

**BIDDING DOCUMENTS, CONTRACT AND
TECHNICAL SPECIFICATIONS**

FOR

**KATRINA COMMUNITY
DEVELOPMENT BLOCK GRANT**

**USA YEAST SEWER
PRE-TREATMENT IMPROVEMENTS
PROJECT #R-103-205-03-KED**

FOR THE

CITY OF HATTIESBURG, MISSISSIPPI



July 2012

DRAFT

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**KATRINA COMMUNITY DEVELOPMENT BLOCK GRANT
USA YEAST SEWER PRE-TREATMENT IMPROVEMENTS
PROJECT #R-103-205-03-KED
CITY OF HATTIESBURG, MISSISSIPPI**

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REQUEST FOR PROPOSALS

**KATRINA COMMUNITY DEVELOPMENT BLOCK GRANT
USA YEAST SEWER PRE-TREATMENT IMPROVEMENTS
PROJECT #R-103-205-03-KED
CITY OF HATTIESBURG, MISSISSIPPI**

Sealed proposals will be received by the City of Hattiesburg, Mississippi, located at 200 Forrest Street, Hattiesburg, Mississippi 39401 until 10:00am, Local Time, Thursday, August 16th, for supplying design, engineering and fabrication for the evaporator equipment for the USA Yeast Sewer Pre-Treatment Improvements Project as specified.

Equipment delivery time shall be stated in the bid proposal.

Proposals shall be submitted in duplicate, sealed and deposited with the city of Hattiesburg, Mississippi prior to the hour and date hereinbefore designated. No interested equipment supplier may withdraw his bid within 90 days after the actual date of the opening thereof.

Copies of the Instructions to Interested Equipment Suppliers, Proposal Forms, and Contract Documents may be procured at office of the Engineer.

The equipment to be supplied under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3).

The City of Hattiesburg is an Equal Opportunity Employer. The City of Hattiesburg hereby notifies all interested equipment suppliers that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged and women's 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.

The Engineer is HRG, LLC; 704 Hardy St., Hattiesburg, MS 39401; Phone No. (601)545-1565.

The City of Hattiesburg reserves the right to reject any and all proposals and to waive any informalities or irregularities therein.

BY: _____
Mayor Johnny L. DuPree, Ph.D.
City of Hattiesburg, Mississippi

Advertisement Dates: July 18
July 25

INSTRUCTIONS TO INTERESTED EQUIPMENT SUPPLIERS
KATRINA COMMUNITY DEVELOPMENT BLOCK GRANT
USA YEAST SEWER PRE-TREATMENT IMPROVEMENTS
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1. COORDINATION OF SPECIFICATIONS

Work under this Contract shall be performed in accordance with the Contract Documents including the Special Provisions and Regulations Stipulated by HUD and the MDA Certifications and Assurances attached and made a part of these Contract Documents.

2. DATE AND PLACE OF OPENING OF PROPOSALS

The date, time, and place for opening Proposals will be as set out in the published "Request for Proposals."

The City of Hattiesburg, Mississippi, herein called "Owner" reserves the right to postpone the date for presentation and opening of Proposals and will give notice of any such postponement to each known prospective equipment supplier.

3. FORM FOR PROPOSALS

Proposals must be submitted in duplicate on the forms furnished by the Owner and the envelope containing the Proposals must be sealed and addressed to:

City Clerk
City of Hattiesburg
Post Office Box 1898
Hattiesburg, Mississippi 39403-1898

The outside of the envelope containing the Proposal shall bear the inscription:

**SEALED BID FOR: KATRINA COMMUNITY DEVELOPMENT BLOCK GRANT
USA YEAST SEWER PRE-TREATMENT IMPROVEMENTS
PROJECT #R-103-205-03-KED
CITY OF HATTIESBURG, MISSISSIPPI**

BY _____(Equipment Supplier).

The duplicate Proposals shall be in the form of one original Proposal, marked "ORIGINAL" and one photocopy (Xerox or similarly reproduced copy) marked "PHOTOCOPY" of the original Proposal.

If Proposals are forwarded by the U.S. Postal Service, delivery shall be by Registered or Certified Mail.

4. EVALUATION OF PROPOSALS

During the evaluation performed by the Engineer and Owner after receipt of proposals, the Owner may request a list of similar projects and references and a detailed list of the components that make up the evaporator equipment and utilize this information to analyze the proposal prior to entering into contracts.

5. CERTIFICATE OF RESPONSIBILITY (Not Used)

6. ANNUAL LICENSE TO BID (Not Used)

7. CHARGES FOR PROPOSALS, PLANS AND SPECIFICATIONS

Prospective equipment suppliers may obtain Proposal forms including one copy of Contract Documents from the office of HRG, LLC.

8. OMISSIONS AND DISCREPANCIES

Should an equipment supplier find discrepancies, errors or omissions in the Contract Documents, or should he be in doubt as to the correctness of the details, dimensions and layout, he should immediately notify the Engineer in order to permit checking and any necessary revisions or modifications.

9. ADDENDA

Prior to the date and time set for receipt of Proposals, the right is reserved, as the interests of the Owner may require, to revise or amend the Contract Documents. Such revisions, if any, will be announced by an Addendum or Addenda, and copies of such Addenda will be furnished to all prospective equipment suppliers who have registered with the Engineer as receiving Contract Documents for acknowledgment by return fax. If the revisions and Addenda are of a nature which require material changes in quantities or prices contained in the Proposal, or both, the date set for receipt of Proposals may be postponed to enable equipment suppliers to revise their proposals. In such case, the Addendum or Addenda will include an announcement of the new date and time set for receipt of Proposals.

10. INTERPRETATIONS

No oral interpretation made to any interested equipment suppliers as to the meaning of the Contract Documents shall be considered an effective modification of any of the provisions of the Contract Documents. In order to ensure appropriate and concise responses, and avoid any misinterpretations, no verbal questions will be received. Written requests for interpretation of the Contract Documents shall be submitted to the Engineer at least 10 days prior to opening of Proposals so that a formal decision can be given in writing to all known prospective equipment vendors in the form of an Addendum. The Contract Documents contains the provisions required for the Project. Information obtained from an officer, agent, or employee of the Owner or any other person shall not affect the risks or obligations assumed by the equipment supplier or relieve him from fulfilling any of the conditions of the Contract.

11. BID SECURITY (Not Used)

12. GENERAL INFORMATION

Interested equipment suppliers shall inform themselves and comply with all pertinent Owner regulations and ordinances, State and Federal laws and tax liabilities which may in any manner affect their proposals and the prosecution of the work.

13. REJECTION OF PROPOSAL

Proposals may be rejected in the case of any omission, alterations of forms, additions or conditions not called for, incomplete proposals, erasures or irregularities of any kind.

14. CONDITIONS OF WORK

Each equipment supplier must inform himself fully of the conditions relating to the Project. Failure to do so will not relieve a successful entity of his obligation to furnish equipment necessary to carry out the provisions of his Contract.

15. SECURITY FOR FAITHFUL PERFORMANCE (Not Used)

16. INSURANCE

The equipment supplier shall be required to carry \$2,000,000 in liability insurance. Proof of insurance coverage shall be submitted within five (5) business days from written acceptance of the Proposal.

