

City of Hattiesburg, MS

*200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401*



Meeting Agenda

Tuesday, December 6, 2016

5:00 PM

Council Chambers

City Council

I. Call to Order**II. Call to Prayer and Pledge of Allegiance****III. Agenda Order****IV. Approval of Minutes** *for the November 7, 8, 21, 22 and 28, 2016, City Council meetings.***V. PRESENTATION AGENDA****VI. POLICY AGENDA**

- VI.1. 2016-90** Adopt a resolution that the Hattiesburg Grocery Company Complex at 300 Klondyke Street be named in honor of William T. (Bill) Russell Jr., and be known as the William T. (Bill) Russell Jr., Complex.
1. RES-Hattiesburg Grocery Co. Complex
- VI.2. 2016-85** Adopt a Resolution authorizing the form of and execution of a Development and Reimbursement Agreement between Midtown Investors, LLC, a Mississippi Limited Liability Company, and the City of Hattiesburg, Mississippi; and for related purposes.
1. Resolution Midtown Investors, LLC
 2. Exhibit A: Elam Arms Development & Reimbursement Agreement 12-6-16
- VI.3. 2016-87** Adopt a Resolution appointing Mary Holly Hammett as Municipal Court Prosecutor, Post 2, for the City of Hattiesburg.
1. Hammett Resume
 2. Resolution Hammett
- VI.4. 2016-84** Adopt a Resolution declaring certain items as surplus; authorize the sale of said items at auction and the removal of said items from the inventory of the Hattiesburg Police Department. (see attached list)
1. Resolution of surplus items 12-6-16
 2. Memo-Parker
 3. Surplus Items

- VI.5. 2016-78** Adopt a Resolution authorizing Disbursement No. 10 from the Project Fund Escrow Account in connection with certain Equipment Lease/Purchase Agreement, dated as of February 4, 2016, by and between Banc of America Public Capital Corp and the City of Hattiesburg.

1. Energy Performance Disbursement 10

- VI.6. 2016-80** REMOVED.

- VI.7. 2016-91** Authorize Mayor to execute an agreement with Jimmy G. Gouras, Urban Planning Consultants, Inc. for consulting services in connection with obtaining up to \$1,000,000.00 in Developmental Infrastructures Funding(DIP) from the Mississippi Development Authority.

1. Gouras Agreement

- VI.8. 2016-75** Authorize Mayor to execute an LED Lighting Proposal with Mississippi Power Company to upgrade lighting around the playground area at Kamper Park for a net increase in the monthly account of \$105.97.

1. Kamper Park Lighting Proposal

- VI.9. 2016-64** Approve Microenterprise Assistance Grant for Hair Creations by Sheila in an amount not to exceed \$10,000.00 and authorize the execution of the grant agreement in triplicate for same.

1. Microenterprise Assistance Program Grant for Hair Creations by sheila.
2. Revised Application

VII. ROUTINE AGENDA

- VII.1. 2016-92** Acknowledge receipt of request filed by Leonard Busby, Capturion Network, LLC, to appeal the Urban Development Director's denial of a request to convert a static billboard to a tri-vision billboard located at 5012 US Highway 98; Pattie Brantley, Urban Development Director, denied the application on October 10, 2016 based on LDC 95.12 2.; re-schedule the public hearing before City Council (previously set for 4 p.m. December 5, 2016) for 4:00 p.m. January 3, 2017; and authorize publication of Public Notice of Appeal Public Hearing.
1. 5012 US Hwy 98 - Sign Application - Billboard
 2. Appeal Letter - Capturion Network October 17 2016
- VII.2. 2016-86** Acknowledge and accept as a donation a 2007 Ford F250 from the Emergency Management District; authorize vehicle to be placed on the Public Works Department Inventory.
1. Letter of Donation
- VII.3. 2016-83** Acknowledge receipt and execution of the Homeland Security Cooperative Grant Agreement in the amount of \$8,000.00. (nunc pro tunc)
1. Homeland Security Cooperative Grant, 12-06-16
- VII.4. 2016-79** Acknowledge receipt of Notice of Award letter sent to Walters Construction Company, Inc. for the Edwards Street to Hall Avenue Pathway Project.
1. Notice of Award Letter
- VII.5. 2016-81** Acknowledge receipt of Notice of Award Letter sent to Thompson Brothers Drilling for the COMSWIP 1500 GPM Wesley Well No. 2 Project.
1. Notice of Award Letter
- VII.6. 2016-76** Approve plans and specifications for COMSWIP Water Improvements Phase IV-Miscellaneous Connections Project; Authorize the advertisement for bids for same.
1. Plans
 2. Specifications
 3. Bid Advertisement
 4. Opinion of Probable Cost Letter

VII.7. 2016-82 Approve claims docket for the period ending November 30,2016.

1. 11-30-2016 docket



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

FILE NUMBER: 2016-90

MEETING DATE: 12/06/2016

MINUTE BOOK NUMBER:

Brief Title: RES-Hattiesburg Grocery Co. Complex

Title: Adopt a resolution that the Hattiesburg Grocery Company Complex at 300 Klondyke Street be named in honor of William T. (Bill) Russell Jr., and be known as the William T. (Bill) Russell Jr., Complex.

Type: Resolution

Drafter: Cecilia Jones

In Control: City Council

Reference:

Attachments: RES-Hattiesburg Grocery Co. Complex

File Created: 11/30/2016

Budget Information:

Expenditure Type:

Purchasing Item:

Publication Information:

History of Legislative File

RESOLUTION

WHEREAS, the City of Hattiesburg from time to time honors and memorializes certain individuals who have made a significant contribution to the City, state or nation: and,

WHEREAS, William T. (Bill) Russell, Jr., attended Hattiesburg High School and the University of Southern Mississippi, and became a very familiar face in Hattiesburg beginning in 1964, when he began working for his father at the Hattiesburg Grocery Company; and,

WHEREAS, Mr. Russell spent 38 years as a Hattiesburg merchant, and during that time contributed to the community as a member of the Kiwanis Club and the Chamber of Commerce; and,

WHEREAS, he served several years as a board member, and was the president in 1992, of the Mississippi Wholesale Grocers Association; and,

WHEREAS, Mr. Russell sold Hattiesburg Grocery Company in 2002 and retired, and now travels with his wife, Jeanette, to visit their children and grandchildren; and,

WHEREAS, Mr. Russell has very generously donated the Hattiesburg Grocery Company Complex as the temporary housing location for the Hattiesburg Police Department; and,

WHEREAS, the governing authorities of Hattiesburg desire to honor and memorialize Mr. Russell’s generosity and his imprint on the community;

NOW THEREFORE, BE IT RESOLVED, THAT THE MAYOR AND CITY COUNCIL OF THE CITY OF HATTIESBURG hereby name the complex located at 300 Klondyke Street the William T. (Bill) Russell Jr., Complex.

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Council member _____, seconded by Council member _____, and was adopted by the following, to wit:

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 6th day of December, 2016.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 6th day of December, 2016.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

**RESOLUTION AUTHORIZING THE FORM OF AND EXECUTION OF
A DEVELOPMENT AND REIMBURSEMENT AGREEMENT
BETWEEN MIDTOWN INVESTORS, LLC, A MISSISSIPPI LIMITED
LIABILITY COMPANY, AND THE CITY OF HATTIESBURG,
MISSISSIPPI; AND FOR RELATED PURPOSES.**

WHEREAS, the Mayor and Council of the City of Hattiesburg, Mississippi (the “Governing Body” of the “City”), acting for and on behalf of the City, hereby finds, determines and adjudicates and declares as follows:

1. Under Sections 21-45-1 *et seq.*, Mississippi Code of 1972, as amended from time to time (the “TIF Act” or the “Act”), the City is authorized to undertake and carry out redevelopment projects (as defined in the Act) in connection with redevelopment plans (as defined in the Act) and also to carry out such projects jointly with Forrest County, Mississippi (the “County”), within the City in order to encourage private redevelopment therein and is authorized to finance such redevelopment, including the Project and related infrastructure, through the issuance of tax increment financing bonds.

2. In accordance with the TIF Act, the Governing Body of the City, by Resolution dated May 6, 2014, adopted and approved a Tax Increment Financing Plan, Midtown Hattiesburg Project, February 2014, which was amended by Resolution dated June 21, 2016 (the “TIF Plan”), providing for the issuance of not to exceed the principal amount of \$15,000,000 tax increment limited obligation bonds of the City to fund certain public infrastructure improvements in support of the private development and redevelopment of the Midtown Hattiesburg District, of which not to exceed \$9,000,000 (the “Elam Arms TIF Bonds”) is to be used to fund the public infrastructure improvements supporting the Elam Arms Development as defined in the TIF Plan.

3. As authorized by the TIF Act and as contemplated by the TIF Plan, the City and Midtown Investors, LLC, a Mississippi Limited Liability Company (the “Developer”) now desire to enter into a Development and Reimbursement Agreement to induce the Developer to undertake the acquisition and construction of the Midtown Hattiesburg Project, and in particular, the Elam Arms Development and necessary public infrastructure improvements related to the development as fully described in the TIF Plan.

4. It is necessary to approve the form of the Development and Reimbursement Agreement and the execution thereof.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY, AS FOLLOWS:

SECTION 1. That the Development and Reimbursement Agreement is hereby approved in the form attached hereto as **Exhibit A**, and that the Mayor and City Clerk are hereby authorized to execute the Development Agreement in substantially the same form, for and on behalf of the City.

SECTION 2. For cause, this resolution shall become effective immediately upon the adoption thereof.

SO RESOLVED, this the 6th day of December, A.D., 2016.

Council member _____ moved the adoption of the foregoing Resolution, which motion was seconded by Council member _____ and after the same had been read and considered section by section and put to a roll call vote, the result was as follows:

YEAS:

NAYS:

The President thereby declared the motion carried and the resolution adopted, this the 6th day of December, 2016.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 6th day of December, 2016.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Exhibit A

Development and Reimbursement Agreement

(See attached)

DEVELOPMENT AND REIMBURSEMENT AGREEMENT

THIS DEVELOPMENT AND REIMBURSEMENT AGREEMENT is made and entered into as of _____, 2016 (this “Agreement”), by and between **THE CITY OF HATTIESBURG, MISSISSIPPI** (the “City”), a body politic of the State of Mississippi (the “State”), and **MIDTOWN INVESTORS, LLC**, a Mississippi limited liability company (the “Developer”).

WITNESSETH:

WHEREAS, the City is in the process of encouraging the development and redevelopment of the Midtown Hattiesburg District within the City adjacent to the University of Southern Mississippi, Forrest General Hospital and related medical facilities which is expected to include the construction of major new facilities at the University of Southern Mississippi including buildings to house the School of Nursing, a new School of Business, new Student Housing, an Administrative Services Building for the Hattiesburg Clinic, a new full service hotel, restaurants, professional office buildings, the Elam Arms Development as defined herein and other public and private investment in excess of \$200,000,000 (the “Project”);

WHEREAS, the Elam Arms Development will be located at the former Elam Arms dormitory site on approximately 6.9 acre site of land south of Hardy Street between 30th and 31st Avenue within the City as set forth in the TIF Plan (the “Elam Arms Development Site”) and will include a 100 plus room luxury full service hotel and stand-alone restaurant, 46,000 square feet of retail space, including 7 restaurants and various retail spaces, and 14 apartments in phase one and a 10,000 square foot retail building and luxury apartment complex as phase two, representing public and private investment estimated to be approximately \$59,000,000.00 (the “Elam Arms Development”); and

WHEREAS, pursuant to Sections 21-45-1 *et seq.*, Mississippi Code of 1972, as amended from time to time (the “TIF Act” or the “Act”), the City is authorized to undertake and carry out redevelopment projects (as defined in the Act) in connection with redevelopment plans (as defined in the Act) and also to carry out such projects jointly with Forrest County, Mississippi (the “County”), within the City in order to encourage private redevelopment therein and is authorized to finance such redevelopment, including the Project and related infrastructure, through the issuance of tax increment financing bonds; and

WHEREAS, in accordance with the TIF Act, the City, by Resolution dated May 6, 2014, as amended by Resolution dated June 21, 2016, adopted and approved a Tax Increment Financing Plan, Midtown Hattiesburg Project, February 2014, as amended February 2016 (the “TIF Plan”) authorizing the Project for purposes of tax increment financing and indicating the City’s intent, pursuant to further proceedings and subject to certain conditions precedent, to issue tax increment financing bonds in one or more series in an aggregate principal amount of not to exceed Fifteen Million Dollars (\$15,000,000) to fund all or a part of the costs of public infrastructure improvements supporting the Project, of which not to exceed Nine Million Dollars (\$9,000,000) (the “Elam Arms TIF Bonds”) is to be issued in order to finance all or a part of the costs of public infrastructure improvements supporting the Elam Arms Development; and

WHEREAS, in order to secure and provide for the payment of the principal of and interest on the Elam Arms TIF Bonds, the City and the County will pledge up to one hundred percent (100%) of their respective share of the increase in ad valorem real and personal property taxes generated by the development of the Elam Arms Development (excluding levies for public school, library, police and fire retirement purposes) and up to one hundred percent (100%) of the retail sales tax rebated from the State of Mississippi and generated by, and within the boundaries of the Elam Arms Development Site, all as provided in the TIF Plan (the “Tax Increment”); and

WHEREAS, in addition to Elam Arms TIF Bond proceeds, there is the possibility that Development Infrastructure Funds (DIP), or other funds may also be provided by the State of Mississippi and other local funding sources of the City or County that may be used to fund certain of the costs of the acquisition and construction of the public infrastructure improvements necessary for the Elam Arms Development and the Project if same is authorized by the funding agency and by law (“Other Lawfully Available Funds”); and

WHEREAS, the Developer is proceeding to acquire and construct the Project, including the Elam Arms Development, and public infrastructure improvements and is requesting the City, acting on behalf of itself and on behalf of the County pursuant to an Interlocal Agreement or a Regional Economic Development Agreement pursuant to the REDA Act between the City and County, to confirm its commitment to issue the Elam Arms TIF Bonds as provided herein, and to the extent authorized by law make available Other Lawfully Available Funds, if any, for purposes of reimbursing all or part of the costs of acquiring and constructing the infrastructure improvements defined in this Agreement and the TIF Plan; and

WHEREAS, proceeds of the Elam Arms TIF Bonds and Other Lawfully Available Funds, if any, will be used in accordance with the TIF Act, TIF Plan, this Agreement and any pertinent lending or granting agency requirements to pay cost of constructing various public infrastructure improvements of the Project, including the Elam Arms Development, and shall include, but not limited to, installation of utilities such as water and sanitary sewer; and natural gas lines; relocation of utilities; installation and relocation of electrical services; installation of storm drainage; construction of roadways with curb and gutter, construction of public and private parking facilities, sidewalks; fire protection, installation of traffic signalization and signage; grading; lighting and landscaping of rights-of-way; purchase of rights-of-way necessary for the installation of the infrastructure improvements described hereinabove; capitalized interest, engineering; TIF Plan preparation fees; other incidental cost; and related professional fees for the Project, and such other infrastructure as may be authorized pursuant to a REDA authorized certificate of convenience and necessity, all as enumerated in the TIF Plan (the “Infrastructure Improvements”); and

WHEREAS, the City and the Developer now desire to enter into this Agreement pursuant to the Act in order to, among other things, provide for (a) the construction and installation of the Elam Arms Development and the Infrastructure Improvements by the Developer; (b) the issuance of the Elam Arms TIF Bonds by the City in order to finance all or a part of the costs of the Infrastructure Improvements and the costs incident to the sale and issuance of the Bonds; and (c) provide for the use of Other Lawfully Available Funds, if any, to fund part of the costs of the Infrastructure Improvements.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the parties hereto intend to be legally bound hereby and in consideration of mutual covenants hereinafter contained do hereby agree as follows:

1. UNDERTAKINGS OF THE CITY. Subject to the conditions herein stated, the City agrees as follows:

a. The City will affect such procedures with respect to the sale and issuance of the Elam Arms TIF Bonds, including, without limitation, the adoption of appropriate resolutions and such other procedures and documents as may be required by the Act.

b. Prior to the Termination Date (as defined herein), the City will use all reasonable efforts to sell and issue the Elam Arms TIF Bonds, in one or more series, in an amount not to exceed Nine Million Dollars (\$9,000,000) pursuant to the Act on such terms, conditions, principal amount and rates of interest as shall be mutually agreeable to the City and to the Purchaser (as defined herein) as may be reasonably supported by the Tax Increment pledge; provided, however, that the Elam Arms TIF Bonds will not be sold and issued until such time as the Developer has complied with the requirements of Paragraph 3 hereof.

c. The sale of the Elam Arms TIF Bonds shall be by negotiated sale to one or more purchasers (the "Purchaser").

d. Pursuant to the resolution or resolutions of the City authorizing the sale and issuance of the Elam Arms TIF Bonds (collectively, the "Bond Resolution"), the proceeds from the sale of the Elam Arms TIF Bonds will be delivered to the City or to a financial institution selected by the City for handling and distribution according to the terms of the Bond Resolution and the Act.

e. Among other provisions, the Bond Resolution will provide that proceeds from the sale of the Elam Arms TIF Bonds shall first pay the City's costs incurred in connection with the Project, which shall include but not be limited to the expenses, costs and fees incurred by the City engineer in connection with the TIF Plan and this Agreement, including cost of issuance of the Elam Arms TIF Bonds and funding a reserve, if any, to pay any debt service on the Elam Arms Bonds that will be due and payable before the first Tax Increment is received by the City and any reserve that may be required by the Purchasers, and then the proceeds shall next be used to reimburse Developers for eligible costs, in an amount not to exceed \$9,000,000, for installing and constructing the Infrastructure Improvements; and the remainder of the Elam Arms TIF Bond proceeds, if any, shall be disbursed by the City in the manner authorized by the Act. The Bond Resolution will provide that upon final maturity of the Elam Arms Bonds and provided amounts on deposit in any reserve fund or surplus fund are not necessary to make the debt service payment for the Elam Arms Bonds on the next interest payment date, the City shall reimburse Developer from such available monies, if any, on deposit in the reserve or surplus funds an amount that shall not exceed the approved eligible costs determined in accordance with this Agreement to the extent same were not previously reimbursed.

f. The Elam Arms TIF Bonds shall mature at such time or times not exceeding fifteen (15) years from their date, may be subject to redemption at such times and at such premiums and shall be in such form and in all other respects be of such detail and issued under such conditions as may be determined by the City in the Bond Resolution.

g. The Elam Arms TIF Bonds will be secured by a pledge from the City and the County of the Tax Increment as defined hereinabove.

h. Costs of issuance for the Elam Arms TIF Bonds, including, but not limited to, the fees and expenses of City Counsel, Bond Counsel, and Financial Advisor will be paid from the proceeds of the Elam Arms TIF Bonds; provided, however, that if the Elam Arms TIF Bonds are not issued within three (3) years from the date of this Agreement, fees and expenses incurred by the City Attorney, Bond Counsel, and Financial Advisor, if any, will be paid promptly by the Developer.

i. Within a reasonable time after adoption of all proceedings of the City required by the Act for the sale and issuance of the Elam Arms TIF Bonds, the City shall submit the same for validation under the provisions of Sections 31-13-1, *et seq.*, Mississippi Code of 1972, as amended from time to time, and will prosecute said validation proceedings and secure therein a final decree of the Chancery Court of Forrest County, Mississippi validating the Elam Arms TIF Bonds.

j. The City will use reasonable efforts to apply for and secure DIP grant for purposes of providing additional funds to reimburse Developer a portion of the Infrastructure Improvement costs to be acquired and constructed by the Developer.

k. The City's obligation to reimburse the Developer under this Agreement is further limited to the Developer's actual costs to install and construct the Infrastructure Improvements and shall in no event exceed the lesser of \$9,000,000 or Elam Arms TIF Bond proceeds available after the distribution in accordance with the Bond Resolution and Paragraph 1(d) and (e) of this Agreement. Furthermore, the City's obligation to expend funds or reimburse the Developer is expressly limited to funds available under this Agreement and the Bond Resolution from bond proceeds derived from the sale and delivery of the Elam Arms TIF Bonds and available after distribution in accordance with the Bond Resolution and Paragraph 1(d) and (e) of this Agreement, and such Other Lawfully Available Funds, including DIP, if any.

2. UNDERTAKINGS OF THE DEVELOPER. Subject to the conditions herein stated, the Developer agrees as follows:

a. The Developer will endeavor to timely construct the Elam Arms Development in accordance with the TIF Plan and in accordance with the building codes of the City and all other applicable federal, State, County and City laws and regulations.

b. The Developer will endeavor to timely construct and install the Infrastructure Improvements in accordance with the building codes of the City and all other applicable federal, State, County and City laws and regulations. The Developer

shall submit plans and specifications with respect to the Infrastructure Improvements to the City and such plans and specifications shall be subject to the approval of the City.

c. The Developer will prepare and file with the City a Preliminary Plat and Final Plat in connection with the Elam Arms Development and the Project in accordance with the City's zoning and subdivision regulations.

d. In connection with the construction and installation of the Elam Arms Development, the Project, and the Infrastructure Improvements, the Developer will obtain all necessary approvals from all applicable federal, State, County, City, and other governmental agencies.

e. The Developer will execute all appropriate documents necessary to complete the sale and issuance of the Elam Arms TIF Bonds and to the extent required by the City, the Developer will enter into a Tax Payment and Assessment Agreement with the City pursuant to which the Developer will agree, among other things, (i) to timely pay its pro rata share of all ad valorem and other taxes in connection with the Elam Arms Development, (ii) not to contest the tax assessment on its portion of the Elam Arms Development in a manner that would result in a reduction of the assessed value of the Developer's portion of the Elam Arms Development to an amount less than an amount required to generate and maintain sufficient Tax Increment necessary to fund debt service on the Elam Arms TIF Bonds.

f. The Infrastructure Improvements will be constructed and installed to City standards and specifications to allow for their dedication or conveyance to the City.

g. Following their installation and construction and in a manner and form satisfactory to the City, the Developer will dedicate or convey or have dedicated or conveyed to the City, the Infrastructure Improvements and, if required by the nature of such Infrastructure Improvements, convey or have conveyed easements to the City in connection with such Infrastructure Improvements.

h. The Developer assumes the risk of proceeding with construction of the Elam Arms Development, the Project and Infrastructure Improvements prior to sale and issuance of the Elam Arms TIF Bonds, and acknowledges and agrees the City is not authorized or obligated to use its general fund to pay any part of the costs of the Elam Arms Development, the Project or the Infrastructure Improvements. In the event the Elam Arms TIF Bonds are not sold and delivered, no resulting liability shall accrue to the City, irrespective of expenditures made by Developer. In the event the Elam Arms TIF Bond proceeds are insufficient to pay the costs of the Infrastructure Improvements, the Developer agrees to pay such deficiency necessary to complete the Infrastructure Improvements as set forth herein.

i. The Developer shall maintain separate records on the costs of the Infrastructure Improvements in a manner so as to aid the City in accounting for costs eligible for reimbursement under this Agreement.

3. CONDITIONS PRECEDENT TO ISSUANCE OF THE BONDS. Prior to the sale and issuance of the first series of Elam Arms Bonds, the Developer shall, in connection with construction and installation of the Elam Arms Development described in the TIF Plan and summarized in **EXHIBIT A** to this Agreement, and the Infrastructure Improvements, have (i) secured all necessary approvals from applicable federal, State, County, City and other governmental agencies; (ii) completed, at Developer's own cost, the acquisition, construction and installation of the Infrastructure Improvements to City standards and specifications; (iii) dedicated the completed and installed Infrastructure Improvements to the City; (iv) completed, at the Developer's own costs, acquisition, installation and construction of the Elam Arms Development; (v) been issued a certificate of completion and occupancy for the Elam Arms Development, and which development shall be open for business; (vi) executed such documents as the City may require pursuant to Paragraph 2.e. of this Agreement; and (vii) agreed to and be in substantial compliance with the undertakings of the Developer set forth in Paragraph 2 of this Agreement. Upon satisfaction of the requirements of this paragraph 3, the City agrees to use its best efforts to timely sell and issue the Elam Arms TIF Bonds on a schedule mutually acceptable to the City and the Developer.

The Elam Arms TIF Bonds to be issued upon completion of the Elam Arms Development shall be in an amount not to exceed the lesser of a) the costs incurred by the City in connection with the Project and the costs incurred by the Developer in connection with the Infrastructure Improvements or b) the amount mutually agreeable to the City and Purchaser as may be reasonably supported by the City's and the County's pledge of the Tax Increment generated within the Elam Arms Development Site.

4. LIMITED OBLIGATION. The Elam Arms TIF Bonds will be limited obligations of the City payable solely from the Tax Increment and other moneys pledged therefor. Except for the Tax Increment, neither the faith, credit or taxing power of the City nor the faith, credit or taxing power of the State or any political subdivision thereof, including the City or the County, is pledged to the payment of the Elam Arms TIF Bonds.

5. TERMINATION. If the Elam Arms TIF Bonds are not issued and delivered on or before six (6) years from the date hereof, this Agreement shall thereupon terminate (the "Termination Date"); provided, however, that this Termination Date may be extended by the same amount of time as is reflected in any duly adopted TIF Plan Amendment. This Agreement may also be terminated by written agreement of the parties hereto. Upon termination of this Agreement, it is expressly understood that the Developer shall bear the sole responsibility and liability for all reasonable fees and expenses incurred by the City Attorney, Bond Counsel and Financial Advisor related, directly or indirectly, to the sale and issuance of the Bonds, and the preparation of this Agreement, recognizing that the City does not have the authority to pay such costs except from the proceeds of the Elam Arms TIF Bonds.

6. ADDITIONAL PROVISIONS.

a. This Agreement has been made by the City and the Developer and no person other than the foregoing and their successors and assigns shall acquire or have any right under or by virtue of this Agreement.

b. This Agreement shall become effective upon the execution and acceptance hereof by the parties hereto and shall be valid and enforced from and after the time of such execution and acceptance.

c. If any paragraph or part of a paragraph of this Agreement shall be declared null and void or unenforceable against any of the parties hereto by any court of competent jurisdiction, such declaration shall not affect the validity or enforceability of any other section or part of a paragraph of this Agreement.

d. In the event any agreement contained in this Agreement shall be breached and such breach shall thereafter be waived, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

e. This Agreement shall inure to the benefit of the City and the Developer and their respective successors and assigns.

f. This Agreement shall be governed as to validity, construction and performance by the laws of the State.

g. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall constitute but one and the same agreement.

h. No amendment, change, modification, alteration or termination of this Agreement shall be made other than pursuant to a written agreement signed by the City and the Developer.

IN WITNESS WHEREOF, the parties hereby have caused this Agreement to be duly executed as of the ____ day of _____, 2016.

CITY OF HATTIESBURG, MISSISSIPPI

By: _____
Council President

By: _____
Mayor

ATTEST:

City Clerk

MIDTOWN INVESTORS, LLC

By: _____

Name: _____

Title: _____

ATTEST:

Name: _____
Title: _____

EXHIBIT A

MIDTOWN HATTIESBURG DISTRICT PROJECT ELAM ARMS DEVELOPMENT

The Development is anticipated to consist of a 100 plus room luxury full service hotel and stand-alone restaurant, 46,000 square feet of retail space, including 7 restaurants and various retail spaces, and 14 apartments in phase one and a 10,000 square foot retail building and luxury apartment complex as phase two, representing public and private investment estimated to be approximately \$59,000,000.00; all as further described in the TIF Plan.

Mary Holly Hammett
(601) 337-8221
November 16, 2016

Experience	<i>Attorney, Solo Practitioner</i> Hattiesburg, MS	2014-present
	<i>Manager Trainee/ Manager/Adm. Associate</i> Hattiesburg Clinic, P.A.	2010-2016
	<i>Attorney 3, 4</i> Corrections Attorney Louisiana Office of Juvenile Justice	2002- 2009
	<i>Asst. Juvenile Public Defender</i> Jefferson Parish Indigent Defender Board	1998-2002
	<i>Law Clerk to the Chief Judge</i> 24 th Judicial District Court	9/1996-1997
	<i>Asst. Adult Public Defender</i> Jefferson Parish Indigent Defender Board	3/1996-9/1996
	<i>Tax Accountant</i> KPMG Peat Marwick	8/1995-4/15/1996
Instructor	Paralegal classes at Louisiana Community College & Tulane University. Legal Seminars for Criminal Defenders Association and Louisiana Office of Juvenile Justice.	
Law Licenses	Mississippi and Louisiana	
Education	Louisiana State University/ Paul M. Hebert Law Center Baton Rouge, LA	Juris Doctorate 1995
	Mississippi State University Starkville, MS	Cum Laude Bachelor Accounting 1992
Community	Teach children ping-pong at Merit Health. Tutor LEP children in spelling, reading, language arts and science. Member Grace Temple Church.	

RESOLUTION

**RESOLUTION FOR APPOINTING MUNICIPAL PROSECUTOR, POST 2
FOR THE CITY OF HATTIESBURG**

WHEREAS, the Council recognizes the need to appoint a Municipal Prosecutor, Post 2 and
WHEREAS, the Council desires the administration of the City to continue to operate its routine functions.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HATTIESBURG:

Section 1. That Mary Holly Hammett be and is hereby appointed as Municipal Prosecutor, Post 2, effective December 6, 2016 until further ordered.

Section 2. That public interest and necessity requiring same, this Resolution shall become effective immediately from and after passage.

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Council member _____, seconded by Council member _____, and was adopted by the following vote, to-wit:

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 6th day of December, 2016.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 6th Day of December, 2016.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

RESOLUTION

WHEREAS, the City of Hattiesburg finds and determines that certain items(per attached list) is no longer needed for municipal or related purposes and is not to be used in the future operation of the City; and

WHEREAS, the Governing Authorities of the City of Hattiesburg are authorized and empowered in their discretion to dispose of said equipment in accordance with appropriate Miss Code statutes; and

WHEREAS, the Governing Authorities of the City of Hattiesburg desire to sell said assets at auction.

NOW, THEREFORE, BE IT RESOLVED that the Hattiesburg City Council does hereby declare surplus the following equipment, as per attached memo.

The foregoing resolution having been reduced to writing, the same was introduced by Council member _____, seconded by Council member _____, and was adopted by the following vote, to wit:

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, on this the 6th day of December, A.D., 2016.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT OF COUNCIL

The above and foregoing Resolution having been submitted to and approved by the Mayor, the 6th day of December., 2016.

ATTEST:

ADOPTED:

CITY CLERK

MAYOR



THE CITY OF HATTIESBURG

One of America's Great Small Cities!

Anthony Parker, Chief of Police

MEMORANDUM

To: Mayor and City Council

From: Chief Anthony Parker 

Date: November 21, 2016

Re: **Surplus Property**

This memo is to request that the following items be declared as surplus property, removed from the inventory of the Hattiesburg Police Department, and sold at the auction.

If you have any questions, please feel free to contact me.

AP/tdl



HATTIESBURG POLICE DEPARTMENT

Item #	Description
1)	BICYCLE- Beach Cruiser, White/Red
2)	BICYCLE- Next, Chaos FS20, SN# G1206033245
3)	BICYCLE- Huffy, Rock it, Gray, SN# GJ07K33913
4)	BICYCLE- Kent, Blue/White
5)	BICYCLE- Roadmaster, Light Blue
6)	BICYCLE- Mongoose, Silver/Black, SN# SNACW11JJ7670
7)	BICYCLE- Raleigh, M30, Black
8)	BICYCLE- Genesis, 6061, Black/Red, SN# GS131053057
9)	BICYCLE- Roadmaster, Mountain Climber, Pink/Black
10)	BICYCLE- Kent, girls 20", White/Black, SN# G1205108598
11)	BICYCLE- Mongoose, Gray/Black
12)	BICYCLE- Trek, Alpha, White, SN# WTU178C158555F
13)	BICYCLE- Next, Power Climber, Orange/Silver, SN# 8575-18G
14)	BICYCLE- Roadmaster, Mt. Fury, Silver/Red, SN# R4416WMKT
15)	BICYCLE- Motiv, Stone Hill, Maroon/Black
16)	BICYCLE- Kent, GS21807, Pink/Purple, SN# GF11002655
17)	BICYCLE- Avigo, Striker X, Orange, SN# SL03599541
18)	BICYCLE- Schwinn, Hi Plains, Blue, SN# SNHUA615965
19)	BICYCLE-Schwinn, Black, No SN#
20)	BICYCLE- Giant, Cypress, Silver, SN# C12B4928
21)	BICYCLE-Mongoose, MGX, Blue/ Black, SN# 000124289
22)	BICYCLE- Next, Power X, Maroon/Silver, SN# LWHT033707
23)	BICYCLE-Giant, White/Black, SN# C6C5865
24)	BICYCLE-Huffy, Cranbrook, Gray, SN# AL08J015666
25)	BICYCLE-Next, Power Climber, Red
26)	BICYCLE-Mongoose, White/ Black, SN# FSD06J75438
27)	BICYCLE-Roadmaster, Gray, SN# SNFSDC7HB5969
28)	BICYCLE-Mongoose, Rebel, Brown/White, SN# ACBC2648358
29)	BICYCLE-Next, Shocker, Red
30)	BICYCLE-Unmarked, Gray, sn# L040700849
31)	BICYCLE-Next, Blue, No SN#
32)	BICYCLE-Quest, rocket, Red, sn# 161313
33)	BICYCLE-Murray, Red, No SN#
34)	BICYCLE-Next, Power Climber, Pink, no sn#
35)	BICYCLE-Roadmaster, unmarked, White, no sn#
36)	BICYCLE-Next, Plush, Blue/Silver, SN# DCL03B027
37)	BICYCLE-Next, Wipeout, Red, SN# 1D1089300987
38)	BICYCLE-Next, FS20, Gray/Black, SN# HS100804076
39)	BICYCLE-Next, Power Climber, Blue/Silver, SN# DTCBG035528
40)	BICYCLE-Pacific, DS2, Silver, SN# HJ0815584
41)	BICYCLE-Roadmaster, Mt. Fury, Red, SN# SNFSD04H50372

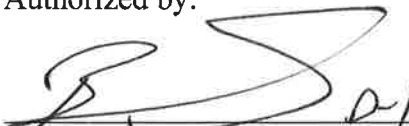


HATTIESBURG POLICE DEPARTMENT

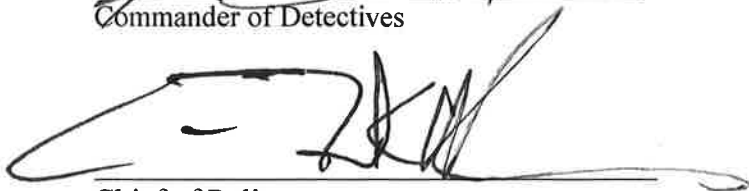
- 42) BICYCLE-Mongoose, XR75, Maroon, SN# 5008A578
- 43) BICYCLE-Thruster, Fixie, Black/Yellow
- 44) BICYCLE-Roadmaster, Mountain Sport, White/Blue, sn# SNFSD10JY
- 45) BICYCLE-Pacific, Blue/Yellow, No SN#
- 46) BICYCLE-Next, Break Point, Silver
- 47) BICYCLE-Roadmaster, Mt. Sport, Purple
- 48) BICYCLE-Roadmaster, Mt. Fury, Black/ Red, SN# E030416119
- 49) BICYCLE-Mongoose, Black/White
- 50) BICYCLE-Haro, Blue
- 51) BICYCLE-Schwinn, Jaguar, Blue/Gray, SN# SNFSD08D50162
- 52) BICYCLE-Unknown, Red
- 53) BICYCLE-Mongoose, Element, Chrome, SN# SNESD05F99438
- 54) BICYCLE-Next, Powerstroke, Red
- 55) BICYCLE-Next, Power Climber, Pink/Purple, SN# 8575836
- 56) BICYCLE-Roadmaster, Mt. Fury, Green, SN# XC11021787
- 57) BICYCLE-Next, Shocker, Red
- 58) BICYCLE-Next, Power Climber, Pink
- 59) BICYCLE-Schwinn, Sun Cruiser, Green, SN# JY20010588
- 60) BICYCLE-Unmarked, Gray, sn# L040700849
- 61) BICYCLE-Next, Shocker, Green, no sn#
- 62) BICYCLE-Roadmaster, Blue, SN# 5002239
- 63) BICYCLE-Unknown, Cruiser, Black
- 64) BICYCLE-Unknown, White
- 65) BICYCLE-Next, Plush, White, sn# 1BBN167017
- 66) CAR RIMS- (4)Aluminum
- 67) CAR RIMS- (4)Aluminum
- 68) CAR RIMS- (4)Aluminum
- 69) CAR RIMS- (2)Aluminum
- 70) CAR RIMS & TIRES- (4) Chrome, 30",Hankook tires 305/30R2

Disposition : To Auction

Authorized by:


Commander of Detectives

11/01/2016
Date


Chief of Police

11/09/16
Date



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

FILE NUMBER: 2016-78

MEETING DATE: 12/06/2016

MINUTE BOOK NUMBER:

Brief Title: Energy Performance Disbursement No. 10

Title: Adopt a Resolution authorizing Disbursement No. 10 from the Project Fund Escrow Account in connection with certain Equipment Lease/Purchase Agreement, dated as of February 4, 2016, by and between Banc of America Public Capital Corp and the City of Hattiesburg.

Type: Resolution

Drafter: Marie Harris

In Control: City Council

Reference: Lamar Rutland

Attachments: Energy Performance Disbursement 10

File Created: 11/29/2016

Budget Information:

Expenditure Type:

Purchasing Item:

Publication Information:

History of Legislative File

The City Council of the City of Hattiesburg, Mississippi (the "City") acting for and on behalf of the City, took up for consideration the matter of requesting and authorizing Disbursement No. 10 of funds from the Escrow Account in connection with the Equipment Lease/Purchase Agreement between the City and Banc of America Public Capital Corp and an Escrow and Account Control Agreement between the City and Bank of America, N.A., as Escrow Agent, dated February 4, 2016. After discussion of the subject, Council Member _____ offered and moved for the adoption of the following resolution:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE "CITY") AUTHORIZING DISBURSEMENT NO. 10 FROM THE ESCROW ACCOUNT IN CONNECTION WITH THAT EQUIPMENT LEASE/PURCHASE AGREEMENT DATED FEBRUARY 4, 2016, BY AND BETWEEN THE CITY AND BANC OF AMERICA PUBLIC CAPITAL CORP AND AN ESCROW AND ACCOUNT CONTROL AGREEMENT BETWEEN THE CITY AND BANK OF AMERICA, N.A., AS ESCROW AGENT, ALL IN CONNECTION WITH THAT CERTAIN PERFORMANCE CONTRACT UNDERTAKEN PURSUANT TO THE MISSISSIPPI DEVELOPMENT AUTHORITY CAPITAL LEASE PROGRAM TO FINANCE ENERGY EFFICIENCY AND CONVERSATION EQUIPMENT FOR CERTAIN FACILITIES LOCATED THROUGHOUT THE CITY, AND RELATED MATTERS.

Whereas, on February 4, 2016 the City entered into an Equipment Lease/Purchase Agreement between Banc of America Public Capital Corp and an Escrow Control Agreement between the Bank of America, National Association, as Escrow Agent, in an amount not to exceed \$7,528,000 (the "Lease") pursuant to the terms and conditions of that certain agreement, dated as February 4, 2016, by between Banc of America Public Capital Corp and Bank of America, National Association (the "Lease").

Whereas, the City Council of the City now finds it necessary to approve Disbursement No. 10 from the Escrow Account under the Lease in the total aggregate amount of \$ 179,570.00 for the purpose of paying vendors in connection with the lease as more particularly described in Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI:

SECTION 1. The City Council of the City hereby authorizes and approves Disbursement No. 10 from the Escrow Account under the Lease in the total aggregate amount of **One Hundred Seventy-Nine Thousand Five Hundred Seventy and no/100 Dollars (\$ 179,570.00)** for the purpose of paying vendors in connection with the Lease as more particularly described in Exhibit A.

SECTION 2. The City Council hereby directs Bank of America, National Association, as the Escrow Agent, to disburse funds of Disbursement No. 10 in the total aggregate amount **One Hundred Seventy-Nine Thousand Five Hundred Seventy and no/100 Dollars (\$ 179,570.00)** as authorized herein, as more particularly described in Exhibit A.

SECTION 3. The Mayor and City Clerk are hereby authorized and directed for and on behalf of the City to take any and all action as may be required by the City to carry out and give effect to the aforesaid documents authorized pursuant to this Resolution and to execute all papers, documents, certificates and other instruments that may be required for the carrying out of the authority conferred by this Resolution in order to evidence the authority.

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Council Member _____ seconded by Council Member _____, and was adopted by the following vote, to wit:

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 6th day of December, 2016.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 6th day of December, 2016.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

EXHIBIT A

DISBURSEMENT OF ESCROW FUNDS REQUEST

SCHEDULE 1
to the Escrow and Account Control Agreement

FORM OF DISBURSEMENT REQUEST

Re: Equipment Lease/Purchase Agreement dated as of February 4, 2016 by and between Banc of America Public Capital Corp, as Lessor and City of Hattiesburg, Mississippi, as Lessee (the "Lease") (Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Lease.)

In accordance with the terms of the Escrow and Account Control Agreement, dated as of February 4, 2016 (the "Escrow Account and Account Control Agreement") by and among Banc of America Public Capital Corp ("Lessor"), City of Hattiesburg, Mississippi ("Lessee") and Bank of America, National Association, (the "Escrow Agent"), the undersigned hereby requests the Escrow Agent pay the following persons the following amounts from the Escrow Account created under the Escrow Account and Account Control Agreement for the following purposes:

Disbursement Amounts:

Payee's Name and Address (if disbursement via wire, must include wire transfer instructions)	Invoice Number	Dollar Amount	Purpose
Johnson Control, Inc. JPM Chase One Bank Plaza Chicago, IL 60 670 ABA# 071000013 Account # 5514347	Pay App 10	\$179,570.00	Energy Performance Upgrades

(i) (a) Each obligation specified in the table herein titled as "Disbursement Amounts" has been incurred by Lessee in the stated amount, (b) the same is a proper charge against the Escrow Account for costs relating to the Equipment identified in the Lease, and (c) has not been paid (or has been paid by Lessee and Lessee requests reimbursement thereof).

(ii) Each item of Equipment relating to an obligation specified in the table herein titled as "Disbursement Amounts" has been delivered, installed and accepted by Lessee. Attached hereto is the original invoice with respect to such obligation.

(iii) The undersigned, as Authorized Representative, has no notice of any vendor's, mechanic's or other liens or rights to liens, chattel mortgages, conditional sales contracts or security interest which should be satisfied or discharged before such payment is made.

(iv) This requisition contains no item representing payment on account, or any retained percentages which Lessee is, at the date hereof, entitled to retain (except to the extent such amounts represent a reimbursement to Lessee).

(v) The Equipment is insured in accordance with the Lease.

(vi) No Event of Default, and no event which with notice or lapse of time, or both, would become an Event of Default, under the Lease has occurred and is continuing at the date hereof.

(vii) The disbursement shall occur during the Acquisition Period.

(viii) The representations, warranties and covenants of Lessee set forth in the Lease are true and correct as of the date hereof.

(ix) No Material Adverse Change has occurred since the date of the execution and delivery of the Lease.

Dated: December 6, 2016

CITY OF HATTIESBURG, MISSISSIPPI

By: _____

Mayor Johnny L. DuPree

Disbursement of funds from the Escrow
Account in accordance with the foregoing
Disbursement Request hereby is authorized

BANC OF AMERICA PUBLIC CAPITAL CORP
as Lessor under the Lease

By: _____

Name:

Title:

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 2 PAGES

TO OWNER: City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

PROJECT: City of Hattiesburg Energy Performance Contract
PROJECT MGR: Moore, Chip

APPLICATION NO: 10
PERIOD TO: 11/30/2016
PROJECT NO: SPYQ-0016

Distribution to:

☒	OWNER
☐	ARCHITECT
☐	CONTRACTOR
☐	
☐	
☐	

FROM CONTRACTOR:

JOHNSON CONTROLS, INC.
South Region PC Branch
3021 W. Bend Drive

REMIT TO: Johnson Controls
PO Box 730068
Dallas, TX 75373

CONTRACT FOR: Energy Performance Upgrades

CONTRACT DATE: 28-Aug-15

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract
Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge,
information and belief the Work covered by this Application for Payment has been
completed in accordance with the Contract Documents, that all amounts have been paid by
the Contractor for Work for which previous Certificates for Payment were issued and
payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM \$ 7,249,714
2. Net change by Change Orders \$ 0
3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 7,249,714
4. TOTAL COMPLETED & STORED TO \$ 6,324,941
DATE (Column G on G703)

5. RETAINAGE:
a 0 % of Completed Work \$ 0
(Column D + E on G703)
b 0 % of Stored Material \$ 0
(Column F on G703)
Total Retainage (Lines 5a + 5b or
Total in Column I of G703)

6. TOTAL EARNED LESS RETAINAGE \$ 0
(Line 4 Less Line 5 Total) \$ 6,324,941

7. LESS PREVIOUS CERTIFICATES FOR \$ 6,145,371
PAYMENT (Line 6 from prior Certificate) \$ 179,570

8. CURRENT PAYMENT DUE \$ 0
\$ 924,773

9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6)

AMOUNT CERTIFIED \$ \$179,570

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner	\$0	\$0
Total approved this Month	\$0	\$0
TOTALS	\$0	\$0
NET CHANGES by Change Order	\$0	\$0

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this
Application and outline Continuation Sheet that are changed to conform with the amount certified.)
Owner:

By: _____ Date: _____
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the
Contractor named herein. Issuance, payment and acceptance of payment are without
prejudice to any rights of the Owner or Contractor under this Contract

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1982 EDITION - AIA® © 1982

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

CONTINUATION SHEET

AIA DOCUMENT G703
AIA DOCUMENT G703

AIA DOCUMENT G703, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column 1 on Contracts where variable retainage (or line items) may apply

PROJECT NO. 387024016

APPLICATION NO.

APPLICATION DATE:

PERIOD TO

TO

28-Nov-16

30-Nov-16

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN DOR-E)	G TOTAL COMPLETED AND STORED TO DATE (D-E+F)	H % (G ÷ C)	I BALANCE TO FINISH (C - G)	J RETAINAGE (IF VARIABLE, RATE)
			FROM PREVIOUS APPLICATION (D - E)	THIS PERIOD					
	General Fund								
1	Lighting Upgrade	\$ 1,186,211	\$1,033,426	29,299	\$0	\$1,062,725	90%	\$123,486	\$0
2	Energy Management Control System	\$ 470,334	\$433,702	0	\$0	\$433,702	92%	\$36,632	\$0
3	Small Unitary Equipment Replacement	\$ 362,896	\$359,367	0	\$0	\$359,367	99%	\$3,529	\$0
4	City Hall HVAC Upgrade	\$ 593,004	\$406,868	5,000	\$0	\$411,868	69%	\$181,136	\$0
5	Jackie Doyle HVAC Upgrade	\$ 102,285	\$102,285	0	\$0	\$102,285	100%	\$0	\$0
6	Solar Photo-Voltaic System	\$ 33,901	\$33,901	0	\$0	\$33,901	100%	\$0	\$0
	Enterprise Fund								
7	Lighting Upgrade	\$ 394,328	\$313,546	23,000	\$0	\$336,546	85%	\$57,782	\$0
8	Energy Management Control System	\$ 33,262	\$28,904	0	\$0	\$28,904	87%	\$4,358	\$0
9	Boiler Replacement	\$ 144,945	\$100,416	20,000	\$0	\$120,416	83%	\$24,529	\$0
10	Water Treatment Plant Control Upgrade	\$ 1,240,751	\$1,054,510	32,271	\$0	\$1,086,781	88%	\$153,970	\$0
11	Lift Station Control Upgrade	\$ 1,409,975	\$1,195,236	30,000	\$0	\$1,225,236	87%	\$184,739	\$0
12	Water Conservation Option	\$ 1,277,822	\$1,083,210	40,000	\$0	\$1,123,210	88%	\$154,612	\$0
	GRAND TOTALS:	\$7,249,714	\$6,145,371	179,570	\$0	\$6,334,941	87%	\$924,773	\$0

BLOG NAME / SITE	Completed	Ongoing	Have not started
Sanitation Office Facilities LED Lighting (55) Thermistats			
Public Works Facilities (5 Bldgs) LED Lighting (186)			
Mass Transit Operations Building LED Lighting (54) Thermistats			
Maintenance Shop, Traffic Control LED Lighting (118) Thermistats			
L.T. Ben McNair Recreation Center LED Lighting (123) Thermistats			
W. U. Bill Sigler Community Center AC unit replacement (2x10 ton) LED Lighting (69) Thermistats			
Kemper Park Facilities LED Lighting (59) Thermistats			
Water Billing Office LED Lighting (55) Thermistats			
San Antonio Street Soccer Complex LED Lighting (16) LED Lighting (42)			
Cameron Field with Buildings LED Lighting (30) LED Lighting (23) Thermistats			
City Engineering Office LED Lighting (82) Thermistats			
HVAC upgrade (5 ton to 8 ton) Solar shades Solar panels			
Car charging station LED Lighting (374) Thermistats			
Jackie Dole Sherill Community Center LED Lighting (374)			
HVAC upgrade (2x10 ton) Solar shades			
Weather stripping			
Osooda McCarty Park Lighting / West Street Walking trail LED Lighting (19) LED Lighting (9)			
Percy Charles Bailey Fitness and Walking Trail Restrooms / East Side Park Facilities LED Lighting (34) LED Lighting (100) LED Lighting (152) Thermistats			
Bobby Chain Air Port Facilities Police/Fire Training Building LED Lighting (152) Thermistats			

Bldg Name / Site	Completed	Ongoing	Have not started
Fire Station #7			
Thermistats			
LED Lighting (97)			
Fire Station #8			
Thermistats			
LED Lighting (66)			
Culture Center (Historic Building)			
Thermistats			
LED Lighting (135)			
Hattiesburg Train Depot			
Thermistats			
LED Lighting (430)			
HVAC upgrade (2+15 ton, 17.5 ton, 1x20 ton)			
Weather stripping			
Tatum Park Complex			
LED Lighting (242)			
Thermistats			
Unetta Street Gym			
Thermistats			
LED Lighting (25)			
AC unit replacement			
N.R. Burger Center			
Thermistats			
Timberlon Complex			
LED Lighting (76)			
Thermistats			
Atena Drive Water Tank			
LED Lighting (1)			
Duncan Lake: RESTROOMS ONLY			
LED Lighting (4)			
Forrest General Water Tank and Booster Station			
LED Lighting (25)			
Thermistats			
LINCOLN RD EXTENSION / LINCOLN ROAD BOOSTER STATION			
LED Lighting (8)			
Lincoln Rd Tank			
LED Lighting (4)			
Lincoln Road Booster Station			
LED Lighting (56)			
North Lagoon Chlorine Bldg and Pump			
LED Lighting (4)			
RICHBURG ELEV. TANK: 40TH AVE			
LED Lighting (16)			
South Lagoon - Chlorine Bldg, East Laurel Lift Station, Burkett Lift			
LED Lighting (4)			
US Hwy 98 Water Tank & Booster Station			
LED Lighting (4)			
USM Tank - Storage used by USM under tank, Chlorine Bldg			
LED Lighting (4)			
Veteran's Memorial Park Facilities			
LED Lighting (33)			
W 4th St Well & Chlorine Bldg			
LED Lighting (3)			
Weakley Tank, Chlorine Bldg and Treatment Bldg			
LED Lighting (2)			

City of San Jose 211 (1/15/2009) Meeting: Monthly Progress Meeting (December) COH Johnson Controls project status.xlsx

Dear Mr. Gouras:

This Letter Form Agreement authorizes the City of Hattiesburg (the City) to employ you to assist the City in obtaining up to \$1,000,000 in Developmental Infrastructures Funding (DIP) from the Mississippi Development Authority (MDA). The DIP Funds will be used for water, sanitary sewer and drainage improvements in the Midtown Hattiesburg District and which improvements are necessary to support the redevelopment of the former Elam Arms site. The improvements will benefit all citizens of the City and Forrest County.

We agree to pay you the sum of \$5,000 for the preparation and submittal of the detailed preapplication and for the work associated with the preapplication. Further, we agree to pay you the sum of \$20,000 for the administration and management of the DIP Grant in accordance with the rules and requirements of the Memorandum of Agreement, if the project is approved and a grant awarded by MDA.

Upon approval and award of the grant, payment for administrative and management services shall be made in accordance with the following schedule:

- When DIP Project is 25% complete – bill \$5,000
- When DIP Project is 50% complete – bill \$5,000
- When DIP Project is 75% complete – bill \$5,000
- The final payment of \$5,000 will be paid upon completion of construction and acceptance of the project by the City

In no event, will the cost of the services you provide in administration of the DIP Project exceed \$25,000.

Thank You
Johnny DuPree Ph.D.
Mayor
City of Hattiesburg

Acknowledged and agreed by:

Jimmy G. Gouras

Mayor Johnny L. DuPree



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

FILE NUMBER: 2016-75

MEETING DATE: 12/06/2016

MINUTE BOOK NUMBER:

Brief Title: Kamper Park LED Lighting Proposal

Title: Authorize Mayor to execute an LED Lighting Proposal with Mississippi Power Company to upgrade lighting around the playground area at Kamper Park for a net increase in the monthly account of \$105.97.

Type: Action Item

Drafter: Marie Harris

In Control: City Council

Reference: Lamar Rutland

Attachments: Kamper Park Lighting Proposal

File Created: 11/28/2016

Budget Information:

Expenditure Type:

Purchasing Item:

Publication Information:

History of Legislative File

5082 Old Hwy 42
Hattiesburg MS 39401
601-545-4164



November 11th 2016

City of Hattiesburg
Kamper Park Lighting
Acct# 39681-82008

To Whom It May Concern,

Mississippi Power Company (MPC) appreciates the opportunity to provide you with a lighting proposal for the lighting around the playground area at Kamper park. This lighting proposal will improve the quality of light for the area, which will enhance the safety and security of the area. In this proposal we will be utilizing our 50 watt LED Colonial fixture.

MPC recommends the following lighting system.

Remove:

20 – 150 Watt High Pressure Sodium Colonial Fixtures

Install:

20 – 50watt Black Colonial type 5 LED Fixtures (Monthly cost: \$15.33 per fixture.
Also install 1 – 120 watt LED flood light on existing wood pole by playground. Monthly cost = \$24.97

Increase to monthly lighting account 39681-82008 = \$105.97 per month

There is no up-front cost for this upgrade.

Accepted By: (customer signature): _____ Date: _____

Once you are ready to move forward with the installation please sign/scan/email this form back to me.

Sincerely,

Greg Parker
601-545-4164
gmparker@southernco.com

Proprietary and Confidential Information



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

FILE NUMBER: 2016-64

MEETING DATE: 12/06/2016

MINUTE BOOK NUMBER:

Brief Title: Approve Microenterprise Assistance Grant for Hair

Title: Approve Microenterprise Assistance Grant for Hair Creations by Sheila in an amount not to exceed \$10,000.00 and authorize the execution of the grant agreement in triplicate for same.

Type: Action Item

Drafter: Clarence Williams

In Control: City Council

Reference:

Attachments: Microenterprise Assistance Program Grant for Hair Creations by sheila., Revised Application

File Created: 11/15/2016

Budget Information:

Expenditure Type:

Purchasing Item:

Publication Information:

History of Legislative File

CITY OF HATTIESBURG
COMMUNITY DEVELOPEMNT BLOCK GRANT (CDBG)
MICROENTERPRISE ASSISTANCE AGREEMENT

HAIR CREATIONS BY SHEILA

THIS contract (hereinafter the "AGREEMENT"), is made and entered into this the **22nd day of November 2016** by and between the CITY OF HATTIESBURG, MISSISSIPPI, (herein called the "CITY"), located at 200 Forrest Street, Hattiesburg, Mississippi 39401 and "Hair Creations by Sheila", a for-profit Corporation (hereinafter referred to as the "Business" or "Subrecipient"), located at 1605 Adeline Street in Hattiesburg, Mississippi, and owned by **Sheila Floyd Sandifer** for an amount not to exceed **\$10,000.00** and which shall terminate on or before the **22nd day of November 2017**, unless amended by written instrument as provided for herein.

WHEREAS, the CITY wishes to engage the BUSINESS to assist the CITY in utilizing such funds for: creating jobs within the private sector of the City of Hattiesburg, specifically creating jobs to be made available to low- to moderate-income persons.

WHEREAS, such an activity and the creation of such jobs through such an activity meets a U.S. Department of Housing and Urban Development National Objective as it related to the CITY's Community Development Black Grant Program.

Now, therefore, in consideration of the mutual covenants and obligations herein set forth, the parties understand and agree as follows:

FUNDING SOURCE: Community Development Block Grant Funds

AMOUNT: \$10,000.00

TERM OF AGREEMENT: Effective November 22, 2016 through November 21, 2017.

SCOPE OF WORK: **Hair Creations by Sheila will utilize CDBG funds in order to purchase equipment and products which would position the salon to expand the type of services offered, improve processes and increase profitability.**

Hair Creations by Sheila, Inc. will create one new full time position during the course of the effective dates, and as a result of this agreement.

Hair Creations by Sheila will utilize CDBG funds according to Exhibit "B" which includes, but may not be limited to equipment as it relates to business expansion, and according to the City's Microenterprise assistance program guidelines, contained herein as Exhibit "D".

The BUSINESS must submit Quarterly Reports to the CITY, which will include:

- (i) An employee roster and employee status (full-time/part-time),
- (ii) A detailed account of transactions in which CDBG Funds were utilized,
- (iii) Receipts or other confirming documentation of those transactions, and
- (iv) A brief narrative of the progress the BUSINESS is making in relation to the Business Plan/Work Program submitted and attached herein.

Quarterly Reports are February 22, 2017; April 22, 2017; July 22, 2017 and November 22, 2017 (final report). The CITY may request additional information at a later date.

The CITY will schedule an onsite monitoring visit approximately six (6) months into the term of the Agreement. The CITY may also conduct such an inspection at any given time as is necessary and appropriate throughout the term of the Agreement. The BUSINESS shall permit the Department and other persons duly authorized appropriate access for such inspection.

BUDGET (CDBG funds): The BUSINESS is approved to utilize CDBG funding according to the following budget, and it is expected that the BUSINESS will follow the budget as closely as administratively feasible. The amounts below may differ from the proposed budget in the BUSINESS's Application/ Proposal. All draws against line items below must be allowable by the Microenterprise Program Guidelines, and must be justifiably representative of the line item title.

Equipment

- | | |
|---|------------|
| • (3) salon styling chairs x \$1,000.00ea | \$3,000.00 |
| • (3) hair dryers x \$300.00ea | \$ 900.00 |
| • (3) styling stations x \$1000.00ea | \$3,000.00 |
| • (3) styling floor mats x \$200.00ea. | \$ 600.00 |

Products/ Technology

- | | |
|---------------------|------------|
| • Products/supplies | \$2,000.00 |
|---------------------|------------|

TOTAL	\$9,500.00
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It is understood that there may be circumstances that lead to a budget adjustment. Cumulative adjustments to line items that are less than 10% may be made without prior approval, but should be noted on the next request for funds or periodic report. Cumulative adjustments of more

than 10% require a formal amendment. Any line items listed with a \$0.00 budget are included as line items into which the BUSINESS may adjust funds, if needed, within the allowed 10%.

SPECIAL CONDITIONS: Exhibit A, attached, includes the BUSINESS's Application for CDBG funding and proposal as originally submitted. The Exhibit is included strictly as a reference of the broader purpose of the agency and/or the program and its budget information, which may serve as evidence that the program will receive other financial resources. Significant portions of the proposed program may have been added to or taken away in drafting the final Agreement, contained herein.

ARTICLE I

Exhibits and Definitions

1.1 **EXHIBITS:** Attached hereto and forming a part of this Agreement are the following Exhibits:

EXHIBIT A: Original Microenterprise Assistance Application and Business Plan/Proposal (herein referred to as "Work Program")

EXHIBIT B: Budget: Complete Budget information is contained within EXHIBIT A. A budget for CDBG-funded expenditures is found under Scope of Work section, contained herein.

EXHIBIT C: Employee Roster as of 07/20/2016

EXHIBIT D: Microenterprise Assistance Program Guidelines

1.2 **DEFINITIONS:** As used herein the following terms shall mean:

Act or 24 CFR 570: Title I of the Housing and Community Development Act of 1974, as amended

Agreement Records: Any and all books, records, documents, information, data, papers, letters, materials, and computerized or electronic storage data and media, whether written, printed, computerized, electronic or electrical, however collected or preserved which is or was produced, developed, maintained, completed, received or compiled by or at the direction of the BUSINESS or any subcontractor in carrying out the duties and obligations required by the terms of this Agreement, including, but not limited to, financial books and records, ledgers, drawings, maps, pamphlets, designs, electronic tapes, computer drives and diskettes or surveys.

CDBG Program: Community Development Block Grant Program

CDBG Requirements: The requirements contained in 24 CFR Part 570, and related and triggered Federal requirements

Department: The City of Hattiesburg Department of Federal & State Programs

Federal Award: Any federal funds received by the SUBRECIPIENT from any source during the period of time in which the SUBRECIPIENT is performing the obligations set forth in this Agreement.

Low- and Moderate-Income Person: A member of a low- or moderate-income household whose income is within specific income levels set forth by U.S. HUD for the area

U.S. HUD or HUD: The United States Department of Housing and Urban Development

ARTICLE II

Basic Requirements

The following documents must be approved by the CITY and must be on file with the Department prior to the CITY's execution of this Agreement:

- 2.1 The Business Plan and Proposal (hereinafter referred to as "Work Program") submitted by the BUSINESS to the CITY which shall become attached hereto as Exhibit "A" to this Agreement and shall include the following:
 - 2.1.1 The Work Program shall detail the activities to be carried out by the BUSINESS. It should specifically describe the activities to be carried out as a result of the expenditure of CDBG funds. Where appropriate it should list measurable objectives, define the who, what, where and when of the project, and in general detail how these activities will ensure that the intended beneficiaries will be served.
 - 2.1.2 The schedule of activities and measurable objectives play an essential role in the grant management system. The schedule should provide projected milestones and deadlines for the accomplishment of tasks in carrying out the Work Program. These projected milestones and deadlines are a basis for measuring actual progress during the term of this Agreement. These items shall be in sufficient detail to provide a sound basis for the CITY to effectively monitor performance by the BUSINESS under this Agreement.
- 2.2 The Compensation and Budget Summary attached hereto as Exhibit "B", which shall include completion of the BUSINESS's Budget.
- 2.3 A list of the BUSINESS's present officers and members of the Board (names, addresses and telephone numbers)(if applicable).
- 2.4 A list of all employees along with their titles.
- 2.5 Completion of an Authorized Representative Statement.
- 2.6 Completion of a Statement of Accounting System.

- 2.7 Copy of the BUSINESS's/BUSINESS OWNER's last federal income tax return.
- 2.8 The following corporate documents:
 - 2.8.1 Bylaws, resolutions and incumbency certificates for the BUSINESS, certified by the BUSINESS's Corporate Secretary, authorizing the consummation of the transactions contemplated hereby, all in a form satisfactory to the CITY (if applicable)
- 2.9 All other documentation reasonably required by the CITY.

