

City of Hattiesburg, MS

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



Meeting Agenda

Tuesday, August 21, 2012

4:00 PM

**Ad Valorem Tax Levies and Budgets of the City of Hattiesburg for
Fiscal Year Ending September 30, 2013**

Council Chambers

City Council - Public Hearing

PURPOSE: Hold public hearing to receive citizen comment on the initial projects of the ad valorem tax levies and budgets of the City of Hattiesburg for the fiscal year ending September 30, 2013.

2012-1059

Hold public hearing to receive citizen comment on the initial projections of the ad valorem tax levies and budgets of the City of Hattiesburg for the fiscal year ending September 30, 2013.

PROCEDURE-Council President

1. Presentation of initial budgets for the Fiscal Year beginning October 1, 2012 and ending September 30, 2013.

2012-1073

Presentation of initial budgets for the Fiscal Year beginning October 1, 2012 and ending September 30, 2013.

Attachments:

FY13 Pub.Hearing Presentation

2. Citizen Comments



City of Hattiesburg, MS

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

Master

File Number: 2012-1059

File ID: 2012-1059

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 08/15/2012

Brief Title: Public Hearing-COH tax levies and budgets for fiscal year ending September 30, 2013.

Final Action:

Minute Book Number:

Title:

Hold public hearing to receive citizen comment on the initial projections of the ad valorem tax levies and budgets of the City of Hattiesburg for the fiscal year ending September 30, 2013.

Notes:

Sponsors:

Enactment Date:

Attachments:

Enactment Number:

Contact:

Meeting Date:

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council - Public Hearing	08/21/2012					

Text of Legislative File 2012-1059

Title

Hold public hearing to receive citizen comment on the initial projections of the ad valorem tax levies and budgets of the City of Hattiesburg for the fiscal year ending September 30, 2013.

Summary

Public Hearing-COH tax levies and budgets for fiscal year ending September 30, 2013.

Budget Information

Expenditure Type

Purchasing Item

Publication Information



City of Hattiesburg, MS

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

Master

File Number: 2012-1073

File ID: 2012-1073

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 08/21/2012

Brief Title: Presentation of initial budgets for the Fiscal Year beginning October 1, 2012 and ending September 30, 2013.

Final Action:

Minute Book Number: MB 2012-1/279-281

Title:

Presentation of initial budgets for the Fiscal Year beginning October 1, 2012 and ending September 30, 2013.

Notes:

Sponsors:

Enactment Date:

Attachments: FY13 Pub.Hearing Presentation

Enactment Number:

Contact:

Meeting Date: 08/21/2012

Drafter: Connie Everett

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council - Public Hearing	08/21/2012					

Text of Legislative File 2012-1073

Title

Presentation of initial budgets for the Fiscal Year beginning October 1, 2012 and ending September 30, 2013.

Summary

Presentation of initial budgets for the Fiscal Year beginning October 1, 2012 and ending September 30, 2013.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CITY OF HATTIESBURG

FY 2013 BUDGET
COMPILATION

PUBLIC HEARING
AUGUST 21, 2012

BUDGET COMPARISON

FY 2012

General	50,624,410
Spec.Rev.	19,642,905
Cap.Proj.	4,895,956
Debt Svc.	7,062,131
Water/Swr	52,573,031
Total	134,798,433
Transfers	-16,156,099
Total	118,642,334

FY 2013 ESTIMATED

General	45,689,486
Spec.Rev.	20,097,030
Cap.Proj.	529,507
Debt Svc.	5,494,508
Water/Swr	38,687,026
Total	110,497,557
Transfers	-17,341,464
Total	93,032,693

Special Revenue Funds Include:

■ Parks & Recreation	3,100,967
■ Municipal Fire Protection	712,361
■ Special Street Improvements	261,000
■ Police Forfeitures	250,000
■ Airport Improvement	1,413,440
■ Municipal Road & Bridge	9,992,277
■ Mass Transit	1,389,808
■ Community Centers	1,003,109
■ CDBG	1,974,068

Capital Projects Funds Include:

■ Kamper Park Improvements	100,000
■ AMR Water Meter Project	200,000
■ 2001 Bond Construction	187,300
■ MDB Capital Projects	42,207

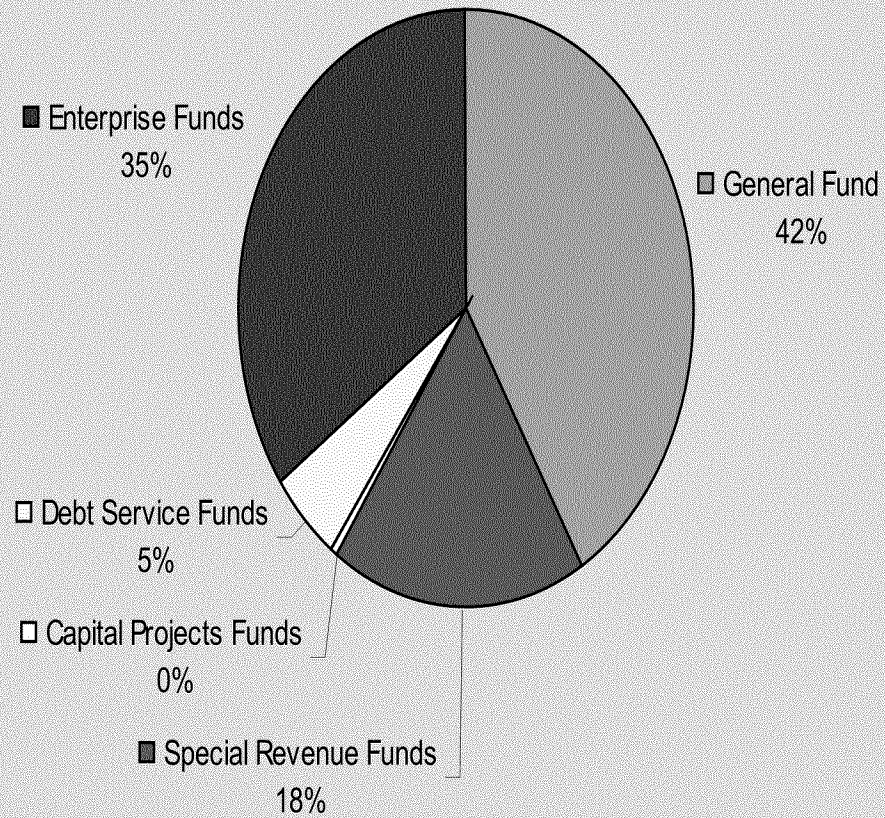
Debt Service Funds Include:

■ Municipal Bonds & Interest	4,059,102
■ Walmart TIF Bonds	66,200
■ Southern Pointe TIF Bonds	90,075
■ Chauvet Square TIF Bonds	194,210
■ Home Depot TIF Bonds	84,345
■ Lincoln Center TIF Bonds	54,700
■ Kohl's TIF Bonds	93,000
■ Turtle Creek Crossing TIF Bonds	439,776
■ USA Yeast Bonds	413,100

Water/Sewer Enterprise Funds:

■ Revenue Fund	14,766,500
■ Operation & Maintenance	7,929,839
■ Bonds & Interest	3,312,825
■ Construction	2,703,153
■ 2010 Bond Construction	868,299
■ 2012 Bond Construction	9,106,410

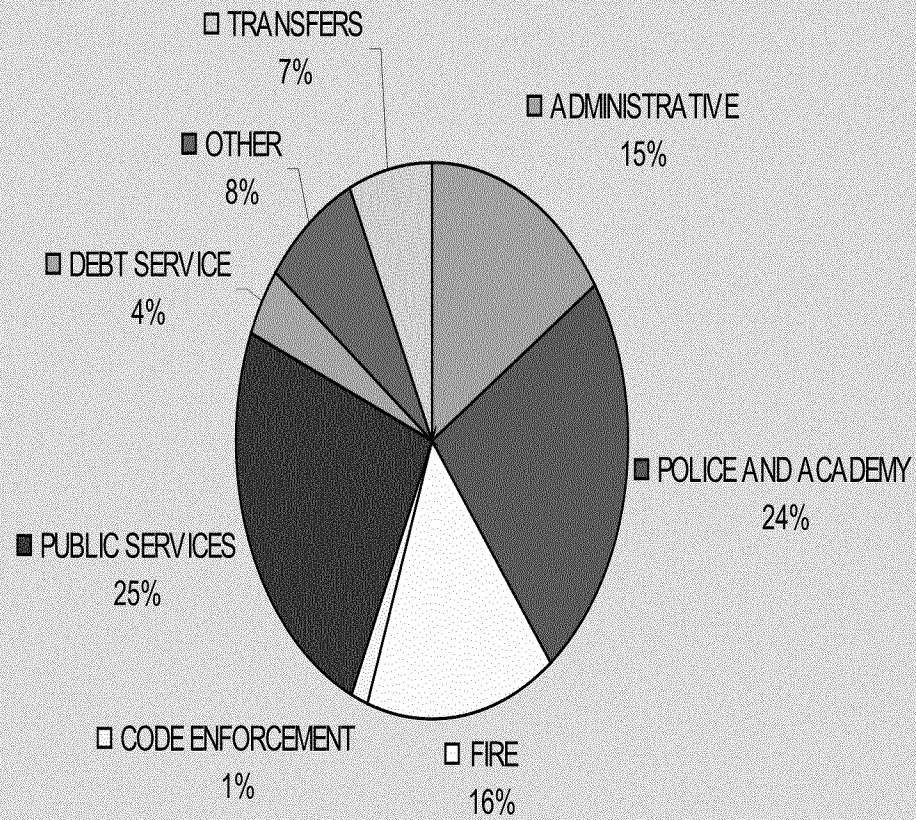
CITY OF HATTIESBURG FISCAL YEAR 2013



General Fund Budget Breakdown by Function:

	FY 2012	FY 2013
■ Administrative	7,638,598	7,032,899
■ Police & Academy	11,965,527	11,040,322
■ Fire	7,227,102	7,150,808
■ Code Enforcement	614,635	614,173
■ Public Services	11,466,256	11,216,273
■ Debt Service	1,742,285	1,809,325
■ Other	6,003,191	3,560,052
■ Transfers to Other Funds	3,966,816	3,142,234

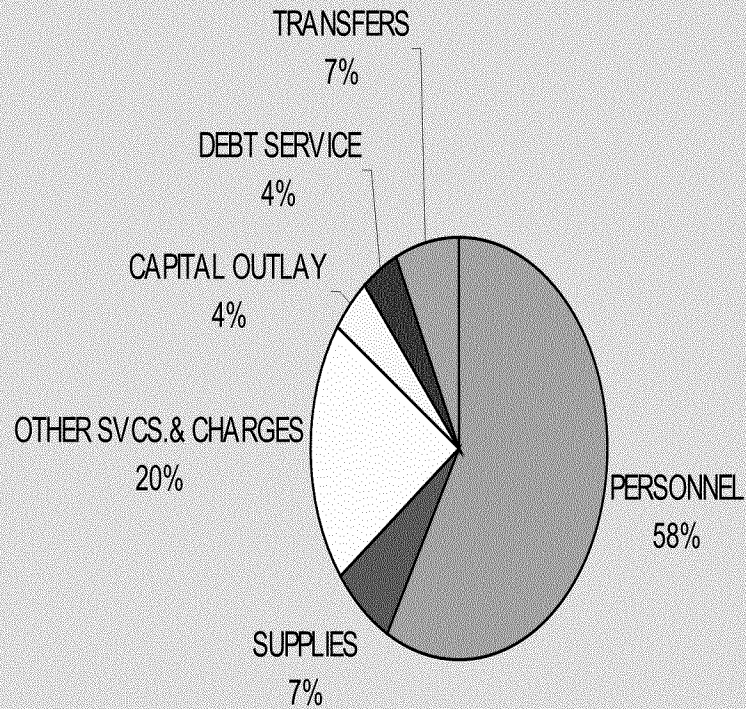
GENERAL FUND BUDGET DISTRIBUTION BY FUNCTION - FY 2013



General Fund Budget Breakdown by Spending Category:

■ Personnel	26,430,536
■ Supplies	3,076,930
■ Other Services & Charges	9,101,776
■ Capital Outlay	2,005,285
■ Debt Service	1,809,325
■ Transfers	3,142,234

GENERAL FUND EXPENDITURES BY SPENDING CATEGORY FY 2013



Short-Term Budget Concerns to be Addressed:

- Building General Fund cash reserves to an end-of-fiscal year level of \$4M
- Reducing expenses to achieve desired cash reserves when growth in sales tax revenue is stagnant

Long-Term Budget Concerns to be Addressed:

- Maintaining adequate end-of-year cash balance in General Fund to cover routine expenses and allow for emergency situations
 - Replacing aging equipment
 - Repairing infrastructure – water lines, sewer lines, streets, lighting
-

How do we address these concerns?

- Hiring freeze
 - Close monitoring of essential expenditures
 - Seek grant funds with minimal or no local match for capital projects
 - Refinance debt to secure lower interest rate
 - Lease purchase financing of equipment
 - Reduced the number of employees taking city vehicles home
-

Comparison of General Fund

FY 2012(as adopted in
September 2011)

FY 2013 (proposed)

Revenues 48,402,029

48,412,116

Expenses 46,265,437

45,566,036

Ending Cash 2,136,592

2,846,030

Current Tax Levy:

■ General Fund	31.00 mills	
■ Parks & Recreation	2.00 mills	
■ Library	1.95 mills	
■ Municipal Bonds & Int.	7.15 mills	
■ Police/Fire Retirement	4.82 mills	
■ Mass Transit	.50 mills	
■ Total City Mills		47.42 mills
■ School District Maintenance	57.23 mills	
■ School Bonds & Int.	5.32 mills	
■ School Shortfall Note	.76 mills	
■ Total School Mills		63.31 mills
■ Total Levy		110.73 mills

Estimated Tax Levy:

■ General Fund	32.65 mills	
■ Parks & Recreation	2.00 mills	
■ Library	1.95 mills	
■ Municipal Bonds & Int.	7.00 mills	
■ Police/Fire Retirement	3.82 mills	
■ Mass Transit	.50 mills	
■ Total City Mills		47.92 mills
■ School District Maintenance	58.50 mills	
■ School Bonds & Interest	6.71 mills	
■ School Shortfall Note	1.02 mills	
■ Total School Mills		66.23 mills
■ Total Levy		114.15 mills

Tax Levy Calculation:

1 mill = $1/1000$ x assessed valuation

For example: a home is appraised on the tax roll at \$100,000. Realty taxes are paid on 10% of that value. The assessed value of the home is \$10,000.

$\$10,000 \times 110.73 \text{ mills} = \$1,107.30 \text{ tax}$

Tax Levy Calculation:

If the tax levy increases to 114.15 mills, the tax would now be

$$\text{\$10,000} \times 114.15 \text{ mills} = \text{\$1,141.50}$$

Additional tax on the home would be \$34.20

City of Hattiesburg, MS

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Meeting Agenda

Tuesday, August 21, 2012

4:30 PM

Council Chambers

City Council

I. Call to Order**II. Call to Prayer and Pledge of Allegiance****III. Agenda Order****V. PRESENTATION AGENDA****VI. POLICY AGENDA**

- VI.-1** 2012-1050 Adopt Resolution levying ad valorem taxes on all of the taxable property within the City of Hattiesburg, Mississippi, for the purpose of raising revenue for said City for the fiscal year beginning October 1, 2012, and ending September 30, 2013

Attachments: Resolution tax levy FY 13

- VI.-2** 2012-1053 Adopt an Ordinance for the petition approved July 24, 2012, at MB 2012-1/265, filed and represented by Charles Bourland, Landry and Lewis Architects, on behalf of William Carey University, Owner, to change the zoning classification of a certain property located at 512 Tuscan Avenue from R1-C (Single-Family Residential) to R-2 (Two-Family Residential), and to grant a use permit as detailed in Article 4, Section 55.03 (8), which states that a use permit for a "University or College, not business or commercial college" may be permitted upon review; Hattiesburg Planning Commission recommended to APPROVE on July 24, 2012.

Attachments: 512 Tuscan Avenue (Minutes and Packet)
 Rezone ord. 512 Tuscan
 Executed Ord. 3090.Tuscan

VI.-3 2012-1056

Adopt an Ordinance for the petition approved August 7, 2012, at MB 2012-1/265 filed and represented by Charles Bourland, Landry and Lewis Architects, on behalf of William Carey University, Owner, to change the zoning classification of certain properties located at 1406 and 1409 Penton Avenue from R1-C (Single-Family Residential) to R-2 (Two-Family Residential), and to grant a use permit as detailed in Article 4, Section 55.03 (8), which states that a use permit for a "University or College, not business or commercial college" may be permitted upon review; Hattiesburg Planning Commission recommended to APPROVE on July 24, 2012.

Attachments: 1406 and 1409 Penton Avenue (Minutes and Packet)
Rezone ord. 1406 and 1409 Penton
Executed Ord. 3091.Penton

VI.-4 2012-1057

Adopt an Ordinance for the petition approved on August 7, 2012, at MB 2012-1/263, filed and represented by Steve Moore, Owner, to change and amend the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, Article 4, Section 60 to change the zoning classification of certain property located at 805 Hardy Street (parcel #'s 28-564-1-10 and 28-564-1-11, PPINs 020606 and 020607, Ward 4), from R1-C (Single-Family Residential) District, to B-3 (Community Business) District. The parcels being rezoned are addressed as 204 and 206 Dearborne Street; Hattiesburg Planning Commission recommended to APPROVE on July 24, 2012.

Attachments: 805 Hardy Street (204 and 206 Dearborne St.) Minutes and Packet
Rezone ord. 204 and 206 Dearborne
Executed Ord. 3092.Dearborne

VI.-5 2012-1055

Adopt an Ordinance for the petition approved on May 15, 2012, MB 2012-1/148-149 filed by Helveston Road Church of Christ, owner, represented by Calvin McDaniel, Partner, Quick Dollar & Treats, LLC, to change the zoning classification of certain property located at 531 Helveston Road (parcel # 32-1039-180, PPIN 037735, Ward 5), from R-3 (Multi-Family Residential) District, to B-2 (Neighborhood Business) District; Hattiesburg Planning Commission recommended to APPROVE on May 2, 2012.

Attachments: 531 Helveston Road (Minutes and Packet)
Rezone ord. 531 Helveston Road
Executed Ord 3093.Helveston

VI.-6 2012-1042

Adopt a Resolution authorizing Requisition No. 6 from the Project Fund Construction Account in connection with that certain loan agreement, dated as of March 29, 2012, by and between the Mississippi Development Bank and the City of Hattiesburg.

Attachments: Bond Requisition No.6
 Executed Resolution #2012-91

VI.-7 2012-1052

Approve the purchase of a parcel of property located at 401 Mobile Street from Prisock Properties, Parcel Number 2-029G-03-582.00, PPIN 18883, in the amount of \$1,583.61, for use as a City park.

Attachments: 401 Mobile Street
 executed 401 Mobile Street

VI.-8 2012-1043

Approve agreement between the City of Hattiesburg and The Alabama Great Southern Railroad Company for the installation of water pipe in or under the right-of-way or property of the railroad as part of the COMSWIP - Veterans Boulevard Water Connector project; authorize Mayor to sign duplicate copies of said agreement.

Attachments: Railroad Agreement
 executed Railroad Agreement

VI.-9 2012-1048

Approve construction engineering and inspection services contract with Shows, Dearman, & Waits, Inc. for engineering services on the Widening of Hardy Street from 25th Ave. to 21st Ave. project (Project No. HPP-6098-00(007) LPA 105194-801000); Authorize Mayor to execute duplicate copies of contract.

Attachments: Contract - CE&I
 Executed agree.shows

VI.-10 2012-1060

Approve Amendment No. 1 to the Agreement between the City of Hattiesburg and the Natural Resources Conservation Service on the federally led bank stabilization project, eliminating the City Park Site and decreasing the estimated project cost from \$503,000.00 to \$478,230.00; Authorize Mayor to execute said amendment in duplicate.

Attachments: Amendment 1 City of Hattiesburg Lagoon Sites
 Executed.agree City Park Site

VI.-11 2012-1049

Authorize Mayor to execute four (4) copies of a request for Budget Modification on CDBG Project No. R-110-205-02-GZ, James Street Water Plant; modification is required for close out of project.

Attachments: MDA Contract Modification #5
Executed.James St

VII. ROUTINE AGENDA**VII.-1** 2012-1039

Acknowledge receipt of State Homeland Security Grant Program Award in the amount of \$45,000.00.
Authorize acceptance and execution of Grant Recipient Agreement.

Attachments: Award Grant August 2012
Award Grant August 2012
executed Award Grant August 2012

VII.-2 2012-1041

Acknowledge receipt of State Homeland Security Grant Program Award in the amount of \$25, 000.00.
Authorize acceptance and execution of Grant Recipient Agreement.

Attachments: Homeland Security Grant
executed Homeland Security Grant

VII.-3 2012-1040

Acknowledge bids received on July 12, 2012 for One (1) New Street Sweeper for Public Works and Accept the bid from Waters International, Inc. at a total cost of \$204,792.56 as the lowest and best bid received that meets the City's advertised specifications.

Attachments: 08-21-Accept Street Sweeper.pdf

VII.-4 2012-1045

Approve plans and specifications for COMSWIP Sewer Phase III; authorize the advertisement for bids for same.

Attachments: 1273S003 COMSWIP PIII Plans 2012-08-13 Signed[1]
1273S003 Specs[1]
Advertisement
executed Advertisement

VII.-5 2012-1030

Approve the issuance of taxi permit for Marian Campbell Ware (E-100), to drive for Lil Crew Taxi Company.

Attachments: Taxi.Ware
 executed Taxi.Ware

VII.-6 2012-1031

Approve the issuance of taxi permit for John Arthur Williams (E81), to drive for Yellow Cab Company.

Attachments: Taxi Williams
 executed Taxi Williams

VII.-7 2012-1033

Acknowledge receipt of Privilege License Report for the month of July, 2012.

Attachments: Privilege License.July 2012

VII.-8 2012-1032

Acknowledge proof of publication for the month of July, 2012.

Attachments: Proof of Pub. July

VII.-9 2012-1046

Approve and authorize issuance of manual checks for CDBG Program Claims per attached memorandum. {Entitlement}

Attachments: MEMORANDUM-Manual Checks-CDBG
 CDBG Supporting Docs

VII.-10 2012-1047

Approve and authorize issuance of manual checks for HOME Program Claims per attached memorandum. {Entitlement}

Attachments: MEMORANDUM-Manual Checks-HOME
 HOME Supporting Docs

VII.-11 2012-1058

Approve Claims Docket for a period ending 8/17/12.

Attachments: Claims Docket8-21-12
 ADDENDUM 8.20.12



City of Hattiesburg, MS

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

Master

File Number: 2012-1050

File ID: 2012-1050

Type: Regular Agenda Item

Status: Tabled

Version: 1

Reference:

In Control: City Council

File Created: 08/15/2012

Brief Title: Resolution Levying Ad Valorem Taxes for fiscal year beginning October 1, 2012, and ending September 30, 2013

Final Action:

Minute Book Number: MB2012-1/286 TABLE

Title: Adopt Resolution levying ad valorem taxes on all of the taxable property within the City of Hattiesburg, Mississippi, for the purpose of raising revenue for said City for the fiscal year beginning October 1, 2012, and ending September 30, 2013

Notes:

Sponsors:

Enactment Date:

Attachments: Resolution tax levy FY 13

Enactment Number:

Contact: Connie Everett

Meeting Date: 08/21/2012

Drafter: Connie Everett

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/21/2012	Table				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to TABLE to Adopt Resolution levying ad valorem taxes on all of the taxable property within the City of Hattiesburg, Mississippi, for the purpose of raising revenue for said City for the fiscal year beginning October 1, 2012, and ending September 30, 2013.

Council President Bradley asked Ms. Everett if the vote is strictly for the school district's request, or if it includes the millage for the police and fire municipal retirement system fund.

Ms. Everett said that this is the full levy for next year and includes city and school millage.

Council President Bradley said that it is a shock to him that [the City] will increase half a mill and then go to the other [funding] way. He said he cannot vote for it and that he does not remember that from their conversations.

Council member Delgado said the Council came prepared to vote for the school levy, and asked if they could vote for it and vote on the [city millage] later.

Mr. Myers stated that a change in the law requires the Council to adopt the levy subsequent to the hearing. Council member Carroll asked if it is possible to table the matter until the next meeting. Council President Bradley stated that it is important to do it right, and apologized; he said he thought he had an understanding but did not.

Ms. Everett said there is confusion with the change in state law. She said there are two MS Code sections dealing with budget adoption and tax levy adoption, and one code section was changed but the other was not; she said that as a result, the City must have a public hearing and subsequent to the public hearing adopt the tax levy, and can adopt the budget no less than a week afterwards.

Mayor DuPree suggested adopting the tax levy with the half mill [taken out].

Council President Bradley stated that he is in no way discussing the school's millage request, and said it is perfectly fine.

Council member Naylor asked if the Council can wait until September 15. The Mayor, Council President Bradley and Mr. Myers explained that, with the change in state law, the budget must be adopted within a week after the tax levy is adopted.

Subsequent discussion related to whether the agenda item can be tabled. Council member Delgado stated that the Council needs to discuss this item.

Following discussion, the Motion to Table received the affirmative vote of the Council as follows:

Yeas: 5 - Bradley, Delgado, Carroll, Ware and Naylor

Nays: 0

Yea: 5 President Bradley
 Council Member Delgado
 Council Member Carroll
 Vice President Ware
 Council Member Naylor

TEL-No Vote: 0

Text of Legislative File 2012-1050

Title

Adopt Resolution levying ad valorem taxes on all of the taxable property within the City of Hattiesburg, Mississippi, for the purpose of raising revenue for said City for the fiscal year beginning October 1, 2012, and ending September 30, 2013

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

**A RESOLUTION LEVYING AD VALOREM TAXES ON
ALL OF THE TAXABLE PROPERTY WITHIN THE
CITY OF HATTIESBURG, MISSISSIPPI, FOR THE PURPOSE
OF RAISING REVENUE FOR SAID CITY FOR THE FISCAL YEAR
BEGINNING OCTOBER 1, 2012, AND ENDING SEPTEMBER 30, 2013**

WHEREAS, the governing authorities of the City of Hattiesburg, Mississippi, are required by Section 21-33-45 of the Mississippi Code of 1972 at a meeting held in August 2012 to levy the municipal ad valorem taxes for the fiscal year next succeeding, and are required to fix this rate or levy for the municipality and the municipal separate school district and to express the rates or levies therefore in mills or a decimal fraction of a mill; and

WHEREAS, the governing authorities have fully, carefully and maturely considered the requirements of the various funds of the City of Hattiesburg and of Hattiesburg Municipal Separate School District; and

WHEREAS, the Council does now find, determine and adjudge that the tax rates or levies appearing hereinafter for the said City of Hattiesburg, in order to raise funds required to meet the expenses of said City of Hattiesburg and for municipal purposes and the expense of said school district:

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI, that the following ad valorem tax rates or levies be and the same are hereby fixed, imposed and levied for the current fiscal year 2012-2013 of said City upon said assessed value of all of the taxable property in the City of Hattiesburg, Forrest and/or Lamar Counties, Mississippi, and in said municipal separate school district, as said property is now assessed and listed, and as it may be hereafter assessed and listed upon the assessment rolls of said City of Hattiesburg, as of January 1, 2012, and the said rates or levies expressed in mills or a decimal fraction of a mill and determining the ad valorem taxes to be collected upon each dollar of valuation upon the assessment rolls of the City of Hattiesburg, Mississippi, and upon each dollar or valuation for the municipal separate school district as shown upon the assessment rolls of said City, being fixed, imposed levied as follows, to wit:

TAX LEVY FOR FISCAL YEAR 2012-2013
CITY OF HATTIESBURG

For General Revenue Purposes and General Improvements: General Fund Section 27-39-307, Code of 1972	32.65 Mills
For Parks and Recreation Purposes: Parks and Recreation Fund Section 21-37-43, Code of 1972	2.00 Mills
For Library Purposes: Library Fund Section 39-3-7, Code of 1972	1.95 Mills
For Municipal Bonds and Interest: For General Municipal Bonds and Interest Section 21-33-87, Code of 1972	7.00 Mills
For Disability and Relief: For Police and Firemen's Disability And Relief Section 21-29-117, Code of 1972	3.82 Mills
For Hattiesburg Mass Transit System SB No. 2841-MS Legislative Session Of 1975	0.50 Mills
TOTAL EXCLUSIVE OF SCHOOLS	<u>47.92 Mills</u>
For School Purposes and Maintenance of Schools: District Maintenance	58.50 Mills
For School Bonds and Interest: For Municipal Separate School District Bonds and Interest Thereon Section 37-59-23 and Section 37-59-107, Code of 1972	6.71 Mills
For School Shortfall Notes: Section 37-57-108	1.02 Mills
TOTAL LEVY FOR SCHOOL PURPOSES	<u>66.23 Mills</u>
TOTAL LEVY FOR ALL PUPOSES UPON EACH DOLLAR ASSESSED VALUATION	<u><u>114.15 Mills</u></u>

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 21st day of August 2012.

(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 21st day of August, 2012.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



City of Hattiesburg, MS

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

Master

File Number: 2012-1053

File ID: 2012-1053

Type: Ordinance

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created:

Brief Title: 512 Tuscan Avenue-Zoning Change and Use Permit

Final Action: 08/21/2012

Minute Book Number: MB 2012-1/287

Title:

Adopt an Ordinance for the petition approved July 24, 2012, at MB 2012-1/265, filed and represented by Charles Bourland, Landry and Lewis Architects, on behalf of William Carey University, Owner, to change the zoning classification of a certain property located at 512 Tuscan Avenue from R1-C (Single-Family Residential) to R-2 (Two-Family Residential), and to grant a use permit as detailed in Article 4, Section 55.03 (8), which states that a use permit for a "University or College, not business or commercial college" may be permitted upon review; Hattiesburg Planning Commission recommended to APPROVE on July 24, 2012.

Notes:

Sponsors:

Enactment Date:

Attachments: 512 Tuscan Avenue (Minutes and Packet), Rezone ord. 512 Tuscan, Executed Ord. 3090.Tuscan

Enactment Number:

Contact:

Meeting Date:

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/21/2012	Adopt				Pass

Action Text: A MOTION was made by Vice President Ware and seconded by Council Member Naylor to Adopt an Ordinance (Number 3090) for the petition approved July 24, 2012, at MB 2012-1/265, filed and represented by Charles Bourland, Landry and Lewis Architects, on behalf of William Carey University, Owner, to change the zoning classification of a certain property located at 512 Tuscan Avenue from R1-C (Single-Family Residential) to R-2 (Two-Family Residential), and to grant a use permit as detailed in Article 4, Section 55.03 (8), which states that a use permit for a "University or College, not business or commercial college" may be permitted upon review; Hattiesburg Planning Commission recommended to APPROVE on July 24, 2012.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - Bradley, Delgado, Carroll, Ware and Naylor

Nays: 0

Yea: 5 President Bradley
 Council Member Delgado
 Council Member Carroll
 Vice President Ware
 Council Member Naylor

TEL-No Vote: 0

Text of Legislative File 2012-1053

Title

Adopt an Ordinance for the petition approved July 24, 2012, at MB 2012-1/265, filed and represented by Charles Bourland, Landry and Lewis Architects, on behalf of William Carey University, Owner, to change the zoning classification of a certain property located at 512 Tuscan Avenue from R1-C (Single-Family Residential) to R-2 (Two-Family Residential), and to grant a use permit as detailed in Article 4, Section 55.03 (8), which states that a use permit for a "University or College, not business or commercial college" may be permitted upon review; Hattiesburg Planning Commission recommended to APPROVE on July 24, 2012.

Summary

512 Tuscan Avenue - Zoning Change and Use Permit

Budget Information

Expenditure Type

Purchasing Item

Publication Information

**MINUTES
OF THE
REGULAR MEETING
OF THE
HATTIESBURG PLANNING COMMISSION**

JULY 24, 2012

The Hattiesburg Planning Commission did meet in a regular session on July 24, 2012 at 1:15 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Linda McMurtrey, Secretary, presiding as Chairman in the absence of Chairman Conville.

Commissioners Present: Robin Roberts
Linda McMurtrey, Secretary
Don McCleskey
Marjorie Chambers
Judy Corts
Annie Pope

Commissioners Absent: Joseph White, Vice-Chairman
Richard Conville, Chairman
Jessie Wilson

Also Present: Pattie Brantley, AICP, Director of Urban Development
Donovan Scruggs, AICP, Planning Manager
Chiquila Thompson, Planner-Apprentice
Bill Rodgers, Land Code Administrator

Linda McMurtrey, Secretary/Presiding Chairman, declared the regular meeting of the Hattiesburg Planning Commission open and in session.

Invocation: Linda McMurtrey, Secretary/Presiding Chairman

AGENDA REVIEW

There came the matter of the Agenda for the July 24, 2012 meeting. A motion was made to approve the agenda.

Motion made by: Don McCleskey

Motion seconded by: Judy Corts

Commissioners voting aye: Marjorie Chambers
Robin Roberts
Don McCleskey
Judy Corts
Annie Pope

Commissioners voting nay: None

Commissioners abstaining: None

MINUTES REVIEW

There came the matter of the June 6, 2012 minutes. A motion was made to approve the

There came the matter of Item F, the petition filed and represented by Charles Bourland, Landry and Lewis Architects, on behalf of William Cary University, Owner, to change the zoning classification of a certain property located at 512 Tuscan Avenue from R1-C (Single-Family Residential) to R-2 (Two-Family Residential), and to grant a use permit as detailed in Article 4, Section 55.03 (8), which states that a use permit for a "University or College, not business or commercial college" may be permitted upon review.

	Name	Address	City/State
<u>Presented by:</u>	Charles Bourland	5211 Old Highway 11	Hattiesburg, MS 39402
<u>Proponents:</u>	None		
<u>Opponents:</u>	None		

Presiding Chairman McMurtrey declared the Public Hearing closed at 2:22 p.m. and the Business Meeting open to vote on the item. A motion was made to approve the request based on the following reasons: 1) There is a material change in the circumstances and conditions of the neighborhood and surrounding the petitioned property and there is a public need for the change in question, based on the Comprehensive Plan, and 2) The need to reinforce Hattiesburg's quality of life, preserve neighborhood identity, and boost community pride.

<u>Motion made by:</u>	Robin Roberts
<u>Motion seconded by:</u>	Don McCleskey
<u>Commissioners voting aye:</u>	Marjorie Chambers Judy Corts Robin Roberts Annie Pope Don McCleskey

<u>Commissioners voting nay:</u>	None
---	------

<u>Commissioners abstaining:</u>	None
---	------

The Hattiesburg Planning Commission voted to **APPROVE** Item F.

Other Business:

None

A motion was made by Commissioner McCleskey and seconded by Commissioner Corts to adjourn the meeting.

The meeting was adjourned at 2:26 p.m.

Linda McMurtrey, Presiding Chairman/Secretary

**Chiquila Thompson, Planner-Apprentice
/Recording Secretary**

PLANNING COMMISSION

July 5, 2012

ITEM F

PROPERTY ADDRESS:

512 Tuscan Avenue

Parcel: 40-88-18-12

PPIN: 013655

Ward: 5

PETITIONER:

Charles Bourland, Landry and Lewis Architects,
5211 Old Highway 11, Hattiesburg, MS 39402

PROPERTY OWNER:

William Carey University, Owner, 498 Tuscan
Avenue, Hattiesburg, MS 39401

REQUEST: To Rezone Parcel located at corner of
Tuscan and Cherry from R-1C to R-2 and Grant a
Use Permit for a "University and College."

PREVIOUS PLANNING COMMISSION ACTION ON
SURROUNDING PROPERTY: None

SPECIAL DISTRICTS:

Flood District: X (Non Special Flood Hazard Area)

Historic District: N/A

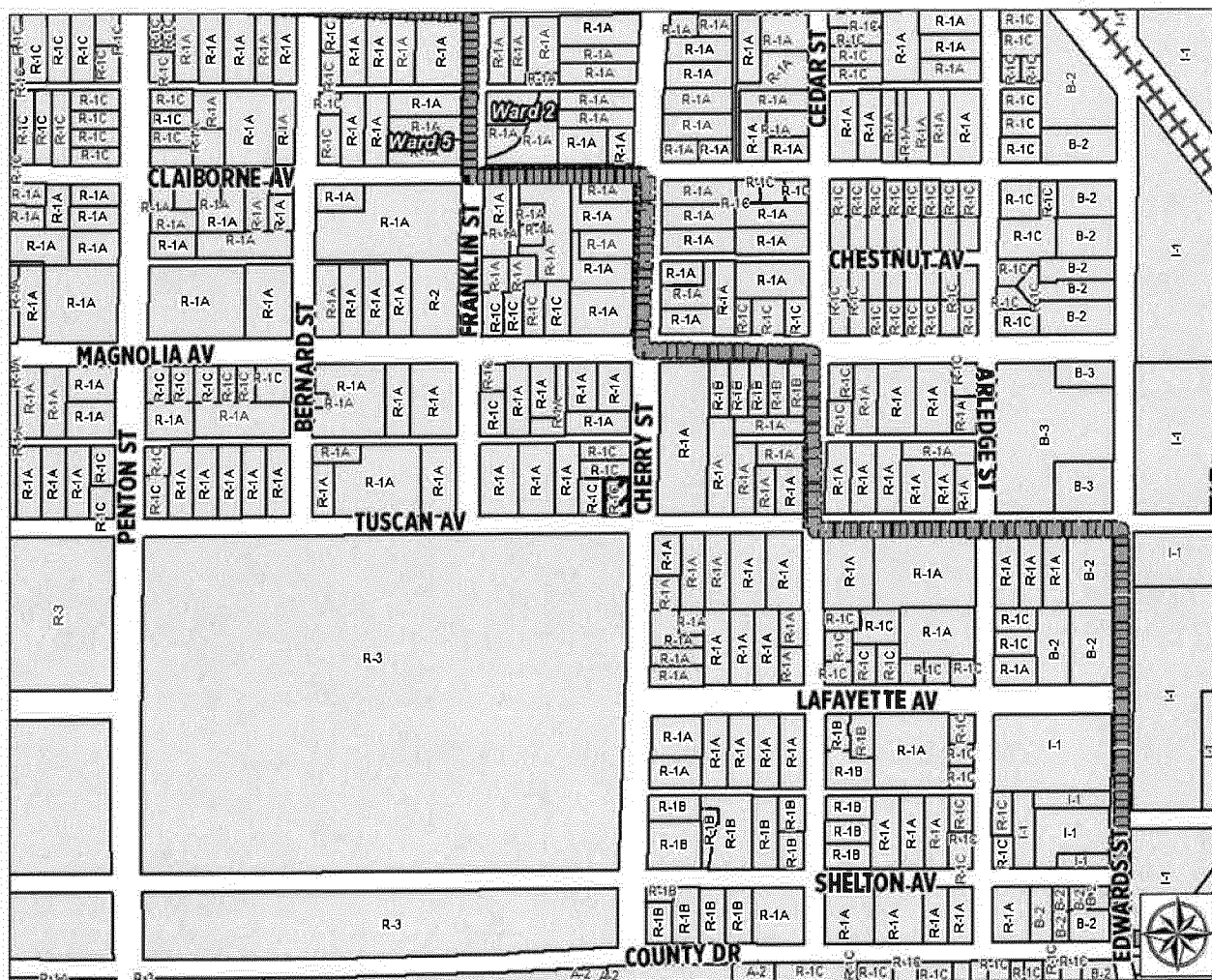
Other: N/A

SITE PLAN REVIEW COMMITTEE ACTION:

A pre-concept meeting was held on May 10, 2012
in which the concept was discussed.

PENDING HISTORIC CONSERVATION

COMMISSION ACTION: N/A



PLANNING COMMISSION

July 5, 2012

ITEM F**PROPERTY ADDRESS:**

512 Tuscan Avenue

REQUESTED ACTION:

To Rezone Parcel located at corner of Tuscan and Cherry from R-1C to R-2 and Grant a Use Permit for a "University and College."

APPLICABLE LAND DEVELOPMENT CODE REGULATIONS:

- Article 4, Section 55.03 (8)

ADJACENT ZONING AND LAND USES:

NORTH: R-1C (Single-Family Residential) District;
Single-Family

SOUTH: R-3 (Multi-Family Residential) District;
University

EAST: R-1A (Single-Family Residential) District;
Church

WEST: R-1C (Single-Family Residential) District;
Single-Family

FUTURE LAND USE MAP DESIGNATION:

Neighborhood Center Mixed Use District
See Comprehensive Plan—pages 100-101

District Overview:

Neighborhood Mixed-Use Districts provide locations for a range of compatible uses that primarily serve neighborhood residents, area businesses and employment centers, and visitors drawn to the special district. In this district, a mix of land uses may be found that complement the character of the surrounding neighborhoods and/or employment centers, and allow the extension of certain non-residential land uses to properties that had previously been used as residences.

District Characteristics:

The characteristics of this district include the following: a mix of building types; residential buildings that have been converted to non-residential uses, such as offices; buildings with shallow front and side yards; small private parking area and shared parking in public lots; green space in the form of smaller private yards and courtyards; and buildings with both residential and commercial uses.

District Land Uses:

The following land uses should be found in this district: single-family residential uses; accessory apartments; small townhome developments (six to eight units per acre; development sizes no greater than two acres); second-floor apartments over retail or service businesses; smaller, low-intensity retail and service businesses, such as specialty shops, delis and cafes; public and quasi-public uses, such as churches, schools and public offices; arts-related businesses; and small offices in converted residences or new buildings constructed to the same character as the surrounding neighborhood.

PHYSICAL SITE CHARACTERISTICS:

The two-story structure on the site was constructed in the 1930s and functioned as a mixed use grocery store with residential units on the second floor. The building has been vacant since 2005, and is in a state of disrepair.

STREETS AND TRAFFIC:

The small parcel is located on a corner lot of Cherry and Tuscan.

PUBLIC UTILITIES:

The City of Hattiesburg provides water and sewer services to the site. Mississippi Power is the electrical provider.

PARKING AND ACCESS:

The lot has access to Cherry and Tuscan. As a component of the University, parking can be accommodated within the campus. Off-street parking is available at the site.

CHARACTER OF THE NEIGHBORHOOD:

The property is located within the Unified Neighborhood Association. This includes William Carey and the surrounding mix of residences.

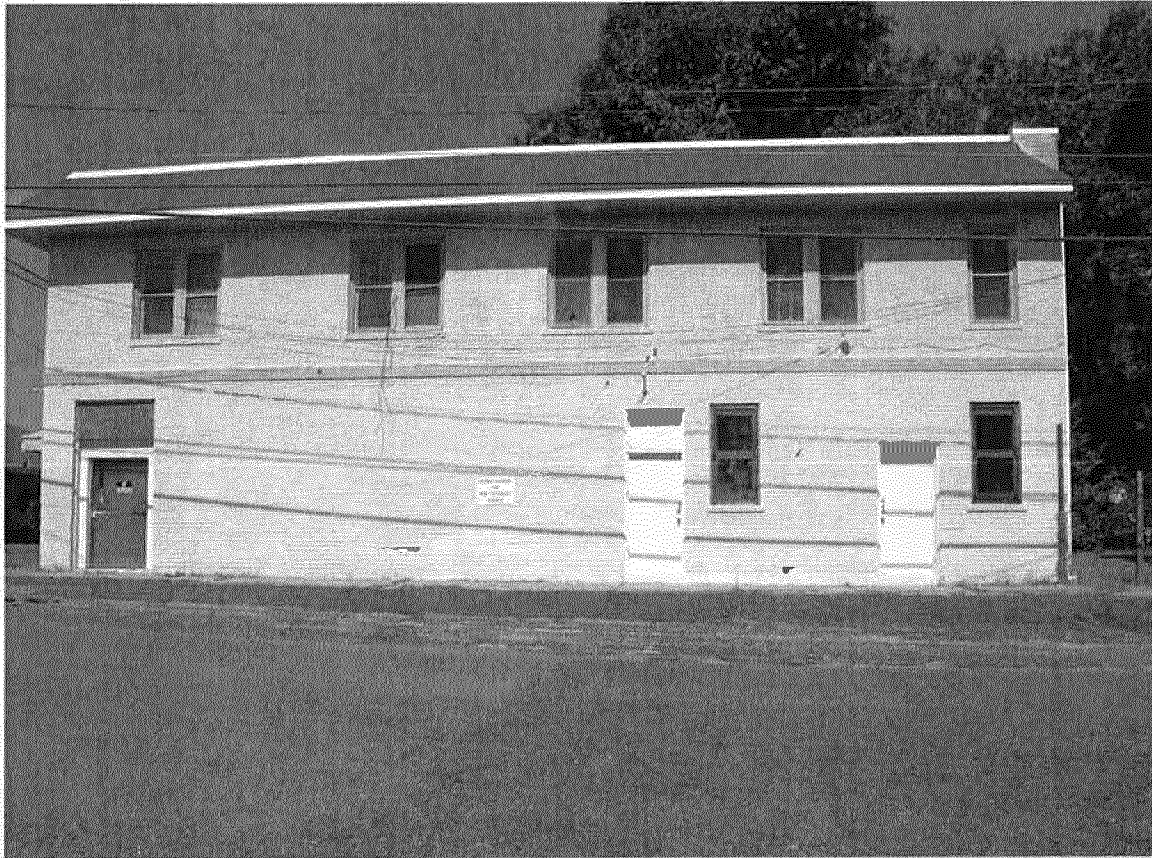
CONSIDERATIONS:

William Carey has been expanding for several years, and it has purchased surrounding properties that have been in disrepair in efforts to stabilize the neighborhood. The building will utilize residential on the upper floor with a commercial/business activity on the ground floor. At present the building is non-conforming and the rezoning will bring the use into conformance.

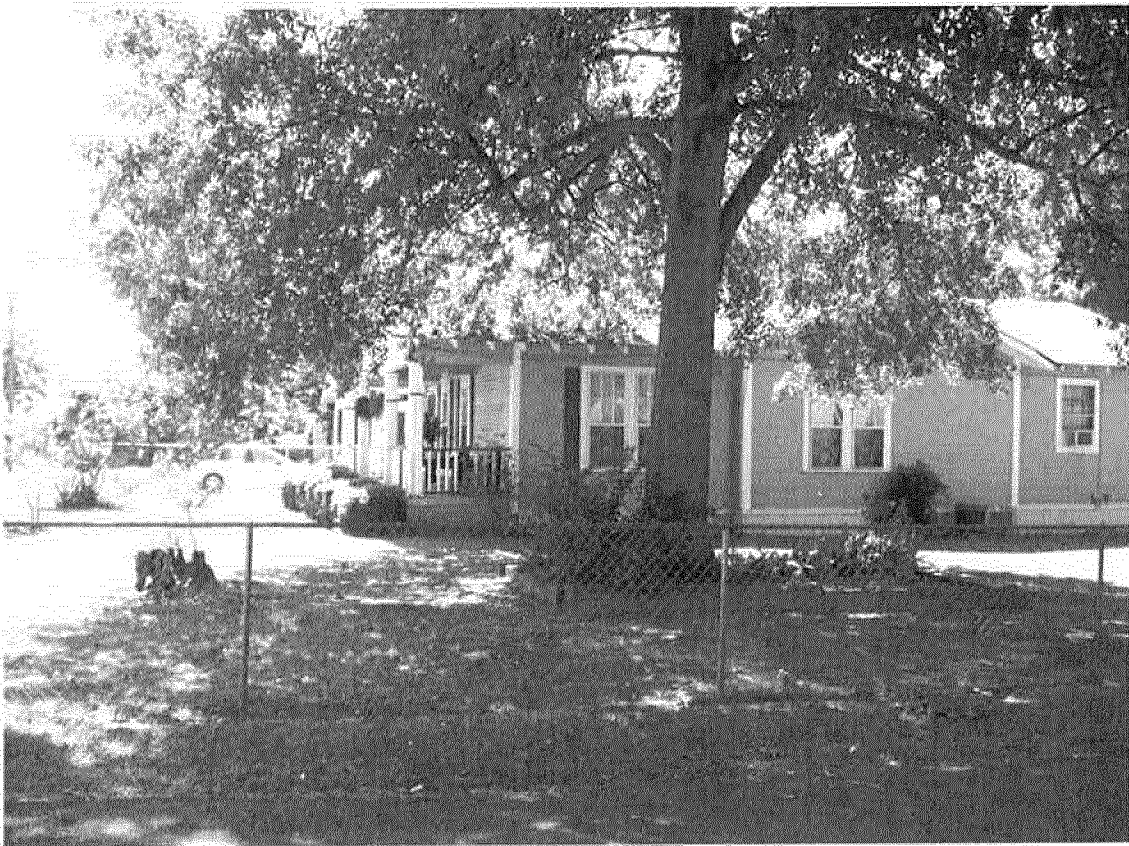
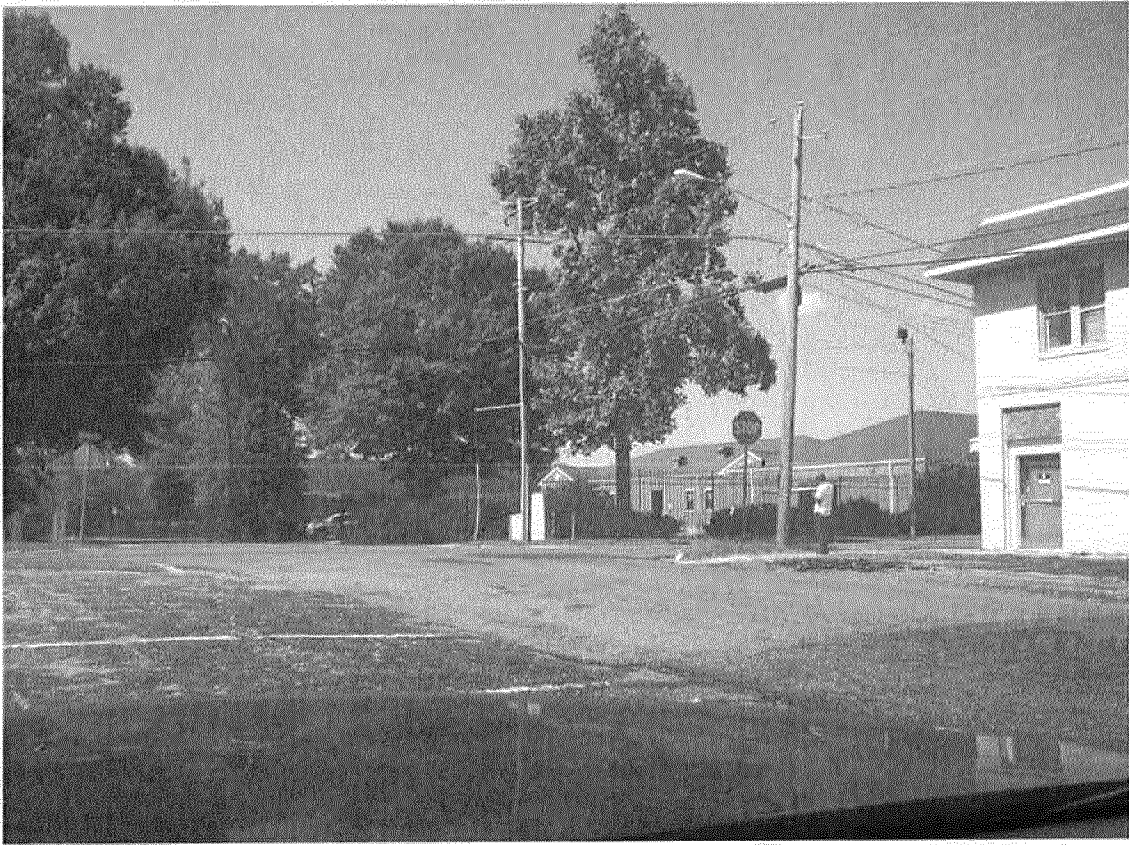
CRITERIA FOR AMENDMENTS:

- A. A change in Neighborhood Character
- B. Mistake in Zoning
- C. Public Need

512 Tuscan Avenue



William Carey University and Residential (South)



New Testament Church (East)



Residential (West)



Site Plan Pre- Application / Public Hearing Contact Information Form

City of Hattiesburg - Planning Department

Note: A pre-application submittal must contain a completed Site Plan Pre-Application form and a concept plan drawn to scale.

Site Plan Pre-Application Date: [Click here to enter a date.](#) Planner: _____

Today's Date: [Click here to enter a date.](#)

Project Name: William Carey University (Apartments & Bookstore)

Proposed Use(s): Apartments & Bookstore

Project Street Address: 312 Tuscan Avenue

PPIN Number(s) (If unknown, can be found on tax receipt): 013655

Parcel Number(s): 40-88-18-12 Ward 5

Flood Zone(s): X-non flood Historic District(s): N/A

Zoning District(s): R-1C Proposed Cost of the Project: \$

Project Representative Information

Project Representative and Title: ☒ Applicant ☐ Property Owner ☐ Representative ☐ Agent ☒ Contractor

Architect ☐ Engineer ☐ Other (Specify): _____

Name: Charles E. Foxland Company Name: Landry & Lewis Architects

Phone: 601-271-7711 Fax: _____ Email: charles@landryandlewis.com

Mailing Address: 3211 Old Highway 11
Hattiesburg, MS 39402

Name: Robert P. Blivens

☐ Applicant ☒ Property Owner ☒ Representative ☐ Agent ☐ Contractor ☐ Architect ☐ Engineer ☐ Other (Specify): _____

Phone: _____ Fax: _____ Email: _____

Mailing Address: William Carey University

Name: _____

☐ Applicant ☐ Property Owner ☐ Representative ☐ Agent ☐ Contractor ☐ Architect ☐ Engineer ☐ Other (Specify): _____

Phone: _____ Fax: _____ Email: _____

Mailing Address: _____

RECEIVED
MAY 25 2012
(Signature)

PUBLIC HEARING APPLICATION
P O BOX 1898 (200 Forrest Street/39401)
HATTIESBURG, MS 39403-1898

Department of Urban Development
(601) 545-4591 or 545-4599 or FAX (601) 545-1962

PUBLIC HEARING TYPE REQUESTED:

Application for (check all appropriate types):

- ☐ Variance (details below) ☒ Use Permit (details below) ☒ Re-Zoning (details below)
- ☐ Subdividing of Lot, Parcel or Tract ☐ Overlay District
- ☐ Street or Alley Renaming ☐ Vacating Street or Alley
- ☐ Planned Unit Development ☐ Planned Residential Development

FOR VARIANCE ONLY:

Check all appropriate variance types:

- ☐ Sign ☐ Setback (front, side or rear _____) ☐ Off-site Parking
- ☐ Lot Width ☐ Lot Coverage Area ☐ Buffer ☐ Open Space
- ☐ Other _____

Land Development Code Article No. _____

Section _____

Article No. _____

Section _____

Article No. _____

Section _____

Staff
Information –
do not complete

FOR USE PERMIT UPON REVIEW ONLY:

Check Applicable Type:

- ☐ Auto Sales ☐ Barber/Beauty Shop ☐ Care Center (type _____)
- ☐ Digital Billboard, New ☐ Digital Billboard, Replacement ☐ Junk Yard
- ☐ Restaurant ☐ Telecommunications ☒ Other WCU University

Land Development Code Article No. _____

Section _____

Staff
Information

FOR RE-ZONING ONLY:

Existing Zoning: R-1C

Proposed Zoning: R-2

THIS PAGE MUST BE SIGNED IN FRONT OF A NOTARY, BY THE APPLICANT OF THIS PETITION,
ONLY IF DIFFERENT FROM THE OWNER(S) OF THE SUBJECT PROPERTY

WITNESS THE SIGNATURES of the APPLICANT(s) of the subject property located at

512 Tuscan Avenue, Hattiesburg MS
Street Address City State

on this the 23 day of May, 2012

Charles Bourland,
Applicant

Landry and Lewis Architects
Applicant

STATE OF Mississippi

COUNTY OF Forrest

Personally came and appeared before me, the within named

Charles Bourland

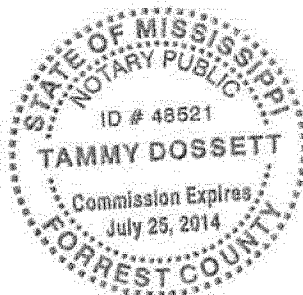
who signed and delivered the above and foregoing instrument as and for their free act and deed on the day
and year therein mentioned, and who acknowledge to me that they are the owner(s) of the subject property
as described in this Request For Rezoning Application.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 23 day of May,
2012.

Tammy Dossett
NOTARY PUBLIC

My Commission Expires:

7/25/14



THIS PAGE MUST BE SIGNED IN FRONT OF A NOTARY, BY THE OWNER(S) OF THE SUBJECT PROPERTY

WITNESS THE SIGNATURES of the OWNER(s) of the subject property located at

512 Tuscan Avenue, Hattiesburg Ms
Street Address City State

on this the 23 day of May, 2012

In the matter of this request, the property owner further authorizes the following named person to represent them at the public hearing on this petition.

Robert Blivens

on this the 23rd day of May, 2012.

[Signature]
Property Owner

Property Owner

STATE OF Mississippi

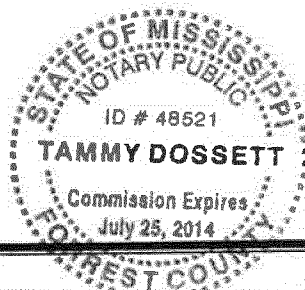
COUNTY OF Forrest

Personally came and appeared before me, the within named

Robert D. Blivens

who signed and delivered the above and foregoing instrument as and for their free act and deed on the day and year therein mentioned, and who acknowledge to me that they are the owner(s) of the subject property as described in this request for zoning application.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 23 day of May, 2012.



My Commission Expires: 7/25/14

Tammy Dossett
NOTARY PUBLIC

Rezoning Information (1 page)

One of the following conditions must be met before a rezoning can be recommended.
Check the condition(s) most applicable to your request and explain in writing.

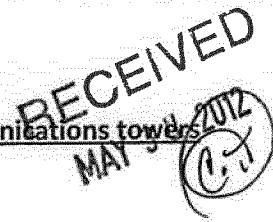
- A. There is a material change in the circumstances and conditions of the neighborhood and area surrounding the petitioned property and there is a public need for the change in question, based on the Comprehensive Plan.
- B. There is a mistake in the original zoning.
- C. Annexation

Detailed explanation of condition(s) most applicable to your request: (Please print or type.)

WCU wishes to use the existing building for apartments and an art museum. The building was built in 1930 as a mixed use building housing apartments and a commercial area on the half of the first floor, but has been vacant since Hurricane Katrina. WCU wishes to occupy the building as apartments and an art museum in the first floor commercial area.

Use Permit upon Review Information (2 pages)

see separate applications for digital billboards, junk/tow yards and telecommunications towers



1. List goods and merchandise to be sold on the premises.

None

2. Describe the proposed use of utilities and community facilities?

Normal Water, sewer and electrical

3. What is the expected number of employees? None

4. Will there be any elevation in the noise level resulting from this proposed use? No

If yes, please explain:

5. Will there be any discharge of air, liquid, or solids? No If yes, please explain:

6. Will there be any additional pedestrian or vehicular traffic generated by the proposed use? Yes

If yes, please explain:

Students will be crossing Tuscan Avenue to get to the apartments and the art museum.

7. Parking Requirements:

Commercial/Industrial: Paved parking will be provided for 14 vehicles, and
2 handicap vehicle(s); with 0 loading spaces.

8. One of the following conditions must be met before a Use Permit upon Review can be recommended. Check the condition(s) most applicable to your request and explain in writing.

☐ A. The need to protect the stability, integrity, and character of Hattiesburg's residential neighborhoods.

☐ B. The need to preserve and encourage the stability of the Hattiesburg business community.

☐ C. The need to reinforce Hattiesburg's quality of life, preserve neighborhood identity, and boost

community pride.

- ☒ D. The need to conserve and protect Hattiesburg's physical infrastructure.
- ☐ E. The public need for the proposed use, as opposed to the private interest of an individual.

Detailed explanation of condition(s) most applicable to your request:

A long-standing historical precedent for a 'mixed use' occupancy (residential and commercial) exists for this property. The building was constructed ca. 1930, whereupon the establishment located in the ground level store area functioned as the "College Handy Shop Grocery", selling fruit, candy and other things students might need. In the 1940's and 1950's a post office sub-station was also located there. In the 1960's, the shop was called "Neighborhood Grocery & Market" and music lessons were taught by a former resident of an apartment located at the rear of the store. The second floor of the building functioned as a "rooming house" (inexpensive apartment rentals) from the time of the building's construction until 2005 (Hurricane Katrina), at which time the building suffered wind and water damage and the property was vacated by former residents.

Following Hurricane Katrina, William Carey University purchased the property made the necessary roof repairs to protect the building. The University is interested in improving the property for purposes of stabilizing and contributing to the vitality and quality of life of the neighborhood community while also maintaining the integrity of the neighborhood's identity and boosting community pride. The University proposes to achieve these goals by investing in the conservation and protection of the physical infrastructure of the property through restoration of the previously existing mixed use occupancy. The project proposes use of the ground floor of the building (and a raised portion of the adjacent first floor) for a variety of University functions within the proposed museum context. A separate section of the raised portion of the first floor will function as an apartment and the second floor of the building will continue to provide residential opportunities to University students and/or faculty.

The current R1-C zoning does not allow college or university uses, but by rezoning to R-2 with a special use permit as "College and University" use upon approval of the planning commission, WCU can occupy and use the existing building.

Use Permit upon Review Information (2 pages)

see separate applications for digital billboards, junk/tow yards and telecommunications towers

1. List goods and merchandise to be sold on the premises.

None

2. Describe the proposed use of utilities and community facilities?

Normal Water, sewer and electrical

3. What is the expected number of employees? None

4. Will there be any elevation in the noise level resulting from this proposed use? No

If yes, please explain:

5. Will there be any discharge of air, liquid, or solids? No If yes, please explain:

6. Will there be any additional pedestrian or vehicular traffic generated by the proposed use? Yes

If yes, please explain:

Students will be crossing Tuscan Avenue to get to the apartments and the art museum.

7. Parking Requirements:

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2 handicap vehicle(s); with 0 loading spaces.

8. One of the following conditions must be met before a Use Permit upon Review can be recommended. Check the condition(s) most applicable to your request and explain in writing.

☐ A. The need to protect the stability, integrity, and character of Hattiesburg's residential neighborhoods.

☐ B. The need to preserve and encourage the stability of the Hattiesburg business community.

☐ C. The need to reinforce Hattiesburg's quality of life, preserve neighborhood identity, and boost

community pride.

☒ D. The need to conserve and protect Hattiesburg's physical infrastructure.

☐ E. The public need for the proposed use, as opposed to the private interest of an individual.

Detailed explanation of condition(s) most applicable to your request:

WCU wishes to use the existing building that has been vacant since hurricane Katrina.

CN12-2222 Owner Info

STATE OF MISSISSIPPI
FORREST COUNTY
I CERTIFY THE INSTRUMENT
WAS FILED AND RECORDED

125072
2007 AUG 23 AM 9:36

STATE OF MISSISSIPPI
COUNTY OF FORREST

WITNESS MY HAND AND SEAL
JIMMY C. HAVARD
CHANCERY CLERK

WARRANTY DEED

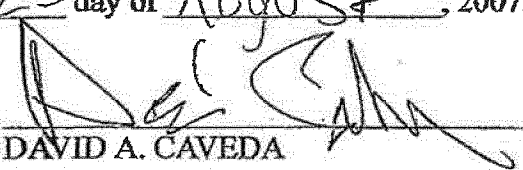
FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **DAVID A. CAVEDA** does hereby grant, bargain, sell, convey, and warrant unto **WILLIAM CAREY UNIVERSITY** the following described real property, situated and being in the City of Hattiesburg, County of Forrest, State of Mississippi, and more particularly described as follows, to wit:

The South Half (S ½) of Lot Twelve (12), Block Twenty (20) of and according to the BURKETT SUBDIVISION of a part of the South Half (S ½) of Section 15, Township 4 North, Range 13 West, in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map of plat of said subdivision of file in the office of the Chancery Clerk of Forrest County, Mississippi, and more particularly described as follows, to wit:

Beginning at the point of intersection of the North line of Tuscan Avenue with the West line of Cherry Street and run thence North along the West line of Cherry Street 100 feet, thence run West parallel with Tuscan Avenue 70 feet, thence run South parallel with Cherry Street 100 feet to Tuscan Avenue, thence East along the North line of Tuscan Avenue 70 feet to and point of beginning, together with all improvements thereon and appurtenances thereunto belonging.

Taxes for 2007 shall be paid by the Grantee.

WITNESS MY SIGNATURE on this the 23 day of August, 2007.


DAVID A. CAVEDA

BOOK 1019 PAGE 0639

8-13

STATE OF MISSISSIPPI
COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, the within named DAVID A. CAVEDA, who acknowledged that he signed, executed and delivered the above and foregoing instrument on the day and date therein mentioned.

Given under my hand and seal of office, on this the 23rd day of August, 2007.

Diann Q. Dearman
NOTARY PUBLIC

My Commission expires:

NOTARY PUBLIC STATE OF MISSISSIPPI AT LARGE
MY COMMISSION EXPIRES: February 1, 2011
BONDED TO THE NOTARY PUBLIC UNDERWRITERS

Grantee Address:

William Carey University
498 Tuscan Avenue Box 2
Hattiesburg, MS 39401
601-318-6492

Grantor Address:

David A. Caveda
101 West Hills Drive
Hattiesburg, MS 39402
601-914-5660

Indexing Instructions: South Half of Lot Twelve, Block 20 of Burkett's Subdivision,
South Half of Section 15, Township 4 North, Range 13 West

BOOK 1019 PAGE 0640

8-14



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

Dave J. Ware, II

Council - Ward 5

Henry Naylor

June 22, 2012

Charles Bourland
Landry and Lewis Architects
5211 Old Highway 11
Hattiesburg, MS 39402

RE: Rezoning and Use Permit application for certain property located at 512 Tuscan Avenue (Parcel 40-88-18-12, PPINs 013655, Ward 5) requesting to change the zoning classification from R1-C (Single-Family Residential) District to R-2 (Two-Family Residential) District and Use Permit for a University or College.

Dear Mr. Bourland:

Attached is a copy of the Public Notice and other information pertaining to your Public Hearing before the Hattiesburg Planning Commission. You or your representative must attend the hearing on July 5, 2012 at 1:00 PM in the dining room of the Jackie Dole Community Center, 220 West Front Street in Downtown Hattiesburg. If an unavoidable hardship prevents your attending the Public Hearing, please notify us as soon as possible prior to the Public Hearing. The Planning Commission may consider tabling the petition until a later date if you or your representative is unable to attend.

Hattiesburg Planning Commission will make a recommendation to Approve or Deny your petition. City Council will take action on the Planning Commission's recommendation approximately two (2) weeks following the commission hearing. You will receive a letter notifying you of the date and time your petition will be heard by the City Council.

If any party is aggrieved by the recommendation of the Hattiesburg Planning Commission, a Letter of Appeal must be filed with the Planning Division within ten (10) calendar days of the Planning Commission's recommendation. If a Letter of Appeal is filed to hold a public hearing before the City Council, a hearing date will be set (approximately one month later) to allow the aggrieved party to present their case to the City Council.

Thank you for collecting and posting the public notice sign on the above-referenced property. Please be sure the sign is posted for the full 15 days and that the sign is not removed for any reason prior to the hearing. After the conclusion of the hearing you may discard the sign.

Please call the Department of Urban Development at 554-1031 if you have any questions.

Sincerely,

Chiquita Thompson
Chiquita Thompson
Planner-Apprentice

Enclosure

U.S. Postal Service™	
CERTIFIED MAIL™ RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage	
Sent To	Charles Bourland
Street, Apt. No., or PO Box No.	Landry and Lewis Architects
City, State, Zip	5211 Old Highway 11
	Hattiesburg, MS 39402
PS Form 3800, August 2009	

7011 2000 0000 6953 6297

Postmark Here 11

8-15

City of Hattiesburg PO Box 1898 Hattiesburg, MS 39402

PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by Charles Bourland, on behalf of William Carey University, Owner, with the Mayor and Council of the City of Hattiesburg, Mississippi, as required in the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, to change the zoning classification of certain properties located at 512 Tuscan Avenue from R-1C (Single-Family Residential) to R-2 (Two-Family Residential), and to grant a use permit as detailed in Article 4, Section 55.03 (8), which states that a use permit for a "University or College, not business or commercial college" may be permitted upon review. Said properties being more particularly described as follows, to-wit:

The South Half (S ½) of Lot Twelve (12), Block Twenty (20) of and according to the BURKETT SUBDIVISION of a part of the South Half (S 1/2) of Section 15, Township 4 North, Range 13 West, in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map of plat of said subdivision of file in the office of the Chancery Clerk of Forrest County, Mississippi, and more particularly described as follows, to wit:

Beginning at the point of intersection of the North line of Tuscan Avenue with the West line of Cherry Street and run thence North along the West line of Cherry Street 100 feet, thence run West parallel with Tuscan Avenue 70 feet, thence run South parallel with Cherry Street 100 feet to Tuscan Avenue, thence east along the North line of Tuscan Avenue 70 feet to and point of beginning, together with all improvements thereon and Appurtenances thereunto belonging. (Parcel no. 2-038G-15-209.00, PPIN 013655)

A PUBLIC HEARING in relation to the above described petition will be held at 1:00 p.m., Thursday July 5, 2012, in the Jackie Dole Sherrill Community Center, First Floor, Hattiesburg, Mississippi, before the Planning Commission of said City, at which time and at which hearing all parties of interest and citizens shall have an opportunity to be heard.

WITNESS my signature and the official seal of said City on this, the 11th day of June A.D., 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Eddie Myers /s/
CITY CLERK

(SEAL)

Publish (1) Friday, June 15, 2012
City of Hattiesburg
Return PROOF to City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403-1898

Prepared by: City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601)545-4550

Return to: City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403
(601)545-4550

INDEXING INSTRUCTIONS:

ORDINANCE NUMBER _____
OF THE
CITY OF HATTIESBURG, MISSISSIPPI

AN ORDINANCE CHANGING AND AMENDING THE COMPREHENSIVE
ZONING DISTRICT MAP, ADOPTED AS PART OF THE COMPREHENSIVE
ZONING ORDINANCE NO. 2330, AS AMENDED,
OF THE CITY OF HATTIESBURG, MISSISSIPPI
SO AS TO CHANGE THE ZONING CLASSIFICATION OF
CERTAIN PROPERTY LOCATED AT 512 TUSCAN AVENUE
(PARCEL 2-038G-15-209.00, PPIN 013655, WARD 5)
FROM R1-C (SINGLE-FAMILY RESIDENTIAL) DISTRICT TO
R-2 (TWO-FAMILY RESIDENTIAL) DISTRICT
IN THE CITY OF HATTIESBURG MISSISSIPPI

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI:

SECTION 1. That the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi be and the same is hereby changed and amended. The Hattiesburg Planning Commission recommendation to APPROVE said change in zoning for the following reason:

1. There is a material change in the circumstances and conditions of the neighborhood and area surrounding the petitioned property and there is a public need for the change in question, based on the Comprehensive Plan and
2. The need to reinforce Hattiesburg's quality of life, preserve neighborhood identity, and boost community pride.

in connection therewith so that the land described as follows be zoned as follows:

The South Half (S ½) of Lot Twelve (12), Block Twenty (20) of and according to the BURKETT SUBDIVISION of a part of the South Half (S 1/2) of Section 15, Township 4 North, Range 13 West, in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map of plat of said subdivision of file in the office of the Chancery Clerk of Forrest County, Mississippi, and more particularly described as follows, to wit:

Beginning at the point of intersection of the North line of Tuscan Avenue with the West line of Cherry Street and run thence North along the West line of Cherry Street 100 feet, thence run West parallel with Tuscan Avenue 70 feet, thence run South parallel with Cherry Street 100 feet to Tuscan Avenue, thence east along the North

line of Tuscan Avenue 70 feet to and point of beginning, together with all improvements thereon and Appurtenances thereunto belonging. (Parcel no. 2-038G-15-209.00, PPIN 013655)

also known as certain property located at 512 Tuscan Avenue (Parcel 2-038G-15-209.00, Ward 5) from R-1C (Single-Family Residential) District to R-2 (Two-Family Residential) District, filed by William Carey University, Owner.

SECTION 2. Except as hereby expressly changed and amended, the aforesaid Comprehensive Zoning District Map and the Comprehensive Zoning Ordinance No. 2330, as amended, of said City of Hattiesburg, Mississippi, shall be and remain in full force and form as adopted.

SECTION 3. That this Ordinance take effect and be in force thirty (30) days from and after passage as provided by law.

The foregoing Ordinance 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 foregoing Ordinance adopted and approved, this the _____ day of _____ A.D., 2012.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

THE above and foregoing Ordinance having been submitted to and approved by the Mayor, this the _____ day of _____ A.D., 2012.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

ms 2012-1/287

Prepared by: City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601)545-4550

Return to: City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403
(601)545-4550

INDEXING INSTRUCTIONS:

ORDINANCE NUMBER 3090

OF THE

CITY OF HATTIESBURG, MISSISSIPPI

AN ORDINANCE CHANGING AND AMENDING THE COMPREHENSIVE
ZONING DISTRICT MAP, ADOPTED AS PART OF THE COMPREHENSIVE ZONING

ORDINANCE NO. 2330, AS AMENDED,
OF THE CITY OF HATTIESBURG, MISSISSIPPI
SO AS TO CHANGE THE ZONING CLASSIFICATION OF
CERTAIN PROPERTY LOCATED AT 512 TUSCAN AVENUE
(PARCEL 2-038G-15-209.00, PPIN 013655, WARD 5)
FROM R1-C (SINGLE-FAMILY RESIDENTIAL) DISTRICT TO
R-2 (TWO-FAMILY RESIDENTIAL) DISTRICT
IN THE CITY OF HATTIESBURG MISSISSIPPI

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF HATTIESBURG,
MISSISSIPPI:

SECTION 1. That the Comprehensive Zoning District Map, adopted as part of the
Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi be
and the same is hereby changed and amended. The Hattiesburg Planning Commission
recommendation to APPROVE said change in zoning for the following reason:

1. There is a material change in the circumstances and conditions of the neighborhood
and area surrounding the petitioned property and there is a public need for the change
in question, based on the Comprehensive Plan and
2. The need to reinforce Hattiesburg's quality of life, preserve neighborhood identity,
and boost community pride.

in connection therewith so that the land described as follows be zoned as follows:

The South Half (S ½) of Lot Twelve (12), Block Twenty (20) of and according to the BURKETT SUBDIVISION of a part of the South Half (S 1/2) of Section 15, Township 4 North, Range 13 West, in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map of plat of said subdivision of file in the office of the Chancery Clerk of Forrest County, Mississippi, and more particularly described as follows, to wit:

Beginning at the point of intersection of the North line of Tuscan Avenue with the West line of Cherry Street and run thence North along the West line of Cherry Street 100 feet, thence run West parallel with Tuscan Avenue 70 feet, thence run South parallel with Cherry Street 100 feet to Tuscan Avenue, thence east along the North line of Tuscan Avenue 70 feet to and point of beginning, together with all improvements thereon and Appurtenances thereunto belonging. (Parcel no. 2-038G-15-209.00, PPIN 013655)

also known as certain property located at 512 Tuscan Avenue (Parcel 2-038G-15-209.00, Ward 5) from R-1C (Single-Family Residential) District to R-2 (Two-Family Residential) District, filed by William Carey University, Owner.

SECTION 2. Except as hereby expressly changed and amended, the aforesaid Comprehensive Zoning District Map and the Comprehensive Zoning Ordinance No. 2330, as amended, of said City of Hattiesburg, Mississippi, shall be and remain in full force and form as adopted.

SECTION 3. That this Ordinance take effect and be in force thirty (30) days from and after passage as provided by law.

The foregoing Ordinance having been reduced to writing, the same was introduced by Council member Ware seconded by Council member Naylor and was adopted by the following vote to-wit:

YEAS: Bradley
Delgado
Carroll
Ware
Naylor

NAYS: None

THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the 21st day of August A.D., 2012.
(S E A L)

ATTEST:

Adrian K. Bernardo
CLERK OF COUNCIL

ADOPED:

[Signature]
PRESIDENT

THE above and foregoing Ordinance having been submitted to and approved by the Mayor, this the 21st day of August A.D., 2012.

ATTEST:

[Signature]
CITY CLERK

APPROVED:

[Signature]
MAYOR



City of Hattiesburg, MS

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

Master

File Number: 2012-1056

File ID: 2012-1056

Type: Ordinance

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created:

Brief Title: 1406 and 1409 Penton Avenue - Zoning Change and Use Permit

Final Action: 08/21/2012

Minute Book Number: MB 2012-1/287

Title:

Adopt an Ordinance for the petition approved August 7, 2012, at MB 2012-1/265 filed and represented by Charles Bourland, Landry and Lewis Architects, on behalf of William Carey University, Owner, to change the zoning classification of certain properties located at 1406 and 1409 Penton Avenue from R1-C (Single-Family Residential) to R-2 (Two-Family Residential), and to grant a use permit as detailed in Article 4, Section 55.03 (8), which states that a use permit for a "University or College, not business or commercial college" may be permitted upon review; Hattiesburg Planning Commission recommended to APPROVE on July 24, 2012.

Notes:

Sponsors:

Enactment Date:

Attachments: 1406 and 1409 Penton Avenue (Minutes and Packet), Rezone ord. 1406 and 1409 Penton, Executed Ord. 3091.Penton

Enactment Number:

Contact:

Meeting Date:

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/21/2012	Adopt				Pass

Action Text: A MOTION was made by Council Member Naylor and seconded by Council Member Delgado to Adopt an Ordinance (Number 3091) for the petition approved August 7, 2012, at MB 2012-1/265 filed and represented by Charles Bourland, Landry and Lewis Architects, on behalf of William Carey University, Owner, to change the zoning classification of certain properties located at 1406 and 1409 Penton Avenue from R1-C (Single-Family Residential) to R-2 (Two-Family Residential), and to grant a use permit as detailed in Article 4, Section 55.03 (8), which states that a use permit for a "University or College, not business or commercial college" may be permitted upon review; Hattiesburg Planning Commission recommended to APPROVE on July 24, 2012.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - Bradley, Delgado, Carroll, Ware and Naylor

Nays: 0

Yea: 5 President Bradley
 Council Member Delgado
 Council Member Carroll
 Vice President Ware
 Council Member Naylor

TEL-No Vote: 0

Text of Legislative File 2012-1056

Title

Adopt an Ordinance for the petition approved August 7, 2012, at MB 2012-1/265 filed and represented by Charles Bourland, Landry and Lewis Architects, on behalf of William Carey University, Owner, to change the zoning classification of certain properties located at 1406 and 1409 Penton Avenue from R1-C (Single-Family Residential) to R-2 (Two-Family Residential), and to grant a use permit as detailed in Article 4, Section 55.03 (8), which states that a use permit for a "University or College, not business or commercial college" may be permitted upon review; Hattiesburg Planning Commission recommended to APPROVE on July 24, 2012.

Summary

1406 and 1409 Penton Avenue - Zoning Change and Use Permit

Budget Information

Expenditure Type

Purchasing Item

Publication Information

**MINUTES
OF THE
REGULAR MEETING
OF THE
HATTIESBURG PLANNING COMMISSION
JULY 24, 2012**

The Hattiesburg Planning Commission did meet in a regular session on July 24, 2012 at 1:15 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Linda McMurtrey, Secretary, presiding as Chairman in the absence of Chairman Conville.

Commissioners Present: Robin Roberts
Linda McMurtrey, Secretary
Don McCleskey
Marjorie Chambers
Judy Corts
Annie Pope

Commissioners Absent: Joseph White, Vice-Chairman
Richard Conville, Chairman
Jessie Wilson

Also Present: Pattie Brantley, AICP, Director of Urban Development
Donovan Scruggs, AICP, Planning Manager
Chiquila Thompson, Planner-Apprentice
Bill Rodgers, Land Code Administrator

Linda McMurtrey, Secretary/Presiding Chairman, declared the regular meeting of the Hattiesburg Planning Commission open and in session.

Invocation: Linda McMurtrey, Secretary/Presiding Chairman

AGENDA REVIEW

There came the matter of the Agenda for the July 24, 2012 meeting. A motion was made to approve the agenda.

Motion made by: Don McCleskey

Motion seconded by: Judy Corts

Commissioners voting aye: Marjorie Chambers
Robin Roberts
Don McCleskey
Judy Corts
Annie Pope

Commissioners voting nay: None

Commissioners abstaining: None

MINUTES REVIEW

There came the matter of the June 6, 2012 minutes. A motion was made to approve the

Commissioners voting aye: Marjorie Chambers
Judy Corts
Robin Roberts
Annie Pope
Don McCleskey

Commissioners voting nay: None

Commissioners abstaining: None

The Hattiesburg Planning Commission voted to **APPROVE** Item D.

There came the matter of Item E, the petition filed and represented by Charles Bourland, Landry and Lewis Architects, on behalf of William Cary University, Owner, to change the zoning classification of certain properties located at 1406 and 1409 Penton Avenue from R1-C (Single-Family Residential) to R-2 (Two-Family Residential), and to grant a use permit as detailed in Article 4, Section 55.03 (8), which states that a use permit for a "University or College, not business or commercial college" may be permitted upon review.

	Name	Address	City/State
<u>Presented by:</u>	Charles Bourland	5211 Old Highway 11	Hattiesburg, MS 39402
<u>Proponents:</u>	None		
<u>Opponents:</u>	None		

Presiding Chairman McMurtrey declared the Public Hearing closed at 2:15 p.m. and the Business Meeting open to vote on the item. A motion was made to approve the request based on the following reasons: 1) There is a material change in the circumstances and conditions of the neighborhood and surrounding the petitioned property and there is a public need for the change in question, based on the Comprehensive Plan, and 2) The need to reinforce Hattiesburg's quality of life, preserve neighborhood identity, and boost community pride.

Motion made by: Robin Roberts

Motion seconded by: Judy Corts

Commissioners voting aye: Marjorie Chambers
Judy Corts
Robin Roberts
Annie Pope
Don McCleskey

Commissioners voting nay: None

Commissioners abstaining: None

The Hattiesburg Planning Commission voted to **APPROVE** Item E.

PLANNING COMMISSION

July 5, 2012

ITEM E**PROPERTY ADDRESS:**

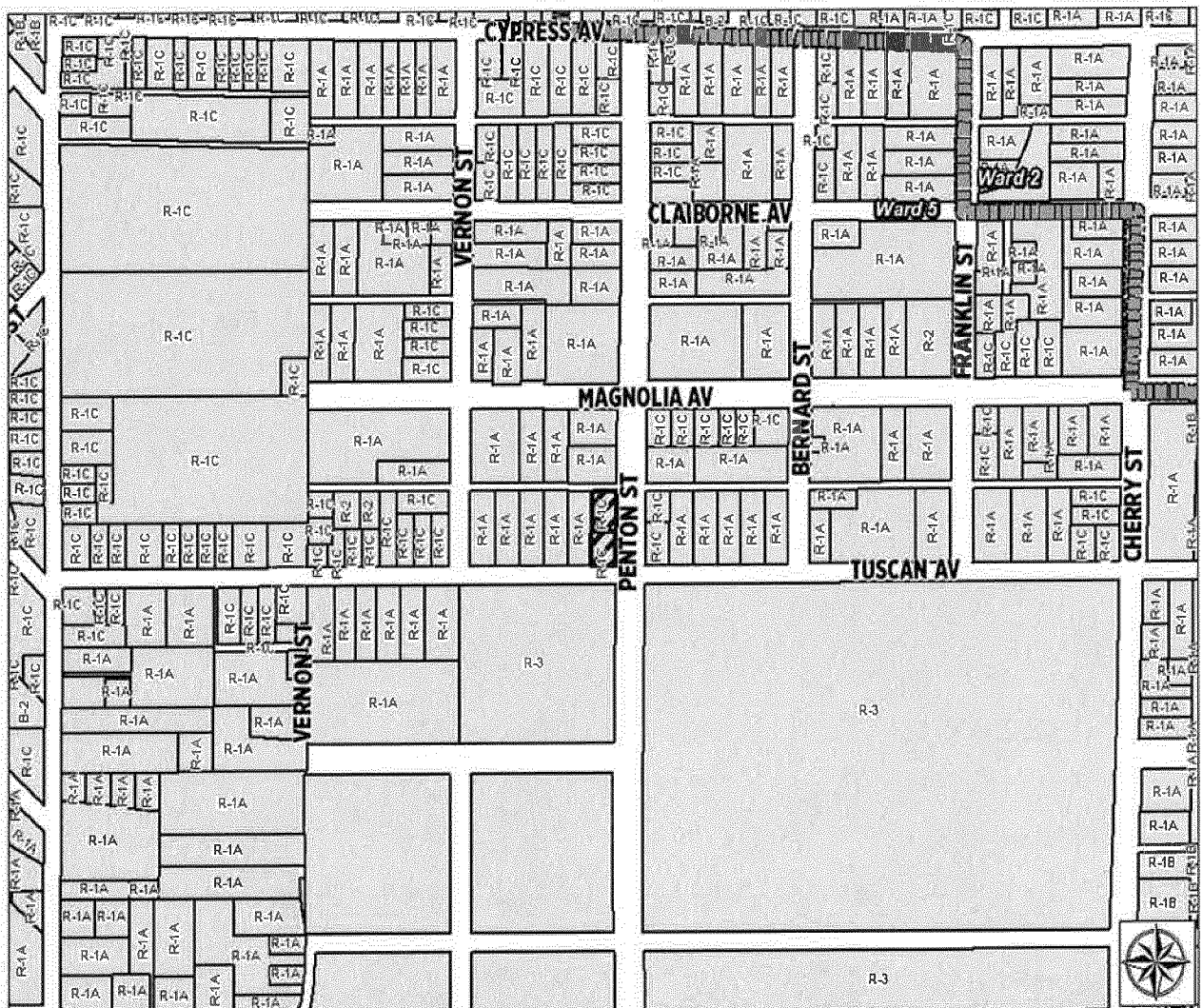
1406 and 1409 Penton Avenue

Parcel: 40-88-21-10**PPIN:** 013690 and 013691**Ward:** 5**PETITIONER:**Charles Bourland, Landry and Lewis Architects,
5211 Old Highway 11, Hattiesburg, MS 39402**PROPERTY OWNER:**William Carey University, Owner, 498 Tuscan
Avenue, Hattiesburg, MS 39401**REQUEST:** To Rezone Parcel located at corner of
Tuscan and Penton from R-1C to R-2 and Grant a
Use Permit for a "University and College."**PREVIOUS PLANNING COMMISSION ACTION ON
SURROUNDING PROPERTY:** N/A**SPECIAL DISTRICTS:**

Flood District: X-NonFlood

Historic District: N/A

Other: N/A

SITE PLAN REVIEW COMMITTEE ACTION:A pre-concept meeting was held on May 10, 2012
in which the concept was discussed and site plan
reviewed on June 8, 2012.**PENDING HISTORIC CONSERVATION
COMMISSION ACTION:** N/A

PLANNING COMMISSION

July 5, 2012

ITEM E

PROPERTY ADDRESS:

1406 and 1409 Penton Avenue

REQUESTED ACTION:

To Rezone Parcel located at corner of Tuscan and Penton from R-1C to R-2 and Grant a Use Permit for a "University and College."

APPLICABLE LAND DEVELOPMENT CODE REGULATIONS:

-Article 4, Section 55.03 (8)

ADJACENT ZONING AND LAND USES:

NORTH: R-1A (Single-Family Residential) District;
Single-Family

SOUTH: R-3 (Multi-Family Residential) District;
University

EAST: R-1C (Single-Family Residential) District;
Single-Family

WEST: R-1A (Single-Family Residential) District;
Single-Family

FUTURE LAND USE MAP DESIGNATION:Neighborhood Center Mixed Use District

See Comprehensive Plan—pages 100-101

District Overview:

Neighborhood Mixed-Use Districts provide locations for a range of compatible uses that primarily serve neighborhood residents, area businesses and employment centers, and visitors drawn to the special district. In this district, a mix of land uses may be found that complement the character of the surrounding neighborhoods and/or employment centers, and allow the extension of certain non-residential land uses to properties that had previously been used as residences.

District Characteristics:

The characteristics of this district include the following: a mix of building types; residential buildings that have been converted to non-residential uses, such as offices; buildings with shallow front and side yards; small private parking area and shared parking in public lots; green space in the form of smaller private yards and courtyards; and buildings with both residential and commercial uses.

District Land Uses:

The following land uses should be found in this district: single-family residential uses; accessory apartments; small townhome developments (six to eight units per acre; development sizes no greater than two acres); second-floor apartments over retail or service businesses; smaller, low-intensity retail and service businesses, such as specialty shops, delis and cafes; public and quasi-public uses, such as churches, schools and public offices; arts-related businesses; and small offices in converted residences or new buildings constructed to the same character as the surrounding neighborhood.

PHYSICAL SITE CHARACTERISTICS:

The site consists of two parcels that have been historically used as apartments. The units have been vacant and in disrepair for several years. The southern structure is a 3-story building consisting of 6 units, and the northern adjacent structure is only one story consisting of 4 units.

STREETS AND TRAFFIC:

The small two parcels are located at the corner of Penton Avenue and Tuscan Avenue.

PUBLIC UTILITIES:

The City of Hattiesburg provides water and sewer services to the site. Mississippi Power is the electrical provider.

PARKING AND ACCESS:

The lot has access to Penton Avenue and Tuscan Avenue. As a component of the University, parking can be accommodated within the campus. On-site parking exists along Penton Avenue, but reductions in access or curb cuts will be required for future renovations.

CHARACTER OF THE NEIGHBORHOOD:

The property is located within the Unified Neighborhood Association. This includes William Carey and the surrounding mix of residences.

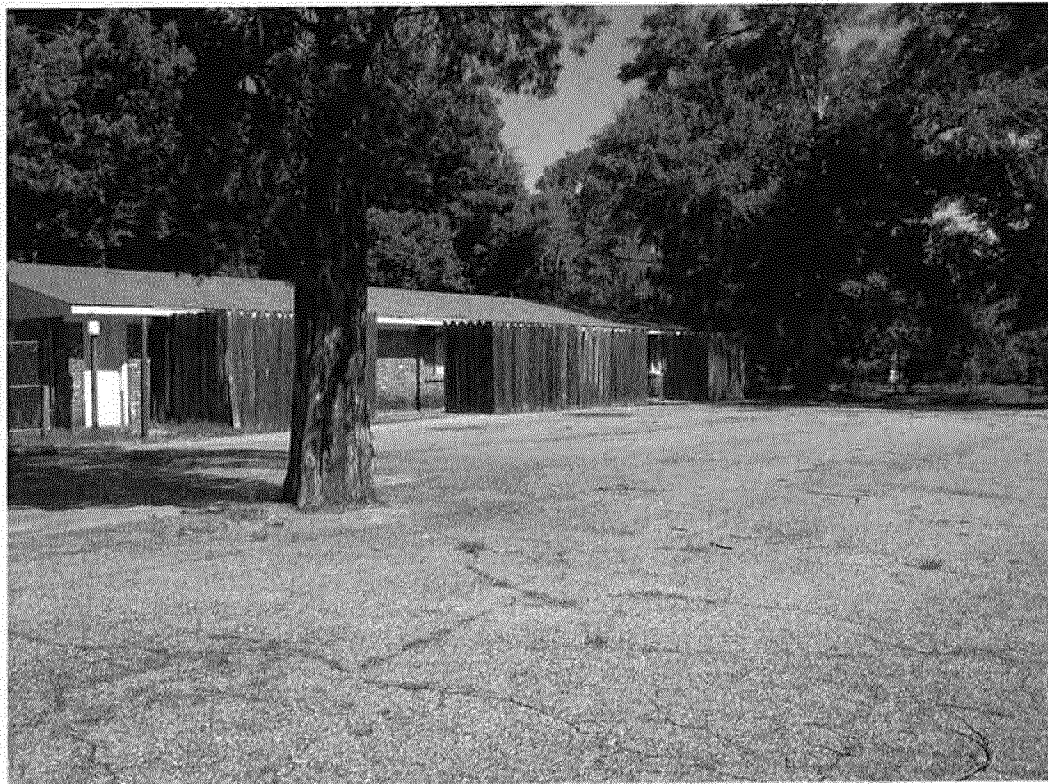
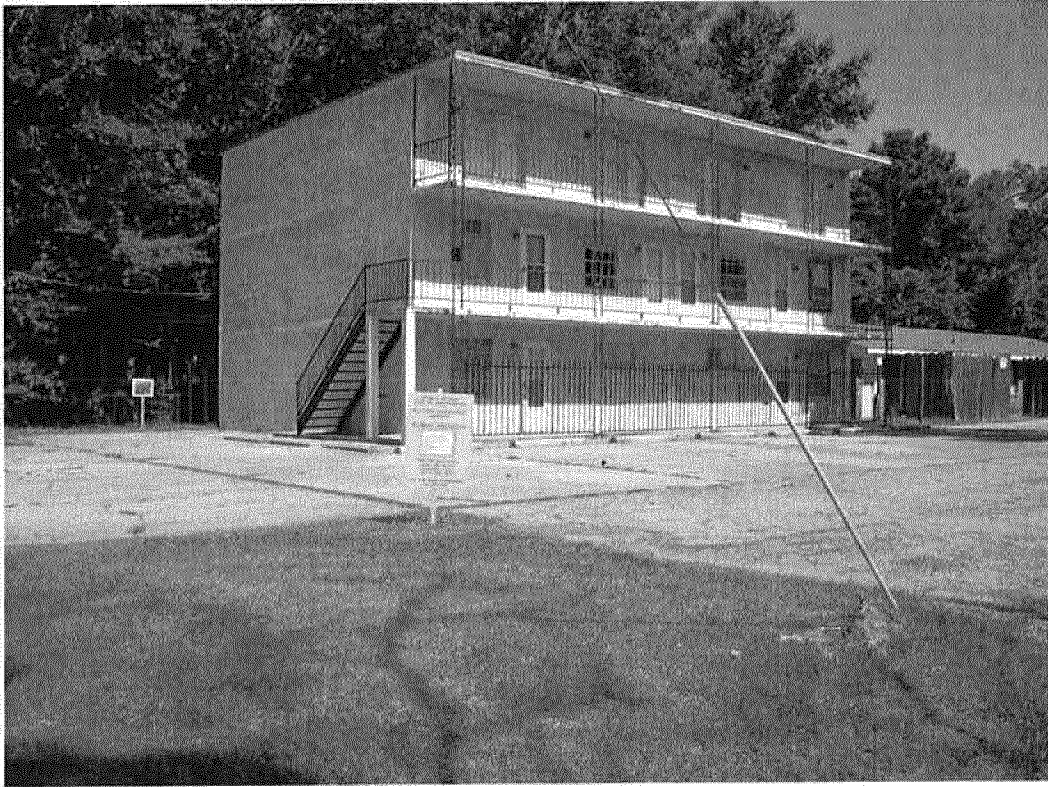
CONSIDERATIONS:

William Carey has been expanding for several years. In addition, WCU has purchased surrounding properties that have been in disrepair in efforts to stabilize the neighborhood. The building will ultimately be used as student or faculty housing. At present the building is non-conforming and the rezoning will bring the use into conformance.

CRITERIA FOR AMENDMENTS:

- A. A change in Neighborhood Character
- B. Mistake in Zoning
- C. Public Need

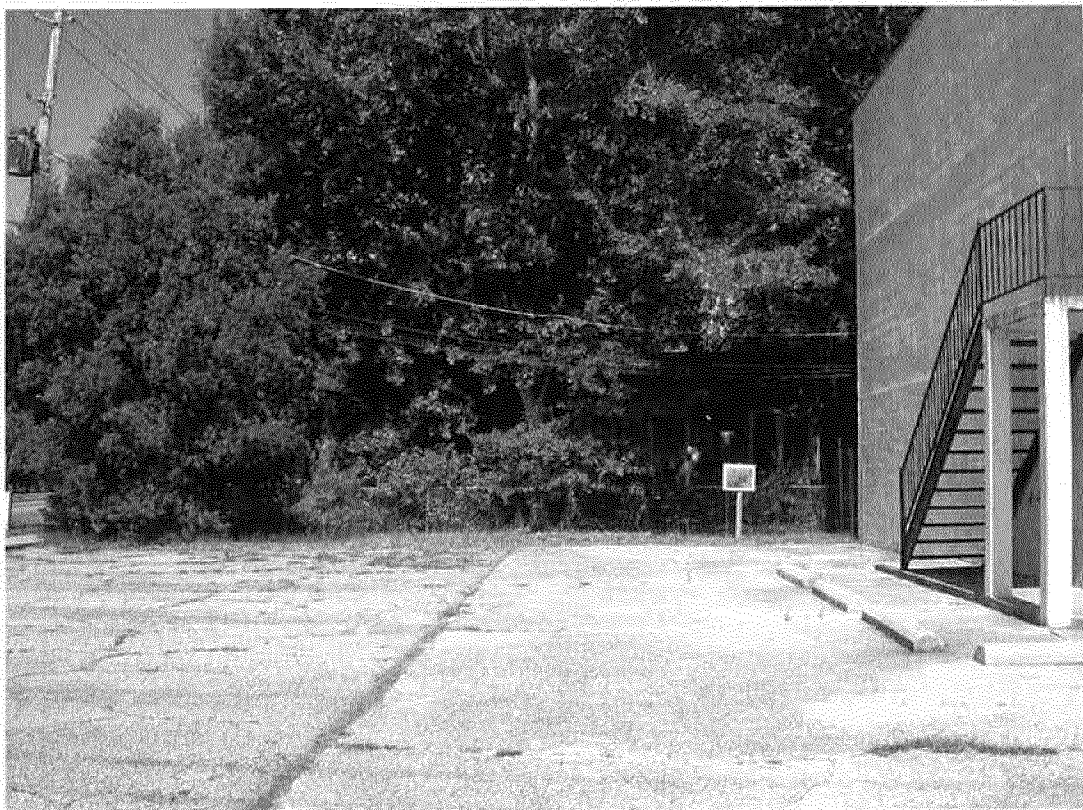
1406 and 1409 Penton Avenue



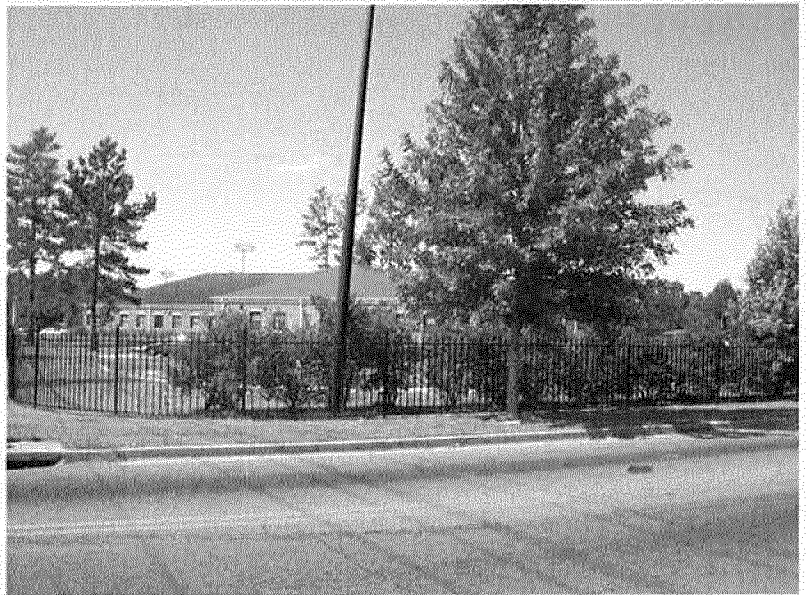
Residential (East)



Wooded Area and Residential (West)



William Carey University (South)



Site Plan Pre- Application / Public Hearing Contact Information Form

City of Hattiesburg - Planning Department

Note: A pre-application submittal must contain a completed Site Plan Pre-Application form and a concept plan drawn to scale.

Site Plan Pre-Application Date: Click here to enter a date. Planner: _____

Today's Date: Click here to enter a date.

Project Name: William Carey University Apartments

Proposed Use(s): Apartments

Project Street Address: 1406 & 1409 Benton Avenue

PPIN Number(s) (If unknown, can be found on tax receipt): 013690 + 013691

Parcel Number(s): 40-88-21-10 & Hard 3

Flood Zone(s): X-nonflood Historic District(s): N/A

Zoning District(s): R-10 Proposed Cost of the Project: \$ _____

Project Representative Information

Project Representative and Title: ☒ Applicant ☐ Property Owner ☐ Representative ☐ Agent ☐ Contractor ☒

Architect ☐ Engineer ☐ Other (Specify): _____

Name: Charles Boorland Company Name: Landry & Lewis Architects

Phone: 601-271-7711 Fax: _____ Email: Charles@landryandlewis.com

Mailing Address: 5211 Old Highway 11
Hattiesburg, MS 39402

Name: Robert D. Blirens

☐ Applicant ☒ Property Owner ☒ Representative ☐ Agent ☐ Contractor ☐ Architect ☐ Engineer ☐ Other (Specify): _____

Phone: _____ Fax: _____ Email: _____

Mailing Address: William Carey University

Name: _____

☐ Applicant ☐ Property Owner ☐ Representative ☐ Agent ☐ Contractor ☐ Architect ☐ Engineer ☐ Other (Specify): _____

Phone: _____ Fax: _____ Email: _____

Mailing Address: _____

RECEIVED

MAY 25 2012

PUBLIC HEARING APPLICATION
P O BOX 1898 (200 Forrest Street/39401)
HATTIESBURG, MS 39403-1898

Department of Urban Development
 (601) 545-4591 or 545-4599 or FAX (601) 545-1962

PUBLIC HEARING TYPE REQUESTED:**Application for (check all appropriate types):**

- ☐ Variance (details below) ☒ Use Permit (details below) ☒ Re-Zoning (details below)
☐ Subdividing of Lot, Parcel or Tract ☐ Overlay District
☐ Street or Alley Renaming ☐ Vacating Street or Alley
☐ Planned Unit Development ☐ Planned Residential Development

FOR VARIANCE ONLY:

Check all appropriate variance types:

- ☐ Sign ☐ Setback (front, side or rear _____) ☐ Off-site Parking
☐ Lot Width ☐ Lot Coverage Area ☐ Buffer ☐ Open Space
☐ Other _____

Land Development Code Article No. _____

Section _____

Article No. _____

Section _____

Article No. _____

Section _____

Staff
 Information –
 do not complete

FOR USE PERMIT UPON REVIEW ONLY:

Check Applicable Type:

- ☐ Auto Sales ☐ Barber/Beauty Shop ☐ Care Center (type _____)
☐ Digital Billboard, New ☐ Digital Billboard, Replacement ☐ Junk Yard
☐ Restaurant ☐ Telecommunications ☒ Other WCU University

Land Development Code Article No. _____

Section _____

Staff
 Information

FOR RE-ZONING ONLY:

Existing Zoning: R-1C

Proposed Zoning: R-2

THIS PAGE MUST BE SIGNED IN FRONT OF A NOTARY, BY THE **APPLICANT** OF THIS PETITION,
ONLY IF DIFFERENT FROM THE OWNER(S) OF THE SUBJECT PROPERTY

WITNESS THE SIGNATURES of the **APPLICANT(s)** of the subject property located at

1406 x 1409 Penton Ave. Hall-essburg MS
Street Address City State

on this the 23 day of May, 2012

Charles Bowland
Applicant

Landry And Lewis Architects
Applicant

STATE OF Mississippi

COUNTY OF Forrest

Personally came and appeared before me, the within named

Charles Bowland

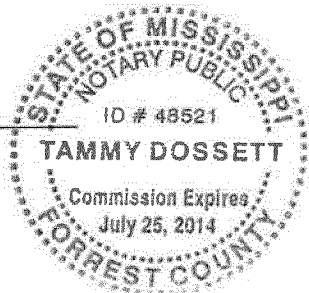
who signed and delivered the above and foregoing instrument as and for their free act and deed on the day
and year therein mentioned, and who acknowledge to me that they are the owner(s) of the subject property
as described in this Request For Rezoning Application.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 23 day of May,
2012.

Tammy Dossett
NOTARY PUBLIC

My Commission Expires:

7/25/14



THIS PAGE MUST BE SIGNED IN FRONT OF A NOTARY, BY THE OWNER(S) OF THE SUBJECT PROPERTY

WITNESS THE SIGNATURES of the OWNER(s) of the subject property located at

1406 & 1409 Penton Ave. Hattiesburg MS
Street Address City State

on this the 23 day of May, 2012.

In the matter of this request, the property owner further authorizes the following named person to represent them at the public hearing on this petition.

ROBERT D. BLIVENS

on this the 23rd day of MAY, 2012.

Robert D. Blivens

Property Owner

William Carey Jowers, III
Property Owner

STATE OF Mississippi

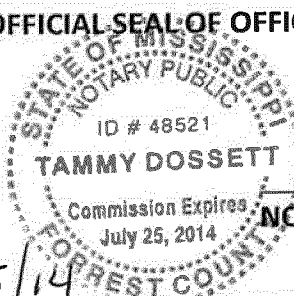
COUNTY OF Forrest

Personally came and appeared before me, the within named

Robert D. Blivens

who signed and delivered the above and foregoing instrument as and for their free act and deed on the day and year therein mentioned, and who acknowledge to me that they are the owner(s) of the subject property as described in this request for zoning application.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 23 day of May, 2012.



Tammy Dossett
NOTARY PUBLIC

My Commission Expires:

7/25/14

Rezoning Information (1 page)

One of the following conditions must be met before a rezoning can be recommended.
Check the condition(s) most applicable to your request and explain in writing.

- A. There is a material change in the circumstances and conditions of the neighborhood and area surrounding the petitioned property and there is a public need for the change in question, based on the Comprehensive Plan.
- B. There is a mistake in the original zoning.
- C. Annexation

Detailed explanation of condition(s) most applicable to your request: (Please print or type.)

WCU wishes to use the existing and would need the property rezoned to do so.

Use Permit upon Review Information (2 pages)

see separate applications for digital billboards, junk/tow yards and telecommunications towers

RECEIVED
MAY 30 2012
GPH

1. List goods and merchandise to be sold on the premises.

None

2. Describe the proposed use of utilities and community facilities?

Normal Water, sewer and electrical

3. What is the expected number of employees? _____

4. Will there be any elevation in the noise level resulting from this proposed use? _

If yes, please explain:

5. Will there be any discharge of air, liquid, or solids? _____ If yes, please explain:

6. Will there be any additional pedestrian or vehicular traffic generated by the proposed use? ___Yes___

If yes, please explain:

Students will be crossing Tuscan Avenue to get to the building.

7. Parking Requirements:

Commercial/Industrial: Paved parking will be provided for _____ vehicles, and
_____ Handicap vehicle(s); with _____ 0 _____ loading spaces.

8. One of the following conditions must be met before a Use Permit upon Review can be recommended. Check the condition(s) most applicable to your request and explain in writing.

☐ A. The need to protect the stability, integrity, and character of Hattiesburg's residential neighborhoods.

☐ B. The need to preserve and encourage the stability of the Hattiesburg business community.

- ☐ C. The need to reinforce Hattiesburg's quality of life, preserve neighborhood identity, and boost community pride.
- ☒ D. The need to conserve and protect Hattiesburg's physical infrastructure.
- ☐ E. The public need for the proposed use, as opposed to the private interest of an individual.

Detailed explanation of condition(s) most applicable to your request:

William Carey University has purchased the property from the previous owner and is interested in improving the property for purposes of stabilizing and contributing to the vitality and quality of life of the neighborhood community while also maintaining the integrity of the neighborhood's identity and boosting community pride. The University proposes to achieve these goals by investing in the conservation and protection of the physical infrastructure of the property. At this time the William Carey University does not have any particular proposed use of the building. A possible use would be to continue it as apartments to provide residential opportunities to University students and/or faculty.

The current R1-C zoning does not allow college or university uses, but by rezoning to R-2 with a special use permit as "College and University" use upon approval of the planning commission, WCU can occupy and use the existing building.

Use Permit upon Review Information (2 pages)

see separate applications for digital billboards, junk/tow yards and telecommunications towers

1. List goods and merchandise to be sold on the premises.

None

2. Describe the proposed use of utilities and community facilities?

Normal Water, sewer and electrical

3. What is the expected number of employees?

7

4. Will there be any elevation in the noise level resulting from this proposed use? _

If yes, please explain:

5. Will there be any discharge of air, liquid, or solids? NO If yes, please explain:

6. Will there be any additional pedestrian or vehicular traffic generated by the proposed use? Yes

If yes, please explain:

Students will be crossing Tuscan Avenue to get to the building.

7. Parking Requirements:

Commercial/Industrial: Paved parking will be provided for _____ vehicles, and
_____ handicap vehicle(s); with _____ 0 _____ loading spaces.

8. One of the following conditions must be met before a Use Permit upon Review can be recommended. Check the condition(s) most applicable to your request and explain in writing.

☐ A. The need to protect the stability, integrity, and character of Hattiesburg's residential neighborhoods.

☐ B. The need to preserve and encourage the stability of the Hattiesburg business community.

- ☐ C. The need to reinforce Hattiesburg's quality of life, preserve neighborhood identity, and boost community pride.
- ☒ D. The need to conserve and protect Hattiesburg's physical infrastructure.
- ☐ E. The public need for the proposed use, as opposed to the private interest of an individual.

Detailed explanation of condition(s) most applicable to your request:

_____ WCU wishes to use the existing building that they now own but would need the property rezoned to be able to use it _____

Forrest County
Filed/Recorded MAY 4 2011 02:27:00PM
Witness my hand and seal
Jimmy C. Havard
Chancery Clerk

Prepared by:
Dorranice Aultman, MSB # 1661
Aultman, Tyner & Ruffin, Ltd.
P. O. Drawer 750
Hattiesburg, MS 39403-0750
601-583-2671

Return to:
William Carey University
498 Tuscan Avenue, Box 2
Hattiesburg, MS 39401
601-318-6051

INDEXING INSTRUCTIONS: Lot Twelve (12), Block Twenty-three (23) of the BURKETT SUBDIVISION of the City of Hattiesburg, County of Forrest, State of Mississippi.

STATE OF MISSISSIPPI
COUNTY OF FORREST

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt, sufficiency and adequacy of all of which are hereby acknowledged,

Reid C. A. Tucker
209 Rebecca Avenue
Hattiesburg, MS 39401
(601) 545-1816

being the sole owner of said property following the death of my wife on July 11, 2010, with whom I owned the property being conveyed herein as joint tenants with full rights of survivorship, does hereby sell, convey, and warrant to

WILLIAM CAREY UNIVERSITY
498 Tuscan Avenue, Box 2
Hattiesburg, MS 39401
601-318-6051

the following described real property located and situated in Forrest County, Mississippi, and more particularly described as follows, to-wit:

Lot Twelve (12), Block Twenty-Three (23) of the BURKETT SUBDIVISION of the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof which is on file and of record in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

**Inst. 675230
Bk 1102 Pg 0072**

This conveyance is subject to any and all prior reservations, conveyances, exceptions, and leases of oil, gas and minerals in, under and upon the above described property.

This conveyance is subject to any and all easements, rights of way, or Building Restrictions and Protective Covenants of record or of use in any way pertaining to or affecting the above described property.

This conveyance and the warranty hereof are subject to the present tenant occupancy.

The premises are conveyed to and accepted by the Grantee in their present condition

Ad valorem taxes for the year 2011 are to be prorated between the Grantor and the Grantee as of the date of the delivery of this instrument, and payment is to be assumed by the Grantee.

WITNESS OUR SIGNATURES on this, the 3rd day of May, A.D., 2011.

Reid C. A. Tucker
REID C. A. TUCKER, Grantor

WILLIAM CAREY UNIVERSITY, GRANTEE

BY: Tommy King

Tommy King, President

Inst. 675230
Bk 1102 Pg 0073

Page 2 of 3

E-14

STATE OF MISSISSIPPI
COUNTY OF FORREST

PERSONALLY came and appeared before me, the undersigned authority in and for said County and State, the within named REID C. A. TUCKER, who acknowledged he signed, executed and delivered the above and foregoing Warranty Deed on the day and year therein mentioned after being duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, on this, the 3rd day of May, A.D., 2011.

Linda Aultman
NOTARY PUBLIC

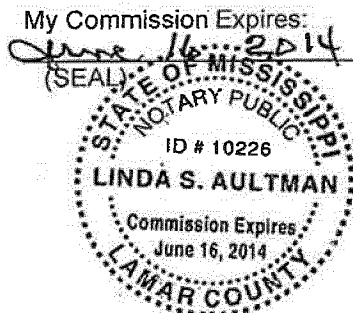


STATE OF MISSISSIPPI
COUNTY OF FORREST

PERSONALLY came and appeared before me, the undersigned authority in and for said County and State, the within named, Tommy King, who acknowledged that as President of WILLIAM CAREY UNIVERSITY, he signed, executed and delivered the above and foregoing Warranty Deed on the day and year therein mentioned after being duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, on this, the 3rd day of May, A.D., 2011.

Linda Aultman
NOTARY PUBLIC



Inst. 675230
Bk 1102 Pg 0074



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

Dave J. Ware, II

Council - Ward 5

Henry Naylor

June 22, 2012

Charles Bourland
Landry and Lewis Architects
5211 Old Highway 11
Hattiesburg, MS 39402

RE: Rezoning and Use Permit application for certain property located at 1406 and 1409 Penton Avenue (Parcel 40-88-21-10, PPINs 013690 and 013691, Ward 5) requesting to change the zoning classification from R1-C (Single-Family Residential) District to R-2 (Two-Family Residential) District and Use Permit for a University or College.

Dear Mr. Bourland:

Attached is a copy of the Public Notice and other information pertaining to your Public Hearing before the Hattiesburg Planning Commission. You or your representative must attend the hearing on July 5, 2012 at 1:00 PM in the dining room of the Jackie Dole Community Center, 220 West Front Street in Downtown Hattiesburg. If an unavoidable hardship prevents your attending the Public Hearing, please notify us as soon as possible prior to the Public Hearing. The Planning Commission may consider tabling the petition until a later date if you or your representative is unable to attend.

Hattiesburg Planning Commission will make a recommendation to Approve or Deny your petition. City Council will take action on the Planning Commission's recommendation approximately two (2) weeks following the commission hearing. You will receive a letter notifying you of the date and time your petition will be heard by the City Council.

If any party is aggrieved by the recommendation of the Hattiesburg Planning Commission, a Letter of Appeal must be filed with the Planning Division within ten (10) calendar days of the Planning Commission's recommendation. If a Letter of Appeal is filed to hold a public hearing before the City Council, a hearing date will be set (approximately one month later) to allow the aggrieved party to present their case to the City Council.

Thank you for collecting and posting the public notice sign on the above-referenced property. Please be sure the sign is posted for the full 15 days and that the sign is not removed for any reason prior to the hearing. After the conclusion of the hearing you may discard the sign.

Please call the Department of Urban Development at 554-1031 if you

Sincerely,

Chiquita Thompson
Chiquita Thompson
Planner-Apprentice

Enclosure

U.S. Postal Service TM	
CERTIFIED MAIL TM RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage	
Sent To: Charles Bourland	
Landry and Lewis Architects	
Street, Apt. No., or PO Box No. 5211 Old Highway 11	
City, State, ZIP+4 [®] Hattiesburg, MS 39402	
PS Form 3800, August 2000	

7011 2000 0000 6953 6280

Postmark Here

E-16

PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by Charles Bourland, on behalf of William Carey University, Owner, with the Mayor and Council of the City of Hattiesburg, Mississippi, as required in the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, to change the zoning classification of certain properties located at 1406 and 1409 Penton Avenue from R1-C (Single-Family Residential) to R-2 (Two-Family Residential), and to grant use permit as detailed in Article 4, Section 55.03 (8), which states that a use permit for a "University or College, not business or commercial college" may be permitted upon review. Said properties being more particularly described as follows, to-wit:

Lot Twelve (12), Block Twenty-Three (23) of Burkett Subdivision of the City of Hattiesburg, County of Forrest, State of Mississippi, as per map or plat thereof which is on file and of record in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging. (Parcels 2-038G-15-192.00 and 2-038G-15-193.00, PPIN 013690 and 013691, Ward 5)

A PUBLIC HEARING in relation to the above described petition will be held at 1:00 p.m., Thursday July 5, 2012, in the Jackie Dole Sherrill Community Center, First Floor, Hattiesburg, Mississippi, before the Planning Commission of said City, at which time and at which hearing all parties of interest and citizens shall have an opportunity to be heard.

