inch × 2-inch galvanized square steel post set in concrete. Final sign layout, colors, wording, graphics, mounting height, and location shall be submitted to and approved by the Owner prior to fabrication and ordering.
  - The splash pad flow-through drain system should have a design flow rate of not less than 70 gallons per minute (GPM). The original flow-through drain system minimum flow rate was 40 (GPM).
  - Playground & Fitness area surfacing shall be Poured in Place Rubber Safety Surfacing – 60/40 Beige/Black
  - The concrete bench knee walls at the splash pad must have rounded edges at all corners and sides.
  - The estimate for the proposed project ranges from $1,600,000 to $2,000,000

- The existing site generally slopes to the south. Finished grades shall generally follow the existing ground contours and provide positive drainage toward the south side of the site. The Contractor shall grade the area as necessary to prevent ponding and maintain positive drainage throughout the site, while maintaining all required ADA-compliant slopes, cross slopes, transitions, and accessible routes. The Contractor shall review the proposed site layout and grading and ensure positive drainage is maintained throughout the site, particularly at transitions between rubber play surfacing, artificial turf, sidewalks, and other surface materials. Where necessary to prevent ponding or trapped water, the Contractor shall provide and install small area inlets, perforated drainage pipe, and/or other incidental drainage improvements required to provide adequate drainage. Perforated drainage piping shall be installed at appropriate grades and shall daylight to the southwest side of the site, away from the proposed pond.

  The completed site shall provide positive drainage with no areas of standing or ponded water.
- The splash pad shall include a 4-inch PVC wastewater drain. The Contractor shall include all costs associated with furnishing and installing approximately 100 linear feet of 4-inch PVC drainpipe and connecting the drain to a junction box. The final location of the junction box shall be determined by the Owner/Engineer.

MEETING ADJOURNED

McMASTER & ASSOCIATES, INC.
CIVIL ENGINEERS & LAND SURVEYORS
212 WATERFORD SQUARE
SUITE 300
MADISON, MS 39110
601.605.1090

Date: September 15, 2026

Playground for Gluckstadt Community Park

City of Gluckstadt, MS

NAME	ORGANIZATION	PHONE	EMAIL
Kohl Bailey	McMaster & Associates, Inc.	601-594-0677	Kohl@mcmastereng.com
Zach Ford	Struthers Recreation	662-426-2033	ZACH@STRUTHERSREC.COM
Parker Lohman	Pinnacle Construction	601-850-8935	Parker@pcgms.com
Swayze Cryer	Swayze Construction Company LLC	601-405-4623	Swayze@swayzeconstructionCO.com
Jackson Black	We Build Fun	601-317-5302	jackson@webuildfun.com
Alan Mumbower	Pelican Playgrounds	504-422-8774	amumbower@pelicanplaygrounds.com
Alex Wilcox	Pelican Playgrounds	601-516-4511	awilcox@pelicanplaygrounds.com
Mayra Prado	EOZ Build and Design LLC	769-231-2009	mayrap@eozconstruction.com
Will Russell	Mills Contracting	601-218-9662	Wrussell@millscontracting.net
Brock Beck	Great Southern Recreation	601-609-2780	brock@greatsouthernrec.com



THIS PLAYGROUND WAS MADE POSSIBLE

THANKS TO

FUNDS PROVIDED BY

Blue Cross & Blue Shield of Mississippi Foundation

SECTION 116800
SPLASH PAD SYSTEM

PART 1 – GENERAL

1.01 DESCRIPTION

A. This Section includes furnishing all labor, materials, equipment, tools, supervision, transportation, services, and incidentals necessary for the complete design, purchase, delivery, installation, testing, commissioning, and startup of a flow-through/gravity-drain splash pad system.

B. The splash pad shall have a circular footprint approximately 30 feet in diameter. Within the splash pad footprint, provide a five (5) foot wide dry walk around the perimeter with a broomed concrete finish.

C. The Work shall include, but not necessarily be limited to, site preparation, subgrade preparation, aggregate base, reinforced concrete construction, drainage, piping, valves, valve cabinet, controls, electrical activator, spray features, equipment mounting systems, utility connections within the Contractor's scope, testing, commissioning, training, restoration, and all appurtenances necessary to provide a complete and operational splash pad system.

D. Furnish and install all incidental materials, equipment, accessories, fittings, connections, supports, anchors, hardware, and other components reasonably necessary for a complete and functional installation, whether specifically identified herein or not.

1.02 DESIGN REQUIREMENTS

A. Provide a complete flow-through/gravity-drain splash pad system.

B. The splash pad shall have a circular footprint approximately 30 feet in diameter with a five (5) foot wide dry walk around the perimeter.

C. Design the splash pad system to accommodate a water flow rate of approximately 70 gallons per minute (GPM) or greater

D. Provide positive drainage throughout the splash pad area. Slopes shall be constructed to prevent ponding, standing water, or "birdbath" conditions.

E. Cross slopes toward the primary drain box shall not exceed three (3) percent.

F. Spray features shall be installed using encased, interchangeable mounting systems that allow individual spray features to be removed, repaired, or replaced without demolition of the surrounding concrete.

G. Products identified herein by manufacturer and model number are provided as the Basis of Design and are intended to establish the minimum required type, quality, function, performance, durability, and general aesthetic character of the splash pad system.

H. Equivalent products from other manufacturers may be provided as an approved equal, subject to review and approval by the Engineer and Owner in accordance with the Contract Documents.

I. Proposed equivalent products shall meet or exceed the performance, materials, quality, durability, functionality, maintainability, and general aesthetic intent of the Basis-of-Design products specified herein.

J. Acceptance of a proposed equal shall not relieve the Contractor from responsibility for providing a complete, coordinated, and fully functional splash pad system meeting all requirements of the Contract Documents.

1.03 SUBMITTALS

A. Following award and prior to ordering equipment or beginning construction of the splash pad, submit complete splash pad system information to the Engineer and Owner for review and approval.

B. Submit renderings and a proposed splash pad layout demonstrating that the proposed system meets the intent and requirements of the Contract Documents.

C. The proposed layout shall include, at a minimum:

1. Overall splash pad dimensions and configuration.
2. Limits and dimensions of the five (5) foot wide dry walk.
3. Location and identification of each spray feature.
4. Manufacturer and model number of each proposed spray feature.
5. Location of the primary drain box.
6. Proposed valve cabinet location.
7. Location of the electrical activator bollard.
8. General routing of feature piping.
9. Proposed wastewater discharge/daylight location.
10. Proposed utility connection locations.
11. General drainage and slope configuration.

D. Submit manufacturer's product data for all spray features, mounting systems, valve cabinet, valves, manifold, controls, timer interface, activator, and other manufactured components of the splash pad system.

E. Submit manufacturer's written installation requirements and recommendations for all splash pad equipment.

F. Where products other than the specified Basis-of-Design products are proposed, clearly identify each proposed substitution or equivalent product and submit sufficient documentation demonstrating compliance with the requirements of this Section.

G. Documentation for proposed equivalent products shall include, as applicable:

1. Manufacturer's name.
2. Product name and model number.
3. Product data and technical information.
4. Materials of construction.
5. Dimensions and configuration.
6. Flow and performance information.
7. Mounting and installation requirements.
8. Warranty information.
9. Comparison with the specified Basis-of-Design product.
10. Renderings, photographs, or other information necessary to demonstrate equivalent aesthetic and functional characteristics.

H. The Engineer and Owner reserve the right to reject proposed equivalent products that do not demonstrate compliance with the requirements and design intent of the Contract Documents.

1.04 FIELD VERIFICATION

A. Prior to beginning construction, verify existing site conditions, elevations, utility locations, and other conditions affecting installation of the splash pad.

B. Verify that the existing subgrade is suitable for construction. Prepare and compact subgrade beneath the splash pad improvements to a minimum of 95 percent of maximum dry density as determined by the Standard Proctor test.

C. Notify the Engineer of unsuitable or unstable conditions encountered prior to proceeding with construction of the affected Work.

1.05 COORDINATION

A. Coordinate the splash pad installation with the Owner, Engineer, equipment manufacturer, utility providers, and other contractors performing Work at the Project site.

B. The location of the above-grade valve cabinet shall be within a greenspace and shall be approved by the City prior to installation.

C. The location where the splash pad wastewater line daylights shall be designated or approved by the City prior to installation.

D. Coordinate the locations of spray features, piping, drainage, electrical components, concrete reinforcing, and other Work to provide a complete and properly functioning system.

1.06 OWNER-PROVIDED UTILITY WORK

A. The City of Gluckstadt will provide electrical power to the electrical panel located at the valve cabinet and will make the electrical connection to the cabinet electrical panel prior to startup.

B. The City of Gluckstadt will provide the water supply to the valve cabinet and will provide a pressure-reducing valve, if required, and a properly sized backflow preventer.

C. Coordinate the Contractor's Work with the utility connection points provided by the City.

1.07 WARRANTIES

A. Provide warranties commencing on the date of splash pad commissioning as follows:

1. General Contractor's Warranty: One (1) year.
2. Valve Cabinet Manufacturer's Warranty: Three (3) years.
3. Spray Feature Manufacturer's Warranty: Three (3) years.
4. Concrete Warranty: Three (3) years.

B. Proposed approved-equal equipment shall provide warranties meeting or exceeding the warranty periods specified herein.

C. Submit written warranty documentation to the Owner as part of the Project closeout documents.

PART 2 – PRODUCTS

2.01 GENERAL

A. Furnish new materials and equipment suitable for their intended use and compatible with the complete splash pad system.

B. Splash pad components shall be designed and manufactured for commercial outdoor splash pad applications.

C. Components of the splash pad system shall be compatible with one another and shall be coordinated by the Contractor and splash pad equipment supplier/manufacturer.

D. Products identified by manufacturer and model are Basis-of-Design products. Approved equivalent products meeting or exceeding the specified requirements may be provided subject to the requirements of this Section and the Contract Documents.

2.02 SPRAY FEATURES

A. Spray features manufactured by Raindrop Products, LLC are identified as the Basis of Design and establish the minimum type, quality, performance, function, durability, and general aesthetic character required.

B. Equivalent products manufactured by others may be provided as approved equals, subject to review and approval by the Engineer and Owner.

C. Provide the following spray features:

1. Two (2) slanted surface sprays.
   Basis of Design: Raindrop Slant Finger Jets, or approved equal.

2. Four (4) interwoven multi-jet surface sprays.
   Basis of Design: Raindrop Basket Weaver, or approved equal.
3. Two (2) vertical cone surface sprays.
   Basis of Design: Raindrop Mini Popcorn Jet or approved equal.
4. Two (2) integrated vertical jets arranged in a curved pattern.
   Basis of Design: Raindrop Low Flow Curved Pop Jet, 48-inch Radius, or approved equal.
5. One (1) tunnel-effect surface spray.
   Basis of Design: Raindrop Tunnel Arch 6, or approved equal.

D. Approved-equal spray features shall provide spray patterns, coverage, interaction, function, and general visual character comparable to the Basis-of-Design features.

E. Provide each spray feature with an encased, interchangeable mounting system that permits removal, repair, or replacement of the individual spray feature without demolition of the surrounding concrete.

F. Provide all piping, fittings, connections, mounting components, and accessories required for complete installation and operation of the spray features.

2.03 VALVE CABINET AND WATER CONTROLS

A. Provide one (1) above-grade valve cabinet suitable for exterior commercial splash pad applications.

B. Provide within the valve cabinet a Schedule 80 PVC, 3-inch manifold with ball valves dedicated to seven (7) individual 1-inch feature lines.

C. Provide one (1) 2-inch pressure control valve.

D. Provide one (1) 2-inch shutoff valve.

E. Provide all fittings, connections, supports, and accessories required for a complete installation.

F. Valve cabinet and control components shall be compatible with the proposed splash pad system.

2.04 CONTROL SYSTEM

A. Provide one (1) zone timer interface to control operation of the splash pad.

B. The timer interface shall be programmable for two (2) opening times and two (2) closing times per day, providing two operating windows per day, seven days per week.

C. Provide one (1) electrical activator bollard with touch-sensor button located within the splash pad area.

D. Provide a 120-volt, single-phase electrical breaker panel mounted on the side of the valve cabinet.

E. Provide all controls, wiring within the splash pad equipment system, enclosures, connections, and accessories necessary for complete operation.

2.05 DRAINAGE

A. Provide one (1) 4-inch PVC wastewater line connected to a drain box located at the center of the splash pad.

B. Extend the wastewater line to daylight at a location designated or approved by the City prior to construction.

C. Provide all fittings, connections, excavation, bedding, backfill, and other incidental materials required for a complete gravity-drain installation.

2.06 CONCRETE

A. Concrete shall have a minimum compressive strength of 3,500 psi.

B. Provide a concrete splash pad deck six (6) inches thick in the field.

C. Provide a perimeter turndown twelve (12) inches deep and eight (8) inches wide along the circular perimeter.

D. Reinforce the perimeter turndown with one (1) continuous No. 5 reinforcing bar located four (4) inches from the bottom of the footing.

E. Reinforce the six (6) inch concrete deck with welded wire reinforcement.

F. Provide a four (4) inch thick compacted No. 57 stone base beneath the concrete.

PART 3 – EXECUTION

3.01 SITE PREPARATION

A. Verify existing conditions prior to beginning Work.

B. Remove unsuitable material as necessary and prepare the subgrade to receive the proposed splash pad improvements.

C. Compact the prepared subgrade to a minimum of 95 percent of maximum dry density as determined by the Standard Proctor test.

D. Establish grades necessary to provide positive drainage and support the proposed improvements.

3.02 AGGREGATE BASE

A. Place No. 57 stone beneath the concrete splash pad deck to a compacted thickness of four (4) inches.

B. Place and compact aggregate to provide a firm, uniform base for concrete construction.

3.03 CONCRETE INSTALLATION

A. Construct the splash pad concrete deck six (6) inches thick with the perimeter turndown specified herein.

B. Install reinforcing steel and welded wire reinforcement in the locations specified.

C. Provide a broomed concrete finish on the five (5) foot wide dry walk around the perimeter.

D. Construct the concrete surface to provide positive drainage to the primary drain box without depressions or irregularities that result in standing water.

E. Cross slopes toward the primary drain box shall not exceed three (3) percent.

F. Saw-cut contraction joints to a depth equal to approximately one-third (1/3) of the slab thickness.

G. Space saw-cut joints approximately ten (10) feet on center each way.

H. Complete saw cutting within twenty-four (24) hours following concrete placement.

I. Place concrete only under weather conditions suitable for proper placement, finishing, and curing. Protect freshly placed concrete from precipitation, excessive wind, temperature extremes, and other conditions that may adversely affect the appearance, durability, or integrity of the finished concrete.

J. Unless otherwise approved by the Engineer, concrete placement shall occur when ambient temperatures are between 45 degrees F and 90 degrees F.

3.04 SPLASH PAD EQUIPMENT INSTALLATION

A. Install the splash pad system in accordance with the approved layout, approved submittals, and manufacturer's written instructions.

B. Install spray features in the quantities and general arrangements approved by the Owner and Engineer.

C. Install each spray feature using the specified encased, interchangeable mounting system.

D. Coordinate equipment installation with concrete construction to ensure proper elevations, alignment, anchorage, and drainage.

E. Approval of the proposed layout or equipment shall not relieve the Contractor of responsibility for proper installation or performance of the completed splash pad system.

3.05 PIPING AND CONTROLS

A. Install the valve cabinet, manifold, valves, feature lines, controls, activator, electrical panel, and associated equipment in accordance with the manufacturer's recommendations and approved layout.

B. Coordinate all piping and equipment locations to avoid conflicts with concrete reinforcing, drainage piping, electrical components, and other Work.

C. Provide seven (7) individual 1-inch feature lines connected to the Schedule 80 PVC manifold.

D. Install the 4-inch PVC wastewater line from the center drain box to the approved daylight location or location determined by the owner.

3.06 UTILITY CONNECTIONS

A. Coordinate water and electrical requirements with the city.

B. Terminate Contractor-provided water system components at the connection point established by the City at the valve cabinet.

C. Coordinate the electrical panel installation with the electrical service and final connection provided by the city.

D. Do not place the splash pad into operation until required utility connections have been completed.

3.07 TESTING AND COMMISSIONING

A. Upon completion of installation, test the complete splash pad system to verify proper operation.

B. Verify operation of each spray feature, valve, control, timer, activator, drain, and other system component.

C. Adjust spray features and controls as necessary to provide proper operation and the intended spray patterns.

D. Verify that the splash pad deck drains properly and that no unacceptable areas of standing water remain.

E. Correct deficiencies identified during testing prior to final commissioning.

F. Approved-equal equipment shall be required to achieve the same overall functional and performance requirements established by this Section.

3.08 TRAINING AND CLOSEOUT

A. At commissioning, provide training to designated City personnel regarding operation and routine maintenance of the splash pad system.

B. Provide the Owner with all necessary operation and maintenance manuals.

C. Provide record/as-built drawings showing the final installed configuration of the splash pad system, including equipment, piping, controls, drainage, and other concealed components.

D. Provide all required warranty documentation.

3.09 RESTORATION

A. Restore areas disturbed by splash pad construction.

B. Final-grade disturbed areas to provide positive drainage.

C. Seed and straw disturbed areas upon completion of construction.

END OF SECTION

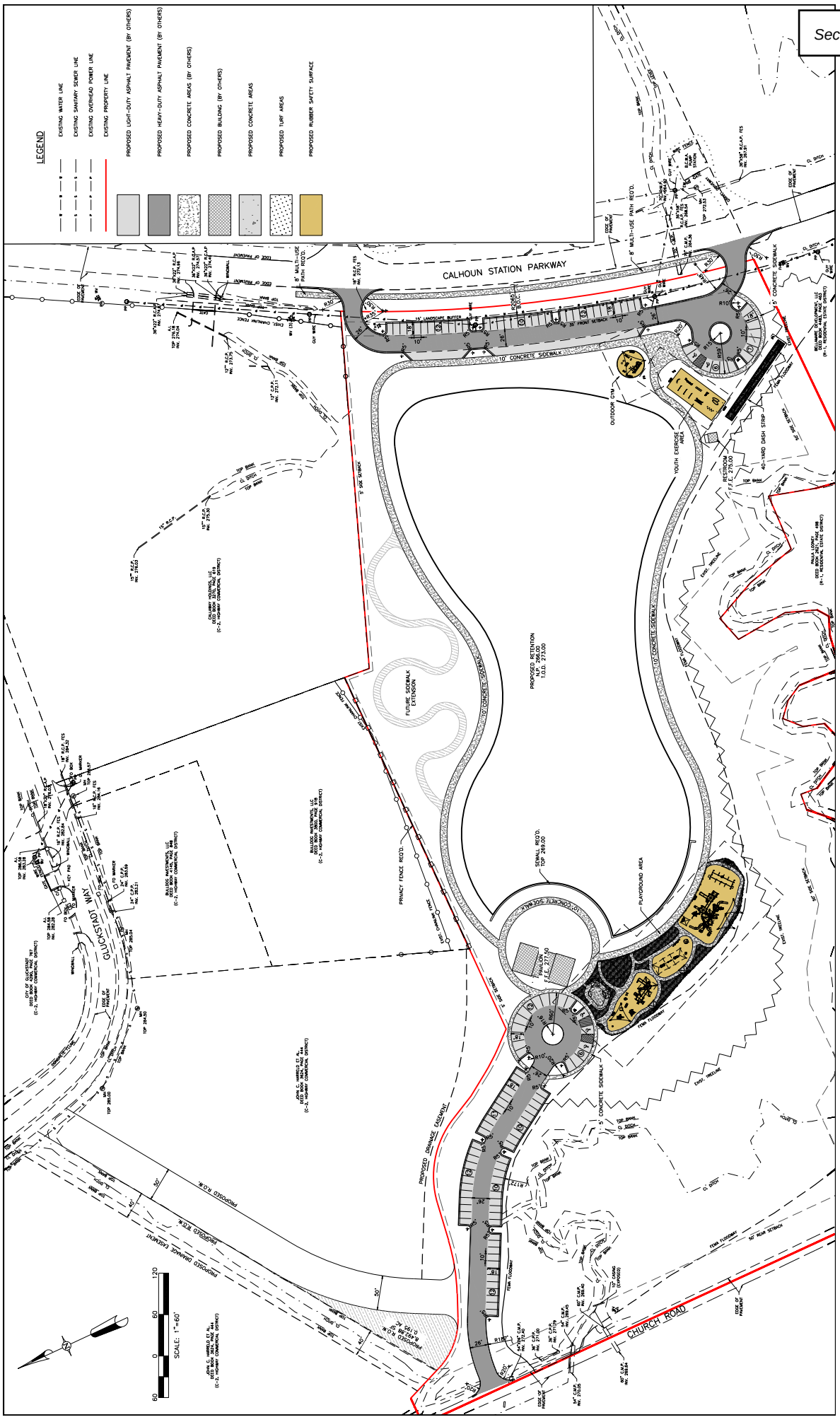

LEGEND
EXISTING WATER LINE
EXISTING SANITARY SEWER LINE
EXISTING OVERHEAD POWER LINE
EXISTING PROPERTY LINE
PROPOSED LIGHT-DUTY ASPHALT PAVEMENT (BY OTHERS)
PROPOSED HEAVY-DUTY ASPHALT PAVEMENT (BY OTHERS)
PROPOSED CONCRETE AREAS (BY OTHERS)
PROPOSED BUILDING (BY OTHERS)
PROPOSED CONCRETE AREAS
PROPOSED TURF AREAS
PROPOSED RUBBER SAFETY SURFACE
CALHOUN STATION PARKWAY
8' MULTI-USE PATH REQ'D.
10' CONCRETE SIDEWALK
5' CONCRETE SIDEWALK
15' LANDSCAPE BUFFER
25' FRONT SETBACK
5' SIDE SETBACK
OUTDOOR GYM
YOUTH EXERCISE AREA
RESTROOM F.F.E. 277.00
40'-HARD DASH STRIP
PROPOSED RETENTION N.P. 266.00 T.O.B. 274.00
FUTURE SIDEWALK EXTENSION
PRIVACY FENCE REQ'D.
PLAYGROUND AREA
PAVILION F.F.E. 277.00
PROPOSED DRAINAGE EASEMENT
PROPOSED R.O.W.
PROPOSED DRAINAGE EASEMENT
50' R/W SETBACK
CHURCH ROAD
GLUCKSTADT WAY
SCALE: 1"=60'
120
60
0
60
EXHIBIT 1

EXHIBIT 2


YOUTH EXERCISE AREA
AGILITY STEPS
MONKEYBARS
VAULT WALLS
BALANCE WALK
START/STOP BOLLARDS
AGILITY PLATFORMS
NET WALL
PARALLEL BARS (42" HEIGHT)
ROCK CLIMBING/NET WALL
6' BENCH W/BACK (THERMOCOAT)
SIGN W/18"x24" BCBS DEDICATION PLAQUE
SIGN
NOTES:
1. ALL EQUIPMENT SHALL BE YOUTH SIZED.
2. SEE SPECS FOR EXERCISE STATIONS/ FREETSTANDING EQUIPMENT REQUIREMENTS.
OUTDOOR GYM
6' BENCH W/BACK (THERMOCOAT)
EXERCISE STATIONS
14' EQUILATERAL SHADE STRUCTURE (35'X35'X35')
NOTE: SEE SPECS FOR EXERCISE STATIONS/ FREETSTANDING EQUIPMENT REQUIREMENTS.
10 0 10 20
SCALE: 1"=10'
LEGEND
PROPOSED LIGHT-DUTY ASPHALT PAVEMENT (BY OTHERS)
PROPOSED HEAVY-DUTY ASPHALT PAVEMENT (BY OTHERS)
PROPOSED CONCRETE AREAS (BY OTHERS)
PROPOSED BUILDING (BY OTHERS)
PROPOSED CONCRETE AREAS
PROPOSED TURF AREAS
PROPOSED RUBBER SAFETY SURFACE
RESTROOM
40-YARD DASH STRIP
TURF
PLAYGROUND AREA
4' GATE
10' CANTILEVER UMBRELLA (12'X12')
CONCRETE BENCH W/ROUNDED EDGES
POP JET
SPLASH PAD
SAIL CANOPY
4' IRON FENCE
18"x24" BCBS DEDICATION SIGN
14' EQUILATERAL SHADE STRUCTURE (30'X30'X30')
6' BENCH W/BACK (THERMOCOAT)
DUAL SPINNING SEAT
SIGN
CRAWL TUBE
GROUND-LEVEL CLIMBER
ASSORTED PANELS
ACCESSIBLE RAMP
DUAL SLIDE
ACCESSIBLE CLIMBER
CLIMBING STEPS
RINGS
SPINNING SEAT
TODDLER/CRAWLER PLAYSET
PLAYHOUSE
CLIMBING WALL
SWING SET W/ ASSORTED SWINGS
SENSORY WALL
SPINNING PLATFORM
3-BAY SHADE STRUCTURE
ROCKING SEAT
3-SIDED CLIMBING PLATFORM
TUBE SLIDE
TIN ROOF
ACCESSIBLE CLIMBER
ROCKING PLATFORM
ZIP TRACK
CLIMBING WALL
OVERHEAD LOOP LADDER
CLIMBING STEPS
TOWER TUBE SLIDE
CURVED CLIMBER
CONNECTOR CLIMBER
TOWER OVERLOOK
BRIDGE
VERTICAL CLIMBER
TOWER SPIRAL SLIDE
ANGLED CLIMBER
14' SAIL CANOPY
TOWER PLATFORM (6'-12' VARIABLE HEIGHTS)
TOWER PLATFORM (4'-10' VARIABLE HEIGHTS)
EQUILATERAL SHADE STRUCTURE
14' EQUILATERAL SHADE STRUCTURE (25'X25'X25')
NOTE: SEE SPECS FOR EXERCISE STATIONS/ FREETSTANDING EQUIPMENT REQUIREMENTS.

BID FROM:
Wildstone Construction Services, LLC
849 Highway 49N
Flora, MS 39071

City of Gluckstadt

343 Distribution Drive

Gluckstadt, MS

Bid Date: October 2, 2026

SEALED BID FOR:
Playground for Gluckstadt Community Park

Certificate of Responsibility No. 22938-MC



Advertisement for Bids - Gluckstadt Community Park

City of Gluckstadt

Project documents obtained from www.CentralBidding.com
01-Oct-2026 03:31:29 PM

CONSTRUCTION DOCUMENTS

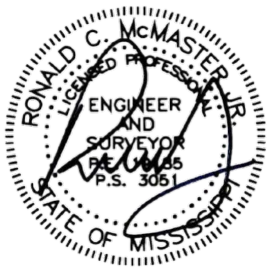
For
PLAYGROUND FOR GLUCKSTADT COMMUNITY PARK

Located in
CITY OF GLUCKSTADT
MADISON COUNTY, MISSISSIPPI

Prepared for
MAYOR AND BOARD OF ALDERMEN
CITY OF GLUCKSTADT, MISSISSIPPI



Prepared by
McMaster & Associates, Inc.
212 Waterford Square
Suite 300
Madison, Mississippi 39110



MA Project No. M-3442-1
September 3, 2026



Advertisement for Bids - Gluckstadt Community Park
City of Gluckstadt

Project documents obtained from www.CentralBidding.com
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ADDENDUM NO. ONE (1)

September 21, 2026

McMaster & Associates, Inc.
212 Waterford Square, Suite 300
Madison, MS 39110
601-605-1090

ADDENDUM NO. ONE (1)
Playground for Gluckstadt Community Park
City of Gluckstadt, Mississippi
McMaster & Associates, Inc. – M-3442-1

Plan Holders,
The following changes and clarifications are hereby made a part of and take precedence over conflicting sections of Construction Documents.

GENERAL INFORMATION AND CLARIFICATIONS:

1.1 The Pre-Bid Meeting for the above-referenced project was held on September 15, 2026, at 1:00 p.m. The pre-bid meeting minutes and sign-in sheet are attached.

1.2 Do not remove any portion of the construction documents when submitting your bid. This means all pages of the construction documents which will include the Bid Bond, Bid Proposal & Bid Form, Non-Collusion Affidavit (in-duplicate), Addendums, etc. as shown on the Bidders Checklist and Instructions to Bidders.

1.3 Prospective Bidders may propose additional manufacturers or vendors for the playground equipment, fitness equipment, splash pad equipment, and other similar items beyond those identified in the Contract Documents. Any proposed manufacturer, vendor, or product must, at a minimum, meet or exceed the applicable requirements and specifications of the Contract Documents. Requests for consideration of additional manufacturers or vendors must be submitted prior to bid opening by email to kohl@mcmastereng.com. Requests received after bid opening will not be considered as approved manufacturers or vendors for purposes of bidding. After bids have been received, any substitutions proposed will be subject to review and may only be used if approved and accepted by the Owner.

PERTAINING TO THE CONSTRUCTION DOCUMENTS:

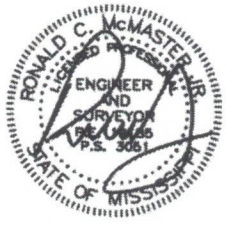
1.4 Revised Section 116800 – Splash Pad System. Section 1.02, Paragraph C – revised to a minimum of 70 gallons per minute (GPM) or greater.

1.5 Revised Section 023000 – Exhibits 1 & 2 to include playground equipment heights, revised gate locations, BCBS sign locations, clarified shade structure and umbrella heights and widths, and revised turf areas.

ADDENDUM NO. ONE (1)

Please acknowledge this addendum by signing and emailing it back and enclosing it with your bid proposal.

Ron McMaster, Jr. P.E., P.S.



Acknowledge and email back:
kohl@mcmastereng.com
brandon@mcmastereng.com

Company Name: Wildstone Construction Services LLC

By: Emily Reid

END OF ADDENDUM NO. ONE (1)

McMASTER & ASSOCIATES, INC.
CIVIL ENGINEERS & LAND SURVEYORS

Pre-Bid Meeting Minutes

Project: Playground for Gluckstadt Community Park
City of Gluckstadt, Mississippi

Meeting Date: Pre-Bid – September 15, 2026, 1:00 p.m.

- **Bid Date/Time –** October 2, 2026, until 2:00 p.m. at City Hall, 343 Distribution Drive, Gluckstadt, MS 39110,
  - Electronic bids can be received at www.centralbidding.com
- **Sign-in Sheet**
  - Meeting was called to order and sign in sheet passed.
- **Bidding Information**
  - Contract Time was discussed.
    The awarded contractor must complete all Work by August 31, 2027.
    Liquidated damages - $750 per calendar day
- **Bidding Schedule**
  - Pre-Bid Meeting: September 15, 2026, at 1:00 P.M.
  - Addendum No.1 will be issued by Friday, September 18, 2026, and will include the pre-bid meeting minutes.
  - Last Day for Questions: Friday, September 25, 2026. Questions must be received by 5:00 P.M. Central Time.
  - All Bidding Questions **MUST** be submitted in writing (emailed) to McMaster & Associates, Inc. to kohl@mcmastereng.com
  - The last Addendum (if necessary) will be issued: Tuesday, September 29, 2026
  - All Addenda must be signed and submitted with the contractors bid.
  - Do not remove any pages of the Construction Documents when submitting your bid.
- **Project Discussion, Questions, Answers, & Clarifications**
  - Work generally includes construction and installation of playground improvements, splash pad improvements, outdoor fitness improvements, sidewalks and concrete areas, artificial turf and surfacing, fencing, some minor grading and drainage, etc.
  - (3) BCBS Grant Recognition Sign: Furnish and install (3) three 18-inch wide by 24-inch-high aluminum sign panel, with white background, blue border, blue and black lettering/graphics, and BCBS Foundation logos, generally consistent with the sign image provided with this Addendum. Sign shall be mounted on one (1) 2-inch × 2-inch galvanized square steel post set in concrete. Final sign layout, colors, wording, graphics, mounting height, and location shall be submitted to and approved by the Owner prior to fabrication and ordering.
  - The splash pad flow-through drain system should have a design flow rate of not less than 70 gallons per minute (GPM). The original flow-through drain system minimum flow rate was 40 (GPM).
  - Playground & Fitness area surfacing shall be Poured in Place Rubber Safety Surfacing – 60/40 Beige/Black
  - The concrete bench knee walls at the splash pad must have rounded edges at all corners and sides.
  - The estimate for the proposed project ranges from $1,600,000 to $2,000,000

- The existing site generally slopes to the south. Finished grades shall generally follow the existing ground contours and provide positive drainage toward the south side of the site. The Contractor shall grade the area as necessary to prevent ponding and maintain positive drainage throughout the site, while maintaining all required ADA-compliant slopes, cross slopes, transitions, and accessible routes. The Contractor shall review the proposed site layout and grading and ensure positive drainage is maintained throughout the site, particularly at transitions between rubber play surfacing, artificial turf, sidewalks, and other surface materials. Where necessary to prevent ponding or trapped water, the Contractor shall provide and install small area inlets, perforated drainage pipe, and/or other incidental drainage improvements required to provide adequate drainage. Perforated drainage piping shall be installed at appropriate grades and shall daylight to the southwest side of the site, away from the proposed pond.

  The completed site shall provide positive drainage with no areas of standing or ponded water.
- The splash pad shall include a 4-inch PVC wastewater drain. The Contractor shall include all costs associated with furnishing and installing approximately 100 linear feet of 4-inch PVC drainpipe and connecting the drain to a junction box. The final location of the junction box shall be determined by the Owner/Engineer.

MEETING ADJOURNED

McMASTER & ASSOCIATES, INC.
CIVIL ENGINEERS & LAND SURVEYORS
212 WATERFORD SQUARE
SUITE 300
MADISON, MS 39110
601.605.1090

Date: September 15, 2026

Playground for Gluckstadt Community Park

City of Gluckstadt, MS

NAME	ORGANIZATION	PHONE	EMAIL
Kohl Bailey	McMaster & Associates, Inc.	601-594-0677	Kohl@mcmastereng.com
Zach Ford	Struthers Recreation	662-426-2033	ZACH@STRUTHERSREC.com
Parker Lohman	Pinnacle Construction	601-850-8935	Parker@pcgms.com
Swayze Cryer	Swayze Construction Company LLC	601-405-4623	Swayze@SwayzeConstructionCO.com
Jackson Black	We Build Fun	601-317-5302	jackson@Webuildfun.com
Alan Mumbower	Pelican Playgrounds	504-422-8774	amumbower@pelicanplaygrounds.com
Alex Wilcox	Pelican Playgrounds	601-516-4511	awilcox@pelicanplaygrounds.com
Mayra Prado	EOZ Build and Design LLC	769-231-2009	mayrap@eozconstruction.com
Will Russell	Mills Contracting	601-218-9662	Wrussell@millscontracting.net
Brock Beck	Great Southern Recreation	601-609-2780	brock@greatsouthernrec.com



THIS PLAYGROUND WAS MADE POSSIBLE

THANKS TO

FUNDS PROVIDED BY

Blue Cross & Blue Shield of Mississippi Foundation

SECTION 116800
SPLASH PAD SYSTEM

PART 1 – GENERAL

1.01 DESCRIPTION

A. This Section includes furnishing all labor, materials, equipment, tools, supervision, transportation, services, and incidentals necessary for the complete design, purchase, delivery, installation, testing, commissioning, and startup of a flow-through/gravity-drain splash pad system.

B. The splash pad shall have a circular footprint approximately 30 feet in diameter. Within the splash pad footprint, provide a five (5) foot wide dry walk around the perimeter with a broomed concrete finish.

C. The Work shall include, but not necessarily be limited to, site preparation, subgrade preparation, aggregate base, reinforced concrete construction, drainage, piping, valves, valve cabinet, controls, electrical activator, spray features, equipment mounting systems, utility connections within the Contractor's scope, testing, commissioning, training, restoration, and all appurtenances necessary to provide a complete and operational splash pad system.

D. Furnish and install all incidental materials, equipment, accessories, fittings, connections, supports, anchors, hardware, and other components reasonably necessary for a complete and functional installation, whether specifically identified herein or not.

1.02 DESIGN REQUIREMENTS

A. Provide a complete flow-through/gravity-drain splash pad system.

B. The splash pad shall have a circular footprint approximately 30 feet in diameter with a five (5) foot wide dry walk around the perimeter.

C. Design the splash pad system to accommodate a water flow rate of approximately 70 gallons per minute (GPM) or greater

D. Provide positive drainage throughout the splash pad area. Slopes shall be constructed to prevent ponding, standing water, or "birdbath" conditions.

E. Cross slopes toward the primary drain box shall not exceed three (3) percent.

F. Spray features shall be installed using encased, interchangeable mounting systems that allow individual spray features to be removed, repaired, or replaced without demolition of the surrounding concrete.

G. Products identified herein by manufacturer and model number are provided as the Basis of Design and are intended to establish the minimum required type, quality, function, performance, durability, and general aesthetic character of the splash pad system.

H. Equivalent products from other manufacturers may be provided as an approved equal, subject to review and approval by the Engineer and Owner in accordance with the Contract Documents.

I. Proposed equivalent products shall meet or exceed the performance, materials, quality, durability, functionality, maintainability, and general aesthetic intent of the Basis-of-Design products specified herein.

J. Acceptance of a proposed equal shall not relieve the Contractor from responsibility for providing a complete, coordinated, and fully functional splash pad system meeting all requirements of the Contract Documents.

1.03 SUBMITTALS

A. Following award and prior to ordering equipment or beginning construction of the splash pad, submit complete splash pad system information to the Engineer and Owner for review and approval.

B. Submit renderings and a proposed splash pad layout demonstrating that the proposed system meets the intent and requirements of the Contract Documents.

C. The proposed layout shall include, at a minimum:

1. Overall splash pad dimensions and configuration.
2. Limits and dimensions of the five (5) foot wide dry walk.
3. Location and identification of each spray feature.
4. Manufacturer and model number of each proposed spray feature.
5. Location of the primary drain box.
6. Proposed valve cabinet location.
7. Location of the electrical activator bollard.
8. General routing of feature piping.
9. Proposed wastewater discharge/daylight location.
10. Proposed utility connection locations.
11. General drainage and slope configuration.

D. Submit manufacturer's product data for all spray features, mounting systems, valve cabinet, valves, manifold, controls, timer interface, activator, and other manufactured components of the splash pad system.

E. Submit manufacturer's written installation requirements and recommendations for all splash pad equipment.

F. Where products other than the specified Basis-of-Design products are proposed, clearly identify each proposed substitution or equivalent product and submit sufficient documentation demonstrating compliance with the requirements of this Section.

G. Documentation for proposed equivalent products shall include, as applicable:

1. Manufacturer's name.
2. Product name and model number.
3. Product data and technical information.
4. Materials of construction.
5. Dimensions and configuration.
6. Flow and performance information.
7. Mounting and installation requirements.
8. Warranty information.
9. Comparison with the specified Basis-of-Design product.
10. Renderings, photographs, or other information necessary to demonstrate equivalent aesthetic and functional characteristics.

H. The Engineer and Owner reserve the right to reject proposed equivalent products that do not demonstrate compliance with the requirements and design intent of the Contract Documents.

1.04 FIELD VERIFICATION

A. Prior to beginning construction, verify existing site conditions, elevations, utility locations, and other conditions affecting installation of the splash pad.

B. Verify that the existing subgrade is suitable for construction. Prepare and compact subgrade beneath the splash pad improvements to a minimum of 95 percent of maximum dry density as determined by the Standard Proctor test.

C. Notify the Engineer of unsuitable or unstable conditions encountered prior to proceeding with construction of the affected Work.

1.05 COORDINATION

A. Coordinate the splash pad installation with the Owner, Engineer, equipment manufacturer, utility providers, and other contractors performing Work at the Project site.

B. The location of the above-grade valve cabinet shall be within a greenspace and shall be approved by the City prior to installation.

C. The location where the splash pad wastewater line daylights shall be designated or approved by the City prior to installation.

D. Coordinate the locations of spray features, piping, drainage, electrical components, concrete reinforcing, and other Work to provide a complete and properly functioning system.

1.06 OWNER-PROVIDED UTILITY WORK

A. The City of Gluckstadt will provide electrical power to the electrical panel located at the valve cabinet and will make the electrical connection to the cabinet electrical panel prior to startup.

B. The City of Gluckstadt will provide the water supply to the valve cabinet and will provide a pressure-reducing valve, if required, and a properly sized backflow preventer.

C. Coordinate the Contractor's Work with the utility connection points provided by the City.

1.07 WARRANTIES

A. Provide warranties commencing on the date of splash pad commissioning as follows:

1. General Contractor's Warranty: One (1) year.
2. Valve Cabinet Manufacturer's Warranty: Three (3) years.
3. Spray Feature Manufacturer's Warranty: Three (3) years.
4. Concrete Warranty: Three (3) years.

B. Proposed approved-equal equipment shall provide warranties meeting or exceeding the warranty periods specified herein.

C. Submit written warranty documentation to the Owner as part of the Project closeout documents.

PART 2 – PRODUCTS

2.01 GENERAL

A. Furnish new materials and equipment suitable for their intended use and compatible with the complete splash pad system.

B. Splash pad components shall be designed and manufactured for commercial outdoor splash pad applications.

C. Components of the splash pad system shall be compatible with one another and shall be coordinated by the Contractor and splash pad equipment supplier/manufacturer.

D. Products identified by manufacturer and model are Basis-of-Design products. Approved equivalent products meeting or exceeding the specified requirements may be provided subject to the requirements of this Section and the Contract Documents.

2.02 SPRAY FEATURES

A. Spray features manufactured by Raindrop Products, LLC are identified as the Basis of Design and establish the minimum type, quality, performance, function, durability, and general aesthetic character required.

B. Equivalent products manufactured by others may be provided as approved equals, subject to review and approval by the Engineer and Owner.

C. Provide the following spray features:

1. Two (2) slanted surface sprays.
   Basis of Design: Raindrop Slant Finger Jets, or approved equal.

2. Four (4) interwoven multi-jet surface sprays.
   Basis of Design: Raindrop Basket Weaver, or approved equal.
3. Two (2) vertical cone surface sprays.
   Basis of Design: Raindrop Mini Popcorn Jet or approved equal.
4. Two (2) integrated vertical jets arranged in a curved pattern.
   Basis of Design: Raindrop Low Flow Curved Pop Jet, 48-inch Radius, or approved equal.
5. One (1) tunnel-effect surface spray.
   Basis of Design: Raindrop Tunnel Arch 6, or approved equal.

D. Approved-equal spray features shall provide spray patterns, coverage, interaction, function, and general visual character comparable to the Basis-of-Design features.

E. Provide each spray feature with an encased, interchangeable mounting system that permits removal, repair, or replacement of the individual spray feature without demolition of the surrounding concrete.

F. Provide all piping, fittings, connections, mounting components, and accessories required for complete installation and operation of the spray features.

2.03 VALVE CABINET AND WATER CONTROLS

A. Provide one (1) above-grade valve cabinet suitable for exterior commercial splash pad applications.

B. Provide within the valve cabinet a Schedule 80 PVC, 3-inch manifold with ball valves dedicated to seven (7) individual 1-inch feature lines.

C. Provide one (1) 2-inch pressure control valve.

D. Provide one (1) 2-inch shutoff valve.

E. Provide all fittings, connections, supports, and accessories required for a complete installation.

F. Valve cabinet and control components shall be compatible with the proposed splash pad system.

2.04 CONTROL SYSTEM

A. Provide one (1) zone timer interface to control operation of the splash pad.

B. The timer interface shall be programmable for two (2) opening times and two (2) closing times per day, providing two operating windows per day, seven days per week.

C. Provide one (1) electrical activator bollard with touch-sensor button located within the splash pad area.

D. Provide a 120-volt, single-phase electrical breaker panel mounted on the side of the valve cabinet.

E. Provide all controls, wiring within the splash pad equipment system, enclosures, connections, and accessories necessary for complete operation.

2.05 DRAINAGE

A. Provide one (1) 4-inch PVC wastewater line connected to a drain box located at the center of the splash pad.

B. Extend the wastewater line to daylight at a location designated or approved by the City prior to construction.

C. Provide all fittings, connections, excavation, bedding, backfill, and other incidental materials required for a complete gravity-drain installation.

2.06 CONCRETE

A. Concrete shall have a minimum compressive strength of 3,500 psi.

B. Provide a concrete splash pad deck six (6) inches thick in the field.

C. Provide a perimeter turndown twelve (12) inches deep and eight (8) inches wide along the circular perimeter.

D. Reinforce the perimeter turndown with one (1) continuous No. 5 reinforcing bar located four (4) inches from the bottom of the footing.

E. Reinforce the six (6) inch concrete deck with welded wire reinforcement.

F. Provide a four (4) inch thick compacted No. 57 stone base beneath the concrete.

PART 3 – EXECUTION

3.01 SITE PREPARATION

A. Verify existing conditions prior to beginning Work.

B. Remove unsuitable material as necessary and prepare the subgrade to receive the proposed splash pad improvements.

C. Compact the prepared subgrade to a minimum of 95 percent of maximum dry density as determined by the Standard Proctor test.

D. Establish grades necessary to provide positive drainage and support the proposed improvements.

3.02 AGGREGATE BASE

A. Place No. 57 stone beneath the concrete splash pad deck to a compacted thickness of four (4) inches.

B. Place and compact aggregate to provide a firm, uniform base for concrete construction.

3.03 CONCRETE INSTALLATION

A. Construct the splash pad concrete deck six (6) inches thick with the perimeter turndown specified herein.

B. Install reinforcing steel and welded wire reinforcement in the locations specified.

C. Provide a broomed concrete finish on the five (5) foot wide dry walk around the perimeter.

D. Construct the concrete surface to provide positive drainage to the primary drain box without depressions or irregularities that result in standing water.

E. Cross slopes toward the primary drain box shall not exceed three (3) percent.

F. Saw-cut contraction joints to a depth equal to approximately one-third (1/3) of the slab thickness.

G. Space saw-cut joints approximately ten (10) feet on center each way.

H. Complete saw cutting within twenty-four (24) hours following concrete placement.

I. Place concrete only under weather conditions suitable for proper placement, finishing, and curing. Protect freshly placed concrete from precipitation, excessive wind, temperature extremes, and other conditions that may adversely affect the appearance, durability, or integrity of the finished concrete.

J. Unless otherwise approved by the Engineer, concrete placement shall occur when ambient temperatures are between 45 degrees F and 90 degrees F.

3.04 SPLASH PAD EQUIPMENT INSTALLATION

A. Install the splash pad system in accordance with the approved layout, approved submittals, and manufacturer's written instructions.

B. Install spray features in the quantities and general arrangements approved by the Owner and Engineer.

C. Install each spray feature using the specified encased, interchangeable mounting system.

D. Coordinate equipment installation with concrete construction to ensure proper elevations, alignment, anchorage, and drainage.

E. Approval of the proposed layout or equipment shall not relieve the Contractor of responsibility for proper installation or performance of the completed splash pad system.

3.05 PIPING AND CONTROLS

A. Install the valve cabinet, manifold, valves, feature lines, controls, activator, electrical panel, and associated equipment in accordance with the manufacturer's recommendations and approved layout.

B. Coordinate all piping and equipment locations to avoid conflicts with concrete reinforcing, drainage piping, electrical components, and other Work.

C. Provide seven (7) individual 1-inch feature lines connected to the Schedule 80 PVC manifold.

D. Install the 4-inch PVC wastewater line from the center drain box to the approved daylight location or location determined by the owner.

3.06 UTILITY CONNECTIONS

A. Coordinate water and electrical requirements with the city.

B. Terminate Contractor-provided water system components at the connection point established by the City at the valve cabinet.

C. Coordinate the electrical panel installation with the electrical service and final connection provided by the city.

D. Do not place the splash pad into operation until required utility connections have been completed.

3.07 TESTING AND COMMISSIONING

A. Upon completion of installation, test the complete splash pad system to verify proper operation.

B. Verify operation of each spray feature, valve, control, timer, activator, drain, and other system component.

C. Adjust spray features and controls as necessary to provide proper operation and the intended spray patterns.

D. Verify that the splash pad deck drains properly and that no unacceptable areas of standing water remain.

E. Correct deficiencies identified during testing prior to final commissioning.

F. Approved-equal equipment shall be required to achieve the same overall functional and performance requirements established by this Section.

3.08 TRAINING AND CLOSEOUT

A. At commissioning, provide training to designated City personnel regarding operation and routine maintenance of the splash pad system.

B. Provide the Owner with all necessary operation and maintenance manuals.

C. Provide record/as-built drawings showing the final installed configuration of the splash pad system, including equipment, piping, controls, drainage, and other concealed components.

