**CITY OF BILOXI**

**SPECIAL PROVISION NO. 907-105-1 CODE: (SP)**

# DATE: 09/27/2017

**SECTION 105 - CONTROL OF WORK**

**Subsection 105.01 – Authority of the Engineer**

Delete the first sentence of the last paragraph and insert the following:

All correspondence concerning a project shall be sent to the City Engineer.

# Subsection 105.06 – Cooperation with Utilities.

Delete the first two paragraphs of Subsection 105.06 and insert the following:

The Contractor shall be responsible for all coordination with private utility companies in conjunction with this project. All private utilities to be relocated, or removed shall be by the private utility company. Coordination for proper timing of private utility work shall be the responsibility of the Contractor. The Contractor shall be responsible for protecting all existing utilities to remain, all new utilities, and all utilities, which have already been relocated. Any cost incurred by the Contractor for work performed, adjacent to utility appurtenances, which requires protection or temporary adjustment or “holding” of utility appurtenances in order to perform work associated with this project, shall be the responsibility of the Contractor.

# Subsection 105.07 – Cooperation between Contractors

Delete the last paragraph of Subsection 105.07 addressing railroad-crossing work in toto.

# Subsection 105.08 - Construction Stakes, Lines and Grades

Delete Subsection 105.08 in its entirety and insert the following:

Subsection 105.08 - Construction Stakes, Lines and Grades. All work must accurately conform to the lines, grades and sections shown on the plans. The Design Engineer will establish bench marks and control points along the base line from which the contractor shall lay out his work in sufficient detail for competent, skilled workmen to complete the work according to the plans and specifications. This detail layout work by the Contractor shall be subject to the approval of the City Engineer or his authorized representative.

The Contractor shall furnish at his own expense an instrument person with adequate labor, survey equipment and stakes to lay out lines and grades from the base lines and benchmarks for the proper guidance of his work. Before commencing work the Contractor shall satisfy himself of the meaning of the base lines and benchmarks and their relation to the actual location of the line and grade of the proposed work. Any apparent errors must be reported to the City Engineer or his authorized representative before any work is done. The Contractor shall further supply all instruments, rod and chain persons, hubs, stakes, flagging and incidental supplies and equipment necessary to properly lay out all details of the work, in full accordance with the plans, specifications and direction of the City Engineer or his authorized representative.

The Contractor shall set alignment hubs parallel to the base line throughout the project at the hundred foot stations or as otherwise directed by the City Engineer or his authorized representative. All hubs shall have sufficient setback distance to insure against disturbance and shall be guarded by a flagged stake with the station number and offset plainly marked thereon.

Upon completion of establishing elevations on the grade control hubs, the contractor shall prepare all cut and/or fill sheets necessary to accomplish the work. He shall submit all cut and/or fill sheets so prepared to the City Engineer or his authorized representative prior to beginning his work.

The Contractor shall be held responsible for the preservation, protection and re-establishment of all control points and benchmarks (City established or otherwise) in their original positions. Any control points or benchmarks that are destroyed and/or lost by the Contractor during construction, shall be replaced by the Contractor at no additional cost to the City. Control points and benchmarks shall be re-established by a Licensed Registered Land Surveyor approved by the City Engineer or his authorized representative. All control points and benchmarks lost during construction must be re-established and approved by the City Engineer or his authorized representative prior to final acceptance of the work.

**Subsection 105.12 – Removal of Unacceptable and Unauthorized Work.**

In the last paragraph, change “one (1)” to “two (2)”.

**Subsection 105.17 A. Notice of Intent to File a Claim.**

Delete the first sentence of the first paragraph and insert the following:

Within 30 calendar days of receiving the Engineer’s decision as outlined in Subsection 104.02.4, the Contractor shall provide the Engineer with a written notice of intent to file a claim.

**Subsection 105.17 B. Submission of a Claim.**

Delete Item No. 1 and renumber the remaining Item Nos. 2-6 as Item Nos. 1-5.

**Subsection 105.17 C. Department Decision.**

Delete the first and second sentences of the third paragraph and insert the following:

If the City decides to affirm the claim, an adjustment will be made as applicable. If the City denies the claim, the Contractor may either accept the City’s decision as final or seek relief in the appropriate court of law.

# Subsection 105.20 – Acceptance

Delete Subsection 105.20.1 – Partial Acceptance of a unit in toto.