ARTICLE III

Terms and Procedures

- 3.1 City Authorization: For the purpose of this Agreement, the Department will act on behalf of the CITY in the fiscal control, programmatic monitoring and modification of this Agreement, except as otherwise provided by in this Agreement.
- 3.2 Effective Date and Term: The effective date of this Agreement shall be January 1, 2012 through December 31, 2012. This is the timeframe in which the BUSINESS has to draw and utilize the funds made available as a part of this agreement. This is also the timeframe in which the BUSINESS will be required to provide all evidence and documentation that the agreement was successfully fulfilled and that funds were expended for eligible uses.
 - 3.2.1 The BUSINESS's obligations related to this Agreement extend beyond the basic effective dates, as the BUSINESS is required to retain records and submit progress reports periodically for a period of five (5) years. Record retention requirements are generally five (5) years from the closeout of the agreement, but may extend further as a result of any audit or finding related to the use of funds after the effective dates have expired.
- 3.3 Obligations of the Business: The BUSINESS shall carry out the services and activities as prescribed in its Work Program, which is attached and incorporated herein and made a part of this Agreement, in a manner that is lawful, and satisfactory to the CITY, and in accordance with the written policies, procedures, and requirements as prescribed in this Agreement, and set forth by HUD and the CITY.
- 3.4 Level of Service: Should start-up time for the Work Program be required or in the event of the occurrence of any delays in the activities hereunder, the BUSINESS shall immediately notify the Department in writing, giving all pertinent details and indicating when the Work Program shall begin and/or continue. It is understood and agreed that the BUSINESS shall maintain the level of activities and expenditures in existence prior to the execution of this Agreement. Any activities funded through or as a result of this Agreement shall not result in the displacement of employed workers, impair existing agreements for services or activities, or result in the substitution of funds allocated under this Agreement for other funds in connection with work which would have been performed in the absence of this Agreement.

ARTICLE IV
CDBG Funding and Disbursement Requirements

- 4.1 Compensation: The amount of compensation payable by the CITY to the CITY shall be based on the rates, schedules and conditions described in Exhibit “B” attached hereto, which by this reference is incorporated into this Agreement.
- 4.2 Insurance: Intentionally deleted.
- 4.3 Financial Accountability: The CITY reserves the right to audit the records of the BUSINESS at any time during the performance of this Agreement and for a period of five (5) years after its expiration/termination. The BUSINESS agrees to provide all financial and other applicable records and documentation of service to the CITY. Any payment made shall be subject to reduction for amounts included in the related invoice which are found by the CITY, on the basis of such audit and at its sole discretion, not to constitute reasonable and necessary expenditures. Any payment made to the BUSINESS is subject to reduction for overpayments on previously submitted invoices.
- 4.4 Recapture of Funds: The CITY reserves the right to recapture funds in the event that the BUSINESS shall fail: (i) to comply with the terms of this Agreement, or (ii) to accept conditions imposed by the CITY at the discretion of the federal, state and local agencies.
- 4.5 Contingency Clause: Funding pursuant to this Agreement is contingent on the availability of funds and continued authorization for CDBG Program activities, and is also subject to amendment or termination due to lack of funds or authorization, reduction of funds, and/or changes in regulations.

Article V
Audit

- 5.0 Audit: Intentionally deleted.

Article VI
Records and Reports

- 6.1 The BUSINESS shall establish and maintain sufficient records to enable the CITY to determine whether the BUSINESS has met the requirements of the CDBG Program. At a minimum, the following records shall be maintained by the BUSINESS:
 - 6.1.1 Records providing a full description of each activity assisted (or being assisted) with CDBG Funds, including its location (if the activity has a geographical locus), the amount of CDBG Funds budgeted, obligated and expended for the activity, and the specific provision in 24 CFR Subpart C of the CDBG Program regulations under which the activity is eligible.
 - 6.1.2 Records demonstrating that each activity undertaken meets one of the criteria set forth in 24 CFR 570.208 of the CDBG Program regulations. Where information on income by family size is required, the BUSINESS may substitute evidence establishing that the person assisted qualified under another program having income qualification criteria at least as restrictive as that used in the definition of “low- and moderate-income person” and “low- and

moderate-income household” as set forth in 24 CFR 570.3; or, the BUSINESS may substitute a copy of a verifiable certification from the assisted person that his or her family/household income does not exceed the applicable income limit established in accordance with 24 CFR 570.3; or, the BUSINESS may substitute a notice that the assisted person is a referral from any governmental agency that determines persons to be “low- and moderate-income persons” based on HUD’s criteria and agrees to maintain documentation supporting those determinations. Such records shall include the following information:

- (i) For each activity determined to benefit low- and moderate-income persons, the income limits applied and the point in time when the benefit was determined.

6.1.3 Equal Opportunity Records containing:

- (i) Data on the extent to which each racial and ethnic group and single-headed households (by gender of household head) have applied for, participated in, or benefited from, any program or activity funded in whole or in part with CDBG Funds. Such information shall be used only as a basis for further investigation relating to compliance with any requirement to attain or maintain any particular statistical measure by race, ethnicity, or gender in covered programs.
- (ii) Documentation of actions undertaken to meet the requirements of 24 CFR 570.607(b) which implements Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701U) relative to the hiring and training of low- and moderate-income persons and the use of local businesses.

6.1.4 Financial records, in accordance with the applicable requirements listed in 24 CFR 570.502.

6.1.5 Records required to be maintained in accordance with other applicable laws and regulations set forth in Subpart K of 24 CFR.

6.2 Retention and Accessibility of Records

6.2.1 The Department shall have the authority to review the BUSINESS’s records, including Project and programmatic records and books of account, for a period of five (5) years from the expiration/termination of this Agreement (the “Retention Period”). All books of account and supporting documentation shall be kept by the BUSINESS at least until the expiration of the Retention Period. The BUSINESS shall maintain records sufficient to meet the requirements of 24 CFR 570. All records and reports required herein shall be retained and made accessible as provided hereunder. The BUSINESS further agrees to abide by federal and state laws pertaining to public records.

6.2.2 The BUSINESS shall include in all the Department approved subcontracts used to engage subcontractors to carry out any eligible substantive project or programmatic activities, as such activities are described in this Agreement and defined by the Department, each record-keeping and audit requirements detailed in this Agreement. The Department shall, in its sole discretion, determine when services are eligible substantive project and/or programmatic activities and subject to the audit and record-keeping requirements described in this Agreement.

- 6.2.3 If the CITY or the BUSINESS has received or given notice of any kind indicating and threatened or pending litigation, claim or audit arising out of the activities pursuant to the project, the activities and/or the Work Program or the terms of this Agreement, the Retention Period shall be extended until such time as the threatened or pending litigation, claim or audit is, in the sole and absolute discretion of the Department fully, completely and finally resolved.
 - 6.2.4 The BUSINESS shall notify the Department in writing both during the pendency of this Agreement and after its expiration/termination as part of the final closeout procedure, of the address where all Agreement Records will be retained.
 - 6.2.5 The BUSINESS shall obtain the prior written consent of the Department to the disposal of any Agreement Records within one (1) year after the expiration of the Retention Period.
- 6.3 Provision of Records
- 6.3.1 At any time, upon request by the Department, the BUSINESS shall provide all Agreement Records to the Department. The requested Agreement Records shall become the property of the Department without restriction, reservation, or limitation on their use. The Department shall have unlimited rights to all books, articles, or other copyrightable materials developed in the performance of this Agreement. These rights include the right of royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use the Work Program for public purposes.
 - 6.3.2 If the BUSINESS receives funds from, or is under regulatory control of other governmental agencies, and those agencies issue monitoring reports, regulatory examinations, or other similar reports, the BUSINESS shall provide a copy of each such report and any follow-up communications and reports to the Department immediately upon such issuance, unless such disclosure would be prohibited by any such issuing agency.
- 6.4 Monitoring: The BUSINESS shall permit the Department and other persons duly authorized by the Department to inspect all Agreement Records, facilities, goods, and activities of the BUSINESS which are in any way connected to the activities undertaken pursuant to the terms of this Agreement, and/or interview any clients, employees, subcontractors or assignees of the BUSINESS. Following such inspection or interviews, the Department will deliver to the BUSINESS a report of its findings. The BUSINESS will rectify all deficiencies cited by the Department within the specified period of time set forth in the report or provide the Department with a reasonable justification for not correcting the same. The Department will determine in its sole and absolute discretion whether or not the BUSINESS's justification is acceptable.

At the request of the CITY, the BUSINESS shall transmit to the CITY written statements of the BUSINESS's official policies on specified issues relating to the BUSINESS's activities. The CITY will carry out monitoring and evaluation activities, including visits and observations by CITY staff; the BUSINESS shall ensure the cooperation of its employees and its Board members in such efforts. Any inconsistent, incomplete, or inadequate information either received by the CITY, or obtained through

monitoring and evaluation by the CITY, shall constitute cause for the CITY to terminate this Agreement.

- 6.5 Related Parties: The BUSINESS shall report to the Department the name, purpose for and any and all other relevant information in connection with any related-party transaction. The term “related-party transaction” includes, but is not limited to, a for-profit or nonprofit subsidiary or affiliate organization, an organization with an overlapping Board of Directors and an organization for which the BUSINESS is responsible for appointing memberships. The BUSINESS shall report this information to the Department upon forming the relationship, or if already formed, shall report such relationship prior to or simultaneously with the execution of this Agreement. Any supplemental information shall be promptly reported to the Department.

ARTICLE VII

Other CDBG Program Requirements

- 7.1 The BUSINESS shall maintain current documentation that its activities are CDBG eligible in accordance with 24 CFR Part 570.201(o).
- 7.2 The BUSINESS shall ensure and maintain documentation that conclusively demonstrates that each activity assisted in whole or in part with CDBG Funds is an activity which provides benefit to low- and moderate-income persons.
- 7.3 The BUSINESS shall comply with all applicable provisions of 24 CFR Part 570 and shall carry out each activity in compliance with all applicable federal laws and regulations described therein.
- 7.4 The BUSINESS shall cooperate with the Department in informing the appropriate citizen participation structures, including the appropriate area committees, of the activities of the BUSINESS in adhering to the provisions of this Agreement. Representatives of the BUSINESS shall attend meetings of the appropriate committees and citizen participation structures upon the request of the citizen participation officers or the Department.
- 7.5 The BUSINESS shall, to the greatest extent possible, give low- and moderate-income residents of the service area opportunities for training and employment.
- 7.6 The BUSINESS shall use the funds to provide general support to owner(s) of microenterprises or persons developing microenterprises eligible under 570.208(a)(2)(iii). No other activities will be funded under this Agreement, unless Work Program is amended in writing by mutual agreement.
- 7.7 The BUSINESS shall carry out its Work Program in compliance with all Federal laws and regulations, described in Subpart K of the CDBG Program regulation (24 CFR 570.600-612), which by this reference, is incorporated into and made a part of this Agreement.
- 7.8 The BUSINESS shall not assume the CITY’s environmental responsibilities described in 24 CFR 570.604, of the CDBG Program regulations, and the CITY’s responsibility for initiating the review process under Executive Order 12372.
- 7.9 Non-Discrimination: The BUSINESS shall not discriminate on the basis of race, color, national origin, sex, religion, age, marital or family status or handicap in connection with the activities and/or the Work Program or its performance under this Agreement.

- Furthermore, the BUSINESS agrees that no otherwise qualified individual shall, solely by reason of his/her race, sex, color, creed, national origin, age, marital status or handicap, be excluded from the participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
- 7.10 The BUSINESS shall carry out its Work Program in compliance with all federal laws and regulations, including those described in Subpart K of the CDBG Program regulations (24 CFR 570.600-612).
- 7.11 The BUSINESS and its subcontractors shall comply with the Davis-Bacon Act, the Lead-Based Paint Poisoning Prevention Act, and any other applicable laws, ordinances and regulations.
- 7.12 The BUSINESS shall abide by the Federal Labor Standards provisions of U.S. HUD Form 4010, by reference incorporated herein as part of this Agreement.
- 7.13 Uniform Administrative Requirements: The BUSINESS shall comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Non-Profit Organizations" and with the applicable requirements of 24 CFR Part 84 (the revised OMB Circular No. A-110).
- 7.14 Religious Organizations/Constitutional Prohibition: If the BUSINESS is or was created by a religious organization, the BUSINESS agrees that all CDBG Funds disbursed under this Agreement shall be subject to the conditions, restrictions, and limitations of 24 CFR Part 570.200(j). In accordance with the First Amendment of the United States Constitution, particularly regarding the relationship between church and State, as a general rule, CDBG assistance may not be used for religious activities or provided to entities with any limitation, whether directed or implied, on the beneficiaries of its activities on the basis of religion or participation in a religious activity, as provided in 24 CFR Part 570.200(j). The BUSINESS shall comply with those requirements and prohibitions when entering into subcontracts.
- 7.15 Reversion of Assets: Upon expiration/termination of this Agreement, the BUSINESS must transfer to the CITY any CDBG Funds on hand at the time of expiration/termination and any accounts receivable attributable to the use of CDBG Funds.
- 7.16 Enforcement of this Agreement: Any violation of this Agreement that remains uncured thirty (30) days after the BUSINESS's receipt of notice from the CITY (by certified or registered mail) of such violation may, at the option of the CITY, be addressed by an action for damages or equitable relief, or any other remedy provided at law or in equity. In addition to the remedies of the CITY set forth herein, if the BUSINESS materially fails to comply with the terms of this Agreement, the CITY may suspend or terminate this Agreement in accordance with 24 CFR Part 85.43, as set forth more fully below in Article IX of this Agreement.

ARTICLE IX

Remedies, Suspension, Termination

- 9.1 Remedies for Noncompliance: The CITY retains the right to terminate this Agreement at any time prior to the completion of the services required pursuant to this Agreement without penalty to the CITY. In that event, notice of termination of this Agreement

shall be in writing to the BUSINESS, who shall be paid for those services performed prior to the date of its receipt to the notice of termination. In no case, however, shall the CITY pay the BUSINESS an amount in excess of the total sum provided by this Agreement.

It is hereby understood by and between the CITY and the BUSINESS that any payment made in accordance with this Agreement to the BUSINESS shall be made only if the BUSINESS is not in default under the terms of this Agreement. If the BUSINESS is in default, the CITY shall not be obligated and shall not pay to the BUSINESS any sum whatsoever.

If the BUSINESS materially fails to comply with any term of this Agreement, the CITY may take one or more of the following courses of action:

- 9.1.1 Temporarily withhold cash payments pending correction of the deficiency by the BUSINESS, or such more severe enforcement action as the CITY determines is necessary or appropriate.
- 9.1.2 Disallow (that is, deny both the use of funds and matching credit) for all or part of the cost of the activity or action not in compliance.
- 9.1.3 Wholly or partly suspend or terminate the current CDBG Funds awarded to the BUSINESS.
- 9.1.4 Withhold further CDBG grants and/or loans for the BUSINESS.
- 9.1.5 Take all such other remedies that may be legally available.

Notwithstanding any other provision of this Agreement, if the BUSINESS materially fails to comply with any term of this Agreement, the BUSINESS, at the sole discretion of the CITY, shall pay to the CITY an amount equal to the current market value of any real property, under the BUSINESS's control, acquired or improved in whole or in part with CDBG Funds (including CDBG Funds provided to the BUSINESS in the form of a loan and/or grant), less any portion of the value attributable to expenditures of non-CDBG Funds for the acquisition of, or improvement to, the property. The payment is Program Income to the CITY.

9.2 Suspension:

- 9.2.1 The Department may, for reasonable cause temporarily suspend the BUSINESS's operations and authority to obligate funds under this Agreement or withhold payments to the BUSINESS pending necessary corrective action by the BUSINESS, or both. Reasonable cause shall be determined by the Department in its sole and absolute discretion, and may include:
 - 9.2.1.1 Ineffective or improper use of the CDBG Funds by the BUSINESS;
 - 9.2.1.2 Failure by the BUSINESS to materially comply with any term or provision of this Agreement;
 - 9.2.1.3 Failure by the BUSINESS to submit any documents required by this Agreement; or
 - 9.2.1.4 The BUSINESS's submittal of incorrect or incomplete documents.
- 9.2.2 The Department may at any time suspend the BUSINESS's authority to obligate funds, withhold payments, or both.
- 9.2.3 The actions described in paragraphs 9.2.1 and 9.2.2 above may be applied to all or any part of the activities funded by this Agreement.

- 9.2.4 The Department will notify the BUSINESS in writing of any action taken pursuant to this Article, by certified mail, return receipt requested, or by in-person delivery with proof of delivery. The notification will include the reason(s) for such action, any condition relating to the action taken, and the necessary corrective action(s).
- 9.3 Termination:
- 9.3.1 Termination Because of Lack of Funds: In the event the CITY does not receive funds to finance this Agreement from its funding source, or in the event that the CITY's funding source de-obligates the funds allocated to fund this Agreement, the Department may terminate this Agreement upon not less than twenty-four (24) hours prior notice in writing to the BUSINESS. Said notice shall be delivered by certified mail, return receipt requested, or by in-person delivery with proof of delivery. In the event that the CITY's funding source reduces the CITY's entitlement under the CDBG Program, the CITY shall determine, in its sole and absolute discretion, the availability of funds for the BUSINESS pursuant to this Agreement.
- 9.3.2 Termination for Breach: The Department may terminate this Agreement, in whole or in part, in the event the Department determines, in its sole and absolute discretion that the BUSINESS is not materially complying with any term or provision of this Agreement. The Department may terminate this Agreement, in whole or in part, in the event that the Department determines, in its sole and absolute discretion, that there exists an event of default under and pursuant to the terms of any other agreement or obligation of any kind or nature whatsoever of the BUSINESS to the CITY, direct or contingent, whether now or hereafter due, existing, created or arising.
- 9.3.3 Unless the BUSINESS's breach is waived by the Department in writing, the Department may, by written notice to the BUSINESS, terminate this Agreement upon not less than twenty-four (24) hours prior written notice. Said notice shall be delivered by certified mail, return receipt requested, or by in-person delivery with proof of delivery. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement. The provisions hereof are not intended to be, and shall not be, construed to limit the Department's right to legal or equitable remedies.

ARTICLE X

Miscellaneous Provisions

- 10.1 Indemnification: The BUSINESS shall pay and save the CITY harmless from and against any and all claims, liabilities, losses, and causes of action which may arise out of the BUSINESS's activities related to the Work Program or otherwise under this Agreement, including all acts or omissions to act on the part of the BUSINESS and/or any persons acting for or on its behalf, and from and against the CITY, and from and against all costs, attorney's fees, expenses, and liabilities incurred by the CITY in the defense or investigation of any such claims or other matters.

- 10.2 Amendments: No amendments to this Agreement shall be binding unless in writing and signed by both parties hereto. Budget modifications must be approved by the Department in writing.
- 10.3 Ownership of Documents: All documents developed by the BUSINESS under this Agreement shall be delivered to the CITY upon completion of the activities required pursuant to this Agreement and shall become the property of the CITY, without restriction or limitation on their use if requested by the CITY. The BUSINESS agrees that all documents maintained and generated pursuant to this Agreement shall be subject to all provisions of any federal and state Public Records requirements.
- 10.4 Award of Agreement: The BUSINESS warrants that it has not employed or retained any person employed by the CITY to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person employed by the CITY and fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or resulting from the award of this Agreement.
- 10.5 Non-Delegability: The obligations undertaken by the BUSINESS pursuant to this Agreement shall not be delegated or assigned to any other person or firm, in whole or in part, without the CITY's prior written consent which may be granted or withheld in the CITY's sole discretion.
- 10.6 Construction of Agreement: This Agreement shall be construed and enforced according to the laws of the State of Mississippi.
- 10.7 Conflict of Interest:
- 10.7.1 The BUSINESS covenants that no person under its employ who presently exercises any functions or responsibilities in connection with CDBG Program funded activities has any personal financial interest, direct or indirect, in this Agreement. The BUSINESS further covenants, that in the performance of this Agreement, no person having such a conflicting interest shall be employed. Any such interest on the part of the BUSINESS or its employees must be disclosed in writing to the CITY.
- 10.7.2 The BUSINESS is aware of the conflict of interest laws of the State of Mississippi and agrees that it shall comply in all respects with the terms of the same.
- 10.7.3 Procurement: The BUSINESS shall comply with the standards contained within 24 CFR Part 84.
- 10.7.4 In all other cases, the BUSINESS shall comply with the standards contained within 24 CFR 570.611.
- 10.8 No Obligation to Renew: Upon expiration of the term of this Agreement, the BUSINESS agrees and understands that the CITY has no obligation to renew this Agreement.
- 10.9 Entire Agreement: This instrument and its attachments constitute the only Agreement of the parties hereto relating to the CDBG Funds and sets forth the rights, duties, and obligations of each of the parties hereto to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.
- 10.10 General Conditions:

- 10.10.1 All notices or other communications which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by in-person delivery or by registered mail addressed to the other party at the address indicated herein or as the same may be changed from time to time, upon notice in writing. Such notice shall be deemed given on the day on which personally served, or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

CITY of HATTIESBURG
La'Keylah White, Director
Federal & State Programs
200 Forrest Street
Hattiesburg, MS 39401

BUSINESS
Sheila Floyd Sandifer, Owner
Hair Creations by Sheila
1605 Adeline Street
Hattiesburg, MS 39401

- 10.10.2 Title and paragraph headings are for convenient reference and are not a part of this Agreement.
- 10.10.3 In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall control.
- 10.10.4 No waiver of breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.
- 10.10.5 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Mississippi or the City of Hattiesburg, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then same shall be deemed severed, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.
- 10.11 Independent Contractor: The BUSINESS and its employees and agents shall be deemed to be independent contractors and not agents or employees of the CITY, and shall not attain any rights or benefits under the Civil Service or Pension Ordinances of the CITY or any rights generally afforded classified or unclassified employees; further, they shall not be deemed entitled to the Mississippi Worker's Compensation benefits as employees of the CITY.
- 10.12 Successors and Assigns: This Agreement shall be binding upon the parties hereto, and their respective heirs, executors, legal representatives, successors, and assigns.
- 10.13 Business Certification: The BUSINESS certifies that it possesses the legal authority to enter into this Agreement pursuant to authority that has been duly adopted or passed as an official act of the BUSINESS's governing body, authorizing the execution of the Agreement, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the BUSINESS to act in connection with this Agreement and to provide such information as may be required.

IN WITNESS THEREOF,

The City of Hattiesburg and the AWARDEE have caused their signatures to be hereunto affixed and duly attested:

City of Hattiesburg, Mississippi

Hair Creations By Sheila

By: _____
Johnny L. DuPree, Mayor

By: _____
Sheila Floyd Sandifer, Owner

Date: _____

Date: _____

Attest: _____
Kermas Eaton, City Clerk

Attest: _____

Date: _____

Date: _____

**CITY OF HATTIESBURG – FEDERAL & STATE PROGRAMS
CDBG MICROENTERPRISE PROGRAM APPLICATION FORM**

GENERAL INFORMATION

Date: 11/30/2016

Business Name: Hair Creations by Sheila

Business Owner(s): Sheila Floyd Sandifer

Business Address: 1605 Adeline Street

Telephone: 601-408-3535 Email: Haircreations@hotmail.com

EIN (Required) 5877472891

DUNS Number (Required) 006335256

Is this a for-profit business?

☒ YES ☐ NO

Is this application based on (check one):

- a) ☐ business owner's status as a low-income individual
If so, provide number of people in owner's household _____
Also, provide estimate of the household's annual income _____
(this will require additional documentation of household income for all owners)
- b) ☒ business owner's intention to create jobs to be held by LMI persons
(certain requirements will apply)

Describe work performed by this business:

Hair Creations by Sheila offer a wide selection of beauty services to all customers. We provide services from both stylists and barbers

When was the business established? November 1999

Is the current owner also the founder of the business? Yes

If not, when did the current owner acquire the business? _____

Describe typical clientele and/or customers of this business:

Our clients are from the ages of 6-70 years. Some of our clients are cancer patients in need of wigs and hair replacements

What is the Year-to-Date income of the business? 24,000.00 / 6,837.00 after deductions

Are financial documents (tax returns, balance sheet, recent P&L statements, business's budget including proposed award, etc.) attached? ☒ YES ☐ NO

Current Number of Employees of the business (including owner(s)) 2

Describe roles of employees by position and whether or not unique training, education, or experience is necessary to perform the duties. Include the salary/wage range for the position.

- Stylist - must have license and proper documents - 8.00 - 10 hr based on levels of experience
- Receptionist - must have skills in book keeping and computer skills 8.00 hr.
-
-
-

Impact of Microenterprise Funds:

What is the intended use of a Microenterprise Award (equipment, materials, working capital, etc.)?

New equipment

Number of NEW Full-Time-Equivalent positions created: _____

Estimated number of NEW clients/customers (that will not otherwise be actualized): 10-20 more clients

Estimated financial impact to business: Extra 500.00 - 800.00 A week

What roles will newly hired employees fill? Massage Therapist, Stylist & Receptionist

If new ROLES/work classifications are created, describe the positions and whether or not unique training, education, or experience is necessary to perform the duties. Include the anticipated salary/wage range for the position.

- Massage Therapist - must have license with the state of MS. Provides different forms of massage techniques
- Paid 10.00 hr. - 20-30 hrs A week
- Shampoo Assistant - must have hours acquired with the state of Mississippi Paid minimum wage
- Receptionist - must have book keeping skills + Computer Skills paid 8.00 - 20-30 hrs A week
-

Describe plans to provide necessary training for newly hired employees:

Each New Employee must already be experienced. There shouldn't be much training required

Outline the business's hiring/training schedule assuming the award is made:

Each applicant will have the necessary background check before he or she is considered and proper documentation (license)

RECORD KEEPING

Does the applicant agree that **progress reports** will be submitted to the City of Hattiesburg on a quarterly basis (or more frequently if requested) for the entirety of the grant period? ☒ YES NO

Is the agency capable of maintaining customer/client records for accurately reporting accomplishments? ☒ YES NO

Does the agency have a system for identifying "New" unduplicated clients? ☒ YES NO
If no, is it feasible for the business to establish such a system: _____

Is the business aware that the City of Hattiesburg may monitor the business periodically over the course of a number of years to track the effectiveness of any Microenterprise Award? ☒ YES NO

Will the business maintain detailed employee records (applications, hiring dates, wages and wage changes, termination dates, marketing efforts to fill positions, etc.) ☒ YES NO

RECORDKEEPING AND DOCUMENTATION

An agreement between the City and a subgrantee/subrecipient must specify that records/documents be maintained including:

- Description of activities to be taken;
- Information indicating that a National Objectives is being met by the activities conducted;
- Eligibility information demonstrating eligibility of activities;
- Documents on use of CDBG funds for acquisition/improvement/use/disposition of property
- Documents showing compliance with fair housing, affirmative action; equal opportunity requirements;
- Financial records;
- Other records (per Subpart K; 24 CFR 570): labor, environmental standards; National Flood Insurance; displacement/relocation/acquisition/replacement of housing; employment/contracting opportunities; lead-based paint; debarred contractors; cost principles, conflict of interest.

Is the agency capable of maintaining applicable records? ☒ YES NO

Will records be maintained for five years after termination of activities funded under this agreement? ☒ YES NO

FINANCIAL INFORMATION:

Does the agency have the components of a financial management system including a chart of accounts, general ledgers, reconciliation, etc.? ☒ YES NO

This application/questionnaire is intended as a means to identify qualified businesses, and in no way promises funding from any source. By signing below, the business attests that all information contained herein is accurate, and that if granted funds, the business will comply with all applicable regulations. Additionally, the business understands that if information in this application is later found to be inaccurate or if the organization in any way fails to comply with CDBG requirements, the business and/or its representatives may be required to repay grant funds to the city's CDBG program.

Signature of Authorized Representative Sheila Sandifer

Hair Creations By Sheila

1605 Adeline Street

Hattiesburg, MS 39401

Jobs and their descriptions:

Jobs that will be created at Hair Creations By Sheila will include a receptionist, a shampoo assistant, and a massage therapist.

- **Receptionist:** Will assist in answering the phone, making appointments and greeting of clients.
- Hiring a receptionist will be a great addition to the salon.
- Paid hourly..\$8.00, 20-30 hrs a week=240
- Depending on two part-time employees or one full-time employee; the pay may increase.

- **Shampoo assistant:** will shampoo clients and assist in picking up products that's needed for the service.
- Paid hourly... Paid minimum wage, paid more based on experience.

- **Massage therapist:** Provides different forms of massage techniques. Actual service ranges from \$45.00-100.00 an hour.
- Paid according to experience\$10.00 an hour 20-30hrs a week

These jobs will be created if awarded the CDBG MICO-ENTERPRISE LOAN

FINANCIAL ASSUMPTION

The **CDBG MICROENTERPRISE** program award will give us the ability to purchase equipment and create extra working space for the new stylist and massage therapists.

Equipment need with the program award:

3 stylist chairs	\$3,000.00 (\$1,000 each)
3 styling stations	\$3,000.00 (\$1,000 each)
2 hair dryers	\$600.00 (\$300.00 each)
3 styling floor mats	\$600.00 (\$200.00 each)
Massage table	\$300.00

Products:

Supplies and products	2,500.00
-----------------------	----------



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

FILE NUMBER: 2016-92

MEETING DATE: 12/06/2016

MINUTE BOOK NUMBER:

Brief Title: Acknowledge receipt of request filed by Leonard Bu

Title: Acknowledge receipt of request filed by Leonard Busby, Capturion Network, LLC, to appeal the Urban Development Director's denial of a request to convert a static billboard to a tri-vision billboard located at 5012 US Highway 98; Pattie Brantley, Urban Development Director, denied the application on October 10, 2016 based on LDC 95.12 2.; re-schedule the public hearing before City Council (previously set for 4 p.m. December 5, 2016) for 4:00 p.m. January 3, 2017; and authorize publication of Public Notice of Appeal Public Hearing.

Type: Action Item

Drafter: Ginger Maddox

In Control: City Council

Reference:

Attachments: 5012 US Hwy 98 - Sign Application - Billboard, Appeal Letter - Capturion Network October 17 2016

File Created: 11/29/2016

Budget Information:

Expenditure Type:

Purchasing Item:

Publication Information: Public Notice to set hearing to publish in Hattiesburg American on December 16, 2016 (18 days prior to January 3, 2017 hearing).

History of Legislative File

16. 007922

RECEIVED

SEP 06 2016

REC BY: *[Signature]*

SIGN PERMIT APPLICATION

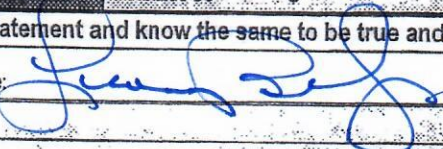
CITY OF HATTIESBURG - LAND DEVELOPMENT CODE OFFICE
P O BOX 1898 - HATTIESBURG, MS 39403-1898 - PHONE (601) 545-4559

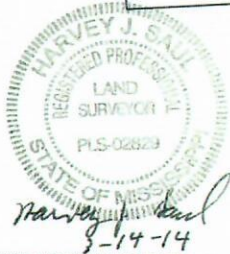
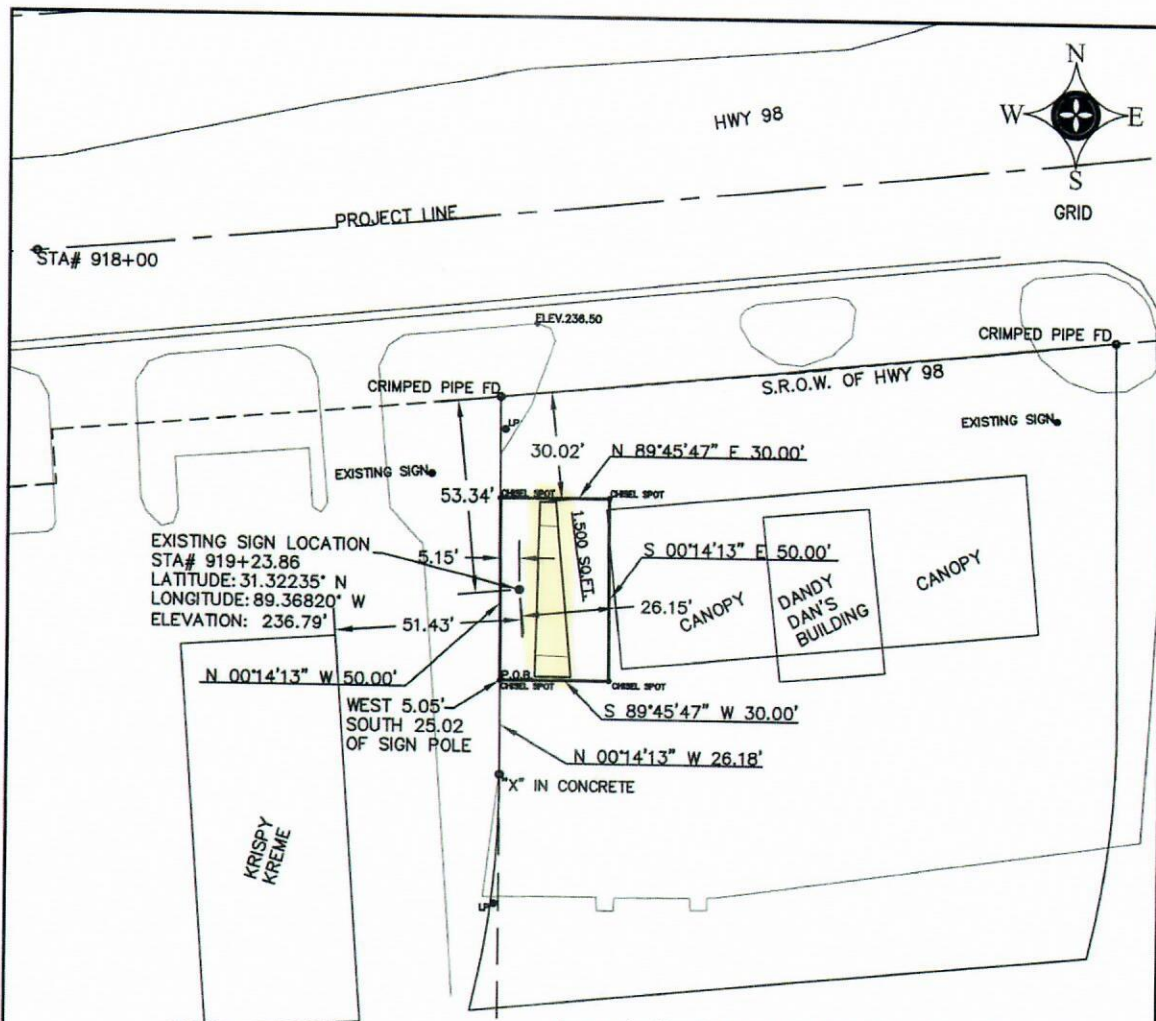
RECEIVED

SEP 4 2016

REC BY: *[Signature]*

Application must be completed IN FULL prior to any review by LDC Staff			
Drawings CANNOT be faxed as they are typically illegible.			
L.E.D. Signs must also be approved by the Site Plan Review Committee for SPRC application contact 601-545-4599			
			DATE
Name of Project	Texaco US HWY 98		
Property Address	5012 US HWY 98		
Phone Numbers (cell, office, etc.)	601-580-8283		
City Hattiesburg	State MS	Zip 39440	County Lamar
If mailing address different from above - please complete the following information:			
Property Owner/Company Name	Mississippi Oil, INC in C/O Busby Companies		
Mailing address	P.O. Box 6439		
Phone Numbers (cell, office, etc.)	601-428-4014		
City Laurel	State MS	Zip 39441	County Jones
Shaded areas are for L.D.C. Staff only			
Zoning Class B.5	Historical District N/A	Flood Zone X	
Panel #	Map #	Eff. Date	
WARD 3		CONTRACTOR INFORMATION:	
SIGN CONTRACTOR:	Capturion Network, LLC	VERIFIED BY LDC:	
ELECTRICAL:	Dubose Electric	INS	BOND
RESPONSIBLE PARTY FOR CLEANUP/DISPOSAL:		(SIGNATURE)	Leonard Busby, II
Clean-up Contact Person:	Leonard Busby, III	Company Name:	Capturion Network, LLC
Address:	P.O. Box 6439 Laurel, MS 39441	Phone:	601-428-4014
The following items or information is required for review of this application			
Site Plan/Property Plat with sign location, setback and ALL sign and setback dimensions		(attach)	
Vicinity Map for Property Site Required		(attach)	
Parcel Number:	051P-11-038.000 (Null)	PPIN #	11883
Corner Lot? (yes/no)	YES	Interior Lot? (yes/no)	NO
Are there any existing freestanding signs at this location? (yes/no)	YES	Church Sign? (yes/no)	NO
Engineer Certification (attach) as to:		School Sign? (yes/no)	NO
State/Federal Permit Required (Highway Dept)	Yes: X	No:	
Describe Scope of Work:		Wind load:	
Convert existing static face to a new Tri- Vision Face. Brick and Stone the pole for Aesthetic Purposes .		If yes, Permit #	
Being that there are others in the city that exist now this should be approved without any objection, also if you will note you need to sign my MDOT Application that is required by State Law in which we meet all of their spacing requirements, just like all of the other existing Tri-Visions within the City			
As the City has allowed our competitors to erect Tri-Vision signs and/or has not demanded that our competitors take down their existing Tri-Vision signs, we would ask that we not be treated differently by the City. We are entitled to the same equal protection under the law			
Variance(s) Required?	How many	Section #	
	Requires:	Requests:	
	How many	Section #	
	Requires:	Requests:	

SIGN DETAIL										
Check appropriate block(s) or indicate Letter			1st SIGN		2nd SIGN		3rd SIGN		4th SIGN	
New Sign										
Replacing Existing Sign										
Change Out Face Only - NO change in size/message area			X Change out Face							
Permanent Sign (P)	or	Temporary Sign (T)	P							
Commercial (C)	or	Non-Commercial (NC)	C							
Off Premise (need site plan) (Off)	or	On Premise (On)	OFF							
Freestanding (F)	or	Monument (M)								
Roof Sign (R)	or	Projecting (P)								
L.E.D.	or	Marquee (M)								
Building Mounted (B)	or	Wall Mounted (W)								
Tubing or String of lights (T or S)	or	Directional (D)								
Billboard (specify if single (S), "V" shaped (V) or back-to-back (B/B) style)			V Shaped							
Other (specify type)			Tri Vision							
Give details for each proposed sign										
Street Frontage (Linear Foot)			170 Feet	ft		ft		ft		ft
Front Setback (to property line/not road)			F 30.02 Feet	ft	F	ft	F	ft	F	ft
Nearest Side Setback (to property line/not road)			S 5.15 Feet	ft	S	ft	S	ft	S	ft
Rear Setback (to property line/not road)			R 90 Feet	ft	R	ft	R	ft	R	ft
Overall Sign Height (ground to top of pole)			H 26 Feet	ft	H	ft	H	ft	H	ft
Ground Clearance			C 23 Feet	ft	C	ft	C	ft	C	ft
Sign Height			H 40 Feet	ft	H	ft	H	ft	H	ft
Sign Width			W 48 Feet	ft	W	ft	W	ft	W	ft
Sign Depth			D 20 Feet	ft	D	ft	D	ft	D	ft
How many sides? 1, 2, Multi (M), 3 dimensional (3)			2 Faces							
Distance between backs of signs (B/B)			B/B		B/B		B/B		B/B	
Standard Message Area Square Footage (per panel or section)			672	Sq Ft		Sq Ft		Sq Ft		Sq Ft
Standard Message Area Square Footage (per panel or section)			672	Sq Ft		Sq Ft		Sq Ft		Sq Ft
Standard Message Area Square Footage (per panel or section)				Sq Ft		Sq Ft		Sq Ft		Sq Ft
Standard Message Area Square Footage (per panel or section)				Sq Ft		Sq Ft		Sq Ft		Sq Ft
Standard Message Area Square Footage (per panel or section)				Sq Ft		Sq Ft		Sq Ft		Sq Ft
Standard Message Area Square Footage (per panel or section)				Sq Ft		Sq Ft		Sq Ft		Sq Ft
L.E.D. Message Area Square Footage				Sq Ft		Sq Ft		Sq Ft		Sq Ft
TOTAL Message Area for overall sign			1344	Sq Ft		Sq Ft		Sq Ft		Sq Ft
L.E.D. Color										
Illuminated (I)	or	Non-Illuminated (NI)	I							
Internally Illuminated (II)	or	Externally Illuminated (EI)								
For Building or Wall Signs: Size/Area Height			H	ft	H	ft	H	ft	H	ft
For Building or Wall Signs: Size/Area Width			W	ft	W	ft	W	ft	W	ft
For Building or Wall Signs: Overall Wall Size/Area				Sq Ft		Sq Ft		Sq Ft		Sq Ft
For Billboards - Distance from closet billboard on same side of street			746.4B	ft		ft		ft		ft
If Commercial Project over \$10,000 then you must provide an MPC Number #					Total Job Cost		\$ 25,000			
					Permit Fee		\$			
I hereby certify that I have read and examined this statement and know the same to be true and correct:										
Print Name: Leonard Busby, III			Signature: 							
Notes:										
Approved by:			Date approved				Date issued			
Permit Number			Cross Ref. Permit				Prepared by:			



NOTE:
ALL BEARINGS AND DISTANCES BASED ON
TRANSVERSE MERCATOR-MISSISSIPPI EAST ZONE NAD83.
BEARINGS DETERMINED BY GPS - GRID NORTH.
HORIZONTAL AND VERTICAL CONTROL STATION: INET NETWORK
VERTICAL DATUM- NAVD88
SURVEY PERFORMED BY RTK GPS AND CONVENTIONAL
COMBINED FACTOR: 0.99987644
CONVERGENCE ANGLE: -00°16'41\"/>

A parcel of land lying in the NE 1/4 of the SE 1/4 of Section 11, Township 4 North, Range 14 West, Lamar County, Mississippi, described as follows:

Commencing at the SE/C of the NE 1/4 of the SE 1/4 of Sec.11-T4N-R14W, Lamar County, Mississippi, thence run West 1054.89 feet, thence run North 410.93 feet to a chiseled X in the concrete, thence run N 00°14'13\"/>

SE/C OF THE NE 1/4 OF THE
SE 1/4 OF SEC.11-T4N-R14W,
LAMAR COUNTY, MISSISSIPPI.
P.O.C.

DATE: 2/25/14	REFERENCE MATERIALS: ORIGINAL GOV'T FIELD NOTES; BENNIE J. SELLERS PLAT; DEED BOOK 8Z, PAGE 146-147; MDOT ROW PLAT; CLIENT'S INSTRUCTIONS				
SCALE: 1"=40'	SAUL SURVEYING AND MAPPING, LLC. 454 SHORT 7th AVENUE - LAUREL, MS 39440 PHONE: (601) 428-0800 - FAX: (601) 649-2372 EMAIL: hsaul@saulsurveying.com PROFESSIONAL SURVEYOR ALABAMA LICENSE #28446 / MISSISSIPPI LICENSE #02829 COPYRIGHT © 2014 ~ SAUL SURVEYING AND MAPPING, INC.				
SURVEY CLASS: B					
DWG. NO.: 022514A1(E.of krispy kreme)(air space lease)					
☒ SOLAR OBSERVATION ☐ BEARING DETERMINED BY GPS	LOCATION: SEC.11-T4N-R14W, LAMAR COUNTY, MISSISSIPPI.		NAME: CAPTURIOR SIGN AT DANDY DAN'S (HWY 98)(AIR SPACE LEASE)		
PREPARED BY: PB					
CREW LEADER: JP	☐ 1/2" REBAR	☒ GAS METER	☒ FIRE HYDRANT	FLOOD MAP:	
CHECKED BY: HJS	☐ CONCRETE MARKER	PROPERTY LINE	☒ WATER METER	MAP DATE:	
NO TITLE RESEARCH DONE BY THIS SURVEYOR	☒ POWER POLE	CENTER LINE	☐ WOOD FENCE	FLOOD ZONE:	
	☒ LAMP POLE	WIRE FENCE	☐ ELECTRICAL LINE	FLOODS: YES ☐ NO ☐	

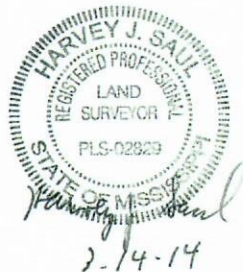
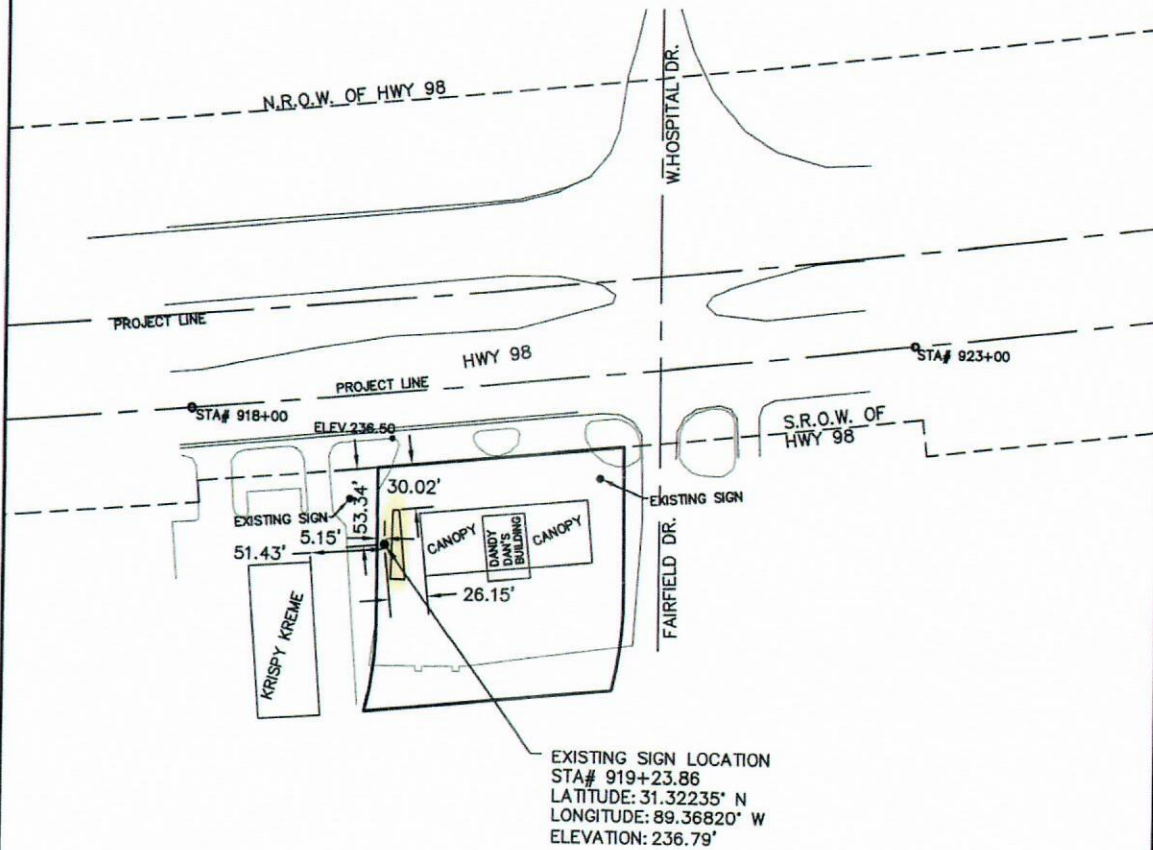
Sheet No: _____ of _____

Permit No: _____

REVISIONS			
APPLICANT		MDOT	
DATE	BY	DATE	BY



Show North
GRID



SCALE: 1"=100'
DWG# 022514A1(E.of krispy kreme)(MDOT)
PREPARED BY: PB

NOTE: ALL BEARINGS AND DISTANCES BASED ON
TRANSVERSE MERCATOR-MISSISSIPPI EAST ZONE NAD83.
BEARINGS DETERMINED BY GPS - GRID NORTH.
HORIZONTAL AND VERTICAL CONTROL STATION: INET NETWORK
VERTICAL DATUM- NAVD83
SURVEY PERFORMED BY RTK GPS AND CONVENTIONAL
COMBINED FACTOR: 0.99997644
CONVERGENCE ANGLE: -00°16'41"

FINAL ADMINISTRATIVE RULE/REGULATION ADOPTION
STATE BOARD OF CONTRACTORS
STATE OF MISSISSIPPI

Effective October 15, 2007 the following administrative rule/regulation has been officially adopted by the Mississippi State Board of Contractors.

Once a building permit is issued to a residential builder or remodeler, or the holder of a certificate of responsibility by a municipal or county building official, or any other authority charged with the duty of issuing local building permits, such licensed residential builder or residential remodeler or holder of a certificate of responsibility shall exhibit a sign at the permitted job site which shall include, prominently displayed in lettering at least two (2) inches high and twelve (12) inches wide, the license or certificate of responsibility number of the residential builder or residential remodeler or holder of the certificate of responsibility and the State issuing it.

Captureion Network, LLC

Contractor Company

P.O. Box 6439, Laurel, MS
39441

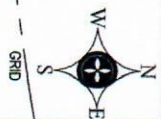
Company Address:

[Signature]

Contractor Signature:

Sept 2nd 2016

Date:



N.B.O.W. OF HWY 98

PROJECT LINE

HWY 98

STA# 918+00

STA# 923+00

EXISTING OUTDOOR
ADVERTISING SIGN
(BILLBOARD)

EXISTING OUTDOOR
ADVERTISING SIGN
(BILLBOARD)

746.48'

FAIRFIELD DR.

S.B.O.W. OF
HWY 98

1102.89'



EXISTING SIGN LOCATION
STA# 919+23.86
LATITUDE: 31.32235° N
LONGITUDE: 89.36820° W
ELEVATION: 236.79'

LINE	BEARING & DISTANCE AS PER DEED	BEARING & DISTANCE AS PER SURVEY (NAD83)
L1	S 00°20'19" E 104.22'	
L2	S 1°35'12" W 2.33'	
L3	S 84°09'36" W 170.00'	
L4	N 1°35'12" E 2.33'	
L5	N 00°20'19" W 104.22'	
L6	N 84°09'36" E 170.00'	
CHORD	N 00°14'13" W 104.27'	
CURVE	RADIUS & ARC LENGTH	N 84°14'43" E 170.28'
C1	256.11' & 63.45°	S 06°45'08" W 63.29'
C2	256.11' & 63.45°	N 06°45'08" E 63.29'

DATE: 2/29/14

SCALE: 1"=100'

SURVEY CLASS: B

NOTES:

PROFESSIONAL
SURVEYOR

DWG. NO.:
02251441(E. of Krispy
Kreme)(area of review)

☒ SOLAR OBSERVATION
☐ BEARING DETERMINED BY GPS

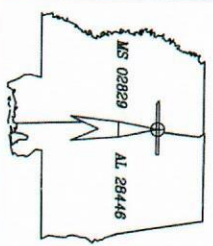
PREPARED BY: PB

CREW LEADER: JP

CHECKED BY: HJS

NO TITLE RESEARCH DONE
BY THIS SURVEYOR

REVISIONS



SAUL SURVEYING AND MAPPING, LLC.

ALABAMA LICENSE #29446 / MISSISSIPPI LICENSE #02829

PHONE: (601) 436-0800 - FAX: (601) 436-2572

EMAIL: bsa@saulsurveying.com

PROFESSIONAL SURVEYOR

CP/RIGHT © 2014 ~ SAUL SURVEYING AND MAPPING, INC.

LOCATION: SEC. 11-T4N-R14W, LAMAR COUNTY, MISSISSIPPI

NAME: CAPT/JON SIGN AT DANDY DAVIS (HWY 98)(AREA OF REVIEW)

1/2" REBAR

CONCRETE MARKER

POWER POLE

LAMP POLE

PROPERTY LINE

CENTER LINE

WIRE FENCE

GAS METER

FIRE HYDRANT

WATER METER

MAP DATE:

FLOOD ZONE:

FLOODS: YES ☐ NO ☐

NOTE: ALL BEARINGS AND DISTANCES BASED ON TRANSVERSE MERCATOR-MISSISSIPPI EAST ZONE NAD83. BEARINGS DETERMINED BY GPS - GRID NORTH. HORIZONTAL AND VERTICAL CONTROL STATION: NET NETWORK SURVEY PERFORMED BY RIK GPS AND CONVENTIONAL CONVENTION ANGLE: -00°16'41"

NOTE: NOT ALL EASEMENTS AND ROWS LOCATED OBSERVED OR RECORDED NOT ALL SUBSURFACE FEATURES LOCATED NOT ALL STRUCTURES AND FEATURES LOCATED





**BURSON ENTREKIN ORR
MITCHELL & LACEY, PA**

RICHARD O. BURSON
ROMNEY H. ENTREKIN ¹
CRAIG N. ORR
RYAN J. MITCHELL
P. GRAYSON LACEY, JR.
SHIRLEY M. MOORE ^{2,3}
BENJAMIN B. MORGAN
KATHERINE B. SUMRALL

¹ ALSO ADMITTED IN LOUISIANA

² ALSO ADMITTED IN TENNESSEE

³ ALSO ADMITTED IN ALABAMA

FILED

OCT 17 2016

BY  CITY CLERK
DEPUTY CLERK

October 17, 2016

Mr. Kermas Eaton
City Clerk
City of Hattiesburg
P. O. Box 1898
Hattiesburg, MS39403-1898

VIA HAND-DELIVERY

Re: Convert Static Off-Premise Sign to Tri-Vision
Sign Application for Texaco from Capturion Network, LLC
5012 U. S. Highway 98
Hattiesburg, MS 39401

Dear Mr. Eaton:

I represent Capturion Network, LLC in connection with the above matter. I am in receipt of Patti Brantley's October 10, 2016 letter regarding the above matter. A copy of that letter is enclosed herewith for your convenience.

Ms. Brantley's letter states that should my client "desire to appeal this decision, a letter of appeal must be filed with the city clerk's office within ten (10) days of this communication." Please consider this letter our notice of appeal. To the extent that a formal form is required, I am, out of an abundance of caution, enclosing the form REQUEST TO APPEAL PLANNING COMMISSION RECOMMENDATION that we received from Ms. Brantley's office.

The basis of our appeal is that the City Of Hattiesburg is treating my client differently than other billboard sign companies with respect to Tri-Vision billboard signs. As Ms. Brantley's letter notes: "I am fully aware that we have [Tri-Visions billboard signs] in some areas of the city." There are in fact several such signs in the city limits, and the city has taken no action whatsoever to bring those signs in compliance with the regulations set forth in Ms. Brantley's letter. By allowing my client's competitors to erect and/or maintain Tri-Vision billboard signs within the city limits but refuse my client those same rights, the city is treating

my client differently. This deprives my client of its rights under the Mississippi and United States Constitution.

Accordingly, we respectfully appeal Ms. Busby's decision. Please direct this letter to the planning division manager for processing for a public hearing before the city Council.

Should you need anything further from me, please do not hesitate to contact me.

Sincerely,

Burson Entrekin Orr Mitchell & Lacey, PA



Craig N. Orr

CNO/plw

Cc: Patricia Brantley, AICP Director, Dept. of Urban Development
Annie Amos, Esq., City Attorney
Ginger Maddox, Planning Division Manager
All with enclosures



Mayor

Johnny L. DuPree, Ph.D.

Council - Ward 1
Kim Bradley

Council - Ward 2
Deborah Denard Delgado

Council - Ward 3
Carter Carroll

Council - Ward 4
Mary Dryden

Council - Ward 5
Henry Naylor

October 10, 2016

Mr. Leonard Busby
Capturion Network, LLC
P. O. Box 6439
Laurel, MS 39441

RE: Convert Static Off-Premise Sign to Tri-vision
Sign Application for Texaco from Capturion Network, LLC
5012 U. S. Highway 98
Hattiesburg, MS 39401

Mr. Busby,

In response to your request to convert an existing static billboard to a tri-vision billboard, the Sign Ordinance does not allow a revolving mechanism for on premise or off premise signs. I am fully aware that we have them in some areas of the city. As we have addressed earlier, the existing tri-vision billboards were either permitted before the adoption of the current Land Development Code or were permitted by MDOT, exclusive of city involvement. Your application to convert the static billboard located at 5012 US Hwy 98 to a tri-vision billboard has been denied. Section 95.12, Miscellaneous Restrictions and Prohibitions, of the Land Development Code has been included for your review.

Land Development Code

95.12 Miscellaneous Restrictions and Prohibitions:

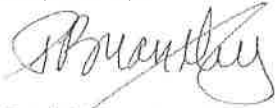
2. Signs that revolve or are animated or that utilize movement or apparent movement are prohibited. Without limiting the foregoing, banners, streamers, animated display boards, pennants, and propellers are prohibited, but signs that only move occasionally because of wind are not prohibited if their movement: (Amended by Ord. 2583, Sec. 1, 1/21/97)
 - a. Is not a primary design feature of the sign. (Amended by Ord. 2583, Sec. 1, 1/21/97)
 - b. The restriction of this subsection shall not apply to signs specified in 95.11.4. or to signs indicating the time, date, or temperature. (Amended by Ord. 2583, Sec. 1, 1/21/97)

Should you desire to appeal this decision, a letter of appeal must be filed with the City Clerk's office within ten (10) days of this communication. Your letter will then be directed to the Planning Division

Leonard Busby
October 10, 2016
Page 2

Manager and processed to hold a public hearing before the City Council. If you require additional assistance, you may contact me directly.

Respectfully,

A handwritten signature in cursive script, appearing to read 'P. Brantley', written in dark ink.

Patricia Brantley, AICP
Director, Department of Urban Development

C: Craig Orr, Attorney
Annie Amos, City Attorney
Ginger Maddox, Planning Division Manager



Send to:
Pattie Brantley, Director of Urban Development
Dept. of Urban Development
P.O. Box 1898
Hattiesburg, MS 39403
601.545.4591 or fax 601.545.1962

REQUEST TO APPEAL PLANNING COMMISSION RECOMMENDATION

Today's Date:	October 17, 2016
Planning Commission Meeting Date:	N/A
<i>(Appeals must be made within ten consecutive days of the recommendation)</i>	
Name of Property Owner/Petitioner:	Mr. Leonard Busby, Capturion Network, LLC
Name of Person Requesting Appeal Hearing:	Mr. Leonard Busby, Capturion Network, LLC
Mailing Address of Person Requesting Appeal Hearing:	P. O. Box 6439, Laurel, MS 39401
Address of Petitioned Property: 5012 U.S. Highway 98, Hattiesburg, MS 39401	
Petitioner's Request of the Planning Commission: Hearing and Re-Consideration of decision to deny application to convert the static billboard located at 5012 U.S. Highway 98 to a tri-vision billboard.	
Planning Commission's Recommendation: <i>Approve or Deny x</i>	

I/We hereby APPEAL the Planning Commission Recommendation for the above referenced petition and request to hold a Public Hearing before the Hattiesburg City Council.


Appellant (signature)

Appellant (signature)
As Attorney

THE EMERGENCY MANAGEMENT DISTRICT

4080 U.S. HIGHWAY 11
HATTIESBURG, MISSISSIPPI 39402-9024
OFFICE: (601) 544-5911
FAX: (601) 545-4516

November 28, 2016

Mayor Johnny Dupree
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Dear Mayor Dupree,

On Monday, November 21, 2016 at our monthly council meeting, our council voted to transfer our 2007 Ford F250 VIN#1FTNX20557EB11603 to the City of Hattiesburg and to remove the vehicle from our inventory.

We ask that you include this transfer information at your next City Council meeting approving the transfer of ownership to the City of Hattiesburg and removal from The Emergency Management District.

We will need a copy of the City Council meeting minutes to forward to Homeland Security so the truck can be removed from their inventory.

Thank you,



Glen Moore
Executive Director



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

FILE NUMBER: 2016-83

MEETING DATE: 12/06/2016

MINUTE BOOK NUMBER:

Brief Title: Acknowledge Homeland Security Cooperative Grant, HFD

<u>Title:</u> Acknowledge receipt and execution of the Homeland Security Cooperative Grant Agreement in the amount of \$8,000.00. (nunc pro tunc)

Type: Action Item

Drafter: Cecilia Jones

In Control: City Council

Reference:

Attachments: Homeland Security Cooperative Grant, 12-06-16

File Created: 11/29/2016

Budget Information:

Expenditure Type:

Purchasing Item:

Publication Information:

History of Legislative File

**STATE OF MISSISSIPPI
AND
GOVERNOR PHILLIP BRYANT**



**HOMELAND SECURITY
COOPERATIVE AGREEMENT**

Between

CITY OF HATTIESBURG FIRE DEPARTMENT

AND

MISSISSIPPI DEPARTMENT OF PUBLIC SAFETY



HOMELAND SECURITY COOPERATIVE AGREEMENT (CA)

On behalf of Governor Phillip Bryant, this Cooperative Agreement is entered into between the Department of Public Safety, Office of Homeland Security, hereto referred to as *Recipient*, and the City of Hattiesburg Fire Department hereto referred to as Sub-recipient.

Article I. Purpose

The purpose of this Cooperative Agreement (CA) is to utilize 100% federal funding (no match required) provided through FEMA, U.S. Department of Homeland Security to enhance capabilities within the State of Mississippi to respond to acts of domestic and international terrorism including the use of weapons of mass destruction. The Department of Public Safety, Office of Homeland Security will accomplish this by prioritizing and facilitating the delivery and use of federal financial assistance as identified in the published Office for Domestic Preparedness Homeland Security Grant Program Guidance (attached). This enables the Sub-recipient to exercise management discretion and control in achieving the specified objectives of this Cooperative Agreement within the State of Mississippi. It is intended that this partnership will result in the development of a competent and sustainable system designed to provide prevention/deterrence and emergency response to a potential terrorism event within the State.

Article II. Budget Narrative

The objectives outlined within the performance period of this Cooperative Agreement will be supportive of the priorities defined in the State Homeland Security Three-Year Strategic Plan in the form of equipment, planning, training, exercise, management and administration funding and shall be in compliance with FEMA Homeland Security Grant Program Guidance.

Article III. Period of Performance

The period of performance for this Cooperative Agreement shall begin on the date of acceptance of the **SUBRECIPIENT AWARD** execution and shall continue through the period of SUBRECIPIENT AWARD unless terminated by the Department of Public Safety. Future SUBRECIPIENT AWARDS for supporting the requirements of the jurisdiction may be awarded under the terms of this agreement through additional sub grants so long as all signatory officials remain unchanged.

Article IV. Reports

The Quarterly Report and financial reports: Request for reimbursement is due within 30 days after each reporting quarter: 1st Quarter, October-December, 2nd Quarter, January-March; 3rd Quarter, April-June; 4th Quarter, July-September.

The Quarterly and Progress reports must be submitted so that progress can be tracked and outcomes evaluated.