D. Provide all required warranty documentation.

3.09 RESTORATION

A. Restore areas disturbed by splash pad construction.

B. Final-grade disturbed areas to provide positive drainage.

C. Seed and straw disturbed areas upon completion of construction.

END OF SECTION

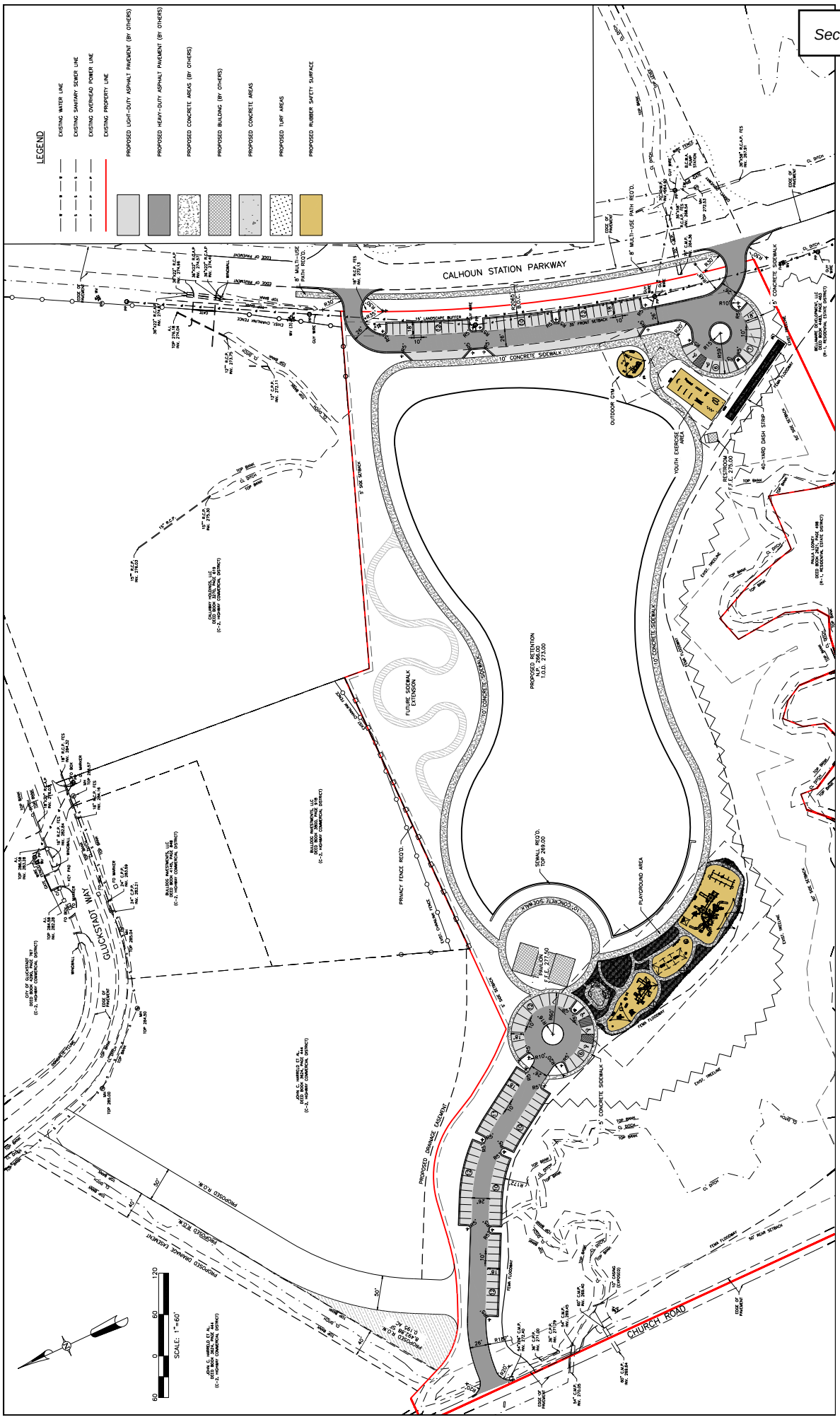

LEGEND
EXISTING WATER LINE
EXISTING SANITARY SEWER LINE
EXISTING OVERHEAD POWER LINE
EXISTING PROPERTY LINE
PROPOSED LIGHT-DUTY ASPHALT PAVEMENT (BY OTHERS)
PROPOSED HEAVY-DUTY ASPHALT PAVEMENT (BY OTHERS)
PROPOSED CONCRETE AREAS (BY OTHERS)
PROPOSED BUILDING (BY OTHERS)
PROPOSED CONCRETE AREAS
PROPOSED TURF AREAS
PROPOSED RUBBER SAFETY SURFACE
CALHOUN STATION PARKWAY
8' MULTI-USE PATH REQ'D.
10' CONCRETE SIDEWALK
5' CONCRETE SIDEWALK
15' LANDSCAPE BUFFER
35' FRONT SETBACK
5' SIDE SETBACK
OUTDOOR GYM
YOUTH EXERCISE AREA
RESTROOM F.F.E. 277.00
40'-YARD DASH STRIP
PROPOSED RETENTION N.P. 266.00 I.E.U.D. 264.00
FUTURE SIDEWALK EXTENSION
PRIVACY FENCE REQ'D.
PLAYGROUND AREA
PAVILION F.F.E. 277.00
PROPOSED DRAINAGE EASEMENT
PROPOSED R.O.W.
PROPOSED DRAINAGE EASEMENT
GLUCKSTADT WAY
CHURCH ROAD
50' RUM SETBACK
SCALE: 1"=60'
120
60
0
60

EXHIBIT 1

EXHIBIT 2


YOUTH EXERCISE AREA
AGILITY STEPS
MONKEYBARS
VAULT WALLS
BALANCE WALK
START/STOP BOLLARDS
AGILITY PLATFORMS
NET WALL
PARALLEL BARS (42" HEIGHT)
ROCK CLIMBING/NET WALL
6' BENCH W/BACK (THERMOCOAT)
SIGN W/18"x24" BCBS DEDICATION PLAQUE
SIGN
NOTES:
1. ALL EQUIPMENT SHALL BE YOUTH SIZED.
2. SEE SPECS FOR EXERCISE STATIONS/ FREETSTANDING EQUIPMENT REQUIREMENTS.
OUTDOOR GYM
6' BENCH W/BACK (THERMOCOAT)
EXERCISE STATIONS
14' EQUILATERAL SHADE STRUCTURE (35'X35'X35')
NOTE: SEE SPECS FOR EXERCISE STATIONS/ FREETSTANDING EQUIPMENT REQUIREMENTS.
10 0 10 20
SCALE: 1"=10'
LEGEND
PROPOSED LIGHT-DUTY ASPHALT PAVEMENT (BY OTHERS)
PROPOSED HEAVY-DUTY ASPHALT PAVEMENT (BY OTHERS)
PROPOSED CONCRETE AREAS (BY OTHERS)
PROPOSED BUILDING (BY OTHERS)
PROPOSED CONCRETE AREAS
PROPOSED TURF AREAS
PROPOSED RUBBER SAFETY SURFACE
RESTROOM
6' BENCH W/BACK (THERMOCOAT)
40-YARD DASH STRIP
TURF
SIGN
PLAYGROUND AREA
4' GATE
10' CANTILEVER UMBRELLA (12'X12')
TURF
CONCRETE BENCH W/ROUNDED EDGES
POP JET
SPLASH PAD
SAIL CANOPY
4' IRON FENCE
18"x24" BCBS DEDICATION SIGN
6' BENCH W/BACK (THERMOCOAT)
14' EQUILATERAL SHADE STRUCTURE (30'X30'X30')
DUAL SPINNING SEAT
SIGN
CRAWL TUBE
GROUND-LEVEL CLIMBER
ASSORTED PANELS
ACCESSIBLE RAMP
DUAL SLIDE
ACCESSIBLE CLIMBER
CLIMBING STEPS
SPINNING SEAT
TODDLER/CRAWLER PLAYSET
PLAYHOUSE
CLIMBING WALL
RINGS
SWING SET W/ ASSORTED SWINGS
SENSORY WALL
3-BAY SHADE STRUCTURE
SPINNING PLATFORM
ROCKING SEAT
10' CANTILEVER UMBRELLA (12'X12')
3-SIDED CLIMBING PLATFORM
TUBE SLIDE
TIN ROOF
ACCESSIBLE CLIMBER
ACCESSIBLE RAMP
ROCKING PLATFORM
CLIMBING WALL
OVERHEAD LOOP LADDER
CLIMBING STEPS
TOWER TUBE SLIDE
CURVED CLIMBER
CONNECTOR CLIMBER
TOWER OVERLOOK
TOWER TUBE SLIDE
BRIDGE
VERTICAL CLIMBER
SLIDE
TOWER SPIRAL SLIDE
ANGLED CLIMBER
14' SAIL CANOPY
TOWER PLATFORM (6'-12' VARIABLE HEIGHTS)
TOWER PLATFORM (4'-10' VARIABLE HEIGHTS)
ZIP TRACK
EQUILATERAL SHADE STRUCTURE
14' EQUILATERAL SHADE STRUCTURE (25'X25'X25')
NOTE: SEE SPECS FOR EXERCISE STATIONS/ FREETSTANDING EQUIPMENT REQUIREMENTS.

BIDDER CHECK LIST

(Items requiring completion and/or signature at bid letting)

_____ Envelope has required information on outside and is sealed. (See Section 002113)

_____ Affidavit regarding Non-Collusion, Debarment and Suspension, etc.: Executed (signed and notarized) in duplicate.

_____ Bidder's Proposal - All pages Completed and Executed.

_____ Proposal Guaranty

_____ Any issued addenda included and acknowledged as required.

_____ Non-resident Bidders: A copy of the current laws regarding any preference for local Contractors from state wherein domiciled have been included.

DO NOT remove any part of the contractor documents. A stripped proposal is considered as an irregular bid and will be cause for rejection.

This checklist is to assist the contractor in the submission of a complete Bid Proposal. This checklist in no way relieves the contractor of the responsibility to submit a complete Proposal. Failure to complete any or all of the applicable requirements will be cause for the proposal to be considered irregular.

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END OF SECTION

SECTION 001113
ADVERTISEMENT FOR BIDS

Sealed bids for the construction of the Playground for Gluckstadt Community Park for the City of Gluckstadt, Mississippi, will be received by Public Works at City Hall, 343 Distribution Drive, Gluckstadt, MS 39110, until 2:00 P.M., October 2, 2026, and shortly thereafter publicly opened and read aloud. Electronic bids will be received at www.centralbidding.com and shall include a copy of their Certificate of Responsibility as an attachment to the electronic bid. Bids received after this time will not be accepted and will be returned unopened. All bids shall be clearly marked "PLAYGROUND FOR GLUCKSTADT COMMUNITY PARK" with the date and time of the bid opening on the outside of the sealed envelope. Each bidder shall write his Certificate of Responsibility number and Mississippi License number on the outside of the sealed envelope containing his bid.

A pre-bid meeting will be held on September 15, 2026, at 1:00 P.M. at City Hall located at 343 Distribution Drive, Gluckstadt, MS 39110.

The City of Gluckstadt hereby notifies all Bidders that it will affirmatively ensure that disadvantaged and women-owned business enterprises will be afforded the full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Contract Time is as follows:
The Contractor shall complete all Work by August 31, 2027, based on the anticipated award of the Contract following receipt, review, and approval of bids.

It is recommended by the Owner/Engineer that the bidder submit three projects of similar scope and size for review and evaluation. The contract, if awarded, will be awarded to the lowest and best bidder as determined by the Mayor and Board of Aldermen of the City of Gluckstadt, Mississippi. The Mayor and Board of Aldermen for the City of Gluckstadt, Mississippi reserves the right to reject any and all bids and to waive any informalities or irregularities in the bids received.

Bidders must be qualified under Mississippi Law and show a current Certificate of Responsibility issued by the Mississippi Board of Public Contractors establishing classification as to the value and type of construction work on which he is authorized to bid.

Plans and Contract Documents may be ordered at www.centralbidding.com and are on file at McMaster & Associates, Inc. located at 212 Waterford Square, Suite 300 Madison, Mississippi 39110. Please notify the office in advance if you plan to pick up hard copies of these documents at McMaster & Associates, Inc. For any questions regarding the bid, please contact Kohl Bailey with McMaster & Associates, Inc. by email at kohl@mcmastereng.com or by phone at (601) 605-1090, Ext. 106.

Each bid shall be accompanied by a Certified Check on a solvent bank or a Bidder's Bond issued by a Surety Company licensed to operate in the State of Mississippi, in the amount of five (5) percent of his bid, payable to the City of Gluckstadt, Mississippi as bid security. The successful Bidder will be required to execute a Performance Bond and a Payment Bond, each in the amount of 100 percent of the Contract issued by a Surety company licensed to operate in the State of Mississippi. Bidders shall submit a current financial statement if requested by the city. Attorneys-in-fact who sign Payment Bonds must file with each bond a certified and effective dated copy of their Power of Attorney.

The bidder shall guarantee to hold his bid good and may not withdraw his bid for a period of 60 calendar days after the scheduled closing time for receiving bids.

Publication Dates:
September 3, 2026
September 10, 2026

Mayor Walter C. Morrison, IV,
City of Gluckstadt,
Mississippi

SECTION 002113
INSTRUCTIONS TO BIDDERS

1. **RECEIPT OF BIDS**

The City of Gluckstadt, hereinafter called the Owner, invites bids on the proposal form(s) enclosed, for work described herein, for which all blanks must be appropriately completed. Bids will be received until 2:00 P.M. local time on October 2, 2026, at which time they will be publicly opened and read aloud.

2. Any proposal received after closing time will be returned unopened.

3. Enclosed are contract proposal forms for the project titled "PLAYGROUND FOR GLUCKSTADT COMMUNITY PARK" and all associated items of work necessary for the complete construction of the project.

4. The contract will be awarded to the successful Contractor, based on the lowest and best bid received for the work meeting the outlined requirements of these specifications. All supporting documents (including, but not limited to, Proposal Form, Bid Bond, Non-Collusion Affidavit, etc.) for each contract must be completed and enclosed with the bid for that bid to be eligible for consideration. **DO NOT remove any part of the contract Documents. A stripped proposal is considered as an irregular bid and will be cause for rejection.**

5. Each bid received shall be enclosed in a sealed envelope, the outside of which shall clearly indicate the following:

   a. The name of the Project with date and time of bid opening.

   b. The name of the Bidder and the Bidder's permanent address.

   c. The Bidder's/Contractor's license number as issued by the State Board of Mississippi. (For a bid, the total amount of which is in excess of Fifty Thousand Dollars ($50,000), the bidder must have a Contractor's license number. If the bid is less than Fifty Thousand Dollars, a statement signifying that the bid is not in excess of Fifty Thousand Dollars ($50,000) must be shown on the outside of the sealed envelope containing the bid).

If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to the Owner.

The attention of prospective bidders is directed to all State fees and taxes required for the privilege of doing business within the State.

Any proposal received which does not comply with these provisions will be returned unopened.

6. The name of the Project is:

" PLAYGROUND FOR GLUCKSTADT COMMUNITY PARK "

7. The Bidder understands that the prices/bid included on the proposal form as a part of its bid shall be held good and may not be altered or withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

8. Each bid shall be accompanied by a Certified Check on a solvent bank or a Bidder's Bond issued by a Surety Company licensed to operate in the State of Mississippi, in the amount of five percent of his bid, payable to the City of Gluckstadt, Mississippi as bid security.

9. The successful Bidder will be required to execute a Performance Bond and a Payment Bond, each in the amount of 100 percent of the Contract, issued by a Surety company licensed to operate in the State of Mississippi. Bidders shall submit a current financial statement if requested by the City. Attorneys-in-fact who sign Payment Bonds must file with each bond a certified and effective dated copy of their Power of Attorney.

10. The Owner's intent is to construct and install the improvements for the Playground for Gluckstadt Community Park as described in the Contract Documents.

11. The Contractor shall complete all Work no later than August 31, 2027. Contract time shall commence on the date established in the Notice to Proceed. Failure to achieve completion by August 31, 2027, will result in the assessment of liquidated damages in the amount of $750.00 for each calendar day thereafter until the Work is complete.

12. The Engineer shall provide a Resident Project Representative to observe and document construction of this project. The Contractor(s) shall be responsible for notifying the Engineer and/or its resident project representative (RPR) of days when construction activities will not take place. If the Contractor(s) fails to do so, it shall pay all expenses of the RPR being at the site on those days when work was scheduled to be performed, but was not. The costs incurred by the Engineer or its RPR shall be deducted from the monthly invoices submitted to the Owner for work performed by the Contractor(s).

13. Where a manufacturer, product, or model is identified in the Specifications as the "Basis of Design" or is followed by the words "or approved equal," the named product is intended to establish the required type, quality, performance, function, and general design intent. Products of other manufacturers that meet or exceed the specified requirements may be considered as approved equals.

    Requests for approval of proposed equal products shall be submitted to the Engineer prior to bid opening with sufficient product data and supporting information to demonstrate compliance with the Contract Documents. Only products specifically approved by the Engineer and Owner, or subsequently identified by Addendum when required, shall be considered approved equals for bidding purposes.

    If a proposed equal has not been approved prior to bid opening, the Bidder shall base its Bid on the specified Basis-of-Design product.

END OF SECTION

SECTION 004100
BIDDER'S PROPOSAL

PLAYGROUND
FOR
GLUCKSTADT COMMUNITY PARK

DATE: October 2, 2026

PROPOSAL OF Wildstone Construction Services LLC
(Name of Bidder)

849 Highway 49, Flora, MS 39071
(Address of Bidder)

For the Playground at Gluckstadt Community Park,
City of Gluckstadt, Mississippi.

The documents upon which this Proposal is based include the Instructions to Bidders, Bid Forms, General Conditions, Supplementary Conditions, Technical Specifications, applicable drawings, details, exhibits, equipment information, and all supplements, amendments, and Addenda issued for this Project, all of which are made a part hereof by reference.

TO: CITY OF GLUCKSTADT
343 DISTRIBUTION DRIVE
GLUCKSTADT, MISSISSIPPI 39110

Gentlemen:

The following Proposal is submitted on behalf of the undersigned Bidder(s) and no others. Evidence of my (our) authority to submit the Proposal is hereby furnished. The Proposal is submitted without collusion on the part of any person, firm, or corporation.

I (We), the undersigned Bidder(s), certify that I (we) have carefully examined the site of the proposed Work and have inspected the location and condition of all public utilities and existing structures or other facilities on the site or adjacent thereto which may be affected by the proposed construction and fully understand all conditions relative to construction difficulties, hazards, labor, transportation, and all other factors affecting the prosecution of the Work covered by this Proposal.

In accordance with the requirements of the Instructions to Bidders, Bid Forms, Technical Specifications, Supplementary Conditions, General Conditions, equipment information, details, exhibits, and any Addenda, I (we) propose to furnish all necessary materials, equipment, labor, tools, transportation, supervision, and other means of construction and will perform all Work called for by the Contract Documents within the specified Contract Time.

LUMP SUM BID ITEMS

The Bidder shall include in each Lump Sum Bid Item All Work required for the complete installation of the applicable improvements in accordance with the Contract Documents. Refer to Section 011100 – Summary of Work for additional requirements regarding Lump Sum Bid Items.

The following is my (our) Proposal for the Playground for Gluckstadt Community Park.

BID FORM

"Playground for Gluckstadt Community Park"

City of Gluckstadt, Mississippi

****** SPECIAL NOTICE TO BIDDERS:******

BIDS WILL NOT BE CONSIDERED UNLESS ALL ITEM TOTALS ARE ENTERED

PAY ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE DOLLARS & CENTS	ITEM TOTAL DOLLARS & CENTS
1	Mobilization / Demobilization	1.0	LUMP SUM	XXXXXXXXXXXX	140,000.00
2	Playground Equipment & Installation	1.0	LUMP SUM	XXXXXXXXXXXX	1,100,000.00
3	Outdoor Fitness Equipment & Installation	1.0	LUMP SUM	XXXXXXXXXXXX	95,000.00
4	Splash Pad System & Installation	1.0	LUMP SUM	XXXXXXXXXXXX	100,000.00
5	Fencing & Gates	1.0	LUMP SUM	XXXXXXXXXXXX	65,000.00
6	Site Preparation & Minor Grading	1.0	LUMP SUM	XXXXXXXXXXXX	110,000.00
7	Artificial / Synthetic Turf Systems	1.0	LUMP SUM	XXXXXXXXXXXX	190,000.00
8	Concrete Work	1.0	LUMP SUM	XXXXXXXXXXXX	88,000.00
				Total Bid	1,888,000.00

I (We) further propose to execute the Contract Agreement as bound herein within ten (10) calendar days after receipt of Contract Forms from the Owner and to complete all Work no later than August 31, 2027. I (We) agree to pay as liquidated damages the sum of $750.00 for each consecutive calendar day beyond the specified Contract Time as provided in the Contract Documents.

Special Damages: In addition to the amounts provided for liquidated damages, Contractor, in the event of such default, shall pay to the Owner the actual costs, expenses and other losses reasonably incurred by Owner.

I (We) also propose to execute a Performance Bond and a Payment Bond, as shown in the bid package, each in an amount of not less than one hundred percent (100%) of the total of my (our) Bid. These Bonds shall not only serve to guarantee the completion of the Work on my (our) part, but also to guarantee the excellence of both workmanship and materials until the Work is finally accepted.

I (We) enclose a Bid Bond or Certified Check in the amount of five percent (5%) of:

5% of Bid, Dollars

($ 5% of Bid)

(Total Bid Amount)

and hereby agree that in case of my (our) failure to execute the Contract and furnish the Bonds within ten (10) working days after delivery of the Notice of Award, the amount of this check (Bid Bond) will be forfeited to City of Gluckstadt, Mississippi as liquidated damages arising out of my (our) failure to execute the Contract as proposed.

It is understood that in case I (we) am (are) not awarded the Work, the Certified Check or Bid Bond submitted as Bid security will be returned as stipulated in the Contract Documents.

Bidder acknowledges receipt of the following Addenda:

No. 1 Dated 9/21/2026	No. _____ Dated _____
No. _____ Dated _____	No. _____ Dated _____
No. _____ Dated _____	No. _____ Dated _____
No. _____ Dated _____	No. _____ Dated _____

Respectfully Submitted,

Wildstone Construction Services LLC

Contractor(s)

By: Emily Rut

Title: President

Address: 849 Highway 49

Flora, MS 39071

PLAYGROUND
FOR
GLUCKSTADT COMMUNITY PARK

The names and addresses of all person and parties who will be utilized for subcontract Work in the foregoing Bidder's Proposal are listed below. (The Contractor must list all Subcontractors to the utilized on the Work. Failure to list Subcontractors may cause the Bidder's Proposal to be rejected by the Owner as nonresponsive.) If the Bidder does not propose Subcontractors, so state.

NAME	ADDRESS
GoGo Recreation	201 Rees Ln, Jackson, MS 39209

END OF SECTION

SECTION 004519
NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Mississippi

County of Rankin

Emily Rut, being first dully sworn, deposes and says:

(1) ~~He~~ She is President of Wildstone Construction Services LLC, the Bidder that has submitted the attached bid;

(2) Such Bid is genuine and is not a collusive or sham Bid;

(3) Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed Contract; and

(4) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Emily Rut (signature)

President (title)

Subscribed and sworn to before me
this the 2 day of October, 2026

(signature)

V.P.
(title)

My commission expires August 29, 2028

SECTION 004519
NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Mississippi

County of Hinds

Emily Rut, being first dully sworn, deposes and says:

(1) She is President of Wildstone Construction Services LLC, the Bidder that has submitted the attached bid;

(2) Such Bid is genuine and is not a collusive or sham Bid;

(3) Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed Contract; and

(4) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Emily Rut (signature)

President (title)

Subscribed and sworn to before me
this the 2 day of October, 2026

STATE OF MISSISSIPPI
TRAVIS L McCOY
ID No
492905
Comm Expires
Aug. 29, 2028
NOTARY PUBLIC
HINDS COUNTY

(signature)

V.P.
(title)

My commission expires August 29, 2028

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Wildstone Construction Services, LLC
P.O. Box 1122
Madison, MS 39130

SURETY:
(Name, legal status and principal place of business)

Palomar Casualty and Surety Company
1625 West Causeway Approach
Mandeville, LA 70471

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

OWNER:
(Name, legal status and address)

City of Gluckstadt, Mississippi
343 Distribution Drive
Madison, MS 39110

BOND AMOUNT: $ 5% Five Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)

Playground for Gluckstadt Community Park

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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

Signed and sealed this 2nd day of October, 2026.

(Witness)

(Witness) Wes Price

Wildstone Construction Services, LLC
(Principal) *(Seal)*

By: Emily Rut
(Title) President

Palomar Casualty and Surety Company
(Surety) *(Seal)*

PALOMAR CASUALTY AND SURETY SEAL 0001

By: Trina Cobb
(Title) Trina Cobb, Attorney-in-Fact

Resident MS Agent/ Marsh Agency

PALOMAR SPECIALTY INSURANCE COMPANY
PALOMAR CASUALTY AND SURETY COMPANY

POWER OF ATTORNEY FOR BONDS AND UNDERTAKINGS

Bond Number: Bid Bond **Principal:** Wildstone Construction Services, LLC

Description: Playground for Gluckstadt Community Park

KNOW ALL BY THESE PRESENTS, THAT Palomar Specialty Insurance Company, a corporation duly organized and existing under the laws of the State of Oregon (***"PSIC"***), and Palomar Casualty and Surety Company, duly organized and existing under the laws of Louisiana, (***"PCSC"*** and together with PSIC, the ***"Companies"*** or each ***"Company"***), do hereby make, constitute, and appoint:

Trina Cobb

on behalf of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of $75,000,000.00.

This Power of Attorney is granted and is signed by facsimile or other electronic transmission under and by the authority of the following Joint Resolutions adopted by the Boards of Directors of Palomar Specialty Insurance Company and Palomar Casualty and Surety Company at meetings duly called and held on the 13th day of March, 2026.

RESOLVED, that any President, or any Executive Vice President, or any Secretary specially authorized to do so by the Boards of Directors of the Companies, and Cullen S. Piske, President of PCSC, be and each of them hereby is authorized and empowered to appoint Attorneys-in-Fact as the business of the Companies may require, or to authorize any person(s) to execute and deliver on behalf of the Companies any bonds, undertakings, and all contracts relating to the surety business of the Companies, and that each or any of them is further authorized to attest to the execution of such Power of Attorney, and to attach the seal of each respective Company thereto.

FURTHER RESOLVED, that the signatures and attestations of such officers and the seal of each Company may be affixed to any such Power of Attorney or to any certificate relating thereto by electronic means and any such Power of Attorney or certificate bearing such electronic signatures or electronic seal shall be valid and binding upon each Company with respect to any bond, undertaking, recognizances or other contract of indemnity of writing obligatory in the nature thereof.

Cullen S. Piske
President
Palomar Casualty and Surety Company

PALOMAR CASUALTY AND SURETY
SEAL
0001

State of Louisiana
Parish of St. Tammany
On this 13th day of March, 2026, before me, a Notary Public, personally appeared Cullen S. Piske, President of Palomar Casualty and Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the Company as an officer of, and acknowledged said instrument to be the voluntary act and deed, of the Company.

Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Angela Grant, Secretary of Palomar Specialty Insurance Company, do hereby certify that the foregoing Joint Resolutions were adopted by the Boards of Directors of the Companies and the Powers of Attorney issued pursuant thereto, are true and correct and that both the Joint Resolution and the Powers of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have herewith set my hand and affixed the seal of said Corporation this 13th Day of March, 2026.

Dated and effective this 2nd day, of October, 2026.

PALOMAR SPECIALTY
SEAL
0001

Angela Grant
Secretary

SECTION 005100
NOTICE OF AWARD

Date _____

TO:

RE: **Playground for Gluckstadt Community Park**
City of Gluckstadt, Mississippi

NOTICE OF AWARD

Gentlemen:

The City of Gluckstadt has considered the Proposal submitted by you for the above referenced Work in response to its Advertisement for Bids and Instructions to Bidders.

You are hereby notified that your Proposal has been accepted in the amount of $ _____.

You are required by the Instruction to Bidders to execute the Contract and furnish to the City of Gluckstadt the required Contractor's Performance Bond, Payment Bond, insurance policy endorsements, waiver of subrogation, and certificates of insurance within 10 working days from the date of delivery of this Notice to you. We have enclosed five copies of the necessary contract forms and bond forms. Please return all five copies of these documents to the offices of McMaster & Associates, Inc., 212 Waterford Square, Suite 300, Madison, MS 39110.

If you fail to execute said Contract and to furnish said Bonds within 10 days from the date of delivery of this Notice, the Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your proposal as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by Law.

You are required by the General Conditions and Supplementary Conditions to submit to McMaster & Associates, Inc. an estimated progress schedule, a preliminary schedule of Shop Drawing submissions and a preliminary schedule of values of the Work within 10 days after the effective date of this Contract, all in accordance with Article 2.5 of the General Conditions.

You are required to return an acknowledged copy of this Notice of Award directly to the City of Gluckstadt.

Attention: City of Gluckstadt

Very truly yours,

McMaster & Associates, Inc.

_____

_____

Pc: City of Gluckstadt
343 Distribution Dr
Madison, Mississippi 39110

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by _____

this, the _____day of _____, 2026.

By _____

Title _____

END OF SECTION

SECTION 005200
AGREEMENT

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2026.

by and between _____, hereinafter called the Owner, and

_____, hereinafter called the Contractor.

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

ARTICLE 1. WORK

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

Playground for Gluckstadt Community Park
City of Gluckstadt, Mississippi

The Work generally includes construction and installation of playground improvements, splash pad improvements, outdoor fitness improvements, walking trail, sidewalks and concrete areas, artificial turf and surfacing, fencing, minor grading and drainage, site restoration, and other associated improvements as required by the Contract Documents.

The Work shall include all labor, materials, equipment, delivery, foundations, anchoring, accessories, coordination, installation, testing, restoration, and incidentals necessary to provide complete improvements and systems in accordance with the Contract Documents and approved submittals.

ARTICLE 2. ENGINEER

The Project has been designed by McMaster & Associates, Inc., who is hereinafter called Engineer and who will assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME

3.1 The Contractor shall complete the Work and be ready for final acceptance no later than August 31, 2027.

3.2 Liquidated Damages – The Contractor and Surety agree to pay the Owner liquidated damages in the amount of Seven Hundred Fifty Dollars ($750.00) for each calendar day that expires after the Contract Time specified in Paragraph 3.1, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions, until the Work is complete and ready for final acceptance.

ARTICLE 4. CONTRACT PRICE

4.1 Owner shall pay Contractor for performance of the Work in accordance with the Contract Documents in current funds at the lump sum or unit prices presented in the Price Bid Table in Section 004100 attached to this Agreement.

4.2 The parties expressly agree that the Contract Price is a stipulated lump sum except with regard to those specific items, if any, identified in the Bid as being subject to unit prices.

4.3 Unless specifically identified as a separate unit-price or other separately payable item in the Bid Form, work required by the Contract Documents shall be considered included in the applicable lump-sum bid amount. Incidental labor, materials, equipment, accessories, coordination, and other work necessary to provide complete installations shall be included in the Contract Price.

ARTICLE 5. PAYMENT PROCEDURES

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

5.1 Intentionally left blank.

5.2 Retainage. Retainage shall be withheld in the amount of five percent (5%) from each approved Application for Payment. The Owner shall pay the Contractor ninety-five percent (95%) of the amount approved for payment, with the remaining five percent (5%) retained in accordance with the Contract Documents.

5.3 Final Acceptance and Payment. Upon completion of all Work and upon completion of the lists of items to be completed or corrected which accompanied the Certificate of Substantial Completion, the Contractor may request a final inspection and may make an Application for Payment as provided by Paragraphs 14.7 through 14.9 of the General Conditions, upon the Owner's certificate of final acceptance.

Final acceptance of the Work, based upon the certificate of final acceptance, shall be by resolution of the Owner.

The Contractor shall furnish the Owner a notarized affidavit certifying that all claims, liens and other outstanding obligations incurred by him and his subcontractors in the performance of the Work have been paid and settled at the submission of the Application for Final Payment.

ARTICLE 6. CONTRACTOR'S REPRESENTATIONS

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

6.1 Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or finishing of the Work.

6.2 Contractor has obtained and carefully studied (or assumed responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Paragraph 6.1 above) which pertain to the subsurface or physical conditions at or contiguous to the site or which otherwise may affect the cost, progress, performance or furnishing of the Work as Contractor considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 4.2 of the General Conditions. In exercising its responsibility with respect to subsurface conditions and physical conditions at the site, Contractor has or will obtain or perform at no additional cost to the Owner such additional examinations, investigations, explorations, tests, reports, studies, or similar information or data as may be required by Contractor for such purposes.

ARTICLE 7. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between Owner and Contractor are attached to the Agreement, made a part hereof, and consist of the following:

7.1 Agreement (Section 005200), including the General Conditions and Supplementary Conditions.

7.2 Authority to Execute Contract (Section 005200).

7.3 Construction Performance and Payment Bond (Section 006100) and Insurance Certificates.

7.4 Intentionally left blank.

7.5 Notice of Award (Section 005100).

7.6 Contractor's Bid Form (Section 004100).

7.7 Non-Collusion Affidavit (Section 004519).

7.8 Addenda (Numbers _____ to _____, inclusive).

7.9 Exhibit 1 and Exhibit 2 – General Layout and Design Intent Exhibits for the proposed improvements at Gluckstadt Community Park.

7.10 Contract Documents and Specifications for:

Playground for Gluckstadt Community Park
City of Gluckstadt, Mississippi

consisting of applicable Divisions 00 through 33.

There are no Contract Documents other than those listed above in this Article 7. The Contract may only be amended, modified or supplemented as provided for in the General Conditions.

ARTICLE 8. MISCELLANEOUS

8.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions, as modified in the Supplementary Conditions.

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

8.3 It is hereby agreed and understood by the parties hereto that any and all disputes that may result in litigation shall be resolved in accordance with Article 16 of the General Conditions.

8.4 Intentionally left blank.

8.5 Contractor shall pay promptly, before final payment, any and all claims or liens incurred in and about this Work and shall execute a final receipt form.

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

This Agreement will be effective on _____,2026.

Owner: _____ Contractor: _____

By: _____ By: _____

Title: _____ Title: _____

Signature: _____ Signature: _____

Attest: _____ Attest: _____

(SEAL) (SEAL)

Address for giving notices:

_____

_____

_____

Mississippi State Contractor
License No. _____

Agent for Service of Process:

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

PARTNERSHIP CERTIFICATE

STATE OF MISSISSIPPI

COUNTY OF _____

On this _____ day of _____, 20____, before me personally appeared _____, known to me and known by me to be the person who executed the above instrument, who being by me first duly sworn, did depose and say that he is a general partner in the firm of _____,that said firm consists of himself and _____ ; and that he executed the foregoing instrument on behalf for the uses and purposes stated herein.

Notary Public in the

County of

Notarial Seal State of

My Commission Expires:

CORPORATE CERTIFICATE

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

_____

Secretary

Corporate Seal

END OF SECTION

SECTION 006100
GENERAL INSTRUCTIONS FOR BONDS

1. The surety on each Bond must be a responsible surety company, which is qualified to do business in Mississippi and satisfactory to the, Mayor and Board of Aldermen, City of Gluckstadt, Mississippi.

2. The name, including full Christian name, and residence of each individual party to the Bond shall be inserted in the body thereof, and each such party shall sign the Bond with his usual signature on the line opposite the seal and if signed in Maine, Massachusetts or New Hampshire and adhesive seal shall be affixed opposite the signature. The bond must be either signed or countersigned by a Mississippi Resident Agent of the Surety company.

3. If the principals are partners, their individual names will appear in the body of the Bond with the recital that they are partners composing a firm, naming it; and all the members of the firm shall execute the Bond as individuals.

4. The signature of a witness shall appear in the appropriate place, attesting to the signature of each individual party to the Bond.

5. If the principal or surety is a corporation, the name of the State in which incorporated shall be inserted in the appropriate place in the body of the Bond, and said instrument shall be executed and attested under the corporate seal as indicated in the form. If the corporation has no corporate seal the fact shall be stated, in which case, a scroll or adhesive seal shall appear following the corporate name.

6. The official character and authority of the person or persons executing the Bond for the principal, if a corporation, shall be certified by the secretary or assistant secretary, according to the form attached hereto. In lieu of such certificated there may be attached to the Bond copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

7. The date of this Bond must not be prior to the date of the Contract in connection with which it is given.

8. 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.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

a _____ hereinafter called Principal, and
(Corporation, Partnership, or Individual)

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

City of Gluckstadt
(Name of Owner)

343 Distribution Drive, Gluckstadt, Mississippi 39110
(Address of Owner)

hereinafter called OWNER, in the penal sum of _____

_____, ($ _____)

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____day of _____, 2026, a copy of which is hereto attached and made a part hereof for the construction of:

Playground for Gluckstadt Community Park

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertaking 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 all 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.

NOW, THEREFORE, if the Principal shall promptly make payment of all taxes, licenses, assignments, contributions, damages, penalties, and interest thereon, when and as the same may lawfully be due the State of Mississippi, or any county, municipality, board, department, commission, or political subdivision thereof, by reason of and directly connected with the performance of said Contract or any part thereof as provided by Sections 27-65-1, 27-65-21, 27-67-301 and 31-5-3, supra, or any other applicable statute of other authority, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

PROVIDED, FURTHUR, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder 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 terms of the contract or to the WORK or to the SPECIFICATIONS.

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

IN WITNESS WHEREOF, this statement is executed in five counterparts, each one of which shall be deemed and original, this the _____day of _____, 2026.

ATTEST:

_____
Principal

_____
(Principal) Secretary

(SEAL)

By _____(s)

_____
(Address)

_____

_____
Witness as to Principal

_____
(Address)

_____ _____
Surety

ATTEST: By _____
Attorney-in-Fact

_____ _____
Witness as to Surety (Address)

_____ _____
(Address)

_____

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

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

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS THAT

_____
(Name of Contractor)

_____
(Address of Contractor)

a _____ , hereinafter called Principal, and
(Corporation, Partnership, or Individual)

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

City of Gluckstadt
(Name of Owner)

343 Distribution Drive, Gluckstadt, Mississippi 39110
(Address of Owner)

hereinafter called OWNER, in the penal sum of _____

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____day of _____, 2026, a copy of which is hereto attached and made a part hereof for the construction of:

Playground for Gluckstadt Community Park

NOW, THEREFORE, if the Principal shall promptly make payment to all person, 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 agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder 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 terms of the contract or to the WORK or to the SPECIFICATIONS.

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

IN WITNESS WHEREOF, this instrument is executed in five counterparts, each one of which shall be deemed an original, this the _____day of _____, 2026.

ATTEST:

_____
Principal

_____
(Principal) Secretary

(SEAL)

By _____(s)

_____
(Address)

_____

_____
Witness as to Principal

_____
(Address)

_____

_____
Surety

ATTEST:

By _____
Attorney-In-Fact

_____
(Address)

_____

_____
Witness as to Surety

_____
(Address)

_____

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

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

CERTIFICATE OF SUFFICIENCY
PLAYGROUND
FOR
GLUCKSTADT COMMUNITY PARK

I, _____, ATTORNEY FOR THE CITY OF GLUCKSTADT, MISSISSIPPI, DO HEREBY CERTIFY THAT I HAVE EXAMINED THIS AGREEMENT, THE BONDS AND EVIDENCE OF INSURANCE OFFERED BY THE CONTRACTOR AND FIND THEM TO BE PROPERLY EXECUTED, ADEQUATE AND SUFFICIENT.

_____
(Signature)

Date: _____

SECTION 006200
CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, _____,

the duly authorized and acting legal representative of _____

and do hereby certify as follows:

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

Signed: _____

(SEAL) _____

Date: _____

END OF SECTION

SECTION 007200
GENERAL CONDITIONS
ARTICLES

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ARTICLE 1 – DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof.

Defined Terms:

Addenda: Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Documents or the Contract Documents.

Agreement: The written agreement between **OWNER** and **CONTRACTOR** covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

Application for Payment: The form accepted by **ENGINEER** which is to be used by **CONTRACTOR** in requesting progress or final payment and which is to include such supporting documentation as is required by the Contract Documents.

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

Bidder: Any person, firm or corporation submitting a Bid for the Work.

Bidding Documents: Notice to bidders or advertisement, if any; instructions to bidders; other bidding information and requirements; bidding forms and attachments; contract and bond forms, and the proposed Contract Documents, including any addenda issued prior to receipt of bids.

Bonds: Bid, performance, and labor and material payment bonds and other instruments of security.

Change Order: A written order to the **CONTRACTOR** signed by the **OWNER** authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after the effective date of the Agreement that shall be approved in advance and set forth in the public minutes of the Owner.

Contract Documents: The Agreement, Addenda, **CONTRACTOR**'S Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the Notice of Award when attached as an exhibit to the Agreement), the Bonds, these General Conditions, the Supplementary Conditions, the Special Conditions, the Instructions to Bidders, the Technical Specifications, the Drawings as the same may be more specifically identified in the Agreement, together with all Modifications issued after execution of the Agreement.

Contract Price: The moneys payable by **OWNER** to **CONTRACTOR** under the Contract Documents as stated in the Agreement.

Contract Time: The number of days (computed as provided in Paragraph 17.2) or the date stated in the Agreement for the completion of the Work.

CONTRACTOR: The person, firm or corporation with whom **OWNER** has executed the Agreement. Whenever the Project is to be constructed under multiple direct contracts, the term **"CONTRACTOR"** shall mean the appropriate prime **CONTRACTOR.** Whenever a specific prime **CONTRACTOR** is referred to, terms such as "General **CONTRACTOR**", "Electrical **CONTRACTOR**", etc. will be used.

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

Defective: An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to **ENGINEER**'S recommendation for final payment (unless responsibility for the protection thereof has been assumed by **OWNER** at Substantial Completion in accordance with Paragraph 14.5).

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

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

ENGINEER: The person, firm or corporation named as such in the Agreement.

Field Order: A written order issued by **ENGINEER** which orders minor changes in the Work in accordance with Paragraph 10.2 but which does not involve a change in the Contract Price or the Contract Time.

General Requirements: Sections of the Technical Specifications.

Modifications: (a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order, or (c) a Field Order. A modification may only be issued after the effective date of the Agreement.

Notice of Award: The written notice by **OWNER** to the apparent successful Bidder stating that upon compliance by the apparent successful Bidder with the conditions precedent enumerated therein, within the time specified, **OWNER** will sign and deliver the Agreement.

Notice to Proceed: A written notice given by **OWNER** to **CONTRACTOR** fixing the date on which the Contract Time will commence to run and on which **CONTRACTOR** shall start to perform his obligations under the Contract Documents.

OWNER: The public body or authority, corporation, association, partnership, or individual with whom **CONTRACTOR** has entered into the Agreement and for whom the Work is to be provided.

Project: The total construction of which the Work to be provided under the Contract Documents may be the whole or a part as indicated elsewhere in the Contract Documents.

Project Manual: The bond documentary information prepared for bidding and constructing the Project. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the tables of contents.

Resident Project Representative: The authorized representative of **ENGINEER** whom is assigned to the site or any part thereof.

Samples: Physical examples furnished by the **CONTRACTOR** to illustrate materials, equipment or ownership, and to establish standards by which some portions of the Work will be judged.

Shop Drawings: All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for **CONTRACTOR** to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a manufacturer, fabricator, supplier or distributor and submitted by **CONTRACTOR** to illustrate material or equipment for some portion of the Work.

Specifications: Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

Subcontractor: An individual, firm or corporation having a direct contract with **CONTRACTOR** or with any other Subcontractor for the performance of a part of the Work at the site.

Supplementary Conditions: Modifications and additions to the General Conditions.

Work: The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

Order of Preference: The plans, standard specifications, general conditions, supplemental conditions, technical specifications and all supplemental plans and documents are essential parts of the contract, and a requirement occurring in one is just as binding as though occurring in all. They are intended to be complementary and to describe and provide for the complete work. In case of discrepancy, computed dimensions, unless obviously incorrect, shall govern over scaled dimensions. Plans shall govern over standard specifications. Supplemental conditions shall govern over general conditions.

The Contractor shall not take advantage of any apparent error or omission in the plans. In the event the Contractor discovers any apparent error or discrepancy, he shall immediately notify the Engineer in writing requesting his interpretation and the Engineer will make such corrections and decisions in writing as may be deemed necessary to carry out the intent of the plans.

ARTICLE 2 – PRELIMINARY MATTERS

A. Delivery of Bonds and Insurance Certificates:

B. When **CONTRACTOR** executes agreement with **OWNER**, **CONTRACTOR** shall deliver to **OWNER** such Bonds as **CONTRACTOR** may be required to furnish in accordance with Article 5.

C. When **CONTRACTOR** executes Agreement with **OWNER**, **CONTRACTOR** shall deliver to **OWNER**, with a copy to **ENGINEER**, certificates (and other evidence of insurance requested by **OWNER**) which **CONTRATOR** is required to purchase and sustain in accordance with Article 5, and **OWNER** shall deliver to **CONTRACTOR** certificates (and other evidence of insurance requested by **CONTRACTOR)** which **OWNER** is required to purchase and maintain in accordance with ARTICLE 5.

2.2 Copies of Documents: **OWNER** shall furnish to **CONTRACTOR** up to two copies (unless otherwise provided in the General Requirements) of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

2.3 Commencement of Contract Times Notice to Proceed: The Contract Time will commence to run on the thirtieth day after the Effective Date of the Agreements or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed but in no event shall the Contract Time commence to run later than the ninetieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement. A Notice to Proceed may be given at any time within thirty days after the Effective Date of the Agreement.

2.4 Starting the Project: **CONTRACTOR** shall start to perform the Work on the date when the Contract Time commences to run, but no Work shall be done at the site prior to the date on which the Contract Time commences to run.

2.5 Before Starting Construction:

A. Before undertaking each part of the Work, **CONTRACTOR** shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. **CONTRACTOR** shall promptly report in writing to **ENGINEER** any conflict, error or discrepancy which he may discover and shall obtain a written clarification from ENGINEER before proceeding with the Work affected thereby. However, **CONTRACTOR** shall not be liable to **OWNER** or **ENGINEER** for the failure to report any conflict, error or discrepancy in the Contract Documents, unless **CONTRACTOR** had actual knowledge thereof or should reasonably have known thereof.

B. Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements) **CONTRACTOR** shall submit to **ENGINEER** for review and acceptance, an estimated progress schedule indicating the starting and completion dates of the various stages of the Work, a preliminary schedule of Shop Drawing submissions, and a preliminary schedule of values of the Work.

2.6 Preconstruction Conference: Within twenty days after the Effective Date of the Agreement, but before **CONTRACTOR** starts the Work at the site, a conference will be held for review and acceptance of the schedules, referred to in Paragraph 2.5.B, to establish procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT AND REUSE

3.1 Intent:

A. The Contract Documents comprise the entire Agreement between **OWNER** and **CONTRACTOR** concerning the Work. They may be altered only by a written modification through a change order duly signed in advance of contract work necessitated by such modification and set forth in the public minutes of **OWNER**.

B. The Contract Documents are complementary meaning that what is called for by one is as binding as if called for by all. If during the performance of the Work, **CONTRACTOR** finds a conflict, error or discrepancy in the Contract Documents, he shall report it to **ENGINEER** in writing at once and before proceeding with the Work affected thereby however, **CONTRACTOR** shall not be liable to **OWNER** or **ENGINEER** for failure to report any conflict, error or discrepancy in the Specifications or Drawings unless **CONTRACTOR** had a actual knowledge thereof or should reasonably have known thereof.

C. It is the intent of the Specifications and Drawings to describe a complete Project or part thereof to be constructed in accordance with the Contract Documents. Any Work that may reasonably be inferred from the Specifications or Drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for at no additional cost to **OWNER**.

D. The Specifications may describe or the Drawings may show the general arrangement of an item of material or equipment when the actual details of said arrangement will vary with the source of the material or equipment. In such cases, **CONTRACTOR** shall bear all direct and indirect costs to accommodate the item of material or equipment furnished, whether the item of material or equipment is furnished by a manufacturer named in the Specifications or is furnished as an approved substitute or for equals item of material or equipment.

E. When words in the Specifications or on the Drawings, which have a well-known technical or trade meaning, are used to describe Work, materials or equipment such words shall be interpreted in accordance with such meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the code of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual or code in effect at the time of opening of Bids (or on the effective date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of **OWNER**, **CONTRACTOR** or **ENGINEER**, or any of their agents or employees from those set forth in the Contract Documents. Clarifications and interpretations of the Contract Documents shall be issued by **ENGINEER** as provided for in Paragraph 9.3.

F. The Contract Documents will be governed by the law of the place of the Project.

3.2 Re-use of Documents: Neither **CONTRACTOR** nor any Subcontractor, manufacturer, fabricator, supplier or distributor shall have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents for copies of any thereof prepared by or bearing the seal of **ENGINEER** and they shall not reuse any of them on extensions of the Project or any other project without written consent of **OWNER** and **ENGINEER** and specific written verification or adaption by **ENGINEER**.

ARTICLE 4 – AVAILABILITY OF LANDS, PHYSICAL CONDITIONS, AND REFERENCE POINTS

4.1 Availability of Lands: **OWNER** shall furnish, as indicated in the Contract Documents the lands upon which the Work is to be performed, rights-of-way for access thereto, and such other lands which are designated for the use of **CONTRACTOR**. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by **OWNER**, unless otherwise provided in the Contract Documents. If **CONTRACTOR** believes that any delay in **OWNER**'S furnishing these lands or easements entitles **CONTRACTOR** to an extension of the Contract Time, **CONTRACTOR** may make a claim therefor as provided in Article 12. **CONTRACTOR** shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.2 Physical Conditions-Investigations and Reports: Reference is made to the Supplementary Conditions for identification of those reports of investigations and tests of subsurface and latent physical conditions at the site or those reports that otherwise may affect cost, progress or performance of the Work which have been utilized by **ENGINEER** in preparation of the Drawings and Specifications. These reports are not intended to constitute any explicit or implicit representation as to the nature of the subsurface and latent physical conditions which may be encountered at the site or to constitute explicit or implicit representations as to any other matter contained in any report. Such reports are not guaranteed as to accuracy or completeness and are not part of the contract Documents.

4.3 Unforeseen Physical Conditions: **CONTRACTOR** shall promptly notify **OWNER** and **ENGINEER** in writing of any subsurface or latent physical conditions at the site or in an existing structure differing materially from those indicated or referred to in the Contract Documents. **ENGINEER** will promptly review those conditions and advise **OWNER** in writing if further investigations or tests are necessary. Promptly thereafter, **ENGINEER** shall obtain at **OWNER**'S approved expense, the necessary investigations and tests. **IF ENGINEER** finds that the results of such investigations or tests indicate that there are subsurface or latent physical conditions which differ materially from those intended in the Contract Documents, and which could not reasonably have been anticipated by **CONTRACTOR**, a Change Order shall be issued incorporating the necessary revisions.

4.4 Reference Points: **OWNER** shall provide engineering surveys for construction to establish reference points which in **OWNER**'S judgement are necessary to enable **CONTRACTOR** to proceed with the work. **CONTRACTOR** shall be responsible for laying out the Work (unless otherwise specified in the General Requirements), and shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of **OWNER**. **CONTRACTOR** shall report to **ENGINEER** whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations and shall be responsible for replacement or relocation of such reference points by professionally qualified personnel.