WITNESS my signature and the official seal of said City on this, the 11th day of June A.D., 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Eddie Myers /s/
CITY CLERK

(SEAL)

Publish (1) Friday, June 15, 2012
City of Hattiesburg
Return PROOF to City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403-1898

Prepared by: City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601)545-4550

Return to: City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403
(601)545-4550

INDEXING INSTRUCTIONS:

ORDINANCE NUMBER _____
OF THE
CITY OF HATTIESBURG, MISSISSIPPI

**AN ORDINANCE CHANGING AND AMENDING THE COMPREHENSIVE
ZONING DISTRICT MAP, ADOPTED AS PART OF THE COMPREHENSIVE
ZONING ORDINANCE NO. 2330, AS AMENDED,
OF THE CITY OF HATTIESBURG, MISSISSIPPI
SO AS TO CHANGE THE ZONING CLASSIFICATION OF
CERTAIN PROPERTIES LOCATED AT 1406 AND 1409 PENTON AVENUE
(PARCEL 2-038G-15-192.00 and 2-038G-15-193.00, PPIN 013690 and 013691, WARD 5)
FROM R1-C (SINGLE-FAMILY RESIDENTIAL) DISTRICT TO
R-2 (TWO-FAMILY RESIDENTIAL) DISTRICT
IN THE CITY OF HATTIESBURG MISSISSIPPI**

**BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF
HATTIESBURG, MISSISSIPPI:**

SECTION 1. That the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi be and the same is hereby changed and amended. The Hattiesburg Planning Commission recommendation to APPROVE said change in zoning for the following reason:

1. There is a material change in the circumstances and conditions of the neighborhood and area surrounding the petitioned property and there is a public need for the change in question, based on the Comprehensive Plan and
2. The need to reinforce Hattiesburg's quality of life, preserve neighborhood identity, and boost community pride.

in connection therewith so that the land described as follows be zoned as follows:

Lot Twelve (12), Block Twenty-Three (23) of Burkett Subdivision of the City of Hattiesburg, County of Forrest, State of Mississippi, as per map or plat thereof which is on file and of record in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging. (Parcels 2-038G-15-192.00 and 2-038G-15-193.00, PPIN 013690 and 013691, Ward 5)

also known as certain properties located at 1406 and 1409 Penton Avenue (Parcels 2-038G-15-192.00 and 2-038G-15-193.00, PPIN 013690 and 013691, Ward 5) from R-1C (Single-Family Residential) District to R-2 (Two-Family Residential) District, filed by William Carey University, Owner.

SECTION 2. Except as hereby expressly changed and amended, the aforesaid Comprehensive Zoning District Map and the Comprehensive Zoning Ordinance No. 2330, as amended, of said City of Hattiesburg, Mississippi, shall be and remain in full force and form as adopted.

SECTION 3. That this Ordinance take effect and be in force thirty (30) days from and after passage as provided by law.

The foregoing Ordinance 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 foregoing Ordinance adopted and approved, this the _____ day of _____ A.D., 2012.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

THE above and foregoing Ordinance having been submitted to and approved by the Mayor, this the _____ day of _____ A.D., 2012.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Prepared by: City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601)545-4550

Return to: City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403
(601)545-4550

INDEXING INSTRUCTIONS:

ORDINANCE NUMBER 3091

OF THE

CITY OF HATTIESBURG, MISSISSIPPI

AN ORDINANCE CHANGING AND AMENDING THE COMPREHENSIVE
ZONING DISTRICT MAP, ADOPTED AS PART OF THE COMPREHENSIVE ZONING
ORDINANCE NO. 2330, AS AMENDED,

OF THE CITY OF HATTIESBURG, MISSISSIPPI

SO AS TO CHANGE THE ZONING CLASSIFICATION OF

CERTAIN PROPERTIES LOCATED AT 1406 AND 1409 PENTON AVENUE

(PARCEL 2-038G-15-192.00 and 2-038G-15-193.00, PPIN 013690 and 013691, WARD 5)

FROM R1-C (SINGLE-FAMILY RESIDENTIAL) DISTRICT TO

R-2 (TWO-FAMILY RESIDENTIAL) DISTRICT

IN THE CITY OF HATTIESBURG MISSISSIPPI

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF HATTIESBURG,
MISSISSIPPI:

SECTION 1. That the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi be and the same is hereby changed and amended. The Hattiesburg Planning Commission recommendation to APPROVE said change in zoning for the following reason:

1. There is a material change in the circumstances and conditions of the neighborhood and area surrounding the petitioned property and there is a public need for the change in question, based on the Comprehensive Plan and
2. The need to reinforce Hattiesburg's quality of life, preserve neighborhood identity, and boost community pride.

in connection therewith so that the land described as follows be zoned as follows:

Lot Twelve (12), Block Twenty-Three (23) of Burkett Subdivision of the City of

Hattiesburg, County of Forrest, State of Mississippi, as per map or plat thereof which is on file and of record in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging. (Parcels 2-038G-15-192.00 and 2-038G-15-193.00, PPIN 013690 and 013691, Ward 5)

also known as certain properties located at 1406 and 1409 Penton Avenue (Parcels 2-038G-15-192.00 and 2-038G-15-193.00, PPIN 013690 and 013691, Ward 5) from R-1C (Single-Family Residential) District to R-2 (Two-Family Residential) District, filed by William Carey University, Owner.

SECTION 2. Except as hereby expressly changed and amended, the aforesaid Comprehensive Zoning District Map and the Comprehensive Zoning Ordinance No. 2330, as amended, of said City of Hattiesburg, Mississippi, shall be and remain in full force and form as adopted.

SECTION 3. That this Ordinance take effect and be in force thirty (30) days from and after passage as provided by law.

The foregoing Ordinance having been reduced to writing, the same was introduced by Council member Naylor seconded by Council member Delgado and was adopted by the following vote to-wit:

YEAS: Bradley
Delgado
Carroll
Ware
Naylor

NAYS: None

THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the 21st day of August 2012.
(S E A L)

ATTEST:

Delia A. Bernardo
CLERK OF COUNCIL

ADOPTED:

[Signature]
PRESIDENT

THE above and foregoing Ordinance having been submitted to and approved by the Mayor, this the 21st day of August 2012.

ATTEST:

[Signature]
CITY CLERK

APPROVED:

[Signature]
MAYOR



City of Hattiesburg, MS

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

Master

File Number: 2012-1057

File ID: 2012-1057

Type: Ordinance

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created:

Brief Title: 805 Hardy Street (204 and 206 Dearborne Street)
-Zoning Change

Final Action: 08/21/2012

Minute Book Number: MB 2012-1/288

Title:

Adopt an Ordinance for the petition approved on August 7, 2012, at MB 2012-1/263, filed and represented by Steve Moore, Owner, to change and amend the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, Article 4, Section 60 to change the zoning classification of certain property located at 805 Hardy Street (parcel #'s 28-564-1-10 and 28-564-1-11, PPINs 020606 and 020607, Ward 4), from R1-C (Single-Family Residential) District, to B-3 (Community Business) District. The parcels being rezoned are addressed as 204 and 206 Dearborne Street; Hattiesburg Planning Commission recommended to APPROVE on July 24, 2012.

Notes:

Sponsors:

Enactment Date:

Attachments: 805 Hardy Street (204 and 206 Dearborne St.)
Minutes and Packet, Rezone ord. 204 and 206
Dearborne, Executed Ord. 3092.Dearborne

Enactment Number:

Contact:

Meeting Date:

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/21/2012	Adopt				Pass

Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Carroll to Adopt an Ordinance (Number 3092) for the petition approved on August 7, 2012, at MB 2012-1/263, filed and represented by Steve Moore, Owner, to change and amend the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, Article 4, Section 60 to change the zoning classification of certain property located at 805 Hardy Street (parcel #'s 28-564-1-10 and 28-564-1-11, PPINs 020606 and 020607, Ward 4), from R1-C (Single-Family Residential) District, to B-3 (Community Business) District. The parcels being rezoned are addressed as 204 and 206 Dearborne Street; Hattiesburg Planning Commission recommended to APPROVE on July 24, 2012.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - Bradley, Delgado, Carroll, Ware and Naylor

Nays: 0

Yea: 5 President Bradley
 Council Member Delgado
 Council Member Carroll
 Vice President Ware
 Council Member Naylor

TEL-No Vote: 0

Text of Legislative File 2012-1057

Title

Adopt an Ordinance for the petition approved on August 7, 2012, at MB 2012-1/263, filed and represented by Steve Moore, Owner, to change and amend the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, Article 4, Section 60 to change the zoning classification of certain property located at 805 Hardy Street (parcel #'s 28-564-1-10 and 28-564-1-11, PPINs 020606 and 020607, Ward 4), from R1-C (Single-Family Residential) District, to B-3 (Community Business) District. The parcels being rezoned are addressed as 204 and 206 Dearborne Street; Hattiesburg Planning Commission recommended to APPROVE on July 24, 2012.

Summary

805 Hardy Street (204 and 206 Dearborne Street) - Zoning Change

Budget Information

Expenditure Type

Purchasing Item

Publication Information

**MINUTES
OF THE
REGULAR MEETING
OF THE
HATTIESBURG PLANNING COMMISSION
JULY 24, 2012**

The Hattiesburg Planning Commission did meet in a regular session on July 24, 2012 at 1:15 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Linda McMurtrey, Secretary, presiding as Chairman in the absence of Chairman Conville.

Commissioners Present: Robin Roberts
Linda McMurtrey, Secretary
Don McCleskey
Marjorie Chambers
Judy Corts
Annie Pope

Commissioners Absent: Joseph White, Vice-Chairman
Richard Conville, Chairman
Jessie Wilson

Also Present: Pattie Brantley, AICP, Director of Urban Development
Donovan Scruggs, AICP, Planning Manager
Chiquila Thompson, Planner-Apprentice
Bill Rodgers, Land Code Administrator

Linda McMurtrey, Secretary/Presiding Chairman, declared the regular meeting of the Hattiesburg Planning Commission open and in session.

Invocation: Linda McMurtrey, Secretary/Presiding Chairman

AGENDA REVIEW

There came the matter of the Agenda for the July 24, 2012 meeting. A motion was made to approve the agenda.

Motion made by: Don McCleskey

Motion seconded by: Judy Corts

Commissioners voting aye: Marjorie Chambers
Robin Roberts
Don McCleskey
Judy Corts
Annie Pope

Commissioners voting nay: None

Commissioners abstaining: None

MINUTES REVIEW

There came the matter of the June 6, 2012 minutes. A motion was made to approve the

There came the matter of Item B, the petition filed and represented by Steve Moore, Owner, to change and amend the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, Article 4, Section 60 to change the zoning classification of certain property located at 805 Hardy Street (parcel #s 28-564-1-10 and 28-564-1-11, PPINs 020606 and 020607, Ward 4), from R1-C (Single-Family Residential) District, to B-3 (Community Business) District. The parcels being rezoned are addressed as 204 and 206 Dearborne Street.

	Name	Address	City/State
<u>Presented by:</u>	Steve E. Moore	805 Hardy Street	Hattiesburg, MS 39401
<u>Proponents:</u>	Gregory Moore	805 Hardy Street	Hattiesburg, MS 39401
<u>Opponents:</u>	None		

Presiding Chairman McMurtrey declared the Public Hearing closed at 1:39 p.m. and the Business Meeting open to vote on the request. A motion was made to approve the request based on the following reason: There is a material change in the circumstances and conditions of the neighborhood and area surrounding the petitioned property and there is a public need for the change in question, based on the Comprehensive Plan.

<u>Motion made by:</u>	Don McCleskey
<u>Motion seconded by:</u>	Judy Corts
<u>Commissioners voting aye:</u>	Marjorie Chambers Judy Corts Robin Roberts Don McCleskey Annie Pope
<u>Commissioners voting nay:</u>	None
<u>Commissioners abstaining:</u>	None

The Hattiesburg Planning Commission voted to **APPROVE** Item B.

There came the matter of Item C, the petition filed and represented by Neel-Schaffer, Inc. (Patrick Furr & Jennifer Nobles), Owner, for a variance from the side yard setback requirements detailed in Article 4, Section 58.04 of the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi. This request, if approved, would allow the applicant to place a structure at a point four (4) feet from the side property line for a certain property located at 704 Hardy Street (Parcel 29-448-21-4, PPIN 019472, Ward 4).

	Name	Address	City/State
<u>Presented by:</u>	Patrick Furr	704 Hardy Street	Hattiesburg, MS 39401
<u>Proponents:</u>	None		
<u>Opponents:</u>	None		

PLANNING COMMISSION

July 5, 2012

ITEM B

PROPERTY ADDRESS:

805 Hardy Street (lots being rezoned are 204 and 206 Dearborne Street)

Parcel: 28-564-1-10 and 28-564-1-11

PPIN: 020606 and 020607

Ward: 4

PETITIONER:

Steve Moore, Moore Funeral Homes, 805 Hardy Street, Hattiesburg, MS 39401

PROPERTY OWNER:

Steve Moore with Moore Funeral Home, Owner, 805 Hardy Street, Hattiesburg, MS 39401

REQUEST: To change zoning classification from R1-C (Single-Family Residential) District to B-3 (Community Business) District.

PREVIOUS PLANNING COMMISSION ACTION ON SURROUNDING PROPERTY: Neel-Schaffer variance consideration (Item C) is located to the south of this proposal.

SPECIAL DISTRICTS:

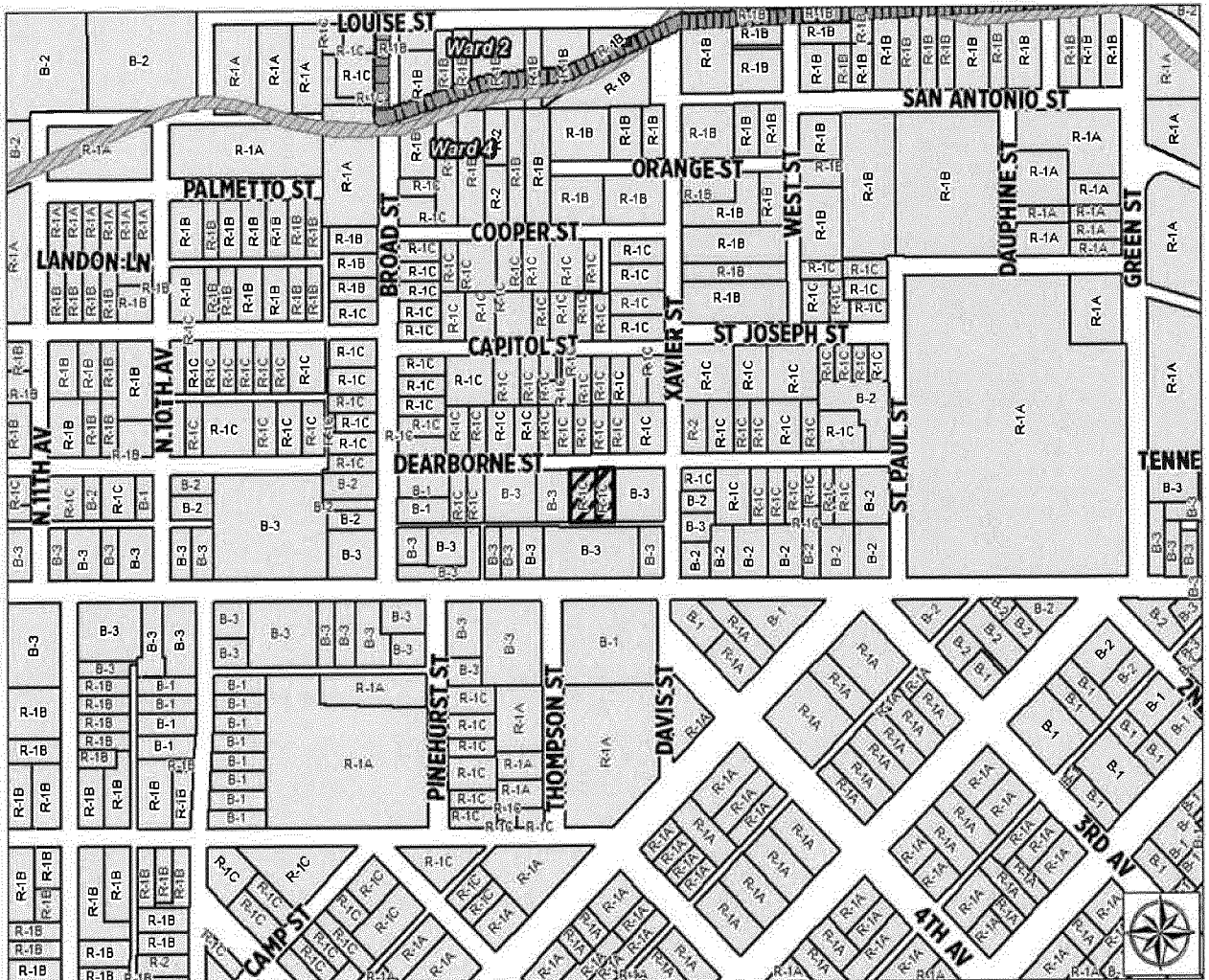
Flood District: X-NonFlood

Historic District: N/A

Other: N/A

SITE PLAN REVIEW COMMITTEE ACTION: N/A

PENDING HISTORIC CONSERVATION COMMISSION ACTION: N/A



PLANNING COMMISSION

July 5, 2012

ITEM B

PROPERTY ADDRESS:

805 Hardy Street (lots being rezoned are 204 and 206 Dearborne Street)

REQUESTED ACTION:

To change zoning classification from R1-C (Single-Family Residential) District to B-3 (Community Business) District.

APPLICABLE LAND DEVELOPMENT CODE REGULATIONS:

- Article 4, Section 60

ADJACENT ZONING AND LAND USES:

NORTH: R-1C (Single-Family Residential) District;
Single Family

SOUTH: B-3 (Community Business) District,
Business

EAST: B-3 (Community Business) District,
Business

WEST: B-3 (Community Business) District,
Business

FUTURE LAND USE MAP DESIGNATION:

Neighborhood Business District

See Comprehensive Plan—pages 96-97

District Overview:

The Neighborhood Business District is primarily a residential district located along the city's collector, minor arterial, and certain local streets. In this district, certain residential and low-intensity business uses may be found that exhibit development patterns that complement the residential, pedestrian-oriented character of surrounding neighborhoods.

District Characteristics:

The characteristics of this district include the following: moderate-density single-family residences and certain two-family and multi-family uses; mixed-use buildings and developments; smaller, lower-intensity business developments that provide services to the neighborhood and community; and less-intensive commercial uses than are found in the Community Business District. Site development standards should include maximum building sizes, maximum residential densities, minimum and maximum building setbacks, building and site design elements, and provisions for pedestrian comfort and accessibility.

District Land Uses:

The following land uses should be found in this district: single-family residential uses; two-family and multi-family residences, subject to use, density, and design guidelines; public and quasi-public uses, such as general indoor retail, specialty retail, service and office land uses that do not require the outdoor storage of goods or equipment.

PHYSICAL SITE CHARACTERISTICS:

The two subject parcels (zoned R-1C) abut Dearborne Street and are surrounded by four other parcels owned by Moore Funeral Home. The subject parcels are vacant. The surrounding lots include parking lots, a funeral home, and accessing structures/uses.

STREETS AND TRAFFIC:

The parcels abut Dearborne Street and the funeral home site is bounded by Hardy Street, Dearborne Street, and Xavier Street.

PUBLIC UTILITIES:

The City of Hattiesburg provides water and sewer services to the site. Mississippi Power is the electrical provider.

PARKING AND ACCESS:

Off-street parking is provided on the combined holdings of Moore Funeral Home. Access is from Hardy, Dearborne, and Xavier Streets.

CHARACTER OF THE NEIGHBORHOOD:

The area north of the site is primarily single-family residential and the majority of lots that front Dearborne are residential. These lots abut commercial properties to the rear (south). Some dwelling units along Dearborne are vacant, and some rental properties exist. For this reason, the area may be considered transitional.

CONSIDERATIONS:

Moore Funeral Home has been located at this location since 1959. Over the years, the facilities have expanded and additional lots were purchased to accommodate the growth that included accessory buildings and parking areas. The structures that previously occupied the lots have been removed and the lots are now vacant. The Funeral Home hopes for additional expansions and desires a rezoning of these lots to provide consistent zoning for the entire site.

CRITERIA FOR AMENDMENTS:

1. Change in neighborhood character.
2. Mistake in the original zoning of the property.
3. Public need for a change in the zoning of the property.

204 and 206 Dearborne Street



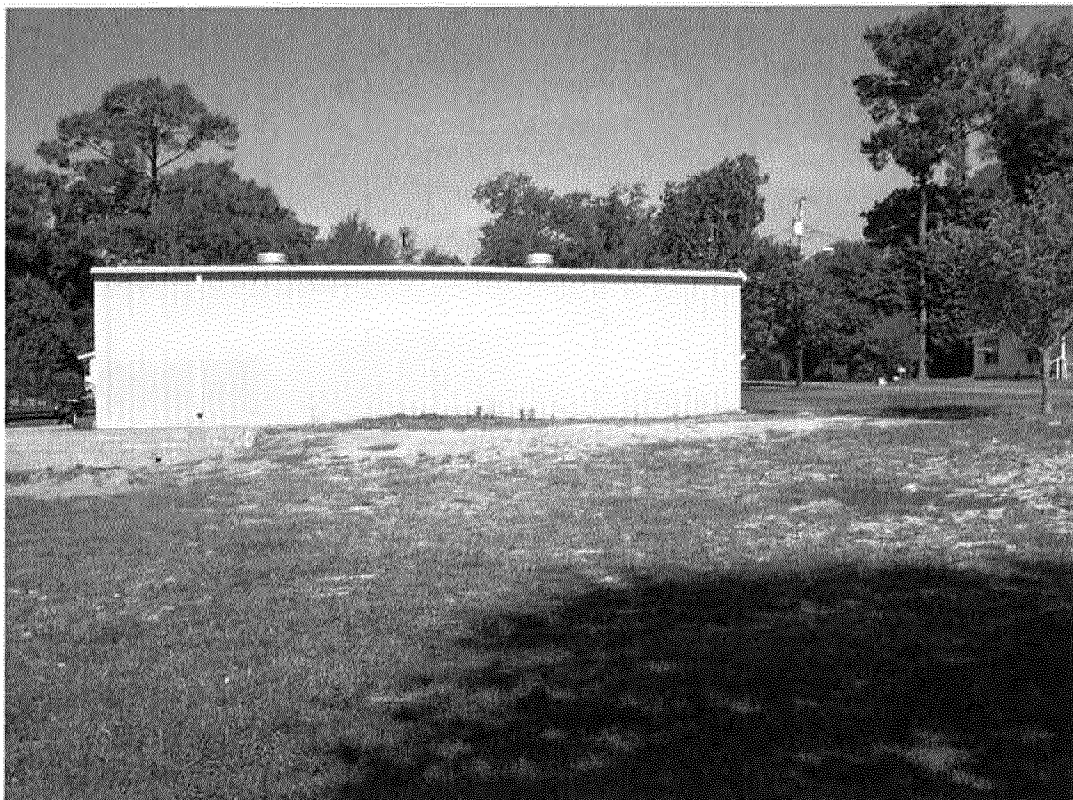
Moore Funeral Home Parking Lot (East)



Residential Homes (North)



Moore Funeral Home Accessory Structure (West)



Moore Funeral Home (South)



Moore Funeral Home Administrative Office (Southwest)



Pre-Application Form
City of Hattiesburg Planning Department
200 Forrest Street
Hattiesburg, MS 39401
Phone: 601-545-4599
Fax: 601-545-1962

A pre-application submittal must contain a completed Pre-Application form and a concept plan drawn to scale. Return the form to the Planning Department by Thursday 12 noon. A member of the planning staff will contact applicants to confirm the pre-application meeting date and time. For further information, please contact: Lisa Reid, Planning Manager, 601-545-4599 or email: lreid@hattiesburgms.com.

Today's Date: May 24, 2012
Project Name: Moore Funeral Home Rezoning
Proposed Use: Preparatory
Project Street Address: 805 Hardy Street / 204 & 206 Dearhome
Street 88-564-1-10 & 28-564-1-11
PPIN Number: 020606 ! 020607 Parcel Number: 2029K-09-405.00 & 404.00
Flood Zone: X Historic District: N/A
Zoning District(s): N/A
Proposed Cost of the Project: TBD

Project Representative Information

Project Representative and Title: Steve Moore - owner
Company Name: Moore Funeral Homes
Phone: 601-544-2141 Fax: _____
Email: Smoore48C@bellsouth.net
Mailing Address: 805 Hardy Street

Property Owner Name: Same
Phone: _____ Fax: _____
Email: _____
Mailing Address: _____

Rezoning Information (1 page)

One of the following conditions must be met before a rezoning can be recommended. Check the condition(s) most applicable to your request and explain in writing.

- A. There is a material change in the circumstances and conditions of the neighborhood and area surrounding the petitioned property and there is a public need for the change in question, based on the Comprehensive Plan.
- B. There is a mistake in the original zoning.
- C. Annexation

Detailed explanation of condition(s) most applicable to your request: (Please print or type.)

Moore Funeral Service believes there has been a material change in the circumstances and conditions of the neighborhood and surrounding the subject property. Through the years, Moore Funeral Service has been acquiring property adjacent to its' existing facility, including the subject properties which are surrounded by property currently owned by Moore Funeral Service and zoned B-3. Moore Funeral Service has been serving the Hattiesburg Area since 1959. In an effort to continue to provide state of the art services, Moore Funeral Services needs to construct a new preparatory facility. The proposed new construction will be an improvement to the existing area which consists of businesses fronting Hardy Street and residences built in the 1930s and 1940s facing Dearborne Street.

32

PUBLIC HEARING APPLICATION

P O BOX 1898 (200 Forrest Street/39401)

HATTIESBURG, MS 39403-1898

Department of Urban Development

(601) 545-4591 or 545-4599 or FAX (601) 545-1962

PUBLIC HEARING TYPE REQUESTED:**Application for (check all appropriate types):**

- ☐ Variance (details below)
 ☐ Use Permit (details below)
 ☒ Re-Zoning (details below)
- ☐ Subdividing of Lot, Parcel or Tract
 ☐ Overlay District
- ☐ Street or Alley Renaming
 ☐ Vacating Street or Alley
- ☐ Planned Unit Development
 ☐ Planned Residential Development

FOR VARIANCE ONLY:

Check all appropriate variance types:

- ☐ Sign
 ☐ Setback (front, side or rear _____)
 ☐ Off-site Parking
- ☐ Lot Width
 ☐ Lot Coverage Area
 ☐ Buffer
 ☐ Open Space
- ☐ Other _____

Land Development Code Article No. _____

Section _____

Article No. _____

Section _____

Article No. _____

Section _____

Staff
Information –
do not complete**FOR USE PERMIT UPON REVIEW ONLY:**

Check Applicable Type:

- ☐ Auto Sales
 ☐ Barber/Beauty Shop
 ☐ Care Center (type _____)
- ☐ Digital Billboard, New
 ☐ Digital Billboard, Replacement
 ☐ Junk Yard
- ☐ Restaurant
 ☐ Telecommunications
 ☐ Other _____

Land Development Code Article No. _____

Section _____

Staff
Information**FOR RE-ZONING ONLY:**

Existing Zoning:

R1C

Proposed Zoning:

B-3

WITNESS THE SIGNATURES of the OWNER(s) of the subject property located at

204 + 206 Pearlome Street Hattiesburg, MS
Street Address City State

on this the 25th day of May, 2012.

In the matter of this request, the property owner further authorizes the following named person to represent them at the public hearing on this petition.

on this the 25th day of May, 2012.

Steven E. Moore
Property Owner

Gregory E. Moore
Property Owner

STATE OF Mississippi

COUNTY OF Forrest

Personally came and appeared before me, the within named

Steven E. Moore and Gregory E. Moore

who signed and delivered the above and foregoing instrument as and for their free act and deed on the day and year therein mentioned, and who acknowledge to me that they are the owner(s) of the subject property as described in this request for zoning application.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 25th day of May, 2012.



Beverly Skinner
NOTARY PUBLIC

My Commission Expires:

Forrest County Mississippi


 Powered by:
Delta Computer Systems, Inc.

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Property Link

FORREST COUNTY, MS

Current Date 5/24/2012

Tax Year 2011

Records Last Updated 5/24/2012

PROPERTY DETAIL
OWNER MOORE FUNERAL HOMES INC
P O BOX 2056
ACRES : **NA****LAND VALUE : 7660****IMPROVEMENTS : **NA****

HATTIESBURG MS 39403-2056

TOTAL VALUE: 7660**ASSESSED : 1149****PARCEL** 2-029K-09-404.00**ADDRESS** 204 DEARBORNE STREET**TAX INFORMATION**

YEAR 2011	TAX DUE	PAID	BALANCE
COUNTY	63.30	63.30	0.00
CITY	54.49	54.49	0.00
SCHOOL	72.74	72.74	0.00
TOTAL	190.53	190.53	0.00

LAST PAYMENT DATE 1 / 31 / 2012**MISCELLANEOUS INFORMATION**

EXEMPT CODE		LEGAL W 1/2 LT 18 & E 1/2 LT 19 & N
HOMESTEAD CODE None		1/2 VAC/ALY S SD LTS BLK 1 J L
TAX DISTRICT 1110		MIXON S/D
PPIN 020606		PREV #:H0564-01-010
SECTION 09		B670 P531 5/11/92
TOWNSHIP 04N		MIXON JOHN L SUB
RANGE 13W		

Book 872**Page** 728**TAX SALES****Year****Sold To****Redeemed Date/By******NO TAX SALES FOUND****[View Appraisal Record](#)[Back](#)
[Home](#) | [Search](#) | [Real Property](#) | [Appraisals](#) | [Terms of Use](#) | [Privacy Policy](#) | [Contact Us](#) | [Help](#)

Forrest County Mississippi



Copyright 2012

Property Link

FORREST COUNTY, MS

Current Date 5/24/2012

Tax Year 2011

Records Last Updated 5/24/2012

PROPERTY DETAIL

OWNER MOORE FUNERAL HOMES INC
 206 DEARBORN
 SEE PPIN 80595*
 HATTIESBURG MS 39401-0000

ACRES : **NA**
LAND VALUE : 11500
IMPROVEMENTS : 32660
TOTAL VALUE: 44160
ASSESSED : 6624

PARCEL 2-029K-09-405.00**ADDRESS** 206 DEARBORNE STREET**TAX INFORMATION**

YEAR 2011	TAX DUE	PAID	BALANCE
COUNTY	364.92	364.92	0.00
CITY	314.11	314.11	0.00
SCHOOL	419.37	419.37	0.00
TOTAL	1098.40	1098.40	0.00

LAST PAYMENT DATE 1/31/2012**MISCELLANEOUS INFORMATION**

EXEMPT CODE		LEGAL W 1/2 LOT 19 & ALL LOT 20 & N
HOMESTEAD CODE None		1/2 VC/ALY S W 1/2 LT 19 BLK 1
TAX DISTRICT 1110		J L MIXON S/D
PPIN 020607		PREV #:H0564-01-011
SECTION 09		B670 P531 5/11/92
TOWNSHIP 04N		MIXON JOHN L SUB
RANGE 13W		

Book 872**Page** 728**TAX SALES**

Year **Sold To** **Redeemed Date/By**
 NO TAX SALES FOUND

[View Appraisal Record](#)[Back](#)
[Home](#) | [Search](#) | [Real Property](#) | [Appraisals](#) | [Terms of Use](#) | [Privacy Policy](#) | [Contact Us](#) | [Help](#)

55
STATE OF MISSISSIPPI

COUNTY OF FORREST

WARRANTY DEED

For and in consideration of the sum of Ten and No/100 (\$10.00) Dollars cash in hand paid and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged and confessed, we, Myrtle B. Hines, one and the same person as Myrtle Bryant Hines, a widow, and daughter, Julia H. Pearson, a widow, Grantors, do hereby grant, bargain, sell, convey, and warrant, subject to the exceptions and reservations hereinafter set forth, unto Moore Funeral Homes, Inc., a Mississippi Corporation, Grantee, the real property lying and being situated in the City of Hattiesburg, County of Forrest, State of Mississippi, described as follows, to-wit:

The West Half (W ½) of Lot 18, and all of Lots 19 and 20, Block 1, and the North Half (N ½) of the vacated alley lying adjacent to and immediately South of the West Half (W ½) of Lot 18 and the East 35 feet of Lot 19 according to the John L. Mixon Subdivision or addition to the City of Hattiesburg, Forrest County, Mississippi, as per map or plat thereof on file and of record in the Office of the Chancery Clerk of Forrest County, Mississippi, said Subdivision being a part of the Southwest Quarter of the Northeast Quarter of Section 9, Township 4 North, Range 13 West, Forrest County, Mississippi, together with the improvements thereon and appurtenances thereunto belonging.

LESS AND EXCEPT all of the oil, gas, and other minerals of like kind and character in, on, and under the above described property which have been heretofore excepted, reserved, or conveyed by prior owners in the chain of title.

This conveyance and the warranty hereof are subject to all valid and existing mineral leases, exceptions, reservations, and conveyances and to all easements, grants, or rights-of-way for public roads, streets, and alleys, and for electric, telephone, telegraph, gas, water, drainage, sewerage, or similar utility purposes which affect or relate to the above described property.

The Grantors represent and warrant that W. L. Hines died on or about the 22nd day of July, A. D., 1999, and that Thomas Eldridge Pearson died on or about the 13th day of May, A. D., 2001.

The Grantee does hereby assume and agree to pay the 2001 City, County, and State ad valorem taxes on the above-described property as and when the same become due and payable.

IN TESTIMONY WHEREOF, Witness our Signatures on this the 11th day of October, A.D., 2001.

Myrtle B. Hines
Myrtle B. Hines, Grantor

Julia H. Pearson
Julia H. Pearson, Grantor

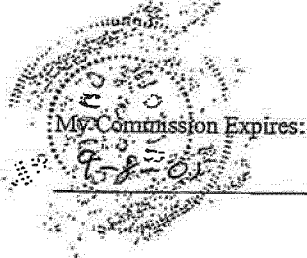
STATE OF MISSISSIPPI

COUNTY OF FORREST

PERSONALLY appeared before me, the undersigned authority in and for said County and State, the within named Myrtle B. Hines, who acknowledged that she signed, executed, and delivered the above and foregoing Warranty Deed on the day and year therein mentioned as her free and voluntary act and deed.

GIVEN under my hand and official seal of office on this the 11th day of October,

A.D., 2001.



[Signature]
Notary Public

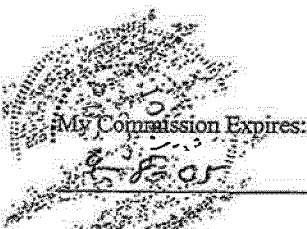
STATE OF MISSISSIPPI

COUNTY OF FORREST

PERSONALLY appeared before me, the undersigned authority in and for said County and State, the within named Julia H. Pearson, who acknowledged that she signed, executed, and delivered the above and foregoing Warranty Deed on the day and year therein mentioned as her free and voluntary act and deed.

GIVEN under my hand and official seal of office on this the 11th day of October,

A.D., 2001.



[Signature]
Notary Public

Grantors' Address:

Mrs. Myrtle B. Hines
Mrs. Julia H. Pearson
290 Elks Lake Road
Hattiesburg, MS 39401
Phone: (601) 582-4806

Grantee's Address:

Moore Funeral Homes, Inc.
805 Hardy Street / P.O. Box 2056
Hattiesburg, MS 39401
Phone: (601) 544-2141

INDEXING INSTRUCTIONS:

Index as a part of Lot 18 and as all of Lots 19 and 20 of Block 1 of the John L. Mixon Subdivision or Addition to the City of Hattiesburg, Forrest County, Mississippi. Please make a marginal notation that the North Half of the vacated alley lying adjacent to and immediately South of the West Half of said Lot 18 and the East 35 feet of said Lot 19 is also included.

THIS INSTRUMENT PREPARED BY:

TRAVIS & TRAVIS
P. O. Box 590
Hattiesburg, MS 39403-0590
Phone: 601-582-5591

FORGOTTEN
RECEIVED THIS INSTRUMENT
AND FILED
67300
2001 OCT 11 P 03
J.C.C.
CLERK

BOOK 0872 PAGE 730

B-12

Moore Funeral Services
Rezoning Request
5-25-12

Legal Description

The West half of Lot 18, and all of lots 19 and 20, Block 1 and the North 1/2 of the vacated alley lying adjacent to and immediately South of the West 1/2 of Lot 18 and the East 35 feet of lot 19 according to the John L. Mixon Subdivision to the City of Hattiesburg, Forrest County, Mississippi, as per the map or plat thereof on file and of record in the Office of the Chancery Clerk of Forrest County, Mississippi, said Subdivision being part of the Southwest Quarter of the Northeast Wuarter of Section 9, Township 4 North, Range 13 West, Forrest County, Mississippi.



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
Dave J. Ware, II

Council - Ward 5
Henry Naylor

June 22, 2012

Steve Moore
Moore Funeral Homes
805 Hardy Street
Hattiesburg, MS 39401

RE: Rezoning application for certain property located at 204 and 206 Dearborne Street (Parcels 28-564-1-10 and 28-564-1-11, PPINs 020606 and 020607, Ward 4) requesting a change in the zoning classification from R1-C (Single-Family Residential) District to B-3 (Community Business) District.

Dear Mr. Moore:

Attached is a copy of the Public Notice and other information pertaining to your Public Hearing before the Hattiesburg Planning Commission. You or your representative must attend the hearing on July 5, 2012 at 1:00 PM in the dining room of the Jackie Dole Community Center, 220 West Front Street in Downtown Hattiesburg. If an unavoidable hardship prevents your attending the Public Hearing, please notify us as soon as possible prior to the Public Hearing. The Planning Commission may consider tabling the petition until a later date if you or your representative is unable to attend.

Hattiesburg Planning Commission will make a recommendation to Approve or Deny your petition. City Council will take action on the Planning Commission's recommendation approximately two (2) weeks following the commission hearing. You will receive a letter notifying you of the date and time your petition will be heard by the City Council.

If any party is aggrieved by the recommendation of the Hattiesburg Planning Commission, a Letter of Appeal must be filed with the Planning Division within ten (10) calendar days of the Planning Commission's recommendation. If a Letter of Appeal is filed to hold a public hearing before the City Council, a hearing date will be set (approximately one month later) to allow the aggrieved party to present their case to the City Council.

Thank you for collecting and posting the public notice sign on the above-referenced property. Please be sure the sign is posted for the full 15 days and that the sign is not removed for any reason prior to the hearing. After the conclusion of the hearing you may discard the sign.

Please call the Department of Urban Development at 554-1031 if you

Sincerely,

Chiquita Thompson
Chiquita Thompson
Planner-Apprentice

Enclosure

U.S. Postal Service™	
CERTIFIED MAIL™ RECEIPT	
<i>(Domestic Mail Only; No Insurance Coverage Provided)</i>	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage \$	Postmark Here
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage	
Sent To	
Street, Apt. No. or PO Box No.	
City, State, Zip	
Steve Moore Moore Funeral Homes 805 Hardy Street Hattiesburg, MS 39401	
PS Form 3800, August 2006 See Reverse for Instructions	

City of Hattiesburg PO Box 1898 Hatti

PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by Steve Moore, Owner, with the Mayor and Council of the City of Hattiesburg, Mississippi, to change and amend the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, Article 4, Section 60 to change the zoning classification of certain property located at 805 Hardy Street (parcel #s 28-564-1-10 and 28-564-1-11, PPINs 020606 and 020607, Ward 4), from R1-C (Single-Family Residential) District, to B-3 (Community Business) District, said property being more particularly described as follows, to-wit:

The West Half (W ½) of Lot 18, and all of Lots 19 and 20, Block 1, and the North Half (N ½) of the vacated alley lying adjacent to and immediately South of the West Half (W ½) of Lot 18 and the East 35 feet of Lot 19 according to the John L. Mixon Subdivision or addition to the City of Hattiesburg, Forrest County, Mississippi, as per map or plat thereof on file and of record in the Office of the Chancery Clerk of Forrest County, Mississippi, said Subdivision being a part of the Southwest Quarter of the Northeast Quarter of Section 9, Township 4 North, Range 13 West, Forrest County, Mississippi, together with the improvements thereon and appurtenances thereunto belonging.

A PUBLIC HEARING in relation to the above described petition will be held at 1:00 p.m., Thursday, July 5, 2012, in the Jackie Dole Sherrill Community Center, First Floor, Hattiesburg, Mississippi, before the Planning Commission of said City, at which time and at which hearing all parties of interest and citizens shall have an opportunity to be heard.

WITNESS my signature and the official seal of said City on this, the 11th day of June, A.D., 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Eddie Myers /s/
CITY CLERK

(SEAL)

Publish (1) Friday, June 15, 2012
City of Hattiesburg
Return PROOF to City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403-1898

B-15



SP & W
SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS

PREPARED BY:

HATTIESBURG, MISSISSIPPI
301 SECOND AVENUE
HATTIESBURG, MISSISSIPPI 39401
HATTIESBURG, MISSISSIPPI 39401
P: (807) 844-1781
F: (807) 844-1067

MAP INFORMATION: MAP INFORMATION:
AERIAL PHOTOGRAPH
BY: US DEPT. OF AGRICULTURE - FARM SERVICE AGENCY
NATIONAL AGRICULTURE IMAGERY PROGRAM SURVEY
DATE: 2009
HORIZONTAL DATUM: UTM NAD83, ZONE 15

REZONING APPLICATION MAP
MOORE FUNERAL HOMES
HATTIESBURG, MS



DATE: MAY 25, 2012
DRAWING No.: 14861

Prepared by: City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601)545-4550

Return to: City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403
(601)545-4550

INDEXING INSTRUCTIONS:

**ORDINANCE NUMBER _____
OF THE
CITY OF HATTIESBURG, MISSISSIPPI**

**AN ORDINANCE CHANGING AND AMENDING THE COMPREHENSIVE
ZONING DISTRICT MAP, ADOPTED AS PART OF THE
COMPREHENSIVE ZONING ORDINANCE NO. 2330, AS AMENDED,
OF THE CITY OF HATTIESBURG, MISSISSIPPI
SO AS TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN PROPERTY
LOCATED AT 204 AND 206 DEARBORNE STREET (PARCELS: 28-564-1-10 AND 28-
564-1-11, PPINs 020606 AND 020607, WARD 4) FROM R-1C (SINGLE-FAMILY
RESIDENTIAL) DISTRICT TO B-3 (COMMUNITY BUSINESS) DISTRICT
IN THE CITY OF HATTIESBURG MISSISSIPPI**

**BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF
HATTIESBURG, MISSISSIPPI:**

SECTION 1. That the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi be and the same is hereby changed and amended. The Hattiesburg Planning Commission recommendation to APPROVE said change in zoning for the following reason:

1. There is a material change in the circumstances and conditions of the neighborhood and area surrounding the petitioned property and there is a public need for the change in question, based on the Comprehensive Plan.

in connection therewith so that the land described as follows be zoned as follows:

The West Half (W ½) of Lot 18, and all of Lots 19 and 20, Block 1, and the North Half (N ½) of the vacated alley lying adjacent to and immediately South of the West

Half (W ½) of Lot 18 and the East 35 feet of Lot 19 according to the John L. Mixon Subdivision or addition to the City of Hattiesburg, Forrest County, Mississippi, as per map or plat thereof on file and of record in the Office of the Chancery Clerk of Forrest County, Mississippi, said Subdivision being a part of the Southwest Quarter of the Northeast Quarter of Section 9, Township 4 North, Range 13 West, Forrest County, Mississippi, together with the improvements thereon and appurtenances thereunto belonging.

also known as property located at 204 and 206 Dearborne Street (Parcel: 28-564-1-10 and 28-564-1-11, PPINs 020606 and 020607, Ward 4) from R-1C (Single-Family Residential) District to B-3 (Community Business) District, filed by Steve Moore, owner.

SECTION 2. Except as hereby expressly changed and amended, the aforesaid Comprehensive Zoning District Map and the Comprehensive Zoning Ordinance No. 2330, as amended, of said City of Hattiesburg, Mississippi, shall be and remain in full force and form as adopted.

SECTION 3. That this Ordinance take effect and be in force thirty (30) days from and after passage as provided by law.

The foregoing Ordinance 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 foregoing Ordinance adopted and approved, this the _____ day of _____ A.D., 2012.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

THE above and foregoing Ordinance having been submitted to and approved by the Mayor, this the _____ day of _____ A.D., 2012.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Prepared by: City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601)545-4550

Return to: City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403
(601)545-4550

INDEXING INSTRUCTIONS:

ORDINANCE NUMBER 3092

OF THE

CITY OF HATTIESBURG, MISSISSIPPI

AN ORDINANCE CHANGING AND AMENDING THE COMPREHENSIVE
ZONING DISTRICT MAP, ADOPTED AS PART OF THE
COMPREHENSIVE ZONING ORDINANCE NO. 2330, AS AMENDED,
OF THE CITY OF HATTIESBURG, MISSISSIPPI
SO AS TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN PROPERTY
LOCATED AT 204 AND 206 DEARBORNE STREET (PARCELS: 28-564-1-10 AND 28-
564-1-11, PPINS 020606 AND 020607, WARD 4) FROM R-1C (SINGLE-FAMILY
RESIDENTIAL) DISTRICT TO B-3 (COMMUNITY BUSINESS) DISTRICT
IN THE CITY OF HATTIESBURG MISSISSIPPI

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF HATTIESBURG,
MISSISSIPPI:

SECTION 1. That the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi be and the same is hereby changed and amended. The Hattiesburg Planning Commission recommendation to APPROVE said change in zoning for the following reason:

1. There is a material change in the circumstances and conditions of the neighborhood and area surrounding the petitioned property and there is a public need for the change in question, based on the Comprehensive Plan.

in connection therewith so that the land described as follows be zoned as follows:

The West Half (W ½) of Lot 18, and all of Lots 19 and 20, Block 1, and the North Half (N ½) of the vacated alley lying adjacent to and immediately South of the West Half (W ½) of Lot 18 and the East 35 feet of Lot 19 according to the John L. Mixon Subdivision or addition to the City of Hattiesburg, Forrest County, Mississippi, as per map or plat

thereof on file and of record in the Office of the Chancery Clerk of Forrest County, Mississippi, said Subdivision being a part of the Southwest Quarter of the Northeast Quarter of Section 9, Township 4 North, Range 13 West, Forrest County, Mississippi, together with the improvements thereon and appurtenances thereunto belonging.

also known as property located at 204 and 206 Dearborne Street (Parcel: 28-564-1-10 and 28-564-1-11, PPINs 020606 and 020607, Ward 4) from R-1C (Single-Family Residential) District to B-3 (Community Business) District, filed by Steve Moore, owner.

SECTION 2. Except as hereby expressly changed and amended, the aforesaid Comprehensive Zoning District Map and the Comprehensive Zoning Ordinance No. 2330, as amended, of said City of Hattiesburg, Mississippi, shall be and remain in full force and form as adopted.

SECTION 3. That this Ordinance take effect and be in force thirty (30) days from and after passage as provided by law.

The foregoing Ordinance having been reduced to writing, the same was introduced by Council member Delgado seconded by Council member Carroll and was adopted by the following vote to-wit:

YEAS: Bradley
Delgado
Carroll
Ware
Naylor

NAYS: None

THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the 21st day of August 2012,
(S E A L)

ATTEST:

Debra H. Bernardo
CLERK OF COUNCIL

ADOPTED:

P. Delgado
PRESIDENT

THE above and foregoing Ordinance having been submitted to and approved by the Mayor, this the 21st day of August 2012.

ATTEST:

Edna L. Naylor
CITY CLERK

APPROVED:

Jimmy S. Lee
MAYOR



City of Hattiesburg, MS

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

Master

File Number: 2012-1055

File ID: 2012-1055

Type: Ordinance

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created:

Brief Title: 531 Helveston Road – Zoning Change

Final Action: 08/21/2012

Minute Book Number: mb2012-1/288

Title:

Adopt an Ordinance for the petition approved on May 15, 2012, MB 2012-1/148-149 filed by Helveston Road Church of Christ, owner, represented by Calvin McDaniel, Partner, Quick Dollar & Treats, LLC, to change the zoning classification of certain property located at 531 Helveston Road (parcel # 32-1039-180, PPIN 037735, Ward 5), from R-3 (Multi-Family Residential) District, to B-2 (Neighborhood Business) District; Hattiesburg Planning Commission recommended to APPROVE on May 2, 2012.

Notes:

Sponsors:

Enactment Date:

Attachments: 531 Helveston Road (Minutes and Packet), Rezone ord. 531 Helveston Road, Executed Ord 3093.Helveston

Enactment Number:

Contact:

Meeting Date:

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/21/2012	Adopt				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Naylor to Adopt an Ordinance (Number 3093) for the petition approved on May 15, 2012, MB 2012-1/148-149 filed by Helveston Road Church of Christ, owner, represented by Calvin McDaniel, Partner, Quick Dollar & Treats, LLC, to change the zoning classification of certain property located at 531 Helveston Road (parcel # 32-1039-180, PPIN 037735, Ward 5), from R-3 (Multi-Family Residential) District, to B-2 (Neighborhood Business) District; Hattiesburg Planning Commission recommended to APPROVE on May 2, 2012.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Ware and Naylor							
Nays: 0							

Yea: 5 President Bradley
Council Member Delgado
Council Member Carroll
Vice President Ware
Council Member Naylor

TEL-No Vote: 0

Text of Legislative File 2012-1055

Title

Adopt an Ordinance for the petition approved on May 15, 2012, MB 2012-1/148-149 filed by Helveston Road Church of Christ, owner, represented by Calvin McDaniel, Partner, Quick Dollar & Treats, LLC, to change the zoning classification of certain property located at 531 Helveston Road (parcel # 32-1039-180, PPIN 037735, Ward 5), from R-3 (Multi-Family Residential) District, to B-2 (Neighborhood Business) District; Hattiesburg Planning Commission recommended to APPROVE on May 2, 2012.

Summary

531 Helveston Road - Zoning Change

Budget Information

Expenditure Type

Purchasing Item

Publication Information

**MINUTES
OF THE
REGULAR MEETING
OF THE
HATTIESBURG PLANNING COMMISSION
MAY 2, 2012**

The Hattiesburg Planning Commission did meet in a regular session on May 2, 2012 at 1:05 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Richard Conville, Chairman, presiding.

Commissioners Present: Robin Roberts
Joseph White, Vice-Chairman
Richard Conville, Chairman
Linda McMurtrey
Don McCleskey
Marjorie Chambers

Commissioners Absent: Judy Corts
Jessie Wilson
Annie Pope

Also Present: Pattie Brantley, AICP, Director of Urban Development
Bill Rodgers, Land Code Administrator
Lisa J. Reid, Planning Administrator
Donovan Scruggs, Planning Manager
Chiquila Thompson, Planner-Apprentice
Craig Dearman, Engineering Technician

Richard Conville, Chairman, declared the regular meeting of the Hattiesburg Planning Commission open and in session.

Invocation: Joe White

AGENDA REVIEW

There came the matter of the Agenda for the May 2, 2012 meeting. The agenda was approved.

Motion made by: Don McCleskey

Motion seconded by: Joe White

Commissioners voting aye: Marjorie Chambers
Linda McMurtrey
Robin Roberts
Don McCleskey
Joe White

Commissioners voting nay: None

Commissioners abstaining: None

MINUTES REVIEW

There came the matter of the April 4, 2012 minutes. A motion was made to approve the minutes as presented.

Chairman Conville declared the Public Hearing open and explained the rules and procedures of the hearing.

There came the matter of Item A, take from the table the matter of the petition filed by Helveston Road Church of Christ, owner, represented by Calvin McDaniel, Partner, Quick Dollar & Treats, LLC, to change the zoning classification of certain property located at 531 Helveston Road (parcel # 32-1039-180, PPIN 037735, Ward 5), from R-3 (Multi-Family Residential) District, to B-2 (Neighborhood Business) District.

	Name	Address	City/State
<u>Presented by:</u>	Calvin McDaniel	207 Florence Street	Hattiesburg, MS 39401
<u>Proponents:</u>	Jimmie Harrell	308 Helveston Road	Hattiesburg, MS 39401
	Carl Nicholson	1100 S. 34 th Avenue	Hattiesburg, MS 39401
	Paul Warren	331 Helveston Road	Hattiesburg, MS 39401
	Rebuttal	207 Florence Street	Hattiesburg, MS 39401

Opponents: None

Chairman Conville declared the Public Hearing closed at 2:20 p.m. and the Business Meeting open to vote on the request.

Motion made by: Robin Roberts

Motion seconded by: Don McCleskey

Commissioners voting aye: Linda McMurtrey
Marjorie Chambers
Joe White
Don McCleskey

Commissioners voting nay: Robin Roberts

Commissioners abstaining: None

Comments Written on Ballots:

NONE

The Hattiesburg Planning Commission voted to **APPROVE** Item A for the following reasons:

1. There is a material change in the circumstances and conditions of the neighborhood and area surrounding the petitioned property and there is a public need for the change in question, based on the Comprehensive Plan.
2. There is a mistake in the original zoning.

There came the matter of Item B, the petition filed and represented by the City of Hattiesburg, to designate the zoning classification of a certain annexed property located on J Ed Turner Road (PPIN 008540, 032824 through 032923, Ward 1), to R-1A (Single-Family Residential District).

	Name	Address	City/State
<u>Presented by:</u>	Pattie Brantley	200 Forrest Street	Hattiesburg, MS 39401
<u>Proponents:</u>	None		

PLANNING COMMISSION

May 2, 2012

ITEM A

PROPERTY ADDRESS:

531 Helveston Road

Parcel: 32-1039-180

PPIN: 037735

Ward: 5

PETITIONER:

Calvin McDaniel, Partner, Quick Dollar & Treats, LLC, 207 Florence St. Hattiesburg, MS 39401

PROPERTY OWNER:

Helveston Rd. Church of Christ, 531 Helveston Rd., Hattiesburg, MS 39401

REQUEST: Zoning Change from R-3 (Multifamily Residential) to B-2 (Neighborhood Business)

PREVIOUS PLANNING COMMISSION or BOA

ACTION ON SURROUNDING PROPERTY: None

SPECIAL DISTRICTS:

Flood District: X (Non Special Flood Hazard Area) & A (100 Yr. Without Elevations)

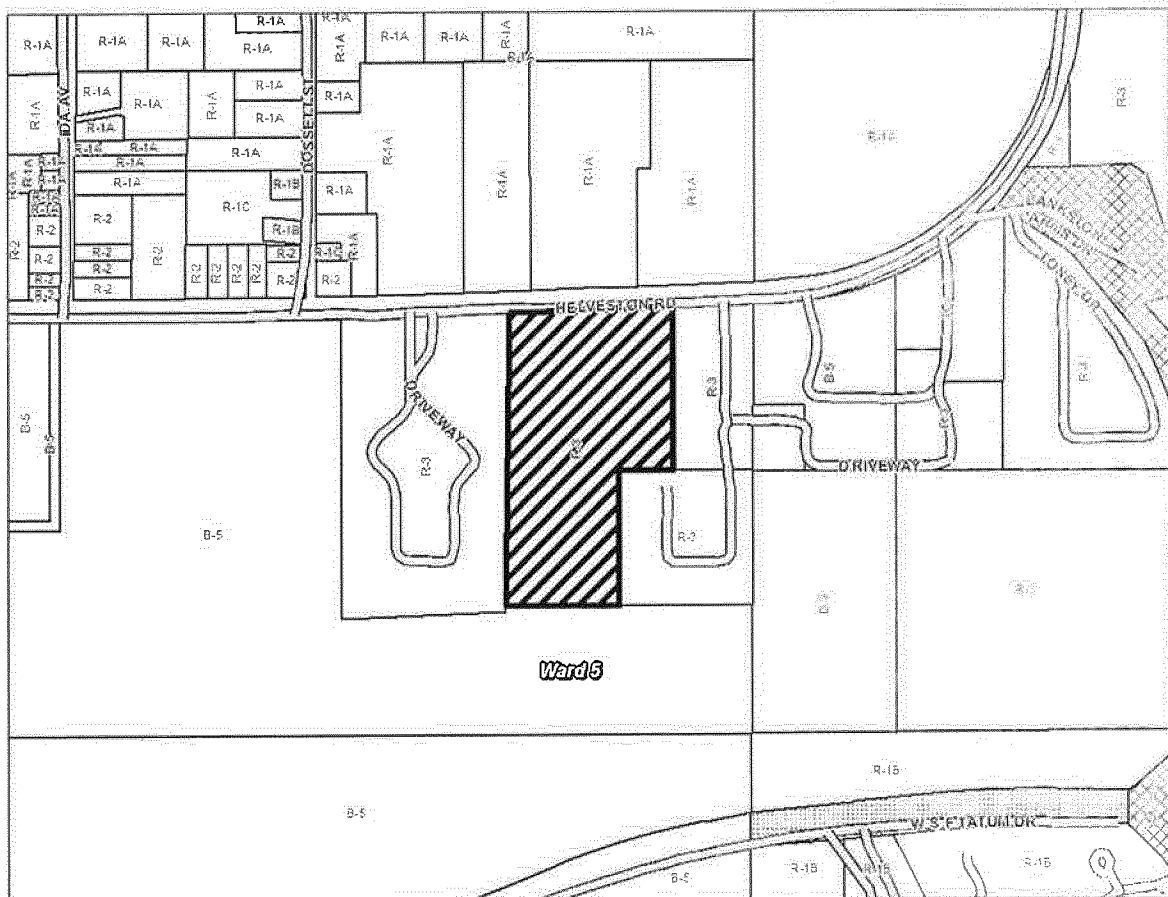
Historic District: N/A

Other: N/A

SITE PLAN REVIEW COMMITTEE ACTION:

A conceptual site plan was reviewed on 3/23/12. Will require a detailed site plan for the commercial structure and parking lot layout, after a zoning change is approved.

PENDING HISTORIC CONSERVATION COMMISSION ACTION: N/A



PLANNING COMMISSION

May 2, 2012

ITEM A

PROPERTY ADDRESS:

531 Helveston Road

REQUESTED ACTION:

⇒ To change zoning from R-3 (Multifamily Residential) to B-2 (Neighborhood Business)

APPLICABLE LAND DEVELOPMENT CODE REGULATIONS:

-Article 4, Section 56 and Section 59

ADJACENT ZONING AND LAND USES:

NORTH: R-1A (Single Family) District; and is an old cemetery

SOUTH: B-5 (Regional Business) District; Wooded

EAST: R-3 (Multifamily Res.) District; Apartments

WEST: R-3 (Multifamily Res.) District; Apartments

FUTURE LAND USE MAP DESIGNATION:

See Comprehensive Plan—pages 95-97

The subject property is located in the proposed Neighborhood Conservation District 1 – Downtown/ Historic Neighborhoods. *This Neighborhood Conservation District is primarily a residential district located in conventional subdivisions. In this district, large tracts of land were platted as single-family residential neighborhoods. Other than schools and churches, non-residential land uses are not typically found in these districts.*

The property across the street to the north of the subject property is located in the proposed Neighborhood Conservation District 1 –Downtown/ Historic Neighborhoods. *This Neighborhood Conservation District is primarily a residential district located adjacent to Downtown Hattiesburg an in older, established neighborhoods east of U.S. Highway 49. In this district, predominantly-residential land uses may be found that exhibit certain types of development patterns.*

According to the Future Land Use Map, Helveston Road is the proposed dividing line for Neighborhood Conservation Districts 1 and 2. The intent of the Comprehensive Plan is to guide land use decisions, so when two future land use districts meet, the common boundary should be considered as a fringe area where the characteristics of both districts can be applied to decision making.

PHYSICAL SITE CHARACTERISTICS:

The property contains 8.35 acres of sparsely wooded, mostly undeveloped land. There is one structure used as a church with a parking lot and driveway intersecting with Helveston Rd. The improvements are located in the center of the property (approximately 300 ft. from the road).

STREETS AND TRAFFIC:

The subject property is located on the south side of Helveston Road between Dossett Ave. and Bankston-Arms Drive.

PUBLIC UTILITIES:

Water: City

Sewer: City

Electricity: Mississippi Power

PARKING AND ACCESS:

The only access to this property is from Helveston Road

CHARACTER OF THE NEIGHBORHOOD:

The property is adjacent to very high density multi-family residential properties with an undeveloped, wooded parcel to the south. The neighborhood to the northwest is low to moderate density single family residential. The Tatum Softball Complex along Helveston Road is to the Northeast of the subject property.

CRITERIA FOR AMENDMENTS:

- A. There is a mistake in the original zoning;
- B. There is a material change in the circumstances since the enactment of the ordinance; and there is a public need for the change in question, based on the Comprehensive Plan and the Comprehensive Planning Process.



Front of the Property (North)



West of the Property



East of the Property



South of the Property



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
Dave J. Ware, II

Council - Ward 5
Henry Naylor

April 17, 2012

Calvin McDaniel
207 Florence Street
Hattiesburg, MS 39401

RE: Zoning classification of certain property located at 531 Helveston Road (parcel # 32-1039-180, PPIN 037735, Ward 5), from R-3 (Multi-Family Residential) District, to B-2 (Neighborhood Business) District.

Dear Mr. McDaniel:

Attached is a copy of the Public Notice and other information pertaining to your Public Hearing before the Hattiesburg Planning Commission. You or your representative must attend the hearing on May 2, 2012 at 1:00 PM in the dining room of the Jackie Dole Community Center, 220 West Front Street in Downtown Hattiesburg. If an unavoidable hardship prevents your attending the Public Hearing, please notify us as soon as possible prior to the Public Hearing. The Planning Commission may consider tabling the petition until a later date if you or your representative is unable to attend.

Hattiesburg Planning Commission will make a recommendation to Approve or Deny your petition. City Council will take action on the Planning Commission's recommendation approximately two (2) weeks following the commission hearing. You will receive a letter notifying you of the date and time your petition will be heard by the City Council.

If any party is aggrieved by the recommendation of the Hattiesburg Planning Commission, a Letter of Appeal must be filed with the Planning Division within ten (10) calendar days of the Planning Commission's recommendation. If a Letter of Appeal is filed to hold a public hearing before the City Council, a hearing date will be set (approximately one month later) to allow the aggrieved party to present their case to the City Council.

Thank you for collecting and posting the public notice sign on the above-referenced property. Please be sure the sign is posted for the full 15 days and that the sign is not removed for any reason prior to the hearing. After the conclusion of the hearing you may discard the sign.

Please call the Department of Urban Development at 545-4599 if you

Sincerely,

Chiquita Thompson
Chiquita Thompson
Planner I

Enclosure

cc: Helveston Road Church of Christ, 531 Helveston Road, Hattiesburg

U.S. Postal Service™	
CERTIFIED MAIL™ RECEIPT	
<i>(Domestic Mail Only; No Insurance Coverage Provided)</i>	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Post	
Sent To	Calvin McDaniel
Street, Apt. or PO Box	207 Florence Street
City, State	Hattiesburg, MS 39401

Postmark Here

City of Hattiesburg PO Box 1898 Hattiesburg

Site Plan Pre- Application / Public Hearing Contact Information Form

City of Hattiesburg - Planning Department

Note: A pre-application submittal must contain a completed Site Plan Pre-Application form and a concept plan drawn to scale.

Site Plan Pre-Application Date: 2/27/12 Click here to enter a date

Planner: Lisa Reid

Today's Date: Click here to enter a date.

Project Name: Quick Dollar + Treats, LLC

Proposed Use(s): Retail Food + Merchandise Outlet

Project Street Address: 531 Helveston Road,

PPIN Number(s) (If unknown, can be found on tax receipt): 037735

Parcel Number(s): 32-1039-180

Flood Zone(s): A (100 yr)

Historic District(s): N/A

Zoning District(s): R-3

Proposed Cost of the Project: \$ undetermined

FILED

MAR 21 2012

EDDIE H. MYERS, CITY CLERK
By: [Signature]
Deputy Clerk

Project Representative Information

Project Representative and Title: ☐ Applicant ☐ Property Owner ☒ Representative ☐ Agent ☐ Contractor ☐

Architect ☐ Engineer ☐ Other (Specify):

Name: Calvin McDaniel (Partner) Company Name: Quick Dollar + Treats, LLC

Phone: 810-348-1430

Fax: 601-336-5262

Email: gimmcdaniel@yahoo.com

Mailing Address: 02 601-336-0037

207 Florence St. H'burg MS 39401

Name: Helveston Road Church of Christ

☐ Applicant ☒ Property Owner ☐ Representative ☐ Agent ☐ Contractor ☐ Architect ☐ Engineer ☐ Other (Specify):

Phone: 601-602-4893

Fax: SAME AS phone

Email: helvestonroadcoc@gmail.com

Mailing Address:

531 Helveston Rd

Name:

☐ Applicant ☐ Property Owner ☐ Representative ☐ Agent ☐ Contractor ☐ Architect ☐ Engineer ☐ Other (Specify):

Phone:

Fax:

Email:

Mailing Address:

Staff will complete zoning, please provide names/types of businesses, apartments, residences or each side of subject property:

ADJACENT PROPERTY ZONING CLASSIFICATION AND CURRENT USE (mark appropriate response(s)):

Property to the NORTH: Current Zoning Classification R-1A

Current use (Example: school, church, store): vacant / old cemetery
☐ Residential ☐ Commercial ☐ Industrial ☒ Vacant

Property to the SOUTH: Current Zoning Classification B-5

Current use (Example: school, church, store): wooded
☐ Residential ☐ Commercial ☐ Industrial ☒ Vacant

Property to the EAST: Current Zoning Classification R-3

Current use (Example: school, church, store): Apartments
☒ Residential ☐ Commercial ☐ Industrial ☐ Vacant

Property to the WEST: Current Zoning Classification R-3

Current use (Example: school, church, store): Apartments
☒ Residential ☐ Commercial ☐ Industrial ☐ Vacant

Staff Information – do not complete:

BUFFER REQUIREMENTS (If Needed) A landscaped buffer/open space along and between adjacent properties will be provided as follows:

NONE Now - But if zoning approved:

NORTH	<u>none</u>
SOUTH	<u>none</u>
EAST	<u>20'</u>
WEST	<u>20'</u>

Please provide the following additional site and location information for this project:

Lot Frontage: _____ Linear Feet

Lot Depth: _____ Linear Feet

Square Footage and/or Acres of total project area vs. disturbed area (if different):

Total Project Area:

Disturbed area:

Existing Structure or Unimproved? partially improved

Number of existing buildings? one

Use of buildings:

☐ Apartments

☒ Church / School

☐ Commercial

☐ Industrial

☐ Residential

Physical Characteristics:

Land Use History: vacant prior to church - began construction 2006

This property is located on the

South

side

(North/South/East/West)

of

Welveston Road

and lies between

(Street Name)

Bankston Arms

(Street Name)

and

Dossett Street

(Street Name)

Are there any Land Use Code violations on file on this property with the City? no

If yes, please explain: N/A

PUBLIC HEARING APPLICATION **P O BOX 1898 (200 Forrest Street/39401)**

HATTIESBURG, MS 39403-1898

Department of Urban Development

(601) 545-4591 or 545-4599 or FAX (601) 545-1962

PUBLIC HEARING TYPE REQUESTED:

Application for (check all appropriate types):

- ☐ Variance (details below)
 ☐ Use Permit (details below)
 ☒ Re-Zoning (details below)
- ☐ Subdividing of Lot, Parcel or Tract
 ☐ Overlay District
- ☐ Street or Alley Renaming
 ☐ Vacating Street or Alley
- ☐ Planned Unit Development
 ☐ Planned Residential Development

FOR VARIANCE ONLY:

Check all appropriate variance types:

- ☐ Sign
 ☐ Setback (front, side or rear _____)
 ☐ Off-site Parking
- ☐ Lot Width
 ☐ Lot Coverage Area
 ☐ Buffer
 ☐ Open Space
- ☐ Other _____

Land Development Code Article No. _____

Section _____

Article No. _____

Section _____

Article No. _____

Section _____

Staff
Information –
do not complete

FOR USE PERMIT UPON REVIEW ONLY:

Check Applicable Type:

- ☐ Auto Sales
 ☐ Barber/Beauty Shop
 ☐ Care Center (type _____)
- ☐ Digital Billboard, New
 ☐ Digital Billboard, Replacement
 ☐ Junk Yard
- ☐ Restaurant
 ☐ Telecommunications
 ☐ Other _____

Land Development Code Article No. _____

Section _____

Staff
Information

FOR RE-ZONING ONLY:

Existing Zoning:

R-3

Proposed Zoning:

B-2

Rezoning Information (1 page)

One of the following conditions must be met before a rezoning can be recommended.
Check the condition(s) most applicable to your request and explain in writing.

- (A) There is a material change in the circumstances and conditions of the neighborhood and area surrounding the petitioned property and there is a public need for the change in question, based on the Comprehensive Plan.
- B. There is a mistake in the original zoning.
- C. Annexation

Detailed explanation of condition(s) most applicable to your request: (Please print or type.)

(Please note "Application" Narrative Attachment Sheet)

In addition, note the following ideas (future), as have been discussed for future development(s)

- Multi-Purpose facility; housing a
 1. Potential Day Care for children and/or Seniors
 2. Potential school for biblical studies, accredited
 3. Potential meeting and/or community center for various types (group) of social functions
- Stand alone "Independent" living center for Seniors (Residential)

The church desires to develop "full" and complete the 8.35 acres for community enhancements and services, which will address given market demands for the desired location.

Pre-Application Form
City of Hattiesburg Planning Department
200 Forrest Street
Hattiesburg, MS 39401
Phone: 601-545-4599
Fax: 601-545-1962

A pre-application submittal must contain a completed Pre-Application form and a concept plan drawn to scale. Return the form to the Planning Department by Thursday 12 noon. A member of the planning staff will contact applicants to confirm the pre-application meeting date and time. For further information, please contact: Lisa Reid, Planning Manager, 601-545-4599 or email: lreid@hattiesburgms.com.

Today's Date: JANUARY 31, 2012
Project Name: QUICK DOLLAR & TREATS, LLC
Proposed Use: RETAIL FOOD and MECHANISE OUTLET
Project Street Address: 531 HELVESTON ROAD, HATTIESBURG, MS 39401
PPIN Number: _____ Parcel Number: _____
Flood Zone: YES Historic District: _____
Zoning District(s): R-3
Proposed Cost of the Project: UNDETERMINED

Project Representative Information

Project Representative and Title: CALVIN MCDANIEL, PARTNER
Company Name: QUICK DOLLAR & TREATS, LLC
Phone: 810-348-1430 or 601-583-0337 601-336-5262
Email: gimmcdaniel@yahoo.com
Mailing Address: 207 FLORENCE STREET, HATTIESBURG, MS 39401

Property Owner Name: HELVESTON ROAD CHURCH OF CHRIST
Phone: 601-602-4893 Fax: SAME AS PHONE
Email: helvestonroadcoc@gmail.com
Mailing Address: 531 HELVESTON ROAD, HATTIESBURG, MS 39401

Revised
copy

APPLICATION ATTACHMENT

February 27, 2012

Quick Dollar & Treats, LLC

Quick Dollar & Treats (QDT) is a retail concept proposed to address a service need for a potential customer base residing within its immediate proximity. QDT proposed location would rest upon current frontage property owned by the Helveston Road church of Christ; having a street address of 531 Helveston Road, Hattiesburg, MS 39401. The proposed location is approximately 1/4 mile west of William Carey University, and 1/2 mile east of the Highway 49 and Helveston Road intersection.

Need

There is a substantial population of youth (pre K through 12) residing within the immediate proximity of the proposed QDT location. Currently, there is no immediate retail outlet located within a 'reasonable' service area of this special population; which therefore creates an accessibility void for them, based on product types that are perceived 'common' to their daily consumption. Area retail outlets currently servicing this population are not considered to be convenient, nor safe for their frequent stops. Texaco, a fuel station and retail store located at the intersection of Highway 49 and Helveston Road; 1/4 to 1/2 mile west of the "proposed" QDT, is often time the retail center of choice for youth, who navigate on foot a "singled" road side public sidewalk, which ends at the Salvation Army property; which is approximately 1/8 mile east from the Texaco Food Mart. Because of the sidewalk's end, it encourages the children to oft times navigate onto Helveston Road, or alongside either side of it to reach the Texaco destination. This creates a 'very' dangerous set of options for automobile traffic and those, who travel by foot alongside the thoroughfare. To the east of QDT proposed location there currently are no retail outlets within one (1) mile to service the aforementioned customer base.

Facility

QDT proposed building structure will be a single floor facility with two (2) front serving window counter areas. The 700 square foot metal framed building will be equipped with one (1) uni-sex restroom, washing station(s) on each side for staff and product preparation equipment, baking and refrigeration equipment, and front and rear entrance / exit doors. In addition, QDT building plan design includes a "walking ramp" to each side of a wooden deck to be constructed according to city building codes that will enhance incoming / outgoing customer traffic flow. The company will meet city code requirements as instructed, as they pertain to parking, lighting, drainage, signage, etc. All

A7

necessary drawings, prints, property details and dimensions will be provided, per city planning division instructions.

Target Population(s)

- A. Primary; Youth ages 5 – 17 years
- B. Secondary; Young Adults ages 18 – 24; including William Carey University students
- C. Intermediary; Adults of all ages; in addition to William Carey University, Salvation Army, and additional area business and residential populations

Educational Component(s)

- A. Pre K to Third Grade

QDT will propose this educational program for area children and parents together; who will learn about pre-K social and academic expectations and participate in educational activities and trips (when affordable). Parents will be lead in discussions about attachment theory, discipline, separation anxiety, and teachable moments for their children.

This 6 – 8 week summer program is designed for pre K to third grade students. QDT will seek assistance from Hattiesburg school Superintendent James Bacchus, who started a Grade 2 to Third Grade Initiative to ensure that all students within the district were reading proficiently by the time they graduated grade three.

- B. GED Learn to Earn

QDT will partner with the ADEPT School, a local community-based nonprofit organization, who will create 12 week course work for high school drop outs ages 16 – 24. The participants will attend scheduled classroom sessions four days a week and be based on a 1-hour per week detail per week at the QDT. This combination of “learn and earn” program is designed to focus and prepare each participant on the immediate goal of passing the state’s Equivalency Exam, in conjunction with crafting a career and / or post-education path.

Operation (Retail)

- A. Window Serve “Cold” Treats

- 1. Snow Cones (assortment of flavors and sizes)
- 2. Ice Creams (assortment of flavors and sizes)
- 3. Ice (bagged and loose); from a proposed ice making machine
- 4. Bottled Beverages (Water, Sodas, Milk, Etc)
- 5. Other “cold” items as may be determined
- 6. One (1) Bagged Ice Storage Container (Exterior of Building)

B. Window Serve "Hot" Treats

1. Baked and / or Made to order Hand Treats
2. Pizza 6" single serve (assortment of toppings)
3. Chicken Wings and Nuggets (assortments; mild, medium, and hot)
4. Bologna on Texas Toast Sandwiches
5. Peanut Butter and Jelly on Texas Toast Sandwiches
6. Pretzel Breads and Toppings
7. Other "baked" items as may be determined
 - a. Additional Treats
 - b. Potato and Corn Chips (Assortment)
 - c. Soft and Hard Candies (Assortment)
 - d. Fruits and Vegetables (Seasonal Assortments)
 - e. Other treats as may be determined
 - f. Other Products (Non-Food) which may be "seasonal" in nature, e.g. school supplies, holiday novelty items, and other such items as may be determined.
 - g. Grill / Smoker (Exterior); on wheels; which will prepare cooked items on Thursday, Friday, and Saturdays only.

Summary

The proposed QDT seeks to provide an immediate safe and feasible retail service outlet for area residents, particularly its youth. Moreover, QDT will seek to provide educational and employment opportunities for youth, college aged students and parents alike; providing them a vested interest in the proposed site. In addition, QDT team members believe it's proposed location will lend itself to and accessory of activities occurring within its immediate proximity, which in turn will potentially add to its customer base, e.g., a city soft ball recreational fields, Salvation Army recreation (residential and program service center), William Carey University, and a Seventh Day Adventist church to name a few.

QDT believes their proposed site and planned activity schedule will become a 'center-piece' within the immediate community it proposes to service. QDT further believes (given the opportunity) that from this opportunity a program model will be born, which will immeasurably aid in the development of various educational models for neighborhood youth and parents it seeks to serve; therefore, avoiding the 'parasitical' relationship that many community retail centers currently share within their respective neighborhoods.

Sales and Use Tax Bureau
Street Address:
1577 Springridge Road
Raymond, Mississippi 39154

www.msfc.state.ms.us



MISSISSIPPI

STATE TAX COMMISSION

Mailing Address:
Post Office Box 1033
Jackson, Mississippi 39238

Telephone: 601-923-7015
FAX: 601-923-7034

February 5, 2008

Colin McDaniel
ADEPT Corporation
P.O. Box 1549
Hattiesburg, MS 39403

Re: Sales Tax Exemption
File No. LR.05.024

Dear Mr. McDaniel:

This is in response to your letter of January 18, 2008, in which you asked that we provide you with a statement verifying the Adept School exemption from sales and use tax. Your request has been assigned the file number listed above. Please use this number in any further correspondence with the Tax Commission concerning this request.

This is to confirm that Adept School does qualify for sales tax exempt status pursuant to Section 27-65-111(g), Mississippi Code of 1972. This Section provides that sales of tangible personal property or services made to elementary and secondary grade schools, junior and senior colleges owned and operated by a corporation or association in which no part of the earnings inures to the benefit of any private shareholder, group or individual, and which are exempt from state income taxation are exempt from sales tax. This exemption does not apply to sales of property or services which are not to be used in the ordinary operation of the school, or which are to be resold to the students or the public. As a prerequisite to exemption, the sale of property or charge for services must be sold directly to, billed directly to and paid for directly by the exempt entity.

This exemption applies to sales of annuals, awards, articles of clothing or jewelry given in recognition of accomplishments and award of caps and gowns when sold to, billed to, and paid for directly by the school. However, this exemption does not apply to sales of tangible personal property or services to contractors purchased in the performance of contracts with the exempt entity, nor the employees of the exempt entity, although the contractor or employee may be reimbursed for the expense by the exempt entity. The exemption also does not apply to Production Taxes nor Contractors Taxes levied by Sections 27-65-15 and 27-65-21, Mississippi Code of 1972, respectively.

You may provide a copy of this letter to your vendors in order to substantiate your exempt status. Should you have any other questions, feel free to contact this office at (601) 923-7015.

This letter ruling is based on the specific facts and circumstances that you communicated to the Tax Commission. This ruling is not binding on the Commission if these facts and circumstances are inaccurate, contain a material omission of a relevant fact or facts to the request, presented or if such facts and circumstances change. This letter ruling is also only valid for seven (7) years from the date of this letter. At the end of this seven (7) year period, you are free to update your information and request another letter ruling if you wish. This ruling is only applicable to you or your client if you are requesting this ruling on behalf of another and can only be relied upon by the person for whom the ruling was requested.

If the facts and circumstances presented in your request are accurate, complete and do not change for the seven (7) year period indicated above, the person for whom it was requested can rely upon this ruling unless and until there is a change in the law or regulation or the issuance of a subsequent decision that indicates that the ruling is no longer correct or the Commission retracts the ruling. The Commission does reserve the right to retract this ruling if it later determines on its own review that the ruling is wrong. Such a retraction would be in writing and the effect of this retraction would be prospective from the date of retraction letter.

Sincerely,

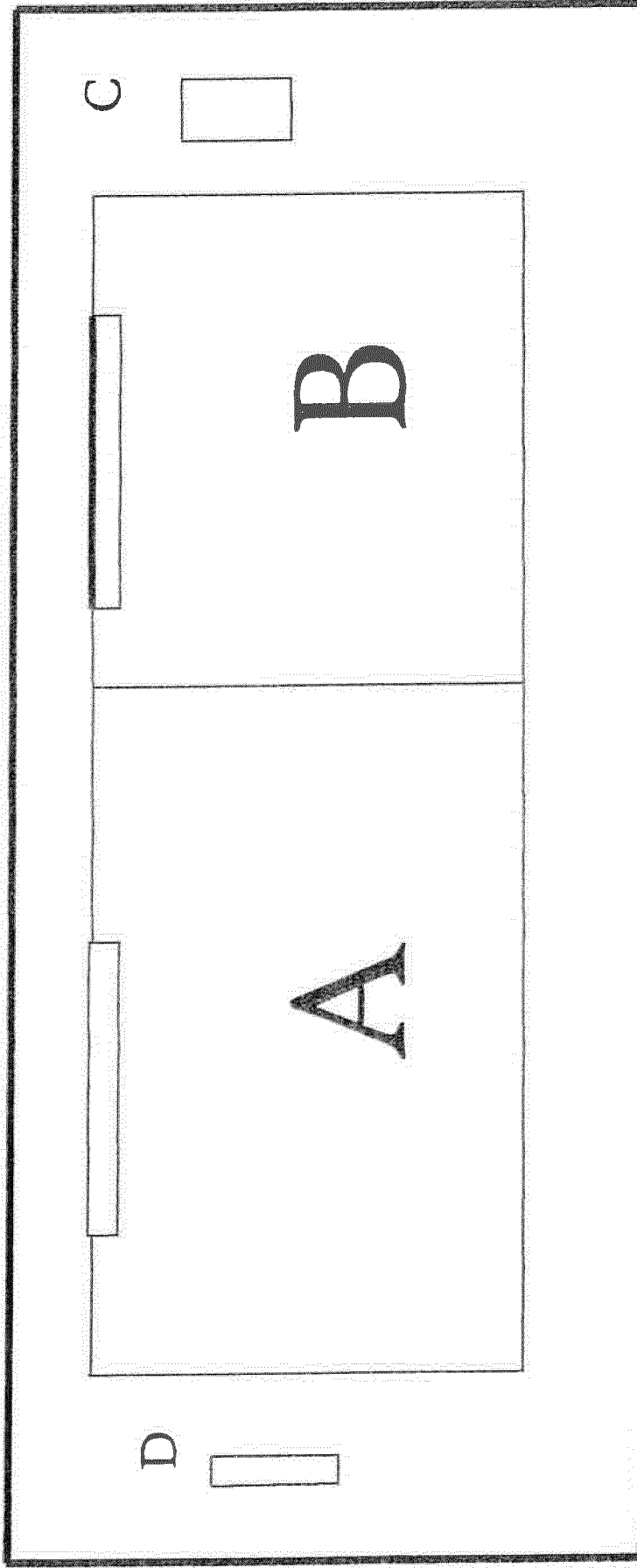
Jacqueline Seldon, Auditor
Sales and Use Tax Bureau

North

ADEPT INC.

Quick Dollar & Treats (QDT)

Proposed Site Development Drawing



LEGEND

A - "HOT" TREATS, E.G. BAKED GOODS, BUSHEL BASKET FRUITS & VEGGIES, AND VARIETY PRODUCTS

B - "COLD" TREATS, E.G. SNOW CONES, ICE CREAM, POPSICLE, ETC

C - BAGGED ICE BOX, CONTAINING 16 AND 20 LB CRUSHED ICE

D - GRILL / SMOKER, CHICKEN, RIBS, AND MEAT OTHER VARIETIES; OFFSITE CATERING OPPORTUNITIES

Mon, 12 March 2012

A-12

THIS PAGE MUST BE SIGNED IN FRONT OF A NOTARY, BY THE APPLICANT OF THIS PETITION,
ONLY IF DIFFERENT FROM THE OWNER(S) OF THE SUBJECT PROPERTY

WITNESS THE SIGNATURES of the APPLICANT(s) of the subject property located at

531 Helveston Road Nattiesburg, MS.
Street Address City State

on this the _____ day of _____, 20____.

[Signature] DR 3/12/12
Applicant
[Signature]
Applicant

STATE OF Mississippi
COUNTY OF Forrest

Personally came and appeared before me, the within named

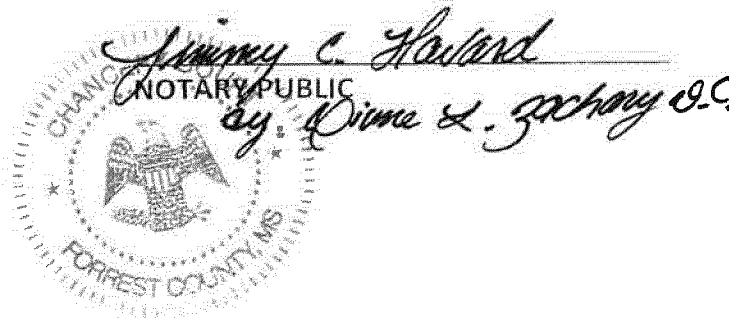
William Calvin

who signed and delivered the above and foregoing instrument as and for their free and deed on the day
and year therein mentioned, and who acknowledge to me that they are the owner(s) of the subject property
as described in this Request For Rezoning Application.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 12 day of March
2012.

My Commission Expires:

My Commission Expires January 4, 2016



THIS PAGE MUST BE SIGNED IN FRONT OF A NOTARY, BY THE OWNER(S) OF THE SUBJECT PROPERTY

WITNESS THE SIGNATURES of the OWNER(s) of the subject property located at

531 Helveston Road Hattiesburg, MS
Street Address City State

on this the _____ day of _____, 20__.

In the matter of this request, the property owner further authorizes the following named person to represent them at the public hearing on this petition.

Calvin McDaniel

on this the _____ day of _____, 20__.

Robert McGill
Property Owner
Dylan Douglas
Property Owner

STATE OF Mississippi
COUNTY OF Forrest

Personally came and appeared before me, the within named

Robert McGill & Dylan Douglas

who signed and delivered the above and foregoing instrument as and for their free act and deed on the day and year therein mentioned, and who acknowledge to me that they are the owner(s) of the subject property as described in this request for zoning application.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 12 day of March, 2012.



Jimmy C. Howard
NOTARY PUBLIC by: Diane L. Zachary, D.C.

My Commission Expires:

My Commission Expires January 4, 2016

Attachment
Helveston Road Church of Christ
"Signature" Sheet

RE: QUICK DOLLAR & TREATS (PROPOSED)

	<u>SIGNATURE</u>	<u>PHONE</u>	<u>YES</u>	<u>NO</u>
1.	Marita Hill	601-517-1071	✓	
2.	Julia Donald	769-223-5824	✓	
3.	Louise Marlow	(601) 336-5620	✓	
4.	Tony Taylor	(601) 336-5620	✓	
5.	Lipton Helton	601-270-5405	✓	
6.	Cynthia McClendon	208 697 1387	✓	
7.	Yvonne Melissa Johnson	601 544-5137	✓	
8.	Kentrell Lee	504-875-8735	✓	

13 March 2012

A-15

PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by Helveston Road Church of Christ, owner, represented by Calvin McDaniel, Partner, Quick Dollar & Treats, LLC, with the Mayor and Council of the City of Hattiesburg, Mississippi, to change and amend the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, Article 4, Section 59 to change the zoning classification of certain property located at 531 Helveston Road (parcel # 32-1039-180, PPIN 037735, Ward 5), from R-3 (Multi-Family Residential) District, to B-2 (Neighborhood Business) District, said property being more particularly described as follows, to-wit:

1. COMMENCE AT A FOUND ½" IRON PIN MARKING THE SOUTHEAST CORNER OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 21, TOWNSHIP 4 NORTH, RANGE 13 WEST, FORREST COUNTY, MISSISSIPPI, AND RUN NORTH ZERO (00) DEGREES, THIRTY-FOUR (34) MINUTES, THIRTY-THREE (33) SECONDS WEST FOR 385.59 FEET;
2. THENCE RUN WEST FOR 390.33 FEET TO A SET ½" IRON PIN AT THE POINT OF BEGINNING;
3. THENCE CONTINUE WEST FOR 335.85 FEET TO A SET ½" IRON PIN;
4. THENCE RUN NORTH ZERO (00) DEGREES, THIRTY-FOUR (34) MINUTES, THIRTY-THREE (33) SECONDS WEST FOR 859.68 FEET TO A SET ½" IRON PIN ON THE SOUTH RIGHT-OF-WAY BOUNDARY OF HELVESTON ROAD;
5. THENCE RUN NORTH EIGHTY-EIGHT (88) DEGREES, THREE (03) MINUTES, FOUR (04) SECONDS EAST AND ALONG SAID RIGHT-OF-WAY BOUNDARY FOR 485.95 FEET TO A SET ½" IRON PIN;
6. THENCE LEAVING SAID RIGHT-OF-WAY BOUNDARY, RUN SOUTH ZERO (00) DEGREES, THIRTY-FOUR (34) MINUTES, THIRTY-THREE (33) SECONDS EAST FOR 490.67 FEET TO A SET ½" IRON PIN;
7. THENCE RUN WEST FOR 150.00 FEET TO A SET ½" IRON PIN;
8. THENCE RUN SOUTH ZERO (00) DEGREES, THIRTY-FOUR (34) MINUTES, THIRTY-THREE (33) SECONDS EAST FOR 385.54 FEET TO A ½" IRON PIN SET AT THE POINT OF BEGINNING;
9. THE ABOVE DESCRIBED PARCEL LIES ENTIRELY WITHIN AND IS A PART OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 21, TOWNSHIP 4 NORTH, RANGE 13 WEST, FORREST COUNTY, HATTIESBURG, MISSISSIPPI, AND CONTAINS 8.35 ACRES.

A PUBLIC HEARING in relation to the above described petition will be held at 1:00 p.m., Wednesday, April 4, 2012, in the Jackie Dole Sherrill Community Center, First Floor, Hattiesburg, Mississippi, before the Planning Commission of said City, at which time and at which hearing all parties of interest and citizens shall have an opportunity to be heard.

WITNESS my signature and the official seal of said City on this, the 15th day of March, A.D., 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Eddie Myers /s/
CITY CLERK

(SEAL)

Publish (1) Saturday, March 18, 2012
City of Hattiesburg
Return PROOF to City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403-1898

A-16

Prepared by: City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601)545-4550

Return to: City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403
(601)545-4550

INDEXING INSTRUCTIONS:

**ORDINANCE NUMBER _____
OF THE
CITY OF HATTIESBURG, MISSISSIPPI**

**AN ORDINANCE CHANGING AND AMENDING THE COMPREHENSIVE
ZONING DISTRICT MAP, ADOPTED AS PART OF THE
COMPREHENSIVE ZONING ORDINANCE NO. 2330, AS AMENDED,
OF THE CITY OF HATTIESBURG, MISSISSIPPI
SO AS TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN PROPERTY
LOCATED AT 531 HELVESTON ROAD (PARCEL: 32-1039-180, PPIN 037735, WARD
5) FROM R-1A (SINGLE-FAMILY RESIDENTIAL) DISTRICT TO B-2
(NEIGHBORHOOD BUSINESS) DISTRICT
IN THE CITY OF HATTIESBURG MISSISSIPPI**

**BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF HATTIESBURG,
MISSISSIPPI:**

SECTION 1. That the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi be and the same is hereby changed and amended. The Hattiesburg Planning Commission recommendation to APPROVE said change in zoning for the following reason:

1. There is a material change in the circumstances and conditions of the neighborhood and area surrounding the petitioned property and there is a public need for the change in question, based on the Comprehensive Plan.

in connection therewith so that the land described as follows be zoned as follows:

1. COMMENCE AT A FOUND ½" IRON PIN MARKING THE SOUTHEAST CORNER OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 21, TOWNSHIP 4 NORTH, RANGE 13 WEST, FORREST COUNTY, MISSISSIPPI, AND RUN NORTH ZERO (00) DEGREES, THIRTY-FOUR (34) MINUTES, THIRTY-THREE (33) SECONDS WEST FOR 385.59 FEET;
2. THENCE RUN WEST FOR 390.33 FEET TO A SET ½" IRON PIN AT THE POINT OF BEGINNING;
3. THENCE CONTINUE WEST FOR 335.85 FEET TO A SET ½" IRON PIN;
4. THENCE RUN NORTH ZERO (00) DEGREES, THIRTY-FOUR (34) MINUTES, THIRTY-THREE (33) SECONDS WEST FOR 859.68 FEET TO A SET ½" IRON PIN ON THE SOUTH RIGHT-OF-WAY BOUNDARY OF HELVESTON ROAD;

- 5. THENCE RUN NORTH EIGHTY-EIGHT (88) DEGREES, THREE (03) MINUTES, FOUR (04) SECONDS EAST AND ALONG SAID RIGHT-OF-WAY BOUNDARY FOR 485.96 FEET TO A SET ½" IRON PIN;
- 6. THENCE LEAVING SAID RIGHT-OF-WAY BOUNDARY, RUN SOUTH ZERO (00) DEGREES, THIRTY-FOUR (34) MINUTES, THIRTY-THREE (33) SECONDS EAST FOR 490.67 FEET TO A SET ½" IRON PIN;
- 7. THENCE RUN WEST FOR 150.00 FEET TO A SET ½" IRON PIN;
- 8. THENCE RUN SOUTH ZERO (00) DEGREES, THIRTY-FOUR (34) MINUTES, THIRTY-THREE (33) SECONDS EAST FOR 385.54 FEET TO A ½" IRON PIN SET AT THE POINT OF BEGINNING;
- 9. THE ABOVE DESCRIBED PARCEL LIES ENTIRELY WITHIN AND IS A PART OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 21, TOWNSHIP 4 NORTH, RANGE 13 WEST, FORREST COUNTY, HATTIESBURG, MISSISSIPPI, AND CONTAINS 8.35 ACRES.

also known as lots certain vacant property located 531 Helveston Road (Parcel: 32-1039-180, PPIN 037735, Ward 5) from R-1A (Single-Family Residential) District to B-2 (Neighborhood Business) District, filed by Helveston Road Church of Christ.

SECTION 2. Except as hereby expressly changed and amended, the aforesaid Comprehensive Zoning District Map and the Comprehensive Zoning Ordinance No. 2330, as amended, of said City of Hattiesburg, Mississippi, shall be and remain in full force and form as adopted.

SECTION 3. That this Ordinance take effect and be in force thirty (30) days from and after passage as provided by law.

The foregoing Ordinance 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 foregoing Ordinance adopted and approved, this the _____ day of _____ A.D., 2012.

(S E A L)

ATTEST: ADOPTED:

CLERK OF COUNCIL PRESIDENT

THE above and foregoing Ordinance having been submitted to and approved by the Mayor, this the _____ day of _____ A.D., 2012.

ATTEST: APPROVED:

CITY CLERK MAYOR

Prepared by: City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601)545-4550

Return to: City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403
(601)545-4550

INDEXING INSTRUCTIONS:

ORDINANCE NUMBER 3093

OF THE

CITY OF HATTIESBURG, MISSISSIPPI

**AN ORDINANCE CHANGING AND AMENDING THE COMPREHENSIVE
ZONING DISTRICT MAP, ADOPTED AS PART OF THE
COMPREHENSIVE ZONING ORDINANCE NO. 2330, AS AMENDED,
OF THE CITY OF HATTIESBURG, MISSISSIPPI
SO AS TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN PROPERTY
LOCATED AT 531 HELVESTON ROAD (PARCEL: 32-1039-180, PPIN 037735, WARD
5) FROM R-1A (SINGLE-FAMILY RESIDENTIAL) DISTRICT TO B-2
(NEIGHBORHOOD BUSINESS) DISTRICT
IN THE CITY OF HATTIESBURG MISSISSIPPI**

**BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF HATTIESBURG,
MISSISSIPPI:**

SECTION 1. That the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi be and the same is hereby changed and amended. The Hattiesburg Planning Commission recommendation to APPROVE said change in zoning for the following reason:

1. There is a material change in the circumstances and conditions of the neighborhood and area surrounding the petitioned property and there is a public need for the change in question, based on the Comprehensive Plan.

in connection therewith so that the land described as follows be zoned as follows:

1. COMMENCE AT A FOUND ½" IRON PIN MARKING THE SOUTHEAST CORNER OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 21, TOWNSHIP 4 NORTH, RANGE 13 WEST, FORREST COUNTY, MISSISSIPPI, AND RUN NORTH ZERO (00) DEGREES, THIRTY-FOUR (34) MINUTES, THIRTY-THREE (33) SECONDS WEST FOR 385.59 FEET;

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also known as lots certain vacant property located 531 Helveston Road (Parcel: 32-1039-180, PPIN 037735, Ward 5) from R-1A (Single-Family Residential) District to B-2 (Neighborhood Business) District, filed by Helveston Road Church of Christ.

SECTION 2. Except as hereby expressly changed and amended, the aforesaid Comprehensive Zoning District Map and the Comprehensive Zoning Ordinance No. 2330, as amended, of said City of Hattiesburg, Mississippi, shall be and remain in full force and form as adopted.

SECTION 3. That this Ordinance take effect and be in force thirty (30) days from and after passage as provided by law.

The foregoing Ordinance having been reduced to writing, the same was introduced by Council member Delgado seconded by Council member Naylor and was adopted by the following vote to-wit:

YEAS:	Bradley	NAYS:	None
	Delgado		
	Carroll		
	Ware		
	Naylor		

THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the 21st day of August A.D., 2012.

(S E A L)

ATTEST:


CLERK OF COUNCIL

ADOPTED:

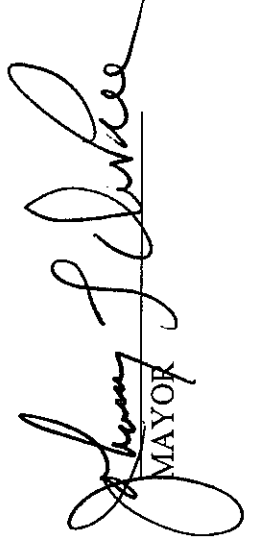

PRESIDENT

THE above and foregoing Ordinance having been submitted to and approved by the Mayor, this the 21st day of August A.D., 2012.

ATTEST:

APPROVED:


CITY CLERK


MAYOR



City of Hattiesburg, MS

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

Master

File Number: 2012-1042

File ID: 2012-1042

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 08/14/2012

Brief Title: Project Resolution Requisition No. 6 2012 Bonds

Final Action: 08/21/2012

Minute Book Number: MB 2012-1/289

Title:

Adopt a Resolution authorizing Requisition No. 6 from the Project Fund Construction Account in connection with that certain loan agreement, dated as of March 29, 2012, by and between the Mississippi Development Bank and the City of Hattiesburg.

Notes:

Sponsors:

Enactment Date:

Attachments: Bond Requisition No.6, Executed Resolution #2012-91

Enactment Number:

Contact:

Meeting Date: 08/21/2012

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/21/2012	Adopt				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Naylor to Adopt a Resolution authorizing Requisition No. 6 from the Project Fund Construction Account in connection with that certain loan agreement, dated as of March 29, 2012, by and between the Mississippi Development Bank and the City of Hattiesburg.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Ware and Naylor							
Nays: 0							
Yea: 5 President Bradley Council Member Delgado Council Member Carroll Vice President Ware Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2012-1042

Title

Adopt a Resolution authorizing Requisition No. 6 from the Project Fund Construction Account in connection with that certain loan agreement, dated as of March 29, 2012, by and between the Mississippi Development Bank and the City of Hattiesburg.

Summary

Adopt a Resolution authorizing Requisition No. 6 from the Project Fund Construction Account in connection with that certain loan agreement, dated as of March 29, 2012, by and between the Mississippi Development Bank and the City of Hattiesburg.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

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 Requisition No. 6 from the Project Fund Construction Account in connection with the loan agreement between the Mississippi Development Bank and the City dated March 29, 2012. 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 REQUISITION NO. 6 FROM THE PROJECT FUND CONSTRUCTION ACCOUNT IN CONNECTION WITH THAT CERTAIN LOAN AGREEMENT, DATED AS OF MARCH 29, 2012, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE CITY.

Whereas, on March 29, 2012 the City entered into a loan with the Mississippi Development Bank in an amount not to exceed \$12,500,000 (the "Loan") pursuant to the terms and conditions of that certain loan agreement, dated as of March 29, 2012, by and between the Mississippi Development Bank and the City (the "Loan Agreement").

Whereas, the City Council of the City now finds it necessary to approve Requisition No. 6 from the Project Fund Construction Account under the Loan in the total aggregate amount of \$789,638.39 for the purpose of paying Water & Sewer Projects in connection with the loan 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 Requisition No. 6 from the Project Fund Construction Account under the Loan in the total aggregate amount of Seven hundred eighty-nine thousand six hundred thirty-eight and 39/100 dollars (789,639.39) for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

SECTION 2. The City Council hereby directs Hancock Bank, as Trustee to disburse funds of Requisition No. 6 in the total aggregate amount of Seven hundred eighty-nine thousand six hundred thirty-eight and 39/100 dollars (789,639.39) 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 roll call vote, to wit:

YEAS:

NAYS:

The President thereby declared the motion carried and the resolution adopted, this the 21st day of August, 2012.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 21st day of August, 2012.

CITY CLERK

MAYOR

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

RE: \$12,500,000 Mississippi Development Bank Special Obligation Bonds, Series 2012 (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project) (the "Bonds") secured by \$12,500,000 Promissory Note (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project) (the "Note").

TO: Hancock Bank

The Quarter Specialty Center
1855 Lakeland Drive, Suite Q-230
Jackson, Mississippi 39216
ATTN: Trust and Financial Services Group

REQUISITION NO.: 6

DATE OF REQUISITION: 8/21/2012

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purchase Order #	Purpose of Payment
1.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	094695.7220.49	\$ 6,975.00	17082		Design services for Sewer Improvements Phase I for period 6/25/12 - 7/28/12.
						MB 2011 -4/89-110
2.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	094695.7245.08	\$ 25,882.25	17074		Design services for the Veterans Blvd Water Connector for the period 6/24/12 - 7/28/12
						MB 2011 -4/551-570
3.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	094695.7245.50	\$ 3,720.00	17081		Design services for Water Improvements Phase I for Period 6/25/12 - 7/28/12.
						MB 2011 -4/89-110

EXHIBIT A

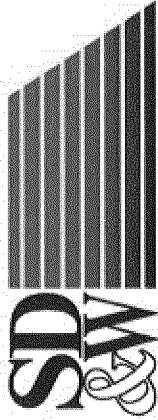
Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purchase Order #	Purpose of Payment
4.	4-D Construction, Inc P O Box 127 Louisville, MS 39339-0127	094695.7245.28	\$ 388,786.67	Pay Est No. 2	126469	Construction of Hwy 98 Fire Lines for period 6/1/12-6/27/12. MB 2012-1/125
5.	C J Morgan, Inc. 292 Eatonville Rd Hattiesburg, MS 39401	094695.7220.49	\$ 59,702.45	Pay Est No. 2	126464	Construction of COMSWIP-Sewer Phase I for the period 6/25/12-7/30/12. MB 2012-1/126
6.	Fowlkes Plumbing 110 Highway 6 Amory, MS 38821	094695.7245.23	\$ 210,280.95	Pay Est No. 1	126479	Construction of COMSWIP Water System Expansion on WSF Tatum Blvd & Bonhomie Rd for the period 6/25/12-7/30/12. MB 2012-1/141
7.	Greenbriar DSLP 1941 Hwy 550 NW Brookhaven, MS 39601	094695.7245.18	\$ 75,191.07	Pay Est No. 1	126466	Construction of water system rehabilitation at Country Club area for period inception to 7/29/12. MB 2012-1/106
8.	Alabama Great Southern Railroad (Attn Jerry Causey Norfolk Southern Corp 1 Georgia Ctr Ste 1702 600 W Peachtree St NW Atlanta, GA 30308-3603	094695.7245.08	\$ 19,100.00	Permit	126468	Fee for railroad permit to install water line for Veterans Blvd Water Connector in or under railroad right of way.
			<u>\$ 789,638.39</u>			

Hattiesburg, Mississippi does hereby certify to Hancock Bank, as trustee in respect to the referenced Bonds (the Trustee"):

- (1) The amounts herein requisitioned to be paid to the above-designated payees are for the items or services hereinabove described.
- (2) The items or services listed above for which payment is proposed to be made hereunder have not formed the basis for any payment heretofore made from the Project Fund Construction Account.
- (3) Each of the items was reasonable and necessary in connection with the "Construction Project" being financed pursuant to the Loan Agreement dated as of March 29, 2012 (the "Loan Agreement").
- (4) The payment herein authorized and approved is a proper charge against the Project Fund Construction Account as provided for in Section 3 of the Loan Agreement.
- (5) The invoices or statements from the contractor, vendor or other payee or other document supporting the amounts requisitioned herein are on file with the City.

CITY OF HATTIESBURG, MISSISSIPPI

By: _____
Title: Director of Administration/City Clerk
(Authorized City Representative)



Shows, Dearman, and Waits Inc.
P. O. Box 1711
Hattiesburg, MS 39403-1711
Phone: 601.544.1821

CITY OF HATTIESBURG
P. O. BOX 1898
HATTIESBURG, MS 39403-1898

August 13, 2012
Project No: 1273-S001
Invoice No: 17082

Manager Kyle Wallace
Project 1273-S001

Sewer Phase I

Columbia St, Corrine St, Duke Ave, Carlisle Dr., U.S Hwy 49 S, WST Tatum Blvd.
Professional Services for the Period: June 25, 2012 to July 28, 2012

Phase CM Construction Management - Columbia St.

Construction Cost 776,146.00
% of Construction Cost 9.00
Total Fee 69,853.14

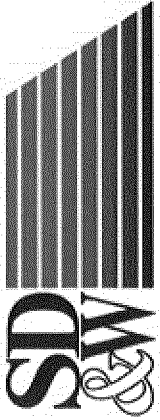
Billing Phase	Total Fee	% of	Phase Fee	Complete	Fee Earned	Prior Billing	Current Fee
Design Phase Services	100.00		69,853.14	100.00	69,853.14	69,853.14	0.00
Totals			69,853.14		69,853.14	69,853.14	0.00
Total Fee							0.00

Professional Personnel

	Hours	Rate	Amount
AUTO CAD TECHNICIAN			
Sullivan, Richard	.50	85.00	42.50
CONSTRUCTION OBSERVER			
Phillips, Michael	59.50	85.00	5,057.50
PROJECT ENGINEER			
Sellers, Bennie	2.50	150.00	375.00
Wallace, Kyle	10.00	150.00	1,500.00
Totals	72.50		6,975.00
Total Labor			6,975.00

TOTAL
\$6,975.00

094695. 7220.49
MB 2011-4/89-110



Shows, Dearman, and Waits Inc.
P. O. Box 1711
Hattiesburg, MS 39403-1711
Phone: 601.544.1821

CITY OF HATTIESBURG
P. O. BOX 1898
HATTIESBURG, MS 39403-1898

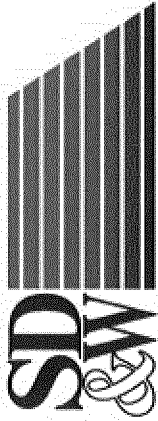
August 13, 2012
Project No: 1273-W004
Invoice No: 17081

Manager Kyle Wallace
Project 1273-W004 Comprehensive Water Improvement - Ph I
Professional Services for the Period: June 25, 2012 to July 28, 2012
Professional Personnel

Auto Cad Technician	Hours	Rate	Amount
Sullivan, Richard	3.50	85.00	297.50
Temple, Patricia	38.50	85.00	3,272.50
Project Engineer			
Wallace, Kyle	1.00	150.00	150.00
Totals	43.00		3,720.00
Total Labor			\$3,720.00

094695.7245.50

MB 2011-4/89-110



Shows, Dearman, and Waits Inc.
P. O. Box 1711
Hattiesburg, MS 39403-1711
Phone: 601.544.1821

CITY OF HATTIESBURG
P. O. BOX 1898
HATTIESBURG, MS 39403-1898

August 09, 2012
Project No: 1270
Invoice No: 17074

Manager Kyle Wallace
Project 1270 Veterans Blvd Water Connector
Professional Services for the Period: June 24, 2012 to July 28, 2012
Phase DD Design Phase Services

Billing Phase	Phase Fee	% Complete	Fee Earned	Prior Billing	Current Fee
Environmental Study	25,830.00	100.00	25,830.00	12,915.00	12,915.00
Preliminary Design Phase	34,233.00	100.00	34,233.00	34,233.00	0.00
Final Design Phase	51,869.00	100.00	51,869.00	38,901.75	12,967.25
Bidding & Negotiating Phase	2,075.00	0.00	0.00	0.00	0.00
Construction Phase Services	5,187.00	0.00	0.00	0.00	0.00
Total Fee	119,194.00		111,932.00	86,049.75	25,882.25
Total Fee				TOTAL	\$25,882.25
					\$25,882.25

094695.7245.08
MB 2011-4/ 551-570

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
P U R C H A S E O R D E R
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

Page 1
Date 08/10/12
PO No. 126469
Req No. 136932

VENDOR MAILING:
4-D CONSTRUCTION INC
PO BOX 127
LOUISVILLE MS 39339-0127

WAITS, SHARON (601) 5454640
MINUTE BOOK # 2012-1/125
STATE CONTRACT# Sewer/Water Bond
VENDOR # 00093155

SHIP TO :
CITY OF HATTIESBURG
ENGINEERING/PUBLIC SERVICES
212 WEST FRONT STREET-CENTENNIAL BLDG
HATTIESBURG MS 39401

PROJECT LINE: COMSWIP - HWY 98 FIRE LINES

PROCESSING CODE: RIP
SEND METHOD 0 ()

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
094695.7245.28	CONSTRUCTION Project: Comswip - Hwy 98 Fire Lines Period: 6/27/12 - 7/25/12 Pay Estimate No. 2	1.00	EA	388,786.6700	388,786.67

TOTAL CONTRACT AMOUNT NOT TO EXCEED

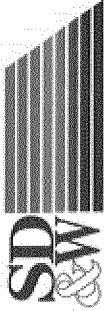
388,786.67

SUBMIT SEPARATE INVOICES FOR
EACH ORDER. PREPAY SHIPPING
CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR
ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR
ADDRESS ABOVE, CONTACT ACCOUNTING
(601) 545-4686.

EDDIE R. MYERS
CITY CLERK



SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS

P.O. BOX 1711, 301 SECOND AVENUE
HATTIESBURG, MISSISSIPPI 39403-1711
P: (601) 544-1821 F: (601) 544-0501
HTTP://WWW.SD-W.COM

August 1, 2012

City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403

Attn: Bert Kuyrkendall

Re: Highway 98 West Fire Lines
City of Hattiesburg

Bert:

Enclosed please find Pay Estimate No. 2 in the amount of \$388,786.67 for the above referenced project.

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

Sincerely

Kyle D. Wallace, P.E.
Project Engineer

/nd

Enclosure

Cc: Tony McLendon
4-D Construction via Fax 662.773.2095

094695. 7245. 28
WB 2012-1/125

OK 136932
PO 126469

RAYMOND M. DEARMAN, PE., R.L.S.
MICHAEL T. WAITS, PE., R.L.S.
NICHOLAS M. CONNOLLY, PE., P.L.S.
KYLE D. WALLACE, PE.
SHEA E. MCNEASE, PE.
JOHN T. WEEKS, PE.
BENNIE J. SELLERS, PE., R.L.S.
MARCELIN JOSEPH, E.I.

PAUL J. SHOWS (1998)

SHOWS, DEARMAN & WAITS, INC. - CONSULTING ENGINEERS -

Project: Hwy 98 West Fire Lines 1273-W001
City of Hattiesburg

Contractor:

4-D Construction, Inc.
PO Box 127, Louisville, MS 39401

Date: 7-25-12

Pay Estimate No.: Two (2)

Pay Period: June 27, 2012 thru July 25, 2012

Item No.	Item Description	Total Quantities			Unit	Price	Amount
		On Cont. Price Est.	Allowed This Period	Allowed To Date			
CONTRACT TOTAL: \$ 3,849,627.77							
1	6" Class 350 Ductile Iron Water Pipe (Open Cut)	3,030	60.00	60.00	L.F.	\$26.05	\$ 1,563.00
2	8" Class 350 Ductile Iron Water Pipe (Open Cut)	15,367	229.00	229.00	L.F.	\$29.45	\$ 6,744.05
3	12" Class 350 Ductile Iron Water Pipe (Open Cut)	32,054	2077.00	2077.00	L.F.	\$41.25	\$ 85,676.25
4	16" Class 350 Ductile Iron Water Pipe (Open Cut)	2,985	1870.00	1870.00	L.F.	\$71.15	\$ 133,050.50
5	6" Class 350 Ductile Iron Water Pipe (Bored - No Casing)	300			L.F.	\$52.05	\$ -
6	8" Class 350 Ductile Iron Water Pipe (Bored - No Casing)	800			L.F.	\$65.50	\$ -
7	12" Class 350 Ductile Iron Water Pipe (Bored - No Casing)	2,520			L.F.	\$75.50	\$ -
8	16" Class 350 Ductile Iron Water Pipe (Bored - No Casing)	90	120.00	120.00	L.F.	\$105.00	\$ 12,600.00
9	8" 200 PSI, DR9, HDPE (Direction Bore) (Incl. adapter fittings)	60			L.F.	\$65.00	\$ -
10	10" 200 PSI, DR9, HDPE (Direction Bore) (Incl. adapter fittings)	1,550			L.F.	\$72.50	\$ -
11	16" 200 PSI, DR9, HDPE (Direction Bore) (Incl. adapter fittings)	2,130			L.F.	\$119.95	\$ -
12	22" 200 PSI, DR9, HDPE (Direction Bore) (Incl. adapter fittings)	690			L.F.	\$148.50	\$ -
13	18" Steel Casing, 0.25" WT (Open Cut)	80	40.00	40.00	L.F.	\$85.25	\$ 2,610.00
14	12" Steel Casing, 0.25" WT (Bored)	120			L.F.	\$36.65	\$ -
15	14" Steel Casing, 0.25" WT (Bored)	1,125	631.00	631.00	L.F.	\$42.25	\$ 26,658.75
16	18" Steel Casing, 0.25" WT (Bored)	2,525	500.00	500.00	L.F.	\$70.00	\$ 35,000.00
17	24" Steel Casing, 0.25" WT (Bored)	120			L.F.	\$76.67	\$ -
18	Connection: Proposed 16" to Existing 16" (Straight Connection w/ fittings)	2			Each	\$2,450.00	\$ -
19	Connection: Proposed 16" to Existing 16" (Hot Tap w/ Valve Assembly)	1			Each	\$13,455.00	\$ -
20	Connection: Proposed 16" to Proposed 16" (Tee & other fittings)	1			Each	\$5,500.00	\$ -
21	Connection: Proposed 16" to Proposed 12" (Straight Connection w/ fittings)	1			Each	\$5,250.00	\$ -
22	Connection: Proposed 16" to Proposed 8" (Tee & other fittings)	1			Each	\$4,550.00	\$ -
23	Connection: Proposed 12" to Proposed 12" (Tee & other fittings)	13			Each	\$3,205.00	\$ -
24	Connection: Proposed 12" to Proposed 12" & 8" (Cross & other fittings)	1			Each	\$3,150.00	\$ -
25	Connection: Proposed 12" to Proposed 8" (Tee & other fittings)	8			Each	\$2,850.00	\$ -
26	Connection: Proposed 8" to Existing 16" (Hot Tap w/ Valve Assembly)	3			Each	\$4,885.00	\$ -
27	Connection: Proposed 8" to Proposed 8" (Tee & other fittings)	3			Each	\$1,650.00	\$ -
28	Connection: Proposed 8" to Proposed 6" (Tee & other fittings)	4			Each	\$1,445.00	\$ -
29	16" Gate Valve	3	1.00	1.00	Each	\$6,500.00	\$ 6,500.00
30	12" Gate Valve	53	5.00	5.00	Each	\$2,250.00	\$ 11,250.00
31	8" Gate Valve	27			Each	\$1,195.00	\$ -
32	6" Gate Valve	5			Each	\$725.00	\$ -
33	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	96	7.00	7.00	Each	\$3,450.00	\$ 24,150.00
34	6" Fire Suppression System Connection (Incl. Tee, Valve, Pipe, Disconnection of Existing System, Connection to Existing Fire System, etc.)	10			Each	\$3,000.00	\$ -
35	Temporary Erosion Control	1	0.05	0.05	L.S.	\$25,000.00	\$ 1,250.00
36	Grassing	1			L.S.	\$26,500.00	\$ -
37	Maintenance of Traffic	1		0.50	L.S.	\$75,000.00	\$ 37,500.00
38	Mobilization	1		1.00	L.S.	\$9,474.72	\$ 9,474.72

Total Earned - Regular Work

\$ 394,028.27

Less 10% Retainage

\$ 39,402.83

Stored Materials

\$ 1,095,113.09

Total Due - Regular Work

\$ 1,449,738.53

Less Previous Payments

\$ 1,060,951.86

Net Amount Due This Estimate

\$ 388,786.67

Less Deductions

\$ -

Net Payment Due

\$ 388,786.67

Time Elapsed to Date:

13%

Percent Complete:

10%

CERTIFIED CORRECT
Shows, Dearmann & Waits, Inc.