17. SUBCONTRACTORS

Interested equipment providers are specifically advised that any person, firm or other party to whom it is proposed to award a Subcontract must be acceptable to the Owner. Nothing contained in the Contract Documents shall create any contractual relation between subcontractor and the Owner.

18. METHOD OF AWARD

The Owner will award the Contract to the entity viewed to offer the best value to the Owner. The award will be based on the evaluation of the total bid as decided upon by the Owner.

The evaluation of the Proposals will be based on whether the equipment provider (1) maintains a permanent place of business; (2) has adequate plant equipment to do the work properly and within the time limit that is established; (3) has adequate financial status to meet his obligations contingent to the work; (4) has adequate manpower and present workload is such that he can perform according to a reasonable schedule; (5) such other factors as may be considered under State law, Federal law or regulation, (6) has prior experience in furnishing, design engineering and fabrication of evaporator equipment, and (7) has satisfied the Owner his proposed evaporator equipment design meets the requirements of this specification.

19. OBLIGATION OF EQUIPMENT PROVIDERS

At the time of the opening of Proposals, each equipment provider will be presumed to have read and to

be thoroughly familiar with the Plans and Contract Documents (including all Addenda) and is knowledgeable to the requirements and intent of the overall project.

The failure or omission of any equipment provider to examine any form, instrument or document shall in no way relieve any that entity from any obligation in respect to his Proposal. The submission of a Proposal shall be accepted as prima facie evidence that entity has inspected the site and is familiar with the Contract Documents.

20. SUBSURFACE DATA (Not Used)

21. EXECUTION OF CONTRACT

If the successful Equipment Provider is a corporation, the officer who signs the Contract shall furnish copies of the resolution of the Directors of the corporation authorizing him to sign the contract. Such resolution should bear the seal of the corporation.

Subject to the applicable provisions of law, the Contract shall be in full force and effect only from and after the date when a fully executed and approved counterpart thereof has been rendered or delivered, or both, to the equipment supplier or his duly authorized agent or representative. Deposit of said counterpart in the United States mail in an envelope or wrapper properly addressed shall constitute compliance with these provisions by the Owner.

22. INTERCHANGEABLE TERMS

The terms "Bid" and "Proposal" wherever they are used in the Contract Documents are interchangeable and have the same meaning. The terms, "City of Hattiesburg, Mississippi" and "Owner" are interchangeable and have the same meaning. The terms "Contract" and "Agreement", are interchangeable and have the same meaning. The terms Contract Drawings and Plans, are interchangeable and have the same meaning.

23. QUALIFICATIONS OF BIDDER, OWNER'S RIGHTS

The Owner may make such investigation as it deems necessary to determine the ability of the equipment supplier to perform the work, and the equipment supplier shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any proposal if the evidence submitted by or investigation of such equipment supplier fails to satisfy the Owner that the entity is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

24. MATERIALS AND EQUIPMENT

Whenever materials or equipment are specified or described in the Contract Documents by using the name of a manufacturer, fabricator, supplier, or distributor, the naming of the item in this manner is intended to establish the type, function and quality required. Materials or equipment of other manufacturers, fabricators, suppliers, or distributors may be accepted by the Engineer if sufficient information is submitted by the selected Equipment Supplier to allow the Engineer to determine that the material or equipment proposed is equivalent to that named in the Contract Documents

PROPOSAL

**KATRINA COMMUNITY DEVELOPMENT BLOCK GRANT
USA YEAST SEWER PRE-TREATMENT IMPROVEMENTS
PROJECT #R-103-205-03-KED
CITY OF HATTIESBURG, MISSISSIPPI**

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PROPOSAL

**KATRINA COMMUNITY DEVELOPMENT BLOCK GRANT
USA YEAST SEWER PRE-TREATMENT IMPROVEMENTS
PROJECT #R-103-205-03-KED
CITY OF HATTIESBURG, MISSISSIPPI**

DATE: _____, 20_____

PROPOSAL OF _____
(Name of Bidder)

(Address of Bidder)

For design engineering and fabrication of the Evaporator Equipment for USA Yeast Sewer Pre-Treatment Improvements Project #R-103-205-03-KED as specified.

The documents on which this Proposal is based include the Instructions to Interested Equipment Suppliers, Proposal Forms, Contract Documents, and all supplements, amendments and addenda for this Project and are made a part hereof by reference.

**TO: KATRINA COMMUNITY DEVELOPMENT BLOCK GRANT
USA YEAST SEWER PRE-TREATMENT IMPROVEMENTS
PROJECT #R-103-205-03-KED
CITY OF HATTIESBURG, MISSISSIPPI**

Gentlemen:

The following Proposal is submitted on behalf of the undersigned 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, certify that I (we) have carefully examined the and any and all Addenda thereof.

I (We) further certify that I, (we) have visited and 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 design and construction and fully understand all conditions relative to difficulties, hazards, labor, transportation and all other factors affecting the design and operation of the equipment covered by this Proposal.

In accordance with the requirements of the Instructions to Interested Equipment Suppliers, Proposal Forms, Contract Documents, and any Addenda, I (we) propose to furnish design engineering and fabrication of the evaporator equipment called for by the Contract Documents within the delivery times stated in this Proposal.

The following is my (our) itemized proposal for the Project.

BIDS SHALL INCLUDE SALES TAX AND ALL OTHER APPLICABLE TAXES AND FEES.

**KATRINA COMMUNITY DEVELOPMENT BLOCK GRANT
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CITY OF HATTIESBURG, MISSISSIPPI**

PROPOSED PRICES AND APPROXIMATE QUANTITIES				
Pay Item	Description	Quantity	Unit	Total Item Cost
1.0	Evaporator Equipment Design, Engineering, and Fabrication	1	LS	
TOTAL PROPOSED AMOUNT: _____				

**KATRINA COMMUNITY DEVELOPMENT BLOCK GRANT
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CITY OF HATTIESBURG, MISSISSIPPI**

CONTRACT TIME	DELIVERY TIME
<p>The delivery of all equipment and support structure to the USA Yeast jobsite shall be listed in months in the next column.</p>	
<p>The evaporator supplier will submit process flow drawings (PFD), piping and instrumentation drawings (P&ID), and general arrangement drawings (GAD). These drawings will give all necessary information for the erection of the Evaporator system and the structural support. The drawings will contain all motor horsepower information and locations for pumps and other motorized equipment. The drawings will include all control instruments, specifications, and locations. The drawings will include all equipment locations, loadings for concrete slab, and location of drains, anchor bolts, etc. in the concrete slab. Bidder's time to submit the above shall be listed in weeks in the next column.</p>	

I (We) further propose to execute the Contract Agreement as bound herein within ten working days after receipt of Contract Forms from the Owner and to complete the work within the contract time specified from the date of the Notice to Proceed.

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,

Equipment Vendor

By: _____
Title

Address

CORPORATE DECLARATION

(TO BE FILLED IN IF EQUIPMENT SUPPLIER IS A CORPORATION)

Date: _____, 20_____.