Delete Subsection 105.20.4 – Final Acceptance in toto and add the following paragraphs:

Upon written notice from the Contractor of substantial completion of all the major items of work or upon due notice from the Engineer a final inspection will be made by the City Engineer or his authorized representative. If all work provided by the contract has been completed to his satisfaction, that inspection will constitute the final inspection. If the inspection discloses any work as being unsatisfactory or incomplete, the City Engineer or his authorized representative will discuss in detail with the Contractor all discrepancies in the work. Upon correction of the work, another inspection will be made which shall constitute the final inspection provided the work has been satisfactorily completed.

Prior to final payment being made, the Contractor will be required to submit to the City Engineer or his authorized representative, a maintenance guarantee to ensure against defects in workmanship or materials for a time period of two years from the date of final payment with the City of Biloxi named as the sole beneficiary. The guarantee shall be in any of the following acceptable forms:

1. Certified check from a Mississippi lender based upon a cash deposit, in a form acceptable to the City Attorney;
2. Irrevocable letter of credit from a Mississippi banking institution in a form acceptable to the City Attorney; or
3. Surety bond from a Mississippi surety bonding company in a form acceptable to the City Attorney.

If, prior to the expiration of two years from the date of final payment or such a longer period of time as may be prescribed by law or by the terms of the contract, any work is found to be defective, Contractor shall promptly without cost to the City and in accordance with City's written instructions, either correct such defective work, or, if it has been rejected by the City, remove it from the site and replace it with corrected work. If the Contractor does not promptly comply with the terms of such instructions, the City 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 for by funds generated through the maintenance guarantee The maintenance guarantee shall be conditioned on the performance of all work necessary to warranty required public infrastructure improvements during the term of the maintenance guarantee, including work needed to repair or replace defects in workmanship or defective materials. Maintenance guarantees shall provide that in case of the Contractor’s failure to repair or replace the guaranteed work during the term on the maintenance guarantee, the City shall be able to immediately obtain the funds necessary to make such repairs or replacements, including but not limited to costs associated with labor, equipment and materials.

Maintenance guarantee shall be dependent on the total value of the contract a minimum amount as shown in the table below:

|  |  |
| --- | --- |
| **Amount of Construction Contract** | **Required Bond Value** |
| $0 - $2,500,000 | $250,000 |
| $2,500,000 - $5,000,000 | $500,000 |
| $5,000,000 - $10,000,000 | $750,000 |
| $10,000,000 - $25,000,000 | $1,000,000 |
| $25,000,000 - $50,000,000 | $1,500,000 |
| $50,000,000 - $75,000,000 | $2,000,000 |
| $75,000,000 - $100,000,000 | $2,500,000 |
| $100,000,000 - >$150,000,000 | $3,000,000 |

The City Engineer shall release the maintenance guarantee at the end of the term of the guarantee only after an inspection of the work has been performed and work performed under the contract is shown to be in proper working order.

In the event a bond is used as the guarantee, the form of the bond shall be that acceptable to the City. The bond shall be negotiated for, procured from and the premium paid to a qualified surety agent as listed below. The bonds may be made by any surety company which is authorized to do business in the State of Mississippi and listed on the Unites States Treasury Department’s list of acceptable sureties, or such bonds may be guaranteed by a personal surety as otherwise provided for in the Mississippi Code of 1972 as referenced below. The bond shall be signed or countersigned by a qualified surety agent and also bear the signature of an “attorney-in-fact” of the surety. (Reference is made to Section 31-5-51 et seq of the Mississippi Code of 1972, Annotated, and other State statutes applicable thereto).

Except as otherwise provided herein, for a personal surety, no surety or surety company shall be allowed to guarantee or write bonds for construction, alteration or repair of a public building or for public work, unless that surety is listed on the United States Treasury Department’s list of acceptable sureties.

The final payment will not be issued until after the final as-built drawings have been submitted, reviewed for accuracy and accepted. Final as-built drawings must be provided in both digital and hard copies. Digital files shall consist of a complete .PDF of the as-built drawings as well as the CADD files (.dgn, .dwg or .dxf format; Microstation or AutoCAD, latest versions acceptable to the City). One (1) full size hard copies shall also be provided. A digital copy of the original design drawings is available upon request.

As-built drawings in digital format shall have all field changes incorporated into the original contract drawings. Hard copies of as-built drawings shall show the redlined field changes on the original contract drawings. Redlines on hard copies shall stand out by color.