Kyle D. Wallace, P.E.
Project Engineer

APPROVED:
City of Hattiesburg

G:\PROJECTS\Hattiesburg_City of Hattiesburg\1273W001 - Hwy 98 West Fire Lines\Spreadsheet\1273W001_Pay Estimate 2.xls

Highway 98 West Fire Lines

Hattiesburg, MS

Pay Estimate No. 2

STORED MATERIALS

Item No.	Item Description	Quantity	Unit Price	Amount
1	12" PC-350 DI SJ Pipe	32,496	\$ 22.81	\$ 741,233.76
2	16" PC-350 DI SJ Pipe	1,085	\$ 39.44	\$ 42,792.40
3	8" PC-350 DI SJ Pipe	7,603	\$ 13.89	\$ 105,605.67
4	8" Class 350 Ductile Iron SJ Pipe	8,334	\$ 13.89	\$ 115,759.26
5	6" Class 350 Ductile Iron SJ Pipe	3,330	\$ 10.40	\$ 34,632.00
6	3 way Fire Hydrant w/ Appurtences	18	\$ 1,150.00	\$ 20,700.00
7	6" MJ Gate Valve	5	\$ 350.00	\$ 1,750.00
8	16" MJ Gate Valve	2	\$ 3,850.00	\$ 7,700.00
9	12" MJ Gate Valve	5	\$ 1,063.00	\$ 5,315.00
10	8" x FLG Gate Valve	1	\$ 4,000.00	\$ 4,000.00
11	16" x FLG Gate Valve	3	\$ 625.00	\$ 1,875.00
12	14" Steel Casing	249	\$ 18.00	\$ 4,482.00
13	18" Steel Casing	331	\$ 28.00	\$ 9,268.00
14				\$ -
15				\$ -
16				\$ -
17				\$ -
18				\$ -
19				\$ -
20				\$ -
21				\$ -
22				\$ -
23				\$ -
24				\$ -
25				\$ -
26				\$ -
27				\$ -
28				\$ -
29				\$ -
30				\$ -
31				\$ -
32				\$ -
33				\$ -
34				\$ -
35				\$ -
36				\$ -
Total				\$ 1,095,113.09

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
PURCHASE ORDER
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

Page 1
Date 08/10/12

POINT OF CONTACT:

PO No. 126464
Req No. 136928

VENDOR MAILING:
C J MORGAN INC
292 EATONVILLE RD
HATTIESBURG MS 39401-9608

WAITS, SHARON (601) 5454640
MINUTE BOOK # 2012-1/106
STATE CONTRACT# Sewer/Water Bond
VENDOR # 00001877

SHIP TO :
CITY OF HATTIESBURG
ENGINEERING/PUBLIC SERVICES
212 WEST FRONT STREET-CENTENNIAL BLDG
HATTIESBURG MS 39401

PROCESSING CODE: RIP

PROJECT LINE: COMSWIP - SEWER PHASE I

SEND METHOD 0 ()

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
094695.7220.49	CONSTRUCTION Project: Comswip Sewer Phase I Period 6/25/12 - 7/30/12 Pay Application No. 2	1.00	EA	59,702.4500	59,702.45

TOTAL CONTRACT AMOUNT NOT TO EXCEED

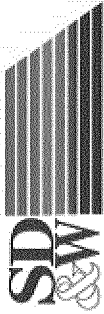
59,702.45

SUBMIT SEPARATE INVOICES FOR
EACH ORDER. PREPAY SHIPPING
CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR
ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR
ADDRESS ABOVE, CONTACT ACCOUNTING
(601) 545-4686.

EDDIE R. MYERS
CITY CLERK



SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS

P.O. BOX 1711, 301 SECOND AVENUE
HATTIESBURG, MISSISSIPPI 39403-1711
P: (601) 944-1821 F: (601) 944-0601
HTTP://WWW.SD-W.COM

OR 136928
PO 126464

RAYMOND M. DEARMAN, PE., R.L.S.
MICHAEL T. WAITS, PE., R.L.S.
NICHOLAS M. CONNOLLY, PE., P.L.S.
KYLE D. WALLACE, PE.
SHEA E. McNEASE, PE.
JOHN T. WEEKS, PE.
BENNIE J. SELLERS, PE., R.L.S.
MARCELIN JOSEPH, E.I.

PAUL J. SHOWS (1996)

July 31, 2012

City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403

Attn: Bert Kuyrkendall

Re: Comprehensive Sewer Improvements Phase I
City of Hattiesburg

Bert:

Enclosed please find Pay Estimate No. 2 in the amount of \$59,702.45 for the above referenced project.

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

Sincerely

Kyle D. Wallace, P.E.
Project Engineer

/nd

Enclosure

cc: Wade Phillips

094695.7220.49
MB 2012-1/106

SHOWS, DEARMAN & WAITS, INC. - CONSULTING ENGINEERS -
Project: Comprehensive Sewer Improvements Phase I 1273-S001
City of Hattiesburg

Date: 7-30-12

Pay Estimate No.: Two (2)

Contractor:

C.J. Morgan, Inc.
292 Eatonville Rd, Hattiesburg, MS 39401

Pay Period: June 25, 2012 to July 30, 2012

Item No.	Item Description	Total Quantities			Unit	Unit Price	Amount
		On Cont. Price Est.	Allowed This Period	Allowed To Date			
CONTRACT TOTAL: \$ 776,146.00							
1	8" SDR 26 PVC Sewer Pipe (0'-6")	440	300.08	300.08	Lin. Ft.	\$25.00	\$ 7,502.00
2	8" SDR 26 PVC Sewer Pipe (6'-8")	946	315.82	315.82	Lin. Ft.	\$27.00	\$ 8,527.14
3	8" SDR 26 PVC Sewer Pipe (8'-10")	1,407	563.54	563.54	Lin. Ft.	\$29.00	\$ 16,342.66
4	8" SDR 26 PVC Sewer Pipe (10'-12")	155	146.60	146.60	Lin. Ft.	\$32.00	\$ 4,691.20
5	8" SDR 26 PVC Sewer Pipe (12'-14")	161	25.87	25.87	Lin. Ft.	\$38.00	\$ 983.06
6	8" SDR 26 PVC Sewer Pipe (14'-16")	160			Lin. Ft.	\$43.00	\$ -
7	8" SDR 26 PVC Sewer Pipe (16'-18")	134			Lin. Ft.	\$53.00	\$ -
8	12" SDR 26 PVC Sewer Pipe (6'-8")	300			Lin. Ft.	\$33.00	\$ -
9	12" SDR 26 PVC Sewer Pipe (8'-10")	481			Lin. Ft.	\$35.00	\$ -
10	12" SDR 26 PVC Sewer Pipe (10'-12")	342			Lin. Ft.	\$38.00	\$ -
11	15" SDR 26 PVC Sewer Pipe (0'-6")	80			Lin. Ft.	\$38.00	\$ -
12	15" SDR 26 PVC Sewer Pipe (6'-8")	662			Lin. Ft.	\$40.00	\$ -
13	15" SDR 26 PVC Sewer Pipe (8'-10")	325			Lin. Ft.	\$42.00	\$ -
14	15" SDR 26 PVC Sewer Pipe (10'-12")	219			Lin. Ft.	\$48.00	\$ -
15	12" Steel Casing (0.25" WT) (Open Cut)	40			Lin. Ft.	\$75.00	\$ -
16	12" Steel Casing (0.25" WT) (Bored)	160	60	160.00	Lin. Ft.	\$175.00	\$ 28,000.00
17	20" Steel Casing (0.25" WT) (Bored)	80			Lin. Ft.	\$275.00	\$ -
18	48" Precast Concrete Sewer Manhole (6'-8")	4	3	3	Each	\$2,230.00	\$ 6,690.00
19	48" Precast Concrete Sewer Manhole (8'-10")	8	2	2	Each	\$2,500.00	\$ 5,000.00
20	48" Precast Concrete Sewer Manhole (10'-12")	4	1	1	Each	\$2,900.00	\$ 2,900.00
21	48" Precast Concrete Sewer Manhole (14'-16")	1			Each	\$3,500.00	\$ -
22	48" Precast Concrete Sewer Manhole (16'-18")	1			Each	\$4,500.00	\$ -
23	60" Precast Concrete Sewer Manhole (6'-8")	2			Each	\$2,700.00	\$ -
24	60" Precast Concrete Sewer Manhole (10'-12")	4			Each	\$3,500.00	\$ -
25	Drop Manhole Assembly (All Depths)	3			Each	\$3,000.00	\$ -
26	Demolition and Removal of Existing Manhole	14	1	1	Each	\$500.00	\$ 500.00
27	Remove, Modify and Reset Existing Manhole (Site 5 WSF Tatum Blvd)	1	1	1	Lump Sum	\$2,000.00	\$ 2,000.00
28	Removal of Existing Septic Tank (Incl. disconnect from structure, removal of waste, removal of tank, etc.)	1			Each	\$2,000.00	\$ -
29	4" Sewer Pipe for Services (All Depths)	474			Lin. Ft.	\$14.00	\$ -
30	6" SDR 26 PVC Sewer Pipe for Services (All Depths)	1,350			Lin. Ft.	\$20.00	\$ -
31	8" SDR 13 HPDE Sewer Pipe for Services (All Depths) (Dir. Bored)	275			Lin. Ft.	\$55.00	\$ -
32	8"x8"x6" PVC Tee	15			Each	\$100.00	\$ -
33	12"x12"x6" Tee	8			Each	\$200.00	\$ -
34	15"x15"x6" Tee	26			Each	\$350.00	\$ -
35	6" PVC Cleanout	49			Each	\$150.00	\$ -
36	Crushed Aggregate (Size 825)	2,168			Ton	\$38.00	\$ -
37	Select Fill Material (Class 9, Group C), LVM	6,226			Cu. Yd.	\$8.00	\$ -
38	Concrete Pavement Repair (All Depths)	335			Sq. Yd.	\$58.00	\$ -
39	Asphalt Pavement Repair (All Depths)	4,500			Sq. Yd.	\$30.00	\$ -
40	Concrete Curb & Gutter (Match Existing Type)	20			Lin. Ft.	\$50.00	\$ -
41	Clearing and Grubbing	1		1.00	Lump Sum	\$3,975.00	\$ 3,975.00
42	Grassing	1			Lump Sum	\$7,500.00	\$ -
43	Temporary Erosion Control	1	0.10	0.10	Lump Sum	\$7,000.00	\$ 700.00
44	Mobilization	1		0.20	Lump Sum	\$60,000.00	\$ 12,000.00
45	Maintenance of Traffic	1		0.20	Lump Sum	\$5,000.00	\$ 1,000.00

CERTIFIED CORRECT:

Shows, Dearmann & Waits, Inc.


King D. Wallace, P.E.
Project Engineer

APPROVED:

City of Hattiesburg


OWNER

Time Elapsed to Date: 25%
Percent Complete: 13%

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
PURCHASE ORDER
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

Page 1
Date 08/13/12

POINT OF CONTACT:

PO No. 126479
Req No. 136957

VENDOR MAILING:
FOWLKES PLUMBING
110 HIGHWAY 6
AMORY MS 38821-1730

WAITS, SHARON (601) 5454640
MINUTE BOOK # 2012-1/141
STATE CONTRACT# Sewer/Water Bond
VENDOR # 00093458

SHIP TO :
CITY OF HATTIESBURG
ENGINEERING/PUBLIC SERVICES
212 WEST FRONT STREET-CENTENNIAL BLDG
HATTIESBURG MS 39401

PROCESSING CODE: RIP

PROJECT LINE: WATER SYSTEM EXPANSION - WSF TATUM BLVD & BONHOMIE RD

SEND METHOD 0 ()

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
094695.7245.23	CONSTRUCTION Project: Water System Expansion-WSF Tatum Blvd & Bonhomie Rd Period 6/25/12 - 7/30/12 Pay Application No. 1	1.00	EA	210,280.9500	210,280.95

TOTAL CONTRACT AMOUNT NOT TO EXCEED

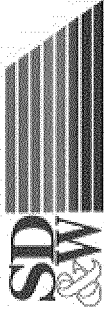
210,280.95

SUBMIT SEPARATE INVOICES FOR
EACH ORDER. PREPAY SHIPPING
CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR
ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR
ADDRESS ABOVE, CONTACT ACCOUNTING
(601) 545-4686.

EDDIE R. MYERS
CITY CLERK



SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS

P.O. BOX 1711, 301 SECOND AVENUE
HATTIESBURG, MISSISSIPPI 39403-1711
P: (601) 544-1821 F: (601) 544-0501
HTTP://WWW.SD-W.COM

July 31, 2012

City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403

Attn: Bert Kuyrkendall

Re: Water System Expansion
WSF Tatum Blvd and Bonhomie Rd
City of Hattiesburg

Bert:

Enclosed please find Pay Estimate No. 1 in the amount of \$210,280.95 for the above referenced project.

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

Sincerely,

Shea E. McNease, P.E.
Vice President
Project Engineer

/nd

Enclosure

cc: Wade Phillips
Fowlkes Plumbing via email

094695.7245.23
MB 2012-1/141

ENCLOSURE

APPROVED FOR PAYMENT

DATE

8/10/12

SIGNATURE

02136957
PO. 126479

RAYMOND M. DEARMAN, PE, R.L.S.
MICHAEL T. WAITS, PE, R.L.S.
NICHOLAS M. CONNOLLY, PE, P.L.S.
KYLE D. WALLACE, PE
SHEA E. MCNEASE, PE
JOHN T. WEEKS, PE
BENNIE J. SELLERS, PE, R.L.S.
MARCELIN JOSEPH, E.I.
PAUL J. SHOWS (1996)

193458

SHOWS, DEARMAN & WAITS, INC. - CONSULTING ENGINEERS -

Date: 7-31-12

Project: Water System Expansion on WSF Tatum & Bonhomie Rd 1214W6

City of Hattiesburg

Pay Estimate No.: One (1)

Contractor:

Fowlkes Plumbing
110 Hwy 6 Amory, MS 38821

Steve Fowlkes
662-256-2333 Fax
662-256-9972

Pay Period: June 25, 2012 - July 30, 2012

Item No.	Item Description	Total Quantities			Unit	Unit Price	Amount
		On Cont. Price Est.	Allowed This Period	Allowed To Date			
CONTRACT TOTAL:							\$ 307,664.90
1	Clearing and Grubbing	1	1	1	L.S.	\$656.00	\$ 656.00
2	12" Ductile Iron Water Line, Class 350	6809	6,000	6,000	L.F.	\$30.10	\$ 180,600.00
3	14" SDR-13 (Directional Bored) (Including Fittings)	100			L.F.	\$109.60	\$ -
4	18" Steel Casing (Open Cut)	110			L.F.	\$51.00	\$ -
5	18" Steel Casing (Bored)	140	60	60	L.F.	\$81.60	\$ 4,896.00
6	Tie Proposed 12" D.I. to Existing 12" (Hot Tap w/ valve)	1	1	1	Each	\$5,894.00	\$ 5,894.00
7	Tie Proposed 12" D.I. to Existing 12" (w/ Tee)	2	1	1	Each	\$2,127.00	\$ 2,127.00
8	Tie Proposed 12" D.I. to Existing 8"	1			Each	\$2,370.00	\$ -
9	8" Gate Valve	1			Each	\$1,185.00	\$ -
10	12" Gate Valve	5			Each	\$1,840.00	\$ -
11	Pressure Relief Valve	1	1	1	Each	\$14,455.00	\$ 14,455.00
12	3-Way Fire Hydrant, and Appurtenances	8	5	5	Each	\$2,982.00	\$ 14,910.00
13	Mobilization	1	1	1	L.S.	\$9,165.00	\$ 9,165.00
14	Grassing	1			L.S.	\$1,800.00	\$ -
15	Erosion Control	1	0.5	0.5	L.S.	\$1,885.00	\$ 942.50
16	12" Bored Ductile Iron (No Casing)	0			L.F.	\$	\$ -
17	Tie In Church Services (Two)	1			L.S.	\$	\$ -
Total Earned - Regular Work							\$ 233,645.50
Less 10% Retainage							\$ 23,364.55
Stored Materials							
Total Due - Regular Work							\$ 210,280.95
Less Previous Payments							\$ -
Net Amount Due This Estimate							\$ 210,280.95
Less Deductions							\$ -
Net Payment Due							\$ 210,280.95

Time Elapsed to Date:	43%
Percent Complete:	76%

Time Elapsed to Date: 43%
Percent Complete: 76%

CERTIFIED CORRECT:

Shows, Dearmann & Waits, Inc.

APPROVED:

City of Hattiesburg

Shea E. McNamara, P.E.

Project Engineer

OWNER

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
P U R C H A S E O R D E R
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

Page - 1
Date - 08/10/12

POINT OF CONTACT:

PO No. - 126466

Req No. - 136929

VENDOR MAILING:
GREENBRIAR DIGGING SERVICE LP
1941 HIGHWAY 550 NW
BROOKHAVEN MS 39601-9615

WAITS, SHARON (601) 5454640
MINUTE BOOK # 2012-1/106
STATE CONTRACT# Sewer/Water Bond
VENDOR # 00075114

SHIP TO :
CITY OF HATTIESBURG
ENGINEERING/PUBLIC SERVICES
212 WEST FRONT STREET-CENTENNIAL BLDG
HATTIESBURG MS 39401

PROCESSING CODE: RIP

PROJECT LINE: COMSWIP - COUNTRY CLUB AREA WATER REHAB PHASE II

SEND METHOD 0 ()

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
094695.7245.18	CONSTRUCTION Project: Comswip - Country Club Area Water Rehab Period Thru 7/29/12 Pay Estimate No. 1	1.00	EA	75,191.0700	75,191.07

TOTAL CONTRACT AMOUNT NOT TO EXCEED

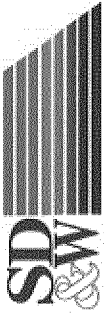
75,191.07

SUBMIT SEPARATE INVOICES FOR
EACH ORDER. PREPAY SHIPPING
CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR
ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR
ADDRESS ABOVE, CONTACT ACCOUNTING
(601) 545-4686.

EDDIE R. MYERS
CITY CLERK



SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS

P.O. BOX 1711, 301 SECOND AVENUE
HATTIESBURG, MISSISSIPPI 39403-1711
P: (601) 544-1821 F: (601) 544-0501
HTTP://WWW.SD-W.COM

RAYMOND M. DEARMAN, PE, R.L.S.
MICHAEL T. WAITS, PE, R.L.S.
NICHOLAS M. CONNOLLY, PE, P.L.S.
KYLE D. WALLACE, PE
SHEA E. McNEASE, PE
JOHN T. WEEKS, PE
BENNIE J. SELLERS, PE, R.L.S.
MARCELIN JOSEPH, E.I.
PAUL J. SHOWS (1996)

August 2, 2012

City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403

Attn: Bert Kuyrkendall

Re: Water System Rehabilitation in the Hattiesburg Country Club Area
Contract B
City of Hattiesburg

Bert:

Enclosed please find Pay Estimate No. 1 in the amount of \$75,191.07 for the above referenced project.

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

Sincerely,

Shea E. McNease, P.E.
Vice President
Project Engineer

/nd

Enclosure

cc: Jessie Neal, Greenbriar
Steve Tingle, SD&W

APPROVED FOR PAYMENT

DATE

8/8/12

SIGNATURE

094695.7245.18

MB 2012-1/106

OR 136929
PO 126466

CONTRACTOR: GREENBRIAR DSLP
1941 HWY 550 NW
BROOKHAVEN, MS 39601

ORIGINAL CONTRACT: \$254,700.00
CHANGE ORDERS: 0.00
REVISED CONTRACT: \$254,700.00

OWNER: CITY OF HATTIESBURG
P. O. BOX 1898
HATTIESBURG, MS 39403-1898

ORIGINAL COMPLETION: January 5, 2013

PROJECT: WATER SYSTEM REHABILITATION IN THE COUNTRY CLUB AREA -- CONTRACT B

ESTIMATE #: ONE

DATE: to JULY 29, 2012

	<u>THIS PERIOD AMOUNT</u>	<u>TOTAL TO DATE AMOUNT</u>
BASE BID TOTALS:	19,445.00	19,445.00
STORED MATERIAL:	59,703.50	59,703.50
TOTALS EARNED:	79,148.50	79,148.50
AMOUNT RETAINED <u>5</u> %:	3,957.43	3,957.43
PREVIOUS PAYMENT REQUESTS:	0.00	0.00
AMOUNT DUE:	75,191.07 <i>gnd</i>	75,191.07

CONTRACTOR Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment number 1 through 1 inclusive; and (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond acceptable to OWNER).

Dated July 30, 2012

GREENBRIAR DSLP
CONTRACTOR

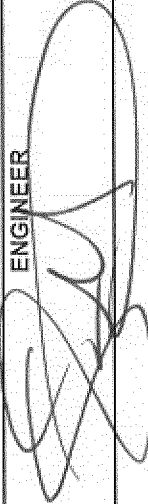
By: 
Jessie Neal, Managing Partner

ENGINEER Recommendation:

This Application (with accompanying documentation) meets the requirements of the Contract Documents and payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated , 2012

SHOWS, DEARMAN & WAITS, INC.
ENGINEER

By: 

OWNER APPROVAL:

BY: CITY OF HATTIESBURG, MS

DATE:

ESTIMATE NUMBER: ONE
NAME OF CONTRACTOR: GREENBRIAR DSLP, 1941 HWY 550 NW, BROOKHAVEN, MS 39601
NAME OF OWNER: CITY OF HATTIESBURG, P. O. BOX 1898, HATTIESBURG, MS 39403-1898
CONTRACT AMOUNT: ORIGINAL \$ 254,700.00
COMPLETION DATE: ORIGINAL January 5, 2013
DATES OF ESTIMATE: to JULY 29, 2012
PROJECT DESCRIPTION: WATER SYSTEM REHABILITATION IN THE COUNTRY CLUB AREA -- CONTRACT B

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	THIS PERIOD		TOTAL TO DATE	
						QUANTITY	AMOUNT	QUANTITY	AMOUNT
1.	Clearing & Grubbing	LS	1	5,000.00	5,000.00		-		-
2.	Remove and Replace Pipe Culvert, All Sizes	LF	188	20.00	3,760.00		-		-
3.	Remove and Salvage of Existing Fire Hydrants	EA	1	250.00	250.00		-		-
4.	Cut and Cap Existing Water Line to Stay in Service	EA	2	500.00	1,000.00		-		-
5.	Granular Material (Class 9, Group C) (Roadway Only)	CY	228	10.00	2,280.00		-		-
6.	Asphalt Pavement Repair (All Thicknesses) (Roadway Only)	SY	560	33.00	18,480.00		-		-
7.	6" PVC Water Line, C900, Class 200 (Open Cut)	LF	2,380	13.00	30,940.00	915	11,895.00	915	11,895.00
8.	8" PVC Water Line, C900, Class 200 (Open Cut)	LF	4,760	17.00	80,920.00		-		-
9.	12" Steel Casing (0.25 WT) (Bored) (All Depths)	LF	180	70.00	12,600.00	40	2,800.00	40	2,800.00
10.	16" Steel Casing (0.25 WT) (Bored) (All Depths)	LF	120	85.00	10,200.00		-		-
11.	16" Steel Casing (0.25 WT) (Open Cut) (All Depths)	LF	30	40.00	1,200.00		-		-
12.	6" Hot Tap w/Valve to Existing 12" Water Line	EA	2	2,000.00	4,000.00		-		-
13.	8" Hot Tap w/Valve to Existing 12" Water Line	EA	1	2,500.00	2,500.00		-		-
14.	Tie Proposed 6" Water Line to Exist 6" Water Line	EA	1	500.00	500.00		-		-
15.	Tie Proposed 6" Water Line to Exist 6" Water Line (w/Tee)	EA	1	800.00	800.00		-		-
16.	Tie Proposed 6" Water Line to Exist 8" Water Line (w/Tee)	EA	1	900.00	900.00		-		-
17.	Tie Proposed 8" Water Line to Exist 8" Water Line (w/Tee)	EA	1	950.00	950.00		-		-
18.	6" Gate Valve	EA	3	750.00	2,250.00	2	1,500.00	2	1,500.00
19.	8" Gate Valve	EA	6	1,050.00	6,300.00		-		-
20.	Three Way Fire Hydrant w/Appurtenances (Incl. Tee, 90 Bend, Pipe, Valve, Hydrant, Etc.)	EA	8	3,000.00	24,000.00	1	3,000.00	1	3,000.00
21.	Blow Off w/Valve	EA	1	400.00	400.00		-		-
22.	Reconnect Existing Service (Incl. Saddle, Service Tubing, Corp. Stop, Fittings, Etc.) (Meter, Meter Box, and Yokes provided by owner)	EA	117	160.00	18,720.00		-		-
23.	Service Line Bore	LF	1,550	5.00	7,750.00		-		-
24.	Mobilization	LS	1	5,000.00	5,000.00	0.05	250.00	0.05	250.00
25.	Maintenance of Traffic	LS	1	2,500.00	2,500.00		-		-
26.	Grassing	LS	1	6,500.00	6,500.00		-		-
27.	Erosion Control (As Directed)	LS	1	5,000.00	5,000.00		-		-
TOTALS					\$ 254,700.00	\$ 19,445.00		\$ 19,445.00	

HATTIESBURG, MS -- WATER SYSTEM REHABILITATION IN THE COUNTRY CLUB AREA - CONTRACT B
STORED MATERIAL

ESTIMATE NO: 1

FROM: [REDACTED]

TO: July 29, 2012

NO.	ITEM	UNIT	COST	THIS PERIOD		TOTAL TO DATE	
				ADDED	REDUCED	QUANTITY	AMOUNT
7.	6" PVC Water Line	LF	\$ 4.10	2,380	915	1,465	\$ 6,006.50
8.	8" PVC Water Line	LF	\$ 7.07	4,000	0	4,000	28,280.00
9.	12" Steel Casing	LF	\$ 17.50	180	40	140	2,450.00
10.	16" Steel Casing	LF	\$ 21.00	120	0	120	2,520.00
12.	12" x 6" Tapping Sleeve	EA	\$ 480.00	2	0	2	960.00
	6" MJ x Flg Gate Valve	EA	\$ 420.00	2	0	2	840.00
13.	12" x 8" Tapping Sleeve	EA	\$ 550.00	1	0	1	550.00
	8" MJ x Flg Gate Valve	EA	\$ 650.00	1	0	1	650.00
18; 20.	6" MJ Gate Valve	EA	\$ 388.00	12	3	9	3,492.00
19.	8" MJ Gate Valve	EA	\$ 592.50	6	0	6	3,555.00
20.	Fire Hydrant	EA	\$ 1,300.00	9	1	8	10,400.00
				TOTAL			\$ 59,703.50



1914

INVOICE DATE
7/13/2012

INVOICE NUMBER
1020393-000-000

PAGE
1 OF 1

Original Invoice

Account No.
106109

SOLD TO:

GREENBRIAR DIGGING
1941 HWY 550 NW

BROOKHAVEN

MS 39601

SHIP TO: GREENBRIAR DIGGING
SEE BELOW

JOB: HATTIESBURG
HATTIESBURG CLUB
REHAB #1914

MS 00000

Customer Order No.				Terms of Sale				Ship Via		
1914				NET 30				JR TRANS 201 JOHNNIE		
Freight				Ship Date				Ship From		
PREPAID				7/11/2012				VULCAN PLASTICS		
Line No.	Ordered	Shipped	Back Ordered	Product No.	Description	Unit Price	Per	Sales Amount		
1	2400.0	2400.0	#7	290007	6 DR18 VUL PVC C-900 PC 235 CI OD 20 GSKT	410.00	CFT	9840.00		
2	2700.0	2700.0	#8	290008	8 DR18 VUL PVC C-900 PC 235 CI OD 20 GSKT	707.00	CFT	19089.00		
3	2	2		211502	GAL PVC LUB D0421205 DELIVERY: 8:00AM 07/13/2012 DIRECTIONS: I-59 TO HWY 49 TURN NORTH PULL OVER @ OLD STORE AND THEY WILL TAKE YOU TO JOBSITE***IF ANY PROBLEMS WITH DELIVERY PLEASE CALL LARRY 601-835-5808***** FREIGHT STATE SALES TAX - MISSISSIPPI	.00	EA	.00 		



Consolidated Pipe & Supply Co., Inc.

5285 GREEN WAY DRIVE
JACKSON MS 39204

INVOICE DATE
7/12/2012

1914

INVOICE NUMBER 0423028-000-000
PAGE 3 OF 3

Original Invoice

Account No.
043735

SOLD TO:

SHIP TO:

GREENBRIAR DIGGING
JOBSITE
CALL LARRY

GREENBRIAR DIGGING
1941 HWY 550 NW

HATTIESBURG

MS 00000

BROOKHAVEN

MS 39601

JOB:

HATTIESBURG CLUB
REHAB #1914

Customer Order No. 1914				Terms of Sale NET 30			Ship Via OUR TRUCK 5151	
Freight PREPAID				Ship Date 7/12/2012			Ship From CPS-JACKSON	
Line No.	Order#	Shipped	Back Ordered	Product No.	Description	Unit Price	Per	Sales Amount
32	2	2		211513	6 150 FF RBR BN&G SET 1/8	.00	EA	.00
33	1	1		211512	8 150 FF RBR BN&G SET 1/8	.00	EA	.00
34	45	45		240427	6 STAR PVC4006 MEGALUG C-900/IPS	24.00	EA	1080.00
35	74	74		220140	6 STD 06 MJ ACC SET L/GLD	11.00	EA	814.00
36	74	74		240454	8 STAR PVC4008 MEGALUG C-900/IPS	33.00	EA	2442.00
37	76	76		286745	8 CDI 06 REG MJ ACC SET L/GLD	12.00	EA	912.00
38	7500.0	7500.0		234535	#12 COPPERHD BLUE TRACER WIRE 500'	12.00	CFT	900.00
39	1300.0	1300.0	#8	290008	8 DR18 VUL PVC C-900 PC 235 CI OD 20 GSKT	707.00	CFT	9191.00
40	2	2		210875	GAL LUBRICANT F/GSKT PVC PIPE	.00	EA	.00
41	6	6		602902	LUBE	.00	EA	.00
STATE SALES TAX - MISSISSIPPI								3,939.12
INVOICE								60,212.32

SERVICE CHARGES BASED ON LEGAL RATE, OR 1.5% PER MONTH ARE ASSESSED ON OVERDUE AMOUNTS.
S-04-0713/04

REMIT TO: DEPT. 3147 P.O. BOX 2153 BIRMINGHAM, AL. 35287-3147

TERMS AND CONDITIONS ARE LISTED ON REVERSE SIDE



Consolidated Pipe & Supply Co., Inc.

5285 GREEN WAY DRIVE
JACKSON MS 39204

INVOICE DATE
7/12/2012

1914

INVOICE NUMBER

0423028-000-000

PAGE

1 of 3

Original Invoice

Account No.
043735

SOLO TO:

GREENBRIAR DIGGING
1941 HWY 550 NW

BROOKHAVEN

MS 39601

SHIP TO:

GREENBRIAR DIGGING
JOBSITE
CALL LARRY

HATTIESBURG

MS 00000

JOB:

HATTIESBURG CLUB
REHAB #1914

Customer Order No.				Terms of Sale				Ship Via		
1914				NET 30				OUR TRUCK 5151		
Freight				Ship Date				Ship From		
PREPAID				7/12/2012				CPS-JACKSON		
Line No.	Ordered	Shipped	Back Ordered	Product No.	Description	Unit Price	Per	Sales Amount		
1	9	9	#20	201180	A423 MUL/HYD 5-1/4 VO 3 BY 6MJS NST OL RED	1300.00	EA	11700.00		
2	9	9		237195	8X6 CDI 06 MJ HYD TEE L/ACC	120.00	EA	1080.00		
3	2	2		237194	6X6 CDI 06 MJ HYD TEE L/ACC	95.00	EA	190.00		
4	12	12	#18, #20	200468	6 MUL A2360-23 MJ GV OL NT L/ACC	388.00	EA	4656.00		
5	9	9		209375	6X13 CDI 06 MJ SWVL ADPT	75.00	EA	675.00		
6	21	21		209682	562-S VAL BX	40.00	EA	840.00		
7	184.0	184.0	#9	619603	12-3/4 OD .250 BARE A-252 GR 3 / A-500 GR C R1 PE	1750.00	CFT	3220.00		
8	122.0	122.0	#10	621541	16 OD .250 BARE A-252 GR 3 / A-500 GR C R1 PE	2100.00	CFT	2562.00		
9	2	2	#12	231690	12X6 SB 662-13200600-000 SS TS	480.00	EA	960.00		
10	2	2	#12	200478	6 MUL A2360-19 MJXFLG GV OL NT L/AC	420.00	EA	840.00		
11	1	1	#13	231691	12X8 SB 662-13200800-000 SS TS	550.00	EA	550.00		
12	1	1	#13	200479	8 MUL A2360-19 MJXFLG GV OL NT L/AC	650.00	EA	650.00		
13	6	6	#19	200471	8 MUL A2360-23 MJ GV OL NT L/ACC	592.50	EA	3555.00		
14	1	1		236644	8X6 CDI 06 MJ RED L/ACC	48.00	EA	48.00		
Invoice Amount										

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
PURCHASE ORDER
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

Page - 1
Date - 08/10/12

POINT OF CONTACT:

PO No. - 126468
Req No. - 136931

VENDOR MAILING:
ALABAMA GREAT SOUTHERN RAILROAD CO
ATTN JERRY CAUSEY NORFOLK SOUTHERN CORP
1 GEORGIA CTR STE 1702
600 W PEACHTREE ST NW
ATLANTA GA 30308-3603

WAITS, SHARON (601) 5454640
MINUTE BOOK # 2011-4/551-570
STATE CONTRACT# Sewer/Water Bond
VENDOR # 00058087

SHIP TO :
CITY OF HATTIESBURG
ENGINEERING/PUBLIC SERVICES
212 WEST FRONT STREET-CENTENNIAL BLDG
HATTIESBURG MS 39401

PROCESSING CODE: RIP

PROJECT LINE: COMSWIP - VETERANS BLVD WATER CONNECTOR

SEND METHOD 0 ()

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
094695.7245.08	RAILROAD PERMIT Project: Comswip - Veterans Blvd Water Connector Fee for railroad permit Norfolk Southern Activity No. 1167981	1.00	EA	19,100.0000	19,100.00

TOTAL CONTRACT AMOUNT NOT TO EXCEED

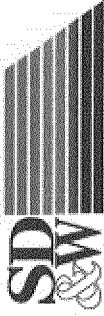
19,100.00

SUBMIT SEPARATE INVOICES FOR
EACH ORDER. PREPAY SHIPPING
CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR
ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR
ADDRESS ABOVE, CONTACT ACCOUNTING
(601) 545-4686.

EDDIE R. MYERS
CITY CLERK



SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS

P.O. BOX 1711, 301 SECOND AVENUE
HATTIESBURG, MISSISSIPPI 39403-1711
P: (601) 544-1821 F: (601) 544-0501
HTTP://WWW.SD-W.COM

RAYMOND M. DEARMAN, PE., R.L.S.
MICHAEL T. WAITS, PE., R.L.S.
NICHOLAS M. CONNOLLY, PE., P.L.S.
KYLE D. WALLACE, PE.
SHEA E. McNEASE, PE.
JOHN T. WEEKS, PE.
BENNIE J. SELLERS, PE., R.L.S.
MARCELIN JOSEPH, E.I.
PAUL J. SHOWS (1996)

July 31, 2012

City of Hattiesburg
P. O. Box 1898
Hattiesburg, MS 39403-1898

Attn: Bert Kuyrkendall

RE: Veterans Blvd Water Connector
City of Hattiesburg

Dear Bert:

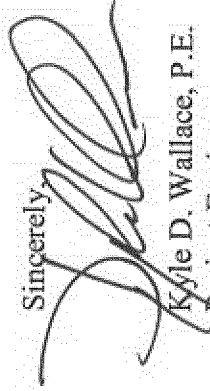
Enclosed please find the originals for the Norfolk Southern Railroad located adjacent to Interstate 59 between Veterans Blvd and Richburg Road.

Please have the Mayor execute where noted and secure a check in an amount of \$19,100.00 payable to the Alabama Great Southern Railroad Company.

Return all to our office for further processing

Should you have any questions or comments, please do not hesitate to contact me at your convenience.

Sincerely,



Kyle D. Wallace, P.E.
Project Engineer

/kw

enclosures

APPROVED FOR PAYMENT

DATE

8/8/12

SIGNATURE



094695.7245.08

MB 2011-4/551-570

ENTERED

0R136931
PO 126468



AECOM 215 735 0832 tel
1700 Market Street 215 735 0883 fax
Suite 1600
Philadelphia, PA 19103
www.aecom.com

July 27, 2012

Shea McNease, P.E.
Vice-President
Shows, Dearman & Waits, Inc.
301 Second Avenue
Hattiesburg, MS 39402

Subject: Hattiesburg, Forrest County, Mississippi
Milepost NO-90.69, Meridian-New Orleans Line, Alabama Division

Norfolk Southern Activity No. 1167981
Proposed installation of a 16-inch PVC water pipe in a 24-inch steel pipe

Dear Mr. McNease:

AECOM, as consultant for Norfolk Southern Railway Company, has reviewed the pipeline occupancy permit application for Hattiesburg regarding the proposed installation of a water pipe at the subject location.

Enclosed are two original counterparts of the License Agreement for execution on behalf of City of Hattiesburg. Please return to **this AECOM office** the following:

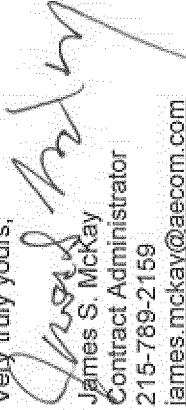
- Two original agreement counterparts signed and witnessed – do not date this document as the license will not be in effect until final execution by Railway. Railway will date the agreement and will return a fully executed original for your records.
- A check in the amount of \$19,100 (payable to **The Alabama Great Southern Railroad Company**) to cover the insurance fee (\$1,000) and the one-time license fee (\$18,100).
- The Certificate of Commercial General Liability Insurance as required in Paragraph 11, a, ii. – attached is a sample CGL certificate; in order to avoid delay to your project, please ensure the certificate is completed exactly as indicated on the sample, including:

- Description of operations must state “The Alabama Great Southern Railroad Company is included as additional insured – Activity Number 1167981”
- Certificate Holder in the name of
The Alabama Great Southern Railroad Company
- Director Risk Management
Three Commercial Place
Norfolk, VA 23510

After receipt of all of the above items in this office, you should anticipate approximately two weeks for receipt of authorization to proceed with construction. Please do not schedule your construction until you are receipt of a fully executed agreement. No work on railroad right of way is authorized until you are in receipt of a fully executed agreement and instructions are obtained from Railway's designated construction representative. The contact information for Railway's construction representative(s) will be provided upon return of the fully executed counterpart.

The terms and conditions of this License Agreement shall be valid for 60 calendar days after the date of this letter. If you are unable to execute the License Agreement within this 60 calendar day time frame, please advise this office in writing of your intent. This activity will be automatically cancelled in 60 calendar days if the agreement is not executed, or we do not receive your request for a time extension. Reactivation of cancelled activities may require a new application along with appropriate application fees, and license agreements will be re-drafted in accordance with then current Norfolk Southern terms and conditions.

Very truly yours,


James S. McKay
Contract Administrator
215-789-2159
james.mckay@aecom.com

Sample CGL Certificate

Licensee/Lessee/Industry identified in the agreement must be the named insured. Norfolk Southern also requires the prime contractors CGL certificate

The amount in this "Each Occurrence" box must be at least \$1,000,000.00 or the amount in this box combined with the "Each Occurrence" coverage of any Excess Liability must be at least \$1,000,000.00

This box should contain the Name of the Railroad included as an additional insured. This certificate applies to all contracts/agreements between the named insured and Railway. Add Railway activity #

Name of Railway must be the exact name of Railway on Agreement: Example, Central of Georgia Railroad Company, Florida Railway Company ect.

ACORD		CERTIFICATE OF INSURANCE		ISSUE DATE
PRODUCER		This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverages afforded by the policies below. COMPANIES AFFORDING COVERAGE Company Company Company Company		
INSURED				
This is to certify that the policies of insurance described herein have been issued to the insured named herein for the policy period indicated. Notwithstanding any requirement, term or condition of contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, conditions and exclusions of such policies. Limits shown may have been reduced by paid claims.				
CO LT	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE EXPIRATION	LIMITS OF LIABILITY
A	GENERAL LIABILITY ☐ Covered of General Liability ☐ Other Products ☐ Other Services ☐ Contract and Completion/Protection ☐			EACH OCCURRENCE FIRE DAMAGE MEDICAL EXPENSE BODILY AND ADULTERATED INJURY GENERAL AGGREGATE PRODUCTS AND COMPLETION AGG.
A	AUTOMOBILE LIABILITY ☐ Any Automobile ☐ All Owned Automobiles ☐ Rented/Leased Automobiles ☐ Third Party Automobiles ☐ Non-owned Automobiles ☐			COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) COMPREHENSIVE COLLISION
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY			W/L Statutory Limits Other EL BACK ACCIDENT EL DISEASE (Each employee) EL DISEASE (Policy Limit)
B	EXCESS LIABILITY ☐ Excesses ☐ Other Lines			EACH OCCURRENCE AGGREGATE
CERTIFICATE HOLDER		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILING TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. Authorized Representative		

Use this address

THIS AGREEMENT, dated as of the ____ day of ____, 20__ is made and entered into by and between

THE ALABAMA GREAT SOUTHERN RAILROAD COMPANY, a Alabama corporation, whose mailing address is Three Commercial Place, Norfolk, Virginia, 23510 (hereinafter called "Railway"); and

CITY OF HATTIESBURG, MISSISSIPPI, a political subdivision of the State of Mississippi, whose mailing address is P.O. Box 1898, Hattiesburg, Alabama 39401-1898 (hereinafter called "Licensee").

WITNESSETH

WHEREAS, Licensee proposes to install, maintain, operate and remove a 16-inch PVC water pipe in a 24-inch steel pipe (hereinafter called the "Facilities") located in, under and across the right-of-way or property and any tracks of Railway, at Milepost NO-90.69, Meridian-New Orleans Line, at or near **Hattiesburg, Forrest County, Mississippi**, the same to be located in accordance with and limited to the installation shown on print of drawings marked Exhibit A and B, dated June 18, 2012, and Pipe Data Sheet attached hereto and made a part hereof; and

WHEREAS, Licensee desires a license to use such right-of-way or property of Railway for the installation, construction, maintenance, operation and removal of the Facilities.

NOW, THEREFORE, for and in consideration of the premises, the payment of a non-refundable, non-assignable one-time fee in the amount of NINETEEN THOUSAND ONE HUNDRED AND 00/100 DOLLARS (\$19,100.00) (hereinafter called the "Fee") to cover the Risk Financing Fee (as hereinafter defined) in the amount of \$1,000, and a one-time occupancy fee in the amount of \$18,100, and the covenants hereinafter set forth, Railway hereby permits and grants to Licensee, insofar as Railway has the right to do so, without warranty and subject to all encumbrances, covenants and easements to which Railway's title may be subject, the right to use and occupy so much of Railway's right-of-way or property as may be necessary for the installation, construction, maintenance, operation and removal of the Facilities (said right-of-way or property of Railway being hereinafter collectively called the "Premises"), upon the following terms and conditions:

1. Use and Condition of the Premises. The Premises shall be used by Licensee only for the installation, construction, maintenance, operation and removal of the Facilities and for no other purpose without the prior written consent of Railway, which consent may be withheld by Railway in its sole discretion. Licensee accepts the Premises in their current "as is" condition, as suited for the installation and operation of the Facilities, and without the benefit of any improvements to be constructed by Railway.
2. Installation of the Facilities; Railway Support. Licensee shall, at its expense, install, construct, maintain and operate the Facilities on a lien-free basis and in such a manner as will not interfere with the operations of Railway, or endanger persons or property of Railway. Such installation, construction, maintenance and operation of the Facilities shall be in accordance

with (a) the plans and specifications (if any) shown on the prints attached hereto and any other specifications prescribed by Railway, (b) applicable laws, regulations, ordinances and other requirements of federal, state and local governmental authorities, and (c) applicable specifications adopted by the American Railway Engineering and Maintenance-of-Way Association, when not in conflict with the applicable plans, specifications, laws, regulations, ordinances or requirements mentioned in (a) and (b), above. All underground pipes must have secondary pipe containment if the material flowing through the pipeline poses a safety or environmental hazard. Any change to the character, capacity or use of the Facilities shall require execution of a new agreement.

3. Railway Support. Railway shall, at Railway's option, furnish, at the sole expense of Licensee, labor and materials necessary, in Railway's sole judgment, to support its tracks and to protect its traffic (including, without limitation, flagging) during the installation, maintenance, repair, renewal or removal of the Facilities.

4. Electronic Interference. Licensee will provide Railway with no less than sixty (60) days advance written notice prior to the installation and operation of cathodic protection in order that tests may be conducted on Railway's signal, communications and other electronic systems (hereinafter collectively called the "Electronic Systems") for possible interference. If the Facilities cause degradation of the Electronic Systems, Licensee, at its expense, will either relocate the cathodic protection or modify the Facilities to the satisfaction of Railway so as to eliminate such degradation. Such modifications may include, without limiting the generality of the foregoing, providing additional shielding, reactance or other corrective measures deemed necessary by Railway. The provisions of this paragraph 4 shall apply to the Electronic Systems existing as of the date of this Agreement and to any Electronic Systems that Railway may install in the future.

5. Corrective Measures. If Licensee fails to take any corrective measures requested by Railway in a timely manner, or if an emergency situation is presented which, in Railway's judgment, requires immediate repairs to the Facilities, Railway, at Licensee's expense, may undertake such corrective measures or repairs as it deems necessary or desirable.

6. Railway Changes. If Railway shall make any changes, alterations or additions to the line, grade, tracks, structures, roadbed, installations, right-of-way or works of Railway, or to the character, height or alignment of the Electronic Systems, at or near the Facilities, Licensee shall, upon thirty (30) days prior written notice from Railway and at its sole expense, make such changes in the location and character of the Facilities as, in the opinion of the chief engineering officer of Railway, shall be necessary or appropriate to accommodate any construction, improvements, alterations, changes or additions of Railway.

7. Assumption of Risk. Unless caused solely by the negligence of Railway or caused solely by the willful misconduct of Railway, Licensee hereby assumes all risk of damage to the Facilities and Licensee's other property relating to its use and occupation of the Premises or business carried on the Premises and any defects to the Premises; and Licensee hereby indemnifies Railway, its officers, directors, agents and employees from and against any liability for such damage.

8. Entry Upon Premises. Prior to commencement of any work to be performed on or about the Premises, Licensee shall notify the appropriate Division Engineer for the scheduling of protection and inspection. Within seventy-two (72) hours after the Division Engineer's actual receipt of such notification, the Division Engineer shall review the necessity and availability of flagmen for the proposed work and advise Licensee of such matters and the estimated cost therefor. No work shall be permitted on or about the Premises without the presence of Railway's flagman or the Division Engineer's waiver of the requirement for flag protection. Entry on or about the Premises or any other Railway right-of-way without the Division Engineer's prior approval shall be deemed trespassing. Licensee agrees to pay Railway, within thirty (30) days after delivery of an invoice therefor, for any protection and inspection costs incurred by Railway, in Railway's sole judgment, during any such entry.

9. Liens: Taxes. Licensee will not permit any mechanic's liens or other liens to be placed upon the Premises, and nothing in this Agreement shall be construed as constituting the consent or request of Railway, express or implied, to any person for the performance of any labor or the furnishing of any materials to the Premises, nor as giving Licensee any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that could give rise to any mechanic's liens or other liens against the Premises. In addition, Licensee shall be liable for all taxes levied or assessed against the Facilities and any other equipment or other property placed by Licensee within the Premises. In the event that any such lien shall attach to the Premises or Licensee shall fail to pay such taxes, then, in addition to any other right or remedy available to Railway, Railway may, but shall not be obligated to, discharge the same. Any amount paid by Railway for any of the aforesaid purposes, together with related court costs, attorneys' fees, fines and penalties, shall be paid by Licensee to Railway within ten (10) days after Railway's demand therefor.

10. Indemnification. Licensee hereby agrees to indemnify and save harmless Railway, its officers, directors, agents and employees, from and against any and all liabilities, claims, losses, damages, expenses (including attorneys' fees) or costs for personal injuries (including death) and property damage to whomsoever or whatsoever occurring (hereinafter collectively called "Losses") that arise in any manner from (a) the installation, construction, maintenance, operation, presence or removal of, or the failure to properly install, construct, maintain, operate or remove, the Facilities, or (b) any act, omission or neglect of Licensee, its agents, servants, employees or contractors in connection therewith, unless caused solely by the negligence of Railway or caused solely by the willful misconduct of Railway.

11. Insurance.

(a) Without limiting in any manner the liability and obligations assumed by Licensee under any other provision of this Agreement, and as additional protection to Railway, Licensee shall, at its expense, pay the Risk Financing Fee set forth in subparagraph (i) below and shall procure and maintain with insurance companies satisfactory to Railway, the insurance policies described in subparagraphs (ii) and (iii).

(i) Upon execution of this Agreement, Licensee shall pay Railway a Risk Financing Fee of \$1,000.00 to provide for such supplemental insurance (which may be self-insurance) as Railway, in its sole discretion, deems to be necessary or appropriate.

(ii) Prior to commencement of installation or maintenance of the Facilities or entry on Railway's property, Licensee, and its contractor if it employs one, shall procure and maintain for the course of said installation and maintenance, a general liability insurance policy naming Railway as an additional insured, and containing products and completed operations and contractual liability coverage, with a combined single limit of not less than \$1,000,000 for each occurrence.

(iii) Prior to commencement of any subsequent maintenance of the Facility during the term of this Agreement, Licensee, or its contractor if it employs one, shall furnish Railway with an original Railroad Protective Liability Insurance Policy naming Railway as the named insured and having a limit of not less than a combined single limit of \$2,000,000 each occurrence and \$6,000,000 aggregate.

(b) All insurance required under preceding subsection (a) shall be underwritten by insurers and be of such form and content as may be acceptable to Railway. Prior to commencement of installation or maintenance of the Facilities or any entry on Railway's property, Licensee, or its contractor if it employs one, shall: furnish to Railway's Risk Manager, Three Commercial Place, Norfolk, Virginia 23510-2191 (or such other representative and/or address as subsequently given by Railway to Licensee in writing), for approval, the original policy described in subsection (a)(iii) and a certificate of insurance evidencing the existence of a policy with the coverage described in subsection (a)(ii).

12. Environmental Matters. Licensee assumes all responsibility for any environmental obligations imposed under applicable laws, regulations, ordinances or other requirements of federal, state and local governmental authorities relating to (a) the installation, construction, maintenance, operation or removal of the Facilities, including notification and reporting of any releases, and (b) any contamination of any property, water, air or groundwater arising or resulting, in whole or in part, from Licensee's operation or use of the Premises pursuant to this Agreement. In addition, Licensee shall obtain any necessary permits to install, construct, maintain, operate or remove the Facilities. Licensee agrees to indemnify and hold harmless Railway from and against any and all fines, penalties, demands or other Losses (including attorneys' fees) incurred by Railway or claimed by any person, company or governmental entity relating to (a) any contamination of any property, water, air or groundwater due to the use or presence of the Facilities on the Premises, (b) Licensee's violation of any laws, regulations or other requirements of federal, state or local governmental authorities in connection with the use or presence of the Facilities on the Premises or (c) any violation of Licensee's obligations imposed under this paragraph. Without limitation, this indemnity provision shall extend to any cleanup and investigative costs relating to any contamination of the Premises arising or resulting from, in whole or in part, Licensee's use of the Facilities or any other

activities by or on behalf of Licensee occurring on or about the Premises. Licensee further agrees not to dispose of any trash, debris or wastes, including hazardous waste, on the Premises and will not conduct any activities on the Premises which would require a hazardous waste treatment, storage or disposal permit.

13. Assignments and Other Transfers.

(a) Licensee shall not assign, transfer, sell, mortgage, encumber, sublease or otherwise convey (whether voluntarily, involuntarily or by operation of law) this Agreement or any interest therein, nor license, mortgage, encumber or otherwise grant to any other person or entity (whether voluntarily, involuntarily or by operation of law) any right or privilege in or to the Premises (or any interest therein), in whole or in part, without the prior written consent of Railway, which consent may be withheld by Railway in its sole discretion. Any such assignment or other transfer made without Railway's prior written consent shall be null and void and, at Railway's option, shall constitute an immediate default of this Agreement. Notwithstanding the foregoing, upon prior written notice to Railway, Licensee may assign this Agreement to a parent, a wholly-owned subsidiary of Licensee or a wholly-owned subsidiary of Licensee's parent without Railway's consent; provided, however, that no such assignment shall relieve Licensee of its obligations under this Agreement.

(b) Railway shall have the right to transfer and assign, in whole or in part, all its rights and obligations hereunder and in or to the Premises. From and after the effective date of any such assignment or transfer, Railway shall be released from any further obligations hereunder; and Licensee shall look solely to such successor-in-interest of Railway for the performance of the obligations of "Railway" hereunder.

14. Meaning of "Railway". The word "Railway" as used herein shall include any other company whose property at the aforesaid location may be leased or operated by Railway. Said term also shall include Railway's officers, directors, agents and employees, and any parent company, subsidiary or affiliate of Railway and their respective officers, directors, agents and employees.

15. Default; Remedies.

(a) The following events shall be deemed to be events of default by Licensee under this Agreement:

(i) Licensee shall fail to pay the Fee or any other sum of money due hereunder and such failure shall continue for a period of ten (10) days after the due date thereof;

(ii) Licensee shall fail to comply with any provision of this Agreement not requiring the payment of money, all of which terms, provisions and covenants shall be deemed material, and such failure shall continue for a period of thirty (30) days after written notice of such default is delivered to Licensee;

(iii) Licensee shall become insolvent or unable to pay its debts as they become due, or Licensee notifies Railway that it anticipates either condition;

(iv) Licensee takes any action to, or notifies Railway that Licensee intends to file a petition under any section or chapter of the United States Bankruptcy Code, as amended from time to time, or under any similar law or statute of the United States or any State thereof; or a petition shall be filed against Licensee under any such statute; or

(v) a receiver or trustee shall be appointed for Licensee's license interest hereunder or for all or a substantial part of the assets of Licensee, and such receiver or trustee is not dismissed within sixty (60) days of the appointment.

(b) Upon the occurrence of any event or events of default by Licensee, whether enumerated in this paragraph 15 or not, Railway shall have the option to pursue any remedies available to it at law or in equity without any additional notices to Licensee. Railway's remedies shall include, but not be limited to, the following: (i) termination of this Agreement, in which event Licensee shall immediately surrender the Premises to Railway; (ii) entry into or upon the Premises to do whatever Licensee is obligated to do under the terms of this License, in which event Licensee shall reimburse Railway on demand for any expenses which Railway may incur in effecting compliance with Licensee's obligations under this License, but without rendering Railway liable for any damages resulting to Licensee or the Facilities from such action; and (iii) pursuit of all other remedies available to Railway at law or in equity, including, without limitation, injunctive relief of all varieties.

16. Railway Termination Right. Notwithstanding anything to the contrary in this Agreement, Railway shall have the right to terminate this Agreement and the rights granted hereunder, after delivering to Licensee written notice of such termination no less than sixty (60) days prior to the effective date thereof, upon the occurrence of any one or more of the following events:

(a) If Licensee shall discontinue the use or operations of the Facilities; or

(b) If Railway shall be required by any governmental authority having jurisdiction over the Premises to remove, relocate, reconstruct or discontinue operation of its railroad on or about the Premises; or

(c) If Railway, in the good faith judgment of its Superintendent, shall require a change in the location or elevation of its railroad on or about the location of the Facilities or the Premises that might effectively prohibit the use or operation of the Facilities; or

(d) If Railway, in the good faith judgment of its Superintendent, determines that the maintenance or use of the Facilities unduly interferes with the operation and maintenance of the facilities of Railway, or with the present or future use of such

property by Railway, its lessees, affiliates, successors or assigns, for their respective purposes.

17. Condemnation. If the Premises or any portion thereof shall be taken or condemned in whole or in part for public purposes, or sold in lieu of condemnation, then this Agreement and the rights granted to Licensee hereunder shall, at the sole option of Railway, forthwith cease and terminate. All compensation awarded for any taking (or sale proceeds in lieu thereof) shall be the property of Railway, and Licensee shall have no claim thereto, the same being hereby expressly waived by Licensee.

18. Removal of Facilities; Survival. The Facilities are and shall remain the personal property of Licensee. Upon the expiration or termination of this Agreement, Licensee shall remove the Facilities from the Premises within thirty (30) days after the effective date thereof. In performing such removal, unless otherwise directed by Railway, Licensee shall restore the Premises to the same condition as existed prior to the installation or placement of Facilities, reasonable wear and tear excepted. In the event Licensee shall fail to so remove the Facilities or restore the Premises, the Facilities shall be deemed to have been abandoned by Licensee, and the same shall become the property of Railway for Railway to use, remove, destroy or otherwise dispose of at its discretion and without responsibility for accounting to Licensee therefor; provided, however, in the event Railway elects to remove the Facilities, Railway, in addition to any other legal remedy it may have, shall have the right to recover from Licensee all costs incurred in connection with such removal and the restoration of the Premises. Notwithstanding anything to the contrary contained in this Agreement, the expiration or termination of this Agreement, whether by lapse of time or otherwise, shall not relieve Licensee from Licensee's obligations accruing prior to the expiration or termination date, and such obligations shall survive any such expiration or other termination of this Agreement.

19. Entire Agreement. This Agreement contains the entire agreement of Railway and Licensee and supersedes any prior understanding or agreement between Railway and Licensee respecting the subject matter hereof; and no representations, warranties, inducements, promises or agreements, oral or otherwise, between the parties not embodied in this Agreement shall be of any force or effect.

20. Attorneys' Fees. If Railway should bring any action under this Agreement, or consult or place the Agreement or any amount payable by Licensee hereunder, with an attorney concerning or for the enforcement of any of Railway's rights hereunder, then Licensee agrees in each and any such case to pay to Railway all costs, including but not limited to court costs and attorneys' fees, incurred in connection therewith.

21. Severability. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby; and it is also the intention of the parties to this Agreement that in lieu of each clause or provision of this Agreement that is illegal, invalid or unenforceable, there be added as a part of this Agreement a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

22. Modifications; Waiver; Successors and Assigns. This Agreement may not be altered, changed or amended, except by instrument in writing signed by both parties hereto. No provision of this Agreement shall be deemed to have been waived by Railway unless such waiver shall be in a writing signed by Railway and addressed to Licensee, nor shall any custom or practice that may evolve between the parties in the administration of the terms hereof be construed to waive or lessen the right of Railway to insist upon the performance by Licensee in strict accordance with the terms hereof. The terms and conditions contained in this Agreement shall apply to, inure to the benefit of, and be binding upon the parties hereto, and upon their respective successors in interest and legal representatives, except as otherwise herein expressly provided. If there shall be more than one Licensee, the obligations hereunder imposed upon Licensee shall be joint and several.

23. Notice. Any and all other notices, demands or requests by or from Railway to Licensee, or Licensee to Railway, shall be in writing and shall be sent by (a) postage paid, certified mail, return receipt requested, or (b) a reputable national overnight courier service with receipt therefor, or (c) personal delivery, and addressed in each case as follows:

If to Railway:
c/o Norfolk Southern Corporation
1200 Peachtree Street, NE - 12th Floor
Atlanta, Georgia 30309-3504
Attention: Director Real Estate

If to Licensee:
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39401-1898
Attention: City Engineer

Either party may, by notice in writing, direct that future notices or demands be sent to a different address. All notices hereunder shall be deemed given upon receipt (or, if rejected, upon rejection).

24. Miscellaneous. All exhibits, attachments, riders and addenda referred to in this License are incorporated into this Agreement and made a part hereof for all intents and purposes. Time is of the essence with regard to each provision of this Agreement. This Agreement shall be construed and interpreted in accordance with and governed by the laws of the State in which the Premises are located. Each covenant of Railway and Licensee under this Agreement is independent of each other covenant under this Agreement. No default in performance of any covenant by a party shall excuse the other party from the performance of any other covenant. The provisions of Paragraphs 7, 9, 10, 12 and 18 shall survive the expiration or earlier termination of this Agreement.

25. Limitations of Grant. Licensee acknowledges that the license granted hereunder is a quitclaim grant, made without covenants, representations or warranties with respect to Railway's (a) right to make the grant, (b) title in the Premises, or (c) right to use or make available to others the Premises for the purposes contemplated herein. Railway is the owner and/or holder of the Premises subject to the terms and limitations under which it is owned or held, including without limitation conditions, covenants, restrictions, easements (including any pre-existing fiber optic easements or licenses), encroachments, leases, licenses, permits, mortgages, indentures, reversionary interests, fee interests, zoning restrictions and other burdens and limitations, of record and not of record, and to rights of tenants and licensees in possession, and Licensee agrees that the rights licensed hereunder are subject and subordinate to each and all of the foregoing. Licensee accepts this grant knowing that others may claim that Railway has no right to make it, and Licensee agrees to release, hold harmless and indemnify (and, at Railway's election, defend, at Licensee's sole expense, with counsel approved by Railway) Railway, its affiliated companies, and its and their respective officers, directors, agents and employees, from and against any detriments to, or liabilities of, any type or nature arising from such claims, including punitive damages and any forfeitures declared or occurring as a result of this grant.

26. Limitations Upon Damages. Notwithstanding any other provision of this Agreement, Railway shall not be liable for breach of this Agreement or under this Agreement for any consequential, incidental, exemplary, punitive, special, business damages or lost profits, as well as any claims for death, personal injury, and property loss and damage which occurs by reason of, or arises out of, or is incidental to the interruption in or usage of the Facilities placed upon or about the Premises by Licensee, including without limitation any damages under such claims that might be considered consequential, incidental, exemplary, punitive, special, business damages or lost profits.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate, each part being an original, as of the date first above written.

Witness:

**THE ALABAMA GREAT SOUTHERN
RAILROAD COMPANY**

As to Railway

By: _____
Real Estate Manager

Witness:

**CITY OF HATTIESBURG,
MISSISSIPPI**

As to Licensee

By: _____
Title: _____

Activity Number 1167981
JSM: July 26, 2012
File No. 562674v2

4

RAILROAD PERMIT

Sheet No.: 2 of 3

Permit No.:

REVISIONS			
APPLICANT	RAILROAD		
DATE	BY	DATE	BY
05/19	KSP		



NOTES:

SCALE: 1" = 50'

1. RAILROAD REPRESENTATIVE AND FLAGMAN SHALL BE PRESENT DURING ALL CONSTRUCTION CROSSING THE RAILROAD

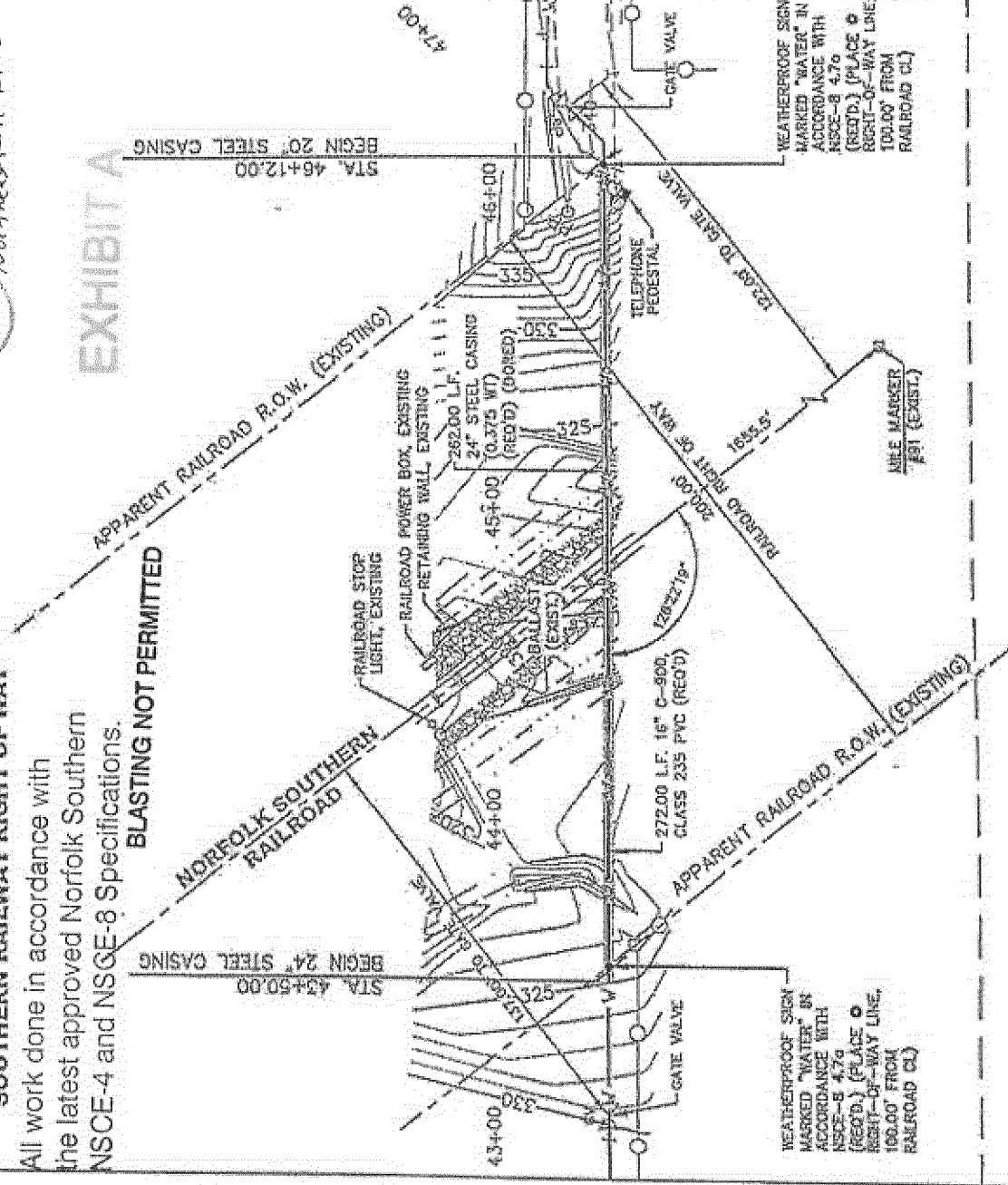
2. EXCAVATION SHALL NOT BE PERMITTED INSIDE NORFOLK SOUTHERN RAILWAY RIGHT OF WAY

All work done in accordance with the latest approved Norfolk Southern NSCE-4 and NSGE-8 Specifications.

BLASTING NOT PERMITTED

A-1 Rev. 6/10/12
2 Richburg MS
2 New Orleans and
Northeastern R.R. Co.

EXHIBIT A



RAILROAD BORE PERMIT MILE #90+3.624.5

RAILROAD PERMIT

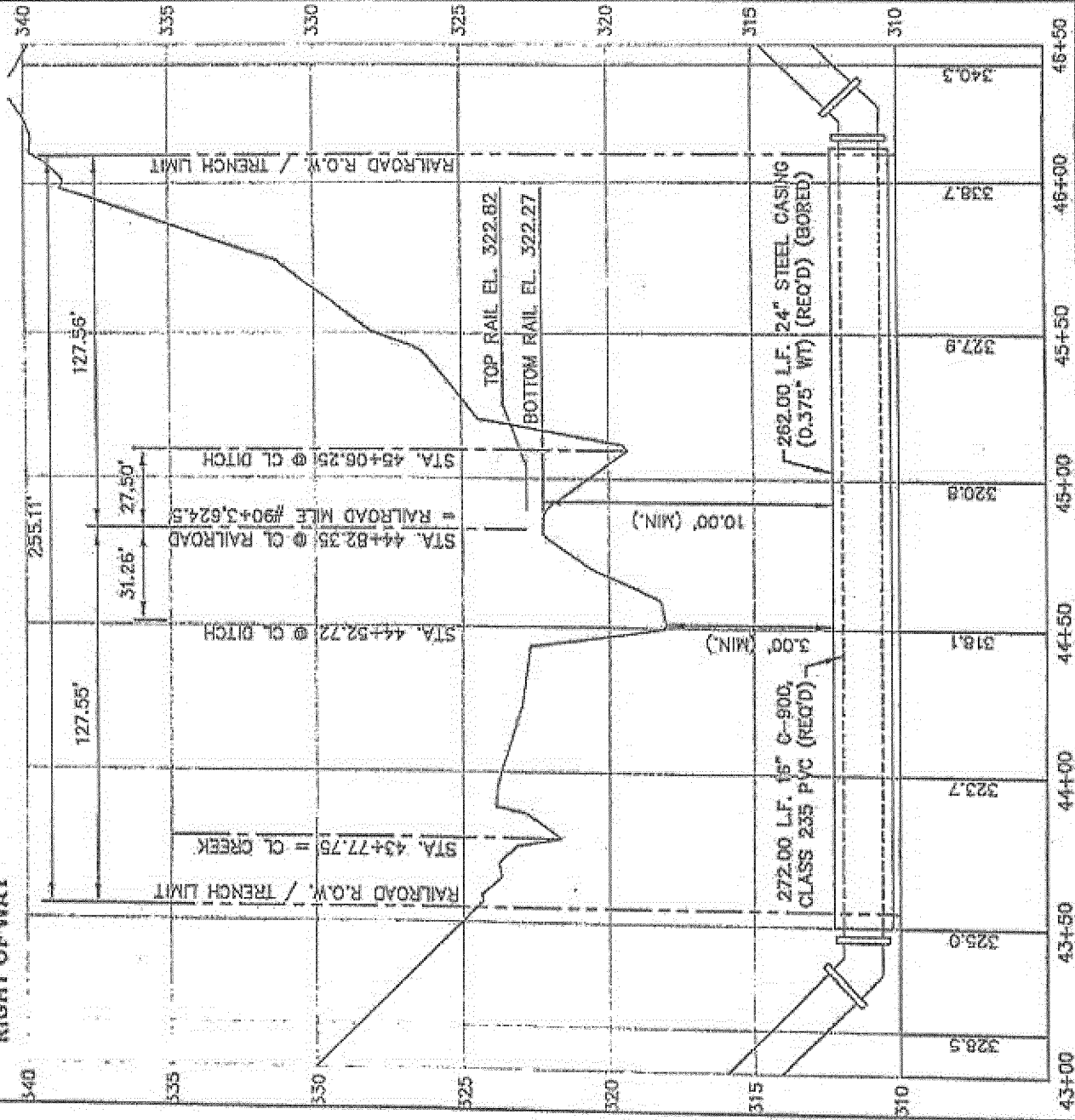
SCALE:
HORIZ.: 1" = 50'
VERT.: 1" = 5'

REVISIONS			
APPLICANT	RAILROAD		
DATE	BY	DATE	BY
05/19	KSP		

Sheet No.: 3 of 3
Permit No.: _____

NOTES:

1. RAILROAD REPRESENTATIVE AND FLAGMAN SHALL BE PRESENT DURING ALL CONSTRUCTION CROSSING THE RAILROAD
2. EXCAVATION SHALL NOT BE PERMITTED INSIDE NORFOLK SOUTHERN RAILWAY RIGHT OF WAY



RAILROAD BORE PERMIT @ MILE: #90+3.624.5

All work done in accordance with the latest approved Norfolk Southern NSCE-4 and NSCE-8 Specifications.
BLASTING NOT PERMITTED

2
2
A-1 Recv. 6/18/12
Richburg MS
New Orleans and Northeastern RR Co.

EXHIBIT B

2 A-1 Rev. 6/18/12
2

Revised 12-16-10

PIPE DATA SHEET

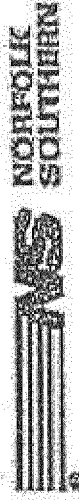
	CARRIER PIPE	CASING PIPE
CONTENTS TO BE HANDLED	Potable Water	16" Water Main
NORMAL OPERATING PRESSURE	50 psi	N/A
NOMINAL SIZE OF PIPE	16 in.	24 in.
OUTSIDE DIAMETER	16.00 in.	25.8 in.
INSIDE DIAMETER	14.214 in.	25.06 in.
WALL THICKNESS	0.843 in.	0.375 in.
WEIGHT PER FOOT	25.43 lb/ft	100.58 lb/ft
MATERIAL	PVC	Steel
PROCESS OF MANUFACTURE	Extruded	Hot Rolled
SPECIFICATION	AWWA C900-07	A-36
GRADE OR CLASS	DR-18(Class 235)	A-36
TEST PRESSURE	235 psi	N/A
TYPE OF JOINT	Slip-on	Welded
TYPE OF COATING	N/A	N/A
DETAILS OF CATHODIC PROTECTION	N/A	N/A
DETAILS OF SEALS OR PROTECTION AT END OF CASING	N/A	N/A
CHARACTER OF SUBSURFACE MATERIAL	Sandy Loam	Sandy Loam
APPROXIMATE GROUND WATER LEVEL	> 80 inches	> 80 inches
SOURCE OF INFORMATION ON SUBSURFACE CONDITIONS	USDA Soil Survey	USDA Soil Survey

Survey

Proposed Method of Installation:

- ☐ Bore and jack (per Section 5.1.3 of NSCE-8)
☐ Jacking (per Section 5.1.4 of NSCE-8)
☐ Tunneling (with Tunnel Liner Plate) (per Section 5.1.5 of NSCE-8)
☒ Directional Bore/Horizontal Direction Drilling - Method A (per Section 5.1.6 of NSCE-8)
☐ Directional Bore/Horizontal Direction Drilling - Method B (per Section 5.1.6 of NSCE-8)
☐ Open Cut (per Section 5.1.2 of NSCE-8). All installations directly under any track must be designed as a boxed installation. Open cut installations will be considered on a case-by-case basis by Norfolk Southern's Division Superintendent at the time of installation.
☐ Other (Specify): _____

AECOM



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 Requisition No. 6 from the Project Fund Construction Account in connection with the loan agreement between the Mississippi Development Bank and the City dated March 29, 2012. After discussion of the subject, Council Member Delgado offered and moved for the adoption of the following resolution:

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
HATTIESBURG, MISSISSIPPI (THE "CITY") AUTHORIZING
REQUISITION NO. 6 FROM THE PROJECT FUND CONSTRUCTION
ACCOUNT IN CONNECTION WITH THAT CERTAIN LOAN
AGREEMENT, DATED AS OF MARCH 29, 2012, BY AND BETWEEN THE
MISSISSIPPI DEVELOPMENT BANK AND THE CITY.**

Whereas, on March 29, 2012 the City entered into a loan with the Mississippi Development Bank in an amount not to exceed \$12,500,000 (the "Loan") pursuant to the terms and conditions of that certain loan agreement, dated as of March 29, 2012, by and between the Mississippi Development Bank and the City (the "Loan Agreement").

Whereas, the City Council of the City now finds it necessary to approve Requisition No. 6 from the Project Fund Construction Account under the Loan in the total aggregate amount of \$789,638.39 for the purpose of paying Water & Sewer Projects in connection with the loan 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 Requisition No. 6 from the Project Fund Construction Account under the Loan in the total aggregate amount of Seven hundred eighty-nine thousand six hundred thirty-eight and 39/100 dollars (789,639.39) for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

SECTION 2. The City Council hereby directs Hancock Bank, as Trustee to disburse funds of Requisition No. 6 in the total aggregate amount of Seven hundred eighty-nine thousand six hundred thirty-eight and 39/100 dollars (789,639.39) 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 Delgado, seconded by Council Member Naylor, and was adopted by the following roll call vote, to wit:

YEAS: Bradley
Delgado
Carroll
Ware
Naylor

NAYS: None

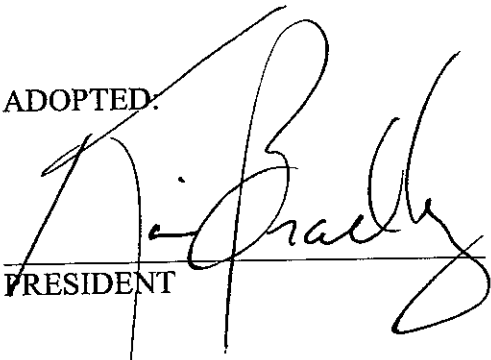
The President thereby declared the motion carried and the resolution adopted, this the 21st day of August, 2012.

(SEAL)

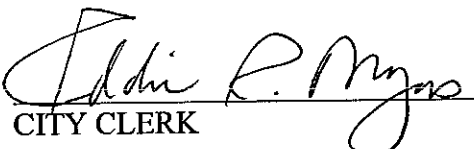
ATTEST:

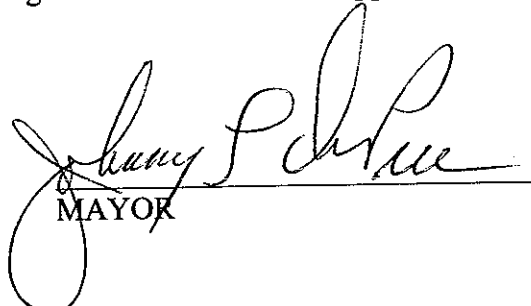

CLERK OF COUNCIL

ADOPTED:


PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 21st day of August, 2012.


CITY CLERK


MAYOR



City of Hattiesburg, MS

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

Master

File Number: 2012-1052

File ID: 2012-1052

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 08/15/2012

Brief Title: Purchase of property located at 401 Mobile Street

Final Action: 08/21/2012

Minute Book Number: MB 2012-1/289

Title:

Approve the purchase of a parcel of property located at 401 Mobile Street from Prisock Properties, Parcel Number 2-029G-03-582.00, PPIN 18883, in the amount of \$1,583.61, for use as a City park.

Notes:

Sponsors:

Enactment Date:

Attachments: 401 Mobile Street, executed 401 Mobile Street

Enactment Number:

Contact:

Meeting Date: 08/21/2012

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/21/2012	Approve				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Naylor to Approve the purchase of a parcel of property located at 401 Mobile Street from Prisock Properties, Parcel Number 2-029G-03-582.00, PPIN 18883, in the amount of \$1,583.61, for use as a City park.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Ware and Naylor							
Nays: 0							
Yea: 5 President Bradley Council Member Delgado Council Member Carroll Vice President Ware Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2012-1052

Title

Approve the purchase of a parcel of property located at 401 Mobile Street from Prisock Properties,

Parcel Number 2-029G-03-582.00, PPIN 18883, in the amount of \$1,583.61, for use as a City park.

Summary

Purchase of property located at 401 Mobile Street

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Prisock Properties

PO Box 7 / 9581 Hwy 45 North
Lauderdale, MS 39335
PHONE 601-679-7584 / FAX 601-679-7580
Email: sklinvestment@gmail.com

TO: Eddie Myers, City of Hattiesburg
RE: Robert Green
Parcel #: 2-029G-03-582.00

DATE: August 13, 2012
Tax Sale Company: PPI
PPIN#: 18883

Forrest County Taxes:

2008 tax	\$ 214.43
Interest (1.5% per month)	\$ 119.01
Deed and recording fees	\$ 150.00
Administrative Cost	\$ 16.56

2008 tax	\$ 214.43
Interest (1.5% per month)	\$ 119.01
2009 tax	\$ 421.56
2010 tax	\$ 362.33
2011 tax	\$ 216.28
Deed and recording fees	\$ 150.00
Administrative Cost	\$ 100.00

Total Amount Due: \$ 500.00

Total Amount Due: \$1,583.61

Seller has secured interest in said property by purchase of said interest at public auction conducted by the Tax Collector of Forrest County, Mississippi, on the last Monday in August 2009, and the failure of property owner(s)/ lien holder(s) to reclaim said property by payment of said taxes and interest within the prescribed two year period thereby resulting in the transfer of title of said property to Seller by Act of Law (Section 27-45-23, Mississippi Code 1972) and the confirmation of said transfer by issuance of the Tax Deed by the Forrest County Chancery Clerk. By Mississippi Law, title is officially transferred the date of maturity regardless of the issuance of a tax deed.

Upon receipt of payment, Seller will request the tax deed from the Chancery of said county. Upon the request, it normally takes 4-6 weeks for delivery. However, this is only an estimate and the deed may take longer to arrive. No refund will be allowed based on a delay receiving the deed.

Once tax deed is received from the County, Seller will issue a quitclaim deed releasing the interest in the 2008 Forrest County property tax and tax deed.

Upon payment, please note what name, address and phone number you wish to have on the deed.

Seller's Signature

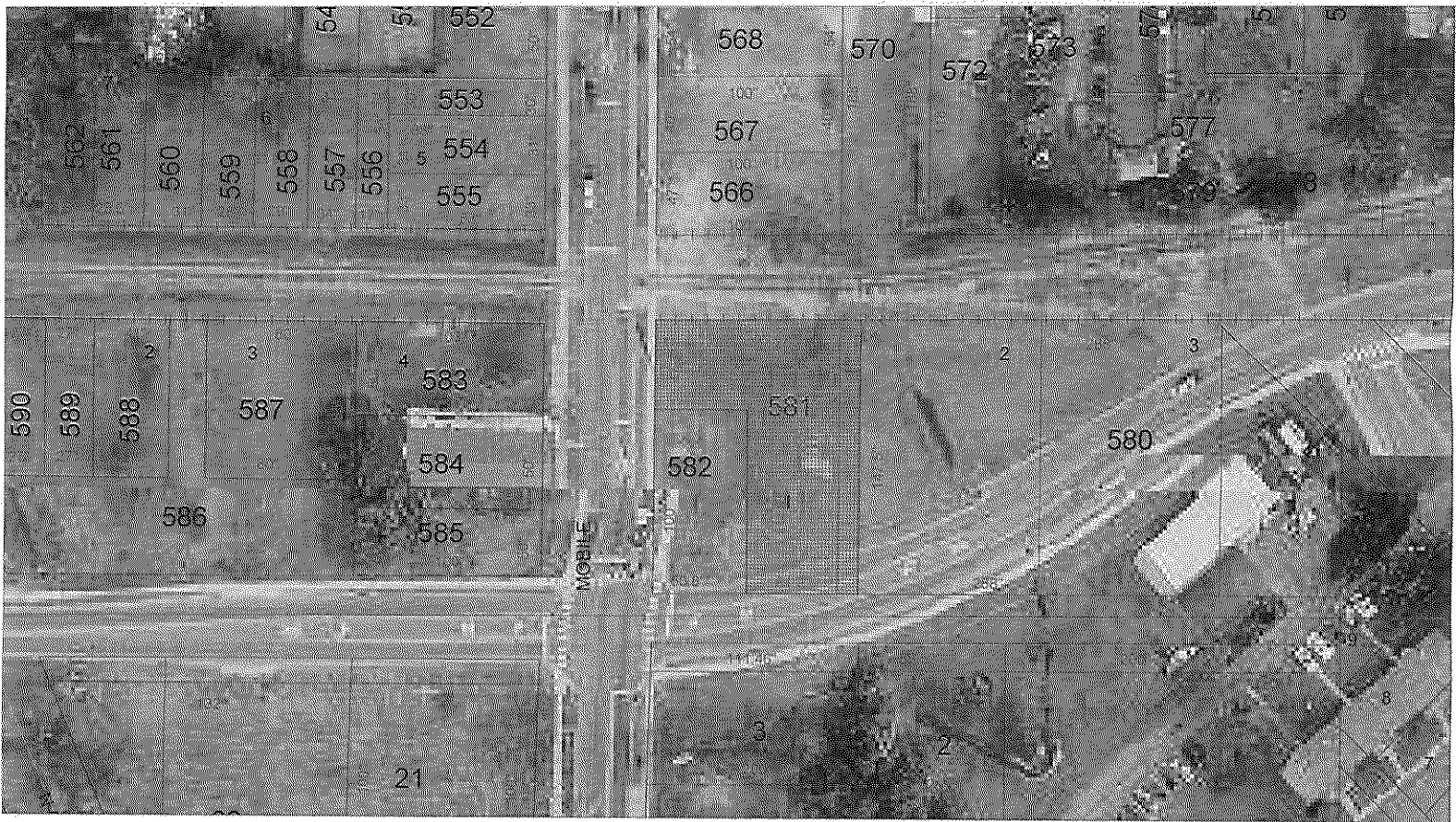
Purchaser's Signature

Date: _____

Date: _____

THIS OFFER IS VOID AFTER AUGUST 24, 2012
ATTORNEY TRUST CHECK OR CERTIFIED FUNDS ONLY

Forrest County, MS



Prisock Properties

PO Box 7 / 9581 Hwy 45 North
Lauderdale, MS 39335
PHONE 601-679-7584 / FAX 601-679-7580
Email: sklinvestment@gmail.com

TO: Eddie Myers, City of Hattiesburg
RE: Robert Green
Parcel #: 2-029G-03-582.00

DATE: August 13, 2012
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PPIN#: 18883

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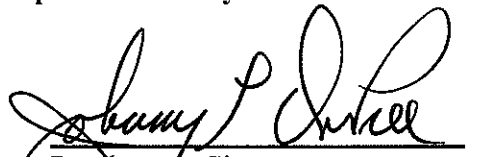
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Once tax deed is received from the County, Seller will issue a quitclaim deed releasing the interest in the 2008 Forrest County property tax and tax deed.

Upon payment, please note what name, address and phone number you wish to have on the deed.

Seller's Signature _____

Date: _____


Purchaser's Signature
Date: 8/21/2012

THIS OFFER IS VOID AFTER AUGUST 24, 2012
ATTORNEY TRUST CHECK OR CERTIFIED FUNDS ONLY



City of Hattiesburg, MS

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

Master

File Number: 2012-1052

File ID: 2012-1052	Type: Regular Agenda Item	Status: Agenda Ready
Version: 1	Reference:	In Control: City Council
Requester: Eddie Myers		File Created: 08/15/2012
Brief Title: Purchase of property located at 401 Mobile Street		Final Action:
		Minute Book Number:

Title:

Approve the purchase of a parcel of property located at 401 Mobile Street from Prisock Properties, Parcel Number 2-029G-03-582.00, PPIN 18883, in the amount of \$1,583.61, for use as a City park.

Notes:

Agenda Date: 08/21/2012

Agenda Number: VI.-7

Sponsors:

Enactment Date:

Attachments: 401 Mobile Street

Enactment Number:

Contact:

Meeting Date: 08/21/2012

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/21/2012					

Text of Legislative File 2012-1052

Prisock Properties

PO Box 7 / 9581 Hwy 45 North
Lauderdale, MS 39335
PHONE 601-679-7584 / FAX 601-679-7580
Email: sklinvestment@gmail.com

TO: Eddie Myers, City of Hattiesburg
RE: Robert Green
Parcel #: 2-029G-03-582.00

DATE: August 13, 2012
Tax Sale Company: PPI
PPIN#: 18883

Forrest County Taxes:

2008 tax	\$ 214.43
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Deed and recording fees	\$ 150.00
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Once tax deed is received from the County, Seller will issue a quitclaim deed releasing the interest in the 2008 Forrest County property tax and tax deed.

Upon payment, please note what name, address and phone number you wish to have on the deed.

Seller's Signature

Purchaser's Signature

Date: _____

Date: _____

THIS OFFER IS VOID AFTER AUGUST 24, 2012
ATTORNEY TRUST CHECK OR CERTIFIED FUNDS ONLY

Forrest County, MS





City of Hattiesburg, MS

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

Master

File Number: 2012-1043

File ID: 2012-1043

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 08/14/2012

Brief Title: Approve licensing agreement with railroad for Veterans Blvd Water Connector project, and authorize Mayor to sign duplicate copies.

Final Action: 08/21/2012

Minute Book Number: MB 2012-1/289

Title:

Approve agreement between the City of Hattiesburg and The Alabama Great Southern Railroad Company for the installation of water pipe in or under the right-of-way or property of the railroad as part of the COMSWIP - Veterans Boulevard Water Connector project; authorize Mayor to sign duplicate copies of said agreement.

Notes:

Sponsors:

Enactment Date:

Attachments: Railroad Agreement, executed Railroad Agreement

Enactment Number:

Contact:

Meeting Date: 08/21/2012

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/21/2012	Approve				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Naylor to Approve agreement between the City of Hattiesburg and The Alabama Great Southern Railroad Company for the installation of water pipe in or under the right-of-way or property of the railroad as part of the COMSWIP - Veterans Boulevard Water Connector project; authorize Mayor to sign duplicate copies of said agreement.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Ware and Naylor							
Nays: 0							
Yea: 5 President Bradley Council Member Delgado Council Member Carroll Vice President Ware Council Member Naylor							

Text of Legislative File 2012-1043

Title

Approve agreement between the City of Hattiesburg and The Alabama Great Southern Railroad Company for the installation of water pipe in or under the right-of-way or property of the railroad as part of the COMSWIP - Veterans Boulevard Water Connector project; authorize Mayor to sign duplicate copies of said agreement.

Summary

Approve agreement between the City of Hattiesburg and The Alabama Great Southern Railroad Company for the installation of water pipe in or under the right-of-way or property of the railroad as part of the COMSWIP - Veterans Boulevard Water Connector project; authorize Mayor to sign duplicate copies of said agreement.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

THIS AGREEMENT, dated as of the _____ day of _____, 20__ is made and entered into by and between

THE ALABAMA GREAT SOUTHERN RAILROAD COMPANY, a Alabama corporation, whose mailing address is Three Commercial Place, Norfolk, Virginia, 23510 (hereinafter called "Railway"); and

CITY OF HATTIESBURG, MISSISSIPPI, a political subdivision of the State of Mississippi, whose mailing address is P.O. Box 1898, Hattiesburg, Alabama 39401-1898 (hereinafter called "Licensee").

WITNESSETH

WHEREAS, Licensee proposes to install, maintain, operate and remove a 16-inch PVC water pipe in a 24-inch steel pipe (hereinafter called the "Facilities") located in, under and across the right-of-way or property and any tracks of Railway, at Milepost NO-90.69, Meridian-New Orleans Line, at or near **Hattiesburg, Forrest County, Mississippi**, the same to be located in accordance with and limited to the installation shown on print of drawings marked Exhibit A and B, dated June 18, 2012, and Pipe Data Sheet attached hereto and made a part hereof; and

WHEREAS, Licensee desires a license to use such right-of-way or property of Railway for the installation, construction, maintenance, operation and removal of the Facilities.

NOW, THEREFORE, for and in consideration of the premises, the payment of a non-refundable, non-assignable one-time fee in the amount of NINETEEN THOUSAND ONE HUNDRED AND 00/100 DOLLARS (\$19,100.00) (hereinafter called the "Fee") to cover the Risk Financing Fee (as hereinafter defined) in the amount of \$1,000, and a one-time occupancy fee in the amount of \$18,100, and the covenants hereinafter set forth, Railway hereby permits and grants to Licensee, insofar as Railway has the right to do so, without warranty and subject to all encumbrances, covenants and easements to which Railway's title may be subject, the right to use and occupy so much of Railway's right-of-way or property as may be necessary for the installation, construction, maintenance, operation and removal of the Facilities (said right-of-way or property of Railway being hereinafter collectively called the "Premises"), upon the following terms and conditions:

1. Use and Condition of the Premises. The Premises shall be used by Licensee only for the installation, construction, maintenance, operation and removal of the Facilities and for no other purpose without the prior written consent of Railway, which consent may be withheld by Railway in its sole discretion. Licensee accepts the Premises in their current "as is" condition, as suited for the installation and operation of the Facilities, and without the benefit of any improvements to be constructed by Railway.

2. Installation of the Facilities; Railway Support. Licensee shall, at its expense, install, construct, maintain and operate the Facilities on a lien-free basis and in such a manner as will not interfere with the operations of Railway, or endanger persons or property of Railway. Such installation, construction, maintenance and operation of the Facilities shall be in accordance

with (a) the plans and specifications (if any) shown on the prints attached hereto and any other specifications prescribed by Railway, (b) applicable laws, regulations, ordinances and other requirements of federal, state and local governmental authorities, and (c) applicable specifications adopted by the American Railway Engineering and Maintenance-of-Way Association, when not in conflict with the applicable plans, specifications, laws, regulations, ordinances or requirements mentioned in (a) and (b), above. All underground pipes must have secondary pipe containment if the material flowing through the pipeline poses a safety or environmental hazard. Any change to the character, capacity or use of the Facilities shall require execution of a new agreement.

3. Railway Support. Railway shall, at Railway's option, furnish, at the sole expense of Licensee, labor and materials necessary, in Railway's sole judgment, to support its tracks and to protect its traffic (including, without limitation, flagging) during the installation, maintenance, repair, renewal or removal of the Facilities.

4. Electronic Interference. Licensee will provide Railway with no less than sixty (60) days advance written notice prior to the installation and operation of cathodic protection in order that tests may be conducted on Railway's signal, communications and other electronic systems (hereinafter collectively called the "Electronic Systems") for possible interference. If the Facilities cause degradation of the Electronic Systems, Licensee, at its expense, will either relocate the cathodic protection or modify the Facilities to the satisfaction of Railway so as to eliminate such degradation. Such modifications may include, without limiting the generality of the foregoing, providing additional shielding, reactance or other corrective measures deemed necessary by Railway. The provisions of this paragraph 4 shall apply to the Electronic Systems existing as of the date of this Agreement and to any Electronic Systems that Railway may install in the future.

5. Corrective Measures. If Licensee fails to take any corrective measures requested by Railway in a timely manner, or if an emergency situation is presented which, in Railway's judgment, requires immediate repairs to the Facilities, Railway, at Licensee's expense, may undertake such corrective measures or repairs as it deems necessary or desirable.

6. Railway Changes. If Railway shall make any changes, alterations or additions to the line, grade, tracks, structures, roadbed, installations, right-of-way or works of Railway, or to the character, height or alignment of the Electronic Systems, at or near the Facilities, Licensee shall, upon thirty (30) days prior written notice from Railway and at its sole expense, make such changes in the location and character of the Facilities as, in the opinion of the chief engineering officer of Railway, shall be necessary or appropriate to accommodate any construction, improvements, alterations, changes or additions of Railway.

7. Assumption of Risk. Unless caused solely by the negligence of Railway or caused solely by the willful misconduct of Railway, Licensee hereby assumes all risk of damage to the Facilities and Licensee's other property relating to its use and occupation of the Premises or business carried on the Premises and any defects to the Premises; and Licensee hereby indemnifies Railway, its officers, directors, agents and employees from and against any liability for such damage.

8. Entry Upon Premises. Prior to commencement of any work to be performed on or about the Premises, Licensee shall notify the appropriate Division Engineer for the scheduling of protection and inspection. Within seventy-two (72) hours after the Division Engineer's actual receipt of such notification, the Division Engineer shall review the necessity and availability of flagmen for the proposed work and advise Licensee of such matters and the estimated cost therefor. No work shall be permitted on or about the Premises without the presence of Railway's flagman or the Division Engineer's waiver of the requirement for flag protection. Entry on or about the Premises or any other Railway right-of-way without the Division Engineer's prior approval shall be deemed trespassing. Licensee agrees to pay Railway, within thirty (30) days after delivery of an invoice therefor, for any protection and inspection costs incurred by Railway, in Railway's sole judgment, during any such entry.

9. Liens; Taxes. Licensee will not permit any mechanic's liens or other liens to be placed upon the Premises, and nothing in this Agreement shall be construed as constituting the consent or request of Railway, express or implied, to any person for the performance of any labor or the furnishing of any materials to the Premises, nor as giving Licensee any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that could give rise to any mechanic's liens or other liens against the Premises. In addition, Licensee shall be liable for all taxes levied or assessed against the Facilities and any other equipment or other property placed by Licensee within the Premises. In the event that any such lien shall attach to the Premises or Licensee shall fail to pay such taxes, then, in addition to any other right or remedy available to Railway, Railway may, but shall not be obligated to, discharge the same. Any amount paid by Railway for any of the aforesaid purposes, together with related court costs, attorneys' fees, fines and penalties, shall be paid by Licensee to Railway within ten (10) days after Railway's demand therefor.

10. Indemnification. Licensee hereby agrees to indemnify and save harmless Railway, its officers, directors, agents and employees, from and against any and all liabilities, claims, losses, damages, expenses (including attorneys' fees) or costs for personal injuries (including death) and property damage to whomsoever or whatsoever occurring (hereinafter collectively called "Losses") that arise in any manner from (a) the installation, construction, maintenance, operation, presence or removal of, or the failure to properly install, construct, maintain, operate or remove, the Facilities, or (b) any act, omission or neglect of Licensee, its agents, servants, employees or contractors in connection therewith, unless caused solely by the negligence of Railway or caused solely by the willful misconduct of Railway.

11. Insurance.

(a) Without limiting in any manner the liability and obligations assumed by Licensee under any other provision of this Agreement, and as additional protection to Railway, Licensee shall, at its expense, pay the Risk Financing Fee set forth in subparagraph (i) below and shall procure and maintain with insurance companies satisfactory to Railway, the insurance policies described in subparagraphs (ii) and (iii).

(i) Upon execution of this Agreement, Licensee shall pay Railway a Risk Financing Fee of \$1,000.00 to provide for such supplemental insurance (which may be self-insurance) as Railway, in its sole discretion, deems to be necessary or appropriate.

(ii) Prior to commencement of installation or maintenance of the Facilities or entry on Railway's property, Licensee, and its contractor if it employs one, shall procure and maintain for the course of said installation and maintenance, a general liability insurance policy naming Railway as an additional insured, and containing products and completed operations and contractual liability coverage, with a combined single limit of not less than \$1,000,000 for each occurrence.

(iii) Prior to commencement of any subsequent maintenance of the Facility during the term of this Agreement, Licensee, or its contractor if it employs one, shall furnish Railway with an original Railroad Protective Liability Insurance Policy naming Railway as the named insured and having a limit of not less than a combined single limit of \$2,000,000 each occurrence and \$6,000,000 aggregate.

(b) All insurance required under preceding subsection (a) shall be underwritten by insurers and be of such form and content as may be acceptable to Railway. Prior to commencement of installation or maintenance of the Facilities or any entry on Railway's property, Licensee, or its contractor if it employs one, shall: furnish to Railway's Risk Manager, Three Commercial Place, Norfolk, Virginia 23510-2191 (or such other representative and/or address as subsequently given by Railway to Licensee in writing), for approval, the original policy described in subsection (a)(iii) and a certificate of insurance evidencing the existence of a policy with the coverage described in subsection (a)(ii).

12. Environmental Matters. Licensee assumes all responsibility for any environmental obligations imposed under applicable laws, regulations, ordinances or other requirements of federal, state and local governmental authorities relating to (a) the installation, construction, maintenance, operation or removal of the Facilities, including notification and reporting of any releases, and (b) any contamination of any property, water, air or groundwater arising or resulting, in whole or in part, from Licensee's operation or use of the Premises pursuant to this Agreement. In addition, Licensee shall obtain any necessary permits to install, construct, maintain, operate or remove the Facilities. Licensee agrees to indemnify and hold harmless Railway from and against any and all fines, penalties, demands or other Losses (including attorneys' fees) incurred by Railway or claimed by any person, company or governmental entity relating to (a) any contamination of any property, water, air or groundwater due to the use or presence of the Facilities on the Premises, (b) Licensee's violation of any laws, regulations or other requirements of federal, state or local governmental authorities in connection with the use or presence of the Facilities on the Premises or (c) any violation of Licensee's obligations imposed under this paragraph. Without limitation, this indemnity provision shall extend to any cleanup and investigative costs relating to any contamination of the Premises arising or resulting from, in whole or in part, Licensee's use of the Facilities or any other

activities by or on behalf of Licensee occurring on or about the Premises. Licensee further agrees not to dispose of any trash, debris or wastes, including hazardous waste, on the Premises and will not conduct any activities on the Premises which would require a hazardous waste treatment, storage or disposal permit.

13. Assignments and Other Transfers.

(a) Licensee shall not assign, transfer, sell, mortgage, encumber, sublease or otherwise convey (whether voluntarily, involuntarily or by operation of law) this Agreement or any interest therein, nor license, mortgage, encumber or otherwise grant to any other person or entity (whether voluntarily, involuntarily or by operation of law) any right or privilege in or to the Premises (or any interest therein), in whole or in part, without the prior written consent of Railway, which consent may be withheld by Railway in its sole discretion. Any such assignment or other transfer made without Railway's prior written consent shall be null and void and, at Railway's option, shall constitute an immediate default of this Agreement. Notwithstanding the foregoing, upon prior written notice to Railway, Licensee may assign this Agreement to a parent, a wholly-owned subsidiary of Licensee or a wholly-owned subsidiary of Licensee's parent without Railway's consent; provided, however, that no such assignment shall relieve Licensee of its obligations under this Agreement.

(b) Railway shall have the right to transfer and assign, in whole or in part, all its rights and obligations hereunder and in or to the Premises. From and after the effective date of any such assignment or transfer, Railway shall be released from any further obligations hereunder; and Licensee shall look solely to such successor-in-interest of Railway for the performance of the obligations of "Railway" hereunder.

14. Meaning of "Railway". The word "Railway" as used herein shall include any other company whose property at the aforesaid location may be leased or operated by Railway. Said term also shall include Railway's officers, directors, agents and employees, and any parent company, subsidiary or affiliate of Railway and their respective officers, directors, agents and employees.

15. Default; Remedies.

(a) The following events shall be deemed to be events of default by Licensee under this Agreement:

(i) Licensee shall fail to pay the Fee or any other sum of money due hereunder and such failure shall continue for a period of ten (10) days after the due date thereof;

(ii) Licensee shall fail to comply with any provision of this Agreement not requiring the payment of money, all of which terms, provisions and covenants shall be deemed material, and such failure shall continue for a period of thirty (30) days after written notice of such default is delivered to Licensee;

(iii) Licensee shall become insolvent or unable to pay its debts as they become due, or Licensee notifies Railway that it anticipates either condition;

(iv) Licensee takes any action to, or notifies Railway that Licensee intends to file a petition under any section or chapter of the United States Bankruptcy Code, as amended from time to time, or under any similar law or statute of the United States or any State thereof; or a petition shall be filed against Licensee under any such statute; or

(v) a receiver or trustee shall be appointed for Licensee's license interest hereunder or for all or a substantial part of the assets of Licensee, and such receiver or trustee is not dismissed within sixty (60) days of the appointment.

(b) Upon the occurrence of any event or events of default by Licensee, whether enumerated in this paragraph 15 or not, Railway shall have the option to pursue any remedies available to it at law or in equity without any additional notices to Licensee. Railway's remedies shall include, but not be limited to, the following: (i) termination of this Agreement, in which event Licensee shall immediately surrender the Premises to Railway; (ii) entry into or upon the Premises to do whatever Licensee is obligated to do under the terms of this License, in which event Licensee shall reimburse Railway on demand for any expenses which Railway may incur in effecting compliance with Licensee's obligations under this License, but without rendering Railway liable for any damages resulting to Licensee or the Facilities from such action; and (iii) pursuit of all other remedies available to Railway at law or in equity, including, without limitation, injunctive relief of all varieties.

16. Railway Termination Right. Notwithstanding anything to the contrary in this Agreement, Railway shall have the right to terminate this Agreement and the rights granted hereunder, after delivering to Licensee written notice of such termination no less than sixty (60) days prior to the effective date thereof, upon the occurrence of any one or more of the following events:

(a) If Licensee shall discontinue the use or operations of the Facilities; or

(b) If Railway shall be required by any governmental authority having jurisdiction over the Premises to remove, relocate, reconstruct or discontinue operation of its railroad on or about the Premises; or

(c) If Railway, in the good faith judgment of its Superintendent, shall require a change in the location or elevation of its railroad on or about the location of the Facilities or the Premises that might effectively prohibit the use or operation of the Facilities; or

(d) If Railway, in the good faith judgment of its Superintendent, determines that the maintenance or use of the Facilities unduly interferes with the operation and maintenance of the facilities of Railway, or with the present or future use of such

property by Railway, its lessees, affiliates, successors or assigns, for their respective purposes.

17. Condemnation. If the Premises or any portion thereof shall be taken or condemned in whole or in part for public purposes, or sold in lieu of condemnation, then this Agreement and the rights granted to Licensee hereunder shall, at the sole option of Railway, forthwith cease and terminate. All compensation awarded for any taking (or sale proceeds in lieu thereof) shall be the property of Railway, and Licensee shall have no claim thereto, the same being hereby expressly waived by Licensee.

18. Removal of Facilities; Survival. The Facilities are and shall remain the personal property of Licensee. Upon the expiration or termination of this Agreement, Licensee shall remove the Facilities from the Premises within thirty (30) days after the effective date thereof. In performing such removal, unless otherwise directed by Railway, Licensee shall restore the Premises to the same condition as existed prior to the installation or placement of Facilities, reasonable wear and tear excepted. In the event Licensee shall fail to so remove the Facilities or restore the Premises, the Facilities shall be deemed to have been abandoned by Licensee, and the same shall become the property of Railway for Railway to use, remove, destroy or otherwise dispose of at its discretion and without responsibility for accounting to Licensee therefor; provided, however, in the event Railway elects to remove the Facilities, Railway, in addition to any other legal remedy it may have, shall have the right to recover from Licensee all costs incurred in connection with such removal and the restoration of the Premises. Notwithstanding anything to the contrary contained in this Agreement, the expiration or termination of this Agreement, whether by lapse of time or otherwise, shall not relieve Licensee from Licensee's obligations accruing prior to the expiration or termination date, and such obligations shall survive any such expiration or other termination of this Agreement.

19. Entire Agreement. This Agreement contains the entire agreement of Railway and Licensee and supersedes any prior understanding or agreement between Railway and Licensee respecting the subject matter hereof; and no representations, warranties, inducements, promises or agreements, oral or otherwise, between the parties not embodied in this Agreement shall be of any force or effect.

20. Attorneys' Fees. If Railway should bring any action under this Agreement, or consult or place the Agreement or any amount payable by Licensee hereunder, with an attorney concerning or for the enforcement of any of Railway's rights hereunder, then Licensee agrees in each and any such case to pay to Railway all costs, including but not limited to court costs and attorneys' fees, incurred in connection therewith.

21. Severability. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby; and it is also the intention of the parties to this Agreement that in lieu of each clause or provision of this Agreement that is illegal, invalid or unenforceable, there be added as a part of this Agreement a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

22. Modifications; Waiver; Successors and Assigns. This Agreement may not be altered, changed or amended, except by instrument in writing signed by both parties hereto. No provision of this Agreement shall be deemed to have been waived by Railway unless such waiver shall be in a writing signed by Railway and addressed to Licensee, nor shall any custom or practice that may evolve between the parties in the administration of the terms hereof be construed to waive or lessen the right of Railway to insist upon the performance by Licensee in strict accordance with the terms hereof. The terms and conditions contained in this Agreement shall apply to, inure to the benefit of, and be binding upon the parties hereto, and upon their respective successors in interest and legal representatives, except as otherwise herein expressly provided. If there shall be more than one Licensee, the obligations hereunder imposed upon Licensee shall be joint and several.

23. Notice. Any and all other notices, demands or requests by or from Railway to Licensee, or Licensee to Railway, shall be in writing and shall be sent by (a) postage paid, certified mail, return receipt requested, or (b) a reputable national overnight courier service with receipt therefor, or (c) personal delivery, and addressed in each case as follows:

If to Railway:

c/o Norfolk Southern Corporation
1200 Peachtree Street, NE - 12th Floor
Atlanta, Georgia 30309-3504
Attention: Director Real Estate

If to Licensee:

City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39401-1898
Attention: City Engineer

Either party may, by notice in writing, direct that future notices or demands be sent to a different address. All notices hereunder shall be deemed given upon receipt (or, if rejected, upon rejection).

24. Miscellaneous. All exhibits, attachments, riders and addenda referred to in this License are incorporated into this Agreement and made a part hereof for all intents and purposes. Time is of the essence with regard to each provision of this Agreement. This Agreement shall be construed and interpreted in accordance with and governed by the laws of the State in which the Premises are located. Each covenant of Railway and Licensee under this Agreement is independent of each other covenant under this Agreement. No default in performance of any covenant by a party shall excuse the other party from the performance of any other covenant. The provisions of Paragraphs 7, 9, 10, 12 and 18 shall survive the expiration or earlier termination of this Agreement.

25. Limitations of Grant. Licensee acknowledges that the license granted hereunder is a quitclaim grant, made without covenants, representations or warranties with respect to Railway's (a) right to make the grant, (b) title in the Premises, or (c) right to use or make available to others the Premises for the purposes contemplated herein. Railway is the owner and/or holder of the Premises subject to the terms and limitations under which it is owned or held, including without limitation conditions, covenants, restrictions, easements (including any pre-existing fiber optic easements or licenses), encroachments, leases, licenses, permits, mortgages, indentures, reversionary interests, fee interests, zoning restrictions and other burdens and limitations, of record and not of record, and to rights of tenants and licensees in possession, and Licensee agrees that the rights licensed hereunder are subject and subordinate to each and all of the foregoing. Licensee accepts this grant knowing that others may claim that Railway has no right to make it, and Licensee agrees to release, hold harmless and indemnify (and, at Railway's election, defend, at Licensee's sole expense, with counsel approved by Railway) Railway, its affiliated companies, and its and their respective officers, directors, agents and employees, from and against any detriments to, or liabilities of, any type or nature arising from such claims, including punitive damages and any forfeitures declared or occurring as a result of this grant.

26. Limitations Upon Damages. Notwithstanding any other provision of this Agreement, Railway shall not be liable for breach of this Agreement or under this Agreement for any consequential, incidental, exemplary, punitive, special, business damages or lost profits, as well as any claims for death, personal injury, and property loss and damage which occurs by reason of, or arises out of, or is incidental to the interruption in or usage of the Facilities placed upon or about the Premises by Licensee, including without limitation any damages under such claims that might be considered consequential, incidental, exemplary, punitive, special, business damages or lost profits.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate, each part being an original, as of the date first above written.

Witness:

**THE ALABAMA GREAT SOUTHERN
RAILROAD COMPANY**

As to Railway

By: _____
Real Estate Manager

Witness:

**CITY OF HATTIESBURG,
MISSISSIPPI**

As to Licensee

By: _____
Title: _____

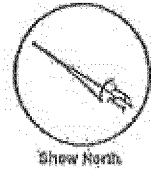
Activity Number 1167981
JSM: July 26, 2012
File No. 562674v2

RAILROAD PERMIT

Sheet No.: 2 of 3

Permit No.: _____

REVISIONS			
APPLICANT		Railroad	
DATE	BY	DATE	BY
05/19	KSP		



Show North

SCALE: 1" = 50'

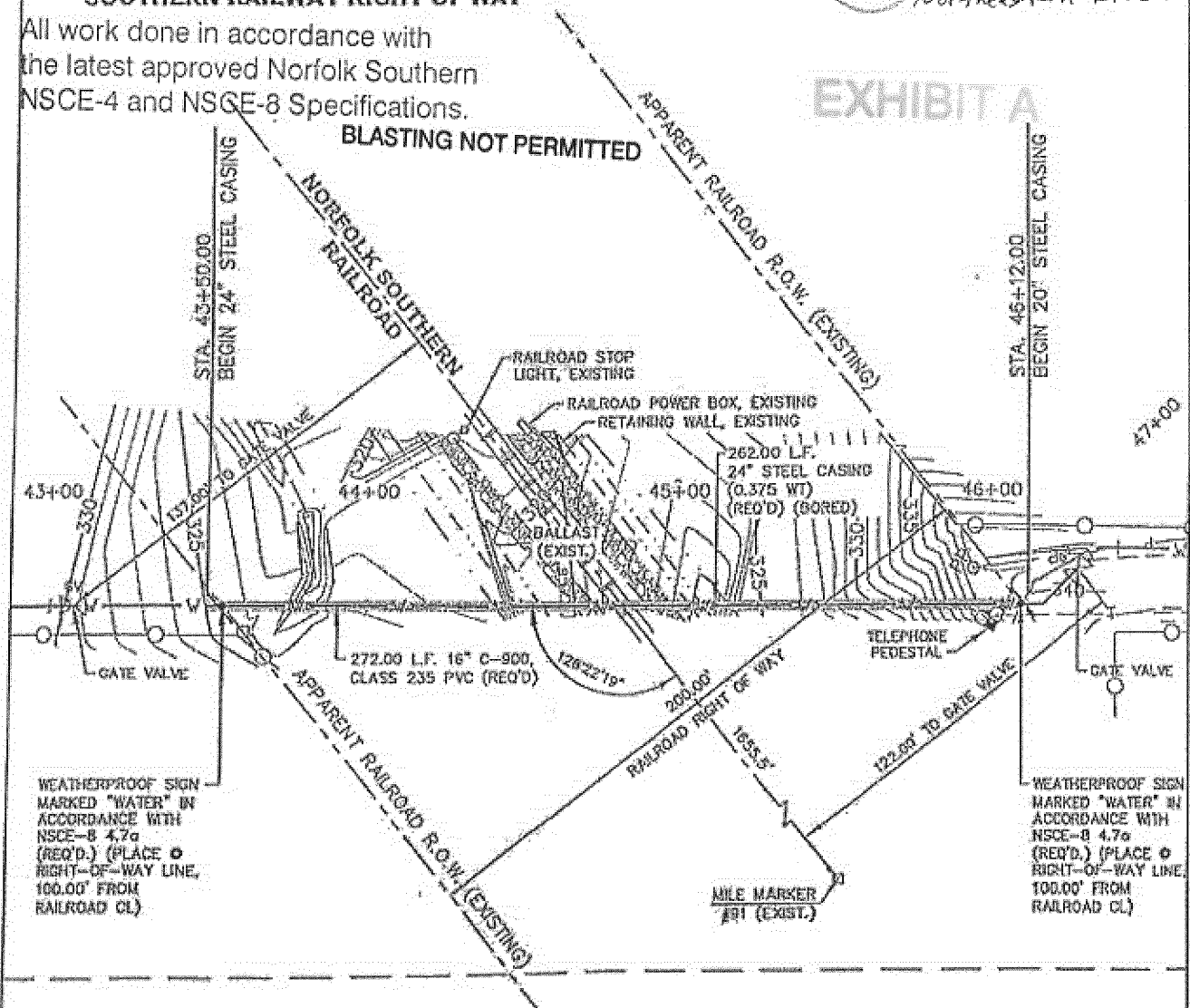
NOTES:

- RAILROAD REPRESENTATIVE AND FLAGMAN SHALL BE PRESENT DURING ALL CONSTRUCTION CROSSING THE RAILROAD
- EXCAVATION SHALL NOT BE PERMITTED INSIDE NORFOLK SOUTHERN RAILWAY RIGHT OF WAY

2 A-1 Recv. 6/18/12
2 Richburg MS
New Orleans and
Northeastern R.R. Co.

All work done in accordance with the latest approved Norfolk Southern NSCE-4 and NSGE-8 Specifications.

EXHIBIT A



RAILROAD BORE PERMIT MILE #90+3,624.5'

RAILROAD PERMIT

Sheet No.: 3 of 3

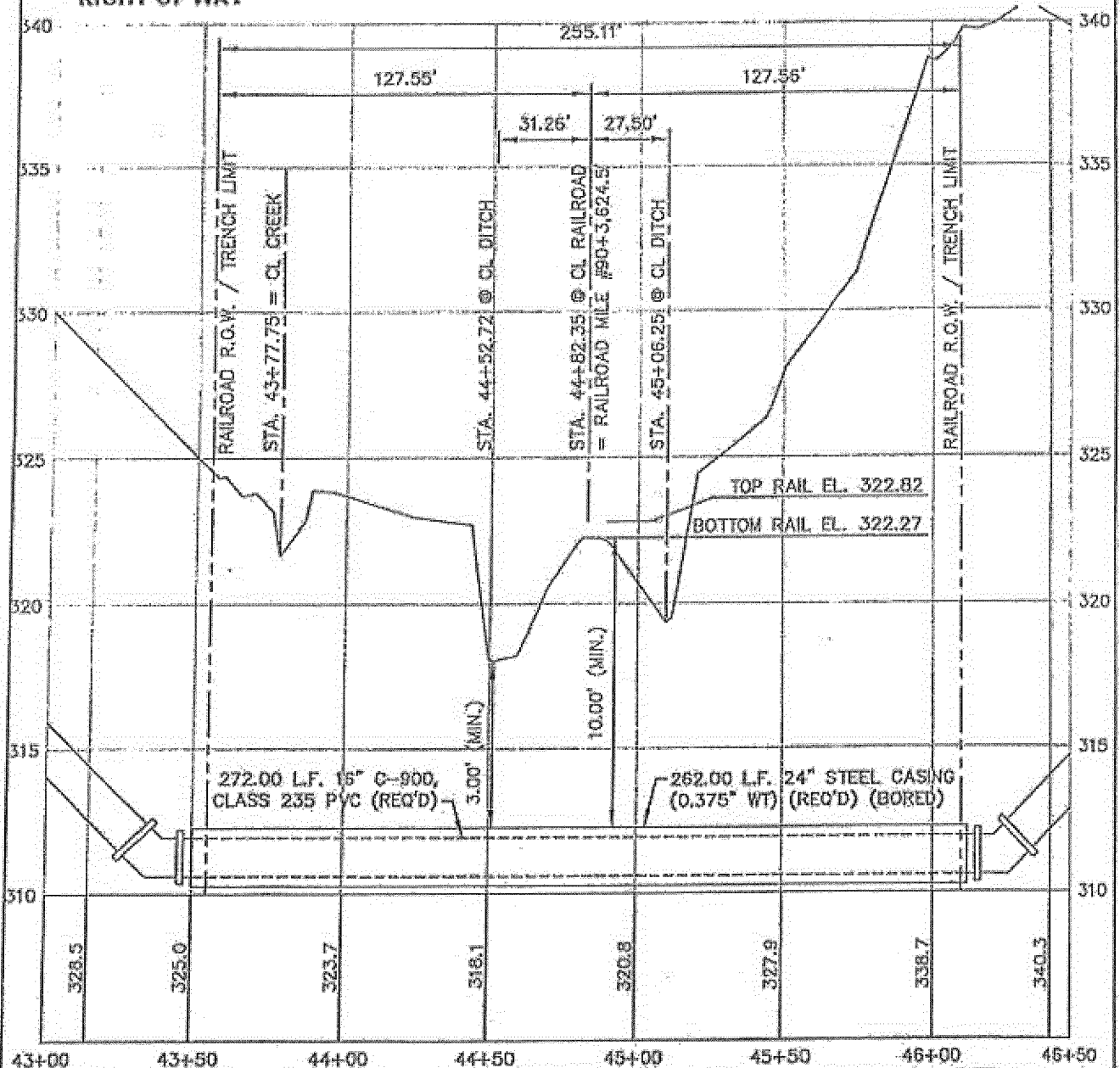
Permit No.: _____

REVISIONS			
APPLICANT		Railroad	
DATE	BY	DATE	BY
05/19	KSP		

SCALE:
HORIZ.: 1" = 50'
VERT.: 1" = 5'

NOTES:

1. RAILROAD REPRESENTATIVE AND FLAGMAN SHALL BE PRESENT DURING ALL CONSTRUCTION CROSSING THE RAILROAD
2. EXCAVATION SHALL NOT BE PERMITTED INSIDE NORFOLK SOUTHERN RAILWAY RIGHT OF WAY



RAILROAD BORE PERMIT ~ MILE: #90+3,624.5'

All work done in accordance with the latest approved Norfolk Southern NSCE-4 and NSCE-8 Specifications.