Our corporation is chartered under the Laws of the state of _____ and the names, titles and business addresses of the executives are as follows:

President

Secretary

Treasurer

DECLARATION OF PARTNERSHIP

(To be filled in if the Equipment Supplier is a Partnership)

Our Partnership is composed of the following individuals:

Address

Address

NON-COLLUSION AFFIDAVIT

**KATRINA COMMUNITY DEVELOPMENT BLOCK GRANT
USA YEAST SEWER PRE-TREATMENT IMPROVEMENTS
PROJECT #R-103-205-03-KED
CITY OF HATTIESBURG, MISSISSIPPI**

(THIS AFFIDAVIT MUST BE EXECUTED FOR THE PROPOSAL TO BE CONSIDERED)

STATE OF _____)
) ss.
COUNTY OF _____)

_____ being first duly sworn,
(Person)
deposes and says that he is _____

(Sole owner, a partner, president, secretary, etc.)
of _____ the party making the foregoing Proposal or Bid;
(Name of Firm)

that such Bid is genuine and not collusive; that said Bidder is not financially interested in, or otherwise affiliated in a business way with any other bidder on the same contract; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Owner, or any person or persons interested in the proposed contract; and that all statements contained in said Proposal or Bid are true; and further, that such Bidder has not, directly or indirectly submitted his Bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

Affiant

Sworn to and subscribed before me this _____ day of _____, 20_____.

Notary Public in and for

_____ County, _____ State

(SEAL)

My Commission Expires
_____, 20_____.

CONTRACT FORMS

**KATRINA COMMUNITY DEVELOPMENT BLOCK GRANT
USA YEAST SEWER PRE-TREATMENT IMPROVEMENTS
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CITY OF HATTIESBURG, MISSISSIPPI**

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CONTRACT

**KATRINA COMMUNITY DEVELOPMENT BLOCK GRANT
USA YEAST SEWER PRE-TREATMENT IMPROVEMENTS
PROJECT #R-103-205-03-KED
CITY OF HATTIESBURG, MISSISSIPPI**

This Contract, made this the _____ day of _____, 20____, by and between the City of Hattiesburg, Mississippi, a municipal corporation, hereinafter called "Owner" and _____ doing business as a _____ located in _____ hereinafter called the "Vendor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The VENDOR will design, construct, and deliver all equipment in strict accordance with the Contract Documents and the Contract Drawings.
2. The Vendor will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will attain Final Completion within the stipulated contract time unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS. The contract time shall be _____ consecutive calendar days.
3. The term "CONTRACT DOCUMENTS" means and includes Request for Proposals, Instructions to Interested Equipment Suppliers, Bidder's Proposal, Contract, Contract Documents, Notice of Award, Notice to Proceed, Addenda (if any), and all subsequent Change Orders, Supplemental Agreements and/or other modifications as if formally recopied in this Contract.
4. The Vendor agrees to furnish all materials in place and to faithfully complete all of said work contemplated by this Contract in good and workmanlike manner, strictly in accordance with said Contract Documents, Contract Drawings and other requirements of the Owner, and to the complete satisfaction of the city of Hattiesburg, Mississippi, or its authorized representatives, and in accordance with the Laws of the state of Mississippi and the Ordinances of the city of Hattiesburg, for which the Owner hereby agrees to pay and the Vendor agrees to accept a sum of money in current funds equal to the contract amount of _____ (_____) plus the amount of any supplemental agreements and force accounts for extra work authorized and duly set forth in a written change order approved and executed by the Owner and set forth in the public minutes of the Owner and in full compensation for furnishing all materials, the doing of all work contemplated under the Contract, as well as all loss or damage, if any, arising out of the nature of the work, or the action of the weather, and any and all other unforeseen obstructions or difficulties that may be encountered in the prosecution of the same, the Vendor assuming all risks of every kind and description in the performance of this Contract.
5. The Vendor shall protect, indemnify and save harmless the city of Hattiesburg, Mississippi from and against any and all damage, loss, claims, judgments or expenses, including but not limited to reasonable attorney's fees, which the city of Hattiesburg, Mississippi may suffer or

be subjected to by the performance of the work, including but without limitation injury to or death of any person whomever and destruction or damage to any property whatsoever.

6. The Vendor agrees to allow the Owner, or any of their duly authorized representatives, access to any books, documents, papers and records of the Vendor which are directly pertinent to the Project which is the subject of this Contract, for the purpose of making audits, examinations, excerpts and transcriptions, and Vendor agrees to insert an identical clause in any and all subcontracts.
7. The Owner will pay to the Vendor in the manner and at such times and amounts as set forth in the Contract Documents.
8. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
9. If, through any cause, the Vendor shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the Vendor shall violate any of the covenants, agreements, or stipulations of this Contract, the Owner shall thereupon have the right to terminate this Contract by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. Notwithstanding the above, the Vendor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the Contract by the Vendor and the Owner may withhold any payments to the Vendor until such time as the exact amount of damages due the Owner from the Vendor is determined.

IN WITNESS THEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in **five** counterparts, each of which shall be deemed an original on the date first above written.

CITY OF HATTIESBURG, MISSISSIPPI

VENDOR

BY _____

BY _____

ATTEST _____

ATTEST _____

(Seal)

(Seal)

Date: _____

TO: _____

RE: KATRINA COMMUNITY DEVELOPMENT BLOCK GRANT
USA YEAST SEWER PRE-TREATMENT IMPROVEMENTS
PROJECT #R-103-205-03-KED
CITY OF HATTIESBURG, MISSISSIPPI

NOTICE OF AWARD

Gentlemen:

The City of Hattiesburg, Mississippi has considered the Proposal submitted by you for the above referenced Work in response to its Request for Proposals and Instructions to Interested Equipment Suppliers.

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 Hattiesburg, Mississippi the required certificates of insurance within 10 calendar days from the date of delivery of this Notice to you. We have enclosed five copies of the necessary contract forms. Please return all five copies of these documents to the offices of HRG, LLC, 704 Hardy St., Hattiesburg, MS 39403.

You are required by the General Conditions to submit to HRG, LLC 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 Hattiesburg, Mississippi, Attention: Mayor Johnny L. DuPree, Ph.D.

Sincerely,

Hattiesburg Resource Group, LLC

Cc: Mayor Johnny L. DuPree, Ph.D.
City of Hattiesburg
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by _____ this, the
_____ day of _____, 20_____.

By _____

Title _____

NOTICE TO PROCEED

Date _____

To: _____

Attention: _____

RE: KATRINA COMMUNITY DEVELOPMENT BLOCK GRANT
USA YEAST SEWER PRE-TREATMENT IMPROVEMENTS
PROJECT #R-103-205-03-KED
CITY OF HATTIESBURG, MISSISSIPPI

Dear _____:

You are hereby notified to commence work in accordance with the Contract dated _____, on or before _____. You are to complete the Work within the stipulated contract time from the effective date of this Notice to Proceed. The date of Final Completion is therefore _____.

The engineering firm of HRG, LLC will act as the Engineer on behalf of the city of Hattiesburg, Mississippi for the work to be performed under the contract. Shea McNeese, P.E. will be the designated representative of the Engineer.

Please return a copy of this NOTICE TO PROCEED and ACCEPTANCE OF NOTICE to the undersigned and to HRG, LLC, indicating your receipt of this document in the space provided below.

Sincerely,

City of Hattiesburg, Mississippi

Mayor Johnny L. DuPree, Ph.D.

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED

is hereby acknowledged by _____

this, the _____ day

of _____, 20_____.