Article V. Roles and Responsibilities

A. Local *Sub recipient* General Guidance

1. The local *Sub-recipient* shall develop and improve their capability to combat the affects of a terrorism event. This is accomplished through the purchase of specialized equipment as identified in the published OJP selected equipment list or support of planning, exercises or training activities associated with the prevention, response or recovery from terrorism incidents.
2. The chief elected official is responsible for committing to the terms of this CA, budgeting local funds to purchase equipment or support jurisdictional exercise, training and planning efforts for executing this CA on behalf of the Sub-recipient's jurisdiction.
3. The Sub-Recipient shall designate a *Sub-recipient* public official as the Sub-recipient Grant Administrator (SGA) for developing and attaching the CA scope of work to Appendices A & B, obtaining project approval from respective officials, reporting, submitting applications to Recipient, equipment distribution, training, and obtaining and submitting supporting documentation and requests for reimbursement on behalf of the Sub-recipient to *Recipient* for repayment. **The SGA shall be responsible for reporting to the Mississippi Office of Homeland Security (MSOHS) via the Biannual Strategy Implementation Report (BSIR)**

B. Local Homeland Security Program Guidance

The Homeland Security Grant Program (HSGP) through the State Homeland Security Program (SHSP) provides funds for homeland security and emergency operations planning; the purchase of specialized equipment to enhance the capability of State and local agencies to prevent, respond to, and mitigate incidents of terrorism involving the use of chemical, biological, radiological, nuclear, and explosive (CBRNE) weapons and cyber attacks; for costs related to the design, development, and conduct of a State CBRNE and cyber security training programs and

attendance at ODP-sponsored CBRNE training courses; for costs related to the design, development, conduct, and evaluation of CBRNE and cyber security exercises; and for costs associated with implementing State Homeland Security Assessments and Strategies (SHSAS). See Annex A (Local Homeland Security Program) for specific guidance, policies, and reporting requirements.

C. *State Recipient*

1. The *Recipient* shall be the Department of Public Safety, Office of Homeland Security, acting on behalf of the State of Mississippi.
2. The Commissioner of the Department of Public Safety (DPS) or the Commissioner's Designee is the state signatory official and shall be the principal state official responsible for committing the state to the terms of this agreement. The DPS Commissioner, or his designee acting in the absence of the Commissioner, will exercise final approval authority of all *Sub-recipient* applications, grant awards, allocations, and requests for reimbursements and for ensuring overall *Recipient* administration.
3. The DPS, Office of Homeland Security, is designated the Recipient Point-of- Contact (POC) for assisting the *Sub-recipient* in developing the authorized equipment purchase list, specialized training requirements, and for providing overall day-to-day program management.

Article VI. Funding Consideration

The *Recipient* POC will receive and review *Sub-recipient's* application and forward to the SAA Director for approval. After approval the *Recipient* will issue a sub-recipient award letter, which authorizes the *Sub-recipient* to expend local funds and be reimbursed pursuant to the terms of this CA. **Local funds expended prior to the date of the award letter are not authorized to be reimbursed.**

When the *Sub-recipient* has expended funds awarded, the SGA will prepare and submit a Request for Reimbursement to the *Recipient POC*. This request shall contain all appropriate supporting documentation to substantiate expenses made in accordance with all applicable requirements. The *Recipient POC* will review the reimbursement package for completeness and forward to the *Recipient* Office of the Comptroller for payment.

- A. The *Recipient* will not be liable under this Agreement for any amount greater than the award allocated by the Office for Domestic Preparedness to the State for the grant performance period.
- B. No cost or obligation shall be incurred by the *Recipient* under this Agreement unless and until the *Recipient* advises the *Sub-recipient* in writing that the application has been approved and funds are available.

- C. Reimbursement will be made by the *Recipient* to the *Sub-recipient* based on the **Mississippi Sub-recipient Reporting Worksheet**. Required documentation must accompany the worksheet.
- D. Reimbursement is contingent upon the funds being expended in accordance with all applicable local and state regulations, as well as Federal regulations, policies, guidelines, and submission for reimbursement made in accordance with the SAA's grant policies and procedures manual.
- E. *Sub-recipient's* requests for advance of funds to support purchases of equipment or other expenditures must be requested in writing to the recipient POC explaining the justification for the request. Reasons, i.e., shortage of local funds or items not contained in current annual jurisdictional budget must be accompanied by purchase orders.
- F. *Sub-recipient's* Request for Reimbursement and other required financial reports will be submitted to the *Recipient* with a copy of all receipt(s) or invoices showing that authorized equipment or other expenditures such as personnel, supplies, etc. has been paid for in-full by *Sub-recipient* and attached to an approved grant application.

Article VII. Maintenance, Replacement costs and Use of Equipment

- A. Equipment purchased under the terms of this CA will be stored, maintained and used in accordance with the purpose and objectives of this Cooperative Agreement. The equipment may be used for terrorism training and exercise purposes and in response to an actual terrorism event. If the equipment is used in response to a non-terrorist related event, then any maintenance or replacement costs will be the sole responsibility of the *Sub-recipients*.
- B. The sub-recipient is required to maintain an equipment inventory list that contains the following information: equipment description, identification/serial number, title holder, acquisition date, cost, percentage of federal funds used in the cost, location, use and condition, and disposition date.

Article VIII. Nonperformance

Failure by the *Sub-recipient* to comply with the terms of this Cooperative Agreement may result in suspension from the program and loss of any outstanding grant fund allocation balance, as determined by the *Recipient*. Failure to expend all grant funds awarded (by date stated on Awards Letter) and to comply with Recipient request and guidelines will result in the reallocation of unspent grant funds and the immediate redistribution of all equipment

purchased with grant funds. In addition, the failure to maintain adequate response capability (as determined by the MOHS) will also result in the reallocation of grant funds and the immediate redistribution of all equipment purchased with grant funds.

Article IX. Administrative Provisions

The *Recipient* and *Sub-recipient* agree to carry out the administrative and financial requirements of this Agreement in accordance with the policies and procedures established by FEMA and set forth in other applicable state and federal guides.

The Biannual Strategy Implementation Report (BSIR) will update information on obligations, expenditures, and progress made on activities and will include an update of all information submitted in that report.

C. Other Provisions

1. Nothing in this agreement is intended to conflict with current laws or regulations of Mississippi or your jurisdiction. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.
2. Sub-recipient is required to ensure that grant monies are used to support all Emergency Service related agencies and departments, specifically law enforcement, fire and rescue. Senior officials of these agencies must sign this agreement and familiarize themselves with the rules and regulations governing each grant program. They are encouraged to work together in determining and prioritizing their needs and requirements prior to submitting their plan.
3. If the sub-recipient (organization/jurisdiction) expends \$500,000 or more in federal funds (from all sources including pass-through sub awards) in the sub-recipient's (organization/jurisdiction) fiscal year (12-month turnaround reporting period) is required to have a single organization/jurisdiction wide audit conducted in accordance with the provisions of the Office of Management and Budget (OMB) Circular A-133.
4. All final requests for reimbursement must be received in the Mississippi Office of Homeland Security no later than 45 days after the period of performance.
5. Sub-recipient is required to complete EHP Review as required for Equipment Purchases and any type of Construction.

6. All sub-recipients (and or jurisdictions) must also maintain membership in the Emergency Management Assistance Compact (EMAC) to facilitate the mutual aid of capabilities in order to be eligible for Department of Homeland Security (DHS) grant funding and reimbursement of DHS grant funds.

7. **Effective October 1, 2010 ALL sub-recipients are required to have and furnish a Dun and Bradstreet Data Universal Numbering System (DUNS) number to the Mississippi Office of Homeland Security as a component of the Article IX. A DUNS number is the nine digit number established and assigned by Dun and Bradstreet, Inc (D&B) to uniquely identify business entities. If your jurisdiction does not have a DUNS number, one may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).**
NO GRANT AWARD LETTER WILL BE ISSUED WITHOUT THE SUB RECIPIENT HAVING A DUNS NUMBER.

Article X. Execution

IN WITNESS WHEREOF, the parties names herein have duly executed this Cooperative Agreement on the date set forth below:

SUBRECIPIENT: CITY OF HATTIESBURG FIRE DEPARTMENT ATTEST:

By: 
Executive Director

Date: 11/22/16

APPROVED:

By: _____
Agency Attorney

Date: _____

DUNS Number: _____

APPROVED:

State of Mississippi

By: _____
Mark McKee, Executive Director
Mississippi Office of Homeland Security

Date: _____

FISCAL YEAR 2016

STATE HOMELAND SECURITY GRANT PROGRAM

LOCAL HOMELAND SECURITY PROGRAM FISCAL YEAR 2016

TOTAL AWARD: **\$8,000.00**

Allowable Equipment Costs

Allowable equipment categories for FY14 HSGP are listed on the web-based Authorized Equipment List (AEL) on the Responder Knowledge Base (RKB), which is sponsored by ODP and the Oklahoma City National Memorial Institute for the Prevention of Terrorism (MIPT) at <http://www.rkb.us>. The website is designed to provide emergency responders, purchasers, and planners with a trusted, integrated, online source of information on products, standards, certifications, grants, and other equipment related information. By integrating this information, which includes the Inter-Agency Board's (IAB) Standardized Equipment List (SEL) and the AEL from ODP, into one location, responders, vendors, standards organizations, training facilities, and grant making organizations have a trusted first source to answering questions such as:

- What equipment is on the market?
- Has it been certified?
- If so, to what standard?
- What training is needed to use it effectively?
- Are there experts available for consultation and questions?

The FY14 HSGP, AEL is housed on the RKB and relies heavily on the SEL developed by the IAB for Equipment Standardization and Interoperability. The 2014 AEL has been modified to facilitate cross-referencing of the SEL in an effort to eliminate redundancy. Both the AEL and SEL are available on the RKB, which also offers an interactive version that provides links to corresponding SEL items and commercial products. In some cases, items on the SEL are not allowable under FY14 HSGP or will not be eligible for purchase unless specific conditions are met. In addition, some items eligible under this grant program are beyond the scope of the SEL and thus will only appear in the AEL.

Planning Costs Allowable

SHSP funds may be used for a range of homeland security planning activities, including the following:

Developing and implementing homeland security support programs and adopting DHS national initiatives including but not limited to the following:

- Costs associated with the implementation and adoption HSPD-8 initiatives
- Costs associated with the implementation and adoption of NIMS
- Costs associated with the modifying existing incident management and emergency operations plans to ensure proper alignment with the NRP coordinating structures, processes, and protocols
- Establishment or enhancement of mutual aid agreements
- Development of communications and interoperability protocols and solutions
- Conducting local, regional, and tribal program implementation meetings
- Developing or updating resource inventory assets in accordance to typed resource definitions issued by the NIC
- Design state and local geospatial data systems
- Development of related critical infrastructure terrorism prevention activities including:
 - o Planning for enhancing security during heightened alerts, during terrorist incidents and/or during mitigation and recovery
 - o Public information/education: printed and electronic materials, public service announcements, seminars/town hall meetings, web postings coordinated through local Citizen Corps Councils
 - o Citizen Corps activities in communities surrounding critical infrastructure sites, including Neighborhood Watch, VIPS, and other opportunities for citizen participation
 - o Evaluating CIP security equipment and/or personnel requirements to protect and secure sites
 - o CIP cost assessments, including resources (financial, personnel, etc.) required for security enhancements/deployments.

Develop and enhance plans and protocols, including but not limited to:

- Develop or enhance emergency operations plans and operating procedures
- Develop terrorism prevention/deterrence plans
- Develop plans, procedures, and requirements for the management of infrastructure and resources related to HSGP and implementation of State or Urban Area Homeland Security Strategies
- Develop or enhance border security plans
- Develop or enhance cyber security plans
- Develop or enhance cyber risk mitigation plans
- Develop or enhance agriculture/food security risk mitigation, response, and recovery plans
- Develop public/private sector partnership emergency response, assessment, and resource sharing plans
- Develop or update local or regional communications plans
- Development of plans to support and assist special needs jurisdictions, such as port authorities and rail and mass transit agencies
- Development or enhancement of continuity of operations and continuity of government plans
- Development or enhancement of existing catastrophic incident response and recovery plans to include and integrate federal assets provided under the NRP.

Develop or conduct assessments, including but not limited to:

- Conduct point vulnerability assessments at critical infrastructure sites/key assets and develop remediation/security plans
- Conduct cyber risk and vulnerability assessments
- Conducting assessments and exercises of existing catastrophic incident response and recovery plans and capabilities to identify critical gaps that cannot be met by existing local and state resources
- Activities which directly support the identification of specific catastrophic incident priority response and recovery projected needs
- Activities which directly support the identification and advance preparation of predesignated temporary housing sites; for example:
 - o Conducting assessments and studies to identify qualified candidate sites
 - o Obtaining accurate site surveys and existing utility information
 - o Coordinating zoning requirements and necessary permits and/or waivers
 - o Coordinating environmental impact requirements related to a selected site
 - o Coordinating historic preservation requirements related to a selected site.

Allowable Training Costs

Local jurisdictions may use HSGP funds to enhance the capabilities of state and local emergency preparedness and response personnel through development of a state homeland security training program. Allowable training-related costs under ODP grant programs include: 1) establishment of CBRNE terrorism and cyber security training programs within existing training academies, universities or junior colleges; and 2) overtime and backfill costs associated with attendance at ODP-sponsored and ODP approved CBRNE and cyber security training courses.

The target audience for training courses include emergency preparedness, prevention and response personnel, emergency managers and public/elected officials within the following disciplines: firefighters, law enforcement, emergency management, emergency medical services, hazardous materials, public works, public health, health care, public safety communications, governmental administrative, cyber security and private security providers. The homeland security training program should also include training for citizens in awareness, preparedness, prevention, response skills, and volunteer activities and be coordinated through state and local Citizen Corps Councils.

Local jurisdictions are encouraged to adopt current ODP awareness and performance level courses. In order to deliver these courses, state and local instructors must have been certified to deliver the course by successfully completing ODP train-the-trainer courses. Detailed descriptions of ODP courses are included in the *ODP CBRNE Training Course Catalog* at <http://www.ojp.usdoj.gov/odp/docs/coursecatalog.pdf>. Programs of instruction for these courses will be made available upon request to assist efforts to institutionalize these training programs at the state and local levels.

ODP will conduct periodic reviews of all state and urban area training funded by ODP. These reviews may include requests for all course materials and physical observation of participation in the funded training. If these reviews determine that courses are outside the scope of this guidance, recipients will be asked to reimburse grant fund expended in support of those efforts.

ODP provides the following definitions of key training terms to facilitate a common understanding of the FY14 HSGP guidance:

- **ODP Courses:** Those courses developed for and/or delivered by institutions and organizations funded by ODP.
- **Federal Courses Related to CBRNE Terrorism:** Those courses developed for and or delivered by institutions funded by federal entities other than ODP which fall within the ODP mission scope: of which is to prepare state and local personnel to prevent, respond to, and recover from acts of terrorism involving CBRNE weapons.
- **Non-Federal Courses:** Those courses developed for and or delivered by institutions or organizations other than federal entities or ODP.

In addition, local jurisdictions shall follow accepted principles of instructional systems design, employing the Analysis, Design, Development, Implementation, and Evaluation (ADDIE) model or equivalent methodologies. (The ADDIE process is explained in greater depth in the *ODP Blended Learning Strategy* available on the ODP website at: <http://www.ojp.usdoj.gov/odp/blendedlearning>.) Local jurisdictions shall apply these methodologies to ensure that complete curriculum exists for training funded by ODP grant. Complete curriculum consists of:

- **Level of Training.** The state or urban area will identify the level(s) of training of the course(s) and materials submitted. Each submission must be identified as Awareness, Performance–Defense (Occupational Safety and Health Administration (OSHA) Operations), Performance–Offensive (OSHA Technician), or Planning/Management (OSHA Incident Command) levels. More detailed descriptions of the levels can be found at <http://www.ojp.usdoj.gov/odp/training.htm> or <http://www.osha.gov>.
- **Program of Instruction/Syllabus.** The program of instruction or syllabus is an outline or matrix of the course content. It addresses the scope of the training, course learning objectives, duration of the training (broken-down by module, session, or lesson), resource requirements, instructor to student ratio and an evaluation strategy. These items are not all-inclusive, but are the minimum categories that should be addressed.
- **Training Support Package.** The training support package includes all of the materials associated with the delivery of a training course. The following items should be included:
 - o **Instructor Guide/Instructor Outline/Instructor Lesson Plans:** The published instructor material that contains course text and special instructor notes that provides the information to deliver the material

- o **Participant Manual/Guide/Workbook:** The published student material that contains the supporting information in booklet or handout form that the participant has available for reference
 - o **Audio/Visual Support Materials:** Any audio/visual components that are part of any learning module, session, lesson, or that supports the overall training being delivered
 - o **Special Support Materials:** Any descriptions of practical exercises, tabletop exercises, hands-on exercises, or other material that supports learning objectives
- **Module/Session/Lesson Content.** Training courses should be designed based on a building block approach. Each sub-component in the course should be titled as a module, session, or lesson. Regardless of the title, each module, session, or lesson, should have a Lesson Administration Page that outlines the following:
- o **Scope Statement:** A brief description of the content of the module, session or lesson
 - o **Terminal Learning Objectives:** An action verb statement that outlines what the participant is expected to learn or be capable of performing at the conclusion of the module, session, or lesson. There should be only one terminal learning objective per module, session, or lesson
 - o **Enabling Learning Objectives:** Enabling learning objectives are the incremental learning objectives that support the terminal learning objective. There should be at least one enabling learning objective per module, session or lesson. Each enabling learning objective must be a measurable performance statement that enables the participant to demonstrate achievement of the terminal learning objective
 - o **Resource List:** A listing of the resources needed to successfully accomplish the module, session, or lesson
 - o **Instructor to Participant Ratio:** The instructor to participant requirement for successful presentation of the material (e.g., 1:25)
 - o **Reference List:** A listing of all reference materials used to develop the module, session, or lesson (This information may also be included as a bibliography).
 - o **Practical Exercise Statement:** This describes any exercises associated with the module, session, or lesson
 - o **Evaluation Strategy:** This defines the strategy used to evaluate the module, session, or lesson (e.g., written and/or performance test).

Conditional Approvals of Non-ODP Courses. In contrast to FY04, no conditional approvals, in advance of an independent third-party subject matter expert (SME) review, will be granted in FY14 for use of ODP funds to develop or institutionalize non-ODP courses. ODP will require local jurisdictions to adhere to a streamlined course approval process. Please see *Appendix E: Overview of Approval Process for Non-ODP Developed Courses* for more information. Courses will either be approved or disapproved following this review process.

Attending Other Federal Courses Related to CBRNE Terrorism. Local jurisdictions are no longer required to submit requests for personnel to attend certain Federal courses that fall within the ODP mission scope of preparing state and local personnel to prevent,

respond to, and recover from acts of terrorism involving CBRNE weapons. In lieu of requesting approval, local jurisdictions will be required to submit information on all federal training they are supporting with ODP funds via the Training section of the ODP website (<http://www.ojp.usdoj.gov/odp/training.htm>). This information will consist of course title, level of the training, the training provider, the date of the course, the number of individuals to be trained, and the sponsoring jurisdiction.

Several broad categories of courses will automatically be included in the list of eligible federal courses:

- All NIMS training approved by the NIMS Integration Center (NIC) is eligible for use of ODP funds.
- All Incident Command System (ICS) training offered through the National Fire Academy and the Emergency Management Institute is eligible for use of ODP funds. This guidance applies to resident training, train-the-trainer, and field delivery of courses.

A list of federal courses that fall within the ODP mission scope is included in *Appendix F: Federal Training Course List*.

These courses must build additional capabilities that 1) meet a specific need identified through the homeland security assessment process, and 2) comport with the State or Urban Area Homeland Security Strategy.

Federal funds must be used to supplement—not supplant—existing funds that have been appropriated for the same purpose. Thus, if the state or urban area has already budgeted for personnel to attend courses, ODP funds may only be used to send additional individuals above and beyond those previously budgeted.

Eligibility of Hazardous Materials Courses. Hazardous materials courses, including basic, operations, and technician level courses, are eligible for support through ODP funds **only if the course fully addresses the hazardous materials sections included in the ODP Emergency Responder Guidelines and the ODP Homeland Security Guidelines for Prevention and Deterrence**. If the hazardous materials course does **not fully** address the hazardous materials sections included in the *ODP Emergency Responder Guidelines* and the *ODP Homeland Security Guidelines for Prevention and Deterrence*, then the course is not considered an allowable use of ODP funds.

The training must not supplant existing resources, but rather must build additional capabilities above and beyond those that currently exist. Any additional capabilities pursued through these training opportunities must meet a specific need identified through the homeland security assessment process and must comport with the State or Urban Area Homeland Security Strategy.

Eligibility of Search and Rescue, Special Weapons and Tactics (SWAT), and Medical Trauma Courses. On September 1, 2004, ODP issued Information Bulletin #132 on the

Interagency Security Plan, available at <http://www.ojp.usdoj.gov/odp/docs/bulletins.htm>. In this bulletin, ODP expanded the allowable use of grant funds to support additional training in the areas of search and rescue, SWAT, and medical trauma provided certain requirements were met. The following sections provide further detail on these initiatives.

- *Eligibility of Search and Rescue Courses:* Local jurisdictions shall conduct search and rescue training in compliance with:

- o NFPA 1670, *Standard on Operations and Training for Technical Rescue and Search Incidents*
- o NFPA 1006, *Standard for Rescue Technician Professional Qualifications* Only Urban Search and Rescue (USAR) courses approved by FEMA and delivered by FEMA-certified providers are eligible for use of ODP funds. A list of these courses and providers will be maintained by ODP in coordination with FEMA.

The training must not supplant existing resources, but rather must build additional capabilities above and beyond those that currently exist. Any additional capabilities pursued through these training opportunities must meet a specific need identified through the homeland security assessment process and must comport with the State or Urban Area Homeland Security Strategy.

If the basic, foundational USAR course fully addresses the fire service and or hazardous materials sections included in the *ODP Emergency Responder Guidelines* and the *ODP Homeland Security Guidelines for Prevention and Deterrence*, no additional CBRNE-specific training is necessary for eligibility purposes. However, if the foundational USAR course does **not** fully address these sections included in the *ODP Emergency Responder Guidelines* and the *ODP Homeland Security Guidelines for Prevention and Deterrence*, then the student must also complete follow-on CBRNE awareness training within a reasonable timeframe in order for the USAR course to be considered an allowable use of ODP funds.

These USAR courses are intended to build a critical capacity at the state and local levels. **The execution of this training in the stated capacity-building context is unrelated to designation of national USAR teams. Therefore, local jurisdictions and UASI jurisdictions may not request such designation based on training.**

- *Eligibility of SWAT Courses:* SWAT courses, including basic, foundational courses, are eligible for support through ODP funds, provided that the training meets the following requirements:

- o The training must not supplant existing resources, but rather must build additional capabilities above and beyond those that currently exist. Any additional capabilities pursued through these training opportunities must meet a specific need identified through the homeland security assessment process and must comport with the State or Urban Area Homeland Security Strategy.
- o Local jurisdictions shall conduct training in compliance with state and local regulations and policies governing the certification of SWAT personnel.

- o Trainees shall be sworn officers and shall have completed a Basic SWAT school accredited by the appropriate state-level criminal justice organization.
- o Training shall be conducted by instructors certified by a state or national level criminal justice organization
- o The State or Urban Area shall develop and implement a safety plan excluding service ammunition and weapons from the training site and shall not employ live chemical agents (to include OC) or impact weapons during the training
- o If a foundational SWAT course fully addresses the law enforcement sections included in the *ODP Emergency Responder Guidelines* and the *ODP Homeland Security Guidelines for Prevention and Deterrence*, no additional CBRNE-specific training is necessary for eligibility purposes. However, if the foundational SWAT course does **not** fully address the law enforcement sections included in the *ODP Emergency Responder Guidelines* and the *ODP Homeland Security Guidelines for Prevention and Deterrence*, then the student must also complete follow-on CBRNE awareness training within a reasonable timeframe in order for the foundational SWAT course to be considered an allowable use of ODP funds.

• *Eligibility of Medical Trauma Courses:* Medical trauma courses—including basic, foundational courses—are eligible for support through ODP funds, provided that the training meets the following requirements:

- o The training must not supplant existing resources, but rather must build additional capabilities above and beyond those that currently exist. Any additional capabilities pursued through these training opportunities must meet a specific need identified through the homeland security assessment process and must comport with the State or Urban Area Homeland Security Strategy.
- o Local jurisdictions shall conduct training in compliance with NFPA 473, *Standard Competencies for EMS Personnel Responding to Hazardous Materials Incidents*.
- o Local jurisdictions shall conduct training in compliance with state and local regulations and policies governing the certification of EMS providers.
- o Local jurisdictions shall coordinate their efforts with the closest MMRS jurisdiction.
- o Trainees shall have completed a basic Emergency Medical Technician (EMT) certification per the state or local accreditation requirements. This type of training may not be funded with ODP monies.
- o If a foundational medical trauma course fully addresses the emergency medical services sections included in the *ODP Emergency Responder Guidelines* and the *ODP Homeland Security Guidelines for Prevention and Deterrence*, no additional CBRNE-specific training is necessary for eligibility purposes. However, if the foundational medical trauma course does **not** fully address the emergency medical services sections included in the *ODP Emergency Responder Guidelines* and the *ODP Homeland Security Guidelines for Prevention and Deterrence*, then the student Must also complete follow-on CBRNE awareness training within a reasonable timeframe in order for the foundational medical trauma course to be considered an allowable use of ODP funds.

Evaluation of ODP Training Courses. The goal of evaluating ODP training courses is to determine how much a participant's knowledge, skills, and abilities change after completion of a course relative to knowledge, skills, and abilities prior to the class. ODP utilizes a self-assessment methodology and collects information via a standardized evaluation form. The form is designed to gather data about the course and participant, including data such as the participant's professional discipline and years of service. Additionally, the evaluation measures the participant's knowledge relative to a set of standardized learning objectives both before and after taking the course.

If a state or local jurisdiction uses ODP funds to provide ODP-approved courses, the state or local jurisdiction must use the standard evaluation form to collect data about the course and its participants. An ODP-approved course is defined as one developed by the state or local jurisdiction and approved by ODP for delivery. If the state or local jurisdiction receives training through its ODP course allocation, the training partner delivering the course is responsible for data collection and entry. Similarly, if the state or local jurisdiction enters into a direct contract with one of the ODP training partners, training partner is still responsible for the data collection and entry function.

However, if the ODP-sponsored course is delivered by a state or local organization, the course provider is responsible for collecting data on the course and its participants. As part of the course approval process, the course developer establishes a set of course objectives directly tied to the course content. The objectives are incorporated into the standardized course evaluation form. Course participants are required to complete all fields and the course instructor is responsible for ensuring that all forms are complete. Course providers are granted access to and enter data into the ODP Secure Portal. Costs related to developing and administering the self-assessment and collecting information via a standardized evaluation form is allowable.

Allowable Exercise Costs

Exercises conducted with ODP support (grant funds or direct support) must be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP). HSEEP Volumes I-III contain guidance and recommendations for designing, developing, conducting, and evaluating exercises. HSEEP Volumes I-III can be found at ODP's website at <http://www.ojp.usdoj.gov/odp/exercises.htm>. Volume IV, which contains sample exercise materials and documents, can be found on ODP's Secure Portal at <https://odp.esportals.com> or <http://www.llis.gov>.

Exercise Planning Workshop. Local jurisdictions must conduct an annual Exercise Planning Workshop (EPW) to examine the progress and effectiveness of their current exercise strategy and program. A Multiyear Exercise Plan and schedule must be produced from the EPW and submitted through ODP's Secure Portal Exercise Scheduler located at <https://odp.esportals.com>. Refer to HSEEP Volume III, Chapter 2 for further guidance on EPWs and the Multiyear Exercise Plan and schedule.

Exercise Scenarios. The scenarios used in SHSP, UASI, and LETPP-funded exercises must be terrorism-related and based on the state's/urban area's homeland security strategy and plans. Acceptable scenarios for exercises include: chemical, biological, radiological, nuclear, explosive, cyber and agricultural. Recipients that need further clarification on scenarios should consult with their ODP Exercise Manager for assistance and/or approval. Fifteen all-hazards National Planning Scenarios, including twelve terrorism scenarios, have been developed, and will be made available for use in national, federal, state, and local homeland security preparedness activities. Citizen participation in exercises is encouraged to include back filling non-professional tasks for first responders deployed on exercise, administrative and logistical assistance with exercise implementation, and providing simulated victims, press, and members of the public. Citizen participation in exercises should be coordinated with local Citizen Corps Council(s).

Recipients that wish to expend funds on models, simulations, or games (MS&G) must consult with "Review of Models, Simulations, and Games for Domestic Preparedness Training and Exercising, Volume III," which provides an overview and analysis of existing models, simulations and games. This report is available at <http://www.ojp.usdoj.gov/odp/exercises.htm>

Recipients must justify the purchase and use of a given MS&G product/service, by a) documenting the training and/or exercise objective(s), b) documenting how the selected product/service will support those objectives, and c) justification for the chosen product category (potentially referring to Volume III benefits/limitations). The form for this justification can be found at <http://www.ojp.usdoj.gov/odp/exercises.htm>.

If a state or urban area will be hosting an upcoming special event (e.g., Superbowl, G-8 Summit, etc.), or they anticipate that they will apply to be a venue for a future Top Officials (TOPOFF) exercise, they should plan to use SHSP or UASI funding to fund training and exercise activities in preparation for that event.

All tabletop exercises (TTXs), drills, functional exercises (FEs), and full-scale exercises (FSEs) will be evaluated and performance based. An After Action Report (AAR) and Improvement Plan will be prepared and submitted to DHS/ODP following every TTX, drill, FE, and FSE. AAR/IPs must be provided to ODP within 60 days following completion of each exercise (see HSEEP Volume II, Appendix A). Currently, these AAR/IPs can be submitted through the ODP Secure Portal. However ODP is working with other agencies to develop a national reporting system. ***A state or local jurisdiction that conducts an exercise using SHSP, UASI, and LETPP funds must follow the HSEEP doctrine and protocol contained in Volume II.***

Local jurisdictions are encouraged to develop a self-sustaining State Homeland Security Exercise and Evaluation Program which is modeled after the national HSEEP. This may include, for example: hiring dedicated exercise program staff, awareness seminars on HSEEP, attending exercise training courses, and maintaining a system to track the completion and submission of AARs and Improvement Plans from exercises (including costs associated with meeting with local units of government to define procedures).

Allowable Management and Administrative Costs

All programs within HSGP have allowable M&A costs for both the state-level as well as the local unit of government, urban area, or designated sub-recipient.

- **SHSP, UASI, LETPP, CCP, MMRS:** No more than **5% of the total amount** allocated to the state for each program within HSGP may be retained at the state level and used for M&A purposes. These state M&A funds must be included in the total funds retained by the state. In addition, local jurisdiction sub-recipients may retain and use up to **5% of their sub-award** for local M&A purposes.

Unauthorized Program Expenditures

Unauthorized program expenditures include: 1) expenditures for items such as general use software (word processing, spreadsheet, graphics, etc), general-use computers (other than for allowable M&A activities, or otherwise associated preparedness or response functions) and related equipment, general-use vehicles, licensing fees, weapons systems and ammunition; 2) activities unrelated to the completion and implementation of the SHSP; 3) other items not in accordance with the Authorized Equipment List or previously listed as allowable costs; and, 4) construction or renovation of facilities.

Designation of Sub-recipient Grant Administrator (SGA) STATE HOMELAND SECURITY PROGRAM

The following person is officially appointed to represent your jurisdiction as the *Sub-recipient* Grant Administrator (SGA) and is hereby duly authorized to fulfill the terms of this Cooperative Agreement during the performance period on behalf of the *Sub-recipient*.

Name: Paul Presley Title: Fire Chief
(Sub-recipient Grant Administrator)

Organization Name: Hattiesburg Fire Dept

Mailing Address: 810 Wm Main St

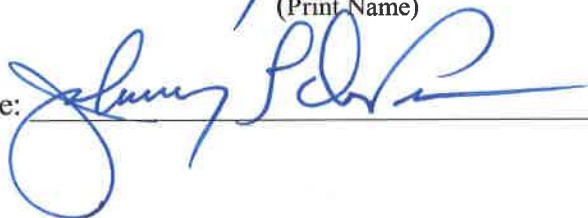
City: Hattiesburg MS Zip Code 39401

Telephone Number: (601) 582-3311 Fax Number: ()

Cellular Number: (601) 520-1380 Pager Number: () N/A

Email Address: PPresley@hattiesburgms.com

Appointed by: Johnny L. Dufree Date: 11/22/16
(Print Name)

Signature:  Title: Mayor

LOCAL HOMELAND SECURITY PROGRAM

Sub-recipient will prepare a Program narrative and Budget Worksheet describing how the jurisdiction will use allocated funds to support the defined projects and objectives from the State's Homeland Security Strategy.

These funds may be used for homeland security and emergency operations planning; the purchase of specialized equipment to enhance the capability of local agencies to prevent, respond to, and mitigate incidents of terrorism involving the use of chemical, biological, radiological, nuclear, and explosive (CBRNE) weapons and cyber attacks; attendance at FEMA-sponsored or approved CBRNE training courses; for costs related to the design, development, conduct, and evaluation of CBRNE and cyber security exercises; and for costs associated with implementing State Homeland Security Strategy.

ALLOWABLE PROJECTS, GOALS & OBJECTIVES:

HSGP

PROJECT:

Establish/enhance a terrorism intelligence/early warning system, center, or task force.

GOAL:

Increase jurisdiction participation with multi-level intelligence components/agencies to deter/prevent WMD/Terrorism incidents

Objectives:

Provide Intel gathering and information sharing capabilities to 50% of local jurisdictions within 3 years after approval of state strategy.

Develop a joint 24-hour emergency notification system for first responders and others who are in a critical, need-to-know position. This includes the Health Alert Network (HAN) and DPS information dissemination to local law enforcement within 3 years after approval of state strategy.

PROJECT

Establish/enhance statewide deterrence/prevention and response efforts.

GOAL:

Reduce Mississippi's vulnerability to terrorism through preparedness and protective efforts.

Objectives:

Create, implement, and maintain terrorism preparedness plans consistent with the National Response Plan (NRP) and provide advice, assistance, training, and oversight to local governments in the development of such plans within 3 years after approval of state strategy.

Improve by 5% the number of emergency responders prepared to respond to WMD/CBRNE incidents, including hoaxes and suspicious packages within 3 years of the approval of the state strategy.

Fiscal Year 2016 State Domestic Preparedness Equipment Program

Equipment Purchase Budget Detail Worksheet and Impact of Funding Table

Jurisdiction: _____

Category	Item	Quantity	Total Cost	Items to Each Discipline (s)	Allocation to Each Discipline (s)
Personal Protective Equipment					
Explosive Device Mitigation and Remediation Equipment					
CBRNE Search & Rescue Equipment					
Interoperable Communication Equipment					
Detection Equipment					
Decontamination Equipment					
Physical Security Enhancement Equipment					
Terrorism Incident Prevention Equipment					
CBRNE Logistical Support Equipment					
CBRNE Incident Response Vehicle					
Medical Supplies and Limited Types of Pharmaceuticals					
CBRNE Reference Materials					
Agricultural Terrorism Prevention, Response and Mitigation Equipment					
CBRNE Response Watercraft					

CBRNE Aviation Equipment					
Cyber Security Enhancement Equipment					
Intervention Equipment					
Other Authorized Equipment					
Total:			\$		

List of Suggested Abbreviations

LE - Law Enforcement
 EMS-FB - Emergency Medical Services (Fire Based)
 EMS-NFB – Emergency Medical Services (Non Fire Based)
 EMA - Emergency Management
 FS - Fire Service
 HZ - HAZMAT
 PW - Public Works
 PH - Public Health
 GA - Governmental Administrative
 PSC - Public Safety Communications
 HC - Health Care
 Ag – Agriculture
 CS – Cyber Security

Fiscal Year 2016

Planning Budget Detail Worksheet

State: Mississippi

Date:

Jurisdiction: _____

Planning Total:

Planning Budget Category	Item	Amount
Personnel (Full, Part-time)		
Sub-Total:		
Contractors/Consultants		
Sub-Total:		
Travel		
Sub-Total		
Overtime/Backfill		
Sub-Total:		
Meeting Expenses		
Sub-Total:		
Office Equipment		
Sub-Total:		
Supplies		
Sub-Total:		
Total Jurisdictional Allocation:		

Fiscal Year 2016

Training Budget Detail Worksheet

State: Mississippi

Date:

Jurisdiction: _____

Training Total:

Training Budget Category	Item	Amount
Personnel (Full, Part-Time)		
Sub-Total:		
Contractors/Consultants		
Sub-Total:		
Overtime/Backfill		
Sub-Total:		
Travel		
Sub-Total:		
Supplies		
Sub-Total:		
Other Items		
Sub-Total:		
Total Allocation:		

Fiscal Year 2016

Exercise Budget Detail Worksheet

State: Mississippi

Date:

Jurisdiction: _____

Exercise Total:

Exercise Budget Category	Item	Amount
Personnel (Full, Part-Time)		
Sub-Total:		
Contractors/Consultants		
Sub-Total:		
Overtime/Backfill		
Sub-Total:		
Travel		
Sub-Total:		
Supplies		
Sub-Total:		
Other Items		
Sub-Total:		
Total Allocation:		

Fiscal Year 2016

Administrative Budget Detail Worksheet

State: Mississippi

Date:

Jurisdiction: _____

Administrative Total:

Administrative Budget Category	Item	Amount
Personnel (Full, Part-time)		
Sub-Total:		
Contractors/Consultants		
Sub-Total:		
Travel		
Sub-Total:		
Meeting Expenses		
Sub-Total:		
Office Equipment		
Sub-Total:		
Supplies		
Sub-Total:		
Total Jurisdictional Allocation:		



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

FILE NUMBER: 2016-79

MEETING DATE: 12/06/2016

MINUTE BOOK NUMBER:

Brief Title: Acknowledge receipt of Notice of Award letter sent

Title: Acknowledge receipt of Notice of Award letter sent to Walters Construction Company, Inc. for the Edwards Street to Hall Avenue Pathway Project.

Type: Action Item

Drafter: Marie Harris

In Control: City Council

Reference: Lamar Rutland

Attachments: Notice of Award Letter

File Created: 11/29/2016

Budget Information:

Expenditure Type:

Purchasing Item:

Publication Information:

History of Legislative File

November 29, 2016
N-S Project No. 2-8667-016-04

Attention: Scottie Walters
Walters Construction Company, Inc.
2051 Highway 84 East
Laurel, MS 39443

REFERENCE: EDWARDS STREET TO HALL AVENUE PATHWAY
CITY OF HATTIESBURG, MISSISSIPPI

NOTICE OF AWARD

Dear Mr. Walters:

The city of Hattiesburg has considered the Proposal submitted by you for the above referenced Work in response to its Advertisement for Bids and Instructions to Bidders.

You are hereby notified that your Proposal has been accepted in the amount of **\$240,620.20** **(Base Bid and Add Option No. 1).**

You are required by the Instruction to Bidders to execute the Contract and furnish to the city of Hattiesburg the required Contractor's Performance Bond, Payment Bond and certificates of insurance within 10 calendar days from the date of delivery of this Notice to you. We have enclosed five (5) copies of the necessary contract forms and bond forms. Please return all five (5) originals of these documents to the offices of Neel-Schaffer, Inc., Post Office Box 1487 (704 Hardy Street, 39401), Hattiesburg, MS 39403-1487.

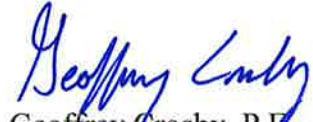
If you fail to execute said Contract and to furnish said Bonds within 10 days from the date of delivery of this Notice, the Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your proposal as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by Law.

You are required by the General Conditions and Supplementary Conditions to submit to Neel-Schaffer, Inc. an estimated progress schedule, a preliminary schedule of Shop Drawing submissions and a preliminary schedule of values of the Work within 10 days after the effective date of this contract, all in accordance with Article 2.5 of the General Conditions.

You are required to return an acknowledged copy of this Notice of Award directly to the city of Hattiesburg, Attention: Lamar Rutland, P.E., and to Neel-Schaffer, Inc.

Sincerely,

NEEL-SCHAFFER, INC.



Geoffrey Crosby, P.E.
Senior Project Manager

c: Lamar Rutland, P.E.
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by _____

_____ ,
this the _____ day of _____, 2016.

By _____

Title _____



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

FILE NUMBER: 2016-81

MEETING DATE: 12/06/2016

MINUTE BOOK NUMBER:

Brief Title: Notice of Award Letter-1500 GPM Wesley Well No. 2 Project

<u>Title:</u> Acknowledge receipt of Notice of Award Letter sent to Thompson Brothers Drilling for the COMSWIP 1500 GPM Wesley Well No. 2 Project.
--

Type: Action Item

Drafter: Marie Harris

In Control: City Council

Reference: Lamar Rutland

Attachments: Notice of Award Letter

File Created: 11/29/2016

Budget Information:

Expenditure Type:

Purchasing Item:

Publication Information:

History of Legislative File



Engineering Progress

November 10, 2016

Thompson Brothers Drilling
5410 Hwy 11 North
Ellisville, MS 39437

Attn: Mr. J.P. Thompson

Re: 1500 GPM Wesley Well No. 2
City of Hattiesburg

Dear Mr. Thompson:

You have been awarded the contract on the above referenced project based upon your total bid of \$459,000.00 received at 10:00 A.M. on October 13, 2016.

Enclosed are four (4) sets of Contract Documents for your execution. Please execute where indicated and Provide Payment and Performance Bond and Certificate of Insurance. Do not date anything and return all four sets to me for further processing.

Should you have any questions or comments, please do not hesitate to call.

Sincerely,

A handwritten signature in blue ink, appearing to read 'John T. Weeks', is written over the 'Sincerely,' and extends to the right.

John T. Weeks, P.E.
Project Engineer

/aa
Enclosures



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

FILE NUMBER: 2016-76

MEETING DATE: 12/06/2016

MINUTE BOOK NUMBER:

Brief Title: COMSWIP Water Improvements Phase IV Project

<u>Title:</u> Approve plans and specifications for COMSWIP Water Improvements Phase IV-Miscellaneous Connections Project; Authorize the advertisement for bids for same.
--

Type: Action Item

Drafter: Marie Harris

In Control: City Council

Reference: Lamar Rutland

Attachments: Plans, Specifications, Bid
Advertisement, Opinion of Probable Cost Letter

File Created: 11/29/2016

Budget Information: 075695.7245.99

Expenditure Type:

Purchasing Item:

Publication Information: December 9,
2016
December 16, 2016

History of Legislative File

PUBLIC UTILITIES

CABLE
COMCAST
2100 LINCOLN RD
HATTIESBURG, MS 39402
(601) 264-1188

POWER
MISSISSIPPI POWER, CO.
6356 U.S. HIGHWAY 49
HATTIESBURG, MS 39401
(601) 544-6511

PEARL RIVER VALLEY
ELECTRIC POWER ASSN.
6803 U.S. HIGHWAY 98
HATTIEBURG, MS 39402
(601) 264-2458

TELEPHONE
AT&T
P.O. BOX 1191
HATTIESBURG, MS 39401
(601) 545-6424

TRAFFIC
CITY OF HATTIESBURG
TRAFFIC DEPT.
125 WALNUT ST
HATTIESBURG, MS 39401
(601) 545-4626

GAS
WILMUT GAS
P.O. BOX 1649
HATTIESBURG, MS 39403
(601) 544-6001

SEWER
CITY OF HATTIESBURG
WATER & SEWER DEPT.
900 JAMES ST
HATTIESBURG, MS 39403
(601) 545-4530

WATER
CITY OF HATTIESBURG
WATER & SEWER DEPT.
900 JAMES ST
HATTIESBURG, MS 39403
(601) 545-4530

ARNOLD LINE WATER ASSN., INC.
4901 W 4TH ST.
HATTIESBURG, MS 39402
(601) 264-7111



Know what's below.
Call before you dig.

MS 811 LOCATE REQUESTS:

TICKET No. 1 - 16021915171008
TICKET No. 2 - 16021914560963
TICKET No. 3 - 16021609040291
TICKET No. 4 - 16021608440248
TICKET No. 5 - 16021607520130
TICKET No. 6 - 16021607130046
TICKET No. 7 - 16021915571147

SPECIAL UTILITY NOTES:

- ALL UTILITIES THAT LOCATED DURING THE FIELD DATA COLLECTION ARE SHOWN ON THESE PLANS. ALL CONFLICTS WITH EXISTING UTILITIES ENCOUNTERED DURING CONSTRUCTION SHALL BE COORDINATED WITH THE UTILITY OWNER, THE ENGINEER AND THE PROJECT OWNER PRIOR TO INSTALLATION OF THE PROPOSED WATER SYSTEM. (NO SEPARATE PAY FOR COORDINATION)
- THE CONTRACTOR SHALL DOCUMENT THE EXISTENCE OF ANY MISSING AND/OR OVERLAPPING UNDERGROUND UTILITIES AND STORM DRAINAGE NOT SHOWN ON THESE CONSTRUCTION DRAWINGS.

CONSTRUCTION PLANS

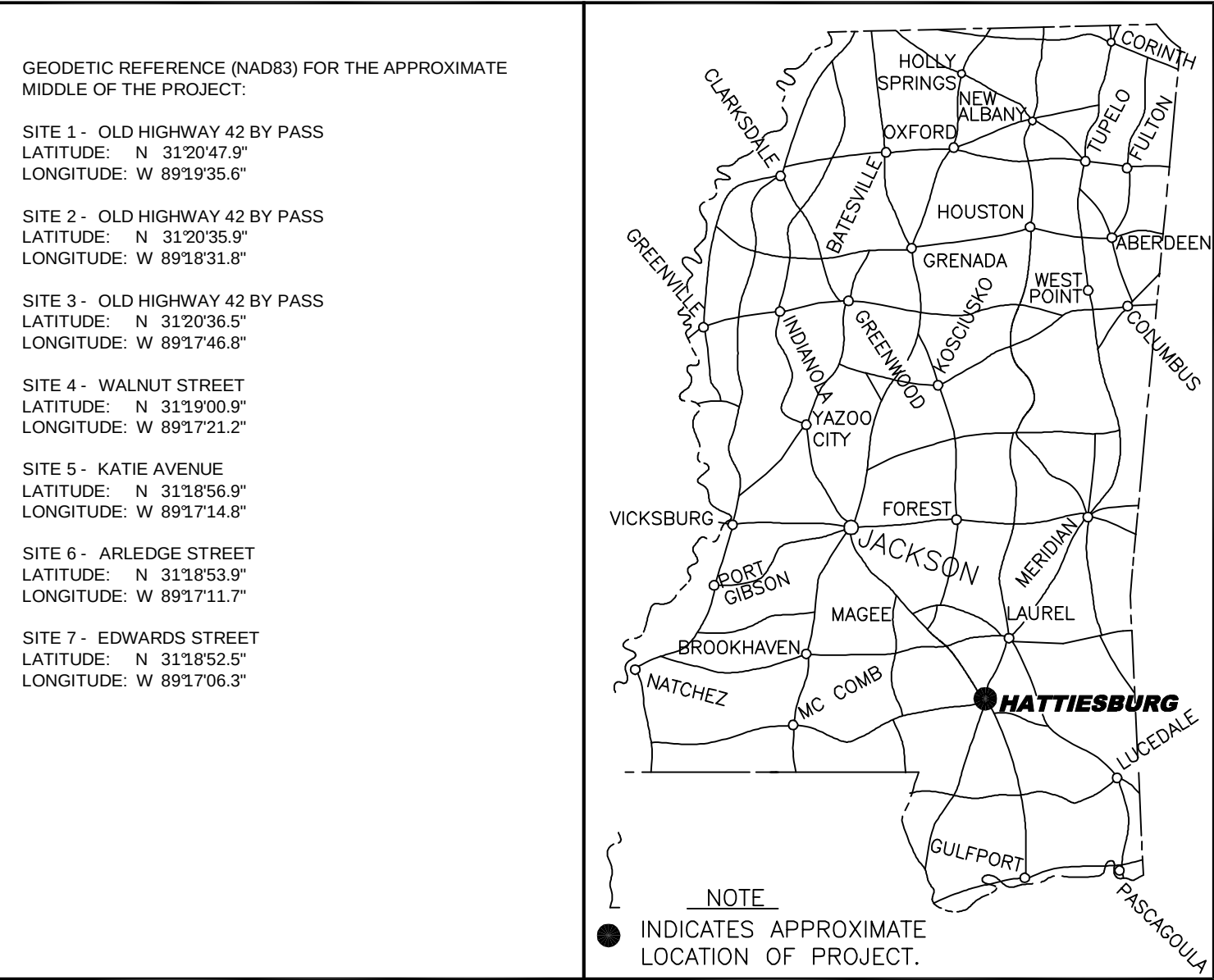
FOR

FOR THE

CITY OF HATTIESBURG

FORREST COUNTY
MISSISSIPPI

NOVEMBER 2016



DETAILED SHEET INDEX

SHEET NO.	DESCRIPTION
1	COVER SHEET
2	VICINITY MAP
3	GENERAL NOTES
4	SITE 1 - OLD HIGHWAY 42 SITE PLAN
5	SITE 1 - OLD HIGHWAY 42 SITE PLAN
6	SITE 2 - OLD HIGHWAY 42 SITE PLAN
7	SITE 3 - OLD HIGHWAY 42 SITE PLAN
8	SITE 4 - WALNUT STREET SITE PLAN
9	SITE 5 - KATIE AVENUE SITE PLAN
10	SITE 6 - ARLEDGE STREET SITE PLAN
11	SITE 7 - EDWARDS STREET SITE PLAN
12	WATER INSTALLATION DETAILS
13	WATER INSTALLATION DETAILS
14	VEGETATION SCHEDULE
15	TYPICAL TEMPORARY EROSION / SEDIMENT CONTROL APPLICATIONS
16	DETAILS OF SEDIMENT BARRIER APPLICATIONS
17	DETAILS OF SILT FENCE INSTALLATION
18	DITCH CHECK STRUCTURES, TYPICAL APPLICATIONS AND DETAILS
19	DETAILS OF EROSION CONTROL WATTLE DITCH CHECK
20	TRAFFIC CONTROL PLAN WITH FLAGGER

MAYOR

Johnny DuPree, Ph.D.

COUNCIL PERSONS

Cartor Carroll, President
Mary Dryden, Vice President
Kim Bradley
Deborah Denard Delgado
Henry Naylor

DIRECTOR OF ENGINEERING

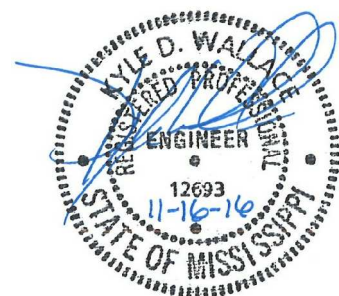
Lamar Rutland, P.E.

PREPARED BY:

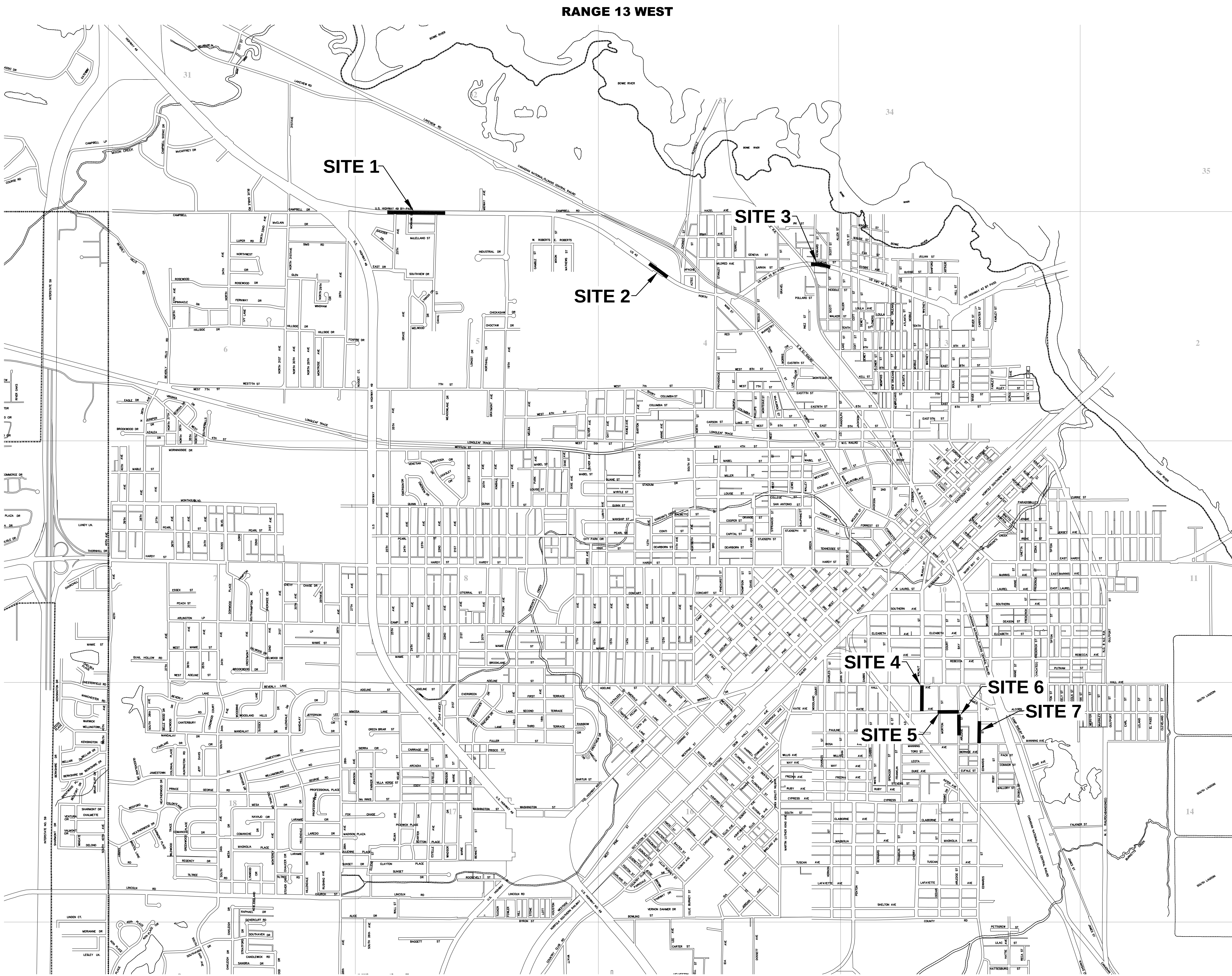
sdw
Engineering Progress

301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | (f) 601.544.0501 | sd-w.com

Sheet No. 1
Drawing No.: 1273-W009

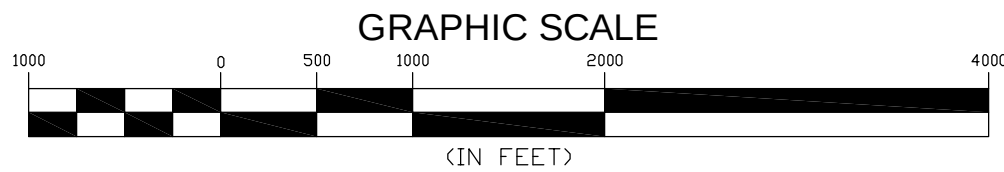


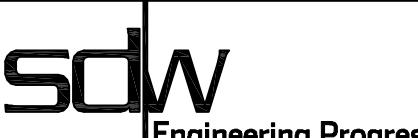
G:\PROJECTS\Hattiesburg_City of 1273-W009 - COMSWIP Water Improvements Phase IV-Misc Water Connections\1273-W009-CAD Files\1273-W009_Corrig.2.1.DWG 2/15/2016 12:44:43 PM



TOWNSHIP 5 NORTH

TOWNSHIP 4 NORTH



NO.	DATE	DESCRIPTION	BY
VICINITY MAP			
COMPREHENSIVE WATER IMPROVEMENTS - PHASE IV			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
			
301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sdw.com			
Drawn by: ILR		Checked by: KDW	
Date: 10-04-2016		Scale: AS NOTED	
Drawing No.: 1273-W009		Sheet No. 2	

GENERAL NOTES:

1. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL CODES.
2. UNLESS OTHERWISE NOTED, THE SPECIFICATIONS FOR THIS PROJECT SHALL BE THE "MISSISSIPPI STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION", LATEST EDITION.
3. DEVIATIONS FROM THESE PLANS AND NOTES WITHOUT PRIOR WRITTEN CONSENT OF THE OWNER, HIS REPRESENTATIVE OR THE ENGINEER MAY CAUSE THE WORK TO BE UNACCEPTABLE.
4. EXISTING UNDERGROUND UTILITY LINES ARE SHOWN ON THE DRAWNGS BASED UPON THE BEST INFORMATION AVAILABLE TO THE ENGINEER. THE ENGINEER CANNOT AND DOES NOT WARRANT THAT THIS INFORMATION IS COMPLETE OR ACCURATE. THE CONTRACTOR MUST COORDINATE DIRECTLY WITH THE INVOLVED UTILITY OWNERS TO HAVE UNDERGROUND UTILITY LINES FIELD LOCATED IN ADVANCE OF CONSTRUCTION.
5. THE CONTRACTOR SHALL TAKE CARE NOT TO DAMAGE ANY EXISTING STRUCTURES, PAVEMENTS OR ANY OTHER SITE COMPONENTS NOT DESIGNATED FOR DEMOLITION AND REMOVAL. ANY SUCH ITEMS WHICH ARE DAMAGED SHALL BE REPAIRED SOLEY AT THE CONTRACTORS' EXPENSE.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MATERIAL TESTING BY AN INDEPENDENT LABORATORY APPROVED BY THE ENGINEER.
7. THE CONTRACTOR SHALL KEEP A SET OF CONSTRUCTION DRAWINGS OF THE PROJECT ON THE JOB SHOWING THE ACCURATE MEASUREMENTS AND ELEVATIONS AND OF THE "AS-BUILT" SYSTEM. THIS DATA WILL BE COLLECTED AND PUT ON THE DRAWNGS DAILY.
8. THE CONTRACTOR SHALL ADHERE TO ALL CURRENT MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY GUIDELINES.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLETING THE ENTIRE PROJECT.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CITY OF HATTIESBURG AND/OR FORREST COUNTY FEES AND PERMITS ASSOCIATED WITH CONSTRUCTION.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HIS OWN SUB-SURFACE SOIL INVESTIGATIONS.
12. THE CONTRACTOR IS RESPONSIBLE FOR THE LOCATION, PROTECTION, AND VERIFICATION OF ALL EXISTING UTILITIES WITHIN THE WORK AREA PRIOR TO THE BEGINNING OF CONSTRUCTION.
13. ALL UNDERGROUND UTILITIES, FOR THE ENTIRE PROJECT, SHALL BE LOCATED BY THE CONTRACTOR AND UTILITY OWNERS PRIOR TO THE CONSTRUCTION OF THE PROJECT. ANY CONFLICTS SHALL BE COORDINATED WITH THE CONTRACTOR. UTILITY OWNER AND ENGINEER.
14. ALL WORK ITEMS FOR WHICH NO PAY ITEMS ARE ESTABLISHED SHALL BE INCLUDED IN THE PRICE OF THE PIPE LAYING OPERATION.
15. ANY DISTURBANCE TO EXISTING STREETS AND DRIVEWAYS SHALL BE REPAIRED IN KIND, UNLESS OTHERWISE NOTED.
16. ALL GRAVEL DRIVEWAYS SHALL BE OPEN CUT AND REPAIRED IN KIND, UNLESS OTHERWISE NOTED.
17. PAVED ROADS SHALL BE BORED WITH CASING WHERE NOTED ON THE PLANS. OTHERWISE PAVED ROADS SHALL BE OPEN CUT AND REPAIRED AS DETAILED.
18. ALL GRAVEL ROADS AND GRAVEL DRIVEWAYS SHALL BE OPEN CUT WITHOUT CASING, UNLESS OTHERWISE NOTED, AND REPLACED IN KIND.
19. ALL PAVED SURFACES IMPACTED BY THE OPEN TRENCHING FOR THE PURPOSED WATER LINES SHALL BE SAW CUT FULL DEPTH PRIOR TO REMOVAL, PRIOR TO REPLACEMENT OF PAVED SURFACES, ALL BROKEN PAVEMENT IN THE WORK AREA SHALL BE REMOVED AND DISPOSED OF AT A SITE SUITABLE TO RECEIVE SUCH DEBRIS, AND ALL BROKEN EDGES SHALL BE SAW CUT TO CREATE A SMOOTH AND CLEAN EDGE TO TIE TO. (NO SEPARATE PAY FOR SAW CUTTING, DEBRIS REMOVAL, PAVEMENT AND DISPOSAL)
20. ALL STEEL CASINGS SHALL BE 0.250" WALL THICKNESS, EXCEPT AS NOTED, AND OF THE SIZE AS NOTED ON THESE PLANS.
21. ALL FIRE HYDRANTS SHOWN FOR INSTALLATION ON THE PLAN SHEETS SHALL BE 3-WAY HYDRANTS AS DETAILED. ALL FIRE HYDRANTS SHALL BE INSTALLED WITH A 2" DIAMETER BRASS TAG (SEE DETAIL) ENGRAVED WITH "CITY OF HATTIESBURG" AND "FH #XXX" (WHERE "XXX" WILL BE A NUMBER WHICH SHALL BE ASSIGNED TO EACH FIRE HYDRANT BY THE OWNER). (NO SEPARATE PAY). ACCEPTABLE FIRE HYDRANTS SHALL BE M&H, MUELLER AND AMERICAN DARLING. ALL FIRE HYDRANTS INSTALL ON MDOT RIGHT OF WAY SHALL BE INSTALLED WITH 7FT TALL FIBERGLASS, REFLECTIVE, MULTI COLORED (RED & WHITE) VERTICAL MARKING POLE MOUNTED ON A SPRING BASE.
22. ALL DISTURBED AREAS SHALL BE FERTILIZED AND SEEDED ACCORDING TO THE VEGETATION SCHEDULE IN THESE PLANS, UNLESS OTHERWISE NOTED.
23. PROPER MAINTENANCE OF STREETS, INCLUDING DUST CONTROL, SHALL BE STRICTLY ADHERED TO.
24. MAINTENANCE OF TRAFFIC SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (LATEST EDITION).
25. CONTRACTOR SHALL PROVIDE PROPER TRAFFIC CONTROL SIGNS AND FLAGGERS TO MAINTAIN ONE LANE TRAFFIC DURING CONSTRUCTION UNLESS DIRECTED OTHERWISE. ANY ROAD CLOSURES SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL PRIOR TO IMPLEMENTATION.
26. ALL EXISTING MAILBOXES, STREET SIGNS, FENCES, AND OTHER STRUCTURES LOCATED WITHIN THE CONSTRUCTION LIMITS SHALL BE REMOVED AND RESET AS DICTATED BY CONSTRUCTION ACTIVITIES. (NO SEPARATE PAY)
27. NO PIPE SHALL BE LAID IN THE PRESENCE OF WATER.
28. WHERE THE WATER MAIN IS WITHIN 10 FEET OF A SEWER MAIN HORIZONTALLY, THE BOTTOM OF THE WATER MAIN SHALL BE AT LEAST 18" FROM THE TOP OF THE SEWER MAIN, UNLESS OTHERWISE NOTED.
29. ALL CULVERT CROSS DRAINS AND SIDE DRAINS SHALL BE PROTECTED. NO SEPARATE PAY ITEM WELL BE ESTABLISHED FOR REMOVAL AND REPLACEMENT, IF REQUIRED.
30. THE COST OF CLEARING AND GRUBBING/REMOVAL AND DISPOSAL OF CLEARING AND GRUBBING MATERIAL SHALL TO BE INCLUDED IN THE PRICE OF THE PIPE LAYING OPERATION. OFFSITE DISPOSAL AREAS ARE TO BE FURNISHED BY THE CONTRACTOR.
31. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING BRACING, SHORING OR ANY GROUND SUPPORT SYSTEM REQUIRED TO PREVENT A FAILURE FROM OCCURRING DURING EXCAVATION. ALL COST FOR ANY PROTECTIVE MEASURES, INCLUDING THE MATERIALS AND LABOR FOR DESIGNING AND CONSTRUCTING THE SUPPORT SYSTEM, SHALL BE INCLUDED IN THE BID PRICE FOR CONTRACT ITEMS.
32. ALL WATER MAINS SHALL BE DUCTILE IRON, CLASS 350 AS NOTED IN THE PLANS, UNLESS OTHERWISE NOTED.
33. ALL FITTINGS AND VALVES SHALL BE CAST IRON WITH CONCRETE THRUST BLOCK AT ALL BENDS AND RODDED TOGETHER WITH ALL THREAD ROD. ALL TEES AND VALVES SHALL BE RODDED TOGETHER AS ONE UNIT. VALVES AND FIRE HYDRANTS SHALL BE RODDED TOGETHER BUT SEPARATE FROM THE TEE AND OTHER VALVES. ALL FITTINGS SHALL BE ABSORBED ITEMS.
34. ALL BENDS SHOWN IN THE PROPOSED WATERLINE SHALL BE ACCOMPLISHED THROUGH THE USE OF THE REQUIRED FITTINGS (22.5', 30', 45'..). SINGLE 90° BEND FITTINGS SHALL NOT BE PERMITTED UNLESS SPECIFICALLY NOTED ON THE PLANS AND/OR APPROVED BY THE ENGINEER. 90° BENDS SHALL BE ACCOMPLISHED BY USING MULTIPLE SMALL BEND FITTINGS. BENDS SHOWN ON THE PLAN SHEETS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO BIDDING AND CONSTRUCTION. ONLY MAJOR BENDS ARE SHOWN ON THE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL FITTINGS NECESSARY TO INSTALL THE PROPOSED WATER LINE. (NO SEPARATE PAY) TEES AND CROSSES SHALL BE PAID FOR UNDER THE CONNECTION ITEM.
35. FULL LENGTH PIPE SECTIONS ARE REQUIRED BEFORE AND AFTER ALL FITTINGS.
36. BENDS SHALL INCLUDE MECHANICAL JOINT PIPE WITH MEGA LUG FITTINGS.
37. PRESSURE TESTS WILL BE REQUIRED ON ALL WATER MAIN INSTALLED.
38. WORK FOR THIS PROJECT REQUIRES EXCAVATION IN THE IMMEDIATE VICINITY OF TRAFFIC AND ADJACENT PROPERTIES. THEREFORE, THE RISK OF A FAILURE OCCURRING DURING THE EXCAVATION REQUIRES THAT EXTREME CAUTION BE EXERCISED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PLACING WHAT BRACING, SHORING OR GROUND SUPPORT SYSTEM THAT IS DEEMED NECESSARY TO PREVENT A FAILURE AND PROTECT THE PERSONS WORKING NEAR THE EXCAVATION, THE PUBLIC THAT MAY BE ABOVE THE EXCAVATION, OR ANY STRUCTURE ADJACENT TO THE EXCAVATION. ALL COSTS FOR ANY PROTECTIVE MEASURES INCLUDING THE MATERIALS AND LABOR FOR DESIGNING, DRAWING AND CONSTRUCTING THE FACILITY SHALL BE INCLUDED IN THE BID PRICE FOR CONTRACT ITEMS.
39. THE EROSION CONTROL DEVICES SHALL BE REQUIRED AS DIRECTED BY THE ENGINEER. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO INSURE THAT SILT DOES NOT LEAVE THE CONSTRUCTION SITE OR CONTAMINATE WATERS OF THE U.S. DURING CONSTRUCTION. THE CONTRACTOR SHALL MAINTAIN THE PLAN DURING CONSTRUCTION.
40. ALL VALVES NOTED ON THESE PLANS SHALL BE GATE VALVES.
41. ALL MATERIALS FOR THE PROJECT SHALL BE A PRODUCT OF THE U.S.A.
42. ALL EXISTING WATER LINES NOTED FOR ABANDONMENT ON THIS PROJECT SHALL BE COMPLETELY DISCONNECTED FROM THE EXISTING SYSTEM AND CAPPED.
43. ALL NEW CONSTRUCTION TO BE FLUSHED WITH CLOSE SUPERVISION OF THE SYSTEM OPERATOR.
44. ALL BACTI-SAMPLES SHALL BE TAKEN BY THE SYSTEM OPERATOR OR HIS REPRESENTATIVES. ANY AND ALL SAMPLING FEE SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
45. ALL ITEMS NOTED FOR REMOVAL IN THESE PLANS, SHALL BE SALVAGED FOR THE OWNER.
46. THE CONTRACTOR SHALL UTILIZE EROSION CONTROL DEVICES REFERENCED AS DIRECTED BY THE ENGINEER. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO INSURE THAT SILT DOES NOT LEAVE THE CONSTRUCTION SITE OR CONTAMINATE WATER OF THE U.S. DURING CONSTRUCTION.
47. THE CONTRACTOR SHALL HAVE A COMPETENT AND EXPERIENCED SUPERINTENDENT ON SITE AT ALL TIMES. THE SUPERINTENDENT SHALL NOT OPERATE EQUIPMENT WHILE ON THE PROJECT SITE. WORK ON THE PROJECT SHALL STOP IF THE ASSIGNED PROJECT SUPERINTENDENT IS NOT ON SITE.
48. UNLESS OTHER WISE NOTED, THE CONTRACTOR SHALL BE RESPONSIBLE FOR RECONNECTING ANY SERVICE, WHICH IS PRESENTLY CONNECTED TO AN EXISTING WATER MAIN THAT IS NOTED FOR ABANDONMENT ON THIS PROJECT, TO A PROPOSED ADJACENT WATER LINE, SERVICE SHALL INCLUDE (BUT MANY NOT BE LIMITED TO) SADDLE, CORPORATION STOP, SERVICE LINE OF MATCHING SIZE AND/OR ALL NECESSARY FITTINGS, SERVICE RECONNECTION SHALL BE PAID PER EACH AS OUTLINED IN THE BID DOCUMENTS, NEW SERVICE CONNECTIONS SHALL BE INSTALLED AS ONE CONTINUOUS PIPE FROM THE WATER MAIN TO THE METER, SPLICES SHALL NOT BE ALLOWED, SERVICE LINE BORES SHALL BE PAID SEPARATELY. METERS SHALL BE INSTALLED WHERE NOTED ON THE PLANS AND SHALL BE PAID SEPARATELY. METER SHALL MATCH SERVICE LINE SIZE AND BE OF BRAND/TYPE SPECIFIED BY THE OWNER.