ARTICLE 5 – BONDS AND INSURANCE

5.1 Performance, Payment and Other Bonds:

A. **CONTRACTOR** shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all **CONTRACTOR**'S obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date of final payment, except as otherwise provided by law. **CONTRACTOR** shall also furnish such other Bonds as are required by the Supplementary Conditions. All Bonds shall be in the forms prescribed by the Bidding Documents or Supplementary Conditions and be executed by such sureties as:

1. Are licensed to conduct business in the state where the Project is located, and

2. Are named in the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

B. If the surety of any Bond furnished by **CONTRACTOR** is declared a bankrupt or becomes insolvent or its right to do business is terminating any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.1.A, **CONTRACTOR** shall within five days thereafter substitute another Bond and surety, both of which shall be acceptable to **OWNER**.

5.2 Contractor's Liability Insurance:

A. **CONTRACTOR** shall purchase and maintain such comprehensive general liability and other insurance as will provide protection from claims set forth below which may arise out of or result from **CONTRACTOR**'S performance of the Work and **CONTRACTOR**'S other obligations under the Contract Documents, whether such performance of the Work is by **CONTRACTOR**, by any Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. Claims under workers' or workmen's compensation, disability benefits and other similar employee benefit acts:
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of **CONTRACTOR**'S employees:
3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than **CONTRACTOR**'S employees:
4. Claims for damages insured by personal injury liability coverage which are sustained (a) by any person as a result of an offense directly or indirectly related to the employment of such person by **CONTRACTOR**, or (b) by any other person for any other reason.
5. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefor.
6. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
7. Claims for damages because of bodily injury or death of any person arising out of operation of law.

B. The insurance required by Paragraph 5.2.A shall include the specific coverages and be written for not less than the limits of liability and coverages provided in the Supplementary Conditions, or required by law, whichever is greater. All such insurance shall remain in effect until final payment and at all times thereafter when **CONTRACTOR** may be correcting, removing or replacing defective Work in accordance with Paragraph

13.9. The comprehensive general liability insurance shall include completed operations insurance and shall include **OWNER** and **ENGINEER** and their agents and employees as additional insureds. **CONTRACTOR** shall maintain such completed operations insurance for at least two years after final payment and shall furnish **OWNER** with evidence of continuation of such insurance at final payment and one year thereafter.

5.3 Contractual Liability Insurance: The comprehensive general liability insurance required by Paragraph 5.2.A shall include contractual liability insurance applicable to **CONTRACTOR**'S obligations under Paragraph 6.15.

5.4 Owner's Liability Insurance: **OWNER** shall be responsible for purchasing and maintaining **OWNER**'S own liability insurance and, at **OWNER**'S option, may purchase and maintain such insurance as will protect **OWNER** against claims that may arise from operations under the Contract Documents.

5.5 Property Insurance:

A. Unless otherwise provided in the Supplementary Conditions, **CONTRACTOR** shall purchase and maintain property insurance upon the Work at the site to the full insurable value thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or as required by law). This insurance shall include the interests of the **ENGINEER**, **CONTRACTOR**, and Subcontractors in the Work, shall insure against the perils of fire and extended coverage shall include tail risks insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and such other perils as may be specified in the Supplementary Conditions shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including fees and charges of engineers, architects, attorneys and other professionals) shall provide that all insure proceeds are to be paid to **OWNER** "as Trustee". If not covered under the "all risk" insurance or otherwise provided in the Supplementary Conditions, **CONTRACTOR** shall purchase and maintain similar property insurance on portions of the Work stored on or off the site or in transit when such portions of the Work are to be included in an Application for Payment.

B. **OWNER** shall purchase and maintain such boiler and machinery insurance as may be required by the Supplementary Conditions or by law. This insurance shall include the interest of **OWNER**, **CONTRACTOR** and Subcontractors in the Work. **OWNER** shall file a copy of all policies required by this Paragraph with **CONTRACTOR** before an exposure to loss may occur.

C. The policies of insurance required under this Paragraph 5.5 shall provide that neither the **OWNER** nor the **CONTRACTOR**, nor their insurers, shall have any right of subrogation against any of the other parties enumerated in Paragraph 5.6. It is the intention of the **OWNER** and **CONTRACTOR** that the policies shall protect all of the enumerated parties and be primary coverage for any and all losses covered by the insurance described in Paragraphs 5.5.A and 5.5.B.

5.6 Waiver of Rights: **OWNER** and **CONTRACTOR** waive all rights against each other and the Subcontractors and their agents and employees and against **ENGINEER** and separate contractors (if any) and their subcontractors', agent and employees, for damages caused by fire or other perils to the extent covered by insurance provided under Paragraph 5.5., or any other property insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance held by **OWNER** as trustee. **OWNER** or **CONTRACTOR**, as appropriate, shall require similar waivers in writing by Engineer and from each separate contractor and each Subcontractor, each such waiver will be in favor of all other parties enumerated in this Paragraph 5.6.

5.7 Receipt and Application of Proceeds:

A. Any insured loss under the policies of insurance required by Paragraph 5.5 shall be adjusted with **OWNER** and made payable to **OWNER** as trustee for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.7.B. **OWNER** shall deposit in a separate account any money so received, and he shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof and the Work and the cost thereof covered by an appropriate Change Order.

B. **OWNER** as trustee shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within fifteen days after each occurrence of loss to **OWNER**'S exercise of this power. If such objection be made, **OWNER** as trustee shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If required in writing by any party in interest, **OWNER** as trustee shall upon the occurrence of an insured loss, give bond for the proper performance of his duties.

5.8 Partial Utilization – Property Insurance: If **OWNER** finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all of the Work, such use or occupancy may be accomplished in accordance with Paragraph 14.6; provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy of policies, but the property insurance shall not be canceled or lapse on account of any such partial use or occupancy.

5.9 Certificates of Insurance: All certificates of the insurance required to be purchased by **CONTRACTOR** pursuant to Article 5 shall be filed in accordance with Paragraph 2.1.B. Certificates shall be acceptable to **OWNER** and shall contain a provision that coverages afforded under the policies will not be canceled, materially changed or renewal refused until at least ten days' prior written notice has been given to **OWNER** and **ENGINEER** by certified mail.

5.10 Additional Bonds and Insurance: **OWNER** may require **CONTRACTOR** to furnish such other Bonds and such additional insurance, in such form and with such sureties or insurers as **OWNER** may specify. If such other Bonds or such other insurance are specified in the Contract Documents, the premiums shall be paid by **CONTRACTOR**. If subsequent thereto, they shall be paid by **OWNER** except as otherwise provided in Paragraph 6.3.A and Paragraph 13.8.B.

ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

6.1 Supervision and Superintendence:

A. **CONTRACTOR** will supervise and direct 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, but he shall not be solely responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence or procedure of construction which is indicated in and required by the Contract Documents. **CONTRACTOR** shall be responsible to see that the finished Work complies accurately with the Contract Documents.

B. **CONTRACTOR** shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to **OWNER** and **ENGINEER** except under extraordinary circumstances. The superintendent will be **CONTRACTOR**'S representative at the site and shall have authority to act on behalf of

CONTRACTOR. All communications given to the superintendent shall be as binding as if given to **CONTRACTOR**.

6.2 Labor, Materials and Equipment:

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. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Supplementary Conditions, all Work at the site shall be performed during regular working hours, and **CONTRACTOR** will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without **OWNER**'S written consent given after prior written notice to **ENGINEER**.

B. **CONTRACTOR** shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the Work. Except as otherwise specified in the General Requirements, **CONTRACTOR** shall furnish all fuel, power, light, heat, telephone, water and sanitary facilities necessary for the execution, testing, initial operation and completion of the Work.

C. All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by **ENGINEER**, **CONTRACTOR** shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment.

D. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, supplier or distributor, except as otherwise provided in the Contract Documents but no provision of any such instructions will be effective to impose on **ENGINEER** responsibility for the means, methods, techniques, sequences or procedures of construction or for safety precautions incident thereto.

6.3 Substitutions: Whenever materials or equipment are specified or described in the Drawings or Specifications by using the name of a proprietary item or the name of a particular manufacturer, fabricator, supplier or distributor, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other manufacturers, fabricators, suppliers or distributors may be accepted by **ENGINEER** if sufficient information is submitted by **CONTRACTOR** to allow **ENGINEER** to determine that the material or equipment proposed is equivalent to that named. The procedure for review by **ENGINEER** will be set forth in Paragraph 6.3.A and 6.3.B below and as supplemented in the General Requirements.

A. Requests for review of substitute items of material and equipment will not be accepted by **ENGINEER** from anyone other than **CONTRACTOR**. If **CONTRACTOR** wishes to furnish or use a substitute item of material or equipment, **CONTRACTOR** shall make written application to **ENGINEER** for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will state that the evaluation and acceptance of the proposed substitute will not prejudice **CONTRACTOR**'S timely achievement of Substantial change in the Drawings or Specifications to adapt the design to the substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified shall be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain a statement that **CONTRACTOR** agrees to pay all costs that will result directly or indirectly from

acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change. **ENGINEER** may require **CONTRACTOR** to furnish at **CONTRACTOR**'S expense additional data about the proposed substitute. **ENGINEER** will be allowed a reasonable time within which to evaluate the proposed substitute. **ENGINEER** will be sole judge of acceptability and no substitute will be ordered or installed without **ENGINEER**'S prior written acceptance. **OWNER** may require **CONTRACTOR** to furnish at **CONTRACTOR**'S expense a special performance guarantee or other surety with respect to any substitute.

B. **ENGINEER** will record time required by **ENGINEER** and **ENGINEER**'S consultants in evaluating substitutions proposed by **CONTRACTOR** and in making changes in the Drawings or Specifications occasioned thereby, whether or not **ENGINEER** accepts a proposed substitute, **CONTRACTOR** shall reimburse **OWNER** for the charges of **ENGINEER** and **ENGINEER**'S consultants for evaluating any proposed substitute that does not meet the requirements of the Drawings and Specifications.

6.4 Concerning Subcontractors:

A. **CONTRACTOR** shall not employ any Subcontractor or other person or organization (including those who are to furnish the principal items of materials or equipment), whether initially or as a substitute, against whom **OWNER** or **ENGINEER** may have reasonable objection. A Subcontractor or other person or organization identified in writing to **OWNER** and **ENGINEER** by **CONTRACTOR** prior to the Notice of Award and not objected to in writing by **OWNER** and **ENGINEER** prior to the Notice of Award will be deemed acceptable to **OWNER** and **ENGINEER**. If **OWNER** or **ENGINEER** after due investigation has reasonable objection to any Subcontractor, other person or organization proposed by **CONTRACTOR** after the Notice of Award, **CONTRACTOR** shall submit an acceptable substitute and the Contract Price shall be increased or decreased by the difference in cost occasioned by such substitution, and an appropriate Change Order shall be issued. **CONTRACTOR** shall not be required to employ any Subcontractor, other person or organization against whom **CONTRACTOR** has reasonable objection. Acceptance of any Subcontractor, other person or organization by **OWNER** or **ENGINEER** shall not constitute a waiver of any right of **OWNER** or **ENGINEER** to reject defective work.

B. **CONTRACTOR** shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that **CONTRACTOR** is responsible for the acts and omissions of persons directly employed by **CONTRACTOR**. Nothing in the Contract Documents shall create any contractual relationship between **OWNER** or **ENGINEER** and any Subcontractor or other person or organization having a direct contract with **CONTRACTOR**, nor shall it create any obligation on the part of **OWNER** or **ENGINEER** to pay or to see to the payment of any moneys due any Subcontractor or other person or organization, except as may otherwise be required by law. **OWNER** or **ENGINEER** may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to **CONTRACTOR** on account of specific work done.

C. The Divisions and Sections of the Specifications and the identifications of any Drawings shall not control **CONTRACTOR** in dividing the Work among Subcontractors or delineating the Work to be performed by any specific trade.

D. All Work performed for **CONTRACTOR** by a Subcontractor will be pursuant to an appropriate agreement between **CONTRACTOR** and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of **OWNER** and the **ENGINEER** and contains waiver provisions as required by Paragraph 5.6. **CONTRACTOR** shall pay each Subcontractor a just share of any insurance moneys received by **CONTRACTOR** on account of losses under policies issued pursuant to Paragraph 5.5.

6.5 Patent Fees and Royalties: **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. **CONTRACTOR** shall indemnify and hold harmless **OWNER** and **ENGINEER** and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorneys' fees) arising out of 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, and shall defend all such claims in connection with any alleged infringement of such rights.

6.6 Permits: Unless otherwise indicated in the Supplementary Conditions, **CONTRACTOR** shall obtain and pay for all construction permits and licenses. **OWNER** shall assist **CONTRACTOR,** when necessary, in obtaining such permits and licenses. **CONTRACTOR** shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening of Bid. **CONTRACTOR** shall also pay all charges of utility service companies for connections to the Work, and **OWNER** shall pay all charges of such companies for capital cost related thereto.

6.7 Laws and Regulations: **CONTRACTOR** shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If **CONTRACTOR** observes that the Specifications or Drawings are at variance therewith, **CONTRACTOR** shall give **ENGINEER** prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If **CONTRACTOR** performs any Work knowing or having reason to know that it is contrary to such laws, ordinances, rules and regulations, and without such notice to **ENGINEER**, **CONTRACTOR** shall bear all costs arising therefrom; however, it shall not be **CONTRACTOR**'S primary responsibility to make certain that the Specifications and Drawings are in accordance with such laws, ordinances, rules and regulations.

6.8 Taxes: Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by him in accordance with the law of the place of the Project.

6.9 Use of Premises:

A. Contractor shall confine construction equipment, the storage of materials and equipment and the operations of workmen to areas permitted by law, ordinances, permits, or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment.

B. During progress of the Work, **CONTRACTOR** shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, Contractor shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by Owner. Contractor shall restore to their original condition those portions of the site not designated for alternation by the Contract Documents.

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

6.10 Record Documents: Contractor shall keep one record copy of all Specifications, Drawings, Addenda, Modifications, Shop Drawings, and Samples at the site in good order, and annotated to show all changes made during the construction process. These shall be available to Engineer for examination and shall be delivered to Engineer for Owner upon completion of the Work.

6.11 Safety and Protection:

A. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. All employees on the work site and other persons who may be affected thereby;
2. All the work and all materials or equipment to be incorporated therein, whether in storage on or off the site; and
3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities not designated for removal, relocation or replacement in the course of construction, and livestock.

B. Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders or any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. **CONTRACTOR** shall notify owners of adjacent property and utilities when prosecution of the Work may affect them. **CONTRACTOR** shall cooperate with the utility owner in the protection, removal, relocation, or replacement of such utility property. All damage, injury or loss to any property referred to in Paragraph 6.11.A.2 or 6.11.A.3 caused, directly or indirectly, in whole or in part, by **CONTRACTOR**, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by **CONTRACTOR** (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of **OWNER** or **ENGINEER** or anyone employed by the either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of **CONTRACTOR**). **CONTRACTOR**'S duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and **ENGINEER** has issued a notice to **OWNER** and **CONTRACTOR** in accordance with Paragraph 14.9 that the Work is acceptable.

C. **CONTRACTOR** shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be **CONTRACTOR**'S superintendent unless otherwise designated in writing by **CONTRACTOR** to **OWNER**.

6.12 Emergencies: In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, **CONTRACTOR**, without Special instruction or authorization from **ENGINEER** or **OWNER**, is obligated to act to prevent threatened damage, injury or loss. **CONTRACTOR** shall give **ENGINEER** prompt written notice to any significant changes in the Work or deviations from the Contract Documents caused thereby.

6.13 Shop Drawings and Samples:

A. After checking and verifying all field measurements, **CONTRACTOR** shall Submit to **ENGINEER** for review and approval, in accordance with the accepted schedule of Shop Drawing submissions and the procedures specified in the General Requirements, copies of all Shop Drawings, which shall have been checked by and stamped with the approval of **CONTRACTOR** and identified as **ENGINEER** may require. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and the like to enable **ENGINEER** to review the information as required.

B. **CONTRACTOR** shall also submit to **ENGINEER** for review and approval with such promptness as to cause no delay in Work, all Samples required by the Contract Documents. All Samples will have been checked by and stamped with the approval of **CONTRACTOR**, identified clearly as to material, manufacturer, and pertinent catalog numbers and the use for which intended.

C. At the time of each submission, **CONTRACTOR** shall in writing call **ENGINEER**'S attention to all deviations that the Shop Drawings or Samples may have from the requirements of the Contract Documents.

D. **ENGINEER** will review and approve with reasonable promptness Shop Drawings and Samples, but **ENGINEER**'S review and approval shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. **CONTRACTOR** shall make any corrections required by **ENGINEER** and shall return the required number of corrected copies of Shop Drawings and resubmit 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. **CONTRACTOR**'S stamp of approval on any Shop Drawing or Sample shall constitute a representation to **OWNER** and **ENGINEER** that **CONTRACTAOR** has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data or assumes full responsibility for doing so and that **CONTRACTOR** has reviewed or coordinated each Shop Drawing or Sample with the requirements of the Work and the Contract Documents.

E. Where a Shop Drawing or Sample is required by the Specifications, no related Work shall be commenced until the submittal has been reviewed and approved by **ENGINEER**.

F. **ENGINEER**'S review and approval of Shop Drawings or Samples shall not relieve **CONTRACTOR** from responsibility for any deviations from the Contract Documents unless **CONTRACTOR** has in writing called **ENGINEER**'S attention to such deviation at the time of submission and **ENGINEER** has given written concurrence and approval to the specific deviation, nor shall any concurrence and approval by **ENGINEER** relieve **CONTRACTOR** from responsibility for errors or omissions in the Shop Drawings or Samples.

6.14 Continuing The Work: **CONTRACTOR** shall carry on the Work and maintain the progress schedule during the disputes or disagreements with **OWNER**. No work shall be delayed or postponed pending resolution of any disputes or disagreements, except as **CONTRACTOR** and **OWNER** may otherwise agree in writing.

6.15 Indemnification:

A. To the fullest extent permitted by law, **CONTRACTOR** shall indemnify and hold harmless **OWNER** and **ENGINEER** and their agents, employees and consultants from and against all claims, damages, losses and expenses including, but not limited to attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) 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 and (2) is caused in whole or part by either

(a) any negligent act or omission of **CONTRACTOR**, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable regardless of whether or not it is caused in part by a party indemnified hereunder, or

(b) arises out of operation of law as a consequence of any act or omission of **CONTRACTOR**, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether any of them has been negligent.

B. In any and all claims against **OWNER** or **ENGINEER** or any of their agents, employees or consultants by any employee of **CONTRACTOR**, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.15.A shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by for **CONTRACTOR** or any Subcontractor under workers' or workmen's compensation acts, disability acts or other employee benefit acts.

C. The obligations of **CONTRACTOR** under Paragraph 6.15.A shall not extend to the liability of **ENGINEER**, his agents, employees or consultants arising out of the **ENGINEER**'S preparation or approval of maps, Drawings, opinions, reports, surveys, Change Orders, designs or Specifications.

D. This indemnification 6.15 shall survive the Agreement for at least two years after final payment.

ARTICLE 7 – WORK BY OTHERS

7.1 **OWNER** may perform additional work related to the Project by himself, or have additional work performed by utility service companies, or let other direct contracts therefor which shall contain General Conditions similar to these. **CONTRACTOR** shall afford the utility service companies and the other contractors who are parties to such direct contracts (or **OWNER**, if **OWNER** is performing the additional work with **OWNER**'S employees) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate his Work with theirs.

7.2 If any part of **CONTRACTOR**'S Work depends for proper execution or results upon the work of any such other contractor or utility service company (or **OWNER**), **CONTRACTOR** shall inspect and promptly report to **ENGINEER** in writing any patent or apparent defects or deficiencies in such work that render it unsuitable for such proper execution and results. **CONTRACTOR**'S failure to so report shall constitute an acceptance of the other work as fit and proper for integration with **CONTRATOR**'S Work except for latent defects and deficiencies in the other work.

7.3 **CONTRACTOR** shall do all cutting, fitting and patching of his Work that may be required to make its several parts come together properly and integrate with such other work. **CONTRACTOR** shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of **ENGINEER** and the others whose work will be affected.

7.4 If the performance of additional work by other contractors or utility service companies or **OWNER** was not noted in the Contract Documents, written notice thereof shall be given to **CONTRACTOR** prior to starting any such additional work. If **CONTRACTOR** believes that the performance of such additional work by **OWNER** or others involves additional expense or requires an extension of the Contract Time, **CONTRACTOR** may make a claim therefor as provided in Articles 11 and 12 provided that the **CONTRACTOR** will make no claim which is barred by the provisions of Paragraph 12.3.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.1 **OWNER** shall issue all communications to **CONTRACTOR** through **ENGINEER**.

8.2 In case of termination of the employment of **ENGINEER**, **OWNER** shall appoint an engineer whose status under the Contract Documents shall be that of the former **ENGINEER**.

8.3 **OWNER** shall furnish the data required of **OWNER** under the Contract Documents promptly and shall make payments to **CONTRACTOR** promptly after they are due as provided in Paragraphs 14.4.A and 14.9.A.

8.4 **OWNER**'S duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.1 and 4.4. Paragraph 4.2 refers to **OWNER**'S identifying and making available to **CONTRACTOR** copies of reports of investigations and tests of subsurface and latent physical conditions at the site or those reports that otherwise may affect performance of the Work which have been utilized by **ENGINEER** in preparing the Drawings and Specifications.

8.5 **OWNER**'S responsibilities in respect of purchasing and maintaining insurance are set forth in Article 5.

8.6 In connection with **OWNER**'S rights to request changes in the Work in accordance with Article 10, **OWNER** (especially in certain instances as provided in Paragraph 10.14) is obligated to execute Change Orders.

8.7 **OWNER**'S responsibility in respect of certain inspections, test and approvals is set forth in Paragraph 13.3.

8.8 In connection with **OWNER**'S right to stop Work or suspend Work, see Paragraphs 13.5 and 15.1. Paragraph 15.2.A deals with **OWNER**'S right to terminate services of **CONTRACTOR** under some circumstances.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.1 Owner's Representative: **ENGINEER** will be **OWNER**'S representative during the construction period. The duties and responsibilities and the limitations of authority of **ENGINEER** as **OWNER**'S representative during construction are set forth in the Contract Documents and shall not be extended without written consent of **OWNER** and **ENGINEER**.

9.2 Visits to Site: **ENGINEER** will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. **ENGINEER** shall make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, it the Work is proceeding in accordance with the Contract Documents. On the basis of such visits and on-site observations, **ENGINEER** will inform **OWNER** of the progress of the Work and will endeavor to guard **OWNER** against defects and deficiencies in the Work.

9.3 Clarifications and Interpretations: **ENGINEER** will issue with reasonable promptness such written clarifications or interpretations of the Contract Documents (in the form of Drawings or otherwise) as **ENGINEER** may determine necessary, which shall be consistent with or reasonably inferable from the overall Intent of the Contract Documents. If **CONTRACTOR** believes that a written clarification or interpretation justifies an increase in the Contract Price of Contract Time, **CONTRACTOR** may make a claim therefor as provided in articles 11 and 12.

9.4 Rejecting Defective Work: **ENGINEER** will have authority to disapprove or reject Work which **ENGINEER** believes to be defective, and will also have authority to require special inspection or testing of the Work as provided in Article 13, whether or not the Work is fabricated, installed or completed.

9.5 Project Representation: If **OWNER** and **ENGINEER** agree, **ENGINEER** will designate a Resident Project Representative to assist **ENGINEER** in observing the performance of the Work. The duties, responsibilities and limitations of authority of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions. If **OWNER** designates another agent to represent him at the site who is not **ENGINEER**'s agent or employee, the duties, responsibilities and limitations of authority of such other person will be as set forth in the Supplementary Conditions.

9.6 Decisions on Disagreements:

A. **ENGINEER** will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder: Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work shall be referred initially to **ENGINEER** in writing with a request for a formal decision in accordance with this Paragraph, which **ENGINEER** will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter shall be delivered by the claimant to **ENGINEER** and the other party to the Agreement within fifteen days of the occurrence of the event giving rise thereto and written supporting data will be submitted to **ENGINEER** and the other party within forty-five days of such occurrence unless **ENGINEER** allows an additional period of time to ascertain more accurate data. In this capacity as interpreter and judge, **ENGINEER** will not show partiality to **OWNER** or **CONTRACTOR** and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

B. The rendering of a decision by **ENGINEER** pursuant to Paragraph 9.6.A with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as provided in Paragraph 14.9) will be a condition precedent to any exercise by **OWNER** or **CONTRACTOR** of such rights or remedies as either may otherwise have under the Contract Documents or at law in respect of any such claim, dispute or other mater.

9.7 Limitations on Engineer's Responsibilities:

A. Neither **ENGINEER**'s authority to act under this Article 9 or elsewhere in the Contract Documents nor any decision made by **ENGINEER** in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of **ENGINEER** to **CONTRACTOR**, any Subcontractor, any manufacturer, fabricator, supplier or distributor or any of their agents or employees or any other person performing any of the Work.

B. Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed", "as approved" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper", or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review or judgement of **ENGINEER** as to the Work, it is intended, that such requirement, direction, review or judgement will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective never indicates that **ENGINEER** shall have authority to supervise or direct performance of the Work or authority to undertake responsibility contrary to the provisions of Paragraph 9.7.C and 9.7.D.

C. **ENGINEER** will not be responsible for **CONTRACTOR**'s means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and **ENGINEER** will not be responsible for **CONTRACTOR**'s failure to perform the Work in accordance with the Contract Documents.

D. **ENGINEER** will not be responsible for the acts or omissions of **CONTRACTOR** or of any Subcontractors, or of the agents or employees of any **CONTRACTOR** or Subcontractor, or of any other person at the site or otherwise performing any of the Work.

ARTICLE 10 – CHANGES IN THE WORK

10.1 Without invalidating the Agreement, **OWNER** may, at any time or from time to time, order additions, deletions or revisions in the work; these will be authorized by written Change Orders only; duly signed in advance by the parties and set forth in the public minutes of the **OWNER**. Upon receipt of a Change Order, **CONTRACTOR** shall proceed with the Work involved. All such work shall be executed under the applicable conditions of the Contract Documents. If any Change

Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 11 or Article 12 on the basis on a claim made by either party.

10.2 **ENGINEER** may authorize minor changes in the Work not involving an adjustment in the Contract Price or the Contract Time which are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order and shall be binding on **OWNER**, and also on **CONTRACTOR** who shall perform the change promptly. If **CONTRACTOR** believes that a Field Order Justifies an increase in the Contract Price or Contract Time, **CONTRACTOR** may make a claim therefor as provided in Article 11 or Article 12.

10.3 Additional Work performed without authorization of a Change Order will not entitle **CONTRACTOR** to an increase in the Contract Price or an extension of the Contract Time, except as in the case of an emergency as provided in Paragraph 6.12.

10.4 **OWNER** shall execute appropriate written Change Order prepared by **ENGINEER** covering changes in the Work which are required by **OWNER**, or required because of unforeseen physical conditions or emergencies, or because of uncovering work found not to be defective, or as provided in Paragraphs 11.6 and 15.1.

10.5 If notice of any changes affecting the general scope of the Work or change in the Contract Price is required by the provisions of any Bond to be given to the surety, it will be **CONTRACTOR**'S responsibility to so notify the Surety, and the amount of each applicable Bond shall be adjusted accordingly. **CONTRACTOR** shall furnish proof of such adjustment to **OWNER**.

ARTICLE 11 – CHANGE OF CONTRACT PRICE

11.1 The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to **CONTRACTOR** for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by **CONTRACTOR** shall be at his expense without change in the Contract Price.

11.2 The Contract Price may only be changed by a written Change Order duly signed in advance by the parties and set forth in the public minutes of the **OWNER**. Any claim for an increase in the Contract Price shall be based on written notice delivered to **OWNER** and **ENGINEER** within fifteen days of the occurrence of the event giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within forty-five days of such occurrence unless **ENGINEER** allows an additional period of time to ascertain accurate cost data. All claims for adjustment in the Contract Price shall be determined by **ENGINEER** if **OWNER** and **CONTRACTOR** cannot otherwise agree on the amount involved. Any change in the Contract Price resulting from any such claim shall be incorporated in a written Change Order.

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

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

B. By mutual acceptance of a lump sum.

C. On the basis of the Cost of the Work (determined as provided in Paragraph 11.4) plus a Contractor's Fee for overhead and profit (determined as provided in Paragraph 11.5).

D. Whenever the cost of any Work is to be determined pursuant to Paragraphs 11.4.A and 11.4.B, **CONTRACTOR** will submit in form acceptable to **ENGINEER**, an itemized cost breakdown together with supporting data.

11.4 Cost of the Work

A. The term Cost of the Work means the sum of all costs necessarily incurred and paid by **CONTRACTOR** in the proper performance of the Work. Except as otherwise may be agreed to in writing in advance by **OWNER**, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in Paragraph 11.4.B.

1. Payroll costs for employees in the direct employ of **CONTRACTOR** in the performance of the Work under schedules of job classifications agreed upon by **OWNER** and **CONTRACTOR**. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs 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' or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing Work after regular working hours, on 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 manufacturers' 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 all 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 the Subcontractors for work performed by Subcontractors. If required by **OWNER**, **CONTRACTOR** shall obtain competitive bids from Subcontractors acceptable to **CONTRACTOR** and shall deliver such bids to **OWNER** who will then determine, with the advice of **ENGINEER**, which bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a Fee, the Subcontractor's Cost of the Work shall be determined in the same manner as **CONTRACTOR**'S Cost of the Work. All subcontractors shall be subject to the other provisions of the Contract Documents in so far as applicable.

4. Supplemental cost including the following:
   a. Rentals of 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, installation, dismantling and removal thereof--all in accordance with 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.
   b. Cost of premiums for additional Bonds and insurance required because of changes in the Work.

B. The Term Cost of the Work shall not include any of the following:
1. Payroll costs and other compensation of **CONTRACTOR**'s officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by **CONTRACTOR** whether at the site or in his principal or a branch office for general administration of the work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.4.A.1 C

all of which are to be considered administrative costs covered by the **CONTRACTOR**'s Fee.

2. Expenses of **CONTRACTOR**'S principal and branch offices other than **CONTRACTOR**'S office at the site.
3. Any part of **CONTRACTOR**'S capital expenses, including interest on **CONTRACTOR**'S capital employed for the Work and charges against **CONTRACTOR** for delinquent payments.
4. Cost of premiums for all Bonds and for all insurance whether or not **CONTRACTOR** is required by the Contract Documents to purchase and maintain the same (except for additional Bonds and insurance required because of changes in the Work).
5. Costs due to the negligence of **CONTRACTOR**, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.
6. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 11.4.A.

11.5 Contractor's Fee:

A. The Contractor's Fee allowed to **CONTRACTOR** for overhead and profit shall be determined as follows:
   1. A mutually acceptable fixed fee; or if none can be agreed upon,
   2. A fee based on the following percentages of the various portions of the Cost of the Work:
      a. For costs incurred under Paragraphs 11.4.A.1 and 11.4.A.2, the Contractor's Fee shall not exceed a total of twenty percent for overhead and profit.
      b. For costs incurred under Paragraph 11.4.A.3, the Contractor's Fee shall not exceed a total of five percent; and if a subcontract is on the basis of Cost of the Work Plus a Fee, the maximum allowable to the Subcontractor as a fee for overhead and profit shall not exceed a total of twenty percent.
      c. No fee shall be payable on the basis of costs itemized under Paragraphs 11.4.A.4, and 11.4.B.

B. The amount of credit to be allowed by **CONTRACTOR** to **OWNER** for any such change which results in a net decrease in cost, will be the net decrease in Cost of the Work plus ten percent of the net decrease in the Cost of the Work. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any.

11.6 Cash Allowances: 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 done by such Subcontractors, manufacturers, fabricators, suppliers or distributors and for such sums within the limit of the allowances as may be acceptable to **ENGINEER**. Upon final payment, the Contract Price shall be adjusted as required and an appropriate Change Order issued. **CONTRACTOR** agrees that the original Contract Price includes such sums as **CONTRACTOR** deems proper for costs and profit on account of cash allowances. No demand for additional cost or profit in connection therewith will be allowed.

ARTICLE 12 – CHANGE OF THE CONTRACT TIME

12.1 The Contract Time may only be changed by a written Change Order approved in advance by the parties and set forth in **OWNER**'s public minutes. Any claim for an extension in the Contract Time shall be based on written notice delivered to **OWNER** and **ENGINEER** within fifteen days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence unless **ENGINEER** allows an

additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined by **OWNER** if **ENGINEER** and **CONTRACTOR** cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a written Change Order as set forth above.

12.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of **CONTRACTOR** if a claim is made therefor as provided in Paragraph 12.1. Such delays shall include, but not be limited to, acts or neglect by **OWNER** or others performing additional work as contemplated by Article 7, or to fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God. No extension of the Contract Time will be granted where the delay is attributable to a Subcontractor, manufacturer, fabricator, supplier or distributor or any other party performing services or furnishing material or equipment on behalf of the **CONTRACTOR** unless such party's delay is attributable to one of the above enumerated causes.

12.3 The time limits concerning Substantial Completion and final completion as stated in the Contract Documents are of the essence. The provisions of this Article 12 shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party, provided, however that **CONTRACTOR** shall not be entitled to damages for any delay occurring as a consequence of a delay in additional work being performed by others pursuant to Paragraph 7.1 hereof if the performance of said additional work was noted in the Contract Documents and the delay (by others) was not directly caused by the fault of **OWNER**.

ARTICLE 13 – WARRANTY AND GUARANTEE; TESTS AND INSPECTION; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.1 Warranty and Guarantee: **CONTRACTOR** warrants and guarantees to **OWNER** and **ENGINEER** that all work will be in strict accordance with the Contract Documents and will not be defective. Prompt notice after discovery of all defects shall be given to **CONTRACTOR**. All defective Work, whether or not in place, may be rejected or corrected as provided in this Article 13.

13.2 Access to Work: **ENGINEER** and **ENGINEER**'s representatives, other representatives of **OWNER**, testing agencies and governmental agencies with Jurisdictional Interests will have access to the Work at reasonable times for their observation, inspection and testing. **CONTRACTOR** shall provide proper and safe conditions for such access.

13.3 Tests and Inspections:

A. **CONTRACTOR** shall give **ENGINEER** timely notice of readiness of the Work for all required inspections, tests or approvals.

B. If any law, ordinance, rule, regulation, code, or orders of any public body having jurisdiction requires any Work (or part thereof) to specifically be inspected, tested or approved, **CONTRACTOR** (unless another party is specified in the General Requirements) shall assume full responsibility therefor, pay all costs in connection therewith and furnish **ENGINEER** the required certificates of inspection, testing or approval. **CONTRACTOR** shall also be responsible for and shall pay all costs in connection with any inspection or testing required by the Specifications in connection with **OWNER**'s or **ENGINEER**'s acceptance of a manufacturer, fabricator, supplier or distributor of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to **CONTRACTOR**'S purchase thereof for incorporation in the Work. The cost of all other inspections, tests and approvals required by the Contract Documents shall be paid by **OWNER** (unless otherwise specified).

C. All inspections, tests or approvals other than those required by law ordinance, rule, regulation, code or order of any public body having Jurisdiction shall be performed by organizations acceptable to **OWNER** (or by **ENGINEER** if so specified).

D. If any Work that is to be inspected, tested or approved is covered without written concurrence of **ENGINEER**, it must, if requested by **ENGINEER**, be uncovered for observation. Such uncovering shall be at **CONTRACTOR**'s expense unless **CONTRACTOR** has given **ENGINEER** timely notice of **CONTRACTOR**'s intention to cover such Work and **ENGINEER** has not acted with reasonable promptness in response to such notice.

E. Neither observations by **ENGINEER** nor inspections, tests or approvals by others shall relieve **CONTRACTOR** from his obligations to perform the Work in accordance with the Contract Documents.

13.4 Uncovering Work:

A. If any Work is covered contrary to the written request of **ENGINEER**, it must, if requested by **ENGINEER**, be uncovered for **ENGINEER**'s observation and replaced at **CONTRACTOR**'s expense.

B. If **ENGINEER** considers it necessary or advisable that covered Work be observed by **ENGINEER** or inspected or tested by others, **CONTRACTOR**, at **ENGINEER**'S request, shall uncover, expose or otherwise make available for observation, inspection or testing as **ENGINEER** may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, **CONTRACTOR** shall bear all expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order shall be issued. If, however, such Work is not found to be defective, **CONTRACTOR** shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing or reconstruction if he makes a claim therefor as provided in Articles 11 and 12.

13.5 Owner May Stop the Work: If the Work is defective, or **CONTRACTOR** fails to supply sufficient skilled Workmen or suitable materials or equipment, **OWNER** may order **CONTRACTOR** to stop the Work, or any portion thereof, until the cause for such order has been eliminated. However, this right of **OWNER** to stop the Work shall not give rise to any duty on the part of **OWNER** to exercise this right for the benefit of **CONTRACTOR** or any other party.

13.6 Correction or Removal of Defective Work: If required by **ENGINEER**, **CONTRACTOR** shall promptly, without cost to **OWNER** and as specified by **ENGINEER**, either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by **ENGINEER**, remove it from the site and replace it with nondefective Work.

13.7 One Year Correction Period: If, within one year after the date of Substantial Completion or such longer period of time as may be prescribed by law or 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, **CONTRACTOR** shall promptly, without cost to **OWNER** and in accordance with **OWNER**'s written instructions, either correct such defective Work, or, if it has been rejected by **OWNER**, remove it from the site and replace it with nondefective Work. If **CONTRACTOR** does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, **OWNER** may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by **CONTRACTOR**.

13.8 Acceptance of Defective Work:

A. If, instead of requiring correction or removal and replacement of defective Work, **OWNER** (and, prior to **ENGINEER**'s recommendation of final payment, also **ENGINEER**) prefers to accept it, **OWNER** may do so. In such case, if acceptance occurs prior to **ENGINEER**'s

recommendation of final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Prices or, if the acceptance occurs after such recommendation, an appropriate amount shall be paid by **CONTRACTOR** to **OWNER**.

B. **OWNER** may require **CONTRACTOR** to furnish, at **CONTRACTOR**'S expense, performance guarantees and additional Bonds prior to acceptance of defective Work.

13.9 Owner May Correct Defective Work: If **CONTRACTOR** fails within a reasonable time after written notice of **ENGINEER** to proceed to correct and to correct defective work or to remove and replace rejected Work as required by **ENGINEER** in accordance with Paragraph 13.6, or if **CONTRACTOR** fails to perform the work in accordance with the Contract Documents (including any requirements of the progress schedule), **OWNER** may, after seven days' written notice to **CONTRACTOR**, correct and remedy any such deficiency. In exercising his rights under this Paragraph, **OWNER** shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, **OWNER** may exclude **CONTRACTOR** from all or part of the site, take possession of all or part of the Work, and suspend **CONTRACTOR**'s services related thereto, take possession of **CONTRACTOR**'s tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which **OWNER** has paid **CONTRACTOR** but which are stored elsewhere. **CONTRACTOR** shall allow **OWNER**, **OWNER**'s representatives, agents and employees such access to the site as may be necessary to enable **OWNER** to exercise his rights under this Paragraph. All direct and indirect costs of **OWNER** in exercising such rights shall be charged against **CONTRACTOR** in an amount verified by **ENGINEER**, and a Change Order shall be issued incorporating the necessary revisions in the Contract Documents and a reduction in the Contract Price. Such direct and indirect costs shall include, in particular but without limitation, compensation for additional professional services required and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of **CONTRACTOR**'s defective Work. **CONTRACTOR** shall not be allowed an extension of the Contract Time because of any delay in his performance of the Work attributable to the exercise by **OWNER** of **OWNER**'s rights hereunder.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.1 Schedules: At least twenty days prior to submitting the first application for a progress payment, **CONTRACTOR** shall (except as otherwise specified in the General Requirements) submit to **ENGINEER** a progress schedule, final schedule of Shop Drawings submission and where applicable, a schedule of values of the Work. These schedules shall be satisfactory in form and substance to **ENGINEER**. The schedule of values shall include, quantities and unit prices aggregating the Contract Price, and shall subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Upon acceptance of the schedule of values by **ENGINEER**, it shall be incorporated into a form of Application for Payment acceptable to **ENGINEER**.

14.2 Application for Progress Payment: At least ten days before each application for a progress payment falls due (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 and also as **ENGINEER** may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by such data, satisfactory to **OWNER**, as will establish **OWNER**'s title to the material and equipment and protect **OWNER**'s interest therein, including applicable insurance. Each subsequent Application for Payment shall include an affidavit of **CONTRACTOR** stating that all previous progress payments received on account of the Work have been applied to discharge in full all of **CONTRACTOR**'s obligations reflected in prior Applications for Payment. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

14.3 Contractor's Warranty of Title: **CONTRACTOR** warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to **OWNER** at the time of payment free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens").

14.4 Review of Applications for Progress Payments:

A. **ENGINEER** will, within ten days after receipt of each Application for Payment, either indicate in writing his recommendation of payment and present the Application to **OWNER**, or return the Application to **CONTRACTOR** indicating in writing **ENGINEEER**'s reasons for refusing to recommend payment. In the latter case, **CONTRACTOR** may make the necessary corrections and resubmit the Application.

B. **ENGINEER**'s recommendation of any payment requested in an Application for Payment will constitute a representation by **ENGINEER** to **OWNER**, based on **ENGINEER**'s on-site observations of the Work in progress as an experienced and qualified design professional and on **ENGINEEER**'s review of the Application for Payment and the accompanying data and schedules that the Work has progressed to the point indicated that, to the best of **ENGINEER**'s knowledge, information and belief, the quality of the work is in accordance with the Contract Documents (subject to an evaluation of the work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in the recommendation) and that **CONTRACTOR** is entitled to payment of the amount recommended. However, by recommending any such payment **ENGINEER** will not thereby be deemed to have represented that exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work, or that the means, methods, techniques, sequences, and procedures of construction have been reviewed, or that any examination has been made to ascertain how or for what purpose **CONTRACTOR** has used the moneys paid or to be paid to **CONTRACTOR** on account of the Contract Price, or that title to any Work, materials or equipment has passed to **OWNER** free and clear of any Liens.

C. **ENGINEER**'s recommendation of final payment will constitute an additional representation by **ENGINEER** to **OWNER** that the conditions precedent to **CONTRACTOR**'s being entitled to final payment as set forth in Paragraph 14.9 have been fulfilled.

D. **ENGINEER** may refuse to recommend the whole or any part of any payment if, in **ENGINEER**'s opinion, it would be incorrect to make such representations to **OWNER**. **ENGINEER** may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify and such payment previously recommended, to such extent as may be necessary in **ENGINEER**'s opinion to protect **OWNER** from loss because:

1. The Work is defective, or completed Work has been damaged requiring correction or replacement,
2. Written claims have been made against **OWNER** or Liens have been filed in connection with the Work,
3. The Contract Price has been reduced because of Modifications,
4. **OWNER** has been required to correct defective Work or complete the Work in accordance with Paragraph 13.9,
5. Of **CONTRACTOR**'s unsatisfactory prosecution of the Work in accordance with the Contract Documents, or
6. Of **CONTRACTOR**'s failure to make payment to Subcontractors for labor, materials or equipment.

14.6 Partial Utilization: Use by **OWNER** of completed portions of the Work may be accomplished prior to Substantial Completion of all the Work subject to the following:

A. **OWNER** at any time may request **CONTRACTOR** in writing to permit **OWNER** to use any part of the Work which **OWNER** believes to be substantially complete and which may be used without significant interference with construction of the other parts of the Work. If **CONTRACTOR** agrees, **CONTRACTOR** will certify to **OWNER** and **ENGINEER** that said part of the Work is substantially complete and request **ENGINEER** to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time thereafter **OWNER**, **CONTRACTOR** and **ENGINEER** shall make an inspection of that part of the Work to be substantially complete, **ENGINEER** will notify **OWNER** and **CONTRACTOR** in writing giving his reason therefor. If **ENGINEER** considers that part of the Work to be substantially complete, **ENGINEER** will execute and deliver to **OWNER** and **CONTRACTOR** a certificate to that effect, fixing the date of Substantial Completion as to that part of the Work, attaching thereto a tentative list of items to be completed or corrected before final payment. Prior to issuing a certificate of Substantial Completion as to part of the Work, **ENGINEER** will deliver to **OWNER** and **CONTRACTOR** a written recommendation as to the division of responsibilities pending final payment between **OWNER** and **CONTRACTOR**, with respect to security, operation, safety, maintenance, utilities and insurance for that part of the Work which shall become binding upon **OWNER** and **CONTRACTOR** at the time of issuing the definitive certificate of Substantial Completion as to that part of the Work, unless **OWNER** and **CONTRACTOR** shall have otherwise agreed in writing and so informed **ENGINEER**. **OWNER** shall have the right to exclude **CONTRACTOR** from any part of the Work which **ENGINEER** has so certified to be substantially complete, but **OWNER** shall allow **CONTRACTOR** reasonable access to complete or correct items on the tentative list.

B. In lieu of the issuance of a Certificate of Substantial Completion as to part of the Work, **OWNER** may take over operation of a facility constituting part of the Work whether or not it is substantially complete if such facility is functionally and separately useable provided that prior to any such take over, **OWNER** and **CONTRACTOR** have agreed as to the division of responsibilities between **OWNER** and **CONTRACTOR** for security, operation, safety, maintenance, correction period, heat, utilities and insurance with respect to such facility.

C. No occupancy of part of the Work or taking over of operations of a facility will be accomplished prior to compliance with the requirements of Paragraph 5.8, in respect of property insurance.

14.7 Final Inspection: Upon written notice from **CONTRACTOR** that the Work is complete, **ENGINEER** will make a final inspection with **OWNER** and **CONTRACTOR** and will notify **CONTRACTOR** in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. **CONTRACTOR** shall immediately take such measures as are necessary to remedy such deficiencies.

14.8 Final Application for Payment: After **CONTRACTOR** has completed all such corrections to the satisfaction of **ENGINEER** and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked up record documents, and other documents all as required by the Contract Documents, and after **ENGINEER** has indicated that the Work is acceptable (subject to the provisions of Paragraph 14.10) **CONTRACTOR** may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents and such other data and schedules as **ENGINEER** may reasonably require, together with complete and legally effective releases or waivers (satisfactory to **OWNER**) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by **OWNER**, **CONTRACTOR** may furnish receipts or releases in full as an affidavit of **CONTRACTOR** that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which **OWNER** or his property might in any way be responsible, have been paid or otherwise satisfied and consent of the Surety, if any, to final payment. If any Subcontractor, manufacturer,

fabricator, supplier or distributor fails to furnish a release or receipt in full, **CONTRACTOR** may furnish a Bond or other collateral satisfactory to **OWNER** to indemnify **OWNER** against any Lien.

14.9 Final Payment and Acceptance:

A. 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, all as required by the Contract Documents, **ENGINEER** is satisfied that the Work has been completed and **CONTRACTOR** has fulfilled all of his obligations under the Contract Documents, **ENGINEER** will, within ten days after receipt of the final Application for Payment, indicate in writing his recommendation of payment and present the Application to **OWNER** for payment. Thereupon **ENGINEER** will give written notice to **OWNER** and **CONTRACTOR** that the Work is acceptable subject to the provisions of Paragraph 14.11. Otherwise, **ENGINEER** will return the Application 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. If the Application and accompanying documentation are appropriate as to form and substance, **OWNER** shall, within thirty days after receipt thereof, pay **CONTRACTOR** the amount recommended by **ENGINEER**.

B. If, through no fault of **CONTRACTOR**, final completion is materially delayed and if **ENGINEER** so confirms, **OWNER** shall, upon receipt of **CONTRACTOR**'s final Application for Payment and recommendations of **ENGINEER**, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by **OWNER** for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in Paragraph 5.1, the written consent of the Surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by **CONTRACTOR** to **ENGINEER** with his Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

14.10 Contractor's Continuing Obligation: **CONTRACTOR**'s obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by **ENGINEER**, nor the issuance of a certificate of Substantial Completion, nor any payment by **OWNER** to **CONTRACTOR** under the Contract Documents, nor any use or occupancy of the Work or any part thereof by **OWNER**, nor any act of acceptance by **OWNER** nor any failure to do so, nor the issuance of a notice of acceptability by **ENGINEER** pursuant to Paragraph 14.9, nor any correction of defective Work by **OWNER** shall constitute an acceptance of Work not in accordance with the Contract Documents or a release of **CONTRACTOR**'s obligation to perform the Work in accordance with the Contract Documents.

14.11 Waiver of Claims: The making and acceptance of final payment shall constitute:

A. A waiver of all claims by **OWNER** against **CONTRACTOR**, except claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.7 or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein: however it shall not constitute a waiver by the **OWNER** of any rights in respect of **CONTRACTOR**'s continuing obligations under the Contract Documents; and

B. A waiver of all claims by **CONTRACTOR** against **OWNER** other than those previously made in writing and still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.1 Owner May Suspend Work: **OWNER** may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to **CONTRACTOR** and **ENGINEER** which shall fix the date on which Work shall be resumed. **CONTRACTOR** shall resume the Work on the date so fixed. **CONTRACTOR** will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if he makes a claim therefor as provided in Articles 11 and 12.