By _____

Title _____

CERTIFICATE OF SUFFICIENCY

**KATRINA COMMUNITY DEVELOPMENT BLOCK GRANT
USA YEAST SEWER PRE-TREATMENT IMPROVEMENTS
PROJECT #R-103-205-03-KED
CITY OF HATTIESBURG, MISSISSIPPI**

I, _____, CHIEF LEGAL OFFICER FOR THE
CITY OF HATTIESBURG, MISSISSIPPI, DO HEREBY CERTIFY THAT I HAVE EXAMINED THIS
AGREEMENT, THE BONDS AND EVIDENCE OF INSURANCE OFFERED BY THE VENDOR AND
FIND THEM TO BE PROPERLY EXECUTED, ADEQUATE AND SUFFICIENT.

Date: _____

TOTAL CONTRACT CHANGE	\$
	TOTAL CONTRACT
ORIGINAL CONTRACT AMOUNT:	\$
CURRENT CONTRACT AMOUNT:	\$
THIS CONTRACT CHANGE	
REVISED CONTRACT AMOUNT:	\$
CURRENT CONTRACT COMPLETION DATE:	
TIME EXTENSION REQUIRED BY CHANGE:	
REVISED CONTRACT COMPLETION DATE:	
<p>THIS DOCUMENT SHALL BE AN AMENDMENT TO THE CONTRACT AND ALL PROVISIONS OF THE CONTRACT WILL APPLY.</p> <p>RECOMMENDED BY: _____ DATE _____ ENGINEER</p> <p>ACCEPTED BY: _____ DATE _____ VENDOR</p> <p>APPROVED BY: _____ DATE _____ OWNER</p>	

**SPECIAL PROVISIONS AND REGULATIONS
STIPULATED BY
THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM**

For the purpose of clarification, the Contracted Party shall refer to the firm providing professional services to the Grantee as specified in the contract to which this document is attached.

1. Access of Grantee, State of Mississippi, HUD and Others to CDBG Documents, Papers, and Books

The Contracted Party agrees to allow the Grantee, State of Mississippi, HUD, the Comptroller General of the United States, and any of their duly authorized representatives access to any books, documents, papers, and records of the Contracted Party which are directly pertinent to the CDBG Program for the purpose of making audits, examinations, excerpts, and transcriptions.

2. Termination of Contract For Cause

If, through any cause, the Contracted Party shall fail to fulfill in timely and proper manner, his obligations under this Contract, or if the Contracted Party shall violate any of the covenants, agreements, or stipulations of this Contract, the Grantee shall thereupon have the right to terminate this Contract by giving written notice to the Contracted Party of such termination and specifying the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contracted Party shall entitle the Contracted Party's receipt of just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Contracted Party shall not be relieved of liability to the Grantee for damages sustained or the Grantee by virtue of any breach of the Contract by the Contracted Party. The Owner may withhold any payments to the Contracted Party for the purpose of set off until such time as the exact amount of damages due the Grantee from the Contracted Party is determined.

3. Termination for Convenience of the Grantee

The Grantee may terminate this Contract any time by a notice in writing from the Grantee to the Contracted Party. If the Contract is terminated by the Owner as provided herein, the Contracted Party will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contracted Party covered by this Contract, less payments of compensation previously made provided that if less than sixty percent of the services covered by this Contract have been performed upon the effective date of such termination, the Contracted Party shall be reimbursed (in addition to the above payment) for that portion of actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Contracted Party

during the Contract period which are directly attributable to the incomplete portion of the services covered by this Contract.

4. Records

All records required to be kept on the project shall be maintained for at least three years after final payments and until all other pending matters under the grant are closed.

5. Health and Safety Standards

All parties participating in this project agree to comply with Section 107 of the Contract Work Hours and Safety Standards Act. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

6. Environmental Compliance

Contracts, subcontracts, and subgrants of amounts in excess of \$100,000.00 shall contain a provision which requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1957 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR, 15), which prohibit the use under nonexempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities. The provisions shall require reporting of violations to the grantor agency and the U.S. EPA Assistant Administrator for Enforcement (EN-329).

7. Energy Efficiency

All participants in the projects shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163).

8. Changes

The Grantee may, from time to time, request changes in the scope of the services of the Contracted Party to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contracted Party's compensation which are mutually agreed upon by and between the Grantee and the Contracted Party, shall be incorporated in written amendments to this Contract.

9. Personnel

The Contracted Party represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Grantee.

All the services required hereunder will be performed by the Contracted Party or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

10. Anti-Kickback Rules

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The Engineer and contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by the subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

11. Withholding of Salaries

If in the performance of this Contract, there is any underpayment of salaries by the Contracted Party or by any subcontracted thereunder, the Grantee shall withhold from the Contracted Party out of payment due to him an amount sufficient to pay to employees underpaid the difference between the salaries required thereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the Grantee for and on account of the contracted party or subcontractor to the respective employees to whom they are due.

12. Claims and Disputes Pertaining to Salary Rates

Claims and disputes pertaining to salary rates or to classifications of professional staff or technicians performing work under this Contract shall be promptly reported in writing by the Contracted Party to the Grantee for the latter's decision which shall be final with respect thereto.

13. Equal Employment Opportunity

During the performance of this Contract, the Contracted Party agrees to comply with Executive Order 11246, and the regulations issued pursuant thereto

(24 CFR 130 and 41 CFR Chapter 60), which provides that no person shall be discriminated against on the basis of race, color, religion, gender, or national origin in all phases of employment during the performance of Federal or Federally assisted construction contracts, contractors and subcontractors on Federal and Federally assisted construction contracts shall take affirmative action to ensure fair treatment in employments, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates or pay or other forms of compensation and selection for training apprenticeship.

14. Anti-Discrimination Clauses

The Contracted Party will comply with the following clauses:

1. Title VI of the Civil Rights Act of 1964 (PL 88-352), and the regulations issued pursuant thereto (24 CFR 1), which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;
2. Title VIII of the Civil Rights Act of 1968 (PL 90-284), as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing, and taking action to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services; and,
3. Executive Order 11063, as amended by Executive Order 12259, on equal opportunity in housing and nondiscrimination in the sale or rental of housing built with Federal assistance Section 109 of the Housing and Community Development Act of 1974, as amended which requires that no person in the United States shall on the grounds of race, color, national origin, or gender be excluded from participation in, be denied the benefits or be subjected to discrimination under, any program or activities funded in whole or in part with community development funds made available pursuant to the Act. Section 109 further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 796) shall also apply to any such program or activity.

15. **Section 3 Clause**

The Contracted Party will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 17010) requiring that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project area be awarded to eligible business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

16. **Discrimination Because of Certain Labor Matters**

No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because he has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his employer.

17. **Compliance with Local Laws**

The Contracted Party shall comply with all applicable laws, ordinances, and codes of the state and local governments, and shall commit no trespass on any public or private property in performing any of the work embraced by this Contract.

18. **Subcontracting**

None of the services covered by this Contract shall be subcontracted without prior written consent of the Grantee. The Contracted Party shall be as fully responsible to the Grantee for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by him. The Contracted Party shall insert in each subcontract appropriate provisions requiring compliance with the labor standards provisions of this Contract.