BLASTING NOT PERMITTED

2 A-1 Recv. 6/18/12
2 Richburg MS
New Orleans and Northeastern RR Co.

EXHIBIT B

2 A-1 Rev. 6/18/12
2

Revised 12-18-10

PIPE DATA SHEET

	CARRIER PIPE	CASING PIPE
CONTENTS TO BE HANDLED	Potable Water	16" Water Main
NORMAL OPERATING PRESSURE	50 psi	N/A
NOMINAL SIZE OF PIPE	16 in.	24 in.
OUTSIDE DIAMETER	16.00 in.	25.8 in.
INSIDE DIAMETER	14.214 in.	25.06 in.
WALL THICKNESS	0.843 in.	0.375 in.
WEIGHT PER FOOT	25.43 lb/ft	100.58 lb/ft
MATERIAL	PVC	Steel
PROCESS OF MANUFACTURE	Extruded	Hot Rolled
SPECIFICATION	AWWA C900-07	A-36
GRADE OR CLASS	DR-18(Class 235)	A-36
TEST PRESSURE	235 psi	N/A
TYPE OF JOINT	Slip-on	Welded
TYPE OF COATING	N/A	N/A
DETAILS OF CATHODIC PROTECTION	N/A	N/A
DETAILS OF SEALS OR PROTECTION AT END OF CASING	N/A	N/A
CHARACTER OF SUBSURFACE MATERIAL	Sandy Loam	Sandy Loam
APPROXIMATE GROUND WATER LEVEL	> 80 inches	> 80 inches
SOURCE OF INFORMATION ON SUBSURFACE CONDITIONS	USDA Soil Survey	USDA Soil Survey

Proposed Method of Installation:

- ☐ Bore and Jack (per Section 5.1.3 of NSCE-8)
- ☐ Jacking (per Section 5.1.4 of NSCE-8)
- ☐ Tunneling (with Tunnel Liner Plate) (per Section 5.1.5 of NSCE-8)
- ☒ Directional Bore/Horizontal Direction Drilling – Method A (per Section 5.1.6 of NSCE-8)
- ☐ Directional Bore/Horizontal Direction Drilling – Method B (per Section 5.1.6 of NSCE-8)
- ☐ Open Cut (per Section 5.1.2 of NSCE-8). All installations directly under any track must be designed as a bored installation. Open cut installations will be considered on a case-by-case basis by Norfolk Southern's Division Superintendent at the time of installation.
- ☐ Other (Specify): _____

AECOM



THIS AGREEMENT, dated as of the 21st day of August, 2012 is made and entered into by and between

THE ALABAMA GREAT SOUTHERN RAILROAD COMPANY, a Alabama corporation, whose mailing address is Three Commercial Place, Norfolk, Virginia, 23510 (hereinafter called "Railway"); and

CITY OF HATTIESBURG, MISSISSIPPI, a political subdivision of the State of Mississippi, whose mailing address is P.O. Box 1898, Hattiesburg, Alabama 39401-1898 (hereinafter called "Licensee").

WITNESSETH

WHEREAS, Licensee proposes to install, maintain, operate and remove a 16-inch PVC water pipe in a 24-inch steel pipe (hereinafter called the "Facilities") located in, under and across the right-of-way or property and any tracks of Railway, at Milepost NO-90.69, Meridian-New Orleans Line, at or near **Hattiesburg, Forrest County, Mississippi**, the same to be located in accordance with and limited to the installation shown on print of drawings marked Exhibit A and B, dated June 18, 2012, and Pipe Data Sheet attached hereto and made a part hereof; and

WHEREAS, Licensee desires a license to use such right-of-way or property of Railway for the installation, construction, maintenance, operation and removal of the Facilities.

NOW, THEREFORE, for and in consideration of the premises, the payment of a non-refundable, non-assignable one-time fee in the amount of NINETEEN THOUSAND ONE HUNDRED AND 00/100 DOLLARS (\$19,100.00) (hereinafter called the "Fee") to cover the Risk Financing Fee (as hereinafter defined) in the amount of \$1,000, and a one-time occupancy fee in the amount of \$18,100, and the covenants hereinafter set forth, Railway hereby permits and grants to Licensee, insofar as Railway has the right to do so, without warranty and subject to all encumbrances, covenants and easements to which Railway's title may be subject, the right to use and occupy so much of Railway's right-of-way or property as may be necessary for the installation, construction, maintenance, operation and removal of the Facilities (said right-of-way or property of Railway being hereinafter collectively called the "Premises"), upon the following terms and conditions:

1. Use and Condition of the Premises. The Premises shall be used by Licensee only for the installation, construction, maintenance, operation and removal of the Facilities and for no other purpose without the prior written consent of Railway, which consent may be withheld by Railway in its sole discretion. Licensee accepts the Premises in their current "as is" condition, as suited for the installation and operation of the Facilities, and without the benefit of any improvements to be constructed by Railway.

2. Installation of the Facilities; Railway Support. Licensee shall, at its expense, install, construct, maintain and operate the Facilities on a lien-free basis and in such a manner as will not interfere with the operations of Railway, or endanger persons or property of Railway. Such installation, construction, maintenance and operation of the Facilities shall be in accordance

with (a) the plans and specifications (if any) shown on the prints attached hereto and any other specifications prescribed by Railway, (b) applicable laws, regulations, ordinances and other requirements of federal, state and local governmental authorities, and (c) applicable specifications adopted by the American Railway Engineering and Maintenance-of-Way Association, when not in conflict with the applicable plans, specifications, laws, regulations, ordinances or requirements mentioned in (a) and (b), above. All underground pipes must have secondary pipe containment if the material flowing through the pipeline poses a safety or environmental hazard. Any change to the character, capacity or use of the Facilities shall require execution of a new agreement.

3. Railway Support. Railway shall, at Railway's option, furnish, at the sole expense of Licensee, labor and materials necessary, in Railway's sole judgment, to support its tracks and to protect its traffic (including, without limitation, flagging) during the installation, maintenance, repair, renewal or removal of the Facilities.

4. Electronic Interference. Licensee will provide Railway with no less than sixty (60) days advance written notice prior to the installation and operation of cathodic protection in order that tests may be conducted on Railway's signal, communications and other electronic systems (hereinafter collectively called the "Electronic Systems") for possible interference. If the Facilities cause degradation of the Electronic Systems, Licensee, at its expense, will either relocate the cathodic protection or modify the Facilities to the satisfaction of Railway so as to eliminate such degradation. Such modifications may include, without limiting the generality of the foregoing, providing additional shielding, reactance or other corrective measures deemed necessary by Railway. The provisions of this paragraph 4 shall apply to the Electronic Systems existing as of the date of this Agreement and to any Electronic Systems that Railway may install in the future.

5. Corrective Measures. If Licensee fails to take any corrective measures requested by Railway in a timely manner, or if an emergency situation is presented which, in Railway's judgment, requires immediate repairs to the Facilities, Railway, at Licensee's expense, may undertake such corrective measures or repairs as it deems necessary or desirable.

6. Railway Changes. If Railway shall make any changes, alterations or additions to the line, grade, tracks, structures, roadbed, installations, right-of-way or works of Railway, or to the character, height or alignment of the Electronic Systems, at or near the Facilities, Licensee shall, upon thirty (30) days prior written notice from Railway and at its sole expense, make such changes in the location and character of the Facilities as, in the opinion of the chief engineering officer of Railway, shall be necessary or appropriate to accommodate any construction, improvements, alterations, changes or additions of Railway.

7. Assumption of Risk. Unless caused solely by the negligence of Railway or caused solely by the willful misconduct of Railway, Licensee hereby assumes all risk of damage to the Facilities and Licensee's other property relating to its use and occupation of the Premises or business carried on the Premises and any defects to the Premises; and Licensee hereby indemnifies Railway, its officers, directors, agents and employees from and against any liability for such damage.

8. Entry Upon Premises. Prior to commencement of any work to be performed on or about the Premises, Licensee shall notify the appropriate Division Engineer for the scheduling of protection and inspection. Within seventy-two (72) hours after the Division Engineer's actual receipt of such notification, the Division Engineer shall review the necessity and availability of flagmen for the proposed work and advise Licensee of such matters and the estimated cost therefor. No work shall be permitted on or about the Premises without the presence of Railway's flagman or the Division Engineer's waiver of the requirement for flag protection. Entry on or about the Premises or any other Railway right-of-way without the Division Engineer's prior approval shall be deemed trespassing. Licensee agrees to pay Railway, within thirty (30) days after delivery of an invoice therefor, for any protection and inspection costs incurred by Railway, in Railway's sole judgment, during any such entry.

9. Liens; Taxes. Licensee will not permit any mechanic's liens or other liens to be placed upon the Premises, and nothing in this Agreement shall be construed as constituting the consent or request of Railway, express or implied, to any person for the performance of any labor or the furnishing of any materials to the Premises, nor as giving Licensee any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that could give rise to any mechanic's liens or other liens against the Premises. In addition, Licensee shall be liable for all taxes levied or assessed against the Facilities and any other equipment or other property placed by Licensee within the Premises. In the event that any such lien shall attach to the Premises or Licensee shall fail to pay such taxes, then, in addition to any other right or remedy available to Railway, Railway may, but shall not be obligated to, discharge the same. Any amount paid by Railway for any of the aforesaid purposes, together with related court costs, attorneys' fees, fines and penalties, shall be paid by Licensee to Railway within ten (10) days after Railway's demand therefor.

10. Indemnification. Licensee hereby agrees to indemnify and save harmless Railway, its officers, directors, agents and employees, from and against any and all liabilities, claims, losses, damages, expenses (including attorneys' fees) or costs for personal injuries (including death) and property damage to whomsoever or whatsoever occurring (hereinafter collectively called "Losses") that arise in any manner from (a) the installation, construction, maintenance, operation, presence or removal of, or the failure to properly install, construct, maintain, operate or remove, the Facilities, or (b) any act, omission or neglect of Licensee, its agents, servants, employees or contractors in connection therewith, unless caused solely by the negligence of Railway or caused solely by the willful misconduct of Railway.

11. Insurance.

(a) Without limiting in any manner the liability and obligations assumed by Licensee under any other provision of this Agreement, and as additional protection to Railway, Licensee shall, at its expense, pay the Risk Financing Fee set forth in subparagraph (i) below and shall procure and maintain with insurance companies satisfactory to Railway, the insurance policies described in subparagraphs (ii) and (iii).

(i) Upon execution of this Agreement, Licensee shall pay Railway a Risk Financing Fee of \$1,000.00 to provide for such supplemental insurance (which may be self-insurance) as Railway, in its sole discretion, deems to be necessary or appropriate.

(ii) Prior to commencement of installation or maintenance of the Facilities or entry on Railway's property, Licensee, and its contractor if it employs one, shall procure and maintain for the course of said installation and maintenance, a general liability insurance policy naming Railway as an additional insured, and containing products and completed operations and contractual liability coverage, with a combined single limit of not less than \$1,000,000 for each occurrence.

(iii) Prior to commencement of any subsequent maintenance of the Facility during the term of this Agreement, Licensee, or its contractor if it employs one, shall furnish Railway with an original Railroad Protective Liability Insurance Policy naming Railway as the named insured and having a limit of not less than a combined single limit of \$2,000,000 each occurrence and \$6,000,000 aggregate.

(b) All insurance required under preceding subsection (a) shall be underwritten by insurers and be of such form and content as may be acceptable to Railway. Prior to commencement of installation or maintenance of the Facilities or any entry on Railway's property, Licensee, or its contractor if it employs one, shall: furnish to Railway's Risk Manager, Three Commercial Place, Norfolk, Virginia 23510-2191 (or such other representative and/or address as subsequently given by Railway to Licensee in writing), for approval, the original policy described in subsection (a)(iii) and a certificate of insurance evidencing the existence of a policy with the coverage described in subsection (a)(ii).

12. Environmental Matters. Licensee assumes all responsibility for any environmental obligations imposed under applicable laws, regulations, ordinances or other requirements of federal, state and local governmental authorities relating to (a) the installation, construction, maintenance, operation or removal of the Facilities, including notification and reporting of any releases, and (b) any contamination of any property, water, air or groundwater arising or resulting, in whole or in part, from Licensee's operation or use of the Premises pursuant to this Agreement. In addition, Licensee shall obtain any necessary permits to install, construct, maintain, operate or remove the Facilities. Licensee agrees to indemnify and hold harmless Railway from and against any and all fines, penalties, demands or other Losses (including attorneys' fees) incurred by Railway or claimed by any person, company or governmental entity relating to (a) any contamination of any property, water, air or groundwater due to the use or presence of the Facilities on the Premises, (b) Licensee's violation of any laws, regulations or other requirements of federal, state or local governmental authorities in connection with the use or presence of the Facilities on the Premises or (c) any violation of Licensee's obligations imposed under this paragraph. Without limitation, this indemnity provision shall extend to any cleanup and investigative costs relating to any contamination of the Premises arising or resulting from, in whole or in part, Licensee's use of the Facilities or any other

activities by or on behalf of Licensee occurring on or about the Premises. Licensee further agrees not to dispose of any trash, debris or wastes, including hazardous waste, on the Premises and will not conduct any activities on the Premises which would require a hazardous waste treatment, storage or disposal permit.

13. Assignments and Other Transfers.

(a) Licensee shall not assign, transfer, sell, mortgage, encumber, sublease or otherwise convey (whether voluntarily, involuntarily or by operation of law) this Agreement or any interest therein, nor license, mortgage, encumber or otherwise grant to any other person or entity (whether voluntarily, involuntarily or by operation of law) any right or privilege in or to the Premises (or any interest therein), in whole or in part, without the prior written consent of Railway, which consent may be withheld by Railway in its sole discretion. Any such assignment or other transfer made without Railway's prior written consent shall be null and void and, at Railway's option, shall constitute an immediate default of this Agreement. Notwithstanding the foregoing, upon prior written notice to Railway, Licensee may assign this Agreement to a parent, a wholly-owned subsidiary of Licensee or a wholly-owned subsidiary of Licensee's parent without Railway's consent; provided, however, that no such assignment shall relieve Licensee of its obligations under this Agreement.

(b) Railway shall have the right to transfer and assign, in whole or in part, all its rights and obligations hereunder and in or to the Premises. From and after the effective date of any such assignment or transfer, Railway shall be released from any further obligations hereunder; and Licensee shall look solely to such successor-in-interest of Railway for the performance of the obligations of "Railway" hereunder.

14. Meaning of "Railway". The word "Railway" as used herein shall include any other company whose property at the aforesaid location may be leased or operated by Railway. Said term also shall include Railway's officers, directors, agents and employees, and any parent company, subsidiary or affiliate of Railway and their respective officers, directors, agents and employees.

15. Default; Remedies.

(a) The following events shall be deemed to be events of default by Licensee under this Agreement:

(i) Licensee shall fail to pay the Fee or any other sum of money due hereunder and such failure shall continue for a period of ten (10) days after the due date thereof;

(ii) Licensee shall fail to comply with any provision of this Agreement not requiring the payment of money, all of which terms, provisions and covenants shall be deemed material, and such failure shall continue for a period of thirty (30) days after written notice of such default is delivered to Licensee;

(iii) Licensee shall become insolvent or unable to pay its debts as they become due, or Licensee notifies Railway that it anticipates either condition;

(iv) Licensee takes any action to, or notifies Railway that Licensee intends to file a petition under any section or chapter of the United States Bankruptcy Code, as amended from time to time, or under any similar law or statute of the United States or any State thereof; or a petition shall be filed against Licensee under any such statute; or

(v) a receiver or trustee shall be appointed for Licensee's license interest hereunder or for all or a substantial part of the assets of Licensee, and such receiver or trustee is not dismissed within sixty (60) days of the appointment.

(b) Upon the occurrence of any event or events of default by Licensee, whether enumerated in this paragraph 15 or not, Railway shall have the option to pursue any remedies available to it at law or in equity without any additional notices to Licensee. Railway's remedies shall include, but not be limited to, the following: (i) termination of this Agreement, in which event Licensee shall immediately surrender the Premises to Railway; (ii) entry into or upon the Premises to do whatever Licensee is obligated to do under the terms of this License, in which event Licensee shall reimburse Railway on demand for any expenses which Railway may incur in effecting compliance with Licensee's obligations under this License, but without rendering Railway liable for any damages resulting to Licensee or the Facilities from such action; and (iii) pursuit of all other remedies available to Railway at law or in equity, including, without limitation, injunctive relief of all varieties.

16. Railway Termination Right. Notwithstanding anything to the contrary in this Agreement, Railway shall have the right to terminate this Agreement and the rights granted hereunder, after delivering to Licensee written notice of such termination no less than sixty (60) days prior to the effective date thereof, upon the occurrence of any one or more of the following events:

(a) If Licensee shall discontinue the use or operations of the Facilities; or

(b) If Railway shall be required by any governmental authority having jurisdiction over the Premises to remove, relocate, reconstruct or discontinue operation of its railroad on or about the Premises; or

(c) If Railway, in the good faith judgment of its Superintendent, shall require a change in the location or elevation of its railroad on or about the location of the Facilities or the Premises that might effectively prohibit the use or operation of the Facilities; or

(d) If Railway, in the good faith judgment of its Superintendent, determines that the maintenance or use of the Facilities unduly interferes with the operation and maintenance of the facilities of Railway, or with the present or future use of such

property by Railway, its lessees, affiliates, successors or assigns, for their respective purposes.

17. Condemnation. If the Premises or any portion thereof shall be taken or condemned in whole or in part for public purposes, or sold in lieu of condemnation, then this Agreement and the rights granted to Licensee hereunder shall, at the sole option of Railway, forthwith cease and terminate. All compensation awarded for any taking (or sale proceeds in lieu thereof) shall be the property of Railway, and Licensee shall have no claim thereto, the same being hereby expressly waived by Licensee.

18. Removal of Facilities; Survival. The Facilities are and shall remain the personal property of Licensee. Upon the expiration or termination of this Agreement, Licensee shall remove the Facilities from the Premises within thirty (30) days after the effective date thereof. In performing such removal, unless otherwise directed by Railway, Licensee shall restore the Premises to the same condition as existed prior to the installation or placement of Facilities, reasonable wear and tear excepted. In the event Licensee shall fail to so remove the Facilities or restore the Premises, the Facilities shall be deemed to have been abandoned by Licensee, and the same shall become the property of Railway for Railway to use, remove, destroy or otherwise dispose of at its discretion and without responsibility for accounting to Licensee therefor; provided, however, in the event Railway elects to remove the Facilities, Railway, in addition to any other legal remedy it may have, shall have the right to recover from Licensee all costs incurred in connection with such removal and the restoration of the Premises. Notwithstanding anything to the contrary contained in this Agreement, the expiration or termination of this Agreement, whether by lapse of time or otherwise, shall not relieve Licensee from Licensee's obligations accruing prior to the expiration or termination date, and such obligations shall survive any such expiration or other termination of this Agreement.

19. Entire Agreement. This Agreement contains the entire agreement of Railway and Licensee and supersedes any prior understanding or agreement between Railway and Licensee respecting the subject matter hereof; and no representations, warranties, inducements, promises or agreements, oral or otherwise, between the parties not embodied in this Agreement shall be of any force or effect.

20. Attorneys' Fees. If Railway should bring any action under this Agreement, or consult or place the Agreement or any amount payable by Licensee hereunder, with an attorney concerning or for the enforcement of any of Railway's rights hereunder, then Licensee agrees in each and any such case to pay to Railway all costs, including but not limited to court costs and attorneys' fees, incurred in connection therewith.

21. Severability. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby; and it is also the intention of the parties to this Agreement that in lieu of each clause or provision of this Agreement that is illegal, invalid or unenforceable, there be added as a part of this Agreement a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

22. Modifications; Waiver; Successors and Assigns. This Agreement may not be altered, changed or amended, except by instrument in writing signed by both parties hereto. No provision of this Agreement shall be deemed to have been waived by Railway unless such waiver shall be in a writing signed by Railway and addressed to Licensee, nor shall any custom or practice that may evolve between the parties in the administration of the terms hereof be construed to waive or lessen the right of Railway to insist upon the performance by Licensee in strict accordance with the terms hereof. The terms and conditions contained in this Agreement shall apply to, inure to the benefit of, and be binding upon the parties hereto, and upon their respective successors in interest and legal representatives, except as otherwise herein expressly provided. If there shall be more than one Licensee, the obligations hereunder imposed upon Licensee shall be joint and several.

23. Notice. Any and all other notices, demands or requests by or from Railway to Licensee, or Licensee to Railway, shall be in writing and shall be sent by (a) postage paid, certified mail, return receipt requested, or (b) a reputable national overnight courier service with receipt therefor, or (c) personal delivery, and addressed in each case as follows:

If to Railway:
c/o Norfolk Southern Corporation
1200 Peachtree Street, NE - 12th Floor
Atlanta, Georgia 30309-3504
Attention: Director Real Estate

If to Licensee:
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39401-1898
Attention: City Engineer

Either party may, by notice in writing, direct that future notices or demands be sent to a different address. All notices hereunder shall be deemed given upon receipt (or, if rejected, upon rejection).

24. Miscellaneous. All exhibits, attachments, riders and addenda referred to in this License are incorporated into this Agreement and made a part hereof for all intents and purposes. Time is of the essence with regard to each provision of this Agreement. This Agreement shall be construed and interpreted in accordance with and governed by the laws of the State in which the Premises are located. Each covenant of Railway and Licensee under this Agreement is independent of each other covenant under this Agreement. No default in performance of any covenant by a party shall excuse the other party from the performance of any other covenant. The provisions of Paragraphs 7, 9, 10, 12 and 18 shall survive the expiration or earlier termination of this Agreement.

25. Limitations of Grant. Licensee acknowledges that the license granted hereunder is a quitclaim grant, made without covenants, representations or warranties with respect to Railway's (a) right to make the grant, (b) title in the Premises, or (c) right to use or make available to others the Premises for the purposes contemplated herein. Railway is the owner and/or holder of the Premises subject to the terms and limitations under which it is owned or held, including without limitation conditions, covenants, restrictions, easements (including any pre-existing fiber optic easements or licenses), encroachments, leases, licenses, permits, mortgages, indentures, reversionary interests, fee interests, zoning restrictions and other burdens and limitations, of record and not of record, and to rights of tenants and licensees in possession, and Licensee agrees that the rights licensed hereunder are subject and subordinate to each and all of the foregoing. Licensee accepts this grant knowing that others may claim that Railway has no right to make it, and Licensee agrees to release, hold harmless and indemnify (and, at Railway's election, defend, at Licensee's sole expense, with counsel approved by Railway) Railway, its affiliated companies, and its and their respective officers, directors, agents and employees, from and against any detriments to, or liabilities of, any type or nature arising from such claims, including punitive damages and any forfeitures declared or occurring as a result of this grant.

26. Limitations Upon Damages. Notwithstanding any other provision of this Agreement, Railway shall not be liable for breach of this Agreement or under this Agreement for any consequential, incidental, exemplary, punitive, special, business damages or lost profits, as well as any claims for death, personal injury, and property loss and damage which occurs by reason of, or arises out of, or is incidental to the interruption in or usage of the Facilities placed upon or about the Premises by Licensee, including without limitation any damages under such claims that might be considered consequential, incidental, exemplary, punitive, special, business damages or loss profits.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate, each part being an original, as of the date first above written.

Witness:

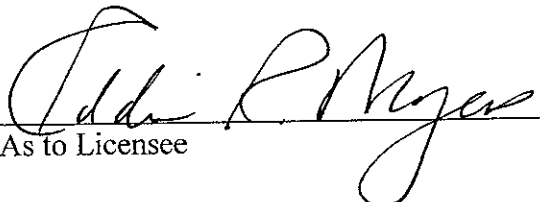
**THE ALABAMA GREAT SOUTHERN
RAILROAD COMPANY**

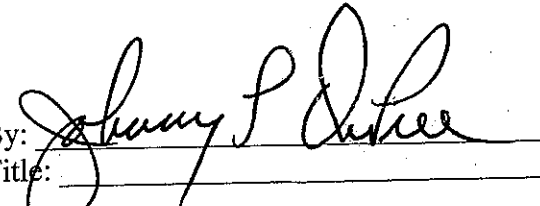
As to Railway

By: _____
Real Estate Manager

Witness:

**CITY OF HATTIESBURG,
MISSISSIPPI**


As to Licensee

By: 
Title: _____

Activity Number 1167981
JSM: July 26, 2012
File No. 562674v2

RAILROAD PERMIT

Sheet No.: 2 of 3

Permit No.: _____

REVISIONS			
APPLICANT		Railroad	
DATE	BY	DATE	BY
05/19	KSP		



Show North

SCALE: 1" = 50'

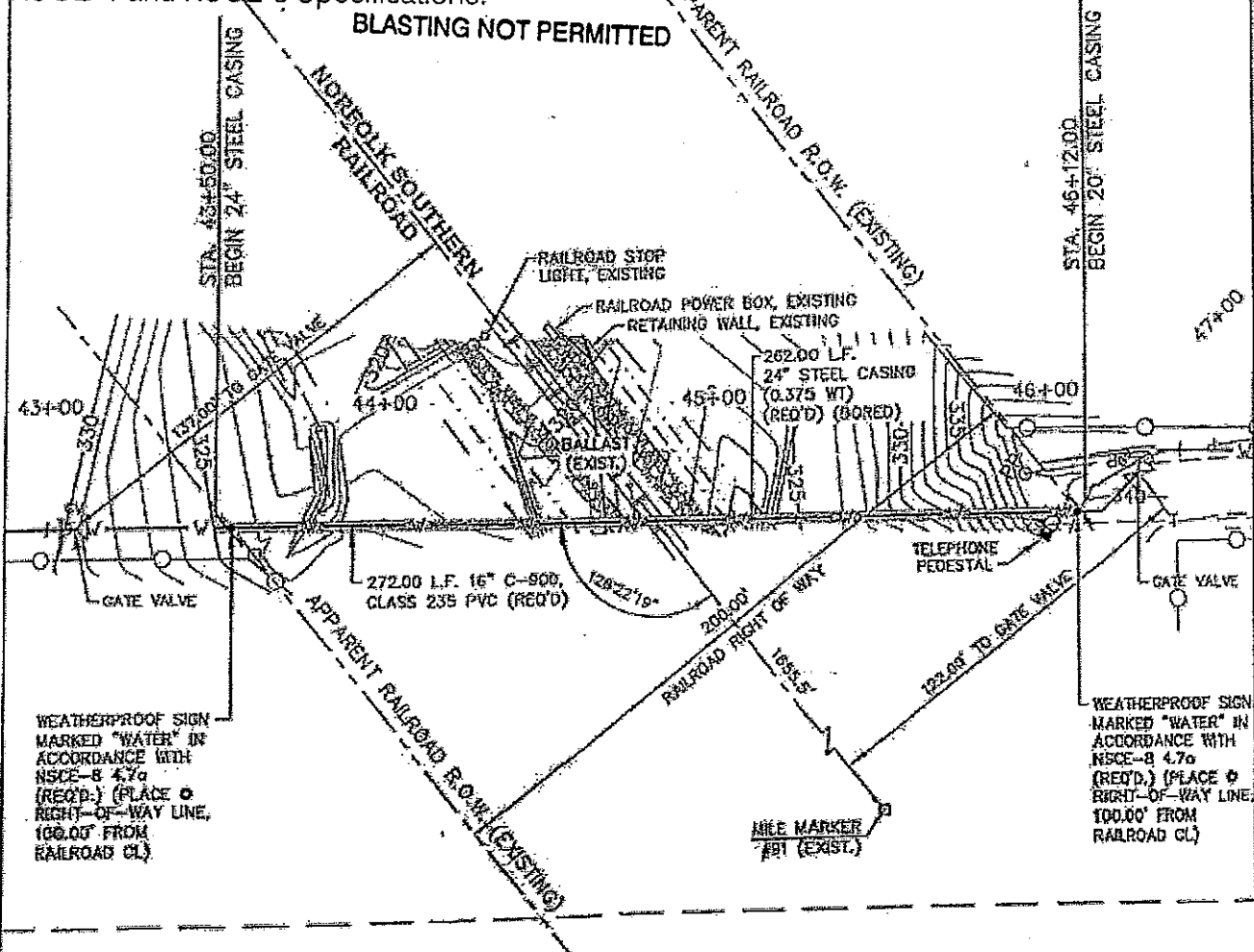
NOTES:

- RAILROAD REPRESENTATIVE AND FLAGMAN SHALL BE PRESENT DURING ALL CONSTRUCTION CROSSING THE RAILROAD
- EXCAVATION SHALL NOT BE PERMITTED INSIDE NORFOLK SOUTHERN RAILWAY RIGHT OF WAY

2 A-1 Rev. 6/18/12
2 Richburg MS
2 New Orleans and
Northeastern RR Co.

All work done in accordance with the latest approved Norfolk Southern NSCE-4 and NSCE-8 Specifications.

BLASTING NOT PERMITTED



RAILROAD BORE PERMIT MILE #90+3.624.5

RAILROAD PERMIT

Sheet No.: 3 of 3

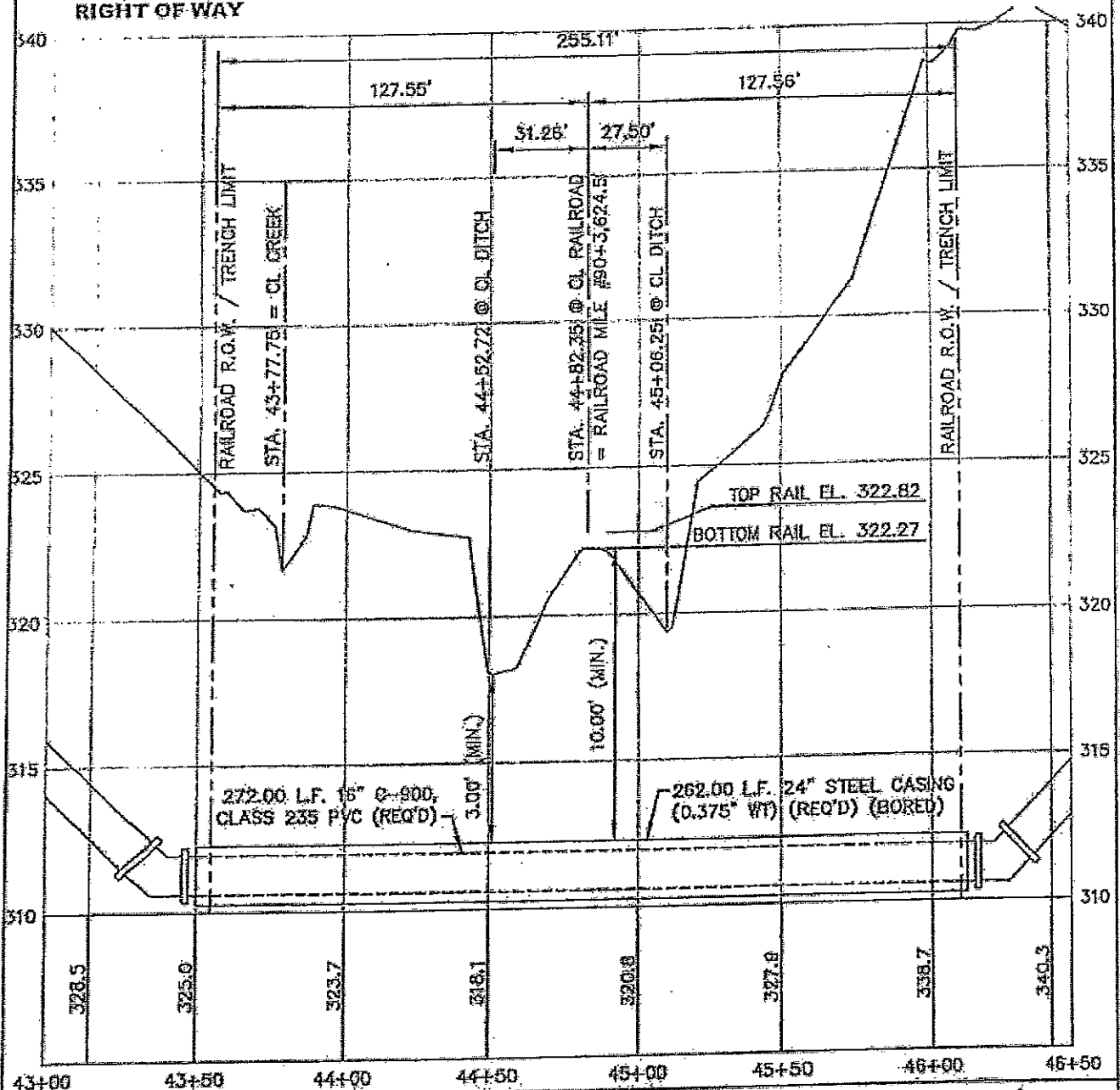
Permit No.: _____

REVISIONS			
APPLICANT		Railroad	
DATE	BY	DATE	BY
05/19	KSP		

SCALE:
HORIZ.: 1" = 50'
VERT.: 1" = 5'

NOTES:

- NOTES:**
1. RAILROAD REPRESENTATIVE AND FLAGMAN SHALL BE PRESENT DURING ALL CONSTRUCTION CROSSING THE RAILROAD
 2. EXCAVATION SHALL NOT BE PERMITTED INSIDE NORFOLK SOUTHERN RAILWAY RIGHT OF WAY



RAILROAD BORE PERMIT 2 MILE #90+3.624.5

All work done in accordance with the latest approved Norfolk Southern NSCE-4 and NSCE-8 Specifications.

BLASTING NOT PERMITTED

A-1 Recv. 6/18/12 **EXHIBIT D**
Richburg MS
New Orleans and Northeastern RR Co.

EXHIBIT B

2
2

A-1 Recv. 6/18/12

Revised 12-16-10

PIPE DATA SHEET

	CARRIER PIPE	CASING PIPE
CONTENTS TO BE HANDLED	Potable Water	16" Water Main
NORMAL OPERATING PRESSURE	50 psi	N/A
NOMINAL SIZE OF PIPE	16 in.	24 in.
OUTSIDE DIAMETER	16.00 in.	25.8 in.
INSIDE DIAMETER	14.214 in.	25.06 in.
WALL THICKNESS	0.843 in.	0.375 in.
WEIGHT PER FOOT	25.43 lb/ft	100.58 lb/ft
MATERIAL	PVC	Steel
PROCESS OF MANUFACTURE	Extruded	Hot Rolled
SPECIFICATION	AWWA C900-07	A-36
GRADE OR CLASS	DR-18 (Class 235)	A-36
TEST PRESSURE	235 psi	N/A
TYPE OF JOINT	Slip-on	Welded
TYPE OF COATING	N/A	N/A
DETAILS OF CATHODIC PROTECTION	N/A	N/A
DETAILS OF SEALS OR PROTECTION AT END OF CASING	N/A	N/A
CHARACTER OF SUBSURFACE MATERIAL	Sandy Loam	Sandy Loam
APPROXIMATE GROUND WATER LEVEL	> 80 inches	> 80 inches
SOURCE OF INFORMATION ON SUBSURFACE CONDITIONS	USDA Soil Survey	USDA Soil Survey

Proposed Method of Installation:

- ☐ Bore and Jack (per Section 5.1.3 of NSCE-8)
- ☐ Jacking (per Section 5.1.4 of NSCE-8)
- ☐ Tunneling (with Tunnel Liner Plate) (per Section 5.1.5 of NSCE-8)
- ☒ Directional Bore/Horizontal Direction Drilling - Method A (per Section 5.1.6 of NSCE-8)
- ☐ Directional Bore/Horizontal Direction Drilling - Method B (per Section 5.1.6 of NSCE-8)
- ☐ Open Cut (per Section 5.1.2 of NSCE-8). All installations directly under any track must be designed as a bored installation. Open cut installations will be considered on a case-by-case basis by Norfolk Southern's Division Superintendent at the time of installation.
- ☐ Other (Specify): _____

AECOM

 NORFOLK SOUTHERN



City of Hattiesburg, MS

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

Master

File Number: 2012-1048

File ID: 2012-1048

Type: Regular Agenda Item

Status: Passed

Version: 2

Reference:

In Control: City Council

File Created: 08/14/2012

Final Action: 08/21/2012

Brief Title: Approve construction engineering and inspection services contract for the Hardy Street Widening-21st to 25th project; Authorize Mayor to execute duplicate copies.

Minute Book Number: MB 2012-1/289-290

Title:

Approve construction engineering and inspection services contract with Shows, Dearman, & Waits, Inc. for engineering services on the Widening of Hardy Street from 25th Ave. to 21st Ave. project (Project No. HPP-6098-00(007) LPA 105194-801000); Authorize Mayor to execute duplicate copies of contract.

Notes:

Sponsors:

Enactment Date:

Attachments: Contract - CE&I, Executed agree.shows

Enactment Number:

Contact:

Meeting Date: 08/21/2012

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	City Council	08/21/2012	Approve				Pass
Action Text: A MOTION was made by Vice President Ware and seconded by Council Member Naylor to Approve construction engineering and inspection services contract with Shows, Dearman, & Waits, Inc. for engineering services on the Widening of Hardy Street from 25th Ave. to 21st Ave. project (Project No. HPP-6098-00(007) LPA 105194-801000); Authorize Mayor to execute duplicate copies of contract.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Ware and Naylor							
Nays: 0							

Yea: 5 President Bradley
Council Member Delgado
Council Member Carroll
Vice President Ware
Council Member Naylor

TEL-No Vote: 0

Text of Legislative File 2012-1048

Title

Approve construction engineering and inspection services contract with Shows, Dearman, & Waits, Inc. for engineering services on the Widening of Hardy Street from 25th Ave. to 21st Ave. project (Project No. HPP-6098-00(007) LPA 105194-801000); Authorize Mayor to execute duplicate copies of contract.

Summary

Approve construction engineering and inspection services contract with Shows, Dearman, & Waits, Inc. for engineering services on the Widening of Hardy Street from 25th Ave. to 21st Ave. project (Project No. HPP-6098-00(007) LPA 105194-801000); Authorize Mayor to execute duplicate copies of contract.

Budget Information

072201.7230.52

\$92,989.96

Expenditure Type

Regular Budget Item

Purchasing Item

Contract

Publication Information

CONSTRUCTION ENGINEERING & INSPECTION SERVICES CONTRACT

Widening of Hardy Street
Project No. **HPP-6098-00(007)LPA / 105194-801000**
Forrest County

THIS CONTRACT, is made and entered into by and between the *City of Hattiesburg*, a body Corporate of the State of Mississippi (the "LPA"), and, *Shows, Dearman and Waits* (the "CONSULTANT"), a S Corporation, duly registered to do business in the State of Mississippi, whose address for mailing is *301 Second Avenue, Hattiesburg, MS 39401*, effective as of the date of latest execution below.

WITNESSETH:

WHEREAS, the LPA proposes to perform the construction engineering services for the widening and overlay of Hardy Street between Hwy 49 and 21st Avenue, hereinafter called the "PROJECT"; and,

WHEREAS, the LPA desires to engage a qualified and experienced CONSULTANT to perform engineering services in connection with the PROJECT, all of which are hereinafter called the "SERVICES"; and,

WHEREAS, the CONSULTANT has represented to the LPA that it is experienced and qualified to provide those services, and the LPA has relied upon such representation; and,

WHEREAS, the CONSULTANT herein was chosen for their expertise in performing the services in connection with the PROJECT and found satisfactory by the LPA; which is now desirous of entering into a contract; and

WHEREAS, the CONSULTANT herein was chosen through the Consultant Selection Process pursuant to Mississippi Department of Transportation (hereinafter "MDOT") Standard Operating Procedure ADM-24-01-00-000; (March 1, 2001, as amended) and Federal Aid Policy Guide Part 172 and found satisfactory; to the end that both parties are now desirous of entering into a contract; and

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable considerations flowing unto the parties, the receipt and sufficiency of which is hereby acknowledged, the LPA and the CONSULTANT do hereby contract and agree as follows:

ARTICLE I. GENERAL RECITALS

CONSULTANT shall, for the agreed fees, furnish all engineering services and materials required to perform the tasks described in the Scope of Work for the proposed transportation project. In so doing, CONSULTANT shall meet the current industry standards as to general format and content and in addition thereto, any special requirements of the LPA.

THE LPA, in support of CONSULTANT will provide the CONSULTANT a Scope of Work shown in "Exhibit 2" hereto and any other data which may be of assistance to CONSULTANT and within the possession and control of the LPA.

Manuals, guides, and specifications applicable to this CONTRACT shall be those approved and/or adopted by MDOT and in effect on the effective date of this CONTRACT, unless otherwise specified in this Contract or subsequently directed by MDOT during the course of the CONTRACT.

ARTICLE II. SCOPE OF WORK

The CONSULTANT shall conduct the SERVICES in accordance with the Scope of Work attached to this CONTRACT as "Exhibit 2" and made a part hereof as if fully set forth herein. The performance of the SERVICES referred to in "Exhibit 2" shall be the primary basis for measurement of performance under this CONTRACT. The LPA specifically reserves the right and privilege to enlarge or reduce the scope; or to cancel this CONTRACT at any time.

ARTICLE III. CONTRACT TERM

This CONTRACT shall commence upon the latest date of execution below and continue until such time as the above named project is successfully completed to the satisfaction of the LPA at which time this CONTRACT shall absolutely and finally terminate.

The construction engineering services of the CONSULTANT under this contract shall start with the **date of FHWA/MDOT concurrence in the award of the construction contract by the LPA**, and be completed within 60 days after the final inspection and acceptance of the construction work performed by others. The services of the CONSULTANT are anticipated to be needed and completed in an expedient manner. It is understood that construction progress of force account work by the LPA and/or contractor's work shall influence the time period for the CONSULTANT's services. Therefore, it is necessary that construction be completed in accordance with the original time limit set forth in the original construction schedule. The estimated fees in the Cost/Fee breakdown are based on the initial construction time estimate as included in the Contract Documents. If the construction time extends beyond the contract time, through no fault of the CONSULTANT, the LPA agrees to pay the CONSULTANT for the construction engineering services to complete the project with or without Federal participation, subject to approval by MDOT and FHWA.

During the term of this CONTRACT, the LPA reserves the right to terminate this CONTRACT, subject to the approval of MDOT, in whole or in part, at any time, with or without cause, upon seven (7) days written notice to the CONSULTANT, notwithstanding any just claims by the CONSULTANT for payment of SERVICES rendered prior to the date of termination. The LPA must receive written approval from the MDOT Executive Director on behalf of the Mississippi Transportation Commission before the LPA can terminate this CONTRACT. The LPA shall be liable only for the costs, fees and expenses for demobilization and close out of contract, based on actual time and expenses incurred by CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE IV. TIME OF PERFORMANCE

TIME IS OF THE ESSENCE IN THIS CONTRACT. The CONSULTANT shall be prepared to perform its responsibilities for providing SERVICES commencing on the date of execution of the CONTRACT.

A Notice to Proceed shall be issued under authority from the LPA within 30 days after final execution of this CONTRACT. The CONSULTANT may not begin work on any feature of this PROJECT prior to receiving a Notice to Proceed from the LPA.

ARTICLE V. RELATIONSHIP OF THE PARTIES

The relationship of the CONSULTANT to the LPA is that of an independent contractor, and said CONSULTANT, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or

employee of the LPA by reason hereof. The CONSULTANT will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the LPA, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

All notices, communications, and correspondence between the LPA and the CONSULTANT shall be directed to the key personnel and agents designated in this contract.

ARTICLE VI. COMPENSATION, BILLING & AUDIT

A. Cost and Fees

The CONSULTANT shall be paid on the basis set forth in "Exhibit 3" to this CONTRACT. Under no circumstances shall the LPA be liable for any amounts, including any costs, which exceed the maximum dollar amount of compensation that is specified in and set forth in "Exhibit 3".

B. Monthly Billing

The CONSULTANT may submit monthly billing to the LPA. (A sample of a preferred invoice is attached as "Exhibit 4".) Each billing shall include all time and allowable expenses through the end of the billing period. Direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. The LPA retains the right to verify time and expense records by audit of any or all CONSULTANT's time and accounting records at any time during the life of the CONTRACT and up to three years thereafter.

The CONSULTANT further agrees that FHWA or any other Federal Agency may audit the same records at any time during the life of the CONTRACT and up to three years thereafter, should the funding source for all or any part of the CONTRACT be funds of the United States of America.

C. Record Retention

The CONSULTANT shall maintain all time and expense records incurred on the PROJECT and used in support of its proposal and shall make such material available at all reasonable times during the period of the CONTRACT and for three years from the date of final payment under this CONTRACT for inspection by the LPA, and copies thereof shall be furnished upon request, at the LPA's expense. The CONSULTANT agrees that the provisions of this Article shall be included in any CONTRACT it may make with any subcontractors, assignees or transferees.

D. Retainage

The LPA shall retain 5% of the CONSULTANT'S contract amount until the final payment request has been received and an audit of the total PROJECT cost to date has been completed by the LPA or its designee.

ARTICLE VII. FINAL PAYMENT

The CONSULTANT agrees that acceptance of the final payment shall be in full and final settlement of all claims arising against the LPA for work done, documents furnished, cost incurred, or otherwise arising out of this CONTRACT and shall release the LPA from any and all further claims of whatever nature, whether known or unknown, for and on account of said CONTRACT, including payment for any and all work done, and labor and material furnished in connection with the same. Errors and/or omissions discovered subsequent to the acceptance by the LPA of the final contract documents shall be corrected by the CONSULTANT without additional compensation.

ARTICLE VIII. REVIEW OF WORK

Authorized representatives of the LPA may at all reasonable times review and inspect the SERVICES under this CONTRACT and any addenda or amendments thereto. Authorized representatives of the FHWA

may also review and inspect the SERVICES under this CONTRACT should funds of the United States of America be in any way utilized in payment for said SERVICES. Such inspection shall not make the United States of America a party to this CONTRACT, nor will FHWA interfere with the rights of either party hereunder.

All reports, drawings, studies and maps prepared by and for the CONSULTANT, shall be made available to authorized representatives of the LPA for inspection and review at all reasonable times in the General Offices of the LPA. Authorized representatives of the FHWA may also review and inspect said reports, drawings, studies and maps prepared under the CONTRACT should funds of the United States of America be in any way utilized in payment for the same. Acceptance by the LPA shall not relieve the CONSULTANT of its professional obligation to correct, at its expense, any of its breaches, errors and/or omissions, in the final version of the work.

The CONSULTANT shall be responsible for performance of and compliance with all terms of this CONTRACT, including the Scope of Work and other exhibits attached to this contract, and including any technical specifications and special requirements of the LPA, and shall be responsible for errors and/or omissions, including those as to conduct and care, format and content, for all aspects of the CONTRACT, and including professional quality and technical accuracy of all designs, drawings, specifications, and other services furnished by the CONSULTANT.

Failure to comply with any terms of this CONTRACT shall be corrected by the CONSULTANT without additional compensation.

If any breach of CONTRACT, is discovered by LPA personnel after final acceptance of the work by the LPA, then the CONSULTANT shall, without additional compensation, cure any deficiency or breach including errors and/or omissions in designs, plans, drawings, specifications, or other services.

In the event that the project schedule requires that a breach of this CONTRACT be corrected by someone other than the CONSULTANT then the actual costs incurred by the LPA for such corrections shall be the responsibility of the CONSULTANT. The LPA shall give the CONSULTANT an opportunity to correct said breach unless (1) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach within the schedule established by the LPA, or (2) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach to the satisfaction of the LPA.

In the event that the CONSULTANT breaches this CONTRACT, and the breaches of the CONSULTANT are discovered during the construction phase, then an accounting of all costs incurred by the LPA resulting from such breach, including errors and/or omissions, will be made and such amount will be recovered from the CONSULTANT.

ARTICLE IX. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

The CONSULTANT shall indemnify, defend and hold harmless the LPA and all its officers, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any negligent act, actions, neglect or omission by the CONSULTANT, its agents, employees, or subcontractors during the performance of this CONTRACT, whether direct or indirect, and whether to any person or property for which LPA or said parties may be subject, except that neither the CONSULTANT nor any of his agents or subcontractors will be liable under this provision for damages arising out of the injury or damage to persons or property solely caused or resulting from the negligence of the LPA or any of its officers, agents or employees.

The CONSULTANT'S obligations under this Article, including the obligations to indemnify, defend, hold harmless, pay reasonable attorney fees or, at the LPA'S option, participate and associate with the LPA in the defense and trial or arbitration of any damage claim, lien or suit and any related settlement negotiations, shall be initiated by the LPA'S notice of claim for indemnification to the CONSULTANT.

Only an adjudication or judgment after the highest appeal is exhausted specifically finding the LPA entirely responsible shall excuse performance of this provision by the CONSULTANT. In such case, the LPA shall pay all costs and fees related to this obligation and its enforcement. Should there be a finding of dual or multiple liability, costs and fees shall be apportioned accordingly.

In conjunction herewith, the LPA agrees to notify CONSULTANT in writing as soon as practicable after receipt or notice of any claim involving CONSULTANT. These indemnities shall not be limited by reason of the listing of any insurance coverage below.

ARTICLE X. INSURANCE

Prior to beginning the work, the CONSULTANT shall obtain and furnish certificates to the LPA for the following minimum amounts of insurance:

- A. Workers' Compensation Insurance in accordance with the laws of the State of Mississippi.
- B. Public Liability Insurance in an amount not less than one million dollars (\$1,000,000.00) on account of any one occurrence.
- C. Property Damage Insurance in an amount not less than five hundred thousand dollars (\$500,000.00) from damages on account of any one occurrence, with an aggregate limit of not less than one million dollars (\$1,000,000.00).
- D. Valuable Documents Insurance, whether as a part of the property damage insurance referenced above or as separate insurance, in an amount sufficient to cover all costs associated with repairing, restoring or replacing any documents kept or created by Consultant as a part of the Services, in the event of casualty to, or loss or theft of such documents.
- E. Errors and Omissions Insurance, in an amount not less than one million dollars (\$1,000,000.00) per incident; one million dollars (\$1,000,000.00) aggregate.
- F. Comprehensive Automobile Liability Insurance, with a combined single limit for bodily injury and property damage of not less than one million dollars (\$1,000,000.00) per incident with respect to CONSULTANT's (owned, hired or non-owned) vehicles, assigned to or used in the performance of services.

The LPA shall be listed as a certificate holder of insurance on any of the insurance required under this CONTRACT.

In the event that the CONSULTANT retains any subcontractor or other personnel to perform SERVICES or carry out any activities under or incident to work on any project or phase of this CONTRACT, CONSULTANT agrees to obtain from said subcontractor or other personnel, certificates of insurance demonstrating that said subcontractor or other personnel has all of the above coverage, or to include said subcontractor or other personnel within CONSULTANT's coverage for the duration of said PROJECT or phase for which said subcontractor or other personnel is employed.

The Insurance coverage recited above shall be maintained in full force and effect by CONSULTANT during the life of this CONTRACT. Should CONSULTANT cease to carry the errors and omissions coverage listed above for any reason, it shall obtain "tail" coverage at the same limits for a period of not less than three (3) years subsequent to policy termination or contract termination, whichever is longer. Should CONSULTANT change insurance carriers for errors and /or coverage, it shall obtain a "retroactive coverage" endorsement from its new insurance carrier.

Insurance carriers must be admitted to do business in the State of Mississippi by the Mississippi Insurance Department.

A certificate of insurance acceptable to the LPA shall be issued to the LPA by the CONSULTANT prior to the execution of this CONTRACT by the CONSULTANT and thereafter on an annual basis for the duration of this CONTRACT as evidence that policies providing the required coverage, conditions and limits are in full force and effect. Such certificate shall identify this CONTRACT and contain provisions that coverage afforded under the policies will not be cancelled, terminated, or materially altered until at least thirty (30) days prior written notice has been given to the LPA.

The CONSULTANT will furnish certified copies, upon request, of any or all of the policies and/or endorsements to the LPA prior to the execution of this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT.

The CONSULTANT shall provide the LPA any and all documentation necessary to prove compliance with the insurance requirements of this CONTRACT as such documentation is requested, from time to time, by the LPA.

If the CONSULTANT fails to procure or maintain required insurance, the LPA may immediately elect to terminate this CONTRACT or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the LPA shall be repaid by the CONSULTANT to the LPA upon demand, or the LPA may offset the cost of the premiums against any monies due to the CONSULTANT from the LPA.

ARTICLE XI. COVENANT AGAINST CONTINGENT FEES AND LOBBYING

The CONSULTANT shall comply with the relevant requirements of all federal, state or local laws. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of the CONTRACT. The CONSULTANT warrants that it shall not contribute any money, gift or gratuity of any kind, either directly or indirectly to any employee of the LPA, or to any employee of the Mississippi Department of Transportation. For breach or violation of this warranty, the LPA shall have the right to terminate this CONTRACT without liability, and the CONSULTANT shall forfeit any sums due hereunder at the time of such breach and may be barred from performing any future services for the LPA or participating in any future contracts with the LPA.

ARTICLE XII. EMPLOYMENT OF LPA'S PERSONNEL

The CONSULTANT shall not employ any person or persons in the employ of the LPA for any work required by the terms of this CONTRACT, without the written permission of the LPA, except as may otherwise be provided for herein.

ARTICLES XIII. MODIFICATION

If, prior to the satisfactory completion of the SERVICES under this CONTRACT, the LPA materially alters the scope, character, complexity or duration of the SERVICES from those required under this CONTRACT, a supplemental agreement may be executed between the parties. Also, a supplemental agreement may be executed between the parties in the event that both parties agree the CONSULTANT's compensation should be increased due to an unanticipated increase in the nature, scope or amount of work necessary to properly provide the SERVICES required on any particular phase or project begun hereunder.

Oral agreements or conversations with the LPA, any individual member of the LPA, officer, agent, or employee of the Mississippi Department of Transportation, either before or after execution of this

CONTRACT, shall not affect or modify any of the terms or obligations contained in this CONTRACT. All modifications to this CONTRACT, amendments or addenda thereto must be submitted in writing and signed by the parties thereto before any work is commenced.

The CONSULTANT may not begin work on any modifications, amendments, or addenda prior to receiving a Notice to Proceed.

Minor changes in the proposal which do not involve changes in the compensation, extensions of time or changes in the goals and objectives of the CONTRACT may be made by written notification of such change by either the LPA or the CONSULTANT to the other party, and shall become effective upon written acceptance thereof (i.e. letter agreement).

ARTICLE XIV. SUBLETTING, ASSIGNMENT OR TRANSFER

It is understood by the parties to this CONTRACT that the work of the CONSULTANT is considered personal by the LPA. The CONSULTANT shall not assign, sublet or transfer any or all of its interest in this CONTRACT without prior written approval of the LPA. Under no circumstances will CONSULTANT be allowed to sublet more than 60% of the work required under this contract. It is clearly understood and agreed that specific projects or phases of the work may be sublet in their entirety provided that CONSULTANT performs at least 40% of the overall contract with its own forces. Consent by the LPA to any subcontract shall not relieve CONSULTANT from any of its obligations hereunder, and CONSULTANT is required to maintain final management responsibility with regard to any such subcontract.

The LPA reserves the right to review all subcontract documents prepared in connection with this CONTRACT, and the CONSULTANT agrees that it shall submit to the LPA any proposed subcontract document together with subcontractor cost estimates for review and written concurrence of the LPA in advance of their execution.

ARTICLE XV. OWNERSHIP OF PRODUCTS AND DOCUMENTS AND WORK MADE FOR HIRE

The CONSULTANT agrees that all reports, computer information and access, drawings, studies, notes, maps and other data, prepared by and for them under the terms of this CONTRACT shall be delivered to, become and remain in the property of the LPA upon creation and shall be delivered to the LPA upon termination or completion of work, or upon request of the LPA regardless of any claim or dispute between the parties. All such data shall be delivered within thirty (30) days of receipt of a written request by the LPA.

The CONSULTANT and the LPA intend and agree that this CONTRACT to be a contract for services and each party considers the products and results of the services to be rendered by the CONSULTANT hereunder, including any and all material produced and/or delivered under this CONTRACT (the "Work"), to be a "work made for hire" under U.S. copyright and all applicable laws. The CONSULTANT acknowledges and agrees that the LPA owns all right, title, and interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto.

If for any reason the Work would not be considered a work made for hire under applicable law, or in the event this CONTRACT is determined to be other than a contract or agreement for a work made for hire, the CONSULTANT does hereby transfer and assign to the LPA, and its successors and assigns, the entire right, title, and interest in and to any Work prepared hereunder including, without limitation, the following: the copyright and all trademark, patent, and all intellectual property rights in the Work and any registrations and copyright, and/or all other intellectual property, applications relating thereto and any renewals and extensions thereof; all works based upon, derived from, or incorporating the Work; all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto; all causes of action, either in law or in equity, for past, present, or future infringement based on the copyrights

and/or all other intellectual property; all rights, including all rights to claim priority, corresponding to the foregoing in the United States and its territorial possessions and in all foreign countries. The CONSULTANT agrees to execute all papers and perform such other proper acts as the LPA may deem necessary to secure for the LPA or its designee the rights herein assigned.

The LPA may, without any notice or obligation of further compensation to the CONSULTANT, publish, re-publish, anthologize, use, disseminate, license, or sell the Work in any format or medium now known or hereafter invented or devised. The LPA'S rights shall include, without limitation, the rights to publish, re-publish, or license a third party to publish, re-publish, or sell the Work in print, on the World Wide Web, or in any other electronic or digital format or database now known or hereafter invented or devised, as a separate isolated work or as part of a compilation or other collective work, including a work different in form from the first publication, and to include or license a third party to include the Work in an electronic or digital database or any other medium or format now known or hereafter invented or devised.

The CONSULTANT shall obtain any and all right, title, and interest to all input and/or material from any third party subconsultant, or any other party, who may provide such input and/or material to any portion of the Work so that said right, title, and interest, and all such interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto, shall belong to the LPA.

For any intellectual property rights currently owned by third parties or by the CONSULTANT and not subject to the terms of this CONTRACT, the CONSULTANT agrees that it will obtain or grant royalty-free, nonexclusive, irrevocable license(s) for or to the LPA at no cost to the LPA to use all copyrighted or copyrightable work(s) and all other intellectual property which is incorporated in the material furnished under this CONTRACT. Further, the CONSULTANT warrants and represents to the LPA that it has obtained or granted any and all such licensing prior to presentation of any Work to the LPA under this CONTRACT. This obligation of the CONSULTANT does not apply to a situation involving a third party who enters a license agreement directly with the LPA.

The CONSULTANT warrants and represents that it has not previously licensed the Work in whole or in part to any third party and that use of the Work in whole or in part will not violate any rights of any kind or nature whatsoever of any third party. The CONSULTANT agrees to indemnify and hold harmless the LPA, its successors, assigns and assignees, and its respective officers, directors, agents and employees, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees), arising out of or in any way connected with any breach of any representation or warranty made by CONSULTANT herein.

ARTICLE XVI. PUBLICATION AND PUBLICITY

The CONSULTANT agrees that it shall not for any reason whatsoever communicate to any third party, with the exception of the MDOT and the FHWA, in any manner whatsoever concerning any of its CONTRACT work product, its conduct under the CONTRACT, the results or data gathered or processed under this CONTRACT, which includes, but is not limited to, reports, computer information and access, drawings, studies, notes, maps and other data prepared by and for the CONSULTANT under the terms of this CONTRACT, without prior written approval from the LPA, unless such release or disclosure is required by judicial proceeding. The CONSULTANT agrees that it shall immediately refer any third party who requests such information to the LPA and shall also report to the LPA any such third party inquiry, with the exception of the MDOT and/or the FHWA. This Article shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the CONSULTANT to defend itself from any suit or claim.

IT IS FURTHER AGREED, that all approved releases of information, findings, and recommendations shall include a disclaimer provision and that all published reports shall include that disclaimer on the cover and title page in the following form:

The opinions, findings, and conclusions in this publication are those of the author(s) and not necessarily those of the Local Public Agency, Mississippi Department of Transportation, Mississippi Transportation Commission, the State of Mississippi, or the Federal Highway Administration.

ARTICLE XVII. CONTRACT DISPUTES

This CONTRACT shall be deemed to have been executed in *insert County name here* County, Mississippi, and all questions including, but not limited to, questions of interpretation, construction and performance shall be governed by the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect to this CONTRACT shall be brought in a court of competent jurisdiction in Forrest County, State of Mississippi. The CONSULTANT expressly agrees that under no circumstances shall the LPA be obligated to or responsible for payment of an attorney's fee for the cost of legal action to or on behalf of the CONSULTANT.

ARTICLE XVIII. COMPLIANCE WITH APPLICABLE LAW

- A. The undersigned certify that to the best of their knowledge and belief, the foregoing is in compliance with all applicable laws.
- B. The CONSULTANT shall observe and comply with all applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this CONTRACT or that may later become effective.
- C. The CONSULTANT shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this CONTRACT because of race, creed, color, sex, national origin, age or disability.
- D. IT IS FURTHER SPECIFICALLY AGREED that the CONSULTANT shall comply and shall require its subcontractors to comply with the regulations for COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and all other applicable federal regulations as stated in "Exhibit 5" which is incorporated herein by reference.
- E. It is agreed that the CONSULTANT will comply with the provisions set forth in Department of Transportation, 49 CFR, Section 18, Et Seq., regarding Uniform Administrative Requirements for Grants and Cooperative agreements in its administration of this CONTRACT or any subcontract resulting herefrom.
- F. The CONSULTANT agrees that it will abide by the provisions of 49 CFR Section 26 regarding disadvantaged business enterprises and include the certification made in "Exhibit 5" to this CONTRACT in any and all subcontracts which may result from this CONTRACTS.
- G. The CONSULTANT shall comply and shall require its subconsultants to comply with Code of Federal Regulations CFR 23 Part 634 - Worker Visibility – as stated in "Exhibit 5".

- H. **IMMIGRANT STATUS CERTIFICATION.** The CONSULTANT represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does not knowingly employ persons in violation of the United States immigration laws. The CONSULTANT further represents that it is registered and participating in the Department of Homeland Security's E-Verify™ employment eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subcontractors and vendors who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested. The CONSULTANT acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The CONSULTANT also acknowledges liability for any additional costs incurred by the LPA due to such contract cancellation or loss of license or permit. The CONSULTANT is required to provide the certification on Exhibit 9 in this CONTRACT to the LPA verifying that the CONSULTANT and subconsultant(s) are registered and participating in E-Verify prior to execution of this CONTRACT.
- I. The covenants herein shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

ARTICLE XIX. WAIVER

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time, or of any other provision hereof, nor shall it be construed to be a modification of the terms of this CONTRACT.

ARTICLE XX. SEVERABILITY

If any terms or provisions of this CONTRACT are prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this CONTRACT shall not be affected thereby and each term and provision of this CONTRACT shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE XXI. ENTIRE AGREEMENT

This CONTRACT constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating thereto.

ARTICLE XXII. CONFLICT OF INTEREST

The CONSULTANT covenants that no public or private interests exist and none shall be acquired directly or indirectly which would conflict in any manner with the performance of the CONSULTANT'S CONTRACT. The CONSULTANT further covenants that no employee of the CONSULTANT or of any subconsultant(s), regardless of his/her position, is to personally benefit directly or indirectly from the performance of the SERVICES or from any knowledge obtained during the CONSULTANT'S execution of this CONTRACT.

ARTICLE XXIII. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the LPA to proceed under this CONTRACT is conditioned upon the availability of funds, the appropriation of funds by the Mississippi

Legislature, and the receipt of state and/or federal funds. If, at any time, the funds anticipated for the fulfillment of this CONTRACT are not forthcoming or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the LPA for the performance of this CONTRACT, the LPA shall have the right, upon written notice to the CONSULTANT, to immediately terminate or stop work on this CONTRACT without damage, penalty, cost, or expense to the LPA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

ARTICLE XXIV. STOP WORK ORDER

A. **Order to Stop Work.** The LPA may, by written order to the CONSULTANT at any time, and without notice to any surety, require the CONSULTANT to stop all or any part of the work called for by this CONTRACT. This order shall be for a specified period not exceeding twenty-four (24) months after the order is delivered to the CONSULTANT unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the CONSULTANT shall forthwith comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the LPA shall either:

- (1) cancel the stop work order; or
- (2) terminate the work covered by such order according to and as provided in Article III of this CONTRACT.

Prior to the LPA'S taking official action to stop work under this CONTRACT, the Executive Director of MDOT may notify the CONSULTANT, in writing, of MDOT'S intentions to ask the LPA to stop work under this CONTRACT. Upon notice from the Executive Director of MDOT, CONSULTANT shall suspend all activities under this CONTRACT, pending final action by the LPA.

B. **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONSULTANT shall have the right to resume work. If the LPA decides that it is justified, an appropriate adjustment may be made in the delivery schedule. If the stop work order results in an increase in the time required for or in the CONSULTANT'S cost properly allocable to the performance of any part of this CONTRACT and the CONSULTANT asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in this CONTRACT may be made by written modification of this CONTRACT as provided by the terms of this CONTRACT.

C. **Termination of Stopped Work.** If a stop work order is not canceled and the work covered by such order is terminated, the CONSULTANT may be paid for services rendered prior to the Termination. In addition to payment for services rendered prior to the date of termination, the LPA shall be liable only for the costs, fees, and expenses for demobilization and close out of this CONTRACT, based on actual time and expenses incurred by the CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE XXV. KEY PERSONNEL & DESIGNATED AGENTS

CONSULTANT agrees that Key Personnel identified as assigned to this PROJECT shall not be changed or reassigned without prior approval of the LPA or, if prior approval is impossible, and then notice to the LPA and subsequent review by the LPA which may approve or disapprove the action. For purposes of implementing this section and all other sections of this CONTRACT with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise identified in the addenda hereto:

LPA:

For Contractual Matters:
Honorable Mayor Johnny L. DuPree, PhD
200 Forrest St.
Hattiesburg, MS 39401
Phone: 601.545.4501
Fax: 601.545.4608
jdupree@hattiesburgms.com

For Technical Matters:
Bert Kuyrkendall, P.E.
212 West Front St.
Hattiesburg, MS 39401
Phone: 601.545.4540
Fax: 601.545.4642
bkuyrkendall@hattiesburgms.com

CONSULTANT:

For Contractual Matters:
John T. Weeks, P.E.
301 2nd Ave
Hattiesburg, MS 39401
Phone: 601.544.1821
Fax: 601.544.0501
john@sd-w.com

For Technical Matters:
John T. Weeks, P.E.
301 2nd Ave
Hattiesburg, MS 39401
Phone: 601.544.1821
Fax: 601.544.0501
john@sd-w.com

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers/Architects and Surveyors:

P.E. # 18912

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers/Architect's and Surveyors:

P.E.# 18912

ARTICLE XXVI. AUTHORIZATION

Both parties hereto represent that they have authority to enter into this CONTRACT and that the individuals executing this CONTRACT are authorized to execute it and bind their respective parties and certified copies of the applicable LPA Order and the Resolution of the Corporate Board of Directors of the CONSULTANT are attached hereto as "Exhibit 1" and incorporated herein by reference and made a part hereof as if fully copied herein in words and figures.

WITNESS this my signature in execution hereof, this the ____ day of _____, 2012.

City of Hattiesburg

Honorable Mayor Johnny L. DuPree, PhD

WITNESS this my signature in execution hereof, this the 10th day of May, 2012.

Shows, Dearman and Waits

BY: *John T. Weeks*
John T. Weeks, P.E.

ATTEST: *Natalie D. Brown*

Exhibits attached hereto and incorporated by reference into this contract include those identified on the attached page entitled "List of Exhibits".

LIST OF EXHIBITS

1. Evidence of Authority
2. General Scope of Work and Common Specifications
3. Fees and Expenses.
4. Sample Invoice
5. Notice to the CONSULTANT
6. CONSULTANT's Certification Regarding Debarment, Suspension and Other Responsibility Matters.
7. Certification of LPA
8. *{This Exhibit was intentionally left blank}*
9. Prime Consultant EEV Certification and Agreement

EXHIBIT 1

WIDENING OF HARDY STREET

CITY of HATTIESBURG

FORREST COUNTY

PROJECT No. HPP-6098-00(007)LPA-105194-801000

MINUTES OF A SPECIAL MEETING OF THE
BOARD OF DIRECTORS OF SHOWS, DEARMAN & WAITS, INC.
HELD ON SEPTEMBER 7, 2011

A special meeting of the Board of Directors of Shows, Dearman & Waits, Inc. was held at the offices of the corporation in Hattiesburg, Mississippi on September 7, 2011, pursuant to a Waiver of Notice signed by all of the Directors.

Directors present were Kyle D. Wallace, Nicholas M. Connolly, Shea E. McNease and John T. Weeks. Kyle D. Wallace served as Chairman of the meeting and Rene' R. Culpepper served as Secretary.

The Chairman brought to discussion the suggestion that Shows, Dearman & Waits, Inc. allow John T. Weeks to be authorized to sign contracts with the City of Hattiesburg, Mississippi for engineering services. After discussion the recommendation was unanimously adopted as follows:

"RESOLVED, that the officers of the corporation agree to allow John T. Weeks authorization to sign contracts for engineering services with the City of Hattiesburg, Mississippi."

There being no further business, the meeting was adjourned.


Rene' R. Culpepper, Secretary

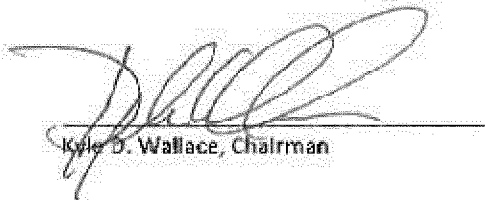

Kyle D. Wallace, Chairman

EXHIBIT 2

Scope of Work

ENGINEERING ADMINISTRATION:

The engineering administration of construction will be the responsibility of the LPA acting through the CONSULTANT, and will be subject to inspection and approval of the Chief Engineer of the MISSISSIPPI D.O.T., (hereinafter designated as the MDOT), and of the Federal Highway Administration (FHWA) or their representatives.

CONSTRUCTION ENGINEERING SERVICES:

Construction engineering services shall consist of all engineering work, respectively, involved from the contract stage, beginning the date of FHWA/MDOT concurrence in award of the construction contract, through the preparation and submission of the final estimate and supporting documents to the MDOT, and shall include the following:

A. Setting of all stakes to control the work unless otherwise performed by the contractor as dictated by the construction plans, and the resident Project Engineer and other controls to insure that work is performed in accordance with the plans and specifications. All materials to be used in the construction of this project shall be tested and certified by the CONSULTANT as meeting the requirements of the approved plans and specifications in accordance with Federal Aid Policy Guide (FAPG) 23CFR637B, Construction Inspection and Approval.

B. The CONSULTANT shall promptly prepare, verify and recommend payment of all eligible Contractor's estimates: he shall maintain a project daily diary as the official project record for each project, showing the Contractor's daily operation; and the Engineer daily activities by names, function performed and hours worked. He shall check and verify the quantities of all materials incorporated in the project; and shall make prompt preparation and submission of the final estimate and supporting documents to the LPA for approval and payment. He shall likewise make such records available at all reasonable times during the contract period. These records, documents, and data shall be available for inspection by the LPA, MDOT, and the Federal Highway Administration and any other authorized representative of the Federal Government, and copies thereof shall be furnished if requested.

C. **Subsurface Conditions and Utilities.** LPA recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of CONSULTANT or CONSULTANT's subconsultants with appropriate equipment may fail to detect certain hidden conditions. LPA also recognizes that actual environmental, geological and geotechnical conditions that CONSULTANT properly inferred to exist between sampling points may differ significantly from those that actually exist.

CONSULTANT will locate utilities which will affect the project from information provided by the LPA and utility companies and from CONSULTANT's surveys. In that these utility locations are based, at least in part, on information from others, CONSULTANT cannot and does not warrant their completeness and accuracy.

- D. The duties, responsibilities, and limitations of authority of the resident Project Engineer are listed in this scope of work.

A LISTING OF THE DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT ENGINEER.

The CONSULTANT shall furnish a resident Project Engineer, assistants and other field staff to inspect performance of the Work of the CONTRACTOR. Through more extensive on-site inspections of the Work in progress and field checks of materials and equipment by the resident Project Engineer and assistants, the CONSULTANT shall endeavor to provide further protection for the LPA against defects and deficiencies in the Work; but, the furnishing of such services will not make the CONSULTANT responsible for or guarantee the CONTRACTOR'S performance. The duties and responsibilities of the resident Project Engineer are limited to this agreement with the LPA and in the construction Contract Documents, and are further limited and described as follows:

I. General:

The resident Project Engineer's dealings in matters pertaining to the on-site work shall in general be with the CONTRACTOR, keeping the LPA advised as necessary. The resident Project Engineer dealings with subcontractors shall only be through or with the full knowledge and approval of the CONTRACTOR. The resident Project Engineer shall generally communicate with the LPA.

II. Duties and Responsibilities of the resident Project Engineer:

A. Schedules:

Review progress schedule of Shop Drawing submittals and schedule of values prepared by the CONTRACTOR and consult with the LPA concerning acceptability.

B. Conferences and Meetings:

Attend meetings with the CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

C. Liaison:

- a. Work principally through the CONTRACTOR'S superintendent and assist in understanding the intent of the Contract Documents; and serve as the LPA'S liaison with the CONTRACTOR when the CONTRACTOR's operations affect the LPA's on-site operations.

- b. Assist in obtaining from the LPA additional details or information, when required for Proper execution of the Work.

D. Shop Drawings and Samples:

- a. Record the date of receipt of Shop Drawings and samples.

- b. Take samples and receive samples which are furnished at the site by the CONTRACTOR, and notify the LPA of availability of samples for examination.
 - c. Advise the LPA and the CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by the CONSULTANT.
- E. Review of Work, Rejection of Defective Work, Inspections and Tests:
 - a. Conduct on-site observations of the Work in progress to determine if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to the LPA any Work that is believed to be unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the LPA of Work that should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that the CONTRACTOR maintains adequate records thereof, and observe, record and report to the LPA appropriate details relative to the test procedures and startups.
 - d. Accompany visiting inspectors representing the public or other agencies having jurisdiction over the Project, record the results of these inspections and report to the LPA.
- F. Interpretation of Contract Documents:

Report to the LPA when clarifications and interpretation of the Contract Documents are needed and transmit to the CONTRACTOR clarifications and interpretations as issued by the LPA.
- G. Modifications:

Consider and evaluate the CONTRACTOR'S suggestions for modifications in Drawings or Specifications and report to the LPA. Transmit to the CONTRACTOR decisions as issued by the LPA.
- H. Records:
 - a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, clarification and interpretations of the Contract Documents, progress reports, and other Project related documents.
 - b. Keep a diary signed daily, recording the CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities of the prime contractors and all subcontractors, decisions, observations in

general, and specific observations in more detail as in the case of observing test procedures; and send copies to the LPA.

- c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.

I. Reports:

- a. Furnish the LPA periodic reports as required of progress of the Work and of the CONTRACTOR'S compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
- b. Consult with the LPA in advance of scheduled major tests, inspections or start of important phases of the Work.
- c. Draft proposed Supplemental Agreements, Quantity Adjustments and Work Directive Changes, obtaining backup material from the CONTRACTOR; and recommend Supplemental Agreements, Quantity Adjustments, Work Directive Changes, and Field Orders to the LPA.
- d. Report immediately to the LPA upon the occurrence of any accident.

J. Payment Requests:

- a. Review applications for payment with the CONTRACTOR for compliance with the established procedure for their submission and forward to the LPA, noting particularly the relationship of the payment requested to the schedule of values and Work completed and materials and equipment delivered to the site but not incorporated in the Work.

K. Certificates, Maintenance and Operation Manuals:

During the course of the Work verify that certificates, maintenance and operations manuals and other data required to be assembled and furnished by the CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to the LPA prior to final payment for the Work.

L. Completion:

- a. Before issuing a Certificate of Substantial Completion, submit a list of observed items requiring completion or correction to the Contractor.
- b. Conduct a final inspection in the company of the LPA, the CONTRACTOR, the MDOT, & FHWA, and prepare a final list of items to be completed or corrected.
- c. Observe that all items on the final list have been completed or corrected and make recommendations to the LPA concerning acceptance.

III. Limitations of Authority

The resident Project Engineer:

- A. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by the LPA.
- B. Shall not exceed the limitations of the LPA'S authority as set forth in the Contract Documents.
- C. Shall not undertake any of the responsibilities of the CONTRACTOR, subcontractors or the CONTRACTOR's superintendent.
- D. Shall not advise on, issue directions relative to, or assume control over any aspect of the means, method, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- E. Shall not accept Shop Drawings or sample submittals from anyone other than the Contractor.
- F. Shall not authorize the LPA to occupy the Project in whole or in part.
- G. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by LPA.

EXHIBIT 3

FEES AND EXPENSES

The LPA shall pay the CONSULTANT on a Labor-Hour/Unit Cost Basis, with an upset limit of **\$92,989.96** for the satisfactory completion of the Scope of Work set forth under "Exhibit 2", hereto, for all salaries, overhead, direct costs and the CONSULTANT'S fixed fees attributable to this CONTRACT.

All charges for services must be substantiated by supporting data, i.e. certified time sheets, daily logs, check stubs, pay vouchers, etc.

Direct Costs:

Direct Costs are those expenses deemed reasonably necessary by the LPA for the successful completion of the Scope of Work, which are charged directly to the project and not included in overhead. These direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. The LPA will reimburse the CONSULTANT'S actual documented expenses; or the amount allowable under the current edition of the MDOT State Travel Handbook, whichever is lower. Except as otherwise specifically provided herein, the procedures generally outlined in the MDOT State Travel Handbook shall govern the allowability of any expense reimbursement. (e.g. no meal reimbursement when there is no overnight stay).

Labor Hour / Unit-cost Rates:

Labor Hour as the term is used herein shall include all direct salaries, audited overhead rate (as approved by MDOT), and profit. The audited overhead rate shall consist of fringe benefits and the general overhead. Unit-costs, as the term is used herein shall include all direct costs and profit. Labor Hour / Unit-Costs are not subject to any adjustments on the basis of the CONSULTANT's cost experience in performing the PROJECT. The Labor Hour / Unit-costs shall be paid based on the rates established in EXHIBIT 3 (found in Table 1: Rate Schedule for Labor Hours). Once the LPA has approved and accepted the work of the CONSULTANT, the LPA will pay the CONSULTANT any unpaid amounts of the PROJECT.

Table 1: Rate Schedule for Labor Hours

LABOR CLASSIFICATION	Rate (2012)
Project Engineer (John T. Weeks, P.E.)	\$105.71
Inspector	\$72.33
Clerical	\$27.82

SCHEDULE OF MAXIMUM RATES, EXPENSES & FEES:

Contract Maximums:

Under no circumstances shall the amount payable by the LPA for this CONTRACT exceed \$92,989.96 (Total of all Charges) without the prior written consent of both parties

Fee and Expense Summary

Labor Cost	Direct Cost	SubConsultant	Total
\$86,906.80		\$6,083.16	\$92,989.96

COST FEE BREAKDOWN

Classification	Hours	Hourly Wage	Overhead % (approved by audit)	Overhead Costs	Profit Costs	Total Labor Rate	Total Labor cost
Project Engineer	180	\$38.00	148.37	\$56.38	\$11.33	\$105.71	\$19,027.80
Electrical	900	\$26.00	148.37	\$38.58	\$7.75	\$72.33	\$65,097.00
Clerical	100	\$10.00	148.37	\$14.84	\$2.98	\$27.82	\$2,782.00

Total Labor

\$86,906.80

Direct Costs:

Mileage 0.00
Lodging 0.00
Meals 0.00
0.00

Total Direct Cost

- \$0.00

Subconsultant Cost:

Geocon Laboratories \$6,083.16

Total Subconsultant Cost

\$6,083.16

*** All subconsultants must also provide back-up ***

Project Total

\$92,989.96

GeoCon Laboratories, Inc.

104 N. 12th Ave. • P. O. Box 16371 • Hattiesburg, MS 39404 • Phone 601-544-8378 • Fax 601-545-8378

Hardy St. Widening, Mill & Overlay

Hattiesburg, MS

Project No. HPP-6098-00(007)LPA/105194-801000

Testing Fee Proposal

Classification	Hours	Rate of Pay	Extension
Engineer Tech - Concrete	62	14.00	\$868.00
Engineer Tech - Soils	4	14.00	\$56.00
Clerical	13	13.46	\$174.98
Raw Labor			\$1,098.98
Overhead	142.80%		\$1,569.34
Total Labor + OH			\$2,668.32
Fixed Fee	10%		\$266.83
Direct Costs:			
Laboratory Testing			
Atterberg Limits	2 tests @	\$50.00 /test	100.00
Sieve Analysis (soil), w/#200 wash	2 tests @	\$125.00 /test	250.00
Standard Proctor	4 tests @	\$150.00 /test	600.00
Field Density Tests	21 tests @	\$30.00 /test	630.00
Concrete Compression	98 tests @	\$16.00 /test	1,568.00
Total Direct Costs			3,148.00
Total			6,083.16

EXHIBIT 4

SAMPLE INVOICE [Labor-Hour/Unit Cost]

LPA's name
LPA's address

DATE:

ATTENTION: LPA, Consultant Services Administrator

INVOICE NO. 0000
PERIOD , 20 THROUGH , 20
PROFESSIONAL SERVICES IN ACCORDANCE WITH
CONTRACT DATED , 20 , AS RELATES TO
PROJECT NO. - - IN COUNTY, HIGHWAY .

CONSULTANT:
CUSTOMER NUMBER 0000000000 FILE NO. 000-000000
REPORT NUMBER: 0000 through 00000

	CURRENT PERIOD	PREVIOUS ESTIMATE	TOTAL ALLOWED TO DATE
* DIRECT SALARIES	\$	\$	\$
** DIRECT COSTS	\$	\$	\$
PROJECT TOTAL	\$	\$	\$

AMOUNT DUE THIS INVOICE: \$

NOTE:

1. * ATTACH SUPPORTING DATA
2. ** DIRECT COSTS (ATTACH SUPPORTING DATA)
3. THE CONSULTANT MAY USE ITS OWN INVOICE FORM SO LONG AS IT HAS BEEN APPROVED.
PRIOR TO SUBMISSION BY THE CONSULTANT SAID FORM SHOULD, AT A MINIMUM, CONTAIN THE ABOVE INFORMATION

SUPPORTING DATA

Project No. 00-0000-00-000-00
County _____

<u>Employee and Classification</u>	<u>Rate of Pay (in contract)</u>	<u>Current Period Hours</u>	<u>Previous Period Costs</u>	<u>Costs To Date</u>
DIRECT LABOR AND DIRECT COSTS				
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00
John P. Public, Jr Designer	0.00	0.000	0.00	0.00
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00
John P. Public, Jr Technician	0.00	0.00	0.00	0.00
Sub Total		0.00	0.00	0.00
Total Labor			0.00	0.00
Direct Costs			0.00	0.00
Project Total			0.00	0.00

EXHIBIT 5

NOTICE TO CONTRACTORS, FEDERAL-AID CONTRACT COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 COPELAND ANTI-KICKBACK ACT, DAVIS BACON ACT CONTRACT WORK HOURS AND SAFETY STANDARDS ACT CLEAN AIR ACT, ENERGY POLICY AND CONSERVATION ACT DISADVANTAGED BUSINESS ENTERPRISES, WORKER VISIBILITY

During the performance of this CONTRACT, the CONSULTANT, for itself, its assignees and successor-in-interest (hereinafter referred to as the "CONSULTANT") agrees as follows:

1. Compliance with Regulations: The CONSULTANT will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this CONTRACT.

2. Nondiscrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, religion, color, sex, national origin, age or disability in the selection and retention of subcontractors including procurement of materials and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the CONTRACT covers a program set forth in Appendix B of the Regulations. In addition, the CONSULTANT will not participate either directly or indirectly in discrimination prohibited by 23 C.F.R. 710.405(b).

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all Solicitations, either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this CONTRACT and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, national origin, age or disability.

4. Anti-kickback provisions: All contracts and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The CONSULTANT shall report all suspected or reported violations to the LPA.

5. Davis Bacon Act: When required by the federal grant program legislation, all construction contracts awarded to contractors and subcontractors in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week.

6. Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by or to contractors and subcontractors in excess of \$100,000 which involve the employment of mechanics or laborers shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety

Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Clean Air Act: Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clear Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (Contracts and subcontracts in amounts in excess of \$100,000).

8. Energy Policy and Conservation Act: Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

9. Disadvantaged Business Enterprises: It is the policy of the Mississippi Department of Transportation to comply with the requirements of 49 C.F.R. 26, to prohibit unlawful discrimination, to meet it's goal for DBE participation, to meet that goal whenever possible by race-neutral means, to create a level playing field, and to achieve that amount of DBE participation that would be obtained in an non-discriminatory market place. To meet that objective in any United States Department of Transportation assisted contracts, the LPA and the CONSULTANT shall comply with the "Mississippi Department of Transportation's Disadvantaged Business Enterprise Programs For United States Department Of Transportation Assisted Contracts".

Neither the CONSULTANT (Contractor), nor any sub-recipient or sub-contractor shall discriminate on the bases of race, color, national origin, or sex in the performance of this contract. The CONSULTANT (Contractor) shall carry out applicable requirements of 49 C.F.R. 26 in the award and administration of United States Department of Transportation assisted contracts. Failure of the CONSULTANT (Contractor) to carry out those requirements is a material breach of the contract which may result in the termination of this contract or such other remedies as the Mississippi Department of Transportation deems appropriate.

10. Worker Visibility: All workers within the right-of-way of a Federal-aid highway who are exposed either to traffic (vehicles using the highway for the purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel – personal protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107-2004 publication entitled "American National Standard for High-Visibility Safety Apparel and Headwear" – for compliance with 23 CFR, Part 634.

EXHIBIT 6

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - Certification in accordance with Section 29.510 Appendix A, C.F.R./Vol. 53, No. 102, page 19210 and 19211:

- (1) The CONSULTANT certifies to the best of its knowledge and belief that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default;
 - (e) has not either directly or indirectly entered into any agreement participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this CONTRACT.
- (2) The CONSULTANT further certifies, to the best of his/her knowledge and belief, that:
 - (f) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (g) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or any employee of a member of Congress in connection with this CONTRACT, Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U. S. Code prior to entering into this CONTRACT. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The CONSULTANT shall include the language of the

certification in all subcontracts exceeding \$100,000 and all sub-contractors shall certify and disclose accordingly.

I hereby certify that I am the duly authorized representative of the CONSULTANT for purposes of making this certification, and that neither I, nor any principal, officer, shareholder or employee of the above firm has:

(a) employed or retained for commission, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement,

(b) agreed, as an express or implied condition for obtaining this CONTRACT, to employ or retain the services of any firm or person in connection with carrying out the agreement, or

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as herein expressly stated (if any).

I acknowledge that this Agreement may be furnished to the Federal Highway Administration, United States Department of Transportation, in connection with the Agreement involving participation of Federal-Aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

SO CERTIFIED this 16th day of May, 2012.

CONSULTANT

BY: John W. Lee

ATTEST: Natalie Dallara

My Commission Expires: July 15, 2015

Notary

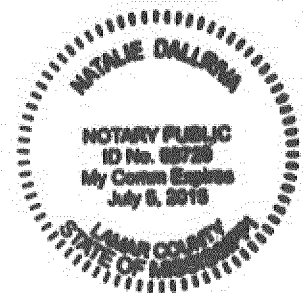


EXHIBIT 7

CERTIFICATION OF THE LPA

I hereby certify that I am the Chief Administrative Official, duly authorized by the LPA to execute this certification and that the above consulting firm or its representative has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, firm or person, or
- (b) pay, or agree to pay, to any firm, person organization, any fee, contribution, donation, or consideration of any kind except as here expressly stated (if any).

SO CERTIFIED on the _____ day of _____, 2012.

LPA : City of Hattiesburg

Honorable Mayor Johnny L. DuPree, PhD

ATTEST: _____

My Commission Expires _____

EXHIBIT 8

{Intentionally Left Blank}

EXHIBIT 9

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

By executing this Certification and Agreement, the undersigned verifies its compliance with the, "Mississippi Employment Protection Act," Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by the LPA, Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with the LPA has registered with and is participating in a federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L. 99-603,100 Stat 3359, as amended. The undersigned agrees to inform the LPA if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any entity(s) in connection with the performance of this CONTRACT, the undersigned will secure from such entity(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to the LPA, if requested, for the benefit of the LPA or this CONTRACT.

138162

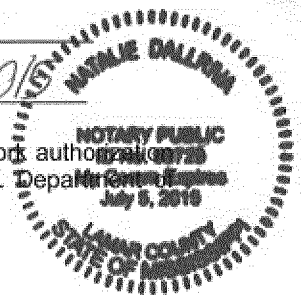
EEV* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the contract, ineligibility for any state or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the contract cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars (\$1,000.00) nor more than Ten Thousand Dollars (\$10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY: John Weeks 5-16-12
Authorized Officer or Agent Date
JOHN WEEKS VICE PRESIDENT
Printed Name of Authorized Officer or Agent Title of Authorized Officer or Agent of Contractor / Consultant

SWORN TO AND SUBSCRIBED before me on this the 16th day of May, 2012.

Natalie Callahan
NOTARY PUBLIC
My Commission Expires: July 5, 2015



* As of the effective date of the Mississippi Employment Protection Act, the applicable federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

CONSTRUCTION ENGINEERING & INSPECTION SERVICES CONTRACT

Widening of Hardy Street
Project No. **HPP-6098-00(007)LPA / 105194-801000**
Forrest County

THIS CONTRACT, is made and entered into by and between the *City of Hattiesburg*, a body Corporate of the State of Mississippi (the "LPA"), and, *Shows, Dearman and Waits* (the "CONSULTANT"), a S Corporation, duly registered to do business in the State of Mississippi, whose address for mailing is *301 Second Avenue, Hattiesburg, MS 39401*, effective as of the date of latest execution below.

WITNESSETH:

WHEREAS, the LPA proposes to perform the construction engineering services for the widening and overlay of Hardy Street between Hwy 49 and 21st Avenue, hereinafter called the "PROJECT"; and,

WHEREAS, the LPA desires to engage a qualified and experienced CONSULTANT to perform engineering services in connection with the PROJECT, all of which are hereinafter called the "SERVICES"; and,

WHEREAS, the CONSULTANT has represented to the LPA that it is experienced and qualified to provide those services, and the LPA has relied upon such representation; and,

WHEREAS, the CONSULTANT herein was chosen for their expertise in performing the services in connection with the PROJECT and found satisfactory by the LPA; which is now desirous of entering into a contract; and

WHEREAS, the CONSULTANT herein was chosen through the Consultant Selection Process pursuant to Mississippi Department of Transportation (hereinafter "MDOT") Standard Operating Procedure ADM-24-01-00-000; (March 1, 2001, as amended) and Federal Aid Policy Guide Part 172 and found satisfactory; to the end that both parties are now desirous of entering into a contract; and

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable considerations flowing unto the parties, the receipt and sufficiency of which is hereby acknowledged, the LPA and the CONSULTANT do hereby contract and agree as follows:

ARTICLE I. GENERAL RECITALS

CONSULTANT shall, for the agreed fees, furnish all engineering services and materials required to perform the tasks described in the Scope of Work for the proposed transportation project. In so doing, CONSULTANT shall meet the current industry standards as to general format and content and in addition thereto, any special requirements of the LPA.

THE LPA, in support of CONSULTANT will provide the CONSULTANT a Scope of Work shown in "Exhibit 2" hereto and any other data which may be of assistance to CONSULTANT and within the possession and control of the LPA.

Manuals, guides, and specifications applicable to this CONTRACT shall be those approved and/or adopted by MDOT and in effect on the effective date of this CONTRACT, unless otherwise specified in this Contract or subsequently directed by MDOT during the course of the CONTRACT.

ARTICLE II. SCOPE OF WORK

The CONSULTANT shall conduct the SERVICES in accordance with the Scope of Work attached to this CONTRACT as "Exhibit 2" and made a part hereof as if fully set forth herein. The performance of the SERVICES referred to in "Exhibit 2" shall be the primary basis for measurement of performance under this CONTRACT. The LPA specifically reserves the right and privilege to enlarge or reduce the scope; or to cancel this CONTRACT at any time.

ARTICLE III. CONTRACT TERM

This CONTRACT shall commence upon the latest date of execution below and continue until such time as the above named project is successfully completed to the satisfaction of the LPA at which time this CONTRACT shall absolutely and finally terminate.

The construction engineering services of the CONSULTANT under this contract shall start with the **date of FHWA/MDOT concurrence in the award of the construction contract by the LPA**, and be completed within 60 days after the final inspection and acceptance of the construction work performed by others. The services of the CONSULTANT are anticipated to be needed and completed in an expedient manner. It is understood that construction progress of force account work by the LPA and/or contractor's work shall influence the time period for the CONSULTANT's services. Therefore, it is necessary that construction be completed in accordance with the original time limit set forth in the original construction schedule. The estimated fees in the Cost/Fee breakdown are based on the initial construction time estimate as included in the Contract Documents. If the construction time extends beyond the contract time, through no fault of the CONSULTANT, the LPA agrees to pay the CONSULTANT for the construction engineering services to complete the project with or without Federal participation, subject to approval by MDOT and FHWA.

During the term of this CONTRACT, the LPA reserves the right to terminate this CONTRACT, subject to the approval of MDOT, in whole or in part, at any time, with or without cause, upon seven (7) days written notice to the CONSULTANT, notwithstanding any just claims by the CONSULTANT for payment of SERVICES rendered prior to the date of termination. The LPA must receive written approval from the MDOT Executive Director on behalf of the Mississippi Transportation Commission before the LPA can terminate this CONTRACT. The LPA shall be liable only for the costs, fees and expenses for demobilization and close out of contract, based on actual time and expenses incurred by CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE IV. TIME OF PERFORMANCE

TIME IS OF THE ESSENCE IN THIS CONTRACT. The CONSULTANT shall be prepared to perform its responsibilities for providing SERVICES commencing on the date of execution of the CONTRACT.

A Notice to Proceed shall be issued under authority from the LPA within 30 days after final execution of this CONTRACT. The CONSULTANT may not begin work on any feature of this PROJECT prior to receiving a Notice to Proceed from the LPA.

ARTICLE V. RELATIONSHIP OF THE PARTIES

The relationship of the CONSULTANT to the LPA is that of an independent contractor, and said CONSULTANT, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or

employee of the LPA by reason hereof. The CONSULTANT will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the LPA, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

All notices, communications, and correspondence between the LPA and the CONSULTANT shall be directed to the key personnel and agents designated in this contract.

ARTICLE VI. COMPENSATION, BILLING & AUDIT

A. Cost and Fees

The CONSULTANT shall be paid on the basis set forth in "Exhibit 3" to this CONTRACT. Under no circumstances shall the LPA be liable for any amounts, including any costs, which exceed the maximum dollar amount of compensation that is specified in and set forth in "Exhibit 3".

B. Monthly Billing

The CONSULTANT may submit monthly billing to the LPA. (A sample of a preferred invoice is attached as "Exhibit 4".) Each billing shall include all time and allowable expenses through the end of the billing period. Direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. The LPA retains the right to verify time and expense records by audit of any or all CONSULTANT's time and accounting records at any time during the life of the CONTRACT and up to three years thereafter.

The CONSULTANT further agrees that FHWA or any other Federal Agency may audit the same records at any time during the life of the CONTRACT and up to three years thereafter, should the funding source for all or any part of the CONTRACT be funds of the United States of America.

C. Record Retention

The CONSULTANT shall maintain all time and expense records incurred on the PROJECT and used in support of its proposal and shall make such material available at all reasonable times during the period of the CONTRACT and for three years from the date of final payment under this CONTRACT for inspection by the LPA, and copies thereof shall be furnished upon request, at the LPA's expense. The CONSULTANT agrees that the provisions of this Article shall be included in any CONTRACT it may make with any subcontractors, assignees or transferees.

D. Retainage

The LPA shall retain 5% of the CONSULTANT'S contract amount until the final payment request has been received and an audit of the total PROJECT cost to date has been completed by the LPA or its designee.

ARTICLE VII. FINAL PAYMENT

The CONSULTANT agrees that acceptance of the final payment shall be in full and final settlement of all claims arising against the LPA for work done, documents furnished, cost incurred, or otherwise arising out of this CONTRACT and shall release the LPA from any and all further claims of whatever nature, whether known or unknown, for and on account of said CONTRACT, including payment for any and all work done, and labor and material furnished in connection with the same. Errors and/or omissions discovered subsequent to the acceptance by the LPA of the final contract documents shall be corrected by the CONSULTANT without additional compensation.

ARTICLE VIII. REVIEW OF WORK

Authorized representatives of the LPA may at all reasonable times review and inspect the SERVICES under this CONTRACT and any addenda or amendments thereto. Authorized representatives of the FHWA

may also review and inspect the SERVICES under this CONTRACT should funds of the United States of America be in any way utilized in payment for said SERVICES. Such inspection shall not make the United States of America a party to this CONTRACT, nor will FHWA interfere with the rights of either party hereunder.

All reports, drawings, studies and maps prepared by and for the CONSULTANT, shall be made available to authorized representatives of the LPA for inspection and review at all reasonable times in the General Offices of the LPA. Authorized representatives of the FHWA may also review and inspect said reports, drawings, studies and maps prepared under the CONTRACT should funds of the United States of America be in any way utilized in payment for the same. Acceptance by the LPA shall not relieve the CONSULTANT of its professional obligation to correct, at its expense, any of its breaches, errors and/or omissions, in the final version of the work.

The CONSULTANT shall be responsible for performance of and compliance with all terms of this CONTRACT, including the Scope of Work and other exhibits attached to this contract, and including any technical specifications and special requirements of the LPA, and shall be responsible for errors and/or omissions, including those as to conduct and care, format and content, for all aspects of the CONTRACT, and including professional quality and technical accuracy of all designs, drawings, specifications, and other services furnished by the CONSULTANT.

Failure to comply with any terms of this CONTRACT shall be corrected by the CONSULTANT without additional compensation.

If any breach of CONTRACT, is discovered by LPA personnel after final acceptance of the work by the LPA, then the CONSULTANT shall, without additional compensation, cure any deficiency or breach including errors and/or omissions in designs, plans, drawings, specifications, or other services.

In the event that the project schedule requires that a breach of this CONTRACT be corrected by someone other than the CONSULTANT then the actual costs incurred by the LPA for such corrections shall be the responsibility of the CONSULTANT. The LPA shall give the CONSULTANT an opportunity to correct said breach unless (1) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach within the schedule established by the LPA, or (2) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach to the satisfaction of the LPA.

In the event that the CONSULTANT breaches this CONTRACT, and the breaches of the CONSULTANT are discovered during the construction phase, then an accounting of all costs incurred by the LPA resulting from such breach, including errors and/or omissions, will be made and such amount will be recovered from the CONSULTANT.

ARTICLE IX. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

The CONSULTANT shall indemnify, defend and hold harmless the LPA and all its officers, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any negligent act, actions, neglect or omission by the CONSULTANT, its agents, employees, or subcontractors during the performance of this CONTRACT, whether direct or indirect, and whether to any person or property for which LPA or said parties may be subject, except that neither the CONSULTANT nor any of his agents or subcontractors will be liable under this provision for damages arising out of the injury or damage to persons or property solely caused or resulting from the negligence of the LPA or any of its officers, agents or employees.

The CONSULTANT'S obligations under this Article, including the obligations to indemnify, defend, hold harmless, pay reasonable attorney fees or, at the LPA'S option, participate and associate with the LPA in the defense and trial or arbitration of any damage claim, lien or suit and any related settlement negotiations, shall be initiated by the LPA'S notice of claim for indemnification to the CONSULTANT.

Only an adjudication or judgment after the highest appeal is exhausted specifically finding the LPA entirely responsible shall excuse performance of this provision by the CONSULTANT. In such case, the LPA shall pay all costs and fees related to this obligation and its enforcement. Should there be a finding of dual or multiple liability, costs and fees shall be apportioned accordingly.

In conjunction herewith, the LPA agrees to notify CONSULTANT in writing as soon as practicable after receipt or notice of any claim involving CONSULTANT. These indemnities shall not be limited by reason of the listing of any insurance coverage below.

ARTICLE X. INSURANCE

Prior to beginning the work, the CONSULTANT shall obtain and furnish certificates to the LPA for the following minimum amounts of insurance:

- A. Workers' Compensation Insurance in accordance with the laws of the State of Mississippi.
- B. Public Liability Insurance in an amount not less than one million dollars (\$1,000,000.00) on account of any one occurrence.
- C. Property Damage Insurance in an amount not less than five hundred thousand dollars (\$500,000.00) from damages on account of any one occurrence, with an aggregate limit of not less than one million dollars (\$1,000,000.00).
- D. Valuable Documents Insurance, whether as a part of the property damage insurance referenced above or as separate insurance, in an amount sufficient to cover all costs associated with repairing, restoring or replacing any documents kept or created by Consultant as a part of the Services, in the event of casualty to, or loss or theft of such documents.
- E. Errors and Omissions Insurance, in an amount not less than one million dollars (\$1,000,000.00) per incident; one million dollars (\$1,000,000.00) aggregate.
- F. Comprehensive Automobile Liability Insurance, with a combined single limit for bodily injury and property damage of not less than one million dollars (\$1,000,000.00) per incident with respect to CONSULTANT's (owned, hired or non-owned) vehicles, assigned to or used in the performance of services.

The LPA shall be listed as a certificate holder of insurance on any of the insurance required under this CONTRACT.

In the event that the CONSULTANT retains any subcontractor or other personnel to perform SERVICES or carry out any activities under or incident to work on any project or phase of this CONTRACT, CONSULTANT agrees to obtain from said subcontractor or other personnel, certificates of insurance demonstrating that said subcontractor or other personnel has all of the above coverage, or to include said subcontractor or other personnel within CONSULTANT's coverage for the duration of said PROJECT or phase for which said subcontractor or other personnel is employed.

The Insurance coverage recited above shall be maintained in full force and effect by CONSULTANT during the life of this CONTRACT. Should CONSULTANT cease to carry the errors and omissions coverage listed above for any reason, it shall obtain "tail" coverage at the same limits for a period of not less than three (3) years subsequent to policy termination or contract termination, whichever is longer. Should CONSULTANT change insurance carriers for errors and /or coverage, it shall obtain a "retroactive coverage" endorsement from its new insurance carrier.

Insurance carriers must be admitted to do business in the State of Mississippi by the Mississippi Insurance Department.

A certificate of insurance acceptable to the LPA shall be issued to the LPA by the CONSULTANT prior to the execution of this CONTRACT by the CONSULTANT and thereafter on an annual basis for the duration of this CONTRACT as evidence that policies providing the required coverage, conditions and limits are in full force and effect. Such certificate shall identify this CONTRACT and contain provisions that coverage afforded under the policies will not be cancelled, terminated, or materially altered until at least thirty (30) days prior written notice has been given to the LPA.

The CONSULTANT will furnish certified copies, upon request, of any or all of the policies and/or endorsements to the LPA prior to the execution of this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT.

The CONSULTANT shall provide the LPA any and all documentation necessary to prove compliance with the insurance requirements of this CONTRACT as such documentation is requested, from time to time, by the LPA.

If the CONSULTANT fails to procure or maintain required insurance, the LPA may immediately elect to terminate this CONTRACT or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the LPA shall be repaid by the CONSULTANT to the LPA upon demand, or the LPA may offset the cost of the premiums against any monies due to the CONSULTANT from the LPA.

ARTICLE XI. COVENANT AGAINST CONTINGENT FEES AND LOBBYING

The CONSULTANT shall comply with the relevant requirements of all federal, state or local laws. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of the CONTRACT. The CONSULTANT warrants that it shall not contribute any money, gift or gratuity of any kind, either directly or indirectly to any employee of the LPA, or to any employee of the Mississippi Department of Transportation. For breach or violation of this warranty, the LPA shall have the right to terminate this CONTRACT without liability, and the CONSULTANT shall forfeit any sums due hereunder at the time of such breach and may be barred from performing any future services for the LPA or participating in any future contracts with the LPA.

ARTICLE XII. EMPLOYMENT OF LPA'S PERSONNEL

The CONSULTANT shall not employ any person or persons in the employ of the LPA for any work required by the terms of this CONTRACT, without the written permission of the LPA, except as may otherwise be provided for herein.

ARTICLES XIII. MODIFICATION

If, prior to the satisfactory completion of the SERVICES under this CONTRACT, the LPA materially alters the scope, character, complexity or duration of the SERVICES from those required under this CONTRACT, a supplemental agreement may be executed between the parties. Also, a supplemental agreement may be executed between the parties in the event that both parties agree the CONSULTANT's compensation should be increased due to an unanticipated increase in the nature, scope or amount of work necessary to properly provide the SERVICES required on any particular phase or project begun hereunder.

Oral agreements or conversations with the LPA, any individual member of the LPA, officer, agent, or employee of the Mississippi Department of Transportation, either before or after execution of this

CONTRACT, shall not affect or modify any of the terms or obligations contained in this CONTRACT. All modifications to this CONTRACT, amendments or addenda thereto must be submitted in writing and signed by the parties thereto before any work is commenced.

The CONSULTANT may not begin work on any modifications, amendments, or addenda prior to receiving a Notice to Proceed.

Minor changes in the proposal which do not involve changes in the compensation, extensions of time or changes in the goals and objectives of the CONTRACT may be made by written notification of such change by either the LPA or the CONSULTANT to the other party, and shall become effective upon written acceptance thereof (i.e. letter agreement).

ARTICLE XIV. SUBLETTING, ASSIGNMENT OR TRANSFER

It is understood by the parties to this CONTRACT that the work of the CONSULTANT is considered personal by the LPA. The CONSULTANT shall not assign, sublet or transfer any or all of its interest in this CONTRACT without prior written approval of the LPA. Under no circumstances will CONSULTANT be allowed to sublet more than 60% of the work required under this contract. It is clearly understood and agreed that specific projects or phases of the work may be sublet in their entirety provided that CONSULTANT performs at least 40% of the overall contract with its own forces. Consent by the LPA to any subcontract shall not relieve CONSULTANT from any of its obligations hereunder, and CONSULTANT is required to maintain final management responsibility with regard to any such subcontract.

The LPA reserves the right to review all subcontract documents prepared in connection with this CONTRACT, and the CONSULTANT agrees that it shall submit to the LPA any proposed subcontract document together with subcontractor cost estimates for review and written concurrence of the LPA in advance of their execution.

ARTICLE XV. OWNERSHIP OF PRODUCTS AND DOCUMENTS AND WORK MADE FOR HIRE

The CONSULTANT agrees that all reports, computer information and access, drawings, studies, notes, maps and other data, prepared by and for them under the terms of this CONTRACT shall be delivered to, become and remain in the property of the LPA upon creation and shall be delivered to the LPA upon termination or completion of work, or upon request of the LPA regardless of any claim or dispute between the parties. All such data shall be delivered within thirty (30) days of receipt of a written request by the LPA.

The CONSULTANT and the LPA intend and agree that this CONTRACT to be a contract for services and each party considers the products and results of the services to be rendered by the CONSULTANT hereunder, including any and all material produced and/or delivered under this CONTRACT (the "Work"), to be a "work made for hire" under U.S. copyright and all applicable laws. The CONSULTANT acknowledges and agrees that the LPA owns all right, title, and interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto.

If for any reason the Work would not be considered a work made for hire under applicable law, or in the event this CONTRACT is determined to be other than a contract or agreement for a work made for hire, the CONSULTANT does hereby transfer and assign to the LPA, and its successors and assigns, the entire right, title, and interest in and to any Work prepared hereunder including, without limitation, the following: the copyright and all trademark, patent, and all intellectual property rights in the Work and any registrations and copyright, and/or all other intellectual property, applications relating thereto and any renewals and extensions thereof; all works based upon, derived from, or incorporating the Work; all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto; all causes of action, either in law or in equity, for past, present, or future infringement based on the copyrights

and/or all other intellectual property; all rights, including all rights to claim priority, corresponding to the foregoing in the United States and its territorial possessions and in all foreign countries. The CONSULTANT agrees to execute all papers and perform such other proper acts as the LPA may deem necessary to secure for the LPA or its designee the rights herein assigned.

The LPA may, without any notice or obligation of further compensation to the CONSULTANT, publish, re-publish, anthologize, use, disseminate, license, or sell the Work in any format or medium now known or hereafter invented or devised. The LPA'S rights shall include, without limitation, the rights to publish, re-publish, or license a third party to publish, re-publish, or sell the Work in print, on the World Wide Web, or in any other electronic or digital format or database now known or hereafter invented or devised, as a separate isolated work or as part of a compilation or other collective work, including a work different in form from the first publication, and to include or license a third party to include the Work in an electronic or digital database or any other medium or format now known or hereafter invented or devised.

The CONSULTANT shall obtain any and all right, title, and interest to all input and/or material from any third party subconsultant, or any other party, who may provide such input and/or material to any portion of the Work so that said right, title, and interest, and all such interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto, shall belong to the LPA.

For any intellectual property rights currently owned by third parties or by the CONSULTANT and not subject to the terms of this CONTRACT, the CONSULTANT agrees that it will obtain or grant royalty-free, nonexclusive, irrevocable license(s) for or to the LPA at no cost to the LPA to use all copyrighted or copyrightable work(s) and all other intellectual property which is incorporated in the material furnished under this CONTRACT. Further, the CONSULTANT warrants and represents to the LPA that it has obtained or granted any and all such licensing prior to presentation of any Work to the LPA under this CONTRACT. This obligation of the CONSULTANT does not apply to a situation involving a third party who enters a license agreement directly with the LPA.

The CONSULTANT warrants and represents that it has not previously licensed the Work in whole or in part to any third party and that use of the Work in whole or in part will not violate any rights of any kind or nature whatsoever of any third party. The CONSULTANT agrees to indemnify and hold harmless the LPA, its successors, assigns and assignees, and its respective officers, directors, agents and employees, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees), arising out of or in any way connected with any breach of any representation or warranty made by CONSULTANT herein.

ARTICLE XVI. PUBLICATION AND PUBLICITY

The CONSULTANT agrees that it shall not for any reason whatsoever communicate to any third party, with the exception of the MDOT and the FHWA, in any manner whatsoever concerning any of its CONTRACT work product, its conduct under the CONTRACT, the results or data gathered or processed under this CONTRACT, which includes, but is not limited to, reports, computer information and access, drawings, studies, notes, maps and other data prepared by and for the CONSULTANT under the terms of this CONTRACT, without prior written approval from the LPA, unless such release or disclosure is required by judicial proceeding. The CONSULTANT agrees that it shall immediately refer any third party who requests such information to the LPA and shall also report to the LPA any such third party inquiry, with the exception of the MDOT and/or the FHWA. This Article shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the CONSULTANT to defend itself from any suit or claim.

IT IS FURTHER AGREED, that all approved releases of information, findings, and recommendations shall include a disclaimer provision and that all published reports shall include that disclaimer on the cover and title page in the following form:

The opinions, findings, and conclusions in this publication are those of the author(s) and not necessarily those of the Local Public Agency, Mississippi Department of Transportation, Mississippi Transportation Commission, the State of Mississippi, or the Federal Highway Administration.

ARTICLE XVII. CONTRACT DISPUTES

This CONTRACT shall be deemed to have been executed in *insert County name here* County, Mississippi, and all questions including, but not limited to, questions of interpretation, construction and performance shall be governed by the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect to this CONTRACT shall be brought in a court of competent jurisdiction in Forrest County, State of Mississippi. The CONSULTANT expressly agrees that under no circumstances shall the LPA be obligated to or responsible for payment of an attorney's fee for the cost of legal action to or on behalf of the CONSULTANT.

ARTICLE XVIII. COMPLIANCE WITH APPLICABLE LAW

- A. The undersigned certify that to the best of their knowledge and belief, the foregoing is in compliance with all applicable laws.
- B. The CONSULTANT shall observe and comply with all applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this CONTRACT or that may later become effective.
- C. The CONSULTANT shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this CONTRACT because of race, creed, color, sex, national origin, age or disability.
- D. IT IS FURTHER SPECIFICALLY AGREED that the CONSULTANT shall comply and shall require its subcontractors to comply with the regulations for COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and all other applicable federal regulations as stated in "Exhibit 5" which is incorporated herein by reference.
- E. It is agreed that the CONSULTANT will comply with the provisions set forth in Department of Transportation, 49 CFR, Section 18, Et Seq., regarding Uniform Administrative Requirements for Grants and Cooperative agreements in its administration of this CONTRACT or any subcontract resulting herefrom.
- F. The CONSULTANT agrees that it will abide by the provisions of 49 CFR Section 26 regarding disadvantaged business enterprises and include the certification made in "Exhibit 5" to this CONTRACT in any and all subcontracts which may result from this CONTRACTS.
- G. The CONSULTANT shall comply and shall require its subconsultants to comply with Code of Federal Regulations CFR 23 Part 634 - Worker Visibility – as stated in "Exhibit 5".

- H. IMMIGRANT STATUS CERTIFICATION. The CONSULTANT represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does not knowingly employ persons in violation of the United States immigration laws. The CONSULTANT further represents that it is registered and participating in the Department of Homeland Security's E-VerifyTM employment eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subcontractors and vendors who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested. The CONSULTANT acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The CONSULTANT also acknowledges liability for any additional costs incurred by the LPA due to such contract cancellation or loss of license or permit. The CONSULTANT is required to provide the certification on Exhibit 9 in this CONTRACT to the LPA verifying that the CONSULTANT and subconsultant(s) are registered and participating in E-Verify prior to execution of this CONTRACT
- I. The covenants herein shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

ARTICLE XIX. WAIVER

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time, or of any other provision hereof, nor shall it be construed to be a modification of the terms of this CONTRACT.

ARTICLE XX. SEVERABILITY

If any terms or provisions of this CONTRACT are prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this CONTRACT shall not be affected thereby and each term and provision of this CONTRACT shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE XXI. ENTIRE AGREEMENT

This CONTRACT constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating thereto.

ARTICLE XXII. CONFLICT OF INTEREST

The CONSULTANT covenants that no public or private interests exist and none shall be acquired directly or indirectly which would conflict in any manner with the performance of the CONSULTANT'S CONTRACT. The CONSULTANT further covenants that no employee of the CONSULTANT or of any subconsultant(s), regardless of his/her position, is to personally benefit directly or indirectly from the performance of the SERVICES or from any knowledge obtained during the CONSULTANT'S execution of this CONTRACT.

ARTICLE XXIII. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the LPA to proceed under this CONTRACT is conditioned upon the availability of funds, the appropriation of funds by the Mississippi

Legislature, and the receipt of state and/or federal funds. If, at any time, the funds anticipated for the fulfillment of this CONTRACT are not forthcoming or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the LPA for the performance of this CONTRACT, the LPA shall have the right, upon written notice to the CONSULTANT, to immediately terminate or stop work on this CONTRACT without damage, penalty, cost, or expense to the LPA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

ARTICLE XXIV. STOP WORK ORDER

A. **Order to Stop Work.** The LPA may, by written order to the CONSULTANT at any time, and without notice to any surety, require the CONSULTANT to stop all or any part of the work called for by this CONTRACT. This order shall be for a specified period not exceeding twenty-four (24) months after the order is delivered to the CONSULTANT unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the CONSULTANT shall forthwith comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the LPA shall either:

- (1) cancel the stop work order; or
- (2) terminate the work covered by such order according to and as provided in Article III of this CONTRACT.

Prior to the LPA'S taking official action to stop work under this CONTRACT, the Executive Director of MDOT may notify the CONSULTANT, in writing, of MDOT'S intentions to ask the LPA to stop work under this CONTRACT. Upon notice from the Executive Director of MDOT, CONSULTANT shall suspend all activities under this CONTRACT, pending final action by the LPA.

B. **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONSULTANT shall have the right to resume work. If the LPA decides that it is justified, an appropriate adjustment may be made in the delivery schedule. If the stop work order results in an increase in the time required for or in the CONSULTANT'S cost properly allocable to the performance of any part of this CONTRACT and the CONSULTANT asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in this CONTRACT may be made by written modification of this CONTRACT as provided by the terms of this CONTRACT.