ABBREVIATION LEGEND:

&	- AND
APPURT	- APPURTENANCES
ASPLT	- ASPHALT
AVE	- AVENUE
BLDG	- BUILDING
CON.	- CONNECTION
CONC	- CONCRETE
CMP	- CORRUGATED METAL PIPE
CPP	- CORRUGATED PLASTIC PIPE
DIA	- DIAMETER
DRV	- DRIVE
DI	- DUCTILE IRON
EXIST	- EXISTING
FL	- FLOW LINE
GRVL	- GRAVEL
HDPE	- HIGH DENSITY POLYETHYLENE PIPE
HYD	- HYDRANT
LVM	- LOOSE VOLUME MEASURE
MECH.	- MECHANICAL
No.	- NUMBER
PIV	- POST INDICATOR VALVE
PVC	- POLYVINYL CHLORIDE PIPE
ℙ	- PROPERTY LINE
RCAP	- REINFORCED CONCRETE ARCHED PIPE
RCP	- REINFORCED CONCRETE PIPE
REQ'D	- REQUIRED
RDW	- RIGHT OF WAY
SAN	- SANITARY
SDR	- STANDARD DIAMETER RATIO
SPECS	- SPECIFICATIONS
SS	- STAINLESS STEEL
ST	- STREET
SWR	- SEWER
TYP	- TYPICAL
W/	- WITH
W/O	- WITHOUT

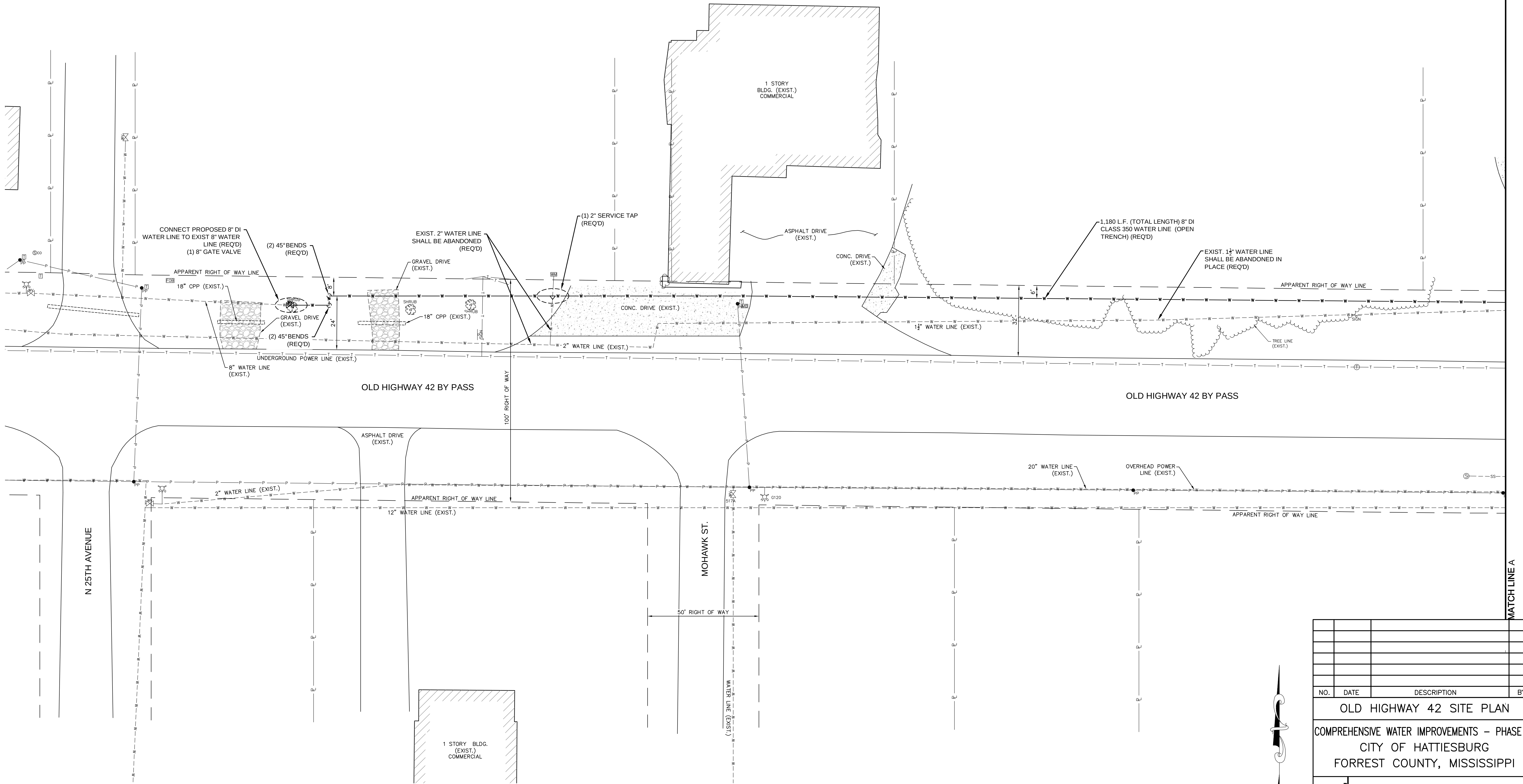
SYMBOL LEGEND:

	- CENTER LINE
	- ELECTRICAL PANEL/BOX
	- FENCE
	- FENCE POST
	- FIBER OPTIC PEDESTAL
	- FIBER OPTIC INDICATOR POST
	- FIRE HYDRANT
	- GAS INDICATOR POST
	- GAS LINE
	- GAS METER
	- GAS VALVE
	- GATE POST
	- GUARD POST
	- LIGHT ON POLE
	- MAILBOX
	- PROPERTY LINE
	- SAN SWR CLEAN-OUT
	- SAN SWR LINE
	- SAN SWR MANHOLE
	- SATELLITE DISH
	- SIGN
	- STORM DRAIN MANHOLE
	- TELEPHONE PEDESTAL
	- UTILITY LINES (OVERHEAD)
	- UTILITY LINES (OVERHEAD)
	- UTILITY POLE
	- UTILITY POLE
	- UTILITY POLE GUY WIRE
	- UTILITY SERVICE POLE
	- WATER LINE (EXIST)
	- WATER METER
	- WATER VALVE

NO.	DATE	DESCRIPTION	BY
GENERAL NOTES			
COMPREHENSIVE WATER IMPROVEMENTS – PHASE IV			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sdw.com			
Drawn by: ILR		Checked by: KDW	
Date: 10-04-2016		Scale: NOT TO SCALE	
Drawing No.: 1273-W009		Sheet No. 3	

CONSTRUCTION NOTES, SITE 1:

1. EXISTING PIPE AND VALVE LOCATIONS SHALL BE VERIFIED DURING CONSTRUCTION.



NO.	DATE	DESCRIPTION	BY
OLD HIGHWAY 42 SITE PLAN			
COMPREHENSIVE WATER IMPROVEMENTS – PHASE IV			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress			
301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sdw.com			
Drawn by: ILR		Checked by: KDW	
Date: 11-08-2016		Scale: 1" = 20'	
Drawing No.: 1273-W009		Sheet No. 4	

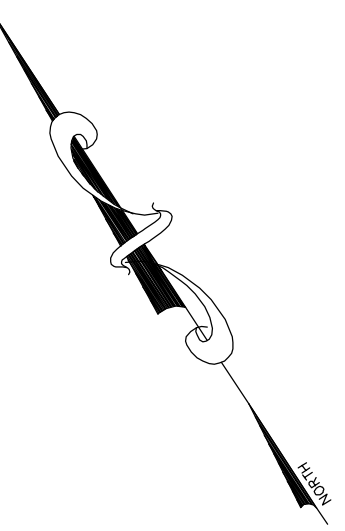
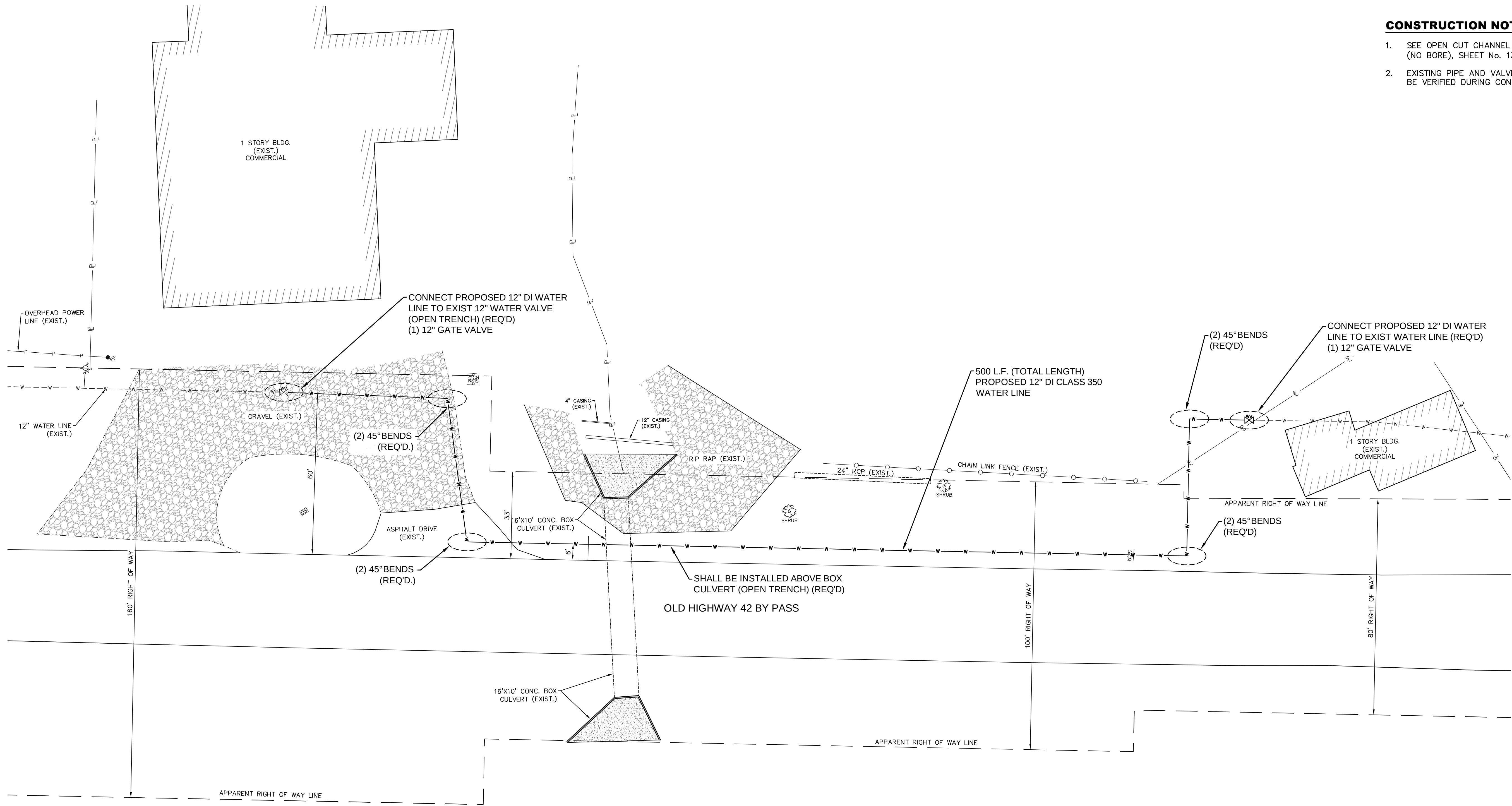
SITE 1



1. EXISTING PIPE AND VALVE LOCATIONS SHALL BE VERIFIED DURING CONSTRUCTION.

SITE 1

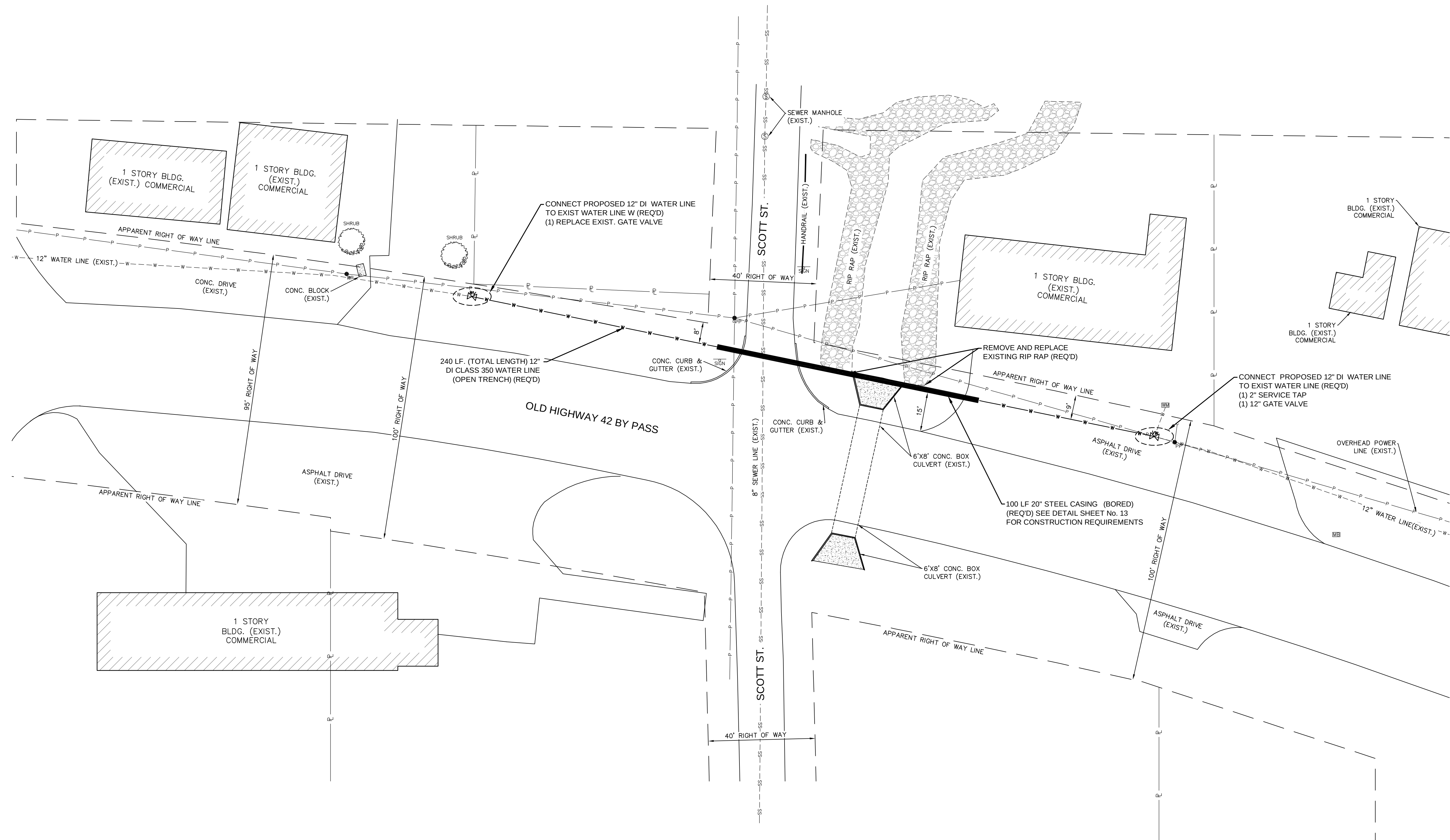
- CONSTRUCTION NOTES, SITE 2:**
- SEE OPEN CUT CHANNEL CROSSING DETAIL (NO BORE), SHEET No. 13.
 - EXISTING PIPE AND VALVE LOCATIONS SHALL BE VERIFIED DURING CONSTRUCTION.



NO.	DATE	DESCRIPTION	BY
OLD HIGHWAY 42 SITE PLAN			
COMPREHENSIVE WATER IMPROVEMENTS – PHASE IV			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sdw.com			
Drawn by: ILR		Checked by: KDW	
Date: 11-08-2016		Scale: 1" = 20'	
Drawing No.: 1273-W009		Sheet No. 6	

SITE 2

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- CONSTRUCTION NOTES, SITE 3:**
1. SEE DIRECTIONAL BORED CHANNEL CROSSING DETAIL, SHEET No. 13.
 2. EXISTING PIPE AND VALVE LOCATIONS SHALL BE VERIFIED DURING CONSTRUCTION.

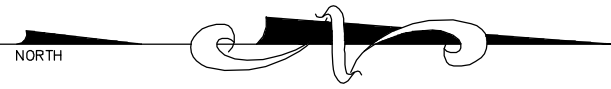
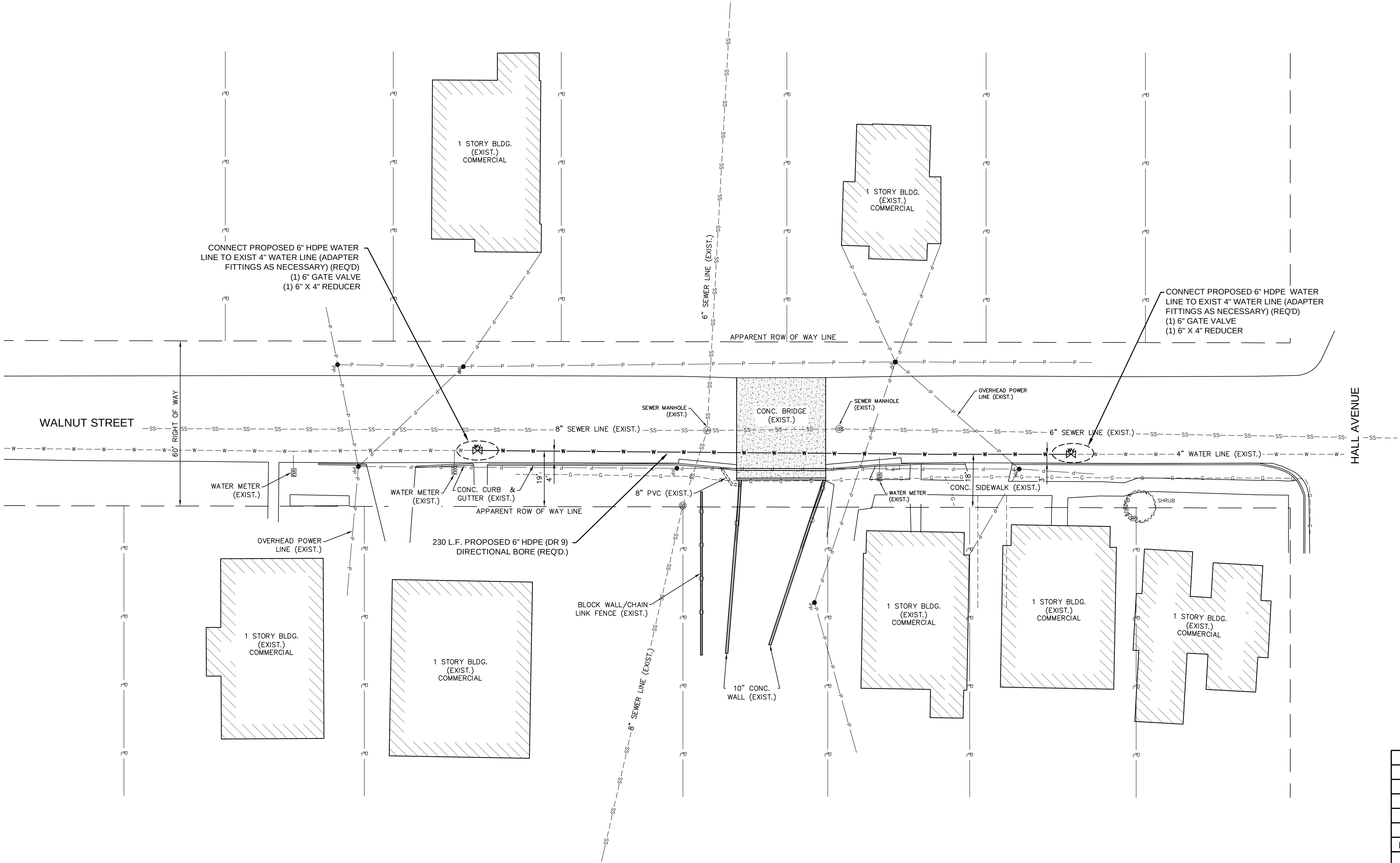
NO.	DATE	DESCRIPTION	BY
OLD HIGHWAY 42 SITE PLAN			
COMPREHENSIVE WATER IMPROVEMENTS – PHASE IV			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sdw.com			
Drawn by: ILR		Checked by: KDW	
Date: 11-08-2016		Scale: 1" = 20'	
Drawing No.: 1273-W009		Sheet No. 7	

SITE 3

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CONSTRUCTION NOTES, SITE 4:

1. SEE DIRECTIONAL BORED CHANNEL CROSSING
DETAIL SHEET No. 13.
2. EXISTING PIPE AND VALVE LOCATIONS SHALL
BE VERIFIED DURING CONSTRUCTION.

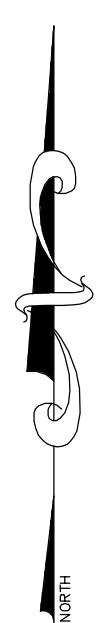
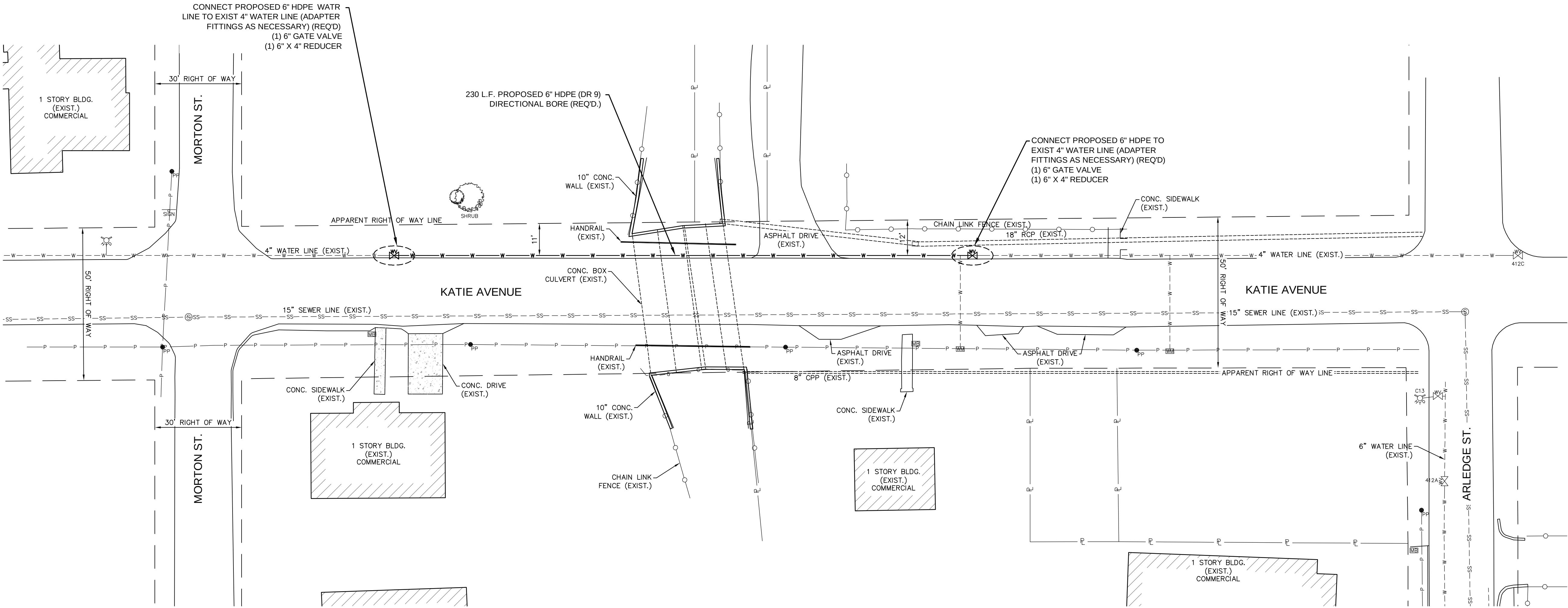


NO.	DATE	DESCRIPTION	BY
WALNUT STREET SITE PLAN			
COMPREHENSIVE WATER IMPROVEMENTS – PHASE IV			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sdw.com			
Drawn by: ILR		Checked by: KDW	
Date: 11-08-2016		Scale: 1" = 20'	
Drawing No.: 1273-W009		Sheet No. 8	

SITE 4

CONSTRUCTION NOTES, SITE 5:

- 1. SEE DIRECTIONAL BORED CHANNEL CROSSING
DETAIL SHEET No. 13.
- 2. EXISTING PIPE AND VALVE LOCATIONS SHALL
BE VERIFIED DURING CONSTRUCTION.

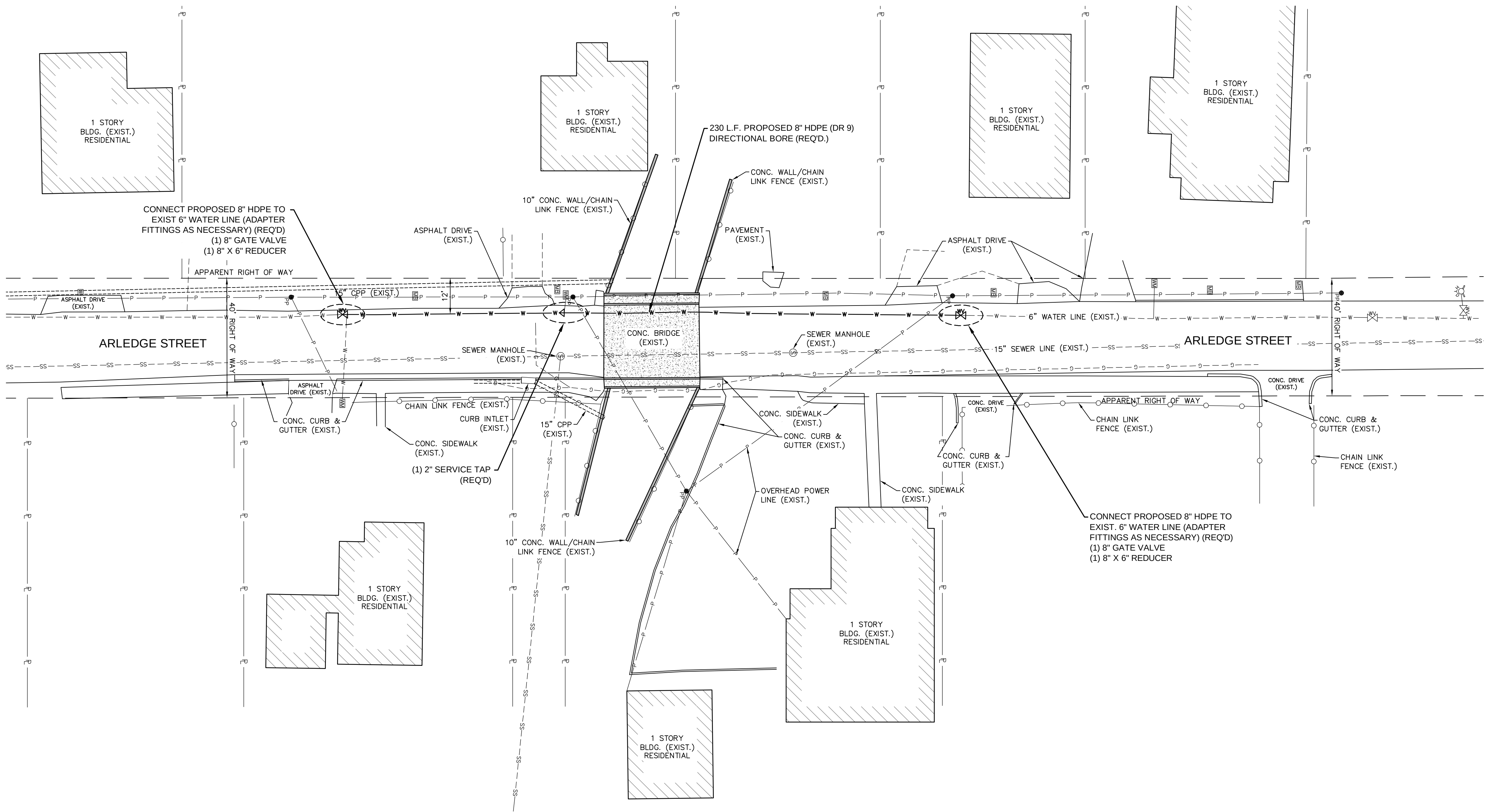


NO.	DATE	DESCRIPTION	BY
KATIE AVENUE SITE PLAN			
COMPREHENSIVE WATER IMPROVEMENTS – PHASE IV			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress			
301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sdw.com			
Drawn by: ILR		Checked by: KDW	
Date: 11-08-2016		Scale: 1" = 20'	
Drawing No.: 1273-W009		Sheet No. 9	

SITE 5

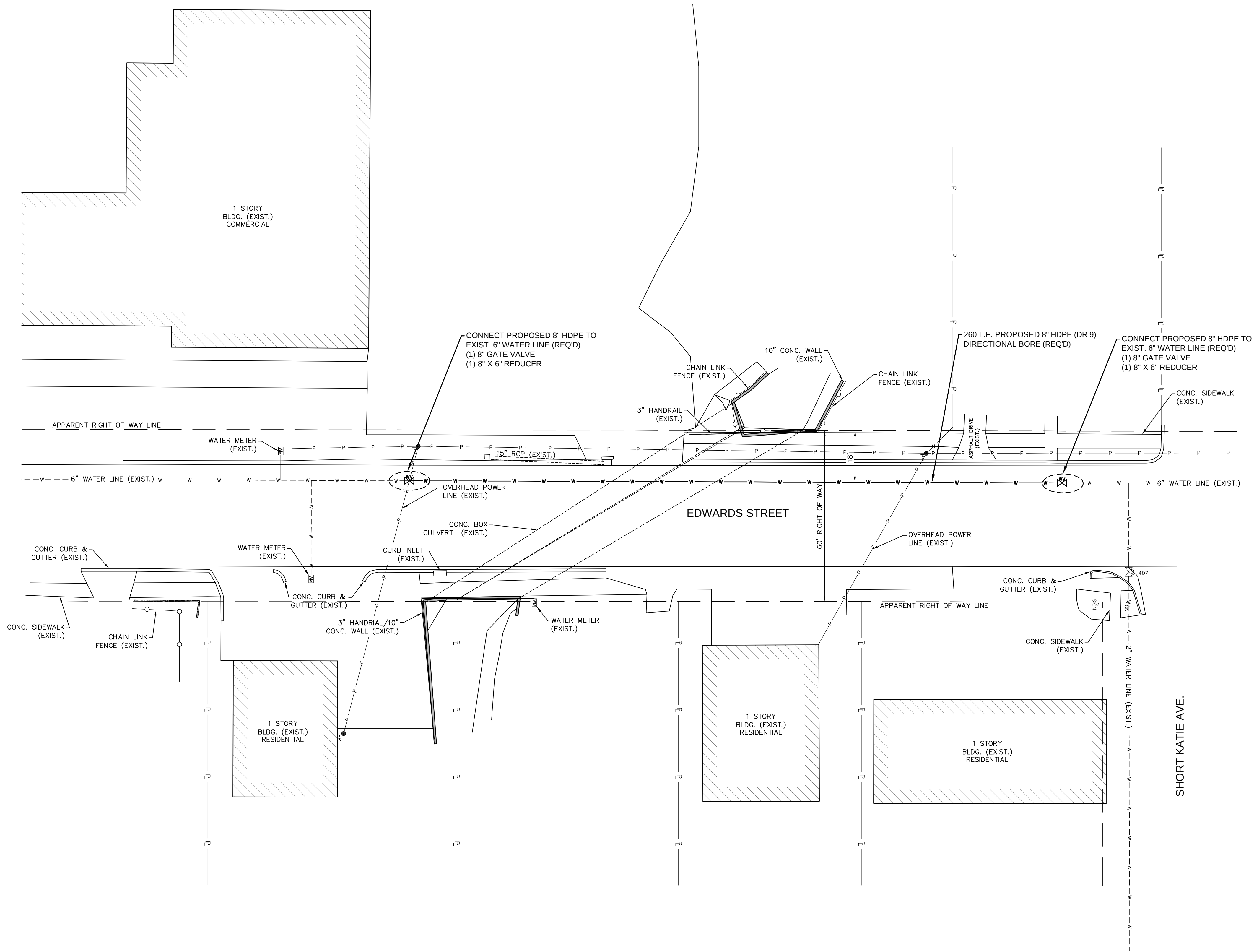
CONSTRUCTION NOTES, SITE 6:

1. SEE DIRECTIONAL BORED CHANNEL CROSSING DETAIL SHEET No. 13.
2. EXISTING PIPE AND VALVE LOCATIONS SHALL BE VERIFIED DURING CONSTRUCTION.



NO.	DATE	DESCRIPTION	BY
ARLEDGE STREET SITE PLAN			
COMPREHENSIVE WATER IMPROVEMENTS – PHASE IV			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sdw.com			
Drawn by: ILR		Checked by: KDW	
Date: 11-08-2016		Scale: 1" = 20'	
Drawing No.: 1273-W009		Sheet No. 10	

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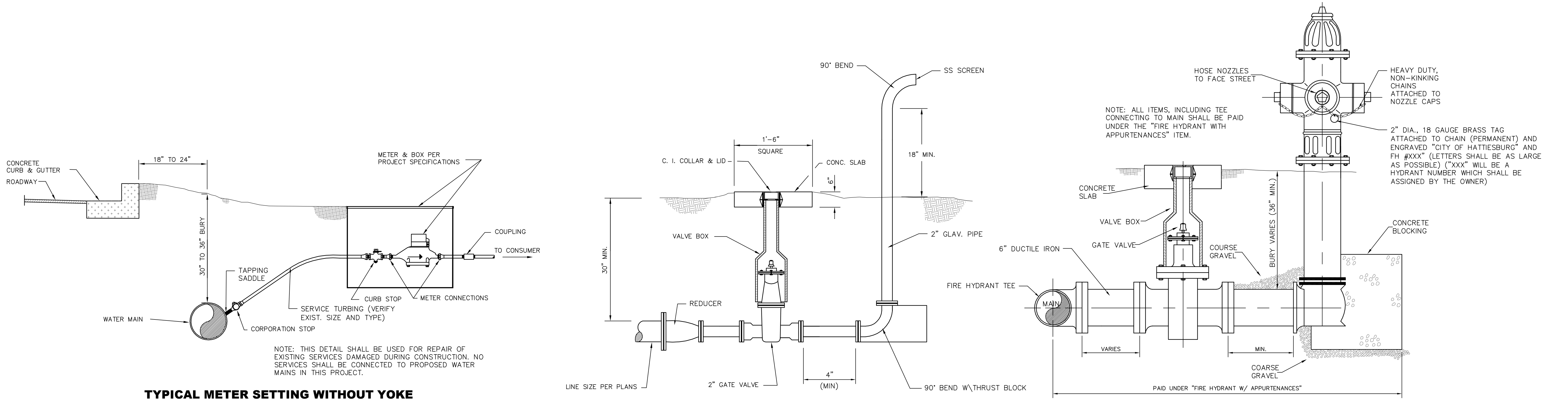


- CONSTRUCTION NOTES, SITE 7:**
- SEE DIRECTIONAL BORED CHANNEL CROSSING DETAIL SHEET No. 13.
 - EXISTING PIPE AND VALVE LOCATIONS SHALL BE VERIFIED DURING CONSTRUCTION.
 - CONNECT SERVICE LINE TO NEW PROPOSED LINE.

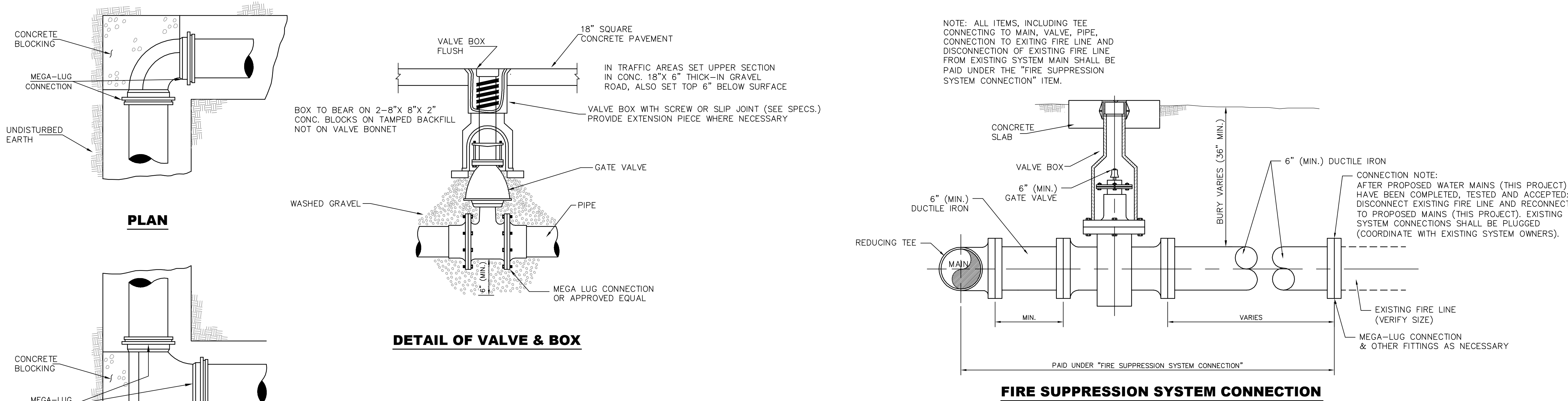
NO.	DATE	DESCRIPTION	BY
EDWARDS STREET SITE PLAN			
COMPREHENSIVE WATER IMPROVEMENTS – PHASE IV			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sdw.com			
Drawn by: ILR		Checked by: KDW	
Date: 11-08-2016		Scale: 1" = 20'	
Drawing No.: 1273-W009		Sheet No. 11	

SITE 7

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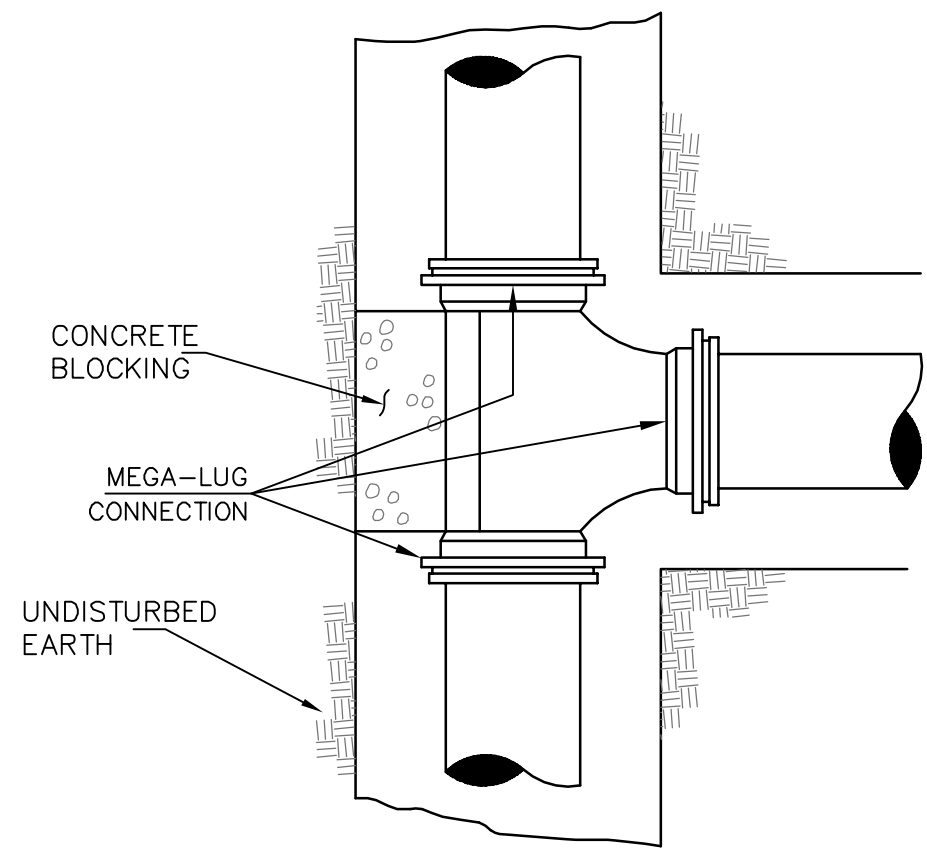
BLOW-OFF VALVE DETAIL



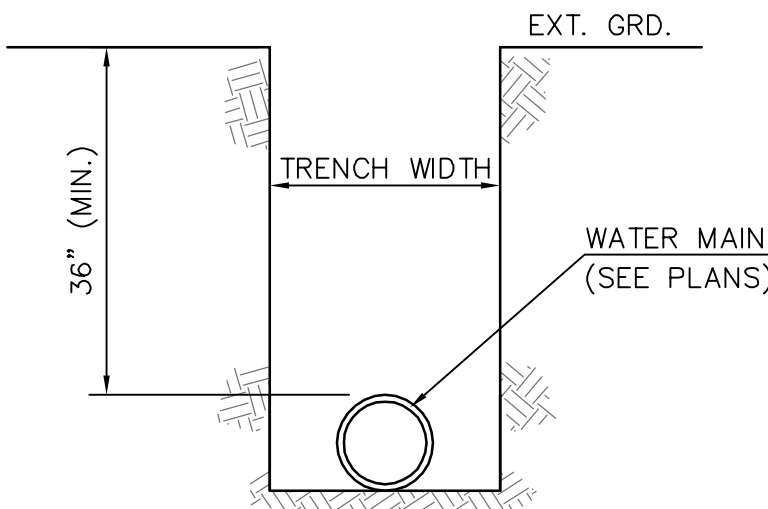
PLAN

DETAIL OF VALVE & BOX

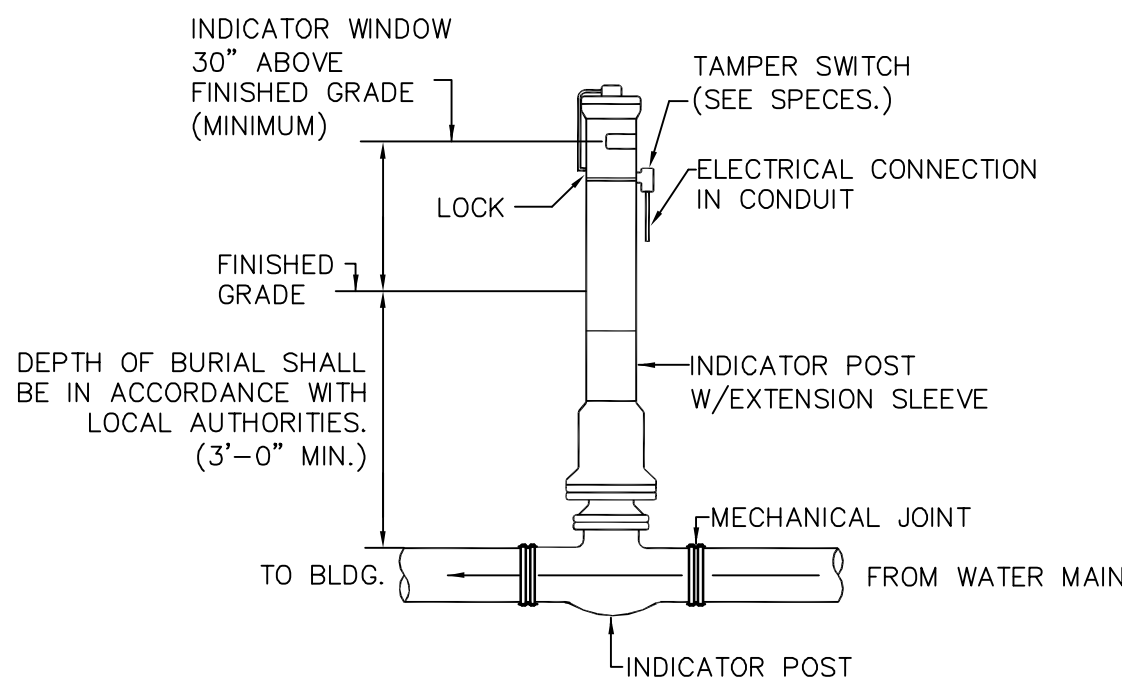
FIRE SUPPRESSION SYSTEM CONNECTION



PLAN



DETAIL OF TRENCH



POST INDICATOR VALVE DETAIL

PIV NOTES:

1. POST INDICATOR VALVES SHALL BE REQUIRED AT ALL EXISTING STRUCTURES WHICH ARE BEING CONNECTED TO THE PROPOSED SYSTEM UNDER THIS PROJECT, IF THE EXISTING PIV IS DAMAGED AND/OR INOPERABLE OR IF NO PIV IS IN PLACE AT THE TIME OF CONNECTION.
2. LOCATIONS FOR PROPOSED PIV'S SHALL BE AS DIRECTED BY THE ENGINEER BUT SHALL BE AT LEAST 40 FEET FROM THE EXISTING STRUCTURE AND CLEARLY VISIBLE.
3. POST INDICATOR VALVES SHALL BE INSTALLED AS PER THE MANUFACTURER'S SPECIFICATIONS AND AS DETAILED HERE.
4. ALL ITEMS, INCLUDING POSSIBLE INSTALLATION ON EXISTING FIRE LINE SHALL BE PAID UNDER THE "POST INDICATOR VALVE" ITEM.

NO.	DATE	DESCRIPTION	BY
WATER INSTALLATION DETAILS			
COMPREHENSIVE WATER IMPROVEMENTS - PHASE IV			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress			
301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
Drawn by: ILR		Checked by: KDW	
Date: 11-02-2016		Scale: NOT TO SCALE	
Drawing No.: 1273-W009		Sheet No. 12	



VALVE LOCATION



NO.	DATE		DESCRIPTION		BY
WATER INSTALLATION DETAILS					
COMPREHENSIVE WATER IMPROVEMENTS – PHASE IV					
CITY OF HATTIESBURG					
FORREST COUNTY, MISSISSIPPI					
					
301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com					
Drawn by: ILR			Checked by: KDW		
Date: 11–02–2016			Scale: NOT TO SCALE		
Drawing No.: 1273–W009			Sheet No. 13		

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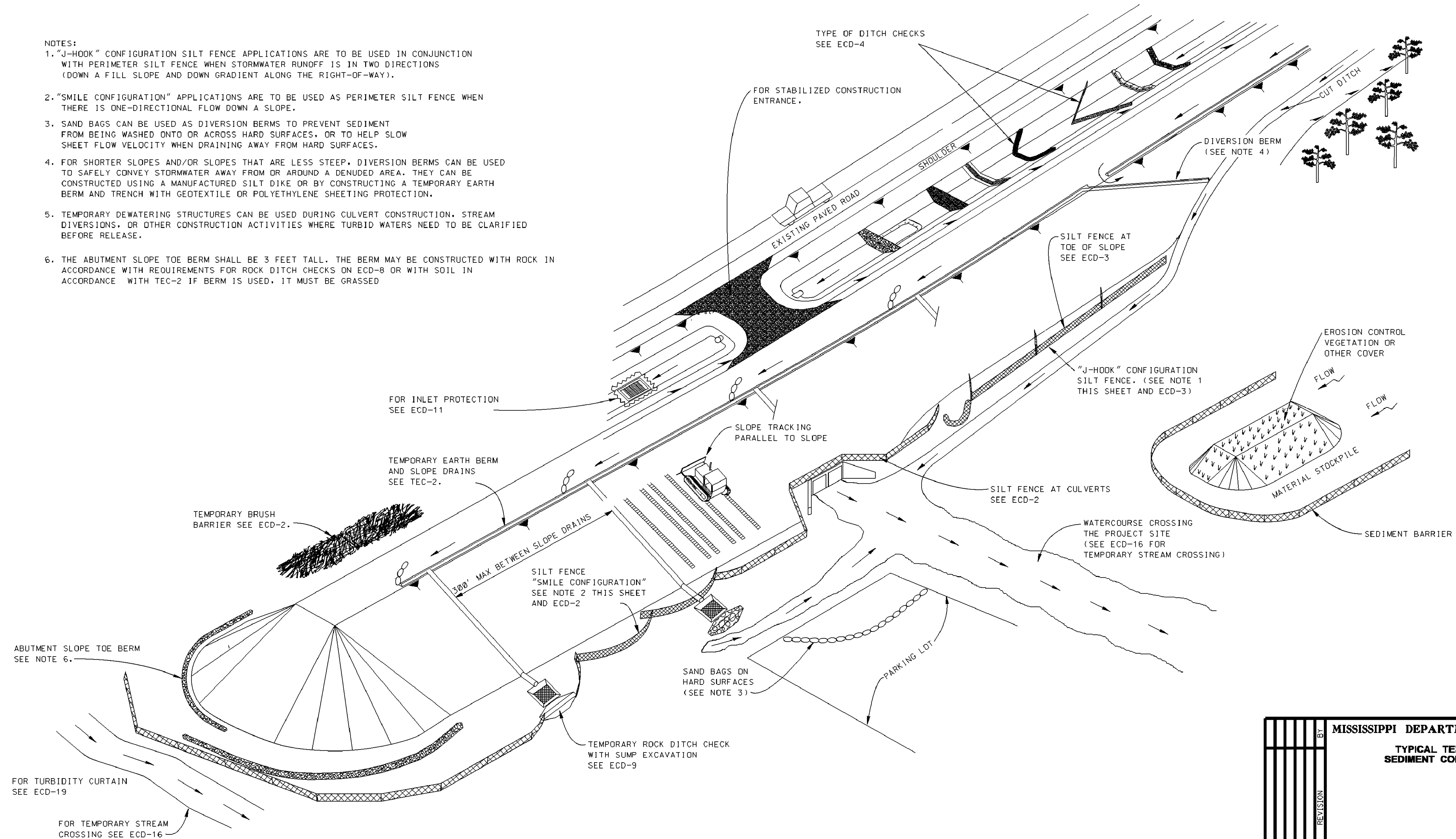
VEGETATION SCHEDULE							
EROSION CONTROL ITEMS		SEASONAL APPLICATIONS – DATES & RATES				REQUIREMENTS	
		SPRING & SUMMER		FALL & WINTER			
PAY ITEM NO.	ITEMS	RATES	DATES	RATES	DATES		
⑦	211–B001	TOPSOIL FOR SLOPE TREATMENT (LVM)	4" THICK	MARCH 1 TO SEPTEMBER 1	4" THICK	SEPTEMBER 1 TO MARCH 1	TOPSOIL REQUIRED ON SLOPES DETERMINED BY THE ENGINEER DURING CONSTRUCTION
	212–B001	STANDARD GROUND PREPARATION	PER SQ. FT.	MARCH 1 TO SEPTEMBER 1	PER SQ. FT.	SEPTEMBER 1 TO MARCH 1	GROUND PREPARATION REQUIRED ON AREAS TO RECEIVE SOLID SODDING OR SEEDING, AS APPLICABLE
	907–213–A001	AGRICULTURAL LIMESTONE	3 TONS / ACRE	MARCH 1 TO SEPTEMBER 1	3 TONS / ACRE	SEPTEMBER 1 TO MARCH 1	LIMESTONE SHALL BE MECHANICALLY SPREAD UNIFORMLY AND INCORPORATED INTO THE SOIL PRIOR TO PLANTING
	213–B001	COMBINATION FERTILIZER (13–13–13)	1000 LBS / ACRE	MARCH 1 TO SEPTEMBER 1	1000 LBS / ACRE	SEPTEMBER 1 TO MARCH 1	FERTILIZER SHALL BE MECHANICALLY SPREAD UNIFORMLY AND INCORPORATED INTO THE SOIL PRIOR TO PLANTING
①	213–C001	SUPER PHOSPHATE	0.5 TON / ACRE (EST)	MARCH 1 TO SEPTEMBER 1			SUPER PHOSPHATE (FOR BID ITEM PURPOSES)
②	214–A002	SEEDING (BERMUDA GRASS)	20 LBS / ACRE	MARCH 1 TO SEPTEMBER 1	20 LBS / ACRE	SEPTEMBER 1 TO MARCH 1	SEED REQUIRED ON DISTURBED AREAS. UNHULLED SEED MAY BE REQUIRED DURING THE DORMANT SEASON AS DIRECTED
③	214–A003	SEEDING (TALL FESCUE)			15 LBS / ACRE	AUGUST 15 TO MARCH 15	SEED REQUIRED IN DISTURBED AREAS
⑤	214–A004	SEEDING (CRIMSON CLOVER)			20 LBS / ACRE	AUGUST 15 TO MARCH 15	SEED REQUIRED ON DISTURBED AREA
⑥	215–A001	VEGETATIVE MATERIAL FOR MULCH	2 TONS / ACRE (EST)	MARCH 1 TO SEPTEMBER 1	2 TONS / ACRE (EST)	SEPTEMBER 1 TO MARCH 1	THE ENGINEER WILL DESIGNATE THE RATES OF APPLICABLE (SEE SUBSECTION 215–03.3)
	216–A001	SOLID SODDING	PER SQ. YD.	MARCH 1 TO SEPTEMBER 1	PER SQ. YD.	SEPTEMBER 1 TO MARCH 1	SOLID SOD REQUIRED ON AREAS SPECIFIED IN THE CONTRACT OR BY THE ENGINEER
	219–A001	WATERING	20 GAL / S.Y. (EST)	MARCH 1 TO SEPTEMBER 1	20 GAL. / S.Y. (EST)	SEPTEMBER 1 TO MARCH 1	TO BE USED AS DIRECTED IN THE PLANTING AND ESTABLISHING OF SOLID SOD
④	220–A001	INSECT PEST CONTROL	PER ACRE		PER ACRE		SEE SECTION 220
	TEMPORARY EROSION CONTROL ITEMS						
	212–A001	LIGHT GROUND PREPARATION	PER SQ. YD.		PER SQ. YD.		APPROXIMATELY HALF SQ.YD. STANDARD GROUND PREPARATION
	213–B001	COMBINATION FERTILIZER (13–13–13)	0.25 TONS/ ACRE		0.25 TONS/ ACRE		QUANTITY BASED ON LIGHT GROUND PREPARATION
	214–A013	SEEDING (BROWN TOP MILLET)	20 LBS / ACRE	APRIL 1 TO AUGUST 31			QUANTITY BASED ON LIGHT GROUND PREPARATION
	214–A017	SEEDING (RYE GRASS)			25 LBS / ACRE	SEPTEMBER 1 TO MARCH 31	QUANTITY BASED ON LIGHT GROUND PREPARATION
	214–A015	SEEDING (OATS)			90 LBS / ACRE	SEPTEMBER 1 TO DECEMBER 15	QUANTITY BASED ON LIGHT GROUND PREPARATION
	215–A001	VEGETATIVE MATERIAL FOR MULCH	1 TON / ACRE (EST)		1 TON / ACRE (EST)		QUANTITY BASED ON LIGHT GROUND PREPARATION

- ① ALL AREAS THAT HAVE BEEN VEGETATED, UNDER THIS CONTRACT, FOR AT LEAST (60) SIXTY DAYS, SHALL RECEIVE ADDITIONAL APPLICATION(S) OF FERTILIZER(S) OF THE TYPE(S) AND RATE(S) OF APPLICATIONS AS DETERMINED BY SOIL TEST OR AS DIRECTED DURING THE GROWING SEASONS THE CONTRACT IS IN FORCE. GROUND PREPARATION WILL NOT BE REQUIRED FOR THE ADDITIONAL APPLICATIONS.
- ② PROPOSAL QUANTITIES ESTIMATED ON THE BASIS THAT 100% OF THE ACREAGE WILL BE SEEDED.
- ③ PROPOSAL QUANTITIES ESTIMATED ON THE BASIS THAT 50% OF THE ACREAGE WILL BE SEEDED.
- ④ QUANTITY ESTIMATED ON THE BASIS THAT 50% OF THE ACREAGE VEGETATED MAY REQUIRED TREATMENT.
- ⑤ THIS ITEM MAY BE OMITTED ON AREAS SELECTED BY THE ENGINEER.
- ⑥ BAHIAGRASS WILL NOT BE PERMITTED AS A MULCH MATERIAL.
- ⑦ PROPOSAL QUANTITIES ESTIMATED ON THE BASIS THAT 75% OF THE ACREAGE SEEDED MAY REQUIRE TOPSOIL