19. **Assignability**

The Contracted Party shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the Grantee provided that claims for money due or to become due the Contracted Party from the Grantee under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

20. **Interest of Members of Local Public Agency and Others**

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or give the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

The Contracted Party will comply with Section 25-4-105, Mississippi Code Annotated (1972), which prohibits any public servant from using his official position to obtain pecuniary benefits for himself other than compensation provided for by law or for any relative or business with which he is associated and which further provides that a public servant may not be interested, during the term for which he has been chosen, or within one (1) year thereafter, in any contract made or let by the governing authorities of such municipality for the construction or doing of any public work, or for the sale or purchase of any materials, supplies or property of any description, or for any other purpose whatsoever, or in any subcontract arising therefrom or connected therewith, or to receive, either directly or indirectly, any portion or share of any money or other thing paid for the construction or doing of any public work, or for the sale or purchase of any property, or upon any other contract made by the governing authorities of the municipality, or subcontract arising therefore or connected therewith.

The Contracted Party will also be aware of and avoid any violation of Sections 25-4-117 and 25-4-119, Mississippi Code Annotated (1972), which prescribes a criminal penalty for any public servant convicted of a violation of this Ethics in Government section.

21. Interest of Certain Federal Officers

No member of or delegate to the Congress of the United States and no Resident Commissioner, shall be admitted any share or part of this Contract or to any benefit to arise therefrom.

22. Interest of Contractor

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that in the performance of this Contract no person having any such interest shall be employed.

23. Political Activity

The Contracted Party will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

24. Davis-Bacon Act Requirements

The Contracted Party will comply with Section 110 of the Housing and Community Development Act of 1974, as amended, which requires that all laborers and mechanics employed by contractors or subcontractors on construction work assisted under the Act shall be paid at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended 40 U.S.C. 276a-276-a5), and it will comply with the Contract Work Hours and

Safety Standards Act (40 U.S.C. 327 *et seq.*). However, these requirements apply to the rehabilitation of residential property only if such property is designed for residential use of eight or more families.

25. Uniform Act Requirements

The Contracted Party will comply with all applicable requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4630) as specified in regulations issued by the Secretary of the Department of Housing and Urban Development and published in 24 CFR 570-1.

26. Lead-Based Paint Requirements

The Contracted Party will comply with Title IV of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831), which prohibits the use of lead-based paint in residential structures constructed or rehabilitated with Federal assistance in any form.

27. Compliance with Office of Management and Budget

The parties agree to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget, Circulars A-95, A-102, and A-54, as they relate to the use of Federal funds under this contract.

28. Flood Insurance Purchase Requirements

Both parties agree to comply with the flood insurance purchase requirements of Section 102(2) of the Flood Disaster Protection Act of 1973, (PL 93-234, 87 Stat. 975) approved December 31, 1976. Section 102 (a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase, "Federal financial assistance," includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

29. Historic Preservation

Both parties agree to assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1966 (16 USC 469a-1 *et seq.*) by (a) consulting with the State Historic Preservation officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (CFR Part 600.8) by the

activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency and the state grantor agency to avoid or mitigate adverse effects upon such properties.

30. Program Monitoring

Both parties agree to assist and cooperate with the Federal grantor agency and the state grantor agency or their duly designated representatives in the monitoring of the project or projects to which this grant relates, and to provide in form and manner approved by the state grantor agency such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

31. Discrimination Due to Beliefs

No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

32. Confidential Findings

All of the reports, information, data, etc., prepared or assembled by the Contracted Party under this Contract are confidential, and the Contracted Party agrees that they shall not be made available to any individual or organization without prior written approval of the Grantee.

33. Third-Party Contracts

The Grantee shall include in all contracts with Participating Parties receiving grant funds provisions requiring the following:

1. Each such Participating Party keeps and maintains books, records, and other documents relating directly to the receipt and disbursement of such grant funds; and,
2. Any duly authorized representative of the Mississippi Development Authority, the U.S. Department of Housing and Urban Development, and the Comptroller General of the United States shall, at all reasonable times, have access to and the right to inspect, copy, audit, and examine all such books, records, and other documents of such Participating Party until the completion of all close-out procedures respecting this grant and the final settlement and conclusion of all issues arising out of this grant.

The Grantee shall include in all contracts with Participating Parties a provision that each Participating Party agrees that any duly authorized representative of the Mississippi Development Authority, the U.S. Department of Housing and Urban Development, and the Comptroller General of the United States shall, at all

reasonable times, have access to any portion of the Project in which such Participating Party is involved until the completion of all close-out procedures respecting this grant.

34. Excessive Force

The contracted parties will adopt and enforce a policy of prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.

35. Architectural Barriers Act and Americans with Disabilities

The contracted parties will comply with the Architectural Barriers Act and the Americans with Disabilities as described in 24 CFR Sec 487 (e).

36. Environmental

The applicant will:

- (1) Comply with Section 104(f) of the Housing and Community Development Act of 1974, as amended, which requires compliance with the policies of the National Environmental Policy Act of 1969 (NEPA) and other provisions of law which further the purposes of the National Environmental Policy Act. Such other provisions of law which further the purposes of the NEPA are specified in regulations issued pursuant to Section 104(f) of the Housing and Community Development Act of 1974, as amended, and are contained in 24 CFR Part 58; and
- (2) Assume all of the responsibilities for environmental review, decision making, and action as specified and required in regulations issued by the Secretary of Housing and Urban Development pursuant to Section 104(f) of the Housing and Community Development Act of 1974, as amended, and published in 24 CFR Part 58.

Its chief executive officer or other officer of applicant:

- (1) Consents to assume the status of a responsible federal official under the National Environmental Policy Act of 1969 (NEPA) and other provisions of federal law, as specified in 24 CFR Part 58; and
- (2) Is authorized and consents on behalf of the applicant and himself/herself to accept the jurisdiction of the federal courts for the purpose of enforcement of his/her responsibilities as such an official.

It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Preservation of Archeological and Historic Data Act of 1966 (16 U.S.C. 469 a-1, et seq) by:

- (1) Consulting with the State Historic Preservation Officer to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects of the proposed activities; and
- (2) Complying with all requirements established by HUD to avoid or mitigate adverse effects upon such properties.

It will comply with Executive Order Number 12898, issued February 11, 1994, by:

- (1) Focusing attention on the environment and health conditions in minority and low-income communities; and
- (2) Fostering non-discrimination in federal programs that substantially affect human health and the environment; and
- (3) Providing minority and low-income communities with access to information on, and opportunities for public participation in, matters relating to human health and the environment.

37. Uniform Relocation

It will comply with the Uniform Relocation Assistance and Real Property acquisition policies Act of 1970, as amended, and Federal Implementing regulation at 49 CFR Part 24, and the requirements of Section 570.496a (including the requirement to provide a certification that the recipient is following a residential antidisplacement and relocation assistance plan under Section 104(d)) of the Act.

38. Code of Standards of Conduct

It will establish a written Code of Standards of Conduct to prohibit any of its officers, employees, and agents from using his/her position in any manner or matter, which would have the purpose or effect of a conflict of interest, real or apparent. In order to properly implement this provision, it will fully comply with the requirements of 24 CFR, Part 85.36.

39. Hatch Act

It will comply with the provisions of the Hatch Act 5 U.S.C. 1501 et seq), which limits the political activity of employees.

40. Lead Based Paint

It will comply with Title IV of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831), which prohibits the use of lead-based paint in residential structures constructed or rehabilitated with federal assistance in any form.