C. **Termination of Stopped Work.** If a stop work order is not canceled and the work covered by such order is terminated, the CONSULTANT may be paid for services rendered prior to the Termination. In addition to payment for services rendered prior to the date of termination, the LPA shall be liable only for the costs, fees, and expenses for demobilization and close out of this CONTRACT, based on actual time and expenses incurred by the CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE XXV. KEY PERSONNEL & DESIGNATED AGENTS

CONSULTANT agrees that Key Personnel identified as assigned to this PROJECT shall not be changed or reassigned without prior approval of the LPA or, if prior approval is impossible, and then notice to the LPA and subsequent review by the LPA which may approve or disapprove the action. For purposes of implementing this section and all other sections of this CONTRACT with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise identified in the addenda hereto:

LPA:

For Contractual Matters:
Honorable Mayor Johnny L. DuPree, PhD
200 Forrest St.
Hattiesburg, MS 39401
Phone: 601.545.4501
Fax: 601.545.4608
jdupree@hattiesburgms.com

For Technical Matters:
Bert Kuyrkendall, P.E.
212 West Front St.
Hattiesburg, MS 39401
Phone: 601.545.4540
Fax: 601.545.4642
bkuyrkendall@hattiesburgms.com

CONSULTANT:

For Contractual Matters:
John T. Weeks, P.E.
301 2nd Ave
Hattiesburg, MS 39401
Phone: 601.544.1821
Fax: 601.544.0501
john@sd-w.com

For Technical Matters:
John T. Weeks, P.E.
301 2nd Ave
Hattiesburg, MS 39401
Phone: 601.544.1821
Fax: 601.544.0501
john@sd-w.com

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers/Architects and Surveyors:

P.E. # 18912

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers/Architect's and Surveyors:

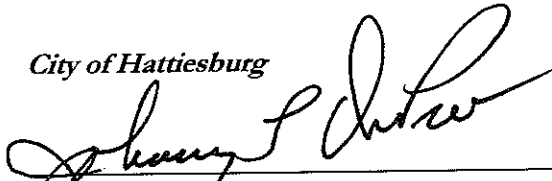
P.E. # 18912

ARTICLE XXVI. AUTHORIZATION

Both parties hereto represent that they have authority to enter into this CONTRACT and that the individuals executing this CONTRACT are authorized to execute it and bind their respective parties and certified copies of the applicable LPA Order and the Resolution of the Corporate Board of Directors of the CONSULTANT are attached hereto as "Exhibit 1" and incorporated herein by reference and made a part hereof as if fully copied herein in words and figures.

WITNESS this my signature in execution hereof, this the 21st day of Aug., 2012.

City of Hattiesburg

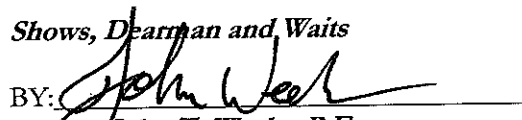


Honorable Mayor Johnny L. DuPree, PhD

WITNESS this my signature in execution hereof, this the 16th day of May, 2012.

Shows, Dearman and Waits

BY:



John T. Weeks, P.E.

ATTEST:



Exhibits attached hereto and incorporated by reference into this contract include those identified on the attached page entitled "List of Exhibits".

LIST OF EXHIBITS

1. Evidence of Authority
2. General Scope of Work and Common Specifications
3. Fees and Expenses.
4. Sample Invoice
5. Notice to the CONSULTANT
6. CONSULTANT's Certification Regarding Debarment, Suspension and Other Responsibility Matters.
7. Certification of LPA
8. *{This Exhibit was intentionally left blank}*
9. Prime Consultant EEV Certification and Agreement

EXHIBIT 1

WIDENING OF HARDY STREET

CITY of HATTIESBURG

FORREST COUNTY

PROJECT No. HPP-6098-00(007)LPA-105194-801000

MINUTES OF A SPECIAL MEETING OF THE
BOARD OF DIRECTORS OF SHOWS, DEARMAN & WAITS, INC.

HELD ON SEPTEMBER 7, 2011

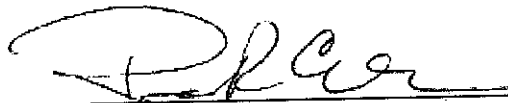
A special meeting of the Board of Directors of Shows, Dearman & Waits, Inc. was held at the offices of the corporation in Hattiesburg, Mississippi on September 7, 2011, pursuant to a Waiver of Notice signed by all of the Directors.

Directors present were Kyle D. Wallace, Nicholas M. Connolly, Shea E. McNease and John T. Weeks. Kyle D. Wallace served as Chairman of the meeting and Rene' R. Culpepper served as Secretary.

The Chairman brought to discussion the suggestion that Shows, Dearman & Waits, Inc. allow John T. Weeks to be authorized to sign contracts with the City of Hattiesburg, Mississippi for engineering services. After discussion the recommendation was unanimously adopted as follows:

"RESOLVED, that the officers of the corporation agree to allow John T. Weeks authorization to sign contracts for engineering services with the City of Hattiesburg, Mississippi."

There being no further business, the meeting was adjourned.



Rene' R. Culpepper, Secretary



Kyle D. Wallace, Chairman

EXHIBIT 2

Scope of Work

ENGINEERING ADMINISTRATION:

The engineering administration of construction will be the responsibility of the LPA acting through the CONSULTANT, and will be subject to inspection and approval of the Chief Engineer of the MISSISSIPPI D.O.T., (hereinafter designated as the MDOT), and of the Federal Highway Administration (FHWA) or their representatives.

CONSTRUCTION ENGINEERING SERVICES:

Construction engineering services shall consist of all engineering work, respectively, involved from the contract stage, beginning the date of FHWA/MDOT concurrence in award of the construction contract, through the preparation and submission of the final estimate and supporting documents to the MDOT, and shall include the following:

- A. Setting of all stakes to control the work unless otherwise performed by the contractor as dictated by the construction plans, and the resident Project Engineer and other controls to insure that work is performed in accordance with the plans and specifications. All materials to be used in the construction of this project shall be tested and certified by the CONSULTANT as meeting the requirements of the approved plans and specifications in accordance with Federal Aid Policy Guide (FAPG) 23CFR637B, Construction Inspection and Approval.
- B. The CONSULTANT shall promptly prepare, verify and recommend payment of all eligible Contractor's estimates: he shall maintain a project daily diary as the official project record for each project, showing the Contractor's daily operation; and the Engineer daily activities by names, function performed and hours worked. He shall check and verify the quantities of all materials incorporated in the project; and shall make prompt preparation and submission of the final estimate and supporting documents to the LPA for approval and payment. He shall likewise make such records available at all reasonable times during the contract period. These records, documents, and data shall be available for inspection by the LPA, MDOT, and the Federal Highway Administration and any other authorized representative of the Federal Government, and copies thereof shall be furnished if requested.
- C. **Subsurface Conditions and Utilities.** LPA recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of CONSULTANT or CONSULTANT's subconsultants with appropriate equipment may fail to detect certain hidden conditions. LPA also recognizes that actual environmental, geological and geotechnical conditions that CONSULTANT properly inferred to exist between sampling points may differ significantly from those that actually exist.

CONSULTANT will locate utilities which will affect the project from information provided by the LPA and utility companies and from CONSULTANT's surveys. In that these utility locations are based, at least in part, on information from others, CONSULTANT cannot and does not warrant their completeness and accuracy.

- D. The duties, responsibilities, and limitations of authority of the resident Project Engineer are listed in this scope of work.

A LISTING OF THE DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT ENGINEER.

The CONSULTANT shall furnish a resident Project Engineer, assistants and other field staff to inspect performance of the Work of the CONTRACTOR. Through more extensive on-site inspections of the Work in progress and field checks of materials and equipment by the resident Project Engineer and assistants, the CONSULTANT shall endeavor to provide further protection for the LPA against defects and deficiencies in the Work; but, the furnishing of such services will not make the CONSULTANT responsible for or guarantee the CONTRACTOR'S performance. The duties and responsibilities of the resident Project Engineer are limited to this agreement with the LPA and in the construction Contract Documents, and are further limited and described as follows:

I. General:

The resident Project Engineer's dealings in matters pertaining to the on-site work shall in general be with the CONTRACTOR, keeping the LPA advised as necessary. The resident Project Engineer dealings with subcontractors shall only be through or with the full knowledge and approval of the CONTRACTOR. The resident Project Engineer shall generally communicate with the LPA.

II. Duties and Responsibilities of the resident Project Engineer:

A. Schedules:

Review progress schedule of Shop Drawing submittals and schedule of values prepared by the CONTRACTOR and consult with the LPA concerning acceptability.

B. Conferences and Meetings:

Attend meetings with the CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

C. Liaison:

- a. Work principally through the CONTRACTOR'S superintendent and assist in understanding the intent of the Contract Documents; and serve as the LPA'S liaison with the CONTRACTOR when the CONTRACTOR's operations affect the LPA's on-site operations.

- b. Assist in obtaining from the LPA additional details or information, when required for Proper execution of the Work.

D. Shop Drawings and Samples:

- a. Record the date of receipt of Shop Drawings and samples.

- b. Take samples and receive samples which are furnished at the site by the CONTRACTOR, and notify the LPA of availability of samples for examination.
 - c. Advise the LPA and the CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by the CONSULTANT.
- E. Review of Work, Rejection of Defective Work, Inspections and Tests:
 - a. Conduct on-site observations of the Work in progress to determine if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to the LPA any Work that is believed to be unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the LPA of Work that should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that the CONTRACTOR maintains adequate records thereof, and observe, record and report to the LPA appropriate details relative to the test procedures and startups.
 - d. Accompany visiting inspectors representing the public or other agencies having jurisdiction over the Project, record the results of these inspections and report to the LPA.
- F. Interpretation of Contract Documents:

Report to the LPA when clarifications and interpretation of the Contract Documents are needed and transmit to the CONTRACTOR clarifications and interpretations as issued by the LPA.
- G. Modifications:

Consider and evaluate the CONTRACTOR'S suggestions for modifications in Drawings or Specifications and report to the LPA. Transmit to the CONTRACTOR decisions as issued by the LPA.
- H. Records:
 - a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, clarification and interpretations of the Contract Documents, progress reports, and other Project related documents.
 - b. Keep a diary signed daily, recording the CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities of the prime contractors and all subcontractors, decisions, observations in

general, and specific observations in more detail as in the case of observing test procedures; and send copies to the LPA.

- c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.

I. Reports:

- a. Furnish the LPA periodic reports as required of progress of the Work and of the CONTRACTOR'S compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
- b. Consult with the LPA in advance of scheduled major tests, inspections or start of important phases of the Work.
- c. Draft proposed Supplemental Agreements, Quantity Adjustments and Work Directive Changes, obtaining backup material from the CONTRACTOR; and recommend Supplemental Agreements, Quantity Adjustments, Work Directive Changes, and Field Orders to the LPA.
- d. Report immediately to the LPA upon the occurrence of any accident.

J. Payment Requests:

- a. Review applications for payment with the CONTRACTOR for compliance with the established procedure for their submission and forward to the LPA, noting particularly the relationship of the payment requested to the schedule of values and Work completed and materials and equipment delivered to the site but not incorporated in the Work.

K. Certificates, Maintenance and Operation Manuals:

During the course of the Work verify that certificates, maintenance and operations manuals and other data required to be assembled and furnished by the CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to the LPA prior to final payment for the Work.

L. Completion:

- a. Before issuing a Certificate of Substantial Completion, submit a list of observed items requiring completion or correction to the Contractor.
- b. Conduct a final inspection in the company of the LPA, the CONTRACTOR, the MDOT, & FHWA, and prepare a final list of items to be completed or corrected.
- c. Observe that all items on the final list have been completed or corrected and make recommendations to the LPA concerning acceptance.

III. Limitations of Authority

The resident Project Engineer:

- A. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by the LPA.
- B. Shall not exceed the limitations of the LPA'S authority as set forth in the Contract Documents.
- C. Shall not undertake any of the responsibilities of the CONTRACTOR, subcontractors or the CONTRACTOR's superintendent.
- D. Shall not advise on, issue directions relative to, or assume control over any aspect of the means, method, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- E. Shall not accept Shop Drawings or sample submittals from anyone other than the Contractor.
- F. Shall not authorize the LPA to occupy the Project in whole or in part.
- G. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by LPA.

EXHIBIT 3

FEES AND EXPENSES

The LPA shall pay the CONSULTANT on a Labor-Hour/Unit Cost Basis, with an upset limit of **\$92,989.96** for the satisfactory completion of the Scope of Work set forth under "Exhibit 2", hereto, for all salaries, overhead, direct costs and the CONSULTANT'S fixed fees attributable to this CONTRACT.

All charges for services must be substantiated by supporting data, i.e. certified time sheets, daily logs, check stubs, pay vouchers, etc.

Direct Costs:

Direct Costs are those expenses deemed reasonably necessary by the LPA for the successful completion of the Scope of Work, which are charged directly to the project and not included in overhead. These direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. The LPA will reimburse the CONSULTANT'S actual documented expenses; or the amount allowable under the current edition of the MDOT State Travel Handbook, whichever is lower. Except as otherwise specifically provided herein, the procedures generally outlined in the MDOT State Travel Handbook shall govern the allowability of any expense reimbursement. (e.g. no meal reimbursement when there is no overnight stay).

Labor Hour / Unit-cost Rates:

Labor Hour as the term is used herein shall include all direct salaries, audited overhead rate (as approved by MDOT), and profit. The audited overhead rate shall consist of fringe benefits and the general overhead. Unit-costs, as the term is used herein shall include all direct costs and profit. Labor Hour / Unit-Costs are not subject to any adjustments on the basis of the CONSULTANT'S cost experience in performing the PROJECT. The Labor Hour / Unit-costs shall be paid based on the rates established in EXHIBIT 3 (found in Table 1: Rate Schedule for Labor Hours). Once the LPA has approved and accepted the work of the CONSULTANT, the LPA will pay the CONSULTANT any unpaid amounts of the PROJECT.

Table 1: Rate Schedule for Labor Hours

LABOR CLASSIFICATION	Rate (2012)
Project Engineer (John T. Weeks, P.E.)	\$105.71
Inspector	\$72.33
Clerical	\$27.82

SCHEDULE OF MAXIMUM RATES, EXPENSES & FEES:

Contract Maximums:

Under no circumstances shall the amount payable by the LPA for this CONTRACT exceed \$92,989.96 (Total of all Charges) without the prior written consent of both parties

Fee and Expense Summary

Labor Cost	Direct Cost	SubConsultant	Total
\$86,906.80		\$6,083.16	\$92,989.96

COST FEE BREAKDOWN

Hours	Hourly Wage	Overhead % (approved by audit)	Overhead Costs	Profit Costs	Total Labor Rate	Total Labor cost
180	\$38.00	148.37	\$56.38	\$11.33	\$105.71	\$19,027.80
900	\$26.00	148.37	\$38.58	\$7.75	\$72.33	\$65,097.00
100	\$10.00	148.37	\$14.84	\$2.98	\$27.82	\$2,782.00

Classification

Project Engineer

145/12/20/20

Clerical

Total Labor

\$86,906.80

Direct Costs:

Mileage 0.00
Lodging 0.00
Meals 0.00
0.00

Total Direct Cost

- \$0.00

Subconsultant Cost:

Geocon Laboratories \$6,083.16

\$6,083.16

Total Subconsultant Cost

*** All subconsultants must also provide back-up ***

Project Total

\$92,989.96

GeoCon Laboratories, Inc.

104 N. 12th Ave. • P. O. Box 16371 • Hattiesburg, MS 39404 • Phone 601-544-8378 • Fax 601-545-8378

Hardy St. Widening, Mill & Overlay

Hattiesburg, MS

Project No. HPP-6098-00(007)LPA/105194-801000

Testing Fee Proposal

Classification	Hours	Rate of Pay	Extension
Engineer Tech - Concrete	62	14.00	\$868.00
Engineer Tech - Soils	4	14.00	\$56.00
Clerical	13	13.46	\$174.98
			<u>\$1,098.98</u>
Raw Labor			\$1,569.34
Overhead	142.80%		<u>\$2,668.32</u>
Total Labor + OH			
Fixed Fee	10%		\$266.83
Direct Costs:			
Laboratory Testing			
Atterberg Limits	2 tests @	\$50.00 /test	100.00
Sieve Analysis (soil), w/#200 wash	2 tests @	\$125.00 /test	250.00
Standard Proctor	4 tests @	\$150.00 /test	600.00
Field Density Tests	21 tests @	\$30.00 /test	630.00
Concrete Compression	98 tests @	\$16.00 /test	1,568.00
			<u>3,148.00</u>
Total Direct Costs			
Total			6,083.16

EXHIBIT 4

SAMPLE INVOICE
[Labor-Hour/Unit Cost]

LPA's name
LPA's address

DATE:

ATTENTION: LPA, Consultant Services Administrator

INVOICE NO. 0000
PERIOD , 20 THROUGH , 20
PROFESSIONAL SERVICES IN ACCORDANCE WITH
CONTRACT DATED , 20 , AS RELATES TO
PROJECT NO. - - - - - - - - IN COUNTY, HIGHWAY .

CONSULTANT:
CUSTOMER NUMBER 0000000000 FILE NO. 000-000000
REPORT NUMBER: 0000 through 00000

	CURRENT PERIOD	PREVIOUS ESTIMATE	TOTAL ALLOWED TO DATE
* DIRECT SALARIES	\$	\$	\$
** DIRECT COSTS	\$	\$	\$
PROJECT TOTAL	\$	\$	\$

AMOUNT DUE THIS INVOICE: \$

NOTE:

1. * ATTACH SUPPORTING DATA
2. ** DIRECT COSTS (ATTACH SUPPORTING DATA)
3. THE CONSULTANT MAY USE ITS OWN INVOICE FORM SO LONG AS IT HAS BEEN APPROVED.
PRIOR TO SUBMISSION BY THE CONSULTANT SAID FORM SHOULD, AT A MINIMUM, CONTAIN THE ABOVE INFORMATION

SUPPORTING DATA

Project No. 00-0000-00-000-00
County _____

<u>Employee and Classification</u>	<u>Rate of Pay (in contract)</u>	<u>Current Period Hours</u>	<u>Previous Period Costs</u>	<u>Costs To Date</u>
DIRECT LABOR AND DIRECT COSTS				
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00
John P. Public, Jr Designer	0.00	0.000	0.00	0.00
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00
John P. Public, Jr Technician	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Sub Total		0.00	0.00	0.00
Total Labor			0.00	0.00
Direct Costs			<u>0.00</u>	<u>0.00</u>
Project Total			0.00	0.00

EXHIBIT 5

NOTICE TO CONTRACTORS, FEDERAL-AID CONTRACT COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 COPELAND ANTI-KICKBACK ACT, DAVIS BACON ACT CONTRACT WORK HOURS AND SAFETY STANDARDS ACT CLEAN AIR ACT, ENERGY POLICY AND CONSERVATION ACT DISADVANTAGED BUSINESS ENTERPRISES, WORKER VISIBILITY

During the performance of this CONTRACT, the CONSULTANT, for itself, its assignees and successor-in-interest (hereinafter referred to as the "CONSULTANT") agrees as follows:

1. Compliance with Regulations: The CONSULTANT will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this CONTRACT.

2. Nondiscrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, religion, color, sex, national origin, age or disability in the selection and retention of subcontractors including procurement of materials and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the CONTRACT covers a program set forth in Appendix B of the Regulations. In addition, the CONSULTANT will not participate either directly or indirectly in discrimination prohibited by 23 C.F.R. 710.405(b).

3. Solicitations for Subcontracts. Including Procurement of Materials and Equipment: In all Solicitations, either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this CONTRACT and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, national origin, age or disability.

4. Anti-kickback provisions: All contracts and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The CONSULTANT shall report all suspected or reported violations to the LPA.

5. Davis Bacon Act: When required by the federal grant program legislation, all construction contracts awarded to contractors and subcontractors in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week.

6. Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by or to contractors and subcontractors in excess of \$100,000 which involve the employment of mechanics or laborers shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety

Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Clean Air Act: Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (Contracts and subcontracts in amounts in excess of \$100,000).

8. Energy Policy and Conservation Act: Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

9. Disadvantaged Business Enterprises: It is the policy of the Mississippi Department of Transportation to comply with the requirements of 49 C.F.R. 26, to prohibit unlawful discrimination, to meet its goal for DBE participation, to meet that goal whenever possible by race-neutral means, to create a level playing field, and to achieve that amount of DBE participation that would be obtained in a non-discriminatory market place. To meet that objective in any United States Department of Transportation assisted contracts, the LPA and the CONSULTANT shall comply with the "Mississippi Department of Transportation's Disadvantaged Business Enterprise Programs For United States Department Of Transportation Assisted Contracts".

Neither the CONSULTANT (Contractor), nor any sub-recipient or sub-contractor shall discriminate on the bases of race, color, national origin, or sex in the performance of this contract. The CONSULTANT (Contractor) shall carry out applicable requirements of 49 C.F.R. 26 in the award and administration of United States Department of Transportation assisted contracts. Failure of the CONSULTANT (Contractor) to carry out those requirements is a material breach of the contract which may result in the termination of this contract or such other remedies as the Mississippi Department of Transportation deems appropriate.

10. Worker Visibility: All workers within the right-of-way of a Federal-aid highway who are exposed either to traffic (vehicles using the highway for the purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel – personal protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107-2004 publication entitled "American National Standard for High-Visibility Safety Apparel and Headwear" – for compliance with 23 CFR, Part 634.

EXHIBIT 6

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - Certification in accordance with Section 29.510 Appendix A, C.F.R./Vol. 53, No. 102, page 19210 and 19211:

- (1) The CONSULTANT certifies to the best of its knowledge and belief that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification: and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default;
 - (e) has not either directly or indirectly entered into any agreement participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this CONTRACT.
- (2) The CONSULTANT further certifies, to the best of his/her knowledge and belief, that:
 - (f) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (g) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or any employee of a member of Congress in connection with this CONTRACT, Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U. S. Code prior to entering into this CONTRACT. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The CONSULTANT shall include the language of the

certification in all subcontracts exceeding \$100,000 and all sub-contractors shall certify and disclose accordingly.

I hereby certify that I am the duly authorized representative of the CONSULTANT for purposes of making this certification, and that neither I, nor any principal, officer, shareholder or employee of the above firm has:

(a) employed or retained for commission, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement,

(b) agreed, as an express or implied condition for obtaining this CONTRACT, to employ or retain the services of any firm or person in connection with carrying out the agreement, or

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as herein expressly stated (if any).

I acknowledge that this Agreement may be furnished to the Federal Highway Administration, United States Department of Transportation, in connection with the Agreement involving participation of Federal-Aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

SO CERTIFIED this 16th day of May, 2012.

CONSULTANT

BY: John Weir

ATTEST: Natalie Dallan

My Commission Expires: July 15, 2015

Notary



EXHIBIT 7

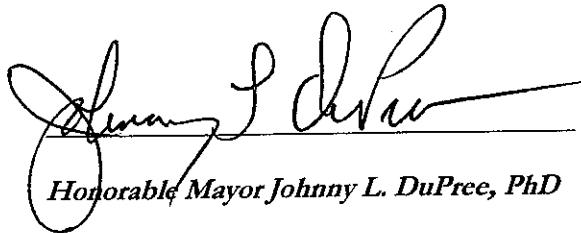
CERTIFICATION OF THE LPA

I hereby certify that I am the Chief Administrative Official, duly authorized by the LPA to execute this certification and that the above consulting firm or its representative has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this agreement to:

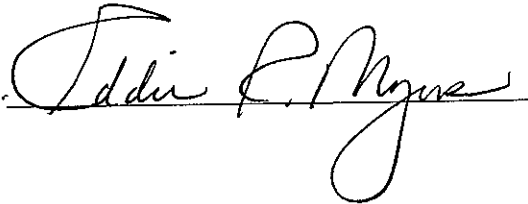
- (a) employ or retain, or agree to employ or retain, firm or person, or
- (b) pay, or agree to pay, to any firm, person organization, any fee, contribution, donation, or consideration of any kind except as here expressly stated (if any).

SO CERTIFIED on the 21st day of Aug., 2012.

LPA: City of Hattiesburg


Honorable Mayor Johnny L. DuPree, PhD

ATTEST:



My Commission Expires

EXHIBIT 8

{Intentionally Left Blank}

EXHIBIT 9

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

By executing this Certification and Agreement, the undersigned verifies its compliance with the, "Mississippi Employment Protection Act," Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by the LPA, Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with the LPA has registered with and is participating in a federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L. 99-603, 100 Stat 3359, as amended. The undersigned agrees to inform the LPA if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any entity(s) in connection with the performance of this CONTRACT, the undersigned will secure from such entity(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to the LPA, if requested, for the benefit of the LPA or this CONTRACT.

138162

EEV* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the contract, ineligibility for any state or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the contract cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars (\$1,000.00) nor more than Ten Thousand Dollars (\$10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY:

John Weeks
Authorized Officer or Agent

5-16-12

Date

JOHN WEEKS
Printed Name of Authorized Officer or Agent

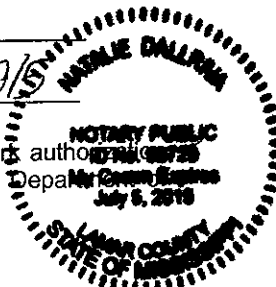
VICE PRESIDENT
Title of Authorized Officer or Agent of Contractor / Consultant

SWORN TO AND SUBSCRIBED before me on this the 16th day of May, 2012.

Nashlie Callahan
NOTARY PUBLIC

My Commission Expires: July 5, 2015

* As of the effective date of the Mississippi Employment Protection Act, the applicable federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.





City of Hattiesburg, MS

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

Master

File Number: 2012-1060

File ID: 2012-1060

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 08/16/2012

Brief Title: Approve Amendment No. 1 to the project agreement between the City and NRCS for the federally led bank stabilization project.

Final Action: 08/21/2012

Minute Book Number: MB 2012-1/290

Title:

Approve Amendment No. 1 to the Agreement between the City of Hattiesburg and the Natural Resources Conservation Service on the federally led bank stabilization project, eliminating the City Park Site and decreasing the estimated project cost from \$503,000.00 to \$478,230.00; Authorize Mayor to execute said amendment in duplicate.

Notes:

Sponsors:

Enactment Date:

Attachments: Amendment 1 City of Hattiesburg Lagoon Sites, Executed.agree City Park Site

Enactment Number:

Contact:

Meeting Date:

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/21/2012	Approve				Pass
Action Text: A MOTION was made by Vice President Ware and seconded by Council Member Naylor to Approve Amendment No. 1 to the Agreement between the City of Hattiesburg and the Natural Resources Conservation Service on the federally led bank stabilization project, eliminating the City Park Site and decreasing the estimated project cost from \$503,000.00 to \$478,230.00; Authorize Mayor to execute said amendment in duplicate.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Ware and Naylor							
Nays: 0							
Yea: 5 President Bradley Council Member Delgado Council Member Carroll Vice President Ware Council Member Naylor							

Text of Legislative File 2012-1060

Title

Approve Amendment No. 1 to the Agreement between the City of Hattiesburg and the Natural Resources Conservation Service on the federally led bank stabilization project, eliminating the City Park Site and decreasing the estimated project cost from \$503,000.00 to \$478,230.00; Authorize Mayor to execute said amendment in duplicate.

Summary

Approve Amendment No. 1 to the Agreement between the City of Hattiesburg and the Natural Resources Conservation Service on the federally led bank stabilization project, eliminating the City Park Site and decreasing the estimated project cost from \$503,000.00 to \$478,230.00; Authorize Mayor to execute said amendment in duplicate.

Budget Information

001206.7215.01

Reduces City's share of project cost by \$6,192.50

Expenditure Type

Purchasing Item

Publication Information

STATE: Mississippi
EWP: Forrest County
AGREEMENT NO.:

**AMENDMENT NO. 1 TO PROJECT AGREEMENT
BETWEEN THE
UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE
AND
CITY OF HATTIESBURG**

Purpose: To delete the City Park Site and decrease the estimated cost from \$503,000.00 to \$478,230.00.

1. Paragraph A. is hereby changed to read: **It is agreed** that the following described work is to be performed at an estimated cost of **\$478,230.00.**
2. Paragraph B.1 is hereby changed to read: Provide **25** percent of the construction cost of the emergency watershed protection measures described in Section B. This cost to the sponsor is estimated to be **\$119,557.50.**
3. Paragraph C.1 is hereby changed to read: Provide **75** percent of the construction cost of the emergency watershed protection measures described in Section B. This cost to NRCS is estimated to be **\$358,672.50.**
4. All other terms and conditions remain unchanged.

CITY OF HATTIESBURG

By: _____

Title: _____

Date: _____

This action authorized at an official meeting of _____
on the _____ day of _____, 2012,
at _____, State of Mississippi.

ATTEST:

(Signature)

(Title)

**UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE**

By: _____

Title: _____

Date: _____

STATE: Mississippi
EWP: Forrest County
AGREEMENT NO.:

AMENDMENT NO. 1 TO PROJECT AGREEMENT
BETWEEN THE
UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE
AND
CITY OF HATTIESBURG

Purpose: To delete the City Park Site and decrease the estimated cost from \$503,000.00 to \$478,230.00.

1. Paragraph A. is hereby changed to read: It is **agreed** that the following described work is to be performed at an estimated cost of **\$478,230.00.**
2. Paragraph B.1 is hereby changed to read: Provide **25** percent of the construction cost of the emergency watershed protection measures described in Section B. This cost to the sponsor is estimated to be **\$119,557.50.**
3. Paragraph C.1 is hereby changed to read: Provide **75** percent of the construction cost of the emergency watershed protection measures described in Section B. This cost to NRCS is estimated to be **\$358,672.50.**
4. All other terms and conditions remain unchanged.

CITY OF HATTIESBURG

By: [Signature]

Title: Mayor

Date: 8-21-12

This action authorized at an official meeting of City Council on the 21 day of Aug., 2012, at _____, State of Mississippi.

Hattiesburg

ATTEST:

[Signature]
(Signature)

City Clerk
(Title)

UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

By: [Signature]

Title: State Conservationist

Date: September 5, 2012



City of Hattiesburg, MS

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

Master

File Number: 2012-1049

File ID: 2012-1049

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 08/14/2012

Brief Title: Request for Budget Modification for James Street Water Plant, required to close out project.

Final Action: 08/21/2012

Minute Book Number: MB 2012-1/290

Title:

Authorize Mayor to execute four (4) copies of a request for Budget Modification on CDBG Project No. R-110-205-02-GZ, James Street Water Plant; modification is required for close out of project.

Notes:

Sponsors:

Enactment Date:

Attachments: MDA Contract Modification #5, Executed.James St

Enactment Number:

Contact:

Meeting Date: 08/21/2012

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/21/2012	Authorize				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Naylor to Authorize Mayor to execute four (4) copies of a request for Budget Modification on CDBG Project No. R-110-205-02-GZ, James Street Water Plant; modification is required for close out of project.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Ware and Naylor							
Nays: 0							
Yea: 5 President Bradley Council Member Delgado Council Member Carroll Vice President Ware Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2012-1049

Title

Authorize Mayor to execute four (4) copies of a request for Budget Modification on CDBG Project No. R-110-205-02-GZ, James Street Water Plant; modification is required for close out of project.

Summary

Authorize Mayor to execute four (4) copies of a request for Budget Modification on CDBG Project No. R-110-205-02-GZ, James Street Water Plant; modification is required for close out of project.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MISSISSIPPI DEVELOPMENT AUTHORITY**MODIFICATION SIGNATURE SHEET****501 North West Street • Post Office Box 849****Jackson, Mississippi 39205**

1. Recipient's Name, Address and Telephone No.

City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39403

601-545-4501

2. Effective Date

3. Contract Number:

Grant Number:

R-110-205-02-GZ

R-110-205-02-GZ

4. Modification Number: 5

5. Grant Identifier: (Funding Source & Year) CDFA#
14.219 & 14.228

6. Beginning & Ending Dates: 08-08-08 / 12-30-12

7. Page 1 of 3

8. As a result of this Modification, funds obligated are changed as follows:

	KCDBG	Other: Federal	Other: Local/Private
From	\$ 2,499,258.65		\$ 2,626,410.00
To	\$ 2,499,258.65		\$ 2,626,410.00
Increase of	\$ -		\$ -
Decrease of	\$ -		

9. The above recipient is hereby modified as follows: To extend the contract date to 12-30-12

10. Except a hereby modified, all terms and conditions of the subcontract remain unchanged.

11. Approved for Agency:

Signature

Date

Name: Jon Mabry
Chief Operating Officer

Title:

12. Approved for Recipient:

Signature

Date

Name: Johnny Dupree
Title: Mayor

MDA DRD
BUDGET MODIFICATION WORKSHEET

Recipient:

City of Hattiesburg

Contract Number:

R-110-205-02-GZ

Note: List CDBG Funds where changes are made.

[illegible]

Katrina Supplemental CDBG Program Budget Summary

Applicant:

City of Hattiesburg

Funding Year: 2006

Grant Year: _____

Contract: #R-110-205-02-GZ

Description	MDA	IDIS		Other Funding Sources			
Administration			Katrina CDBG				Total
General Administration			36,000.00	34,000.00			70,000.00
Application Prep			4,000.00	6,000.00			10,000.00
Audit							0.00
Subtotal (A)			40,000.00	40,000.00		0.00	80,000.00

Description	MDA	IDIS		Other Funding Sources			
Public Facilities			KATRINA CDBG				Total
Architectural/Engineering			211,310.00	349,960.66			561,270.66
Construction of Public Building							
Contingency				73,502.78			73,502.78
Water Treatment			2,004,771.99	2,004,772.01			4,009,544.00
Water Well			243,176.66	158,174.55			401,351.21
Subtotal (B)			2,459,258.65	2,586,410.00	0.00	0.00	5,045,668.65
Grant Total (A + B)			2,499,258.65	2,626,410.00			5,125,668.65

Katrina CDBG Supplemental funds cannot be used for any activity or which funds have been made available by any Federal Agency including FEMA or the Army Corps of Engineers.

James St. Water Plant

MISSISSIPPI DEVELOPMENT AUTHORITY			
MODIFICATION SIGNATURE SHEET			
501 North West Street - Post Office Box 849			
Jackson, Mississippi 39205			
1. Recipient's Name, Address and Telephone No.		2. Effective Date	
City of Hattiesburg		3. Contract Number:	Grant Number:
200 Forrest Street		R-110-205-02-GZ	R-110-205-02-GZ
Hattiesburg, MS 39403		4. Modification Number: 5	
601-545-4501		5. Grant Identifier: (Funding Source & Year) CDFA#	
		14.219 & 14.228	
		6. Beginning & Ending Dates: 08-08-08 / 12-30-12	
		7. Page 1 of 3	
8. As a result of this Modification, funds obligated are changed as follows:			
	KCDBG	Other: Federal	Other: Local/Private
From	\$ 2,499,258.65		\$ 2,626,410.00
To	\$ 2,499,258.65		\$ 2,626,410.00
Increase of	\$ -		\$ -
Decrease of	\$ -		\$ -
9. The above recipient is hereby modified as follows: To extend the contract date to 12-30-12			
10. Except a hereby modified, all terms and conditions of the subcontract remain unchanged.			
11. Approved for Agency:		12. Approved for Recipient:	
Signature	Date	Signature	Date
Name: Jon Mabry		Name: Johnny Dupree	8-21-12
Chief Operating Officer	Title:	Title: Mayor	



City of Hattiesburg, MS

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

Master

File Number: 2012-1039

File ID: 2012-1039

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 08/14/2012

Brief Title: State Homeland Security Grant Program Award 2012

Final Action:

Minute Book Number: MB 2012-1/291

Title: Acknowledge receipt of State Homeland Security Grant Program Award in the amount of \$45,000.00.
Authorize acceptance and execution of Grant Recipient Agreement.

Notes:

Sponsors:

Enactment Date:

Attachments: Award Grant August 2012, Award Grant August 2012, executed Award Grant August 2012

Enactment Number:

Contact:

Meeting Date:

Drafter: Linda Montgomery

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/21/2012					

Text of Legislative File 2012-1039

Title

Acknowledge receipt of State Homeland Security Grant Program Award in the amount of \$45,000.00.

Authorize acceptance and execution of Grant Recipient Agreement.

Budget Information

Homeland Security Grant Award



STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF HOMELAND SECURITY

PHIL BRYANT
GOVERNOR

ALBERT SANTA CRUZ
COMMISSIONER

STATE HOMELAND SECURITY GRANT PROGRAM AWARD

DATE OF AWARD: August 2, 2012 GRANT NO: A10HS205T
SUB-GRANTEE: CITY OF HATTIESBURG (SALARIES)
PROGRAM NAME: Fiscal Year 10 ODP Homeland Security Grant Program
GRANT PERIOD: 08/01/2012 to 07/31/2013
AWARD AMOUNT: \$45,000.00

Under the State Homeland Security Grant Program, the Department of Public Safety hereby awards to the aforementioned sub-grantee, a grant in the amount shown above for the purchase of equipment, for planning, training, exercise management and administrative costs. The allowable expenditures for these monies are described in detail in the Department of Homeland Security Guidelines, which can be accessed via Department of Homeland Security website at www.dhs.gov. These funds are to be used by your jurisdiction to enhance existing capabilities in order to develop the initial capacity within the state of Mississippi to respond to acts of domestic and international terrorism, the use of weapons of mass destruction and biochemical agents.

The projects and objectives outcome to be accomplished during the performance period of this grant will be in the form of equipment, selected from the approved equipment list, planning, training, exercise, management and administrative cost. All must be in compliance with the State Homeland Security Grant Program Guidance.

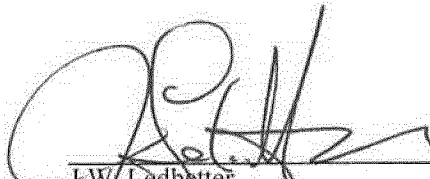
The sub-grantee hereby assures and certifies that it will comply with regulations, policies, guidelines and requirements set forth in the DOJ Financial Guide and the Standard Assurances as they relate to the application, acceptance, and use of federal funds. The grantee hereby assures and certifies that it will comply with regulations, policies, guidelines and requirements set forth in Local, State and Federal purchasing laws and in stipulations set forth in attached grant recipient agreement.

This award document is your authorization to expend jurisdiction funds. Expenditures incurred prior to the execution of this grant award period are not allowable. Reimbursements and advances will only be provided once a month. A signed copy of said agreement must be returned to DPS prior to release of payment. If your jurisdiction has not expended funds prior to the end of the grant period, this office will redistribute these funds accordingly.

Acceptance for the Sub-Grantee:

Sub-Grantee

Date


J.W. Ledbetter
Director

Date

GRANT RECIPIENT AGREEMENT

1. The designated representative certifies that he/she has legal authority to apply for assistance.
2. The Applicant shall provide all necessary financial and managerial resources to meet the terms and conditions of receiving Federal and State assistance.
3. The Applicant shall use awarded funds solely for the purpose for which these funds are provided and as approved by the DPS Authorized Representative.
4. The Applicant is aware of and shall comply with cost-sharing requirements.
5. The Applicant shall establish and maintain a proper accounting system to record expenditures of awarded funds in accordance with generally accepted accounting standards and OMB Circulars A-87 and A-133 as applicable and/or as directed by the DPS Authorized Representative.
6. The Applicant shall comply with the Single Audit Act of 1984 and will provide copies of audit reports when issued, 44CFR Part 14.
7. The Applicant shall give State and Federal agencies designated by the DPS Authorized Representative access to and the right to examine all records and documents related to use of award funds.
8. The Applicant shall return to the State, within thirty (30) days of such request by the DPS Authorized Representative, any advance funds which are not supported by audit or other Federal or State review of documentation by the Applicant.
9. The Applicant shall comply with all applicable provisions of Federal and State laws and regulations in regard to procurement of goods and services.
10. The Applicant shall comply with regulations implementing the Drug-Free Workplace Act of 1988, 44CFR Part 17, Subpart F.
11. The Applicant shall comply with all Federal and State statutes and regulations relating to non-discrimination.
12. The Applicant shall comply with provisions of the Hatch Act limiting political activities of public employees and 44CFR Part 18, New Restrictions on Lobbying.
13. The Applicant shall comply, as applicable, with provisions of the Davis-Bacon Act relating to labor standards.
14. The Applicant shall not enter into any contracts or purchase merchandise from any party or vendor which is disbarred or suspended from participating in Federal assistance programs.

Grant Recipient Representative

Date



STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF HOMELAND SECURITY

PHIL BRYANT
GOVERNOR

ALBERT SANTA CRUZ
COMMISSIONER

STATE HOMELAND SECURITY GRANT PROGRAM AWARD

DATE OF AWARD: August 2, 2012 GRANT NO: A10HS205T
SUB-GRANTEE: CITY OF HATTIESBURG (SALARIES)
PROGRAM NAME: Fiscal Year 10 ODP Homeland Security Grant Program
GRANT PERIOD: 08/01/2012 to 07/31/2013
AWARD AMOUNT: \$45,000.00

Under the State Homeland Security Grant Program, the Department of Public Safety hereby awards to the aforementioned sub-grantee, a grant in the amount shown above for the purchase of equipment, for planning, training, exercise management and administrative costs. The allowable expenditures for these monies are described in detail in the Department of Homeland Security Guidelines, which can be accessed via Department of Homeland Security website at www.dhs.gov. These funds are to be used by your jurisdiction to enhance existing capabilities in order to develop the initial capacity within the state of Mississippi to respond to acts of domestic and international terrorism, the use of weapons of mass destruction and biochemical agents.

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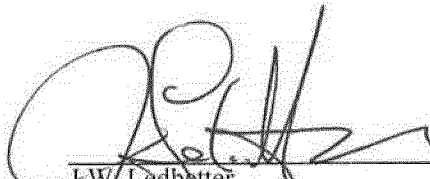
The sub-grantee hereby assures and certifies that it will comply with regulations, policies, guidelines and requirements set forth in the DOJ Financial Guide and the Standard Assurances as they relate to the application, acceptance, and use of federal funds. The grantee hereby assures and certifies that it will comply with regulations, policies, guidelines and requirements set forth in Local, State and Federal purchasing laws and in stipulations set forth in attached grant recipient agreement.

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Acceptance for the Sub-Grantee:

Sub-Grantee

Date


J.W. Ledbetter
Director

Date

GRANT RECIPIENT AGREEMENT

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13. The Applicant shall comply, as applicable, with provisions of the Davis-Bacon Act relating to labor standards.
14. The Applicant shall not enter into any contracts or purchase merchandise from any party or vendor which is disbarred or suspended from participating in Federal assistance programs.

Grant Recipient Representative

Date



STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF HOMELAND SECURITY

PHIL BRYANT
GOVERNOR

ALBERT SANTA CRUZ
COMMISSIONER

STATE HOMELAND SECURITY GRANT PROGRAM AWARD

DATE OF AWARD: August 2, 2012 GRANT NO: A10HS205T
SUB-GRANTEE: CITY OF HATTIESBURG (SALARIES)
PROGRAM NAME: Fiscal Year 10 ODP Homeland Security Grant Program
GRANT PERIOD: 08/01/2012 to 07/31/2013
AWARD AMOUNT: \$45,000.00

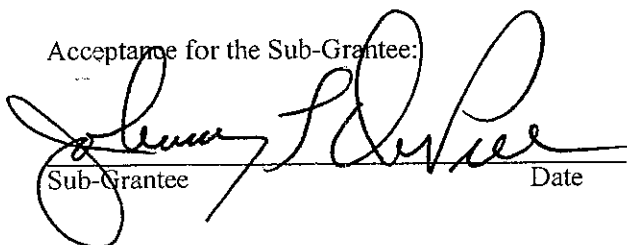
Under the State Homeland Security Grant Program, the Department of Public Safety hereby awards to the aforementioned sub-grantee, a grant in the amount shown above for the purchase of equipment, for planning, training, exercise management and administrative costs. The allowable expenditures for these monies are described in detail in the Department of Homeland Security Guidelines, which can be accessed via Department of Homeland Security website at www.dhs.gov. These funds are to be used by your jurisdiction to enhance existing capabilities in order to develop the initial capacity within the state of Mississippi to respond to acts of domestic and international terrorism, the use of weapons of mass destruction and biochemical agents.

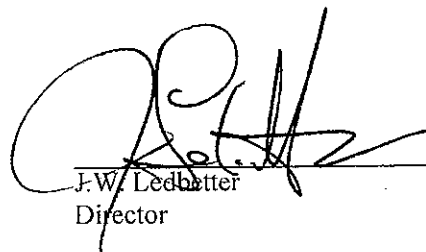
The projects and objectives outcome to be accomplished during the performance period of this grant will be in the form of equipment, selected from the approved equipment list, planning, training, exercise, management and administrative cost. All must be in compliance with the State Homeland Security Grant Program Guidance.

The sub-grantee hereby assures and certifies that it will comply with regulations, policies, guidelines and requirements set forth in the DOJ Financial Guide and the Standard Assurances as they relate to the application, acceptance, and use of federal funds. The grantee hereby assures and certifies that it will comply with regulations, policies, guidelines and requirements set forth in Local, State and Federal purchasing laws and in stipulations set forth in attached grant recipient agreement.

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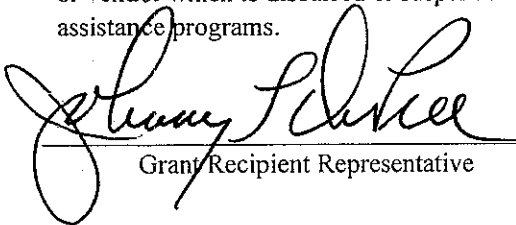
Acceptance for the Sub-Grantee:


Sub-Grantee _____ Date _____


J.W. Ledbetter _____ 8-21-12
Director Date

GRANT RECIPIENT AGREEMENT

1. The designated representative certifies that he/she has legal authority to apply for assistance.
2. The Applicant shall provide all necessary financial and managerial resources to meet the terms and conditions of receiving Federal and State assistance.
3. The Applicant shall use awarded funds solely for the purpose for which these funds are provided and as approved by the DPS Authorized Representative.
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13. The Applicant shall comply, as applicable, with provisions of the Davis-Bacon Act relating to labor standards.
14. The Applicant shall not enter into any contracts or purchase merchandise from any party or vendor which is disbarred or suspended from participating in Federal assistance programs.



Grant Recipient Representative

8-21-12

Date



STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF HOMELAND SECURITY

PHIL BRYANT
GOVERNOR

ALBERT SANTA CRUZ
COMMISSIONER

August 2, 2012

Mr. Don McCrory
54 Redfern Trail
Petal, MS 39465

Dear Mr. McCrory:

Enclosed you will find two State Homeland Security Grant Program Award Letters and Grant Recipient Agreements for the Fiscal Year 2010. These grant funds are for **the salary of Don McCrory for activities related to the Mississippi Office of Homeland Security Task Force initiatives and for the purchase of Equipment (all equipment must be approved by MOHS prior to purchase)**. The Task Force grant funds must be expended and request for reimbursement must be received in our office no later than July 31, 2013.

Please sign your Grant Award Letters and Grant Recipient Agreements and **return the originals** to this office no later than September 3, 2012. You will also need to complete Budget Detail Worksheets for these two grant awards. The Budget Detail Worksheets can be found on our office website (www.homelandsecurity.ms) under the grants tab. The Budget Detail Worksheets are in Microsoft Word so please be sure that you change the Fiscal Year at the top of each worksheet. Failure to return your signed original Grant Award Letters, Grant Recipient Agreements and the Budget Detail Worksheets by the above date will result in the reallocation of these funds.

Please feel free to contact our office if you should have any questions. You may reach us at 601-346-1500.

Regards,

A handwritten signature in black ink, appearing to read "Penny N. Corn".

Penny N. Corn, Grants Director
Mississippi Office of Homeland Security



City of Hattiesburg, MS

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

Master

File Number: 2012-1041

File ID: 2012-1041

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 08/14/2012

Brief Title: Homeland Security Grant Award Equipment 2012

Final Action:

Minute Book Number: MB 2012-1/291

Title: Acknowledge receipt of State Homeland Security Grant Program Award in the amount of \$25, 000.00.
Authorize acceptance and execution of Grant Recipient Agreement.

Notes:

Sponsors:

Enactment Date:

Attachments: Homeland Security Grant, executed Homeland Security Grant

Enactment Number:

Contact:

Meeting Date:

Drafter: Linda Montgomery

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/21/2012					

Text of Legislative File 2012-1041

Title

Acknowledge receipt of State Homeland Security Grant Program Award in the amount of \$25, 000.00.

Authorize acceptance and execution of Grant Recipient Agreement.

Summary

Homeland Security Grant Award



STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF HOMELAND SECURITY

PHIL BRYANT
GOVERNOR

ALBERT SANTA CRUZ
COMMISSIONER

STATE HOMELAND SECURITY GRANT PROGRAM AWARD

DATE OF AWARD: August 2, 2012 GRANT NO: E10HS205T
SUB-GRANTEE: CITY OF HATTIESBURG (EQUIPMENT)
PROGRAM NAME: Fiscal Year 10 ODP Homeland Security Grant Program
GRANT PERIOD: 08/01/2012 to 07/31/2013
AWARD AMOUNT: \$25,000.00

Under the State Homeland Security Grant Program, the Department of Public Safety hereby awards to the aforementioned sub-grantee, a grant in the amount shown above for the purchase of equipment, for planning, training, exercise management and administrative costs. The allowable expenditures for these monies are described in detail in the Department of Homeland Security Guidelines, which can be accessed via Department of Homeland Security website at www.dhs.gov. These funds are to be used by your jurisdiction to enhance existing capabilities in order to develop the initial capacity within the state of Mississippi to respond to acts of domestic and international terrorism, the use of weapons of mass destruction and biochemical agents.

The projects and objectives outcome to be accomplished during the performance period of this grant will be in the form of equipment, selected from the approved equipment list, planning, training, exercise, management and administrative cost. All must be in compliance with the State Homeland Security Grant Program Guidance.

The sub-grantee hereby assures and certifies that it will comply with regulations, policies, guidelines and requirements set forth in the DOJ Financial Guide and the Standard Assurances as they relate to the application, acceptance, and use of federal funds. The grantee hereby assures and certifies that it will comply with regulations, policies, guidelines and requirements set forth in Local, State and Federal purchasing laws and in stipulations set forth in attached grant recipient agreement.

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Acceptance for the Sub-Grantee:

Sub-Grantee

Date

J.W. Ledbetter
Director

Date

GRANT RECIPIENT AGREEMENT

1. The designated representative certifies that he/she has legal authority to apply for assistance.
2. The Applicant shall provide all necessary financial and managerial resources to meet the terms and conditions of receiving Federal and State assistance.
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5. The Applicant shall establish and maintain a proper accounting system to record expenditures of awarded funds in accordance with generally accepted accounting standards and OMB Circulars A-87 and A-133 as applicable and/or as directed by the DPS Authorized Representative.
6. The Applicant shall comply with the Single Audit Act of 1984 and will provide copies of audit reports when issued, 44CFR Part 14.
7. The Applicant shall give State and Federal agencies designated by the DPS Authorized Representative access to and the right to examine all records and documents related to use of award funds.
8. The Applicant shall return to the State, within thirty (30) days of such request by the DPS Authorized Representative, any advance funds which are not supported by audit or other Federal or State review of documentation by the Applicant.
9. The Applicant shall comply with all applicable provisions of Federal and State laws and regulations in regard to procurement of goods and services.
10. The Applicant shall comply with regulations implementing the Drug-Free Workplace Act of 1988, 44CFR Part 17, Subpart F.
11. The Applicant shall comply with all Federal and State statutes and regulations relating to non-discrimination.
12. The Applicant shall comply with provisions of the Hatch Act limiting political activities of public employees and 44CFR Part 18, New Restrictions on Lobbying.
13. The Applicant shall comply, as applicable, with provisions of the Davis-Bacon Act relating to labor standards.
14. The Applicant shall not enter into any contracts or purchase merchandise from any party or vendor which is disbarred or suspended from participating in Federal assistance programs.

Grant Recipient Representative

Date



STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF HOMELAND SECURITY

PHIL BRYANT
GOVERNOR

ALBERT SANTA CRUZ
COMMISSIONER

STATE HOMELAND SECURITY GRANT PROGRAM AWARD

DATE OF AWARD: August 2, 2012 GRANT NO: E10HS205T
SUB-GRANTEE: CITY OF HATTIESBURG (EQUIPMENT)
PROGRAM NAME: Fiscal Year 10 ODP Homeland Security Grant Program
GRANT PERIOD: 08/01/2012 to 07/31/2013
AWARD AMOUNT: \$25,000.00

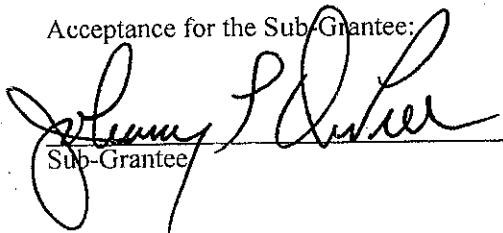
Under the State Homeland Security Grant Program, the Department of Public Safety hereby awards to the aforementioned sub-grantee, a grant in the amount shown above for the purchase of equipment, for planning, training, exercise management and administrative costs. The allowable expenditures for these monies are described in detail in the Department of Homeland Security Guidelines, which can be accessed via Department of Homeland Security website at www.dhs.gov. These funds are to be used by your jurisdiction to enhance existing capabilities in order to develop the initial capacity within the state of Mississippi to respond to acts of domestic and international terrorism, the use of weapons of mass destruction and biochemical agents.

The projects and objectives outcome to be accomplished during the performance period of this grant will be in the form of equipment, selected from the approved equipment list, planning, training, exercise, management and administrative cost. All must be in compliance with the State Homeland Security Grant Program Guidance.

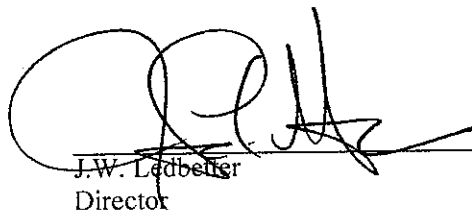
The sub-grantee hereby assures and certifies that it will comply with regulations, policies, guidelines and requirements set forth in the DOJ Financial Guide and the Standard Assurances as they relate to the application, acceptance, and use of federal funds. The grantee hereby assures and certifies that it will comply with regulations, policies, guidelines and requirements set forth in Local, State and Federal purchasing laws and in stipulations set forth in attached grant recipient agreement.

This award document is your authorization to expend jurisdiction funds. Expenditures incurred prior to the execution of this grant award period are not allowable. Reimbursements and advances will only be provided once a month. A signed copy of said agreement must be returned to DPS prior to release of payment. If your jurisdiction has not expended funds prior to the end of the grant period, this office will redistribute these funds accordingly.

Acceptance for the Sub-Grantee:


Sub-Grantee

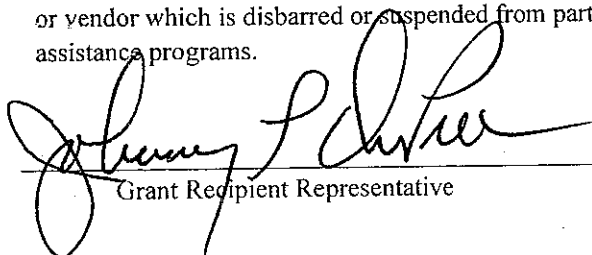
Date


J.W. Ledbetter
Director

8-21-12
Date

GRANT RECIPIENT AGREEMENT

1. The designated representative certifies that he/she has legal authority to apply for assistance.
2. The Applicant shall provide all necessary financial and managerial resources to meet the terms and conditions of receiving Federal and State assistance.
3. The Applicant shall use awarded funds solely for the purpose for which these funds are provided and as approved by the DPS Authorized Representative.
4. The Applicant is aware of and shall comply with cost-sharing requirements.
5. The Applicant shall establish and maintain a proper accounting system to record expenditures of awarded funds in accordance with generally accepted accounting standards and OMB Circulars A-87 and A-133 as applicable and/or as directed by the DPS Authorized Representative.
6. The Applicant shall comply with the Single Audit Act of 1984 and will provide copies of audit reports when issued, 44CFR Part 14.
7. The Applicant shall give State and Federal agencies designated by the DPS Authorized Representative access to and the right to examine all records and documents related to use of award funds.
8. The Applicant shall return to the State, within thirty (30) days of such request by the DPS Authorized Representative, any advance funds which are not supported by audit or other Federal or State review of documentation by the Applicant.
9. The Applicant shall comply with all applicable provisions of Federal and State laws and regulations in regard to procurement of goods and services.
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11. The Applicant shall comply with all Federal and State statutes and regulations relating to non-discrimination.
12. The Applicant shall comply with provisions of the Hatch Act limiting political activities of public employees and 44CFR Part 18, New Restrictions on Lobbying.
13. The Applicant shall comply, as applicable, with provisions of the Davis-Bacon Act relating to labor standards.
14. The Applicant shall not enter into any contracts or purchase merchandise from any party or vendor which is disbarred or suspended from participating in Federal assistance programs.


Grant Recipient Representative

8-21-12

Date



City of Hattiesburg, MS

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

Master

File Number: 2012-1040

File ID: 2012-1040

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 08/14/2012

Brief Title: Accepting bid for One (1) New Street Sweeper for Public Works

Final Action:

Minute Book Number: MB 2012-1/292

Title:

Acknowledge bids received on July 12, 2012 for One (1) New Street Sweeper for Public Works and Accept the bid from Waters International, Inc. at a total cost of \$204,792.56 as the lowest and best bid received that meets the City's advertised specifications.

Notes:

Sponsors:

Enactment Date:

Attachments: 08-21-Accept Street Sweeper.pdf

Enactment Number:

Contact:

Meeting Date: 08/21/2012

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/21/2012					

Text of Legislative File 2012-1040

Title

Acknowledge bids received on July 12, 2012 for One (1) New Street Sweeper for Public Works and Accept the bid from Waters International, Inc. at a total cost of \$204,792.56 as the lowest and best bid received that meets the City's advertised specifications.

Summary

Accepting bid for One (1) New Street Sweeper for Public Works



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

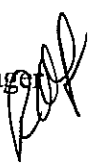
Dave J. Ware, II

Council - Ward 5

Henry Naylor

MEMORANDUM

TO: Purchasing ^{Manager} ~~Director~~

FROM: Andy Ferguson, General Manager 

DATE: August 6, 2012

RE: **Street Sweeper Bid Review**

I have reviewed the bid comparison for Samson Equipment, and it does not meet the bid requirement. If we were to consider their bid, the specifications would have to be reworked and the bid process started over.

The bid from Waters International Truck, Inc. does appear to meet the specifications according to the bid review provided. Since it meets the specifications and is the best price, I recommend we accept this bid.

Should you have additional questions or concerns, please contact me at 601-545-4648.

AF/sp



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

Dave J. Ware, II

Council - Ward 5

Henry Naylor

MEMORANDUM

TO: Mayor and Council

FROM: Verlina Underwood, Purchasing Manager

DATE: August 14, 2012

SUBJECT: Street Sweeper for Public Works

On July 12, 2012, bids were received from Waters International, Inc, Covington Sales & Service, Inc., Sansom Equipment, Truck Equipment Sales, Inc., and Gulf City Body & Trailer Works, Inc. for furnishing the above referenced item. The bids from Sansom Equipment, Truck Equipment Sales, Inc., and Gulf City Body & Trailer Works, Inc. do not meet the City's advertised specifications. Therefore, I wish to recommend acceptance of the bid from Waters International, Inc. at a cost of \$204,792.56, as the lowest and best bid received that meets the City's advertised specifications.

Please call should you have any questions concerning this recommendation.

BID TABULATION

ITEM: Street Sweeper for Public Works

BIDS RECEIVED: July 12, 2012

VENDOR	TOTAL PRICE
Waters International Trucks, Inc	\$204,792.56
Covington Sales & Service, Inc	\$204,940.00
Sansom Equipment Company (does not meet specifications)	\$184,158.00
Truck Equipment Sales, Inc (does not meet specifications)	\$212,931.00
Gulf City Body & Trailer Works, Inc (does not meet specifications)	\$217,433.00



WATERS INTERNATIONAL TRUCKS, INC.

80 S & K DRIVE

P.O. BOX 831

HATTIESBURG, MS 39402

PHONE: 601-544-7401 FAX: 601-544-7478

Sales – Parts – Service

July 10, 2012

City of Hattiesburg
Office of City Clerk
P.O. Box 1898
Hattiesburg, MS 39401

We are pleased to provide the following quotation in response to your bid request
For **ONE (1) NEW STREET SWEEPER FOR PUBLIC WORKS:**

- (1) 2013 International 4300 SBA 4X2 Cab & Chassis, per your specifications,
- (2) Schwarze M6000TE Street Sweeper, per your specifications

Total Unit Price:

\$204,792.56

Bid enclosed per your specifications and Addendum dated April 23, 2012.

Delivery to the City of Hattiesburg, MS within 120-150 days after receipt of purchase order.

Please feel free to call upon me should you have any questions regarding this bid.

Thank you,

Dennis Polk
Branch Manager

FILED

JUL 12 2012

EDDIE RAYERS, CITY CLERK
By:
Deputy Clerk

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Thursday, July 12, 2012, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following items, to-wit:

ONE NEW STREET SWEEPER FOR PUBLIC WORKS

The above shall be bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request.

Each BID must be received in a sealed envelope which is marked in the lower left-hand corner with the word "BID" and the NAME OF ITEM REFERENCED ABOVE on which bid is being made and the DATE OF BID RECEIPT.

The Council reserves the right to reject any or all bids received and to waive informalities.

PUBLISHED by Order of the Council on this, the 5th day of June 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY:

CITY CLERK

(SEAL)

SPECIFICATIONS FOR: ONE (1) NEW STREET SWEEPER FOR PUBLIC WORKS

Bidder shall bid on furnishing the above item(s) which meet(s) or exceed(s) the following specifications, to-wit:

SEE ATTACHED DETAILED SPECIFICATIONS

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

SEALED bids will be received until 10:00 A.M., Thursday, July 12, 2012, in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the above described item(s). It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of Sealed bids.

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

**BID
ONE (1) NEW STREET SWEEPER FOR PUBLIC WORKS
SUBMITTED BY 10:00 A.M. JULY 12, 2012**

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

APPROVED on this, the 5th day of May A. D., 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY:

CITY CLERK

SPECIFICATIONS APPROVED BY:

PUBLIC WORKS

STREET SWEEPER SPECIFICATIONS

CHASSIS ENGINE

Compliance

- YES Engine shall be a Tier 4 turbo-charged electronic diesel engine. To be a minimum of 365 cubic inches.
- YES Horsepower rating shall be minimum of 200 HP @ 2600 RPM. Torque rating shall be 560 LB/FT @ 1400 RPM.
- YES Engine to have automatic shutdown with 30 second delay and warning light and buzzer for low engine oil pressure, high coolant temperature, low coolant level. Shutdown system to include automatic override.
- YES Air Cleaner to be a two stage, heavy-duty dual element dry-type air cleaner with restriction indicator.
- YES Alternator shall be 100 Amp.
- YES Two maintenance free batteries shall be provided with 1100 total CCA.
- YES Chassis to be equipped with 1000 watt block leader.
- YES Engine cooling fan to be Borg-Warner Series 790 viscous screw type.
- YES Chassis engine to share 50-gallon fuel tank and batteries with auxiliary engine. No exceptions.
- YES Engine exhaust shall be horizontal on right hand side.
- YES Engine shall be equipped with a full flow oil filter.
- YES Chassis to include fuel/water separator mounted on engine and fuel filter in a single assembly.

TRANSMISSION

- YES Transmission shall be an electronic 5-speed automatic Allison 2500 RDS.
- YES Transmission to have oil filter mounted on transmission.
- YES Transmission to have transmission oil temperature gauge mounted in dash.

DUAL SIT-DOWN STEERING

STREET SWEEPER SPECIFICATIONS

- YES Chassis to have dual steering.
- YES No dual steering installed by the sweeper manufacturer. No exceptions.
- YES Dual steering to have accelerator and brake controls, self-canceling turn signal, horn, headlight dimmer switch with flash-to-pass feature, and four way flasher controls at each driving position.
- YES Both driving positions to have tilt steering wheel.
- YES Ignition switch to be relocated to the center of dash.
- YES Single or center mounted steering will not be accepted. Dual steering must not be installed by sweeper manufacturer.
- YES Turning radius to be a maximum of 19.0 feet.

FRONT AXLE & SUSPENSION

- YES Front axle to be I-beam type with a minimum capacity of 10,000 lbs. No exceptions.
- YES Front suspension to be a minimum 10,000 lb. capacity taper leaf spring.
- YES Front suspension to have shock absorbers.

REAR AXLE & SUSPENSION

- YES Rear axle to be Dana Spicer 23082T 2 speed with a minimum capacity of 23,000 lbs. No exceptions.
- YES Rear suspension to be a Chalmers CSI 1023 minimum 23,000 lb. capacity.
- YES Sweepers that require the operator to make adjustments in the cab to the suspension to allow the sweeper to sweep or travel at highway speeds will not be accepted. ~~Minimum suspension~~
- YES Rear axle to be 2-speed having ratios of 6.17/8.40 *Minimum 6.14 / 8.40:1*

BRAKE SYSTEM EQUIPMENT

STREET SWEEPER SPECIFICATIONS

- YES Brakes to be air brake system. No hydraulic brake system will be accepted.
- YES Bendix four channel anti-lock braking system to be provided.
- YES Front brakes to be 15" X 4". Rear brakes to be 16.5" X 7".
- YES MGM TR30/30 spring actuated parking brake chambers to be provided.
- YES Bendix heated AD-IP air dryer to be provided.
- YES Air compressor to be Bendix Tu-Flo 550 13.2 CFM.
- YES Front & rear brakes to have automatic slack adjusters.
- YES Front & rear brakes to have brake dust shields.
- YES All air reservoirs to have air tank twist-type drain valves.

FRAME & WHEELBASE

- YES Wheelbase to be 130". Cab to axle to be 63". EXCEEDS
- YES Frame rails to be 10.250" X 3.092" X .375" high strength low alloy steel (80,000 PSI yield). Any chassis not meeting or exceeding these minimum standards will not be accepted.
- YES GVW to be minimum of 33,000 lb.

TIRES & WHEELS

- YES Tires to be 11R 22.5 and be 14 ply.
- YES Rear axle to have dual tires and wheels on each side of axle.
- YES Wheels to be ⁸⁻¹⁰ 8-10 stud steel disc hub piloted 22.5 X 8.25. Chassis that have 22.5 X 7.50 wheels will not be accepted.
- YES Wheels to be interchangeable to allow emergency change at the job site.

CAB EXTERIOR

- YES Cab to conventional type with steel cab and fiberglass tilting front end.
- YES Door/ignition locks to be keyed alike.

STREET SWEEPER SPECIFICATIONS

- YES Headlights to be halogen and to include daytime running lights feature.
- YES Chassis to have dual 16"x17" west coast mirrors mounted on doors.
- YES 8" diameter chrome parabolic mirrors to be mounted under west coast mirrors.
- YES 8" diameter chrome parabolic mirrors to be mounted on front fenders for viewing gutter brooms.
- YES All chassis windows to be tinted.
- YES Chassis to be equipped with Single Trumpet Grover Air Horn.
- YES Door windows to roll down. No sliding windows.
- YES Chrome towel bar-type exterior grab handles to be provided on each side of cab. No exceptions.
- YES Front grill to be chrome.

CAB INTERIOR

- YES Air conditioner to be provided with integral heater and defroster.
- YES Both seats to be high-back, National 2000-295 air-suspension seats. Seats to have air lumbar support.
- YES Seat cover material to be vinyl.
- YES Three point, lap and shoulder seat belts to be provided.
- YES Molded plastic arm rests to be provided on each door.
- YES Ashtray and cigar lighter to be provided.
- YES Dome light to be door activated.

INSTRUMENTS & CONTROLS

- YES Chassis gauges to include speedometer, tachometer, oil pressure, water temperature, air pressure for air brakes, voltmeter, fuel, and transmission temperature at both driving positions. Right side gauges to match factory gauge cluster on the left side.

STREET SWEEPER SPECIFICATIONS

- YES Odometer to display miles, trip miles, engine hours, and trip hours.
- YES Visual and audible warning system to be provided for low fuel, low oil pressure, high engine coolant temperature, low coolant level, and low battery voltage.
- YES Chassis to have electronic cruise control integral to steering wheel. Cruise control on left side driving position only.
- YES AM/FM/CD radio with weather band and clock to be provided. Speakers to be dual-cone.
- YES Two-speed windshield wiper control with wash and intermittent feature at both driving positions.

PAINT COLOR

- YES The chassis and wheels shall be painted white.
- YES Chassis frame to be painted ~~white~~.

CHASSIS WARRANTY

- YES Basic vehicle warranty to be 24 months/unlimited distance.
- YES Drive train components warranty to be 24 months/unlimited distance.
- YES Cab structure and sheet metal, cab corrosion, and frame rails & cross members warranty to be 60 months/unlimited distance.

DELIVERY

- YES The unit shall be delivered completely assembled, serviced, and ready to operate.
- YES Bidder to state delivery date.
- YES The bidder shall supply chassis operators manual. Service manual on CD ROM, and parts manual.



HATTIESBURG MISSISSIPPI

MECHANICAL STREET SWEEPER SPECIFICATIONS

Sweeper Engine

Compliance

- COMPLY/A. A Tier III EPA 07 auxiliary diesel turbo charged engine to be provided to power the sweeper. The engine shall be a four-cylinder Deutz model BFL2011 with a horsepower rating of not less than 79 hp at 2800 RPM and a peak torque rating of not less than 169.5 ft/lb at 1600 RPM. Minimum displacement shall not be less than 166.7 cubic inches.
- COMPLY/B. Engine to have an integrated cooling system. Cooling and lubrication to be with oil.
- COMPLY/C. For ease of maintenance, all services to be done on one engine side. Remote oil drain plug to be provided.
- COMPLY/D. Engine shall equipped with a full flow spin-on oil filter and fuel filter.
- COMPLY/E. Unit shall have a heavy-duty two-stage dry type Donaldson air cleaner.
- COMPLY/F. Engine to be equipped with engine shutdown system that shuts down engine or low oil pressure and high oil temperature.
- COMPLY/G. Engine to be equipped with a 12-volt ignition system, electric starter and a 60-amp alternator.
- COMPLY/H. Sweeper engine and chassis engine shall not share chassis batteries.
- COMPLY/I. Sweeper auxiliary engine to share 56-gallon fuel tank with chassis engine.
- COMPLY/J. Auxiliary engine shall be protected from the elements by a fully enclosed compartment to include top and sides. Compartment shall also be designed to reduce auxiliary engine noise.

Hydraulic System

Compliance

- COMPLY/A. Hydraulic oil reservoir capacity shall be a minimum of 35 gallons and to be equipped with a tank mounted combination temperature and sight level gauge.
- COMPLY/B. The hydraulic cooler shall have a BTU rating of 120,000 at an ambient temperature of 100 degrees Fahrenheit. The cooler must have dual fans.



HATTIESBURG MISSISSIPPI

MECHANICAL STREET SWEEPER SPECIFICATIONS

The cooler must measure 24" by 24" and be mounted at the upper rear corner of compartment to minimize dust and dirt in the radiator.

- COMPLY C. The entire oil supply shall pass through an oil cooler and a 10 micron return filter.
- COMPLY D. The hydraulic oil reservoirs pump supply port shall be routed through a 100 mesh suction strainer.
- COMPLY E. The hydraulic pump shall be a variable displacement piston-type with load sensing capabilities to provide power on demand to all sweeping functions including gutter brooms, elevator and the main broom. In addition, the pump shall supply power for hopper raise/lower and dump, gutter broom, elevator, and main broom raise/lower.
- COMPLY F. All hydraulic directional control valves shall have a manual override. There shall be a valve bank on the left side and right side. The left side shall be for all rotation functions. The right side shall be for all lifting functions. All valves shall include LED diinn connectors for trouble shooting.
- COMPLY G. All hydraulic connections shall be SAE O-ring or 37 degree flare type. No pipefitting type connections allowed except on the hydraulic reservoir suction strainer, tank plugs, and flanges.
- COMPLY H. The sweeper hydraulic circuit shall be equipped with quick disconnect pressure check ports.

Dirt Conveyor

Compliance

- COMPLY A. The elevator shall be a minimum of 58" wide at broom opening and entry into hopper.
- COMPLY B. Elevator to be hydraulically driven by a chain and sprocket system.
- COMPLY C. Conveyor shall have replaceable rubber wiper squeegee flight system capable of conveying all types of materials into the sweeper hopper. System shall have a minimum of 13 flights.
- COMPLY D. Elevator to have a built-in cascading elevator flushing system-powered by hydrant water. Sweeper to be permanently plumbed for this operation. Water hose needed to connect to hydrant shall be provided



HATTIESBURG MISSISSIPPI

MECHANICAL STREET SWEEPER SPECIFICATIONS

and have a stage compartment behind right rear wheel. Systems, because of design, that require a separate lower roller on board cleaning system will not be accepted.

- COMPLY E. Elevator must be capable of reverse operations to clear elevator jams and to clean elevator. This shall be controlled in-cab.
- COMPLY F. Upper and lower elevator shaft to be a minimum 2" diameter. No exceptions.
- COMPLY G. An in-cab alarm and light shall be provided to alert the operator if the conveyor should jam.
- COMPLY H. Elevator must be equipped with in cab variable speed controls, allowing it to rotate at a speed independent of any other function.

Hopper

Compliance

- COMPLY A. The hopper shall have a volumetric capacity of not less than five (5) cubic yards with a minimum useable capacity of 3.5 cubic yards.
- COMPLY B. Dumping shall be to the right side of the sweeper.
- COMPLY C. The hopper shall be a variable high dump capable of being raised for a dump height of between 16" to 138" measured from the ground to the bottom edge of a 48" hopper door in the dump position. Lifting hopper shall be by use of scissors lift mechanism.
- COMPLY D. The hopper door shall be 48" long as measured in the dump position.
- COMPLY E. The scissors mechanism shall be capable of lifting 14,000 pounds or 7 tons while maintaining a 3:1 design factor on all critical components. Scissors shall be constructed of 3" x 6" rectangular tubing. Scissors shall also incorporate self-lubricating slides in the frame channels. Rollers are not acceptable due to flat spotting and structural integrity.
- COMPLY F. Hopper to be made of 10 gauge welded steel construction. Hopper floor to be made from 7 gauge steel.
- COMPLY G. The hopper raise cylinders shall be equipped with integral load controls complete with thermal relief to control cylinder movement.



HATTIESBURG MISSISSIPPI

MECHANICAL STREET SWEEPER SPECIFICATIONS

- COMPLY/H. Operator shall be capable of controlling and viewing dump process from inside the cab.
- COMPLY/I. Hopper to have Plexiglas inspection window in front of the hopper for easy viewing. Hopper shall also have a window to allow light into the hopper for easier viewing of debris inside.
- COMPLY/J. The hopper dump angle to be minimum of 52 degrees.
- COMPLY/K. The chassis park brake shall be automatically applied to allow hopper movements and must be manually disengaged when hopper is lowered and stowed.
- COMPLY/L. Hopper safety prop shall be provided and shall have a storage location under the scissors lift.
- COMPLY/M. An in-cab alarm and light shall be provided to alert the operator when the hopper is not seated on the chassis frame.
- COMPLY/N. Hopper shall be equipped with a an in-cab hopper full indicator and alarm
- COMPLY/O. Hopper must include a hydraulically driven Load Leveler to eliminate load shifting by applying the chassis brakes.

Main Pickup Broom

Compliance

- COMPLY/A. Main pickup broom shall be hydraulically driven through a chain and sprocket system.
- COMPLY/B. The broom core shall be not be less than 36" in diameter and not less than 58" in length and shall be of polyester material.
- COMPLY/C. Main broom shall have in-cab control for pneumatic suspension for instant adjustment of broom down pressure. Pneumatic broom cylinders shall be a maximum of 2 1/2" diameters to allow for instant adaptation to road conditions.
- COMPLY/D. Main broom shall be mounted on self-aligning friction bearings and shall utilize 1 1/2" diameter broom shaft.



HATTIESBURG MISSISSIPPI

MECHANICAL STREET SWEEPER SPECIFICATIONS

- COMPLY F. Broom shall be shielded by a plastic hinged broom hood that is designed to prevent material from being thrown into following traffic.
- COMPLY G. The hinged broom hood will allow access to broom bristles from the top providing easy washout of the main broom assembly.
- COMPLY H. Main broom to have two led work lights for night operations mounted on the rear of the sweeper.
- COMPLY I. Main Main broom must be equipped with in cab variable speed controls, allowing broom to rotate at a speed independent of any other function.

Gutter Brooms

Compliance

- COMPLY A. Dual gutter brooms shall be minimum of 49" diameter, 26" wire filled, forward facing digger type for removing debris from gutter area.
- COMPLY B. Gutter brooms to be direct hydraulic drive.
- COMPLY C. Each gutter broom shall be hydraulically retractable for a travel width of 8 feet.
- COMPLY D. Gutter brooms shall have in-cab control for pneumatic suspension for instant adjustment of broom down pressure. Pneumatic cylinders shall be 4" in diameter.
- COMPLY E. Dual gutter broom sweeping path to be a minimum of 10 feet.
- COMPLY F. Each gutter broom shall additionally incorporate an hydraulic actuated tilt capability of 27 degrees, remotely controlled from the operators seat to allow instant adjustment for debris removal from deep gutters (such as those resulting from multiple overlays of blacktop).
- COMPLY G. A center deflector shall be provided to direct debris thrown by the gutter brooms into the path of the main broom. The deflector shall be positioned under the sweeper and in between the gutter brooms. Deflector to raise and lower with the main broom and elevator.



HATTIESBURG MISSISSIPPI

MECHANICAL STREET SWEEPER SPECIFICATIONS

- COMPLY H. Dual gutter brooms shall have the ability of being pinned in the outer most position.
- COMPLY I. Gutter brooms shall be hydraulically raised and lowered from the cab.
- COMPLY K. Each gutter broom shall be equipped with led work lights for night operations.
- COMPLY L. Gutter brooms to have separate switches for raise/lower and rotation functions.
- COMPLY M. Gutter brooms must be equipped with in cab variable speed controls, allowing brooms to rotate at a speed independent of any other function.

Dust Control System

Compliance

- COMPLY A. Water spray to be supplied by an electric diaphragm water pump. The water pump to produce a minimum of 100 PSI, with a minimum 5.88 gpm. The water pump to automatically disengage when the water supply is depleted.
- COMPLY C. Water tank capacity shall not be less than 200 gallons on a conventional chassis. Water tank shall be constructed of polyethylene for strength and corrosion resistance.
- COMPLY D. A minimum 25-foot long fire hydrant fill hose shall be provided with a 2.5" NST coupling to fill water tank. A 2" air gap shall be provided between water fill tube and water tank. Hydrant hose shall include a hydrant wrench and hose storage rack located behind right rear tire.
- COMPLY E. Water system to be filtered by an 100-micron cleanable filter located between tank and water pump. For ease of cleaning, water filter to be at ground level.
- COMPLY F. 3 each spray nozzles to be located each gutter broom.
- COMPLY G. A spray bar shall be located at the main broom. Spray bar shall have 5 nozzles.
- COMPLY H. A spray bar shall be located at the front bumper. Spray bar shall have 7 nozzles.



HATTIESBURG MISSISSIPPI

MECHANICAL STREET SWEEPER SPECIFICATIONS

- COMPLY I. Each water function shall have its own independent on/off cab controlled solenoid valve.
- COMPLY J. An in-cab water level gauge shall warn operator when water supply is near depletion.
- COMPLY K. The water system shall incorporate an air purge system for flushing water lines during freezing conditions.
- COMPLY L. Water flow from the reservoir is controlled by a shut-off valve with an accessible water strainer. The reservoir is equipped with removable man hole covers for tank clean out.
- COMPLY M. A low water level alarm and indicator shall be provided to alert the operator of the depletion of the dust suppression system tank.

Operating Controls

Compliance

- COMPLY A. Sweeper shall be equipped with dual steering and controls for left or right hand operations. Center mounted steering or single steering is not acceptable.
- COMPLY B. Console to have independent switches for operating left gutter, left gutter broom tilt, left gutter broom rotation, right gutter broom, right gutter broom tilt, right gutter broom rotation, main broom, elevator, forward/reverse rotation, and raise/lower. All switches to be lighted and have international symbols for easy identification.
- COMPLY C. Console to have water pump on/off switch. Independent water control switches for left gutter broom, right gutter broom, main broom spray bar, and front spray bar. All switches to be lighted and have international symbols for easy identification.
- COMPLY D. Console to have independent switches for each gutter broom light, main broom lights, cab mounted strobe, and rear mounted strobe.
- COMPLY E. Console to have warning light for low water level.
- COMPLY F. Warning alarm and light shall be provided for elevator jam.
- COMPLY G. All main electrical systems to be separately fused at control console by resettable circuit breakers.



HATTIESBURG MISSISSIPPI

MECHANICAL STREET SWEEPER SPECIFICATIONS

Electrical System

Compliance

- COMPLY A. All wires shall be number coded for ease of identification.
- COMPLY B. Warning indicator shall be provided for hopper full, low hydraulic oil, and elevator jam. Warning indicators to be mounted on center console.

Safety Equipment

Compliance

- COMPLY A. Sweeper to meet all federal motor vehicle safety standards. All Sweeper lighting must be LED.
- COMPLY B. Sweeper shall be equipped with a rear mounted LED strobe light with limb guard.
- COMPLY C. A hopper safety prop to be provided.
- COMPLY D. The chassis park brake shall be applied to allow all hopper movements and be manually disengaged when hopper is lowered and stowed.
- COMPLY E. Sweeper shall be equipped with backup alarm, cab-mounted fire extinguisher, Slow Moving Vehicle emblem, and a warning triangle kit.
- COMPLY F. Sweeper shall have rear LED taillights and an integral 3rd, center, high mounted LED stoplight.
- COMPLY G. For safety of operator, no sweeper hydraulic lines to run into or through the cab.
- COMPLY H. Permanent warning labels shall be provided at all hazard areas.
- COMPLY I. Sweeper standby must be provided, allowing the operator to use one switch to engage/disengage all sweeping functions including: gutter brooms, main broom, and water functions while sweeping.
- COMPLY J. Sweeper shall be equipped with a dual camera system with an LCD cab mounted monitor. One camera shall be mounted to view the right gutter



HATTIESBURG MISSISSIPPI

MECHANICAL STREET SWEEPER SPECIFICATIONS

COMPLY

broom looking forward down the curb line. The second camera shall be rear mounted and provide viewing of the rear of the sweeper.

Additional Equipment Required

(To be included in bid and be part of the basic quote)
Compliance

COMPLY

A. 12" diameter parabolic mirrors must be provided and must be tripod mounted on chassis front fenders.

COMPLY

B. Sweeper to have a permanently attached lubrication plaque. Lube plaque to graphically outline the lube points on sweeper, type of lubrication and the frequency of lubrication.

COMPLY

C. Sweeper and chassis to be equipped with an auto-lubrication system to lubricate all sweeper and chassis components per various maintenance schedules.

Paint Color

Compliance

COMPLY

A. The sweeper shall be painted with 1 coat of sealer/primer and 2 coats of DuPont Imron 5000 polyurethane paint in the manufacturer's standard white color. Paint shall be lead free.

COMPLY

B. Gutter brooms and sweeper frame to be painted a polyurethane textured semi-gloss black for long life.

Sweeper Warranty

Compliance

COMPLY

A. Per manufacturer's stated warranty, sweeper shall be warranted to be free of defective materials and workmanship for a period of 12 months or 1,200 hours from date of delivery. No exceptions.

COMPLY

B. Auxiliary engine to have a 24 month 2000 hours unlimited warranty.



HATTIESBURG MISSISSIPPI

MECHANICAL STREET SWEEPER SPECIFICATIONS

Delivery

Compliance

- COMPLY A. The unit shall be delivered completely assembled, serviced, and ready to operate. The bidder shall have a qualified service representative in attendance with the sweeper during start-up operations to make any adjustments needed and to give operator instruction on the proper operation of the sweeper.
- COMPLY B. Bidder to state delivery date.
- COMPLY C. The bidder shall supply a complete sweeper manual. Manual to include system/component descriptions, sweeper operation, maintenance, troubleshooting, illustrated parts listing



4300M7 SBA 4x2

Sales Proposal For:

City Of Hattiesburg

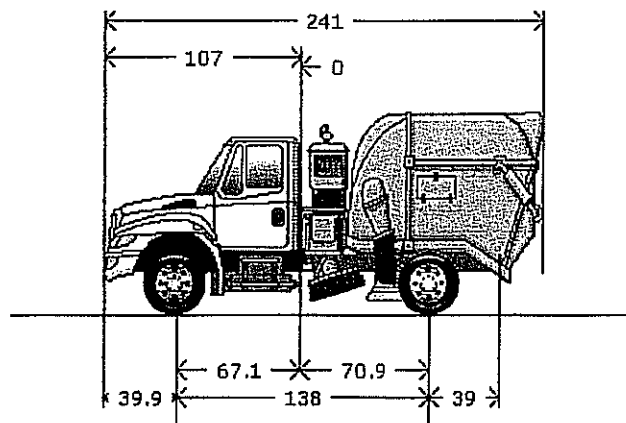
Presented By:

WATERS INTERNATIONAL TRC

Prepared For:
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(601)545 - 4552

Presented By:
WATERS INTERNATIONAL TRC
Dennis Polk
80 S & K Drive
P.O. Box 831
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(601)544-7401

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.



Model Profile
2013 4300M7 SBA 4X2 (MA065)

APPLICATION:	Street Sweeper
MISSION:	Requested GVWR: 33000. Calc. GVWR: 33000 Calc. Start / Grade Ability: 29.80% / 1.75% @ 55 MPH Calc. Geared Speed: 74.0 MPH
DIMENSION:	Wheelbase: 138.00, CA: 70.90, Axle to Frame: 39.00
ENGINE, DIESEL:	{MaxxForce 7} EPA 10, 220 HP @ 2600 RPM, 560 lb-ft Torque @ 1400 RPM, 2800 RPM Governed Speed, 220 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 2500_RDS_P} 4th Generation Controls; Wide Ratio, 5-Speed, With Overdrive; On/Off Hwy; 33,000 lb GVW & GCW Max., With PTO Provision, Less Retarder
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-10-122A} I-Beam Type, 10,000-lb Capacity
AXLE, REAR, SINGLE:	{Dana Spicer 23082T} Two-Speed, 23,000-lb Capacity, 200 Wheel Ends Gear Ratio(s): 6.17, 8.40
CAB:	Conventional
TIRE, FRONT:	(2) 11R22.5 G661 HSA (GOODYEAR) 497 rev/mile, load range G, 14 ply
TIRE, REAR:	(4) 11R22.5 G661 HSA (GOODYEAR) 497 rev/mile, load range G, 14 ply
SUSPENSION, REAR, SINGLE:	{Chalmers 1023 Series} 23,000 lb. Capacity, Shocks Mounted Ahead of Drive Axle, 10.97"/8.66" Unladen/Laden Ride Height
PAINT:	Cab schematic 100GA Location 1: 9219, Winter White (Std) Chassis schematic N/A

INTERNATIONAL®**Vehicle Specifications**
2013 4300M7 SBA 4X2 (MA065)

July 10, 2012

<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
Base Chassis, Model 4300M7 SBA 4X2 with 138.00 Wheelbase, 70.90 CA, and 39.00 Axle to Frame.	6019/2734	8753
TOW HOOK, FRONT (2) Frame Mounted	9/-1	8
FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.375" x 3.705" x 0.438" (263.5mm x 94.1mm x 11.1mm); 456.0" (11582mm) Maximum OAL	139/141	280
BUMPER, FRONT Full Width, Aerodynamic, Steel; 0.142" Material Thickness	0/0	0
<u>Includes</u> : BUMPER, FRONT Powder Coated Gray (Argent) Color		
WHEELBASE RANGE 128" (325cm) Through and Including 183" (465cm)	0/0	0
AXLE, FRONT NON-DRIVING (Meritor MFS-10-122A) I-Beam Type, 10,000-lb Capacity	41/0	41
<u>Notes</u> : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.		
SUSPENSION, FRONT, SPRING Parabolic, Taper Leaf; 10,000-lb Capacity; With Shock Absorbers	65/0	65
<u>Includes</u> : SPRING PINS Rubber Bushings, Maintenance-Free		
<u>Notes</u> : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.		
BRAKE SYSTEM, AIR Dual System for Straight Truck Applications	85/45	130
<u>Includes</u> : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE Bendix On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SLACK ADJUSTERS, FRONT Automatic : SLACK ADJUSTERS, REAR Automatic : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4		
<u>Notes</u> : Front and Rear Dust Shields not Included : Rear Axle is Limited to 19,000-lb GAWR with Code 04091 BRAKE SYSTEM, AIR and Code 04NCL BRAKES, REAR, AIR CAM Regardless of Axle/Suspension Ordered. : Rear Axle is Limited to 20,000-lb GAWR with Code 04091 BRAKE SYSTEM, AIR and Code 04NCG BRAKES, REAR, AIR CAM Regardless of Axle/Suspension Ordered.		
DRAIN VALVE (Berg) Manual; With Pull Chain, for Air Tank	1/0	1
<u>Includes</u> : DRAIN VALVE Mounted in Wet Tank		
AIR BRAKE ABS (Bendix AntiLock Brake System) Full Vehicle Wheel Control System (4-Channel)	9/21	30
AIR DRYER (Bendix AD-IP) With Heater	0/0	0
<u>Includes</u> : AIR DRYER LOCATION Inside Left Rail, Back of Cab		
BRAKE CHAMBERS, SPRING Relocated To Rear Of Rear Axle For Maximum Ground Clearance	0/0	0
BRAKE CHAMBERS, FRONT AXLE (Haldex) 20 SqIn	0/0	0

INTERNATIONAL®**Vehicle Specifications
2013 4300M7 SBA 4X2 (MA065)**

July 10, 2012

Description

<u>F/R Wt</u>	<u>Tot Wt</u>
(lbs)	(lbs)
0/6	6

BRAKE CHAMBERS, REAR AXLE {Haldex GC3030LHDHO} 30/30 Spring Brake

Includes

: BRAKE CHAMBERS, SPRING (2) Rear Parking; WITH TRUCK BRAKES: All 4x2, 4x4; WITH TRACTOR BRAKES: All 4x2, 4x4; 6x4 & 6x6 with Rear Tandem Axles Less Than 46,000-lb. or GVWR Less Than 54,000-lb.

BRAKES, FRONT, AIR CAM S-Cam; 15.0" x 4.0"; Includes 20 Sq. In. Long Stroke Brake Chambers

0/0 0

Notes

: Front Axle with 14,000-lb GAWR is Limited to 13,200-lb GAWR when used in Conjunction with 15" BRAKES, FRONT, AIR CAM.

: The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.

SLACK ADJUSTERS, FRONT {Haldex} Automatic

6/0 6

SLACK ADJUSTERS, REAR {Haldex} Automatic

0/0 0

BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 30/30 Sq.In. Long Stroke Brake Chamber and Spring Actuated Parking Brake

0/27 27

Notes

: The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.

AIR COMPRESSOR {Bendix Tu-Flo 550} 13.2 CFM Capacity

47/-2 45

DUST SHIELDS, FRONT BRAKE for Air Brakes

4/0 4

DUST SHIELDS, REAR BRAKE for Air Brakes

0/6 6

STEERING COLUMN Tilting

10/0 10

STEERING WHEEL 2-Spoke, 18" Diam., Black

0/0 0

STEERING GEAR {Sheppard M-100} Power

25/0 25

DRIVESHAFT {Dana Spicer} SPL140 in lieu of SPL90 Series

0/2 2

EXHAUST SYSTEM Single, Horizontal, Aftertreatment Device Frame Mounted Right Side Back of Cab; Includes Vertical Tail Pipe & Guard

22/82 104

Includes

: EXHAUST HEIGHT 10' Exhaust Height - Based on Empty Chassis with Standard Components (+ or - 1" Height)

: MUFFLER/TAIL PIPE GUARD Non-Bright Finish

EXHAUST SYSTEM REVISION Frame Mounted Right Side Vertical Tailpipe, Moved Rearward 6.35"

0/0 0

ELECTRICAL SYSTEM 12-Volt, Standard Equipment

0/0 0

Includes

: BATTERY BOX Steel

: DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab

: FUSES, ELECTRICAL SAE Blade-Type

: HAZARD SWITCH Push On/Push Off, Located on Top of Steering Column Cover

: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever

: HORN, ELECTRIC Single

: JUMP START STUD Located on Positive Terminal of Outermost Battery

: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light

: STARTER SWITCH Electric, Key Operated

: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector

INTERNATIONAL®**Vehicle Specifications
2013 4300M7 SBA 4X2 (MA065)**

July 10, 2012

<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
: TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature		
: TURN SIGNALS, FRONT Includes Reflectors and Auxiliary Side Turn Signals, Solid State Flashers; Flush Mounted		
: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever		
: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted		
: WIRING, CHASSIS Color Coded and Continuously Numbered		
CIGAR LIGHTER Includes Ash Cup	1/0	1
HORN, ELECTRIC (2)	2/0	2
POWER SOURCE Cigar Type Receptacle without Plug and Cord	1/0	1
ALTERNATOR {Bosch LH160} Brush Type, 12 Volt 160 Amp. Capacity, Pad Mount	-21/2	-19
BODY BUILDER WIRING Rear of Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/ Accessory Power/Ground and Sealed Connector for Stop/Turn	0/3	3
BATTERY SYSTEM {International} Maintenance-Free (2) 12-Volt 1100CCA Total	0/0	0
RADIO {International} AM/FM Stereo With CD Player, Weatherband, Clock, Auxiliary Input, Includes Multiple Speakers	2/1	3
<u>Includes</u>		
: SPEAKERS IN CAB (2) Coaxial with Deluxe Interior		
: SPEAKERS IN CAB (4) Coaxial with Premium Interior		
JUMP START STUD Remote Mounted	2/0	2
<u>Includes</u>		
: JUMP START STUD Mounted to Battery Box		
HORN, AIR Black, Single Trumpet, Air Solenoid Operated	2/0	2
HEADLIGHTS Halogen; Composite Aero Design for Two Light System; Includes Daytime Running Lights	0/0	0
ENGINE SHUTDOWN Automatic; With 30 Second Delay, With International Engines	1/0	1
INDICATOR, LOW COOLANT LEVEL With Audible Alarm	0/0	0
STARTING MOTOR {Delco Remy 29MT} 12 Volt; Less Thermal Over-Crank Protection, With Integrated Magnetic Switch	0/0	0
GRILLE Chrome	0/0	0
FRONT END Tilting, Fiberglass, With Three Piece Construction	0/0	0
PAINT SCHEMATIC, PT-1 Single Color, Design 100	0/0	0
<u>Includes</u>		
: PAINT SCHEMATIC ID LETTERS "GA"		
PAINT TYPE Base Coat/Clear Coat, 1-2 Tone	0/0	0
CLUTCH Omit Item (Clutch & Control)	-60/-15	-75
BLOCK HEATER, ENGINE {Phillips} 120 Volt/1000 Watt	2/0	2
<u>Includes</u>		
: BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door		
ENGINE, DIESEL {MaxxForce 7} EPA 10, 220 HP @ 2600 RPM, 560 lb-ft Torque @ 1400 RPM, 2800 RPM Governed Speed, 220 Peak HP (Max)	0/0	0

INTERNATIONAL®**Vehicle Specifications**
2013 4300M7 SBA 4X2 (MA065)

July 10, 2012

<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
<u>Includes</u>		
: AIR COMPRESSOR AIR SUPPLY LINE Naturally-Aspirated (Air Brake Chassis Only)		
: ANTI-FREEZE Red Shell Rotella Extended Life Coolant; -40 Degrees F/ -40 Degrees C; for MaxxForce Engines		
: CRUISE CONTROL Electronic; Controls Integral to Steering Wheel		
: ENGINE OIL DRAIN PLUG Magnetic		
: ENGINE SHUTDOWN Electric, Key Operated		
: FUEL FILTER Engine Mounted		
: FUEL HEATER Included with Fuel/Water Separator		
: FUEL/WATER SEPARATOR Engine Mounted		
: GLOW PLUG Automatic with Indicator Light		
: GOVERNOR Electronic		
: OIL FILTER, ENGINE Drop-In Cartridge Type		
FAN DRIVE {Borg-Warner Series 790} Viscous Type, Screw On	0/0	0
<u>Includes</u>		
: FAN Nylon		
RADIATOR Aluminum; 2-Row, Cross Flow, Over Under System, 717 SqIn Louvered, With 313 SqIn Charge Air Cooler, With In-Tank Transmission Cooler	1/1	2
<u>Includes</u>		
: DEAERATION SYSTEM with Surge Tank		
: HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps		
: RADIATOR HOSES Premium, Rubber		
AIR CLEANER With Service Protection Element	0/0	0
<u>Includes</u>		
: GAUGE, AIR CLEANER RESTRICTION Air Cleaner Mounted		
THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel	0/0	0
ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls; With Ignition Switch Control for MaxxForce post 2007 Emissions Electronic Engines	0/0	0
FEDERAL EMISSIONS for 2010; MaxxForce 7 Engines	0/0	0
EMISSION COMPLIANCE Federal, Does Not Comply With California Clean Air Idle Regulations	0/0	0
TRANSMISSION, AUTOMATIC {Allison 2500_RDS_P} 4th Generation Controls; Wide Ratio, 5-Speed, With Overdrive; On/Off Hwy; 33,000 lb GVW & GCW Max., With PTO Provision, Less Retarder	-23/3	-20
<u>Includes</u>		
: OIL FILTER, TRANSMISSION Mounted on Transmission		
: TRANSMISSION OIL PAN Magnet in Oil Pan		
TRANSMISSION OIL Synthetic; 20 thru 28 Pints	0/0	0
SHIFT CONTROL PARAMETERS Allison Performance Programming in Primary and Allison Economy Programming in Secondary	0/0	0
AXLE, REAR, SINGLE {Dana Spicer 23082T} Two-Speed, 23,000-lb Capacity, 200 Wheel Ends . Gear Ratio: 6.17, 8.40	0/248	248
<u>Includes</u>		
: REAR AXLE DRAIN PLUG (1) Magnetic, For Single Rear Axle		
<u>Notes</u>		
: The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear, Special Rating, GAWR; Wheels; Tires.		

INTERNATIONAL®**Vehicle Specifications
2013 4300M7 SBA 4X2 (MA065)**

July 10, 2012

<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
: When Specifying Axle Ratio, Check Performance Guidelines and TCAPE for Startability and Performance		
SUSPENSION, REAR, SINGLE {Chalmers 1023 Series} 23,000 lb. Capacity, Shocks Mounted Ahead of Drive Axle, 10.97"/8.66" Unladen/Laden Ride Height	0/0	0
<u>Notes</u>		
: The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires.		
FUEL TANK Top Draw; D Style, Non Polished Aluminum, 50 U.S. Gal., 189 L Capacity, 16" Deep, With Quick Connect Outlet, Mounted Right Side, Under Cab	0/0	0
CAB Conventional	0/0	0
<u>Includes</u>		
: ARM REST (2) Molded Plastic; One Each Door		
: CLEARANCE/MARKER LIGHTS (5) Flush Mounted		
: COAT HOOK, CAB Located on Rear Wall, Centered Above Rear Window		
: CUP HOLDERS Two Cup Holders, Located in Lower Center of Instrument Panel		
: DOME LIGHT, CAB Rectangular, Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Console, Center Mounted		
: GLASS, ALL WINDOWS Tinted		
: GRAB HANDLE, CAB INTERIOR (1) "A" Pillar Mounted, Passenger Side		
: GRAB HANDLE, CAB INTERIOR (2) Front of "B" Pillar Mounted, One Each Side		
: INTERIOR SHEET METAL Upper Door (Above Window Ledge) Painted Exterior Color		
: STEP (4) Two Steps Per Door		
GAUGE CLUSTER English With English Electronic Speedometer	0/0	0
<u>Includes</u>		
: GAUGE CLUSTER (5) Engine Oil Pressure (Electronic), Water Temperature (Electronic), Fuel (Electronic), Tachometer (Electronic), Voltmeter		
: ODOMETER DISPLAY, Miles, Trip Miles, Engine Hours, Trip Hours, Fault Code Readout		
: WARNING SYSTEM Low Fuel, Low Oil Pressure, High Engine Coolant Temp, and Low Battery Voltage (Visual and Audible)		
GAUGE, OIL TEMP, ALLISON TRAN	1/0	1
GAUGE, AIR APPLICATION	1/0	1
GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} With Black Bezel Mounted In Instrument Panel	2/0	2
IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster	0/0	0
SEAT, DRIVER {National 2000} Air Suspension, High Back With Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, With 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust	1/1	2
<u>Includes</u>		
: SEAT BELT 3-Point, Lap and Shoulder Belt Type		
SEAT, PASSENGER {National 2000} Air Suspension, High Back With Integral Headrest, Vinyl, Isolated, 1 Chamber Lumbar, 2 Position Front Cushion Adjustment, -3 to +14 Degree Back Adjust	45/35	80
<u>Includes</u>		
: SEAT BELT 3-Point, Lap and Shoulder Belt Type		
MIRRORS (2) {Lang Mekra} Styled; Rectangular, 7.09" x 15.75" & Integral Convex Both Sides, 102" Inside Spacing, Breakaway Type, Bright Finish Heads and Brackets	6/0	6
MIRROR, CONVEX, HOOD MOUNTED {Lang Mekra} Right and Left Side; 7.44" Sq., Bright	11/0	11
GRAB HANDLE Chrome; Towel Bar Type With Anti-Slip Rubber Inserts; for Cab Entry Mounted Left Side Only at "B" Pillar	3/0	3

INTERNATIONAL®**Vehicle Specifications**
2013 4300M7 SBA 4X2 (MA065)

July 10, 2012

<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
AIR CONDITIONER {Blend-Air} With Integral Heater & Defroster	63/8	71
<u>Includes</u>		
: HEATER HOSES Premium		
: HOSE CLAMPS, HEATER HOSE Mubea Constant Tension Clamps		
: REFRIGERANT Hydrofluorocarbon HFC-134A		
INSTRUMENT PANEL Center Section, Flat Panel	0/0	0
WINDOW, POWER (2) And Power Door Locks, Left and Right Doors, Includes Express Down Feature	5/0	5
STORAGE POCKET, DOOR Molded Plastic, Full Width; Mounted on Passenger Door	1/0	1
CAB INTERIOR TRIM Deluxe	0/0	0
<u>Includes</u>		
: "A" PILLAR COVER Molded Plastic		
: CAB INTERIOR TRIM PANELS Cloth Covered Molded Plastic, Full Height; All Exposed Interior Sheet Metal is Covered Except for the Following: with a Two-Man Passenger Seat or with a Full Bench Seat the Back Panel is Completely Void of Covering		
: CONSOLE, OVERHEAD Molded Plastic; With Dual Storage Pockets with Retainer Nets and CB Radio Pocket		
: DOOR TRIM PANELS Molded Plastic; Driver and Passenger Doors		
: FLOOR COVERING Rubber, Black		
: HEADLINER Soft Padded Cloth		
: INSTRUMENT PANEL TRIM Molded Plastic with Black Center Section		
: STORAGE POCKET, DOOR (1) Molded Plastic, Full-Length; Driver Door		
: SUN VISOR (2) Padded Vinyl with Driver Side Toll Ticket Strap, Integral to Console		
WHEELS, FRONT DISC; 22.5" Painted Steel, 2 Hand Hole, 10 Stud (285.75MM BC) Hub Piloted, Flanged Nut, Metric Mount, 8.25 DC Rims; With Steel Hubs	37/0	37
<u>Includes</u>		
: PAINT IDENTITY, FRONT WHEELS White		
<u>Notes</u>		
: Compatible Tire Sizes: 11R22.5, 12R22.5, 255/70R22.5, 255/80R22.5, 265/75R22.5, 275/70R22.5, 275/80R22.5, 295/75R22.5, 295/80R22.5		
WHEELS, REAR DUAL DISC; 22.5" Painted Steel, 2 Hand Hole, 10-Stud (285.75MM BC) Hub Piloted, Flanged Nut, Metric Mount, 8.25 DC Rims; With Steel Hubs	0/24	24
<u>Includes</u>		
: PAINT IDENTITY, REAR WHEELS White		
<u>Notes</u>		
: Compatible Tire Sizes: 11R22.5, 12R22.5, 255/70R22.5, 255/80R22.5, 265/75R22.5, 275/70R22.5, 275/80R22.5, 295/75R22.5, 295/80R22.5		
WHEEL SEALS, FRONT {Dana Spicer Outrunner} for Oil Lubricated Wheel Bearings	0/0	0
(2) TIRE, FRONT 11R22.5 G661 HSA (GOODYEAR) 497 rev/mile, load range G, 14 ply	84/0	84
(4) TIRE, REAR 11R22.5 G661 HSA (GOODYEAR) 497 rev/mile, load range G, 14 ply	0/168	168
Total Component Weight:	6652/3540	10192
FONTAINE DUAL DRIVE CONVERSION	0/0	0
M6000TE SCHARZE MECHANICAL STREET SWEEPER	0/0	0
Total Body Allied:	0/0	0
Raw Material Surcharge (Medium Duty)	0/0	0

INTERNATIONAL®

Vehicle Specifications
2013 4300M7 SBA 4X2 (MA065)

July 10, 2012

Description

<u>F/R Wt</u>	<u>Tot Wt</u>
(lbs)	(lbs)
0/0	0
0/0	0

Service and Parts Manuals

Total Goods Purchased:

The weight calculations included in this proposal are an estimate of future vehicle weight. The actual weight as manufactured may be different from the estimated weight. Navistar, Inc. shall not be liable for any consequences resulting from any differences between the estimated weight of a vehicle and the actual weight.

LIMITED WARRANTY FOR MODELS 1000, 4000, DURASTAR® SERIES

*Effective with vehicles built July 12, 2011 or later.

BASIC VEHICLE

Navistar, Inc., at its option, will repair or replace any part of this vehicle which proves defective in material or workmanship, in normal use and service, with new or **RENEWED** parts, based on the Component Coverage's below. Exceptions are listed below.

BASIC VEHICLE COVERAGE		
Basic Vehicle Warranty (Feature Code 40024)	Months	Miles
(See exceptions listed below)	24	Unlimited
Note: Items not listed in warranty exceptions follow basic warranty		
Warranty/Exceptions		
CHASSIS COVERAGE	Months	Miles
Frame side rails	84	Unlimited
Cab/cowl structure	60	Unlimited
Cab/cowl perforation corrosion	60	Unlimited
ENGINE COVERAGE		
Non-Rescue Applications	Months	Miles
MaxxForce® 7 Engine (includes DPF)	36	150/240
MaxxForce® 9 Engine (includes DPF)	36	150/240
MaxxForce® DT Engine (includes DPF)	36	150/240
MaxxForce® 7 Engine glow plugs, relay, harness/connector (DT EPA)	12	Unlimited
Rescue Application Only (Fire Truck, Ambulance, Emergency)		
MaxxForce® 7 Engine (includes DPF)	60	100/160
MaxxForce® 8 Engine (includes DPF)	80	100/160
MaxxForce® DT Engine (includes DPF)	60	100/160
MaxxForce® 7 Engine glow plugs, relay, harness/connector (DT EPA)	36	Unlimited
DRIVE TRAIN		
Meritor Axles (DuraStar model)	36	Unlimited
MISCELLANEOUS COVERAGE		
	Months	Miles
Batteries	12	Unlimited
Brake work, Chassis Paint and Corrosion (other than Cab)	6	Unlimited
Hood/Cab Paint	12	Unlimited
FIRST 90 DAYS FROM DELIVERY TO USER (DTU)		
Correction of loose fasteners, squeaks, rattles and unusual noises		
Towing (unless specific stated coverage above)		
Adjustments and Maintenance (e.g. aim headlights, adjust brakes/clutch, adjust steering system, check and fill coolant levels.		

WHAT IS NOT INCLUDED UNDER BASIC COVERAGE

- COMPONENTS / ITEMS:**
 - Warranted by their respective manufacturers (e.g., non-Navistar brand engines, tires, Allison Transmissions, Eaton Hybrid components, lubricants, etc.)
 - Bodies, equipment, and accessories installed by other than authorized Navistar Truck employees at Navistar Truck manufacturing plants.
 - Front and rear axle alignment
- REPAIRS & MAINTENANCE:**
 - Maintenance-related items/repairs, or those as a result of normal wear and tear, including tune-ups, brake/clutch linings, windshield wiper blades, tire balancing, lubrication and other similar procedures/parts required to keep vehicle in good working condition.
 - Failures that are the result of poor fuel quality, water in fuel, rust, etc.
 - Vehicle misuse, negligent care, improper maintenance, improper operation, or the result of accident or collision.
 - Fade, runs, mismatch or damage to paint, trim items, upholstery, chrome, polished surfaces, etc., resulting from environmental causes, improper polishes, cleaners or washing solutions, or chemical and industrial fallout.
 - Failure to observe published capacity or load specifications for engine, transmission, propshaft, axles (power train) and suspension.

OTHER:

- Vehicles sold and/or operated outside the United States and Canada.
- Vehicles/components which have had unauthorized alterations or modifications.
- Vehicles on which the odometer reading has been altered.
- Loss of time or use of the vehicle, loss of profits, inconvenience, or other consequential or incidental damages or expenses.
- Replacement of defective parts with parts other than those provided by Navistar, Inc.

OBTAINING SERVICE

Return this vehicle to any International Truck Dealer authorized to service this model vehicle and engine.

This warranty is automatically transferred to subsequent owners at no charge. Visit your local Authorized International Truck Dealer for name and address change information.

Note: The customer has 365 days and up to a maximum of 100,000 miles (160,000 km) from DTU (delivery to and use) to purchase an extended warranty on the unit. For extended warranty purchases between, 181 through 365 days from DTU and <100,000 miles (160,000 km) an additional fee will be assessed. See your local International dealer for details.

DISCLAIMER

NO WARRANTIES ARE GIVEN BEYOND THOSE DESCRIBED HEREIN. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. THE COMPANY SPECIFICALLY DISCLAIMS WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OTHER REPRESENTATIONS TO THE USER/PURCHASER, AND ALL OTHER OBLIGATIONS OR LIABILITIES, THE COMPANY FURTHER EXCLUDES LIABILITY FOR INCIDENTAL AND CONSEQUENTIAL DAMAGES, ON THE PART OF THE COMPANY OR SELLER. No person is authorized to give any other warranties or to assume any liabilities on the Company's behalf unless made or assumed in writing by the Company, and no other person is authorized to give any warranties or to assume any liabilities on the seller's behalf unless made or assumed in writing by the seller.

Remedies Under State or Provincial Law: Some States and Provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to the owner. This warranty gives the owner specific legal rights, and he may also have other legal rights which may vary by state or province.

RECORD OF OWNERSHIP

Upon receipt of new vehicle by original owner, complete the following:

I have read this Warranty Brochure and fully understand the warranty coverage. I acknowledge that I have received a copy of the Owner's Limited Warranty and I accept the terms described herein.

Customer Signature	Date		
Owner's Address	City	State/Prov	Postal Code
Truck Model	Vehicle Identification Number		
Engine Number	Engine Serial Number		
Date Delivered to User (DTU)	Odometer Reading at Delivery		

IMPORTANT: The information contained in this Warranty Policy explains the coverage provided on your new Navistar vehicle. This policy should be kept in the vehicle for presentation to the Dealer when you request warranty services.

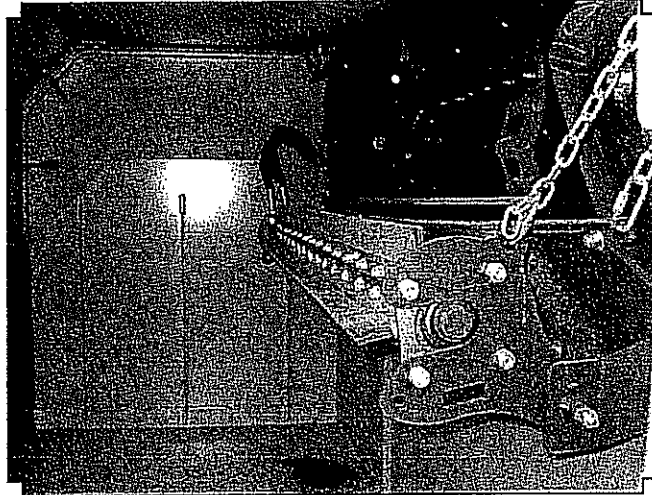
We're On The Level

Schwarze's LOAD LEVELER PATENT PENDING option
is now available and can be used on all M6000 models.

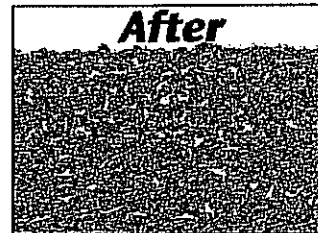


M6000 LOAD LEVELER PATENT PENDING Option

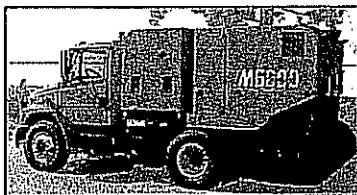
- Increases usable capacity inside the hopper without driver intervention.
- On-demand switch activates the load leveler. [PAT. PENDING]
- Works with all types of debris, wet or dry.



On-demand Load Leveler [PAT. PENDING]. As debris enters the hopper, it is carried forward by this option and spread out evenly inside the hopper, thus eliminating the need to periodically tap the brakes.



M-series Mechanical Broom Sweepers — for the toughest challenges.



The M6000 single engine conventional on a Freightliner chassis is available in CNG or diesel models. The M6000 TECO is a twin engine cabover. The extensive M6000 line is engineered with an extremely rugged design and is ideal for use in a wide variety of demanding road sweeping or milling cleanup applications.

Schwarze Industries, Inc.
1055 Jordan Rd.
Huntsville, AL 35811

1-800-879-7933
email: support@schwarze.com
www.schwarze.com

**Covington
Sales &
Service, Inc.**

Municipal & Industrial
www.covingtonsales.com

P.O. BOX 1144 • DENHAM SPRINGS, LA 70727-1144 • 225-664-7427 • 1-800-349-8000 • FAX 225-665-1567

July 10, 2012

City of Hattiesburg
Office of City Clerk
200 Forrest Street
Hattiesburg, Mississippi 39403

Attn: Mayor and Council

Re: Bid for One (1) New Street Sweeper for Public Works

Dear Sirs and Madams:

Covington Sales & Service, Inc., is pleased to provide you with our bid on a New Street Sweeper for Public Works, as follows. We take no deviations to your specifications.

One (1) New Schwarze Model M6000TE Mechanical
Broom Street Sweeper mounted on a 2013 International
Model 4300M7 SBA 4x2 Chassis, as per your advertised
specifications.

BID PRICE \$ 204,940.00

Delivery 120-150 Days A.R.O.
F.O.B. Hattiesburg, MS

Thank you for allowing us the opportunity to submit our bid.

Sincerely,

Covington Sales & Service, Inc.

Chris Kinchen
Vice President

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Thursday, July 12, 2012, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following items, to-wit:

ONE NEW STREET SWEEPER FOR PUBLIC WORKS

The above shall be bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request.

Each BID must be received in a sealed envelope which is marked in the lower left-hand corner with the word "BID" and the NAME OF ITEM REFERENCED ABOVE on which bid is being made and the DATE OF BID RECEIPT.

The Council reserves the right to reject any or all bids received and to waive informalities.

PUBLISHED by Order of the Council on this, the 5th day of June 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY:

CITY CLERK

(SEAL)

SPECIFICATIONS FOR: ONE (1) NEW STREET SWEEPER FOR PUBLIC WORKS

Bidder shall bid on furnishing the above item(s) which meet(s) or exceed(s) the following specifications, to-wit:

SEE ATTACHED DETAILED SPECIFICATIONS

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

SEALED bids will be received until 10:00 A.M., Thursday, July 12, 2012, in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4562, for furnishing the above described item(s). It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of Sealed bids.

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

**BID
ONE (1) NEW STREET SWEEPER FOR PUBLIC WORKS
SUBMITTED BY 10:00 A.M. JULY 12, 2012**

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

APPROVED on this, the 5th day of May A. D., 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY:

CITY CLERK

SPECIFICATIONS APPROVED BY:

PUBLIC WORKS

STREET SWEEPER SPECIFICATIONS

CHASSIS ENGINE

Compliance

- COMPLY Engine shall be a Tier 4 turbo-charged electronic diesel engine. To be a minimum of 365 cubic inches.
- COMPLY Horsepower rating shall be minimum of 200 HP @ 2600 RPM. Torque rating shall be 560 LB/FT @ 1400 RPM.
- COMPLY Engine to have automatic shutdown with 30 second delay and warning light and buzzer for low engine oil pressure, high coolant temperature, low coolant level. Shutdown system to include automatic override.
- COMPLY Air Cleaner to be a two stage, heavy-duty dual element dry-type air cleaner with restriction indicator.
- COMPLY Alternator shall be 100 Amp.
- COMPLY Two maintenance free batteries shall be provided with 1100 total CCA.
- COMPLY Chassis to be equipped with 1000 watt block leader.
- COMPLY Engine cooling fan to be Borg-Warner Series 790 viscous screw type.
- COMPLY Chassis engine to share 50-gallon fuel tank and batteries with auxiliary engine. No exceptions.
- COMPLY Engine exhaust shall be horizontal on right hand side.
- COMPLY Engine shall be equipped with a full flow oil filter.
- COMPLY Chassis to include fuel/water separator mounted on engine and fuel filter in a single assembly.