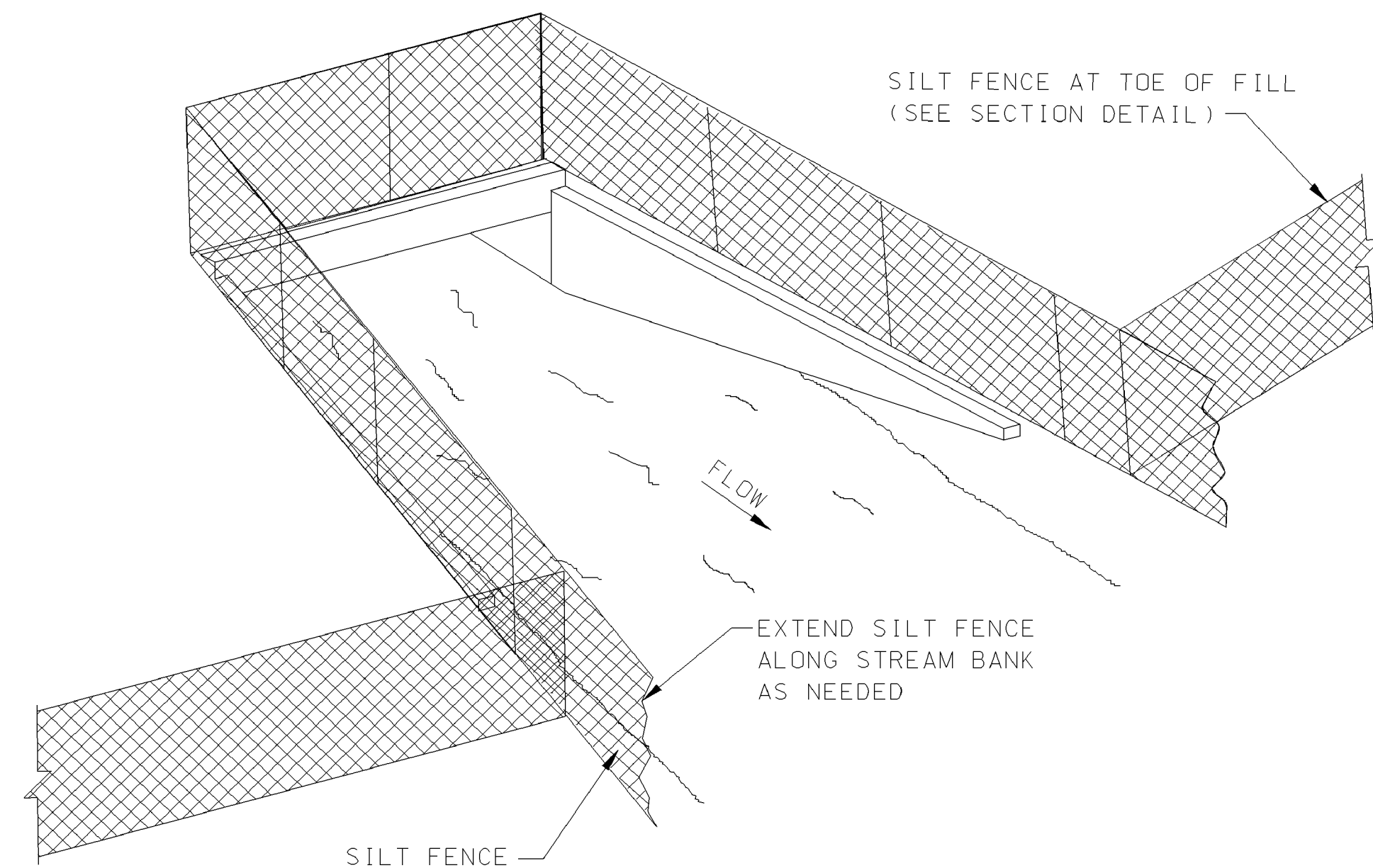
TEMPORARY EROSION CONTROL ITEMS REQUIRED FOR DETOURS		
ITEM	RATE	SEASONAL LIMITATIONS
STANDARD GROUND PREPARATION	---	---
COMBINATION FERTILIZER (13–13–13)	500 LBS/ACRE	---
SEEDING (BERMUDA GRASS)	10 LBS/ACRE	---
SEEDING (TALL FESCUE)	20 LBS/ACRE	AUGUST 15 TO MARCH 15
VEGETATIVE MATERIAL FOR MULCH	2 LBS/ACRE	---

NO.	DATE	DESCRIPTION	BY
VEGETATION SCHEDULE			
COMPREHENSIVE WATER IMPROVEMENTS – PHASE IV			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
Drawn by: ILR		Checked by: KDW	
Date: 11–02–2016		Scale: NOT TO SCALE	
Drawing No.: 1273–W009		Sheet No. 14	

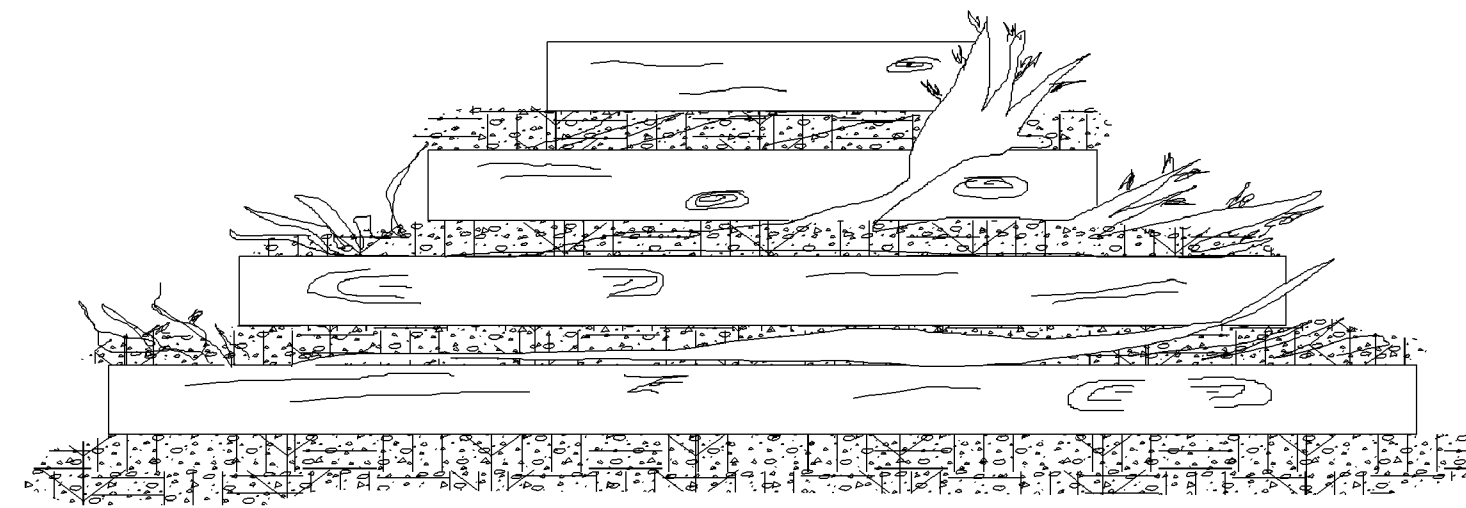
- NOTES:
1. "J-HOOK" CONFIGURATION SILT FENCE APPLICATIONS ARE TO BE USED IN CONJUNCTION WITH PERIMETER SILT FENCE WHEN STORMWATER RUNOFF IS IN TWO DIRECTIONS (DOWN A FILL SLOPE AND DOWN GRADIENT ALONG THE RIGHT-OF-WAY).
 2. "SMILE CONFIGURATION" APPLICATIONS ARE TO BE USED AS PERIMETER SILT FENCE WHEN THERE IS ONE-DIRECTIONAL FLOW DOWN A SLOPE.
 3. SAND BAGS CAN BE USED AS DIVERSION BERMS TO PREVENT SEDIMENT FROM BEING WASHED ONTO OR ACROSS HARD SURFACES, OR TO HELP SLOW SHEET FLOW VELOCITY WHEN DRAINING AWAY FROM HARD SURFACES.
 4. FOR SHORTER SLOPES AND/OR SLOPES THAT ARE LESS STEEP, DIVERSION BERMS CAN BE USED TO SAFELY CONVEY STORMWATER AWAY FROM OR AROUND A DENUDED AREA. THEY CAN BE CONSTRUCTED USING A MANUFACTURED SILT DIKE OR BY CONSTRUCTING A TEMPORARY EARTH BERM AND TRENCH WITH GEOTEXTILE OR POLYETHYLENE SHEETING PROTECTION.
 5. TEMPORARY DEWATERING STRUCTURES CAN BE USED DURING CULVERT CONSTRUCTION, STREAM DIVERSIONS, OR OTHER CONSTRUCTION ACTIVITIES WHERE TURBID WATERS NEED TO BE CLARIFIED BEFORE RELEASE.
 6. THE ABUTMENT SLOPE TOE BERM SHALL BE 3 FEET TALL. THE BERM MAY BE CONSTRUCTED WITH ROCK IN ACCORDANCE WITH REQUIREMENTS FOR ROCK DITCH CHECKS ON ECD-8 OR WITH SOIL IN ACCORDANCE WITH TEC-2 IF BERM IS USED, IT MUST BE GRASSED



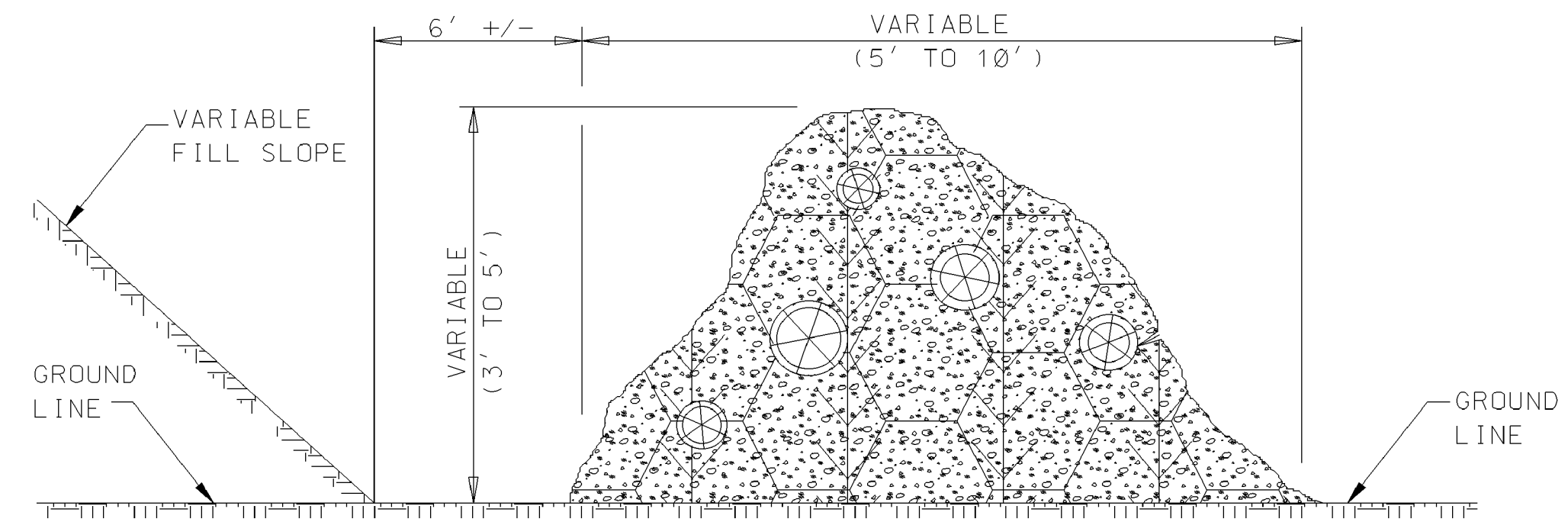
MISSISSIPPI DEPARTMENT OF TRANSPORTATION	
TYPICAL TEMPORARY EROSION/ SEDIMENT CONTROL APPLICATIONS	
WORKING NUMBER ECD-1	SHEET NUMBER 15
FILENAME: EROSION CONTROL\ECD-1.DGN	
DATE	DESIGN TEAM
REVISION	CHECKED
BY	DATE



SEDIMENT BARRIER AT CROSS DRAIN



FRONT ELEVATION



SIDE ELEVATION

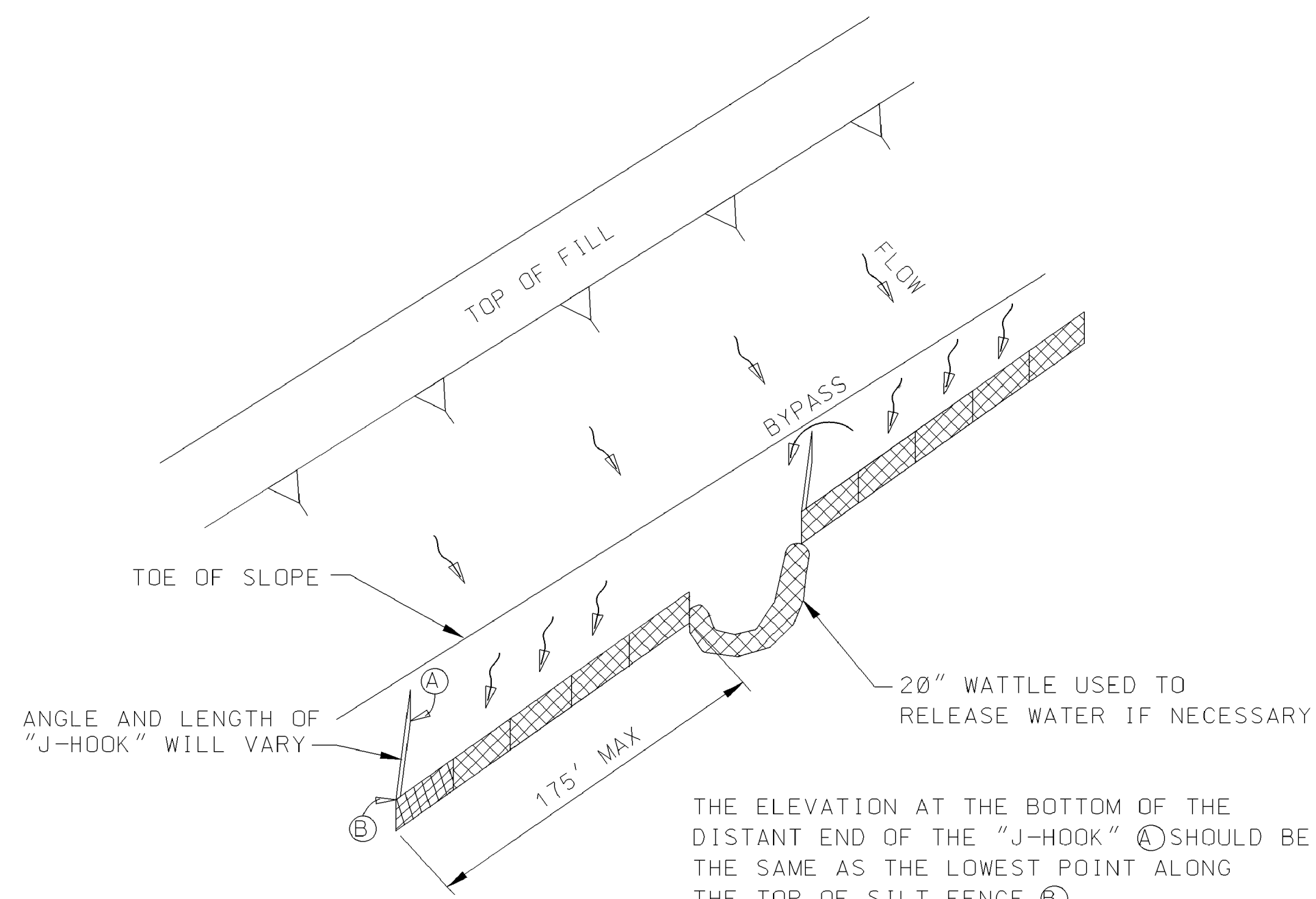
TEMPORARY BRUSH BARRIER

NOTES:

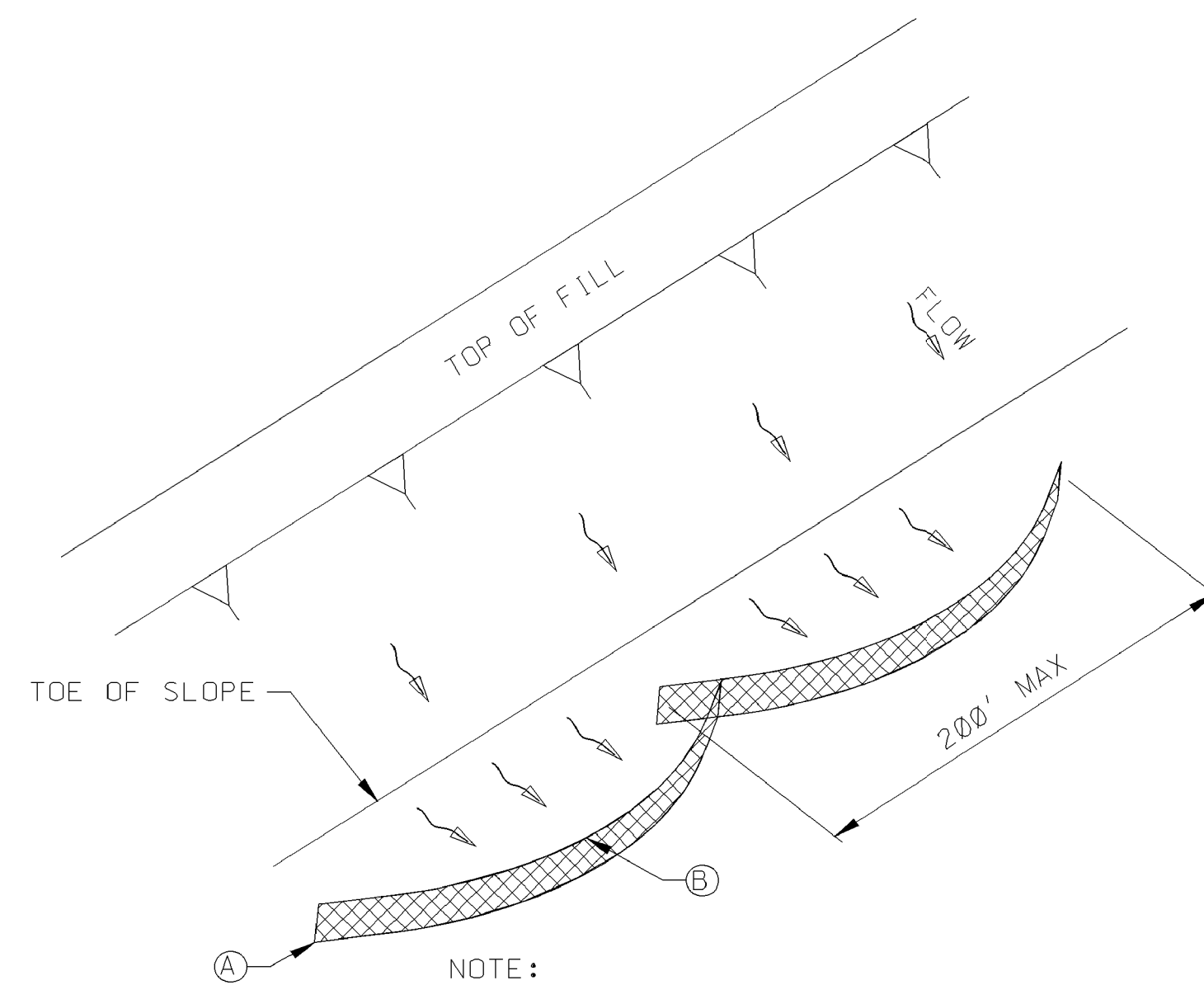
- BRUSH BARRIER MAY BE USED WHERE NATURAL GROUND IS LEVEL OR SLOPING AWAY FROM PROJECT.
- PLACE BRUSH, LOG AND TREE LAPS APPROXIMATELY PARALLEL TO TOE OF FILL SLOPE WITH SOME OF THE HEAVIER MATERIALS BEING PLACED ON TOP TO PROPERLY SECURE THE BARRIER AS DETAILED AT LOCATIONS SHOWN ON PLANS OR AS DIRECTED OR PERMITTED BY THE ENGINEER.
- TO ALLOW WATER TO SEEP THROUGH BRUSH BARRIER, INTERMINGLE THE BRUSH, LOG AND TREE LAPS SO AS NOT TO FORM A SOLID DAM.
- THE BRUSH BARRIER MAY BE CHOKED WITH FILTER FABRIC.
- TEMPORARY BRUSH BARRIER WILL NOT BE MEASURED FOR SEPERATE PAYMENT

NOTE:

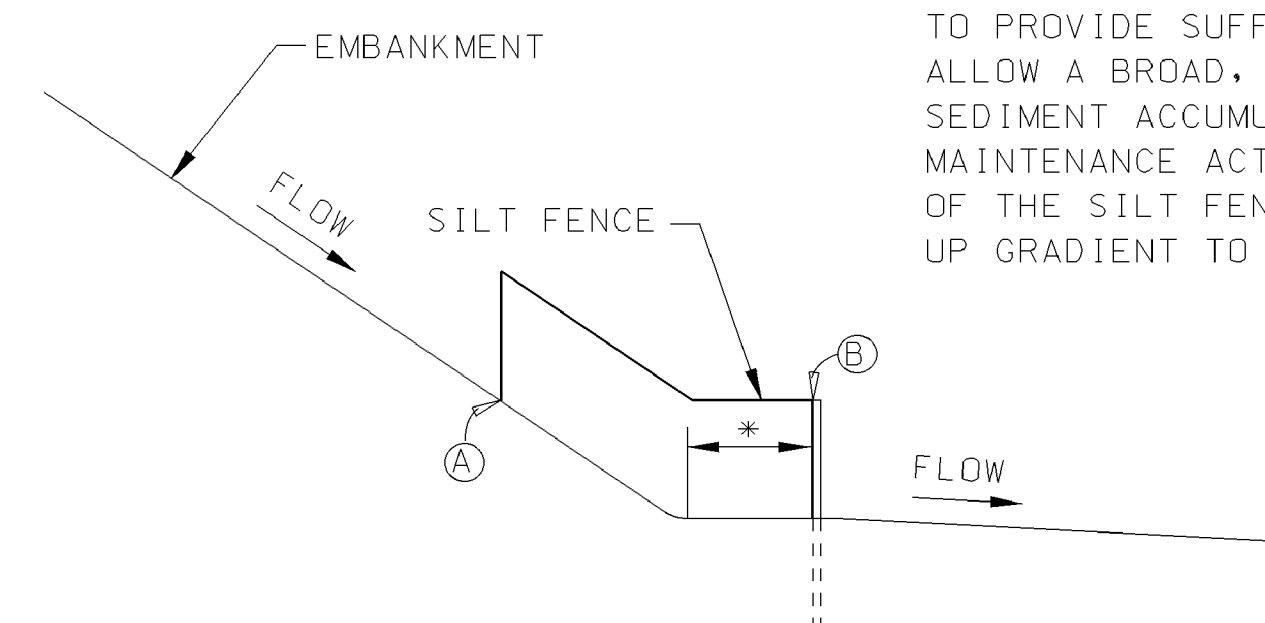
- ANCHOR AND INSTALL SILT FENCE PER DETAILS SHOWN ON ECD-3



"J-HOOK" SILT FENCE APPLICATION



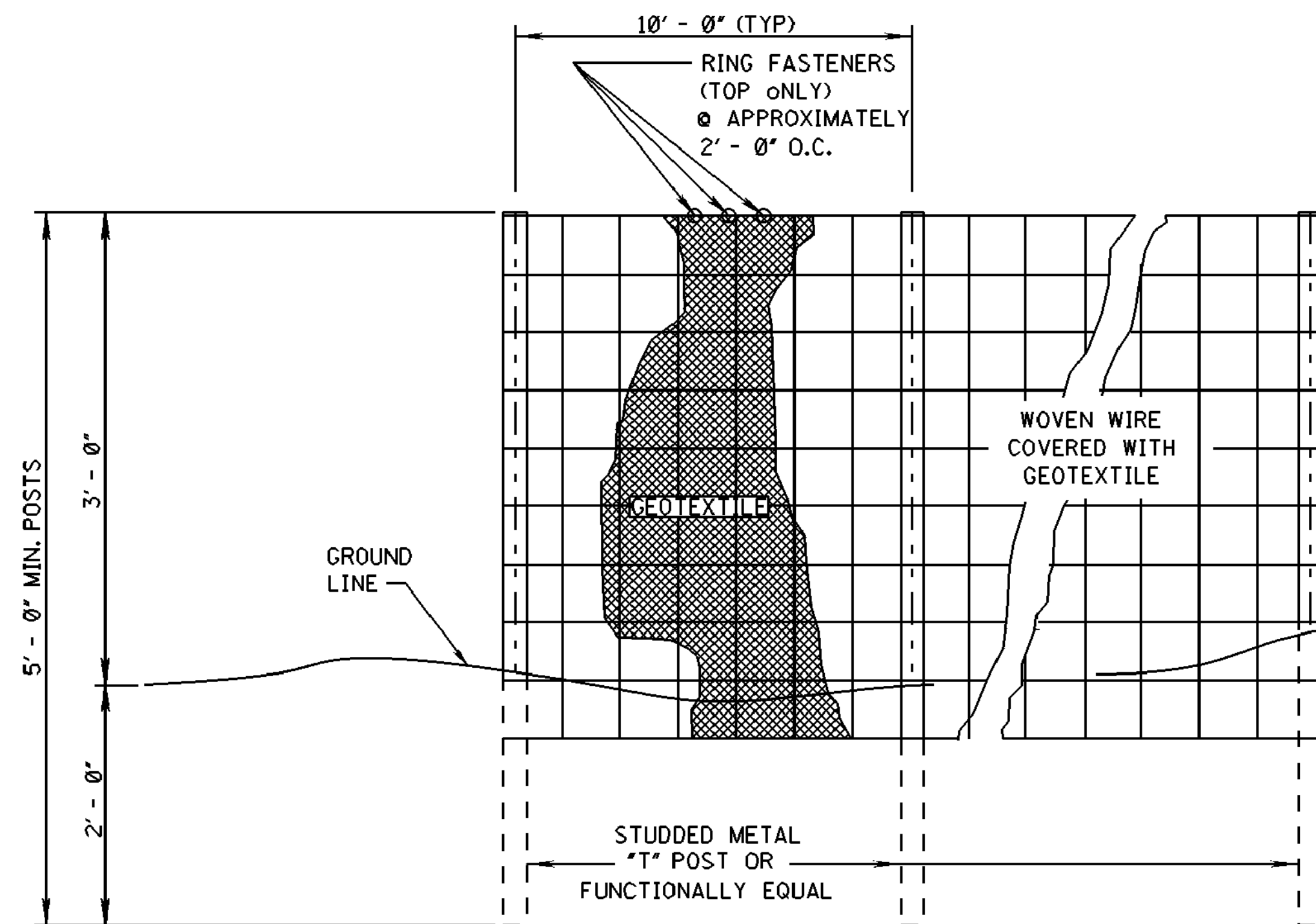
"SMILE-CONFIGURATION" SILT FENCE APPLICATION



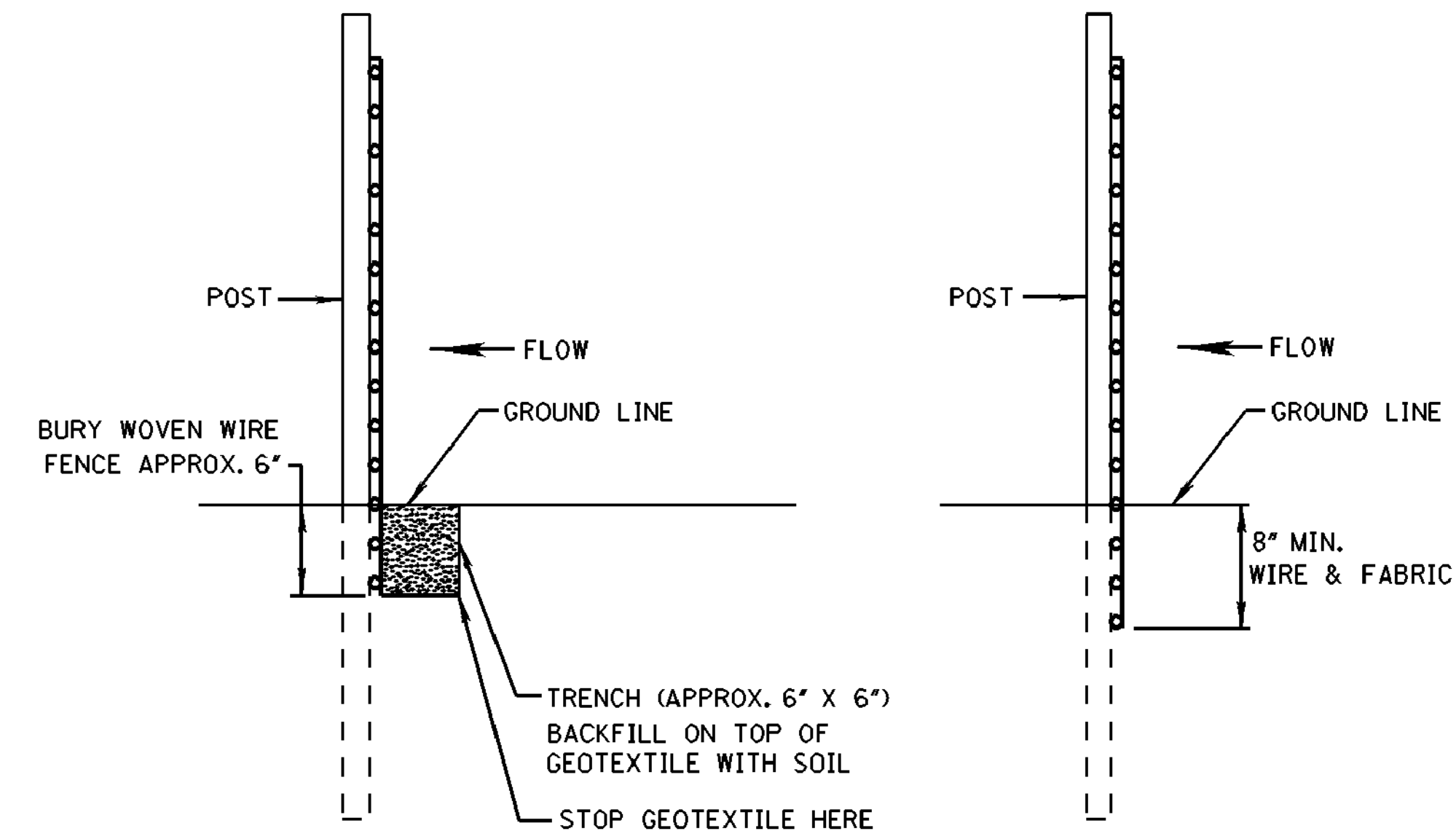
SILT FENCE SECTION AT TOE OF FILL

- * SILT FENCE SHOULD BE LOCATED AWAY FROM THE TOE OF THE SLOPE TO PROVIDE SUFFICIENT SPACE TO ALLOW A BROAD, FLAT AREA FOR SEDIMENT ACCUMULATION AND MAINTENANCE ACTIVITIES. THE ENDS OF THE SILT FENCE SHOULD BE TURNED UP GRADIENT TO MAXIMIZE STORAGE.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION			
DETAILS OF SEDIMENT BARRIER APPLICATIONS			
DATE	DESIGN TEAM	CHECKED	DATE
FILENAME: EROSION CONTROL\ECD-2.DGN			
WORKING NUMBER	ECD-2		
SHEET NUMBER	16		



ELEVATION VIEW

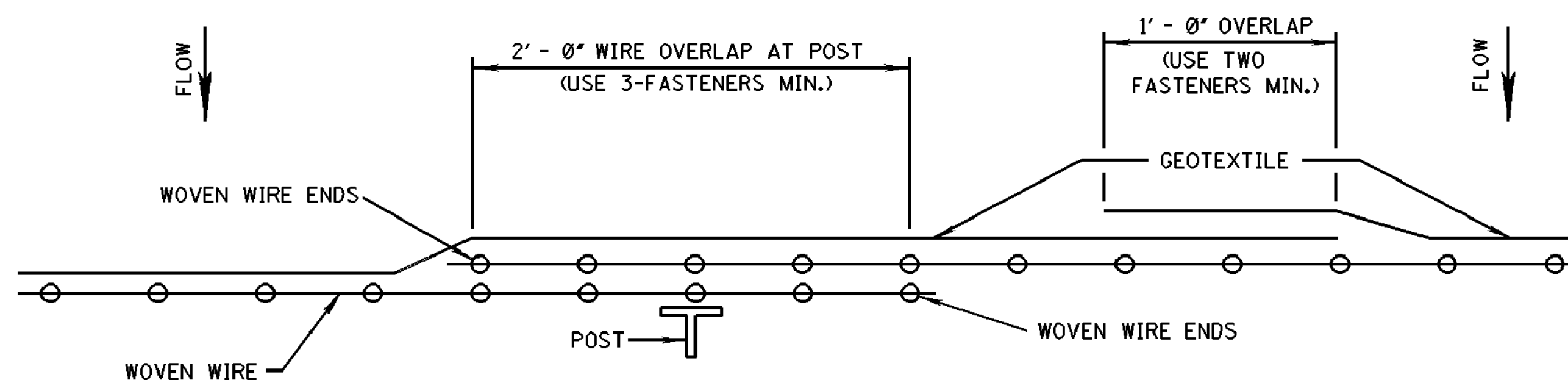


METHOD I

METHOD II
MECHANICAL INSTALLATION

SIDE VIEW

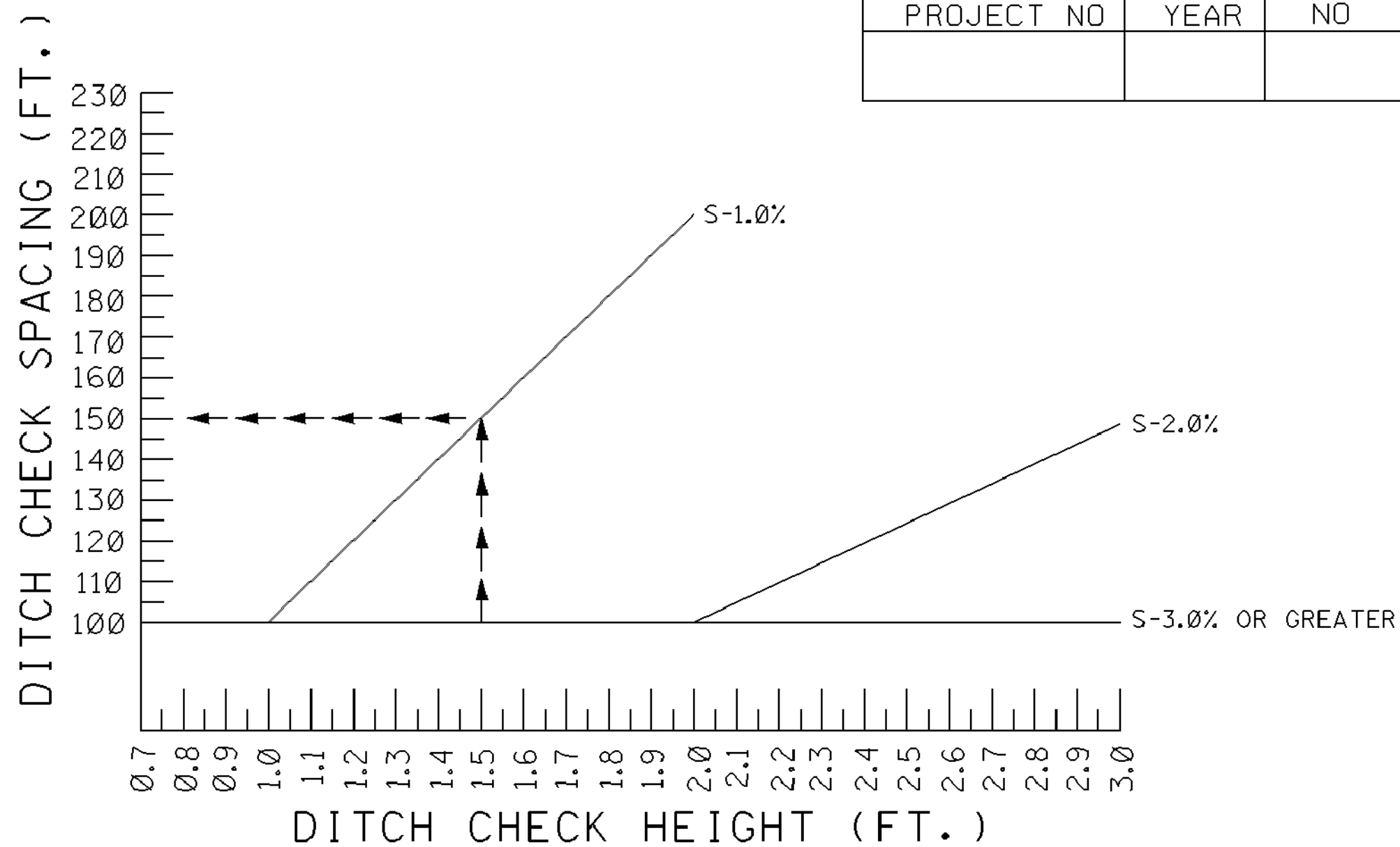
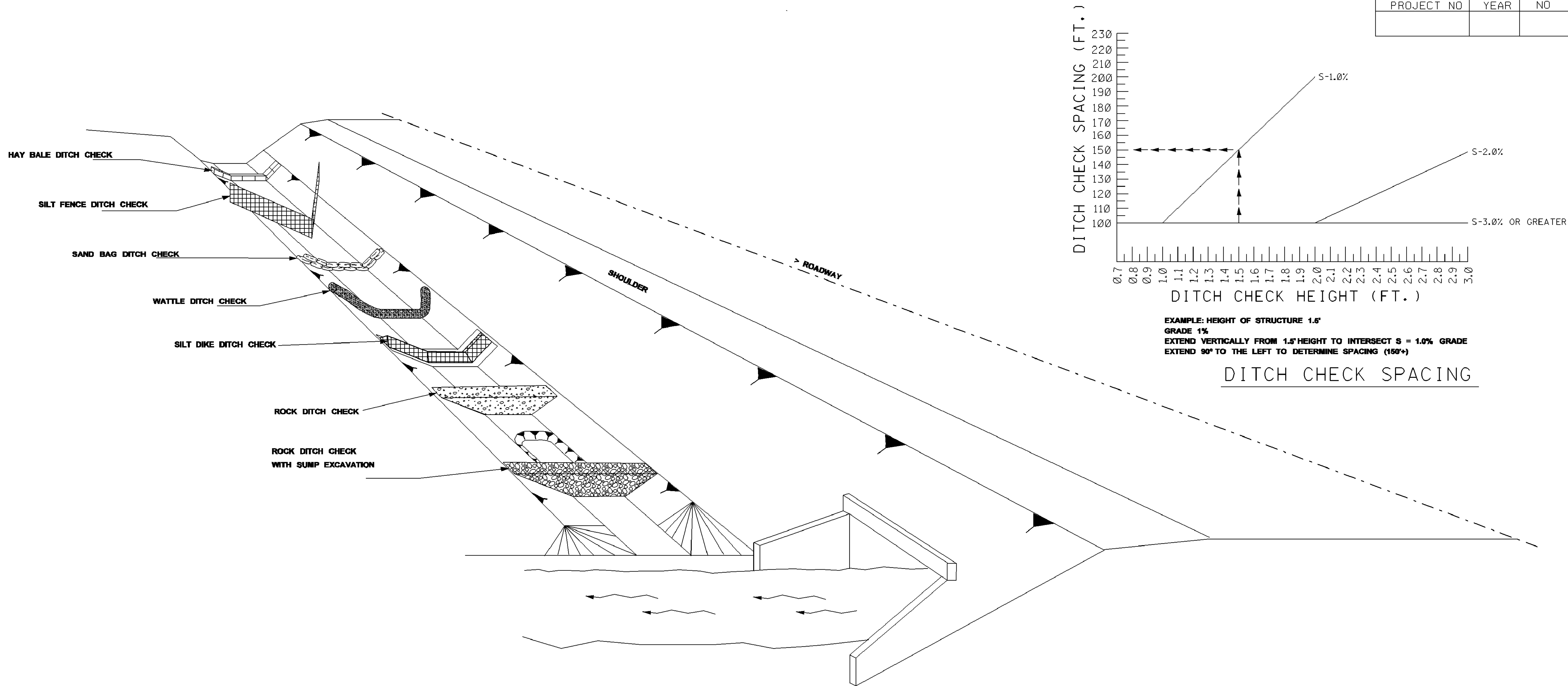
- NOTES:
1. SILT FENCES SHALL BE USED IN AREAS WHERE FLOW IS NOT SEVERE.
 2. SILT FENCES ARE TEMPORARY SEDIMENT CONTROL ITEMS THAT SHALL BE ERECTED OPPOSITE ERODIBLE AREAS SUCH AS NEWLY GRADED FILL SLOPES AND ADJACENT TO STREAMS AND CHANNELS.
 3. SILT FENCE SHOULD BE PLACED WELL INSIDE RIGHT-OF-WAY AND ALONG EDGE OF CLEARING LIMITS. THIS WILL ALLOW ROOM FOR A BACK-UP FENCE IF FIRST FENCE BECOMES FULL.
 4. WHEREVER POSSIBLE SILT FENCE SHALL BE CONSTRUCTED ACROSS A LEVEL AREA IN THE SHAPE OF A SMILE. THIS AIDS IN PONDING OF RUNOFF AND FACILITATES SEDIMENTATION.
 5. THE CONTRACTOR MAY ELECT TO USE EITHER METHOD I OR METHOD II. COST TO BE LINEAR FEET OF SILT FENCE.
 6. METHOD II INSTALLATION SHALL BE ACCOMPLISHED USING AN IMPLEMENT THAT IS MANUFACTURED FOR THE APPLICATION AND PROVIDES A CONFIGURATION MEETING THE REQUIREMENTS OF THE DETAIL.
 7. WIRE SHALL BE MINIMUM OF 32" IN WIDTH AND SHALL HAVE A MINIMUM OF 6 LINE WIRES WITH 12" STAY SPACING.
 8. GEOTEXTILE FABRIC MEETING THE TYPE II MATERIAL REQUIREMENTS AND INSTALLED ACCORDING TO SPECIFICATION MAY BE USED WITHOUT WIRE FENCE.



PLAN VIEW
REQUIRED LAPPING

MISSISSIPPI DEPARTMENT OF TRANSPORTATION	
DETAILS OF SILT FENCE INSTALLATION	
WORKING NUMBER ECD-3	SHEET NUMBER 17
DATE DESIGN TEAM	FILENAME: EROSION_CONTROL\ECD-3.DGN CHECKED DATE

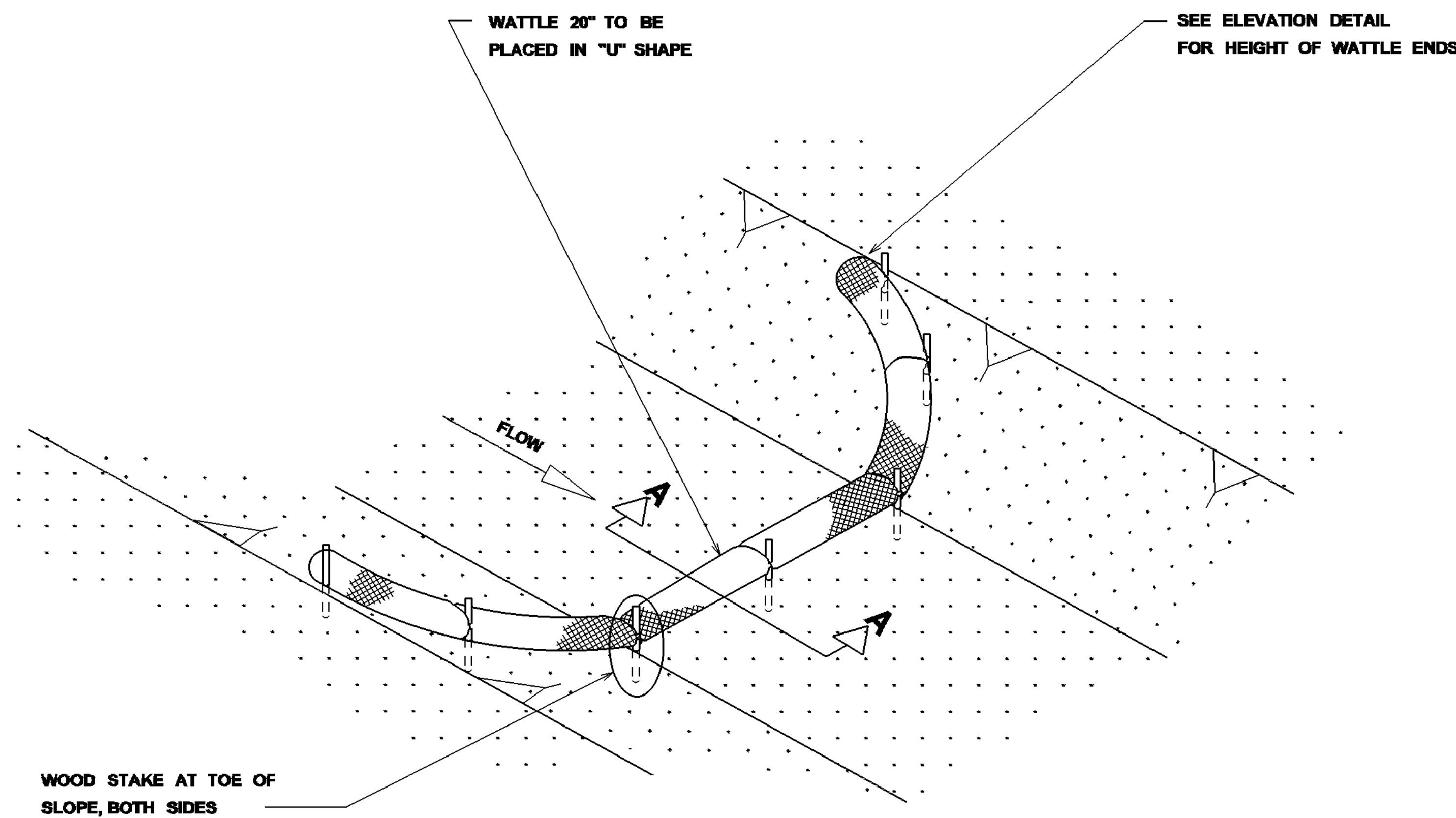
REFERENCE PROJECT NO.	FISCAL YEAR	SHEET NO.



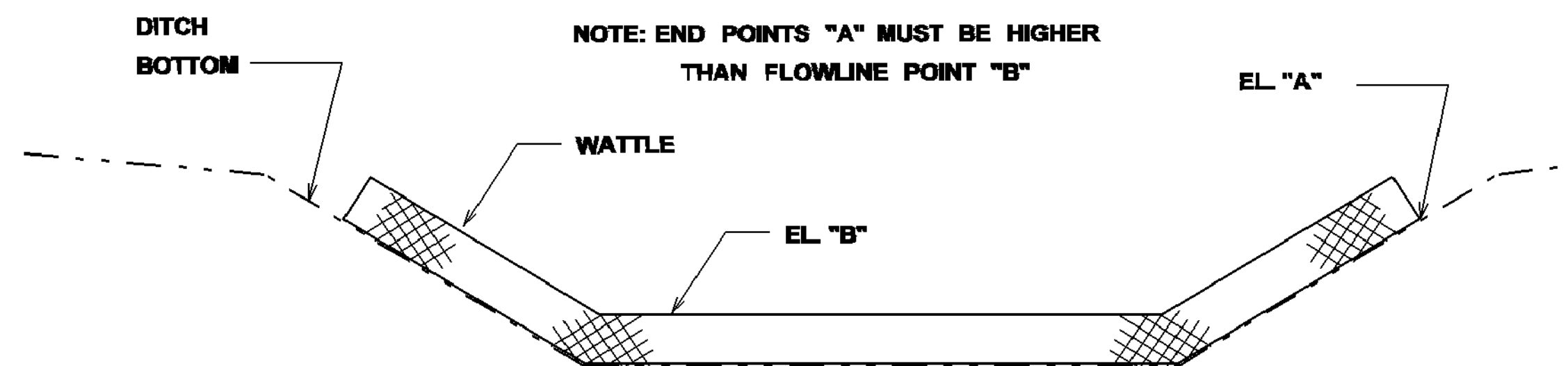
- NOTES:**
1. THE DITCH CHECK PERSPECTIVE ILLUSTRATES A TOOL BOX OF TEMPORARY PRACTICES THAT MAY BE USED. DITCH CHECKS ARE INSTALLED TO CONTROL RUNOFF VELOCITY AND THUS REDUCE EROSION AND PROVIDE FOR TRAPPING OF SEDIMENTS.
 2. SELECTION OF THE APPROPRIATE DITCH CHECK SHOULD BE A FUNCTION OF CONSTRUCTION PHASE, DRAINAGE AREA, DITCH GRADIENT, SOIL TYPE ECONOMY AND SAFETY.
 3. DITCH CHECKS CAN BE REMOVED FOR MAINTENANCE AND/OR REPLACEMENT BUT MUST REMAIN IN PLACE UNTIL UPSLOPE AREAS HAVE BEEN PERMANENTLY STABILIZED. MAINTENANCE INCLUDES REMOVAL OF SEDIMENT BEGINNING WHEN SEDIMENT ACCUMULATION REACHES 1/3 THE CAPACITY OR HEIGHT OF THE STRUCTURE AND NEVER ALLOWING FOR SEDIMENT TO ACCUMULATE MORE THAN 1/2 THE VOLUME OR HEIGHT OF THE DITCH CHECK STRUCTURE.
 4. HAY BALES ARE USED TO INTERCEPT LOW VOLUME FLOWS IN LOW TO MODERATE GRADIENT DITCHES.
 5. SILT FENCE DITCH CHECKS ARE USED WHERE IT HAS BEEN DETERMINED THAT HAY BALE CHECKS ARE INADEQUATE. SILT FENCE DITCH CHECKS ARE USED TO INTERCEPT LOW VOLUME FLOWS IN LOW TO MODERATE GRADIENT DITCHES.
 6. SAND BAG DITCH CHECKS ARE USED FOR VELOCITY REDUCTION AND MINIMAL SEDIMENT TRAPPING IN CONCRETE PAVED DITCHES OR IN DITCHES THAT HAVE ROCKY BOTTOMS.
 7. WATTLE DITCH CHECKS ARE APPROPRIATE FOR VELOCITY REDUCTION AND CONTROL OF SEDIMENT TRANSPORT UNDER LOW TO MEDIUM FLOW CONDITIONS.

8. SILT DIKES CAN BE USED IN DITCHES WITH CONCENTRATED FLOWS WITHIN THE CLEAR ZONE WHERE RIPRAP CAN NOT BE USED AS CONSTRUCTION PROGRESSES.
9. ROCK DITCH CHECK WITH SUMP EXCAVATION CAN BE PLACED IN DITCHES TO ASSURE ON-SITE SEDIMENT TRAPPING REQUIREMENTS ARE MET. DITCH CHECK WITH SUMP EXCAVATION IS USED WHEN DITCHES RECEIVE DRAINAGE FROM CUT OR FILL SLOPES OR OTHER CRITICAL AREAS WHERE SOIL EROSION IS EXPECTED. DRAINAGE AREA FOR A TEMPORARY SEDIMENT TRAP SHALL NOT EXCEED 3 ACRES. THEY CAN BE USED IN SERIES TO INCREASE ON-SITE SEDIMENT TRAPPING EFFICIENCY.
10. IN GENERAL, DITCH CHECKS SHOULD NOT BE PLACED IN LIVE STREAMS.
11. CONFIGURATION AND SPACING MAY BE ADJUSTED IF APPROVED BY THE ENGINEER TO ACCOMMODATE TRAVELWAY SAFETY, WATER FLOW, OR SOIL AND INSTALLATION CHALLENGES.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION	
DITCH CHECK STRUCTURES, TYPICAL APPLICATIONS AND DETAILS	
DATE	FILENAME: EROSION CONTROL/ECD-4.DGN
DESIGN TEAM	CHECKED DATE
WORKING NUMBER ECD-4	
SHEET NUMBER 18	



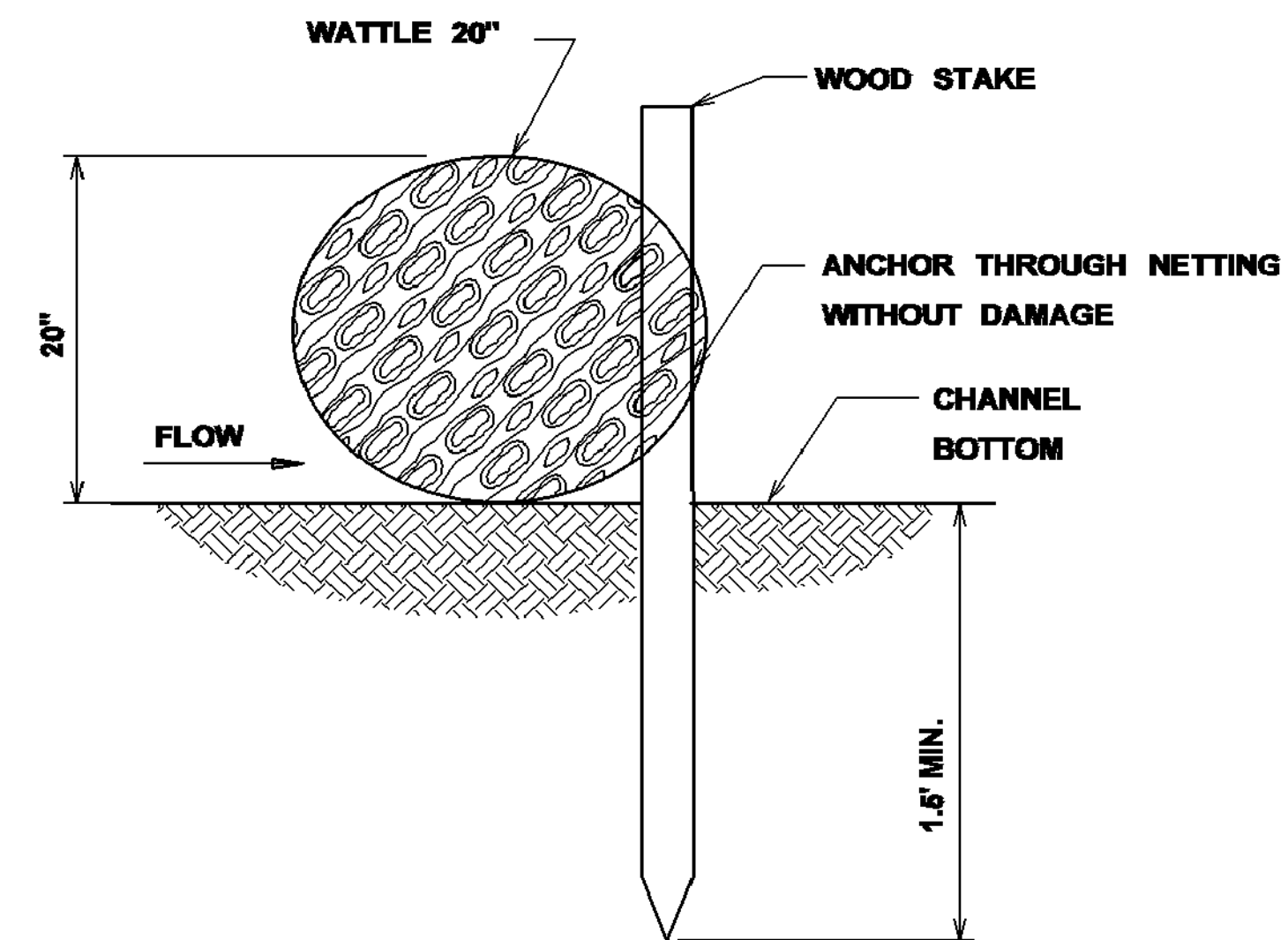
DETAIL (DITCH CHECK)



ELEVATION DETAIL

WATTLE DITCH CHECK SELECTION GUIDELINES

WATTLE DITCH CHECKS ARE APPROPRIATE FOR VELOCITY REDUCTION AND CONTROL OF SEDIMENT TRANSPORT UNDER LOW TO MEDIUM FLOW CONDITIONS.

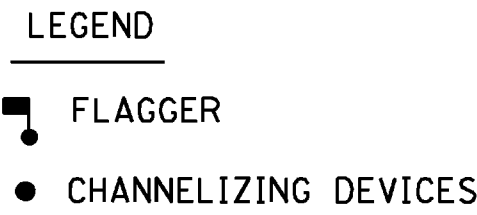


SECTION A-A

NOTES:

1. MINIMUM RECOMMENDED PLACEMENT INTERVAL BETWEEN WATTLE DITCH CHECK IS 100' UNLESS SHOWN OTHERWISE ON THE PLANS OR EROSION CONTROL PLAN APPROVED BY THE ENGINEER. SEE SPACING GUIDANCE ON ECD-4
2. ANCHORING WOOD STAKES SHALL BE SIZED, SPACED, DRIVEN, AND BE OF A MATERIAL THAT EFFECTIVELY SECURES THE CHECK. STAKE SPACING SHALL BE A MAXIMUM OF THREE FEET. ALL NON-DEGRADABLE MATERIALS SHALL BE REMOVED WHEN NO LONGER NEEDED.
3. TRENCHING OF WATTLES MAY BE NECESSARY IF PIPING BECOMES EVIDENT.
4. WATTLES SHOULD NOT BE USED IN HARD BOTTOM CHANNELS.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION	
DETAILS OF EROSION CONTROL	
WATTLE DITCH CHECK	
WORKING NUMBER	ECD-6
DATE	FILENAME: EROSION CONTROL/ECD-6.DGN
DESIGN TEAM	CHECKED
DATE	DATE
SHEET NUMBER	19



1. THE LOCATION OF CHANNELIZING DEVICES AND THE WORK AREA LAYOUT SHALL BE BASED ON THE CRITERIA IN THE FOLLOWING TABLE:

2. ALL CHANNELIZING DEVICES SHALL BE A MINIMUM OF 24" IN HEIGHT.
3. ALL TRAFFIC CONTROL ITEMS SHOWN ON THIS SHEET WILL NOT BE MEASURED FOR SEPARATE PAYMENT. THIS WORK IS TO BE INCLUDED IN THE PRICE BID FOR MAINTENANCE OF TRAFFIC.
4. DIAMOND SHAPED TRAFFIC CONTROL SIGNS SHALL BE A MINIMUM OF 48" x 48".
5. WHEN THERE IS NO EXISTING HAZARD OR AT THE END OF THE WORK DAY, ALL SIGNS SHALL BE COVERED OR REMOVED AND ALL CHANNELIZING DEVICES SHALL BE MOVED TO THE SHOULDER EDGE.
6. WHERE THE WORK ZONE IS STATIONARY, THE W20-7 (500 FT.) SIGN OR THE W20-7A SIGN TOGETHER WITH THE W20-7 (500 FT.) SUPPLEMENTAL PLATE SHOULD BE USED TO INDICATE THE DISTANCE TO THE FLAGGER.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ROADWAY DESIGN DIVISION
STANDARD PLAN

TRAFFIC CONTROL PLAN WITH FLAGGER (ONE-LANE CLOSURE OF TWO-WAY TRAFFIC)



WORKING NUMBER
TCP-1

ISSUE DATE: OCTOBER 1, 1998

SHEET NUMBER
6250

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

**COMPREHENSIVE WATER IMPROVEMENTS PHASE IV
MISCELLANEOUS CONNECTIONS**

FOR THE

**CITY OF HATTIESBURG
FORREST COUNTY
MISSISSIPPI**

NOVEMBER 2016



PREPARED BY:

**SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS
301 SECOND AVENUE
HATTIESBURG, MISSISSIPPI
(800) 544-1821**



SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

**COMPREHENSIVE WATER IMPROVEMENTS PHASE IV
MISCELLANEOUS CONNECTIONS**

FOR THE

**CITY OF HATTIESBURG
FORREST COUNTY
MISSISSIPPI**

NOVEMBER 2016

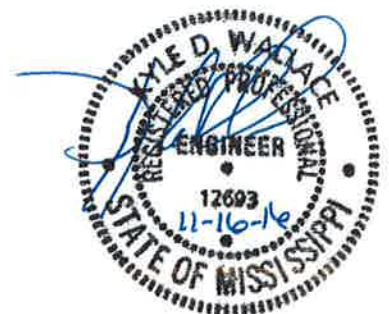


PREPARED BY:

**SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS
301 SECOND AVENUE
HATTIESBURG, MISSISSIPPI
(601) 544-1821**

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ADVERTISEMENT FOR BIDS

NOTICE is hereby given that the City Clerk of the City of Hattiesburg, Mississippi, will receive sealed bids until 10:00 a.m. on January 12, 2017 in the City Clerk's Office in the City Hall at 200 Forrest Street of said City for furnishing the City's requirements for the following:

COMPREHENSIVE WATER IMPROVEMENTS PHASE IV MISCELLANEOUS CONNECTIONS HATTIESBURG, MISSISSIPPI

Plans, Specifications and proposal forms may be obtained from Shows, Dearman & Waits, Inc., 301 Second Avenue, Hattiesburg, Mississippi, 39401, upon deposit of \$100.00, non-refundable. All bids must be accompanied by bid security equal to 5% of the amount of the bid, in the form of a certified check, cashier's check or a bid bond written by a company properly licensed in Mississippi.

Each BID must be received in a sealed envelope which is marked in the lower left-hand corner EXACTLY as follows:

BID:

COMPREHENSIVE WATER IMPROVEMENTS PHASE IV MISCELLANEOUS CONNECTIONS HATTIESBURG, MISSISSIPPI

No bid may be withdrawn for a period of sixty (60) days. The lowest and best proposal received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated and Amended, and other applicable State law; but the Council reserves the right to reject any or all proposals received and to waive informalities.

PUBLISHED by Order of the Council on the 6th day of December A.D., 2016.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Kermas Eaton, City Clerk

Publish on December 9, 2016 and December 16, 2016
City of Hattiesburg
Return PROOF to City Clerk's Office
PO Box 1898
Hattiesburg, MS 39403-1898

INFORMATION FOR BIDDERS

BIDS will be received by the CITY OF HATTIESBURG, MISSISSIPPI herein called the "OWNER", at City Hall until 10:00 a.m. on January 12, 2017, and then at said office publicly opened and read aloud.