15.2 Owner May Terminate:

A. Upon the occurrence of any one or more of the following events:

1. If **CONTRACTOR** is adjudged as bankrupt or insolvent,
2. If **CONTRACTOR** makes a general assignment for the benefit of creditors,
3. If a trustee or receiver is appointed for **CONTRACTOR** or for any of **CONTRACTOR**'S property,
4. If **CONTRACTOR** files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws,
5. If **CONTRACTOR** repeatedly fails to supply sufficient skilled Workmen or suitable materials or equipment,
6. If **CONTRACTOR** repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment,
7. If **CONTRACTOR** disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction,
8. If **CONTRACTOR** disregards the authority of **ENGINEER**, or
9. If **CONTRACTOR** otherwise violates in any substantial way any provisions of the Contract Documents,

OWNER may, after giving **CONTRACTOR** and his Surety seven days' written notice, terminate the services of **CONTRACTOR**, exclude **CONTRACTOR** from the site and take possession of the Work and of all **CONTRACTOR**'S tools, appliances, construction equipment and machinery at the site and use the same to full extent they could be used by **CONTRACTOR** (without liability to **CONTRACTOR** for trespass or conversion), 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 finish the Work as **OWNER** may deem expedient. In such case **CONTRACTOR** shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Work, including compensation for additional professional services, such excess shall be paid to **CONTRACTOR**. If such costs exceed such unpaid balance, **CONTRACTOR** shall pay the difference to **OWNER**. Such costs incurred by **OWNER** shall be verified by **ENGINEER** and incorporated in a Change Order, but in finishing the work **OWNER** shall not be required to obtain the lowest figure for the Work performed.

B. Where **CONTRACTOR**'s services have been so terminated by **OWNER**, the termination shall not affect any rights of **OWNER** against **CONTRACTOR** then existing or which may thereafter accrue. Any retention or payment of moneys due **CONTRACTOR** by **OWNER** will not release **CONTRACTOR** from liability.

C. Upon seven days' written notice to **CONTRACTOR** and **ENGINEER**, **OWNER** may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement. In such case, **CONTRACTOR** shall be paid for all Work executed and any expense sustained plus reasonable termination expenses.

15.3 Contractor May Stop Work or Terminate: If, through no act or fault of **CONTRACTOR**, the Work is suspended for a period of more than ninety days by **OWNER** or under an order of court or other public authority, or **ENGINEER** fails to acts on any Application for Payment within thirty days after it is submitted, or **OWNER** fails to pay **CONTRACTOR** any sum finally determined to be due, then **CONTRACTOR** may, upon seven days' written notice to **OWNER** and E**NGINEER**, terminate the Agreement and recover from **OWNER** payment for all Work executed and any expense sustained plus reasonable termination expenses. In addition and in lieu if terminating the Agreement, if **ENGINEER** has failed to act on an Application for Payment or **OWNER** has failed to make any payment as aforesaid, **CONTRACTOR** may upon seven days' written notice to **OWNER** and **ENGINEER** stop the Work until payment of all amounts then due. The provision of this paragraph shall not relieve **CONTRACTOR** of his obligations under Paragraph 6.14 to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with **OWNER**.

ARTICLE 16 – DISPUTE RESOLUTION

16.1 Unless otherwise provided in the Supplementary Conditions, all claims, disputes and other matters in question between **OWNER** and **CONTRACTOR** arising out of, or relating to the Contract Documents or the breach thereof, except for claims which have been waived by the making or acceptance of final payment as provided by Paragraph 14.11, shall be decided by the courts of the jurisdiction in which the Project is located.

16.2 In the case of any dispute that is required to be referred to **ENGINEER** initially for decision in accordance with Paragraph 9.6, no legal proceeding shall be instituted prior to the earlier of (a) the date on which **ENGINEER** had rendered a decision, or (b) the tenth day after the parties have presented their evidence to **ENGINEER**: and no proceeding with respect to such dispute shall be made later than thirty days after the date on which **ENGINEER** has rendered a written decision in respect thereof.

ARTICLE 17 – MISCELLANEOUS

17.1 Giving Notice: Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of notice.

17.2 Computation of Time: When any period of time is referred to in the Contract Documents by days, it shall 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 shall be omitted from the computation.

17.3 General:

A. Should **OWNER** suffer injury or damage to his person or property because of any error, omission or act of the **CONTRACTOR** or of any of the **CONTRACTOR**'s employees or agents or others for whose acts the **CONTRACTOR** is legally liable, claim shall be made in writing to the **CONTRACTOR** within a reasonable time of the first observance of such injury or damage.

B. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon **CONTRACTOR**, by Paragraphs 6.15, 13.1, 13.6, 13.9, 14.3 and 15.2 and all of the rights and remedies available to **OWNER** and **ENGINEER** thereunder, shall be in addition to, and shall not 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 law or contract, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this

Paragraph shall 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. All representations, warranties and guarantees made in the Contract Documents shall survive final payment and termination or completion of this Agreement.

17.4 Headings: The Article and Paragraph headings are inserted for convenience only and do not constitute part of these General Conditions.

END OF SECTION

SECTION 007300
SUPPLEMENTARY CONDITIONS

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SUPPLEMENTAL CONDITIONS

1. Definitions

The definition of “Technical Specifications” shall be the same as the definition for Specifications stated in Article 1 of the General Conditions.

The definition of “Contract Documents” included in Article 1 of the General Conditions shall be expanded to include the Advertisement for Bids, “Notice of Award, and Notice to Proceed.”

2. Before Starting Construction

In addition to the requirements of Paragraph 2.5.B of the General Conditions, “**CONTRACTOR** shall submit to **ENGINEER** for review and acceptance, an estimated work payment schedule in dollars versus contract time. The payment schedule shall be submitted together with the progress schedule and schedule of Shop Drawings within ten (10) days after the Effective date of the Agreement.”

In addition to the requirements of Paragraph 2.5 of the General Conditions, “**CONTRACTOR** shall deliver to the **OWNER**, with his signed Contract, all bonds and insurance which he is required to purchase and maintain in accordance with Article 5 of the General Conditions. A copy shall also be submitted to the **ENGINEER**. The **OWNER** shall deliver to the **CONTRACTOR** a copy of all policies of insurance which the **OWNER** is required to purchase and maintain in accordance with Article 5 of the General Conditions.”

3. Preconstruction Conference

The time period for holding the preconstruction conference as stated in Paragraph 2.6 of the General Conditions shall be changed from within 20 days to within 30 days after the Effective date of the Agreement, but before the **CONTRACTOR** starts the Work at the site.

4. Insurance Requirements

In addition to the requirements of Article 5 of the General Conditions, insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the **CONTRACTOR** under the terms of the Contract. The **CONTRACTOR** shall procure and maintain at his own expense any additional kinds and amounts of insurance that, in his own judgement, may be necessary for his proper protection in the prosecution of the Work.

The **CONTRACTOR** shall carry insurance as prescribed herein and all policies shall be with companies satisfactory to the City of Gluckstadt, Mississippi.

If a part of this Contract is sublet, the **CONTRACTOR** shall require each Subcontractor to carry insurance of the same kinds and in like amounts as carried by the **CONTRACTOR**.

Certificates of insurance shall state that 10 days written notice will be given to the **OWNER** before the policy is cancelled or changed. No **CONTRACTOR** or Subcontractor will be allowed to start any construction work on this Contract until certificates of all insurance required herein are filed and approved by the **OWNER**. The certificates shall show the type, amount, class of operations covered, effective dates and the dates of the expiration of policies.

The **CONTRACTOR** shall secure and maintain in effect for the period of the Contract and pay all premiums for the following kinds and amounts of insurance.

a. Worker's Compensation and Employer's Liability Insurance

This insurance shall protect the **CONTRACTOR** against all claims under the applicable State Worker's Compensation Laws. The **CONTRACTOR** shall also be protected and shall cause each Subcontractor to be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a Worker's Compensation Law. The liability limits shall not be less than the required statutory limits for Worker's Compensation and Employer's Liability in the amount of ONE HUNDRED THOUSAND DOLLARS ($100,000.00) for each person. This policy shall include an all states endorsement.

b. **CONTRACTOR**'S Comprehensive Public Liability and Property Damage Insurance, covering all operations in connection with the performance if this Contract in amounts not less than the following:

Bodily injury liability in the amount of ONE MILLION DOLLARS ($1,000,000) for each person and ONE MILLION DOLLARS ($1,000,000) for each accident and property damage liability in the amount of ONE MILLION DOLLARS ($1,000,000) for all damages arising out of the injury or destruction of property in any one accident and subject to that limit per accident a total for aggregate limit of ONE MILLION DOLLARS ($1,000,000) for all damages arising out of injury to or destruction of property during the policy period.

The Comprehensive Public Liability and Property Damage policies carried by both the **CONTRACTOR** and the Subcontractors shall contain an endorsement to include the coverage of the following hazards:

i. Explosion, collapse, and underground property damage to include any damage or destruction of property below the surface of the ground, such as wires, conduits, pipes, mains, sewers, etc., caused by the **CONTRACTOR**'S operations.

ii. The collapse of an structural injury to any building, structure or property on or adjacent to the **OWNER**'S premises or right-of-way caused by the **CONTRACTOR**'S operations in the removal of other buildings, structures, or supports, or by excavation below the surface of the ground.

iii. Contractual Liability Coverage for the Hold Harmless segments of the Contract Documents.

c. CONTRACTOR'S Contingent or Protective Liability and Property Damage:

In case part of this Contract is sublet, the **CONTRACTOR** shall secure contingent or protective liability and property damage insurance to protect him from any and all claims arising from the operation of his Subcontractors in the execution of Work included in the Contract. In no case shall the amount of such protection be less than the limits of $1,000,000 for Public Liability Insurance and $1,000,000 for Property Damage Insurance. The coverage in each case shall be acceptable to the **OWNER**.

d. Automotive Public Liability and Property Damage

The **CONTRACTOR** shall maintain automobile public liability insurance in the amount of not less than ONE MILLION DOLLARS ($1,000,000) for injury to one person and ONE MILLION DOLLARS ($1,000,000) for one accident; and automobile property damage insurance in the amount of not less than ONE MILLION DOLLARS ($1,000,000) for one accident to protect him from any and all claims arising from the use of the following:

i. **CONTRACTOR**'S own automobiles and trucks.

ii. Hired automobiles and trucks.

iii. Automobiles and trucks owned by Subcontractors.

The aforementioned is to cover use of automobiles and trucks on and off the site of the Project.

e. OWNER'S Protective Liability Policy

The **CONTRACTOR** shall maintain **OWNER**'S Protective Liability Insurance with City of Gluckstadt as the named insured, and the **ENGINEER**, and their servants, agents, and employees as additional insureds in amounts not less than the following:

i. Bodily Injury in the amount of ONE MILLION DOLLARS ($1,000,000) for each person and ONE MILLION DOLLARS ($1,000,000) for each accident and property damage liability in the amount of ONE MILLION DOLLARS ($1,000,000) for all damages arising out of an injury or destruction of property in any one accident and subject to that limit per accident a total (or aggregate) limit of ONE MILLION DOLLARS ($1,000,000) for all damages arising out of injury to or destruction of property during the policy period.

f. Builder's Risk Insurance Fire and Extended Coverage

Until the Project is completed and is accepted by the **OWNER**, the **CONTRACTOR** is required to maintain Builder's Risk Insurance (fire and extended coverage) adequate to fully cover the insurable portion of the Project for the benefit of the **OWNER**, the **CONTRACTOR** and Subcontractors as their interests may appear.

5. Concerning Subcontractors: Not Used.

6. Record Documents

In addition to the requirements of Paragraph 6.10 of the General Conditions, **CONTRACTOR** shall provide accurate 'mark-ups' acceptable to the **ENGINEER** on or before the date of Substantial Completion of the Project for use by the **ENGINEER** in preparation of 'record' drawings. Final payment will not be made to the **CONTRACTOR** prior to the **ENGINEER** receiving these mark-ups from the **CONTRACTOR**.

7. Limitations on ENGINEER'S Responsibilities

In addition to the requirements of Paragraph 9.7C, when it comes to his attention, the **ENGINEER** will immediately notify the **OWNER** in the event that the **CONTRACTOR** is not complying with the Contract Documents or is conducting the Work in such a manner that could be considered grounds for termination of the Contract. The **CONTRACTOR** shall retain responsibility for performing all Work in compliance with the Contract Documents.

8. Change of Contract Price:

In addition to the requirements of Article 11 of the General Conditions, the following is added:

If the Contractor is delayed, hindered or impeded at any time in the progress of the Work for any reason or by any alleged act or neglect of the Owner or the Engineer, or by any employee of either or by a separate Contractor employed by the Owner, or by changes ordered in the scope of the Work, or by other causes beyond the Contractor's control, then the Contract Time may be extended by Change Order for such reasonable time as is agreed to by the Owner. However, to the fullest extent permitted by law, and notwithstanding any other provisions in the Contract Documents, the Owner and it's agents and employees shall not be liable for any damages for

delay whether for direct or indirect costs, extended home office overhead, idle or inefficient labor or equipment, cost escalations, or monetary claims of any nature arising from or attributable to delay by any cause whatsoever. The Contractor's sole and exclusive right and remedy for delay by any cause is an extension of the Contract Time but no increase in the Contract Price.

9. Change of the Contract Time

In addition to the requirements of Paragraph 12.2 of the General Conditions, the following conditions must be satisfied in order for the Owner and Engineer to award a time extension for unusually severe weather:

a. The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

b. The unusually severe weather must cause a delay in the completion of the project. The delay must be beyond control without the fault of negligence of the **CONTRACTOR**.

c. The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the baseline for monthly weather time evaluations. The **CONTRACTORS'S** activity durations for inclusion in the progress schedule must reflect these anticipated adverse weather delays in all-weather dependent activities.

Month	Days	Month	Days
January	6	July	5
February	6	August	6
March	5	September	5
April	6	October	4
May	5	November	4
June	7	December	5

10. Payments to CONTRACTOR

Paragraph 14.2, Application for Progress Payment, is deleted in its entirety and the following substituted therefore:

a. Monthly Estimates and Partial Payments: The **CONTRACTOR**'**S** partial payment period shall end on the last day of each month. The **CONTRACTOR** shall submit acceptable Application for Payment to the **ENGINEER** by the 5th of each month provided that the amount due on completed work is at least $500.00. The partial payment request shall be filled out and signed by the **CONTRACTOR** covering the work completed as of the date of the request and accompanied by such supporting documentation as it's required by the Contract Documents and as the **ENGINEER** may reasonably require. At the discretion of the **OWNER**, the **ENGINEER** may be authorized to include in any monthly estimate advances covering approximately 95 percent of the value of unused materials delivered and stored on the site of the work. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site, the Application for Payment shall also be accompanied by such data, satisfactory to **OWNER**, as will establish **OWNER**'S title to the material and equipment and protect **OWNER**'S title to the material and equipment and protect **OWNER**'S interest therein, including applicable insurance. Each subsequent Application for Payment shall

include an affidavit of **CONTRACTOR** stating that all previous progress payments received on account of the Work have been applied to discharge in full all of **CONTRACTOR**'S obligations reflected in prior Applications for Payment.

b. After each monthly estimate has been approved, the **OWNER** shall pay 95 percent of the amount of said estimate. From the total value of each estimate there will be deducted an amount equivalent to 5 percent of the whole as a retainage to be held by the **OWNER**. The monthly estimates will be approximate only and subject to correction in any subsequent estimate rendered following discovery of the error. At the discretion of the **OWNER**, the **ENGINEER** may be authorized to include any monthly advances covering approximately 95 percent of the value of unused materials delivered and stored on the site of the work.

c. After discovery of any defective or questionable work, an amount equal to the estimated value of such work will be deducted from the next current estimate. The sum will not be included in a subsequent estimate until the defects have been remedied to the **ENGINEER**'S satisfaction.

d. The **OWNER** reserves the right to withhold payment of any monthly estimate that becomes due if, in the opinion of the **OWNER**'S Attorney, such action is warranted because of any breach of the Contract Provisions or malfeasance on the part of the **CONTRACTOR** or because the progress or the quality of the work is unsatisfactory and does not comply with the Plans and Specifications.

e. The **CONTRACTOR** may, at his option, withdraw the 5 percent retainage, or a part thereof, after 50 percent of the work has been completed, provided the **CONTRACTOR** has placed negotiable securities with the **OWNER** in compliance with Section 31-5-15 of the Mississippi Code of 1972.

The last sentence in Paragraph 14.9A of the General Conditions is modified to read, "If the Application and accompanying documentation are appropriate as to form and substance, **OWNER** shall, within 60 days after receipt thereof, pay **CONTRACTOR** the amount recommended by **ENGINEER**."

11. Subsurface Investigation Reports
Not Applicable.

12. Section 023000 – Exhibits (Site Plan & Layout)

13. Commencement of Contract Time: Notice to Proceed

The commencement of Contract Time, a stated in Item 2.3 of the General Conditions is changed to read The Contract Time will commence to run within the sixtieth day after the Effective Date of the Agreement, or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed; but in no event shall the Contract Time commence to run later than the sixtieth day after the Effective Date of the Agreement.

Notice to Proceed may be given at any time within sixty days after the Effective Date of the Agreement.

14. Maintenance of Traffic

Public Safety: Barricades, Signs, and Lights: Prior to any work, the **CONTRACTOR** shall have available barricades, signs, and lights in sufficient quantity to properly mark each street or any part thereof that is under construction in a manner in which the general public will readily know that the street is under construction and caution is necessary. These barricades, signs and lights shall be located to serve as warning, directive and instructive signs. Within the limits of the plans and specifications, the decision of the **ENGINEER** shall be final as to the type, number, and location of all barricades, signs, and lights.

In all cases, the type, number, and location of all barricades, signs, and lights shall conform to the standards set forth in the "Manual on Uniform Traffic Control Devices for Streets and Highways."

At all points along the work, where the nature of the construction operations in progress and the equipment and machinery in use is of such character as to endanger passing traffic, the **CONTRACTOR** shall, regardless of the time of day, provide such barricades, signs, and lights. Watchmen will be stationed where necessary to insure against accidents and avoid damage or injury to passing traffic.

The **CONTRACTOR** shall, for 24 hours per day during the total time of the contract (Sundays and holidays included), maintain an emergency telephone number and have available on this telephone, a person to take emergency calls. This person shall have the authority to direct personnel and materials to the point of emergency for necessary corrective measures.

Immediately upon receipt of the construction work order and prior to the beginning of work, the **CONTRACTOR** shall notify the **ENGINEER** in writing of the emergency telephone number giving the names of the people assigned to the respective shifts.

Barricades and signs shall meet the construction requirements set forth in the Manual on Uniform Traffic Control Devices for Streets and Highways. Lights shall also comply with requirements outlined in the Manual on Uniform Traffic Control Devices for Streets and Highways.

All barricades, signs and lights shall be maintained in first-class condition. Barricades and signs shall be repaired, cleaned or repainted as the case necessitates maintaining a neat, presentable and secure barricade. Lights shall be repaired, cleaned, adjusted and refilled or batteries recharged to ensure a minimum of 12 hours continuous burning. The **CONTRACTOR** shall, at any time that he is so directed by the **ENGINEER**, repair, remove or replace any sign, barricade or light if, in the opinion of the **ENGINEER**, the said sign, barricade or light is not performing its function as set forth in these Specifications.

15. Liquidated and Special Damages

Liquidated Damages: The **CONTRACTOR** will be subject to liquidated damages in the amount of $750.00 each consecutive calendar day after the time stipulated for Final Completion of the work.

The liquidated damages provided for herein were not calculated in contemplation or anticipation that the **CONTRACTOR** would default or otherwise abandon the project. In the event the **CONTRACTOR** does default or otherwise abandon the project, the **OWNER** reserves the right to collect from the **CONTRACTOR** or its surety, in addition to the liquidated damages, the actual damages including, but not limited to, additional engineering costs, incurred by the **OWNER** as a result of the default or abandonment.

END OF SECTION

SECTION 011100
SUMMARY OF WORK

PART 1 GENERAL

1.01 LOCATION OF WORK

A. All Work of this Contract is located on property owned by, leased by, or otherwise permitted for use by the Owner within the City of Gluckstadt, Mississippi.

1.02 WORK TO BE DONE

A. The Contractor shall furnish all labor, materials, equipment, tools, transportation, supervision, services, and incidentals necessary to provide a complete and fully functional Project in accordance with the Contract Documents.

B. The Work shall include the purchase, delivery, assembly, installation, construction, testing, inspection, and completion of all improvements required by the Contract Documents. The Contractor shall perform the Work complete, in place, and ready for its intended use.

C. The Contractor shall provide all incidental work necessary for completion of the Project, including, but not limited to, mobilization and demobilization, layout, minor site preparation and grading, excavation, backfill, compaction, foundations and footings, anchorage, drainage associated with the Work, utility coordination and connections where required, testing, permits, cleanup, repairs, replacement of damaged improvements, restoration, final grading, and stabilization of disturbed areas.

D. Mobilization and demobilization shall be considered incidental to the Work unless specifically identified as a separate Lump Sum Bid Item in the Proposal.

E. Materials, equipment, components, accessories, hardware, fasteners, foundations, connections, skills, tools, labor, and incidental items that are reasonably inferable or necessary to provide a complete, safe, functional, and properly installed Project shall be furnished by the Contractor whether or not each individual item is specifically identified in the Contract Documents.

F. The Contractor shall comply with all applicable federal, state, county, and municipal laws, codes, ordinances, regulations, accessibility requirements, manufacturer requirements, and industry standards applicable to the Work.

1.03 GENERAL DESCRIPTION OF WORK TO BE PERFORMED

A. The Project generally consists of furnishing, purchasing, delivering, and installing improvements for the Gluckstadt Community Park, including, but not necessarily limited to, the following:

1. Playground area, including playground equipment, associated components, accessories, foundations, anchorage systems, and required installation.
2. Fitness area, including outdoor fitness equipment, associated components, accessories, foundations, anchorage systems, and required installation.
3. Splash pad area, including splash pad equipment, features, components, accessories, foundations, piping, connections, controls, and other appurtenances specifically required by the Contract Documents and equipment manufacturer.
4. Fencing, gates, posts, foundations, hardware, and associated components around the designated playground, fitness, splash pad, and/or other areas identified in the Contract Documents.

5. Concrete sidewalks, concrete paving, curbing, equipment pads, foundations, and other miscellaneous concrete improvements required for completion of the Work.
6. Artificial or synthetic turf systems, including required subgrade preparation, base materials, drainage components, edging, seams, infill, and other materials required for a complete installation where specified.
7. Minor site grading, excavation, filling, compaction, and preparation necessary to establish the required grades and provide suitable surfaces for the proposed improvements.
8. Site preparation and selective demolition or removal of existing materials and improvements where necessary to complete the proposed Work.
9. Restoration, final grading, cleanup, stabilization, and repair of areas disturbed by construction.
10. All other incidental work, materials, equipment, accessories, connections, and services necessary to provide complete and functional playground, fitness, splash pad, fencing, sidewalk, turf, and associated site improvements in accordance with the Contract Documents.

B. The description above is intended to provide a general summary of the Work and shall not be construed as a complete listing of every item required. The Contractor shall review all Contract Documents, Specifications, equipment information, manufacturer requirements, details, schedules, and other information furnished as part of the Contract Documents and shall include in the Bid all Work necessary for a complete installation.

C. Where dimensions, limits, quantities, installation requirements, or other information are provided by equipment manufacturers or suppliers, the Contractor shall coordinate such requirements with the Work and verify all applicable field conditions prior to installation.

D. The Contractor shall be responsible for coordinating the various components of the Work so that the completed playground, fitness area, splash pad, fencing, sidewalks, turf areas, and associated improvements function together as a complete Project.

1.04 LUMP SUM BID ITEMS

A. The Lump Sum Bid Items included in the Proposal are intended to provide a breakdown of the total Contract Price for bidding and, as applicable, payment purposes. Each Lump Sum Bid Item shall include all labor, materials, equipment, tools, transportation, supervision, coordination, manufacturer-required components and accessories, incidentals, testing, startup, training, warranties, and other Work necessary to provide the respective portion of the Work complete, operational, and ready for its intended use in accordance with the Contract Documents.

B. The descriptions and division of the Lump Sum Bid Items shall not be construed as limiting the Contractor's responsibility to provide a complete Project. Work reasonably inferable or necessary for the complete installation of the improvements, whether specifically identified as a separate Bid Item or not, shall be included within the applicable Lump Sum Bid Item or Items and shall not constitute a basis for additional compensation.

C. Where Work could reasonably be associated with more than one Lump Sum Bid Item, the Contractor shall include the cost of such Work within the appropriate Lump Sum Bid Item or Items so that the total Bid includes the complete cost of the Work without omission or duplication.

D. The Contractor shall review the entire Contract Documents in determining the scope and price of each Lump Sum Bid Item. The Bid Item descriptions are provided for convenience and shall be considered together with the requirements of the applicable Specifications, manufacturer requirements, approved submittals, and other Contract Documents.

E. Refer to the Proposal for the individual Lump Sum Bid Items and Bid amounts.

1.05 WORK SEQUENCE

A. The Contractor shall coordinate the sequence and scheduling of the Work with the Engineer and Owner and shall conduct operations in a manner that minimizes disruption to adjacent properties, existing park facilities, and the general public.

B. Construction shall be performed in an orderly sequence to allow proper coordination between site grading, underground or concealed work, concrete construction, equipment foundations, equipment installation, fencing, turf installation, sidewalks, and final restoration.

C. The Contractor shall coordinate the Work of all subcontractors, suppliers, equipment manufacturers, and installers to avoid conflicts between the various components of the Project.

D. Areas under construction shall be appropriately secured and protected from public access until the Work has been completed, inspected, and accepted for use by the Owner.

1.06 CONSTRUCTION AREAS

A. The Contractor shall limit use of the site to areas necessary for performance of the Work. Storage and staging areas for materials, equipment, and employee vehicles shall be coordinated with and approved by the Owner and Engineer.

B. Coordinate use of the Project site under the direction of the Engineer.

C. The Contractor shall assume full responsibility for the protection and safekeeping of materials, products, and equipment stored or installed under this Contract until acceptance by the Owner.

D. The Contractor shall relocate stored materials, equipment, or other items under the Contractor's control when they interfere with operations of the Owner, other contractors, or construction activities.

E. The Contractor shall obtain and pay for any additional storage, staging, or work areas required for its operations.

F. The Contractor shall protect existing improvements, utilities, landscaping, facilities, and other property that is to remain. Any damage resulting from the Contractor's operations shall be repaired or replaced at no additional cost to the Owner.

1.07 OWNER OCCUPANCY AND PUBLIC ACCESS

A. The Owner may continue to occupy and use portions of the property during construction. The Contractor shall cooperate with the Owner and Engineer to minimize conflicts between construction activities and continued use of areas outside the active construction limits.

B. The Contractor shall conduct operations to minimize inconvenience and hazards to the general public and adjacent property owners.

C. The Contractor shall maintain appropriate barricades, fencing, signage, and other protective measures necessary to prevent unauthorized access to active construction areas.

D. Cleaning, site preparation, earthwork, concrete construction, equipment installation, fencing, turf installation, stabilization, and other Work shall be performed in accordance with the applicable Sections of the Contract Documents.

1.08 PARTIAL OWNER OCCUPANCY
(NOT USED)

1.09 CONTRACT DOCUMENTS

A. Specifications and Supplemental Information

The Contract Documents include the Specifications together with applicable equipment information, manufacturer requirements, schedules, details, diagrams, exhibits, grant documents, bid documents, and other information specifically incorporated into or issued as part of the Contract Documents.

B. Intent

The intent of the Contract Documents is to provide for a complete and functional Project. The Contractor shall furnish and install all Work reasonably necessary to accomplish the intended result, including incidental items normally required for a complete installation even though every such item may not be individually identified.

C. Discrepancies and Clarifications

The Contractor shall carefully review the Contract Documents and promptly notify the Engineer of any discrepancy, conflict, omission, unclear requirement, or field condition affecting the Work before proceeding with the affected portion of the Work.

The Contractor shall not make assumptions regarding conflicting or incomplete requirements when clarification from the Engineer is necessary. Clarifications or interpretations shall be provided by the Engineer in accordance with the Contract Documents.

D. Field Verification

Prior to ordering materials, fabrication, or installation, the Contractor shall verify dimensions, elevations, existing conditions, utility locations, equipment requirements, and other field conditions necessary for proper completion of the Work. Any discrepancies shall be brought to the attention of the Engineer before proceeding.

PART 2 – PRODUCTS
(NOT USED)

PART 3 – EXECUTION
(NOT USED)

END OF SECTION

SECTION 011110
SPECIAL PROJECT PROCEDURES

PART 1 – GENERAL

1.01 WORKMANSHIP, MATERIAL AND EQUIPMENT

A. Where a particular manufacturer, product, model, or system is identified in the Contract Documents as the “Basis of Design” or is followed by the words “or approved equal,” the named product is intended to establish the minimum required type, quality, performance, function, durability, and general design intent.

B. Products of other manufacturers may be considered as approved equals in accordance with the Instructions to Bidders, Section 012910 – Submittals, and the applicable Technical Specification Section.

C. Proposed equal products shall meet or exceed the requirements of the Contract Documents and shall be equivalent to the specified Basis-of-Design product with respect to quality, materials, performance, function, durability, compatibility, warranty, and general design intent.

D. Approval of an equal product shall not relieve the Contractor from responsibility for providing a complete, properly coordinated, and fully functional installation in accordance with the Contract Documents.

E. All equipment, materials, machinery, manufactured products, and other items incorporated into the Work shall be new and unused and shall be standard products of recognized manufacturers regularly engaged in the manufacture of products suitable for the intended application.

1.02 CONSTRUCTION SEQUENCING PLAN

A. The Contractor shall plan and sequence the Work to minimize disruption to the Owner, adjacent properties, existing park facilities, and the general public.

B. Prior to beginning construction, the Contractor shall submit a proposed Construction Sequencing Plan to the Engineer for review. The plan shall identify the general sequence and anticipated schedule for major portions of the Work, including, as applicable:

1. Mobilization and site preparation.
2. Minor site demolition and clearing.
3. Site grading and earthwork.
4. Underground utilities and drainage associated with the Work.
5. Concrete construction.
6. Splash pad construction and equipment installation.
7. Playground equipment installation.
8. Outdoor fitness equipment installation.
9. Fencing and gates.
10. Playground and fitness-area surfacing and turf.
11. Sidewalks and other site improvements.
12. Final grading, stabilization, cleanup, testing, commissioning, and closeout.

C. Coordinate the sequencing of the Work with manufacturers, suppliers, subcontractors, the Engineer, and Owner as necessary to provide a complete and properly coordinated installation.

D. Maintain safe access to portions of the property that remain open during construction.

E. Secure active construction areas from unauthorized public access by temporary fencing, barricades, signage, or other appropriate means.

F. Do not permit public use of playground equipment, fitness equipment, splash pad facilities, or other improvements until the applicable Work has been completed, inspected, tested where required, and accepted for use by the Owner.

1.03 PROVISIONS FOR CONTROL OF EROSION AND POLLUTANTS

A. Take sufficient precautions during construction to minimize erosion and prevent the discharge of silt, sediment, fuels, oils, concrete washout, chemicals, construction debris, and other pollutants into drainage systems, adjacent properties, or waters of the State.

B. Provide and maintain erosion and sediment control measures as required by applicable federal, state, and local regulations.

C. Where applicable, comply with requirements of the Mississippi Department of Environmental Quality and applicable stormwater permits.

D. Maintain disturbed areas in a manner that minimizes erosion throughout construction and stabilize disturbed areas upon completion of the Work.

1.04 ON-SITE STORAGE

A. Coordinate locations for storage and staging of materials and equipment with the Owner and Engineer.

B. Store materials and equipment in a manner that does not interfere with Owner operations, adjacent properties, public access, drainage, or construction activities.

C. Protect stored playground equipment, fitness equipment, splash pad equipment, turf, fencing, and other materials from damage, weather, contamination, theft, and deterioration.

D. The Contractor shall be responsible for the protection and security of materials and equipment until acceptance by the Owner.

1.05 INCLEMENT WEATHER

A. In the event of inclement weather, or when directed by the Engineer, the Contractor and Subcontractors shall protect the Work and materials against damage or deterioration resulting from weather conditions.

B. Do not perform Work under weather or site conditions that would adversely affect the quality, appearance, integrity, installation, or performance of the completed Work.

C. Protect excavations, prepared subgrades, concrete, equipment, surfacing, turf, and other materials and Work susceptible to damage from rain, excessive moisture, temperature extremes, wind, or other adverse weather conditions.

D. Work or materials damaged as a result of the Contractor's failure to provide adequate protection shall be repaired or replaced to the satisfaction of the Engineer at no additional cost to the Owner.

1.06 WARRANTIES

A. Unless a longer warranty period is required by an individual Technical Specification Section, manufacturer, supplier, or other provision of the Contract Documents, all Work furnished under the Contract shall be warranted for a minimum period of one (1) year from the date of Substantial Completion or acceptance for operation by the Owner, as applicable, and in accordance with Section 017850 – Warranties.

B. Where an individual Specification Section requires a warranty exceeding one (1) year, the longer warranty period shall govern.

C. The Work shall be warranted to be free from defects in materials and workmanship. Defective Work identified during the applicable warranty period shall be repaired or replaced by the Contractor to the satisfaction of the Owner and Engineer at no additional cost to the Owner.

D. Manufacturer's warranties shall be provided in addition to, and shall not limit, the Contractor's obligations under the Contract Documents.

1.07 CONSTRUCTION CONDITIONS

A. The Work under this Contract generally consists of construction and installation of playground improvements, outdoor fitness improvements, splash pad improvements, fencing, concrete sidewalks and paving, turf and surfacing, minor site grading, and associated site improvements.

B. The Contractor shall verify existing site conditions prior to beginning Work and shall coordinate construction with existing utilities, drainage, grades, structures, landscaping, and other improvements to remain.

C. The Contractor shall strictly comply with requirements of governmental agencies having jurisdiction over the Work.

D. Where applicable governmental requirements are more stringent than the requirements of the Contract Documents, the more stringent requirement shall apply unless otherwise directed by the Engineer.

1.08 PUBLIC NUISANCE

A. The Contractor shall conduct operations in a manner that does not create an unnecessary public nuisance or hazard.

B. Prohibited conditions include, but are not limited to, unauthorized encroachment on adjacent property, uncontrolled runoff, excessive airborne dust, accumulation of dirt or mud on public roadways, excessive noise, construction debris, unsafe excavations, and unauthorized public access to construction areas.

C. Promptly correct conditions resulting from construction activities that create a hazard or unreasonable inconvenience to the Owner, adjacent properties, or general public.

1.09 SUSPENSION OF WORK DUE TO WEATHER

A. During inclement weather, suspend Work that may be damaged, rendered inferior, or installed contrary to manufacturer requirements or the Contract Documents as a result of weather conditions.

B. During suspension of Work, adequately protect completed and partially completed Work, materials, equipment, excavations, and prepared surfaces from damage.

C. The Engineer's authority to direct suspension of Work shall not relieve the Contractor from responsibility for determining when weather conditions are unsuitable for proper performance of the Work.

D. The provisions of the General Conditions governing suspension of Work and Contract Time shall control.

1.10 RELOCATIONS

A. Where existing minor improvements interfere with the Work and relocation is specifically required by the Contract Documents or authorized by the Engineer, coordinate such relocation with the Owner and Engineer prior to proceeding.

B. Do not relocate existing utilities, structures, signs, fences, drainage facilities, or other improvements without prior authorization from the Owner and Engineer.

C. Protect existing improvements designated to remain from damage resulting from construction operations.

D. Repair or replace existing improvements damaged by the Contractor's operations at no additional cost to the Owner.

1.11 SALVAGE

A. Existing equipment or materials removed as part of the Work may be designated for salvage by the Owner or Engineer.

B. Materials designated for salvage shall remain the property of the Owner and shall be carefully removed, protected from damage, and delivered to a location designated by the Owner.

C. Unless specifically designated for salvage, materials removed from the Project shall become the Contractor's responsibility and shall be legally disposed of off-site.

1.12 PERMITS

A. Upon Notice of Award, the Contractor shall promptly obtain all permits, licenses, inspections, and approvals required for performance of the Work that have not been obtained by the Owner.

B. Do not commence Work requiring a permit or approval until the applicable permit or approval has been obtained.

C. Provide copies of Contractor-obtained permits and approvals to the Engineer upon request.

D. Unless otherwise specifically provided in the Contract Documents, costs associated with Contractor-obtained permits, licenses, inspections, and approvals shall be included in the Contract Price and shall not be paid for separately.

1.13 HAZARDOUS LOCATION

NOT USED

1.14 NOTIFICATION OF WORK AFFECTING EXISTING FACILITIES

A. Prior to performing Work that may affect existing utilities, drainage facilities, structures, park facilities, access, or other existing improvements, notify the Engineer sufficiently in advance to allow coordination with the Owner.

B. Do not interrupt, disconnect, modify, or otherwise affect an existing utility or facility without prior coordination and approval from the Owner and Engineer.

C. Coordinate required shutdowns or interruptions with the Owner and affected utility provider, where applicable.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 011115
UTILITIES COORDINATION

PART 1 – GENERAL

1.01 UTILITIES

A. Utilities for purposes of these Specifications shall include, but not necessarily be limited to, water lines, sanitary sewer lines, storm drainage facilities, gas lines, electrical lines, communication lines, conduits, cables, lighting systems, and associated structures and appurtenances, whether publicly or privately owned.

B. The Contractor shall coordinate construction activities with existing utilities and with new utility services and connections required for completion of the Work.

C. Utility work specifically identified in the Contract Documents as being provided or performed by the Owner shall not be the responsibility of the Contractor except for coordination, preparation, and connection work specifically assigned to the Contractor.

1.02 UNDERGROUND INSTALLATIONS

A. Existing underground utilities, where indicated in the Contract Documents, are shown only to the extent that such information was made available to or discovered by the Engineer.

B. The location, depth, size, material, and completeness of existing underground utility information is not guaranteed by the Owner or Engineer.

C. Prior to excavation, the Contractor shall be responsible for having existing underground utilities located in accordance with applicable laws and requirements.

D. The Contractor shall verify the location of utilities that may conflict with or otherwise affect the Work before beginning the affected construction.

E. Exercise care during excavation and construction near existing utilities. Where necessary, use appropriate means to verify the horizontal and vertical location of existing utilities prior to performing Work that could result in damage.

1.03 UTILITIES WITHIN THE PROJECT AREA

A. Unless otherwise specifically indicated in the Contract Documents, the Contractor shall protect and maintain existing utilities and utility facilities that are to remain in service during construction.

B. Do not remove, adjust, relocate, disconnect, or otherwise modify an existing utility without prior coordination with and approval from the Engineer, Owner, and affected utility owner.

C. Where an existing utility conflicts with the proposed Work, promptly notify the Engineer before proceeding with construction in the affected area.

D. The Contractor shall coordinate the Work to minimize interruption of existing utility services.

E. Damage to existing utilities resulting from the Contractor's operations shall be promptly reported and repaired in accordance with the requirements of the affected utility owner. Costs resulting from damage caused by the Contractor's operations shall be borne by the Contractor.

1.04 RELOCATION OF EXISTING UTILITIES

A. When relocation, adjustment, or protection of an existing utility is necessary, notify the Engineer and affected utility owner prior to proceeding.

B. Coordinate utility relocation or adjustment work with the Owner, Engineer, utility owner, and other affected parties so that construction progress is not unnecessarily delayed.

C. Do not perform relocation or adjustment of utilities owned by others unless specifically authorized by the utility owner and Engineer.

1.05 OWNER-PROVIDED UTILITIES FOR SPLASH PAD

A. The City of Gluckstadt will provide electrical power to the electrical panel located at the splash pad valve cabinet and will make the electrical connection to the cabinet electrical panel prior to startup.

B. The City of Gluckstadt will provide the water supply to the splash pad valve cabinet and will provide a pressure-reducing valve, if required, and a properly sized backflow preventer.

C. The Contractor shall coordinate required locations, elevations, sizes, capacities, and connection requirements with the City prior to installation of the splash pad system.

D. The Contractor shall provide the splash pad utility components assigned to the Contractor under Section 116800 – Splash Pad System, including the valve cabinet, manifold, valves, controls, electrical equipment, feature piping, wastewater piping, and other components specified therein.

E. The Contractor shall provide sufficient advance notice to the City and Engineer when Owner-provided water and electrical services are required for completion, testing, startup, and commissioning of the splash pad.

F. Delays resulting from the Contractor's failure to properly coordinate or provide sufficient notice for Owner-provided utility work shall not constitute grounds for additional compensation or extension of Contract Time.

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

3.01 GENERAL COORDINATION

A. Following Notice to Proceed and prior to performing Work that may affect existing utilities, the Contractor shall coordinate with the owners of affected utilities and the Engineer.

B. The Contractor shall include utility coordination in the Project construction schedule and shall provide sufficient notice to utility owners, the Owner, and Engineer for required utility work, connections, relocations, adjustments, inspections, and shutdowns.

C. If changes in the Contractor's schedule affect previously coordinated utility work, promptly notify the affected utility owner, Owner, and Engineer.

D. The Contractor shall be responsible for construction delays or additional costs resulting from failure to properly coordinate utility work for which the Contractor is responsible.

3.02 PROTECTION OF EXISTING UTILITIES

A. The Contractor shall exercise care during excavation and construction to identify and protect existing water, sewer, storm drainage, gas, electrical, communication, irrigation, and other utility lines and facilities.

B. The Contractor shall assume responsibility for protecting existing public and private utilities affected by the Contractor's operations, whether or not such utilities are indicated in the Contract Documents.

C. Prior to excavation, obtain required utility locations and verify utilities that may be affected by the Work.

D. Where existing utilities are located within or immediately adjacent to proposed excavations, foundations, equipment footings, piping, sidewalks, splash pad improvements, playground improvements, fitness-area improvements, fencing, or other Work, verify their location prior to construction.

E. Maintain existing utility services unless an interruption has been specifically coordinated and approved by the Owner and affected utility owner.

F. Immediately notify the utility owner and Engineer of damage to an existing utility. Repair damage resulting from the Contractor's operations in accordance with utility-owner requirements and at no additional cost to the Owner.

3.03 UTILITIES REQUIRING ADJUSTMENT

A. Where existing utilities require relocation, removal, adjustment, or replacement to accommodate the Work, coordinate the required work with the Engineer, Owner, and affected utility owner.

B. Where possible, utility adjustments shall be completed prior to construction of improvements that would prevent or interfere with access to the utility.

C. Where utility work must be performed concurrently with other construction, coordinate the sequence and timing of the Work among all affected parties.

D. If an unforeseen utility conflict is encountered, stop Work in the immediate affected area and notify the Engineer. Do not proceed with Work that would damage or interfere with the utility until the conflict has been evaluated and direction has been provided.

3.04 UTILITIES CONFLICTING WITH OPERATIONS

A. Existing utilities that do not require relocation but are located sufficiently close to the Work to potentially interfere with construction shall be located and protected prior to performing the affected Work.

B. The Contractor shall plan and perform construction operations to protect existing utilities that are to remain.

C. Temporary support or protection of existing utilities shall be provided where required for safe completion of the Work and shall be coordinated with the utility owner.

3.05 UTILITY CONNECTIONS AND SPLASH PAD COORDINATION

A. Prior to construction of the splash pad utility systems, coordinate with the City and Engineer to verify the locations of the Owner-provided water and electrical connection points.

B. Coordinate the location of the splash pad valve cabinet with the City prior to construction. The valve cabinet shall be located within a greenspace at a location approved by the City.

C. Coordinate the proposed location where the 4-inch PVC splash pad wastewater line will daylight with the City prior to installation.

D. Coordinate Contractor-provided equipment and piping with Owner-provided water and electrical services to ensure compatibility and proper operation of the completed splash pad system.

E. Verify required water pressure, flow, electrical characteristics, and other utility requirements of the approved splash pad equipment prior to installation and sufficiently in advance of the Owner's utility work.

F. Do not commence final startup or commissioning of the splash pad until required water and electrical connections have been completed and the system is ready for operation.

3.06 UNFORESEEN OR MISLOCATED UTILITIES

A. If an existing utility is encountered that is not indicated in the Contract Documents, or is found at a location materially different from available information, immediately notify the Engineer.

B. Protect the utility from damage and do not proceed with Work that would interfere with the utility until its ownership, location, and required disposition have been determined.

C. Adjustments to the Work resulting from unforeseen utility conditions shall be handled in accordance with the applicable provisions of the Contract Documents.

END OF SECTION

SECTION 011120
PROJECT COORDINATION

PART 1 – GENERAL

1.01 WORK PROGRESS

The Contractor shall furnish personnel, equipment, materials, and supervision sufficient to perform the Work efficiently and to maintain a rate of progress that will ensure completion of the Work within the Contract Time. If, at any time, the personnel, equipment, or methods employed by the Contractor appear to the Engineer to be inefficient, inappropriate, or insufficient to accomplish the required quality or rate of progress, the Engineer may require the Contractor to increase the efficiency, change the character, or increase the personnel or equipment. Failure of the Engineer to issue such an order shall not relieve the Contractor of the obligation to perform the Work in accordance with the Contract Documents and within the specified Contract Time.

1.02 WORK LOCATIONS AND COORDINATION

A. The Contractor shall coordinate all Work required under this Contract so that the playground, playground equipment, outdoor fitness area and equipment, splash pad, sidewalks, fencing, turf areas, site grading, utilities, and associated improvements are properly located and integrated into the completed Project.

B. The Contractor shall verify existing site conditions and dimensions prior to beginning construction and shall notify the Engineer of any conditions that may affect the location, installation, or operation of the Work.

C. Work shall be located substantially in accordance with the Contract Documents and approved equipment layouts. Where specific dimensions or locations are not indicated, the Contractor shall coordinate the proposed location with the Engineer and Owner prior to installation.

D. The Contractor shall coordinate the work of all subcontractors, equipment manufacturers, suppliers, and installers to ensure that all components are compatible and properly integrated.

E. No equipment, structure, utility, fence, sidewalk, or other improvement shall be installed in a location that conflicts with another portion of the Work. The Contractor shall resolve such conflicts with the Engineer prior to installation.

1.03 EQUIPMENT AND MANUFACTURER COORDINATION

A. The Contractor shall coordinate directly with the playground equipment manufacturer, outdoor fitness equipment manufacturer, splash pad manufacturer/supplier, and other specialty suppliers as necessary to ensure proper installation of the complete systems.

B. Prior to installation, the Contractor shall verify manufacturer requirements for foundations, footings, anchorage, clearances, safety zones, fall zones, utilities, drainage, surfacing, and other installation requirements.

C. The Contractor shall coordinate equipment locations and required clearances with adjacent sidewalks, fencing, turf areas, landscaping, drainage features, utilities, and other site improvements.

D. Equipment shall not be installed until required submittals have been reviewed and approved in accordance with Section 012910 – Submittals and the applicable specification sections.

1.04 OPEN EXCAVATIONS

A. All open excavations shall be adequately safeguarded by providing temporary barricades, caution signs, lights, fencing, and other means necessary to prevent accidents to persons and damage to property.

B. The Contractor shall take all necessary precautions to prevent injury to the public, Owner's personnel, Engineer's personnel, and workers due to open excavations.

C. When construction is not in progress, excavations shall be backfilled, covered, or otherwise adequately protected as directed by the Engineer.

D. Excavated materials shall be placed in locations that do not create a hazard or interfere with access, drainage, construction operations, or completed portions of the Work.

1.05 MAINTENANCE OF PUBLIC ACCESS

A. The Contractor shall conduct construction operations in a manner that minimizes inconvenience to the Owner, public, adjacent property owners, and other persons using the area.

B. The Contractor shall provide safe pedestrian access to areas of the site that are required to remain accessible during construction, as directed by the Owner or Engineer.

C. Construction areas shall be adequately barricaded, fenced, or otherwise secured to prevent unauthorized access.

D. The Contractor shall coordinate the sequence of Work so that completed portions of the Project are protected and are not damaged by subsequent construction activities.

E. If construction activities require temporary closure of portions of the park or existing pedestrian facilities, the Contractor shall coordinate the closure with the Owner and Engineer prior to beginning the affected Work.

1.06 WATER FOR CONSTRUCTION PURPOSES

A. The Contractor shall provide and pay for water required for construction purposes unless specifically identified elsewhere in the Contract Documents as being provided by the Owner.

B. Water required for testing, cleaning, concrete placement, turf establishment, and other construction operations shall be provided by the Contractor unless otherwise specified.

C. Water service specifically identified in Section 116800 – Splash Pad System as being provided by the City of Gluckstadt shall be coordinated with the City and Engineer in accordance with the requirements of that Section.

1.07 CARE AND PROTECTION OF PROPERTY

A. The Contractor shall be responsible for the preservation of all public and private property and shall use every precaution necessary to prevent damage thereto.

B. If any damage is caused to public or private property as a result of the Contractor's operations, the Contractor shall restore the damaged property to its original or better condition at no additional cost to the Owner.

C. Existing sidewalks, curbing, fencing, landscaping, turf, trees, utilities, drainage structures, and other site features that are to remain shall be protected throughout construction.

D. Any existing site features damaged by the Contractor's operations shall be repaired or replaced as directed by the Engineer at no additional cost to the Owner.

E. The Contractor shall protect newly installed playground equipment, fitness equipment, splash pad components, sidewalks, fencing, turf, and other completed Work from damage caused by subsequent construction operations.

1.08 MAINTENANCE OF EXISTING DRAINAGE

A. The Contractor shall maintain existing drainage patterns and facilities throughout construction to the extent reasonably practicable.

B. Construction operations shall not unnecessarily obstruct existing drainage channels, inlets, pipes, swales, or other drainage facilities.

C. The Contractor shall take necessary measures to prevent ponding, erosion, sedimentation, or flooding caused by construction operations.

D. Any temporary drainage measures required to maintain existing drainage during construction shall be provided by the Contractor at no additional cost to the Owner unless otherwise provided for in the Contract Documents.

1.09 PROTECTION OF CONSTRUCTION AND EQUIPMENT

A. All newly constructed Work shall be carefully protected from damage. No wheeling, walking, storage of materials, operation of equipment, or placement of heavy loads on completed Work shall be permitted where such activities may damage the Work.