41. Use of Influence

The chief elected official certifies, to the best of his or her knowledge and belief, that:

- (1) No federally appropriated funds have been paid or will be paid, by or on behalf of the chief elected official, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the chief elected official shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The subgrantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

42. Cost Overruns

The subgrantee agrees to and understands that the CDBG award is limited to the amount under this agreement. Any cost overruns will be the sole responsibility of the subgrantee.

DRAFT

**MISSISSIPPI DEVELOPMENT AUTHORITY (MDA)
CERTIFICATIONS AND ASSURANCES**

Certifications for applicants, waiver and alternative requirement. Section 91.325 of title 24 Code of Federal Regulations is waived. Each applicant must make the following certifications prior to receiving a CDBG disaster recovery grant:

- a. The applicant certifies that it will affirmatively further fair housing, which means that it will use the States analysis to identify impediments to fair housing choice within the applicants area, take appropriate actions to overcome the effects of any impediments identified through the States analysis, and maintain records reflecting the actions taken in this regard. (See 24 CFR 570.487(b)(2)(ii).)
- b. The applicant certifies that it has in effect and is following a residential anti-displacement and relocation assistance plan in connection with any activity assisted with funding under the CDBG program.
- c. The applicant certifies its compliance with restrictions on lobbying required by 24 CFR part 87, together with disclosure forms, if required by that part.
- d. The applicant certifies it possesses the legal authority to carry out the program for which it is seeking funding, in accordance with applicable HUD regulations and this Notice.
- e. The applicant certifies that it will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR part 24, except where waivers or alternative requirements are provided for this grant.
- f. The applicant certifies that it will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing regulations at 24 CFR part 135.
- g. The applicant certifies that it is following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.115 and 24 CFR 570.486 (except as provided for in notices providing waivers and alternative requirements for this grant).
- h. The applicant certifies that it is complying with each of the following criteria:
 - (1) Funds will be used solely for necessary expenses related to disaster relief, long-term recovery, and restoration of infrastructure in the most impacted and distressed areas related to the consequences of the Gulf Coast hurricanes of 2005 in communities included in Presidential disaster declarations.
 - (2) The applicant will not attempt to recover any capital costs of public improvements assisted with CDBG disaster recovery grant funds, by assessing any amount against properties owned and occupied by persons of low- and moderate-income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless

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- 1) disaster recovery grant funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under this title; or
 - 2) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary that it lacks sufficient CDBG funds (in any form) to comply with the requirements of clause (A).
- i. The applicant certifies that the grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.
 - j. The applicant certifies that they have adopted and is enforcing:
 - (1) A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - (2) A policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction.
 - k. The applicant certifies that it has the capacity to carry out disaster recovery activities in a timely manner.
 - l. The applicant certifies that it will not use CDBG Disaster Recovery funds for any activity in an area delineated as a special flood hazard area in FEMA's most current flood advisory maps unless it also ensures that the action is designed or modified to minimize harm to or within the floodplain in accordance with Executive Order 11988 and 24 CFR part 55.
 - m. The applicant certifies that it will comply with applicable laws.

SECTION 1

SPECIAL CONDITIONS

PART 1 GENERAL

1.01 REQUIREMENTS

- A. The following Special Conditions consist of special requirements which shall apply to this project and to the Contractor executing the work.
- B. The information contained in these special conditions and technical specifications shall supersede information contained in NSPE, EDA, CDBG or SRF General Conditions if any found elsewhere herein.
- C. **SAFETY IS A PROJECT REQUIREMENT.** The selected equipment Vendor shall be responsible for providing Safety equipment and or methods necessary for the safe prosecution of the work by his personnel and the personnel of any sub-contractors, as well as providing safe access and site conditions to all elements of the project for the Owner, Engineer and their representatives. Such safety requirements shall meet guidelines as contained in OSHA and U.S. Department of Health and Human Services (National Institute for Occupational Safety and Health) (NIOSH) publication sections relative to the work contemplated herein.
- D. **PAYMENTS TO EQUIPMENT VENDOR:** The Owner will pay to the Vendor in a manner commensurate to the progress of fabrication and supply of the specified equipment. A down-payment, if required, at the time of equipment order will not exceed 25% of the contracted price. Additional payments will be allowed at the following milestones:
 - 1. Approval of submittals/shop drawings by the Owner. Progress payment will not exceed a total payment of 35% of the contracted price.
 - 2. Ninety (90) calendar days following the date of approval of submittals/shop drawings. Progress payment will not exceed a total payment of 50% of the contracted price.
 - 3. One Hundred Eighty (180) calendar days following the date of approval of submittals/shop drawings. Progress payment will not exceed a total payment of 65% of the contracted price.
 - 4. Two Hundred Seventy (270) calendar days following the date of approval of submittals/shop drawings. Progress payment will not exceed a total payment of 75% of the contracted price.
 - 5. Upon notification that the equipment is ready for delivery. Progress payment will not exceed a total payment of 90% of the contracted price.
 - 6. Upon successful installation and start-up performance testing to verify the equipment performance is in compliance with these specifications. Progress payment will not exceed a total payment of 95% of the contracted price.

The Owner shall retain five percent (5%) of the contracted price until final completion and acceptance of all work covered by the Contract Documents unless otherwise mutually agreed, including providing evidence of release of liens.

1.02 CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

- A. The Vendor will execute and provide to the Engineer within fourteen (14) calendar days following execution of the contract a compliance statement where required.
- B. Such compliance form shall be provided by the Engineer.

1.03 LEAD BASED PAINT

- A. Use of lead based paint on the project is prohibited.

1.04 SCHEDULE

- A. Within fourteen (14) calendar days following execution of the contract, the Vendor shall submit to ENGINEER an estimated progress schedule, in the form of a bar chart, indicating the starting and completion dates of the various stages of the Work along with anticipated earnings, and a preliminary schedule of Shop Drawings submissions. The ENGINEER shall review and return this schedule or require revisions thereto within fourteen (14) days of its submittal. Updated progress schedules will be required at the time of submittal of the Vendor's progress pay request.

1.05 REVIEW OF THE WORK

- A. The OWNER may send Representatives to the site of the Vendor to periodically review the progress of the Vendor and to verify the Vendor's progress. These Representatives will not be authorized to revoke, alter, enlarge or relax the provisions of these Contract Documents, nor to delay the fulfillment of this Contract by failure to inspect materials and work with reasonable promptness.
- B. The presence of a Representative of the OWNER shall in no way lessen the responsibility of the Vendor for full compliance with the requirements of these Contract Documents.

1.06 TIME FOR COMPLETION

- A. It is hereby understood and mutually agreed, by and between the Vendor and the OWNER, that the date of beginning and the time for completion as specified hereunder are ESSENTIAL CONDITIONS of the Contract; and it is further mutually agreed that the Work embraced in this Contract shall be commenced on or before a date to be specified in a written "NOTICE TO PROCEED".
- B. The Vendor agrees that said Work shall be prosecuted regularly and diligently without interruption at such rate of progress as will ensure full completion thereof within the time specified.
- C. It is expressly understood and agreed, by and between the Vendor and the OWNER, that the time for the completion of the Work described in a specific Work Order is a

SECTION 1

reasonable time for the completion of same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

- D. If the said Vendor shall neglect, fail or refuse to complete the Work within the time specified, or extension thereof granted by the OWNER, the Vendor does hereby agree, as a part of consideration for the awarding of this Contract, to pay to the OWNER the amount specified in the Contract, not as a penalty but as liquidated damages for such breach of Contract as hereinafter set forth, for each and every calendar day that the Vendor shall be in default after the time stipulated in the contract for completing the Work.