Each BID must be submitted in sealed envelope, addressed to City of Hattiesburg. Each sealed envelope containing a BID must be plainly marked on the outside as BID for **COMPREHENSIVE WATER IMPROVEMENTS PHASE IV MISCELLANEOUS CONNECTIONS** and the envelope should bear on the outside the BIDDER'S name, address, and license number if applicable, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed addressed to the Owner at P. O. Box 1898, Hattiesburg, MS 39403

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be completed and executed when submitted. Only one copy of the BID form is required.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID Schedule by examination of the site and a review of the drawings and specifications including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

The OWNER shall provide to BIDDERS prior to BIDDING, all information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

Each BID must be accompanied by a BID BOND payable to the OWNER for five percent (5%) of the total amount of the BID. As soon as the BID prices have been compared, the OWNER will return the BONDS of all except the three lowest responsive, responsible

BIDDERS. When the Agreement is executed the BONDS of the two remaining unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDER will be retained until the PAYMENT BOND and PERFORMANCE BOND have been executed and approved, after which it will be returned. A certified check may be used in lieu of a BID BOND.

A PERFORMANCE BOND and a PAYMENT BOND, each in the amount of 100 percent (100%) of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract.

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

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

The OWNER within ten (10) days of receipt of acceptable PERFORMANCE BOND, PAYMENT BOND and Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw the signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The NOTICE TO PROCEED shall be issued within ten (10) days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period; the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

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

A conditional or qualified BID will not be accepted.

Award will be made to the lowest responsible BIDDER.

All applicable Laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID.

FURTHER, the BIDDER agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically the provisions of the equal opportunity clause set forth in the SUPPLEMENTAL GENERAL CONDITIONS.

The low BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when required to do so by the OWNER.

The ENGINEER is SHOWS, DEARMAN & WAITS, INC. The address of the ENGINEER is 301 2nd Avenue, Hattiesburg, MS 39401.

PROPOSAL FORM

I (we) agree to begin work within (10) calendar days after the issuance of Work Order, and to complete the work within 180 calendar days thereafter. The undersigned further agrees that the unit bid price quoted includes all items of work required or necessary for the accomplishment of the projected work. BIDDERS agree to perform all the work described in the CONTRACT DOCUMENTS for the following unit bid prices:

ITEM No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
Site 1 – Old Highway 42 By Pass					
	Water Pipe Items				
1.	8" Class 350 Ductile Iron Water Pipe (Open Cut)	1180	LF		
	Connection Items				
2.	Connection: Proposed 8" Water Line to Existing 8" Water Line	2	Each		
3.	8" Gate Valve	1	Each		
4.	2" Service Tap	4	Each		
	Miscellaneous Construction Items				
5.	Concrete Pavement Repair (All Depths)	85	SY		
6.	Asphalt Pavement Repair (All Depths)	100	SY		
7.	Concrete Curb & Gutter Repair (All Types)	10	LF		
8.	Temporary Erosion Control	1	LS		
9.	Grassing	1	LS		
10.	Mobilization	1	LS		
11.	Maintenance of Traffic	1	LS		
SUB TOTAL (SITE 1):					

ITEM No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
Site 2 – Old Highway 42 By Pass					
	Water Pipe Items				
1.	12" Class 350 Ductile Iron Water Pipe (Open Cut)	500	LF		
	Connection Items				
2.	Connection: Proposed 12" Water Line to Existing 12" Gate Line	2	Each		
3.	12" Gate Valve	2	Each		
	Miscellaneous Construction Items				
4.	Driveway Repair (Class 4, Group B), LVM	35	CY		
5.	Trench Repair, Select Fill (Class 9 , Group C), LVM	60	CY		
6.	Asphalt Pavement Repair (All Depths)	30	SY		
7.	Temporary Erosion Control	1	LS		
8.	Grassing	1	LS		
9.	Mobilization	1	LS		
10.	Maintenance of Traffic	1	LS		
SUB TOTAL (SITE 2):					

ITEM No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
Site 3 – Old Highway 42 By Pass					
	Water Pipe Items				
1.	12" Class 350 Ductile Iron Water Pipe (Open Cut)	240	LF		
2.	20" Steel Casing (Open Cut)	100	LF		
	Connection Items				
3.	Connection: Proposed 12" Water Line to Existing Water Line	2	Each		
4.	12" Gate Valve	2	Each		
	Miscellaneous Construction Items				
5.	Rip Rap (Size 300)	20	SY		
6.	Asphalt Pavement Repair (All Depths)	30	SY		
7.	Concrete Curb & Gutter Repair	10	LF		
8.	Temporary Erosion Control	1	LS		
9.	Grassing	1	LS		
10.	Mobilization	1	LS		
11.	Maintenance of Traffic	1	LS		
SUB TOTAL (SITE 3):					

ITEM No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
Site 4 – Walnut Street					
	Water Pipe Items				
1.	6" 200 PSI, DR 11, HDPE Water Pipe (Directional Bore) (Incl. adapter fittings)	230	LF		
	Connection Items				
2.	Connection: Proposed 6" Water Line to Existing 4" Water Line	2	Each		
3.	6" Gate Valve	2	Each		
	Miscellaneous Construction Items				
4.	Temporary Erosion Control	1	LS		
5.	Grassing	1	LS		
6.	Mobilization	1	LS		
7.	Maintenance of Traffic	1	LS		
SUB TOTAL (SITE 4):					

ITEM No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
Site 5 – Katie Avenue					
	Water Pipe Items				
1.	6" 200 PSI, DR 11, HDPE Water Pipe (Directional Bore) (Incl. adapter fittings)	230	LF		
	Connection Items				
2.	Connection: Proposed 6" Water Line to Existing 4" Water Line	2	Each		
3.	6" Gate Valve	2	Each		
	Miscellaneous Construction Items				
4.	Temporary Erosion Control	1	LS		
5.	Grassing	1	LS		
6.	Mobilization	1	LS		
7.	Maintenance of Traffic	1	LS		
SUB TOTAL (SITE 5):					

ITEM No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
Site 6 – Arledge Street					
	Water Pipe Items				
1.	8" 200 PSI, DR 11, HDPE Water Pipe (Directional Bore) (Incl. adapter fittings)	230	LF		
	Connection Items				
2.	Connection: Proposed 8" Water Line to Existing 6" Water Line	2	Each		
3.	8" Gate Valve	2	Each		
4.	2" Service Tap	1	Each		
	Miscellaneous Construction Items				
5.	Temporary Erosion Control	1	LS		
6.	Grassing	1	LS		
7.	Mobilization	1	LS		
8.	Maintenance of Traffic	1	LS		
SUB TOTAL (SITE 6):					

ITEM No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
Site 7 – Edwards Street					
	Water Pipe Items				
1.	8" 200 PSI, DR 11, HDPE Water Pipe (Directional Bore) (Incl. adapter fittings)	260	LF		
	Connection Items				
2.	Connection: Proposed 8" Water Line to Existing Water Line	2	Each		
3.	8" Gate Valve	2	Each		
	Miscellaneous Construction Items				
4.	Temporary Erosion Control	1	LS		
5.	Grassing	1	LS		
6.	Mobilization	1	LS		
7.	Maintenance of Traffic	1	LS		
SUB TOTAL (SITE 7):					
PROJECT TOTAL SITE No. 1 - 7:					

The undersigned certifies that the bid prices contained herein have been carefully checked and is submitted as correct and final.

If within thirty (30) days of the scheduled closing time for receipt of bids, this Proposal is accepted, the undersigned will execute a formal contract within ten (10) days after official notification thereof, will deliver a surety bond for the faithful performance of this contract, and will complete the work within the time specified from the date of execution of the contract.

Respectfully Submitted,

Name of Firm or Bidder

By: _____

Address

City, State

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we, the under signed,
_____Principal, and _____as Surety, are hereby
held and firmly bound unto _____as Owner in the penal sum of 5%
(Five Percent) for payment of which, well and truly to be made, we hereby jointly and
severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 20_____.

The Condition of the above obligation is such that whereas the Principal has submitted to
a certain BID, attached hereto and hereby made a part hereof to enter into a contract in
writing, for the following project:

COMPREHENSIVE WATER IMPROVEMENTS PHASE IV MISCELLANEOUS CONNECTIONS HATTIESBURG, MISSISSIPPI

NOW, THEREFORE,

(a) If said BID shall be rejected, or

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

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

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

_____(L.S.)
PRINCIPAL

SURETY

BY: _____

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

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 20____ by and between _____ hereinafter called the CONTRACTOR, **CITY OF HATTIESBURG** hereinafter called the OWNER, Witnesseth that the Contractor and the OWNER, for the consideration hereafter named and agrees as follows.

ARTICLE 1: SCOPE OF WORK

The Contractor agrees to furnish all tools, labor, equipment, materials, and supplies required to be furnished, and perform all work required under and in accordance with the plans entitled:

COMPREHENSIVE WATER IMPROVEMENTS PHASE IV MISCELLANEOUS CONNECTIONS

which are on file at the office of the OWNER, and the Specifications, Proposals, General and Special Conditions, attached hereto and made a part hereof as fully as though copied herein, under the direct supervision and to the entire satisfaction of the OWNER and in accordance with the Laws of the State of Mississippi.

ARTICLE 2: THE CONTRACT SUM

It is further agreed and understood by and between the parties hereunto that the OWNER agrees to pay and the Contractor agrees to accept full and final compensation for all work done under this agreement, the lump sum amount adjusted for variation of quantities at the unit prices named in the Proposal, which is hereto attached, such payment to be made in lawful money of the United States, at the time and in the manner hereinafter set forth.

ARTICLE 3: TIME OF COMPLETION

The Contractor agrees, for the consideration above expressed, to begin and complete the work within the time specified in the Proposal. If the Contractor fails to complete the work in the time specified, he shall pay the OWNER as **LIQUIDATED DAMAGES**, ascertained and agreed, and not in the nature of a penalty, the sum of **\$ 350.00** for each day delayed, which shall be deducted from the final amount to be paid under the contract; provided that the extension of time with the waiver of liquidation damages may be granted as provided for in the Specifications.

ARTICLE 4: PROGRESS PAYMENTS

The owner agrees to make progress payments during the construction as provided herein

as follows:

The ENGINEER will on or before the tenth (10th) day of each month make an estimate of the value of the work done, based on contract prices.

The OWNER agrees to pay the CONTRACTOR 100% of the value of the work done each month, less five percent (5%) RETAINAGE until final acceptance of the work has been made).

ARTICLE 5: ACCEPTANCE AND FINAL PAYMENT

Upon receipt of written notice that the work is ready for final acceptance and inspection, the Engineer shall promptly make such inspection, and when he finds the work acceptable under the contract, and the contract fully performed, he shall promptly issue a final certificate, over his own signature, stating that the work provided for in this Contract has been completed and is accepted by him under the terms and conditions thereof. Then, the entire balance shall be due the Contractor within thirty (30) days the date of said final acceptance.

Before issuance of final certificate, the Contractor shall submit evidence satisfactory to the ENGINEER that all payrolls, materials, bills, and other indebtedness connected with the work have been paid.

The making and acceptance of the final payment shall constitute a waiver of all claims by the OWNER, other than those arising from unsettled liens, from faulty work or materials appearing within one (1) year after payment, or claims previously made and still unsettled.

If, after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor, and the Engineer, so certifies, the OWNER shall, upon certificate of the Engineer and without terminating the Contract, make payment of the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

ARTICLE 6: THE PERFORMANCE BOND

The Contractor agrees to furnish a bond, with an approved surety thereon guaranteeing the performance of this contract, in no less than one hundred percent (100%) of the amount of the Contract. Said Bond shall be conditioned on full and complete performance of the Contract, and for the payment of all labor and materials for a period of one (1) year after completion. The Surety on said Bond shall be a surety company of financial resources satisfactory to the OWNER and authorized to do business in the State of Mississippi.

ARTICLE 7: INSURANCE

The Contractor agrees to also carry Public Liability Insurance, Property Damage Insurance, and Workman's Compensation Insurance in amounts as required by the Specifications.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

OWNERS:

SEAL

City of Hattiesburg

BY _____

Title _____ ATTEST _____

CONTRACTOR:

SEAL

BY _____

Title _____ ATTEST _____

PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: THAT WE, the Undersigned (hereinafter called the Principal), a corporation, partnership or individual duly unauthorized by law to do business as a construction contractor in the State of Mississippi, and _____ of (herein called the Surety), a corporation duly authorized to do a surety business under the laws of the State of Mississippi, are held and firmly bound unto City of Hattiesburg, (hereinafter called the Obligee), a Municipality existing under the laws of the State of Mississippi, in the penal sum of Dollars (_____) lawful money of the United States, for the payment of which well and truly to be made, the said Principal and the said Surety do hereby bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, by these presents, as follows:

The Condition of this obligation is such that; whereas Principal by an instrument In writing attached here-to and bearing date of _____ has agreed with said Obligee to do all work necessary and to furnish labor, materials, tools, supplies and services to construct **COMPREHENSIVE WATER IMPROVEMENTS PHASE IV MISCELLANEOUS CONNECTIONS** as shown on Plans and specified thereby in the Specifications, Proposal and other Contract Documents hereto attached.

NOW THEREFORE, if said Principal shall well and truly in good, sufficient and workmanlike manner, and to the satisfaction of Obligee perform and complete the work required, and shall defend, indemnify and save harmless said Obligee against all damages, claims, demands, expense and charge of every kind (including claims of patent infringement) arising out of injury or damage to persons or property by reason or arising from any act, omission or neglect of said Principal, his agent, servants or employees with relation to said work; and shall pay all cost, charges, rentals and expenses for labor, material, supplies and equipment and deliver the said improvement to Obligee completed and ready for occupancy or operation, and free from all liens, encumbrances or claims for labor, material or otherwise; and shall pay all other expenses lawfully chargeable to Obligee by reason of any default or neglect of the said Principal in the relation of said agreement and said work, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said surety for value received hereby stipulates and agrees that no charge, extension of time, alteration or addition to the terms of the Contract, or the work to be performed hereunder, or the Specifications accompanying the same, shall in any way affect its obligation on this bond and does hereby waive notice of any change, extension of time, alteration or addition to the terms of the Contract, or to the work, or to the Specifications.

PROVIDED FURTHER, that if Principal, his or its subcontractor or subcontractors fail to duly pay for any labor, materials, team hire, sustenance provisions or any other supplies or materials used or consumed by such Principal or his, their or its subcontractors in performance of the work contracted to be done, the Surety will pay the same in any amount not exceeding the sum specified in the bond, together with interest as provided by law.

IN WITNESS THEREOF: Said Principal and surety have hereunto set their hands and seals at _____ this _____ day of _____, 20__.

(SEAL)

WITNESSES:

PRINCIPAL

ADDRESS

Name of person executing for Principal

TITLE

SURETY

ADDRESS

WITNESSES:

Name of person executing for Surety

TITLE

NOTICE OF AWARD

TO: _____

Project: COMPREHENSIVE WATER IMPROVEMENTS PHASE IV MISCELLANEOUS CONNECTIONS

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated _____, 20____, and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$_____.

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

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

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 20____.

CITY OF HATTIESBURG
OWNER

BY: _____

TITLE: Mayor

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by
This the _____ day of _____, 20____.
Title:

Name: _____

NOTICE TO PROCEED

TO: _____ DATE: _____

Project: COMPREHENSIVE WATER IMPROVEMENTS PHASE IV MISCELLANEOUS CONNECTIONS

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 20__ on or before _____, 20__, and you are to complete the WORK within 180 consecutive CALENDER DAYS thereafter. The date of completion of all WORK is therefore _____, 20__.

CITY OF HATTIESBURG
OWNER

BY: _____

TITLE: _____ Mayor

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by

_____ This the ____ day of _____, 20__.

Title:

Name: _____

GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents, the following terms shall have the meaning indicated which shall be applicable to both the singular and plural thereof.

ACCEPTANCE: By the OWNER of the Work as being fully complete in accordance with the Contract Documents.

AGREEMENT: The written agreement between the OWNER and the CONTRACTOR covering the Work to be performed: the Contract Documents are attached to and made a part of the Agreement. Also designated as the Contract.

ADDENDA: Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Contract Documents, Drawings and Specifications, by addition, deletions, clarifications or corrections.

APPLICATION FOR PAYMENT: The form furnished by the ENGINEER which is to be used by the CONTRACTOR in requesting progress payments and an affidavit of the CONTRACTOR that progress payments theretofore received from the OWNER on account of the WORK have been applied by the CONTRACTOR to discharge in full all of the CONTRACTOR'S obligations stated in prior Applications for Payment.

APPROVAL: Accept as satisfactory.

BID: The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

BIDDER: Any person, firm or corporation submitting a Bid for the Work.

BONDS: Bid, performance and payment bonds and other instruments of security furnished by the CONTRACTOR and his surety in accordance with the Contract Documents and in accordance with the law of the place of the project.

CHANGE ORDER: A written order to the CONTRACTOR signed by the OWNER authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Agreement.

CONTRACT DOCUMENTS: The Agreement, Addenda, Instruction's to Bidders, CONTRACTOR'S BID, the Bonds, the Notice of Award, these General Conditions, the Supplementary conditions, Special Conditions, Technical Conditions, the Specifications, Drawings and Modifications, and Notice to Proceed.

CONTRACT PRICE: The total moneys payable to the CONTRACTOR under the Contract Documents.

CONTRACT TIME: The number of calendar days stated in the Agreement for the completion of the Work.

CONTRACTING OFFICER: The owner (Grantee) - The individual who is authorized to sign the contract documents on behalf of the owner's governing body.

CONTRACTOR: The person, firm or corporation with whom the OWNER has executed the Agreement.

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

DRAWINGS: The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by the ENGINEER and are referred to in the Contract Documents.

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

FIELD ORDER: A written order issued by the ENGINEER which clarifies or interprets the Contract Documents in accordance with Paragraph 9.3 or orders minor changes in the Work in accordance with paragraph 10.2.

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

NOTICE OF AWARD: The written notice by OWNER to the apparent successful Bidder stating that upon compliance with the conditions precedent to be fulfilled by him within the time specified, OWNER will execute and deliver the Agreement to him.

NOTICE TO PROCEED: A written notice given by OWNER to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform his obligations under the Contract Documents.

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

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

CONSTRUCTION OBSERVER

RESIDENT INSPECTOR

CONSTRUCTION INSPECTOR

PROJECT REPRESENTATIVE: An authorized representative of the ENGINEER assigned to observe the Work performed and materials furnished by the CONTRACTOR or such other person as may be appointed by the OWNER as his representative. The CONTRACTOR shall be notified in writing of the identity of this representative.

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

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

SPECIFICATIONS: Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work.

SUBCONTRACTOR: An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.

SUBSTANTIAL COMPLETION: The stage in construction when a project can be utilized for the purposes for which it was intended. At substantial completion, minor items and items that are seasonally restricted need not be completed, but the items that affect operational integrity and function of the facility must be capable of continuous use.

SUPPLEMENTARY GENERAL CONDITIONS: Federal Conditions in effect at time of submission of Bid.

SUPPLIER: Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

SPECIAL CONDITIONS: When included as a part of the Contract Documents, Special Conditions refer only to the Work under this Contract.

SURETY: The corporate body which is bound with the CONTRACTOR and which engages to be responsible for the CONTRACTOR and his acceptable performance of the Work.

WORK: Any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by CONTRACTOR under the Contract Documents, including all labor, materials, equipment and other incidentals, and the furnishing thereof.

WRITTEN NOTICE: The term "Notice" as used herein shall mean and include all written notices, demands, instructions, claims, approvals, and disapprovals required to obtain compliance with Contract requirements. Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or to an authorized representative of such individual, firm or corporation, or if delivered at or sent by registered mail to the last business address known to him who gives the notice. Unless otherwise stated in writing, any notice to or demand upon the OWNER under this Contract shall be delivered to the OWNER through the ENGINEER.

ARTICLE 2 - PRELIMINARY MATTERS:

AWARD:

2.1 The award of the Contract, if it is awarded, will be to the lowest responsible, responsive Bidder. No Notice of Award will be given until the OWNER has concluded such investigations as he deems necessary to establish the responsibility, qualifications, and financial ability of the Bidders to do the Work in accordance with the Contract Documents to the satisfaction of the OWNER within the time prescribed. The OWNER reserves the right to reject the BID of any Bidder who does not pass such investigation to the OWNER'S satisfaction. In analyzing Bids, the OWNER may take into consideration alternates and unit prices, if requested by the Bid Form. If the Contract is awarded, the OWNER will issue the NOTICE of AWARD and give the successful Bidder a contract for execution within sixty (60) days after the opening of Bids.

EXECUTION OF AGREEMENT:

2.2 At least three counterparts of the Agreement and such other Contract Documents will be executed and delivered by CONTRACTOR to the OWNER within 10 working days or 15 calendar days of receipt from the OWNER.

FORFEITURE OF BID SECURITY:

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

CONTRACTOR'S PRE-START REPRESENTATIONS:

2.4 CONTRACTOR represents that he has familiarized himself with, and assumes full responsibility for having familiarized himself with, the nature and extent of the Contract Documents, Work, Locality, and local conditions and will obey all federal, state, and local laws, ordinances, rules and regulations that may in any manner affect performance of the Work, and represents that he has correlated his study and observations with the requirements of the Contract Documents. CONTRACTOR also represents that he has studied all surveys and investigation reports of subsurface and latent physical conditions referred to in the Specifications and made such additional surveys and investigations as he deems necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents and that he has correlated the results of all such data with the requirements of the Contract Documents.

COMMENCEMENT OF CONTRACT TIME:

2.5 The Contract Time will commence to run no less than the 15 days after receipt by the CONTRACTOR of the Notice to Proceed.

STARTING THE PROJECT:

2.6 CONTRACTOR shall start to perform his obligations under the Contract Documents on the date when the Contract Time commences to run. No Work shall be done at the site prior to the date on which the Contract Time commences to run, except with the written consent of the OWNER.

BEFORE STARTING CONSTRUCTION:

2.7 Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. He shall at once report in writing to ENGINEER any conflict, error or discrepancy which he may discover; however, he shall not be liable to OWNER or ENGINEER for his failure to discover any conflict, error or discrepancy in the Drawings or Specifications.

SCHEDULE OF COMPLETION:

2.8 Within ten (10) days after delivery of the Notice to Proceed by OWNER to CONTRACTOR, CONTRACTOR shall submit to ENGINEER an estimated progress schedule with earnings indicating the starting and completion dates of the various stages of the Work, and a preliminary schedule of Shop Drawing submissions. See paragraphs 6.22 through 6.26. The ENGINEER shall review and return this schedule or require revisions thereto within 14 days of its submittal. If there is more than one CONTRACTOR involved in a project, the responsibility for coordinating the Work of all CONTRACTORS

shall be as provided in the Special Conditions.

2.9 Within twenty (20) days after delivery of the executed agreement by OWNER to CONTRACTOR, but before starting the Work at the site, a preconstruction conference will be held to review the above schedules, to establish procedures for handling shop drawings and other submissions and for processing Applications for Payment, and to establish a working understanding between the parties as to the project. Present at the conference will be the OWNER or his representative, ENGINEER, Resident Project Representatives, CONTRACTOR and his Superintendent.

QUALIFICATION OF SUBCONTRACTORS MATERIALMEN AND SUPPLIERS:

2.10 Within ten (10) working days after bid opening, the CONTRACTOR will (if required) submit to the OWNER and the ENGINEER for acceptance a list of the names of Subcontractors and such other persons and organizations (including those who are to furnish principal items of material or equipment) proposed for those portions of the Work as to which the identity of the Subcontractors and other person and organizations must be submitted as specified in the Contract Documents. Within thirty (30) working days after receiving the list, the ENGINEER will notify the CONTRACTOR in writing if either the OWNER or the ENGINEER, after due investigation, has reasonable objection to any Subcontractor, person or organization on such list. The failure of the OWNER or the ENGINEER to make objection to any Subcontractor, person or organization on the list within thirty days of receipt shall constitute an acceptance of such Subcontractor, person or organization. Acceptance of any such Subcontractor, person or organization shall not constitute a waiver of any right of the OWNER or the ENGINEER to reject defective Work, material or equipment, or Work, material or equipment not in conformance with the requirements of the Contract Documents.

ARTICLE 3 - CORRELATION, INTERPRETATION AND INTENT OF CONTRACT DOCUMENTS:

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

3.2 The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, he shall call it to the ENGINEER'S attention in writing at once and before proceeding with the Work affected thereby; however, he shall not be liable to OWNER or ENGINEER for his failure to discover any conflict, error or discrepancy in the Specifications or Drawings. The various Contract Documents shall be given precedence, in case of conflict, error or discrepancy, as follows: Agreement Modifications, Addenda, Special Conditions, and Instruction's to Bidders, General Conditions, Technical Specifications and

Drawings.

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

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

3.5 The Work of all trades under this Contract shall be coordinated by the CONTRACTOR in such a manner as to obtain the best workmanship possible for the entire Project, and all components of Work shall be installed or erected in accordance with the best practices of the particular trade.

3.6 Manufacturer's literature, when referenced, shall be dated and numbered and is intended to establish the minimum requirements acceptable. Whenever reference is given to codes or standard specifications or other data published by regulating agencies or accepted organizations, including but not limited to National Electrical Code, applicable State Building Code, Federal Specifications, ASTM Specifications, various institute specifications, and the like, it shall be understood that such reference is to the latest edition including addenda in effect on the date of Bid.

3.7 Brand names where used in the Technical Specifications, are intended to denote the standard of quality required for the particular material or product. The use of a brand name item is to set a standard of quality and is not intended to restrict the Contractor from offering an equal item from other source(s) of supply. The term "equal" or "equivalent" when used in connection with brand names, shall be interpreted to mean a material or product that is similar and equal in type, quality, size, capacity, composition, finish, color and other applicable characteristics to the material or product specified by trade name, and that is for the same use and capable of performing the same function, in the opinion of the ENGINEER, as the material or product so specified. Proposed equivalent items must be approved by ENGINEER before they are purchased or incorporated in the Work.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE CONDITIONS; REFERENCE POINTS:

Availability of Lands

4.1 The OWNER will furnish, as indicated in Contract Documents the lands upon which the Work is to be done, rights-of-way for access thereto, and such other lands which are designated for use of the CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the OWNER, unless otherwise specified in the Contract Documents. Other access to such lands or rights-of-way for the CONTRACTOR'S convenience shall be the responsibility of the CONTRACTOR. The CONTRACTOR will provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

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

Subsurface Conditions:

4.3 The CONTRACTOR acknowledges that he has investigated prior to bidding and satisfied himself as to the conditions affecting the Work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, tides, water tables or similar physical conditions at the site, the conformation and conditions of the grounds, the character of equipment and facilities needed preliminary to and during prosecution of the Work. The CONTRACTOR further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done on behalf of the OWNER on the site or any contiguous site, as well as from information presented by the Drawings and Specifications made a part of this Contract, or any other information made available to him prior to receipt of Bids. Any failure by the CONTRACTOR to acquaint himself with the available information will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the Work. The OWNER assumes no responsibility for any conclusions or interpretations made by the CONTRACTOR on the basis of the information made available by the OWNER.

Differing Site Conditions

4.4 (a) The CONTRACTOR shall promptly, and before such conditions are disturbed, notify the OWNER in writing of: (1) subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or (2) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract. The

OWNER shall promptly investigate the conditions, and if he finds that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the contract modified in writing accordingly.

(b) No claim of the CONTRACTOR under this clause shall be allowed unless the CONTRACTOR has given the notice required in (a) above.

(c) No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

ARTICLE 5 - BONDS AND INSURANCE:

Performance and Payment Bonds:

5.1 The contractor's attention is directed to the Information for Bidders.

Contractor's Liability Insurance:

5.2 The CONTRACTOR shall provide the OWNER with insurance certificates certifying that all required insurance is in force; and such insurance certificates shall include provisions that the insurance shall not be canceled, allowed to expire or be materially changed without giving the OWNER advance notice by registered mail.

5.3 The CONTRACTOR agrees that if any part of the Work under the contract is sublet, he will require the Subcontractor(s) to carry insurance as required, and that he will require the Subcontractor(s) to furnish to him insurance certificates similar to those required by the OWNER in 5.1 above.

5.4 The CONTRACTOR agrees to add ENGINEER to insurance policy as additional insured.

Owner's Liability Insurance

5.4 The OWNER will be responsible for purchasing and maintaining his own liability insurance and, at his option, may purchase and maintain such insurance as will protect him against claims which may arise from operations under the Contract Documents.

Fire and Extended Coverage Insurance (Builders' Risk):

5.5 The CONTRACTOR shall maintain, as applicable, in an Insurance Company or Insurance Companies acceptable to the OWNER, Fire, Extended Coverage and Vandalism & Malicious Mischief Insurance on buildings and structures, while in the course of construction, including foundations, additions, attachments and all permanent fixtures belonging to and

constituting a part of said buildings or structures. The policy or policies shall also cover machinery, if the cost of machinery is included in the Contract. The amount of insurance should at all times be at least equal to the actual cash value of the insured property. The policy shall be in the name of the OWNER and the CONTRACTOR, as their interests may appear, and shall also cover the interests of all Subcontractors performing work.

5.6 The CONTRACTOR shall provide the OWNER with satisfactory evidence certifying that the foregoing insurance is in force; and such evidence shall include provisions that the insurance shall not be canceled, allowed to expire or be materially changed without giving the OWNER advance notice by registered mail.

Cancellation and Re-Insurance:

5.7 If any insurance should be canceled or changed by the insurance company or should any insurance expire during the period of this Contract, the CONTRACTOR shall be responsible for securing other acceptable insurance to provide the coverage specified in this section to maintain continuous coverage during the life of this Contract.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES:

Supervision and Superintendence:

6.1 The CONTRACTOR will supervise and direct the Work. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The CONTRACTOR will employ and maintain on the Work a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the Work. (Copies of written communications given to the Superintendent shall be mailed to the Contractor's home or office.)

Labor, Materials and Equipment:

6.2 The CONTRACTOR will provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. He will at all times maintain good discipline and order at the site.

6.3 The CONTRACTOR will furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, local telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the Work.

6.4 All materials and equipment will be new, except as otherwise provided in the Contract

Documents. When special makes or grades of material which are normally packaged by the supplier or manufacturer are specified or approved, such materials shall be delivered to the site in their original packages or container with seals unbroken and labels intact.

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

Materials, Equipment, Products and Substitutions:

6.6 Materials, equipment and products incorporated in the Work must be approved for use before being purchased by the CONTRACTOR. The CONTRACTOR shall submit to the ENGINEER a list of proposed materials, equipment or products, together with such samples as may be necessary for him to determine their acceptability and obtain his approval, within ninety (90) calendar days after award of Contract. No request for payment for "or equal" equipment will be approved until this list has been received and approved by the ENGINEER.

6.6.1 Whenever a material, article or piece of equipment is identified on the drawings or Specifications by reference to brand names or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand names or catalog number, and if, in the opinion of the ENGINEER, such material, article, or piece of equipment is of equal substance and function to that specified, the ENGINEER may approve its substitution and use by the CONTRACTOR. Incidental charges or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the Contract Price, or Contract Time.

6.6.2 No substitute shall be ordered or installed without the written approval of the ENGINEER who shall be the judge of equality.

6.6.3 Delay caused by obtaining approvals for substitute materials will not be considered justifiable grounds for an extension of construction time.

6.6.4 Should any work or materials, equipment or products not conform to requirements of the Drawings and Specifications or become damaged during the process of the Work, such Work or materials shall be removed and replaced, together with any work disarranged by such alterations, at any time before completion and acceptance of the Project. All such work shall be done at the expense of the CONTRACTOR. (See paragraph 7.10)

6.6.5 No materials or supplies for the Work shall be purchased by the CONTRACTOR or by

any Subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the Seller. The CONTRACTOR warrants that he has good title to all materials and supplies used by him in the Work.

Concerning Subcontractors:

6.7 The CONTRACTOR will not employ any Subcontractor, other person or organization of the types referred to in paragraph 2.10 (whether initially or as a substitute) against whom the OWNER or the ENGINEER may have reasonable objection, nor will the CONTRACTOR be required to employ any Subcontractor against whom he has reasonable objection. The CONTRACTOR will not make any substitution for any Subcontractor who has been accepted by the OWNER and the ENGINEER, unless the ENGINEER determines that there is good cause for doing so.

6.8 The CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between OWNER or ENGINEER and any Subcontractor or other person or organization having a direct contract with CONTRACTOR, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any Subcontractor or other person or organization, except as may otherwise be required by law. OWNER or ENGINEER may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR on account of specific Work done in accordance with the schedule of values.

6.9 The divisions and sections of the Specifications and the identifications of any drawings shall not control the CONTRACTOR in dividing the work among Subcontractors or delineating the Work to be performed by any specific trade.

6.10 The CONTRACTOR agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the OWNER.

6.11 All Work performed for the CONTRACTOR by a Subcontractor shall be pursuant to an appropriate agreement between the CONTRACTOR and the Subcontractor.

6.12 The CONTRACTOR shall be responsible for the coordination of the trades, Subcontractors and material men engaged upon his Work.

6.12.1 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the CONTRACTOR by the terms of these General Conditions and other Contract Documents insofar as applicable to the Work of Subcontractors, and to give the CONTRACTOR the same power as regards

terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provisions of the Contract Documents.

6.12.2 The OWNER or ENGINEER will not undertake to settle any differences between the CONTRACTOR and his Subcontractors or between Subcontractors.

6.12.3 If in the opinion of the ENGINEER, any Subcontractor on the project proves to be incompetent or otherwise unsatisfactory, he shall be replaced if and when directed in writing.

Patent Fees and Royalties:

6.13 The CONTRACTOR will pay all license fees and royalties and assume all costs incident to the use of any invention, design, process or device which is the subject of patent rights or copyrights held by others. He will indemnify and hold harmless the OWNER and ENGINEER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses, and expenses (including attorneys' fees) arising out of any infringement of such rights during or after completion of the Work, and shall defend all such claims in connection with any alleged infringement of such rights.

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

Permits:

6.15 The CONTRACTOR will secure and pay for all construction permits and licenses and will pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of his Bid. When such charges are normally made by the OWNER, there will be no charges to the CONTRACTOR. The OWNER shall assist the CONTRACTOR, when necessary, in obtaining such permits and licenses. The CONTRACTOR will also pay all public utility charges.

Laws and Regulations:

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

regulations.

Taxes:

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

Record Drawings:

6.18 The CONTRACTOR will keep one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to the Engineer and shall be delivered to him for the OWNER upon completion of the Project. It shall be used for this purpose only.

Safety and Protection:

6.19 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:

6.19.1 All employees on the work and other persons who may be affected thereby.

6.19.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site.

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

6.20 The CONTRACTOR will designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the CONTRACTOR'S superintendent unless otherwise designated in writing by the CONTRACTOR to the OWNER.

Emergencies:

6.21 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the ENGINEER or OWNER, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. He will give the ENGINEER prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall be issued covering the changes and deviations involved. If the CONTRACTOR

believes that additional work done by him in an emergency which arose from causes beyond his control entitles him to an increase in the Contract Price or an extension of the Contract Time, he may make a claim therefore as provided in Articles 11 & 12.

Shop Drawing and Samples:

6.22 After checking and verifying all field measurements, the CONTRACTOR will submit to the ENGINEER for review, in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.9) copies (or at the ENGINEER'S option, one reproducible copy) of all Shop Drawings, which shall have been checked by and stamped with the approval of the CONTRACTOR. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and the like to enable the ENGINEER to review the information as required.

6.23 The CONTRACTOR will also submit to the ENGINEER for review, with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and stamped with the approval of the CONTRACTOR, identified clearly as to material, manufacturer, any pertinent catalog numbers and the use for which intended.

6.24 At the time of each submission, the CONTRACTOR will in writing call the ENGINEER'S attention to any deviations that the Shop Drawings or sample may have from the requirements of the Contract Documents.

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

6.26 No Work requiring a Shop Drawing or sample submission shall be commenced until the submission has been reviewed by the ENGINEER. A copy of each Shop Drawing and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

6.27 The ENGINEER'S review of Shop Drawings or samples shall not relieve the

CONTRACTOR from his responsibility for any deviations from the requirements of the Contract Documents unless the CONTRACTOR has in writing called the ENGINEER'S attention to such deviation at the time of submission and the ENGINEER has given written approval to the specific deviation, nor shall any review by the ENGINEER relieve the CONTRACTOR from responsibility for errors or omission in the Shop Drawings.

Cleaning Up:

6.28 The CONTRACTOR shall clean up behind the Work as much as is reasonably possible as the Work progresses. Upon completion of the Work, and before acceptance of and final payment for the Project by the owner, the CONTRACTOR shall remove all his surplus and discarded materials excavated material and rubbish from the roadways, sidewalks, parking areas, lawns and all adjacent property; shall clean his portion of Work involved in any building under this Contract, so that no further cleaning by the OWNER is necessary prior to his occupancy; shall restore all property, both public and private, which has been disturbed or damaged during the prosecution of the Work; and shall leave the whole in a neat and presentable condition.

6.29 Clean-up operations shall consistently be carried on by the CONTRACTOR at all times to keep the premises free from accumulation of waste materials and rubbish. Upon completion of the Work he shall remove all rubbish, tools, scaffolding, surplus materials, etc., and shall leave his work "broom clean", or its equivalent, unless more exactly specified elsewhere in the Contract. The General CONTRACTOR shall do the following special cleaning for all trades upon completion of the Work.

6.30 General. In case of dispute, the OWNER may remove the rubbish and charge the cost to the several contractors as the ENGINEER shall determine to be just.

Public Convenience and Safety:

6.31 The CONTRACTOR shall, at all times, conduct the Work in such a manner as to insure the least practicable obstruction to public travel. The convenience of the general public and of the residents along and adjacent to the area of the Work shall be provided for in a satisfactory manner, consistent with the operation and local conditions. "Street Closed" signs shall be placed immediately adjacent to the Work, in a conspicuous position at such locations as traffic demands. At any time that streets are required to be closed, the CONTRACTOR shall notify law enforcement agencies, fire departments, and parties operating emergency vehicles before the street is closed and again as soon as it is opened. Access to fire hydrants and other fire extinguishing equipment shall be provided and maintained at all times.

Sanitary Provisions:

6.32 The General CONTRACTOR shall furnish necessary toilet conveniences, secluded from

public observation, for use of all personnel on the Work, whether or not in his employ. They shall be kept in a clean and sanitary condition and shall comply with the requirements and regulations of the Public Authorities having jurisdiction. He shall commit no public nuisance. Temporary sanitary facilities shall be removed upon completion of the Work and the premises shall be left clean.

Indemnification:

6.33 The CONTRACTOR will indemnify and hold harmless the OWNER and the ENGINEER and their agents and employees from and against all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than Work itself) including the loss of use resulting wherefrom and (b) is caused in whole or in part by any negligent act or omission of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

6.34 In any and all claims against the OWNER or the ENGINEER or any of their agents or employees, by any employee of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.33 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

6.35 The obligations of the CONTRACTOR under paragraph 6.33 shall not extend to the liability of the Engineer's negligent acts, errors or omissions or those of his employees or agents.

Responsibility for Connecting to Existing Work:

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

Work in Street, Highway and Other Rights-of-Way:

6.37 Excavation, grading, fill, storm drainage, paving and any other construction or installations in rights-of-way of streets, highways, public carrier lines, utility lines (either aerial, surface or subsurface), etc., shall be done in accordance with requirements of the special conditions. The OWNER will be responsible for obtaining all permits necessary for the work. Upon completion of the Work, CONTRACTOR shall present to ENGINEER certificates, in triplicate, from the proper authorities stating that the Work has been done in

accordance with their requirements.

6.37.1 The OWNER will cooperate with the CONTRACTOR in obtaining action from any utilities or public authorities involved in the above requirements.

6.37.2 The ENGINEER shall be responsible for obtaining elevations of curbs and gutters, pavement, storm drainage structures, and other such items which must be established by governmental departments as soon as grading operations are begun on the site and, in any case, sufficiently early in the construction period to prevent any adverse effect on the Project.

Cooperation with Governmental Departments, Public Utilities, Etc:

6.38 The OWNER shall be responsible for making all necessary arrangements with governmental departments, public utilities, public carriers, service companies and corporations owning or controlling roadways, railways, water, sewer, gas, electrical, telephone, and telegraph facilities such as pavements, tracks, piping, wires, cables, conduits, poles, guys, etc., including incidental structure connected therewith, that are encountered in the work in order that such items may be properly shored, supported and protected, or the CONTRACTOR may relocate them if he so desires. The CONTRACTOR shall give all proper notices, shall comply with requirements of such parties in the performance of his Work, shall permit entrance of such parties on the Project in order that they may perform their necessary work, and shall pay all charges and fees made by such parties for this work.

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

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

Use of Premises:

6.39 CONTRACTOR shall confine his apparatus, storage of materials, and operations of his workmen to limits indicated by law, ordinances, permits, and directions of ENGINEER and OWNER, and shall not unnecessarily encumber any part of site.

6.39.1 CONTRACTOR shall not overload or permit any part of any structure to be loaded with such weight as will endanger its safety, nor shall he subject any part of the Work to

stresses or pressures that will endanger it.

6.39.2 CONTRACTOR shall enforce OWNER'S instructions in connection with signs, advertisements, fires and smoking.

6.39.3 CONTRACTOR shall arrange and cooperate with OWNER in routing and parking of automobiles of his employees, subcontractors and other personnel and in routing material delivery trucks and other vehicles to the Project Site.

Protection of Existing Property Improvements:

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

Temporary Heat:

6.41 The General CONTRACTOR shall provide heat, fuel and services as necessary to protect all work and materials, within all habitable areas of permanent building construction, for all contracts against injury from dampness and cold until final acceptance of all work and materials for the Project, unless building is fully occupied by the OWNER prior to such acceptance, in which case the OWNER shall assume all expenses of heating from date of full occupancy. In areas outside those covered above, each prime contractor shall be responsible for providing such temporary heat, fuel and services as required to protect his work or shall make all necessary arrangements with the General CONTRACTOR for providing such temporary heat, fuel and services. Unless otherwise specifically permitted by Special Conditions, the permanent heating system shall not be used to provide temporary heat. CONTRACTOR'S proposed methods of heating shall be submitted for approval.

ARTICLE 7 - WORK BY OTHERS:

7.1 The OWNER may perform additional work related to the Project by himself, or he may let other direct contracts therefore which shall contain General Conditions similar to these. The CONTRACTOR will afford the other contractors who are parties to such direct contracts (or the OWNER, if he is performing the additional work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate his Work with theirs.

7.2 If any part of the CONTRACTOR'S work depends for proper execution or results upon the work of any such other CONTRACTOR (or the OWNER), the CONTRACTOR will

promptly report to the ENGINEER in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results.

7.3 The CONTRACTOR will do all cutting, fitting, and patching of his Work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. The CONTRACTOR will not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the ENGINEER and of the other contractors whose work will be affected.

7.4 If the performance of additional work by other contractors or the OWNER is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional work. If the CONTRACTOR believes that the performance of such additional work by the OWNER or others involves him in additional expense or entitles him to an extension of the Contract Time, he may make a claim therefore as provide in Articles 11 and 12.

7.5 Where practicable, the General CONTRACTOR shall build around the work of other separate contractors or shall leave chases, slots and holes as required to receive and to conceal within the general construction work the work of such other separate contractors as directed by them. Where such chases, slots, etc., are impracticable, the work shall require specific approval of the ENGINEER.

7.6 Necessary chases, slots and holes not built or left by the General CONTRACTOR shall be cut by the separate contractor requiring such alterations after approval of the General CONTRACTOR. The General CONTRACTOR shall do all patching and finishing of his Work where cut by other contractors at the expense of such other contractors.

7.7 Cooperation is required in the use of site facilities and in the detailed execution of the Work. Each CONTRACTOR shall coordinate his operations with those of the other contractors for the best interest of the Work in order to prevent delay in the execution thereof.

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

7.9 Each CONTRACTOR shall give notices of the progress of his work so as to allow other contractors adequate opportunity to properly direct and coordinate their work. The General Contractor shall give notices of the progress of his Work so that work of other contractors, when required to be concealed, may be placed before the general construction Work. All such notices shall be submitted to the ENGINEER with copies to other prime contractors on

the Project sufficiently ahead of job progress to permit adequate time for the other prime contractors to coordinate their work.

7.10 The cost of extra work resulting from lack of notices, untimely notices, failure to respond to notices, defective work or lack of coordination shall be borne by the CONTRACTOR responsible for such lack of notices, etc.

ARTICLE 8 - OWNER'S RESPONSIBILITIES:

8.1 The OWNER will issue all communications to the CONTRACTOR through the ENGINEER.

8.2 In case of termination of the employment of the ENGINEER, the OWNER will appoint an engineer against whom the CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER. Any dispute in connection with such appointment shall be subject to arbitration, if mutually agreeable.

8.3 The OWNER will furnish the data required of him under the Contract Documents promptly and shall make payments to the CONTRACTOR promptly after they are due as provided in Article 14.

8.4 OWNER'S duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1, 4.4 and the Special Conditions. Paragraphs 4.2 and 4.3 refer to OWNER'S identifying and making available to CONTRACTOR copies of surveys and investigation reports of subsurface and latent physical conditions at the site or otherwise affecting performance of the Work which have been relied upon by ENGINEER in preparing the Drawings and Specifications.

8.5 The OWNER'S responsibilities in respect of liability and property insurance are set forth in paragraph 5.4.

8.6 In addition to his rights to request changes in the Work in accordance with Article 10, the OWNER (especially in certain instances as provided in paragraph 10.4) will be obligated to execute Change Orders.

8.7 In connection with the OWNER'S right to stop Work or suspend Work; see paragraph 15.1. Paragraph 15.3 deals with the OWNER'S right to terminate services of the CONTRACTOR under certain circumstances.

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

the Work, the CONTRACTOR shall be entitled to such extra compensation or extension of time or both, except by prior agreement, as the ENGINEER may determine. See paragraph 14.11.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION:

Owner's Representative:

9.1 The ENGINEER shall be the OWNER'S representative during the construction period. The duties and responsibilities and the limitations of authority of the ENGINEER as the OWNER'S representative during construction are set forth in Articles 1 through 17 of these General Conditions and shall not be extended without written consent of the OWNER and the ENGINEER.

9.1.1 The ENGINEER'S decision, in matters relating to aesthetics shall be final, if within the terms of the Contract Documents.

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

Visits to Site:

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

Clarifications and Interpretations:

9.3 The ENGINEER will issue with reasonable promptness such written clarification or interpretations of the Contract Documents (in the form of Drawings or otherwise) as he may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If the Contractor believes that a written clarification and interpretation entitles him to an increase in the Contract Price or extension of Contract Time, he may make a claim therefore as provided in Articles 11 and 12.

Measurement of Quantities:

9.4 All Work completed under the Contract will be measured by the ENGINEER according to the United States Standard Measures. All linear surface measurements will be made horizontally or vertically as required by the item measured.

Rejecting Defective Work:

9.5 The ENGINEER will have authority to disapprove or reject Work which is "defective" (which term is hereinafter used to describe Work that is unsatisfactory, faulty or defective, or does not meet the requirements of any inspection, test or approval or has been damaged prior to final acceptance). He will also have authority to require special inspection or testing of the Work whether or not the Work is fabricated, installed or completed.

Shop Drawings, Change Orders and Payments:

9.6 In connection with the ENGINEER'S responsibility as to Shop Drawings and samples, see paragraphs 6.22 through 6.27, inclusive.

9.7 In connection with the ENGINEER'S responsibility for Change Orders; see Articles 10, 11, and 12.

9.8 In connection with the ENGINEER'S responsibilities in respect of Application for Payment, etc., see Article 14.

Resident Project Representative:

9.9 The OWNER or the ENGINEER will provide on-site representation sufficient to guarantee that construction is in general compliance with the construction drawings and the contract specifications.

Decisions on Disagreements:

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

9.11 Either the OWNER or the CONTRACTOR, if the other agrees, may request legal action with respect to any such claim, dispute or other matter that has been referred to the

ENGINEER, except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.11, such legal action to be in accordance with Article 16. However, no request for legal action of any such claim, dispute or other matter shall be made until the earlier of (a) the date on which the ENGINEER has rendered his decision or (b) the tenth day after the parties have presented their evidence to the ENGINEER if he has not rendered his written decision before that date. No request for legal action shall be made later than thirty (30) days after the date on which the ENGINEER rendered his written decision in respect of the claim, dispute or other matter as to which legal action is sought; and the failure to request legal action within said thirty (30) days period shall result in the ENGINEER'S decision being final and binding upon the OWNER and the CONTRACTOR. If the ENGINEER renders a decision after legal proceedings have been initiated, such decision may be entered as evidence but shall not supersede the legal proceedings, except where the decision is acceptable to the parties concerned.

Limitations on Engineer's Responsibilities:

9.12 Neither the ENGINEER'S authority to act under this Article 9 nor any decision made by him in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the ENGINEER to the CONTRACTOR, any Subcontractor, any of their agents or employees or any other person performing any of the Work.

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

9.14 The ENGINEER will not be responsible for the acts or omissions of the CONTRACTOR, or any Subcontractors, or any of his or their agents or employees, or any other person performing any of the Work.

ARTICLE 10 - CHANGES IN THE WORK:

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

10.2 The ENGINEER may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the CONTRACTOR believes that any minor

change or alteration authorized by the ENGINEER entitles him to an increase in the Contract Price or extension of Contract Time, he may make a claim therefore as provided in Articles 11 and 12.

10.3 Additional Work performed by the CONTRACTOR without authorization of a Change Order will not entitle him to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in paragraph 6.21 and except as provided in paragraph 10.2.

10.4 The OWNER will execute appropriate Change Orders prepared by the ENGINEER covering changes in the Work to be performed as provided in paragraph 4.4, and Work performed in an emergency as provided in paragraph 6.21 and any other claim of the CONTRACTOR for a change in the Contract Time or the Contract Price which is approved by the ENGINEER.

10.5 It is the CONTRACTOR'S responsibility to notify his surety of any changes affecting the general scope of the Work or change in the Contract Price and the amount of the applicable bonds shall be adjusted accordingly. The CONTRACTOR will furnish proof of such adjustment to the OWNER.

ARTICLE 11 - CHANGE OF CONTRACT PRICE:

11.1 The Contract Price constitutes the total compensation payable to the CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the CONTRACTOR shall be at his expense without changing the Contract Price.

11.2 (a) The OWNER may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make any change in the Work within the general scope of the contract, including but not limited to changes:

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;
- (3) In the Owner-furnished facilities, equipment, materials, services, or site; or
- (4) Directing acceleration in the performance of the work.

(b) Any other written order or an oral order (which terms as used in this paragraph (b) shall include direction, instruction, interpretation or determination) from the OWNER, which causes any such change, shall be treated as a change order under this clause, provided that the CONTRACTOR gives the OWNER written notice stating the date, circumstances, and source of the order and that the CONTRACTOR regards the order as a change order.

(c) Except as herein provided, no order, statement, or conduct of the OWNER shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment hereunder.

(d) If any change under this clause causes an increase or decrease in the CONTRACTOR'S cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any order, an equitable adjustment shall be made and the contract modified in writing accordingly: PROVIDED, HOWEVER, that except for claims based on defective specifications, no claim for any change under (b) above shall be allowed for any costs incurred more than 20 days before the CONTRACTOR gives written notice as therein required. And provided further, that in the case of defective specifications for which the OWNER is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the CONTRACTOR in attempting to comply with such defective specifications.

(e) If the CONTRACTOR intends to assert a claim for an equitable adjustment under this clause, he must, within 30 days after receipt of a written change order under (a) above or the furnishing of a written notice under (b) above, submit to the OWNER a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the OWNER. The statement of claim hereunder may be included in the notice under (b) above.

(f) No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

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

11.3.1 Where the Work involved is covered by unit prices contained in the Contract

Documents by application of unit prices to the quantities of the items involved. Should the Work (by quantity) be increased or decreased by 15 per cent from that stipulated in the Contract Documents, the OWNER and the CONTRACTOR may request adjustment of the unit prices by negotiation. If negotiation fails to reach agreement, then either party may request arbitration for the volume in excess of the 15 per cent differential.

11.3.2 By negotiated lump sum.

11.3.3 The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work plus a fixed amount to be agreed upon to cover the cost of general overhead and profit to be negotiated.

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

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

11.4.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturer's field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

11.4.3 Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to him and shall deliver such Bids to OWNER who will then determine with the advice of ENGINEER, which Bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of Work plus a Fee, the cost of the Work shall be determined in accordance with paragraphs 11.4 and 11.5.

11.4.4 Costs of special consultants (including but not limited to, engineers, architects, testing laboratories, surveyors, lawyers and accountants) employed for services specifically related to the Work.

11.4.5 Supplemental costs including the following:

11.4.5.1 The proportion of necessary transportation, travelling and subsistence expenses of CONTRACTOR'S employees incurred in discharge of duties connected with the Work.

11.4.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

11.4.5.3 Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or other in accordance with rental agreements approved by

OWNER with the advice of ENGINEER, and the cost of transportation, loading, unloading, installation, dismantling and removal thereof--all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall end when the use thereof is no longer necessary for the Work.

11.4.5.4 Sales, use or similar taxes related to the Work, and for which CONTRACTOR is liable imposed by any governmental authority.

11.4.5.5 Deposits lost for causes other than CONTRACTOR'S negligence, royalty payments and fees for permits and licenses. Costs for permits and licenses must be shown as a separate item.

11.4.5.6 Losses, damages and expenses, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the execution of, and to, the Work, provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of Work for the purpose of determining CONTRACTOR'S fee. If however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, he shall be paid for his services a fee proportionate to that stated in paragraph 11.6.2.

11.4.5.7 The cost of utilities, fuel and sanitary facilities at the site.

11.4.5.8 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

11.4.5.9 Cost of premiums for additional Bonds and Insurance required because of changes in the Work.

11.5 The term cost of the Work shall not include any of the following:

11.5.1 Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals, (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the schedule referred to in subparagraph 11.4.1 -- all of which are to be considered administrative costs covered by the CONTRACTOR'S Fee.

11.5.2 Expenses of CONTRACTOR'S principal and branch offices other than his office at the site.

11.5.3 Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S

capital employed for the Work and charges against CONTRACTOR'S for delinquent payments.

11.5.4 Cost of premiums for all bonds and for all insurance policies whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except as otherwise provide in subparagraph 11.4.5.9.)

11.5.5 Costs due to the negligence of CONTRACTOR, any Subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.5.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

11.6 The CONTRACTOR'S Fee which shall be allowed to CONTRACTOR for his overhead and profit shall be determined as follows;

11.6.1 A mutually acceptable firm fixed price; or if none can be agreed upon,

11.6.2 A mutually acceptable fixed fee based on the estimate of the various portions of the Cost of the Work.

11.7 The amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in cost will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the net shall be computed to include overhead and profit, identified separately, for both additions and credits.

11.8 Whenever the cost of any Work is to be determined pursuant to paragraphs 11.4 and 11.5, CONTRACTOR will submit in form prescribed by ENGINEER an itemized cost breakdown together with supporting data.

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

11.9.1 These allowances shall cover the cost to the CONTRACTOR less any applicable trade

discount, of the materials and equipment required by the allowance delivered at the site, and all applicable taxes.

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

11.9.3 Whenever the cost, as described in 11.9.1 above, is more than or less than the allowance, the Contract Price shall be adjusted accordingly by Change Order. The amount of the Change Order will recognize changes, if any, in handling costs on the site, labor, installation costs, overhead, profit and other expenses, except that whenever unit price allowances are stipulated for brick, the Change Order will not include any cost as described in 11.5 above.

ARTICLE 12 - CHANGE OF THE CONTRACT TIME:

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

12.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if he makes a claim therefore as provided in paragraph 12.1. Such delays shall include, but not be restricted to, acts or neglect by any separate contractor employed by OWNER, fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

12.3 All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of the Article 12 shall not exclude recovery for damages (including compensation for additional professional services) for delay by either parties.

12.4 No claim for delay shall be allowed because of failure to furnish Drawings until two weeks after demand for such drawings and not then unless such claim be reasonable.

12.5 This article does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

ARTICLE 13 - GUARANTY:

13.1 The CONTRACTOR shall guarantee all materials and equipment furnished and Work

performed for a period of one (1) year from the date of SUBSTANTIAL COMPLETION. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of SUBSTANTIAL COMPLETION of the system that the completed system is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs or adjustments, in the Work that may be made necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.

ARTICLE 14 - PAYMENTS AND COMPLETION:

Payments to Contractors:

14.1 At least ten (10) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER. The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the OWNER, or return the partial payment estimate to the CONTRACTOR indicating in writing his reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, within thirty (30) days of presentation to him of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate. The OWNER may retain a portion of the amount otherwise due the CONTRACTOR. Except as State law otherwise provides, the amount the OWNER retains shall be limited to the following:

14.1.1 Withholding of not more than 10 percent of the payment claimed until work is 50 percent complete;

14.1.2 When Work is 50 percent complete, reduction of the withholding to 5 percent of the dollar value of all Work satisfactorily completed to date, provided that the CONTRACTOR is making satisfactory progress and there is no specific cause for greater withholding;

14.1.3 When the Work is substantially complete (operational or beneficial occupancy), the withheld amount shall be further reduced below 5 percent to only that amount necessary to assure completion.

14.1.4 The OWNER may reinstate up to 10 percent withholding if the OWNER determines, at its discretion, that the CONTRACTOR is not making satisfactory progress or there is other specific cause for such withholding.

Contractor's Warranty of Title:

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

Approval of Payments:

14.3 The ENGINEER'S approval of any payment requested in an Application for Payment shall constitute a representation by him to the OWNER, based on the ENGINEER'S on-site observations of the Work in progress as an experienced and qualified design professional and on his review of the Application of Payment and the supporting data, that the Work has progressed to the point indicated; That, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in his approval), and that the CONTRACTOR is entitled to payment of the amount approved. However, by approving any such payment, the ENGINEER shall not thereby be deemed to have represented that he made exhaustive or continuous on-site observations to check the quality or the quantity of the Work, or that he has reviewed the means, methods, techniques, sequences, and procedures of construction or that he has made any examination to ascertain how or for what purpose the CONTRACTOR has used the moneys paid or to be paid to him on account of the Contract Price, or that title to any Work, materials, or equipment has passed to the OWNER free and clear of any Liens.

14.4 The CONTRACTOR shall make the following certification on each request for payment:

"I hereby certify that the labor and materials listed on this request for payment has been used in the construction of this work or that all materials included in this request for payment and not yet incorporated into the construction are now on the site or stored at an approved location; and payment received from the last request for payment has been used to make payments to all first tier subcontractors and suppliers except as listed below."

14.5 The ENGINEER'S approval of final payment shall constitute an additional

representation by him to the OWNER that the conditions precedent to the CONTRACTOR'S being entitled to final payment as set forth in paragraph 14.11 have been fulfilled.

14.6 The ENGINEER may refuse to approve the whole or any part of any payment if, in his opinion, he is unable to make such representations to the OWNER. He may also refuse to approve any such payment, because of subsequently discovered evidence or the results of subsequent inspections or tests nullify any such payment previously approved, to such extent as may be necessary in his opinion to protect the OWNER from loss because:

14.6.1 The Work is defective, or completed Work has been damaged requiring correction or replacement,

14.6.2 The Work for which payment is request cannot be verified,

14.6.3 Claims or Liens have been filed or there is reasonable evidence indicating the probable filing thereof,

14.6.4 The Contract Price has been reduced because of Modifications,

14.6.5 The OWNER has been required to correct defective Work or complete the Work in accordance with paragraph 13.1,

14.6.6. Of unsatisfactory prosecution of the Work, including failure to clean up as required by paragraphs 6.29 and 6.30,

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

14.6.8. Of liquidated damages payable by the CONTRACTOR or,

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

14.7 Prior to Substantial Completion, the OWNER, with the approval of the ENGINEER and with the concurrence of the CONTRACTOR, may use any completed or substantially completed portions of the Work. Such use shall not constitute and acceptance of such portions of the Work.

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

14.9 Upon completion and acceptance of the Work, the ENGINEER shall issue a certificate attached to the final payment request that the Work has been accepted by him under the conditions of the Contract Documents. The entire balance found to be due the CONTRACTOR, including the retained percentages, but except such sums as may be lawfully retained by the OWNER, shall be paid to the CONTRACTOR within thirty (30) days of completion and acceptance of the Work.

14.10 The CONTRACTOR will indemnify and save the OWNER or the OWNER'S agents harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the Work. The CONTRACTOR shall, at the OWNER'S request, furnish satisfactory evidence that all obligations of nature designated above have been paid, discharged, or waived. If the CONTRACTOR fails to do so the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment made under the Contract Documents by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.

Acceptance of Final Payment as Release:

14.11 The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims and liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this Work and for every act and neglect of the OWNER and others relating to or arising out of this Work. Any payment however, final or otherwise, shall not release the CONTRACTOR or his sureties from any obligations under the Contract Documents or the Performance Bond and Payment Bonds.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION:

Owner May Suspend Work:

15.1 The OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to the CONTRACTOR and the ENGINEER which shall fix the date on which Work shall be resumed. The CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if he makes a claim therefore

as provided in Articles 11 and 12.

Work During Inclement Weather:

15.2 No Work shall be done under these Specifications except by permission of the OWNER when the weather is unfit for good and careful work to be performed. Should the severity of the weather continue, the CONTRACTOR, upon the direction of the OWNER, shall suspend all work until instructed to resume operations by the OWNER and the Contract Time shall be extended to cover the duration of the order. Work damaged during periods of suspension due to inclement weather shall be repaired and/or replaced by the CONTRACTOR. Any compensation for repairs or replacements shall be subject to approval of the OWNER.

Owner May Terminate:

15.3 If the CONTRACTOR is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of his property; or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or he disregards laws, ordinances, rules regulations or orders of any public body having jurisdiction, or if he disregards the authority of the ENGINEER, or if he otherwise violates any provision of the Contract Documents, then the OWNER may without prejudice to any other right or remedy and after giving the CONTRACTOR and his surety seven days written notice, terminate the services of the CONTRACTOR and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR, and finish the Work by whatever method he may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR or the Surety will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a Change Order.

15.4 Where the CONTRACTOR'S services have been so terminated by the OWNER, said terminations shall not affect any rights of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys by the OWNER due the CONTRACTOR will not release the CONTRACTOR from liability.

15.5 Upon seven days written notice to the CONTRACTOR and the ENGINEER, the OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Agreement. In such case, the CONTRACTOR shall be paid for all Work executed and any expense sustained plus a reasonable profit.

Removal of Equipment:

15.6 In the case of termination of this Contract before completion, for any cause whatever, the CONTRACTOR if notified to do so by the OWNER, shall promptly remove any part or all of his equipment and supplies from the property of the OWNER. Should the CONTRACTOR not remove such equipment and supplies, the OWNER shall have the right to remove them at the expense of the CONTRACTOR. Equipment and supplies shall not be construed to include such items for which the CONTRACTOR has been paid in whole or in part.