TRANSMISSION

- COMPLY Transmission shall be an electronic 5-speed automatic Allison 2500 RDS.
- COMPLY Transmission to have oil filter mounted on transmission.
- COMPLY Transmission to have transmission oil temperature gauge mounted in dash.

DUAL SIT-DOWN STEERING

STREET SWEEPER SPECIFICATIONS

- COMPLY Chassis to have dual steering.
- COMPLY No dual steering installed by the sweeper manufacturer. No exceptions.
- COMPLY Dual steering to have accelerator and brake controls, self-canceling turn signal, horn, headlight dimmer switch with flash-to-pass feature, and four way flasher controls at each driving position.
- COMPLY Both driving positions to have tilt steering wheel.
- COMPLY Ignition switch to be relocated to the center of dash.
- COMPLY Single or center mounted steering will not be accepted. Dual steering must not be installed by sweeper manufacturer.
- COMPLY Turning radius to be a maximum of 19.0 feet.

FRONT AXLE & SUSPENSION

- COMPLY Front axle to be I-beam type with a minimum capacity of 10,000 lbs. No exceptions.
- COMPLY Front suspension to be a minimum 10,000 lb. capacity taper leaf spring.
- COMPLY Front suspension to have shock absorbers.

REAR AXLE & SUSPENSION

- COMPLY Rear axle to be Dana Spicer 23082T 2 speed with a minimum capacity of 23,000 lbs. No exceptions.
- COMPLY Rear suspension to be a Chalmers CSI 1023 minimum 23,000 lb. capacity.
- COMPLY Sweepers that require the operator to make adjustments in the cab to the suspension to allow the sweeper to sweep or travel at highway speeds will not be accepted. ~~Minimum suspension~~
- COMPLY Rear axle to be 2-speed having ratios of 6.17/8.40 ^{min/1st 4.14 / 8.40:1}

BRAKE SYSTEM EQUIPMENT

STREET SWEEPER SPECIFICATIONS

- COMPLY Brakes to be air brake system. No hydraulic brake system will be accepted.
- COMPLY Bendix four channel anti-lock braking system to be provided.
- COMPLY Front brakes to be 15" X 4". Rear brakes to be 16.5" X 7".
- COMPLY MGM TR30/30 spring actuated parking brake chambers to be provided.
- COMPLY Bendix heated AD-IP air dryer to be provided.
- COMPLY Air compressor to be Bendix Tu-Flo 550 13.2 CFM.
- COMPLY Front & rear brakes to have automatic slack adjusters.
- COMPLY Front & rear brakes to have brake dust shields.
- COMPLY All air reservoirs to have air tank twist-type drain valves.

FRAME & WHEELBASE

EXCEEDS

COMPLY

Wheelbase to be 130". Cab to axle to be 63"

{ WHEELBASE 138" REQUIRED TO
CAB TO AXLE 70.9" MOUNT SWEEPER
MODULE }

COMPLY

Frame rails to be 10.250" X 3.092" X .375" high strength low alloy steel (80,000 PSI yield). Any chassis not meeting or exceeding these minimum standards will not be accepted.

COMPLY

GVW to be minimum of 33,000 lb.

TIRES & WHEELS

COMPLY

Tires to be 11R 22.5 and be 14 ply.

COMPLY

Rear axle to have dual tires and wheels on each side of axle.

COMPLY

Wheels to be 8-10 stud steel disc hub piloted 22.5 X 8.25. Chassis that have 22.5 X 7.50 wheels will not be accepted.

COMPLY

Wheels to be interchangeable to allow emergency change at the job site.

CAB EXTERIOR

COMPLY

Cab to conventional type with steel cab and fiberglass tilting front end.

COMPLY

Door/ignition locks to be keyed alike.

Hattiesburg 2011 IH4300 Dura Star EPA10for M6TE

STREET SWEEPER SPECIFICATIONS

- COMPLY Headlights to be halogen and to include daytime running lights feature.
- COMPLY Chassis to have dual 16"x17" west coast mirrors mounted on doors.
- COMPLY 8" diameter chrome parabolic mirrors to be mounted under west coast mirrors.
- COMPLY 8" diameter chrome parabolic mirrors to be mounted on front fenders for viewing gutter brooms.
- COMPLY All chassis windows to be tinted.
- COMPLY Chassis to be equipped with Single Trumpet Grover Air Horn.
- COMPLY Door windows to roll down. No sliding windows.
- COMPLY Chrome towel bar-type exterior grab handles to be provided on each side of cab. No exceptions.
- COMPLY Front grill to be chrome.

CAB INTERIOR

- COMPLY Air conditioner to be provided with integral heater and defroster.
- COMPLY Both seats to be high-back, National 2000-295 air-suspension seats. Seats to have air lumbar support.
- COMPLY Seat cover material to be vinyl.
- COMPLY Three point, lap and shoulder seat belts to be provided.
- COMPLY Molded plastic arm rests to be provided on each door.
- COMPLY Ashtray and cigar lighter to be provided.
- COMPLY Dome light to be door activated.

INSTRUMENTS & CONTROLS

- COMPLY Chassis gauges to include speedometer, tachometer, oil pressure, water temperature, air pressure for air brakes, voltmeter, fuel, and transmission temperature at both driving positions. Right side gauges to match factory gauge cluster on the left side,

STREET SWEEPER SPECIFICATIONS

- COMPLY Odometer to display miles, trip miles, engine hours, and trip hours.
- COMPLY Visual and audible warning system to be provided for low fuel, low oil pressure, high engine coolant temperature, low coolant level, and low battery voltage.
- COMPLY Chassis to have electronic cruise control integral to steering wheel. Cruise control on left side driving position only.
- COMPLY AM/FM/CD radio with weather band and clock to be provided. Speakers to be dual-cone.
- COMPLY Two-speed windshield wiper control with wash and intermittent feature at both driving positions.

PAINT COLOR

- COMPLY The chassis and wheels shall be painted white.
- COMPLY Chassis frame to be painted ~~white~~.

CHASSIS WARRANTY

- COMPLY Basic vehicle warranty to be 24 months/unlimited distance.
- COMPLY Drive train components warranty to be 24 months/unlimited distance.
- COMPLY Cab structure and sheet metal, cab corrosion, and frame rails & cross members warranty to be 60 months/unlimited distance.

DELIVERY

- COMPLY The unit shall be delivered completely assembled, serviced, and ready to operate.
- COMPLY Bidder to state delivery date.
- COMPLY The bidder shall supply chassis operators manual. Service manual on CD ROM, and parts manual.



HATTIESBURG MISSISSIPPI

MECHANICAL STREET SWEEPER SPECIFICATIONS

Sweeper Engine

Compliance

- COMPLY A. A Tier III EPA 07 auxiliary diesel turbo charged engine to be provided to power the sweeper. The engine shall be a four-cylinder Deutz model BFL2011 with a horsepower rating of not less than 79 hp at 2800 RPM and a peak torque rating of not less than 169.5 ft/lb at 1600 RPM. Minimum displacement shall not be less than 166.7 cubic inches.
- COMPLY B. Engine to have an integrated cooling system. Cooling and lubrication to be with oil.
- COMPLY C. For ease of maintenance, all services to be done on one engine side. Remote oil drain plug to be provided.
- COMPLY D. Engine shall equipped with a full flow spin-on oil filter and fuel filter.
- COMPLY E. Unit shall have a heavy-duty two-stage dry type Donaldson air cleaner.
- COMPLY F. Engine to be equipped with engine shutdown system that shuts down engine or low oil pressure and high oil temperature.
- COMPLY G. Engine to be equipped with a 12-volt ignition system, electric starter and a 60-amp alternator.
- COMPLY H. Sweeper engine and chassis engine shall not share chassis batteries.
- COMPLY I. Sweeper auxiliary engine to share 56-gallon fuel tank with chassis engine.
- COMPLY J. Auxiliary engine shall be protected from the elements by a fully enclosed compartment to include top and sides. Compartment shall also be designed to reduce auxiliary engine noise.

Hydraulic System

Compliance

- COMPLY A. Hydraulic oil reservoir capacity shall be a minimum of 35 gallons and to be equipped with a tank mounted combination temperature and sight level gauge.
- COMPLY B. The hydraulic cooler shall have a BTU rating of 120,000 at an ambient temperature of 100 degrees Fahrenheit. The cooler must have dual fans.



HATTIESBURG MISSISSIPPI

MECHANICAL STREET SWEEPER SPECIFICATIONS

The cooler must measure 24" by 24" and be mounted at the upper rear corner of compartment to minimize dust and dirt in the radiator.

- COMPLY C. The entire oil supply shall pass through an oil cooler and a 10 micron return filter.
- COMPLY D. The hydraulic oil reservoirs pump supply port shall be routed through a 100 mesh suction strainer.
- COMPLY E. The hydraulic pump shall be a variable displacement piston-type with load sensing capabilities to provide power on demand to all sweeping functions including gutter brooms, elevator and the main broom. In addition, the pump shall supply power for hopper raise/lower and dump, gutter broom, elevator, and main broom raise/lower.
- COMPLY F. All hydraulic directional control valves shall have a manual override. There shall be a valve bank on the left side and right side. The left side shall be for all rotation functions. The right side shall be for all lifting functions. All valves shall include LED dimm connectors for trouble shooting.
- COMPLY G. All hydraulic connections shall be SAE O-ring or 37 degree flare type. No pipefitting type connections allowed except on the hydraulic reservoir suction strainer, tank plugs, and flanges.
- COMPLY H. The sweeper hydraulic circuit shall be equipped with quick disconnect pressure check ports.

Dirt Conveyor

Compliance

- COMPLY A. The elevator shall be a minimum of 58" wide at broom opening and entry into hopper.
- COMPLY B. Elevator to be hydraulically driven by a chain and sprocket system.
- COMPLY C. Conveyor shall have replaceable rubber wiper squeegee flight system capable of conveying all types of materials into the sweeper hopper. System shall have a minimum of 13 flights.
- COMPLY D. Elevator to have a built-in cascading elevator flushing system-powered by hydrant water. Sweeper to be permanently plumbed for this operation. Water hose needed to connect to hydrant shall be provided



HATTIESBURG MISSISSIPPI

MECHANICAL STREET SWEEPER SPECIFICATIONS

and have a stage compartment behind right rear wheel. Systems, because of design, that require a separate lower roller on board cleaning system will not be accepted.

- COMPLY/ E. Elevator must be capable of reverse operations to clear elevator jams and to clean elevator. This shall be controlled in-cab.
- COMPLY/ F. Upper and lower elevator shaft to be a minimum 2" diameter. No exceptions.
- COMPLY/ G. An in-cab alarm and light shall be provided to alert the operator if the conveyor should jam.
- COMPLY/ H. Elevator must be equipped with in cab variable speed controls, allowing it to rotate at a speed independent of any other function.

Hopper

Compliance

- COMPLY/ A. The hopper shall have a volumetric capacity of not less than five (5) cubic yards with a minimum useable capacity of 3.5 cubic yards.
- COMPLY/ B. Dumping shall be to the right side of the sweeper.
- COMPLY/ C. The hopper shall be a variable high dump capable of being raised for a dump height of between 16" to 138" measured from the ground to the bottom edge of a 48" hopper door in the dump position. Lifting hopper shall be by use of scissors lift mechanism.
- COMPLY/ D. The hopper door shall be 48" long as measured in the dump position.
- COMPLY/ E. The scissors mechanism shall be capable of lifting 14,000 pounds or 7 tons while maintaining a 3:1 design factor on all critical components. Scissors shall be constructed of 3" x 6" rectangular tubing. Scissors shall also incorporate self-lubricating slides in the frame channels. Rollers are not acceptable due to flat spotting and structural integrity.
- COMPLY/ F. Hopper to be made of 10 gauge welded steel construction. Hopper floor to be made from 7 gauge steel.
- COMPLY/ G. The hopper raise cylinders shall be equipped with integral load controls complete with thermal relief to control cylinder movement.



HATTIESBURG MISSISSIPPI

MECHANICAL STREET SWEEPER SPECIFICATIONS

- COMPLY/H. Operator shall be capable of controlling and viewing dump process from inside the cab.
- COMPLY/I. Hopper to have Plexiglas inspection window in front of the hopper for easy viewing. Hopper shall also have a window to allow light into the hopper for easier viewing of debris inside.
- COMPLY/J. The hopper dump angle to be minimum of 52 degrees.
- COMPLY/K. The chassis park brake shall be automatically applied to allow hopper movements and must be manually disengaged when hopper is lowered and stowed.
- COMPLY/L. Hopper safety prop shall be provided and shall have a storage location under the scissors lift.
- COMPLY/M. An in-cab alarm and light shall be provided to alert the operator when the hopper is not seated on the chassis frame.
- COMPLY/N. Hopper shall be equipped with a an in-cab hopper full indicator and alarm
- COMPLY/O. Hopper must include a hydraulically driven Load Leveler to eliminate load shifting by applying the chassis brakes.

Main Pickup Broom

Compliance

- COMPLY/A. Main pickup broom shall be hydraulically driven through a chain and sprocket system.
- COMPLY/B. The broom core shall be not be less than 36" in diameter and not less than 58" in length and shall be of polyester material.
- COMPLY/C. Main broom shall have in-cab control for pneumatic suspension for instant adjustment of broom down pressure. Pneumatic broom cylinders shall be a maximum of 2 1/2" diameters to allow for instant adaptation to road conditions.
- COMPLY/D. Main broom shall be mounted on self-aligning friction bearings and shall utilize 1 1/2" diameter broom shaft.



HATTIESBURG MISSISSIPPI

MECHANICAL STREET SWEEPER SPECIFICATIONS

- COMPLY F. Broom shall be shielded by a plastic hinged broom hood that is designed to prevent material from being thrown into following traffic.
- COMPLY G. The hinged broom hood will allow access to broom bristles from the top providing easy washout of the main broom assembly.
- COMPLY H. Main broom to have two led work lights for night operations mounted on the rear of the sweeper.
- COMPLY I. Main Main broom must be equipped with in cab variable speed controls, allowing broom to rotate at a speed independent of any other function.

Gutter Brooms

Compliance

- COMPLY A. Dual gutter brooms shall be minimum of 49" diameter, 26" wire filled, forward facing digger type for removing debris from gutter area.
- COMPLY B. Gutter brooms to be direct hydraulic drive.
- COMPLY C. Each gutter broom shall be hydraulically retractable for a travel width of 8 feet.
- COMPLY D. Gutter brooms shall have in-cab control for pneumatic suspension for instant adjustment of broom down pressure. Pneumatic cylinders shall be 4" in diameter.
- COMPLY E. Dual gutter broom sweeping path to be a minimum of 10 feet.
- COMPLY F. Each gutter broom shall additionally incorporate an hydraulic actuated tilt capability of 27 degrees, remotely controlled from the operators seat to allow instant adjustment for debris removal from deep gutters (such as those resulting from multiple overlays of blacktop).
- COMPLY G. A center deflector shall be provided to direct debris thrown by the gutter brooms into the path of the main broom. The deflector shall be positioned under the sweeper and in between the gutter brooms. Deflector to raise and lower with the main broom and elevator.



HATTIESBURG MISSISSIPPI

MECHANICAL STREET SWEEPER SPECIFICATIONS

- COMPLY H. Dual gutter brooms shall have the ability of being pinned in the outer most position.
- COMPLY I. Gutter brooms shall be hydraulically raised and lowered from the cab.
- COMPLY K. Each gutter broom shall be equipped with led work lights for night operations.
- COMPLY L. Gutter brooms to have separate switches for raise/lower and rotation functions.
- COMPLY M. Gutter brooms must be equipped with in cab variable speed controls, allowing brooms to rotate at a speed independent of any other function.

Dust Control System

Compliance

- COMPLY A. Water spray to be supplied by an electric diaphragm water pump. The water pump to produce a minimum of 100 PSI, with a minimum 5.88 gpm. The water pump to automatically disengage when the water supply is depleted.
- COMPLY C. Water tank capacity shall not be less than 200 gallons on a conventional chassis. Water tank shall be constructed of polyethylene for strength and corrosion resistance.
- COMPLY D. A minimum 25-foot long fire hydrant fill hose shall be provided with a 2.5" NST coupling to fill water tank. A 2" air gap shall be provided between water fill tube and water tank. Hydrant hose shall include a hydrant wrench and hose storage rack located behind right rear tire.
- COMPLY E. Water system to be filtered by an 100-micron cleanable filter located between tank and water pump. For ease of cleaning, water filter to be at ground level.
- COMPLY F. 3 each spray nozzles to be located each gutter broom.
- COMPLY G. A spray bar shall be located at the main broom. Spray bar shall have 5 nozzles.
- COMPLY H. A spray bar shall be located at the front bumper. Spray bar shall have 7 nozzles.



HATTIESBURG MISSISSIPPI

MECHANICAL STREET SWEEPER SPECIFICATIONS

- COMPLY I. Each water function shall have its own independent on/off cab controlled solenoid valve.
- COMPLY J. An in-cab water level gauge shall warn operator when water supply is near depletion.
- COMPLY K. The water system shall incorporate an air purge system for flushing water lines during freezing conditions.
- COMPLY L. Water flow from the reservoir is controlled by a shut-off valve with an accessible water strainer. The reservoir is equipped with removable man hole covers for tank clean out.
- COMPLY M. A low water level alarm and indicator shall be provided to alert the operator of the depletion of the dust suppression system tank.

Operating Controls

Compliance

- COMPLY A. Sweeper shall be equipped with dual steering and controls for left or right hand operations. Center mounted steering or single steering is not acceptable.
- COMPLY B. Console to have independent switches for operating left gutter, left gutter broom tilt, left gutter broom rotation, right gutter broom, right gutter broom tilt, right gutter broom rotation, main broom, elevator, forward/reverse rotation, and raise/lower. All switches to be lighted and have international symbols for easy identification.
- COMPLY C. Console to have water pump on/off switch. Independent water control switches for left gutter broom, right gutter broom, main broom spray bar, and front spray bar. All switches to be lighted and have international symbols for easy identification.
- COMPLY D. Console to have independent switches for each gutter broom light, main broom lights, cab mounted strobe, and rear mounted strobe.
- COMPLY E. Console to have warning light for low water level.
- COMPLY F. Warning alarm and light shall be provided for elevator jam.
- COMPLY G. All main electrical systems to be separately fused at control console by resettable circuit breakers.



HATTIESBURG MISSISSIPPI

MECHANICAL STREET SWEEPER SPECIFICATIONS

Electrical System

Compliance

- COMPLY A. All wires shall be number coded for ease of identification.
- COMPLY B. Warning indicator shall be provided for hopper full, low hydraulic oil, and elevator jam. Warning indicators to be mounted on center console.

Safety Equipment

Compliance

- COMPLY A. Sweeper to meet all federal motor vehicle safety standards. All Sweeper lighting must be LED.
- COMPLY B. Sweeper shall be equipped with a rear mounted LED strobe light with limb guard.
- COMPLY C. A hopper safety prop to be provided.
- COMPLY D. The chassis park brake shall be applied to allow all hopper movements and be manually disengaged when hopper is lowered and stowed.
- COMPLY E. Sweeper shall be equipped with backup alarm, cab-mounted fire extinguisher, Slow Moving Vehicle emblem, and a warning triangle kit.
- COMPLY F. Sweeper shall have rear LED taillights and an integral 3rd. center, high mounted LED stoplight.
- COMPLY G. For safety of operator, no sweeper hydraulic lines to run into or through the cab.
- COMPLY H. Permanent warning labels shall be provided at all hazard areas.
- COMPLY I. Sweeper standby must be provided, allowing the operator to use one switch to engage/disengage all sweeping functions including: gutter brooms, main broom, and water functions while sweeping.
- COMPLY J. Sweeper shall be equipped with a dual camera system with an LCD cab mounted monitor. One camera shall be mounted to view the right gutter



HATTIESBURG MISSISSIPPI

MECHANICAL STREET SWEEPER SPECIFICATIONS

COMPLY

broom looking forward down the curb line. The second camera shall be rear mounted and provide viewing of the rear of the sweeper.

Additional Equipment Required

(To be included in bid and be part of the basic quote)

Compliance

COMPLY

A. 12" diameter parabolic mirrors must be provided and must be tripod mounted on chassis front fenders.

COMPLY

B. Sweeper to have a permanently attached lubrication plaque. Lube plaque to graphically outline the lube points on sweeper, type of lubrication and the frequency of lubrication.

COMPLY

C. Sweeper and chassis to be equipped with an auto-lubrication system to lubricate all sweeper and chassis components per various maintenance schedules.

Paint Color

Compliance

COMPLY

A. The sweeper shall be painted with 1 coat of sealer/primer and 2 coats of DuPont Imron 5000 polyurethane paint in the manufacturer's standard white color. Paint shall be lead free.

COMPLY

B. Gutter brooms and sweeper frame to be painted a polyurethane textured semi-gloss black for long life.

Sweeper Warranty

Compliance

COMPLY

A. Per manufacturer's stated warranty, sweeper shall be warranted to be free of defective materials and workmanship for a period of 12 months or 1,200 hours from date of delivery. No exceptions.

COMPLY

B. Auxiliary engine to have a 24 month 2000 hours unlimited warranty.



HATTIESBURG MISSISSIPPI

MECHANICAL STREET SWEEPER SPECIFICATIONS

Delivery

Compliance

- COMPLY A. The unit shall be delivered completely assembled, serviced, and ready to operate. The bidder shall have a qualified service representative in attendance with the sweeper during start-up operations to make any adjustments needed and to give operator instruction on the proper operation of the sweeper.
- COMPLY B. Bidder to state delivery date.
- COMPLY C. The bidder shall supply a complete sweeper manual. Manual to include system/component descriptions, sweeper operation, maintenance, troubleshooting, illustrated parts listing

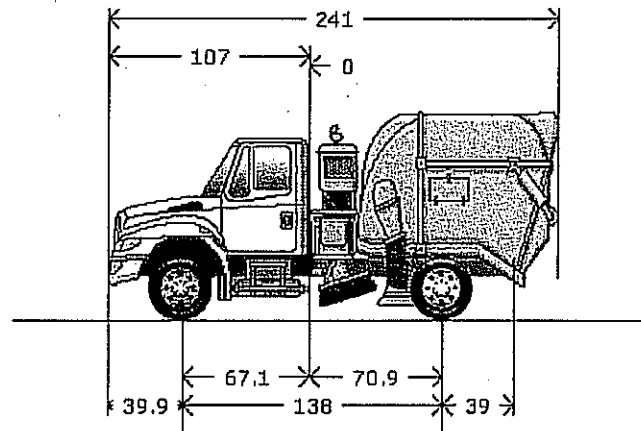
INTERNATIONAL®

July 10, 2012

Prepared For:
City Of Hattiesburg
Russell Davis
P.O. Box 1898
Hattiesburg, MS 39403-
(601)545 - 4552

Presented By:
WATERS INTERNATIONAL TRC
Dennis Polk
80 S & K Drive
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Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.



Model Profile
2013 4300M7 SBA 4X2 (MA065)

APPLICATION:

MISSION:

DIMENSION:

ENGINE, DIESEL:

TRANSMISSION, AUTOMATIC:

CLUTCH:

AXLE, FRONT NON-DRIVING:

AXLE, REAR, SINGLE:

CAB:

TIRE, FRONT:

TIRE, REAR:

SUSPENSION, REAR, SINGLE:

PAINT:

Street Sweeper

Requested GVWR: 33000. Calc. GVWR: 33000

Calc. Start / Grade Ability: 29.80% / 1.75% @ 55 MPH

Calc. Geared Speed: 74.0 MPH

Wheelbase: 138.00, CA: 70.90, Axle to Frame: 39.00

{MaxxForce 7} EPA 10, 220 HP @ 2600 RPM, 560 lb-ft Torque @ 1400 RPM, 2800 RPM

Governed Speed, 220 Peak HP (Max)

{Allison 2500_RDS_P} 4th Generation Controls; Wide Ratio, 5-Speed, With Overdrive; On/Off Hwy; 33,000 lb GVW & GCW Max., With PTO Provision, Less Retarder

Omit Item (Clutch & Control)

{Meritor MFS-10-122A} I-Beam Type, 10,000-lb Capacity

{Dana Spicer 23082T} Two-Speed, 23,000-lb Capacity, 200 Wheel Ends Gear Ratio(s): 6.17, 8.40 Conventional

(2) 11R22.5 G661 HSA (GOODYEAR) 497 rev/mile, load range G, 14 ply

(4) 11R22.5 G661 HSA (GOODYEAR) 497 rev/mile, load range G, 14 ply

{Chalmers 1023 Series} 23,000 lb. Capacity, Shocks Mounted Ahead of Drive Axle, 10.97"/8.66" Unladen/Laden Ride Height

Cab schematic 100GA

Location 1: 9219, Winter White (Std)

Chassis schematic N/A

INTERNATIONAL®**Vehicle Specifications
2013 4300M7 SBA 4X2 (MA065)**

July 10, 2012

Description**F/R Wt Tot Wt**
(lbs) (lbs)

Base Chassis, Model 4300M7 SBA 4X2 with 138.00 Wheelbase, 70.90 CA, and 39.00 Axle to Frame.

6019/2734 8753

TOW HOOK, FRONT (2) Frame Mounted

9/-1 8

FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.375" x 3.705" x 0.438" (263.5mm x 94.1mm x 11.1mm); 456.0" (11582mm) Maximum OAL

139/141 280

BUMPER, FRONT Full Width, Aerodynamic, Steel; 0.142" Material Thickness

0/0 0

Includes

: BUMPER, FRONT Powder Coated Gray (Argent) Color

WHEELBASE RANGE 128" (325cm) Through and Including 183" (465cm)

0/0 0

AXLE, FRONT NON-DRIVING {Meritor MFS-10-122A} I-Beam Type, 10,000-lb Capacity

41/0 41

Notes

: The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.

SUSPENSION, FRONT, SPRING Parabolic, Taper Leaf; 10,000-lb Capacity; With Shock Absorbers

65/0 65

Includes

: SPRING PINS Rubber Bushings, Maintenance-Free

Notes

: The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.

BRAKE SYSTEM, AIR Dual System for Straight Truck Applications

85/45 130

Includes

: BRAKE LINES Color and Size Coded Nylon

: DRAIN VALVE Twist-Type

: GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster

: PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel

: PARKING BRAKE VALVE For Truck

: QUICK RELEASE VALVE Bendix On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4

: SLACK ADJUSTERS, FRONT Automatic

: SLACK ADJUSTERS, REAR Automatic

: SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4

Notes

: Front and Rear Dust Shields not Included

: Rear Axle is Limited to 19,000-lb GAWR with Code 04091 BRAKE SYSTEM, AIR and Code 04NCL BRAKES, REAR, AIR CAM Regardless of Axle/Suspension Ordered.

: Rear Axle is Limited to 20,000-lb GAWR with Code 04091 BRAKE SYSTEM, AIR and Code 04NCG BRAKES, REAR, AIR CAM Regardless of Axle/Suspension Ordered.

DRAIN VALVE {Berg} Manual; With Pull Chain, for Air Tank

1/0 1

Includes

: DRAIN VALVE Mounted in Wet Tank

AIR BRAKE ABS {Bendix AntiLock Brake System} Full Vehicle Wheel Control System (4-Channel)

9/21 30

AIR DRYER {Bendix AD-IP} With Heater

0/0 0

Includes

: AIR DRYER LOCATION Inside Left Rail, Back of Cab

BRAKE CHAMBERS, SPRING Relocated To Rear Of Rear Axle For Maximum Ground Clearance

0/0 0

BRAKE CHAMBERS, FRONT AXLE {Haldex} 20 SqIn

0/0 0

INTERNATIONAL®**Vehicle Specifications
2013 4300M7 SBA 4X2 (MA065)**

July 10, 2012

Description

<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
0/6	6

BRAKE CHAMBERS, REAR AXLE {Haldex GC3030LHDH0} 30/30 Spring Brake

Includes

: BRAKE CHAMBERS, SPRING (2) Rear Parking; WITH TRUCK BRAKES: All 4x2, 4x4; WITH TRACTOR BRAKES: All 4x2, 4x4; 6x4 & 6x6 with Rear Tandem Axles Less Than 46,000-lb. or GVWR Less Than 54,000-lb.

BRAKES, FRONT, AIR CAM S-Cam; 15.0" x 4.0"; Includes 20 Sq. In. Long Stroke Brake Chambers

0/0 0

Notes

: Front Axle with 14,000-lb GAWR is Limited to 13,200-lb GAWR when used in Conjunction with 15" BRAKES, FRONT, AIR CAM.

: The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.

SLACK ADJUSTERS, FRONT {Haldex} Automatic

6/0 6

SLACK ADJUSTERS, REAR {Haldex} Automatic

0/0 0

BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 30/30 Sq.In. Long Stroke Brake Chamber and Spring Actuated Parking Brake

0/27 27

Notes

: The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.

AIR COMPRESSOR {Bendix Tu-Flo 550} 13.2 CFM Capacity

47/-2 45

DUST SHIELDS, FRONT BRAKE for Air Brakes

4/0 4

DUST SHIELDS, REAR BRAKE for Air Brakes

0/6 6

STEERING COLUMN Tilting

10/0 10

STEERING WHEEL 2-Spoke, 18" Diam., Black

0/0 0

STEERING GEAR {Sheppard M-100} Power

25/0 25

DRIVESHAFT {Dana Spicer} SPL140 in lieu of SPL90 Series

0/2 2

EXHAUST SYSTEM Single, Horizontal, Aftertreatment Device Frame Mounted Right Side Back of Cab; Includes Vertical Tail Pipe & Guard

22/82 104

Includes

: EXHAUST HEIGHT 10' Exhaust Height - Based on Empty Chassis with Standard Components (+ or - 1" Height)

: MUFFLER/TAIL PIPE GUARD Non-Bright Finish

EXHAUST SYSTEM REVISION Frame Mounted Right Side Vertical Tailpipe, Moved Rearward 6.35"

0/0 0

ELECTRICAL SYSTEM 12-Volt, Standard Equipment

0/0 0

Includes

: BATTERY BOX Steel

: DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab

: FUSES, ELECTRICAL SAE Blade-Type

: HAZARD SWITCH Push On/Push Off, Located on Top of Steering Column Cover

: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever

: HORN, ELECTRIC Single

: JUMP START STUD Located on Positive Terminal of Outermost Battery

: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light

: STARTER SWITCH Electric, Key Operated

: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector

INTERNATIONAL®**Vehicle Specifications
2013 4300M7 SBA 4X2 (MA065)**

July 10, 2012

<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
: TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature		
: TURN SIGNALS, FRONT Includes Reflectors and Auxiliary Side Turn Signals, Solid State Flashers; Flush Mounted		
: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever		
: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted		
: WIRING, CHASSIS Color Coded and Continuously Numbered		
CIGAR LIGHTER Includes Ash Cup	1/0	1
HORN, ELECTRIC (2)	2/0	2
POWER SOURCE Cigar Type Receptacle without Plug and Cord	1/0	1
ALTERNATOR {Bosch LH160} Brush Type, 12 Volt 160 Amp. Capacity, Pad Mount	-21/2	-19
BODY BUILDER WIRING Rear of Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/ Accessory Power/Ground and Sealed Connector for Stop/Turn	0/3	3
BATTERY SYSTEM {International} Maintenance-Free (2) 12-Volt 1100CCA Total	0/0	0
RADIO {International} AM/FM Stereo With CD Player, Weatherband, Clock, Auxiliary Input, Includes Multiple Speakers	2/1	3
<u>Includes</u>		
: SPEAKERS IN CAB (2) Coaxial with Deluxe Interior		
: SPEAKERS IN CAB (4) Coaxial with Premium Interior		
JUMP START STUD Remote Mounted	2/0	2
<u>Includes</u>		
: JUMP START STUD Mounted to Battery Box		
HORN, AIR Black, Single Trumpet, Air Solenoid Operated	2/0	2
HEADLIGHTS Halogen; Composite Aero Design for Two Light System; Includes Daytime Running Lights	0/0	0
ENGINE SHUTDOWN Automatic; With 30 Second Delay, With International Engines	1/0	1
INDICATOR, LOW COOLANT LEVEL With Audible Alarm	0/0	0
STARTING MOTOR {Delco Remy 29MT} 12 Volt; Less Thermal Over-Crank Protection, With Integrated Magnetic Switch	0/0	0
GRILLE Chrome	0/0	0
FRONT END Tilting, Fiberglass, With Three Piece Construction	0/0	0
PAINT SCHEMATIC, PT-1 Single Color, Design 100	0/0	0
<u>Includes</u>		
: PAINT SCHEMATIC ID LETTERS "GA"		
PAINT TYPE Base Coat/Clear Coat, 1-2 Tone	0/0	0
CLUTCH Omit Item (Clutch & Control)	-60/-15	-75
BLOCK HEATER, ENGINE {Phillips} 120 Volt/1000 Watt	2/0	2
<u>Includes</u>		
: BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door		
ENGINE, DIESEL {MaxxForce 7} EPA 10, 220 HP @ 2600 RPM, 560 lb-ft Torque @ 1400 RPM, 2800 RPM Governed Speed, 220 Peak HP (Max)	0/0	0

<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
<u>Includes</u>		
: AIR COMPRESSOR AIR SUPPLY LINE Naturally-Aspirated (Air Brake Chassis Only)		
: ANTI-FREEZE Red Shell Rotella Extended Life Coolant; -40 Degrees F/ -40 Degrees C; for MaxxForce Engines		
: CRUISE CONTROL Electronic; Controls Integral to Steering Wheel		
: ENGINE OIL DRAIN PLUG Magnetic		
: ENGINE SHUTDOWN Electric, Key Operated		
: FUEL FILTER Engine Mounted		
: FUEL HEATER Included with Fuel/Water Separator		
: FUEL/WATER SEPARATOR Engine Mounted		
: GLOW PLUG Automatic with Indicator Light		
: GOVERNOR Electronic		
: OIL FILTER, ENGINE Drop-In Cartridge Type		
FAN DRIVE (Borg-Warner Series 790) Viscous Type, Screw On	0/0	0
<u>Includes</u>		
: FAN Nylon		
RADIATOR Aluminum; 2-Row, Cross Flow, Over Under System, 717 SqIn Louvered, With 313 SqIn Charge Air Cooler. With In-Tank Transmission Cooler	1/1	2
<u>Includes</u>		
: DEAERATION SYSTEM with Surge Tank		
: HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps		
: RADIATOR HOSES Premium, Rubber		
AIR CLEANER With Service Protection Element	0/0	0
<u>Includes</u>		
: GAUGE, AIR CLEANER RESTRICTION Air Cleaner Mounted		
THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel	0/0	0
ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls; With Ignition Switch Control for MaxxForce post 2007 Emissions Electronic Engines	0/0	0
FEDERAL EMISSIONS for 2010; MaxxForce 7 Engines	0/0	0
EMISSION COMPLIANCE Federal, Does Not Comply With California Clean Air Idle Regulations	0/0	0
TRANSMISSION, AUTOMATIC (Allison 2500_RDS_P) 4th Generation Controls; Wide Ratio, 5-Speed, With Overdrive; On/Off Hwy; 33,000 lb GVW & GCW Max., With PTO Provision, Less Retarder	-23/3	-20
<u>Includes</u>		
: OIL FILTER, TRANSMISSION Mounted on Transmission		
: TRANSMISSION OIL PAN Magnet in Oil Pan		
TRANSMISSION OIL Synthetic; 20 thru 28 Pints	0/0	0
SHIFT CONTROL PARAMETERS Allison Performance Programming in Primary and Allison Economy Programming in Secondary	0/0	0
AXLE, REAR, SINGLE (Dana Spicer 23082T) Two-Speed, 23,000-lb Capacity, 200 Wheel Ends . Gear Ratio: 6.17, 8.40	0/248	248
<u>Includes</u>		
: REAR AXLE DRAIN PLUG (1) Magnetic, For Single Rear Axle		

Notes

: The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires.

INTERNATIONAL®**Vehicle Specifications
2013 4300M7 SBA 4X2 (MA065)**

July 10, 2012

Description**F/R Wt** **Tot Wt**
(lbs) (lbs)

: When Specifying Axle Ratio, Check Performance Guidelines and TCAPE for Startability and Performance

SUSPENSION, REAR, SINGLE {Chalmers 1023 Series} 23,000 lb. Capacity, Shocks Mounted Ahead of Drive Axle, 10.97"/8.66" Unladen/Laden Ride Height

0/0 0

Notes

: The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires.

FUEL TANK Top Draw; D Style, Non Polished Aluminum, 50 U.S. Gal., 189 L Capacity, 16" Deep, With Quick Connect Outlet, Mounted Right Side, Under Cab

0/0 0

CAB Conventional

0/0 0

Includes

: ARM REST (2) Molded Plastic; One Each Door

: CLEARANCE/MARKER LIGHTS (5) Flush Mounted

: COAT HOOK, CAB Located on Rear Wall, Centered Above Rear Window

: CUP HOLDERS Two Cup Holders, Located in Lower Center of Instrument Panel

: DOME LIGHT, CAB Rectangular, Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Console, Center Mounted

: GLASS, ALL WINDOWS Tinted

: GRAB HANDLE, CAB INTERIOR (1) "A" Pillar Mounted, Passenger Side

: GRAB HANDLE, CAB INTERIOR (2) Front of "B" Pillar Mounted, One Each Side

: INTERIOR SHEET METAL Upper Door (Above Window Ledge) Painted Exterior Color

: STEP (4) Two Steps Per Door

GAUGE CLUSTER English With English Electronic Speedometer

0/0 0

Includes

: GAUGE CLUSTER (5) Engine Oil Pressure (Electronic), Water Temperature (Electronic), Fuel (Electronic), Tachometer (Electronic), Voltmeter

: ODOMETER DISPLAY, Miles, Trip Miles, Engine Hours, Trip Hours, Fault Code Readout

: WARNING SYSTEM Low Fuel, Low Oil Pressure, High Engine Coolant Temp, and Low Battery Voltage (Visual and Audible)

GAUGE, OIL TEMP, ALLISON TRAN

1/0 1

GAUGE, AIR APPLICATION

1/0 1

GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} With Black Bezel Mounted in Instrument Panel

2/0 2

IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster

0/0 0

SEAT, DRIVER {National 2000} Air Suspension, High Back With Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, With 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust

1/1 2

Includes

: SEAT BELT 3-Point, Lap and Shoulder Belt Type

SEAT, PASSENGER {National 2000} Air Suspension, High Back With Integral Headrest, Vinyl, Isolated, 1 Chamber Lumbar, 2 Position Front Cushion Adjustment, -3 to +14 Degree Back Adjust

45/35 80

Includes

: SEAT BELT 3-Point, Lap and Shoulder Belt Type

MIRRORS (2) {Lang Mekra} Styled; Rectangular, 7.09" x 15.75" & Integral Convex Both Sides, 102" Inside Spacing, Breakaway Type, Bright Finish Heads and Brackets

6/0 6

MIRROR, CONVEX, HOOD MOUNTED {Lang Mekra} Right and Left Side; 7.44" Sq., Bright

11/0 11

GRAB HANDLE Chrome; Towel Bar Type With Anti-Slip Rubber Inserts; for Cab Entry Mounted Left Side Only at "B" Pillar

3/0 3

INTERNATIONAL®**Vehicle Specifications**
2013 4300M7 SBA 4X2 (MA065)

July 10, 2012

<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
AIR CONDITIONER {Blend-Air} With Integral Heater & Defroster	63/8	71
<u>Includes</u>		
: HEATER HOSES Premium		
: HOSE CLAMPS, HEATER HOSE Mubea Constant Tension Clamps		
: REFRIGERANT Hydrofluorocarbon HFC-134A		
INSTRUMENT PANEL Center Section, Flat Panel	0/0	0
WINDOW, POWER (2) And Power Door Locks, Left and Right Doors, Includes Express Down Feature	5/0	5
STORAGE POCKET, DOOR Molded Plastic, Full Width; Mounted on Passenger Door	1/0	1
CAB INTERIOR TRIM Deluxe	0/0	0
<u>Includes</u>		
: "A" PILLAR COVER Molded Plastic		
: CAB INTERIOR TRIM PANELS Cloth Covered Molded Plastic, Full Height; All Exposed Interior Sheet Metal is Covered Except for the Following: with a Two-Man Passenger Seat or with a Full Bench Seat the Back Panel is Completely Void of Covering		
: CONSOLE, OVERHEAD Molded Plastic; With Dual Storage Pockets with Retainer Nets and CB Radio Pocket		
: DOOR TRIM PANELS Molded Plastic; Driver and Passenger Doors		
: FLOOR COVERING Rubber, Black		
: HEADLINER Soft Padded Cloth		
: INSTRUMENT PANEL TRIM Molded Plastic with Black Center Section		
: STORAGE POCKET, DOOR (1) Molded Plastic, Full-Length; Driver Door		
: SUN VISOR (2) Padded Vinyl with Driver Side Toll Ticket Strap, Integral to Console		
WHEELS, FRONT DISC; 22.5" Painted Steel, 2 Hand Hole, 10 Stud (285.75MM BC) Hub Piloted, Flanged Nut, Metric Mount, 8.25 DC Rims; With Steel Hubs	37/0	37
<u>Includes</u>		
: PAINT IDENTITY, FRONT WHEELS White		
<u>Notes</u>		
: Compatible Tire Sizes: 11R22.5, 12R22.5, 255/70R22.5, 255/80R22.5, 265/75R22.5, 275/70R22.5, 275/80R22.5, 295/75R22.5, 295/80R22.5		
WHEELS, REAR DUAL DISC; 22.5" Painted Steel, 2 Hand Hole, 10-Stud (285.75MM BC) Hub Piloted, Flanged Nut, Metric Mount, 8.25 DC Rims; With Steel Hubs	0/24	24
<u>Includes</u>		
: PAINT IDENTITY, REAR WHEELS White		
<u>Notes</u>		
: Compatible Tire Sizes: 11R22.5, 12R22.5, 255/70R22.5, 255/80R22.5, 265/75R22.5, 275/70R22.5, 275/80R22.5, 295/75R22.5, 295/80R22.5		
WHEEL SEALS, FRONT {Dana Spicer Outrunner} for Oil Lubricated Wheel Bearings	0/0	0
(2) TIRE, FRONT 11R22.5 G661 HSA (GOODYEAR) 497 rev/mile, load range G, 14 ply	84/0	84
(4) TIRE, REAR 11R22.5 G661 HSA (GOODYEAR) 497 rev/mile, load range G, 14 ply	0/168	168
Total Component Weight:	6652/3540	10192
FONTAINE DUAL DRIVE CONVERSION	0/0	0
Total Body Allied:	0/0	0
Raw Material Surcharge (Medium Duty)	0/0	0
Service and Parts Manuals	0/0	0

LIMITED WARRANTY FOR MODELS 1000, 4000, DURASTAR® SERIES

*Effective with vehicles built July 12, 2011 or later.

BASIC VEHICLE

Navistar, Inc., at its option, will repair or replace any part of this vehicle which proves defective in material or workmanship, in normal use and service, with new or ReNEWed® parts, based on the Component Coverage's below. Exceptions are listed below:

BASIC VEHICLE COVERAGE		Months	Miles
Basic Vehicle Warranty (Feature Code 40024)	(See exceptions listed below)	24	Unlimited
*Note-Items not listed in warranty exceptions follow base warranty			
Warranty Exceptions			
CHASSIS COVERAGE		Months	Miles
Frame side rails		84	Unlimited
Cab/cowl structure		60	Unlimited
Cab/cowl perforation corrosion		60	Unlimited
ENGINE COVERAGE		Months	Miles
Non-Rescue Applications			
MaxxForce® 7 Engine (Includes DPF)		36	150/240
MaxxForce® 9 Engine (Includes DPF)		36	150/240
MaxxForce® DT Engine (Includes DPF)		36	150/240
MaxxForce® 7 Engine glow plugs, relay, harness/connector (07 EPA)		12	Unlimited
Rescue Application Only (Fire Truck, Ambulance, Emergency)			
MaxxForce® 7 Engine (Includes DPF)		60	100/180
MaxxForce® 9 Engine (Includes DPF)		60	100/180
MaxxForce® DT Engine (Includes DPF)		60	100/180
MaxxForce® 7 Engine glow plugs, relay, harness/connector (07 EPA)		36	Unlimited
DRIVETRAIN			
Meritor Axles (DuraStar model)		36	Unlimited
MISCELLANEOUS COVERAGE		Months	Miles
Batteries		12	Unlimited
Brightwork, Chassis Paint and Corrosion (other than Cab)		6	Unlimited
Hood/Cab Paint		12	Unlimited
FIRST 90 DAYS FROM DELIVERY TO USER (DTU)			
Correction of loose fasteners, squeaks, rattles and unusual noises			
Towing (unless specific stated coverage above)			
Adjustments and Maintenance (e.g. aim headlights, adjust brakes/clutch, adjust steering system, check and fill coolant levels.			

Printed in the USA

Page 1 of 2

CTS-2475N

Revised 7/2011

WHAT IS NOT INCLUDED UNDER BASIC COVERAGE

COMPONENTS / ITEMS:

- Warranted by their respective manufacturers (e.g., non-Navistar brand engines, tires, Allison Transmissions, Eaton Hybrid components, lubricants, etc.)
- Bodies, equipment, and accessories installed by other than authorized Navistar Truck employees at Navistar Truck manufacturing plants.
- Front and rear axle alignment.

REPAIRS & MAINTENANCE:

- Maintenance-related items/repairs, or those as a result of normal wear and tear, including tune-ups, brake/clutch linings, windshield wiper blades, tire balancing, lubrication and other similar procedures/parts required to keep vehicle in good working condition.
- Failures that are the result of poor fuel quality, water in fuel, rust, etc.
- Vehicle misuse, negligent care, improper maintenance, improper operation, or the result of accident or collision.
- Fade, runs, mismatch or damage to paint, trim items, upholstery, chrome, polished surfaces, etc., resulting from environmental causes, improper polishes, cleaners or washing solutions, or chemical and industrial fallout.
- Failure to observe published capacity or load specifications for engine, transmission, propshaft, axles (power train) and suspension.

OTHER:

- Vehicles sold and/or operated outside the United States and Canada.
- Vehicles/components which have had unauthorized alterations or modifications.
- Vehicles on which the odometer reading has been altered.
- Loss of time or use of the vehicle, loss of profits, inconvenience, or other consequential or incidental damages or expenses.
- Replacement of defective parts with parts other than those provided by Navistar, Inc.

OBTAINING SERVICE

Return this vehicle to any International Truck Dealer authorized to service this model vehicle and engine.

This warranty is automatically transferred to subsequent owners at no charge. Visit your local Authorized International Truck Dealer for name and address change information.

Note: The customer has 365 days and up to a maximum of 100,000 miles (160,000 km) from DTU (delivery to end user) to purchase an extended warranty on the unit. For extended warranty purchases between, 181 through 365 days from DTU and <100,000 miles (160,000 km) an additional fee will be assessed. See your local International dealer for details.

DISCLAIMER

NO WARRANTIES ARE GIVEN BEYOND THOSE DESCRIBED HEREIN. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. THE COMPANY SPECIFICALLY DISCLAIMS WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OTHER REPRESENTATIONS TO THE USER/PURCHASER, AND ALL OTHER OBLIGATIONS OR LIABILITIES. THE COMPANY FURTHER EXCLUDES LIABILITY FOR INCIDENTAL AND CONSEQUENTIAL DAMAGES, ON THE PART OF THE COMPANY OR SELLER. No person is authorized to give any other warranties or to assume any liabilities on the Company's behalf unless made or assumed in writing by the Company; and no other person is authorized to give any warranties or to assume any liabilities on the seller's behalf unless made or assumed in writing by the seller.

Remedies Under State or Provincial Law: Some States and Provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to the owner. This warranty gives the owner specific legal rights, and he may also have other legal rights which may vary by state or province.

RECORD OF OWNERSHIP

Upon receipt of new vehicle by original owner, complete the following:
I have read this Warranty Brochure and fully understand the warranty coverage. I acknowledge that I have received a copy of the Owner's Limited Warranty and I accept the terms described herein.

Customer Signature _____	Date _____
Owner's Address _____	City _____ State/Prov _____ Postal Code _____
Truck Model _____	Vehicle Identification Number _____
Engine Number _____	Engine Serial Number _____
Date Delivered to User (DTU) _____	Odometer Reading at Delivery _____

IMPORTANT: The information contained in this Warranty Policy explains the coverage provided on your new Navistar vehicle. This policy should be kept in the vehicle for presentation to the Dealer when you request warranty services.

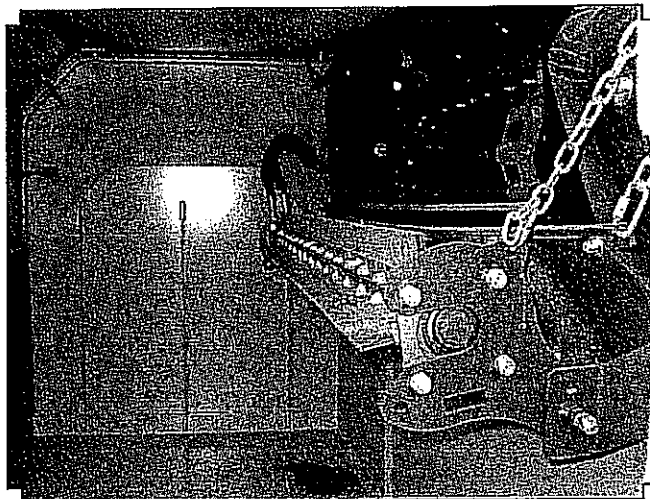
We're On The Level

Schwarze's LOAD LEVELER PATENT PENDING option
is now available and can be used on all M6000 models.

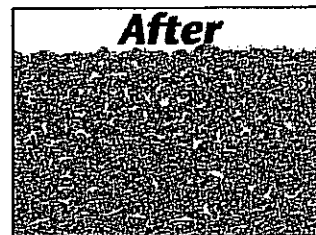


M6000 LOAD LEVELER PATENT PENDING Option

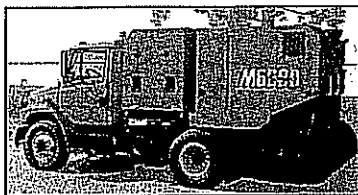
- **Increases usable capacity inside the hopper without driver intervention.**
- **On-demand switch activates the load leveler.** [PAT. PEND.]
- **Works with all types of debris, wet or dry.**



On-demand Load Leveler [PAT. PEND.]. As debris enters the hopper, it is carried forward by this option and spread out evenly inside the hopper, thus eliminating the need to periodically tap the brakes.



M-series Mechanical Broom Sweepers — for the toughest challenges.



The M6000 single engine conventional on a Freightliner chassis is available in CNG or diesel models. The M6000 TECO is a twin engine cabover. The extensive M6000 line is engineered with an extremely rugged design and is ideal for use in a wide variety of demanding road sweeping or milling cleanup applications.

Schwarze Industries, Inc.

1055 Jordan Rd.
Huntsville, AL 35811

1-800-879-7933

email: support@schwarze.com

www.schwarze.com



FULL PARTS & SERVICE LOCATIONS

QUOTE

1225 Vanderbilt Road
Birmingham, AL 35236

7760 Highland Avenue North
Mobile, AL 36608

Phone: 205-324-3104
Fax: 205-324-2679

Phone: 251-631-3766
Fax: 251-631-3768

Number SECQ1138
Date Jul 10, 2012

Sold To

City of Hattiesburg

Public Works Division
1202 James Street
1202 James Street
Hattiesburg, MS 39402

Phone (601) 545-4673
Fax (601) 545-4658

Ship To

City of Hattiesburg

Public Works Division
1202 James Street
1202 James Street
Hattiesburg, MS 39402

Phone (601) 545-4673
Fax (601) 545-4658

Your Sales Rep

Matt Vinson

Cell: 2512989398

matt@secequip.com

7760 Highland Avenue North
Mobile AL 36608

Terms

P.O. Number

Ship Via

Line	Qty	Description	Unit Price	Ext. Price
1	1	2012 Elgin Broom Badger mounted on Cabover Isuzu Chassis	\$184,158.00	\$184,158.00
2		Only one vendor can meet this specification. This sweeper will do the same job, except better fuel economy and no CDL required to operate		
SubTotal				\$184,158.00
Tax				\$0.00
Shipping				\$0.00
Total				\$184,158.00

FILED

JUL 12 2012

EDDIE R. MYERS, CITY CLERK

Deputy Clerk

SEC WOULD LIKE TO THANK YOU FOR THE OPPORTUNITY TO PROVIDE YOU WITH OUR EQUIPMENT.

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Thursday, July 12, 2012, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following items, to-wit:

ONE NEW STREET SWEEPER FOR PUBLIC WORKS

The above shall be bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request.

Each BID must be received in a sealed envelope which is marked in the lower left-hand corner with the word "BID" and the NAME OF ITEM REFERENCED ABOVE on which bid is being made and the DATE OF BID RECEIPT.

The Council reserves the right to reject any or all bids received and to waive informalities.

PUBLISHED by Order of the Council on this, the 5th day of June 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY:

CITY CLERK

(SEAL)

SPECIFICATIONS FOR: ONE (1) NEW STREET SWEEPER FOR PUBLIC WORKS

Bidder shall bid on furnishing the above item(s) which meet(s) or exceed(s) the following specifications, to-wit:

SEE ATTACHED DETAILED SPECIFICATIONS

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

SEALED bids will be received until 10:00 A.M., Thursday, July 12, 2012, in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the above described item(s). It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of Sealed bids.

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

**BID
ONE (1) NEW STREET SWEEPER FOR PUBLIC WORKS
SUBMITTED BY 10:00 A.M. JULY 12, 2012**

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

APPROVED on this, the 5th day of May A. D., 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY:

CITY CLERK

SPECIFICATIONS APPROVED BY:

PUBLIC WORKS

STREET SWEEPER SPECIFICATIONS

CHASSIS ENGINE

Compliance

No - 314 cu. in.

Engine shall be a Tier 4 turbo-charged electronic diesel engine. To be a minimum of 365 cubic inches.

Exceed - HP 215

Horsepower rating shall be minimum of 200 HP @ 2600 RPM. Torque rating shall be 560 LB/FT @ 1400 RPM.

yes

Engine to have automatic shutdown with 30 second delay and warning light and buzzer for low engine oil pressure, high coolant temperature, low coolant level. Shutdown system to include automatic override.

Single stage

Air Cleaner to be a two stage, heavy-duty dual element dry-type air cleaner with restriction indicator.

Exceed - 110 Amp

Alternator shall be 100 Amp.

yes

Two maintenance free batteries shall be provided with 1100 total CCA.

yes - 500 watt

Chassis to be equipped with 1000 watt block leader.

yes

Engine cooling fan to be Borg-Warner Series 790 viscous screw type.

yes - 30 gallon

Chassis engine to share 50-gallon fuel tank and batteries with auxiliary engine. No exceptions.

yes

Engine exhaust shall be horizontal on right hand side.

yes

Engine shall be equipped with a full flow oil filter.

yes

Chassis to include fuel/water separator mounted on engine and fuel filter in a single assembly.

TRANSMISSION

Exceed - 6 speed Asin

Transmission shall be an electronic 5-speed automatic Allison 2500 RDS.

yes

Transmission to have oil filter mounted on transmission.

yes

Transmission to have transmission oil temperature gauge mounted in dash.

DUAL SIT-DOWN STEERING

Hattiesburg 2011 IH4300 Dura Star EPA10for M6TE

STREET SWEEPER SPECIFICATIONS

Not Needed

N/A

N/A

Driver Yes

N/A

yes

Exceed

Chassis to have dual steering.

No dual steering installed by the sweeper manufacturer. No exceptions.

Dual steering to have accelerator and brake controls, self-canceling turn signal, horn, headlight dimmer switch with flash-to-pass feature, and four way flasher controls at each driving position.

Both driving positions to have tilt steering wheel.

Ignition switch to be relocated to the center of dash.

Single or center mounted steering will not be accepted. Dual steering must not be installed by sweeper manufacturer.

Turning radius to be a maximum of 19.0 feet.

FRONT AXLE & SUSPENSION

No - 7270 lbs

Front axle to be I-beam type with a minimum capacity of 10,000 lbs. No exceptions.

No 8440 lbs

Front suspension to be a minimum 10,000 lb. capacity taper leaf spring.

yes

Front suspension to have shock absorbers.

REAR AXLE & SUSPENSION

No 14550

Rear axle to be Dana Spicer 23082T 2 speed with a minimum capacity of 23,000 lbs. No exceptions.

No 14550

Rear suspension to be a Chalmers CSI 1023 minimum 23,000 lb. capacity.

yes

Sweepers that require the operator to make adjustments in the cab to the suspension to allow the sweeper to sweep or travel at highway speeds will not be accepted. ~~Minimum suspension~~

N/A

Rear axle to be 2-speed having ratios of 6.17/8.40

BRAKE SYSTEM EQUIPMENT

STREET SWEEPER SPECIFICATIONS

Hydraulic

Brakes to be air brake system. No hydraulic brake system will be accepted.

N/A

Bendix four channel anti-lock braking system to be provided.

yes

Front brakes to be 15" X 4". Rear brakes to be 16.5" X 7".

N/A

MGM TR30/30 spring actuated parking brake chambers to be provided.

N/A

Bendix heated AD-IP air dryer to be provided.

N/A

Air compressor to be Bendix Tu-Flo 550 13.2 CFM.

N/A

Front & rear brakes to have automatic slack adjusters.

N/A

Front & rear brakes to have brake dust shields.

N/A

All air reservoirs to have air tank twist-type drain valves.

FRAME & WHEELBASE

Exceed - 109"

Wheelbase to be 130". Cab to axle to be 63".

yes

Frame rails to be 10.250" X 3.092" X .375" high strength low alloy steel (80,000 PSI yield). Any chassis not meeting or exceeding these minimum standards will not be accepted.

Exceed - 19,500

GVW to be minimum of 33,000 lb.

TIRES & WHEELS

12 ply

Tires to be 11R 22.5 and be 14 ply.

yes

Rear axle to have dual tires and wheels on each side of axle.

19.5

Wheels to be ⁸⁻¹⁰ stud steel disc hub piloted 22.5 X 8.25. Chassis that have 22.5 X 7.50 wheels will not be accepted.

yes

Wheels to be interchangeable to allow emergency change at the job site.

CAB EXTERIOR

Exceed - CABOVER

Cab to conventional type with steel cab and fiberglass tilting front end.

yes

Door/ignition locks to be keyed alike.

Hattiesburg 2011 IH4300 Dura Star EPA10for M6TE

STREET SWEEPER SPECIFICATIONS

yes

Headlights to be halogen and to include daytime running lights feature.

yes

Chassis to have dual 16"x17" west coast mirrors mounted on doors.

Exceed - 12"

8" diameter chrome parabolic mirrors to be mounted under west coast mirrors.

N/A

8" diameter chrome parabolic mirrors to be mounted on front fenders for viewing gutter brooms.

yes

All chassis windows to be tinted.

No

Chassis to be equipped with Single Trumpet Grover Air Horn.

Exceed - Power windows

Door windows to roll down. No sliding windows.

N/A

Chrome towel bar-type exterior grab handles to be provided on each side of cab. No exceptions.

N/A

Front grill to be chrome.

CAB INTERIOR

yes

Air conditioner to be provided with integral heater and defroster.

No - mechanical suspension

Both seats to be high-back, National 2000-295 air-suspension seats. Seats to have air lumbar support.

No

Seat cover material to be vinyl.

yes

Three point, lap and shoulder seat belts to be provided.

yes

Molded plastic arm rests to be provided on each door.

yes

Ashtray and cigar lighter to be provided.

yes

Dome light to be door activated.

INSTRUMENTS & CONTROLS

yes

Chassis gauges to include speedometer, tachometer, oil pressure, water temperature, air pressure for air brakes, voltmeter, fuel, and transmission temperature at both driving positions. Right side gauges to match factory gauge cluster on the left side.

STREET SWEEPER SPECIFICATIONS

yes

Odometer to display miles, trip miles, engine hours, and trip hours.

yes

Visual and audible warning system to be provided for low fuel, low oil pressure, high engine coolant temperature, low coolant level, and low battery voltage.

yes

Chassis to have electronic cruise control integral to steering wheel. Cruise control on left side driving position only.

yes

AM/FM/CD radio with weather band and clock to be provided. Speakers to be dual-cone.

yes

Two-speed windshield wiper control with wash and intermittent feature at both driving positions.

PAINT COLOR

yes

The chassis and wheels shall be painted white.

yes

Chassis frame to be painted ~~black~~.

CHASSIS WARRANTY

yes

Basic vehicle warranty to be 24 months/unlimited distance.

yes

Drive train components warranty to be 24 months/unlimited distance.

yes

Cab structure and sheet metal, cab corrosion, and frame rails & cross members warranty to be 60 months/unlimited distance.

DELIVERY

yes

The unit shall be delivered completely assembled, serviced, and ready to operate.

yes

Bidder to state delivery date.

yes

The bidder shall supply chassis operators manual. Service manual on CD ROM, and parts manual.



HATTIESBURG MISSISSIPPI

MECHANICAL STREET SWEEPER SPECIFICATIONS

Sweeper Engine

Compliance

*Exceed - Tier 4
59 HP.*

- A. A Tier III EPA 07 auxiliary diesel turbo charged engine to be provided to power the sweeper. The engine shall be a four-cylinder Deutz model BFL2011 with a horsepower rating of not less than 79 hp at 2800 RPM and a peak torque rating of not less than 169.5 ft/lb at 1600 RPM. Minimum displacement shall not be less than 166.7 cubic inches.
- yes* B. Engine to have an integrated cooling system. Cooling and lubrication to be with oil.
- yes* C. For ease of maintenance, all services to be done on one engine side. Remote oil drain plug to be provided.
- yes* D. Engine shall equipped with a full flow spin-on oil filter and fuel filter.
- yes* E. Unit shall have a heavy-duty two-stage dry type Donaldson air cleaner.
- yes* F. Engine to be equipped with engine shutdown system that shuts down engine or low oil pressure and high oil temperature.
- yes* G. Engine to be equipped with a 12-volt ignition system, electric starter and a 60-amp alternator.
- yes* H. Sweeper engine and chassis engine shall not share chassis batteries.
- yes - 30 gallon* I. Sweeper auxiliary engine to share 56-gallon fuel tank with chassis engine.
- No* J. Auxiliary engine shall be protected from the elements by a fully enclosed compartment to include top and sides. Compartment shall also be designed to reduce auxiliary engine noise.

Hydraulic System

Compliance

25 gallon

- A. Hydraulic oil reservoir capacity shall be a minimum of 35 gallons and to be equipped with a tank mounted combination temperature and sight level gauge.
- N/A* B. The hydraulic cooler shall have a BTU rating of 120,000 at an ambient temperature of 100 degrees Fahrenheit. The cooler must have dual fans.



HATTIESBURG MISSISSIPPI

MECHANICAL STREET SWEEPER SPECIFICATIONS

The cooler must measure 24" by 24" and be mounted at the upper rear corner of compartment to minimize dust and dirt in the radiator.

- Yes to filter C. The entire oil supply shall pass through an oil cooler and a 10 micron return filter.
- Yes D. The hydraulic oil reservoirs pump supply port shall be routed through a 100 mesh suction strainer.
- Yes E. The hydraulic pump shall be a variable displacement piston-type with load sensing capabilities to provide power on demand to all sweeping functions including gutter brooms, elevator and the main broom. In addition, the pump shall supply power for hopper raise/lower and dump, gutter broom, elevator, and main broom raise/lower.
- Yes F. All hydraulic directional control valves shall have a manual override. There shall be a valve bank on the left side and right side. The left side shall be for all rotation functions. The right side shall be for all lifting functions. All valves shall include LED dimm connectors for trouble shooting.
- Yes G. All hydraulic connections shall be SAE O-ring or 37 degree flare type. No pipefitting type connections allowed except on the hydraulic reservoir suction strainer, tank plugs, and flanges.
- Yes H. The sweeper hydraulic circuit shall be equipped with quick disconnect pressure check ports.

Dirt Conveyor

Compliance

- Yes A. The elevator shall be a minimum of 58" wide at broom opening and entry into hopper.
- Yes B. Elevator to be hydraulically driven by a chain and sprocket system.
- Yes C. Conveyor shall have replaceable rubber wiper squeegee flight system capable of conveying all types of materials into the sweeper hopper. System shall have a minimum of 13 flights.
- 8 Flights
Yes D. Elevator to have a built-in cascading elevator flushing system-powered by hydrant water. Sweeper to be permanently plumbed for this operation. Water hose needed to connect to hydrant shall be provided



HATTIESBURG MISSISSIPPI

MECHANICAL STREET SWEEPER SPECIFICATIONS

and have a stage compartment behind right rear wheel. Systems, because of design, that require a separate lower roller on board cleaning system will not be accepted.

- yes E. Elevator must be capable of reverse operations to clear elevator jams and to clean elevator. This shall be controlled in-cab.
- yes F. Upper and lower elevator shaft to be a minimum 2" diameter. No exceptions.
- yes G. An in-cab alarm and light shall be provided to alert the operator if the conveyor should jam.
- yes H. Elevator must be equipped with in cab variable speed controls, allowing it to rotate at a speed independent of any other function.

Hopper

Compliance

- 4yd with 3.2 yd useable left side 18"-120"
- yes A. The hopper shall have a volumetric capacity of not less than five (5) cubic yards with a minimum useable capacity of 3.5 cubic yards.
- yes B. Dumping shall be to the right side of the sweeper.
- yes C. The hopper shall be a variable high dump capable of being raised for a dump height of between 16" to 138" measured from the ground to the bottom edge of a 48" hopper door in the dump position. Lifting hopper shall be by use of scissors lift mechanism.
- yes D. The hopper door shall be 48" long as measured in the dump position.
- yes E. The scissors mechanism shall be capable of lifting 14,000 pounds or 7 tons while maintaining a 3:1 design factor on all critical components. Scissors shall be constructed of 3" x 6" rectangular tubing. Scissors shall also incorporate self-lubricating slides in the frame channels. Rollers are not acceptable due to flat spotting and structural integrity.
- yes F. Hopper to be made of 10 gauge welded steel construction. Hopper floor to be made from 7 gauge steel.
- yes G. The hopper raise cylinders shall be equipped with integral load controls complete with thermal relief to control cylinder movement.



HATTIESBURG MISSISSIPPI

MECHANICAL STREET SWEEPER SPECIFICATIONS

- yes H. Operator shall be capable of controlling and viewing dump process from inside the cab.
- yes I. Hopper to have Plexiglas inspection window in front of the hopper for easy viewing. Hopper shall also have a window to allow light into the hopper for easier viewing of debris inside.
- 48° J. The hopper dump angle to be minimum of 52 degrees.
- yes K. The chassis park brake shall be automatically applied to allow hopper movements and must be manually disengaged when hopper is lowered and stowed.
- yes L. Hopper safety prop shall be provided and shall have a storage location under the scissors lift.
- yes M. An in-cab alarm and light shall be provided to alert the operator when the hopper is not seated on the chassis frame.
- yes N. Hopper shall be equipped with a an in-cab hopper full indicator and alarm
- w/a O. Hopper must include a hydraulically driven Load Leveler to eliminate load shifting by applying the chassis brakes.

Main Pickup Broom

Compliance

- yes A. Main pickup broom shall be hydraulically driven through a chain and sprocket system.
- yes B. The broom core shall be not be less than 36" in diameter and not less than 58" in length and shall be of polyester material.
- yes C. Main broom shall have in-cab control for pneumatic suspension for instant adjustment of broom down pressure. Pneumatic broom cylinders shall be a maximum of 2 1/2" diameters to allow for instant adaptation to road conditions.
- yes D. Main broom shall be mounted on self-aligning friction bearings and shall utilize 1 1/2" diameter broom shaft.



HATTIESBURG MISSISSIPPI

MECHANICAL STREET SWEEPER SPECIFICATIONS

- yes F. Broom shall be shielded by a plastic hinged broom hood that is designed to prevent material from being thrown into following traffic.
- yes G. The hinged broom hood will allow access to broom bristles from the top providing easy washout of the main broom assembly.
- yes H. Main broom to have two led work lights for night operations mounted on the rear of the sweeper.
- yes I. Main Main broom must be equipped with in cab variable speed controls, allowing broom to rotate at a speed independent of any other function.

Gutter Brooms

Compliance

- 32" A. Dual gutter brooms shall be minimum of 49" diameter, 26" wire filled, forward facing digger type for removing debris from gutter area.
- yes B. Gutter brooms to be direct hydraulic drive.
- yes C. Each gutter broom shall be hydraulically retractable for a travel width of 8 feet.
- yes - hyd. D. Gutter brooms shall have in-cab control for pneumatic suspension for instant adjustment of broom down pressure. Pneumatic cylinders shall be 4" in diameter.
- No - 9'6" E. Dual gutter broom sweeping path to be a minimum of 10 feet.
- yes F. Each gutter broom shall additionally incorporate an hydraulic actuated tilt capability of 27 degrees, remotely controlled from the operators seat to allow instant adjustment for debris removal from deep gutters (such as those resulting from multiple overlays of blacktop).
- yes G. A center deflector shall be provided to direct debris thrown by the gutter brooms into the path of the main broom. The deflector shall be positioned under the sweeper and in between the gutter brooms. Deflector to raise and lower with the main broom and elevator.



HATTIESBURG MISSISSIPPI

MECHANICAL STREET SWEEPER SPECIFICATIONS

- N/A H. Dual gutter brooms shall have the ability of being pinned in the outer most position.
- yes I. Gutter brooms shall be hydraulically raised and lowered from the cab.
- yes K. Each gutter broom shall be equipped with led work lights for night operations.
- yes L. Gutter brooms to have separate switches for raise/lower and rotation functions.
- yes M. Gutter brooms must be equipped with in cab variable speed controls, allowing brooms to rotate at a speed independent of any other function.

Dust Control System

Compliance

- A. Water spray to be supplied by an electric diaphragm water pump. The water pump to produce a minimum of 100 PSI, with a minimum 5.88 gpm. The water pump to automatically disengage when the water supply is depleted.
- Exceed - 220 C. Water tank capacity shall not be less than 200 gallons on a conventional chassis. Water tank shall be constructed of polyethylene for strength and corrosion resistance.
- yes D. A minimum 25-foot long fire hydrant fill hose shall be provided with a 2.5" NST coupling to fill water tank. A 2" air gap shall be provided between water fill tube and water tank. Hydrant hose shall include a hydrant wrench and hose storage rack located behind right rear tire.
- yes E. Water system to be filtered by an 100-micron cleanable filter located between tank and water pump. For ease of cleaning, water filter to be at ground level.
- yes F. 3 each spray nozzles to be located each gutter broom.
- yes - 3 G. A spray bar shall be located at the main broom. Spray bar shall have 5 nozzles.
- yes - 5 H. A spray bar shall be located at the front bumper. Spray bar shall have 7 nozzles.



HATTIESBURG MISSISSIPPI

MECHANICAL STREET SWEEPER SPECIFICATIONS

- yes I. Each water function shall have its own independent on/off cab controlled solenoid valve.
- yes J. An in-cab water level gauge shall warn operator when water supply is near depletion.
- N/A K. The water system shall incorporate an air purge system for flushing water lines during freezing conditions.
- N/A L. Water flow from the reservoir is controlled by a shut-off valve with an accessible water strainer. The reservoir is equipped with removable man hole covers for tank clean out.
- yes M. A low water level alarm and indicator shall be provided to alert the operator of the depletion of the dust suppression system tank.

Operating Controls

Compliance

- single steer A. Sweeper shall be equipped with dual steering and controls for left or right hand operations. Center mounted steering or single steering is not acceptable.
- yes B. Console to have independent switches for operating left gutter, left gutter broom tilt, left gutter broom rotation, right gutter broom, right gutter broom tilt, right gutter broom rotation, main broom, elevator, forward/reverse rotation, and raise/lower. All switches to be lighted and have international symbols for easy identification.
- yes C. Console to have water pump on/off switch. Independent water control switches for left gutter broom, right gutter broom, main broom spray bar, and front spray bar. All switches to be lighted and have international symbols for easy identification.
- yes D. Console to have independent switches for each gutter broom light, main broom lights, cab mounted strobe, and rear mounted strobe.
- yes E. Console to have warning light for low water level.
- yes F. Warning alarm and light shall be provided for elevator jam.
- yes G. All main electrical systems to be separately fused at control console by resettable circuit breakers.



HATTIESBURG MISSISSIPPI

MECHANICAL STREET SWEEPER SPECIFICATIONS

Electrical System

Compliance

- yes A. All wires shall be number coded for ease of identification.
- yes B. Warning indicator shall be provided for hopper full, low hydraulic oil, and elevator jam. Warning indicators to be mounted on center console.

Safety Equipment

Compliance

- yes A. Sweeper to meet all federal motor vehicle safety standards. All Sweeper lighting must be LED.
- yes B. Sweeper shall be equipped with a rear mounted LED strobe light with hmb guard.
- yes C. A hopper safety prop to be provided.
- yes D. The chassis park brake shall be applied to allow all hopper movements and be manually disengaged when hopper is lowered and stowed.
- yes E. Sweeper shall be equipped with backup alarm, cab-mounted fire extinguisher, Slow Moving Vehicle emblem, and a warning triangle kit.
- yes F. Sweeper shall have rear LED taillights and an integral 3rd, center, high mounted LED stoplight.
- yes G. For safety of operator, no sweeper hydraulic lines to run into or through the cab.
- yes H. Permanent warning labels shall be provided at all hazard areas.
- yes I. Sweeper standby must be provided, allowing the operator to use one switch to engage/disengage all sweeping functions including: gutter brooms, main broom, and water functions while sweeping.
- yes J. Sweeper shall be equipped with a dual camera system with an LCD cab mounted monitor. One camera shall be mounted to view the right gutter



HATTIESBURG MISSISSIPPI

MECHANICAL STREET SWEEPER SPECIFICATIONS

yes

broom looking forward down the curb line. The second camera shall be rear mounted and provide viewing of the rear of the sweeper.

Additional Equipment Required

(To be included in bid and be part of the basic quote)
Compliance

yes

A. 12" diameter parabolic mirrors must be provided and must be tripod mounted on chassis front fenders.

yes

B. Sweeper to have a permanently attached lubrication plaque. Lube plaque to graphically outline the lube points on sweeper, type of lubrication and the frequency of lubrication.

yes

C. Sweeper and chassis to be equipped with an auto-lubrication system to lubricate all sweeper and chassis components per various maintenance schedules.

Paint Color

Compliance

yes

A. The sweeper shall be painted with 1 coat of sealer/primer and 2 coats of DuPont Imron 5000 polyurethane paint in the manufacturer's standard white color. Paint shall be lead free.

yes

B. Gutter brooms and sweeper frame to be painted a polyurethane textured semi-gloss black for long life.

Sweeper Warranty

Compliance

yes

A. Per manufacturer's stated warranty, sweeper shall be warranted to be free of defective materials and workmanship for a period of 12 months or 1,200 hours from date of delivery. No exceptions.

yes

B. Auxiliary engine to have a 24 month 2000 hours unlimited warranty.



HATTIESBURG MISSISSIPPI

MECHANICAL STREET SWEEPER SPECIFICATIONS

Delivery

Compliance

YES

- A. The unit shall be delivered completely assembled, serviced, and ready to operate. The bidder shall have a qualified service representative in attendance with the sweeper during start-up operations to make any adjustments needed and to give operator instruction on the proper operation of the sweeper.

90-150 DAYS

- B. Bidder to state delivery date.

YES

- C. The bidder shall supply a complete sweeper manual. Manual to include system/component descriptions, sweeper operation, maintenance, troubleshooting, illustrated parts listing



Broom Badger™

4 wheel mechanical street sweeper



The Elgin Broom Badger – Easy to operate. Easy to maintain. No CDL required.

Looking for a maneuverable yet powerful compact mechanical sweeper? If so, consider the Broom Badger™ from Elgin Sweeper. This dual-engine sweeper, is easy to operate and maintain and does not require a CDL to operate making it ideal for our municipal and contractor customers who need powerful cleaning without a full-size sweeper. The compact, low-profile design allows easy access to tree-lined streets. And the short, 109-inch wheelbase and a tight turning radius give the operator great maneuverability for cul-de-sac curb lines and tightly winding streets without sacrificing robust sweeping performance.

Chassis/Cab The Broom Badger is mounted on an Isuzu NRR 19,500 lb class 5 cabover chassis that provides highway-speed travel capability for quick transport from job site to job site and excellent visibility for safer operation. An available air ride suspension option provides additional operator comfort. The standard 12-inch spot mirrors and low-cut windows provide the operator with precise gutter broom viewing. A standard dual-camera and color monitor system provides views to the side broom or rear view. The ergonomically designed control console provides easy, comfortable operation.

Sweep System The efficient sweeping system is powered by an auxiliary Tier 4i Kubota 59-horsepower diesel engine and the variable displacement hydraulic pump provides just the necessary amount of oil.

Broom design The sweeper features dual gutter brooms with up to a 114-inch sweep path. The direct drive brooms feature in-cab control for down pressure and tilt angle. Four-link broom trailing arms provide increased longevity.

Elevator design Featuring a direct drive squeegee-type conveyor design to handle heavy-duty sweeping applications, the 58.5-inch wide conveyor on the Broom Badger sweeper eliminates the need for curtains and provides increased productivity. The hinged cover allows for easy cleaning and inspection.

Water tank and hopper The sweeper is equipped with a 220-gallon water tank for dust suppression. The side-dumping, 4-cubic yard debris hopper allows extended sweeping intervals for increased productivity on the job. A full payload can be off-loaded from the side dump hopper from ground level to a 10 ft. dump height.

For more information or to request a demonstration of the Elgin Broom Badger contact your Elgin dealer or visit www.elginsweeper.com to locate a dealer nearest you.

ORIGINAL
TRUCK EQUIPMENT Sales

NO

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Thursday, July 12, 2012, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following items, to-wit:

ONE NEW STREET SWEEPER FOR PUBLIC WORKS

The above shall be bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request.

Each BID must be received in a sealed envelope which is marked in the lower left-hand corner with the word "BID" and the NAME OF ITEM REFERENCED ABOVE on which bid is being made and the DATE OF BID RECEIPT.

The Council reserves the right to reject any or all bids received and to waive informalities.

PUBLISHED by Order of the Council on this, the 5th day of June 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY:

CITY CLERK

(SEAL)

SPECIFICATIONS FOR: ONE (1) NEW STREET SWEEPER FOR PUBLIC WORKS

Bidder shall bid on furnishing the above item(s) which meet(s) or exceed(s) the following specifications, to-wit:

SEE ATTACHED DETAILED SPECIFICATIONS

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

SEALED bids will be received until 10:00 A.M., Thursday, July 12, 2012, in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the above described item(s). It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of Sealed bids.

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

**BID
ONE (1) NEW STREET SWEEPER FOR PUBLIC WORKS
SUBMITTED BY 10:00 A.M. JULY 12, 2012**

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

APPROVED on this, the 5th day of May A. D., 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY:

CITY CLERK

SPECIFICATIONS APPROVED BY:

PUBLIC WORKS



HATTIESBURG
MISSISSIPPI

MECHANICAL STREET SWEEPER SPECIFICATIONS

Delivery

Compliance

- yes A. The unit shall be delivered completely assembled, serviced, and ready to operate. The bidder shall have a qualified service representative in attendance with the sweeper during start-up operations to make any adjustments needed and to give operator instruction on the proper operation of the sweeper.
- yes B. Bidder to state delivery date. *120 - 140 days*
- yes C. The bidder shall supply a complete sweeper manual. Manual to include system/component descriptions, sweeper operation, maintenance, troubleshooting, illustrated parts listing

TRUCK EQUIPMENT SALES INC. is pleased to bid the following:

*2013 Freightliner meets all specifications
MODEL is a Freightliner M2*

Sweeper is a GLOBAL PYTHON S3000.

*Please see attached line sheet
and brochures*

SALE PRICE: \$212,931 each.

*By: KEITH BROWN
Keith Brown
7/11/12*



HATTIESBURG MISSISSIPPI

MECHANICAL STREET SWEEPER SPECIFICATIONS

Sweeper Engine

Compliance

NO

- yes A. A Tier III EPA 07 auxiliary diesel turbo charged engine to be provided to power the sweeper. The engine shall be a four-cylinder Deutz model BFL2011 with a horsepower rating of not less than 79 hp at 2800 RPM and a peak torque rating of not less than 169.5 ft/lb at 1600 RPM. Minimum displacement shall not be less than 166.7 cubic inches.
- yes B. Engine to have an integrated cooling system. Cooling and lubrication to be with oil.
- yes C. For ease of maintenance, all services to be done on one engine side. Remote oil drain plug to be provided.
- yes D. Engine shall equipped with a full flow spin-on oil filter and fuel filter.
- yes E. Unit shall have a heavy-duty two-stage dry type Donaldson air cleaner.
- yes F. Engine to be equipped with engine shutdown system that shuts down engine or low oil pressure and high oil temperature.
- yes G. Engine to be equipped with a 12-volt ignition system, electric starter and a 60-amp alternator.
- yes KB H. Sweeper engine and chassis engine shall not share chassis batteries.
- yes I. Sweeper auxiliary engine to share 56-gallon fuel tank with chassis engine.
- yes J. Auxiliary engine shall be protected from the elements by a fully enclosed compartment to include top and sides. Compartment shall also be designed to reduce auxiliary engine noise.

Hydraulic System

Compliance

yes

- yes A. Hydraulic oil reservoir capacity shall be a minimum of 35 gallons and to be equipped with a tank mounted combination temperature and sight level gauge.
- NO B. The hydraulic cooler shall have a BTU rating of 120,000 at an ambient temperature of 100 degrees Fahrenheit. The cooler must have dual fans.

SINGLE FAN

only - mounted

front right side of body



HATTIESBURG MISSISSIPPI

MECHANICAL STREET SWEEPER SPECIFICATIONS

The cooler must measure 24" by 24" and be mounted at the upper rear corner of compartment to minimize dust and dirt in the radiator.

- yes C. The entire oil supply shall pass through an oil cooler and a 10 micron return filter.
- yes D. The hydraulic oil reservoirs pump supply port shall be routed through a 100 mesh suction strainer.
- no E. The hydraulic pump shall be a variable displacement piston-type with load sensing capabilities to provide power on demand to all sweeping functions including gutter brooms, elevator and the main broom. In addition, the pump shall supply power for hopper raise/lower and dump, gutter broom, elevator, and main broom raise/lower.
- yes F. All hydraulic directional control valves shall have a manual override. There shall be a valve bank on the left side and right side. The left side shall be for all rotation functions. The right side shall be for all lifting functions. All valves shall include LED diinn connectors for trouble shooting.
- yes G. All hydraulic connections shall be SAE O-ring or 37 degree flare type. No pipefitting type connections allowed except on the hydraulic reservoir suction strainer, tank plugs, and flanges.
- no H. The sweeper hydraulic circuit shall be equipped with quick disconnect pressure check ports.

Hydraulic Pumps
are gear driven

GAUGES
ARE provided.

Dirt Conveyor

Compliance

- yes A. The elevator shall be a minimum of 58" wide at broom opening and entry into hopper.
- yes B. Elevator to be hydraulically driven by a chain and sprocket system.
- no C. Conveyor shall have replaceable rubber wiper squeegee flight system capable of conveying all types of materials into the sweeper hopper. System shall have a minimum of 13 flights.
- yes D. Elevator to have a built-in cascading elevator flushing system-powered by hydrant water. Sweeper to be permanently plumbed for this operation. Water hose needed to connect to hydrant shall be provided

HAS 9
FLIGHTS.



HATTIESBURG MISSISSIPPI

MECHANICAL STREET SWEEPER SPECIFICATIONS

and have a stage compartment behind right rear wheel. Systems, because of design, that require a separate lower roller on board cleaning system will not be accepted.

- yes E. Elevator must be capable of reverse operations to clear elevator jams and to clean elevator. This shall be controlled in-cab.
- yes F. Upper and lower elevator shaft to be a minimum 2" diameter. No exceptions.
- yes G. An in-cab alarm and light shall be provided to alert the operator if the conveyor should jam.
- yes H. Elevator must be equipped with in cab variable speed controls, allowing it to rotate at a speed independent of any other function.

Hopper

Compliance

- yes A. The hopper shall have a volumetric capacity of not less than five (5) cubic yards with a minimum useable capacity of 3.5 cubic yards.
- yes B. Dumping shall be to the right side of the sweeper.
- yes C. The hopper shall be a variable high dump capable of being raised for a dump height of between 16" to 138" measured from the ground to the bottom edge of a 48" hopper door in the dump position. Lifting hopper shall be by use of scissors lift mechanism.
- yes D. The hopper door shall be 48" long as measured in the dump position.
- yes E. The scissors mechanism shall be capable of lifting 14,000 pounds or 7 tons while maintaining a 3:1 design factor on all critical components. Scissors shall be constructed of 3" x 6" rectangular tubing. Scissors shall also incorporate self-lubricating slides in the frame channels. Rollers are not acceptable due to flat spotting and structural integrity.
- yes F. Hopper to be made of 10 gauge welded steel construction. Hopper floor to be made from 7 gauge steel.
- yes G. The hopper raise cylinders shall be equipped with integral load controls complete with thermal relief to control cylinder movement.



HATTIESBURG MISSISSIPPI

MECHANICAL STREET SWEEPER SPECIFICATIONS

- yes H. Operator shall be capable of controlling and viewing dump process from inside the cab.
- yes I. Hopper to have Plexiglas inspection window in front of the hopper for easy viewing. Hopper shall also have a window to allow light into the hopper for easier viewing of debris inside.
- yes J. The hopper dump angle to be minimum of 52 degrees.
- yes K. The chassis park brake shall be automatically applied to allow hopper movements and must be manually disengaged when hopper is lowered and stowed.
- yes L. Hopper safety prop shall be provided and shall have a storage location under the scissors lift.
- yes M. An in-cab alarm and light shall be provided to alert the operator when the hopper is not seated on the chassis frame.
- yes N. Hopper shall be equipped with a an in-cab hopper full indicator and alarm
- no O. Hopper must include a hydraulically driven Load Leveler to eliminate load shifting by applying the chassis brakes.

Main Pickup Broom

Compliance

- yes A. Main pickup broom shall be hydraulically driven through a chain and sprocket system.
- yes B. The broom core shall be not be less than 36" in diameter and not less than 58" in length and shall be of polyester material.
- yes C. Main broom shall have in-cab control for pneumatic suspension for instant adjustment of broom down pressure. Pneumatic broom cylinders shall be a maximum of 2 1/2" diameters to allow for instant adaptation to road conditions.
- yes D. Main broom shall be mounted on self-aligning friction bearings and shall utilize 1 1/2" diameter broom shaft.



HATTIESBURG MISSISSIPPI

MECHANICAL STREET SWEEPER SPECIFICATIONS

- yes F. Broom shall be shielded by a plastic hinged broom hood that is designed to prevent material from being thrown into following traffic.
- yes G. The hinged broom hood will allow access to broom bristles from the top providing easy washout of the main broom assembly.
- yes H. Main broom to have two led work lights for night operations mounted on the rear of the sweeper.
- yes I. Main Main broom must be equipped with in cab variable speed controls, allowing broom to rotate at a speed independent of any other function.

Gutter Brooms

Compliance

- yes A. Dual gutter brooms shall be minimum of 49" diameter, 26" wire filled, forward facing digger type for removing debris from gutter area.
- yes B. Gutter brooms to be direct hydraulic drive.
- yes C. Each gutter broom shall be hydraulically retractable for a travel width of 8 feet.
- yes D. Gutter brooms shall have in-cab control for pneumatic suspension for instant adjustment of broom down pressure. Pneumatic cylinders shall be 4" in diameter.
- yes E. Dual gutter broom sweeping path to be a minimum of 10 feet.
- yes/no F. Each gutter broom shall additionally incorporate an hydraulic actuated tilt capability of 27 degrees, remotely controlled from the operators seat to allow instant adjustment for debris removal from deep gutters (such as those resulting from multiple overlays of blacktop).
Broom is electronically actuated
- yes G. A center deflector shall be provided to direct debris thrown by the gutter brooms into the path of the main broom. The deflector shall be positioned under the sweeper and in between the gutter brooms. Deflector to raise and lower with the main broom and elevator.



HATTIESBURG MISSISSIPPI

MECHANICAL STREET SWEEPER SPECIFICATIONS

- yes H. Dual gutter brooms shall have the ability of being pinned in the outer most position.
- yes I. Gutter brooms shall be hydraulically raised and lowered from the cab.
- yes K. Each gutter broom shall be equipped with led work lights for night operations.
- yes L. Gutter brooms to have separate switches for raise/lower and rotation functions.
- yes M. Gutter brooms must be equipped with in cab variable speed controls, allowing brooms to rotate at a speed independent of any other function.

Dust Control System

Compliance

- yes A. Water spray to be supplied by an electric diaphragm water pump. The water pump to produce a minimum of 100 PSI, with a minimum 5.88 gpm. The water pump to automatically disengage when the water supply is depleted.
- yes C. Water tank capacity shall not be less than 200 gallons on a conventional chassis. Water tank shall be constructed of polyethylene for strength and corrosion resistance.
- yes D. A minimum 25-foot long fire hydrant fill hose shall be provided with a 2.5" NST coupling to fill water tank. A 2" air gap shall be provided between water fill tube and water tank. Hydrant hose shall include a hydrant wrench and hose storage rack located behind right rear tire.
- yes E. Water system to be filtered by an 100-micron cleanable filter located between tank and water pump. For ease of cleaning, water filter to be at ground level.
- yes F. 3 each spray nozzles to be located each gutter broom.
- yes G. A spray bar shall be located at the main broom. Spray bar shall have 5 nozzles.
- yes H. A spray bar shall be located at the front bumper. Spray bar shall have 7 nozzles.



HATTIESBURG MISSISSIPPI

MECHANICAL STREET SWEEPER SPECIFICATIONS

- yes I. Each water function shall have its own independent on/off cab controlled solenoid valve.
- yes J. An in-cab water level gauge shall warn operator when water supply is near depletion.
- yes K. The water system shall incorporate an air purge system for flushing water lines during freezing conditions.
- yes L. Water flow from the reservoir is controlled by a shut-off valve with an accessible water strainer. The reservoir is equipped with removable man hole covers for tank clean out.
- yes M. A low water level alarm and indicator shall be provided to alert the operator of the depletion of the dust suppression system tank.

Operating Controls

Compliance

- yes A. Sweeper shall be equipped with dual steering and controls for left or right hand operations. Center mounted steering or single steering is not acceptable.
- yes B. Console to have independent switches for operating left gutter, left gutter broom tilt, left gutter broom rotation, right gutter broom, right gutter broom tilt, right gutter broom rotation, main broom, elevator, forward/reverse rotation, and raise/lower. All switches to be lighted and have international symbols for easy identification.
- yes C. Console to have water pump on/off switch. Independent water control switches for left gutter broom, right gutter broom, main broom spray bar, and front spray bar. All switches to be lighted and have international symbols for easy identification.
- yes D. Console to have independent switches for each gutter broom light, main broom lights, cab mounted strobe, and rear mounted strobe.
- yes E. Console to have warning light for low water level.
- yes F. Warning alarm and light shall be provided for elevator jam.
- yes G. All main electrical systems to be separately fused at control console by resettable circuit breakers.



HATTIESBURG MISSISSIPPI

MECHANICAL STREET SWEEPER SPECIFICATIONS

Electrical System

Compliance

- yes A. All wires shall be number coded for ease of identification.
- yes B. Warning indicator shall be provided for hopper full, low hydraulic oil, and elevator jam. Warning indicators to be mounted on center console.

Safety Equipment

Compliance

- yes A. Sweeper to meet all federal motor vehicle safety standards. All Sweeper lighting must be LED.
- yes B. Sweeper shall be equipped with a rear mounted LED strobe light with limb guard.
- yes C. A hopper safety prop to be provided.
- yes D. The chassis park brake shall be applied to allow all hopper movements and be manually disengaged when hopper is lowered and stowed.
- yes E. Sweeper shall be equipped with backup alarm, cab-mounted fire extinguisher, Slow Moving Vehicle emblem, and a warning triangle kit.
- yes F. Sweeper shall have rear LED taillights and an integral 3rd, center, high mounted LED stoplight.
- yes G. For safety of operator, no sweeper hydraulic lines to run into or through the cab.
- yes H. Permanent warning labels shall be provided at all hazard areas.
- yes I. Sweeper standby must be provided, allowing the operator to use one switch to engage/disengage all sweeping functions including: gutter brooms, main broom, and water functions while sweeping.
- yes J. Sweeper shall be equipped with a dual camera system with an LCD cab mounted monitor. One camera shall be mounted to view the right gutter



HATTIESBURG MISSISSIPPI

MECHANICAL STREET SWEEPER SPECIFICATIONS

yes

broom looking forward down the cub line. The second camera shall be rear mounted and provide viewing of the rear of the sweeper.

Additional Equipment Required

(To be included in bid and be part of the basic quote)

Compliance

yes

- A. 12" diameter parabolic mirrors must be provided and must be tripod mounted on chassis front fenders.

yes

- B. Sweeper to have a permanently attached lubrication plaque. Lube plaque to graphically outline the lube points on sweeper, type of lubrication and the frequency of lubrication.

yes/no

- Sweeper and chassis to be equipped with an auto-lubrication system to lubricate all sweeper and chassis components per various maintenance schedules.

chassis has auto lube. Sweeper does not as it does not have grease points.

Paint Color

Compliance

yes

- A. The sweeper shall be painted with 1 coat of sealer/primer and 2 coats of DuPont Imron 5000 polyurethane paint in the manufacturer's standard white color. Paint shall be lead free.

yes

- B. Gutter brooms and sweeper frame to be painted a polyurethane textured semi-gloss black for long life.

Sweeper Warranty

Compliance

yes

- A. Per manufacturer's stated warranty, sweeper shall be warranted to be free of defective materials and workmanship for a period of 12 months or 1,200 hours from date of delivery. No exceptions.

yes

- B. Auxiliary engine to have a 24 month 2000 hours unlimited warranty.

STREET SWEEPER SPECIFICATIONS

CHASSIS ENGINE

Compliance

- yes Engine shall be a Tier 4 turbo-charged electronic diesel engine. To be a minimum of 365 cubic inches.
- yes Horsepower rating shall be minimum of 200 HP @ 2600 RPM. Torque rating shall be 560 LB/FT @ 1400 RPM.
- yes Engine to have automatic shutdown with 30 second delay and warning light and buzzer for low engine oil pressure, high coolant temperature, low coolant level. Shutdown system to include automatic override.
- yes Air Cleaner to be a two stage, heavy-duty dual element dry-type air cleaner with restriction indicator.
- yes. Alternator shall be 100 Amp.
- yes Two maintenance free batteries shall be provided with 1100 total CCA.
- yes Chassis to be equipped with 1000 watt block leader.
- yes Engine cooling fan to be Borg-Warner Series 790 viscous screw type.
- yes Chassis engine to share 50-gallon fuel tank and batteries with auxiliary engine. No exceptions.
- yes Engine exhaust shall be horizontal on right hand side.
- yes Engine shall be equipped with a full flow oil filter.
- yes Chassis to include fuel/water separator mounted on engine and fuel filter in a single assembly.

TRANSMISSION

- yes Transmission shall be an electronic 5-speed automatic Allison 2500 RDS.
- yes Transmission to have oil filter mounted on transmission.
- yes Transmission to have transmission oil temperature gauge mounted in dash.

DUAL SIT-DOWN STEERING

STREET SWEEPER SPECIFICATIONS

- yes Chassis to have dual steering.
- yes No dual steering installed by the sweeper manufacturer. No exceptions.
- yes Dual steering to have accelerator and brake controls, self-canceling turn signal, horn, headlight dimmer switch with flash-to-pass feature, and four way flasher controls at each driving position.
- yes Both driving positions to have tilt steering wheel.
- yes Ignition switch to be relocated to the center of dash.
- yes Single or center mounted steering will not be accepted. Dual steering must not be installed by sweeper manufacturer.
- yes Turning radius to be a maximum of 19.0 feet.

FRONT AXLE & SUSPENSION

- yes Front axle to be I-beam type with a minimum capacity of 10,000 lbs. No exceptions.
- yes Front suspension to be a minimum 10,000 lb. capacity taper leaf spring.
- yes Front suspension to have shock absorbers.

REAR AXLE & SUSPENSION

- yes Rear axle to be Dana Spicer 23082T 2 speed with a minimum capacity of 23,000 lbs. No exceptions.
- yes Rear suspension to be a Chalmers CSI 1023 minimum 23,000 lb. capacity.
- yes Sweepers that require the operator to make adjustments in the cab to the suspension to allow the sweeper to sweep or travel at highway speeds will not be accepted. ~~Rear suspension~~
- yes Rear axle to be 2-speed having ratios of 6.17/8.40 ^{minimum 4.14/8.40:1}

BRAKE SYSTEM EQUIPMENT

STREET SWEEPER SPECIFICATIONS

- yes Brakes to be air brake system. No hydraulic brake system will be accepted.
- yes Bendix four channel anti-lock braking system to be provided.
- yes Front brakes to be 15" X 4". Rear brakes to be 16.5" X 7".
- yes MGM TR30/30 spring actuated parking brake chambers to be provided.
- yes Bendix heated AD-IP air dryer to be provided.
- yes Air compressor to be Bendix Tu-Flo 550 13.2 CFM.
- yes Front & rear brakes to have automatic slack adjusters.
- yes Front & rear brakes to have brake dust shields.
- yes All air reservoirs to have air tank twist-type drain valves.

FRAME & WHEELBASE

- yes Wheelbase to be 130". Cab to axle to be 63".
- yes Frame rails to be 10.250" X 3.092" X .375" high strength low alloy steel (80,000 PSI yield). Any chassis not meeting or exceeding these minimum standards will not be accepted.
- yes GVW to be minimum of 33,000 lb.

TIRES & WHEELS

- yes Tires to be 11R 22.5 and be 14 ply.
- yes Rear axle to have dual tires and wheels on each side of axle.
- yes ⁸⁻¹⁰Wheels to be ~~6~~-stud steel disc hub piloted 22.5 X 8.25. Chassis that have 22.5 X 7.50 wheels will not be accepted.
- yes Wheels to be interchangeable to allow emergency change at the job site.

CAB EXTERIOR

- yes Cab to conventional type with steel cab and fiberglass tilting front end.
- yes Door/ignition locks to be keyed alike.

Hattiesburg 2011 IH4300 Dura Star EPA10for M6TE

STREET SWEEPER SPECIFICATIONS

- yes Headlights to be halogen and to include daytime running lights feature.
- yes Chassis to have dual 16"x17" west coast mirrors mounted on doors.
- yes 8" diameter chrome parabolic mirrors to be mounted under west coast mirrors.
- yes 8" diameter chrome parabolic mirrors to be mounted on front fenders for viewing gutter brooms.
- yes All chassis windows to be tinted.
- yes Chassis to be equipped with Single Trumpet Grover Air Horn.
- yes Door windows to roll down. No sliding windows.
- yes Chrome towel bar-type exterior grab handles to be provided on each side of cab. No exceptions.
- yes Front grill to be chrome.

CAB INTERIOR

- yes Air conditioner to be provided with integral heater and defroster.
- yes Both seats to be high-back, National 2000-295 air-suspension seats. Seats to have air lumbar support.
- yes Seat cover material to be vinyl.
- yes Three point, lap and shoulder seat belts to be provided.
- yes Molded plastic arm rests to be provided on each door.
- yes Ashtray and cigar lighter to be provided.
- yes Dome light to be door activated.

INSTRUMENTS & CONTROLS

- yes Chassis gauges to include speedometer, tachometer, oil pressure, water temperature, air pressure for air brakes, voltmeter, fuel, and transmission temperature at both driving positions. Right side gauges to match factory gauge cluster on the left side.

STREET SWEEPER SPECIFICATIONS

yes

Odometer to display miles, trip miles, engine hours, and trip hours.

yes

Visual and audible warning system to be provided for low fuel, low oil pressure, high engine coolant temperature, low coolant level, and low battery voltage.

yes

Chassis to have electronic cruise control integral to steering wheel. Cruise control on left side driving position only.

yes

AM/FM/CD radio with weather band and clock to be provided. Speakers to be dual-cone.

yes

Two-speed windshield wiper control with wash and intermittent feature at both driving positions.

PAINT COLOR

yes

The chassis and wheels shall be painted white.

yes

Chassis frame to be painted ~~white~~.

CHASSIS WARRANTY

yes

Basic vehicle warranty to be 24 months/unlimited distance.

yes

Drive train components warranty to be 24 months/unlimited distance.

yes

Cab structure and sheet metal, cab corrosion, and frame rails & cross members warranty to be 60 months/unlimited distance.

DELIVERY

yes

The unit shall be delivered completely assembled, serviced, and ready to operate.

yes

Bidder to state delivery date.

yes

The bidder shall supply chassis operators manual. Service manual on CD ROM, and parts manual.



P.O. Box 37120
1891 Albert St. N.
Regina, SK. Canada S4S 7K3
Phone: 306-337-4440 Fax: 306-337-4441

WARRANTY CERTIFICATE

PYTHON MFG. INC. warrants each new machine manufactured to be free from defects in material and workmanship under normal use and service. The obligation under this warranty is limited to replacing F.O.B. its factory, Regina, Saskatchewan:

Any PART within **ONE YEAR** (12 months) or **ONE THOUSAND FIVE HUNDRED (1500) HOURS**, whichever occurs first, after making delivery of such machine to the original purchaser. This warranty is expressly in lieu of all other warranties expressed or implied and of all other obligations or liabilities on its part, and it neither assumes nor authorized any other person to assume for it any liability in connection with the sale, servicing or repair of any machine manufactured by it.

PYTHON MFG. INC. warranty shall not apply to any replacement components considered normal wear items (i.e. tires, filters, belts, oil, fuels, etc.) or to any machine which shall have been altered in any way so as, in the judgment of PYTHON MFG. INC., to affect its stability or reliability, nor which has been subject to misuse, negligence or accident.

Any defective parts under this warranty must be returned to PYTHON MFG. INC. for inspection and determination that the part was factory defective.

PYTHON MFG. INC. reserves the right to make changes in design or to make additions to or improvements on its products previously manufactured.

PYTHON MFG. INC.
Regina, Saskatchewan
Canada



GLOBAL ENVIRONMENTAL PRODUCTS
www.globalsweeper.com

Hattiesburg, MS Quotation

Prepared for: Kieth Brown – Truck Equipment Sales

Global S3000 sweeper built to the following specifications:
CHASSIS – 2013 Freightliner M2 to Spec

SPECIFICATIONS:

- ♦ Model S3000 mechanical sweeper.
- ♦ Sweeping width (Two gutter brooms) 120" (3050 mm)
- ♦ Hopper Capacity (Volumetric) 6.0 Yd³ (4.59 M³)
- ♦ Scissors Dumping capacity 14000 lbs (6350 kg)
- ♦ Auxiliary Engine Make John Deere
- ♦ Auxiliary Engine Model 4045DF270
- ♦ Displacement 276 cu. In. (4.5 liters)
- ♦ Horsepower @ 2500 rpm – Intermittent 80 hp (60 kw)
- ♦ Hydraulic Pumps Dual - Tandem Gear Pumps
- ♦ Hydraulic Pump Capacity 4 X 10 gpm @ 1800 rpm

Built to order unit includes following options:

Conveyor flush system with selector valve
Auxiliary engine shut down – Temperature & Oil Pressure
Rear tire fenders & mud flaps
PM-10 Approved Dust Suppression System
Access steps and handles
LED signal and tail lights
Extended dump height scissors lift – 138" to bottom of door
High back cloth air ride seats
Chain conveyor in place of belt conveyor
Rear tow hooks
Strobe lights – Halogen Amber Body Mount (2 – Front Body, 2 – Rear Body)
Extended dump height scissors lift – 138" to bottom of door
Hydraulic pressure gauge bank visible from cab
Right side and rear camera with 7" LCD monitor
Auxiliary engine coolant recovery tank
Auxiliary Engine Block Heater

5405 Industrial Parkway
SAN BERNARDINO, CA 92407
PH: 909-713-1600



GLOBAL ENVIRONMENTAL PRODUCTS
www.globalsweeper.com

Built to order unit includes following options, cont'd:

- Carbide Skid Shoes
- Gutter Broom Reversing Operation
- Water Purge System
- Increased Water System Capacity to 370 Gal.
- Conveyor Stall Indicator Light and Alarm
- Hydraulic Filter Restriction Indicator – In Cab
- Hydraulic Low Level Light & Alarm
- Hopper raised/dump alarm – 100 db
- Centralized lubrication system (sweeper body and chassis)
- Hopper full sensor (by weight)
- In-cab water level gauge
- Hopper lift brake lock
- Breakers to protect sweeper electrical circuits
- Main broom and gutter broom RPM – cab switch controlled
- Conveyor RPM – in-cab controlled
- Water system empty tank shut off
- High capacity dust suppression (3 pumps with left/right independent control)
- Battery disconnect switch
- Split battery system
- Gutter broom and main broom lights

Delivery – 120 Days

5405 Industrial Parkway
SAN BERNARDINO, CA 92407
PH: 909-713-1600



Gulf City Body & Trailer Works, Inc.

601 S. Conception Street • P.O. Box 144

Mobile, Alabama 36601

(251) 438-5521

FAX: 251-433-7910 1-800-388-7950

www.gulfcity.com

10

City of Hattiesburg, Mississippi
200 Forrest Street
Hattiesburg, Ms. 3903

Bid One (1) New Street Sweeper For Public Works On July 11th 2012 @ 10:00

Furnish New 2013 International IH4300 With Wayne Gladiator Street Sweeper.

We have a demo unit that is available for demo if desired. Please feel free to submit any questions regarding exceptions on the Wayne Gladiator Street Sweeper or chassis.

Delivery: 120-150 days

Total Cost: \$217,433.00

8-16 hours of operator and maintenance training.

Regards

**Keith Henderson
Gulf City Body & Trailer
Mobile, Alabama
(251)438-5521 office
(251)421-1139 cell**

FILED

JUL 12 2012

EDDIE R. MYERS, JR. CLERK
By CLERK

STREET SWEEPER SPECIFICATIONS

CHASSIS ENGINE

Compliance

- YES Engine shall be a Tier 4 turbo-charged electronic diesel engine. To be a minimum of 365 cubic inches.
- YES Horsepower rating shall be minimum of 200 HP @ 2600 RPM. Torque rating shall be 560 LB/FT @ 1400 RPM.
- YES Engine to have automatic shutdown with 30 second delay and warning light and buzzer for low engine oil pressure, high coolant temperature, low coolant level. Shutdown system to include automatic override.
- YES Air Cleaner to be a two stage, heavy-duty dual element dry-type air cleaner with restriction indicator.
- YES Alternator shall be 100 Amp.
- YES Two maintenance free batteries shall be provided with 1100 total CCA.
- YES Chassis to be equipped with 1000 watt block leader.
- YES Engine cooling fan to be Borg-Warner Series 790 viscous screw type.
- YES Chassis engine to share 50-gallon fuel tank and batteries with auxiliary engine. No exceptions.
- YES Engine exhaust shall be horizontal on right hand side.
- YES Engine shall be equipped with a full flow oil filter.
- YES Chassis to include fuel/water separator mounted on engine and fuel filter in a single assembly.

TRANSMISSION

- YES Transmission shall be an electronic 5-speed automatic Allison 2500 RDS.
- YES Transmission to have oil filter mounted on transmission.
- YES Transmission to have transmission oil temperature gauge mounted in dash.

DUAL SIT-DOWN STEERING

STREET SWEEPER SPECIFICATIONS

- YES Chassis to have dual steering.
- YES No dual steering installed by the sweeper manufacturer. No exceptions.
- YES Dual steering to have accelerator and brake controls, self-canceling turn signal, horn, headlight dimmer switch with flash-to-pass feature, and four way flasher controls at each driving position.
- YES Both driving positions to have tilt steering wheel.
- YES Ignition switch to be relocated to the center of dash.
- YES Single or center mounted steering will not be accepted. Dual steering must not be installed by sweeper manufacturer.
- YES Turning radius to be a maximum of 19.0 feet.

FRONT AXLE & SUSPENSION

- YES Front axle to be I-beam type with a minimum capacity of 10,000 lbs. No exceptions.
- YES Front suspension to be a minimum 10,000 lb. capacity taper leaf spring.
- YES Front suspension to have shock absorbers.

REAR AXLE & SUSPENSION

- YES Rear axle to be Dana Spicer 23082T 2 speed with a minimum capacity of 23,000 lbs. No exceptions.
- YES Rear suspension to be a Chalmers CSI 1023 minimum 23,000 lb. capacity.
- YES Sweepers that require the operator to make adjustments in the cab to the suspension to allow the sweeper to sweep or travel at highway speeds will not be accepted. ~~Minimum suspension~~
- YES Rear axle to be 2-speed having ratios of 6.17/8.40 *min/max 6.14 / 8.40:1*

BRAKE SYSTEM EQUIPMENT

STREET SWEEPER SPECIFICATIONS

- YES Brakes to be air brake system. No hydraulic brake system will be accepted.
- YES Bendix four channel anti-lock braking system to be provided.
- YES Front brakes to be 15" X 4". Rear brakes to be 16.5" X 7".
- YES MGM TR30/30 spring actuated parking brake chambers to be provided.
- YES Bendix heated AD-IP air dryer to be provided.
- YES Air compressor to be Bendix Tu-Flo 550 13.2 CFM.
- YES Front & rear brakes to have automatic slack adjusters.
- YES Front & rear brakes to have brake dust shields.
- YES All air reservoirs to have air tank twist-type drain valves.

FRAME & WHEELBASE

- NO Wheelbase to be 130". Cab to axle to be 63". 138" WB-70.9" per
- YES Frame rails to be 10.250" X 3.092" X .375" high strength low alloy steel (80,000 PSI yield). Any chassis not meeting or exceeding these minimum standards will not be accepted.
- YES GVW to be minimum of 33,000 lb.

BODY REQUIREMENT

TIRES & WHEELS

- YES Tires to be 11R 22.5 and be 14 ply.
- YES Rear axle to have dual tires and wheels on each side of axle.
- YES Wheels to be ⁸⁻¹⁰ 8-10 stud steel disc hub piloted 22.5 X 8.25. Chassis that have 22.5 X 7.50 wheels will not be accepted.
- YES Wheels to be interchangeable to allow emergency change at the job site.

CAB EXTERIOR

- YES Cab to conventional type with steel cab and fiberglass tilting front end.
- YES Door/ignition locks to be keyed alike.

STREET SWEEPER SPECIFICATIONS

- YES Headlights to be halogen and to include daytime running lights feature.
- YES Chassis to have dual 16"x17" west coast mirrors mounted on doors.
- YES 8" diameter chrome parabolic mirrors to be mounted under west coast mirrors.
- YES 8" diameter chrome parabolic mirrors to be mounted on front fenders for viewing gutter brooms.
- YES All chassis windows to be tinted.
- YES Chassis to be equipped with Single Trumpet Grover Air Horn.
- YES Door windows to roll down. No sliding windows.
- YES Chrome towel bar-type exterior grab handles to be provided on each side of cab. No exceptions.
- YES Front grill to be chrome.

CAB INTERIOR

- YES Air conditioner to be provided with integral heater and defroster.
- YES Both seats to be high-back, National 2000-295 air-suspension seats. Seats to have air lumbar support.
- YES Seat cover material to be vinyl.
- YES Three point, lap and shoulder seat belts to be provided.
- YES Molded plastic arm rests to be provided on each door.
- YES Ashtray and cigar lighter to be provided.
- YES Dome light to be door activated.

INSTRUMENTS & CONTROLS

- YES Chassis gauges to include speedometer, tachometer, oil pressure, water temperature, air pressure for air brakes, voltmeter, fuel, and transmission temperature at both driving positions. Right side gauges to match factory gauge cluster on the left side.

STREET SWEEPER SPECIFICATIONS

- YES Odometer to display miles, trip miles, engine hours, and trip hours.
- YES Visual and audible warning system to be provided for low fuel, low oil pressure, high engine coolant temperature, low coolant level, and low battery voltage.
- YES Chassis to have electronic cruise control integral to steering wheel. Cruise control on left side driving position only.
- YES AM/FM/CD radio with weather band and clock to be provided. Speakers to be dual-cone.
- YES Two-speed windshield wiper control with wash and intermittent feature at both driving positions.

PAINT COLOR

- YES The chassis and wheels shall be painted white.
- YES Chassis frame to be painted ~~gray~~.

CHASSIS WARRANTY

- YES Basic vehicle warranty to be 24 months/unlimited distance.
- YES Drive train components warranty to be 24 months/unlimited distance.
- YES Cab structure and sheet metal, cab corrosion, and frame rails & cross members warranty to be 60 months/unlimited distance.

DELIVERY

- YES The unit shall be delivered completely assembled, serviced, and ready to operate.
- YES Bidder to state delivery date.
- YES The bidder shall supply chassis operators manual. Service manual on CD ROM, and parts manual.



HATTIESBURG MISSISSIPPI

MECHANICAL STREET SWEEPER SPECIFICATIONS

Sweeper Engine

Compliance

- yes A. A Tier III EPA 07 auxiliary diesel turbo charged engine to be provided to power the sweeper. The engine shall be a four-cylinder Deutz model BFL2011 with a horsepower rating of not less than 79 hp at 2800 RPM and a peak torque rating of not less than 169.5 ft/lb at 1600 RPM. Minimum displacement shall not be less than 166.7 cubic inches.
- yes B. Engine to have an integrated cooling system. Cooling and lubrication to be with oil.
- yes C. For ease of maintenance, all services to be done on one engine side. Remote oil drain plug to be provided.
- yes D. Engine shall equipped with a full flow spin-on oil filter and fuel filter.
- E. Unit shall have a heavy-duty two-stage dry type Donaldson air cleaner.
- yes F. Engine to be equipped with engine shutdown system that shuts down engine or low oil pressure and high oil temperature.
- yes G. Engine to be equipped with a 12-volt ignition system, electric starter and a 60-amp alternator.
- yes H. Sweeper engine and chassis engine shall not share chassis batteries.
- yes I. Sweeper auxiliary engine to share 56-gallon fuel tank with chassis engine.
- yes J. Auxiliary engine shall be protected from the elements by a fully enclosed compartment to include top and sides. Compartment shall also be designed to reduce auxiliary engine noise.

Hydraulic System

Compliance

- yes A. Hydraulic oil reservoir capacity shall be a minimum of 35 gallons and to be equipped with a tank mounted combination temperature and sight level gauge.
- yes B. The hydraulic cooler shall have a BTU rating of 120,000 at an ambient temperature of 100 degrees Fahrenheit. The cooler must have dual fans.



HATTIESBURG MISSISSIPPI

MECHANICAL STREET SWEEPER SPECIFICATIONS

The cooler must measure 24" by 24" and be mounted at the upper rear corner of compartment to minimize dust and dirt in the radiator.

- yes C. The entire oil supply shall pass through an oil cooler and a 10 micron return filter.
- yes D. The hydraulic oil reservoirs pump supply port shall be routed through a 100 mesh suction strainer.
- yes E. The hydraulic pump shall be a variable displacement piston-type with load sensing capabilities to provide power on demand to all sweeping functions including gutter brooms, elevator and the main broom. In addition, the pump shall supply power for hopper raise/lower and dump, gutter broom, elevator, and main broom raise/lower.
- yes F. All hydraulic directional control valves shall have a manual override. There shall be a valve bank on the left side and right side. The left side shall be for all rotation functions. The right side shall be for all lifting functions. All valves shall include LED diinn connectors for trouble shooting.
- yes G. All hydraulic connections shall be SAE O-ring or 37 degree flare type. No pipefitting type connections allowed except on the hydraulic reservoir suction strainer, tank plugs, and flanges.
- yes H. The sweeper hydraulic circuit shall be equipped with quick disconnect pressure check ports.

Dirt Conveyor

Compliance

- yes A. The elevator shall be a minimum of 58" wide at broom opening and entry into hopper.
- No B. Elevator to be hydraulically driven by a chain and sprocket system.
- yes C. Conveyor shall have replaceable rubber wiper squeegee flight system capable of conveying all types of materials into the sweeper hopper. System shall have a minimum of 13 flights.
- yes D. Elevator to have a built-in cascading elevator flushing system-powered by hydrant water. Sweeper to be permanently plumbed for this operation. Water hose needed to connect to hydrant shall be provided



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MECHANICAL STREET SWEEPER SPECIFICATIONS

and have a stage compartment behind right rear wheel. Systems, because of design, that require a separate lower roller on board cleaning system will not be accepted.