1.07 CORRECTION OF DEFECTIVE WORK AFTER FINAL ACCEPTANCE

- A. The Vendor hereby agrees to make, at his own expense, repairs or replacements necessitated by defects in materials or workmanship, supplied under terms of this Contract, which become evident within one (1) year after the date of substantial completion. The Vendor further assumes responsibility for a similar one (1) year guarantee for work and materials provided by subcontractors or manufacturers of packaged equipment components. **The effective date for the start of the guarantee or warranty period is defined as the date of substantial completion established by the ENGINEER in the Certificate of Substantial Completion.**

1.08 CLOSEOUT SUBMITTALS

- A. Waivers and Liens Affidavit.
- B. Surety Release.
- C. Labor and Material Warranty.
- D. **Certification Statement that material incorporated into the project meets or exceeds specification requirements of the Contract.**
- E. Project record documents and As Built drawings.
- F. Operating and Maintenance Data, Instructions to Owner's Personnel: As specified in Contract Documents or ordered by the Engineer.
- G. Spare Parts and Maintenance Materials: As specified in Contract Documents or ordered by the Engineer.

SECTION 2

SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Submit Shop Drawings, Product Data and Samples required by Contract Documents.
- B. Submit six (6) bound copies to Engineer for review unless otherwise specified.

1.02 SHOP DRAWINGS

- A. Drawings shall be presented in a clear and thorough manner.
- B. Identify details by reference to sheet and detail, schedule or item numbers shown on Contract Drawings.

1.03 PRODUCT DATA

- A. Preparation:
 - 1. Clearly mark each copy to identify pertinent products.
 - 2. Show performance characteristics and capacities.
 - 3. Show dimensions and clearances required.
 - 4. Show wiring or piping diagrams and controls as necessary.
- B. Manufacturer's standard schematic drawings and diagrams: 1) Modify drawings and diagrams to delete information which is not applicable to the work; 2) Supplement standard information to provide information specifically applicable to the work.

1.04 SAMPLES

- A. Office samples shall be adequate to clearly illustrate: 1) Functional characteristics of the product, with integrally related parts and attachment devices; 2) Full range of color, texture, pattern, operation, use, etc.

1.05 SUBMISSION REQUIREMENTS

- A. Transmittal Letter and Submittals:
 - 1. Use transmittal forms acceptable to the Engineer.
 - 2. One copy only, with each item completed, is required for each submittal.
 - a. Submittals tendered with incomplete "Transmittal Letters" will be returned for resubmission.

- B. Number of submittals required:
 - 1. Shop Drawings: Submit the number of opaque reproductions which the Contract Documents require, but in no case less than six (6) copies. Three (3) copies of each will be retained by the Engineer for the project files. Three (3) copies will be stamped, indicating any additional requirements, and returned to the Vendor.

1.07 RESUBMISSION REQUIREMENTS

- A. Make any corrections or changes in the submittals required and resubmit until approved.
- B. Shop Drawings and Product Data
 - 1. Revise initial drawings or data, and resubmit as specified for the initial submittal.
 - 2. Indicate changes which have been made other than those requested by the Engineer.
- C. Samples: Submit new samples as required for initial submittal.

1.08 ENGINEER'S DUTIES

- A. Review submittals with reasonable promptness and in accord with project schedule. Affix stamp and initials or signature, and indicate requirements for resubmittal, or review of submittal.
- B. Return submittals to Contractor for distribution or for resubmission.

END OF SECTION

SECTION 11010

TECHNICAL SPECIFICATIONS FOR THE EVAPORATOR EQUIPMENT FOR THE CITY OF HATTIESBURG FOR THE USA YEAST PLANT SITE

PART 1 - GENERAL

1.01 PROCESS DESIGN INFORMATION

- A. Feed liquid – 6% total solids
- B. Flow quantity – 125,000 lbs/hr
- C. Feed liquid viscosity – 7.4 cp
- D. Concentrate – 57% total solids
- E. Concentrate flow rate – 13,158 lb/hr
- F. Concentrate viscosity – 418 cp
- G. Evaporation rate (clear condensate production rate) – 111,842 lb/hr
- H. Operation – 24 hr/day
- I. Feed liquid is cane molasses residual fermentation spent beer that is very prone to scaling. The design must limit scaling and is easily cleaned in place by chemical cleaning.

1.02 SCOPE OF WORK

- A. Provide design, engineering, and equipment for a complete evaporator system that utilizes a combination of falling film (FF) and forced circulation (FC) effects. The system, once installed will be a fully operational system that will receive feed liquid and discharge concentrate and will have an evaporation rate (clear condensate production rate). All design, engineering, and equipment for the complete evaporator system and structural steel support is included in the scope of work. The evaporator equipment and structural steel support system shall be installed by USA Yeast, Inc.. The design, engineering, and equipment package will include the following:
 - 1. Control logic – All control logic for operation of the entire evaporator system that can be converted into Honeywell based DCS logic
 - 2. Control instruments – All field instruments and specifications in the evaporator system such as level control, flow control, pressure control, density control, etc. Instruments must be foundation fieldbus compatible.
 - 3. Falling film evaporator effects including heating elements and vapor separators, with all internals including demisters to make the effects fully operational.
 - 4. Forced circulation evaporator effects including heating elements and vapor separators, with all internals including demisters to make the effects fully operational.
 - 5. Piller type mechanical vapor recompressors (MVR) complete and skidded with their electrical including Variable Frequency Drive (VFD).
 - 6. Thermal vapor recompressor (TVR)

7. Feed liquid pre-heater/process condensate cooler
8. Surface condenser and vent gas condenser
9. Concentrate flash tank and gear pump for pumping concentrate to concentrate storage tank.
10. Steam condensate collection system including tank, pump, and associated piping within the evaporator system to return steam condensate back to the boiler. The steam condensate return should be no less than 95% of the steam delivered to the evaporator system.
11. Centrifugal pumps with bases, TEFC motors, and double mechanical seals. Pump specifications to include GPM, TDH, NPSH, and materials of construction.
12. Vacuum system consisting of a liquid ring vacuum pump and TEFC motor with discharge tank and seal liquid cooling system. There is to be an inline standby vacuum pump system provided with quick change over capability. The units are to come as a skid mounted package.
13. Pre-fabricated large diameter piping and vapor ducts between heat exchangers, vapor bodies, and circulation pumps.
14. All necessary interconnecting piping, other than large diameter piping stated above, including feed piping, product piping, CIP piping, recirculation piping, process and steam condensate piping, etc. All piping, valves, and fittings as necessary to operate the entire system.
15. Valves including control valves, open/close auto valves, manual valves, pressure relief valves, etc. including specifications and materials of construction.
16. Clean In Place (CIP) using process pumps and CIP pumps as needed. This includes the ability to CIP any individual effect while the other effects are operating. Includes the capability to CIP the entire system at once. The CIP tanks to be supplied by USA Yeast. The CIP pump to be supplied by the evaporator supplier along with pump specifications.
17. The structural steel support to provide support for the entire evaporator system, including cat walks, railings, stairs, ladders, and galvanized steel grating. The support structure must go to the top of the evaporator effects to allow maintenance access from bottom to top of all effects. The structure to be supplied painted with high grade epoxy paint. Specifications for the concrete support slab on which the support structure will sit will be provided and will include loadings (support structure and evaporator flooded and operating) and drain, anchor bolt, etc. locations. The structural support drawings must be stamped by a structural Professional Engineer licensed in Mississippi.
18. Supervision services for the erection of the evaporator system and support structure will be provided. Also, supervision will be provided for start-up and commissioning of the evaporator system. The cost per man hour of supervision services to be offered separately.
19. An onsite training program for USA Yeast employees shall be provided. Bid Package shall include the number of training hours being provided plus rates per man hour for additional training.
20. An operation and maintenance manual including all out sourced equipment is to be provided as part of the design, engineering, and equipment package.