Contractor May Stop Work or Terminate:

15.7 If, through no act or fault of the CONTRACTOR, the Work is suspended for a period of more than ninety (90) days by the OWNER or under an order of court or other public authority, or the ENGINEER fails to act on any Application for Payment within thirty (30) days after it is submitted, or the OWNER fails to pay the CONTRACTOR any sum approved by the ENGINEER or awarded by court ruling within thirty (30) days of its approval and presentation, then the CONTRACTOR may, upon seven (7) days written notice to the OWNER and the ENGINEER, terminate the Agreement and recover from the OWNER payment for all Work executed and any expense sustained plus a reasonable profit. In addition and in lieu of terminating the Agreement, if the ENGINEER has failed to act on an Application for Payment or the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon seven (7) days notice to the OWNER and the ENGINEER stop the Work until he has been paid all amounts then due.

Owner Furnished Equipment:

15.8 In case the OWNER furnishes equipment to the CONTRACTOR to install, but fails to deliver it to the CONTRACTOR as required and in case such failure causes the CONTRACTOR additional expense or need for extension of time, the CONTRACTOR may make such claims upon the OWNER and obtain adjustments as provided herein.

Liquidated Damages:

15.9 If the CONTRACTOR shall fail to complete the work within the contract time, or extension of time granted by the OWNER, then the CONTRACTOR will pay to the OWNER the amount for liquidated damages as specified in the Contract Documents for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the Contract Documents.

ARTICLE 16 - DISPUTE SETTLEMENT:

16.1 All claims, disputes and other matters in question arising out of, or relating to, this

Agreement or the breach thereof except for claims which have been waived by the making or acceptance of final payment as provided by paragraph 14.11, shall be decided in a court of competent jurisdiction. This agreement so to arbitrate shall be specifically enforceable under the prevailing arbitration law. The arbitrators shall specify the amount of any award rendered is designated or each specific bid item. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof.

ARTICLE 17 - MISCELLANEOUS:

17.1 Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to him who gives the notice.

17.2 If the OWNER fails to make payment thirty (30) days after approval by the ENGINEER, in addition to other remedies available to the CONTRACTOR, there shall be added to each such progress payment, interest at 1% per month commencing on the first day after said payment is due and continuing until the payment is received by the CONTRACTOR.

17.3 All Specifications, Drawings and copies thereof furnished by the ENGINEER shall remain his property. They shall not be used on another Project, and, with the exception of those sets which have been signed in connection with the execution of the Agreement, shall be returned to him on request upon completion of the Project.

17.4 The duties and obligations imposed by these General Conditions, and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.36 and 14.3 and the rights and remedies available to OWNER and ENGINEER there under, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available by law, by special guarantee or by other provisions of the CONTRACT DOCUMENTS.

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

17.6 The CONTRACT DOCUMENTS shall be governed by the law of the place of the Project.

Progress Charts and Requirements for Overtime Work

17.7 The CONTRACTOR shall within 5 days or within such time as determined by the OWNER after date of commencement of work prepare and submit to the OWNER for

approval a practicable schedule, showing the order in which the CONTRACTOR proposes to carry on the work, the date on which he will start the several salient features (including procurement of materials, plans and equipment) and the contemplated dates for completing the same. The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion at any time. The CONTRACTOR shall enter on the chart the actual progress at such intervals as directed by the OWNER and shall immediately deliver to the OWNER three (3) copies thereof. If the CONTRACTOR fails to submit a progress schedule within the time herein prescribed, the owner may withhold approval of progress payment estimates until such time as the CONTRACTOR submits the required progress schedule.

If, in the opinion of the OWNER, the CONTRACTOR falls behind the progress schedule, the CONTRACTOR shall take such steps as may be necessary to improve his progress and the OWNER may require him to increase the number of shifts, or overtime operations, days of work, or the amount of construction plant, or update the progress schedule to reflect increased production for meeting the completion date, or all of them, and to submit for approval such supplementary schedule or schedules in chart form as may be deemed necessary to demonstrate the manner in which the agreed rate of progress will be regained, all without additional cost to the OWNER.

Failure of the CONTRACTOR to comply with the requirements of the OWNER under this provision shall be grounds for determination by the OWNER that the CONTRACTOR is not prosecuting the work with such diligence as will insure completion within the time specified. Upon such determination the OWNER may terminate the CONTRACTOR'S right to proceed with the work or any separable part thereof in accordance with the clause of the contract entitled, "Termination for Default-Damages for Delay - Time Extensions.

Should the Contractor fail to complete the work within the specified time, or within any extra time allowed under these specifications, a sum of money, determined by the following schedule, shall be deducted from any funds due the Contractor, the Owner shall have the right recover the said sum or sums from the Contractor or from the surety, or from both. The amounts of these deductions are to cover the liquidated damages to the Owner incurred by additional or other expenses due to the failure of the Contractor to complete the work or any part of the work within the time specified, and such deductions are not to be considered penalties.

The damages indicated above shall be considered as liquidated damages for the loss to the Owner on account of the expense due to the employment of Engineers and their assistants and to any others expenses incurred after the expiration of the Contract time as determined by the Engineer.

MEASUREMENT AND PAYMENT

Measurement and Payment for the following bid items shall be as described and shall include all material, equipment, labor, testing, etc. to install and make operational a complete water system as detailed on the contract drawings and as specified in the contract documents.

SERVICE TAP

Payment for service tap shall include all fittings, tubing, materials, labor and equipment to provide a new water service. Item shall be paid per each.

DUCTILE IRON WATER SYSTEMS

Payment for item shall include all components as specified in the Contract Drawings and Specifications. The contract price shall be per linear foot.

HDPE WATER SYSTEMS

Payment for item shall include all components as specified in the Contract Drawings and Specifications. The contract price shall be per linear foot.

STEEL CASING

Payment for installation of bored or open cut steel casing shall include furnishing and installing all steel pipe, spacers, end caps, excavating, compaction of backfill, disposal of excess excavated material, sheeting, shoring, bracing, dewatering, testing and related items not specifically covered under other pay items. Length shall be determined by the measured distance of casing pipe installed and accepted.

CONNECTION ITEMS

Payment for connection items shall include installation of reducers, fittings, valve boxes, trenching, excavation, compaction of backfill, blocking, disposal of excess excavated material, sheeting, shoring bracing, dewatering, testing, flushing and related items not specifically covered under other pay items as depicted on the construction plans. Pay shall be determined per each.

GATE VALVES

Payment for installation of gate valves shall include furnishing valves, valve boxes, trenching, excavating, compaction of backfill, disposal of excess excavated material, sheeting, shoring, bracing, dewatering, testing, flushing and related items not specifically covered under other pay items as depicted on the construction plans. Pay shall be determined per each.

MAINTENANCE OF TRAFFIC

Payment for maintenance of traffic will be lump sum. Item shall include all materials, labor and equipment to maintain traffic based on the current MUTCD or as required by the Engineer.

CONCRETE PAVEMENT REPAIR

Payment for concrete pavement repair shall include furnishing and installing concrete pavement as specified in the plans and specifications. Item shall include forming, material, haul, placement compaction and testing necessary to meet the plans and specifications. Payment shall be per square yard.

ASPHALT PAVEMENT REPAIR

Payment for asphalt repair shall include furnishing and installing asphalt pavement as specified in the plans and specifications. Item shall include material, haul, placement compaction and testing necessary to meet the plans and specifications. Payment shall be per square yard.

CONCRETE CURB AND GUTTER

Payment for concrete curb and gutter shall include removal, grading, forming, materials, placement, compaction and testing necessary to match existing curb and gutter. Item shall be paid per linear foot.

EROSION CONTROL

Payment for erosion control shall include furnishing, installing and maintaining silt fence as required by current Mississippi Department of Environmental Quality standards. Silt fence shall be installed and maintained as directed by the Engineer to prevent erosion under or excess siltation within 24 hours of a rain event. The unit measurement shall be Lump Sum and includes any required maintenance.

GRASSING

Basis of payment shall include the vegetation schedule as noted and shall be according to the Mississippi Standard Specifications for Road and Bridge Construction, Latest Edition.

MOBILIZATION

Payment for mobilization shall enable contractor to assemble materials, equipment, etc. on site to prepare for construction. The unit measurement shall be lump sum.

Mobilization shall be paid 50 percent at 5 percent of construction complete and 100 percent at 25 percent of construction complete.

DUCTILE IRON WATER SYSTEMS

1.0 GENERAL

This item shall consist of furnishing all of the necessary materials, supervision, labor, tools, equipment and incidentals, and the installation of various types and sizes of water pipe and related items in accordance with the Contract Drawings and Specifications, as stated in the Proposal.

2.0 APPLICABLE PUBLICATIONS

The following publications form a part of these Specifications and where referred to by basic designation only, are applicable to the extent indicated. The latest editions of the publications referenced shall apply to the work.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

A 139 Electric-Fusion (Arc) welded steel pipe (sizes 4 inch and over).

A 252 Welded and Seamless steel pipe piles.

C 31 Making and Curing Concrete Compressive and Flexural Strength Test Specimens in the Field.

C 33 Concrete Aggregates

C 39 Test for Compressive Strength of Cylindrical Concrete Specimens.

D 2922 Density of Soil Aggregate in place by the clear Method (shallow depths).

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

21.10 Gray Iron and Ductile Iron Fittings, 3 inch through 48 inch for Water and other Liquids.

21.11 Rubber Gasket Joints for Cast Iron and Ductile Iron Pressure Pipe and Fittings.

21.50 Ductile Iron Pipe, Centrifugally Cast in Metal Molds or Sand-line Molds, for Water or other Liquids.

AMERICAN WATER WORKS ASSOCIATION (AWWA)

C 104 Cement-Mortar Lining for Cast Iron Pipe and Fittings for Water and Other Liquids.

C 106 Cast Iron Pipe Centrifugally Cast in Metal Molds, for water and other Liquids.

C 110 Gray Iron and Ductile Iron Fittings, 3 inch through 48 inch, for Water and Other Liquids.

C 111 Rubber Gasket Joints for Cast Iron and Ductile Iron Pressure Pipe and Fittings.

C 150 Ductile Iron Pipe, Centrifugally Cast in Metal Molds or Sand-Lined Molds, for Water or other Liquids.

AMERICAN ASSOCIATION OF STATE HIGHWAY & TRANSPORTATION OFFICIALS (AASHTO)

T-88 Particle Size Analysis of Soils.

T-89 Determining the Liquid Limit of Soils.

T-90 Determining the Plastic Limit and Plasticity Index of Soils.

T-99 Moisture Density Relations of Soils Using a 5.5 lb. Rammer and 12 inch Drop.

T-191 Density of Soil In-Place by the Sand-Cone Method.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Standard Specifications for Road and Bridge Construction 2004 Edition.

3.0 SUBMITTALS

The following submittals shall be required for the respective materials used in the work. All submittals shall be submitted through the Contractor to the Engineer.

3.1 Ductile Iron Pipe: The following submittals shall be required for ductile iron pipe systems utilized on the project. The Contractor shall furnish manufacturer's certificates certifying that the pipe and fittings conform to the requirements as Specified hereinafter under Article 4.0, Materials. In addition, the submittals shall include the following:

A. Joints: The following shall be required for ductile iron joints.

1. Drawings or Manufacturer's Catalogue data indicating dimensions and tolerance.
2. Gaskets shall be tested in accordance with the respective standards as indicated in ANSI 21.11 and results shall be included in the submittals. Test shall be for similar materials on the gaskets and be not more than one year old.
3. Mechanical Joints: Should the Contractor elect to use mechanical joints in lieu of push-on joints, manufacturer's data shall be submitted in accordance with the "Special Requirements for the Mechanical Joint" as stated in ANSI 21.11 (AWWA C 111).

B. Ductile Iron Pipe Submittal Shall Include the Results of:

1. Tension Test
2. Impact Test
3. Low Temperature Impact Test

Sampling procedure shall be as indicated in ANSI 21.51.

4.0 MATERIALS

WATER SYSTEM:

A. Ductile Iron Pipe: Ductile iron pipe shall be designed in accordance with the latest revision of ANSI/AWWA C 151/A21.51), rated working pressure of 350 psi plus a 100 psi surge allowance; a 2 to 1 safety factor on the sum of working pressure plus surge pressure in Type 3 Laying condition with a depth of cover as required per plans.

Pipe shall have standard asphaltic coating on the exterior. Pipe also shall have a cement mortar lining on the interior in accordance with the latest revision of ANSI/AWWA C104/A21.4. If corrosion protection is required, polyethylene encasement shall be installed prior to the pipes installation in accordance with ANSI/AWWA C105/A21.5-88.

All non-restrained pipe shall be furnished with push-on type joints such as "Fastite;, or equal. Joints shall be in accordance with the latest revision of ANSI/AWWA C111/A21.11 and shall be furnished complete with all necessary accessories.

Where restrained joint pipe is required, "Fast Grip", "Flex-Ring", or "Field Flex-Ring" or approved equal shall be used. The length of restrained pipe shall be as tabulated or noted on the plans.

Ductile iron fittings shall conform to the latest revisions of either ANSI/AWWA C110/A21.10 or ANSI/AWWA C153/A21.53. Fittings, linings, and coatings shall be as specified for the pipe above.

All pipe, fittings and accessories shall be installed and tested in accordance with the

latest revision of AWWA C600. Newly installed ductile iron water mains shall be disinfected in accordance with the latest revision of AWWA C651 prior to placing in service.

B. Gate Valves: Where indicated on the Plans or directed by the ENGINEER, the CONTRACTOR shall furnish and install gate valves as hereinafter specified.

All gate valves shall be cast iron mechanical joint, M.J., Mueller A-2380-20, equivalent or better.

All gate valves shall be furnished with O-ring packing and 2" square operating nut, AWWA 200lb., for cast iron water main.

Valve boxes shall be cast iron top and bottom. Extension pieces shall be provided as required.

All valves will be set at a perfect 90 degree angle from level pipe, (perpendicular) so as to be easily accessible through properly set valve box as per specifications above.

The CONTRACTOR shall furnish and install either a two-piece or three-piece, slip type, cast iron valve box over each gate valve. Valve boxes will be set over valve operating nut, centered so as to be easily accessible with a valve operating wrench or key. They will be set to correspond with the finished grade of street, lot, or easement. No dirt will be left in box; box will not rest directly on valve body.

C. Fittings, Valves and Hydrants, Etc.: All fittings, valves and valve boxes, hydrants, and other appurtenances are to be set at the points indicated on the plans, or as directed by the ENGINEER, and omission to do so shall be corrected by the CONTRACTOR without extra cost to the OWNER.

All fitting shall either be Ductile Iron Compact (ANSI/AWWA C153/A21.53) or Cast Iron (ANSI/AWWA-C110/A21-10) and shall have mechanical joint ends and mechanical joint restraints (Series 1120) and shall be incorporated in the design of the follower gland and shall include a restraining mechanism which, when actuated, imparts multiple wedging action against the pipe, increasing its resistance as the pressure increases. Flexibility of the joint shall be maintained after burial. Glands shall be manufactured of ductile iron conforming to ASTM A 536-80. Restraining devices shall be of ductile iron heat treated to a minimum hardness of 370 BHN. Dimensions of the gland shall be such that it can be used with the standardized mechanical joint bell and tee-head bolts conforming to ANSI/AWWA A21.11 and ANSI/AWWA C153/A21.53 of latest revision. Twist-off nuts shall be used to insure proper actuating of the restraining devices.

The mechanical joint restraint device shall have a working pressure of a least 250 psi with a minimum safety factor of 2:1 and shall be EBAA Iron., MEGALUG or equal.

To improve the sealing capacity, the gaskets for all mechanical joints conforming to the requirements of ANSI/AWWA C110/A21.10, C111/A21.11, or C153/A21.53 shall be of a design that causes the gasket to deflect approximately 30% during assembly of the mechanical joint. The gasket material shall conform to the requirements of ANSI/AWWA C111/A21.11, Section 1-6.4 of the latest revision. Mechanical joint gaskets shall be EBAA Iron's EBAA Seal- Improved Mechanical Joint Gasket or approved equal.

Fittings (bends, tees, plus, and caps) shall be securely braced by mechanical joint restraints, as indicated on the Plans, to prevent the possibility of blowing off under pressure. And a full length of pipe shall be installed on each end of the fitting. Then cut pieces can be installed beyond the full lengths of pipe.

D. Plugs and Caps: Where indicated on the Plans, or as directed by the ENGINEER, the CONTRACTOR shall install plugs for anticipated future extensions by placing a branch fitting (tee or cross) in the line and plugging the unused branch or branches. In general, such plugs will be located at street intersections where present plans provided lines running in only two or three directions from the intersections and where, in the opinion of the ENGINEER, a connection may be required for future extension. Where "dead end" lines are installed, the ends of such lines shall be plugged or capped as required.

For the various hot taps required according to the plans, and up to 12 inches, the JCM 432, stainless Tapping Sleeve shall be required. The CONTRACTOR shall furnish all materials for these various taps and the OWNER will actually make the tap.

E. Casing Pipe: Steel pipe utilized as casing at locations shown on the Contract Drawings shall be new round piling pipe conforming to the requirements of ASTM A 252 or A 139. Casing diameter shall be adequate to allow pushing of the specified diameter of water pipe and make proper connections at the ends. Minimum Wall Thickness for steel casing is 0.375 inch.

F. Stabilization Material: Stabilization Material shall be a pit run mixture of sand and gravel. The sand shall be hard, sharp and durable particles. All gravel shall pass a 12" sieve.

G. Wash Gravel Bedding Material: Select Granular material for pipe bedding shall be coarse concrete aggregate. The coarse concrete aggregate shall conform to the gradation sizing Number 467 specified in Table 2 of ASTM Standard Specification C-33. (See Following Table)

SIZE NO. 467

<u>Nominal Size</u> <u>(Sieves w/Square Openings)</u>	<u>Percent Passing by Weight</u>
2"	100
12"	95 - 100
3/4"	35 - 70
3/8"	10 - 30
No. 4	0 - 5

H. Select Backfill: General: The select material shall be composed of a natural or artificial mixture of sand, silt, clay or soil binder or other material of satisfactory cementing value. The sand shall be hard, sharp, and durable particles, preferably siliceous. The binder shall be a grade of clay or other material having satisfactory cementing qualities and shall be homogenous in character, free from vegetable matter, clay balls or other deleterious substances that cannot be classed as serviceable base material.

Gradation: Any coarse aggregate contained in the material shall pass the one and one-half (1-1/2), sieve and not more than thirty-five percent (35%) shall be retained in the Number 10 sieve. The plasticity index (P.I.) shall not exceed 12, nor shall the liquid limit exceed 30.

The composite selected sand-clay material passing the Number 10 sieve shall conform to the following minimum and maximum gradation limits:

<u>Sieve</u>	<u>Percent Passing by Weight</u>
Number 40	40 - 85
Number 60	30 - 70
Number 270	8 - 30
Silt (.05 to .005 mm)	3 - 15
Clay (Passing .005 mm)	3 - 15

I. Backfill: All other backfill shall consist of excavated material removed from the trench.

5.0 CONSTRUCTION:

Earthwork:

A. Site Preparation: Topsoil shall be stripped and stockpiled in accordance with Technical Specifications - Restoration of Roads, Driveways, Fences, Lawns, and other Grassed Areas and Excavation, Trenching and Backfilling.

All vegetation such as brush, heavy sod, heavy growth of grass, decayed vegetative matter, rubbish and any other unsuitable material within the area of trenching shall be stripped or otherwise removed before the trenching is started, and in no case shall such objectionable material be allowed in the trench.

Stripping operation shall be to a depth of not less than 6 inches in all cases.

B. Asphalt or Concrete Removal: Before trenching operations begin, the existing asphalt or concrete pavement shall be scored or cut to a proper depth to give a straight vertical edge when removed. The asphalt or concrete shall be disposed of offsite by the Contractor. While removing the asphalt or concrete in the trench line, never shall the adjacent asphalt be raised or pulled from its base.

C. Trenching: The Contractor shall determine all requirements for trench dimensions, alignment, and grades. The trench shall be excavated in conformance with all federal, state and local regulations for the protection of the workmen. Shoring, sheeting and/or a moveable form shall be used as required to provide earth stability during the laying operations.

The final excavation of the trench for the pipe installation shall be as indicated on the Plans. Minor variations in horizontal (within the permanent easement) or vertical alignment during construction shall be made during construction (with the Engineer's approval) to facilitate ease of installation and operation (due to potential conflicts; i.e., utility conflict) at no additional cost to the Owner except for additional piping, if any. The trench from the top of the pipe down to the bottom of the bedding shall be of a consistent width as indicated on the plans. Should the excavated width of the trench be larger than the design width, the Engineer may direct that a higher type or class of bedding be used; or other adjustments be made to increase the load carrying capacity of the pipe.

The Contractor shall not excavate more trench in advance of pipe laying than is necessary to perform the work efficiently. No more than 100 feet of open trench shall be allowed unless approved by the Engineer.

Excavated material shall be placed in a manner that will not obstruct sidewalks, driveways, or other structures. Excavated material shall not be placed so as to surcharge the walls and jeopardize trench stability.

D. Disposal: The Contractor shall satisfactorily dispose of all excess earth from excavations either in approved (by the Engineer) areas within the construction limits or away from the project in disposal sites obtained by the Contractor.

The Contractor will be permitted to mound excess earth over the trench to a maximum depth of 12 inches above the original ground surface or finished grade where the

trench is located in unimproved property. Wasting of excess excavated material will not be permitted within any road ROW. All material within the construction limits shall be placed so that natural drainage is maintained and the surface shall be graded to a smooth and uniform appearance. The disposal of waste and excess excavating materials, including hauling, handling, grading, and surfacing shall be subsidiary obligation of the contractor and no separate payment will be made. Therefore, the cost of such work shall be included in the Contract Unit Price for installation of water pipe.

E. Dewatering: The site shall be kept free of surface water at all times. The Contractor shall install drainage ditches and dikes and shall perform all pumping and other work necessary to divert or remove rainfall and other accumulations of surface water from the excavations. The diversion and removal of surface water performed in a manner that will prevent the accumulation of water behind temporary structures or at any other locations within the construction area where it may be detrimental. The Contractor shall provide, install, and operate sufficient trenches, sumps, pumps, hoses, piping, well points, deep wells, etc., necessary to depress and maintain the ground water level at least one foot below the base of the excavation during all stages of construction operations. The ground water table shall be lowered in advance of excavation and maintained a minimum of one foot below the lowest excavation subgrade made until the structure has sufficient strength and weight to withstand horizontal and vertical soil and water pressures.

Where groundwater is encountered, the Contractor shall make the effort necessary to secure a dry trench bottom before laying pipe. In sandy and in other suitable type soils, dewatering shall be done by well pointing. If, in the opinion of the Engineer, the Contractor has failed to obtain an absolutely dry trench bottom by insufficient use of all known methods of trench dewatering, the Engineer may order the Contractor to excavate below grade and place not less than 6 inches of graded crushed stone fill material over the trench bottom to form trench drains to suitably located sumps and to remove the water by bailing or pumping. The graded crushed stone fill material shall be placed at the Contractor's own expense and shall be of such depth that there shall be not water in bell holes at the time of coupling pipe. All costs of equipment, labor, and materials required for dewatering shall be included in the bid price.

F. Bedding: The Contractor shall satisfactorily shape the trench area (to specified line, grade and cross section) to receive bedding material. The bottom of the trench shall be undisturbed soil. Should the Contractor over excavate the trench without direction from the Engineer, the trench shall be brought up to grade with select backfill and compacted to at least 90% of maximum laboratory density as measured by AASHTO T 99. Such additional work and materials for over excavation without direction of the Engineer shall be at the expense of the Contractor.

Holes for the bells shall be provided at each joint in the sub-grade or in the granular fill bedding material as required. The holes shall be no larger than necessary for joint

assembly and assurance that the pipe barrel will lie flat on the material. The Contractor shall install the proper bedding for the respective type of pipe and depth of installation as shown in the details and schedules on the plans. When depths vary in a particular manhole run, the Contractor shall change bedding systems in accordance with the depth installation requirements.

1. Stabilization Materials: When the sub-grade is found to be unstable or to include ashes, refuse, organic material, or other unsuitable material, the Engineer may direct that the sub-grade be over excavated to remove such material. The depths of over excavation shall be as directed by the Engineer. Stabilization material shall be placed into the over excavated area of the trench and shall be paid for in accordance with these specifications. Stabilization shall be compacted to at least 90% of maximum laboratory density in six inch lifts.

2. Bedding Materials: As detailed in the plans, bedding material shall be placed to the specified depth below the pipe and tamped to a minimum of 90% of maximum laboratory density as determined in accordance with AASHTO T 99. Following placement of pipe, additional bedding material shall be placed and consolidated under the haunches of the pipe. Special tools shall be required to work the material into place and leave no voids beneath the pipe. The bedding material shall be tamped along the spring line (or along the top of the bedding material as indicated) of the pipe to sufficiently compact the material insofar as practical.

The Engineer may direct additional moisture be added to the bedding material to aid in the compaction effort. Mechanical tampers may be employed to aid the process. Depending on the particular bedding required, additional bedding shall be added and tamped to minimum of 90% of maximum laboratory density, with AASHTO T-99.

3. Select Backfill: Select backfill shall be placed in 6 inch lifts and tamped to a minimum laboratory density with AASHTO T-99. Overall depth of the select backfill shall be as directed by the Engineer.

4. Normal Condition Bedding: Under normal conditions the trench bottom shall be undisturbed earth shaped to the specified line, grad, and cross section with proper bell holes at each joint to insure that pipe barrel lies flat on trench bottom. The bedding material will be selected native materials excavated from the trench and placed in two lifts. The first lift being placed up to the spring line of the pipe and extending out to the trench walls and hand tamped to a minimum of 90% of maximum laboratory density. Special care shall be used in placing and tamping bedding to insure no voids under the haunches of the pipe. The second lift shall extend to approximately 6" above pipe (Material permitting) and hand tamped to 90% density.

5. Backfilling: Upon completion of placement of select material the excavated materials shall be immediately placed back into the trench. Specific requirements are:

a. Backfill requirements for road crossings, parking lots, driveways, and sidewalks shall be in accordance with Technical Specifications - RESTORATION OF ROADS, DRIVEWAYS, FENCES, LAWNS AND OTHER GRASSED AREAS AND EXCAVATION, TRENCHING AND BACKFILLING.

b. Backfill requirements for unimproved areas (pastures, wooded areas) shall consist of placement and shaping of the soil in such a manner as to allow maximum natural consolidation. No compaction of the general backfill in the unimproved areas will be required, except that caused by conventional shaping equipment.

c. No debris shall be used as backfill which has a volume in excess of one-half of one cubic foot or a weight excess of 75 pounds.

6. Sheeting Removal: Wooden sheeting or other thick sheeting or shoring members which have been driven or otherwise placed along the trench walls to an elevation below the spring line of the pipe shall be cut off at the spring line or higher and left in place.

7. Grading and Grassing: Final grading and grassing shall be in accordance with Technical Specifications - RESTORATION OF ROADS, DRIVEWAYS, FENCES, LAWNS, AND OTHER GRASSED AREAS AND EXCAVATION, TRENCHING AND BACKFILLING.

F. PIPE HANDLING AND STORAGE: Pipe shall be handled, staked, and stored in accordance with manufacturer's printed literature. The Contractor shall provide security as required to prevent damage by vandals. PVC pipe shall be shaded from sunlight for extended lengths of time. Pipe damaged during storage and handling shall be rejected.

G. PIPE LAYING: Each pipe shall be laid true to line and grade and in such manner as to form a close concentric joint with the adjoining pipe and to prevent sudden offsets of the flow line. As the work progresses, the interior of the water shall be cleared of all dirt and superfluous materials of every description. Where cleaning after laying is difficult because of small pipe size, a suitable swab or drag shall be kept in the pipe and pulled forward past each joint immediately after the jointing has been completed. Trenches shall be kept free of water and pipe shall not be laid when the condition of the trench or the weather is unsuitable for such work. At times when work is not in progress, open ends of pipe and fittings shall be securely and satisfactorily closed so that no trench water, earth, or other substance will enter the pipe or fittings. The minimum depth of water mains shall be 30 inches below finished grade to the top of the water main.

Pipe laying shall be performed in such a manner that no foreign material enters the pipe. The Engineer may require that before lowering pipe, heavy canvas bags be placed over each end, and left in place until joints are ready to be made. If water is in

the trench, the seals shall remain in place until the trench is pumped completely dry. If conditions are unsuitable, no pipe shall be laid until satisfactory laying conditions are obtained in accordance with the above specified requirements.

H. PIPE JOINTING: Piping shall be jointed in accordance with the manufacturer's printed recommendations. Gaskets shall be firmly set within the bells and grooves as required. The manufacturer's recommended lubricant or an approved equal shall be applied for slip type joints.

Ductile Iron Pipe Joint Construction: The installation and jointing of ductile iron pipe shall generally conform to the applicable provisions of AWWA Standard Specifications C-600 for pipe laying.

Where mechanical joint pipe is used, the surfaces which come in contact with the gasket shall be thoroughly brushed with a wire brush just prior to assembly. The gasket should be brushed with soapy water prior to installation to remove loose dirt and to lubricate gasket as it is forced into its retaining space. When tightening bolts, it is essential that the gland be brought up toward the pipe flange evenly. The bolts should be partially tightened; the bottom bolt first, then the top; next the bolts on either side; and last, the remaining bolts. Overstressing of bolts to compensate for poor installation will not be permitted. Bolt torque shall be in accordance with manufacturer's specifications.

All joints of whatever type shall be completely water tight after being subjected to the required tests.

I. BORINGS: Borings shall be accomplished in accordance with Mississippi State Highway Department Standards. The contractor shall provide all necessary sheeting, bracing, cribbing, supports and appurtenances to insure the proper line and grade throughout the entire length of the crossing.

1. Casing Pipe: Casing Pipe shall be installed as indicated on the Contract Drawings. Joints shall be completely welded to provide structural integrity and shall be watertight.

2. Carrier Pipe: Carrier pipe may be any of the allowed options of piping. However, the piping and joints shall be capable of withstanding the stress exerted by pushing the pipe within the casing.

3. Carrier Pipe Supports: Supports for the carrier pipe shall be as recommended by the manufacturer for such installation. Supports shall be spaced to adequately support the piping under all conditions.

4. Casing Seal: The annulus between the casing and carrier pipe shall be sealed at each end by installing WMSON Type U end seals, as manufactured by T.D. Williamson,

Inc. Tulsa, Oklahoma, or equal, in accordance with the instructions of the manufacturer of the seals.

J. Separation of Water and Sewer Mains:

1. Water mains shall be laid at least 10 feet horizontally and 18 inches vertically from any sanitary sewer or manhole. The bottom of the water line shall be a minimum of 18 inches from the top of the sewer line.

K. INCIDENTAL CONCRETE:

1. GENERAL: The following specifications shall apply to any and all items of incidental work with Portland Cement with or without reinforcement, including such items as concrete piers to support cast iron pipe above ground, erosion control bulkheads or structures, cradles and encasement, blocking and the like.

All concrete used in the construction of this project shall comply with the requirements herein specified for its particular class and kind.

2. MATERIALS: All materials used in this work shall consist of (a) Portland Cement, (b) Sand, (c) Gravel, and (d) Clean Water.

(a) The cement used shall be domestic manufacture, either "Standard" or "high Early Strength" Portland Cement, which shall meet all the requirements of the current A.S.T.M. Specifications for the type used at the time it is incorporated in the work.

(b) The fine aggregate shall consist of clean, sharp sand, well graded from coarse to fine, consisting of hard, durable particles, free from coarse to fine, consisting of hard, durable particles, free from silt, salt or organic matter. It shall meet all the requirements of the ASTM Specifications C33, Paragraph 1, 2 and 3, and ASTM C-40.

(c) The coarse aggregate used shall consist of clean washed gravel, free from particles of wood or lumps of clay. Not more than 10% shall pass the No. 4 sieve, and it shall conform with the requirements of ASTM Specifications C33, Paragraph 5 to 8 inclusive.

(d) The water used for mixing concrete shall be clear, free from oil, salt, strong acid, alkali organic matter, and shall be approved by the Engineer.

(e) Reinforcing steel shall conform to the requirements of the "Standard Specifications for Billet-Steel Concrete Reinforcing Bars" of intermediate grade (Serial Designation: A 15-39) or the Standard Specifications for Rail-Steel Concrete Reinforcement Bars (Serial Designation; A-16-35) of the American Society for Testing Materials.

3. CONSTRUCTION METHODS:

All concrete materials shall be as handled and stored that they will not become damaged after delivery at the site. The cement shall be thoroughly protected from the weather, and the sand and gravel, shall be so stored that they will not become intermixed, and so as to prevent the admixture with either of any foreign materials. Reinforcing steel shall be so stored that it will not come in contact with the ground, shall be protected from the weather, and shall be clean and free from rust when incorporated in the work.

Concrete materials shall be mixed in the proportions and in a manner that will produce concrete of the class and strength specified to its use.

Unless indicated otherwise, all concrete shall be Class A which shall have a crushing strength of not less than 3,000 pounds per square inch at 28 days, as determined by the Standard Methods for testing concrete materials.

Class B concrete, which shall have a crushing strength of not less than 2,500 pounds per square inch at 28 days, and shall be used for erosion control bulkheads and blocking pipelines at bends to prevent blowing off under pressure.

Class C concrete, which shall have a crushing strength of not less than 2,000 pounds per square inch at 28 days, shall be used for cradles and encasement and may be used for backfill below grade.

After concrete has been properly mixed, it shall be deposited in the forms in reasonably uniform layers and in such manner as to prevent segregation of the aggregates. It shall be thoroughly spaded or puddled while being placed to insure maximum density and prevent honey-combing.

No concrete shall be deposited when the air temperature is less than 40 degrees F. No material shall be deposited on a frozen sub-grade, nor shall any frozen moisture or material be incorporated into the mixture.

No concrete shall be placed in water, nor shall water be permitted to rise on it or to run over it within a period of 24 hours after it has been placed.

Unsatisfactory concrete, resulting from failure to observe the above requirements or otherwise, shall be removed and replaced as directed by the Engineer.

4. COMPENSATION:

Payment for all concrete, except as may be elsewhere herein provided, shall be included in the prices bid for the construction units with which it is placed and no separate or extra compensation will be allowed directly therefore.

6.0 TESTING

DUCTILE IRON PIPE:

A. Field Inspection: The Engineer shall perform visual inspection of the material prior to placement by the Contractor. The Engineer may make non-destructive tests to determine the soundness of the pipe. The Contractor shall assist the Engineer in handling and moving the pipe as required.

B. Material Test: Material test shall be conducted during the manufacturing process and the results shall be included as part of the submittals. No other material test shall be required.

STEEL CASING PIPE: Material test shall be included as part of the submittal. No other material test shall be required.

COMPACTION TESTS: Compaction tests shall be performed in accordance with AASHTO T 191 or ASTM D 2922. Maximum compaction shall be determined in accordance with AASHTO T 99. Compaction tests for water pipe related work shall not be less than as follows:

(Number of Compaction Tests)

	AASHTO T-99	AASHTO T-191 or ASTM D 2922
Stabilization Material	1	One per 100 CY
Bedding Material	2	One per 600 LF
Tamped Backfill	2	One per 600 LF

HYDROSTATIC TESTING:

The completed System shall be tested as herein stated. The pipe shall be filled with water and all air exhausted. Each section shall be tested under a hydrostatic pressure of 150 pounds per square inch and shall not show leakage exceeding 10 gallons per inch of diameter per mile of pipe per 24 hours when so tested. Whatever shall be measured into a container and refilled to the pre-test level. The pressure shall be maintained for 4 hours by pumping as necessary, and if the pipe has been backfilled, a 24-hour test is required.

All visible leaks at exposed joints and all leaks evident on the surface where joints are covered shall be repaired, and leakage eliminated, regardless of total leakage shown by

the tests. Lines which fail to meet tests shall be removed, if necessary, or repaired and retested until compliance with these test requirements is affected.

These tests are to be made at the Contractor's expense, and he is to provide all necessary fittings, equipment, appliances, and any other necessary items to conduct the tests in a manner satisfactory to the Engineer. All costs incidental to conducting these tests are to be included in the prices bid for the various items of construction as no separate or extra compensation is to be allowed therefore.

CLEANING AND DISINFECTION:

Before each section of work is placed in service, it shall be thoroughly flushed to remove any dirt or other foreign material from inside the lines; and the inside of the lines shall be disinfected by pumping into and through them a solution of chlorine of 50mg/l for 24 hours in such manner as to meet the requirements of the State Board of Health.

At least two (2) samples of chlorine free water, taken from each section shall be submitted to the State Board of Health for examination to determine if the system is free from organisms of the Coli-Aerogenes group. If such samples are not negative from organisms of the Coli-Aerogenes group, the system shall be disinfected and re-disinfected in a manner meeting the requirements of the State Board of Health, until the system is freed of contamination.

All water mains will be flushed, chlorinated and re-chlorinated until two (2) consecutive negative water samples are obtained by the Local Health Department or a representative of the water systems certified as an operator by the Mississippi Department of Health.

The CONTRACTOR shall be responsible for the conduct of all of the above defined activities, and any and all costs incident thereto shall be included in the prices bid for the various items of construction as no separate or extra compensation is to be allowed therefore.

EXISTING DRINKING WATER FACILITIES

The Contractor is required to keep existing drinking water facilities in operation during construction. Should the Contractor require that existing facilities be taken out of operation, a plan to provide for alternative service shall be reviewed and approved in advance by the Health Department and shall be adhered to during construction.

RESTORATION of ROADS, DRIVEWAYS, FENCES, LAWNS, and OTHER GRASSED AREAS

1) **GENERAL:** The work under this item of work shall consist of furnishing all necessary materials, labor, supervision, tools, equipment and incidentals for the restoration of roads, driveways, fences, lawns and other grassed areas so as to provide satisfactory repair to all damage caused by general construction work. It is the intent of these Specifications to restore all such features to the general conditions that existed prior to construction activity insofar as practical. It is not the intention of this Specification that trees, which must be cut and removed, be restored. The Contractor is expected to be familiar with the overall area and be satisfied as to the materials required and level of effort needed to accomplish such restoration in accordance with this Specification.

2) **APPLICABLE PUBLICATIONS:** The following publications form a part of this specification and where referred to by basic designation only, are applicable to the extent indicated. The latest editions of the publications referenced shall apply to the work:

a) **AMERICAN ASSOCIATION of STATE HIGHWAY and TRANSPORTATION OFFICIALS (AASHTO):**

i) T 99 The Moisture Density Relations of Soils Using a 5.5lb. (2.5 kg) Rammer and a 12-inch (305 mm) Drop

ii) T 167 Compressive Strength of Bituminous Mixture

iii) T 191 Density of Soil In-Place by the Sand-Cone Method

iv) T 230 Determining Degree of Pavement Compaction of Bituminous Aggregate Mixtures

b) **AMERICAN SOCIETY for TESTING and MATERIALS (ASTM)**

i) D 2922 Density of Soil and Soil Aggregate in Place by the Nuclear Method (shallow depths)

c) **MISSISSIPPI DEPARTMENT of TRANSPORTATION (MDOT)**

i) Standard Specifications for Road and Bridge Construction, 2004 Edition

ii) Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD)

3) SUBMITTALS: Mix Designs: Design mix will be provided by Contractor and approved by Engineer prior to production of asphalt.

4) MATERIALS

a) 4.1 Subbase and Base Courses: Subbase and base courses under paved areas shall be as specified in MSHD Specification, Section 300.

b) 4.2 Prime Coat: Prime coat shall consist of Grade MC-30 or Grade MS-70 in accordance with the applicable requirements of MDOT Specification Section 408.

c) Bituminous Pavement: Bituminous Pavement for roadway and parking areas, wearing and binder courses shall consist of a mix in accordance with MDOT Specifications Section 403.

d) Materials shall conform to the following subsection of MDOT, Specifications Sections 702 and 703.

i) Bituminous Materials (AC-20) 702.01

ii) Aggregate

iii) BC-1 Binder Course

iv) SC-1 for Surface Course

v) Filler 703.14

vi) Topsoil: Topsoil shall be in accordance with Technical Specifications - SEEDING and SODDING.

vii) Seeding and Sodding: Seeding and sodding operations shall be in accordance with Technical Specifications - "SEEDING and SODDING."

5) CONSTRUCTION

a) Maintenance of Traffic

i) Prior to limiting or restricting traffic on any street or road, the Contractor shall obtain permission from the City of Hattiesburg. Through or local traffic shall at all times be accommodated by the use of temporary approaches, crossings or detours (if allowed by the City of Hattiesburg). Satisfactory (to the Property Owner) ingress and egress to any public or private property shall be properly maintained. Proper barricades, signs and detour signs shall be provided by the Contractor to adequately warn motorists of obstructions ahead. Lighted (flashing) barricades shall be used at

night.

ii) Flagmen shall be provided to direct traffic around equipment and for one way movement of traffic around equipment and for one way movement of vehicles. The Contractor may have to stop construction and restore full traffic during certain rush hours.

iii) The Contractor shall at all times (unless otherwise permitted in writing by the City of Hattiesburg) maintain open one lane to traffic during construction operations and restore roadways to two-way traffic during non-construction hours.

b) Repair of Asphalt; Concrete Streets; Driveways; Parking Lots

i) Removal and Earthwork:

(1) The existing asphalt pavement shall be uniformly saw-cut on straight lines and the material shall be removed. Other methods of cutting the existing asphalt surface which will result in a uniform straightedge similar to a sawed cut may be acceptable. Upon completion of the pipe laying, select backfill shall be placed in the excavation in maximum 8-inch lifts and compacted to at least 90% of maximum laboratory density to within one foot of the top sub-grade and to 95% of maximum laboratory density in the upper one foot of the sub-grade.

(2) Maximum density of typical select backfill material shall be determined in accordance with AASHTO T 191 or ASTM D 2922. Portable mechanical tampers or vibratory compactors shall be used in the trenches. Rollers may be used at street level. Existing base and asphalt surfaces which become undermined during construction shall be removed until firm undisturbed sub-grade is reached.

c) Asphaltic Base: Asphaltic base shall be constructed in accordance with MSHD Specification, Section 300.

i) Prime Coat: Prime coat shall be applied to exposed existing base material prior to overlay with asphaltic base course in accordance with MSHD Specification, Section 408.

ii) Tack Coat: Tack coat shall be applied to existing or new asphaltic wearing course and asphaltic base, or concrete which is to require asphalt wearing course.

iii) Asphalt Wearing Course: Placement and compaction of the bituminous pavement shall be in accordance with MSHD Specification Section 403.03.

iv) Utilities: All utility covers excavated during removal of streets, driveways, parking lots shall be restored to finished grade.

d) Driveways and Sidewalks:

i) Driveways and sidewalks shall be repaired in similar manner to the original construction. Asphalt drives shall be saw-cut where required and repaired in accordance with Paragraph 6(b) of this Specification. Concrete drives shall be saw cut or removed to the next joint. The minimum thickness for concrete driveway repair is 6 inches and for sidewalks is four (4) inches.

ii) Concrete surfaces shall be properly tooled and receive a broom finish. Installation (if required) of new driveway drainage culvert shall be made only at the direction of the Engineer. The Contractor shall take all reasonable precautions to allow for reuse of existing drainage culverts.

e) Repair to Gravel Roads: Gravel roads shall be backfilled and compacted in accordance with Paragraph 6(b) of this Specification. The final surface shall consist of 12-inch in-place compacted clay gravel. Compaction shall be to 100% of maximum laboratory density in accordance with AASHTOT 99.

f) Repair to Lawns:

i) General: The Contractor shall exercise extreme care to minimize damage to improved lawns. Trees and shrubs within the limits of work shall be removed only for essential construction requirements. Any shrubs, which are removed or damaged, shall be replaced by satisfactory (to the Property Owner) planting by the contractor. Any grass seed areas, roads, streets, driveways, culverts, fences, water lines, metal boxes or other items (excluding trees unavoidably cut) which are damaged by the Contractor, shall be satisfactorily restored by Contractor. Acceptance of improved lawn repairs shall be based on the firm establishment of live stand of grasses and live growth of any replanted and acceptable shrubs. The Contractor shall water and fertilize such areas until healthy growth of grass (and shrubs, if applicable) are attained

ii) Grading: The surface areas shall receive finish grading so the finish topsoil surface (after settlement) will meet the existing contour grade of the area prior to construction. The natural drainage during and after construction shall not be altered so as to cause adverse effects to adjoining properties.

iii) Topsoil: The Contractor shall strip topsoil and sod and stockpile for later use. Upon completion of trenching over the area. Additional topsoil shall be furnished if required (at no additional cost) to provide a uniform thickness of 3 inches. Lime at a rate of 1 - 1/2 tons per acre and fertilizer (13-13-13) at a rate of 800 pounds per acre shall be applied as needed to further establish grass growth.

iv) Grassing: Grass seed, sprigs, or sod similar to the existing lawn grasses shall

be planted in accordance with the supplier's recommendations. Winter cover grasses such as rye grass shall be applied (in addition to planting the permanent grasses) if seeding, sprigging, or sodding is done at a time of year when the permanent grasses will not actively grow. The type(s) of permanent grasses shall be the same as the grass(es) in the damaged lawns. If the lawn repairs are accomplished between September 1 and March 1, the Contractor shall continue the restoration work during the next period of March 15 and April 5 and mow the grass and continue the restoration until satisfactory growth of the permanent grass (es) is obtained. Such additional restoration work shall include the 1 - 1/2 tons of lime per acre, application of 13-13-13 fertilizer at a rate of 800 pounds per acre and replanting and watering permanent grass as necessary to obtain satisfactory (to Engineer) growth. No time will be charged against the Contract Time for any such additional restoration work.

v) Sodding: Sodding shall be in accordance with Technical Specifications - SEEDING and SODDING.

g) Erosion Control:

i) During all phases of construction, the Contractor shall adequately protect all work from adverse erosion. Soil shall not be allowed to flow off the limits of work area. The Contractor shall employ the use of ditch checks, matting, temporary grass cover, blankets, or other measures to control erosion. The Contractor shall be responsible to correct damage caused by erosion.

ii) During the construction of this project, all work areas will be strictly monitored. All trench lines will be kept in excellent condition, all streets and drives will receive careful maintenance, keeping potholes and settled areas filled in. Dust control is essential and will also be strictly monitored.

h) General Grassing of Unimproved Areas

i) General: The Contractor shall seed and establish grass growth in all disturbed areas in unimproved areas (to include pastures and roadsides). Acceptance of the grass cover shall be based upon the firm establishment of a live stand of grass. The contractor shall water such grass if natural rainfall fails to adequately provide moisture. On slope and other areas subject to erosion, grassing shall be accomplished as soon as practical (within 48 hours unless weather is prohibiting) after finish grading operations.

ii) Grading: The surface area shall receive finish grading so the finish topsoil surface (after settlement) will meet the existing contour grade of the area prior to construction. The natural drainage during and after construction shall not be altered so as to cause adverse effects to adjoining properties.

iii) Topsoil: The Contractor shall remove existing topsoil and stockpile for later

use. Upon completion of backfilling (to establish contours as before construction), the topsoil shall be uniformly spread back over the area. The Engineer may require additional topsoil be furnished by the Contractor, if in the opinion of the Engineer, adequate provisions and efforts were not made by the Contractor to stockpile and re-use existing topsoil material.

i) Fertilizer and Agricultural Limestone: The Contractor shall uniformly apply 800 lbs. Isified asphalt or by "crimping" parts of the material into the soil.

j) Miscellaneous Items: Items such as fences, gates, headwalls, paved ditches, and other items shall be replaced or repaired as required for restoration. Should additional fencing material be required, new post and new wire of similar size, type and gauge shall be provided and installed.

k) General Care: Reasonable care shall be taken during construction to avoid damage to vegetation. Ornamental shrubbery and tree branches shall be temporarily tied back, where appropriate, to minimize damage. Trees, which do not have to be removed in the opinion of the Engineer, and which receive damage to branches shall be trimmed of those branches to improve the appearance of the tree. Tree trunks receiving damage from equipment shall be treated with a tree dressing.

6) TESTING

a) General: All sampling and testing shall be accomplished by the testing laboratory approved by the Owner and employed by the Contractor to perform such services. Results shall be immediately forwarded to the Engineer by the Contractor.

b) Earthwork: Earthwork directly involved with road and street repair shall be tested as follows:

i) Moisture Density Relationship (Standard Proctors): Two tests of sampled native material shall be required.

ii) Tests shall be in accordance with AASHTO T 99.

iii) Field Density: A minimum of two and a maximum of four field density tests shall be required. Density tests shall be in accordance with AASHTO T 191 or ASTM D 2922

iv) Topsoil: Two pH tests and two organic content tests (wet combustion method) will be required.

- v) per acre of 13-13-13 fertilizer and also apply two (2) tons per acre of agricultural limestone to the area to be seeded. The fertilizer and limestone shall be tilled into the soil to a depth of four (4) inches.
 - vi) Seeding: Seed shall be uniformly sown in accordance with Technical Specification - SEEDING and SODDING.
 - vii) Sodding: Sod shall be place in accordance with Technical Specification - SEEDING and SODDING.
- c) Mulch Cover: Erosion prone areas such as steep slopes and highway shoulders shall receive a layer of loose straw mulch or equivalent at the rate of one and one-half (1-1/2) tons per acre. The mulch cover shall be established by the application of emu

EXCAVATION, TRENCHING AND BACKFILLING

PART I - GENERAL

1.01 SCOPE

A. The Work under this Section consists of furnishing materials, labor, equipment, and services necessary for the excavation trenching, and backfilling required for exterior light fixture standard foundations and underground electric supply lines to the building and lighting standards on this Project.

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Section 02630 - Landscaping

B. Section 16000 - Electrical Provisions

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION

3.01 LOCATION OF LIGHTING STANDARDS

Prior to excavation for exterior fixture standards, CONTRACTOR shall stake all standards locations and the ENGINEER shall approve these locations prior to construction. Stake all locations and give ENGINEER 48 hours notice for inspection. The ENGINEER shall have the authority to move any standard location up to ten (10) feet prior to excavation at no additional cost to the OWNER. Standard locations may have to be moved to avoid existing storm drain lines in the areas.

B. Underground electrical services shall be coordinate with the local retail supplier of electricity, communications, TV Cable and other utilities involved.

3.03 EXCAVATION

A. CONTRACTOR is to coordinate and cooperate with the OWNER in locating all subsurface equipment and facilities. CONTRACTOR shall be responsible for locating and exposing all existing underground structures, utilities and underground obstructions that may interfere with locating lighting standards, poles, conduits and services. All subsurface equipment and facilities shall be located and exposed prior to performing any digging and/or trenching. CONTRACTOR at his sole cost and expense will be responsible for repairing and/or replacing any damaged equipment and/or facilities caused by excavating.

- B. All excavation of every description and of whatever substances encountered shall be performed to the depths indicated or as otherwise specified. During excavation material suitable for backfilling shall be piled in an orderly manner a sufficient distance from the banks of the trench to avoid over-loading and to prevent slides or cave-ins. All excavated materials not required or suitable for back-fill shall be removed and disposed of offsite at the CONTRACTOR's expense. Grading shall be done as necessary to prevent surface water from flowing into trenches or other excavations, and any water accumulating therein shall be removed by pumping or by other approved methods. Sheet piling and shoring shall be done as necessary for the protection of the work and for the safety of personnel. Excavation shall comprise all materials encountered, including rock and filled-in material of whatever nature is involved.
- C. The conduits shall be laid and maintained to lines and grades established by the plans and specifications with fittings and foundations at the required locations unless otherwise approved by the ENGINEER.
- D. Prior to excavation investigation shall be made to the extent necessary to determine the location of existing underground utilities, structures and conduits. CONTRACTOR shall exercise care during excavation to avoid damage to existing utilities and structures.
- E. When obstructions that are not shown on the plans are encountered during the progress of work and interfere so that an alteration of the plans is required the ENGINEER will alter the plans or order a deviation in line and grade or arrange for removal, relocation or reconstruction of the obstructions.
- F. When crossing existing pipelines or other structures, alignment and grade shall be adjusted as necessary, with the approval of the ENGINEER, to provide clearances as required by federal, state, or local regulations or as deemed necessary by the ENGINEER to prevent future damage or contamination of either structure.

3.03 TRENCHING - GENERAL

- A. The trench shall be excavated to the required alignment, depth and width and in conformance with all federal, state and local regulations for the protection of the workmen.
- B. No excavation for the installation of conduit will be commenced which cannot be completed and back-filled within 24 hours.
- C. Discharge from any trench de-watering pumps shall be conducted to natural drainage channels, storm sewers, or an approved reservoir.

D. Excavated material shall be placed in a manner that will not obstruct sidewalks, driveways, or other structures and shall be done in compliance with federal, state, or local regulations

E. Removal of pavement and road surfaces shall be a part of the trench excavation and the amount removed shall depend upon the width of trench required for the installation of conduits. The dimensions of pavement removed shall not exceed the dimensions of the opening required for installation of conduits by more than 6 inches in any direction unless required or approved by the OWNER. Cut pavement edges shall be sawn to ensure breakage of pavement along straight lines. There is nothing in these Specifications that precludes punching or boring of conduit under streets, sidewalks, parking lots, or other paved areas as long as minimum cover requirements are met.

F. The width of the trench at the top of the conduit shall be that of the single-pass capabilities of normally available excavating equipment and ample to permit the conduit to be installed properly and allow the back-fill to be placed as specified Trenches shall be of extra width, when required, to permit the placement of timber supports, sheeting, bracing, and appurtenances.

G. When excavation of rock is encountered, all rock shall be removed to provide a clearance of at least 9 inches below and on each side of all conduits. When excavation is completed, a bed of sand, crushed stone or earth that is free from stones, large clods, or frozen earth shall be placed on the bottom of the trench to the previously mentioned depths, leveled, and tamped. These clearances and bedding procedures shall also be observed for pieces of concrete or masonry and other debris or subterranean structures, such as masonry walls, piers, or foundations that may be encountered during excavation. This installation procedure shall be followed when gravel formations containing loose boulders greater than 8 inches in diameter are encountered. In all cases, the specified clearances shall be maintained between the bottom of all conduit and appurtenances and any part, projection, or point of rock, boulder, or stones of sufficient size and placement that may cause a fulcrum.

H. Should the trench pass over a sewer or other previous excavation, the trench bottom shall be sufficiently compacted to provide support equal to that of the native soil or conform to other regulatory requirements in a manner that will prevent damage to the existing installation.

I. Blasting for excavation shall be permitted only after securing the approval of the OWNER who will establish the hours of blasting. The blasting procedure, including protection of persons and property, shall be in strict accordance with federal, state, and local regulations.

J. Trees, shrubs, fences, and all other property and surface structures shall be protected

during construction unless their removal is shown in the plans and specifications or approved by the OWNER. Any cutting of tree roots or branches shall be done only as approved by the OWNER.

K. The CONTRACTOR shall furnish temporary support, adequate protection, and maintenance of all underground and surface structures, drains, sewers, and other obstructions encountered in the progress of the work. All properties that have been disturbed shall be replaced and/or restored as nearly as practical to their original condition.

L. When the sub-grade is found to be unstable or to include ashes, cinders, refuse, organic material, or other unsuitable material, such material shall be removed, to a minimum of at least 12 inches, or to the depth ordered by the ENGINEER and replaced under the directions of the ENGINEER with clean stable back-fill material.

When the bottom of the trench or the sub-grade is found to consist of material that is unstable to such a degree that, in the judgment of the ENGINEER it cannot be removed, a foundation for the conduit and or appurtenance shall be constructed using piling, timber, concrete, or other materials at the direction of the ENGINEER. Appropriate traffic control devices shall be provided in accordance with federal, state, or local regulations to regulate, warn, and guide traffic at the work site.

3.04 BACKFILLING - GENERAL

A. The trenches shall not be back-filled until the conduit as installed conforms to the requirements specified. Backfilling prior to approval of the ENGINEER or the OWNER is prohibited. Where, in the opinion of the ENGINEER damage is likely to result from withdrawing sheeting, the sheeting shall be left in place. Except as otherwise specified for special conditions of over-depths, trenches shall be back-filled to the ground surface with material that is suitable for the compaction specified hereinafter. Trenches improperly back-filled shall be reopened at the CONTRACTOR'S expense to the depth required for Proper compaction then refilled and compacted as specified, or the condition shall be otherwise corrected as approved.

B. All buried conduits and or underground electrical cables shall have a red Polyethylene "Caution Electrical Cable Buried Below" warning tape buried between the conduits and electrical cables and the surface of the ground providing a defense and warning against accidental dig-ins. APWA color guidelines shall be used for electrical power-lines. Tape shall be made of low density polyethylene and highly stretchable Tape shall be placed approximately 12 inches above conduits and or power cable nearest the surface of the ground.

C. In the lower portion of the trench back-fill material shall be deposited in 6 inch maximum thickness layers and compacted with suitable tampers to the density of the

adjacent soil or graded as hereinafter specified until there is a cover of not less than 6 inches over the conduit. The back-fill material in this portion of the trench shall consist of a selected material at a moisture content that will facilitate compaction, free from stones larger than 3 inches in any dimension and hard clods and frozen conglomerates larger than 6 inches in any dimension, except that where the pipe is coated or wrapped for protection against corrosion the back-fill material shall be free from stones larger than 1 inch in any dimension. If any portion of the cover in the lower portion of the trench is in the depth of special compaction and materials requirements under pavement, the special requirements shall control. Special care shall be taken not to damage the coating or wrapping of conduits.

D. Except for special materials for pavements, turf or seeded areas, and sidewalks the remainder of the trench shall be back-filled with material that is free of stones larger than 6 inches or $\frac{1}{2}$ the layered thickness, whichever is smaller, in any dimension. Backfill material shall be deposited in layers not exceeding 12 inches, and each layer shall be compacted to the minimum density specified as applicable to the particular area. Degree of compaction shall be 90 percent.

E. Unpaved surfaces disturbed during the installation of conduits shall be restored to their original elevation and condition. Topsoil shall be preserved carefully and replaced after the back-filling is completed Refer to Section 02630, Landscaping, for seeding and fertilizing requirements.

F. The CONTRACTOR shall patch pavement, sidewalks, curbs, and gutters where existing surfaces are removed for construction. Graded aggregate base course shall have a maximum aggregate size of $\frac{1}{2}$ inches. Base course shall be primed with a compatible tack coat prior to paving. Thickness of base course shall match existing but shall be at least 6 inches. Asphalt concrete shall be hot plant mixed and hot laid. Maximum aggregate size shall be $\frac{1}{2}$ inch and pavement thickness shall match existing thickness, but shall be at least 2 inches. Portland cement concrete pavement, sidewalks, curbs, and gutters, shall be repaired using 3,000 PSI concrete. Pavement thickness shall match existing thickness but shall be at least 6 inches. Sidewalk thickness and curb and gutter cross-sections shall match the existing.

G. Under paved areas or other areas indicated by the plans, back-fill trenches from 12 inches above the pipe to pavement base course in six-inch layers to 95 percent of maximum density as determined by AASHTO T180.

H. Under turf or seeded areas and sidewalks, back-fill trenches from 6 inches above the pipe to finished grade in 12 inch layers to 95 percent of maximum density as determined by AASHTO T180.

ADVERTISEMENT FOR BIDS

NOTICE is hereby given that the City Clerk of the City of Hattiesburg, Mississippi, will receive sealed bids until 10:00 a.m. on January 12, 2017 in the City Clerk's Office in the City Hall at 200 Forrest Street of said City for furnishing the City's requirements for the following:

COMPREHENSIVE WATER IMPROVEMENTS PHASE IV MISCELLANEOUS CONNECTIONS HATTIESBURG, MISSISSIPPI

Plans, Specifications and proposal forms may be obtained from Shows, Dearman & Waits, Inc., 301 Second Avenue, Hattiesburg, Mississippi, 39401, upon deposit of \$100.00, non-refundable. All bids must be accompanied by bid security equal to 5% of the amount of the bid, in the form of a certified check, cashier's check or a bid bond written by a company properly licensed in Mississippi.

Each BID must be received in a sealed envelope which is marked in the lower left-hand corner EXACTLY as follows:

BID:

COMPREHENSIVE WATER IMPROVEMENTS PHASE IV MISCELLANEOUS CONNECTIONS HATTIESBURG, MISSISSIPPI

No bid may be withdrawn for a period of sixty (60) days. The lowest and best proposal received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated and Amended, and other applicable State law; but the Council reserves the right to reject any or all proposals received and to waive informalities.

PUBLISHED by Order of the Council on the 6th day of December A.D., 2016.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Kermas Eaton, City Clerk

Publish on December 9, 2016 and December 16, 2016
City of Hattiesburg
Return PROOF to City Clerk's Office
PO Box 1898
Hattiesburg, MS 39403-1898



Engineering Progress

November 16, 2016

City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898

Attn: Lamar Rutland

**Re: Comprehensive Water Improvements Phase IV
Miscellaneous Connections
1273-W009**

Dear Mr. Rutland:

Shows, Dearman & Waits, Inc. proposes that the above referenced project has been sent to the Mississippi Department of Health for approval and is 100% complete and prepared to proceed with the bidding process.

Estimate Cost: \$235,000.00

If you have any questions or comments regarding the project, please do not hesitate to call.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Kyle D. Wallace', is written over the typed name.