B. The Contractor shall protect playground equipment, fitness equipment, splash pad equipment, concrete sidewalks, fencing, turf, and other completed improvements from damage during construction.

C. Damaged Work shall be repaired or replaced by the Contractor at no additional cost to the Owner and to the satisfaction of the Engineer.

D. Equipment and materials shall be stored in locations approved by the Owner or Engineer and shall not interfere with construction activities or damage existing or completed improvements.

E. The Contractor shall maintain responsibility for the protection and safekeeping of all products and equipment stored on the site until final acceptance of the Work.

1.10 CLEANUP

A. During the course of the Work, the Contractor shall keep the site of operations in a clean and orderly condition.

B. The Contractor shall promptly remove construction debris, excess materials, packaging, excavated materials, concrete waste, and other refuse resulting from the construction operations.

C. Upon completion of the Work, the Contractor shall remove all surplus materials, temporary facilities, equipment, debris, and other items resulting from construction and shall leave the entire Project site in a clean, neat, and orderly condition.

D. Disturbed areas shall be restored in accordance with the applicable specification sections.

1.11 COORDINATION WITH OWNER

A. The Contractor shall coordinate construction activities with the City of Gluckstadt and the Engineer throughout the Project.

B. The Contractor shall provide sufficient advance notice to the Owner and Engineer for inspections, required approvals, equipment deliveries, utility connections, testing, startup, commissioning, and other activities requiring Owner or Engineer participation.

C. The Contractor shall coordinate with the City of Gluckstadt regarding Owner-provided water and electrical services required for the splash pad.

D. Prior to installation of the splash pad valve cabinet, the Contractor shall obtain approval from the City for the proposed cabinet location.

E. Prior to installation of the splash pad wastewater discharge line, the Contractor shall coordinate the proposed daylight location with the City.

F. Prior to Notice to Proceed, the Contractor shall submit the required splash pad renderings and layout to the City for review and confirmation that the proposed design meets the intent of the Contract Documents, as required by Section 116800 – Splash Pad System.

1.12 COOPERATION WITHIN THIS CONTRACT

A. All firms, subcontractors, suppliers, manufacturers, and persons authorized to perform Work under this Contract shall cooperate with the Contractor and with other trades performing Work under this Contract.

B. Each trade and subcontractor shall coordinate its Work with other portions of the Project to ensure that the Work is completed in a complete, functional, and workmanlike manner.

C. Cutting, patching, drilling, fitting, adjustment, and other incidental work required to properly coordinate the various components of the Project shall be performed by the Contractor or appropriate subcontractor unless otherwise indicated in the Contract Documents.

D. The Contractor shall be responsible for coordinating deliveries, equipment installation, utility connections, concrete work, fencing, turf installation, and other activities necessary for completion of the Project.

1.13 FINAL COORDINATION AND COMMISSIONING

A. Prior to final inspection, the Contractor shall verify that all playground equipment, outdoor fitness equipment, splash pad equipment, fencing, sidewalks, turf areas, utilities, and associated improvements have been completely installed and are ready for their intended use.

B. The Contractor shall correct any deficiencies identified during inspection prior to final acceptance.

C. The Contractor shall complete all required testing, startup, adjustment, training, documentation, and commissioning in accordance with the applicable specification sections.

END OF SECTION

SECTION 012900
APPLICATIONS FOR PAYMENT

PART 1 – GENERAL

1.1 REQUIREMENTS INCLUDED

Submit Applications for Payment to the ENGINNER in accordance with the Contract and Proposal and in the form required by the OWNER.

1.2 FORMAT AND DATA REQUIRED

A. Submit applications typed with items from Prices Bid Table typed on 8-1/2 inch x11 or 14-inch paper.

B. Provide detailed substantiating data on additional sheets, including paid invoices where applicable.

1.3 PREPARATION OF APPLICATION FOR PROGRESS PAYMENTS

A. Progress Payment Summary Sheet:
   1. Fill in required information, including that for Change Orders executed prior to date of submittal application, Analysis of Adjusted Contract Amount to Date, Analysis of work performed to date, Certification of Contractor, and Recommendation of Engineer.
   2. Execute certification with signature of a responsible employee of the CONTRACTOR.

B. Progress Payment Quantity Used Sheets:
   1. Fill in item from Prices Bid Table with item number, description, original contract quantity, unit cost, original contract total cost, quantity completed to date, total cost-to-date, and percent completion of item.
   2. To receive payment for materials stored on site, submit copies of the original paid invoices with the application for payment.

C. Progress Payment Stored Materials Sheets:
   1. Create table with the following columns:
      a. Description of stored material
      b. Received previous
      c. Received current
      d. Total received
      e. Total used
      f. Total stored
      g. Unit price
      h. Total cost
   2. Attach table to Application for Payment
   3. Stored materials shall be inventoried jointly prior to each application for payment.

1.4 ADDITIONAL REQUIREMENTS FOR APPLICATION OF PROGRESS PAYMENT

A. The CONTRACTOR is to maintain an updated set of record drawings in accordance with Section 901-S-121. As a prerequisite for monthly progress payments, the CONTRACTOR is to exhibit the updated record drawings for review by the ENGINEER.

B. Provide updated construction schedule showing work completed and work projected by month to the completion of the project if requested by ENGINEER.

1.5 PREPARATION OF APPLICATION FOR FINAL PAYMENT

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

B. Label progress payments “final.”

1.6 SUBMITTAL PROCEDURE

A. Submit monthly pay applications to the Engineer at the times agreed upon by the OWNER and CONTRACTOR.

B. A draft application shall be informally submitted to the ENGINEER who shall review the draft with the CONTRACTOR and make adjustments as appropriate. The CONTRACTOR shall then prepare a formal typed application using the informally approved amounts and submit six complete sets to the ENGINEER.

C. When the ENGINNER finds the application properly completed and correct, as informally approved, he will transmit four copies to the OWNER for payment with a copy to the CONTRACTOR.

PART 2 - PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 012905
CONSTRUCTION CHANGE REQUEST (CCR)

PART 1 – GENERAL

1.1 REQUIREMENT INCLUDED

A. Promptly implement Construction Change Request (CCR) procedures:
   1. Provide full written data required to evaluate changes.
   2. Maintain detailed records of work done on a time and material/Extra Work account basis.
   3. Provide full documentation to Owner on request.

B. Designate in writing the member of Contractor's organization:
   1. Who is authorized to accept changes in the work.
   2. Who is responsible for informing others in the Contractor's employ of the authorization of changes in the work.

C. Owner will designate in writing the person who is authorized to execute CCRs.

1.2 DEFINITIONS:

A. Construction Change Request (CCR): An approved written order covering changes in the plans or quantities or both, within the scope of the contract, and establishing the basis of payment and time adjustments for the work affected by the changes.

B. Supplemental Agreement : A written agreement by the parties of the contract covering alterations or Extra Work necessary for the completion of the contract.

C. Contractor may initiate a change by submitting a written notice to the Owner containing:
   1. Description of the proposed change.
   2. Statement of the reason for making the change.
   3. Statement of the effect on the Contract Price and the Contract Time.
   4. Statement of the effect on the work of other contractors.
   5. Documentation supporting any change in Contract Price or Contract Time as appropriate and adequate for proper review by the Owner.

1.3 CONSTRUCTION CHANGE AUTHORIZATION

A. CCR's will describe changes in the Work, both additions and deletions, with attachment of revised Contract Documents to define details of the change and will designate the method of determining any change in the Contract Sum and any change in Contract Time.
B. Owner will sign and date the CCR's as authorization for the Contractor to proceed with the change.

1.4 DOCUMENTATION OF PROPOSALS AND CLAIMS

A. Contractor shall support proposed lump sum proposal pricing and each unit price which has not previously been establishment with sufficient substantiating data to allow the Owner to evaluate the pricing.
B. Contractor shall provide the following data to support proposed time and pricing of both lump sum proposals, unit pricing, and time and material proposals:
   1. Labor required.
   2. Equipment required.
   3. Products required.
      a. Recommended source of purchase and unit cost.
      b. Quantities required.
   4. Taxes, insurance, and bonds.

5. Credit for work deleted from Contract, similarly documented.
6. Overhead and profit. (See 11.5 for limits)
7. Justification for any change in Contract Time.

C. In addition, Contractor shall support each claim for work done on a time-and material/Extra Work basis with the following additional information:
   1. Dates and times work was performed and by whom.
   2. Time record, summary of hours worked, and hourly rates paid.
   3. Receipts and invoices for:
      a. Equipment used, listing dates and times of use.
      b. Products used, listing quantities purchased.
      c. Subcontractors used, showing the same data as above.

1.5 PREPARATION OF CCR

A. Owner will prepare each CCR.

B. Form: As supplied by the Owner.

C. CCR will describe changes in the work, both additions and deletions, with attachments of revised Contract Documents to define details of the change.

D. CCR will provide an accounting of the adjustment in the Contract Price and in the Contract Time.

E. Should the execution a CCR require a Supplemental Agreement, due to alterations or Extra Work needed for completion of the contract, the Owner will prepare said agreement to be signed and executed by the Contractor, the Contractor's surety, the Engineer, the Architect, and the Owner.

1.6 LUMP SUM/FIXED PRICE CCR

A. Owner initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor.

B. Once Owner has completed and signed the form; all copies will be sent to Contractor for execution. The Contractor shall execute the CCR and return it to the Owner within seven days. Owner will make distribution of executed copies.

1.7 UNIT PRICE CCR

A. Content of CCR's will be based on either:
   1. Owner's definition of the scope of the required changes.
   2. Contractor's Proposal for a change.
   3. Survey of complete work.

B. The amounts of the unit prices to be:
   1. Those stated in the Contract Bid Form.
   2. Those mutually agreed upon between Owner and Contractor in the Supplemental Agreement.

1.8 CORRELATION WITH CONTRACTOR'S SUBMITTAL

A. Contractor shall revise monthly the Schedule of Values and Application for Payment forms to record each CCR as separate item of work and to record the adjusted Contract Price.
B. Contractor shall revise monthly the Construction Schedule to reflect each change in Contract Time, to include sub schedules to show changes for other items of work affected by the changes.

C. Upon completion of work under a CCR, the Contractor shall enter pertinent changes in Record Documentations.

1.9 PROCEDURES WHEN CONTRACTOR DOES NOT EXECUTE THE CCRS

It is anticipated that at the time of submittal to the Contractor, negotiations will have been completed with all parties agreeing to the change(s) in the work, change in Contract Price, and change in Contract Time. In the event that no agreement can be reached and the Contractor fails to execute the CCR within the specified time limit, the Owner may issue a CCR without signature of the Contractor establishing change to Contract Price or Contract Time. The Contractor will then be paid or assessed time on the basis of the CCR for the change in work with the Contractor not relinquishing his rights to submit a claim.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 012910
SUBMITTALS

PART 1 – GENERAL

1.1 SECTION INCLUDES

A. Submittal Procedures
B. Product Data
C. Shop Drawings
D. Samples
E. Manufacturer's Certificates
F. Manufacturer's Instructions
G. Manufacturer's Literature
H. Manufacturer's Installation Specifications
I. Manufacturer's Operation Manuals
J. Manufacturer's Maintenance Instructions
K. Product and System Layouts
L. Record and Closeout Submittals

1.2 SUBMITTAL PROCEDURES

A. Transmit each submittal on a form acceptable to the Engineer. Submit all required information to the attention of the Engineer.

B. Sequentially number each submittal transmittal. Resubmittals shall retain the original submittal number followed by a sequential alphabetic suffix.

C. Clearly identify the Project, Contractor, subcontractor, supplier, manufacturer, applicable Specification Section, product, system, and other pertinent information necessary to identify the purpose of the submittal.

D. Prior to submission to the Engineer, the Contractor shall review, approve, stamp, and sign or initial each submittal. The Contractor's approval shall certify that the Contractor has:

1. Reviewed and coordinated the submittal with the requirements of the Contract Documents.
2. Verified applicable products, materials, quantities, dimensions, and field conditions.
3. Coordinated the submittal with adjacent construction and related Work.
4. Verified that the proposed materials and equipment are suitable for their intended use.
5. Identified deviations or variations from the requirements of the Contract Documents.

E. Submittals that have not been reviewed and approved by the Contractor prior to submission may be returned without review.

F. Send or deliver submittals to:

McMaster & Associates, Inc.
212 Waterford Square, Suite 300
Madison, MS 39110

G. Allow five (5) to ten (10) days for each submittal review, excluding delivery time to and from the Contractor, unless otherwise specified in the individual Specification Sections.

H. Review time shall commence upon receipt of a complete submittal by the Engineer. Incomplete submittals may be returned without review.

I. Clearly identify all deviations, substitutions, variations, and limitations of the proposed product or system from the requirements of the Contract Documents. Failure to specifically identify a deviation shall not relieve the Contractor from complying with the Contract Documents.

J. Provide adequate space on each submittal for the Contractor's and Engineer's review stamps.

K. When submitting revised information, clearly identify all revisions made since the previous submission.

L. Distribute copies of reviewed submittals to subcontractors, suppliers, manufacturers, installers, and other parties as necessary for proper coordination and completion of the Work.

M. Promptly notify the Engineer of any inability to comply with the requirements of the Contract Documents identified during preparation or review of a submittal.

N. Engineer's review of a submittal is for general conformance with the design concept and requirements of the Contract Documents and shall not relieve the Contractor of responsibility for dimensions, quantities, field conditions, coordination, fabrication processes, construction means and methods, installation, safety, or compliance with the Contract Documents.

O. Approval or review of a submittal containing deviations from the Contract Documents shall not constitute approval of such deviations unless the deviations have been specifically identified by the Contractor and specifically accepted in writing by the Engineer.

P. Contractor shall not order materials or equipment, begin fabrication, or begin installation when the applicable individual Specification Section specifically requires Engineer approval of the submittal prior to such action.

1.3 PRODUCT DATA

A. Submit the number of copies required by the Owner or Owner's Representative, plus at least one (1) additional copy to be retained by the Engineer.

B. Clearly mark each copy to identify the specific products, models, sizes, options, accessories, finishes, and other information applicable to the Project.

C. Where manufacturer's standard literature contains information for multiple products or models, clearly identify the specific product proposed for use.

D. Supplement manufacturer's standard product data with additional information necessary to demonstrate compliance with Project-specific requirements.

E. Product Data shall include, as applicable:

1. Manufacturer and product identification.
2. Model number.
3. Materials and construction.
4. Dimensions.

5. Performance characteristics.
6. Installation requirements.
7. Utility requirements and connections.
8. Accessories and components.
9. Finishes and colors.
10. Warranty information.

F. After review, distribute Product Data in accordance with the Submittal Procedures specified herein.

1.4 SHOP DRAWINGS

A. Prepare Shop Drawings in a clear and accurate manner and at a scale sufficient to show all pertinent aspects of the Work, including dimensions, elevations, layouts, connections, attachment methods, anchorage, interfaces with adjacent construction, and other information necessary for proper installation.

B. Reproduction of all or a portion of the Engineer's Contract Drawings, when applicable, for submission as Shop Drawings will not be accepted unless specifically authorized by the Engineer.

C. Title each Shop Drawing with the Project name, Project location, Contractor, subcontractor or supplier, applicable Specification Section, and Engineer's Project number.

D. Shop Drawings shall show, as applicable:

1. Overall dimensions and configuration.
2. Equipment and component locations.
3. Materials and finishes.
4. Foundations, supports, and anchorage.
5. Utility requirements and connection points.
6. Piping, conduit, drainage, and other associated components.
7. Required clearances and access.
8. Interfaces with adjacent Work.
9. Applicable field dimensions and elevations.
10. Manufacturer and model numbers of equipment shown.

E. Each Shop Drawing or sheet shall be reviewed and approved by the Contractor prior to submission to the Engineer.

F. Where an individual Specification Section requires approval of Shop Drawings prior to ordering, fabrication, or construction, the Contractor shall not proceed with the affected Work until the required Shop Drawings have been reviewed and approved by the Engineer.

G. Work performed contrary to reviewed Shop Drawings or the requirements of the Contract Documents shall be corrected by the Contractor at no additional cost to the Owner.

1.5 PRODUCT AND SYSTEM LAYOUTS

A. Where required by an individual Specification Section, submit scaled layouts showing the proposed arrangement and installation of equipment, systems, and associated improvements.

B. Layouts shall include sufficient dimensions, elevations, slopes, equipment locations, utility connections, drainage, foundations, clearances, and other information necessary for the Engineer and Owner to evaluate the proposed installation.

C. Where the Contractor or equipment manufacturer is responsible for developing the final arrangement of a system based upon performance or design criteria established by the Contract Documents, the Contractor shall coordinate and verify the complete system layout prior to submission.

D. Approval of a layout shall not relieve the Contractor from responsibility for field verification, dimensions, quantities, coordination, code compliance, manufacturer requirements, or proper operation of the completed system.

1.6 SAMPLES

A. Include proper identification on each Sample, including the Project name, Contractor, manufacturer, product identification, applicable Specification Section, and a complete description of the intended use.

B. Submit the number of Samples specified in the individual Specification Sections. Unless otherwise specified, one (1) approved Sample may be retained by the Engineer.

C. Where applicable, Samples shall accurately represent the material, color, texture, finish, workmanship, and other characteristics proposed for the Work.

D. Reviewed Samples that may be incorporated into the Work will be identified in the applicable individual Specification Section.

E. Samples will not be used for testing purposes unless specifically required by the Contract Documents.

1.7 MANUFACTURER'S CERTIFICATES

A. When required by an individual Specification Section, submit certifications from the manufacturer, installation/application subcontractor, or Contractor in quantities specified for Product Data.

B. Certifications shall state that the applicable material, product, equipment, or installation meets or exceeds the requirements of the Contract Documents.

C. Submit supporting test data, affidavits, certifications, and other documentation as appropriate to demonstrate compliance.

D. Certificates may include recent or previous test results for the applicable material or product, subject to acceptance by the Engineer.

1.8 MANUFACTURER'S INSTRUCTIONS

A. When required by an individual Specification Section, submit manufacturer's printed instructions for delivery, storage, handling, assembly, installation, startup, testing, adjustment, operation, finishing, and maintenance, as applicable.

B. Manufacturer's instructions shall be specific to the products and equipment proposed for use on the Project.

C. Where manufacturer's instructions conflict with the Contract Documents, notify the Engineer prior to proceeding with the affected Work.

1.9 MANUFACTURER'S LITERATURE

A. Submit manufacturer's current technical literature when required by an individual Specification Section.

B. Clearly identify the specific product, model, option, and configuration proposed for the Project.

C. Manufacturer's literature shall contain sufficient information to demonstrate compliance with the applicable requirements of the Contract Documents.

1.10 MANUFACTURER'S INSTALLATION SPECIFICATIONS

A. Submit manufacturer's installation specifications and recommendations when required by an individual Specification Section.

B. Installation requirements shall include applicable foundations, anchorage, clearances, utility connections, assembly procedures, tolerances, testing, startup, and other requirements necessary for proper installation.

C. Install products and equipment in accordance with the manufacturer's approved installation requirements unless more stringent requirements are established by the Contract Documents.

1.11 OPERATION AND MAINTENANCE INFORMATION

A. When required by an individual Specification Section, submit manufacturer's operation and maintenance information for equipment and systems furnished under the Contract.

B. Operation and maintenance information shall include, as applicable:

1. Operating instructions.
2. Startup and shutdown procedures.
3. Recommended maintenance procedures and schedules.
4. Troubleshooting information.
5. Parts lists.
6. Manufacturer and supplier contact information.
7. Warranty information.
8. Recommended replacement parts.
9. Controls and programming information.

C. Submit final operation and maintenance information to the Owner prior to final completion unless otherwise approved by the Engineer.

1.12 RECORD AND CLOSEOUT SUBMITTALS

A. Submit record drawings, as-built information, warranties, operation and maintenance manuals, training documentation, test reports, certificates, and other closeout information when required by the individual Specification Sections.

B. Record information shall accurately reflect the final installed condition of the Work, including deviations from approved Shop Drawings and layouts.

C. Submit required closeout documentation prior to final completion unless otherwise approved by the Engineer.

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

NOT USED

END OF SECTION

SECTION 013210
CONSTRUCTION SCHEDULES

PART1 - GENERAL

1.1 REQUIREMENTS INCLUDED

A. The CONTRACTOR shall comply with the scheduling requirements of the General Conditions and Contract Documents.

B. The CONTRACTOR shall prepare, submit, maintain, and periodically update a construction progress schedule demonstrating the sequence and timing of the Work.

C. The schedule shall demonstrate the CONTRACTOR'S plan to complete all Work within the Contract Time and no later than the required completion date of August 31, 2027.

D. The CONTRACTOR shall coordinate procurement, submittals, fabrication, delivery, installation, testing, inspections, corrective work, and closeout activities with the construction schedule.

1.2 FORM OF SCHEDULES

A. Prepare schedules in the form of a horizontal bar chart or other similar format acceptable to the ENGINEER.

1. Provide a separate activity or horizontal bar for each major trade, operation, or element of the Work.
2. Provide a horizontal time scale sufficient to clearly indicate the planned duration and sequence of activities.
3. Provide sufficient scale and spacing to allow for notations and future revisions.
4. Minimum sheet size shall be 8-1/2 inches by 11 inches or larger as necessary for legibility.

B. Organize activities in a logical sequence generally corresponding with the major elements of the Work and applicable Specification Sections.

C. Clearly identify major milestones, submittals, procurement activities, construction activities, inspections, testing, substantial completion, punch-list work, and final completion.

1.3 CONTENT OF SCHEDULE

A. Construction Progress Schedule:

1. Show the complete sequence of construction by major activity.
2. Show planned beginning and completion dates for each major element of construction.
3. Show the interrelationship and sequencing of activities where completion of one activity affects another.
4. Show projected percentage of completion for major items as of the first day of each month.
5. Show anticipated monthly progress and payment amounts.
6. Include sufficient time for testing, inspections, corrective work, punch-list completion, site restoration, and final closeout prior to the required completion date.

B. Submittals and Procurement:

1. Show dates for CONTRACTOR'S submission of Shop Drawings, Product Data, Samples, and other required submittals.
2. Allow reasonable time for ENGINEER review and for resubmittal when required.
3. Identify major equipment and materials requiring fabrication, manufacturing, or extended delivery periods.
4. Show anticipated dates for approval, ordering, fabrication, delivery, and installation of long-lead items.

5. Long-lead items shall include, as applicable, playground equipment, outdoor fitness equipment, splash pad equipment and components, artificial turf and safety surfacing systems, fencing, specialty site furnishings, and other manufactured items necessary to complete the Work.
6. The CONTRACTOR shall make required submittals and place orders sufficiently early to avoid delays to the Work and to maintain the required completion date.

C. Review of the construction schedule or submittal schedule by the ENGINEER shall not relieve the CONTRACTOR of responsibility for timely procurement, coordination, sequencing, or completion of the Work within the Contract Time.

1.4 PROGRESS REVISIONS

A. Update the construction schedule periodically throughout the Work and submit an updated schedule with each monthly Application for Payment, unless otherwise approved by the ENGINEER.

B. Indicate actual progress of each activity through the date of submission.

C. Show changes occurring since the previous schedule submission, including:

1. Major changes in scope.
2. Activities modified since the previous submission.
3. Actual start and completion dates.
4. Revised projections of progress and completion.
5. Changes in procurement or anticipated delivery dates.
6. Other identifiable changes affecting the progress of the Work.

D. Where the updated schedule indicates that the Work is behind schedule or that the required completion date may not be achieved, provide a brief narrative describing:

1. Problem areas and causes of delay.
2. Impact of the delay on remaining Work.
3. Corrective actions proposed to recover lost time.
4. Adjustments to sequencing, manpower, equipment, procurement, or other operations proposed to maintain the required completion date.

E. Schedule updates shall not constitute approval of an extension of Contract Time. Changes to the Contract Time shall only be made in accordance with the Contract Documents.

1.5 SUBMISSIONS

A. Submit the initial construction schedule in accordance with the General Conditions and prior to commencement of significant construction activities.

B. The ENGINEER will review the schedule and return comments, if any, within ten (10) calendar days after receipt.

C. If revisions are required, the CONTRACTOR shall resubmit the schedule within seven (7) calendar days after receipt of review comments.

D. Updated schedules shall be submitted with each monthly Application for Payment unless otherwise approved by the ENGINEER.

PART 2 – PRODUCTS
NOT USED

PART 3 – EXECUTION
NOT USED

END OF SECTION

SECTION 014510
TESTING LABORATORY SERVICES

PART 1 GENERAL

1.1 REQUIREMENTS INCLUDED

A. The Owner will employ and pay for the services of an independent testing laboratory to perform testing specifically required by the Contract Documents. The Owner may also elect to have materials, equipment, or completed Work tested for compliance with the Contract Documents.

B. Employment of the testing laboratory shall in no way relieve the Contractor of its responsibility to perform the Work in accordance with the Contract Documents.

1.2 LIMITATIONS OF AUTHORITY OF TESTING LABORATORY

A. The testing laboratory is not authorized to:

1. Release, revoke, alter, or enlarge upon the requirements of the Contract Documents.
2. Approve or accept any portion of the Work.
3. Perform any duties or responsibilities of the Contractor.

1.3 CONTRACTOR'S RESPONSIBILITIES

A. Cooperate with laboratory personnel, provide access to the Work, and comply with reasonable requirements necessary to perform inspections, sampling, and testing.

B. Secure and deliver to the laboratory adequate quantities of representative samples of materials proposed for use where testing is required.

C. Provide to the laboratory proposed mix designs for concrete and other materials requiring control or testing by the laboratory.

D. Materials and equipment used in the performance of the Work are subject to inspection and testing at the point of manufacture, fabrication, or installation. Where required by the Contract Documents or requested by the ENGINEER, the Contractor shall provide certificates or statements from manufacturers or fabricators verifying that materials and equipment comply with the specified requirements. Costs associated with providing required manufacturer certifications shall be considered incidental to the Work, and no additional compensation will be allowed.

E. Furnish incidental labor and facilities necessary:

1. To provide access to Work to be tested.
2. To obtain and handle samples at the Project site or source of the product to be tested.
3. To facilitate inspections and tests.
4. To provide suitable storage and curing of test samples where required.

F. Notify the testing laboratory at least 24 hours in advance of operations requiring testing to allow for scheduling and assignment of personnel.

G. Employ and pay for the services of the same or a separate, equally qualified independent testing laboratory to perform additional inspections, sampling, or testing required for the Contractor's convenience or required because of defective or nonconforming Work, when approved by the Owner or ENGINEER.

PART 2 – PRODUCTS
NOT USED

PART 3 – EXECUTION
NOT USED

END OF SECTION

SECTION 017113
MOBILIZATION

PART 1 - GENERAL

A. Mobilization and Demobilization shall consist of all moving in, including preparatory work and operations and moving out, including all dismantling and clean-up work operations performed by the CONTRACTOR.

B. Mobilization shall include the movement of all labor, equipment, supplies and incidentals to the project site; establishment of facilities necessary for work on the project; and other work and operations which must be performed or costs not directly attributable to other pay items, exclusive of bidding costs, which must be incurred by the CONTRACTOR before beginning and during the early stages of production work on the project site.

B. Demobilization shall include the movement of all labor, equipment, supplies and incidentals from the project site; dismantling and removal of temporary facilities; clean-up of the project site and all work areas; and other work and operations which must be performed or costs not directly attributable to other pay items which must be incurred by the CONTRACTOR after completion of certain items or work and all other work on the Contract has been completed.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

PART 4 - COMPENSATION

4.01 MEASUREMENT

A. The percentage of the lump sum amount for this section will be measured in accordance with the Mobilization schedule submitted by the CONTRACTOR and approved by the ENGINEER within the following limitations:

% of Total Contract Earned*	% of Maximum Lump Sum This Item Allowed
10%	40%
25%	60%
80%	90%

B. When all work under this contract is completed by the CONTRACTOR and accepted by the ENGINEER, one hundred percent (100%) of the Lump Sum Amount will be allowed.

C. Total earned will be equal to certified estimates approved by the ENGINEER exclusive of the Mobilization Lump Sum and Materials Stored Amounts.

END OF SECTION

SECTION 017123
FIELD ENGINEERING

PART 1 – GENERAL

1.1 REQUIREMENTS INCLUDED

A. The Contractor shall provide and pay for field engineering services for:

1. Survey work required in execution of the Work.
2. Civil, structural, or other professional engineering services specified or required to execute the Contractor's construction methods.

B. The method of field staking for construction of the Work shall be at the option of the Contractor. The Owner or Engineer will provide available reference information and existing control points, if any. The Contractor shall be responsible for establishing all additional control, lines, grades, elevations, and layout necessary to complete the Work.

C. The accuracy of any method of staking shall be the responsibility of the Contractor. All engineering for vertical and horizontal control necessary for construction shall be the responsibility of the Contractor.

D. The Contractor shall be held responsible for the preservation of all stakes and marks. If any stakes or marks are disturbed by the Contractor, the Contractor shall not proceed with affected Work until such points, marks, lines, and elevations necessary for prosecution of the Work have been reestablished.

E. The Contractor shall provide competent personnel to perform the layout and staking necessary for construction of the Work. Where professional surveying services are required to establish or verify survey control, property boundaries, critical elevations, or other locations requiring professional surveying, such services shall be performed by a Professional Surveyor licensed in the State of Mississippi. The Contractor shall be responsible for the proper location, alignment, and elevation of the Work.

1.2 SURVEY REFERENCE POINTS

A. Locate and protect control points prior to starting site work and preserve all permanent reference points during construction.

1. Make no changes or relocations without prior written notice to the Engineer.
2. Report to the Engineer when any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations.

1.3 PROJECT SURVEY REQUIREMENTS

A. Establish temporary benchmarks as needed, referenced to available survey control points. Record locations, with horizontal and vertical data, on Record Drawings.

B. Establish lines, levels, grades, and locations, by instrumentation or other appropriate means, for:

1. Playground improvements and equipment.
2. Outdoor fitness improvements and equipment.
3. Splash pad improvements and equipment.
4. Fencing and gates.
5. Concrete sidewalks and other paved improvements.
6. Turf areas and minor site grading.
7. Utilities, drainage improvements, and other site improvements included in the Work.

C. From time to time, verify layouts by the same or equivalent methods.

D. Establish all required lines, grades, elevations, and locations prior to construction of the applicable improvements.

1.4 RECORDS

A. Maintain a complete and accurate log of control and survey work as it progresses.

1.5 SUBMITTALS

A. On request of the Engineer, submit documentation verifying the accuracy of field engineering work.

B. Submit Record Drawings showing the final locations and elevations of constructed improvements where applicable, including utilities, drainage facilities, splash pad components, and other improvements requiring horizontal or vertical location records.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 017400
CLEANING

PART 1-GENERAL

1.1 REQUIREMENTS INCLUDED

Cleaning shall include daily “policing” of the Work and surrounding areas to clear general debris, waste paper, packaging, wood scraps, concrete debris, excess materials, and other objectionable material, along with the final cleanup of the site required for project acceptance.

1.2 DISPOSAL REQUIREMENTS

Conduct cleaning and disposal operations to comply with applicable codes, ordinances, regulations, and anti-pollution laws.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.1 DURING CONSTRUCTION

A. Execute daily cleaning to keep the Work, the site, and adjacent properties free from accumulations of waste materials, rubbish, and windblown debris resulting from construction operations.

B. Provide onsite containers for the collection of waste materials, debris, and rubbish. All waste materials, including containers, food debris, packaging, and other miscellaneous materials, shall be properly disposed of in onsite containers.

C. Remove waste materials, debris, and rubbish from the site periodically and dispose of at legal disposal areas away from the site.

D. Keep playground, splash pad, outdoor fitness, sidewalk, turf, and other completed or partially completed areas free from construction debris and materials that could damage completed improvements or create a hazard to workers or the public.

3.2 FINAL CLEANING

A. Employ skilled workmen for final cleaning.

B. Remove excess materials, concrete debris, excavation spoils, packaging, temporary materials, and other construction debris from the Project site.

C. Broom clean concrete sidewalks, splash pad surfaces, and other paved surfaces; rake clean landscaped, turf, and other ground surfaces as appropriate.

D. Clean debris from drainage facilities, pipes, inlets, and other drainage improvements affected by the Work.

E. Clean playground equipment, outdoor fitness equipment, splash pad equipment and surfaces, fencing and gates, and other exposed finished improvements. Remove dirt, labels, protective coverings, adhesives, markings, and construction residue as appropriate without damaging finished surfaces.

F. Prior to Final Completion or Owner occupancy, Contractor shall conduct an inspection of exposed surfaces and all work areas to verify that the entire Work is clean and ready for its intended use.

END OF SECTION

SECTION 017700
CONTRACT CLOSEOUT

PART 1-GENERAL

1.1 REQUIREMENTS INCLUDED

The Contractor shall comply with the requirements stated in the Specifications for administrative procedures in closing out the Work.

1.2 SUBSTANTIAL COMPLETION

A. When the Contractor considers the Work substantially complete, he shall submit to the Engineer:

1. A written notice that the Work, or designated portion thereof, is substantially complete.
2. A list of items to be completed or corrected.

B. Within seven (7) calendar days after receipt of such notice, the Engineer will make an inspection to determine the status of completion. The Engineer's opinion as to the status of completion shall be based on completion of the following, as applicable:

1. Should the Engineer determine that the Work is not substantially complete:

a. The Engineer will promptly notify the Contractor in writing, giving the reasons therefore in accordance with the General and Supplemental Conditions.

b. Contractor shall remedy the deficiencies in the Work and send a second written notice of Substantial Completion to the Engineer.

c. The Engineer shall reinspect the Work.

2. When the Engineer finds that the Work is substantially complete, the Engineer will:

a. Prepare and deliver to the Owner a tentative Certificate of Substantial Completion with a tentative list of items to be completed or corrected before final payment.

b. After consideration of any objections made by the Owner as provided in the General and Supplemental Conditions of the Contract, and when the Engineer considers the Work substantially complete, the Engineer will execute and deliver to the Contractor a Certificate of Substantial Completion with a revised list of items to be completed or corrected.

1.3 FINAL INSPECTION

A. When the Contractor considers the Work complete, he shall submit written certification that:

1. Contract Documents have been reviewed.
2. Work has been inspected for compliance with the Contract Documents.
3. Work has been completed in accordance with the Contract Documents.
4. Equipment and systems have been installed, tested, started, adjusted, and demonstrated as required by the Contract Documents and are operational. This shall include, as applicable, playground equipment, outdoor fitness equipment, splash pad equipment and systems, gates and hardware, and other equipment furnished under the Contract.
5. Required Owner training for operation and maintenance of equipment and systems has been completed, where applicable.
6. Work is complete and ready for final inspection.

B. The Engineer will make an inspection to verify the status of completion within seven (7) calendar days after receipt of such certification.

C. Should the Engineer consider that the Work is incomplete or defective:

1. The Engineer will promptly notify the Contractor in writing, listing the incomplete or defective Work.
2. Contractor shall take immediate steps to remedy the stated deficiencies and send a second written certification to the Engineer that the Work is complete.
3. The Engineer will reinspect the Work.

D. When the Engineer finds that the Work is acceptable under the Contract Documents, he shall request the Contractor to make closeout submittals.

1.4 RE-INSPECTION FEES

Should the Engineer perform re-inspection due to failure of the Work to comply with the claims of status of completion made by the Contractor:

A. Engineer will be compensated for such additional services.

B. Engineer will deduct the amount of such compensation from the final payment to the Contractor.

1.5 CONTRACTOR'S CLOSEOUT SUBMITTALS TO ENGINEER

A. Warranties and Bonds: Requirements of Section 017850 – Warranties.

B. Certificate of Insurance for Products and Completed Operations.

C. Record Drawings and as-built information required by the Contract Documents.

D. Manufacturer's operation and maintenance manuals, instructions, and other documentation required by the Contract Documents.

E. Manufacturer's warranties and extended warranties required for playground equipment, outdoor fitness equipment, splash pad equipment and systems, fencing, surfacing, and other products or equipment furnished under the Contract, as applicable.

F. Documentation of required testing, startup, commissioning, and Owner training, as applicable.

G. Other closeout documents specifically required by individual Specification Sections.

1.6 FINAL ADJUSTMENT OF ACCOUNTS

A. Submit a final statement of accounting to the Engineer.

B. Statement shall reflect all adjustments to the Contract Sum:

1. The original Contract Sum.
2. Additions and deductions resulting from:

a. Previous CCR.

b. Deductions for uncorrected Work.

c. Penalties and bonuses.

d. Deductions for liquidated damages.

e. Deductions for re-inspection payments.

f. Other adjustments.

3. Total Contract Sum, as adjusted.
4. Previous payments.
5. Sum remaining due.

C. Engineer will prepare a final CCR reflecting approved adjustments to the Contract Sum which were not previously made by CCR.

1.7 APPLICATION FOR PAYMENT

Upon receipt of approval of the final CCR, the Contractor shall submit an Application for Payment in accordance with procedures and requirements stated in the Specifications.

1.8 CONTRACT CLEAR LIEN CERTIFICATE AND PAYMENT OF RETAINAGE

A. Upon receipt of the Engineer's acceptance of the Work, the Contractor shall submit an affidavit that the Project is clear of all material and labor liens.

B. Upon receipt of the affidavit of clear liens, the Contractor shall submit an Application for Payment to the Engineer requesting release of the Project retainage.

C. The Engineer shall review the Application for Payment of Project retainage and, if in order, shall submit the Application for Payment and supporting documentation to the Owner for payment.

D. The Owner shall release the Project retainage and make payment to the Contractor of the amount to which the Contractor is entitled in accordance with the Contract **Documents.**

PART 2-PRODUCTS (NOT USED)

PART 3-EXECUTION (NOT USED)

END OF SECTION

SECTION 017840
PROJECT RECORD DOCUMENTS

PART 1-GENERAL

1.1 REQUIREMENTS INCLUDED

Maintain at the site for the Owner one record copy of:

A. Conformed Drawings, sketches, and layouts, as applicable.

B. Conformed Specifications.

C. CCR's and other Modifications to the Contract.

D. Engineer's Field Orders or written instructions.

E. Approved Shop Drawings, Working Drawings, and Samples.

F. Field test records.

G. Construction photographs.

H. Latest approved Progress Schedule.

I. Manufacturer's installation information and approved equipment layouts, as applicable.

1.2 MAINTENANCE OF DOCUMENTS AND SAMPLES

A. Store documents and samples in a manner and location to prevent damage.

1. Provide files and racks for storage of documents.
2. Provide secure storage space for storage of samples.

B. File documents and samples in an orderly manner.

C. Maintain documents in clean, dry, legible condition and in good order. Do not use Record Documents for construction purposes.

D. Make documents and samples available at all times for inspection by the Owner and Engineer.

E. As a prerequisite for monthly progress payments, the Contractor shall exhibit the currently updated Record Documents for review by the Owner or Engineer.

1.3 MARKING DEVICES

Provide suitable marking devices for recording information using the color code designated by the Owner or Engineer.

1.4 RECORDING

A. Label each document “PROJECT RECORD.”

B. Record information concurrently with construction progress. Do not conceal Work until required record information has been documented.

C. Legibly mark Contract Drawings, sketches, layouts, and approved Shop Drawings, as applicable, to record actual construction:

1. The Contractor shall use the following color code in marking Record Documents:

a. Yellow for no change.

b. Red to indicate additions, deletions, and changes.

2. Record actual locations and elevations of constructed improvements where applicable, including:

a. Splash pad drainage piping, drain boxes, water lines, feature lines, valves, valve cabinet, and other concealed splash pad components.

b. Underground electrical conduits and other underground utilities installed as part of the Work.

c. Drainage facilities and associated invert elevations, where applicable.

d. Playground equipment, outdoor fitness equipment, splash pad equipment, fencing, gates, sidewalks, and other major site improvements where locations differ from the approved layout or Contract Documents.

e. Final grades and elevations where necessary to document proper drainage or where specifically requested by the Engineer.

3. Record locations of utilities, piping, conduits, and other appurtenances concealed by construction by referencing them to permanent, visible, and readily identifiable features.
4. Record field changes in dimensions, locations, elevations, and details.
5. Record changes made by Field Directive or CCR.
6. Record details not included in the original Contract Documents but necessary to accurately represent the completed Work.

D. Specifications and Addenda: Legibly mark each applicable Section to record:

1. Manufacturer, trade name, model or catalog number, and supplier of each significant product and item of equipment actually installed.
2. Changes made by Field Directive or CCR.

E. Maintain final approved Shop Drawings and equipment layouts showing changes made during construction.

1.5 SUBMITTAL

A. At Contract Closeout, deliver Record Documents to the Owner through the Engineer.

B. Record Documents shall be complete and reflect the actual completed construction to the extent reasonably ascertainable from the Contractor's records.

C. Accompany submittal with a transmittal letter containing:

1. Date.
2. Project title and number.
3. Contractor's name and address.
4. Title and number of each Record Document.
5. Signature of Contractor or authorized representative.

PART 2-PRODUCTS

PART 3-EXECUTION

END OF SECTION

SECTION 017850
WARRANTIES

PART 1-GENERAL

1.1 REQUIREMENTS INCLUDED

A. Compile specified warranties and bonds as required by the Contract Documents.

B. Co-execute submittals when so specified.

C. Review submittals to verify compliance with the Contract Documents.

D. Submit warranties and bonds to the Owner through the Engineer for review.

1.2 SUBMITTAL REQUIREMENTS

A. Assemble and include warranties, bonds, and service and maintenance agreements, where required, executed by the respective manufacturers, suppliers, installers, and subcontractors, including effective dates.

B. Number of original signed copies required: Two (2) each, where originals are available or required.

C. Provide a Table of Contents, neatly typed and arranged in orderly sequence. Provide complete information for each item, including:

1. Product, equipment, system, or Work item.
2. Manufacturer, supplier, installer, or other responsible firm, including name of principal or contact person, address, telephone number, and available contact information.
3. Scope of warranty.
4. Date warranty or bond begins.
5. Duration of warranty.
6. Information for Owner's personnel, including:

a. Proper procedure and contact information in case of failure.

b. Conditions or actions which may affect the validity of the warranty or bond.

7. Contractor's name, responsible principal, address, and telephone number.

1.3 FORM OF SUBMITTALS

A. Prepare in duplicate packets.

B. Format:

1. Size: 8-1/2 inches by 11 inches. Arrange documents in a suitable binder.
2. Cover: Identify each packet with the title “WARRANTIES AND BONDS” and list:

a. Title of Project.

b. Name of Contractor.

C. Binders: Commercial quality, three-ring “D” ring binder with durable and cleanable covers and maximum spine width of 2 inches.

1.4 WARRANTY REQUIREMENTS

A. Unless a longer warranty period is specified elsewhere in the Contract Documents, all Work, materials, products, equipment, and systems furnished under the Contract shall be warranted for a minimum period of one (1) year following the date of Substantial Completion and acceptance for operation by the Owner.

B. The Contractor shall warrant the Work against defects in workmanship, materials, installation, and performance during the applicable warranty period and shall promptly correct defective Work at no additional cost to the Owner.

C. Manufacturer's warranties shall be provided for products, equipment, and systems where required by the Contract Documents or normally provided by the manufacturer.

D. Where an individual Specification Section, manufacturer's standard warranty, approved submittal, or other requirement of the Contract Documents provides a warranty period longer than one (1) year, the longer warranty period shall apply.

E. Manufacturer's warranties shall be in addition to, and shall not limit or reduce, the Contractor's obligations under the Contract Documents.

F. The Contractor shall be responsible for coordinating warranty claims during the Contractor's warranty period and shall assist the Owner in obtaining corrective action from manufacturers, suppliers, installers, and subcontractors as applicable.

G. Warranty periods shall commence on the date of Substantial Completion unless a different commencement date is specifically stated in the applicable Specification Section or approved warranty.

1.5 PROJECT-SPECIFIC WARRANTIES

A. Provide all warranties required by the individual Specification Sections for the playground equipment and structures, outdoor fitness equipment, splash pad and associated equipment and systems, fencing and gates, surfacing and turf systems, concrete Work, and other improvements furnished under the Contract.

B. Where individual Specification Sections require specific warranty durations, those requirements shall govern.

C. Submit manufacturer warranties, Contractor warranties, and installer warranties as applicable for each system.

D. Warranty documentation shall clearly identify the equipment, product, or system covered; applicable warranty period; effective date; exclusions or limitations; and procedures and contact information for obtaining warranty service

PART 2-PRODUCTS

PART 3-EXECUTION

END OF SECTION

SECTION 023000
EXHIBITS

PART 1 – GENERAL

1.01 SECTION INCLUDES

A. Exhibits 1 and 2 are included with the Contract Documents to illustrate the general layout, limits, and design intent of the proposed improvements for Gluckstadt Community Park.

B. The Exhibits generally identify the proposed locations and relationships of improvements including, but not necessarily limited to, playground equipment, outdoor fitness equipment, splash pad improvements, sidewalks and concrete areas, artificial turf areas, fencing, walking trail, and associated site improvements.

C. The Exhibits are intended to establish the general scope, layout, and design intent of the Work and shall be used in conjunction with the Specifications and other Contract Documents.

D. Locations, dimensions, limits, and configurations shown on the Exhibits are approximate unless specifically indicated otherwise. Minor adjustments may be required to accommodate approved equipment, manufacturer requirements, existing field conditions, utilities, drainage, accessibility requirements, and proper installation.

E. Final equipment layouts, dimensions, foundations, fall zones, clearances, and installation requirements shall be based upon approved product submittals and the requirements of the applicable manufacturer.

F. The CONTRACTOR shall coordinate any proposed deviation or adjustment from the general layout shown on the Exhibits with the ENGINEER prior to performing the affected Work. Adjustments shall not materially alter the intended scope, function, accessibility, or overall design intent without prior approval.

G. The CONTRACTOR shall verify existing conditions and dimensions in the field prior to construction and shall promptly notify the ENGINEER of conflicts or conditions that may require modification of the Work.