- yes E. Elevator must be capable of reverse operations to clear elevator jams and to clean elevator. This shall be controlled in-cab.
- yes F. Upper and lower elevator shaft to be a minimum 2" diameter. No exceptions.
- yes G. An in-cab alarm and light shall be provided to alert the operator if the conveyor should jam.
- yes H. Elevator must be equipped with in cab variable speed controls, allowing it to rotate at a speed independent of any other function.

Hopper

Compliance

- yes A. The hopper shall have a volumetric capacity of not less than five (5) cubic yards with a minimum useable capacity of 3.5 cubic yards.
- yes B. Dumping shall be to the right side of the sweeper.
- no C. The hopper shall be a variable high dump capable of being raised for a dump height of between 16" to 136" measured from the ground to the bottom edge of a 48" hopper door in the dump position. Lifting hopper shall be by use of scissors lift mechanism.
- yes D. The hopper door shall be 48" long as measured in the dump position.
- no E. The scissors mechanism shall be capable of lifting 14,000 pounds or 7 tons while maintaining a 3:1 design factor on all critical components. Scissors shall be constructed of 3" x 6" rectangular tubing. Scissors shall also incorporate self-lubricating slides in the frame channels. Rollers are not acceptable due to flat spotting and structural integrity.
- yes F. Hopper to be made of 10 gauge welded steel construction. Hopper floor to be made from 7 gauge steel.
- yes G. The hopper raise cylinders shall be equipped with integral load controls complete with thermal relief to control cylinder movement.



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MECHANICAL STREET SWEEPER SPECIFICATIONS

- yes H. Operator shall be capable of controlling and viewing dump process from inside the cab.
- yes I. Hopper to have Plexiglas inspection window in front of the hopper for easy viewing. Hopper shall also have a window to allow light into the hopper for easier viewing of debris inside.
- yes J. The hopper dump angle to be minimum of 52 degrees.
- yes K. The chassis park brake shall be automatically applied to allow hopper movements and must be manually disengaged when hopper is lowered and stowed.
- yes L. Hopper safety prop shall be provided and shall have a storage location under the scissors lift.
- yes M. An in-cab alarm and light shall be provided to alert the operator when the hopper is not seated on the chassis frame.
- yes N. Hopper shall be equipped with a an in-cab hopper full indicator and alarm
- yes O. Hopper must include a hydraulically driven Load Leveler to eliminate load shifting by applying the chassis brakes.

Main Pickup Broom

Compliance

Hydraulic
motor

- yes A. Main pickup broom shall be hydraulically driven through a chain and sprocket system.
- yes B. The broom core shall be not be less than 36" in diameter and not less than 58" in length and shall be of polyester material.
- yes C. Main broom shall have in-cab control for pneumatic suspension for instant adjustment of broom down pressure. Pneumatic broom cylinders shall be a maximum of 2 1/2" diameters to allow for instant adaptation to road conditions.
- yes D. Main broom shall be mounted on self-aligning friction bearings and shall utilize 1 1/2" diameter broom shaft.

60" width



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MECHANICAL STREET SWEEPER SPECIFICATIONS

- yes F. Broom shall be shielded by a plastic hinged broom hood that is designed to prevent material from being thrown into following traffic.
- yes G. The hinged broom hood will allow access to broom bristles from the top providing easy washout of the main broom assembly.
- yes H. Main broom to have two led work lights for night operations mounted on the rear of the sweeper.
- yes I. Main Main broom must be equipped with in cab variable speed controls, allowing broom to rotate at a speed independent of any other function.

Gutter Brooms

Compliance

- yes A. Dual gutter brooms shall be minimum of 49" diameter, 26" wire filled, forward facing digger type for removing debris from gutter area.
- yes B. Gutter brooms to be direct hydraulic drive.
- yes C. Each gutter broom shall be hydraulically retractable for a travel width of 8 feet.
- yes D. Gutter brooms shall have in-cab control for pneumatic suspension for instant adjustment of broom down pressure. Pneumatic cylinders shall be 4" in diameter.
- yes E. Dual gutter broom sweeping path to be a minimum of 10 feet.
- yes F. Each gutter broom shall additionally incorporate an hydraulic actuated tilt capability of 27 degrees, remotely controlled from the operators seat to allow instant adjustment for debris removal from deep gutters (such as those resulting from multiple overlays of blacktop).
- yes G. A center deflector shall be provided to direct debris thrown by the gutter brooms into the path of the main broom. The deflector shall be positioned under the sweeper and in between the gutter brooms. Deflector to raise and lower with the main broom and elevator.



HATTIESBURG MISSISSIPPI

MECHANICAL STREET SWEEPER SPECIFICATIONS

- held out with hydraulic cyl. no
- yes
- yes
- yes
- yes
- H. Dual gutter brooms shall have the ability of being pinned in the outer most position.
 - I. Gutter brooms shall be hydraulically raised and lowered from the cab.
 - K. Each gutter broom shall be equipped with led work lights for night operations.
 - L. Gutter brooms to have separate switches for raise/lower and rotation functions.
 - M. Gutter brooms must be equipped with in cab variable speed controls, allowing brooms to rotate at a speed independent of any other function.

Dust Control System

Compliance

- Bronze /Hydraulic Pump - No ferrous Parts no
- 340 gallon Tanks yes
- (4) nozzles yes
- (8) nozzles yes
- A. Water spray to be supplied by an electric diaphragm water pump. The water pump to produce a minimum of 100 PSI, with a minimum 5.88 gpm. The water pump to automatically disengage when the water supply is depleted.
 - C. Water tank capacity shall not be less than 200 gallons on a conventional chassis. Water tank shall be constructed of polyethylene for strength and corrosion resistance.
 - D. A minimum 25-foot long fire hydrant fill hose shall be provided with a 2.5" NST coupling to fill water tank. A 2" air gap shall be provided between water fill tube and water tank. Hydrant hose shall include a hydrant wrench and hose storage rack located behind right rear tire.
 - E. Water system to be filtered by an 100-micron cleanable filter located between tank and water pump. For ease of cleaning, water filter to be at ground level.
 - F. 3 each spray nozzles to be located each gutter broom.
 - G. A spray bar shall be located at the main broom. Spray bar shall have 5 nozzles.
 - H. A spray bar shall be located at the front bumper. Spray bar shall have 7 nozzles.



HATTIESBURG MISSISSIPPI

MECHANICAL STREET SWEEPER SPECIFICATIONS

- yes I. Each water function shall have its own independent on/off cab controlled solenoid valve.
- yes J. An in-cab water level gauge shall warn operator when water supply is near depletion.
- yes K. The water system shall incorporate an air purge system for flushing water lines during freezing conditions.
- yes L. Water flow from the reservoir is controlled by a shut-off valve with an accessible water strainer. The reservoir is equipped with removable man hole covers for tank clean out.
- yes M. A low water level alarm and indicator shall be provided to alert the operator of the depletion of the dust suppression system tank.

Operating Controls

Compliance

- yes A. Sweeper shall be equipped with dual steering and controls for left or right hand operations. Center mounted steering or single steering is not acceptable.
- yes B. Console to have independent switches for operating left gutter, left gutter broom tilt, left gutter broom rotation, right gutter broom, right gutter broom tilt, right gutter broom rotation, main broom, elevator, forward/reverse rotation, and raise/lower. All switches to be lighted and have international symbols for easy identification.
- yes C. Console to have water pump on/off switch. Independent water control switches for left gutter broom, right gutter broom, main broom spray bar, and front spray bar. All switches to be lighted and have international symbols for easy identification.
- yes D. Console to have independent switches for each gutter broom light, main broom lights, cab mounted strobe, and rear mounted strobe.
- yes E. Console to have warning light for low water level.
- yes F. Warning alarm and light shall be provided for elevator jam.
- yes G. All main electrical systems to be separately fused at control console by resettable circuit breakers.



HATTIESBURG MISSISSIPPI

MECHANICAL STREET SWEEPER SPECIFICATIONS

Electrical System

Compliance

- yes A. All wires shall be number coded for ease of identification.
- yes B. Warning indicator shall be provided for hopper full, low hydraulic oil, and elevator jam. Warning indicators to be mounted on center console.

Safety Equipment

Compliance

- yes A. Sweeper to meet all federal motor vehicle safety standards. All Sweeper lighting must be LED.
- yes B. Sweeper shall be equipped with a rear mounted LED strobe light with limb guard.
- yes C. A hopper safety prop to be provided.
- yes D. The chassis park brake shall be applied to allow all hopper movements and be manually disengaged when hopper is lowered and stowed.
- yes E. Sweeper shall be equipped with backup alarm, cab-mounted fire extinguisher, Slow Moving Vehicle emblem, and a warning triangle kit.
- yes F. Sweeper shall have rear LED taillights and an integral 3rd, center, high mounted LED stoplight.
- yes G. For safety of operator, no sweeper hydraulic lines to run into or through the cab.
- yes H. Permanent warning labels shall be provided at all hazard areas.
- yes I. Sweeper standby must be provided, allowing the operator to use one switch to engage/disengage all sweeping functions including: gutter brooms, main broom, and water functions while sweeping.
- yes J. Sweeper shall be equipped with a dual camera system with an LCD cab mounted monitor. One camera shall be mounted to view the right gutter



HATTIESBURG MISSISSIPPI

MECHANICAL STREET SWEEPER SPECIFICATIONS

- yes broom looking forward down the cub line. The second camera shall be rear mounted and provide viewing of the rear of the sweeper.

Additional Equipment Required

(To be included in bid and be part of the basic quote)

Compliance

- yes A. 12" diameter parabolic mirrors must be provided and must be tripod mounted on chassis front fenders.
- yes B. Sweeper to have a permanently attached lubrication plaque. Lube plaque to graphically outline the lube points on sweeper, type of lubrication and the frequency of lubrication.
- yes C. Sweeper and chassis to be equipped with an auto-lubrication system to lubricate all sweeper and chassis components per various maintenance schedules.

Paint Color

Compliance

- yes A. The sweeper shall be painted with 1 coat of sealer/primer and 2 coats of DuPont Imron 5000 polyurethane paint in the manufacturer's standard white color. Paint shall be lead free.
- yes B. Gutter brooms and sweeper frame to be painted a polyurethane textured semi-gloss black for long life.

Sweeper Warranty

Compliance

- yes A. Per manufacturer's stated warranty, sweeper shall be warranted to be free of defective materials and workmanship for a period of 12 months or 1,200 hours from date of delivery. No exceptions.
- yes B. Auxiliary engine to have a 24 month 2000 hours unlimited warranty.



HATTIESBURG MISSISSIPPI

MECHANICAL STREET SWEEPER SPECIFICATIONS

Delivery

Compliance

- yes A. The unit shall be delivered completely assembled, serviced, and ready to operate. The bidder shall have a qualified service representative in attendance with the sweeper during start-up operations to make any adjustments needed and to give operator instruction on the proper operation of the sweeper.
- yes B. Bidder to state delivery date.
- yes C. The bidder shall supply a complete sweeper manual. Manual to include system/component descriptions, sweeper operation, maintenance, troubleshooting, illustrated parts listing



City of Hattiesburg, MS

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

Master

File Number: 2012-1045

File ID: 2012-1045

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 08/14/2012

Brief Title: Approve plans and specs for COMSWIP Sewer Phase III and authorize advertisement for bids.

Final Action:

Minute Book Number: MB 2012-1/292

Title:

Approve plans and specifications for COMSWIP Sewer Phase III; authorize the advertisement for bids for same.

Notes:

Sponsors:

Enactment Date:

Attachments: 1273S003_COMSWIP_PIII_Plans_2012-08-13_Signed[1], 1273S003_Specs[1], Advertisement, executed Advertisement

Enactment Number:

Contact:

Meeting Date: 08/21/2012

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/21/2012					

Text of Legislative File 2012-1045

Title

Approve plans and specifications for COMSWIP Sewer Phase III; authorize the advertisement for bids for same.

Summary

Approve plans and specifications for COMSWIP Sewer Phase III; authorize the advertisement for bids for same.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Hattiesburg American and Clarion Ledger
8/23/12 & 8/30/12

CONSTRUCTION PLANS

FOR

**COMPREHENSIVE SEWER
IMPROVEMENTS - PHASE III**

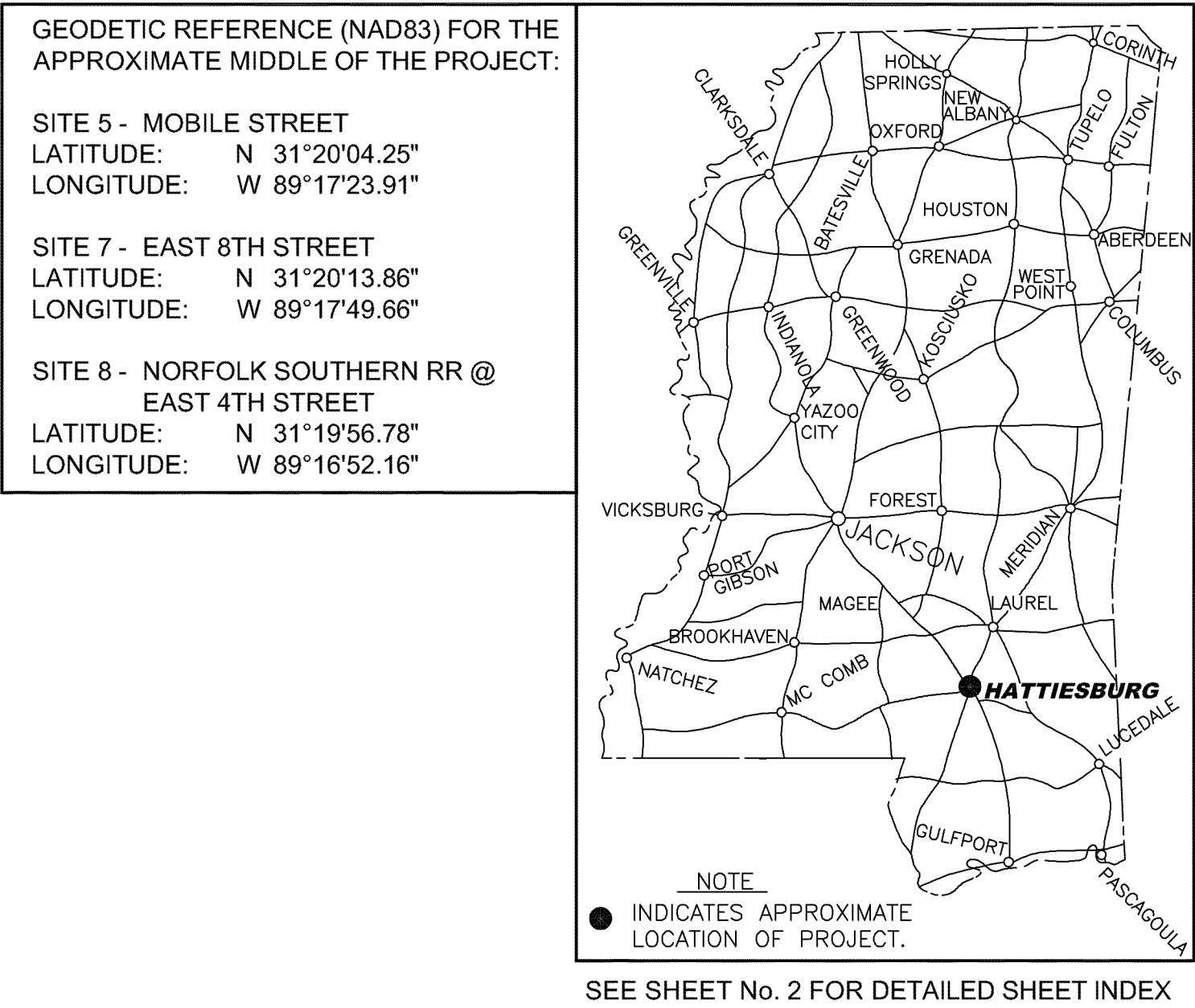
FOR THE

CITY OF HATTIESBURG

FORREST COUNTY

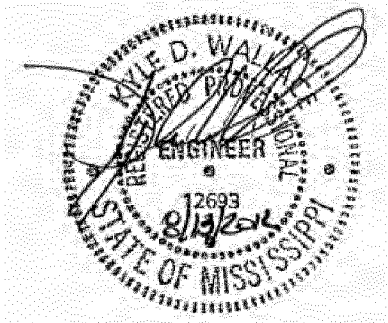
MISSISSIPPI

AUGUST 2012



MAYOR

Johnny DuFree, Ph. D.



COUNCIL PERSONS

Kim Bradley, President
Carter Carroll
Deborah Denard Delgado
Dave Ware
Henry E. Naylor

DIRECTOR OF ENGINEERING

Bert Kuyrkendall, P.E.

PREPARED BY:

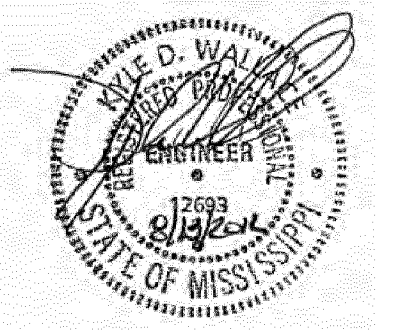
SD & W

SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS

P.O. BOX 1711
301 SECOND AVENUE
HATTIESBURG, MISSISSIPPI, 39403-1711
HTTP://WWW.SD-W.COM

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F: (601) 544 - 0501

<u>SHEET No.</u>	<u>DESCRIPTION</u>
1	COVER SHEET
2	VICINITY MAP AND DETAILED INDEX
3	GENERAL NOTES AND PUBLIC UTILITIES
4	SITE 5 - BOJIE STREET
5	SITE 5 - BOJIE STREET
6	SITE 5 - MOBILE STREET
7	SITE 5 - MOBILE STREET
8	SITE 5 - EAST 5TH STREET
9	SITE 5 - EAST 5TH STREET
10	SITE 5 - EAST 5TH STREET
11	SITE 5 - SHORT 5TH STREET
12	SITE 5 - EAST 6TH STREET
13	SITE 5 - EAST 6TH STREET
14	SITE 5 - EAST 6TH STREET
15	SITE 5 - SHORT EAST 6TH STREET
16	SITE 5 - BUSCHMAN ALLEY
17	SITE 7 - EAST 7TH STREET
18	SITE 7 - EAST 7TH STREET
19	SITE 7 - MONTEGUE STREET & EXTENSION
20	SITE 7 - EAST 8TH STREET
21	SITE 7 - MONTEGUE STREET
22	SITE 7 - LIVE OAK DRIVE
23	SITE 8 - NORFOLK SOUTHERN CROSSING @ EAST 4TH STREET
24	SEWER INSTALLATION DETAILS
25	MISCELLANEOUS DETAILS
26	TYPICAL TEMPORARY EROSION/SEDIMENT CONTROL APPLICATIONS
27	DETAILS OF SEDIMENT BARRIER APPLICATION
28	DETAILS OF SILT FENCE INSTALLATION
29	DITCH CHECK STRUCTURES, TYPICAL APPLICATION AND DETAILS
30	DETAILS OF EROSION CONTROL WATTLE DITCH CHECK
31	INLET PROTECTION TYPICAL APPLICATION AND DETAILS
32	INLET PROTECTION DETAILS OF WATTLE
345	DETAILS OF TYPICAL DITCH TREATMENTS
250	TRAFFIC CONTROL PLAN WITH FLAGGER (ONE LANE OF TWO-WAY TRAFFIC)
300	PIPE CULVERT INSTALLATION
301	CONCRETE PIPE COLLAR
325	DROP INLET AND GRATE DETAILS FOR PIPE AND BOX CULVERT



(IN FEET)
1 inch = 1000 ft.

[illegible]

GENERAL NOTES:

1. THE CONTRACTOR SHALL KEEP A SET OF BLUELINE PRINTS OF THE PROJECT ON THE JOB SITE SHOWING THE ACCURATE MEASUREMENTS AND ELEVATIONS OF THE "AS-BUILT" SYSTEM. THIS DATA WILL BE COLLECTED AND PUT ON THE DRAWINGS DAILY.

2. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL LOCAL, STATE, AND FEDERAL CODES.

3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CONSTRUCTION STAKING AND THE LOCATION OF THE PROJECT. CONTROL COORDINATE SYSTEM AND ELEVATION CONTROL ARE SHOWN ON THE PLAN SHEETS.

4. CONTRACTOR SHALL BEAR FULL RESPONSIBILITY FOR FINISHING THE CONSTRUCTION PLAN. THE CONTRACTOR SHALL FURNISH SEWER CUT SHEETS TO THE ENGINEER ONE WEEK PRIOR TO ANY CONSTRUCTION. PAYMENT FOR SEWER WILL BE BASED ENTIRELY ON THE ENGINEER APPROVED CUT SHEETS.

5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HIS OWN SUB-SURFACE SOIL INVESTIGATIONS.

6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION AND PROTECTION OF ALL UTILITIES WITHIN THE WORK AREA.

7. 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 BETWEEN CONTRACTOR, UTILITY OWNER AND ENGINEER.

8. PROPER MAINTENANCE OF STREETS, INCLUDING DUST CONTROL, SHALL BE STRICTLY ADHERED TO.

9. MAINTENANCE OF TRAFFIC SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (LATEST EDITION).

10. THE CONTRACTOR SHALL PROVIDE PROPER TRAFFIC CONTROL SIGNS AND FLAGGERS TO MAINTAIN ONE LANE TRAFFIC DURING CONSTRUCTION, WHERE LANE CLOSURES ARE NEEDED, UNLESS OTHERWISE DIRECTED BY THE ENGINEER. ANY ROAD CLOSURES SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL PRIOR TO IMPLEMENTATION. SUBMITTAL SHALL INCLUDE A DETAILED DETOUR PLAN.

11. ALL WORK ITEMS FOR WHICH NO PAY ITEMS ARE ESTABLISHED SHALL BE ABSORBED IN THE COST OF THE PIPE LAYING OPERATION.

12. ALL DISTURBED AREAS SHALL BE FERTILIZED AND SEEDED ACCORDING TO THE VEGETATION SCHEDULE IN THE PLANS.

13. 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)

14. NO PIPE SHALL BE LAID IN THE PRESENCE OF WATER. NO MANHOLE OR WET WELL SHALL BE SET IN THE PRESENCE OF WATER.

15. WELL POINTS, IF REQUIRED, SHALL BE INCLUDED IN THE COST OF THE PIPING LAYING OPERATION.

16. 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.

17. THE FINISHED ELEVATION OF ALL MANHOLE TOPS FOR MANHOLES TO BE CONSTRUCTED IN PAVED AREAS SHALL BE AT EXISTING PAVEMENT ELEVATION OR AS DIRECTED BY THE ENGINEER. ELEVATIONS SHALL BE TAKEN FROM CUT SHEETS FURNISHED BY THE CONTRACTOR FOR APPROVAL BY THE ENGINEER AT LEAST SEVEN (7) DAYS PRIOR TO CONSTRUCTION.

18. THE COST OF CLEARING AND GRUBBING/REMOVAL AND DISPOSAL OF CLEARING AND GRUBBING MATERIAL SHALL BE INCLUDED IN THE PRICE OF THE PIPE LAYING OPERATION, UNLESS OTHERWISE NOTED. OFFSITE DISPOSAL AREAS ARE TO BE FURNISHED BY THE CONTRACTOR.

19. ALL SEWER LINES CROSSING PAVED ROADS SHALL BE BORED WITH CASING, UNLESS OTHERWISE NOTED. ANY DAMAGE TO PAVED ROADS SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE. EXCEPTION: WHERE THE PROPOSED SEWER LINE IS LOCATED ALONG AND IN THE PAVED ROADWAY, THE CONTRACTOR SHALL OPEN CUT THE ROADWAY AND REPAIR AS DETAILED. PAY SHALL BE DETERMINED AS NOTED ON THE PLANS AND THE BID PROPOSAL.

20. ALL PAVED DRIVEWAYS SHALL BE OPEN CUT WITH NO CASING, UNLESS OTHERWISE NOTED, AND REPAIRED IN KIND. THE CONTRACTOR SHALL COORDINATE ALL DRIVEWAY CUTS AND EXCAVATION WITH THE OWNERS OF SAID DRIVEWAYS. CONTRACTOR SHALL PROVIDE ACCESS TO ALL BUSINESSES AND RESIDENCES AT ALL TIMES DURING CONSTRUCTION.

21. ALL CASINGS SHALL BE OF THE SIZE AND TYPE AS NOTED ON THESE PLANS. ALL CASINGS SHALL HAVE SPACERS INSTALLED TO SECURE THE SEWER PIPE CONTAINED WITHIN. ALL STEEL CASING SHALL BE 0.250 WALL THICKNESS EXCEPT ANY RAILROAD BORES (ABANDONED OR ACTIVE) SHALL BE 0.50 WALL THICKNESS. ALL BORES SHALL INCLUDE INJECTION MOLDED HIGH DENSITY VIRGIN POLYETHYLENE CASING SPACERS.

22. MANHOLES AND DUCTILE IRON PIPE SHALL HAVE 16 MIL. COAL TAR EPOXY COATING ON THE INSIDE, UNLESS OTHERWISE NOTED.

23. ALL PVC SEWER MAINS, SERVICE LINES AND FITTINGS SHALL BE SDR 26 AND OF THE SIZE AS NOTED IN THESE PLANS, UNLESS OTHERWISE NOTED. ALL FITTINGS SHALL BE ABSORBED EXCEPT SERVICE TEE'S AND CLEANOUTS. CLEANOUTS SHALL INCLUDE TEE, SERVICE CAP, TRAFFIC COVER IF NEEDED, AND ANY PIPE LENGTH TO BRING CLEANOUT TO SURFACE GRADE.

24. ALL DUCTILE IRON PIPE SHALL BE LOCKING JOINT TYPE AND OF THE SIZE AS NOTED ON THESE PLANS.

25. ALL FITTINGS REQUIRED FOR DUCTILE IRON OR PVC PIPE SHALL BE INCLUDED IN THE APPROPRIATE BID ITEM FOR THE PIPE AND AT NO ADDITIONAL COST TO THE PROJECT.

26. INFILTRATION/EXFILTRATION AND MANDREL TEST WILL BE REQUIRED ON ALL SEWER MAIN INSTALLED. CONTRACTOR SHALL BE REQUIRED TO PULL A MANDREL FOR TESTING PURPOSES IN ALL SEWER LINES INSTALLED ON THE PROJECT PRIOR TO FINAL ACCEPTANCE. MANDREL TEST SHALL BE PERFORMED IN LIVE OR BYPASS PUMPED SEWER AS NECESSARY AT THE DISCRETION OF THE CONTRACTOR

27. ALL MANHOLES SHALL BE 48" IN DIAMETER, WITH ECCENTRIC TOP CONE SECTIONS, UNLESS OTHERWISE NOTED. (SEE PLAN AND PROFILE SHEETS FOR PROPER SIZING)

28. ALL SINGLE DROPS FOR SEWER PIPE 8" AND UNDER IN DIAMETER SHALL BE PLACED INSIDE THE MANHOLE AS DETAILED. ALL MULTIPLE DROPS OR DROPS FOR SEWER PIPE OVER 8" IN DIAMETER SHALL BE PLACED OUTSIDE OF THE MANHOLE AS DETAILED, UNLESS OTHERWISE DIRECTED BY THE ENGINEER.

29. ALL SELECT FILL MATERIAL SHALL MEET THE SPECIFICATIONS FOR CLASS 9, GROUP C AND MODIFIED FOR TO CONSIST OF A PLASTICITY INDEX (PI) BETWEEN 5 AND 15. THE SELECT FILL MATERIAL SHALL BE INSTALLED AT THE DIRECTION OF THE ENGINEER OR HIS REPRESENTATIVE.

30. ALL TRENCHES IN PAVED AREAS SHALL BE REPAIR AS DETAILED. CRUSHED AGGREGATE SHALL ALSO BE INSTALLED AND USED FOR A TEMPORARY SURFACE UNTIL SUCH TIME THAT THE OWNER DECIDES TO ALLOW INSTALLATION OF PAVEMENT (SEE DETAIL). ALL CRUSHED AGGREGATE MAY BE LIMESTONE OR CONCRETE AND SHALL BE SIZE 825. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL OF EXISTING PAVEMENT PRIOR TO PLACEMENT OF PAVEMENT IN PATCHED AREAS TO MAKE A SMOOTH JOINT WITH THE EXISTING PAVEMENT. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING SURFACE IN AN ACCEPTABLE CONDITION UNTIL SUCH TIME AS FINAL PAVEMENT IS INSTALLED.

31. PRIOR TO THE BEGINNING OF ANY EXCAVATION, ALL EXISTING PAVEMENT SHALL BE SCORED OR SAW CUT TO A DEPTH SUCH THAT A STRAIGHT AND UNIFORM VERTICAL EDGE IS ESTABLISHED PRIOR TO REMOVAL OF SAID PAVEMENT FROM THE PROJECT. IF VERTICAL EDGE IS DISTURBED, THEN A SECOND CUT SHALL BE REQUIRED PRIOR TO ASPHALT OR CONCRETE PATCHING. ALL ASPHALT OR CONCRETE SHALL BE REMOVED FROM THE PROJECT SITE PRIOR TO EXCAVATION PROCEDURES.

32. THE CONTRACTOR SHALL BE 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.

33. 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.

34. THE TYPICAL TEMPORARY EROSION CONTROL MEASURES AND TYPICAL DITCH TREATMENTS REFERENCED IN THESE PLANS ARE A MINIMUM REQUIREMENT. 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 DAILY DURING CONSTRUCTION. TEMPORARY EROSION CONTROL MEASURES SHALL BE INSTALLED IN LOCATIONS AS DIRECTED BY THE ENGINEER. TEMPORARY EROSION CONTROL MEASURES SHALL BE MAINTAINED UNTIL PERMANENT GRASS IS ESTABLISHED OR THE DISTURBED SURFACED IS PAVED.

35. THE CONTRACTOR SHALL ADHERE TO ALL MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY REQUIREMENTS FOR SANITARY SEWER EROSION CONTROL AND ANY OTHER PERTINENT GUIDELINES.

36. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF EXISTING MANHOLES AND SEWER LINES, AS NOTED ON THE PLAN SHEETS. THE CONTRACTOR SHALL DISPOSE OF SAID MATERIAL AT AN APPROVED DISPOSAL SITE. REMOVAL AND DISPOSAL OF EXISTING MANHOLES SHALL BE PAID UNDER THE "REMOVAL OF MANHOLE" ITEM. REMOVAL AND DISPOSAL OF EXISTING SEWER PIPE SHALL BE ABSORBED UNDER THE PIPE LAYING OPERATION. (NO SEPARATE PAY)

37. THE CONTRACTOR SHALL BE RESPONSIBLE FOR BY-PASS PUMPING AS REQUIRED BY THE ENGINEER. (NO SEPARATE PAY)

38. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RECONNECTING ANY SERVICE LINES WHICH ARE CUT AND/OR REMOVED DURING THIS PROJECT. SERVICE CONNECTIONS SHALL INCLUDE, BUT ARE NOT LIMITED TO, SERVICE LINE, FITTINGS AND CLEAN-OUT. ALL SERVICE LINE REPLACEMENTS SHALL MATCH EXISTING SIZE. FLEXIBLE COUPLINGS SHALL BE USED ONLY WITH ENGINEER'S APPROVAL. CLEAN-OUTS SHALL BE PLACED AT THE RIGHT OF WAY LINE AS DETAILED, UNLESS OTHERWISE DIRECTED. SERVICE LINE CONNECTIONS SHALL BE LOCATED ADJACENT TO EXISTING SERVICE LINES. THE CONTRACTOR SHALL INCLUDE THE NECESSARY CONNECTIONS BETWEEN THE EXISTING SERVICE CONNECTION AND THE NEW SERVICE LINE INCLUDING REDUCERS, WHERE REQUIRED, AT NO ADDITIONAL COST TO THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATION OF EXISTING SEWER SERVICE LINES. NEW SERVICE CONNECTIONS SHALL BE PAID AS NOTED ON THE BID PROPOSAL.

39. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MATERIAL TESTING BY AN INDEPENDENT LABORATORY APPROVED BY THE ENGINEER AND/OR OWNER.

40. MATERIAL SUBMITTALS SHALL BE MADE TO OWNER THROUGH THE ENGINEER PRIOR TO USE FOR APPROVAL.

41. ALL ITEMS (INCLUDING REMOVAL OF OBSTRUCTIONS, REMOVED AND RESET AND/OR REPLACEMENT OF STORM DRAIN STRUCTURES, ETC.) FOR WHICH NOT PAY ITEM IS LISTED, SHALL BE INCLUDED IN THE COST OF THE PIPING LAYING OPERATION. (NO SEPARATE PAY)

42. THE CONTRACTOR SHALL NOTE SEVERE MINIMUM GRADES FOR VARIOUS LOCATIONS OF PROPOSED SEWER LINES WITHIN THE PROJECT. THE CONTRACTOR SHALL HAVE THE EXPERTISE TO INSTALL PIPING ON THESE GRADES. ANY INSTALLED PIPE FOUND TO HAVE MORE THAN ¼" OF STANDING WATER SHALL BE REMOVED AND RE-LAID AT THE CONTRACTOR'S EXPENSE.

43. ALL BEDDING MATERIAL SHALL BE ABSORBED IN THE PRICE OF THE PIPE LAYING OPERATION.

44. ALL CLEANOUTS LOCATED IN PAVED AREAS SHALL BE INSTALLED WITH A TRAFFIC LOAD RATED FRAME AND COVER SET FLUSHED WITH PAVEMENT. (NO SEPARATE PAY)

43. THE CONTRACTOR SHALL HAVE A COMPETENT AND EXPERIENCED SUPERINTENDENT ON THE PROJECT 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.

PHASES OF CONSTRUCTION

THE CONTRACTOR SHALL CONSTRUCT AND COMPLETE EACH SITE IN ORDER OF OWNER PREFERENCE BASED ON PRIORITY AS FOLLOWS OR AS DETERMINED BY THE OWNER:

1. SITE 5

2. SITE 7

3. SITE 8

PUBLIC UTILITIES

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

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

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

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

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

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

LEGEND:

- A/C

CONC

CMP

CPP

DR

DBL

DS

EXIST

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W/

— AIR CONDITIONER (EXIST)

— CONCRETE

— CORRUGATED METAL PIPE

— CORRUGATED PLASTIC PIPE

— DIMENSIONAL RATIO

— DOUBLE

— DOWN STREAM

— EXISTING

— FEET

— FENCE LINE (EXIST)

— FINISHED FLOOR ELEVATION

— FIRE HYDRANT (EXIST)

— FLOW LINE

— GALVANIZED

— GAS LINE (EXIST)

— GAS VALVE (EXIST)

— GROUND

— GROUND LIGHT (EXIST.)

— GUARD POST (EXIST)

— GUY WIRE (EXIST)

— HIGH DENSITY POLYETHYLENE PIPE

— INVERT

— LEFT

— LINEAR FEET

— MANHOLE

— POLYVINYL CHLORIDE PIPE

— POWER LINE (OVERHEAD) (EXIST)

— PROPERTY LINE

— PULL BOX (EXIST)

— REINFORCED CONCRETE ARCH PIPE

— REINFORCED CONCRETE PIPE

— REQUIRED

— RIGHT

— RIGHT OF WAY

— SANITARY SEWER CLEAN-OUT (EXIST)

— SIGNAL POLE (EXIST)

— SQUARE YARD(S)

— STANDARD DIMENSION RATIO

— STATION

— STREET LIGHT ON POLE (EXIST)

— TELEPHONE LINE (UNDERGROUND)(EXIST)

— TELEPHONE MANHOLE (EXIST)

— TELEPHONE PEDESTAL (EXIST)

— TRAFFIC SIGNAL

— TYPICAL

— UP STREAM

— UTILITY POLE (EXIST)

— WATER LINE (EXIST)

— WATER METER (EXIST)

— WATER VALVE (EXIST)

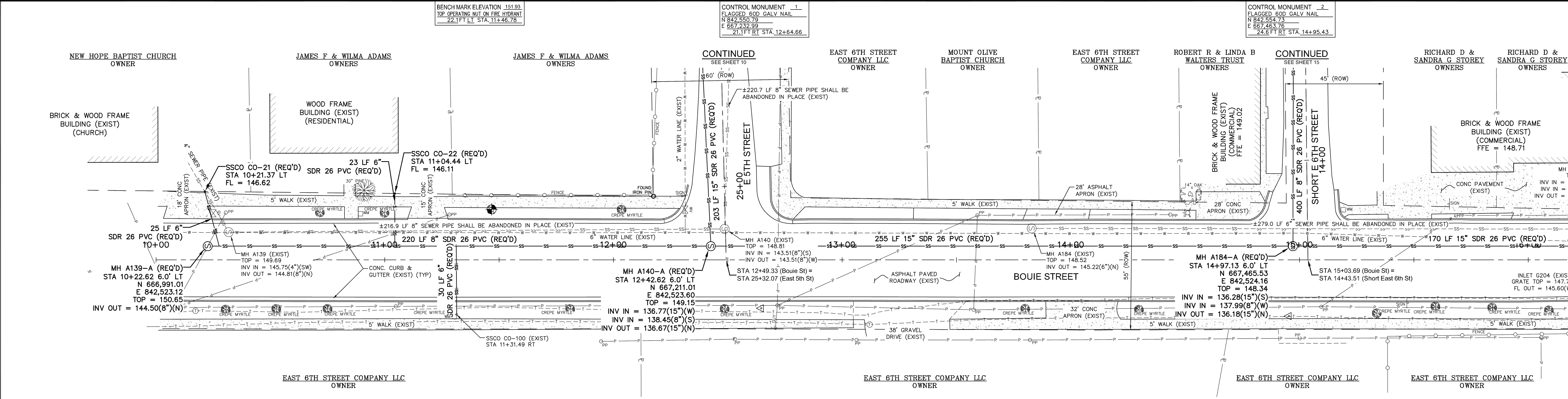
— WITH

SPECIAL UTILITY NOTE:

UTILITY LOCATION REQUESTS WERE SUBMITTED TO MISSISSIPPI 811 (FORMALLY MISSISSIPPI ONE CALL) DURING FIELD DATA COLLECTION PHASE OF THE DESIGN FOR THIS PROJECT. THOSE REQUESTS WERE NOT FULFILLED BY THE NOTED UTILITY COMPANIES. ALL CONFLICTS WITH EXISTING UTILITIES ENCOUNTERED DURING CONSTRUCTION SHALL BE COORDINATED WITH THE UTILITY OWNER, THE ENGINEER AND THE PROJECT OWNER PRIOR TO THE INSTALLATION OF THE PROPOSED SEWER STRUCTURES AND PIPE. (NO SEPARATE PAY FOR COORDINATION)

NO.	DATE	DESCRIPTION	BY
GENERAL NOTES & PUBLIC UTILITIES			
COMPREHENSIVE SEWER IMPROVEMENTS – PHASE III			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
SD &W SHOWS, DEARMAN & WAITS, INC. CONSULTING ENGINEERS P.O. BOX 1711 HATTIESBURG, MISSISSIPPI 39403-1711 301 SECOND AVENUE HATTIESBURG, MISSISSIPPI 39401 HTTP://WWW.SDW.COM P: (601) 544 - 1821 F: (601) 544 - 0591			
Drawn by: RES		Checked by: KDW	
Date: 08-06-2012		Scale: NONE	
Drawing No.: 1273-S003		Sheet No. ____03__	

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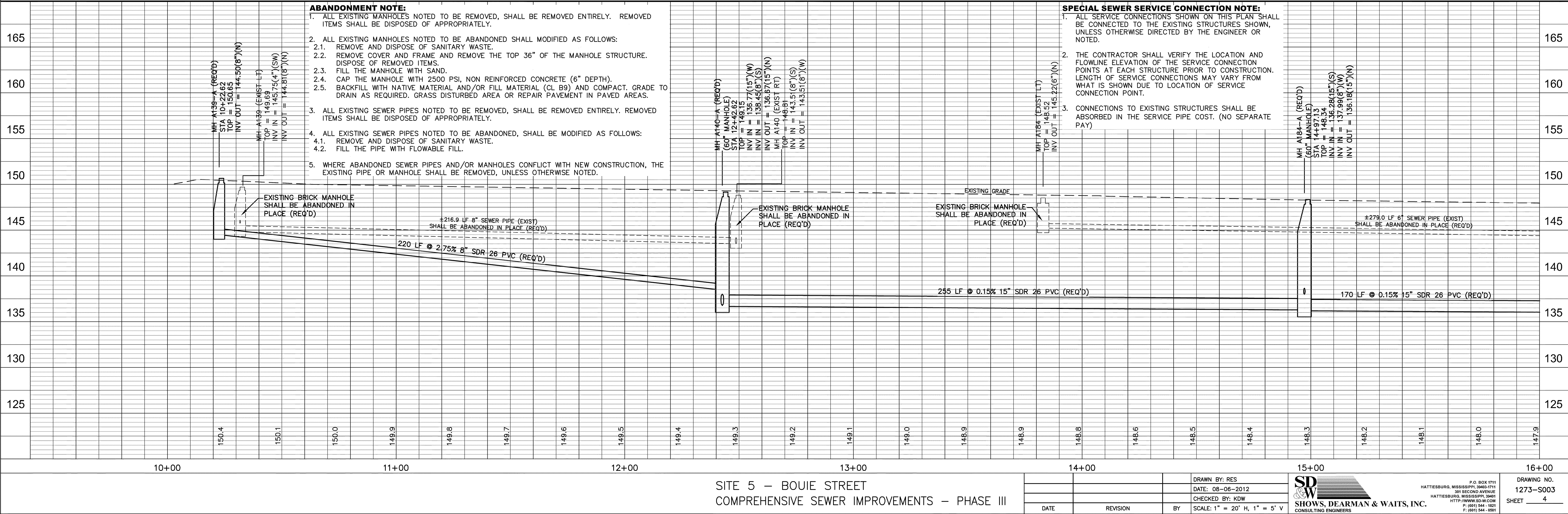


SEWER SERVICE CONNECTION NOTE:
THE MINIMUM GRADE FOR SEWER SERVICE CONNECTIONS SHALL BE 0.50% SEWER SERVICE LINE SHALL BE PAID PER LINEAR FOOT. CLEAN OUTS AND SERVICE TEE'S SHALL BE PAID PER EACH. CLEANOUTS SHALL BE PROVIDED AT THE RIGHT OF WAY LINE AS DETAILED, UNLESS OTHERWISE NOTED.

SITE 5

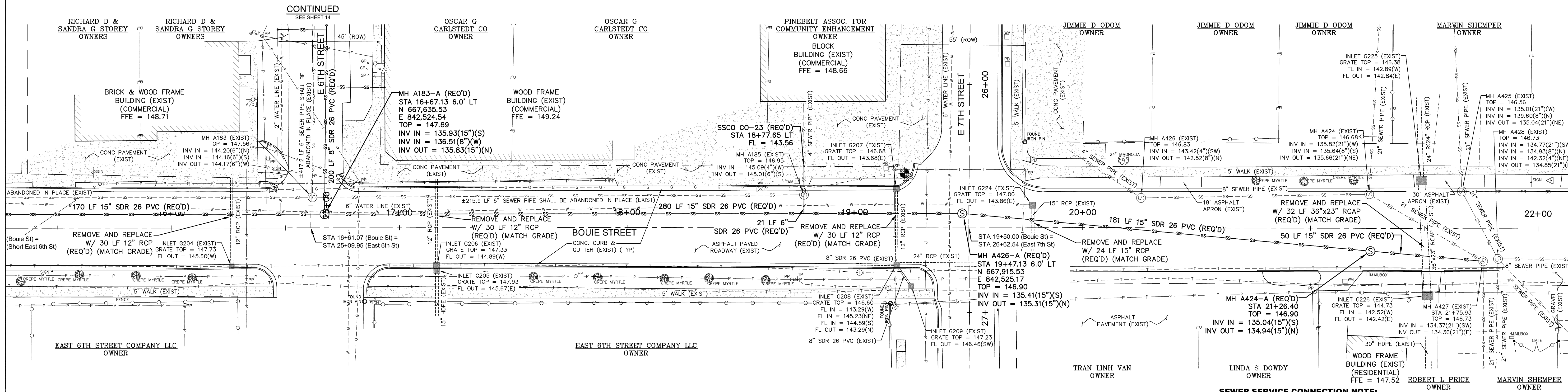
- ABANDONMENT NOTE:**
- ALL EXISTING MANHOLES NOTED TO BE REMOVED, SHALL BE REMOVED ENTIRELY. REMOVED ITEMS SHALL BE DISPOSED OF APPROPRIATELY.
 - ALL EXISTING MANHOLES NOTED TO BE ABANDONED SHALL MODIFIED AS FOLLOWS:
 - REMOVE AND DISPOSE OF SANITARY WASTE.
 - REMOVE COVER AND FRAME AND REMOVE THE TOP 36" OF THE MANHOLE STRUCTURE. DISPOSE OF REMOVED ITEMS.
 - FILL THE MANHOLE WITH SAND.
 - CAP THE MANHOLE WITH 2500 PSI, NON REINFORCED CONCRETE (6" DEPTH).
 - BACKFILL WITH NATIVE MATERIAL AND/OR FILL MATERIAL (CL B9) AND COMPACT. GRADE TO DRAIN AS REQUIRED. GRASS DISTURBED AREA OR REPAIR PAVEMENT IN PAVED AREAS.
 - ALL EXISTING SEWER PIPES NOTED TO BE REMOVED, SHALL BE REMOVED ENTIRELY. REMOVED ITEMS SHALL BE DISPOSED OF APPROPRIATELY.
 - ALL EXISTING SEWER PIPES NOTED TO BE ABANDONED, SHALL BE MODIFIED AS FOLLOWS:
 - REMOVE AND DISPOSE OF SANITARY WASTE.
 - FILL THE PIPE WITH FLOWABLE FILL.
 - WHERE ABANDONED SEWER PIPES AND/OR MANHOLES CONFLICT WITH NEW CONSTRUCTION, THE EXISTING PIPE OR MANHOLE SHALL BE REMOVED, UNLESS OTHERWISE NOTED.

- SPECIAL SEWER SERVICE CONNECTION NOTE:**
- ALL SERVICE CONNECTIONS SHOWN ON THIS PLAN SHALL BE CONNECTED TO THE EXISTING STRUCTURES SHOWN, UNLESS OTHERWISE DIRECTED BY THE ENGINEER OR NOTED.
 - THE CONTRACTOR SHALL VERIFY THE LOCATION AND FLOWLINE ELEVATION OF THE SERVICE CONNECTION POINTS AT EACH STRUCTURE PRIOR TO CONSTRUCTION. LENGTH OF SERVICE CONNECTIONS MAY VARY FROM WHAT IS SHOWN DUE TO LOCATION OF SERVICE CONNECTION POINT.
 - CONNECTIONS TO EXISTING STRUCTURES SHALL BE ABSORBED IN THE SERVICE PIPE COST. (NO SEPARATE PAY)



BENCH MARK ELEVATION 150.09.
TOP OPERATING NUT ON FIRE HYDRANT
23.7 FT LT STA 19+21.66

CONTROL MONUMENT .3
FLAGGED 600 GALV NAIL
N 842.511.95
E 668.174.14
21.2 FT LT STA 22+05.62



SITE 5

CROSS DRAIN REPAIR NOTE:

- ANY EXISTING CROSS DRAIN SHOWN TO BE REMOVED AND REPLACED SHALL BE REPLACED WITH NEW PIPE AND BE INSTALLED AT THE SAME GRADE AS THE EXISTING CROSS DRAIN, UNLESS OTHERWISE DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSURING THAT THE GRADES OF THE REPLACED PIPE ARE CORRECT TO INSURE PROPER FLOW.
- IF THE EXISTING CROSS DRAINS ARE CONNECTED TO INLETS, HEADWALLS OR ANY OTHER STRUCTURE, THE CONTRACTOR SHALL BE RESPONSIBLE FOR RECONNECTION TO THOSE STRUCTURES, UNLESS OTHERWISE NOTED. CONCRETE PIPE COLLARS SHALL BE USED AS WARRANTED.
- THE CONTRACTOR SHALL TAKE CARE NOT TO DAMAGE THE EXISTING STORM DRAINAGE STRUCTURES DURING THE CONSTRUCTION PROCESS. ANY DAMAGE, OTHER THAN THAT NOTED ABOVE, SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.

SEWER SERVICE CONNECTION NOTE:

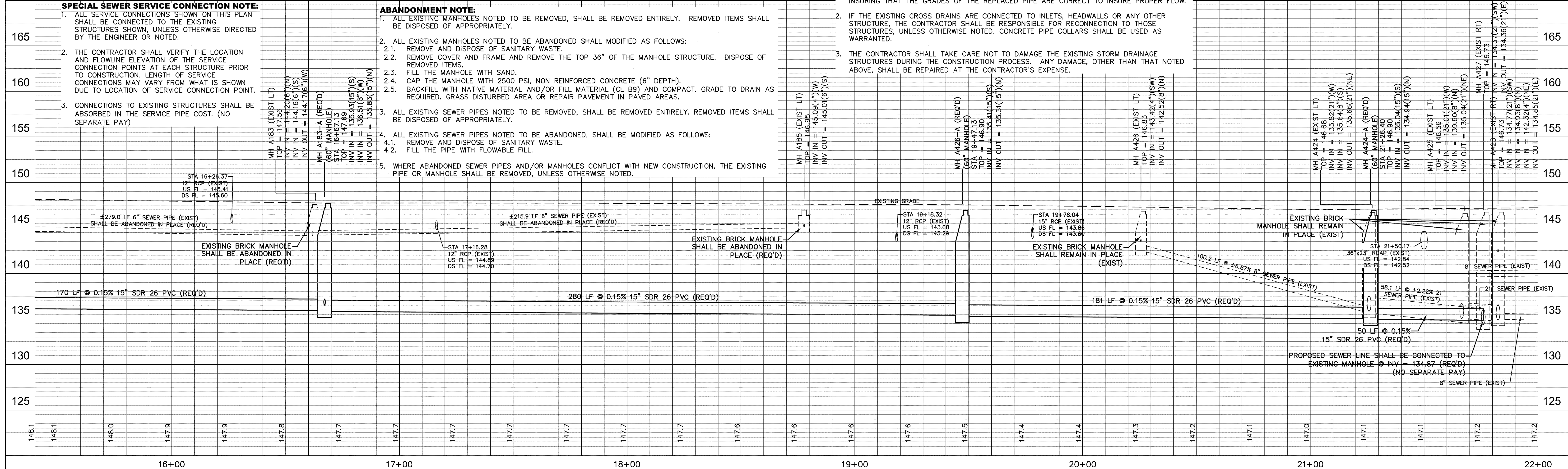
THE MINIMUM GRADE FOR SEWER SERVICE CONNECTIONS SHALL BE 0.50% SEWER SERVICE LINE SHALL BE PAID PER LINEAR FOOT. CLEAN OUTS AND SERVICE TEE'S SHALL BE PAID PER EACH. CLEANOUTS SHALL BE PROVIDED AT THE RIGHT OF WAY LINE AS DETAILED, UNLESS OTHERWISE NOTED.

SPECIAL SEWER SERVICE CONNECTION NOTE:

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ABANDONMENT NOTE:

- ALL EXISTING MANHOLES NOTED TO BE REMOVED, SHALL BE REMOVED ENTIRELY. REMOVED ITEMS SHALL BE DISPOSED OF APPROPRIATELY.
- ALL EXISTING MANHOLES NOTED TO BE ABANDONED SHALL MODIFIED AS FOLLOWS:
 - REMOVE AND DISPOSE OF SANITARY WASTE.
 - REMOVE COVER AND FRAME AND REMOVE THE TOP 36" OF THE MANHOLE STRUCTURE. DISPOSE OF REMOVED ITEMS.
 - FILL THE MANHOLE WITH SAND.
 - CAP THE MANHOLE WITH 2500 PSI, NON REINFORCED CONCRETE (6" DEPTH).
 - BACKFILL WITH NATIVE MATERIAL AND/OR FILL MATERIAL (CL B9) AND COMPACT. GRADE TO DRAIN AS REQUIRED. GRASS DISTURBED AREA OR REPAIR PAVEMENT IN PAVED AREAS.
- ALL EXISTING SEWER PIPES NOTED TO BE REMOVED, SHALL BE REMOVED ENTIRELY. REMOVED ITEMS SHALL BE DISPOSED OF APPROPRIATELY.
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CROSS DRAIN REPAIR NOTE:

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**SD
&W**

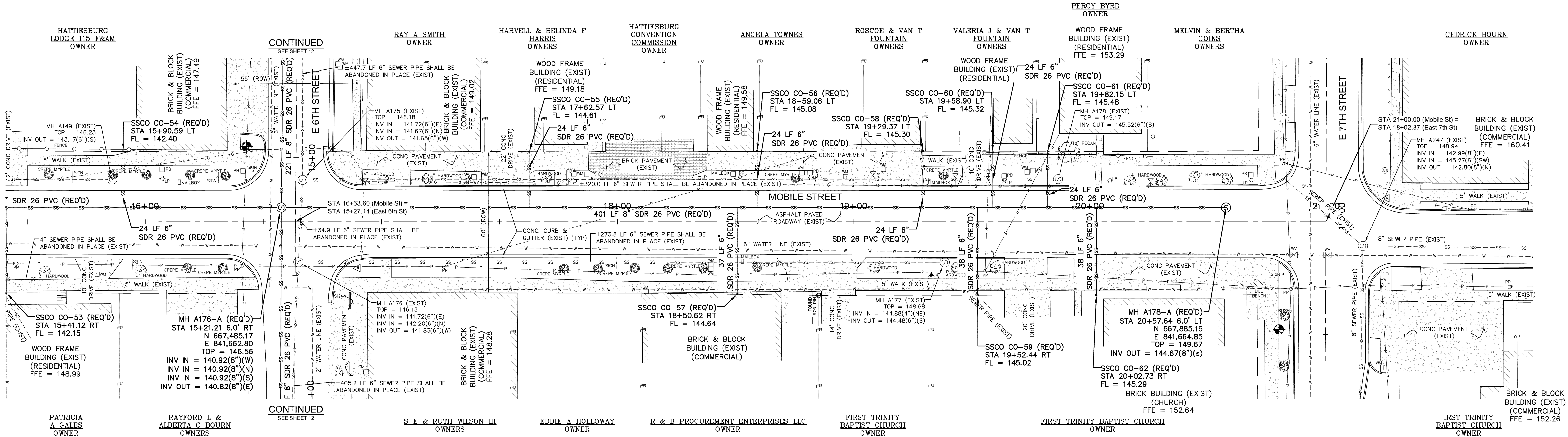
SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS

BENCH MARK ELEVATION 149.64
TOP OPERATING NUT ON FIRE HYDRANT
31.8 FT LT STA 16+42.99

CONTROL MONUMENT 5
FLAGGED 60D GALV NAIL
N 841,668.59
E 667,517.43
19.6 FT RT STA 16+90.03

BENCH MARK ELEVATION 151.59
TOP OPERATING NUT ON FIRE HYDRANT
45.6 FT RT STA 20+80.12

CONTROL MONUMENT 6
FLAGGED 60D GALV NAIL
N 841,661.30
E 667,953.36
11 FT LT STA



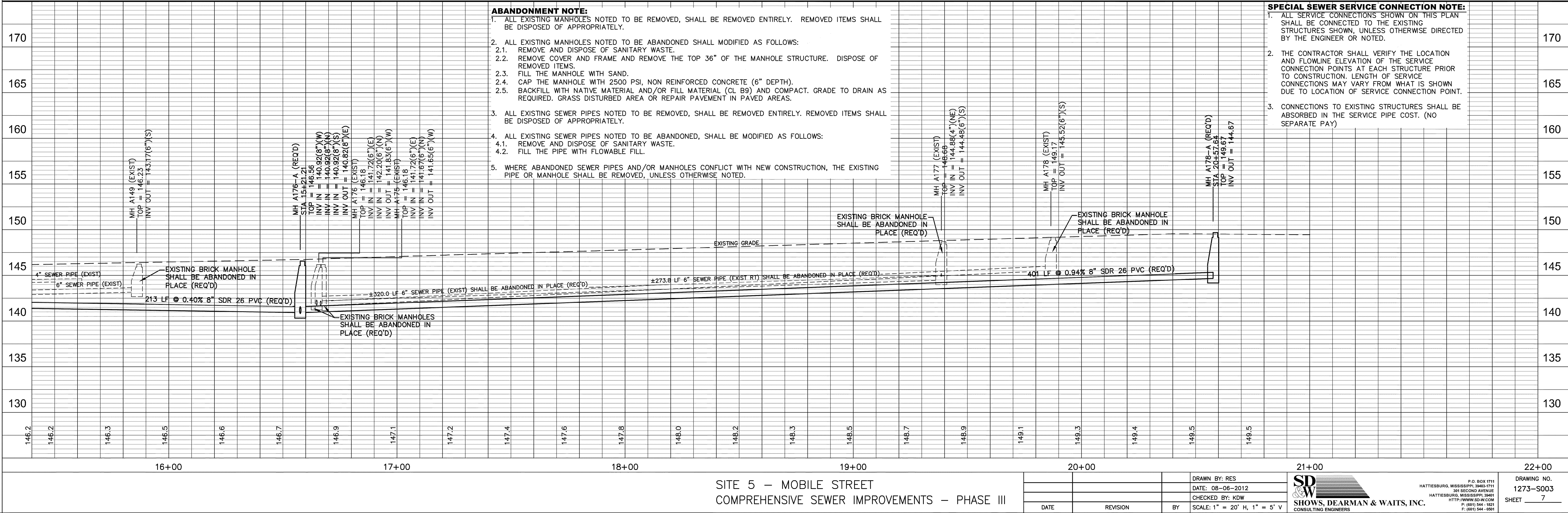
SITE 5

ABANDONMENT NOTE:

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 - REMOVE COVER AND FRAME AND REMOVE THE TOP 36" OF THE MANHOLE STRUCTURE. DISPOSE OF REMOVED ITEMS.
 - FILL THE MANHOLE WITH SAND.
 - CAP THE MANHOLE WITH 2500 PSI, NON REINFORCED CONCRETE (6" DEPTH).
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SPECIAL SEWER SERVICE CONNECTION NOTE:

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SITE 5 - MOBILE STREET
COMPREHENSIVE SEWER IMPROVEMENTS - PHASE III

DRAWN BY: RES
DATE: 08-06-2012
CHECKED BY: KOW
DATE: REVISION BY: SCALE: 1" = 20' H, 1" = 5' V

SD & W
SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS
P.O. BOX 1111
HATTIESBURG, MISSISSIPPI 39401-1111
361 SECOND AVENUE
HATTIESBURG, MISSISSIPPI 39401
HTTP://WWW.SD-W.COM
P: (601) 544-1621
F: (601) 544-1601

DRAWING NO.
1273-S003
SHEET 7



VANNIE L NICHOLSON
OWNER

MH A141-B (REQ'D)
STA 21+49.30 6.0' RT
N 667,108.34
E 842,179.67
TOP = 146.00
INV IN = 137.53(15")(SW)
INV OUT = 137.43(15")(NE)

MOUNT OLIVE BAPTIST CHURCH
OWNER

SEWER SERVICE CONNECTION NOTE:
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3. CONNECTIONS TO EXISTING STRUCTURES SHALL BE
ABSORBED IN THE SERVICE PIPE COST. (NO SEPARATE
PAY)

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 - 2.4. CAP THE MANHOLE WITH 2500 PSI, NON REINFORCED CONCRETE (6" DEPTH).
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TE 5

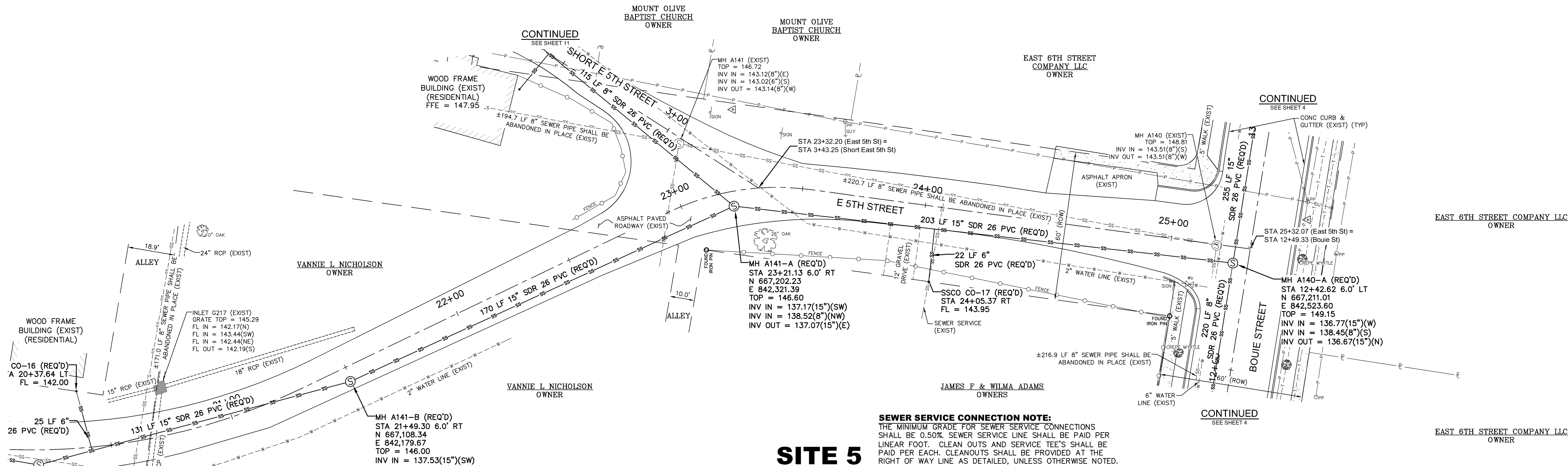
OWNER

23+00

DRAWING NO.
1273-S003
SHEET 9

CONTROL MONUMENT 9
FLAGGED 60D GALV NAIL
N 842.314.91
E 667.240.66
32.6 FT LT STA. 23+26.22

CONTROL MONUMENT 1
FLAGGED 60D GALV NAIL
N 842.550.79
E 667.232.99
21.1 FT RT STA. 12+64.66

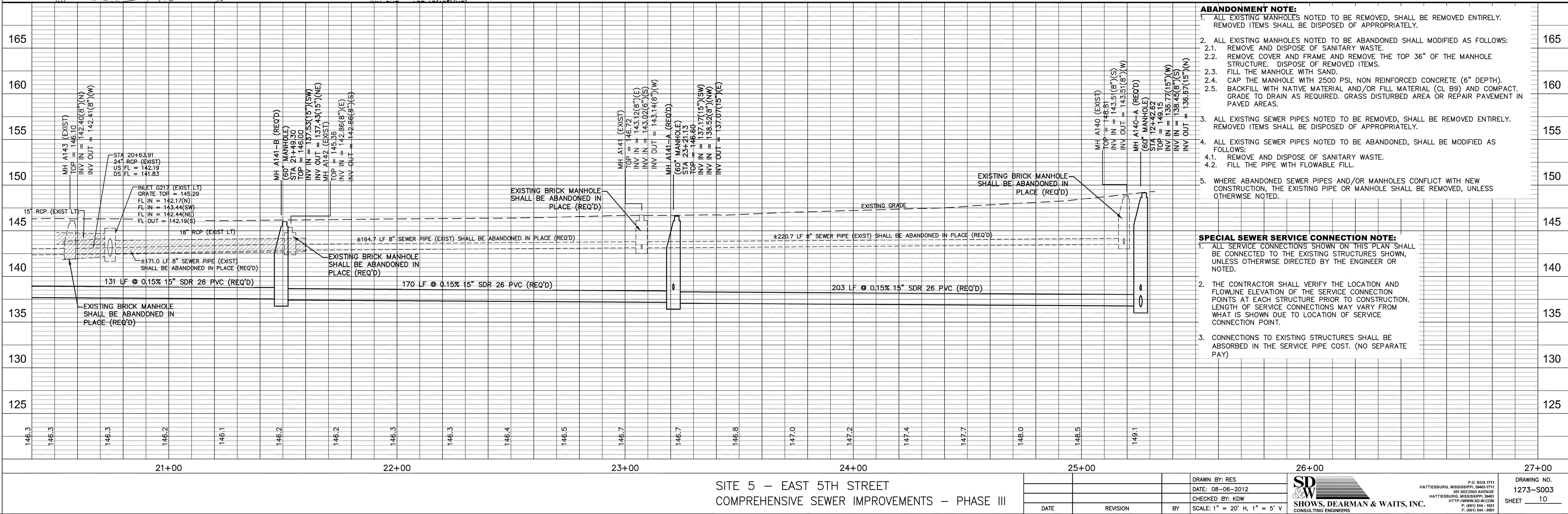


SITE 5

SEWER SERVICE CONNECTION NOTE:
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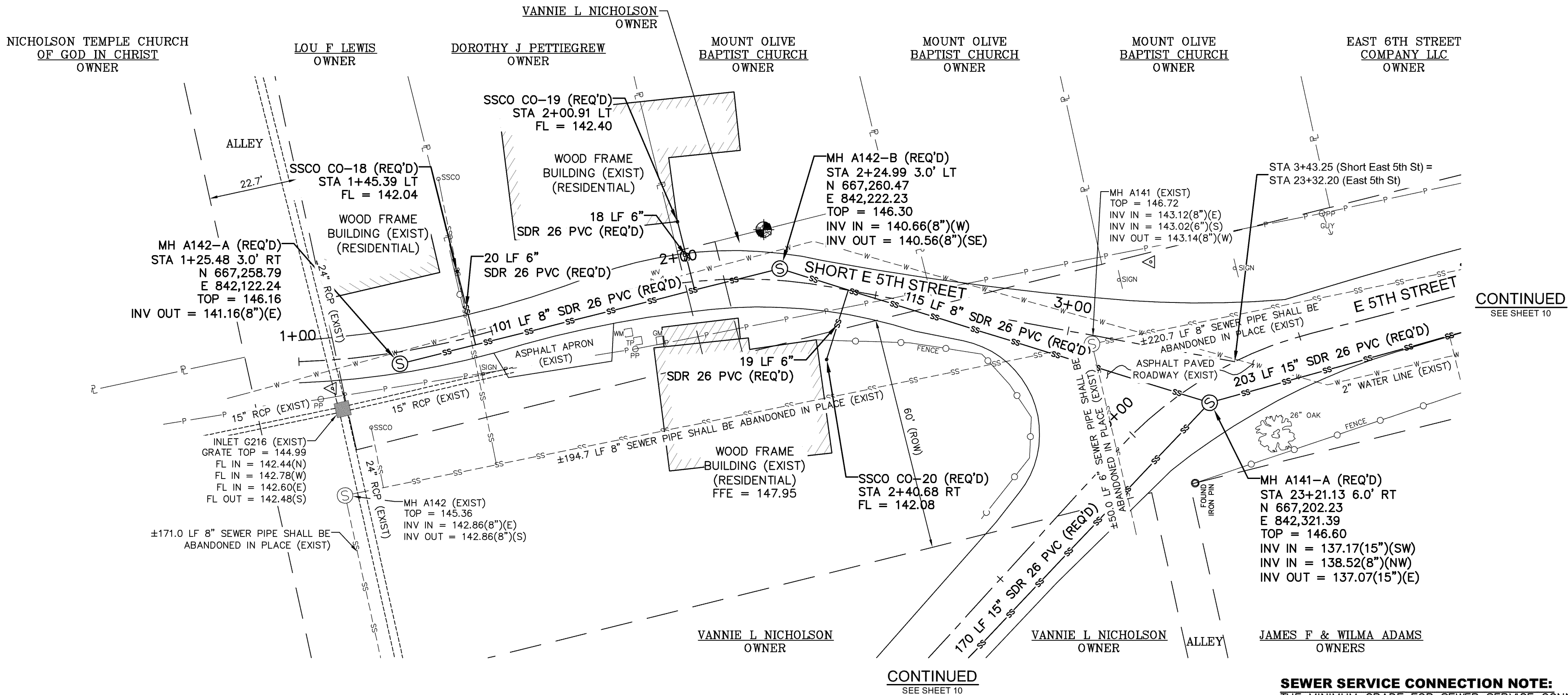
SITE 5 - EAST 5TH STREET
COMPREHENSIVE SEWER IMPROVEMENTS - PHASE III

DATE		REVISION	BY	SCALE: 1" = 20' H, 1" = 5' V
DRAWN BY: RES		DATE: 08-06-2012	CHECKED BY: KOW	
SD&W SHOWS, DEARMAN & WAITS, INC. CONSULTING ENGINEERS		DRAWING NO. 1273-S003 SHEET 10		

CONTROL MONUMENT 10
FLAGGED 60D GALV NAIL
N 842.104.03
E 667.256.55
7.3 FT RT STA. 1+08.08

BENCH MARK ELEVATION 149.08
TOP OPERATING NUT ON FIRE HYDRANT
12.7 FT LT STA. 2+20.64

CONTROL MONUMENT 9
FLAGGED 60D GALV NAIL
N 842.314.91
E 667.240.66
21.1 FT LT STA. 3+17.56

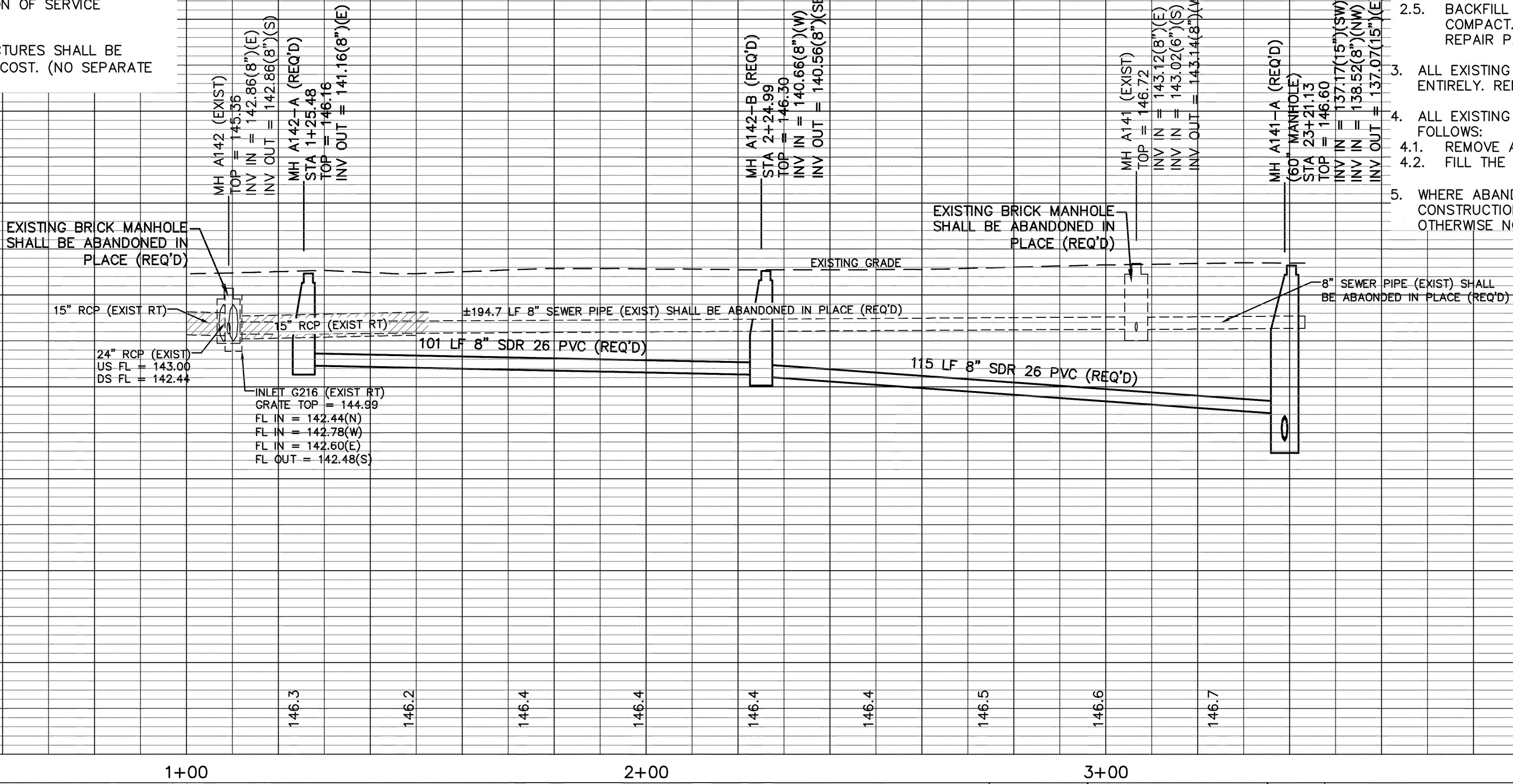


SITE 5

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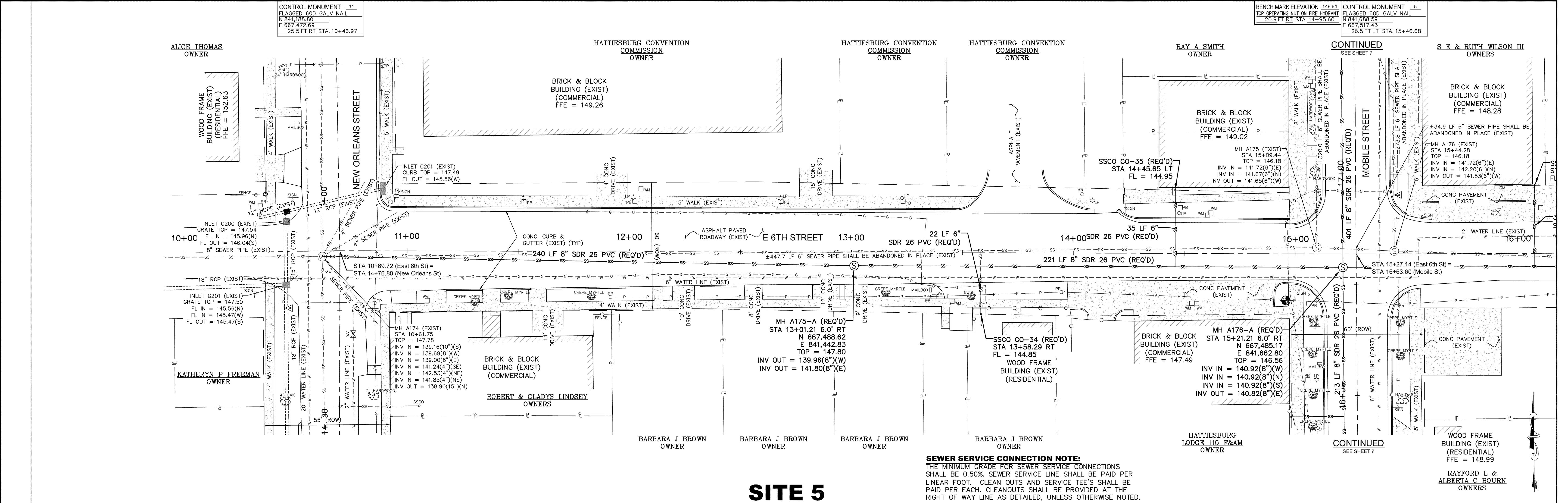
SITE 5 - SHORT EAST 5TH STREET
COMPREHENSIVE SEWER IMPROVEMENTS - PHASE III

DATE	REVISION	BY	SCALE: 1" = 20' H, 1" = 5' V

DRAWN BY: RES	 SD & W SHOWS, DEARMAN & WAITS, INC. CONSULTING ENGINEERS	DRAWING NO. 1273-S003
DATE: 08-06-2012		SHEET 11
CHECKED BY: KOW		

HATTIESBURG, MISSISSIPPI 39401-1711
361 SECOND AVENUE
HATTIESBURG, MISSISSIPPI 39401
P: (601) 544-1521
F: (601) 544-1501

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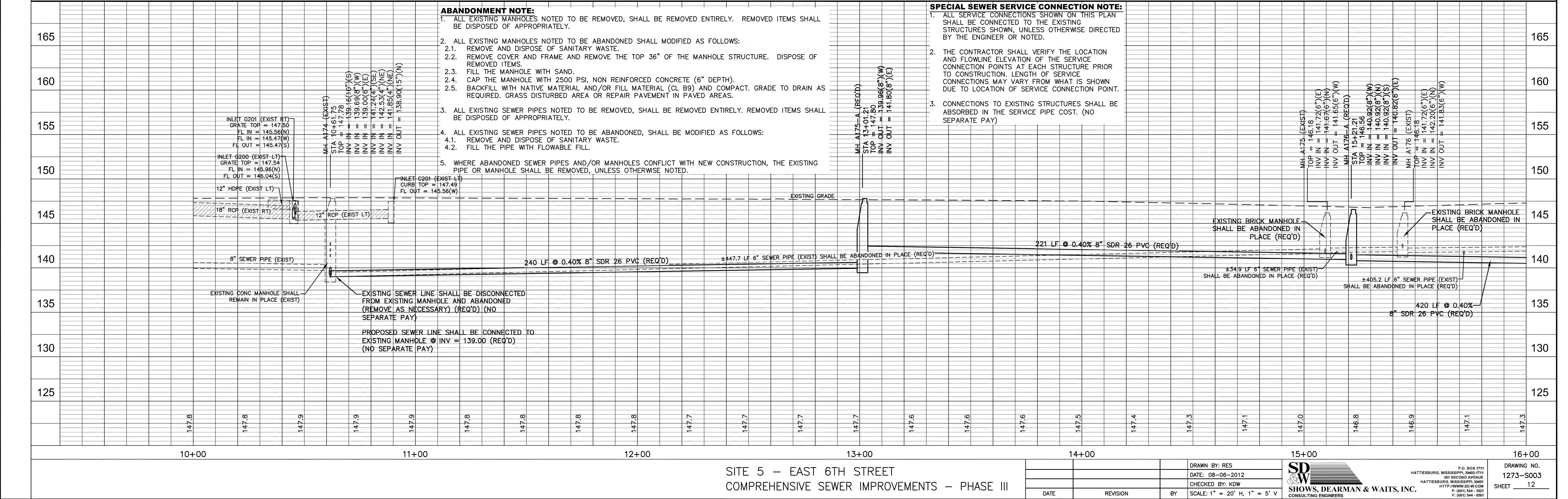
SITE 5

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SITE 5 - EAST 6TH STREET
COMPREHENSIVE SEWER IMPROVEMENTS - PHASE III

DRAWN BY: RES
DATE: 08-06-2012
CHECKED BY: KOW
SCALE: 1" = 20' H, 1" = 5' V

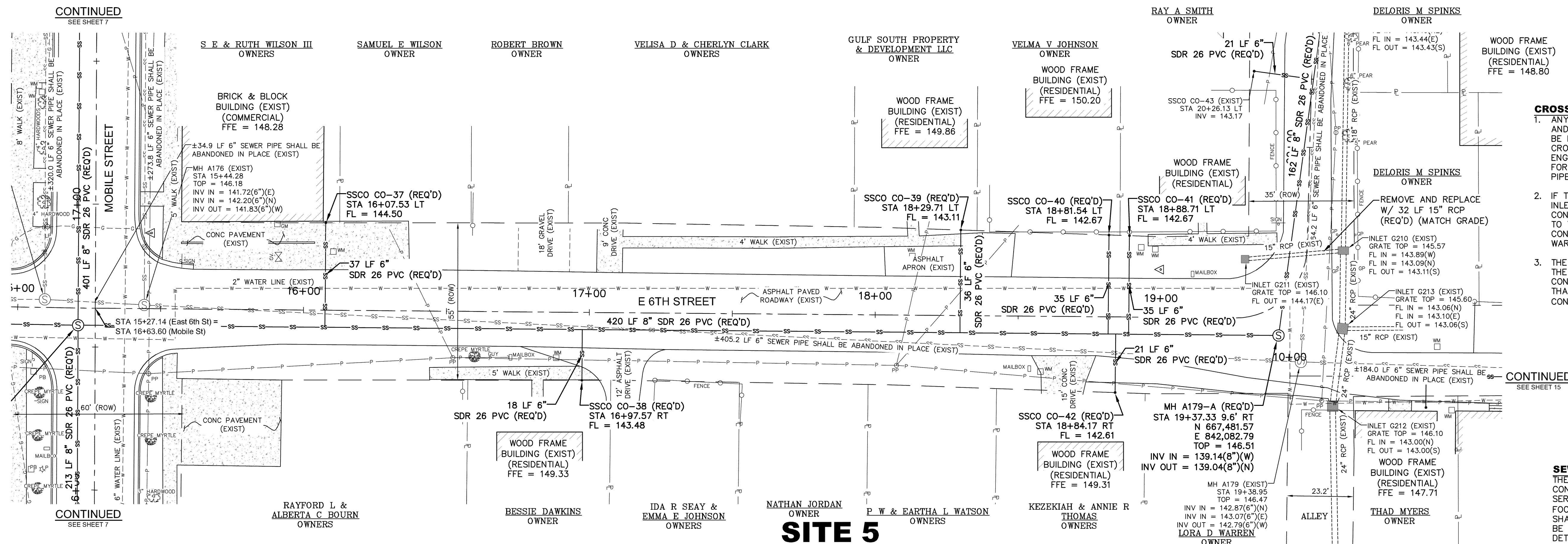
SD
SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS
P.O. BOX 1711
301 SECOND AVENUE
HATTIESBURG, MISSISSIPPI 39401
P: (601) 544-1821
F: (601) 544-1801

HATTIESBURG, MISSISSIPPI 39401
P: (601) 544-1821
F: (601) 544-1801

DRAWING NO.
1273-S003
SHEET
12

CONTROL MONUMENT 5
FLAGGED 60D GALV NAIL
N 841,688.59
E 667,517.43
26.5 FT LT STA. 15+46.68

CONTROL MONUMENT	12
FLAGGED 60D GALV NAIL	
N 842,041.60	
E 667,504.64	
16.7 FT LT	STA. 18+99.78



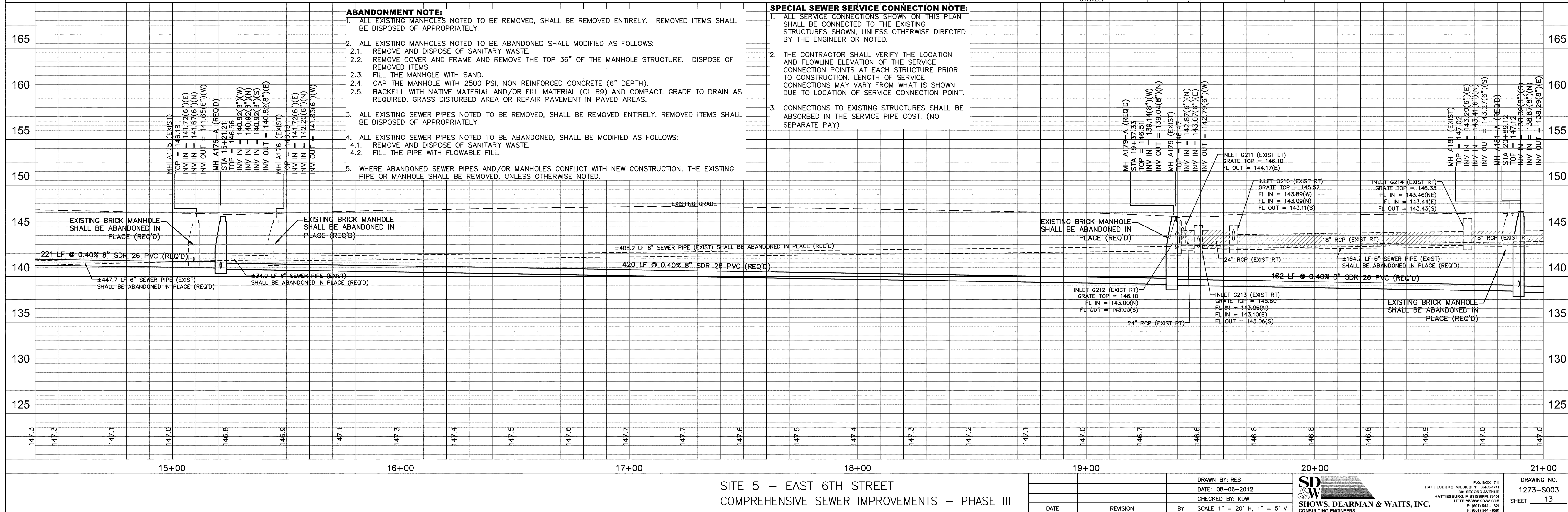
SITE 5

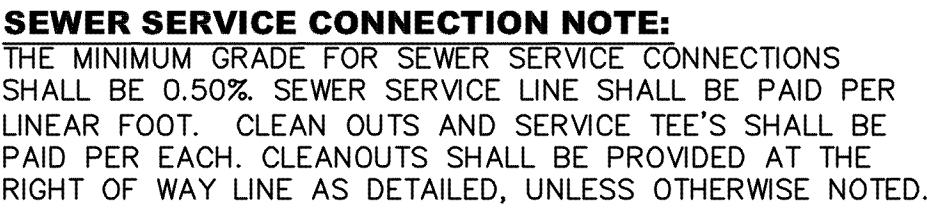
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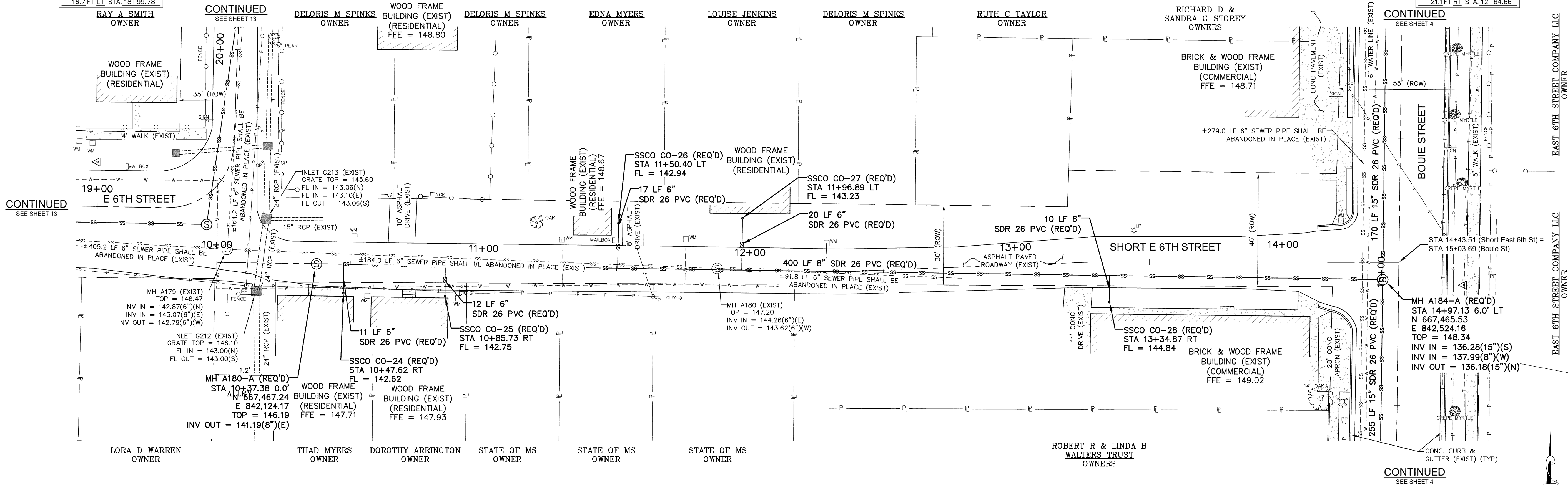
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CONTROL MONUMENT 12
FLAGGED 60D GALV NAIL
N 842.041.60
E 667.504.64
21.1 FT RT STA 18+99.78

CONTROL MONUMENT 1
FLAGGED 60D GALV NAIL
N 842.550.79
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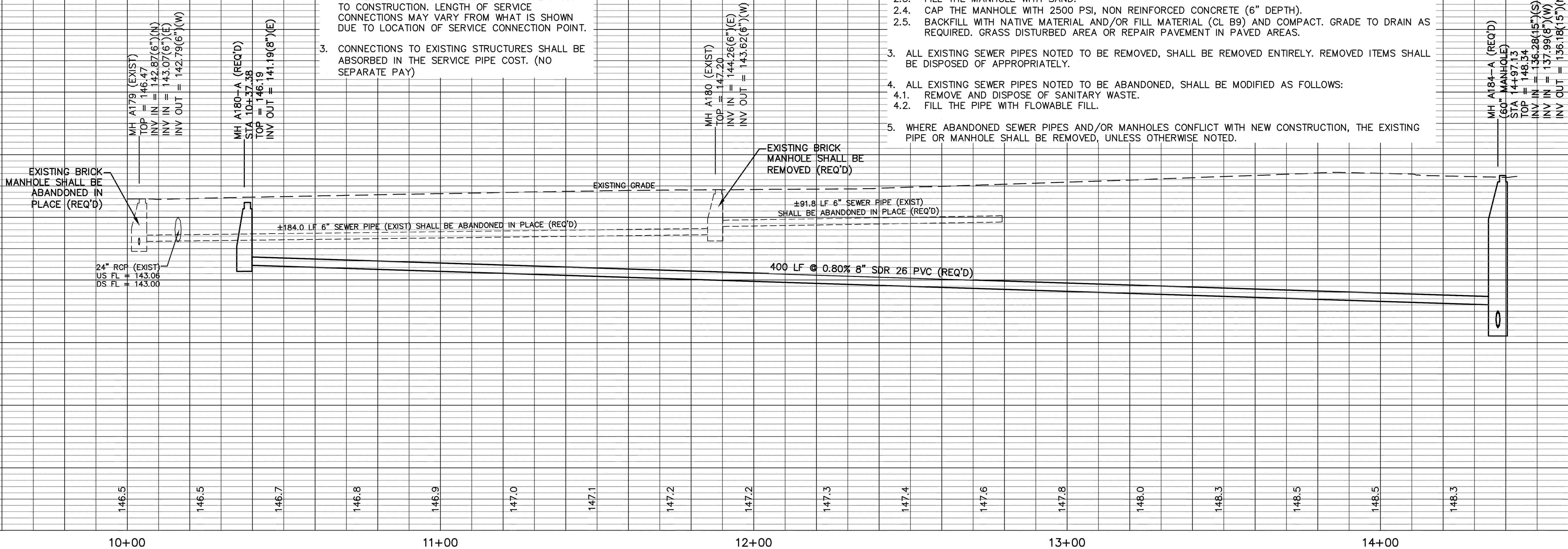
SITE 5

SPECIAL SEWER SERVICE CONNECTION NOTE:

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- THE CONTRACTOR SHALL VERIFY THE LOCATION AND FLOWLINE ELEVATION OF THE SERVICE CONNECTION POINTS AT EACH STRUCTURE PRIOR TO CONSTRUCTION. LENGTH OF SERVICE CONNECTIONS MAY VARY FROM WHAT IS SHOWN DUE TO LOCATION OF SERVICE CONNECTION POINT.
- CONNECTIONS TO EXISTING STRUCTURES SHALL BE ABSORBED IN THE SERVICE PIPE COST. (NO SEPARATE PAY)

ABANDONMENT NOTE:

- ALL EXISTING MANHOLES NOTED TO BE REMOVED, SHALL BE REMOVED ENTIRELY. REMOVED ITEMS SHALL BE DISPOSED OF APPROPRIATELY.
- ALL EXISTING MANHOLES NOTED TO BE ABANDONED SHALL MODIFIED AS FOLLOWS:
 - REMOVE AND DISPOSE OF SANITARY WASTE.
 - REMOVE COVER AND FRAME AND REMOVE THE TOP 36" OF THE MANHOLE STRUCTURE. DISPOSE OF REMOVED ITEMS.
 - FILL THE MANHOLE WITH SAND.
 - CAP THE MANHOLE WITH 2500 PSI, NON REINFORCED CONCRETE (6" DEPTH).
 - BACKFILL WITH NATIVE MATERIAL AND/OR FILL MATERIAL (CL B9) AND COMPACT. GRADE TO DRAIN AS REQUIRED. GRASS DISTURBED AREA OR REPAIR PAVEMENT IN PAVED AREAS.
- ALL EXISTING SEWER PIPES NOTED TO BE REMOVED, SHALL BE REMOVED ENTIRELY. REMOVED ITEMS SHALL BE DISPOSED OF APPROPRIATELY.
- ALL EXISTING SEWER PIPES NOTED TO BE ABANDONED, SHALL BE MODIFIED AS FOLLOWS:
 - REMOVE AND DISPOSE OF SANITARY WASTE.
 - FILL THE PIPE WITH FLOWABLE FILL.
- WHERE ABANDONED SEWER PIPES AND/OR MANHOLES CONFLICT WITH NEW CONSTRUCTION, THE EXISTING PIPE OR MANHOLE SHALL BE REMOVED, UNLESS OTHERWISE NOTED.



SITE 5 - SHORT EAST 6TH STREET
COMPREHENSIVE SEWER IMPROVEMENTS - PHASE III

DRAWN BY: RES
DATE: 08-06-2012
CHECKED BY: KOW
DATE: _____

SD & W
SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS

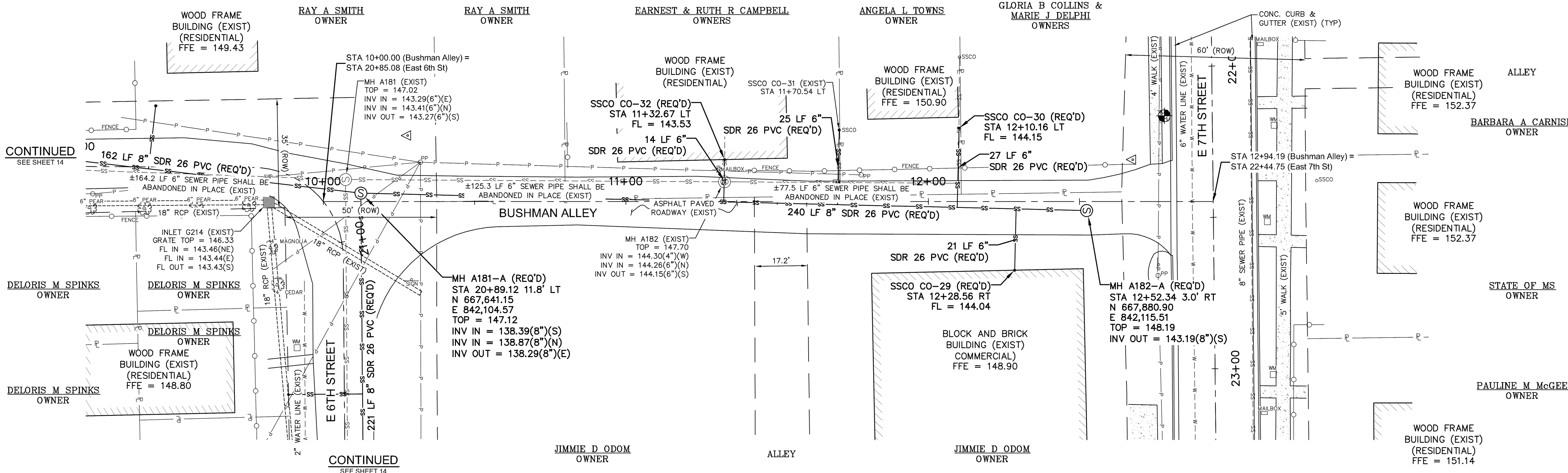
HATTIESBURG, MISSISSIPPI 39401-1711
361 SECOND AVENUE
HATTIESBURG, MISSISSIPPI 39401
P: (601) 544-1621
F: (601) 544-1601

DRAWING NO.
1273-S003
SHEET 15

CONTROL MONUMENT 13.
FLAGGED 60D GALV NAIL
N 842.085.82
E 667.657.10
35.5 FT LT STA 20+85.28

CONTROL MONUMENT 14.
FLAGGED 60D GALV NAIL
N 842.098.99
E 667.986.58
13.9 FT LT STA 12+67.66

BENCH MARK ELEVATION 150.54
TOP OPERATING NUT ON FIRE HYDRANT
28.4 FT LT STA 12+78.09

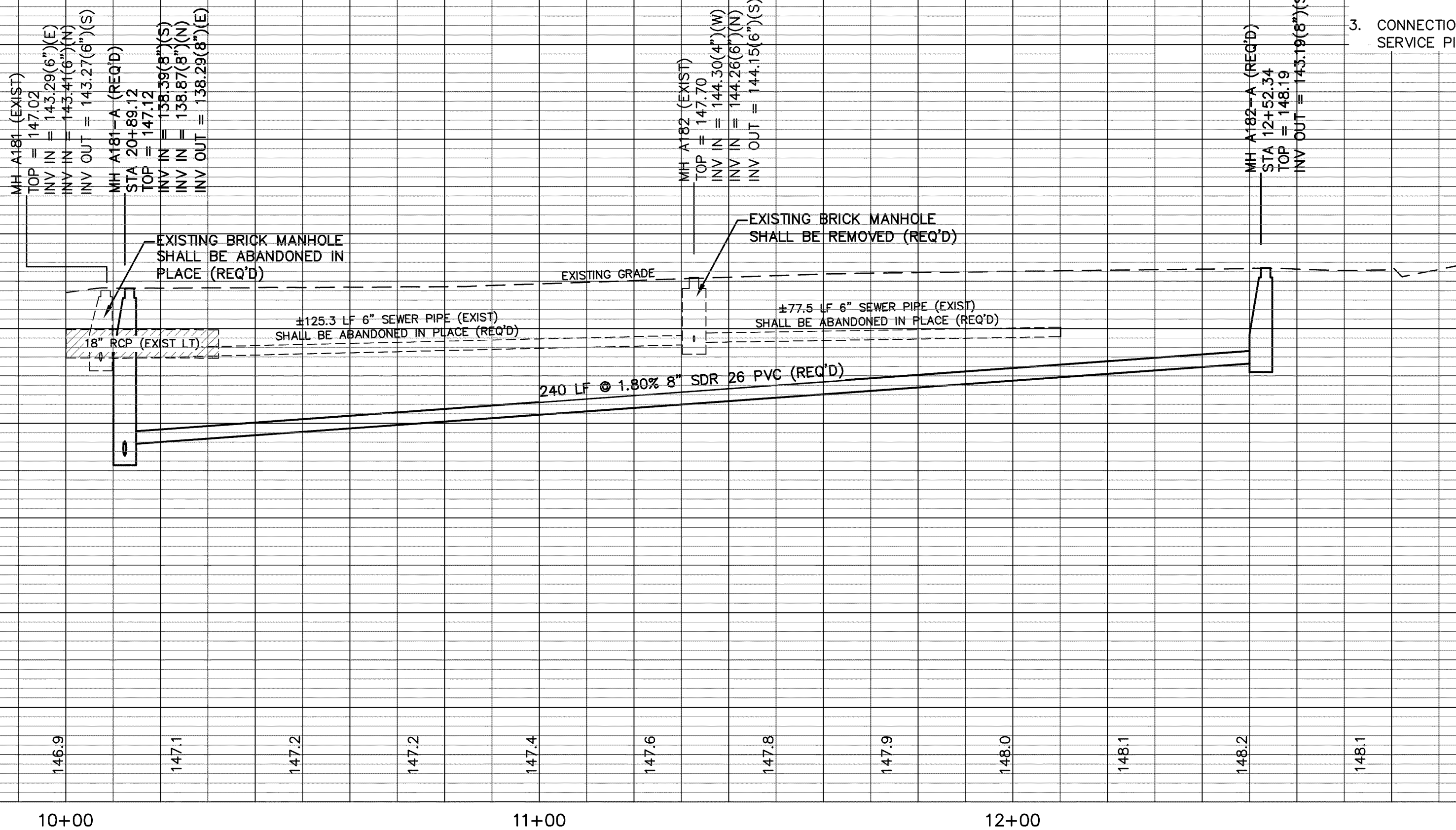


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SITE 5

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SITE 5 - BUSHMAN ALLEY
COMPREHENSIVE SEWER IMPROVEMENTS - PHASE III

DATE	REVISION	BY	SCALE: 1" = 20' H, 1" = 5' V

DRAWN BY: RES DATE: 08-06-2012 CHECKED BY: KOW	SD & W SHOWS, DEARMAN & WAITS, INC. CONSULTING ENGINEERS	HATTIESBURG, MISSISSIPPI 39401-1711 361 SECOND AVENUE HATTIESBURG, MISSISSIPPI 39401 P: (601) 544-1621 F: (601) 544-1601	DRAWING NO. 1273-S003 SHEET 16
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CONTROL MONUMENT _15_
FLAGGED 600 GALV NAIL
N 839.045.12
E 667.953.67
24.3 FT LT STA. 12+21.14

CONTROL MONUMENT _16_
FLAGGED 600 GALV NAIL
N 839.154.40
E 667.951.12
12.1 FT RT STA. 13+30.46

BENCH MARK ELEVATION _166.94
TOP OPERATING NUT ON FIRE HYDRANT
14.7 FT RT STA. 15+79.28

CONTROL MONUMENT _17_
FLAGGED 600 GALV NAIL
N 839.431.80
E 667.950.04
12.4 FT LT STA. 16+07.65

G & W INVESTMENT PROPERTIES INC
OWNER

HAZEL M. WHITMAN, ETAL
OWNER
WOOD FRAME
BUILDING (EXIST)
(RESIDENTIAL)
FFE = 170.68

WOOD FRAME
BUILDING (EXIST)
(RESIDENTIAL)
FFE = 170.54

REBUILD AMERICA INC
OWNER

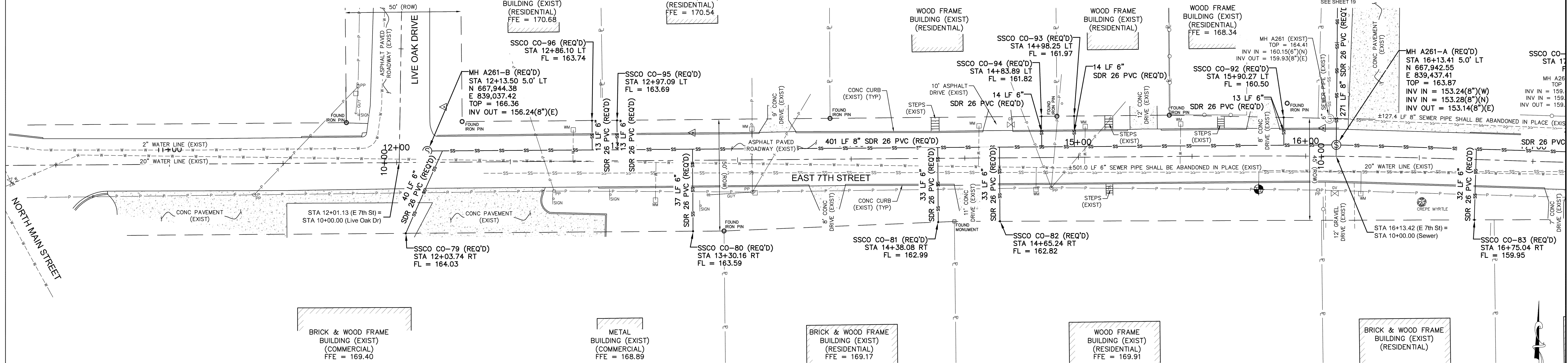
MARRY R LONDON
OWNER
WOOD FRAME
BUILDING (EXIST)
(RESIDENTIAL)

JUANITA CURRY
OWNER
WOOD FRAME
BUILDING (EXIST)
(RESIDENTIAL)

STEVE S. SUMRALL
OWNER
WOOD FRAME
BUILDING (EXIST)
(RESIDENTIAL)
FFE = 168.34

DELMA R CAMERON & LORENA V McNAIR
OWNERS
WOOD FRAME
BUILDING (EXIST)
(RESIDENTIAL)
FFE = 168.34

CONTINUED
SEE SHEET 19



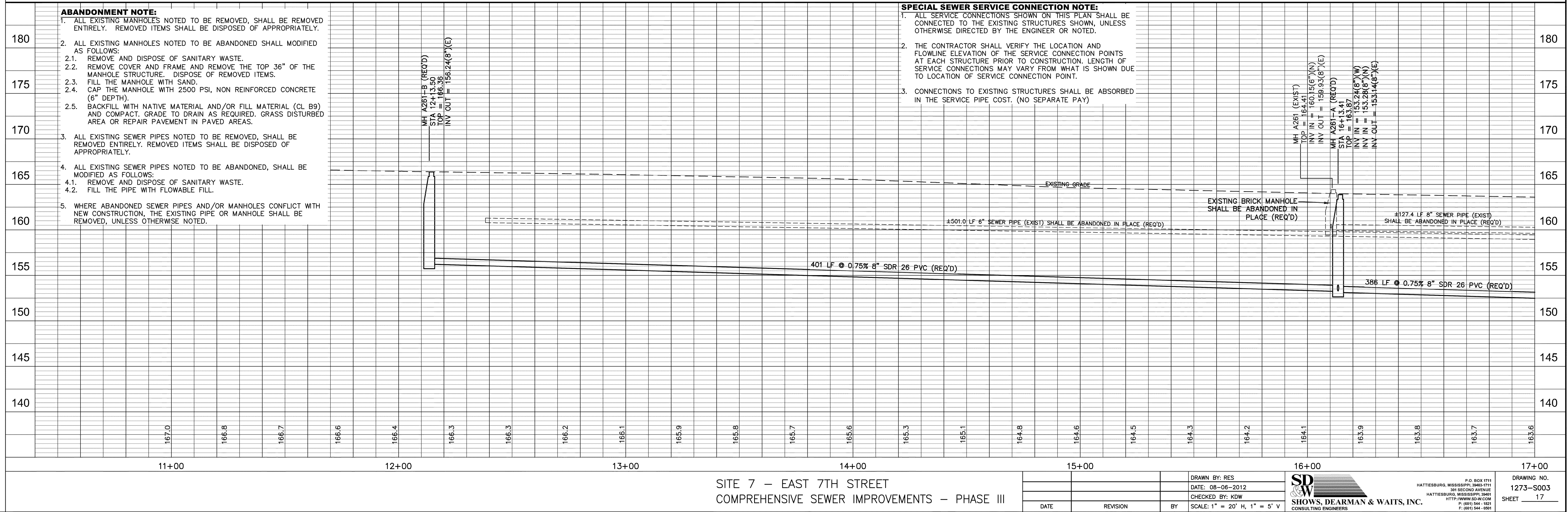
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 - 2.4. CAP THE MANHOLE WITH 2500 PSI, NON REINFORCED CONCRETE (6" DEPTH).
 - 2.5. BACKFILL WITH NATIVE MATERIAL AND/OR FILL MATERIAL (CL B9) AND COMPACT. GRADE TO DRAIN AS REQUIRED. GRASS DISTURBED AREA OR REPAIR PAVEMENT IN PAVED AREAS.
3. ALL EXISTING SEWER PIPES NOTED TO BE REMOVED, SHALL BE REMOVED ENTIRELY. REMOVED ITEMS SHALL BE DISPOSED OF APPROPRIATELY.
4. ALL EXISTING SEWER PIPES NOTED TO BE ABANDONED, SHALL BE MODIFIED AS FOLLOWS:
 - 4.1. REMOVE AND DISPOSE OF SANITARY WASTE.
 - 4.2. FILL THE PIPE WITH FLOWABLE FILL.
5. WHERE ABANDONED SEWER PIPES AND/OR MANHOLES CONFLICT WITH NEW CONSTRUCTION, THE EXISTING PIPE OR MANHOLE SHALL BE REMOVED, UNLESS OTHERWISE NOTED.

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3. CONNECTIONS TO EXISTING STRUCTURES SHALL BE ABSORBED IN THE SERVICE PIPE COST. (NO SEPARATE PAY)



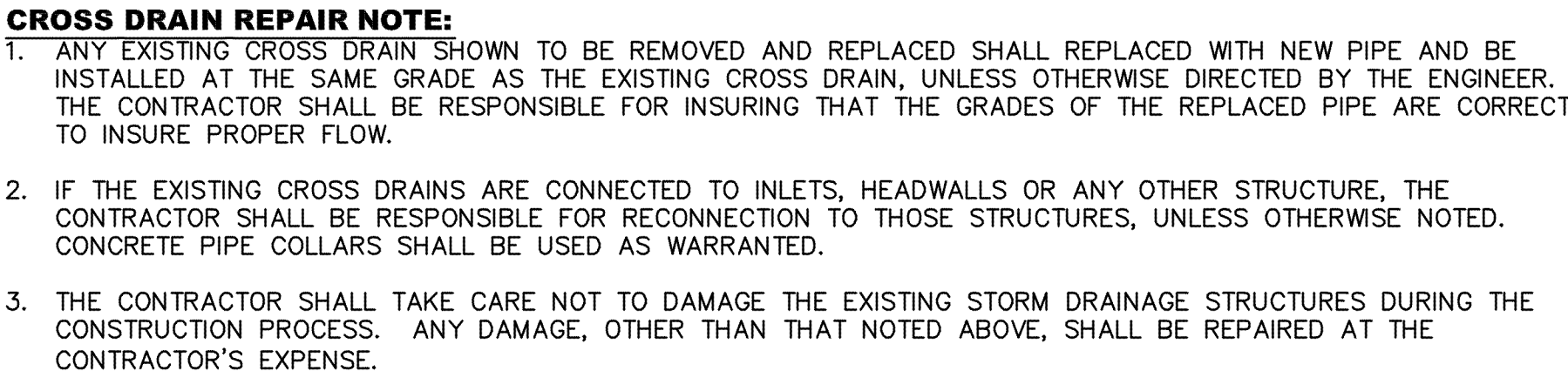
SITE 7 - EAST 7TH STREET
COMPREHENSIVE SEWER IMPROVEMENTS - PHASE III

DRAWN BY: RES
DATE: 08-06-2012
CHECKED BY: KOW
BY: SCALE: 1" = 20' H, 1" = 5' V

SD & W
SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS
P.O. BOX 1711
HATTIESBURG, MISSISSIPPI 39401-1711
361 SECOND AVENUE
HATTIESBURG, MISSISSIPPI 39401
HTTP://WWW.SD-W.COM
P: (601) 544-1621
F: (601) 544-1601

DRAWING NO.
1273-S003
SHEET 17

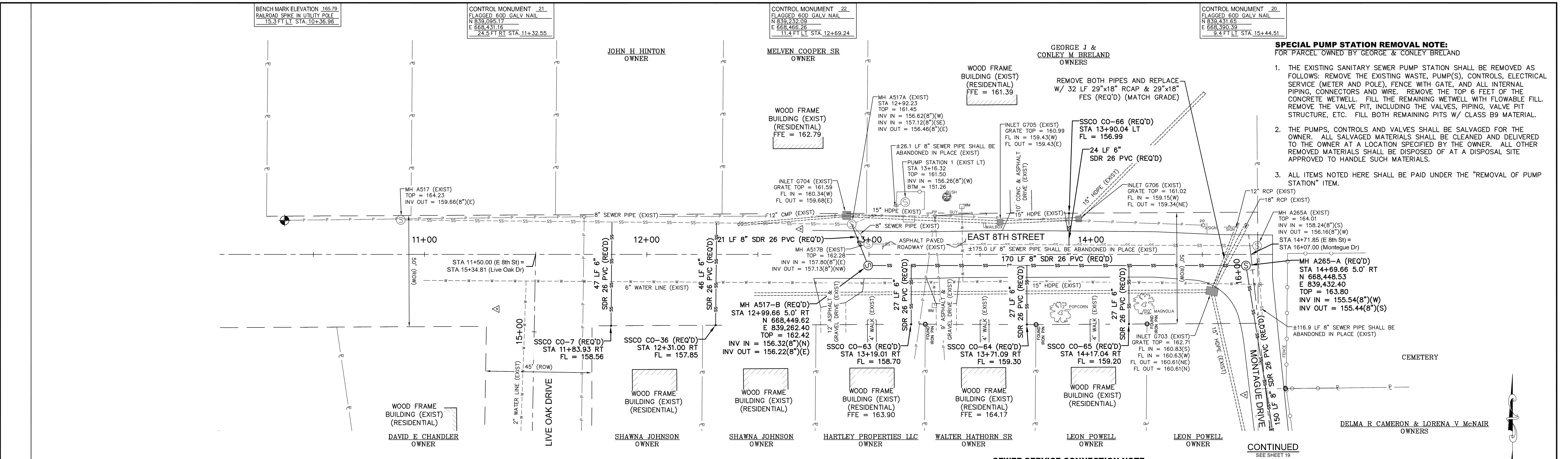




SITE 7 – MONTAGUE DRIVE AND EXTENSION
COMPREHENSIVE SEWER IMPROVEMENTS – PHASE III

 SHOWS, DEARMAN & WAITS, INC. CONSULTING ENGINEERS	P.O. BOX 1711 HATTIESBURG, MISSISSIPPI, 39403-1711 301 SECOND AVENUE HATTIESBURG, MISSISSIPPI, 39401 HTTP://WWW.SD-W.COM P: (601) 544 - 1821 F: (601) 544 - 0501	DRAWING NO. 1273-S003 SHEET <u>19</u>
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G:\PROJECTS\Hattiesburg_City of 1275-S003 - Comprehensive Sewer Improvements - Phase III\1275-S003_C3D\CAD Files\1275003_C3D_E 8th St_PlanSheet.dwg, 20.08/2012 15:02:29 PM



SITE 7

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CONTROL MONUMENT -23-
FLAGGED 60D GALV NAIL
N 839.040.21
E 868.198.14
14.9 FT LT STA. 12+55.21

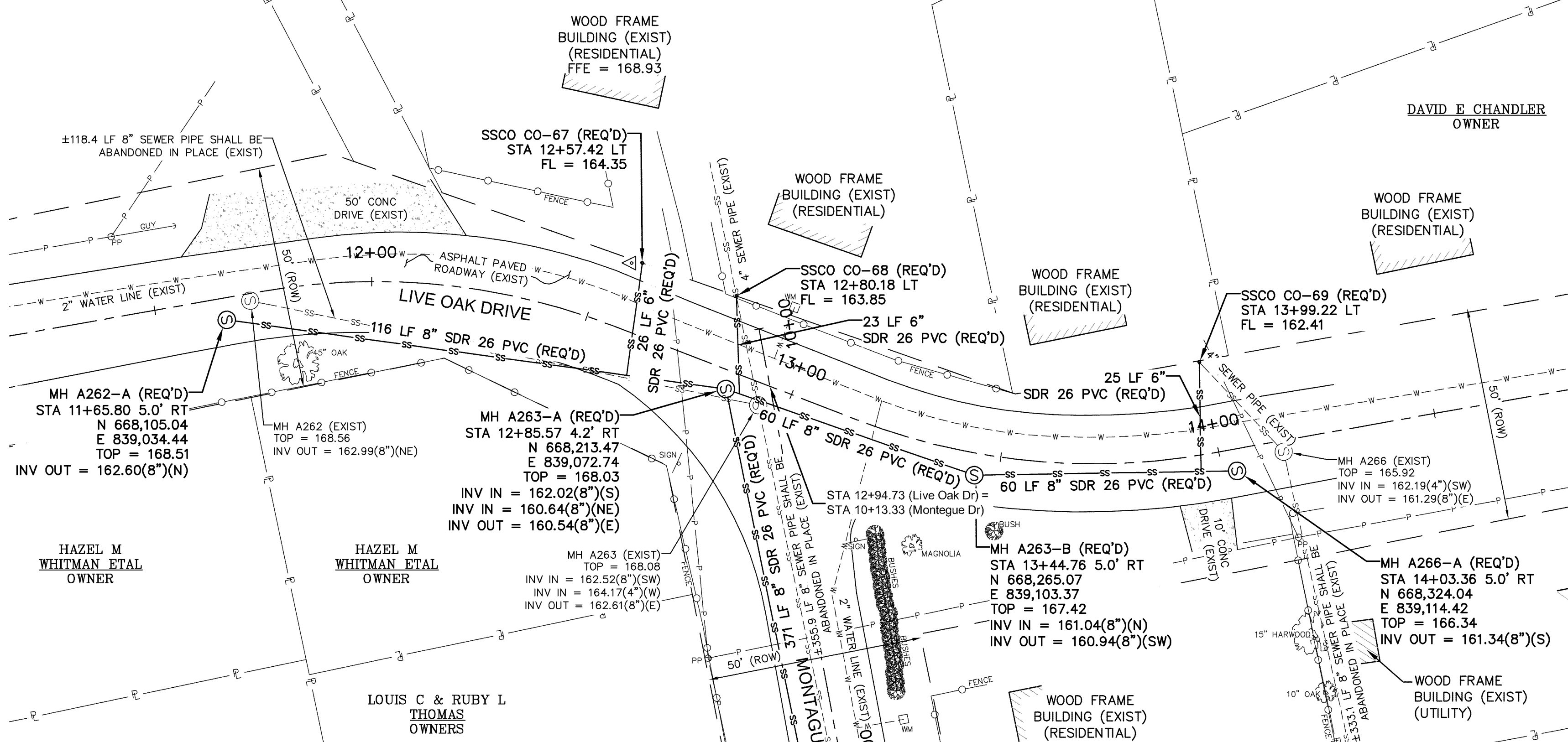
G & W INVESTMENT
PROPERTIES INC
OWNER

JERRY & DOROTHY
McKENZIE
OWNERS

BESSIE J. MACAKBEE
OWNER

JACKSON & CAROL
GIBSON
OWNERS

DAVID E CHANDLER
OWNER



SITE 7

SEWER SERVICE CONNECTION NOTE:

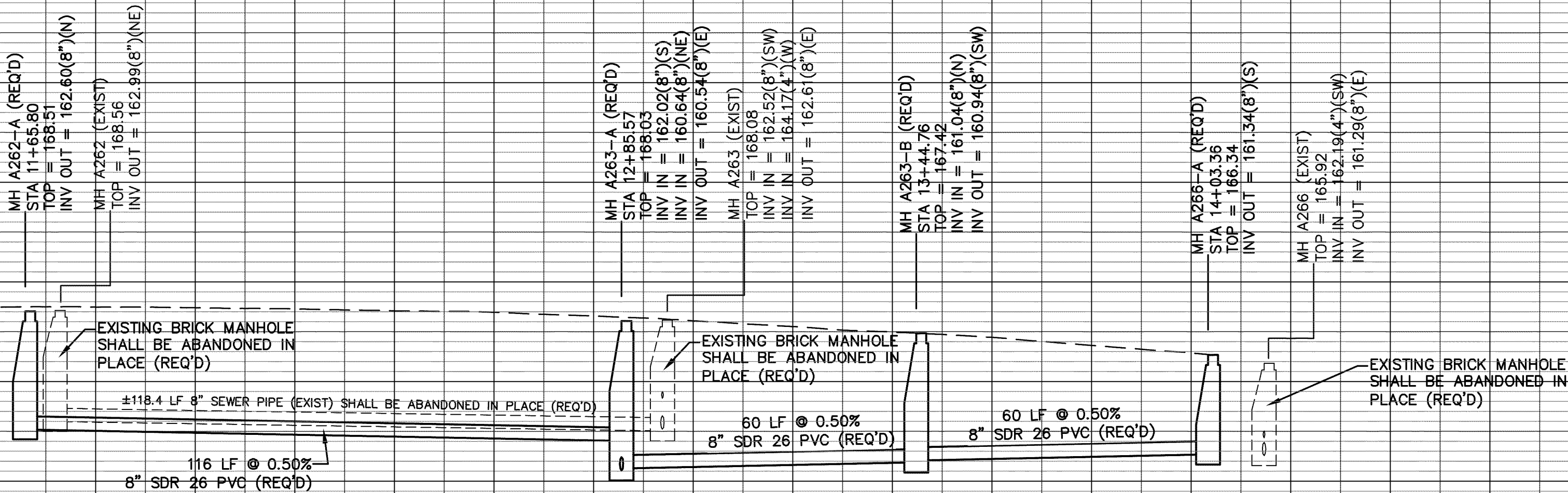
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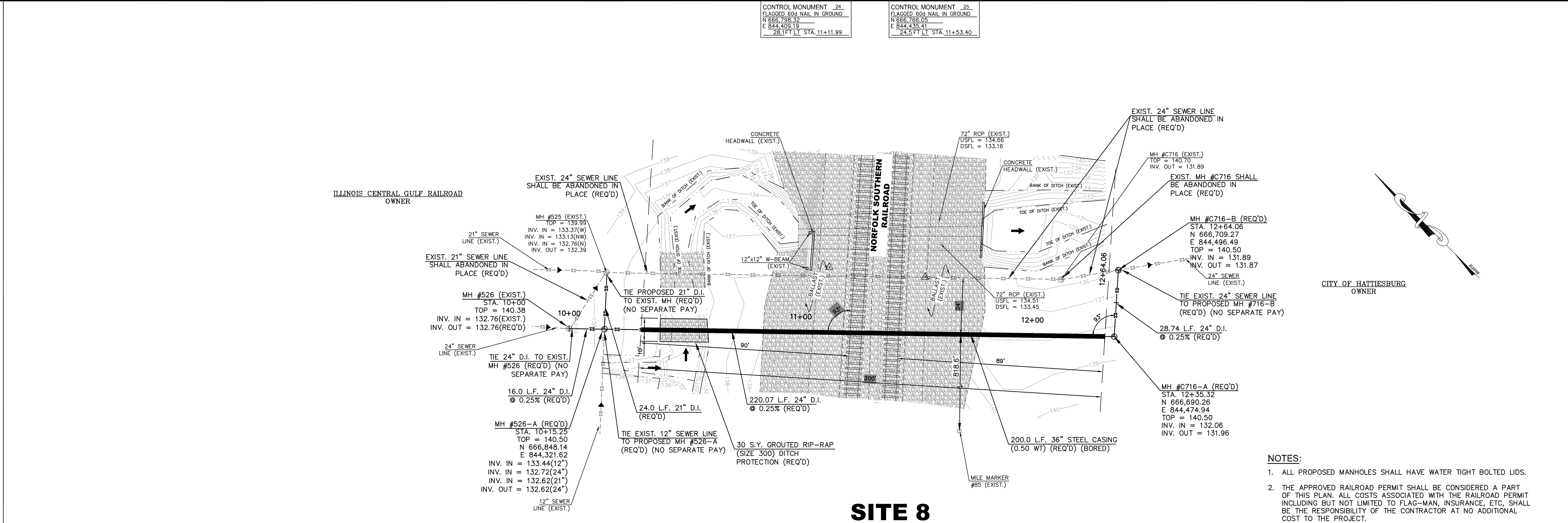
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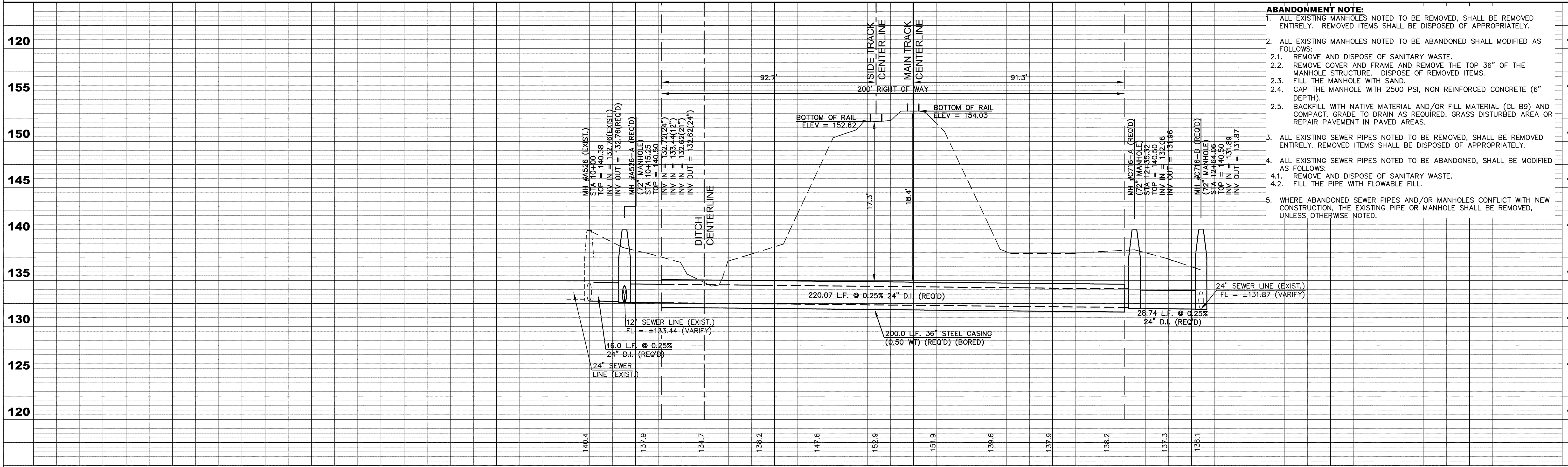
SITE 7 - LIVE OAK DRIVE COMPREHENSIVE SEWER IMPROVEMENTS - PHASE III

DATE	REVISION	BY	SCALE: 1" = 20' H, 1" = 5' V	DRAWN BY: RES DATE: 08-06-2012 CHECKED BY: KOW	SD SHOWS, DEARMAN & WAITS, INC. CONSULTING ENGINEERS	P.O. BOX 1711 HATTIESBURG, MISSISSIPPI 39401-1711 361 SECOND AVENUE HATTIESBURG, MISSISSIPPI 39401 HTTP://WWW.SD-W.COM P: (601) 544-1621 F: (601) 544-1601	DRAWING NO. 1273-S003 SHEET 22
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G:\PROJECTS\Hattiesburg_City of 1273-S003 - Comprehensive Sewer Improvements - Phase III\1273-S003.dwg 1273S003_RR_Plan03g.23, 8/2/2012 2:54:11 PM

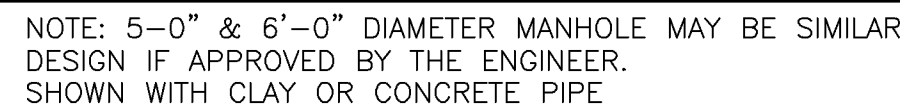


SITE 8



SITE 8 - NORFOLK SOUTHERN CROSSING @ EAST 4TH STREET
COMPREHENSIVE SEWER IMPROVEMENTS - PHASE III

			DRAWN BY: RES	 SHOWS, DEARMAN & WAITS, INC. CONSULTING ENGINEERS	P.O. BOX 1711 HATTIESBURG, MISSISSIPPI 39403-1711 301 SECOND AVENUE HATTIESBURG, MISSISSIPPI 39401 HTTP://WWW.SD&W.COM P. (601) 544-1821 F. (601) 544-0261	DRAWING NO. 1273-S003 SHEET 23
			DATE: 08-06-2012			
			CHECKED BY: KDW			
DATE	REVISION	BY	SCALE: 1"= 20' H, 1"= 5' V			



NOTE: CAST-IN-PLACE MANHOLE BOTTOMS SHALL HAVE #4 BARS 12" O.C.E.W. 4" ABOVE BOTTOM OF SLAB EXTENDING TO 3" OF EDGE OF SLAB. CAST-IN-PLACE BOTTOMS SHALL BE A MIN. OF 8" THICK.