Kyle D. Wallace, P.E.
Project Engineer

KW/ir

Enclosures

Opinion of Probable Costs		Proj. No.: 1273-W009	Date: November 16, 2016
Comprehensive Water Improvements - Phase III			
City of Hattiesburg			
Site 1 - Old Highway 42 By Pass	Subtotal		\$65,870.00
Site 2 - Old Highway 42 By Pass	Subtotal		\$47,450.00
Site 3 - Old Highway 42 By Pass	Subtotal		\$39,210.00
Site 4 - Walnut Street	Subtotal		\$16,040.00
Site 5 - Katie Avenue	Subtotal		\$16,040.00
Site 6 - Arledge Street	Subtotal		\$18,870.00
Site 7 - Edwards Street	Subtotal		\$19,640.00
Project Subtotal:			\$223,120.00
5%		Contingencies:	\$11,156.00
		Project Total:	\$234,276.00

Opinion of Probable Costs			Proj. No.: 1273-W009	Date:	November 16, 2016
Site 1 - Old Highway 42 By Pass					
Item	Description	Unit	Quantity	Unit Price	Extension
Water Pipe Items					
1	8" Class 350 Ductile Iron Water Pipe (Open Cut)	LF	1,180	\$32.00	\$37,760.00
Connection Items					
2	Connection: Proposed 8" Water Line to Existing 8" Water Line	Each	2	\$2,500.00	\$5,000.00
3	8" Gate Valve	Each	1	\$1,300.00	\$1,300.00
4	2" Service Tap	Each	4	\$250.00	\$1,000.00
Miscellaneous Construction Items					
5	Concrete Pavement Repair (All Depths)	SY	85	\$90.00	\$7,650.00
6	Asphalt Pavement Repair (All Depths)	SY	100	\$75.00	\$7,500.00
7	Concrete Curb & Gutter Repair (All Types)	LF	10	\$36.00	\$360.00
8	Temporary Erosion Control	Lump Sum	1	\$2,800.00	\$2,800.00
9	Grassing	Lump Sum	1	\$500.00	\$500.00
10	Mobilization	Lump Sum	1	\$2,000.00	\$2,000.00
11	Maintenance of Traffic	Lump Sum	1	\$1,000.00	\$1,000.00
				Subtotal (Site 1):	\$65,870.00

Opinion of Probable Costs		Proj. No.: 1273-W009	Date:	November 16, 2016	
Site 2 - Old Highway 42 By Pass					
Item	Description	Unit	Quantity	Unit Price	Extension
Water Pipe Items					
1	12" Class 350 Ductile Iron Water Pipe (Open Cut)	LF	500	\$48.00	\$24,000.00
Connection Items					
2	Connection: Proposed 12" Water Line to Existing 12" Water Line	Each	2	\$3,950.00	\$7,900.00
3	12" Gate Valve	Each	2	\$2,200.00	\$4,400.00
Miscellaneous Construction Items					
4	Driveway Repair (Class 4, Group B), LVM	CY	35	\$40.00	\$1,400.00
5	Trench Repair, Select Fill (Class 9, Group C), LVM	CY	60	\$20.00	\$1,200.00
6	Asphalt Pavement Repair (All Depths)	SY	30	\$75.00	\$2,250.00
7	Temporary Erosion Control	Lump Sum	1	\$2,800.00	\$2,800.00
8	Grassing	Lump Sum	1	\$500.00	\$500.00
9	Mobilization	Lump Sum	1	\$2,000.00	\$2,000.00
10	Maintenance of Traffic	Lump Sum	1	\$1,000.00	\$1,000.00
				Subtotal (Site 3):	\$47,450.00

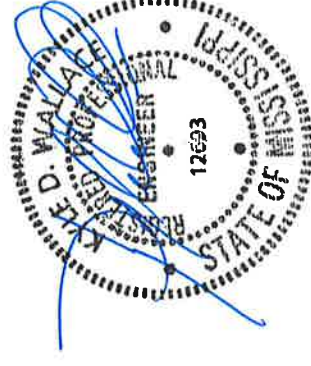
Opinion of Probable Costs			Proj. No.: 1273-W009	Date:	November 16, 2016
Site 3 - Old Highway 42 By Pass					
Item	Description	Unit	Quantity	Unit Price	Extension
Water Pipe Items					
1	12" Class 350 Ductile Iron Water Pipe (Open Cut)	LF	240	\$48.00	\$11,520.00
2	20" Steel Casing (Open Cut)	LF	100	\$145.00	\$14,500.00
Connection Items					
3	Conection: Proposed 12" Water Line to Existing Water Lines	Each	2	\$3,950.00	\$7,900.00
4	12" Gate Valve	Each	2	\$2,200.00	\$4,400.00
Miscellaneous Construction Items					
5	Rip Rap (Size 300)	SY	20	\$75.00	\$1,500.00
6	Asphalt Pavement Repair (All Depths)	SY	30	\$75.00	\$2,250.00
7	Concrete Curb & Gutter Repair	LF	10	\$36.00	\$360.00
8	Temporary Erosion Control	Lump Sum	1	\$2,800.00	\$2,800.00
9	Grassing	Lump Sum	1	\$2,500.00	\$2,500.00
10	Mobilization	Lump Sum	1	\$2,000.00	\$2,000.00
11	Maintenance of Traffic	Lump Sum	1	\$1,000.00	\$1,000.00
				Subtotal (Site 4):	\$39,210.00

Opinion of Probable Costs			Proj. No.: 1273-W009	Date:	November 16, 2016
Site 4 - Walnut Street					
Item	Description	Unit	Quantity	Unit Price	Extension
	Water Pipe Items				
1	6" 200 PSI, DR 11, HDPE Water Pipe (Directional Bore) (Incl. adapter fittings)	LF	230	\$28.00	\$6,440.00
	Connection Items				
2	Connection: Proposed 6" HDPE Water Line to Existing 4" Water Line	Each	2	\$1,300.00	\$2,600.00
3	6" Gate Valve	Each	2	\$1,000.00	\$2,000.00
	Miscellaneous Construction Items				
4	Temporary Erosion Control	Lump Sum	1	\$1,500.00	\$1,500.00
5	Grassing	Lump Sum	1	\$500.00	\$500.00
6	Mobilization	Lump Sum	1	\$2,000.00	\$2,000.00
7	Maintenance of Traffic	Lump Sum	1	\$1,000.00	\$1,000.00
				Subtotal (Site 5):	\$16,040.00

Opinion of Probable Costs		Proj. No.: 1273-W009	Date:	November 16, 2016	
Site 5 - Katie Avenue					
Item	Description	Unit	Quantity	Unit Price	Extension
Water Pipe Items					
1	6" 200 PSI, DR 11, HDPE Water Pipe (Directional Bore) (Incl. adapter fittings)	LF	230	\$28.00	\$6,440.00
Connection Items					
2	Connection: Proposed 6" HDPE Water Line to Existing 4" Water Line	Each	2	\$1,300.00	\$2,600.00
3	6" Gate Valve	Each	2	\$1,000.00	\$2,000.00
Miscellaneous Construction Items					
4	Temporary Erosion Control	Lump Sum	1	\$1,500.00	\$1,500.00
5	Grassing	Lump Sum	1	\$500.00	\$500.00
6	Mobilization	Lump Sum	1	\$2,000.00	\$2,000.00
7	Maintenance of Traffic	Lump Sum	1	\$1,000.00	\$1,000.00
				Subtotal (Site 6):	\$16,040.00

Opinion of Probable Costs			Proj. No.: 1273-W009	Date:	November 16, 2016
Site 6 - Arledge Street					
Item	Description	Unit	Quantity	Unit Price	Extension
Water Pipe Items					
1	8" 200 PSI, DR 11, HDPE Water Pipe (Directional Bore) (Incl. adapter fittings)	LF	230	\$34.00	\$7,820.00
Connection Items					
2	Connection: Proposed 8" HDPE Water Line to Existing 6" Water Line	Each	2	\$1,600.00	\$3,200.00
3	8" Gate Valve	Each	2	\$1,300.00	\$2,600.00
4	2" Service Tap	Each	1	\$250.00	\$250.00
Miscellaneous Construction Items					
5	Temporary Erosion Control	Lump Sum	1	\$1,500.00	\$1,500.00
6	Grassing	Lump Sum	1	\$500.00	\$500.00
7	Mobilization	Lump Sum	1	\$2,000.00	\$2,000.00
8	Maintenance of Traffic	Lump Sum	1	\$1,000.00	\$1,000.00
Subtotal (Site 7):				\$18,870.00	

Opinion of Probable Costs			Proj. No.: 1273-W009	Date: November 16, 2016
Site 7 - Edwards Street				
Item	Description	Unit	Quantity	Unit Price
Water Pipe Items				
1	8" 200 PSI, DR 11, HDPE Water Pipe (Directional Bore) (Incl. adapter fittings)	LF	260	\$34.00
				\$8,840.00
Connection Items				
2	Connection: Proposed 8" HDPE Water Line to Existing 6" Water Line	Each	2	\$1,600.00
3	8" Gate Valve	Each	2	\$1,300.00
				\$3,200.00
				\$2,600.00
Miscellaneous Construction Items				
4	Temporary Erosion Control	Lump Sum	1	\$1,500.00
5	Grassing	Lump Sum	1	\$500.00
6	Mobilization	Lump Sum	1	\$2,000.00
7	Maintenance of Traffic	Lump Sum	1	\$1,000.00
				\$1,500.00
				\$500.00
				\$2,000.00
				\$1,000.00
Subtotal (Site 8):				\$19,640.00



CITY OF HATTIESBURG

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DOCKET OF CLAIMS

Date

- 11/29/16

PERIOD ENDING NOVEMBER 30, 2016

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount

GENERAL FUND							
00001 A & R FARM AND GARDEN	292419	00165889	16001268	PLUM TREE REPLCMNT CUSTOMER	11/30/16	254467	22.95-

A & R FARM AND GARDEN							
Sum							22.95-
00001 AFFORDABLE EMERGENCY LIG 929		00166022	16001262	RADAR SYS REPR U#17592	11/30/16	254468	170.00-
00001 AFFORDABLE EMERGENCY LIG 930		00166022	16001263	CAMERA CABLE REPR U#19345	11/30/16	254468	85.00-

AFFORDABLE EMERGENCY LIG							
Sum							255.00-
00001 AMERICAN PLANNING ASSN (113091-1673		00165970	16001115	DUES 10/16-9/17 BRANTLEY	11/30/16	254470	415.00-

AMERICAN PLANNING ASSN (							
Sum							415.00-
00001 ANOINTED HANDS SERVICES, 2760		00166074	16001228	SERVS 11/16 EMP MED CLINIC	11/30/16	254472	280.00-

ANOINTED HANDS SERVICES,							
Sum							280.00-
00001 AT&T	601M26684200	00165947	16001119	INTERACT SOFTWARE SUPPORT	11/30/16	254474	6,151.00-
00001 AT&T	601M26491400	00165947	16001120	INTERACT SOFTWARE SUPPORT	11/30/16	254474	47.00-
00001 AT&T	601M26940440	00020172	16001149	SERV 11/8-12/7/16 POLICE	11/30/16	254474	76.00-

AT&T							
Sum							6,274.00-
00001 AUTO ARMATURE SERVICE IN 07554		00165749	16001133	BATTERY U#15082 STREET	11/30/16	254475	142.95-
00001 AUTO ARMATURE SERVICE IN 07668		00165899	16001134	ALTERNATOR U#17412 SANIT	11/30/16	254475	229.95-
00001 AUTO ARMATURE SERVICE IN 07669		00165899	16001135	BATTERY U#15962 STREET	11/30/16	254475	125.95-
00001 AUTO ARMATURE SERVICE IN 07651		00165838	16001160	BATTERY U#17805 POLICE	11/30/16	254475	137.95-

AUTO ARMATURE SERVICE IN							
Sum							636.80-
00001 AUTOMOTIVE GLASS SPECIAL I211049		00166037	16001237	REPRS U311356 STREET	11/30/16	254476	145.00-

AUTOMOTIVE GLASS SPECIAL							
Sum							145.00-
00001 B & H PHOTO-VIDEO	117657140	00165950	16001264	COMPUTER MONITOR FIRE PREV	11/30/16	254478	359.00-

B & H PHOTO-VIDEO							
Sum							359.00-
00001 BEST BUY BUSINESS ADVANT 2466709		00165735	16001196	TV/MOUNT CONSTR DEPT	11/30/16	254482	199.98-

BEST BUY BUSINESS ADVANT							
Sum							199.98-
00001 BIG IRON DIESEL REPAIR L R01326		00165634	16001138	REPRS U#16009 STREET	11/30/16	254484	2,857.35-

BIG IRON DIESEL REPAIR L							

[illegible]

00001	COURTESY MOTORS INC	449821	00162595	16001123	REPR PTS U#17315	POLICE	11/30/16	254499	90.41-	
00001	COURTESY MOTORS INC	453107	00164716	16001188	REPR PTS U#11945	TRAFFIC	11/30/16	254499	29.00-	

COURTESY MOTORS INC										
Sum										119.41-
00001	CRAIN TRACTOR & EQUIPMEN	RO69928	00165827	16001139	REPRS U#15515	STREET	11/30/16	254500	160.00-	

CRAIN TRACTOR & EQUIPMEN										
Sum										160.00-
00001	DENNY, MARK		ENTRY FEE RE	00166116	16001261	REIMB SWAT TOURNAMENT FEE	11/30/16	254503	120.00-	

DENNY, MARK										
Sum										120.00-
00001	DENSON OIL COMPANY INC	99662	00165828	16001108	DIESEL FOR FUEL	STATION	11/30/16	254504	5,870.16-	

DENSON OIL COMPANY INC										
Sum										5,870.16-
00001	DUNBAR MONROE PA	15953	00166075	16001221	SRV CABLE ADVISORY	COMM	11/30/16	254506	1,344.00-	
00001	DUNBAR MONROE PA	15888	00166076	16001222	SRVS CABLE	FRANCHISE	11/30/16	254506	1,109.92-	

DUNBAR MONROE PA										
Sum										2,453.92-
00001	ECONOMY SUPPLY CO	262721	00165945	16001197	BLDG MATLS	CITY HALL	11/30/16	254508	42.97-	
00001	ECONOMY SUPPLY CO	262737	00165998	16001259	BLDG MATLS	DISPATCH BLDG	11/30/16	254508	304.80-	

ECONOMY SUPPLY CO										
Sum										347.77-
00001	EMERGENCY EQUIPMENT PROF	423232	00165762	16001125	REPRS U#13932	FIRE DEPT	11/30/16	254509	246.69-	
00001	EMERGENCY EQUIPMENT PROF	423446	00165844	16001183	REPR PTS U#18100/STOCK		11/30/16	254509	2,057.10-	
00001	EMERGENCY EQUIPMENT PROF	423374	00165951	16001184	REPR PTS U#13932/STOCK		11/30/16	254509	121.19-	

EMERGENCY EQUIPMENT PROF										
Sum										2,424.98-
00001	FORERUNNER TECHNOLOGIES, INV221586		00164771	16001281	PHONE/PAGE SYS MNT VARI	LOC	11/30/16	254516	7,440.00-	

FORERUNNER TECHNOLOGIES,										
Sum										7,440.00-
00001	FUELMAN OF MS	BG127044 NP4	00166099	16001257	FUEL CHGS 11/7-13/16	POLICE	11/30/16	254517	42.41-	

FUELMAN OF MS										
Sum										42.41-
00001	G & K SERVICES	93956312	00165243	16001147	CAP FOR PUBLIC	WORKS	11/30/16	254520	4.95-	
00001	G & K SERVICES	1035783569	00166039	16001203	UNIFORMS 11/21	TRAFFIC	11/30/16	254520	23.94-	
00001	G & K SERVICES	1035783568	00166039	16001204	UNIFORMS 11/21	CONSTR	11/30/16	254520	53.01-	
00001	G & K SERVICES	1035783584	00166039	16001205	UNIFORMS 11/21	PUBLIC WORKS	11/30/16	254520	70.20-	
00001	G & K SERVICES	1035783581	00166039	16001206	UNIFORMS 11/21	PUBLIC WORKS	11/30/16	254520	27.30-	
00001	G & K SERVICES	1035783583	00166039	16001207	UNIFORMS 11/21	PUBLIC WORKS	11/30/16	254520	64.53-	
00001	G & K SERVICES	1035783585	00166039	16001208	UNIFORMS 11/21	SHOP	11/30/16	254520	47.86-	
00001	G & K SERVICES	1035783582	00166039	16001209	UNIFORMS 11/21	SANIT	11/30/16	254520	158.71-	
00001	G & K SERVICES	1035783586	00166039	16001210	UNIFORMS 11/21	HEALTH	11/30/16	254520	64.01-	
00001	G & K SERVICES	1035783570	00166040	16001211	MATS 11/21	TRAFFIC	11/30/16	254520	6.40-	

00001 G & K SERVICES	1035783587	00166040 16001212 MOP/MAT 11/21 GO&FS	11/30/16	254520	24.80-
00001 G & K SERVICES	1035783588	00166040 16001213 MOP/MAT 11/21 SANIT	11/30/16	254520	16.65-
00001 G & K SERVICES	1035783589	00166040 16001214 MATS 11/21 AIRPORT	11/30/16	254520	4.70-
00001 G & K SERVICES	1035779190	00166127 16001289 UNIFORMS 11/07 CEM/FORESTRY	11/30/16	254520	52.74-
00001 G & K SERVICES	1035781380	00166127 16001290 UNIFORMS 11/14 CEM/FORESTRY	11/30/16	254520	45.74-
00001 G & K SERVICES	1035783564	00166127 16001291 UNIFORMS 11/21 CEM/FORESTRY	11/30/16	254520	49.90-
00001 G & K SERVICES	1035785724	00166127 16001292 UNIFORMS 11/28 CEM/FORESTRY	11/30/16	254520	42.90-
00001 G & K SERVICES	1035779189	00166127 16001293 MOP/MAT 11/07 CEM/FORESTRY	11/30/16	254520	22.70-
00001 G & K SERVICES	1035781379	00166127 16001294 MOP/MAT 11/14 CEM/FORESTRY	11/30/16	254520	22.70-
00001 G & K SERVICES	1035783563	00166127 16001295 MOP/MAT 11/21 CEM/FORESTRY	11/30/16	254520	22.70-
00001 G & K SERVICES	1035785723	00166127 16001296 MOP/MAT 11/28 CEM/FORESTRY	11/30/16	254520	22.70-

G & K SERVICES					
Sum					849.14-
00001 GALL'S LLC	006437820	00165885 16001258 TRAFFIC VESTS	11/30/16	254522	231.30-

GALL'S LLC					
Sum					231.30-
00001 GILKEY ELECTRIC SUPPLY C 282190		00165581 16001157 ELEC SUPP ROOF RENOV T DEPOT	11/30/16	254525	544.97-

GILKEY ELECTRIC SUPPLY C					
Sum					544.97-
00001 GILLILANDS ELECTRONICS S 62598		00165963 16001116 REPLACE ALARM BATTERY TAX DEP	11/30/16	254526	112.80-
00001 GILLILANDS ELECTRONICS S 63010		00165615 16001153 CONF ANALOG SYS MUN COURT	11/30/16	254526	1,321.74-
00001 GILLILANDS ELECTRONICS S 63042		00166069 16001220 REPR MAGLOCK DOA OFFICE	11/30/16	254526	75.00-
00001 GILLILANDS ELECTRONICS S 63101		00166092 16001266 ALARM 12/16-12/17 #2 FIRE STA	11/30/16	254526	240.00-

GILLILANDS ELECTRONICS S					
Sum					1,749.54-
00001 H'BURG AMERICAN (SUBSCRI HA8535405 11		00166066 16001218 SUBSCRIPT RNWL M/ADM	11/30/16	254529	275.57-

H'BURG AMERICAN (SUBSCRI					
Sum					275.57-
00001 H'BURG COCA COLA BOTTLIN 1097213154		00165574 16001109 BOTTLED WATER COUNCIL OFFICE	11/30/16	254531	66.50-

H'BURG COCA COLA BOTTLIN					
Sum					66.50-
00001 H'BURG DOWNTOWN ASSN (RE DAMAGE DEP R 02017137		16001247 DAMAGE DEPOSIT REFUND	11/30/16	254532	500.00-

H'BURG DOWNTOWN ASSN (RE					
Sum					500.00-
00001 H'BURG HYDRAULICS INC 67150		00165592 16001127 REPR PTS U#18864/15515 ST	11/30/16	254533	353.16-
00001 H'BURG HYDRAULICS INC 67157		00165592 16001128 REPR PTS U#18864/15515 ST	11/30/16	254533	22.83-
00001 H'BURG HYDRAULICS INC 67156		00165592 16001129 REPR PTS U#18864/15515 TRAFF	11/30/16	254533	19.32-

H'BURG HYDRAULICS INC					
Sum					395.31-
00001 HALSEN PRODUCTS COMPANY 0128270-IN		00165468 16001236 MEN WORKING SIGNS PUB WORKS	11/30/16	254536	249.53-

HALSEN PRODUCTS COMPANY					
Sum					249.53-

00001 HAVARD PEST CONTROL INC	1052940	02017140 16001243 SRV 11/16 #6 FIRE STA	11/30/16	254539	48.00-
00001 HAVARD PEST CONTROL INC	1052941	02017140 16001244 SRV 11/16 #7 FIRE STA	11/30/16	254539	48.00-
00001 HAVARD PEST CONTROL INC	1052943	02017140 16001245 SRV 11/16 #8 FIRE STA	11/30/16	254539	48.00-
00001 HAVARD PEST CONTROL INC	1052977	02017140 16001246 SRV 11/16 SOUTH HILL CEM	11/30/16	254539	45.00-

HAVARD PEST CONTROL INC					
Sum					189.00-
00001 HILL, LEROY COFFEE CO IN	69736	00166062 16001219 COFFEE SERV M/ADM	11/30/16	254541	123.99-

HILL, LEROY COFFEE CO IN					
Sum					123.99-
00001 HOME DEPOT	2044308	00165491 16001180 BAY FAN #2 FIRE STA	11/30/16	254542	114.85-
00001 HOME DEPOT	3024354	00165746 16001182 BLDG MATLS FIRE MECH TRUCK	11/30/16	254542	171.56-
00001 HOME DEPOT	6972912	00165156 16001187 PAINT SUPP TRAFFIC DEPT	11/30/16	254542	90.24-
00001 HOME DEPOT	9044287	00165359 16001190 JANIT SUPP PUBLIC WORKS	11/30/16	254542	49.67-
00001 HOME DEPOT	6973178	00165699 16001191 JANIT SUPP PUBLIC WORKS	11/30/16	254542	162.90-
00001 HOME DEPOT	4044325	00165491 16001202 CREDIT	11/30/16	254542	19.88

HOME DEPOT					
Sum					569.34-
00001 ICE PLANT INC	24-656542	00165672 16001132 BAGS ICE PUBLIC WORKS CREWS	11/30/16	254543	308.21-

ICE PLANT INC					
Sum					308.21-
00001 INDOFF INC	2839608(B)	00163115 16001189 ADDL ANT DUE PO#163096	11/30/16	254544	39.50-
00001 INDOFF INC	2880375	00165712 16001235 JANIT SUPP PUBLIC WORKS	11/30/16	254544	216.04-
00001 INDOFF INC	2883242	00165912 16001275 OFFICE SUPP PUBLIC WORKS	11/30/16	254544	552.12-
00001 INDOFF INC	2883163	00165878 16001277 OFFICE SUPP CEMETERY	11/30/16	254544	76.98-

INDOFF INC					
Sum					884.64-
00001 INTERFACE SECURITY SYSTE	18548558	00166057 16001239 SECURITY 12/16 HILND CEM	11/30/16	254545	33.02-
00001 INTERFACE SECURITY SYSTE	18557973	00166058 16001240 SECURITY 12/16 SOUTH HILL CEM	11/30/16	254545	29.95-

INTERFACE SECURITY SYSTE					
Sum					62.97-
00001 INTERNAL REVENUE SERVICE CP161		00166072 16001232 LATE FEE	11/30/16	254546	92.51-

INTERNAL REVENUE SERVICE					
Sum					92.51-
00001 INTL SOCIETY OF ARBORICU	2017 DUES PA	00165989 16001145 2017 MBRSH P DUES PARKER	11/30/16	254547	160.00-

INTL SOCIETY OF ARBORICU					
Sum					160.00-
00001 IRBY, STUART C CO	S009909378.0	00165862 16001283 CHRISTMAS ELEC SUPP CONSTR	11/30/16	254548	77.00-
00001 IRBY, STUART C CO	S00909378.00	00165862 16001286 CREDIT FOR FREIGHT CHARGE	11/30/16	254548	4.50

IRBY, STUART C CO					
Sum					72.50-
00001 JOHNNY'S WRECKER SERVICE	31619	00165757 16001193 TOWING U#16009 STREET	11/30/16	254550	250.00-

JOHNNY'S WRECKER SERVICE

Sum							250.00-
00001 KRONOS INCORPORATED	11106003-2	00166136 16001297 KRONOS IMPLEMENTATION	11/30/16	254553		17,331.60-	-----

KRONOS INCORPORATED

Sum						17,331.60-
00001 LANCASTER'S MACHINE & WE 22907		00165484 16001269 WATER METER WRENCHES	11/30/16	254555		120.00-

LANCASTER'S MACHINE & WE

Sum						120.00-
00001 LINEBARGER GOGGAN BLAIR 11/15/2016		02017139 16001217 POLICE FINES COLL.FEE	11/30/16	254556		493.59-

LINEBARGER GOGGAN BLAIR

Sum						493.59-
00001 MAC PAPERS 38001 (A)		00165706 16001252 PAPER SUPP VARI DEPTS	11/30/16	254561		496.03-
00001 MAC PAPERS 380014		00165706 16001253 PAPER SUPP VARI DEPTS	11/30/16	254561		260.24-

MAC PAPERS

Sum						756.27-
00001 MCELHANEY PLUMBING INC 250045		00165580 16001156 PLUMB SUPP T DEPOT WTR LEAK	11/30/16	254564		154.10-

MCELHANEY PLUMBING INC

Sum						154.10-
00001 MCMULLAN EQUIPMENT CO 368173-C		00165635 16001124 REPRS U#17579 POLICE	11/30/16	254566		3,923.79-

MCMULLAN EQUIPMENT CO

Sum						3,923.79-
00001 MEDICAL ANALYSIS-GHV 10201		00166073 16001230 MGT/LAB/SERUMS 11/16 CLINIC	11/30/16	254567		32,757.66-

MEDICAL ANALYSIS-GHV

Sum						32,757.66-
00001 MID SOUTH UNIFORM & SUPP 554810		00165704 16001233 UNIFORM PANTS MURRAY POLICE	11/30/16	254568		65.00-

MID SOUTH UNIFORM & SUPP

Sum						65.00-
00001 MONTGOMERY, LATANDRA (RE DAMAGE DEP R 02017137 16001248 DAMAGE DEPOSIT REFUND			11/30/16	254571		300.00-

MONTGOMERY, LATANDRA (RE

Sum						300.00-
00001 MS DEPT OF INFORMATION T 90056694		00166117 16001256 KRONOS CONSULTANT SERVICES	11/30/16	254574		592.20-

MS DEPT OF INFORMATION T

Sum						592.20-
00001 MS MUNICIPAL LEAGUE 24609		00166033 16001158 MBRSHD DUES 10/16-9/17	11/30/16	254575		14,097.00-

MS MUNICIPAL LEAGUE

Sum						14,097.00-
00001 MS POLICE SUPPLY CO INC I-1219		00165709 16001122 HOLSTERS/CUFF/MAG CASES	11/30/16	254576		1,012.50-

MS POLICE SUPPLY CO INC

Sum						1,012.50-
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00001 MS POWER COMPANY	11/16 GENERA	00020174	16001279	MNTHLY ELEC-GENERAL	11/30/16	254577	98,767.82-

MS POWER COMPANY							
Sum							98,767.82-
00001 MS STATE DEVELOPMENT AUT GRANT#R-103-	02017120	16001107	HCL LEVERAGE LENDER LLC		11/21/16	111368	10,117.67-

MS STATE DEVELOPMENT AUT							
Sum							10,117.67-
00001 MS STATE/DEPT OF TRANSP	REG 11/29-12	00165887	16001267	REG 3 INDIV MDOT WORKSHOP	11/30/16	254578	450.00-

MS STATE/DEPT OF TRANSP							
Sum							450.00-
00001 MULTITECH OFFICE MACHINE	16110486	00165767	16001117	PRINTER SUPP INFO TECH	11/30/16	254580	739.60-
00001 MULTITECH OFFICE MACHINE	16110489	00165788	16001118	PRINTER SUPP INFO TECH	11/30/16	254580	1,344.50-

MULTITECH OFFICE MACHINE							
Sum							2,084.10-
00001 NAPA AUTO PARTS	554609	00166067	16001234	REPR PTS VARI FIRE UNITS/TOOL	11/30/16	254581	548.05-

NAPA AUTO PARTS							
Sum							548.05-
00001 NEWELL PAPER COMPANY	885558	00165847	16001140	COPY PAPER ENGR DEPT	11/30/16	254583	75.30-
00001 NEWELL PAPER COMPANY	884083	00165358	16001152	BLDG SUPP MUN COURT	11/30/16	254583	718.69-
00001 NEWELL PAPER COMPANY	885638	00165846	16001194	OFFICE SUPP ENGR DEPT	11/30/16	254583	223.25-

NEWELL PAPER COMPANY							
Sum							1,017.24-
00001 NORFOLK SOUTHERN CORP	90254301	00165999	16001146	12/16 LEASE RR ST PK LOT	11/30/16	254584	1,900.00-

NORFOLK SOUTHERN CORP							
Sum							1,900.00-
00001 OFFICE DEPOT INC	2004211894	00165460	16001121	OFFICE CHAIR CITY HALL POLICE	11/30/16	254585	249.99-

OFFICE DEPOT INC							
Sum							249.99-
00001 PALM PROPERTY DEVELOPMEN	MB#2014/198-	02017119	16001148	DL RENEWAL STATION LEASE PYMT	11/30/16	254587	1,100.00-

PALM PROPERTY DEVELOPMEN							
Sum							1,100.00-
00001 PARKER, ANDY (USE 83107-	PETTY CASH 1	00166128	16001288	PETTY CASH CEMETERY	11/30/16	254588	86.27-

PARKER, ANDY (USE 83107-							
Sum							86.27-
00001 PEARL RIVER VALLEY EPA (	11/16 GENERA	00020174	16001278	MNTHLY 11/16 PUBLIC SERVICES	11/30/16	254589	16.41-

PEARL RIVER VALLEY EPA (							
Sum							16.41-
00001 PINE BELT MENTAL HEALTHC	SEP-16	00166118	16001251	JAIL DIV GRANT 9/16	11/30/16	254591	1,424.41-

PINE BELT MENTAL HEALTHC							
Sum							1,424.41-

00001 PINE BELT OIL COMPANY IN 10435531	00165829 16001249 GAS FOR FUEL STATION	11/30/16	254592	6,946.68-

PINE BELT OIL COMPANY IN				
Sum				6,946.68-
00001 PUCKETT RENTS	575604-0001 00165784 16001130 REPRS U#19810 TRAFFIC	11/30/16	254601	697.00-

PUCKETT RENTS				
Sum				697.00-
00001 PYLE, MILLS & DYE PA	1292-0006M # 00166070 16001223 SRVS CITY OF PETAL VS CITY	11/30/16	254602	600.00-
00001 PYLE, MILLS & DYE PA	1292-0010M # 00166070 16001224 SRVS 2015 ANNEXATION	11/30/16	254602	3,642.90-
00001 PYLE, MILLS & DYE PA	1292-0011M # 00166070 16001225 SRVS SEWER CONTRACTS	11/30/16	254602	644.00-
00001 PYLE, MILLS & DYE PA	1292-0012M # 00166070 16001226 SRVS 2016 ANNEXATION	11/30/16	254602	46,006.13-
00001 PYLE, MILLS & DYE PA	1292-0013M # 00166070 16001227 SRVS PETAL 2016 ANNEXATION	11/30/16	254602	7,242.19-

PYLE, MILLS & DYE PA				
Sum				58,135.22-
00001 QUALITY ELECTRIC COMPANY 4569	00165586 16001136 ELEC SUPPLIES FOR SHOP	11/30/16	254603	532.10-

QUALITY ELECTRIC COMPANY				
Sum				532.10-
00001 RICOH CORP	22033707 00165982 16001112 COPIER 11/15-12/14 HUMAN RES	11/30/16	254605	221.67-
00001 RICOH CORP	5045379040 00165985 16001113 COPY OVERAGES 10/16 HUMAN RES	11/30/16	254605	118.09-

RICOH CORP				
Sum				339.76-
00001 RJ YOUNG COMPANY	INV1497421 00166050 16001154 COPIER 7/25-8/24 MUN COURT	11/30/16	254606	335.00-
00001 RJ YOUNG COMPANY	INV1611491 00166125 16001280 COPIER 10/6-11/5 PLANNING	11/30/16	254606	369.00-
00001 RJ YOUNG COMPANY	INV1628328 00166126 16001282 COPIER 10/28-11/27 FIRE DEPT	11/30/16	254606	194.00-
00001 RJ YOUNG COMPANY	INV1628327 00166131 16001287 COPIER 10/28-11/27 DETECTIVES	11/30/16	254606	492.00-

RJ YOUNG COMPANY				
Sum				1,390.00-
00001 ROBINSON ELECTRIC SUPPLY 2899-405269	00165776 16001284 CHRISTMAS LIGHT CLIPS CONSTR	11/30/16	254607	100.00-

ROBINSON ELECTRIC SUPPLY				
Sum				100.00-
00001 RODCO, LLC	11006 00166023 16001186 PLANS REVIEW INDIGO HOTEL	11/30/16	254608	1,282.00-

RODCO, LLC				
Sum				1,282.00-
00001 SACKS OUTDOOR SUPPLY	21310/21312 00165554 16001144 GEAR FOR ANIMAL CONTROL	11/30/16	254610	2,197.82-

SACKS OUTDOOR SUPPLY				
Sum				2,197.82-
00001 SCOTTS HYDRAULIC SERVICE 27544	00166009 16001198 REPRS U#20070 SANIT	11/30/16	254611	561.04-
00001 SCOTTS HYDRAULIC SERVICE 27585	00166026 16001285 HYD OIL U#18602 CEMETERY	11/30/16	254611	79.00-

SCOTTS HYDRAULIC SERVICE				
Sum				640.04-
00001 SIGNS FIRST	H-55827 00163823 16001114 DECAL RMVL U#14147 PLANNING	11/30/16	254616	173.25-

[illegible]

00001 UNITED PARCEL SERVICE IN 00008E1Y1546 00166016 16001178 SHIPPING CHGS POLICE DEPT	11/30/16	254638	1.55-

UNITED PARCEL SERVICE IN			
Sum			1.55-
00001 WAGE HOUR ASSESSMENTS AN CH1116-003 00166089 16001231 EXEMPT STATUS 10/27-11/14 -	11/30/16	254645	1,375.00-

WAGE HOUR ASSESSMENTS AN			
Sum			1,375.00-
00001 WAL-MART STORES INC 001790 00165389 16001250 TV MUN COURT CONFERENCE ROOM	11/30/16	254647	547.96-

WAL-MART STORES INC			
Sum			547.96-
00001 WASTE MANAGEMENT OF SOUT 0009449-2526 00166107 16001276 REFUSE DISPOSAL SANIT DEPT	11/30/16	254649	6,415.64-

WASTE MANAGEMENT OF SOUT			
Sum			6,415.64-
00001 WATCH GUARD VIDEO 4REINV000479 00162302 16001241 VIDEO SYSTEM	11/30/16	254650	9,535.00-
00001 WATCH GUARD VIDEO 4REINV000482 00162302 16001242 VIDEO SYSTEM	11/30/16	254650	126,595.00-

WATCH GUARD VIDEO			
Sum			136,130.00-
00001 WATERS INTERNATIONAL TRU 08P824284 00166036 16001238 REPR PTS U#16009 STREET	11/30/16	254651	78.73-

WATERS INTERNATIONAL TRU			
Sum			78.73-
00001 WATTS BROTHERS TRACTOR C 01-20628 00165534 16001137 REPR PTS U#16076 STREET	11/30/16	254653	139.83-

WATTS BROTHERS TRACTOR C			
Sum			139.83-
00001 WHEELER'S JANITORIAL SUP 038965 00165713 16001131 GARBAGE BAGS PUBLIC WORKS	11/30/16	254655	245.00-

WHEELER'S JANITORIAL SUP			
Sum			245.00-
00001 WILLMUT GAS & OIL COMPAN 11/16 GENERA 00020174 16001216 MNTHLY GAS-GENERAL	11/30/16	254657	143.52-

WILLMUT GAS & OIL COMPAN			
Sum			143.52-
00001 WORKWELL SERVICES (NEW V 30309 00165977 16001126 HAZ MAT TEAM PHYSICALS	11/30/16	254658	8,250.00-

WORKWELL SERVICES (NEW V			
Sum			8,250.00-

Sum			1,675,992.40-

CITY OF HATTIESBURG

DOCKET OF CLAIMS

PERIOD ENDING NOVEMBER 30, 2016

Date - 11/29/16

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
PARKS & RECREATION FUND							
00002 AGRI-AFC LLC	0246	00165371	16000219	GRASS SEED TATUM PARK	11/30/16	254469	320.00-
AGRI-AFC LLC							
Sum							320.00-
00002 ANDERSON RETAIL INC	123432	00164965	16000222	BLINDS REC OFFICE	11/30/16	254471	1,559.00-
ANDERSON RETAIL INC							
Sum							1,559.00-
00002 B S N SPORTS	98360125	00164862	16000224	BLEACHERS KAMPER TENNIS	11/30/16	254479	2,181.18-
B S N SPORTS							
Sum							2,181.18-
00002 BLUE DOLPHIN POOL	26931	00165568	16000249	PLUMB SUPP VETERANS PARK	11/30/16	254485	665.54-
BLUE DOLPHIN POOL							
Sum							665.54-
00002 CARQUEST AUTO PARTS STOR	14758-80049	00165949	16000250	RADIATOR U#9603	11/30/16	254490	173.41-
CARQUEST AUTO PARTS STOR							
Sum							173.41-
00002 CITY OF HATTIESBURG FUND	TRF 2ND 11/1	02017130	16000197	TRF 2ND 11/16 PAYROLL	11/21/16	311183	67,205.13-
CITY OF HATTIESBURG FUND							
Sum							67,205.13-
00002 ECONOMY SUPPLY CO	262864	00165943	16000227	BLDG MATLS REC OFFICE RACKS	11/30/16	254508	34.68-
ECONOMY SUPPLY CO							
Sum							34.68-
00002 ESTERS, WILLARD (BUTCH)	OFFICIAL 11/	02017133	16000201	OFFICIAL-ADULT SOFTBALL	11/30/16	254511	60.00-
ESTERS, WILLARD (BUTCH)							
Sum							60.00-
00002 EVERETT, RAYFORD	OFFICIAL 11/	02017133	16000202	OFFICIAL-ADULT SOFTBALL	11/30/16	254512	60.00-
EVERETT, RAYFORD							
Sum							60.00-
00002 G & K SERVICES	1035776989	00166080	16000235	MATS 10/31 GRNDS MAINT	11/30/16	254520	3.40-
00002 G & K SERVICES	1035779198	00166080	16000236	MATS 11/07 GRNDS MAINT	11/30/16	254520	3.40-
00002 G & K SERVICES	1035781388	00166080	16000237	MATS 11/14 GRNDS MAINT	11/30/16	254520	3.40-
00002 G & K SERVICES	1035783572	00166080	16000238	MATS 11/21 GRNDS MAINT	11/30/16	254520	3.40-
00002 G & K SERVICES	1035776988	00166080	16000239	UNIFORMSF 10/31 GRNDS MAINT	11/30/16	254520	109.91-
00002 G & K SERVICES	1035779197	00166080	16000240	UNIFORMS 11/07 GRNDS MAINT	11/30/16	254520	137.91-
00002 G & K SERVICES	1035781387	00166080	16000241	UNIFORMSF 11/14 GRNDS MAINT	11/30/16	254520	113.27-
00002 G & K SERVICES	1035783571	00166080	16000242	UNIFORMS 11/21 GRNDS MAINT	11/30/16	254520	113.27-

G & K SERVICES

Sum						487.96-
00002 GARNER LUMLEY ELECTRIC S 530818		00165786 16000244 ELEC SUPP VETERAN'S PARK	11/30/16	254523		100.00-

GARNER LUMLEY ELECTRIC S						
Sum						100.00-
00002 GILKEY ELECTRIC SUPPLY C 281860		00165582 16000245 ELEC SUPP TATUM SOCCER	11/30/16	254525		407.60-
00002 GILKEY ELECTRIC SUPPLY C 281863		00165582 16000246 ELEC SUPP TATUM SOCCER	11/30/16	254525		6.29-
00002 GILKEY ELECTRIC SUPPLY C 281910		00165582 16000247 ELEC SUPP TATUM SOCCER	11/30/16	254525		12.58-

GILKEY ELECTRIC SUPPLY C						
Sum						426.47-
00002 GILLILANDS ELECTRONICS S 63022		00164928 16000225 PHONE PACKAGE REC OFFICE	11/30/16	254526		3,248.00-
00002 GILLILANDS ELECTRONICS S 63023		00165163 16000231 RELOCATE SEC CAMERA REC OFFC	11/30/16	254526		500.00-
00002 GILLILANDS ELECTRONICS S 63044		00165952 16000248 SECURITY CAMERA REC OFFICE	11/30/16	254526		700.00-

GILLILANDS ELECTRONICS S						
Sum						4,448.00-
00002 GRAINGER	9268863108	00165547 16000211 MOTOR CITY HALL FOUNTAIN	11/30/16	254527		1,293.00-
00002 GRAINGER	9273965807	00165675 16000213 PUMPS CITY HALL FOUNTAIN	11/30/16	254527		2,254.00-

GRAINGER						
Sum						3,547.00-
00002 H'BURG ARTS COUNCIL	2016-20	00165957 16000198 2017 CONTRACT	11/30/16	254530		20,760.00-

H'BURG ARTS COUNCIL						
Sum						20,760.00-
00002 HAVARD PEST CONTROL INC	1052978	02017140 16000243 SRV 11/16 MAINT BLDG	11/30/16	254539		48.00-

HAVARD PEST CONTROL INC						
Sum						48.00-
00002 INDOFF INC	2877568	00165563 16000216 CHAIR MATS/COMPUTER SUPP	11/30/16	254544		455.90-

INDOFF INC						
Sum						455.90-
00002 IRBY, STUART C CO	S009883267.0	00165583 16000215 ELEC SUPP TATUM SOCCER	11/30/16	254548		815.00-
00002 IRBY, STUART C CO	S009901674.0	00165787 16000230 ELEC SUPP VETERAN'S PARK	11/30/16	254548		369.54-
00002 IRBY, STUART C CO	S009883267.0	00165583 16000255 ELEC SUPP TATUM SOCCER	11/30/16	254548		815.00-

IRBY, STUART C CO						
Sum						1,999.54-
00002 JONES, ANN	PETTY CASH 1	00166079 16000217 PETTY CASH GRNDS MAINT	11/30/16	254551		213.03-

JONES, ANN						
Sum						213.03-
00002 KETTLEY, ANNETTE	SPORTS SERVS	02017132 16000207 SPORTS SUPPORT SERVICES	11/30/16	254552		24.00-

KETTLEY, ANNETTE						
Sum						24.00-
00002 MATTOX, QENTELLER L	OFFICIAL 11/	02017133 16000203 OFFICIAL-ADULT SOFTBALL	11/30/16	254562		60.00-

Sum								60.00-
00002 MCELHANEY PLUMBING INC	250642		00165942 16000228 BLDG MALTS REC OFFICE RACKS	11/30/16	254564		123.15-	

MCELHANEY PLUMBING INC								
Sum							123.15-	
00002 MITCHELL TOOL SALES & SE 96729			00165953 16000223 PAINT MIXER	11/30/16	254569		214.00-	

MITCHELL TOOL SALES & SE								
Sum							214.00-	
00002 MOORE'S LOCK AND KEY LLC 21832			00165119 16000229 REPR DOOR LOCK TATUM SOCCER	11/30/16	254572		120.00-	

MOORE'S LOCK AND KEY LLC								
Sum							120.00-	
00002 MS POWER COMPANY	11/16 PKS/RE	00020174	16000253 MNTHLY ELEC-PARKS & REC	11/30/16	254577		11,646.29-	

MS POWER COMPANY								
Sum							11,646.29-	
00002 NEEL-SCHAFFER INC	1040985-15-1	00154569	16000234 SITE TEST E HARDY ST PARK	11/30/16	254582		242.90-	

NEEL-SCHAFFER INC								
Sum							242.90-	
00002 OFFICE DEPOT INC	2001857018	00165512	16000226 PACKING MATLS GRNDS OFFC MOVE	11/30/16	254585		161.10-	

OFFICE DEPOT INC								
Sum							161.10-	
00002 PHILLIPS BARK PROCESSING 117149			00165454 16000220 MULCH CITY WIDE USE	11/30/16	254590		1,410.00-	

PHILLIPS BARK PROCESSING								
Sum							1,410.00-	
00002 PINE BELT PORTABLE TOILE	00002959D162	00165091	16000232 PORTALETs 10-12/16 TOWN SQ PK	11/30/16	254593		1,050.00-	

PINE BELT PORTABLE TOILE								
Sum							1,050.00-	
00002 POWELL, RANDY	SPORTS SERVS	02017132	16000208 SPORTS SUPPORT SERVICES	11/30/16	254599		32.00-	

POWELL, RANDY								
Sum							32.00-	
00002 SHERWIN-WILLIAMS COMPANY 5592-0			00165861 16000214 FLD MARK PAINT TATUM SOCCER	11/30/16	254613		774.00-	

SHERWIN-WILLIAMS COMPANY								
Sum							774.00-	
00002 SMITH, CARLTON L	OFFICIAL 11/	02017133	16000204 OFFICIAL-ADULT SOFTBALL	11/30/16	254617		60.00-	

SMITH, CARLTON L								
Sum							60.00-	
00002 SOUTH MS ART ASSN (SMAA) 2016-19			00165956 16000199 2016 CONTRACT	11/30/16	254620		13,000.00-	

SOUTH MS ART ASSN (SMAA)								
Sum							13,000.00-	
00002 SOUTHERN ON SITE STORAGE 53680			00164153 16000254 PORTALETs MOBILE ST FESTIVAL	11/30/16	254622		900.00-	

[illegible]

Date - 11/29/16

Vendor

Invoice
Number

Purchase Order

Claims
Number

Item	Description
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Check
Date

Check
No.

Check
Amount

SPECIAL STREET IMPR.FUND

00008 WARREN PAVING INC

812186

00164070

16000001

TATUM PK ACCESS ROAD/PARKING

11/30/16

254648

110,946.52-

WARREN PAVING INC

Sum

110,946.52-

Sum

110,946.52-

CITY OF HATTIESBURG

DOCKET OF CLAIMS

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Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER & SEWER OPERATION/MAINT.							
00009 BONNER ANALYTICAL TESTIN	62029	00165968	16000237	TESTS 11/16 N&S LAGOONS	11/30/16	254487	284.25-
00009 BONNER ANALYTICAL TESTIN	62069	00165979	16000238	NPDES MONITORING 11/16	11/30/16	254487	885.82-

BONNER ANALYTICAL TESTIN							
Sum							1,170.07-
00009 CARQUEST AUTO PARTS STOR	14758-78787	00165387	16000240	REPR PTS U#14715 TRANS	11/30/16	254490	48.87-
00009 CARQUEST AUTO PARTS STOR	14758-79505	00165719	16000242	REPR PTS U#130161 SEWER	11/30/16	254490	240.06-

CARQUEST AUTO PARTS STOR							
Sum							288.93-
00009 CASABLANCA CONSTRUCTION	APPL #4	00166049	16000243	WAREHOUSE WTR PLT #2	11/30/16	254491	58,162.80-

CASABLANCA CONSTRUCTION							
Sum							58,162.80-
00009 CINTAS CORPORATION #J66	5006561310	00165630	16000231	WORK GLOVES FACE SHIELDS	11/30/16	254492	575.26-

CINTAS CORPORATION #J66							
Sum							575.26-
00009 CINTAS FIRST AID J71	5006561322	00165845	16000234	FIRST AID SUPP WTR PLANT	11/30/16	254493	329.04-

CINTAS FIRST AID J71							
Sum							329.04-
00009 CITY OF HATTIESBURG FUND	TRF 2ND 11/1	02017130	16000228	TRF 2ND 11/16 PAYROLL	11/21/16	21987	115,672.42-

CITY OF HATTIESBURG FUND							
Sum							115,672.42-
00009 DIXIE COMMUNITY UTILITY	SEWER BILLIN	00166001	16000229	SEWER BILLING 10/16	11/30/16	254505	387.00-

DIXIE COMMUNITY UTILITY							
Sum							387.00-
00009 G & K SERVICES	1035783573	00166065	16000254	UNIFORMSF 11/21 TRANS	11/30/16	254520	59.21-
00009 G & K SERVICES	1035783577	00166065	16000255	MOP/MAT 11/21 PLANT	11/30/16	254520	14.40-
00009 G & K SERVICES	1035783576	00166065	16000256	UNIFORMS 11/21 PLANT	11/30/16	254520	54.41-
00009 G & K SERVICES	1035783574	00166065	16000257	UNIFORMS 11/21 SEWER	11/30/16	254520	54.60-
00009 G & K SERVICES	1035783575	00166065	16000258	UNIFORMS 11/21 LAGOON	11/30/16	254520	17.90-

G & K SERVICES							
Sum							200.52-
00009 GARNER LUMLEY ELECTRIC S	530698	00165695	16000244	TOOLS LAGOONS	11/30/16	254523	121.99-
00009 GARNER LUMLEY ELECTRIC S	530563	00165588	16000245	ELEC SUPP TATUM #2 LIFT STA	11/30/16	254523	69.42-

GARNER LUMLEY ELECTRIC S							
Sum							191.41-
00009 GROVER BROS RESTAURANT &	12779	00165405	16000239	ICE MAKER WTR BILLING	11/30/16	254528	2,100.00-

GROVER BROS RESTAURANT & Sum						2,100.00-
00009 JET CONSTRUCTION	2192	00165763 16000235 CLAY GRAVEL WTR PLANT	11/30/16	254549	1,875.00-	
JET CONSTRUCTION Sum						1,875.00-
00009 L & A CONTRACTING CO	483-069	00166044 16000246 AERATOR MNT 11/7-18 LAGOONS	11/30/16	254554	38,949.98-	
L & A CONTRACTING CO Sum						38,949.98-
00009 LANCASTER'S MACHINE & WE	22843	00163848 16000236 REPRS U#18588/13803 SEWER	11/30/16	254555	800.00-	
LANCASTER'S MACHINE & WE Sum						800.00-
00009 MAC PAPERS	380011(B)	00165706 16000259 PAPER SUPP WTR BILLING	11/30/16	254561	753.80-	
MAC PAPERS Sum						753.80-
00009 MAULDIN COMPANY	40092	00164178 16000232 REPR PTS U#12486 TRANS	11/30/16	254563	1,244.60-	
MAULDIN COMPANY Sum						1,244.60-
00009 MORGAN, C J INC	2016094	00166048 16000241 MNTHLY REPRS VARI LOCATIONS	11/30/16	254573	133,620.32-	
MORGAN, C J INC Sum						133,620.32-
00009 MS POWER COMPANY	11/16 W&SO&M	00020174 16000261 MNTHLY ELEC-W&SO&M	11/30/16	254577	36,365.11-	
MS POWER COMPANY Sum						36,365.11-
00009 OFFICE DEPOT INC	2004211895	00165722 16000233 PRINTER SUPP WTR PLANT	11/30/16	254585	201.31-	
OFFICE DEPOT INC Sum						201.31-
00009 PEARL RIVER VALLEY EPA (	11/16 W&SO&M	00020174 16000260 MNTHLY 11/16 PUBLIC SERVICES	11/30/16	254589	50.00-	
PEARL RIVER VALLEY EPA (Sum						50.00-
00009 RAWLS SPRINGS UTILITY DI	SEWER BILLIN	00166002 16000230 SEWER BILLING 10/16	11/30/16	254604	178.00-	
RAWLS SPRINGS UTILITY DI Sum						178.00-
00009 SOUTHERN PINE ELECTRIC P	11/16 W&SO&M	00020174 16000247 MNTHLY 11/16 PUBLIC SERVICES	11/30/16	254623	863.36-	
SOUTHERN PINE ELECTRIC P Sum						863.36-
00009 STANDARD OFFICE SUPPLY C	0056148-001	00165913 16000249 OFFICE SUPP WTR PLT	11/30/16	254626	75.96-	
00009 STANDARD OFFICE SUPPLY C	0060157-001	00165966 16000250 LOG BOOKS PLANT OPERATORT	11/30/16	254626	170.88-	
STANDARD OFFICE SUPPLY C Sum						246.84-

00009 WATKINS & EAGAR	375400	00166090 16000251 SRV 11/16 ABRAMS/HBG INTEGRTY	11/30/16	254652	585.00-
00009 WATKINS & EAGAR	375399	00166090 16000252 SRV 11/16 GULF RESTORA NETWRK	11/30/16	254652	25,129.89-
00009 WATKINS & EAGAR	375401	00166090 16000253 SRV 11/16 GRNDWORX/THOMAS	11/30/16	254652	11,751.27-

WATKINS & EAGAR					
Sum					
					37,466.16-
00009 WATTS BROTHERS TRACTOR C 01-14296		00160895 16000262 VARI PINS LAGOONS	11/30/16	254653	225.00-

WATTS BROTHERS TRACTOR C					
Sum					
					225.00-
00009 WILLMUT GAS & OIL COMPAN 11/16 W&SO&M 00020174 16000248 MNTHLY GAS-W&SO&M			11/30/16	254657	12.50-

WILLMUT GAS & OIL COMPAN					
Sum					
					12.50-

Sum					
					431,929.43-

CITY OF HATTIESBURG

DOCKET OF CLAIMS

PERIOD ENDING NOVEMBER 30, 2016

Date - 11/29/16

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER & SEWER FUND							
00011 ARINDER, HERBERT	METER DEP RF	02017122	16000139	METER DEP RFD	11/30/16	254473	.20-
ARINDER, HERBERT							
Sum							.20-
00011 AVALOS, MINERVA1	METER DEP RF	02017122	16000143	METER DEP RFD	11/30/16	254477	75.00-
AVALOS, MINERVA1							
Sum							75.00-
00011 BEECH, JANET	METER DEP RF	02017122	16000158	METER DEP RFD	11/30/16	254481	75.00-
BEECH, JANET							
Sum							75.00-
00011 CIRCLE K INC	METER DEP RF	02017122	16000149	METER DEP RFD	11/30/16	254494	75.00-
CIRCLE K INC							
Sum							75.00-
00011 COLLINS, ELISA P	METER DEP RF	02017122	16000148	METER DEP RFD	11/30/16	254496	43.00-
COLLINS, ELISA P							
Sum							43.00-
00011 DAWKINS, ANDREW	METER DEP RF	02017122	16000161	METER DEP RFD	11/30/16	254502	26.00-
DAWKINS, ANDREW							
Sum							26.00-
00011 EBG ENTERPRISES	METER DEP RF	02017122	16000154	METER DEP RFD	11/30/16	254507	26.00-
EBG ENTERPRISES							
Sum							26.00-
00011 FIELDS, THOMAS LLC	METER DEP RF	02017122	16000159	METER DEP RFD	11/30/16	254514	26.00-
FIELDS, THOMAS LLC							
Sum							26.00-
00011 FLOYD, TIMOTHY	METER DEP RF	02017122	16000145	METER DEP RFD	11/30/16	254515	8.64-
FLOYD, TIMOTHY							
Sum							8.64-
00011 GARNER, JULIA K	METER DEP RF	02017122	16000167	METER DEP RFD	11/30/16	254524	19.44-
GARNER, JULIA K							
Sum							19.44-
00011 HALLMAN PROPERTY A	METER DEP RF	02017122	16000153	METER DEP RFD	11/30/16	254534	75.00-
HALLMAN PROPERTY A							
Sum							75.00-
00011 HALLMAN PROPERTYC	METER DEP RF	02017122	16000169	METER DEP RFD	11/30/16	254535	75.00-

HALLMAN PROPERTYC

Sum							75.00-
00011 HERRING, JEREMY	METER DEP RF 02017122 16000142	METER DEP RFD	11/30/16	254540			45.20-

HERRING, JEREMY							45.20-
Sum							75.00-
00011 LONDON & STETELMAN	METER DEP RF 02017122 16000168	METER DEP RFD	11/30/16	254558			75.00-

LONDON & STETELMAN							75.00-
Sum							75.00-
00011 LYKENS, FAITH L	METER DEP RF 02017122 16000140	METER DEP RFD	11/30/16	254559			75.00-

LYKENS, FAITH L							75.00-
Sum							31.32-
00011 MCGHEE, PATRICK J	METER DEP RF 02017122 16000138	METER DEP RFD	11/30/16	254565			31.32-

MCGHEE, PATRICK J							31.32-
Sum							26.00-
00011 MITRA, RATNA OLIVER	METER DEP RF 02017122 16000160	METER DEP RFD	11/30/16	254570			26.00-

MITRA, RATNA OLIVER							26.00-
Sum							40.00-
00011 PINE CREEK 21	METER DEP RF 02017122 16000166	METER DEP RFD	11/30/16	254594			40.00-

PINE CREEK 21							40.00-
Sum							40.00-
00011 PINE CREEK 25	METER DEP RF 02017122 16000164	METER DEP RFD	11/30/16	254595			40.00-

PINE CREEK 25							40.00-
Sum							40.00-
00011 PINE CREEK 26	METER DEP RF 02017122 16000165	METER DEP RFD	11/30/16	254596			40.00-

PINE CREEK 26							40.00-
Sum							40.00-
00011 PINE CREEK 4	METER DEP RF 02017122 16000162	METER DEP RFD	11/30/16	254597			40.00-

PINE CREEK 4							40.00-
Sum							40.00-
00011 PINE CREEK 6	METER DEP RF 02017122 16000163	METER DEP RFD	11/30/16	254598			40.00-

PINE CREEK 6							40.00-
Sum							19.44-
00011 PRITCHETT, BRADLEY	METER DEP RF 02017122 16000144	METER DEP RFD	11/30/16	254600			19.44-

PRITCHETT, BRADLEY							19.44-
Sum							26.00-
00011 RYALS, TERRY	METER DEP RF 02017122 16000146	METER DEP RFD	11/30/16	254609			26.00-

RYALS, TERRY							26.00-
Sum							

00011 SHEMPER, JENNIFER I	METER DEP RF 02017122 16000147 METER DEP RFD	11/30/16	254612	23.00-

SHEMPER, JENNIFER I				23.00-
Sum				75.00-
00011 SHOEMAKER LLC	METER DEP RF 02017122 16000156 METER DEP RFD	11/30/16	254614	75.00-

SHOEMAKER LLC				75.00-
Sum				16.32-
00011 SHOEMAKER 701	METER DEP RF 02017122 16000151 METER DEP RFD	11/30/16	254615	16.32-

SHOEMAKER 701				16.32-
Sum				75.00-
00011 SMITH, SHAQUETA	METER DEP RF 02017122 16000141 METER DEP RFD	11/30/16	254618	75.00-

SMITH, SHAQUETA				75.00-
Sum				41.88-
00011 TRUSTMARK LLC	METER DEP RF 02017122 16000155 METER DEP RFD	11/30/16	254635	41.88-

TRUSTMARK LLC				41.88-
Sum				16.12-
00011 VARNADO, KHADJAIH	METER DEP RF 02017122 16000150 METER DEP RFD	11/30/16	254641	16.12-

VARNADO, KHADJAIH				16.12-
Sum				16.32-
00011 WAGNER, WILLIE	METER DEP RF 02017122 16000157 METER DEP RFD	11/30/16	254646	16.32-

WAGNER, WILLIE				16.32-
Sum				16.32-
00011 WESTFIELD, SHARON1	METER DEP RF 02017122 16000152 METER DEP RFD	11/30/16	254654	16.32-

WESTFIELD, SHARON1				16.32-
Sum				16.32-

Sum				1,302.20-

Date - 11/29/16

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
TAX COLLECTOR'S FUND							
00027 H'BURG PUBLIC SCHOOLS	11/16 MILLAG	02017136	16000020	11/16 MILLAGE DIST 12/16	11/23/16	311186	114,478.79-
00027 H'BURG PUBLIC SCHOOLS	11/16 MILLAG	02017136	16000021	11/16 MILLAGE DIST 12/16	11/23/16	311187	15,359.31-

H'BURG PUBLIC SCHOOLS							
Sum							129,838.10-

Sum							129,838.10-

Date - 11/29/16

Vendor

Invoice
Number

Purchase Order

Claims
Number

Item	Description
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Check
Date

Check
No.

Check
Amount

MUNICIPAL ROAD & BRIDGE
00072 JET CONSTRUCTION

EST #7

00166043

1600002'

CONSTR LL TRACE PHASE III

11/30/16

254549

57,059.74-

JET CONSTRUCTION
Sum

57,059.74-

Sum

57,059.74-

CITY OF HATTIESBURG DOCKET OF CLAIMS PERIOD ENDING NOVEMBER 30, 2016					Date	- 11/29/16	
Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
COMMUNITY CENTERS' FUND							
00077 BALL, MARLO (REFUNDS)	CE ROY CENTE	02017138	16000082	DAMAGE DEPOSIT REFUND	11/30/16	254480	100.00-

BALL, MARLO (REFUNDS)							
Sum							100.00-
00077 BESTER, SHIRLEY (REFUND)	CE ROY CENTE	02017138	16000085	DAMAGE DEPOSIT REFUND	11/30/16	254483	100.00-

BESTER, SHIRLEY (REFUND)							
Sum							100.00-
00077 CITY OF HATTIESBURG FUND	TRF 2ND 11/1	02017130	16000070	TRF 2ND 11/16 PAYROLL	11/21/16	311183	23,520.67-

CITY OF HATTIESBURG FUND							
Sum							23,520.67-
00077 FERGUSON ENTERPRISES INC	6249065	00165752	16000087	WATER COOLER MCNAIR CENTER	11/30/16	254513	625.68-

FERGUSON ENTERPRISES INC							
Sum							625.68-
00077 GAINES, AUBREE (REFUNDS)	CULTURAL CEN	02017138	16000080	DAMAGE DEPOSIT REFUND	11/30/16	254521	250.00-

GAINES, AUBREE (REFUNDS)							
Sum							250.00-
00077 HATTIESBURG PINEBELT PAG	SHERRILL CEN	02017138	16000081	DAMAGE DEPOSIT REFUND	11/30/16	254538	100.00-

HATTIESBURG PINEBELT PAG							
Sum							100.00-
00077 LITTLE, LINDA (REFUND)	SIGLER CENTE	02017138	16000083	DAMAGE DEPOSIT REFUND	11/30/16	254557	100.00-

LITTLE, LINDA (REFUND)							
Sum							100.00-
00077 LYON REFRIGERATION A/C H	012523	00166010	16000074	REFRIGERATION REPR SHERRILL	11/30/16	254560	226.50-
00077 LYON REFRIGERATION A/C H	012534	00166011	16000075	REFRIGERATION REPR SHERRILL	11/30/16	254560	220.00-
00077 LYON REFRIGERATION A/C H	012547(A)	00166012	16000076	REFRIGERATION REPR SHERRILL	11/30/16	254560	37.65-
00077 LYON REFRIGERATION A/C H	012547(B)	00166038	16000077	ADDL AMT DUE PO#166012	11/30/16	254560	180.00-

LYON REFRIGERATION A/C H							
Sum							664.15-
00077 MCELHANEY PLUMBING INC	250747	00166013	16000079	PLUMB SUPP SIGLER CNTR	11/30/16	254564	99.95-

MCELHANEY PLUMBING INC							
Sum							99.95-
00077 MS POWER COMPANY	11/17 COMM C	00020174	16000088	MNTHLY ELEC-COMM CNTRS	11/30/16	254577	2,616.22-

MS POWER COMPANY							
Sum							2,616.22-
00077 MT CARMEL BAPTIST CHURCH	CE ROY CENTE	02017138	16000086	DAMAGE DEPOSIT REFUND	11/30/16	254579	100.00-

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CITY OF HATTIESBURG

DOCKET OF CLAIMS

Date

- 11/29/16

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Vendor

Invoice
NumberPurchase
OrderClaims
NumberItem
DescriptionCheck
DateCheck
No.Check
Amount

COMMUNITY DEVELOP. BLOCK GRANT

00082 CITY OF HATTIESBURG FUND TRF 2ND 11/1 02017130 16000031 TRF 2ND 11/16 PAYROLL

11/21/16

311185

7,285.19-

CITY OF HATTIESBURG FUND

Sum

7,285.19-

Sum

7,285.19-

Date - 11/29/16

Check
Amount

352.89-

352.89-

352.89-

2,619,978.03-