PART 2 – PRODUCTS
NOT USED

PART 3 – EXECUTION
NOT USED

END OF SECTION

EXHIBIT 1

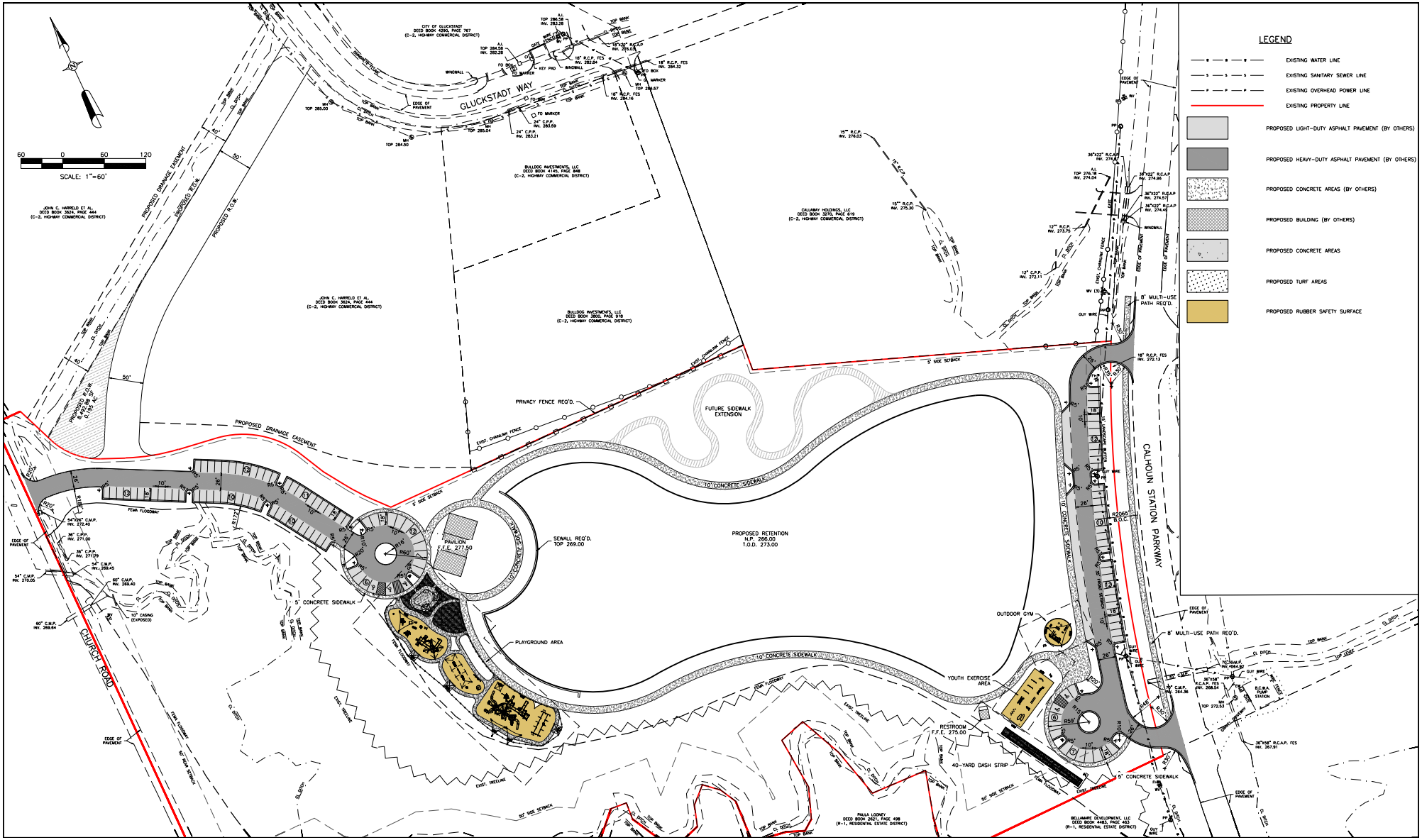
LEGEND
EXISTING WATER LINE
EXISTING SANITARY SEWER LINE
EXISTING OVERHEAD POWER LINE
EXISTING PROPERTY LINE
PROPOSED LIGHT-DUTY ASPHALT PAVEMENT (BY OTHERS)
PROPOSED HEAVY-DUTY ASPHALT PAVEMENT (BY OTHERS)
PROPOSED CONCRETE AREAS (BY OTHERS)
PROPOSED BUILDING (BY OTHERS)
PROPOSED CONCRETE AREAS
PROPOSED TURF AREAS
PROPOSED RUBBER SAFETY SURFACE
SCALE: 1"=60'
GLUCKSTADT WAY
CHURCH ROAD
CALHOUN STATION PARKWAY
PROPOSED DRAINAGE EASEMENT
PROPOSED R.O.W.
PRIVACY FENCE REQ'D.
FUTURE SIDEWALK EXTENSION
PROPOSED RETENTION
N.P. 266.00
T.O.D. 273.00
PAVILION
F.F.E. 277.50
SEWALL REQ'D.
TOP 269.00
PLAYGROUND AREA
OUTDOOR GYM
YOUTH EXERCISE AREA
RESTROOM
F.F.E. 275.00
40-YARD DASH STRIP
8' MULTI-USE PATH REQ'D.
5' CONCRETE SIDEWALK
10' CONCRETE SIDEWALK
FEMA FLOODWAY
EXIST. WETLINE
EXIST. TREELINE
5' SIDE SETBACK
50' SIDE SETBACK
30' REAR SETBACK
JOHN C. HARFIELD ET AL.
DEED BOOK 3624, PAGE 444
(C-2, HIGHWAY COMMERCIAL DISTRICT)
BULLDOG INVESTMENTS, LLC
DEED BOOK 4149, PAGE 848
(C-2, HIGHWAY COMMERCIAL DISTRICT)
BULLDOG INVESTMENTS, LLC
DEED BOOK 3900, PAGE 918
(C-2, HIGHWAY COMMERCIAL DISTRICT)
CITY OF GLUCKSTADT
DEED BOOK 4240, PAGE 767
(C-2, HIGHWAY COMMERCIAL DISTRICT)
COLUMBIA HOLDINGS, LLC
DEED BOOK 3270, PAGE 619
(C-2, HIGHWAY COMMERCIAL DISTRICT)
PAULA LOONEY
DEED BOOK 2621, PAGE 498
(R-1, RESIDENTIAL ESTATE DISTRICT)
BELLAMARE DEVELOPMENT, LLC
DEED BOOK 4483, PAGE 163
(R-1, RESIDENTIAL ESTATE DISTRICT)

EXHIBIT 2


YOUTH EXERCISE AREA
AGILITY STEPS
MONKEYBARS
VAULT WALLS
BALANCE WALK
START/STOP BOLLARDS
AGILITY PLATFORMS
NET WALL
PARALLEL BARS (42" HEIGHT)
ROCK CLIMBING/NET WALL
6' BENCH W/BACK (THERMOCOAT)
SIGN
NOTES:
1. ALL EQUIPMENT SHALL BE YOUTH SIZED.
2. SEE SPECS FOR EXERCISE STATIONS/ FREETSTANDING EQUIPMENT REQUIREMENTS.
OUTDOOR GYM
EXERCISE STATIONS
EQUILATERAL SHADE STRUCTURE
NOTE: SEE SPECS FOR EXERCISE STATIONS/ FREETSTANDING EQUIPMENT REQUIREMENTS.
SCALE: 1"=10'
LEGEND
PROPOSED LIGHT-DUTY ASPHALT PAVEMENT (BY OTHERS)
PROPOSED HEAVY-DUTY ASPHALT PAVEMENT (BY OTHERS)
PROPOSED CONCRETE AREAS (BY OTHERS)
PROPOSED BUILDING (BY OTHERS)
PROPOSED CONCRETE AREAS
PROPOSED TURF AREAS
PROPOSED RUBBER SAFETY SURFACE
RESTROOM
40-YARD DASH STRIP
TURF
PLAYGROUND AREA
4' GATE
4' IRON FENCE
10' CANTILEVER UMBRELLA
POP JET
SPLASH PAD
SAIL CANOPY
EQUILATERAL SHADE STRUCTURE
DUAL SPINNING SEAT
CRAWL TUBE
GROUND-LEVEL CLIMBER
ASSORTED PANELS
DUAL SLIDE
ACCESSIBLE RAMP
ACCESSIBLE CLIMBER
CLIMBING STEPS
RINGS
CLIMBING WALL
PLAYHOUSE
SPINNING SEAT
TODDLER/CRAWLER PLAYSET
SWING SET W/ ASSORTED SWINGS
SENSORY WALL
SPINNING PLATFORM
SHADE STRUCTURE
ROCKING SEAT
3-SIDED CLIMBING PLATFORM
TUBE SLIDE
TIN ROOF
ACCESSIBLE CLIMBER
ROCKING PLATFORM
CLIMBING WALL
OVERHEAD LOOP LADDER
CLIMBING STEPS
TOWER TUBE SLIDE
CURVED CLIMBER
CONNECTOR CLIMBER
TOWER OVERLOOK
BRIDGE
VERTICAL CLIMBER
SLIDE
TOWER SPIRAL SLIDE
ANGLED CLIMBER
TOWER PLATFORM (VARIABLE HEIGHTS)
ZIP TRACK
NOTE: SEE SPECS FOR EXERCISE STATIONS/ FREETSTANDING EQUIPMENT REQUIREMENTS.

SECTION 116800
SPLASH PAD SYSTEM

PART 1 – GENERAL

1.01 DESCRIPTION

A. This Section includes furnishing all labor, materials, equipment, tools, supervision, transportation, services, and incidentals necessary for the complete design, purchase, delivery, installation, testing, commissioning, and startup of a flow-through/gravity-drain splash pad system.

B. The splash pad shall have a circular footprint approximately 30 feet in diameter. Within the splash pad footprint, provide a five (5) foot wide dry walk around the perimeter with a broomed concrete finish.

C. The Work shall include, but not necessarily be limited to, site preparation, subgrade preparation, aggregate base, reinforced concrete construction, drainage, piping, valves, valve cabinet, controls, electrical activator, spray features, equipment mounting systems, utility connections within the Contractor's scope, testing, commissioning, training, restoration, and all appurtenances necessary to provide a complete and operational splash pad system.

D. Furnish and install all incidental materials, equipment, accessories, fittings, connections, supports, anchors, hardware, and other components reasonably necessary for a complete and functional installation, whether specifically identified herein or not.

1.02 DESIGN REQUIREMENTS

A. Provide a complete flow-through/gravity-drain splash pad system.

B. The splash pad shall have a circular footprint approximately 30 feet in diameter with a five (5) foot wide dry walk around the perimeter.

C. Design the splash pad system to accommodate a water flow rate of approximately 40 gallons per minute (GPM) or greater.

D. Provide positive drainage throughout the splash pad area. Slopes shall be constructed to prevent ponding, standing water, or "birdbath" conditions.

E. Cross slopes toward the primary drain box shall not exceed three (3) percent.

F. Spray features shall be installed using encased, interchangeable mounting systems that allow individual spray features to be removed, repaired, or replaced without demolition of the surrounding concrete.

G. Products identified herein by manufacturer and model number are provided as the Basis of Design and are intended to establish the minimum required type, quality, function, performance, durability, and general aesthetic character of the splash pad system.

H. Equivalent products from other manufacturers may be provided as an approved equal, subject to review and approval by the Engineer and Owner in accordance with the Contract Documents.

I. Proposed equivalent products shall meet or exceed the performance, materials, quality, durability, functionality, maintainability, and general aesthetic intent of the Basis-of-Design products specified herein.

J. Acceptance of a proposed equal shall not relieve the Contractor from responsibility for providing a complete, coordinated, and fully functional splash pad system meeting all requirements of the Contract Documents.

1.03 SUBMITTALS

A. Following award and prior to ordering equipment or beginning construction of the splash pad, submit complete splash pad system information to the Engineer and Owner for review and approval.

B. Submit renderings and a proposed splash pad layout demonstrating that the proposed system meets the intent and requirements of the Contract Documents.

C. The proposed layout shall include, at a minimum:

1. Overall splash pad dimensions and configuration.
2. Limits and dimensions of the five (5) foot wide dry walk.
3. Location and identification of each spray feature.
4. Manufacturer and model number of each proposed spray feature.
5. Location of the primary drain box.
6. Proposed valve cabinet location.
7. Location of the electrical activator bollard.
8. General routing of feature piping.
9. Proposed wastewater discharge/daylight location.
10. Proposed utility connection locations.
11. General drainage and slope configuration.

D. Submit manufacturer's product data for all spray features, mounting systems, valve cabinet, valves, manifold, controls, timer interface, activator, and other manufactured components of the splash pad system.

E. Submit manufacturer's written installation requirements and recommendations for all splash pad equipment.

F. Where products other than the specified Basis-of-Design products are proposed, clearly identify each proposed substitution or equivalent product and submit sufficient documentation demonstrating compliance with the requirements of this Section.

G. Documentation for proposed equivalent products shall include, as applicable:

1. Manufacturer's name.
2. Product name and model number.
3. Product data and technical information.
4. Materials of construction.
5. Dimensions and configuration.
6. Flow and performance information.
7. Mounting and installation requirements.
8. Warranty information.
9. Comparison with the specified Basis-of-Design product.
10. Renderings, photographs, or other information necessary to demonstrate equivalent aesthetic and functional characteristics.

H. The Engineer and Owner reserve the right to reject proposed equivalent products that do not demonstrate compliance with the requirements and design intent of the Contract Documents.

1.04 FIELD VERIFICATION

A. Prior to beginning construction, verify existing site conditions, elevations, utility locations, and other conditions affecting installation of the splash pad.

B. Verify that the existing subgrade is suitable for construction. Prepare and compact subgrade beneath the splash pad improvements to a minimum of 95 percent of maximum dry density as determined by the Standard Proctor test.

C. Notify the Engineer of unsuitable or unstable conditions encountered prior to proceeding with construction of the affected Work.

1.05 COORDINATION

A. Coordinate the splash pad installation with the Owner, Engineer, equipment manufacturer, utility providers, and other contractors performing Work at the Project site.

B. The location of the above-grade valve cabinet shall be within a greenspace and shall be approved by the City prior to installation.

C. The location where the splash pad wastewater line daylights shall be designated or approved by the City prior to installation.

D. Coordinate the locations of spray features, piping, drainage, electrical components, concrete reinforcing, and other Work to provide a complete and properly functioning system.

1.06 OWNER-PROVIDED UTILITY WORK

A. The City of Gluckstadt will provide electrical power to the electrical panel located at the valve cabinet and will make the electrical connection to the cabinet electrical panel prior to startup.

B. The City of Gluckstadt will provide the water supply to the valve cabinet and will provide a pressure-reducing valve, if required, and a properly sized backflow preventer.

C. Coordinate the Contractor's Work with the utility connection points provided by the City.

1.07 WARRANTIES

A. Provide warranties commencing on the date of splash pad commissioning as follows:

1. General Contractor's Warranty: One (1) year.
2. Valve Cabinet Manufacturer's Warranty: Three (3) years.
3. Spray Feature Manufacturer's Warranty: Three (3) years.
4. Concrete Warranty: Three (3) years.

B. Proposed approved-equal equipment shall provide warranties meeting or exceeding the warranty periods specified herein.

C. Submit written warranty documentation to the Owner as part of the Project closeout documents.

PART 2 – PRODUCTS

2.01 GENERAL

A. Furnish new materials and equipment suitable for their intended use and compatible with the complete splash pad system.

B. Splash pad components shall be designed and manufactured for commercial outdoor splash pad applications.

C. Components of the splash pad system shall be compatible with one another and shall be coordinated by the Contractor and splash pad equipment supplier/manufacturer.

D. Products identified by manufacturer and model are Basis-of-Design products. Approved equivalent products meeting or exceeding the specified requirements may be provided subject to the requirements of this Section and the Contract Documents.

2.02 SPRAY FEATURES

A. Spray features manufactured by Raindrop Products, LLC are identified as the Basis of Design and establish the minimum type, quality, performance, function, durability, and general aesthetic character required.

B. Equivalent products manufactured by others may be provided as approved equals, subject to review and approval by the Engineer and Owner.

C. Provide the following spray features:

1. Two (2) slanted surface sprays.
   Basis of Design: Raindrop Slant Finger Jets, or approved equal.

2. Four (4) interwoven multi-jet surface sprays.
   Basis of Design: Raindrop Basket Weaver, or approved equal.
3. Two (2) vertical cone surface sprays.
   Basis of Design: Raindrop Mini Popcorn Jet or approved equal.
4. Two (2) integrated vertical jets arranged in a curved pattern.
   Basis of Design: Raindrop Low Flow Curved Pop Jet, 48-inch Radius, or approved equal.
5. One (1) tunnel-effect surface spray.
   Basis of Design: Raindrop Tunnel Arch 6, or approved equal.

D. Approved-equal spray features shall provide spray patterns, coverage, interaction, function, and general visual character comparable to the Basis-of-Design features.

E. Provide each spray feature with an encased, interchangeable mounting system that permits removal, repair, or replacement of the individual spray feature without demolition of the surrounding concrete.

F. Provide all piping, fittings, connections, mounting components, and accessories required for complete installation and operation of the spray features.

2.03 VALVE CABINET AND WATER CONTROLS

A. Provide one (1) above-grade valve cabinet suitable for exterior commercial splash pad applications.

B. Provide within the valve cabinet a Schedule 80 PVC, 3-inch manifold with ball valves dedicated to seven (7) individual 1-inch feature lines.

C. Provide one (1) 2-inch pressure control valve.

D. Provide one (1) 2-inch shutoff valve.

E. Provide all fittings, connections, supports, and accessories required for a complete installation.

F. Valve cabinet and control components shall be compatible with the proposed splash pad system.

2.04 CONTROL SYSTEM

A. Provide one (1) zone timer interface to control operation of the splash pad.

B. The timer interface shall be programmable for two (2) opening times and two (2) closing times per day, providing two operating windows per day, seven days per week.

C. Provide one (1) electrical activator bollard with touch-sensor button located within the splash pad area.

D. Provide a 120-volt, single-phase electrical breaker panel mounted on the side of the valve cabinet.

E. Provide all controls, wiring within the splash pad equipment system, enclosures, connections, and accessories necessary for complete operation.

2.05 DRAINAGE

A. Provide one (1) 4-inch PVC wastewater line connected to a drain box located at the center of the splash pad.

B. Extend the wastewater line to daylight at a location designated or approved by the City prior to construction.

C. Provide all fittings, connections, excavation, bedding, backfill, and other incidental materials required for a complete gravity-drain installation.

2.06 CONCRETE

A. Concrete shall have a minimum compressive strength of 3,500 psi.

B. Provide a concrete splash pad deck six (6) inches thick in the field.

C. Provide a perimeter turndown twelve (12) inches deep and eight (8) inches wide along the circular perimeter.

D. Reinforce the perimeter turndown with one (1) continuous No. 5 reinforcing bar located four (4) inches from the bottom of the footing.

E. Reinforce the six (6) inch concrete deck with welded wire reinforcement.

F. Provide a four (4) inch thick compacted No. 57 stone base beneath the concrete.

PART 3 – EXECUTION

3.01 SITE PREPARATION

A. Verify existing conditions prior to beginning Work.

B. Remove unsuitable material as necessary and prepare the subgrade to receive the proposed splash pad improvements.

C. Compact the prepared subgrade to a minimum of 95 percent of maximum dry density as determined by the Standard Proctor test.

D. Establish grades necessary to provide positive drainage and support the proposed improvements.

3.02 AGGREGATE BASE

A. Place No. 57 stone beneath the concrete splash pad deck to a compacted thickness of four (4) inches.

B. Place and compact aggregate to provide a firm, uniform base for concrete construction.

3.03 CONCRETE INSTALLATION

A. Construct the splash pad concrete deck six (6) inches thick with the perimeter turndown specified herein.

B. Install reinforcing steel and welded wire reinforcement in the locations specified.

C. Provide a broomed concrete finish on the five (5) foot wide dry walk around the perimeter.

D. Construct the concrete surface to provide positive drainage to the primary drain box without depressions or irregularities that result in standing water.

E. Cross slopes toward the primary drain box shall not exceed three (3) percent.

F. Saw-cut contraction joints to a depth equal to approximately one-third (1/3) of the slab thickness.

G. Space saw-cut joints approximately ten (10) feet on center each way.

H. Complete saw cutting within twenty-four (24) hours following concrete placement.

I. Place concrete only under weather conditions suitable for proper placement, finishing, and curing. Protect freshly placed concrete from precipitation, excessive wind, temperature extremes, and other conditions that may adversely affect the appearance, durability, or integrity of the finished concrete.

J. Unless otherwise approved by the Engineer, concrete placement shall occur when ambient temperatures are between 45 degrees F and 90 degrees F.

3.04 SPLASH PAD EQUIPMENT INSTALLATION

A. Install the splash pad system in accordance with the approved layout, approved submittals, and manufacturer's written instructions.

B. Install spray features in the quantities and general arrangements approved by the Owner and Engineer.

C. Install each spray feature using the specified encased, interchangeable mounting system.

D. Coordinate equipment installation with concrete construction to ensure proper elevations, alignment, anchorage, and drainage.

E. Approval of the proposed layout or equipment shall not relieve the Contractor of responsibility for proper installation or performance of the completed splash pad system.

3.05 PIPING AND CONTROLS

A. Install the valve cabinet, manifold, valves, feature lines, controls, activator, electrical panel, and associated equipment in accordance with the manufacturer's recommendations and approved layout.

B. Coordinate all piping and equipment locations to avoid conflicts with concrete reinforcing, drainage piping, electrical components, and other Work.

C. Provide seven (7) individual 1-inch feature lines connected to the Schedule 80 PVC manifold.

D. Install the 4-inch PVC wastewater line from the center drain box to the approved daylight location.

3.06 UTILITY CONNECTIONS

A. Coordinate water and electrical requirements with the city.

B. Terminate Contractor-provided water system components at the connection point established by the City at the valve cabinet.

C. Coordinate the electrical panel installation with the electrical service and final connection provided by the city.

D. Do not place the splash pad into operation until required utility connections have been completed.

3.07 TESTING AND COMMISSIONING

A. Upon completion of installation, test the complete splash pad system to verify proper operation.

B. Verify operation of each spray feature, valve, control, timer, activator, drain, and other system component.

C. Adjust spray features and controls as necessary to provide proper operation and the intended spray patterns.

D. Verify that the splash pad deck drains properly and that no unacceptable areas of standing water remain.

E. Correct deficiencies identified during testing prior to final commissioning.

F. Approved-equal equipment shall be required to achieve the same overall functional and performance requirements established by this Section.

3.08 TRAINING AND CLOSEOUT

A. At commissioning, provide training to designated City personnel regarding operation and routine maintenance of the splash pad system.

B. Provide the Owner with all necessary operation and maintenance manuals.

C. Provide record/as-built drawings showing the final installed configuration of the splash pad system, including equipment, piping, controls, drainage, and other concealed components.

D. Provide all required warranty documentation.

3.09 RESTORATION

A. Restore areas disturbed by splash pad construction.

B. Final-grade disturbed areas to provide positive drainage.

C. Seed and straw disturbed areas upon completion of construction.

END OF SECTION

SECTION 116810
PLAYGROUND EQUIPMENT AND STRUCTURES

PART 1 – GENERAL

1.01 DESCRIPTION

A. This Section includes furnishing, delivery, assembly, installation, and completion of commercial playground equipment, play structures, freestanding play components, shade structures associated with the playground equipment, accessories, foundations, anchorage systems, hardware, and all related items required for a complete and operational playground installation.

B. The Contractor shall provide all labor, materials, equipment, tools, supervision, transportation, unloading, storage, assembly, installation, foundations, anchorage, hardware, accessories, and incidentals necessary to provide the complete playground equipment system.

C. Playground equipment shall generally conform to the type, quantity, age range, play value, accessibility, arrangement, and overall design intent represented by the Basis-of-Design equipment and conceptual layouts included in the Contract Documents.

D. The Basis-of-Design playground depicted in the Grant Agreement includes separate play areas for different age groups, inclusive and accessible play components, freestanding play equipment, shade structures, and related amenities.

1.02 RELATED SECTIONS

A. Section 012910 – Submittals.

B. Sections of the Contract Documents pertaining to earthwork, concrete, playground surfacing, turf, sidewalks, fencing, site improvements, and restoration.

1.03 REFERENCE STANDARDS

A. Playground equipment and installation shall comply with applicable requirements of the following:

1. ASTM F1487 – Standard Consumer Safety Performance Specification for Playground Equipment for Public Use.
2. ASTM F1292 – Standard Specification for Impact Attenuation of Surfacing Materials Within the Use Zone of Playground Equipment.
3. ASTM F1951 – Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment.
4. U.S. Consumer Product Safety Commission (CPSC), Public Playground Safety Handbook.
5. Americans with Disabilities Act (ADA) and applicable accessibility requirements.
6. International Play Equipment Manufacturers Association (IPEMA) certification requirements, where applicable.

B. Where requirements conflict, comply with the more stringent requirement unless otherwise approved by the Engineer.

1.04 SUBMITTALS

A. Submit in accordance with Section 012910 – Submittals.

B. Prior to ordering equipment, fabrication, or installation, submit a complete playground equipment package to the Engineer for review and approval.

C. Product Data: Submit manufacturer's current product data for each playground structure, freestanding play component, shade structure, accessory, and associated product.

D. Shop Drawings: Submit a complete scaled playground layout showing, at a minimum:

1. Location and orientation of each playground structure and component.
2. Manufacturer and model number of each structure and component.

3. Overall equipment dimensions.
4. Required use zones and safety clearances.
5. Designated age ranges.
6. Accessible play components and accessible routes.
7. Equipment foundations and anchorage.
8. Finished grades and equipment elevations, where applicable.
9. Relationship to playground surfacing.
10. Relationship to sidewalks, fencing, shade structures, turf, and adjacent improvements.

E. Submit manufacturer's installation instructions, foundation and anchorage requirements, maintenance information, applicable certifications, and warranty information.

F. Submit manufacturer's available standard colors and finishes for selection and approval by the Owner.

1.05 BASIS OF DESIGN AND APPROVED EQUALS

A. Basis of Design: Playground equipment and structures manufactured by GameTime, as generally represented by the GameTime playground designs, equipment, layouts, renderings, and supporting information included in the Contract Documents.

B. GameTime is specified as the Basis of Design to establish the minimum required level of quality, materials, durability, functionality, accessibility, play value, capacity, appearance, and overall design intent.

C. Products of other manufacturers may be provided as an approved equal, subject to the requirements of the Contract Documents and approval by the Engineer and Owner.

D. Approved-equal playground systems shall meet or exceed the Basis-of-Design system with respect to:

1. Overall size and configuration.
2. Intended age ranges.
3. User capacity.
4. Number and variety of play activities.
5. Physical and developmental play opportunities.
6. Inclusive and accessible play opportunities.
7. Elevated and ground-level play components.
8. Materials and structural components.
9. Durability and corrosion resistance.
10. Safety requirements and use zones.
11. Shade and related features where included.
12. Warranty coverage.
13. General appearance, character, and design intent.

E. A proposed equal shall not materially reduce the quantity, variety, accessibility, capacity, functionality, or play value of the equipment represented by the Basis-of-Design system.

F. Requests for approved equals shall be submitted in accordance with the Instructions to Bidders and Section 012910 – Submittals.

G. Contractor shall provide sufficient information to demonstrate equivalency, including manufacturer, model numbers, product data, equipment layout, age ranges, capacities, materials, use zones, accessibility information, warranties, renderings, and a comparison with the Basis-of-Design system.

H. The Contractor shall be responsible for demonstrating that a proposed equal meets or exceeds the requirements and overall intent established by the Basis of Design.

1.06 QUALITY ASSURANCE

A. Manufacturer shall be regularly engaged in the manufacture of commercial playground equipment of similar size, type, and complexity.

B. Playground equipment shall comply with ASTM F1487 and applicable CPSC requirements.

C. Provide IPEMA-certified playground equipment where IPEMA certification is applicable.

D. Equipment and installation shall comply with applicable ADA accessibility requirements.

E. Installer shall be experienced in commercial playground equipment installation and shall be trained, certified, or otherwise approved by the equipment manufacturer where required by the manufacturer.

F. Installation shall comply with manufacturer's written instructions and approved Shop Drawings.

1.07 DELIVERY, STORAGE, AND HANDLING

A. Deliver equipment and materials in manufacturer's original packaging with identification intact.

B. Store and protect materials in accordance with manufacturer's recommendations.

C. Protect equipment against damage, corrosion, deformation, weather, and contamination.

D. Replace damaged components that cannot be restored to new condition.

1.08 WARRANTY

A. Provide manufacturer's written commercial playground equipment warranties applicable to each furnished product and component.

B. Warranty coverage for approved-equal products shall meet or exceed the warranty coverage provided for comparable Basis-of-Design equipment.

C. Warranty periods shall commence upon acceptance of the completed playground equipment installation unless otherwise required by the Contract Documents.

D. Submit complete warranty documentation prior to Project closeout.

PART 2 – PRODUCTS

2.01 MANUFACTURERS

A. Basis of Design: GameTime, or approved equal.

B. Provide playground structures, freestanding equipment, accessories, shade components, and related equipment generally corresponding to the GameTime equipment represented in the Contract Documents.

C. Other manufacturers shall be subject to the approved-equal requirements specified herein and elsewhere in the Contract Documents.

2.02 PLAYGROUND EQUIPMENT

A. Provide a complete commercial playground equipment system meeting the requirements of the Contract Documents.

B. Equipment shall accommodate the age groups represented by the Basis-of-Design playground.

C. Provide structures and components necessary to achieve the overall play experience represented by the Basis of Design, including, as applicable:

1. Elevated play structures.
2. Slides.
3. Climbers.

4. Bridges and connecting components.
5. Activity and sensory panels.
6. Ground-level activities.
7. Accessible and inclusive play components.
8. Swings.
9. Spinners.
10. Freestanding play events.
11. Balance and motion activities.
12. Upper-body and climbing activities.
13. Shade structures associated with the playground.
14. Transfer systems, ramps, steps, platforms, barriers, rails, and other required access components.

D. Furnish all structural posts, decks, platforms, rails, barriers, clamps, connectors, fasteners, hardware, anchors, foundations, caps, and accessories necessary for a complete installation.

2.03 MATERIALS

A. Materials shall be commercial-grade and suitable for permanent exterior playground use.

B. Structural Components:

1. Provide steel or other structural members of sufficient strength and configuration for the intended application.
2. Structural components shall be galvanized, coated, or otherwise protected against corrosion.
3. Structural members shall be designed for the loads imposed by the intended use of the equipment.

C. Steel Components:

1. Steel components shall have durable corrosion-resistant finishes suitable for exterior commercial playground environments.
2. Powder-coated surfaces shall be resistant to chipping, corrosion, fading, and normal weather exposure.

D. Decks, Platforms, and Steps:

1. Provide durable, slip-resistant walking and standing surfaces.
2. Components shall be designed to prevent hazardous accumulation of water.
3. Openings shall comply with applicable playground safety standards.

E. Molded Components:

1. Plastic components shall be commercial-grade, UV-stabilized material suitable for exterior playground applications.
2. Components shall resist cracking, fading, deterioration, and normal vandalism.

F. Hardware:

1. Provide corrosion-resistant hardware suitable for exterior use.
2. Exposed fasteners shall be tamper-resistant where appropriate.
3. Provide protective caps, covers, or other means of eliminating exposed sharp edges and projections.

G. Ropes, Nets, and Cables:

1. Provide commercial playground-grade materials designed for repetitive exterior use.

2. Provide corrosion-resistant internal reinforcement and connections where applicable.

H. Colors and finishes shall be selected by the Owner from manufacturer's standard available selections.

2.04 ACCESSIBILITY

A. Provide playground equipment and layout complying with applicable ADA accessibility requirements.

B. Provide required accessible routes, transfer systems, ground-level accessible components, and elevated accessible components.

C. Coordinate equipment accessibility with the finished playground surfacing and accessible routes serving the playground.

D. The completed playground shall maintain the inclusive and accessible design intent represented by the Basis-of-Design system. The City's grant application specifically identifies ADA-accessible play features and inclusive play opportunities as part of the Project.

2.05 FOUNDATIONS AND ANCHORAGE

A. Provide foundations and anchorage in accordance with manufacturer's requirements and approved Shop Drawings.

B. Furnish concrete, reinforcing, anchors, hardware, and other materials required for proper installation unless specifically indicated otherwise.

C. Coordinate foundation elevations with finished playground surfacing.

D. Foundations shall not create protrusions or hazards within equipment use zones.

2.06 PLAYGROUND SURFACING COORDINATION

A. Coordinate playground equipment installation with the specified playground surfacing system.

B. Maintain manufacturer's required fall heights, use zones, clearances, and finished surfacing elevations.

C. Equipment requiring impact-attenuating surfacing shall be coordinated with surfacing complying with applicable ASTM requirements.

2.07 LABELS AND SIGNAGE

A. Provide manufacturer's required safety, warning, age-range, identification, and informational labels.

B. Labels shall be permanently attached and suitable for exterior exposure.

PART 3 – EXECUTION

3.01 EXAMINATION

A. Examine site conditions, grades, foundations, surfacing areas, and adjacent improvements before installation.

B. Verify dimensions, elevations, equipment locations, use zones, and clearances.

C. Do not begin installation until unacceptable conditions have been corrected.

3.02 INSTALLATION

A. Install playground equipment in accordance with approved Shop Drawings and manufacturer's written instructions.

B. Install equipment plumb, level, properly aligned, securely anchored, and complete.

C. Maintain required use zones, safety clearances, fall heights, and accessible routes.

D. Install all hardware, caps, covers, guards, anchors, accessories, and related components necessary for a complete installation.

E. Field modification of manufactured playground equipment shall not be permitted without written approval from the manufacturer and Engineer.

3.03 FIELD QUALITY CONTROL

A. Upon completion, inspect the entire playground equipment system for proper installation, alignment, anchorage, clearances, hardware, use zones, and compliance with approved Shop Drawings.

B. Correct damaged, loose, improperly installed, or noncompliant Work prior to acceptance.

C. Provide manufacturer's inspection or other required playground safety inspection when required by the Contract Documents.

3.04 PROTECTION

A. Protect completed equipment from damage throughout construction.

B. Prevent public use until playground equipment, required safety surfacing, and associated Work are complete and accepted by the Owner.

C. Repair or replace damaged equipment prior to Final Completion.

3.05 CLOSEOUT

A. Submit manufacturer's inspection, operation, and maintenance information.

B. Submit warranties and applicable certifications.

C. Submit final approved equipment layout and equipment schedule for Owner's records.

D. Provide Owner personnel with manufacturer's recommended information regarding routine inspection and maintenance.

END OF SECTION

SECTION 116820
OUTDOOR FITNESS EQUIPMENT

PART 1 – GENERAL

1.01 DESCRIPTION

A. This Section includes furnishing, delivery, assembly, installation, and completion of commercial outdoor fitness equipment, fitness structures, exercise stations, challenge-course components, accessories, foundations, anchorage systems, hardware, and related Work.

B. Contractor shall furnish all labor, materials, equipment, tools, supervision, transportation, assembly, foundations, anchorage, hardware, accessories, and incidentals required for a complete and operational outdoor fitness area.

C. Fitness equipment shall generally conform to the type, quantity, functionality, exercise opportunities, accessibility, arrangement, and overall design intent represented by the Basis-of-Design equipment included in the Contract Documents.

1.02 RELATED SECTIONS

A. Section 012910 – Submittals.

B. Applicable sections pertaining to earthwork, concrete, surfacing, turf, sidewalks, fencing, site improvements, and restoration.

1.03 REFERENCE STANDARDS

A. Outdoor fitness equipment shall comply with applicable requirements of:

1. ASTM F3101 – Standard Specification for Unsupervised Public Use Outdoor Fitness Equipment.
2. Applicable ADA accessibility requirements.
3. Applicable manufacturer's safety and installation requirements.

B. Where requirements conflict, comply with the more stringent requirement unless otherwise approved by the Engineer.

1.04 SUBMITTALS

A. Submit in accordance with Section 012910 – Submittals.

B. Prior to ordering, fabrication, or installation, submit a complete outdoor fitness equipment package.

C. Product Data: Submit manufacturer's product information for each fitness structure, station, component, accessory, and associated product.

D. Shop Drawings: Provide a scaled fitness-area layout showing:

1. Location and orientation of each fitness station.
2. Manufacturer and model number.
3. Overall dimensions.
4. Required training or use zones.
5. Safety clearances.
6. Accessible routes and accessible equipment.
7. Foundations and anchorage.
8. Finished elevations.
9. Relationship to surfacing, sidewalks, fencing, shade structures, and adjacent improvements.

E. Submit manufacturer's installation instructions, maintenance information, certifications, and warranties.

F. Submit manufacturer's available colors and finishes for Owner selection.

1.05 BASIS OF DESIGN AND APPROVED EQUALS

A. Basis of Design: Outdoor fitness equipment manufactured by GameTime, including the GameTime fitness equipment, structures, stations, and related components represented in the Contract Documents.

B. GameTime is specified as the Basis of Design to establish minimum requirements for quality, materials, durability, functionality, exercise value, accessibility, appearance, and overall design intent.

C. Products manufactured by others may be provided as an approved equal, subject to approval by the Engineer and Owner and the requirements of the Contract Documents.

D. Approved-equal equipment shall meet or exceed the Basis-of-Design equipment with respect to:

1. Number and variety of exercise stations.
2. Intended users.
3. Exercise functions and muscle groups addressed.
4. Cardiovascular, strength, mobility, balance, and functional-training opportunities represented by the Basis of Design.
5. Accessibility.
6. User capacity.
7. Materials and structural construction.
8. Durability and corrosion resistance.
9. Safety and required use zones.
10. Warranty coverage.
11. Overall appearance and design intent.

E. A proposed equal shall not materially reduce the number, variety, accessibility, capacity, exercise value, or functionality represented by the Basis-of-Design equipment.

F. Requests for approved equals shall comply with the Instructions to Bidders and Section 012910 – Submittals.

G. Contractor shall provide sufficient information to establish equivalency, including equipment schedules, model numbers, product data, layouts, dimensions, user capacities, exercise functions, materials, safety requirements, accessibility information, warranties, and renderings.

1.06 QUALITY ASSURANCE

A. Manufacturer shall be regularly engaged in manufacturing commercial outdoor fitness equipment intended for unsupervised public use.

B. Equipment shall comply with ASTM F3101 where applicable.

C. Equipment and layout shall comply with applicable accessibility requirements.

D. Installer shall have experience installing commercial outdoor fitness equipment and shall be trained, certified, or otherwise approved by the manufacturer where required.

E. Install equipment in accordance with manufacturer's requirements and approved Shop Drawings.

1.07 DELIVERY, STORAGE, AND HANDLING

A. Deliver equipment in manufacturer's original packaging.

B. Protect equipment from damage, corrosion, deformation, and weather during storage and installation.

C. Replace damaged components that cannot be restored to new condition.

1.08 WARRANTY

A. Provide manufacturer's written commercial warranties applicable to each fitness product and component.

B. Approved-equal equipment shall provide warranty coverage meeting or exceeding that of comparable Basis-of-Design equipment.

C. Submit warranties prior to Project closeout.

PART 2 – PRODUCTS

2.01 MANUFACTURERS

A. Basis of Design: GameTime, or approved equal.

B. Provide outdoor fitness equipment generally corresponding to the GameTime equipment, layouts, and renderings included in the Contract Documents.

C. Other manufacturers shall comply with the approved-equal requirements specified herein.

2.02 OUTDOOR FITNESS EQUIPMENT

A. Provide complete commercial outdoor fitness equipment designed for permanent exterior, unsupervised public use.

B. Provide the number, type, and general functionality of fitness stations represented by the Basis-of-Design equipment.

C. Equipment shall provide a variety of exercise opportunities generally corresponding to the Basis of Design, including, where represented:

1. Strength training.
2. Cardiovascular exercise.
3. Functional fitness.
4. Flexibility and mobility.
5. Balance and coordination.
6. Upper-body exercise.
7. Lower-body exercise.
8. Core exercise.
9. Body-weight resistance activities.
10. Challenge-course or obstacle-style activities.

D. Provide all structural members, frames, posts, platforms, handles, grips, seats, foot supports, moving components, hardware, anchors, foundations, instructional signage, and accessories required for complete operation.

2.03 MATERIALS

A. Materials shall be commercial grade and suitable for permanent exterior fitness installations.

B. Structural Components:

1. Provide steel or other structural members designed for the loads associated with intended use.
2. Structural components shall be galvanized, coated, or otherwise protected against corrosion.

C. Metal Components:

1. Provide durable exterior finishes suitable for high-use public recreational facilities.
2. Powder-coated surfaces shall resist corrosion, chipping, fading, and normal weather exposure.

D. Hardware:

1. Provide corrosion-resistant hardware.
2. Exposed fasteners shall be tamper-resistant where appropriate.
3. Provide caps, covers, and guards as required to eliminate hazardous projections or pinch points.

E. Handles, Grips, Seats, Platforms, and Contact Surfaces:

1. Provide durable materials designed for repeated public use.
2. Surfaces shall be suitable for exterior exposure and resistant to deterioration from sunlight and weather.
3. Walking and standing surfaces shall be slip resistant.

F. Moving components shall incorporate bearings, bushings, stops, guards, or other components required by the manufacturer for safe and durable operation.

G. Colors and finishes shall be selected by the Owner from manufacturer's standard available selections.

2.04 ACCESSIBILITY

A. Provide an accessible route to and through the outdoor fitness area as required by applicable accessibility requirements.

B. Provide accessible fitness opportunities generally consistent with the Basis-of-Design equipment.

C. Coordinate equipment locations and use zones with finished surfacing and accessible routes.

2.05 FOUNDATIONS AND ANCHORAGE

A. Provide equipment foundations and anchorage in accordance with manufacturer's requirements and approved Shop Drawings.

B. Provide concrete, reinforcing, anchors, hardware, and incidentals required for complete installation unless specifically indicated otherwise.

C. Coordinate foundation elevations with finished surfacing.

D. Foundations and anchors shall not create hazards within required training or use zones.

2.06 EQUIPMENT SIGNAGE

A. Provide manufacturer's required instructional, warning, safety, and equipment-identification signage.

B. Instructions shall clearly identify the intended use of each fitness station where applicable.

C. Signs and labels shall be suitable for permanent exterior exposure.

PART 3 – EXECUTION

3.01 EXAMINATION

A. Examine site conditions, grades, surfacing, and adjacent improvements before installation.

B. Verify equipment locations, dimensions, elevations, clearances, and required use zones.

C. Do not proceed until unacceptable conditions have been corrected.

3.02 INSTALLATION

A. Install outdoor fitness equipment in accordance with manufacturer's written instructions and approved Shop Drawings.

B. Install equipment plumb, level, properly aligned, securely anchored, and complete.

C. Maintain manufacturer's required clearances and use zones.

D. Install all hardware, anchors, caps, covers, guards, signs, and accessories required for a complete installation.

E. Field modification of manufactured fitness equipment shall not be permitted without written approval of the manufacturer and Engineer.

3.03 FIELD QUALITY CONTROL

A. Inspect the completed fitness equipment installation for proper assembly, operation, anchorage, alignment, clearances, hardware, and compliance with approved Shop Drawings.

B. Operate and test equipment with moving components to verify proper operation.

C. Correct loose, damaged, improperly operating, or noncompliant components prior to acceptance.

3.04 PROTECTION

A. Protect installed equipment from damage during construction.

B. Prevent public use until equipment, surfacing, and associated improvements have been completed and accepted by the Owner.

C. Repair or replace damaged equipment prior to Final Completion.

3.05 CLOSEOUT

A. Submit manufacturer's operation, inspection, and maintenance information.

B. Submit applicable warranties and certifications.

C. Submit final approved fitness equipment layout and equipment schedule for Owner's records.

D. Provide Owner personnel with manufacturer's recommended routine inspection and maintenance information.

END OF SECTION

SECTION 312000
EARTHWORK

PART 1 – GENERAL

1.01 DESCRIPTION

A. This work shall consist of general grading, excavating, filling, spreading, compacting, subgrade preparation, and other earthwork required for construction of the improvements included in the Contract Documents.

B. Earthwork shall include excavation and grading associated with playground areas, splash pad improvements, outdoor fitness areas, sidewalks and concrete improvements, artificial turf areas, walking trails, equipment foundations, fencing, drainage improvements, and other associated site work.

C. The CONTRACTOR shall provide all earthwork necessary to establish suitable subgrades and finished grades for the Work and to provide positive drainage without ponding.

D. This work shall also include removal and lawful disposal of unsuitable or excess materials resulting from the Work.

E. Earthwork requirements specified herein are intended to establish minimum requirements for the Project. Where requirements of an individual Specification Section, approved product submittal, or manufacturer's written installation requirements differ from or are more stringent than the requirements of this Section, the more stringent requirement shall govern. The CONTRACTOR shall notify the ENGINEER of any conflicting requirements prior to proceeding with the affected Work.

1.02 EXAMINATION OF SITE

A. The CONTRACTOR shall fully familiarize himself with the Project site, surrounding areas, existing conditions, and conditions of access under which the Work is to be completed.

B. The CONTRACTOR shall visit the site and inform himself fully as to the excavation, filling, grading, and other earthwork reasonably required to complete the Work.

C. Existing grades and conditions shall be verified by the CONTRACTOR prior to beginning earthwork. Any conflicts or conditions that may affect the Work shall be brought to the attention of the ENGINEER prior to proceeding.

1.03 CLASSIFICATION OF EXCAVATION

A. All authorized excavation shall be classified as Common Excavation regardless of the nature or manner of removal, except where separate classifications or pay items are specifically provided in the Contract Documents.

B. Earth Fill shall consist of approved material required for construction of fills, subgrades, and other portions of the Work. Unless otherwise provided in the Contract Documents, the CONTRACTOR shall furnish required imported fill, make arrangements for obtaining such material, and pay all costs associated therewith.

PART 2 – PRODUCTS

2.01 EQUIPMENT

A. The CONTRACTOR may use earthmoving, compaction, and watering equipment appropriate for the Work, provided the equipment is in satisfactory condition and capable of producing the grades, compaction, and finished conditions required by the Contract Documents.

B. The CONTRACTOR shall furnish, operate, and maintain equipment necessary to control uniform density, lift thickness, grades, and finished surfaces.

2.02 MATERIALS

A. Material for fills may consist of suitable material obtained from on-site excavation or approved off-site sources. Fill material shall be free from organic matter, debris, rubbish, frozen material, and other deleterious substances and shall not contain oversized rocks or lumps that would interfere with proper placement and compaction.

B. Suitable on-site material shall be utilized to the extent practical before imported fill material is incorporated into the Work.

C. Imported earth fill shall consist of select, nonorganic, debris-free soil suitable for the intended application and approved by the ENGINEER.

D. Fill and backfill immediately beneath playground equipment, splash pad improvements, sidewalks, concrete slabs, artificial turf, fitness equipment, and other constructed improvements shall be suitable for establishing a firm and stable subgrade capable of supporting the proposed improvements without excessive settlement.

E. Where a manufacturer requires specific subgrade, aggregate, bedding, drainage, or fill materials as part of an approved system, such materials shall comply with the manufacturer's written requirements and approved submittals.

PART 3 – EXECUTION

3.01 GENERAL REQUIREMENTS

A. Suitable material excavated during construction shall be utilized in fills and subgrades where practical and approved by the ENGINEER.

B. Sequence of Operations:

Clearing, grubbing, stripping, demolition, or other preparatory work necessary within an area shall be sufficiently completed before earthwork proceeds.

C. Foundation and Subgrade Preparation:

Remove vegetation, topsoil, organic material, debris, loose material, and other unsuitable material from areas receiving fill or constructed improvements.

Holes or depressions resulting from removal operations shall be filled with suitable material and compacted to a density at least equal to the surrounding material.

Prior to placement of fill, exposed subgrade shall be evaluated for stability. Proof-rolling shall be performed where directed by the ENGINEER.

Soft, yielding, wet, unstable, or otherwise unsuitable material encountered beneath proposed improvements shall be brought to the attention of the ENGINEER before additional excavation or replacement material is placed.

D. Excavation:

Excavation shall be performed as necessary to construct the improvements indicated by the Contract Documents and approved submittals.

Suitable excavated material may be utilized in fills. Material determined unsuitable for use shall be removed from the Project and legally disposed of by the CONTRACTOR.

During excavation, grades shall be maintained to provide drainage and prevent unnecessary accumulation of surface water.

Undercutting: Where soft, wet, unstable, organic, or otherwise unsuitable material is encountered, the CONTRACTOR shall notify the ENGINEER. Undercutting shall be performed to the depth and extent approved by the ENGINEER and shall be backfilled with suitable material placed and compacted as specified herein.

Unauthorized over-excavation shall be corrected with approved material at no additional cost to the OWNER.

E. Formation of Fill:

Fill shall be constructed to the grades and configurations necessary to accommodate the improvements shown or described in the Contract Documents.

Earth fill shall be placed in successive, uniform horizontal layers not exceeding 9 inches in loose thickness unless otherwise approved or required by the applicable manufacturer's written installation requirements.

Each layer of fill shall be compacted before placement of the succeeding layer.

Unless otherwise specified in an individual Specification Section or required by the applicable manufacturer, earth fill shall be compacted to a minimum of 95 percent of maximum dry density as determined by ASTM D698 (Standard Proctor) at a moisture content suitable to achieve the specified compaction.

Fill shall be maintained at a moisture content suitable to achieve the specified compaction. Watering, drying, discing, or other conditioning necessary to obtain proper compaction shall be considered incidental to the Work.

The upper surface of fills shall be shaped and maintained to provide positive drainage. Rutting and ponding shall not be permitted.

F. Subgrades:

Subgrades shall be graded and compacted to provide a firm, stable, and uniform surface suitable for construction of the proposed improvement.

Unless otherwise specified in an individual Specification Section, approved product submittal, or manufacturer's written installation requirements, the upper 6 inches of subgrade beneath constructed improvements shall be compacted to a minimum of 95 percent of maximum dry density as determined by ASTM D698 (Standard Proctor).

Where a greater degree of compaction is required by another Specification Section or by the manufacturer of an approved playground, fitness, artificial turf, surfacing, splash pad, concrete, or other system, the more stringent requirement shall govern.

Aggregate base materials shall be compacted as specified in the applicable Specification Section. Where crushed limestone aggregate base is specified, it shall be compacted to 100 percent of maximum dry density as determined by ASTM D698 (Standard Proctor), unless otherwise specified or required by an approved system or manufacturer.

Subgrades shall be maintained in a condition that provides positive drainage and prevents rutting, pumping, or excessive disturbance.

Soft, yielding, unstable, or otherwise unsuitable subgrade shall not be covered by subsequent construction until corrected and accepted by the ENGINEER.

Final subgrade elevations shall accommodate the required thicknesses of concrete, artificial turf systems, playground surfacing, aggregate, topsoil, or other materials necessary to achieve the intended finished elevations.

The CONTRACTOR shall coordinate subgrade elevations and preparation with approved equipment layouts, foundations, anchoring systems, safety surfacing, artificial turf systems, splash pad components, and other manufacturer-designed improvements prior to final grading.

G. Fine Grading, Shaping, and Finishing:

Fine grading shall include grading, shaping, filling, and finishing areas disturbed by or associated with the Work.

Finished grades shall provide smooth transitions to existing grades and adjacent improvements.

Finished surfaces shall drain positively and shall not contain unintended depressions or low areas that retain water.

The CONTRACTOR shall coordinate final grades with sidewalks, splash pad improvements, playground and fitness areas, artificial turf, walking trails, drainage improvements, and other adjacent construction.

Final grades associated with manufacturer-designed systems shall accommodate the approved system thicknesses, drainage requirements, accessibility requirements, foundations, safety surfacing, and other installation requirements.

3.02 SEASONAL AND WEATHER LIMITS

A. Fill material shall not be placed, spread, or compacted while the ground or fill is frozen, excessively wet, or during other unfavorable conditions that prevent proper compaction.

B. When Work is interrupted by heavy rain, fill operations shall not resume until the moisture content and condition of the fill are suitable to achieve the specified compaction.

3.03 TESTING

A. Testing shall be performed in accordance with Section 014510 – Testing Laboratory Services.

B. The CONTRACTOR shall cooperate with the testing laboratory and provide access to areas requiring testing.

C. Standard Proctor testing shall be performed as necessary to establish the maximum dry density and optimum moisture content of materials requiring density testing.

D. Field density testing shall be performed at locations and frequencies determined by the ENGINEER based upon the type, extent, and location of the Work.

E. Fill or subgrade failing to meet the specified requirements shall be scarified, moisture-conditioned as necessary, recompacted, and retested until acceptable.

F. Costs for initial testing required by the Contract Documents shall be paid as specified in Section 014510. Costs for additional testing or retesting required because of defective or nonconforming Work shall be the responsibility of the CONTRACTOR.

G. Testing and acceptance under this Section shall not relieve the CONTRACTOR of complying with additional or more stringent preparation, compaction, or installation requirements specified by the manufacturer of an approved system or elsewhere in the Contract Documents.

END OF SECTION

SECTION 312313
SUBGRADE PREPARATION

PART 1 - GENERAL

1.01 SCOPE OF WORK

A. Subgrade preparation shall consist of preparation of existing, natural, filled, or excavated areas prior to placement of aggregate base, concrete, pavement, playground surfacing, outdoor fitness surfacing, turf, splash pad improvements, sidewalks, fencing foundations, or other improvements included in the Work.

B. Subgrade preparation shall include minor excavation and filling, scarifying, spreading, watering, drying, grading, compacting, and maintaining the subgrade as necessary to provide a firm, stable, properly graded surface suitable for construction of the improvements.

C. Major or mass grading of the overall park site is not included in this Section unless specifically indicated elsewhere in the Contract Documents. The Contractor shall, however, perform the minor grading, fine grading, adjustment of grades, and subgrade preparation necessary for proper installation, drainage, and completion of the Work included in this Contract.