21. A spare parts list to be provided for all equipment including evaporator tubes, mechanical vapor recompressor, vacuum system, etc. Price list to be included.
22. Shipping of equipment and structural steel from evaporator equipment supplier location to the USA Yeast job site. The evaporator supplier will be responsible for loading the trucks at their location. The equipment will be shipped on skids, in crates, or whatever way is necessary to assure delivery to the job site in an undamaged condition. Any damage due to loading or inadequate shipping preparation will be the responsibility of the evaporator supplier.

1.03 ITEMS EXCLUDED FROM THE SCOPE OF WORK

- A. Receiving, unloading, and storing of equipment and structural steel.
- B. Civil works, foundation , and lighting
- C. Field installation of the evaporator equipment on the support structure.
- D. Electrical connectors with starters, disconnects, and inter-connecting wiring and conduits to motors and instrumentation. Motor control centers except for the mechanical vapor recompressors that will come supplied by the evaporator supplier skid mounted and wired.
- E. Honeywell DCS to control the evaporator system.
- F. Feed liquid pump, TEFC motor, double mechanical seals, and base. Evaporator supplier to provide specifications.
- G. Insulation of necessary equipment.
- H. Necessary collection tanks for liquid feed to the evaporator system and for the concentrate and condensate discharge from the evaporator system. The CIP tanks both caustic and acid.
- I. Utilities – 480V power, auxiliary steam supply, cooling water, instrument and valve air.
- J. Tie-in to evaporator supplier's piping at the evaporator system perimeter for feed liquid, process condensate, concentrate, steam, steam condensate return to boiler, and cooling water.
- K. Necessary permits, licenses, taxes, etc.

1.04 SUBMISSION OF DRAWINGS

- A. The evaporator supplier will submit process flow drawings (PFD), piping and instrumentation drawings (P&ID), and general arrangement drawings (GAD). These drawings will give all necessary information for the erection of the Evaporator system and the structural support. The drawings will contain all motor horsepower information and locations for pumps and other motorized equipment. The drawings will include all control instruments, specifications, and locations. The drawings will include all equipment locations, loadings for concrete slab, and location of drains, anchor bolts, etc. in the concrete slab. Drawings must be approved by USA Yeast prior to manufacture of equipment. Bidder's time to submit the above shall be listed in the Bid Proposal.

1.05 PRODUCT TEMPERATURE

- A. The maximum product temperature inside the final evaporator effect where the concentrate is discharged is not to exceed 185 degrees F. The remaining effects will have a maximum temperature range between 159 to 176 degrees F.

1.06 STEAM REQUIREMENTS

- A. The operating requirement will be a maximum of 2700 lbs/hr at 125 psi. The maximum boiler size will be 150 bhp.
- B. Cold start-up steam requirement is to be a maximum of 8600 lbs/hr at 125 psi. (extra steam will come from standby boiler)
- C. Cold start-up will require a maximum of three (3) hours to reach normal operation.

1.07 INSTRUMENT AND VALVE AIR

- A. To be specified (cfm, psi)

1.08 COOLING WATER REQUIREMENTS

- A. Cooling water to be supplied at 125 GPM maximum and 90 degrees F. Pressure to be specified.

1.09 MISCELLANEOUS EQUIPMENT VENDORS OPTIONS

- A. Control instruments – Emerson-Rosemount, Endress-Hauser
- B. Globe control valves – Fisher
- C. Density control – Micromotion, Endress-Hauser
- D. Gear pumps – Viking (for concentrate)
- E. Centrifugal pumps – Goulds
- F. Butterfly valves – Bray
- G. Ball valves – Flowtech
- H. Pressure relief valves - Kunkle

1.10 AUTOMATION

- A. The entire evaporator system to be fully automated for start-up, operation, shut-down, and CIP. Require monitoring only during operation and minimal human intervention during start-up and shut-down. CIP of entire system or single effect to be totally automated.

1.11 ASME CODE

- A. The evaporator will be designed and fabricated to ASME code

1.12 MATERIALS OF CONSTRUCTION

- A. Product process side surfaces – 316L s/s

- B. Process side vapor – 304 s/s
- C. Process side mechanical vapor recompressor – 304 s/s with duplex 2205 impellers
- D. Evaporator effect skirts and other non-process items – 304 s/s

1.13 SUPPORT STRUCTURE

- A. Welded, epoxy painted structural steel fabrication for supports and beams.
- B. According to the evaporator supplier's general arrangement drawing (GAD) the evaporator system will be securely mounted by USA Yeast on one process equipment support structure. The support structure will be designed by the evaporator supplier to withstand the weights of the equipment and forces anticipated during operation and flooded conditions. Sub-systems inside the evaporator battery limits will be securely bolted/mounted (by USA Yeast) including piping, heaters, control instruments, pumps, conduits, etc. The structural support will include steel rails, steel ladders, catwalks, stairs (bottom to top) and grating for maintenance access. The design will allow for maintenance access throughout the evaporator system. The structure is to be designed to withstand 125 MPH sustained winds and a seismic code of Ss-16.8; S1-7.6. The entire footprint of the evaporator and support structure will not exceed an area of 100' X 60'. This area will include space for the future addition of one each falling film and forced circulation effects.

NOTE: To be verified by successful bidder.

1.14 VACUUM SYSTEM

- A. To come skid mounted with an in-line stand-by with quick swap over capability.

1.15 PLATE HEAT EXCHANGERS

- A. To come skid mounted with all connections ready for tie-in.

1.16 TRAINING

- A. The evaporator supplier will provide an onsite training program as part of the bid package. The evaporator supplier to provide rates per man hour for training personnel and estimated training time required.

1.17 INSPECTION AND START-UP

- A. The evaporator supplier will provide an estimate of expected man hours for inspection during erection and during start-up and commissioning. The rate per man hour to be provided.

1.18 DELIVERY

- A. The delivery of all equipment and support structure to the USA Yeast jobsite shall be listed in the Bid Proposal.

1.19 WARRANTY

- A. Evaporator supplier to provide a one (1) year written warranty on all equipment supplied.

1.20 PERFORMANCE GUARANTEE

- A. The evaporator supplier must perform a performance guarantee test once the evaporator system has been brought on line. This test will be performed with an evaporator supplier representative on site to witness the test. If the performance test fails it will be the evaporator supplier's responsibility to correct the non-performance issue(s) at its expense within a reasonable length of time.

1.21 SUMMARY

- A. Each bidder to provide a detailed summary of the components of the evaporator equipment to be supplied and performance.

PART 2 - PRODUCTS – NOT APPLICABLE

PART 3 - EXECUTION - NOT APPLICABLE

-END OF SECTION-