PART 2 – MATERIALS

Part 2 is omitted from this Section.

PART 3 – CONSTRUCTION REQUIREMENTS

3.01 GRADING

A. Subgrade upon which sidewalks, splash pad improvements, playground improvements, outdoor fitness improvements, turf or surfacing systems, aggregate base, concrete, or other improvements are to be placed shall be brought into close conformity with the required lines, grades, elevations, and cross-sections.

B. Where aggregate base or other material is to be placed over prepared subgrade, the subgrade shall not vary more than one-half inch (1/2") from the required grade and cross-section. Variations within the specified tolerance shall be corrected so that the required average grade and cross-section are maintained.

C. The Contractor shall verify existing grades and conditions prior to beginning Work in each area and shall notify the Engineer of conditions that materially conflict with the requirements of the Contract Documents or prevent proper installation of the Work.

D. Perform minor grading and adjustment of existing grades as necessary to provide proper transitions to adjacent improvements and positive drainage without ponding or standing water.

E. The Contractor shall coordinate final grades with playground equipment, outdoor fitness equipment, splash pad improvements, sidewalks, fencing, turf and surfacing systems, drainage facilities, and other improvements included in the Work.

3.02 COMPACTION

A. Subgrade shall be compacted to the density required by the applicable individual Specification Section. Where no specific compaction requirement is stated elsewhere in the Contract Documents, the upper six inches (6") of subgrade shall be compacted to not less than ninety-five percent (95%) of the maximum dry density as determined by ASTM D698 (Standard Proctor).

B. Where an individual Specification Section establishes a different or more stringent subgrade preparation or compaction requirement, the requirements of that Section shall govern for that Work.

C. Materials that will not satisfactorily compact or that are unsuitable for support of the proposed improvements shall be removed to the extent necessary and replaced with suitable material. Replacement material shall be placed, graded, and compacted to the required density.

D. Where the subgrade is non-uniform, disturbed, yielding, or otherwise unsuitable for placement of subsequent materials, it shall be scarified to an appropriate depth, moisture conditioned as necessary, and recompacted to the required density.

E. Roots, stumps, organic material, debris, and other unsuitable or perishable matter encountered within the limits of required subgrade preparation shall be removed to the extent necessary to provide a stable subgrade.

F. After the subgrade has been prepared, it shall be maintained in a condition that promotes drainage and prevents damage. Subgrade damaged by construction traffic, hauling, weather, or other operations shall be scarified, regraded, and recompacted as necessary prior to placement of subsequent materials.

G. Subsequent aggregate base, concrete, surfacing, turf, or other improvements shall not be placed until the subgrade is in satisfactory condition and has been accepted by the Engineer where inspection or approval is required.

END OF SECTION

SECTION 312333
PIPELINE EXCAVATION AND BACKFILL

PART 1 – GENERAL

1.1 SCOPE

A. This Section covers excavation, trenching, bedding, backfilling, compaction, and restoration required for underground utilities, piping, conduits, drainage lines, and appurtenances included in the Work.

B. Work includes underground utilities associated with the playground, outdoor fitness area, splash pad, and related site improvements, where applicable.

C. Major or mass grading of the overall park site is not included in this Section. Excavation and backfill required for utilities and appurtenances included in this Contract shall be the responsibility of the Contractor.

1.2 RELATED WORK SPECIFIED ELSEWHERE

A. Section 312313 – Subgrade Preparation.

B. Individual Specification Sections governing the piping, utilities, splash pad systems, electrical work, drainage improvements, and other underground Work.

1.3 APPLICABLE PUBLICATIONS

Where reference is made to other publications, they are referred to by basic designation only and form a part of this Specification to the extent indicated by reference thereto. Referenced publications shall be the latest issue, including amendments, as of the date of the Contract Documents unless otherwise specified.

1.4 SUBMITTALS

A. Materials Source: Submit the name of suppliers for imported soil, bedding, aggregate, and backfill materials when requested by the Engineer. Provide materials from consistent sources throughout the Work unless a change is approved.

PART 2 – PRODUCTS

2.1 SOIL AND BACKFILL MATERIALS

A. Type S1 – Select Fill: Material shall consist of select, nonorganic and debris-free soil suitable for placement and compaction. Material shall be free from roots, vegetation, trash, construction debris, frozen material, and other objectionable matter.

B. Type S2 – Coarse Aggregate: Washed stone, free of shale, clay, friable material, sand, debris, and organic matter; ASTM C33, Size No. 467, unless otherwise specified.

C. Type S3 – Pea Gravel: Natural stone; washed, free of clay, shale, organic matter, and debris; graded to a minimum size of 1/4 inch and a maximum size of 5/8 inch.

D. Type S4 – Sand: Natural river or bank sand; washed and free of excessive silt, clay, loam, friable or soluble materials, debris, and organic matter; conforming to ASTM C33 where applicable.

E. Type S5 – Crushed Stone: Crushed limestone, No. 610 gradation.

F. Bedding and backfill material specifically required by an individual piping, equipment, or manufacturer's installation specification shall comply with that requirement.

2.2 SOURCE QUALITY CONTROL

A. Testing and analysis of soil and aggregate materials, when required, shall be performed in accordance with applicable ASTM standards, including ASTM D4318, ASTM C136, and ASTM D698.

B. If tests indicate that materials do not meet specified requirements, replacement of the material and required retesting shall be at the Contractor's expense.

C. Maximum dry density of soil materials, when required for compaction testing, shall be determined in accordance with ASTM D698.

2.3 STOCKPILING OF MATERIALS

A. Stockpile materials onsite only in quantities and locations that do not interfere with other construction activities or damage completed Work.

B. Separate differing materials to prevent mixing or contamination.

C. Direct surface water away from stockpiles to prevent erosion or deterioration of materials.

D. At completion of the Work, remove excess stockpiles and leave affected areas in a clean, neat, and properly graded condition without standing surface water.

PART 3 – EXECUTION

3.1 EXCAVATION

A. Perform excavation to the lines, grades, and depths necessary for proper installation of utilities, piping, conduits, drainage lines, and appurtenances included in the Work.

B. Prior to excavation, investigate and verify the location of existing underground utilities and structures to the extent necessary to perform the Work safely. Coordinate with Section 011115 – Utilities Coordination.

C. Exercise care during excavation to avoid damage to existing utilities, structures, sidewalks, pavement, landscaping, and other improvements.

D. When existing utilities, structures, or other obstructions are encountered that conflict with the proposed Work, notify the Engineer before proceeding with the affected installation.

E. Where adjustment of the proposed alignment or grade is necessary to avoid an existing utility or obstruction, obtain approval of the Engineer prior to making the adjustment.

F. Grade areas adjacent to excavations as necessary to prevent surface water from entering trenches. Remove water accumulating in excavations by pumping or other suitable methods.

G. Provide sheeting, shoring, shielding, sloping, or other protective systems as necessary and as required by applicable safety regulations for protection of personnel, adjacent structures, and property.

H. Excavated material that is unsuitable for reuse or excess to the requirements of the Work shall be removed and legally disposed of offsite unless otherwise directed by the Owner.

3.2 TRENCHING

A. Excavate trenches to the required alignment, depth, and width necessary for proper installation of the utility or piping system.

B. Trench widths shall be sufficient to permit proper installation, jointing, bedding, and compaction of backfill while avoiding unnecessary excavation.

C. Prepare trench bottoms to provide uniform and continuous support for piping and conduits. Provide bell holes where necessary so pipe barrels bear uniformly on the prepared bedding.

D. Where over-excavation occurs, restore the trench bottom to the required elevation using approved bedding or backfill material placed and compacted to provide uniform support.

E. Do not install piping, conduit, or other underground Work in standing water, mud, unstable material, or frozen ground.

F. Provide and maintain dewatering equipment as necessary to keep excavations suitable for installation of the Work. Discharge water in a manner that does not cause erosion, flooding, sediment discharge, or damage to adjacent improvements.

G. Excavated material shall be placed in a manner that does not obstruct sidewalks, access routes, drainage facilities, or other construction activities.

H. Where rock, concrete, masonry, debris, or other hard material is encountered within the required pipe bedding zone, remove such material sufficiently to prevent point loading or damage to the pipe. Replace with approved bedding material and compact as required.

I. Where unsuitable, unstable, organic, or excessively soft material is encountered at the trench bottom, remove the unsuitable material to the extent necessary to provide stable support and replace with approved bedding or backfill material.

J. Protect trees, shrubs, fences, sidewalks, playground improvements, outdoor fitness improvements, splash pad improvements, utilities, and other existing or completed improvements during trenching operations.

K. Provide temporary support and protection for existing underground and surface structures encountered during the Work.

L. Restore areas disturbed by trenching to a condition equal to or better than that existing immediately prior to the Contractor's operations, unless other restoration requirements are specified.

M. Provide barricades, warning devices, and other protection necessary for excavations located in or adjacent to areas accessible to workers or the public.

3.3 BEDDING

A. Provide bedding as required by the applicable piping, conduit, equipment, or manufacturer's installation requirements.

B. Bedding material shall be suitable for the type and size of pipe or conduit being installed and shall provide uniform and continuous support.

C. Shape and compact bedding to support the pipe barrel throughout its length. Excavate bell holes or joint recesses only to the extent necessary to properly make joints.

D. Where the approved manufacturer's written installation requirements or an individual Specification Section requires a specific bedding, embedment, or backfill material or installation method, those requirements shall govern over the general requirements of this Section.

3.4 BACKFILLING

A. General:

1. Do not backfill underground piping, conduits, utilities, or other Work until required inspections have been completed.
2. Backfill trenches with suitable material free from debris, organic matter, large stones, and other materials that could damage the installed Work or prevent proper compaction.
3. Trenches improperly backfilled or compacted shall be reopened and corrected as necessary at no additional cost to the Owner.
4. Backfilling covered by this Section includes material extending from the top of bedding or pipe zone material to existing or proposed finished grade or subgrade, as applicable.

B. Backfilling for Utility Lines:

1. Place initial backfill around and above piping or conduit using material and methods that will not damage or displace the installed Work.

2. Unless otherwise required by the applicable piping or manufacturer's specification, carefully place and compact backfill around the pipe and to a minimum of six inches (6") above the top of the pipe before using mechanical compaction equipment over the installation.
3. From six inches (6") above the pipe to finished grade or subgrade, place backfill in lifts of suitable thickness and compact by approved methods.
4. Unless a different requirement is specified by an individual Specification Section, compact trench backfill to a minimum of 95 percent of maximum dry density as determined by ASTM D698.
5. Where trenches are located beneath sidewalks, concrete, playground surfacing, outdoor fitness surfacing, splash pad improvements, or other structural or hardscape improvements, compact backfill sufficiently to provide a firm, non-yielding subgrade and comply with the requirements of the applicable overlying improvement.
6. Repair and restore existing or completed surfaces disturbed by construction activities to a condition equal to or better than that existing immediately prior to the Contractor's operations.
7. Where trenching occurs through areas prepared or constructed by others as part of the larger park improvements, the Contractor shall protect adjacent Work and restore areas disturbed by its operations. The Contractor shall be responsible for minor grading and adjustment necessary to properly integrate its utility Work with the surrounding improvements.

3.5 RECORDING OF UNDERGROUND WORK

A. Prior to concealment, record the actual location of underground piping, conduits, drainage lines, valves, fittings, and other concealed appurtenances as required by Section 017840 – Project Record Documents.

B. Record sufficient dimensions, elevations, or reference measurements to allow the Owner to reasonably locate concealed underground Work after completion.

END OF SECTION

SECTION 312513
SILT FENCE

PART 1 GENERAL

1.1 SCOPE OF WORK

A. In accordance with the requirements of this Section, the CONTRACTOR shall furnish, install, maintain, and remove temporary silt fence as necessary to control sediment and prevent sediment-laden runoff from leaving disturbed areas or adversely affecting adjacent property, drainage features, sidewalks, streets, or other improvements.

B. Silt fence shall be installed where indicated by the Contract Documents, where required by site conditions or applicable regulations, and where directed by the ENGINEER.

C. The CONTRACTOR shall be responsible for providing and maintaining adequate temporary erosion and sediment control measures throughout construction and until disturbed areas have been permanently stabilized.

PART 2 – MATERIALS

2.1 GEOTEXTILE FABRIC

A. Silt fence fabric shall be a water-permeable geotextile specifically manufactured and intended for use as temporary sediment-control fencing.

B. Fabric shall be of sufficient strength and durability for the intended application and shall comply with applicable manufacturer's recommendations and requirements.

C. Fabric for silt fence shall be manufactured in widths of not less than 3 feet. Sheets of fabric may be sewn or otherwise factory joined in accordance with the manufacturer's recommendations.

2.2 WOVEN WIRE BACKING

A. Where required by the fabric manufacturer or where necessary to provide adequate support, silt fence shall be reinforced with woven wire backing.

B. Woven wire backing shall be at least 32 inches high and have not less than six horizontal wires. Vertical wires shall be spaced not more than 12 inches apart. The top and bottom wires shall be 10 gage or larger. All other wire shall be not smaller than 12-1/2 gage.

C. Woven wire backing may be omitted where the silt fence fabric is specifically manufactured and approved for unsupported installation and is installed in accordance with the manufacturer's written requirements.

2.3 POSTS

A. Steel posts shall be used unless another post system is recommended by the silt fence manufacturer and approved by the ENGINEER.

B. Steel posts shall be of sufficient length, strength, and configuration to adequately support the silt fence throughout the duration of its intended use.

C. Posts shall have projections, notches, holes, or other suitable means for securely fastening the wire backing and/or fabric to the posts.

2.4 FASTENERS

A. Wire, ties, clips, or other fasteners shall be suitable for securely attaching the fabric and wire backing to the posts and shall be compatible with the silt fence system being installed.

2.5 MANUFACTURER'S CERTIFICATION

A. When requested by the ENGINEER, the CONTRACTOR shall furnish manufacturer's product data or certification demonstrating that the proposed silt fence materials are suitable for the intended application.

B. Fabric, posts, wire backing, and fasteners shall be subject to review by the ENGINEER prior to incorporation into the Work.

PART 3 – EXECUTION

3.1 INSTALLATION

A. Silt fence shall be installed at locations necessary to intercept sediment-laden runoff from disturbed areas before it leaves the Project site or enters adjacent property, drainage features, paved areas, or other areas requiring protection.

B. Installation shall be in accordance with the manufacturer's written recommendations and applicable regulatory requirements.

C. Silt fence shall generally be installed along the contour and shall not be installed in a manner that concentrates runoff or creates unintended drainage conditions.

D. Posts shall be securely driven or embedded into the ground at spacing adequate to support the fence. Post spacing shall comply with the manufacturer's recommendations for the fabric and support system furnished.

E. The bottom edge of the fabric shall be trenched or otherwise securely embedded into the ground in accordance with the manufacturer's recommendations to prevent runoff from passing beneath the fence.

F. Fabric shall be securely attached to the posts and woven wire backing, where used.

G. Where fabric is spliced, the connection shall be made at a support post or by another method recommended by the manufacturer that provides a continuous and effective sediment barrier.

H. Fabric having defects, rips, holes, deterioration, or damage that reduces its effectiveness shall not be incorporated into the Work.

I. The CONTRACTOR shall inspect the Work throughout construction and install additional silt fence or other temporary erosion-control measures where construction operations or changing site conditions make such measures necessary.

3.2 MAINTENANCE AND REMOVAL

A. The CONTRACTOR shall inspect and maintain silt fence throughout construction and after significant rainfall events. Damaged, displaced, undermined, or otherwise ineffective silt fence shall be repaired or replaced promptly.

B. Sediment accumulation shall be removed when it reaches a level that reduces the effectiveness or capacity of the silt fence or as otherwise required by applicable regulations.

C. Removed sediment shall be disposed of or redistributed in a manner that prevents the material from reentering stormwater runoff.

D. Temporary silt fence shall remain in place until the contributing disturbed areas have been permanently stabilized, unless otherwise approved by the ENGINEER.

E. Upon removal of temporary silt fence, the CONTRACTOR shall remove accumulated sediment and temporary materials, fill and compact trenches or post holes as necessary, restore disturbed grades, and stabilize bare areas in accordance with the Contract Documents.

F. Removal and disposal of temporary silt fence and restoration of affected areas shall be considered incidental to the Work unless otherwise specifically provided.

END OF SECTION

SECTION 312514
TEMPORARY EROSION CHECKS

PART 1 – GENERAL

1-01 1.01 DESCRIPTION

A. This work shall consist of furnishing, installing, maintaining, and removing temporary erosion checks as necessary to reduce runoff velocity, intercept sediment, and minimize erosion and sediment migration from disturbed areas during construction.

B. Temporary erosion checks may include straw wattles, fiber rolls, or other manufactured erosion-control devices suitable for the intended application and approved by the ENGINEER.

C. Temporary erosion checks shall be provided where indicated by the Contract Documents, where required by site conditions or applicable regulations, and where directed by the ENGINEER. Typical locations may include swales, drainage paths, around drainage inlets, along slopes, at the downstream limits of disturbed areas, and other locations where concentrated runoff or sediment migration may occur.

D. Temporary erosion checks shall be used in conjunction with silt fence and other erosion- and sediment-control measures as necessary to provide adequate protection throughout construction.

E. The CONTRACTOR shall be responsible for providing and maintaining adequate temporary erosion- and sediment-control measures throughout construction and until disturbed areas have been permanently stabilized.

PART 2 – PRODUCTS

2.01 TEMPORARY EROSION CHECKS

A. Straw wattles or fiber rolls shall consist of clean, weed-free straw, wood fiber, coconut fiber, or other approved biodegradable material contained within a durable netting suitable for erosion- and sediment-control applications.

B. Wattles or fiber rolls shall be commercially manufactured products of sufficient diameter, density, strength, and durability for the intended application.

C. Stakes shall be wood or other material recommended by the manufacturer and shall be of sufficient length and strength to securely anchor the erosion check.

D. Materials shall be free from objectionable weeds, mold, rot, or other deterioration that would reduce their effectiveness.

E. Other manufactured temporary erosion-control devices may be utilized when suitable for the intended application and approved by the ENGINEER.

F. Temporary erosion-control products shall be installed in accordance with the manufacturer's written recommendations. Where manufacturer's requirements are more stringent than the requirements of this Section, the manufacturer's requirements shall govern.

PART 3 – EXECUTION

3.01 INSTALLATION

A. Temporary erosion checks shall be installed at locations necessary to reduce runoff velocity, intercept sediment, and protect adjacent property, drainage features, paved areas, and other improvements from sediment-laden runoff.

B. The CONTRACTOR shall evaluate site conditions throughout construction and provide additional temporary erosion checks or other erosion-control measures where construction operations or changing site conditions make such measures necessary.

C. Wattles and fiber rolls shall be installed generally along the contour or perpendicular to the direction of runoff, as appropriate for the intended application.

D. The ground beneath wattles or fiber rolls shall be prepared as necessary to provide continuous contact between the erosion-control device and the ground surface and to prevent runoff from passing beneath the device.

E. Wattles and fiber rolls shall be securely anchored with stakes at spacing recommended by the manufacturer. Stakes shall be driven sufficiently into the ground to prevent displacement during anticipated runoff conditions.

F. Where individual sections are joined, ends shall be tightly abutted or overlapped in accordance with the manufacturer's recommendations to prevent runoff from passing through gaps.

G. Installation shall not create unintended ponding, redirect runoff onto adjacent property, or otherwise adversely affect existing drainage patterns.H. Temporary erosion checks installed around drainage inlets shall be arranged so as not to completely obstruct drainage or create a hazardous condition.

I. Damaged, displaced, deteriorated, or improperly installed erosion-control materials shall be repaired or replaced promptly.

3.02 MAINTENANCE AND REMOVAL

A. The CONTRACTOR shall inspect and maintain temporary erosion checks throughout construction and after significant rainfall events.

B. Sediment accumulation shall be removed when it reaches a level that reduces the effectiveness or capacity of the erosion check or as otherwise required by applicable regulations.

C. Removed sediment shall be disposed of or redistributed in a manner that prevents the material from reentering stormwater runoff.

D. Temporary erosion checks shall remain in place until the contributing disturbed areas have been permanently stabilized, unless otherwise approved by the ENGINEER.

E. When temporary erosion checks are no longer required, the CONTRACTOR shall remove the materials and accumulated sediment, restore disturbed grades, and stabilize bare areas in accordance with the Contract Documents.

F. Removal and disposal of temporary erosion checks and restoration of affected areas shall be considered incidental to the Work unless otherwise specifically provided.

END OF SECTION

SECTION 321123
CRUSHED LIMESTONE BASE

PART 1 - GENERAL

1.01 DESCRIPTION

A. This item shall consist of furnishing all materials, labor, equipment, and performing all Work necessary for construction of a crushed limestone base course on a prepared subgrade in accordance with the requirements of the Contract Documents.

B. Where required by the Contract Documents, approved Shop Drawings, equipment manufacturer's requirements, or directed by the Engineer, crushed limestone base shall be installed beneath or in connection with sidewalks, playground improvements, outdoor fitness improvements, splash pad improvements, surfacing systems, utility trench restoration, temporary construction access, and other site improvements included in the Work.

C. The compacted thickness of crushed limestone base shall be as required by the applicable Specification Section, approved Shop Drawings, manufacturer's installation requirements, or as directed by the Engineer.

D. Major roadway construction or overall park site development is not included under this Section unless specifically indicated in the Contract Documents.

1.02 APPLICABLE DOCUMENTS

A. The latest edition of the following publications shall form a part of this Specification and, where referred to by basic designation only, shall be applicable to the extent indicated.

B. American Association of State Highway and Transportation Officials (AASHTO):

1. AASHTO T 96 – Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine.

C. Mississippi Standard Specifications for Road and Bridge Construction, latest applicable edition, where referenced herein.

D. ASTM International, latest applicable edition:

1. ASTM D698 – Laboratory Compaction Characteristics of Soil Using Standard Effort.
2. ASTM D4318 – Liquid Limit, Plastic Limit, and Plasticity Index of Soils.
3. ASTM C136/C136M – Sieve Analysis of Fine and Coarse Aggregates.

PART 2 - MATERIALS

2.01 GENERAL

A. Crushed limestone shall meet the gradation of the following table.

CRUSHED STONE GRADATION LIMITS	
Sieve Size	Percent Passing
1-1/2 inch	100
1 inch	90-100
3/4 inch	70-100
1/2 inch	62-90
3/8 inch	50-80
No. 4	40-65
No. 40	12-26
No. 200	5-12

B. The portion of the crushed limestone passing the No. 40 sieve shall have a liquid limit not greater than 25 and a plasticity index not greater than 5.

C. Where an approved manufacturer of playground equipment, outdoor fitness equipment, splash pad equipment, surfacing, or other improvements requires a different aggregate base material or gradation as a condition of its installation or warranty requirements, such material may be submitted to the Engineer for review and approval. Approved manufacturer-required materials shall be installed in accordance with the manufacturer's written requirements.

2.02 SOURCE AND TESTING

A. The limestone base material shall be obtained from a source furnished by the Contractor and reviewed by the Engineer. The Contractor shall designate the proposed source and submit certified gradation test results to the Engineer for review prior to placement of the material.

B. Testing shall be completed as specified herein and as directed by the Engineer. Tests shall be completed by a qualified testing laboratory acceptable to the Engineer, and results shall be submitted to the Engineer. Testing shall be an absorbed cost item unless otherwise indicated in the Contract Documents.

PART 3 – CONSTRUCTION REQUIREMENTS

3.01 GENERAL REQUIREMENTS

A. Subgrade: Prior to placing base course material, the subgrade shall be properly prepared in accordance with Section 312313 – Subgrade Preparation. Any ruts, soft or yielding areas, unsuitable material, or areas damaged by poor drainage, construction traffic, or other causes shall be corrected, compacted, and brought to the required line and grade before placement of the base course.

B. Placing and Spreading: Base course material may be spread in one or more lifts of suitable thickness to achieve the required compaction. Base material shall be deposited and spread in uniform layers without appreciable segregation. Addition of water or drying shall be performed as necessary to produce material capable of being compacted to the required density.

C. Compacting: Base course shall be compacted using equipment appropriate for the location, thickness, and type of Work. Compaction equipment shall not damage adjacent or previously completed improvements.

1. Each layer of base material shall be compacted to a density of 100 percent of maximum dry density as determined by ASTM D698 (Standard Proctor) at a moisture content suitable to achieve the required compaction.

2. Irregularities, depressions, yielding areas, or other deficiencies that develop during compaction shall be corrected by loosening, adding or removing material, moisture conditioning as necessary, and recompacting.

3. In confined areas where conventional rollers cannot reasonably be used, mechanical tampers, vibratory compactors, or other suitable equipment may be used to achieve the required density.

D. Surface and Thickness Requirements: The surface of the completed base shall present a uniform appearance and smooth surface without sharp breaks, yielding areas, or depressions that will hold water.

1. Finished base elevations shall be within plus or minus one-half inch (1/2") of the required grade unless a more stringent tolerance is specified for the overlying improvement.

2. Thickness of the completed base course shall not vary more than one-half inch (1/2") from the required thickness.

3. Base beneath playground surfacing, outdoor fitness surfacing, splash pad improvements, sidewalks, or other manufactured systems shall also comply with applicable manufacturer requirements for grade, elevation, drainage, thickness, and surface tolerances.

3.02 MAINTENANCE

A. Maintain completed base by watering, grading, compacting, or other appropriate means as necessary to prevent loss of material and preserve required lines, grades, elevations, and cross-sections until placement of the overlying improvement or acceptance of the Work.

B. Repair areas damaged by construction traffic, weather, erosion, or other operations. Provide additional material as necessary to correct low areas and maintain required grades.

C. Where Work under this Contract is constructed adjacent to or over improvements previously completed as part of the larger park project, protect such improvements and perform minor adjustments necessary to properly integrate the Work included in this Contract.

3.03 SUBMITTAL DATA

A. Submit certified gradation test results and designate the source of supply.

B. Submit compaction testing results where testing is required by the Contract Documents or directed by the Engineer.

C. Where an alternate aggregate base material is proposed to satisfy an approved manufacturer's installation requirements, submit product information, gradation, proposed thickness, and manufacturer's written installation requirements for review prior to use.

END OF SECTION

SECTION 321313
SITE CONCRETE ACCESSORIES

PART 1 – GENERAL

1.01 DESCRIPTION

A. Scope:

1. Contractor shall provide all labor, materials, equipment, and incidentals required to furnish and install concrete accessories associated with site concrete Work.
2. Concrete accessories include, as applicable:

a. Construction joints.

b. Expansion and isolation joints.

c. Control joints.

d. Joint fillers and sealants.

e. Anchor bolts, anchors, embedded items, and related accessories.

f. Accessories required for installation of playground equipment, outdoor fitness equipment, fencing, splash pad components, and other improvements supported by or anchored to concrete.

B. Concrete accessories shall be compatible with the concrete Work and with the equipment, structures, or systems being installed.

C. Where an approved equipment manufacturer requires accessories, anchors, embedments, joint materials, or installation methods different from or more stringent than the general requirements of this Section, comply with the approved manufacturer's written requirements, subject to review by the Engineer.

D. Related Work Specified Elsewhere:

1. Section 321314 – Concrete Placement.
2. Section 321315 – Concrete Formwork.
3. Individual Specification Sections for playground equipment, outdoor fitness equipment, splash pad systems, fencing, and other improvements requiring concrete foundations or anchorage.

1.02 QUALITY ASSURANCE

A. Reference Standards: Comply with applicable provisions and recommendations of the following, except as otherwise specified:

1. ACI 301 – Specifications for Concrete Construction.
2. ASTM A36/A36M – Standard Specification for Carbon Structural Steel, where applicable.
3. ASTM D1752 – Standard Specification for Preformed Sponge Rubber, Cork, and Recycled PVC Expansion Joint Fillers for Concrete Paving and Structural Construction.
4. Applicable requirements of approved equipment manufacturers.

B. Manufactured items shall be installed in accordance with manufacturer's written instructions.

C. Where conflicts occur between this Section and approved equipment manufacturer's installation requirements, notify the Engineer prior to installation.

1.03 SUBMITTALS

A. Submit in accordance with Section 012910 – Submittals.

B. Submit manufacturer's product data and installation instructions for:

1. Expansion and isolation joint fillers.
2. Joint sealants.
3. Bonding agents, where required.
4. Anchor bolts, proprietary anchors, and embedded accessories.
5. Manufacturer-required concrete accessories associated with playground equipment, outdoor fitness equipment, fencing, splash pad systems, or other equipment.

C. Shop Drawings:

1. Where required, indicate proposed construction, expansion, isolation, and control joint locations.
2. Show anchor bolts, embedded items, templates, and other accessories requiring placement before concrete placement.
3. Where equipment manufacturers provide foundation or anchorage details, submit the manufacturer's approved installation drawings showing required anchors, embedment, concrete footing configuration, and associated accessories.

PART 2 – PRODUCTS

2.01 GENERAL

A. Provide concrete accessories suitable for their intended exterior application and compatible with adjacent materials.

B. Products specified by manufacturer or product name are intended to establish the required type and quality. Approved equal products may be provided in accordance with the Contract Documents.

C. Where the approved equipment manufacturer requires proprietary anchors, bolts, embedments, sleeves, or accessories for proper installation or warranty compliance, provide the manufacturer-required products.

2.02 EXPANSION AND ISOLATION JOINT FILLER

A. Provide preformed expansion joint filler complying with ASTM D1752 or other suitable material approved for the intended application.

B. Thickness shall be as required by the applicable concrete installation, approved Shop Drawings, or equipment manufacturer's requirements.

C. Joint filler shall extend continuously through the required joint unless otherwise indicated.

2.03 JOINT SEALANT

A. Provide exterior-grade joint sealant suitable for concrete paving and site improvements.

B. Sealant shall be compatible with the joint filler and adjacent concrete surfaces and shall be suitable for anticipated exterior exposure and movement.

C. Color shall be selected by the Owner or Engineer from manufacturer's standard colors where exposed to view.

D. Install in accordance with manufacturer's written instructions.

2.04 EPOXY BONDING AGENT

A. Where required for bonding new concrete to existing or previously cured concrete, provide a two-component epoxy bonding agent suitable for the intended application.

B. Product shall be one of the following, or approved equal:

1. Sikadur or applicable product by Sika.

2. Comparable product by an approved manufacturer.
3. Approved equal.

C. Use only where required by the Contract Documents, approved repair procedures, or directed by the Engineer.

2.05 ANCHOR BOLTS, ANCHORS, AND EMBEDDED ITEMS

A. Provide anchor bolts, anchors, embedments, sleeves, plates, and related accessories as required by the Contract Documents and approved equipment manufacturer's installation requirements.

B. Anchor materials, sizes, lengths, grades, coatings, and configurations shall comply with the requirements of the applicable equipment manufacturer or approved Shop Drawings.

C. Exposed ferrous anchors and hardware shall be galvanized, stainless steel, or otherwise corrosion-resistant as required for the intended exterior application.

D. Set anchor bolts and embedded items using templates or other positive means necessary to maintain correct location, elevation, alignment, and projection during concrete placement.

E. Verify all anchor and embedment locations prior to concrete placement.

F. Anchor bolts and embedded items associated with playground equipment, outdoor fitness equipment, fencing, splash pad equipment, or other manufactured systems shall comply with the approved manufacturer's written installation requirements.

2.06 MANUFACTURER-REQUIRED ACCESSORIES

A. Where the approved manufacturer of playground equipment, outdoor fitness equipment, splash pad equipment, fencing, or other systems requires concrete accessories not specifically listed herein, provide such accessories as necessary for proper installation.

B. Manufacturer-required accessories may include anchors, sleeves, templates, embedments, plates, isolation materials, proprietary hardware, or other components.

C. Submit manufacturer-required accessories for review as part of the applicable equipment or system submittal.

PART 3 – EXECUTION

3.01 INSPECTION

A. Examine conditions under which concrete accessories are to be installed.

B. Notify the Engineer of conditions that prevent proper installation.

C. Do not proceed with affected Work until unsatisfactory conditions have been corrected or otherwise resolved.

3.02 CONSTRUCTION JOINTS

A. Comply with applicable requirements of ACI 301.

B. Locate construction joints as indicated by the Contract Documents, approved Shop Drawings, equipment manufacturer's requirements, or as approved by the Engineer.

C. Prepare existing concrete surfaces receiving new concrete by removing laitance, loose material, dirt, debris, curing compounds, and other substances that may prevent proper bond.

D. Where bonding agents are required, prepare surfaces and apply bonding material in accordance with manufacturer's written instructions.

3.03 EXPANSION AND ISOLATION JOINTS

A. Install expansion and isolation joints where indicated or required to separate concrete improvements from fixed structures, equipment foundations, existing concrete, or other improvements where differential movement may occur.

B. Install joint filler and sealant in accordance with manufacturer's written instructions.

C. Maintain joint materials in proper position during concrete placement.

3.04 CONTROL JOINTS

A. Provide control joints at locations and spacing required by the applicable concrete Work, approved layout, or Contract Documents.

B. Coordinate control joints with equipment foundations, anchors, sidewalks, splash pad improvements, and adjacent construction so joints do not interfere with required anchorage or equipment installation.

C. Where an equipment manufacturer establishes limitations on joint locations near foundations or anchors, comply with those requirements.

3.05 ANCHORS AND EMBEDDED ITEMS

A. Install anchor bolts, anchors, sleeves, templates, plates, and embedded items before concrete placement where required.

B. Secure accessories rigidly to prevent displacement during concrete placement.

C. Verify dimensions, elevations, orientation, spacing, and projection before concrete is placed.

D. Do not field-modify manufacturer-provided anchors or embedded components without written approval from the equipment manufacturer and Engineer.

E. Correct improperly located anchors or embedments only by a method approved by the Engineer and, where applicable, the equipment manufacturer.

3.06 MANUFACTURER REQUIREMENTS

A. Concrete accessories associated with playground equipment, outdoor fitness equipment, splash pad equipment, fencing, or other manufactured systems shall be installed in accordance with the approved manufacturer's written instructions and approved Shop Drawings.

B. Where manufacturer requirements exceed or differ from the general requirements of this Section, notify the Engineer prior to construction. Approved manufacturer requirements necessary for proper installation, safety, performance, or preservation of warranty shall govern.

END OF SECTION

SECTION 321314
SITE CONCRETE PLACEMENT

PART 1 – GENERAL

1.01 SCOPE

A. This Work consists of furnishing, placing, finishing, curing, and testing Portland cement concrete for site improvements in accordance with these Specifications and in reasonable conformity with the lines, grades, elevations, dimensions, approved layouts, and manufacturer requirements applicable to the Work.

B. The Contractor shall furnish all labor, materials, equipment, tools, supervision, and incidentals required to provide cast-in-place concrete associated with sidewalks, concrete paving, equipment foundations and footings, playground improvements, outdoor fitness improvements, splash pad improvements, fencing and gates, curbing, equipment pads, and other miscellaneous site concrete included in the Work.

C. Concrete foundations, footings, anchorage, embedment, dimensions, and configuration associated with playground equipment, outdoor fitness equipment, splash pad equipment, fencing, or other manufactured systems shall comply with the approved manufacturer's written installation requirements and approved Shop Drawings.

D. Where approved manufacturer requirements differ from or are more stringent than the general requirements of this Section, notify the Engineer prior to placement. Manufacturer requirements necessary for proper installation, safety, performance, or preservation of warranty shall govern upon approval.

PART 2 – PRODUCTS

2.01 CONCRETE

A. Strength and Slump:

1. Unless otherwise specified by an individual Specification Section or approved manufacturer's installation requirements, concrete shall develop a minimum compressive strength of 3,500 psi at 28 days.
2. Maximum slump shall be 4 inches, unless a different slump is approved by the Engineer as part of the concrete mix design or required for an approved placement method.
3. Where an individual Specification Section requires greater concrete strength, the more stringent requirement shall govern.

B. Materials: Concrete materials shall comply with applicable requirements of the Mississippi Standard Specifications for Road and Bridge Construction, 2024 Edition, including the following, as applicable:

1. Portland Cement – Sections 701.01 and 701.02.
2. Admixtures – Section 713.02.
3. Fly Ash – Section 714.05.
4. Fine Aggregate – Section 703.02.
5. Coarse Aggregate – Section 703.03.
6. Curing Materials – Section 713.01.
7. Joint Materials – applicable requirements of Section 707.
8. Reinforcing Steel – Section 711.02.

C. Aggregates used in concrete shall comply with the applicable requirements of Section 703 of the Mississippi Standard Specifications for Road and Bridge Construction, 2024 Edition.

D. Concrete mixtures shall contain the minimum quantity of water consistent with required workability and shall be proportioned to:

1. Prevent segregation during transportation and placement.
2. Provide adequate workability for proper placement and consolidation.
3. Completely surround reinforcement, anchors, and embedded items.
4. Produce dense, durable concrete free from excessive laitance, honeycombing, or voids.

2.02 AIR-ENTRAINED CONCRETE

A. Where air-entrained concrete is specified, required by the approved mix design, or recommended for exterior exposure, provide an approved air-entraining admixture.

B. Air content shall be appropriate for the aggregate size, exposure, and intended use of the concrete and shall comply with the approved mix design and applicable requirements of the Mississippi Standard Specifications.

C. Air-entraining admixtures shall be added in accordance with the manufacturer's written instructions.

2.03 ADMIXTURES AND ADDITIVES

A. Admixtures may be used when included in the approved mix design, required by the Contract Documents, or approved by the Engineer.

B. Admixtures may be used to improve workability, reduce mixing water, control setting time, improve durability, or achieve other required concrete properties.

C. Admixtures shall not be used to reduce the required cementitious content or otherwise diminish the specified performance of the concrete.

D. Admixtures containing chlorides shall not be permitted unless specifically approved by the Engineer.

E. Admixtures shall be used and dispensed in accordance with the manufacturer's written requirements.

PART 3 – EXECUTION

3.01 MIXING AND DELIVERY

A. Concrete shall be machine mixed and may be produced at an approved ready-mix concrete plant.

B. Ready mix concrete shall meet the requirements of the approved mix design and this Section.

C. Concrete shall be mixed and delivered in equipment suitable for producing and maintaining a uniform mixture without segregation.

D. Concrete shall be mixed only in quantities required for immediate use. Concrete that has developed initial set, partially hardened, or otherwise become unsuitable shall not be used.

E. Retempering concrete by the uncontrolled addition of water shall not be permitted.

F. Ready-mix concrete shall be discharged and placed within the allowable time established by the applicable standards, approved mix design, weather conditions, and manufacturer's recommendations.

G. Delivery tickets shall be available to the Engineer upon request and shall identify the concrete mix, batch time, quantity, and other information necessary to verify compliance with the approved mix design.

3.02 HANDLING AND PLACING CONCRETE

A. Prior to placing concrete:

1. Forms shall be properly installed and secured.

2. Reinforcement, anchors, sleeves, embedded items, and equipment-related accessories shall be accurately positioned and secured.
3. Subgrade and aggregate base shall be properly prepared and accepted.
4. Forms and placement areas shall be free from standing water, mud, debris, loose material, ice, frost, and other objectionable substances.
5. Manufacturer-required anchor templates, sleeves, post locations, foundation configurations, and embedments shall be verified where applicable.

B. Do not place concrete until required forms, reinforcement, foundations, anchors, and embedded items have been inspected where inspection is required.

C. Place concrete as near as practicable to its final position and in a manner that prevents segregation and displacement of reinforcement, anchors, or embedded items.

D. Do not place concrete on frozen ground, mud, topsoil, organic material, yielding subgrade, or other unsuitable material.

E. Concrete shall completely fill forms and surround reinforcing steel, anchors, embedded items, and equipment supports without honeycombing or excessive air pockets.

F. Consolidate concrete as necessary using appropriate vibration, rodding, spading, or other suitable methods.

G. Mechanical vibration shall be used where necessary to properly consolidate concrete around reinforcement, anchors, and embedded items. Vibration shall not be continued to the point of segregation.

H. Concrete shall not be dropped through excessive heights or handled in a manner that causes segregation.

I. Protect adjacent playground equipment, outdoor fitness equipment, splash pad components, fencing, turf, finished surfaces, and other improvements from concrete splatter and damage.

J. Finished foundation elevations and anchor locations shall conform to the approved Shop Drawings and manufacturer's requirements.

3.03 WEATHER CONDITIONS

A. Concrete shall not be placed under weather conditions that will adversely affect placement, finishing, curing, durability, appearance, or required strength.

B. Cold Weather:

1. Do not place concrete on frozen subgrade or against surfaces containing frost or ice.
2. When cold-weather conditions exist, provide protection and curing necessary to prevent freezing and maintain suitable concrete temperatures.
3. Cold-weather concreting shall comply with applicable requirements of the Mississippi Standard Specifications and accepted concrete construction practices.
4. The use of salt or other chloride-containing materials as a substitute for proper cold-weather protection shall not be permitted.

C. Hot Weather:

1. During hot-weather conditions, take precautions necessary to prevent excessive concrete temperature, rapid moisture loss, plastic shrinkage cracking, premature stiffening, or other detrimental effects.
2. Precautions may include cooling aggregates or mixing water, shading materials and equipment, scheduling concrete placement during cooler portions of the day, fogging the placement area, using approved set-retarding admixtures, or other appropriate methods.

3. Particular care shall be taken with sidewalks, splash pad concrete, equipment pads, and other exposed site concrete where finish quality and cracking may affect appearance, drainage, safety, or performance.

D. Where an individual Specification Section or approved manufacturer's requirements establish more specific weather limitations, those requirements shall govern.

3.04 CURING

A. Protect freshly placed concrete from premature drying, excessive temperatures, rain, freezing, construction traffic, and other conditions that may adversely affect curing.

B. Begin curing as soon as practicable after finishing operations have been completed.

C. Cure concrete by approved wet-curing methods, curing compounds, coverings, or other methods appropriate for the Work.

D. Wet curing, where used, shall be continuous for a minimum of seven (7) days unless otherwise approved or permitted by the applicable concrete requirements.

E. Curing compounds shall be applied in accordance with the manufacturer's written instructions.

F. Curing compounds proposed beneath synthetic turf, coatings, adhesives, sealants, playground surfacing, or other bonded materials shall be compatible with the subsequent installation. Do not use curing compounds that would interfere with adhesion or performance of the finished system.

G. Protect concrete from damage until adequate strength has developed for the anticipated construction loads and installation activities.

3.05 PATCHING AND REPAIR

A. After form removal, inspect concrete for honeycombing, voids, exposed aggregate, damaged edges, surface defects, and other deficiencies.

B. Remove loose and unsound material and repair defects using suitable repair materials and methods approved by the Engineer.

C. Repairs shall match adjacent concrete in appearance where exposed to view.

D. Concrete having defects that materially affect structural capacity, drainage, appearance, safety, equipment installation, or durability shall be corrected or replaced as directed by the Engineer.

3.06 FINISHING

A. Concrete surfaces shall be finished as required by the applicable Specification Section, intended use, approved layout, or manufacturer's requirements.

B. Sidewalks and Pedestrian Concrete:

1. Strike off, consolidate, and float surfaces to required elevations and slopes.
2. Provide a uniform broom finish unless otherwise specified.
3. Provide a slip-resistant surface suitable for pedestrian use.
4. Finished surfaces shall drain without ponding or birdbaths.

C. Splash Pad Concrete:

Concrete associated with the splash pad shall comply with the specific requirements of Section 116800 – Splash Pad System, including concrete strength, thickness, reinforcement, slopes, finishing, jointing, base preparation, and other requirements specified therein.

D. Equipment Foundations and Footings:

1. Finish exposed portions neatly and uniformly.

2. Top surfaces shall be level or sloped as required by the approved equipment manufacturer's installation instructions.
3. Foundation elevations shall not interfere with required safety surfacing, synthetic turf, drainage, accessibility, or equipment clearances.

E. Formed Concrete Surfaces:

Exposed formed surfaces shall be reasonably smooth and uniform and free from objectionable fins, projections, honeycombing, or other defects.

F. Unless otherwise specified, sidewalks and other pedestrian surfaces shall not vary more than 1/8 inch under a 10-foot straightedge, except where intentional grade changes or drainage slopes are required.

3.07 COORDINATION WITH MANUFACTURED EQUIPMENT

A. Before placing equipment foundations or footings, verify the approved manufacturer's:

1. Foundation dimensions.
2. Footing depths.
3. Post embedment.
4. Anchor locations.
5. Anchor bolt or hardware requirements.
6. Equipment orientation.
7. Finished surface elevations.
8. Safety surfacing elevations and thicknesses.

B. Playground and outdoor fitness equipment foundations shall comply with the approved manufacturer's written installation instructions and Shop Drawings.

C. Where manufacturer-required footing dimensions, concrete strength, reinforcement, anchors, or other concrete requirements exceed the general requirements of this Section, the approved manufacturer requirements shall govern.

D. Do not modify manufacturer-required foundations or anchor systems without approval of the equipment manufacturer and Engineer.

3.08 FIELD QUALITY CONTROL DURING CONSTRUCTION

A. Perform sampling and testing of concrete when required by the Engineer.

B. Testing shall be performed by qualified personnel and an acceptable testing laboratory.

C. Testing may include:

1. Sampling Fresh Concrete: ASTM C172/C172M.
2. Slump: ASTM C143/C143M.
3. Air Content: ASTM C231/C231M, where applicable.
4. Concrete Temperature: ASTM C1064/C1064M.
5. Compression Test Specimens: ASTM C31/C31M.
6. Compressive Strength: ASTM C39/C39M.

D. Unless otherwise directed by the Engineer, provide at least one set of compressive strength specimens for each concrete mix placed in a day when strength testing is required.

E. Additional testing frequency may be required based on quantity placed, type of improvement, or observed conditions.

F. Test reports shall identify the Project, date, concrete mix, location of placement, slump, air content where applicable, concrete temperature, and compressive strength results.

G. Concrete failing to meet specified requirements shall be evaluated by the Engineer and shall be subject to corrective action, additional testing, repair, or removal and replacement as appropriate.

END OF SECTION

SECTION 321315
SITE CONCRETE FORMWORK

PART 1 – GENERAL

1.01 DESCRIPTION

A. Scope: Contractor shall provide all labor, materials, equipment, and incidentals required to furnish, install, maintain, and remove concrete formwork for site concrete Work.

B. Work includes providing openings and incorporating sleeves, anchor bolts, inserts, embedded items, templates, and other components required to be placed in or coordinated with the concrete.

C. Formwork under this Section may include, as applicable, sidewalks, equipment foundations and footings, splash pad concrete, fencing foundations, curbing, equipment pads, and other miscellaneous site concrete included in the Work.

D. Where concrete formwork, footing configuration, anchor locations, embedment, or other requirements are established by the approved manufacturer of playground equipment, outdoor fitness equipment, splash pad equipment, fencing, or other manufactured systems, coordinate the formwork with the approved manufacturer's written installation requirements and Shop Drawings.

1.02 COORDINATION

A. Review requirements of other Specification Sections and approved manufacturer submittals and coordinate installation of items that must be placed with or within the formwork.

B. Coordinate formwork with reinforcement, anchors, sleeves, embedded items, equipment foundations, utility penetrations, and other Work required prior to concrete placement.

C. Verify manufacturer-required footing dimensions, anchor templates, post locations, finished elevations, and embedment requirements before constructing forms.

1.03 QUALITY ASSURANCE

A. Contractor shall examine the subgrade, foundations, and conditions under which concrete formwork is to be constructed and notify the Engineer of unsatisfactory conditions.

B. Do not proceed with affected Work until unsatisfactory conditions have been corrected or otherwise resolved.

C. Reference Standards: Comply with applicable requirements of:

1. ACI 347 – Guide to Formwork for Concrete.
2. ACI 301 – Specifications for Concrete Construction.

D. Construct formwork to provide completed concrete surfaces within applicable tolerances of ACI 347 and the requirements of the Contract Documents.

E. Proprietary form systems and accessories shall be used in accordance with manufacturer's written instructions.

1.04 SUBMITTALS

A. Submit in accordance with Section 012910 – Submittals.

B. Submit manufacturer's product data and installation instructions for proprietary form materials, form coatings, ties, and accessories when requested by the Engineer.

C. Where formwork is associated with playground equipment, outdoor fitness equipment, splash pad equipment, fencing, or other manufactured systems, coordinate formwork dimensions and embedded items with the approved manufacturer's Shop Drawings.

1.05 DELIVERY, STORAGE, AND HANDLING

A. Store form materials in a manner that protects them from damage and excessive weather exposure.

B. Store materials above ground on blocking or supports.

C. Handle materials to prevent damage, warping, contamination, or other conditions that could adversely affect the finished concrete.

PART 2 – PRODUCTS

2.01 FORM MATERIALS

A. Forms for Exposed Concrete: Construct forms for exposed concrete surfaces using plywood, metal-faced forms, manufactured panel systems, or other suitable materials capable of producing continuous, straight, smooth surfaces.

B. Furnish form materials of sufficient strength and thickness to withstand concrete placement pressures without objectionable bowing or deflection.

C. Forms for Unexposed Concrete: Concrete surfaces that will be concealed or buried may be formed using plywood, lumber, metal, or other suitable materials.

D. Forms shall be sufficiently tight to prevent leakage of cement paste during placement.

2.02 FORM TIES

A. Provide factory-manufactured removable or snap-off metal form ties suitable for the intended application.

B. Form ties shall be designed to prevent excessive form deflection and avoid spalling of concrete during removal.

C. Where portions of form ties remain in exposed concrete, the remaining portion shall be recessed sufficiently to permit proper patching.

D. Wire ties shall not be permitted where they would remain exposed or adversely affect the finished concrete.

2.03 FORM COATINGS

A. Provide commercial form-release compounds that will not bond with, stain, discolor, or adversely affect concrete surfaces.

B. Form coatings shall not interfere with subsequent curing, sealants, coatings, synthetic turf adhesives, playground surfacing, or other materials requiring bond to the concrete.

C. Apply form coatings in accordance with manufacturer's written instructions.

2.04 DESIGN OF FORMWORK

A. Design, erect, support, brace, and maintain formwork to safely support fresh concrete and construction loads until the concrete has developed adequate strength.

B. Construct formwork so that completed concrete is of the required size, shape, alignment, elevation, and position.

C. Provide adequate bracing and support to prevent settlement, movement, bulging, sagging, or distortion during concrete placement.

D. Construct forms sufficiently tight to prevent loss of mortar or cement paste.

E. Formwork shall be readily removable without impact, shock, or damage to concrete surfaces or adjacent Work.

F. Where manufacturer-required foundations or footings are involved, formwork shall conform to the approved manufacturer dimensions, elevations, and configurations.

PART 3 – EXECUTION

3.01 INSPECTION

A. Examine conditions under which formwork is to be installed.

B. Notify the Engineer of conditions that prevent proper construction or placement.

C. Do not proceed with affected Work until unsatisfactory conditions have been corrected or resolved.

3.02 FORM CONSTRUCTION

A. Construct forms mortar-tight and sufficiently rigid to prevent distortion caused by concrete pressure, vibration, and construction loads.

B. Construct and maintain forms so that finished concrete conforms to required dimensions, grades, elevations, slopes, and contours.

C. Construct forms in accordance with ACI 347 and applicable requirements of the Contract Documents.

D. Provide openings, recesses, chamfers, screeds, bulkheads, anchorages, sleeves, inserts, and other features required for completion of the Work.

E. Fabricate forms for easy removal without damaging concrete surfaces.

F. Provide temporary openings where necessary for inspection, cleaning, or proper concrete placement.

G. Secure forms and embedded items to prevent displacement during concrete placement.

H. Forms shall remain properly aligned and secured until concrete has developed adequate strength for safe removal.

I. Where metal forms are used, keep surfaces clean and free from rust, grease, or other substances that could stain or damage the concrete.

J. Forms for exposed concrete shall be smooth and arranged to minimize visible joints, fins, offsets, and other surface irregularities.

3.03 CORNER TREATMENT

A. Exposed corners of foundations, pads, curbs, and other formed site concrete shall be neat, straight, and free from broken or ragged edges.

B. Chamfers shall be provided where indicated by the Contract Documents or where appropriate for exposed concrete surfaces.

C. Unless otherwise shown or required, buried or concealed corners may be formed square.

D. Chamfers or edge treatment associated with playground, fitness, or splash pad concrete shall not create sharp edges or conditions that could present a hazard to users.

3.04 CLEANING AND FORM COATINGS

A. Thoroughly clean forms and adjacent surfaces prior to concrete placement.

B. Remove sawdust, dirt, loose material, standing water, and other debris.

C. Apply form-release coating before placement of reinforcement where practical.

D. Do not permit excess form-release material to contact reinforcement, anchors, embedded items, construction joints, or concrete surfaces that will subsequently receive bonded materials.

3.05 INSTALLATION OF EMBEDDED ITEMS

A. Set and secure anchor bolts, sleeves, inserts, templates, plates, and other embedded items required by the Contract Documents or approved manufacturer's installation requirements.

B. Use approved setting drawings, manufacturer templates, diagrams, and instructions to establish correct locations and elevations.

C. Verify all embedded items prior to concrete placement.

D. Embedded items associated with playground equipment, outdoor fitness equipment, splash pad equipment, fencing, and other manufactured systems shall comply with the approved manufacturer's written requirements and Shop Drawings.

E. Do not modify manufacturer-required anchor locations, embedment, or templates without approval of the manufacturer and Engineer.

3.06 EDGE FORMS AND SCREEDS

A. Set edge forms, bulkheads, and screed guides to establish required elevations, slopes, and contours.

B. Provide sufficient supports to maintain forms and screeds at the required elevations during concrete placement.

C. Coordinate elevations and slopes with sidewalks, splash pad surfaces, turf systems, playground surfacing, drainage, and adjacent improvements.

3.07 FIELD QUALITY CONTROL

A. Before concrete placement, Contractor shall check formwork, supports, ties, coatings, dimensions, elevations, and embedded items.

B. Make corrections and adjustments necessary to ensure proper size, location, alignment, and stability.

C. During concrete placement, monitor formwork and supports to ensure that forms do not move or deform.

D. If formwork becomes unstable, displaced, or otherwise unsatisfactory, stop concrete placement as necessary until deficiencies are corrected.

3.08 REMOVAL OF FORMS

A. Remove forms in accordance with ACI 301 and ACI 347.

B. Do not remove forms until the concrete has developed sufficient strength to prevent damage and safely support its own weight and any anticipated loads.

C. Remove forms carefully so as not to damage concrete surfaces, edges, anchors, or embedded items.

D. Where earlier form removal is necessary for finishing or manufacturer-required installation, removal shall be permitted only after the concrete has attained sufficient strength.

E. Methods of removal likely to crack, chip, spall, or otherwise damage concrete shall not be permitted.

F. Continue required curing and protection following form removal.

3.09 REUSE OF FORMS

A. Clean and repair forms before reuse.

B. Split, warped, frayed, delaminated, excessively worn, or otherwise damaged form materials shall not be reused where they would adversely affect the finished concrete.

C. Reapply form-release coating as required before reuse.

D. Reused forms shall remain sufficiently straight, rigid, tight, and smooth to produce concrete meeting the requirements of the Contract Documents.

END OF SECTION

SECTION 323119
FENCES AND GATES

PART 1 – GENERAL

1.01 SECTION INCLUDES

A. Four-foot-high wrought iron fencing with a black finish, unless otherwise selected by the Owner, designed for use around a public playground, splash pad, and outdoor fitness area.

B. Wrought iron gates and associated hardware.

C. Posts, rails, pickets, panels, fittings, fasteners, gate hardware, concrete post foundations, and accessories required for a complete fence and gate installation.

D. Fence system intended to enclose the perimeter of the playground, outdoor fitness area, and splash pad area and provide a safe enclosure appropriate for use around children and the general public.

1.02 RELATED REQUIREMENTS

A. Section 012910 – Submittals.

B. Section 321313 – Concrete Accessories.

C. Section 321314 – Concrete Placement.

D. Section 321315 – Concrete Formwork.

1.03 REFERENCE STANDARDS

A. ASTM A36/A36M – Standard Specification for Carbon Structural Steel.

B. ASTM A123/A123M – Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products, where applicable.

C. ASTM A153/A153M – Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware, where applicable.

D. ASTM A307 – Standard Specification for Carbon Steel Bolts, Studs, and Threaded Rod.

1.04 SUBMITTALS

A. Submit in accordance with Section 012910 – Submittals.

B. Product Data: Submit manufacturer's or fabricator's information for materials, components, coatings, finishes, gate hardware, and accessories proposed for use.

C. Shop Drawings: Submit complete shop drawings showing:

1. Proposed fence layout around the playground, outdoor fitness area, and splash pad area.
2. Fence height, panel or section lengths, post spacing, corners, transitions, and changes in grade.
3. Locations, sizes, clear widths, and swing direction of gates.
4. Posts, rails, pickets, connections, and decorative components.
5. Post foundation dimensions and installation details.
6. Gate frames, hinges, latches, stops, and other hardware.

7. Proposed fence profile and appearance.
8. Details of welded and mechanical connections.
9. Proposed coating and finish system.
10. Coordination with playground equipment, outdoor fitness equipment, splash pad improvements, sidewalks, turf areas, utilities, drainage facilities, and other improvements.
11. Picket-top configuration, spacing of fence openings, gate hardware, and other features necessary to demonstrate that the proposed fence and gate system is suitable for installation around a public playground and splash pad.

D. Color and Finish Samples: Submit manufacturer's or fabricator's available standard color and finish samples for review. Black shall be the Basis-of-Design color; however, final color shall be selected and approved by the Owner prior to fabrication.

E. Submit manufacturer's or fabricator's installation recommendations.

F. Submit warranty information.

G. Approved Equal Submittals: Where the Contractor proposes a product, system, material, manufacturer, or fabricator as an approved equal, submit sufficient product data, shop drawings, samples, performance information, warranties, and other documentation necessary to demonstrate that the proposed equal meets or exceeds the requirements of this Section and is equivalent in material, quality, appearance, durability, performance, safety, finish, and intended use.

1.05 QUALITY ASSURANCE

A. Manufacturer/Fabricator Qualifications: Company regularly engaged in the manufacture or fabrication of wrought iron fencing and gates of similar type, size, and complexity, with a minimum of five years documented experience.

B. Installer Qualifications: Installer experienced in installation of fencing and gates of similar type and scope.

C. Welding shall be performed by qualified personnel experienced with the materials and fabrication methods required for the Work.

D. Fabricate fence and gate components to provide a uniform appearance throughout the Project.

E. Fence and gate systems shall be suitable for installation around public recreational facilities used by children and shall comply with applicable safety requirements.

1.06 DELIVERY, STORAGE AND HANDLING

A. Deliver, store, and handle materials to prevent bending, deformation, corrosion, scratching, or damage to finished surfaces.

B. Store materials above ground and protect from weather, standing water, construction activities, and other conditions that may damage the materials or finish.

1.07 WARRANTY

A. Provide a minimum one-year warranty covering materials and workmanship unless a longer warranty is required or provided by the manufacturer, fabricator, or coating applicator.

B. Provide manufacturer's or applicator's standard warranty for the protective coating and finish system.

PART 2 – PRODUCTS

2.01 MANUFACTURERS AND APPROVED EQUALS

A. Provide wrought iron fencing and gates meeting the requirements of this Section.

B. Where a manufacturer, product, style, or system is identified in the Contract Documents as the **Basis of Design**, it is intended to establish the minimum requirements for material, quality, appearance, durability, performance, safety, and design intent.

C. Products of other manufacturers or fabricators meeting or exceeding the requirements of the Contract Documents may be submitted as an **Approved Equal** in accordance with Section 012910 – Submittals and other applicable requirements of the Contract Documents.

D. Proposed approved equals shall be equivalent to the Basis of Design with respect to material, quality, appearance, dimensions, durability, performance, safety, finish, warranty, and intended use.

E. Acceptance of an Approved Equal shall not relieve the Contractor of responsibility for providing a complete, compatible, properly coordinated, safe, and fully functional fence and gate installation.

2.02 WROUGHT IRON FENCE SYSTEM

A. Provide a complete wrought iron fence and gate system consisting of posts, rails, pickets, panels or sections, fittings, fasteners, hardware, and accessories required for a complete installation.

B. Fence Height: 4 feet above adjacent finished grade.

C. Material: Wrought iron suitable for permanent exterior installation.

D. Basis-of-Design Color: Black. Final color shall be selected and approved by the Owner from the manufacturer's or fabricator's available standard colors prior to fabrication.

E. Appearance: Traditional wrought iron appearance appropriate for a public park and recreational facility. Unless otherwise selected by the Owner, the intended appearance shall be a traditional black wrought iron fence.

F. Fence shall have a consistent architectural style throughout the playground, outdoor fitness area, and splash pad enclosure.

G. Fence and gate systems shall be designed and fabricated with consideration for use around children and the general public.

H. All exposed components shall have smooth finished surfaces free from sharp edges, burrs, protruding fasteners, exposed sharp corners, or other hazardous projections.

I. Spear points, pointed finials, spikes, sharp picket tops, or other pointed or potentially hazardous decorative projections shall not be permitted.

J. Picket tops shall be flat, rounded, capped, or otherwise smoothly finished to provide a child-safe configuration.

K. Fence configuration and openings shall be designed to minimize potential entrapment, snagging, or other hazards and shall comply with applicable safety and code requirements for the intended use.

L. Fence components shall be sufficiently rigid and durable for permanent installation in a public recreational environment.

2.03 DESIGN AND CONFIGURATION

A. Fence shall consist of vertical pickets supported by horizontal rails and posts.

B. Provide a minimum of two horizontal rails unless otherwise indicated in the approved shop drawings.

C. Space vertical pickets uniformly throughout each fence section.

D. Pickets, rails, and posts shall be sized by the manufacturer or fabricator to provide a rigid and durable installation suitable for a 4-foot-high fence surrounding a public playground, splash pad, and outdoor fitness area.

E. Picket tops shall be flat, rounded, capped, or otherwise designed without sharp or pointed projections. Spear-point pickets and pointed finials are prohibited.

F. Rails, pickets, posts, gates, hardware, and decorative components shall be configured so as not to create readily accessible sharp edges, protrusions, pinch points, or other avoidable hazards.

G. Fence sections shall accommodate changes in grade while maintaining a neat and uniform appearance and without creating excessive openings beneath the fence.

H. The overall fence design shall provide the traditional wrought iron appearance desired by the Owner while maintaining a configuration appropriate for use around children.

2.04 FABRICATION

A. Fabricate fence sections and gates in the shop to the greatest extent practical.

B. Accurately fit components and provide neat, uniform joints and connections.

C. Provide welded or mechanical connections as appropriate for the approved fencing system.

D. Grind exposed welds smooth where necessary to provide a neat finished appearance.

E. Remove burrs, sharp edges, weld spatter, and other surface imperfections prior to application of the finish.

F. Fabricate components square, straight, plumb, and true to line.

2.05 POSTS

A. Provide posts of adequate size and thickness to support the fence and gates.

B. Post sizes and spacing shall be determined by the manufacturer or fabricator based on fence height, panel configuration, gate configuration, anticipated loads, and site conditions and shall be indicated on the shop drawings.

C. Provide finished post caps consistent with the approved fence design. Post caps shall not incorporate spear points, spikes, or other sharp projections.

D. Set posts in concrete foundations.

E. Concrete post foundations shall be sized in accordance with the manufacturer's or fabricator's recommendations and approved shop drawings.

F. Provide a minimum post foundation depth of 36 inches unless a greater depth is required by the approved fencing system or site conditions.

G. Concrete work associated with fence and gate foundations shall comply with applicable requirements of Sections 321313, 321314, and 321315.

2.06 GATES

A. Provide gates where required for pedestrian, maintenance, and other access to the enclosed playground, outdoor fitness area, and splash pad area.

B. Gates shall match the adjacent fence in height, materials, architectural style, and finish.

C. Fabricate gate frames sufficiently rigid to prevent sagging or deformation during normal use.

D. Provide complete gate hardware including hinges, latches, stops, and other components required for proper operation.

E. Gate hardware shall be heavy-duty and suitable for exterior use in a public recreational facility.

F. Gate locations, clear widths, swing direction, and hardware shall be shown on the shop drawings and coordinated with the Owner and Engineer prior to fabrication.

G. Gates located along accessible routes shall comply with applicable accessibility requirements.

H. Gates serving the playground and splash pad enclosure shall be designed and installed for safe operation in areas used by children.

I. Gate hardware shall not create exposed sharp edges, hazardous projections, or readily accessible pinch points.

J. Gate configuration, clear openings, and hardware shall comply with applicable accessibility and safety requirements.

2.07 FINISH

A. All wrought iron fencing, gates, posts, and exposed components shall receive a durable exterior protective coating system suitable for long-term exposure to weather.

B. Basis-of-Design Finish Color: Black.

C. Final Color Selection: Final fence and gate color shall be selected and approved by the Owner from the manufacturer's or fabricator's available standard colors prior to fabrication. The Contractor shall not fabricate or apply the final finish until the Owner's color selection has been confirmed through the submittal process.

D. All fence panels, posts, gates, hardware, and other exposed components shall receive a consistent and matching finish unless otherwise approved by the Owner.

E. Prepare surfaces in accordance with the coating manufacturer's recommendations prior to application of the finish.

F. Provide primer and finish coats specifically intended for exterior ferrous metal.

G. Finished surfaces shall be uniform in appearance and free from runs, sags, exposed metal, or other defects.

H. Field welds, cuts, scratches, and damaged areas shall be properly prepared, primed, and recoated to match the surrounding finish.

PART 3 – EXECUTION

3.01 EXAMINATION

A. Verify existing site conditions prior to installation.

B. Verify proposed fence locations, grades, sidewalks, utilities, drainage facilities, playground equipment, fitness equipment, splash pad improvements, and other conditions that may affect fence installation.

C. Do not proceed with installation until conflicts or unsatisfactory conditions have been resolved.

3.02 FENCE LAYOUT

A. Contractor shall lay out the proposed fence in the field prior to installation.

B. Fence shall generally enclose the perimeter of the playground, outdoor fitness area, and splash pad area.

C. Because detailed fence layout drawings are not included in the Contract Documents, the Contractor shall provide the complete proposed fence layout as part of the shop drawing submittal.

D. Coordinate fence alignment with sidewalks, gates, playground equipment, outdoor fitness equipment, splash pad improvements, turf, utilities, drainage facilities, and other site improvements.

E. Coordinate gate locations with pedestrian circulation, accessible routes, maintenance access, and intended use of the enclosed areas.

F. Obtain approval of the proposed fence and gate layout from the Owner and Engineer prior to fabrication and installation.

3.03 INSTALLATION

A. Install fencing and gates in accordance with approved shop drawings and manufacturer's or fabricator's written recommendations.

B. Install posts plumb and uniformly spaced.

C. Set posts in concrete foundations in accordance with the approved shop drawings and applicable concrete specification sections.

D. Install fence sections straight and true to line while maintaining a consistent height and appearance.

E. Install fencing to accommodate site grades without abrupt or visually objectionable changes in elevation or excessive openings beneath the fence.

F. Install connections and fasteners securely.

G. Where field welding is necessary, clean, prepare, and finish welds to match shop fabrication.

H. Repair coating damaged by welding, cutting, handling, or installation using the approved coating system.

I. Install gates plumb, level, square, and properly aligned.

J. Adjust hinges, latches, and other hardware so gates operate smoothly and securely latch when closed.

K. Upon completion, inspect the entire fence and gate installation for sharp edges, protrusions, burrs, exposed fasteners, hazardous projections, pinch points, or other conditions that could present a hazard to children or other users. Correct such conditions prior to acceptance.

3.04 TOLERANCES

A. Maximum Variation from Plumb: 1/4 inch.

B. Maximum Variation from Approved Alignment: 1 inch.

C. Posts, rails, and pickets shall present a uniform appearance without visually objectionable variations in alignment or spacing.

3.05 CLEANING

A. Remove excess concrete, excavated material, metal debris, welding residue, packaging, and other construction debris.

B. Clean exposed fence and gate surfaces upon completion.

C. Repair scratches, chips, and other damage to the protective coating using materials compatible with the specified finish.

D. Replace components that are bent, damaged, or cannot be satisfactorily repaired.

3.06 PROTECTION

A. Protect completed fencing and gates from damage until Substantial Completion.

B. Repair or replace damaged materials prior to final acceptance at no additional cost to the Owner.

END OF SECTION

SECTION 329000
SEEDING, FERTILIZING, AND MULCHING

PART 1 – GENERAL

1.01 DESCRIPTION

A. This Section consists of furnishing all labor, materials, equipment, and incidentals necessary for preparation, seeding, fertilizing, mulching, watering, and establishment of vegetation in bare or disturbed areas adjacent to the Work that are not receiving artificial turf, concrete, playground surfacing, aggregate, landscaping, or other permanent surface treatment.

B. Seeding shall generally be limited to areas disturbed by construction operations and other bare areas immediately adjacent to the Work requiring restoration.

C. The CONTRACTOR shall restore disturbed areas to provide a neat transition to existing vegetation and shall establish adequate vegetative cover to prevent erosion.

PART 2 – PRODUCTS

2.01 TOPSOIL

A. Where required to establish vegetation, topsoil shall be fertile, friable soil suitable for plant growth and shall be free from debris, roots, stones, construction materials, and other deleterious substances.

B. Suitable on-site topsoil may be reused. Imported topsoil shall be approved by the ENGINEER.

2.02 FERTILIZER AND LIME

A. Fertilizer shall be a commercial fertilizer suitable for establishment of the specified vegetation.

B. Lime shall be provided where necessary based on existing soil conditions.

C. Application rates shall be appropriate for the soil conditions and vegetation being established.

2.03 SEED

A. Seed shall be fresh, clean, commercial-grade seed suitable for the climate, season of installation, and site conditions.

B. Permanent seeding shall generally consist of Bermuda grass or another grass species compatible with the existing adjacent vegetation and approved by the ENGINEER.

C. Temporary or supplemental cool-season grass may be used where necessary to establish vegetative cover during periods unfavorable for establishment of permanent grass.

2.04 MULCH

A. Mulch shall consist of clean straw, hay, or other approved material suitable for protecting newly seeded areas and reducing erosion.

2.05 WATER

A. Water shall be clean and free from substances harmful to plant growth.

PART 3 – EXECUTION

3.01 GROUND PREPARATION

A. Areas to be seeded shall be graded to provide smooth transitions to adjacent improvements and existing grades and to provide positive drainage.

B. Remove debris, stones, roots, and other materials that would interfere with vegetation establishment or future mowing.

C. Provide topsoil where necessary to establish a suitable growing medium.

3.02 SEEDING AND MULCHING

A. Fertilizer, lime where required, seed, and mulch shall be uniformly applied in accordance with good landscaping practices and applicable product recommendations.

B. Seed selection and application rates shall be appropriate for the season and site conditions.

C. Mulch shall be applied promptly following seeding and shall be anchored where necessary to prevent displacement.

D. Seeding shall not be performed when the ground is frozen, excessively wet, or under other conditions unfavorable to successful establishment.

3.03 MAINTENANCE AND ESTABLISHMENT

A. The CONTRACTOR shall maintain seeded areas until an acceptable vegetative cover has been established.

B. Maintenance shall include watering, reseeding, mulching, erosion repair, and other work necessary to establish vegetation.

C. Bare, thin, eroded, or damaged areas shall be repaired and reseeded by the CONTRACTOR without additional compensation.

D. Where seasonal or weather conditions prevent establishment of permanent vegetation prior to Project completion, the CONTRACTOR shall provide temporary stabilization acceptable to the ENGINEER and remain responsible for establishing the required permanent vegetation.

END OF SECTION

SECTION 329200
TURF SYSTEMS

PART 1 – GENERAL

1.01 DESCRIPTION

A. This Section includes furnishing and installing complete artificial/synthetic turf systems for playground, outdoor fitness, and other designated recreational areas included in the Work.

B. Provide complete systems including, as applicable:

1. Synthetic turf.
2. Impact-attenuating underlayment or pad.
3. Prepared aggregate or other approved base.
4. Infill.
5. Drainage components.
6. Geotextile or separation materials.
7. Edging, nailers, anchors, or perimeter restraint systems.
8. Seaming materials and adhesives.
9. Transition materials.
10. Accessories and incidental materials necessary for a complete installation.

C. Turf systems within playground equipment use zones shall be designed for the applicable equipment fall heights and shall provide the required impact attenuation and accessibility.

D. Turf installed within outdoor fitness areas or other recreational areas not requiring playground fall attenuation shall be appropriate for the intended use and shall comply with the approved manufacturer's system requirements.

E. The Contractor shall provide all minor excavation, fine grading, base preparation, drainage adjustment, transitions, and other Work necessary to provide a complete and properly functioning turf system.

1.02 RELATED SECTIONS

A. Section 011100 – Summary of Work.

B. Section 012910 – Submittals.

C. Section 312313 – Subgrade Preparation.

D. Section 321123 – Crushed Limestone Base.

E. Playground equipment Specification Section.

F. Outdoor fitness equipment Specification Section.

G. Other Sections governing concrete, drainage, grading, and adjacent improvements.

1.03 REFERENCE STANDARDS

A. Comply with applicable requirements of the following:

1. ASTM F1292 – Impact Attenuation of Surfacing Materials Within the Use Zone of Playground Equipment.
2. ASTM F1951 – Accessibility of Surface Systems Under and Around Playground Equipment.

B. Comply with other applicable federal, state, local, accessibility, and playground safety requirements.

1.04 SYSTEM REQUIREMENTS

A. Provide a complete synthetic turf system specifically manufactured and intended for permanent exterior recreational use.

B. Turf system shall be suitable for exposure to weather, ultraviolet radiation, moisture, temperature variations, and anticipated pedestrian and recreational traffic.

C. Playground turf systems shall be designed as a complete assembly incorporating turf and impact-attenuating materials necessary to meet the applicable critical fall-height requirements.

D. The thickness and configuration of impact-attenuating materials shall be determined by the approved turf system manufacturer based upon the actual fall heights of the approved playground equipment.

E. Turf systems shall provide positive drainage through and/or beneath the system and shall not create areas of standing water.

F. Completed surfaces shall provide a stable, uniform, accessible, and securely anchored installation.

G. Materials shall be non-toxic and appropriate for use in areas occupied by children.

1.05 MANUFACTURERS AND APPROVED EQUALS

A. The turf system shall be a commercially manufactured synthetic turf system intended for playground and recreational use.

B. Products meeting or exceeding the requirements of this Section may be submitted as an Approved Equal in accordance with Section 012910 – Submittals and other applicable requirements of the Contract Documents.

C. Proposed approved equals shall demonstrate equivalent or superior:

1. Impact attenuation, where required.
2. Accessibility.
3. Drainage.
4. Durability.
5. Turf construction and performance.
6. Warranty.
7. Intended use.
8. Installation system.

D. Acceptance of an approved equal shall not relieve the Contractor of responsibility for providing a complete, compatible, safe, properly drained, and fully functional turf system.

1.06 SUBMITTALS

A. Submit in accordance with Section 012910 – Submittals.

B. Product Data: Submit manufacturer's technical information for:

1. Synthetic turf.
2. Impact-attenuating pad or underlayment.
3. Infill.
4. Base materials.
5. Drainage materials.
6. Geotextile.
7. Seam tape, adhesives, and connection materials.
8. Edging and anchorage components.

C. Shop Drawings: Submit complete installation drawings showing:

1. Limits and layout of turf areas.
2. Finished elevations.
3. Base preparation.
4. Base material and thickness.
5. Impact-attenuating layer and thickness.
6. Drainage provisions.
7. Seams and seam orientation.
8. Perimeter anchorage and edging.
9. Transitions to sidewalks, concrete, splash pad areas, fencing, equipment foundations, and other adjacent improvements.
10. Penetrations around playground and fitness equipment posts and foundations.
11. Turf system thickness and finished surface elevation.

D. Submit manufacturer's written installation instructions.

E. For playground turf, submit documentation identifying the required critical fall height and demonstrating compliance of the proposed system with ASTM F1292 at the required fall height.

F. Submit documentation demonstrating compliance with ASTM F1951 where accessibility is required.

G. Submit manufacturer's recommended maintenance procedures.

H. Submit manufacturer's warranty.

I. Submit available standard turf colors and selections. Final color and appearance shall be approved by the Owner prior to ordering.

1.07 QUALITY ASSURANCE

A. Manufacturer shall regularly produce synthetic turf systems for playground or recreational applications.

B. Installer shall be trained, approved, certified, or otherwise qualified by the turf system manufacturer to install the proposed system.

C. Installation shall be performed in accordance with the approved manufacturer's written instructions.

D. Components of the turf system shall be supplied or approved by the turf system manufacturer and shall be compatible with one another.

1.08 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials in manufacturer's original packaging or rolls with identification intact.

B. Store materials in a clean, dry, protected location in accordance with manufacturer's recommendations.

C. Protect turf rolls, impact pads, adhesives, infill, and accessories from damage, moisture contamination, deformation, and other conditions that may adversely affect installation.

1.09 WARRANTY

A. Provide manufacturer's standard written warranty for the complete synthetic turf system.

B. Warranty shall cover defects in materials and manufacturing and shall include the turf and other system components to the extent provided by the approved manufacturer.

C. Installation warranty shall be not less than one year unless a longer period is required elsewhere in the Contract Documents.

D. Where use of specified infill, maintenance procedures, or other system components is necessary to preserve the manufacturer's warranty, provide and install such materials and comply with those requirements.

PART 2 – PRODUCTS

2.01 SYNTHETIC TURF

A. Provide synthetic turf manufactured for exterior playground and recreational use.

B. Turf shall consist of durable synthetic yarn tufted or otherwise manufactured into a stable backing system.

C. Turf shall:

1. Be resistant to ultraviolet degradation.
2. Be suitable for permanent outdoor installation in Mississippi climate conditions.
3. Resist excessive matting, fraying, unraveling, delamination, and fiber loss under anticipated use.
4. Provide a natural grass-like appearance unless another color or design is approved by the Owner.
5. Allow drainage through the turf system.

D. Turf pile height, face weight, fiber type, backing, and other characteristics shall be as recommended by the approved manufacturer for the intended application.

E. Final turf color and appearance shall be selected and approved by the Owner from the manufacturer's available standard selections.

2.02 IMPACT-ATTENUATING LAYER

A. Where turf occurs within playground equipment use zones, provide a porous impact-attenuating pad or underlayment as part of the complete turf system.

B. Impact-attenuating layer shall be compatible with the synthetic turf and underlying base.

C. Thickness shall be determined by the approved system manufacturer to satisfy the critical fall-height requirement of the applicable playground equipment.

D. Impact attenuation shall comply with ASTM F1292 for the required fall height.

E. Do not substitute or reduce the manufacturer's required pad thickness without written approval from the turf system manufacturer and Engineer.

2.03 INFILL

A. Provide infill recommended and approved by the synthetic turf manufacturer for the intended application.

B. Infill shall be:

1. Compatible with the turf system.
2. Non-toxic.
3. Suitable for playground and recreational use.
4. Resistant to displacement under normal use.
5. Installed at the manufacturer's required application rate.

C. Where infill is required to maintain system performance, blade stability, impact attenuation, or warranty, provide the required infill as an integral component of the Work.

2.04 BASE MATERIAL

A. Provide aggregate base or other approved substrate required by the turf system manufacturer.

B. Where compacted aggregate is used, material type, gradation, thickness, compaction, and surface tolerance shall comply with the approved turf manufacturer's installation requirements.

C. Section 321123 – Crushed Limestone Base may be used where compatible with the approved turf system.

D. Where the approved turf manufacturer requires a different aggregate gradation, base thickness, or base material than Section 321123, the manufacturer-required material may be provided subject to review and approval by the Engineer.

E. Base shall be stable, non-yielding, smooth, and properly graded to provide drainage.

2.05 GEOTEXTILE AND SEPARATION MATERIALS

A. Provide geotextile or separation fabric where required by the approved turf system manufacturer or site conditions.

B. Material shall be suitable for subsurface use and compatible with the turf and drainage system.

2.06 SEAMS AND ADHESIVES

A. Provide seam tape, adhesives, stitching, or other joining materials recommended by the turf manufacturer.

B. Adhesives shall be suitable for permanent exterior use and anticipated moisture and temperature exposure.

C. Completed seams shall be secure, smooth, tight, and not readily visible.

D. Seams shall not create tripping hazards, raised edges, or other unsafe conditions.

2.07 EDGING AND PERIMETER RESTRAINT

A. Provide perimeter restraint, nailers, anchors, edging, or other components necessary to securely terminate the synthetic turf.

B. Coordinate perimeter details with concrete sidewalks, curbing, splash pad improvements, fencing, equipment foundations, and other adjacent construction.

C. Exposed edges shall be securely restrained and shall not create trip or snag hazards.

2.08 DRAINAGE

A. Turf, impact pad, base, and drainage components shall function as a complete drainage system.

B. System shall permit rainfall and surface water to drain without prolonged ponding.

C. Provide drainage components required by the approved manufacturer and site conditions.

D. Coordinate discharge of drainage with surrounding site grading and drainage improvements.

PART 3 – EXECUTION

3.01 EXAMINATION

A. Examine areas to receive synthetic turf before beginning installation.

B. Verify:

1. Required grades and elevations.
2. Subgrade stability.
3. Drainage conditions.
4. Location and elevation of playground and fitness equipment foundations.
5. Concrete elevations and transitions.
6. Fence and gate locations.
7. Other adjacent improvements.

C. Do not begin installation until conditions that would adversely affect the turf system have been corrected.

D. Contractor shall notify the Engineer of significant discrepancies between existing conditions and the approved turf installation requirements prior to proceeding.

3.02 SUBGRADE AND BASE PREPARATION

A. Perform minor excavation, filling, grading, and subgrade preparation necessary for installation of the synthetic turf system.

B. Major or mass grading of the overall park site is not included under this Section; however, the Contractor shall make minor grade adjustments necessary to properly install and drain the turf system.

C. Prepare subgrade in accordance with Section 312313 and the approved turf manufacturer's requirements.

D. Install and compact aggregate base in accordance with the approved manufacturer's requirements.

E. Completed base shall:

1. Be firm and non-yielding.
2. Be smooth and free from abrupt changes in grade.
3. Provide required finished elevations.
4. Provide positive drainage.
5. Be free from ruts, depressions, loose material, and other irregularities.

F. Correct areas that retain water or fail to provide required drainage prior to installation of the turf system.

3.03 COORDINATION WITH EQUIPMENT AND ADJACENT WORK

A. Coordinate turf installation with playground equipment, outdoor fitness equipment, concrete foundations, sidewalks, splash pad improvements, fencing, gates, drainage, and other site improvements.

B. Verify finished turf elevation relative to playground equipment and applicable manufacturer-required surfacing elevations.

C. Turf and attenuation systems shall extend throughout required playground use zones unless otherwise approved.

D. Provide neat, securely finished penetrations around equipment posts, foundations, drains, and other interruptions.

E. Do not cover inspection points, drains, access components, or manufacturer-required openings.

3.04 IMPACT-ATTENUATING PAD INSTALLATION

A. Install impact pad in accordance with manufacturer's written instructions.

B. Fit sections tightly and uniformly.

C. Secure pad as required to prevent movement during turf installation and subsequent use.

D. Maintain required thickness throughout playground use zones.

E. Cut and fit around equipment posts, foundations, and other obstructions without excessive gaps.

3.05 SYNTHETIC TURF INSTALLATION

A. Install turf in accordance with manufacturer's written installation requirements and approved Shop Drawings.

B. Lay turf smooth and uniform without wrinkles, ripples, buckling, bubbles, or loose areas.

C. Orient turf rolls to provide consistent pile direction and appearance unless otherwise required by the approved layout.

D. Trim turf accurately at edges, penetrations, foundations, sidewalks, curbs, and other transitions.

E. Join turf sections using approved seaming materials and methods.

F. Secure perimeter edges using approved anchorage or restraint systems.

G. Completed turf shall be tight, smooth, securely attached, and free of exposed fasteners, loose edges, raised seams, or other hazards.

3.06 INFILL INSTALLATION

A. Apply infill uniformly at the rate required by the approved turf manufacturer.

B. Brush or mechanically work infill into turf fibers as necessary to provide uniform distribution and proper blade support.

C. Complete installation shall contain the required quantity and depth of infill.

D. Remove excess infill from adjacent concrete, sidewalks, drains, and other improvements.

3.07 DRAINAGE AND FINISHED GRADES

A. Finished turf shall provide smooth transitions and positive drainage.

B. Correct depressions, birdbaths, irregularities, or other conditions resulting in standing water.

C. Finished surfaces shall transition smoothly to sidewalks, concrete, gates, splash pad areas, and other adjacent improvements without creating abrupt vertical changes or trip hazards.

3.08 FIELD QUALITY CONTROL

A. Inspect completed turf for:

1. Secure seams.
2. Proper perimeter anchorage.
3. Uniform infill.
4. Wrinkles or buckling.
5. Surface irregularities.
6. Proper drainage.
7. Required finished elevations.
8. Safe transitions.

B. Correct deficient areas prior to acceptance.

C. For playground areas, provide required documentation demonstrating that the installed system complies with applicable ASTM F1292 impact attenuation and ASTM F1951 accessibility requirements.

3.09 CLEANING AND PROTECTION

A. Remove turf scraps, excess infill, adhesive residue, packaging, and other debris.

B. Clean adjacent improvements affected by the Work.

C. Protect completed turf from construction traffic, vehicles, equipment, staining, and damage until acceptance.

D. Repair or replace damaged turf before Substantial Completion.

3.10 CLOSEOUT

A. Provide Owner with:

1. Manufacturer's maintenance instructions.
2. Warranty documents.
3. Recommended cleaning and grooming procedures.
4. Recommended infill maintenance procedures.
5. Repair instructions.
6. Extra materials where required by the Contract Documents or manufacturer's standard installation requirements.

END OF SECTION

SECTION 334100
DRAINAGE PIPES AND CULVERTS

SECTION 1 – GENERAL

1.01 DESCRIPTION

A. This Section shall consist of furnishing all materials, labor, tools, equipment, and incidentals and performing all work necessary for the installation of drainage pipe and appurtenances required in connection with the Work. The work shall include excavation, grading, bedding, backfill, connections, and other incidentals necessary for complete installation.

B. Drainage piping shall be provided only where indicated in the Contract Documents, required for connection of improvements included in the Work, or otherwise directed or approved by the ENGINEER. Nothing in this Section shall be construed as requiring installation of a complete storm drainage system where one is not otherwise indicated or required. The manufacturer of certain equipment may require additional or other installation which the contractor should follow as required per the manufacturer's instructions.

1.02 APPLICABLE DOCUMENTS

A. The following publications form a part of this Specification and are applicable to the extent indicated. Reference shall be to the latest edition unless specified otherwise.

1. American Society for Testing and Materials (ASTM).
2. American Association of State Highway and Transportation Officials (AASHTO).
3. American Concrete Institute (ACI), where applicable.

B. Local Building Codes: Any applicable City, County, and State codes applying to the Work.

C. Standard Specifications for State Aid Road and Bridge Construction, latest edition, where specifically referenced herein.

1.03 SUBMITTALS

A. Product Data: Submit manufacturer's product data for drainage pipe, fittings, and related materials proposed for use.

B. Shop Drawings: CONTRACTOR shall submit shop drawings or installation information where required by the ENGINEER. Review by the ENGINEER shall be required prior to incorporation of the subject item into the Work.

SECTION 2 – PRODUCTS

2.01 CORRUGATED POLYETHYLENE PIPE

A. High Density Polyethylene Pipe (HDPE) shall have a full circular cross-section, corrugated exterior, and smooth interior and shall be manufactured in accordance with applicable requirements of AASHTO M 294.

B. Pipe and fittings shall be manufactured from virgin polyethylene compounds meeting applicable ASTM requirements.

C. Fittings and couplings shall be compatible with the pipe furnished and installed in accordance with the manufacturer's recommendations.

D. Bedding material shall be provided for all buried HDPE pipe as required by this Section and the manufacturer's recommendations.

2.02 PVC SCHEDULE 40 SOLID WALL PIPE AND PVC DWV FITTING SYSTEM

A. Scope: This specification covers PVC Schedule 40 solid-wall pipe and PVC DWV fittings used for non-pressure drainage applications associated with the Work.

B. Materials: Pipe shall be manufactured from rigid PVC compounds conforming to ASTM D 1784. PVC Schedule 40 pipe shall conform to ASTM D 1785 and applicable ASTM requirements. Fittings shall be compatible with the pipe furnished.

C. Installation: Installation shall comply with the pipe manufacturer's published installation instructions and all applicable plumbing and building code requirements. Buried pipe shall be installed in accordance with applicable ASTM requirements.

D. Solvent-cement joints shall be made using compatible primer and solvent cement in accordance with the manufacturer's recommendations.

2.03 OTHER PIPE MATERIALS

A. Where conditions require a pipe material other than those specified above, the CONTRACTOR shall submit the proposed pipe, fittings, and installation requirements to the ENGINEER for review and approval prior to installation.

2.04 CONCRETE

A. Where concrete is required in connection with drainage improvements, cement, reinforcement, forms, jointing, and other incidentals shall comply with the applicable requirements of the Contract Documents.

B. Concrete work shall be performed in accordance with applicable requirements of ACI 301 and ACI 318.

2.05 CONTRACTOR'S RESPONSIBILITY

A. The CONTRACTOR shall be responsible for the condition of all excavations made under this Section. Slides, cave-ins, unstable material, or other conditions resulting from the CONTRACTOR'S operations shall be corrected without additional compensation.

2.06 BEDDING MATERIAL

A. Bedding material for buried drainage pipe shall be suitable granular material compatible with the pipe manufacturer's installation requirements and approved by the ENGINEER.

SECTION 3 – EXECUTION

3.01 EXCAVATION

A. The CONTRACTOR shall perform excavation necessary for installation of drainage piping and appurtenances included in the Work.

B. Material suitable for backfilling, in the opinion of the ENGINEER, shall be stockpiled in an orderly manner and a sufficient distance from the excavation to prevent overloading, slides, or cave-ins.

C. Excavated material not required or unsuitable for backfill shall be removed from the Work and legally disposed of.

D. Surface water shall be prevented from entering excavations. Water accumulating within excavations shall be removed by pumping or other approved methods.

3.02 TRENCHES

A. Trenches shall be of sufficient width for proper installation of the pipe.

B. The trench bottom shall be accurately graded and prepared to provide uniform bearing and support for the pipe along its length.

C. Care shall be exercised not to excavate below the required depth. Over-excavated areas shall be backfilled with suitable granular material and thoroughly compacted.

D. Where unstable soil incapable of properly supporting the pipe is encountered, unsuitable material shall be removed to the depth required and replaced with suitable bedding material approved by the ENGINEER.

3.03 DEWATERING/SHORING

A. The CONTRACTOR shall perform all pumping, well pointing, shoring, or other work necessary to maintain excavations in a stable and dry condition during construction. Such work shall be considered incidental to the Work unless otherwise specifically provided.

3.04 BACKFILLING

A. Trenches shall not be backfilled until the installation conforms to the requirements of the Contract Documents.

B. Backfill shall be carefully placed and compacted beneath, around, and above the pipe without damaging or displacing the pipe.

C. Bedding and initial backfill shall be placed and compacted in accordance with the pipe manufacturer's recommendations.

D. Backfill shall be compacted sufficiently to prevent settlement and shall be brought to the surrounding finished grade.

E. Trenches or excavations improperly backfilled, in the opinion of the ENGINEER, shall be reopened to the depth required, corrected, refilled, and recompacted without additional compensation.

3.05 PIPE LAYING

A. Pipe shall be installed in accordance with the manufacturer's recommendations and applicable ASTM requirements.

B. Each pipe shall be laid true to the required line and grade and joined in a manner that provides a continuous drainage path without abrupt offsets or restrictions to flow.

C. The interior of pipe shall be kept free of dirt, debris, and other foreign material during installation.

D. Trenches shall be kept free of water during pipe installation.

E. Open ends of pipe shall be temporarily plugged or sealed at the end of each workday to prevent entrance of dirt, debris, animals, or other foreign material.

3.06 JOINTS AND CONNECTIONS

A. Pipe joints and fittings shall be compatible with the pipe material furnished and shall be installed in accordance with the pipe manufacturer's recommendations.

B. Connections to existing drainage systems, structures, or other improvements shall be made in a neat and watertight manner where applicable.

C. Damaged pipe, fittings, joints, or connections shall be removed and replaced at no additional cost to the OWNER.

3.07 CLEAN-UP

A. After backfill of drainage piping is completed, disturbed areas shall be graded to conform to surrounding grades or the required finished grade, as applicable.

B. The CONTRACTOR shall remove and legally dispose of surplus material, dirt, rubbish, and debris resulting from the Work.

3.08 INSPECTION

A. Prior to final acceptance, the CONTRACTOR and ENGINEER shall inspect drainage improvements installed under this Section.

B. Defective materials, improper workmanship, settlement, obstructions to flow, or other deficiencies shall be corrected by the CONTRACTOR without additional compensation and in a manner acceptable to the ENGINEER.

3.09 MAINTENANCE

A. Until final acceptance, the CONTRACTOR shall be responsible for maintaining drainage piping and associated improvements installed under this Section, including the stability of backfill and finished grades.

B. Settlement, damage, or other deficiencies resulting from the Work shall be repaired by the CONTRACTOR without additional compensation.

END OF SECTION

CITY OF GLUCKSTADT

MISSISSIPPI
OFFICE OF THE POLICE DEPARTMENT
140 Gluckstadt Way, Gluckstadt, Mississippi 39110

MEMORANDUM

To: Mayor & Board of Alderman

From: Barry Hale, Police Chief

Date: October 13, 2026

Subject: General Update, Police Department

The Police Chief will provide a brief update on the below police department matters.

Items:

- **Stats (Tickets)-Updated at BOA meeting**
- **Arrest- Updated at BOA meeting**
- **Accidents Worked- Updated at BOA meeting**
- **New Police Building**- Still having wallpaper issues in the court room lobby.
- **Training & Upcoming Training-**

- **EVENTS**:

1. Germanfest October 25th from 11-5
2. Christmas Parade and Jingle Market December 05, 2026 @ 3pm.
2. Lt. Tucker and I attended mock interviews for seniors at Germantown High School.
3. We attended the GHS PTO 9/11 stair climb on September 12, 2026.
4 We attended several Community Helper's Day at local daycares.
5. My guys and I were invited onto the football field to be introduced in honor of 9/11.
6. Martin Law Firm ribbon cutting October 15, 2026 @ 9am.
7. Eliza James ribbon cutting October 19, 2026 @ 11am.
8. CPS Pool & Spas ribbon cutting October 29, 2026 @ 11am.
9. Assisted with the Germantown High School Homecoming Parade and Pep Rally September 24, 2026.
10. Assisted with the Pursuit 5K/Prostate Awareness September 12, 2026
11. Attended the Mustard Seed Prayer Breakfast September 22, 2026.

CITY OF GLUCKSTADT

MISSISSIPPI
OFFICE OF THE POLICE DEPARTMENT
140 Gluckstadt Way, Gluckstadt, Mississippi 39110

MEMORANDUM

To: **Mayor & Board of Alderman**

From: **Barry Hale, Police Chief**

Date: **October 08, 2026**

Subject: **Requesting approval to purchase Pen-Link and to have Pen-Link designated as the sole source of all Pen-Link Software Products in the United States.**

I'm requesting approval to purchase Pen-Link and to have Pen-Link designated as a sole source provider of all Pen-Link Software Products in the United States. The cost of the purchase will be $8,989.00. I have also attached a copy of the sole source provider letter with this memo. This was approved by the current board last November but city legal had the company make a change in the wording for our state before purchasing. We were unable to get the wording changed and back in time for last budget year. The quote is the exact same price as the one approved last November. This has been approved by legal as well.

Sincerely,
Barry Hale

Chief of Police
Gluckstadt Police Department

P
3400 Plantation Driv
Lincoln, NE 68516
United States

Quote Information

Prepared By	Chet Anthony	Quote Number	00057589
Created Date	10/8/2026	Payment Terms	Net 30
Expiration Date	12/31/2026	Freight Terms	FOB Origin
		Term Length	12

Address Information

Bill To:

Gluckstadt Police Department

Mississippi
United States

Ship To:

Gluckstadt Police Department

Products & Services

Item Description	Quantity	Included
Add-On: Cell Phone Forensics for PLX Software License - Professional Edition (Telephone) (Subscription - Concurrent)	1.00	Included
Add-On: Pen-Proxy For PLX Software License - Professional Edition (Telephone) (Subscription - Concurrent) Connect to third-party data providers.	1.00	Included
Annual PLX Training Subscription - In-Person Seat	1.00	Included
Annual PLX Training Subscription - In-Person Seat	1.00	Included
Annual PLX Training Subscription - In-Person Seat	1.00	Included
PenLink Academy PLX Training Subscription PenLink Academy Training Subscription (1-YR Subscription)	1.00	Included
PLX Connect (Search/Participate) - Tier 1 (Subscription - Concurrent) (1) Connection, Search and Participate	1.00	Included
PLX Software License - Professional Edition (Phone) (Subscription - Concurrent) Autoload, analyze, and map CDRs, cell tower data, and cell phone forensics data.	1.00	Included
PLX Software License - Search Warrant Edition (IP) To Be Combined With Professional Or Intercept Edition (Telephone) (Subscription - Concurrent) Autoload and analyze historical internet protocol data from social media, email, and other internet sources.	1.00	Included
PLX Subscription - Concurrent	1.00	Included

Totals

Subtotal	USD 8,989.00
Discount	USD 0.00
Net Subtotal	USD 8,989.00
Tax	USD 0.00
Total price	USD 8,989.00

Pen-Link, Ltd. DUNS: 195956636 / TIN: 47-0707585 / CAGE: 0K6H9

This document contains confidential and proprietary information and is the copyrighted property of Pen-Link, Ltd and its Subsidiaries. Distribution of this document within the receiving agency or company is permitted, but only to such personnel as may be required to meet the goals of the project for which this document was provided. Recipients of this document may not reproduce it, in part or in whole, in any form, or convey its contents to external agencies by any means, without the express written consent of Pen-Link, Ltd or one of its Subsidiaries. This document may not be distributed, in part or in whole, in any form, to any commercial, non-government entity.

TERMS AND CONDITIONS:

https://www.penlink.com/terms-of-service/

PENLINK

DATE: October 29, 2025

TO: Gluckstadt Police Department

FROM: Sheri Madison, Pen-Link, Ltd.

RE: Sole Source

Pen-Link, Ltd. Is the sole source provider of all Pen-Link Software Products in the United States, including but not limited to PLX, GeoTime and Tangles. We utilize no agents, dealers or distributors. Pen-Link Software can only be purchased directly from Pen-Link, Ltd., which is located in Lincoln, Nebraska. Pen-Link's Federal Tax I.D. is 40707585.

Sincerely,

Sheri Madison

Sheri Madison
Inside Sales Representative

CITY OF GLUCKSTADT

MISSISSIPPI
OFFICE OF THE POLICE DEPARTMENT
140 Gluckstadt Way, Gluckstadt, Mississippi 39110

MEMORANDUM

To: **Mayor & Board of Alderman**

From: **Barry Hale, Police Chief**

Date: **October 09, 2026**

Subject: **Requesting approval to advertise for and hire an Administrative Assistant to the Chief of Police.**

Requesting approval to advertise for and hire an Administrative Assistant to the Chief of Police. The position was placed in the Fiscal year 2026-2027 budget and I would like to offer a salary of $40,000.00-45,000.00 a year with benefits.

Sincerely,
Barry Hale

Chief of Police
Gluckstadt Police Department