STANDARD ECCENTRIC CONE **FOR ALL DIAMETER MANHOLES**



**TYPICAL SEWER PIPE
CONNECTION TO SAME SIZE
DUCTILE IRON SEWER PIPE**

NOTE: DROP MANHOLE
ASSEMBLY TO BE
FORMED AND POURED
USING 3,000psi CONC.



TYPICAL DROP MANHOLE ASSEMBLY

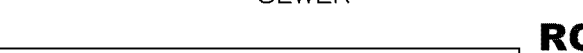
NOTE: ALL MANHOLES SHALL BE STANDARD PRECAST WITH EXTENDED BASES, UNLESS OTHERWISE DIRECTED. FLEXIBLE INLET AND OUTLET CONNECTION BOOTS REQUIRED ON ALL PIPES AND FORCE MAINS.

* SEE SECTIONAL PLAN, Std. PRECAST MANHOLE



NOTE: ALL TESTING TO BE THE RESPONSIBILITY OF THE CONTRACTOR. (NO SEPARATE PAY)

TYPICAL TRENCH AT ROADWAY DETAIL



ROAD BORE DETAIL

NOTES:
1. PAVEMENT REPAIR PAYMENT SHALL BE MADE MEASURING ALONG THE SEWER LINE AND THE ACTUAL WIDTH OF DISTURBED PAVEMENT UP TO THE MAX. WIDTH NOTED ABOVE.

NOTES

1. PAVEMENT REPAIR PAYMENT SHALL BE MADE MEASURING ALONG THE SEWER LINE AND THE ACTUAL WIDTH OF DISTURBED PAVEMENT UP TO THE MAX. WIDTH NOTED ABOVE.
2. SEWER MAIN DEPTH SHALL BE DETERMINED BY THE CUT SHEETS PROVIDED BY THE CONTRACTOR AND APPROVED BY THE ENGINEER.
3. FOR AREAS OF DEEP CUT (OVER 14' DEPTH), THE REPAIR AREA SHALL BE MEASURED BASED ON THE EXISTING WIDTH OF THE ROADWAY FOR SEWER LINES ALONG AND IN THE ROADWAY OR 20' MAX WIDTH FOR SEWER LINES CROSSING A ROADWAY.
4. FOR SEWER LINES INSTALLED ALONG THE EDGE OF EXISTING ROADWAY, REPAIRS WIDTHS SHALL BE HALF OF ALL MAX. WIDTHS NOTED ABOVE.



TREATED WOOD PIPE PIERS

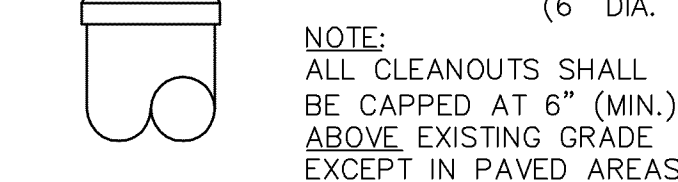


STANDARD COVER & FRAME DF-25(7) J.S.
OR V-1115 (HOLES IN VULCAN COVERS
SHALL BE SEALED BY WELDING) ONLY
WATERTIGHT COVER & FRAME V-2357 OR
DF-25(7)W.T. ONLY

STANDARD MANHOLE COVERS



WATERTIGHT SECTION



TYPICAL STUB OUT PLAN FOR SERVICE LINE

SEWER INSTALLATION DETAILS

COMPREHENSIVE SEWER IMPROVEMENTS - PHASE III
CITY OF HATTIESBURG
FORREST COUNTY, MISSISSIPPI



P.O. BOX 1711
HATTIESBURG, MISSISSIPPI, 39403-1711
301 SECOND AVENUE
HATTIESBURG, MISSISSIPPI, 39401
HTTP://WWW.SD-W.COM
P: (601) 544 - 1821
F: (601) 544 - 0505

Drawn by: RES	Checked by: KDW
Date: 08-06-2012	Scale: NOT TO SCALE
Drawing No.: 1273-S003	Sheet No. <u>24</u>

VEGETATION SCHEDULE	
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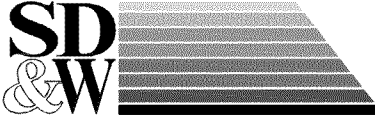
EROSION CONTROL ITEMS		SEASONAL APPLICATIONS – DATES & RATES				REQUIREMENTS
		SPRING & SUMMER		FALL & WINTER		
PAY ITEM NO.	ITEMS	RATES	DATES	RATES	DATES	
211–B001	TOPSOIL FOR SLOPE TREATMENT (LVM)	4" THICK	MARCH 1 TO SEPTEMBER 1	4" THINK	SEPTEMBER 1 TO MARCH 1	TOPSOIL REQUIRED ON SLOPES DETERMINED 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
213–C001	SUPER PHOSPHATE	0.5 TON / ACRE (EST)	MARCH 1 TO SEPTEMBER 1			SUPER PHOSPHATE (FOR BID ITEM PURPOSES)
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
214–A003	SEEDING (TALL FESCUE)			15 LBS / ACRE	AUGUST 15 TO MARCH 15	SEED REQUIRED IN DISTURBED AREAS
214–A004	SEEDING (CRIMSON CLOVER)			20 LBS / ACRE	AUGUST 15 TO MARCH 15	SEED REQUIRED ON DISTURBED AREA
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
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 REQUIRE TREATMENT.
- ⑤ THIS ITEM MAY BE OMITTED ON AREAS SELECTED BY THE ENGINEER.
- ⑥ BAHIA GRASS WILL NOT BE PERMITTED AS A MULCH MATERIAL.
- ⑦ PROPOSAL QUANTITIES ESTIMATED ON THE BASIS THAT 75% OF THE ACREAGE SEEDING MAY REQUIRE TOPSOIL

TEMPORARY EROSION CONTROL ITEMS REQUIRED FOR DETOURS

<u>ITEM</u>	<u>RATE</u>	<u>SEASONAL LIMITATIONS</u>
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
MISCELLANIOUS DETAILS			
CUMPREHENSIVE SEWER IMPROVEMENTS - PHASE III			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			



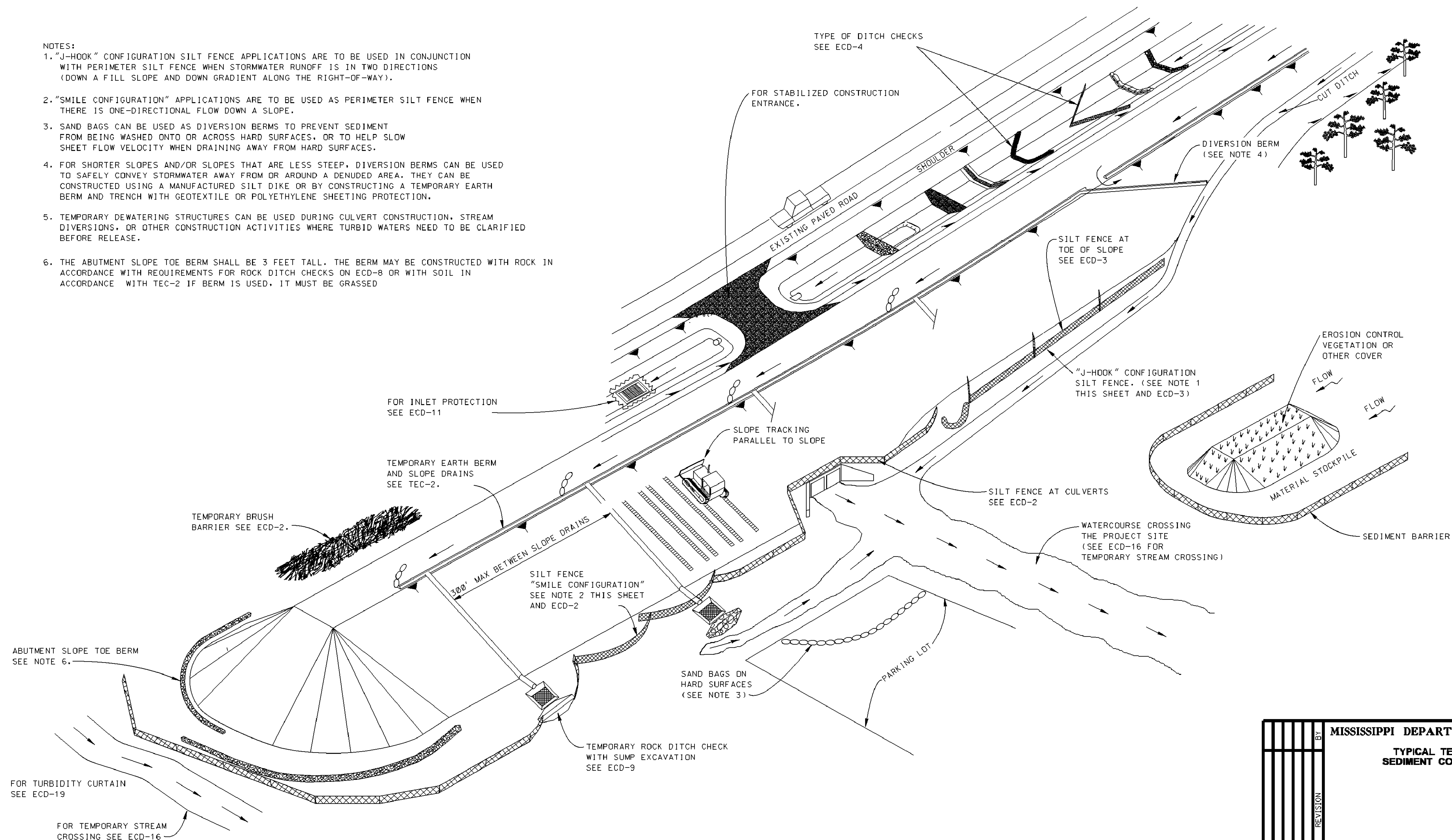
P.O. BOX 1711
HATTIESBURG, MISSISSIPPI, 39405-1711

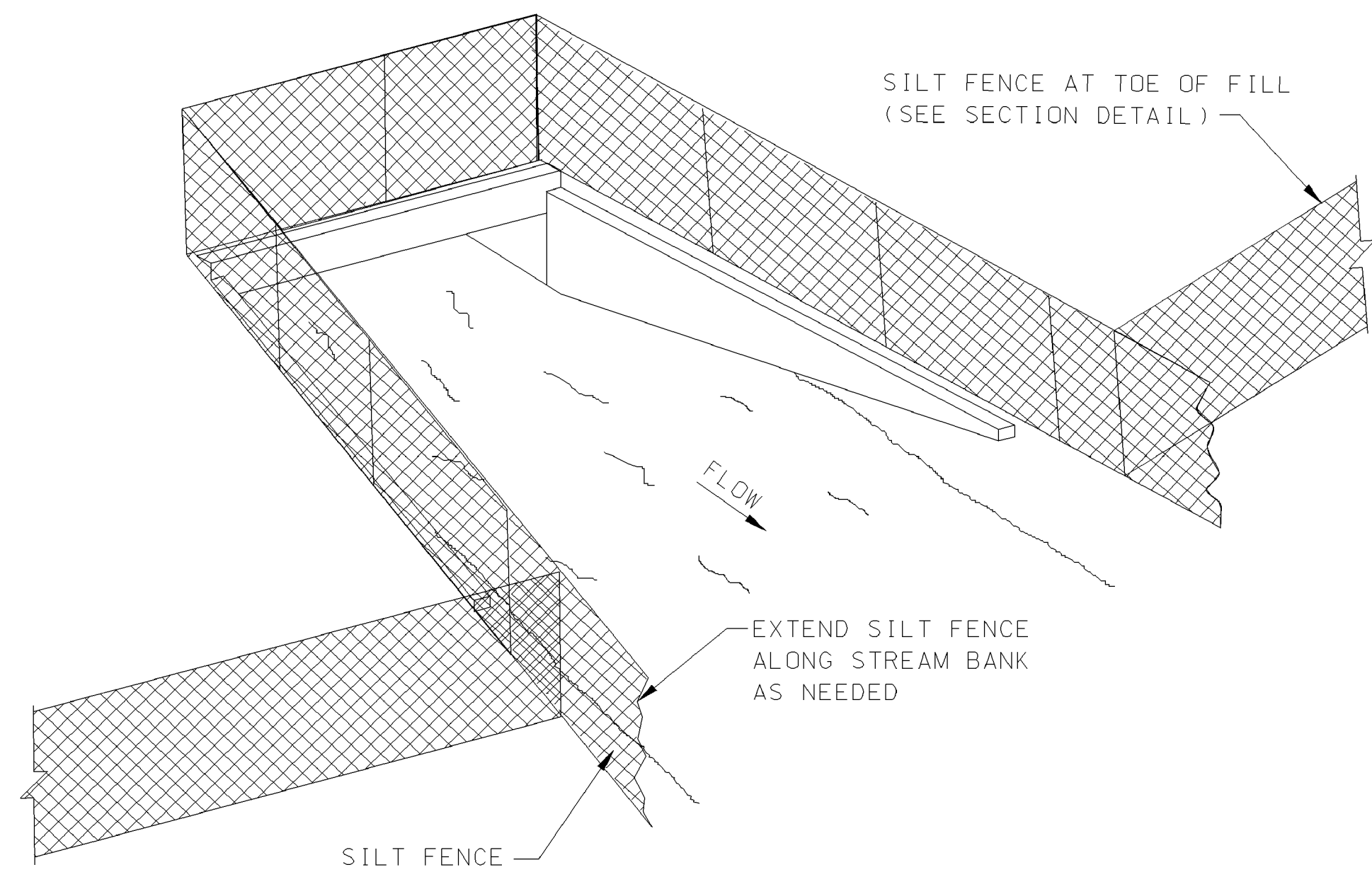
301 SECOND AVENUE
HATTIESBURG, MISSISSIPPI, 39401
HTTP://WWW.SD-W.COM
F: (601) 544-1021
T: (601) 544-1001

SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS

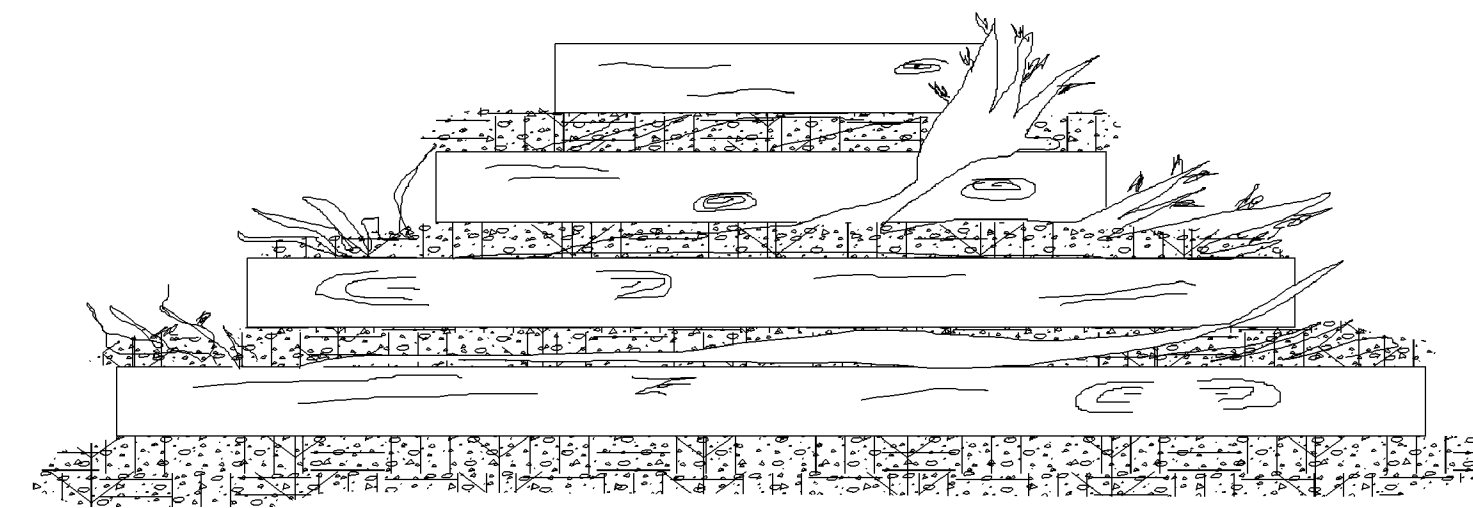
Drawing by: RES	Checked by: KDW
Date: 08--06--2012	Scale: NOT TO SCALE
Drawing No.: 1273-S003	Sheet No. <u>25</u>

- 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

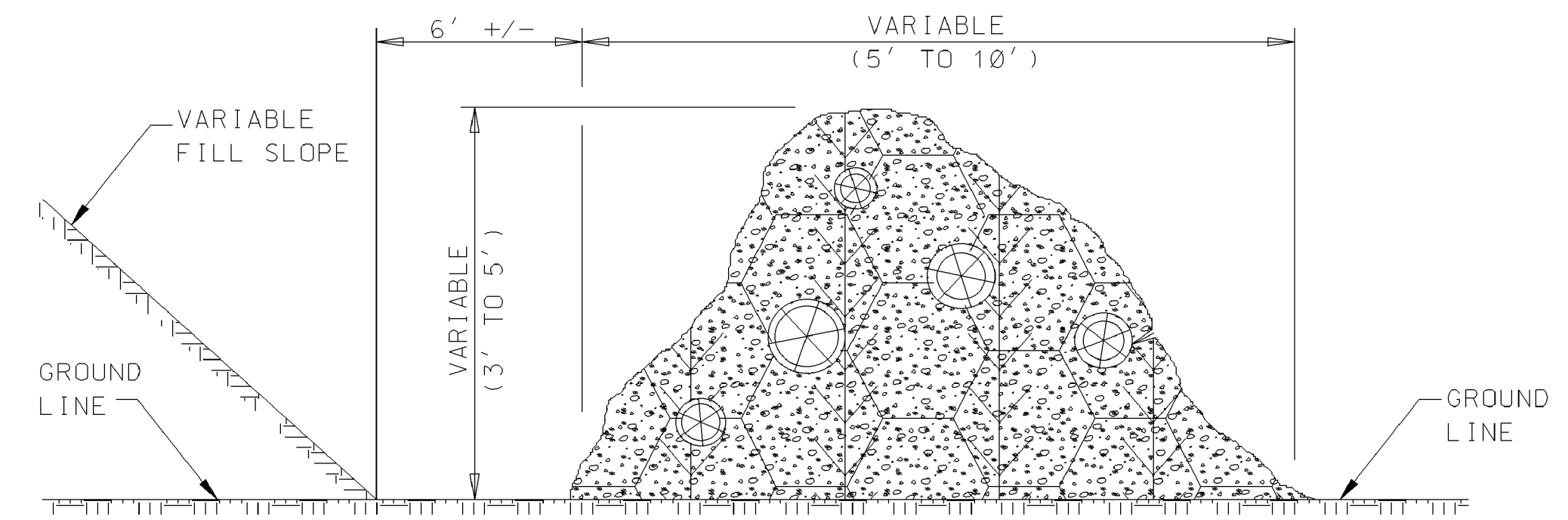
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SEDIMENT BARRIER AT CROSS DRAIN



FRONT ELEVATION



SIDE ELEVATION

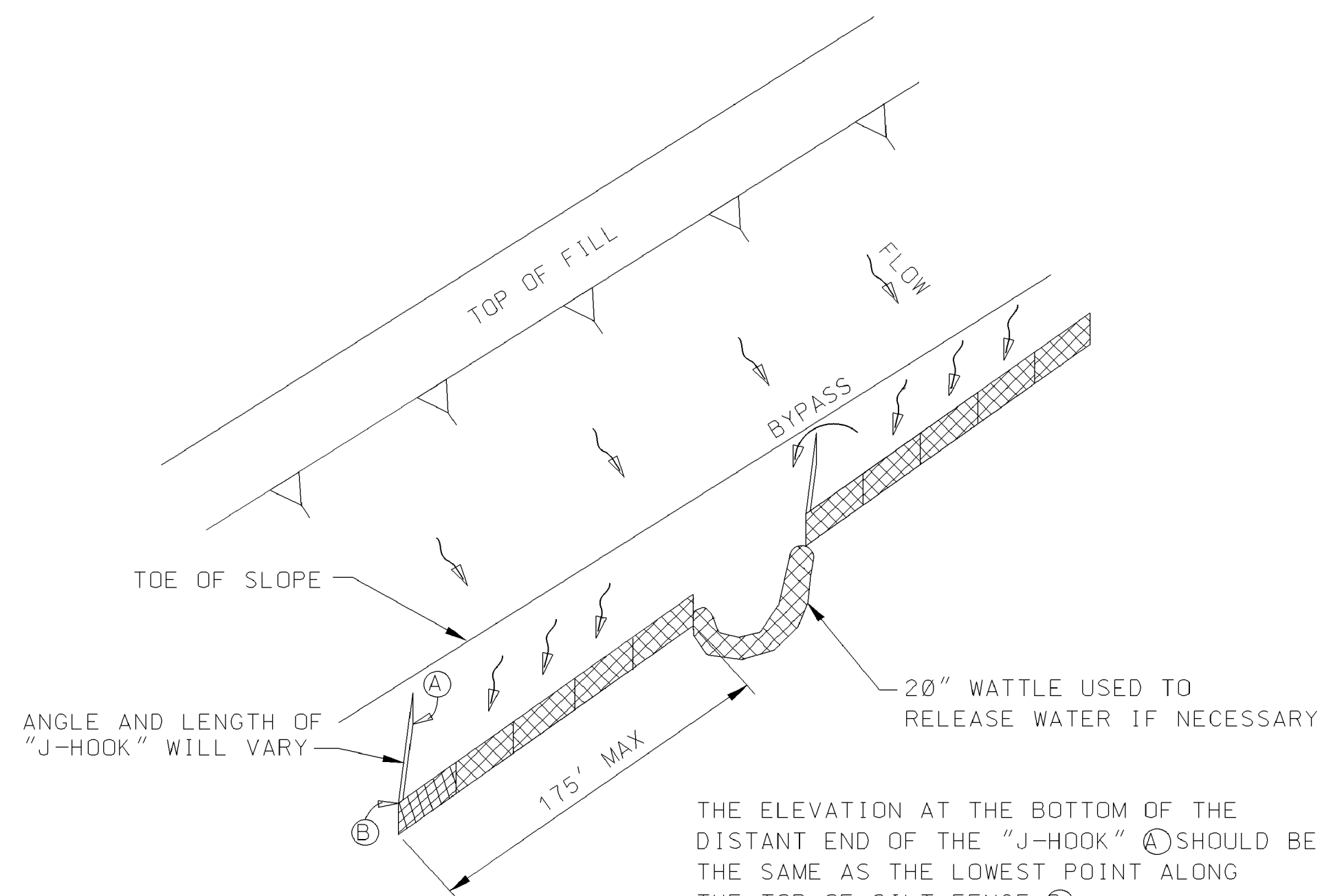
TEMPORARY BRUSH BARRIER

NOTES:

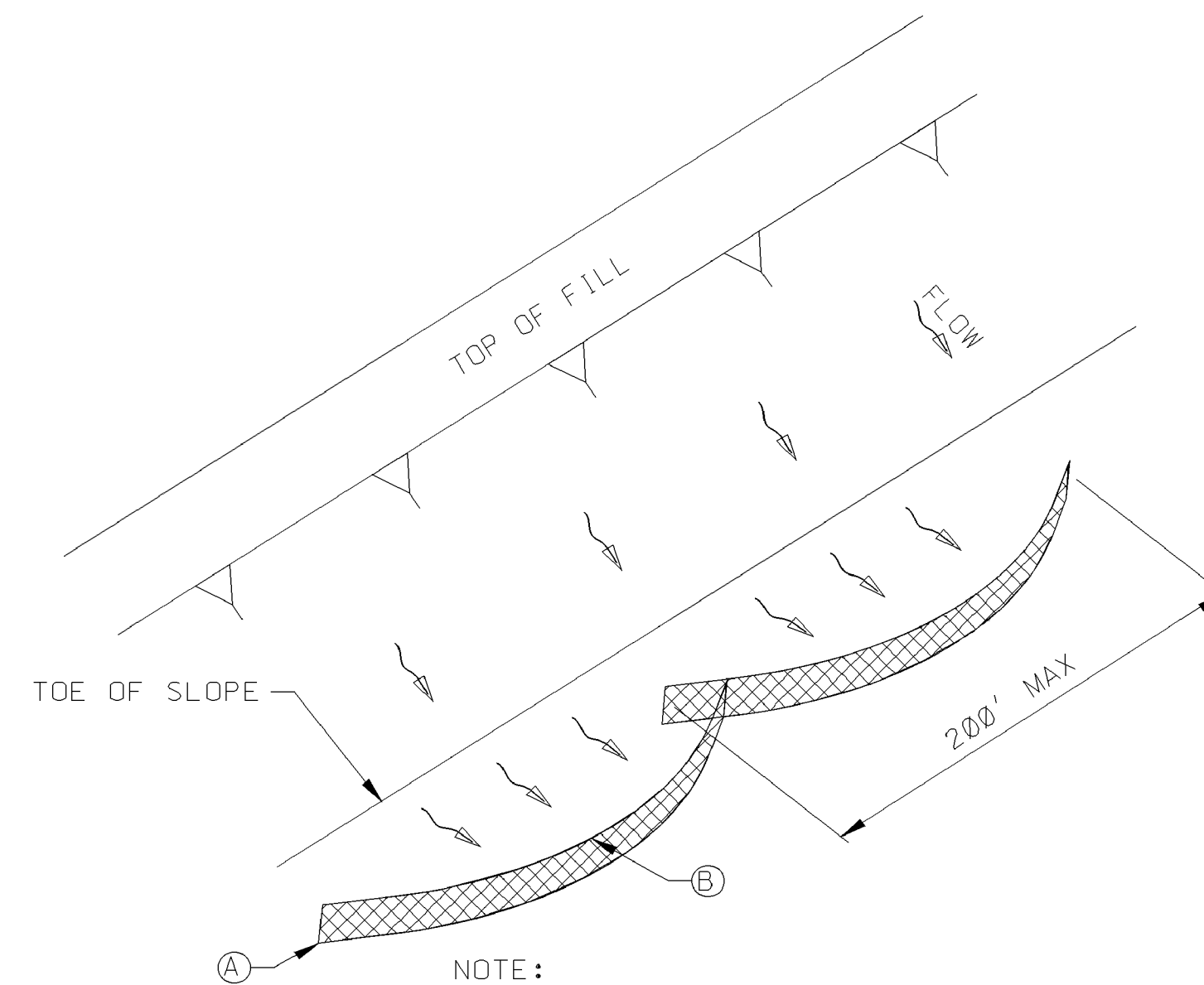
1. BRUSH BARRIER MAY BE USED WHERE NATURAL GROUND IS LEVEL OR SLOPING AWAY FROM PROJECT.
2. PLACE BRUSH, LOG AND TREE LAPS APPROXIMATELY PARALLEL TO TOE OF FILL SLOPE WITH SOME OF THE HEAVIER MATERIALS BEING PLACED ON TOP TO PROPERLY SECURE THE BARRIER AS DETAILED AT LOCATIONS SHOWN ON PLANS OR AS DIRECTED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

NOTE:

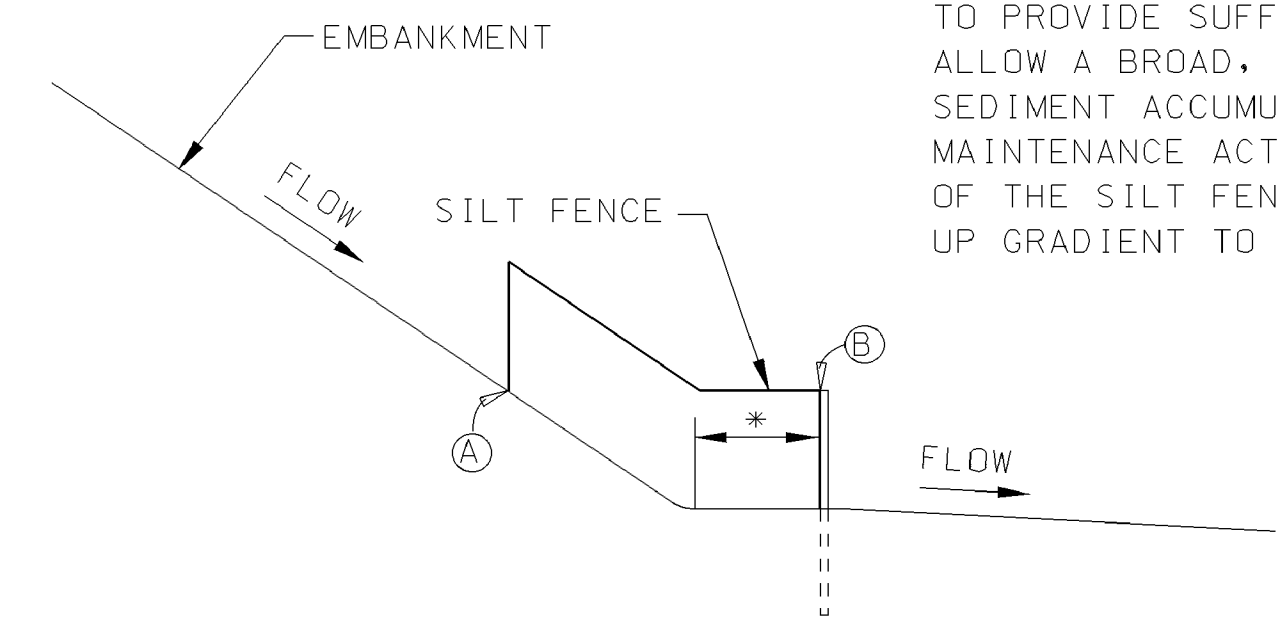
1. ANCHOR AND INSTALL SILT FENCE PER DETAILS SHOWN ON ECD-3



"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	27		

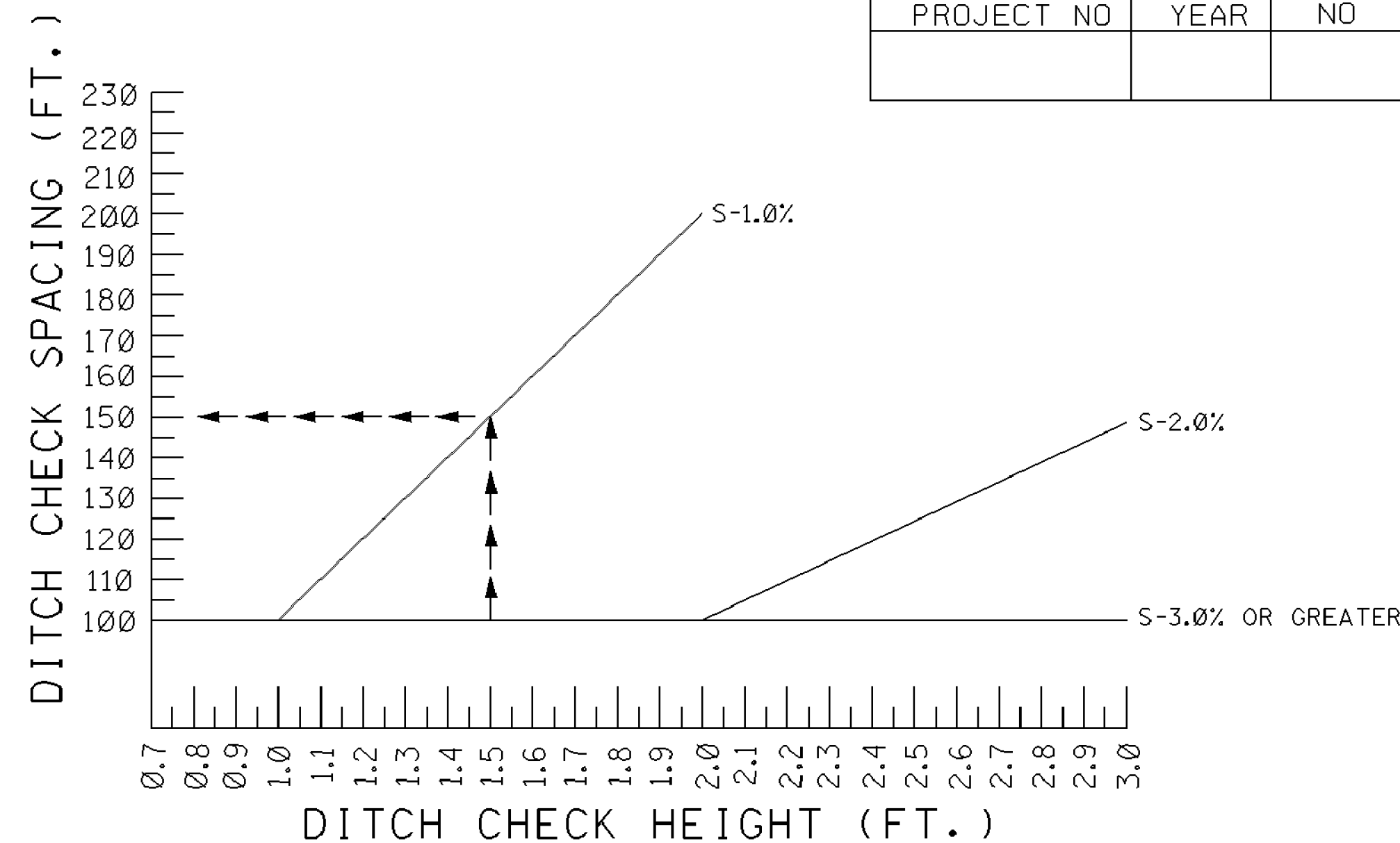
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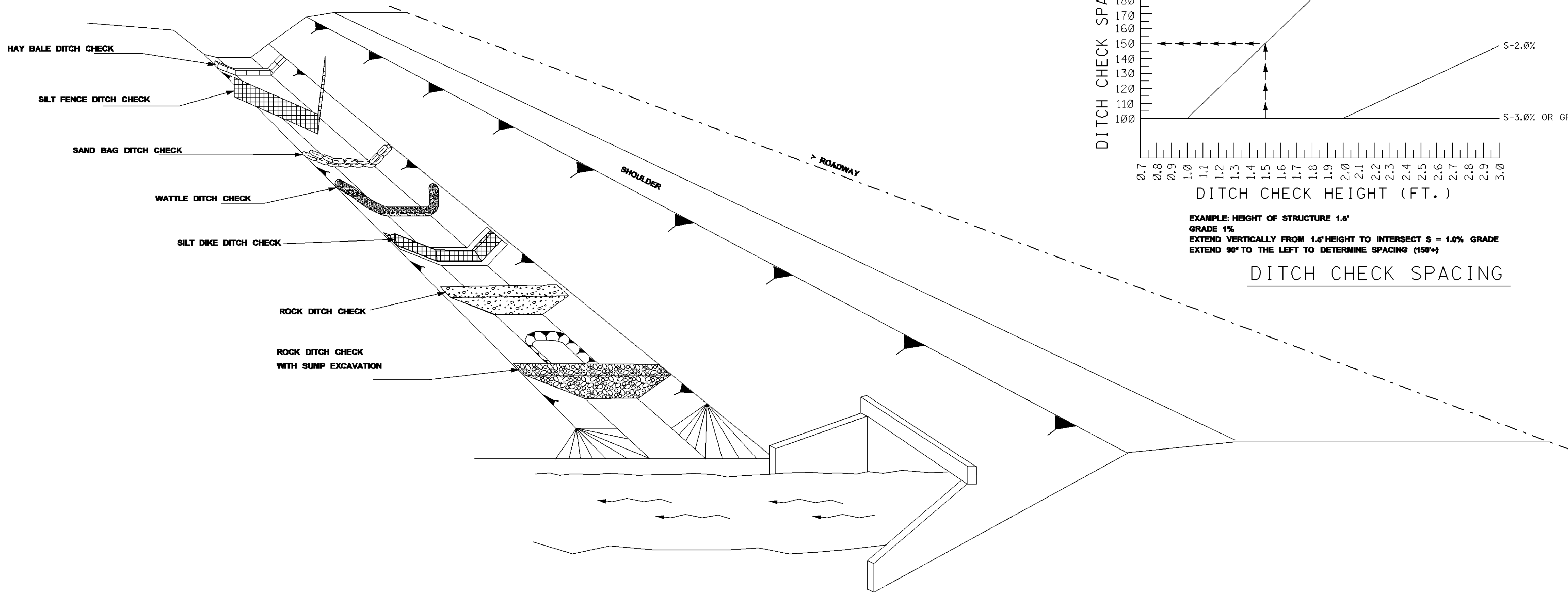
NOTES:

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.

DRAWING No.: 1273-S003



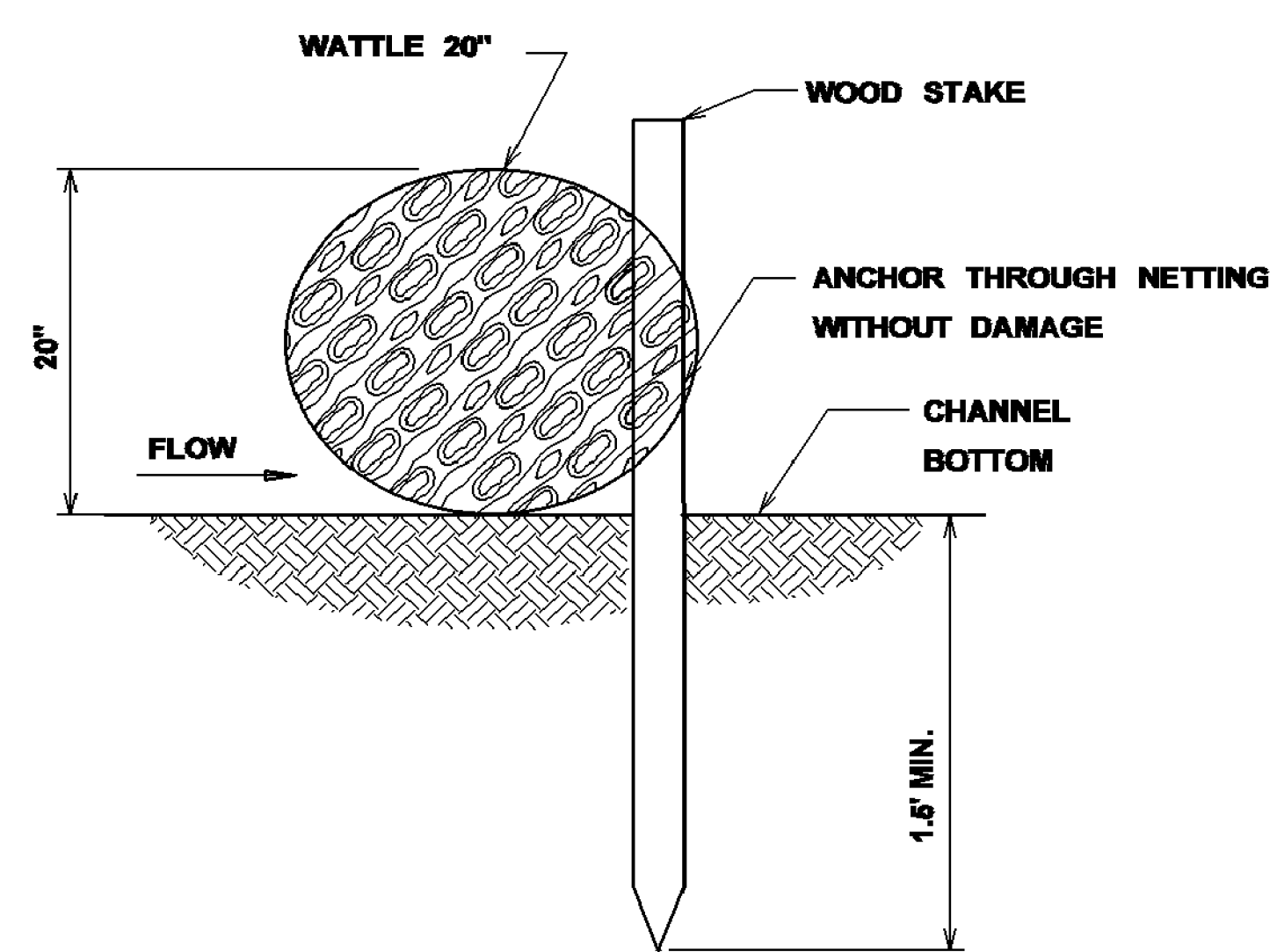
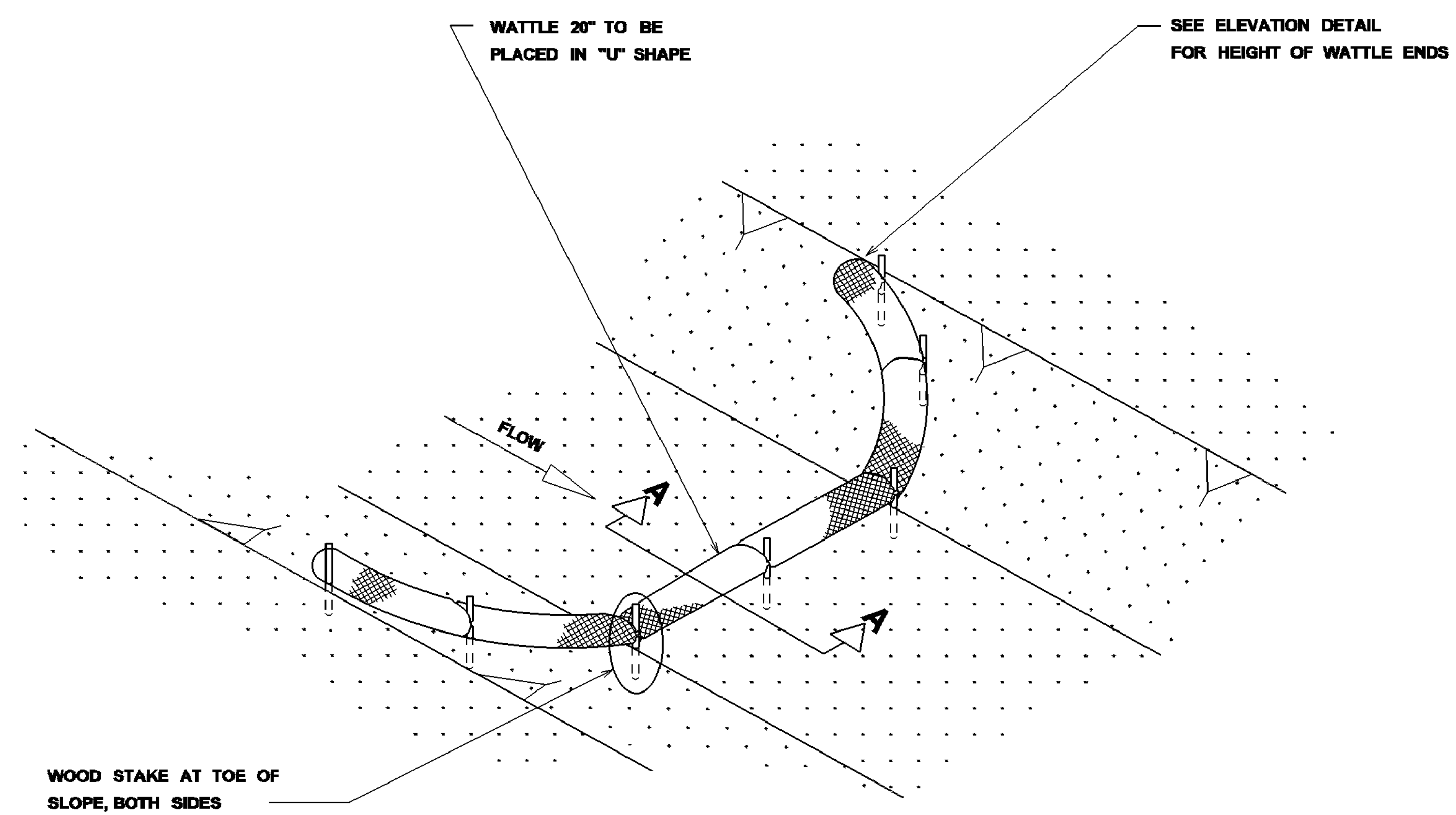
DITCH CHECK SPACING



NOTES:

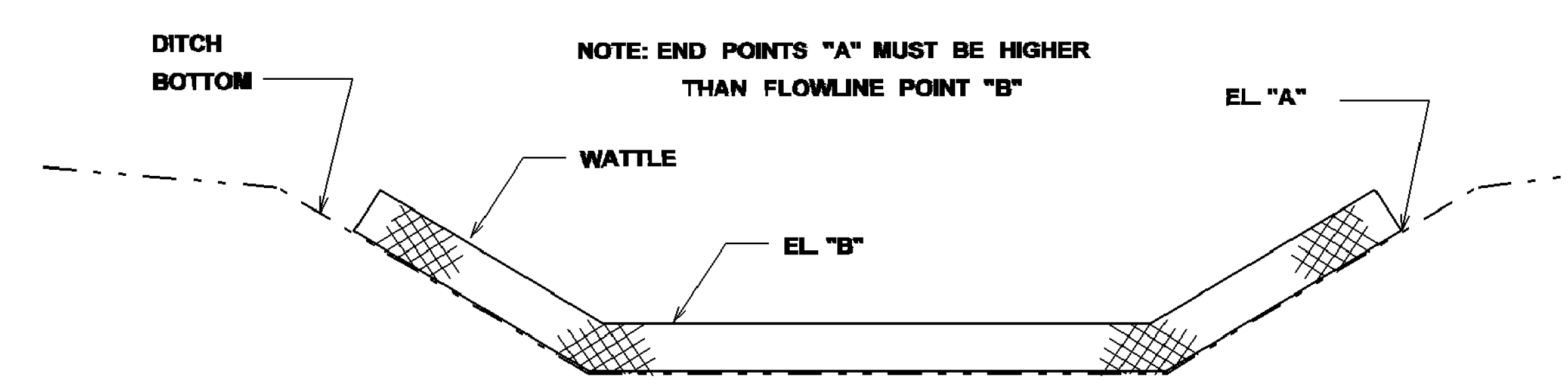
1. THE DITCH CHECK PERSPECTIVE ILLUSTRATES A TOOL BOX OF TEMPORARY PRACTICES THAT MAY BE USED. DITCH CHECKS ARE INSTALLED TO CONTROL RUNOFF VELOCITY AND THUS REDUCE EROSION AND PROVIDE FOR TRAPPING OF SEDIMENTS.
2. SELECTION OF THE APPROPRIATE DITCH CHECK SHOULD BE A FUNCTION OF CONSTRUCTION PHASE, DRAINAGE 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	
WORKING NUMBER ECD-4	SHEET NUMBER 29
FILENAME: EROSION CONTROL/ECD-4.DGN	DESIGN TEAM
DATE	CHECKED
DATE	DATE



SECTION A-A

DETAIL (DITCH CHECK)



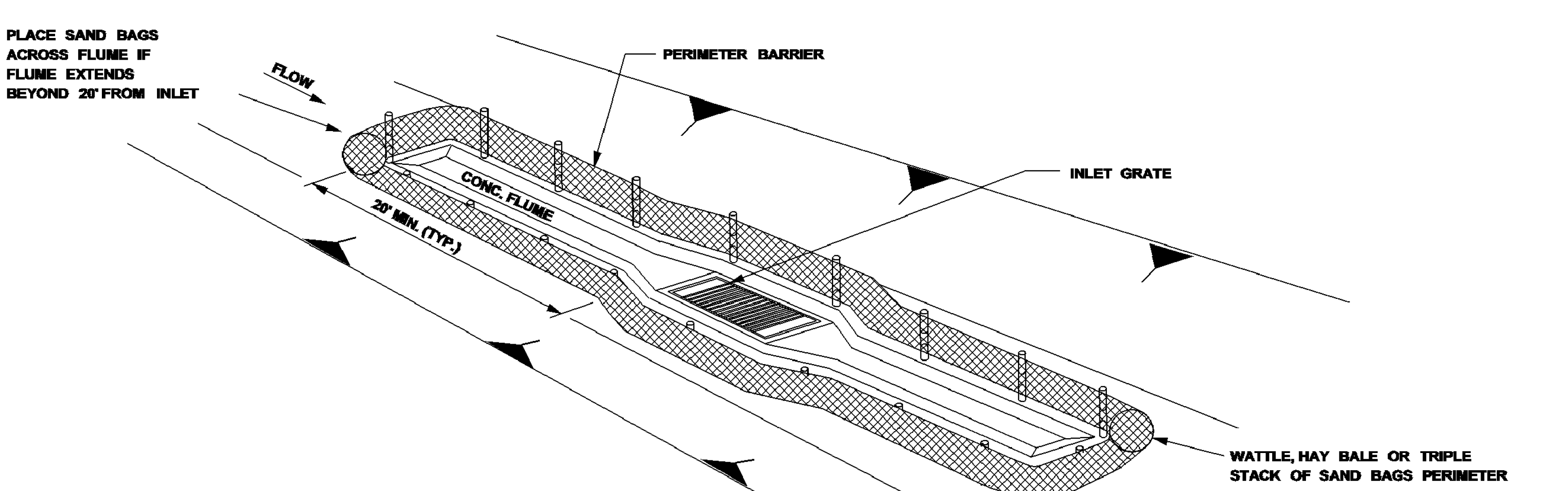
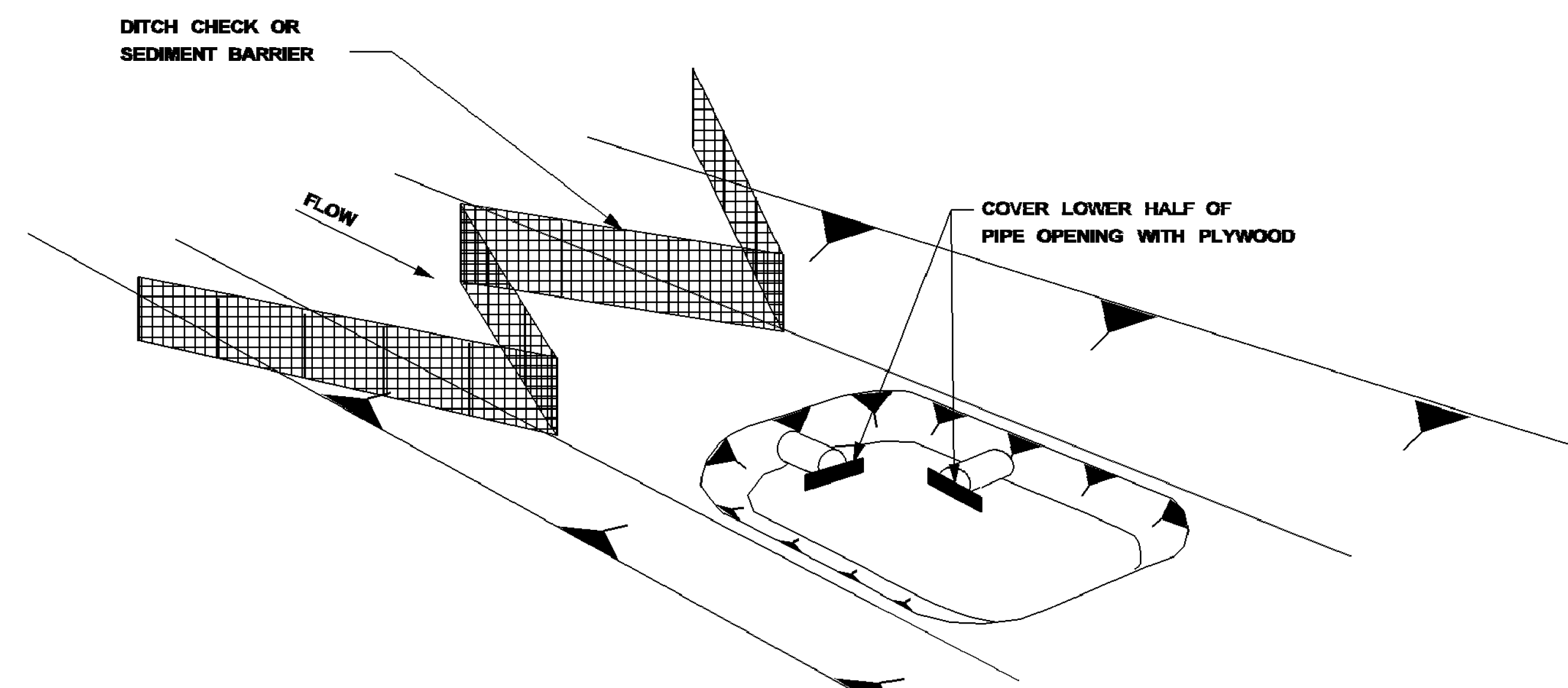
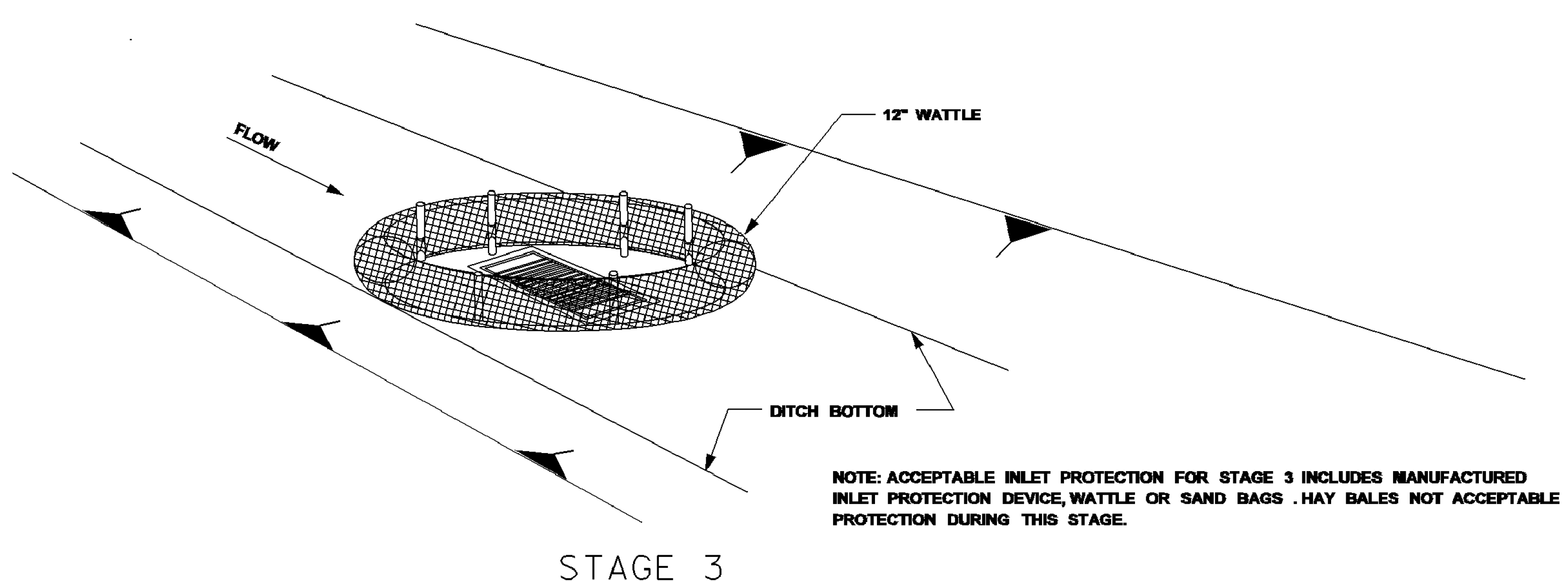
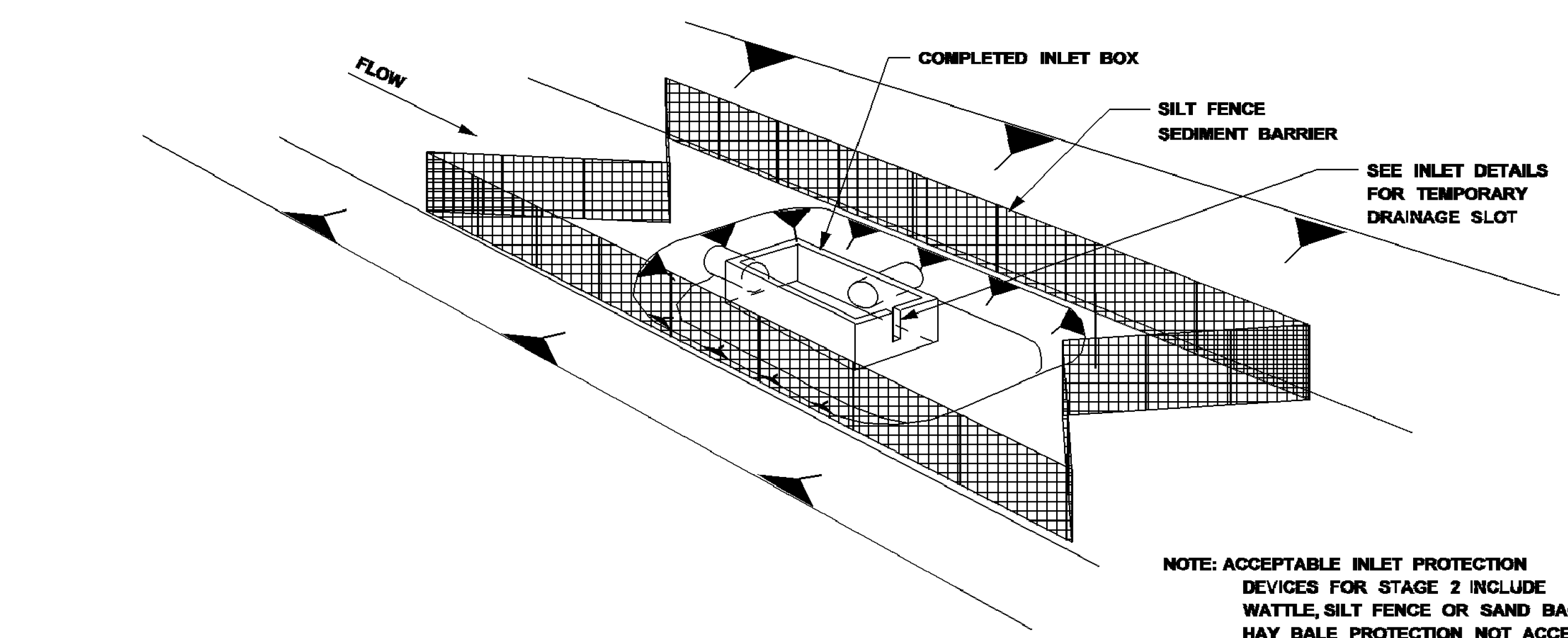
ELEVATION DETAIL

- 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.

WATTLE DITCH CHECK SELECTION GUIDELINES

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

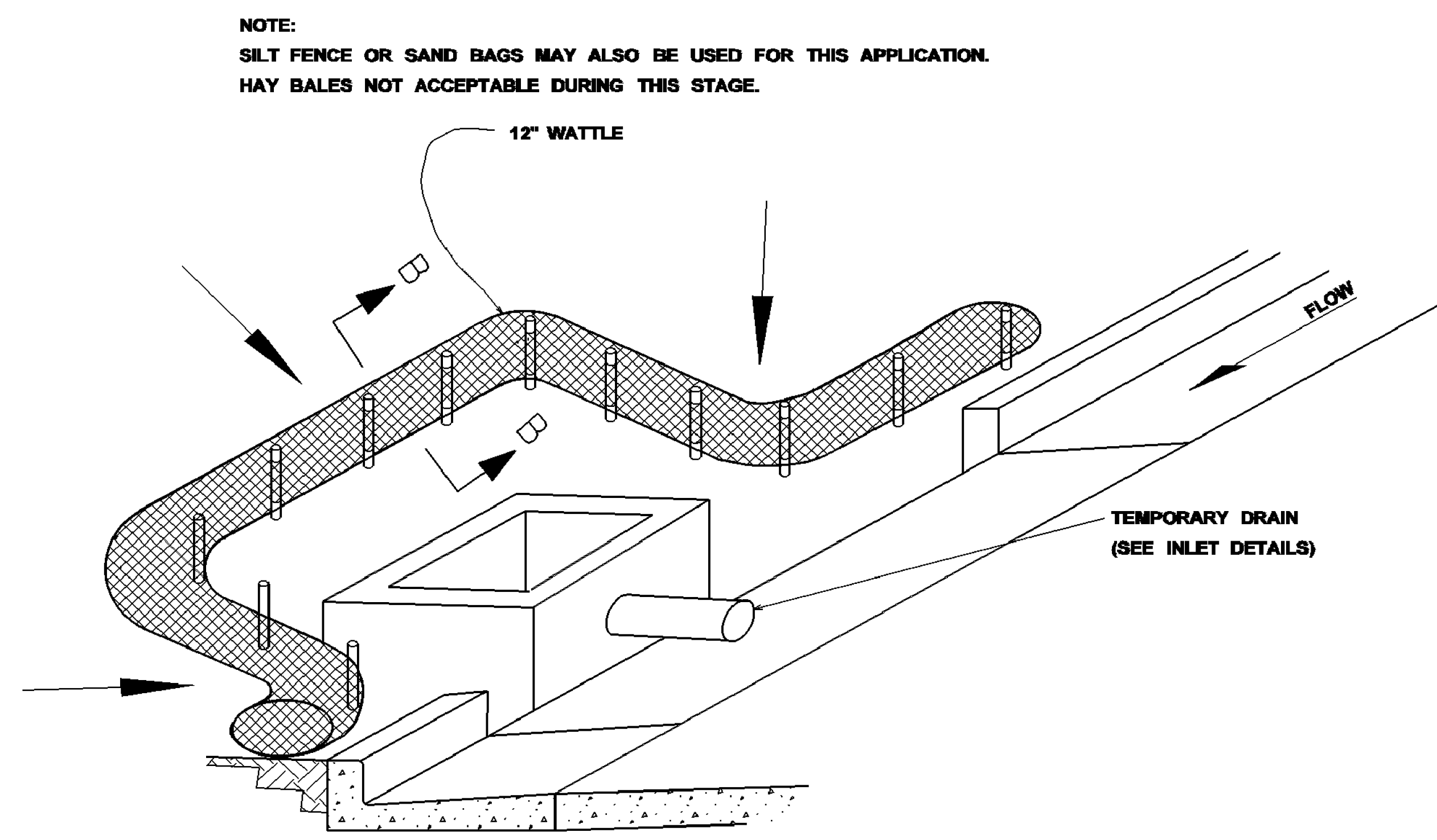
MISSISSIPPI DEPARTMENT OF TRANSPORTATION			
DETAILS OF EROSION CONTROL			
WATTLE DITCH CHECK			
DATE	REVISION	BY	WORKING NUMBER
FILENAME: EROSION CONTROL ECD-6.DGN			ECD-6
DESIGN TEAM	CHECKED	DATE	SHEET NUMBER
			30



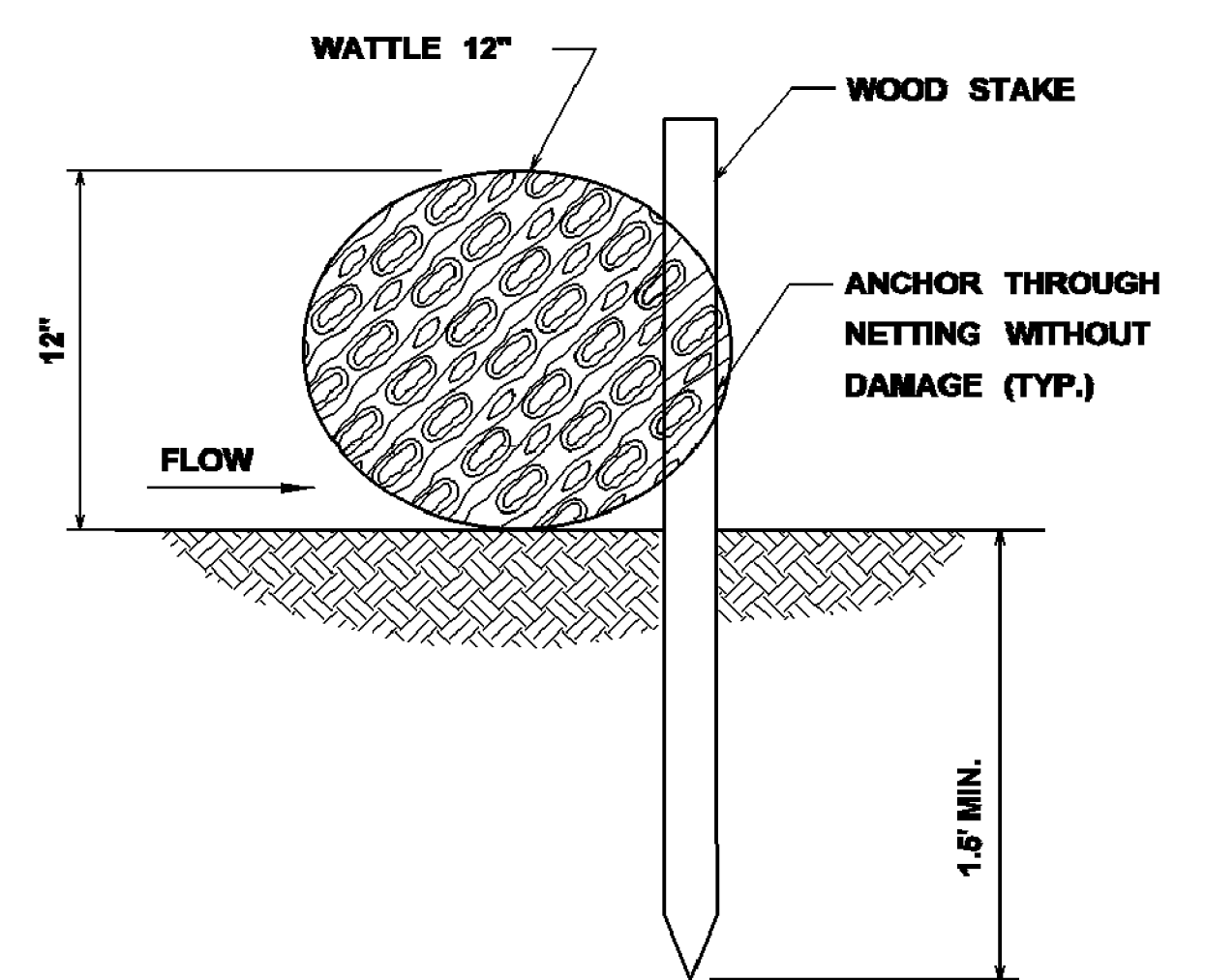
DITCH INLET CONSTRUCTION STAGES

- NOTES:
- FOUNDATION BACKFILL SHOULD BE PLACED IN STAGE 1 IMMEDIATELY AFTER PIPE INSTALLATION. INLET CONSTRUCTION SHOULD COMMENCE AS SOON AS POSSIBLE AND BE CONTINUOUS THROUGH COMPLETION.
 - CONFIGURATIONS MAY BE ADJUSTED WITH APPROVAL OF THE ENGINEER FOR TRAVELWAY SAFETY, WATER FLOW, SOIL OR INSTALLATION CHALLENGES.
 - DURING STAGE 1 AND STAGE 2, SILT FENCE MAY BE REQUIRED UPSLOPE OF THE INLET EXCAVATION AS DIRECTED BY THE ENGINEER.
 - IF SILT FENCING IS INSTALLED AROUND THE INLET EXCAVATION IT SHOULD BE PLACED IN A CONFIGURATION THAT WILL ALLOW INLET CONSTRUCTION.

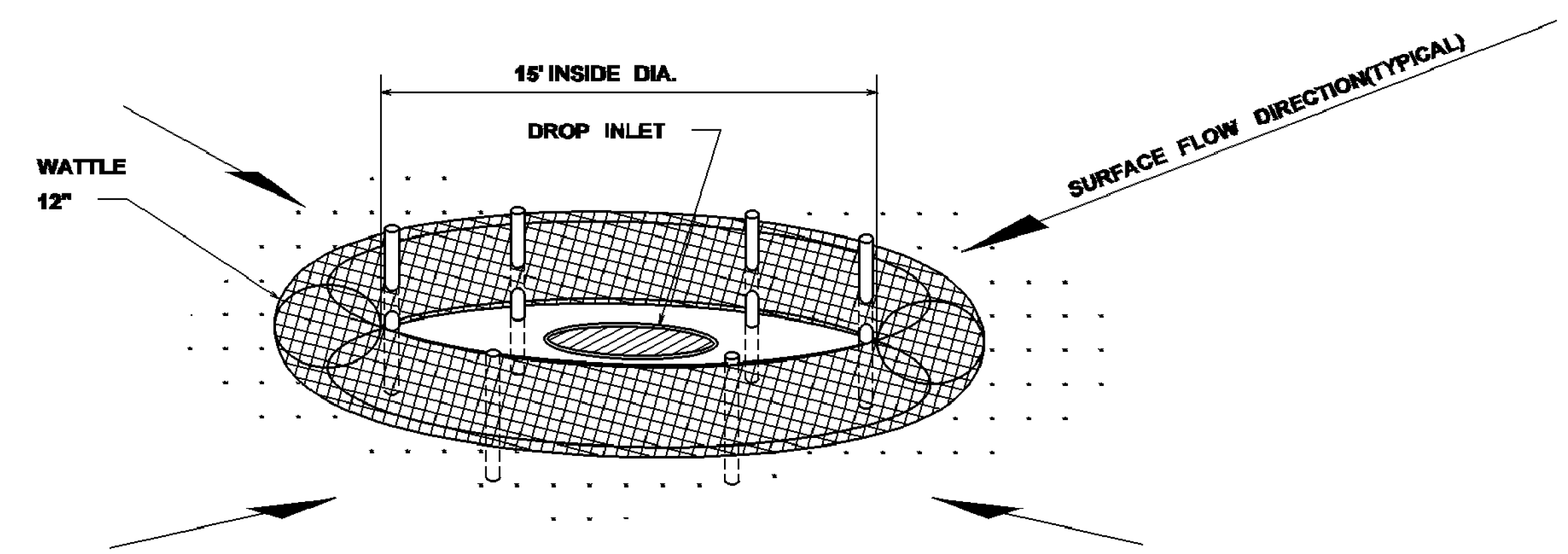
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INLET PROTECTION			
TYPICAL APPLICATIONS AND DETAILS			
WORKING NUMBER	ECD-10		
SHEET NUMBER	31		
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DESIGN TEAM	CHECKED	DATE	



CURB INLET PROTECTION (STAGE 2)
SINGLE OR DOUBLE WING INLET

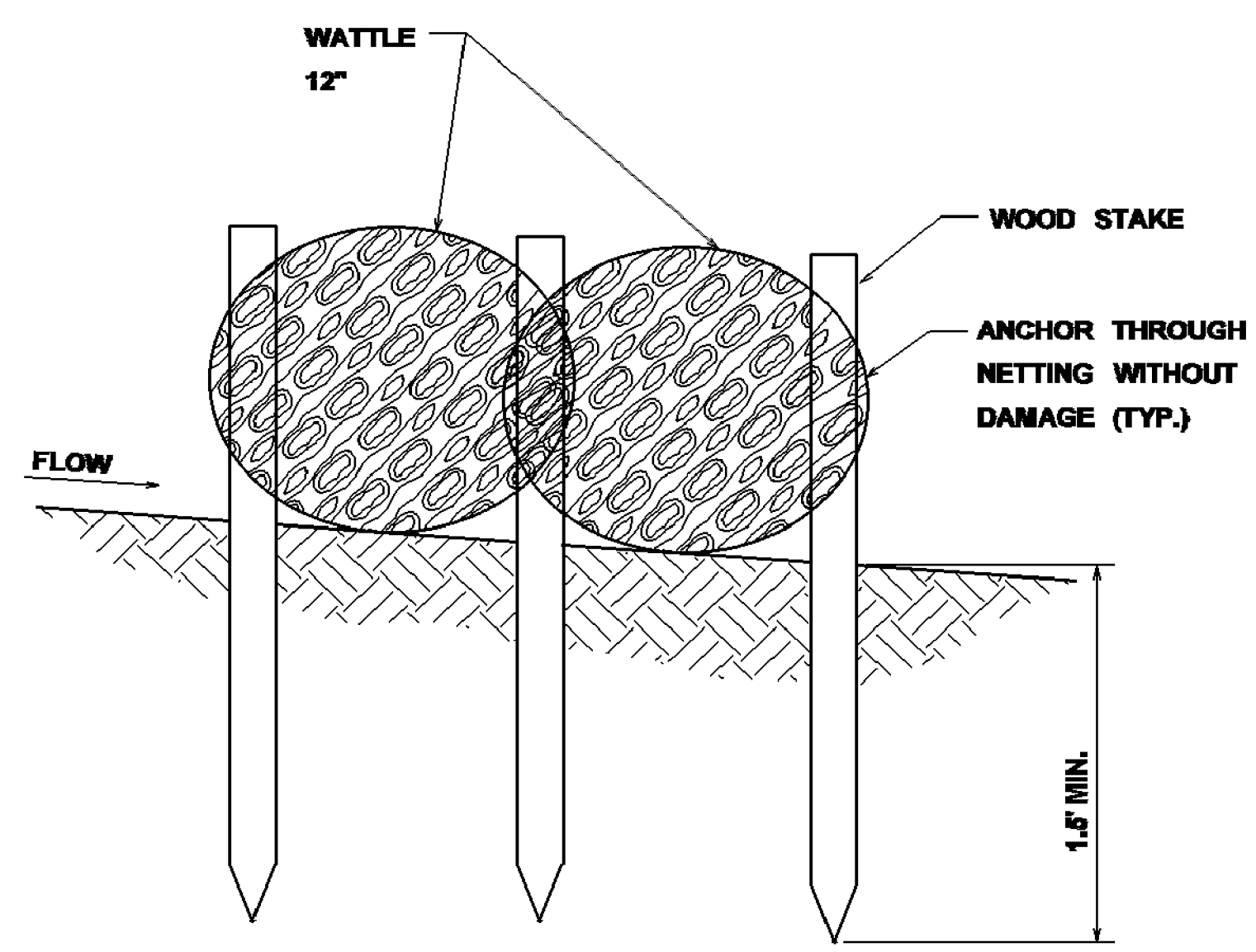


SECTION B-B



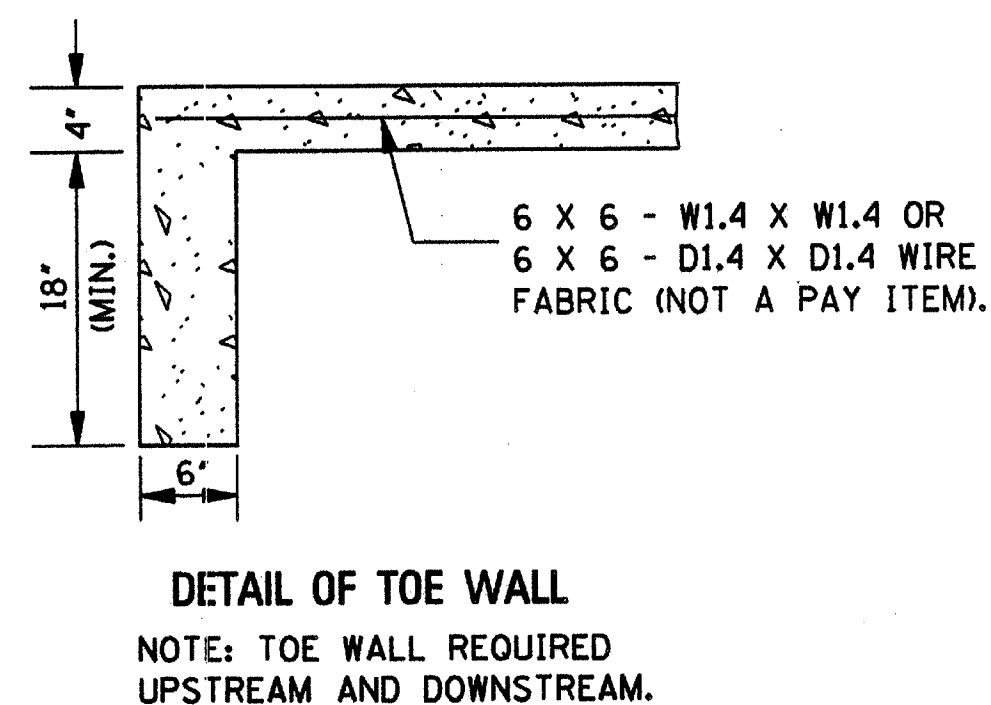
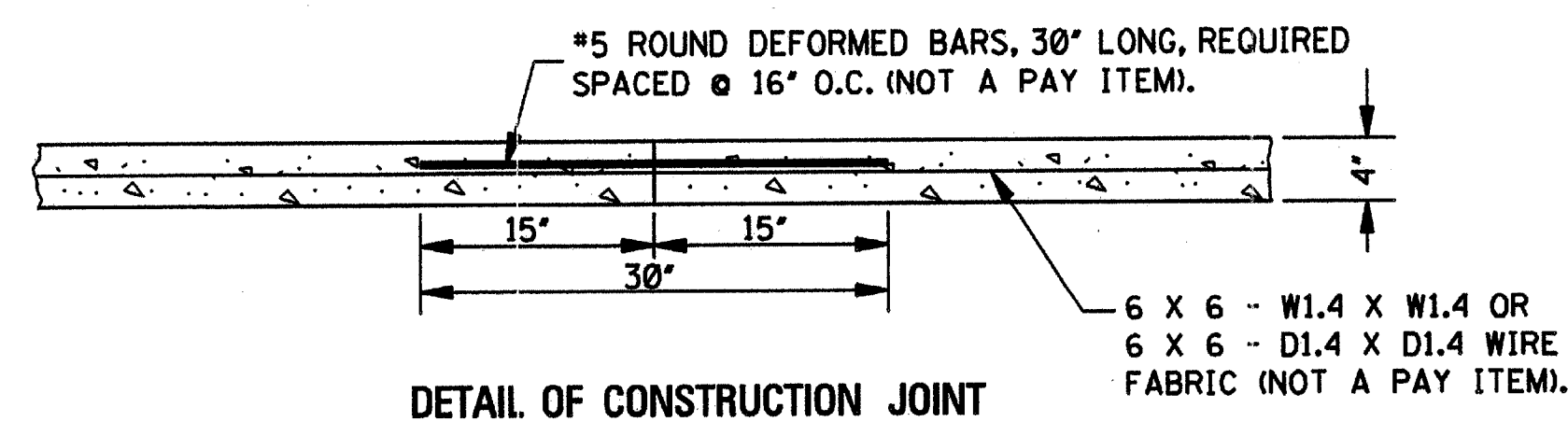
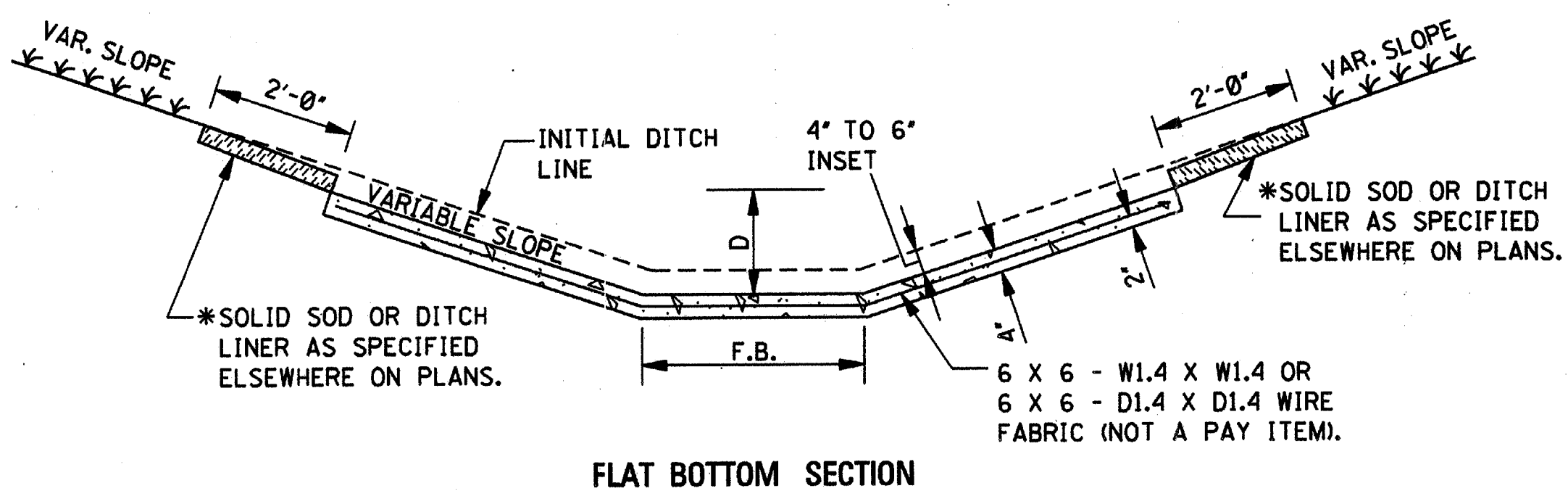
DROP INLET PROTECTION

- NOTES:
1. ANCHORING STAKES SHALL BE SIZED, SPACED, AND BE OF A MATERIAL THAT EFFECTIVELY SECURES THE WATTLE. STAKE SPACING SHALL BE A MAXIMUM OF THREE FEET.
 2. OVERLAP ENDS OF WATTLES PER MANUFACTURERS RECOMMENDATIONS (1' MIN., 3' MAX.).
 3. TRENCHING OF WATTLES MAY BE NECESSARY IF PIPING BECOMES EVIDENT.



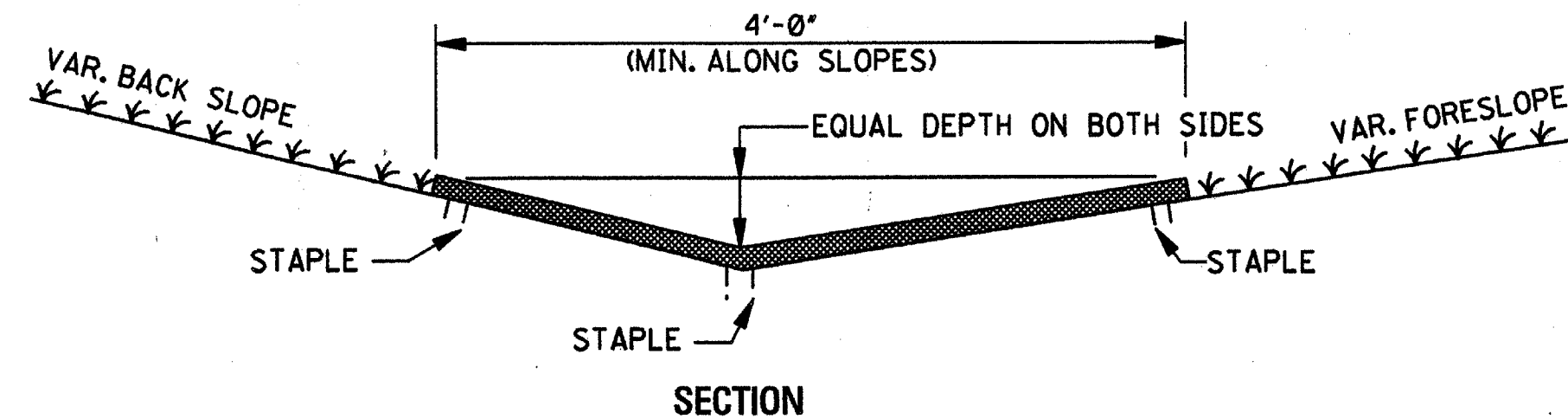
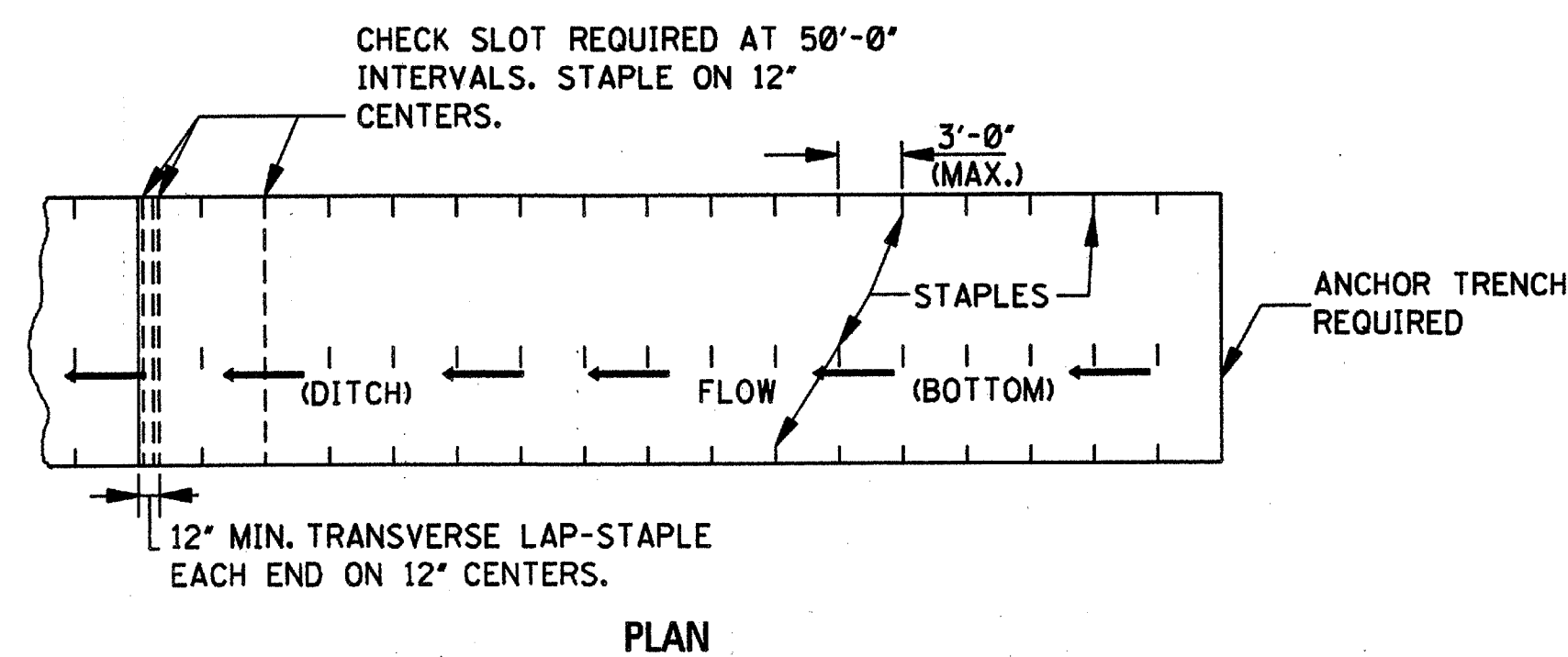
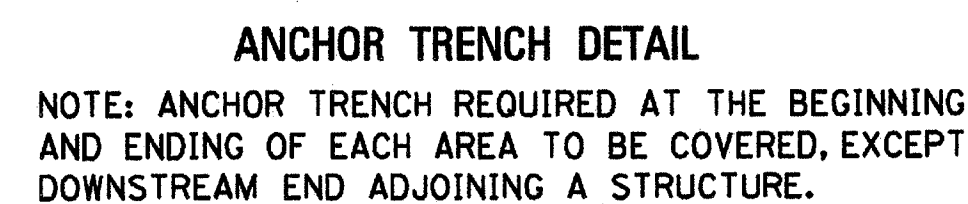
SECTION A-A

MISSISSIPPI DEPARTMENT OF TRANSPORTATION			
INLET PROTECTION DETAILS OF WATTLES			
WORKING NUMBER	ECD-12		
FILENAME:	EROSION CONTROL/ECD-12.DGN		
DESIGN TEAM	CHECKED	DATE	

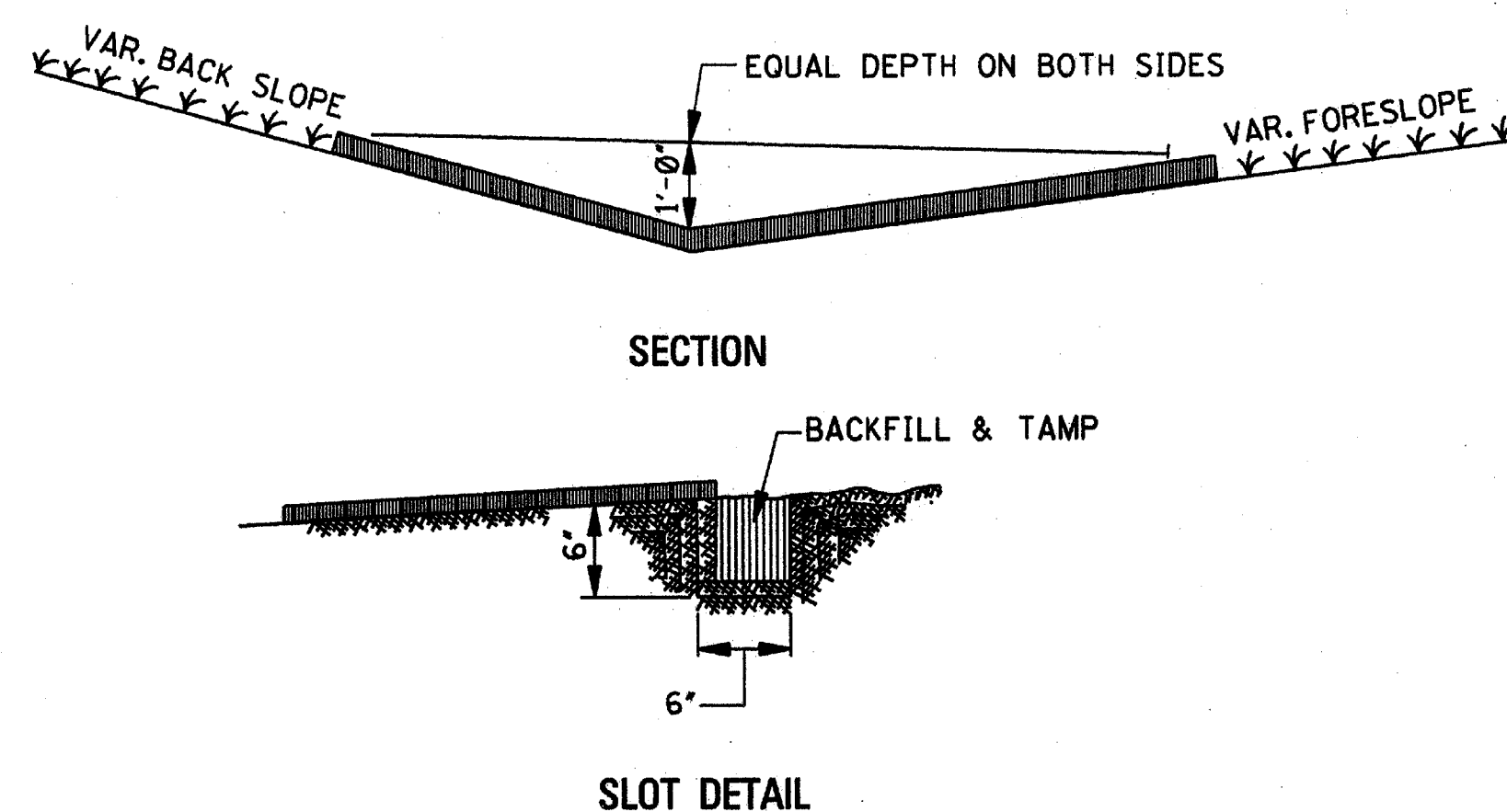


NOTES:

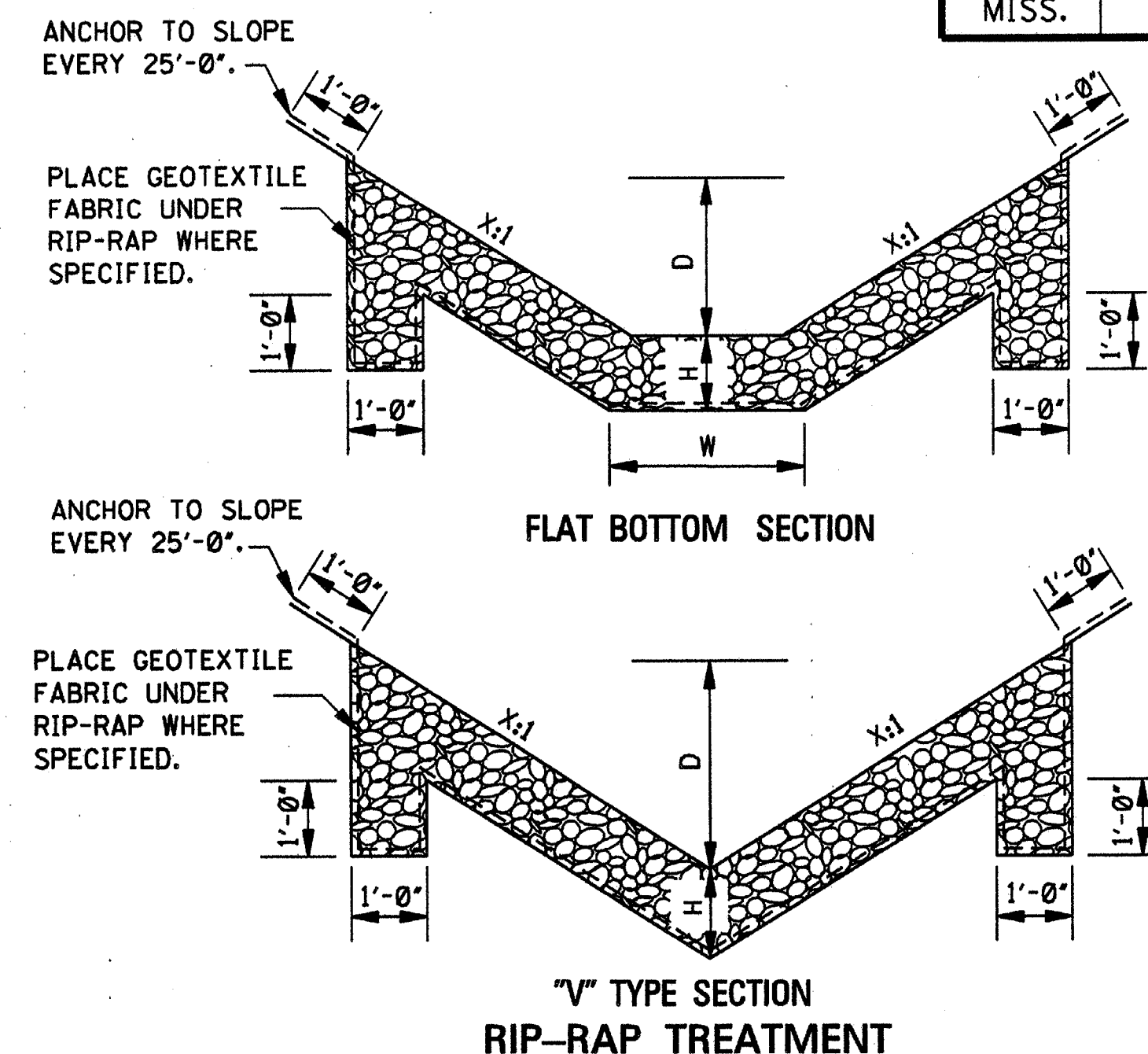
1. CONCRETE PAVED DITCHES SHALL BE GROOVED AT 20'-0" INTERVALS. THE GROOVES SHALL BE CUT TO A DEPTH OF NOT LESS THAN 1".
2. DIMENSIONS D & W ARE AS FOLLOWS:
D(MINIMUM) = 6"
D(NOMINAL) = 9"
W(MINIMUM) = 24"
3. CHAIR SUPPORTS FOR THE WIRE MESH WILL NOT BE REQUIRED. HOWEVER, THE CONTRACTOR SHALL PLACE THE WIRE MESH IN A SATISFACTORY AND WORKMANLIKE MANNER TO ENSURE THAT THE FINAL POSITION IS REASONABLY NEAR THE POSITION INDICATED.
- * 4. CENTER ROW OF STAPLES MAY BE OMITTED ON DITCH LINER.



NOTE: DITCHES TREATED WITH DITCH LINER
WILL BE VEGETATED PRIOR TO TREATMENT,
UNLESS OTHERWISE INDICATED.



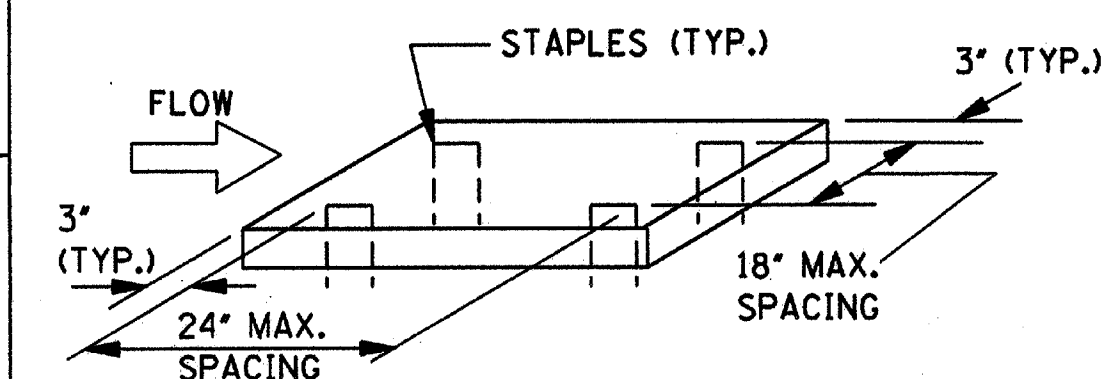
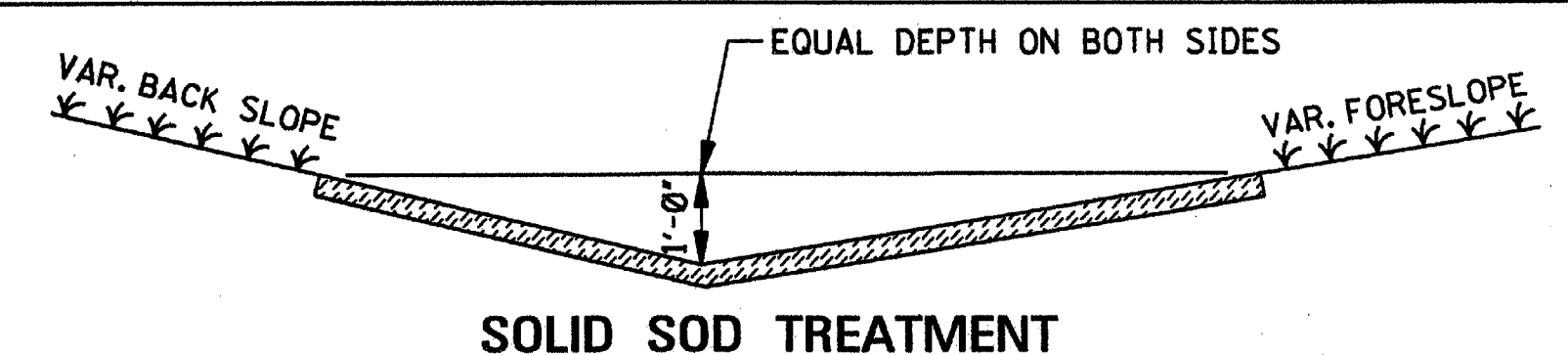
NOTE: UPGRADE AND DOWNGRADE ENDS OF THE BITUMINOUS TREATED ROVING SHALL BE BURIED IN A 6" MINIMUM VERTICAL SLOT AND THE SOIL TAMPED FIRMLY AGAINST IT.



NOTES:

1. DIMENSIONS D, W AND X ARE VARIABLE AND ARE SHOWN ELSEWHERE ON THE PLANS.
2. THE RIP-RAP SIZE AND MINIMUM DEPTH "H" FOR RIP-RAP TREATMENT ARE AS FOLLOWS.

RIP-RAP SIZE & MINIMUM DEPTH "H"	
H (in)	RIP-RAP SIZE (lbs)
12"	100
18"	300



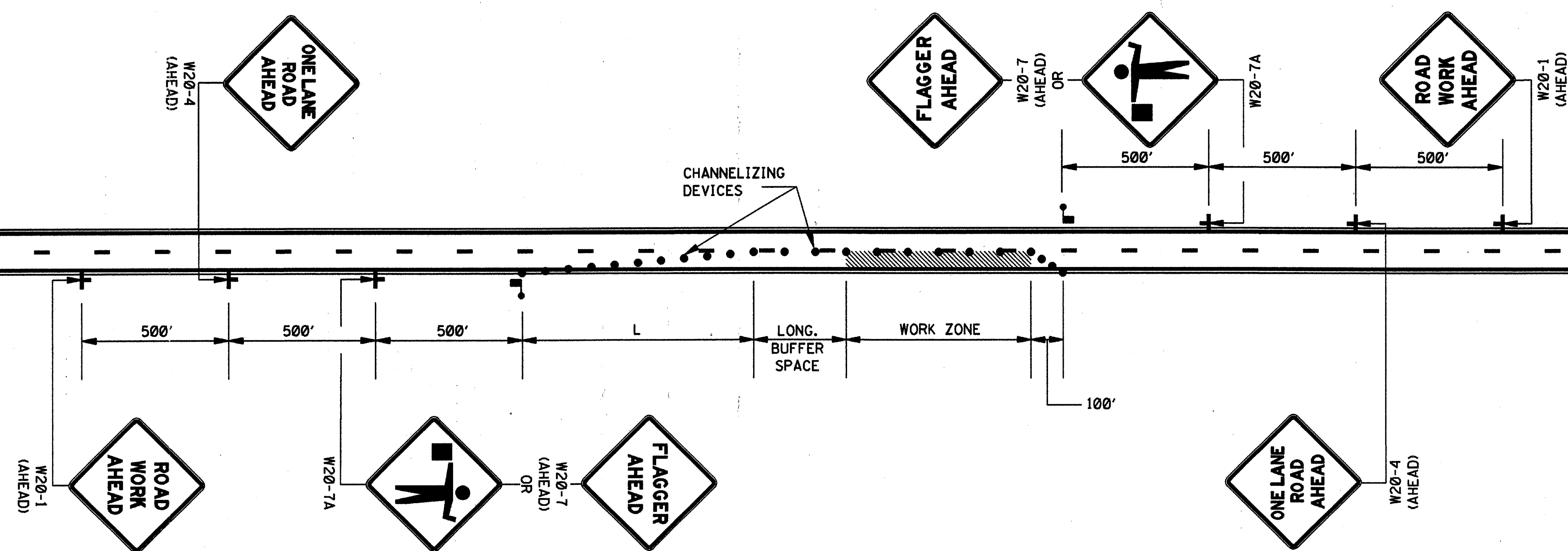
NOTE: SOLID SOD (STRIPS OR BLOCKS) ARE TO BE STAPLED, PINNED, PEGGED OR STAKED AT THE FOUR CORNERS OR AT THE MAXIMUM SPECIFIED SPACING.

GENERAL NOTE:

1. FOR LOCATION OF APPROPRIATE DITCH TREATMENTS, SEE PLAN SHEETS AS DENOTED BY THE FOLLOWING LEGEND OR AS DIRECTED BY THE ENGINEER:

 DITCH LINER
 BITUMINOUS TREATED ROVING
 SOLID SOD
 CONCRETE PAVED DITCH
 RIP-RAP

[illegible]



LEGEND

- FLAGGER
- CHANNELIZING DEVICES

GENERAL NOTES:

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

POSTED SPEED AND/OR DESIGN SPEED	MAXIMUM CHANNELIZING DEVICE SPACING (ft)		MINIMUM LONGITUDINAL BUFFER SPACE (ft)	TAPER † RATES
	TAPER	ALONG LANE LINE & WORK ZONE		
mph				
≤40	40	80	170	27:1
45	45	90	220	45:1
50	50	100	280	50:1
55	55	110	335	55:1
60	60	120	415	60:1
65	65	130	485	65:1
70	70	140	575	70:1

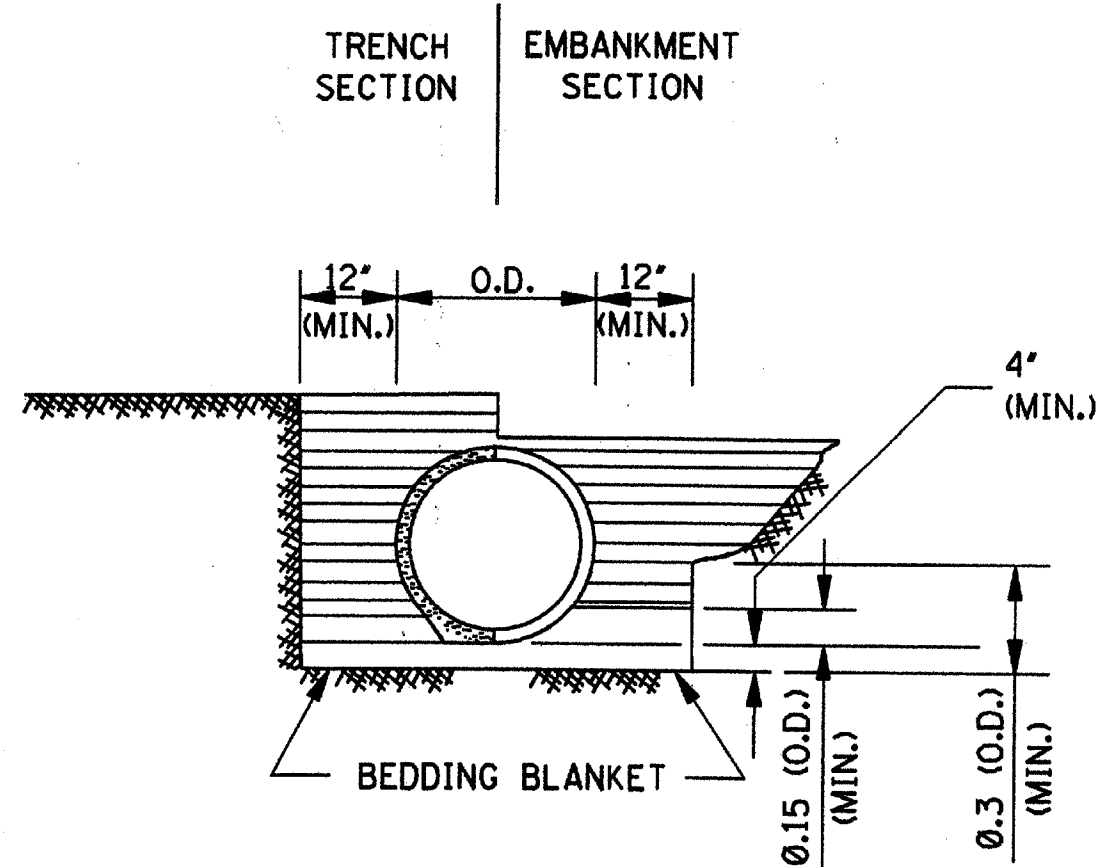
† NOTE: TAPER RATES ARE DETERMINED USING THE FOLLOWING EQUATIONS:
 $L = WS$ FOR SPEEDS OF 45 mph OR GREATER
 $L = WS^2/60$ FOR SPEEDS OF 40 mph OR LESS
 WHERE: L = MINIMUM LENGTH OF TAPER IN FEET
 W = WIDTH OF OFFSET (USUALLY LANE WIDTH) IN FEET
 S = DESIGN SPEED OR 85TH PERCENTILE SPEED IN MILES PER HOUR

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.

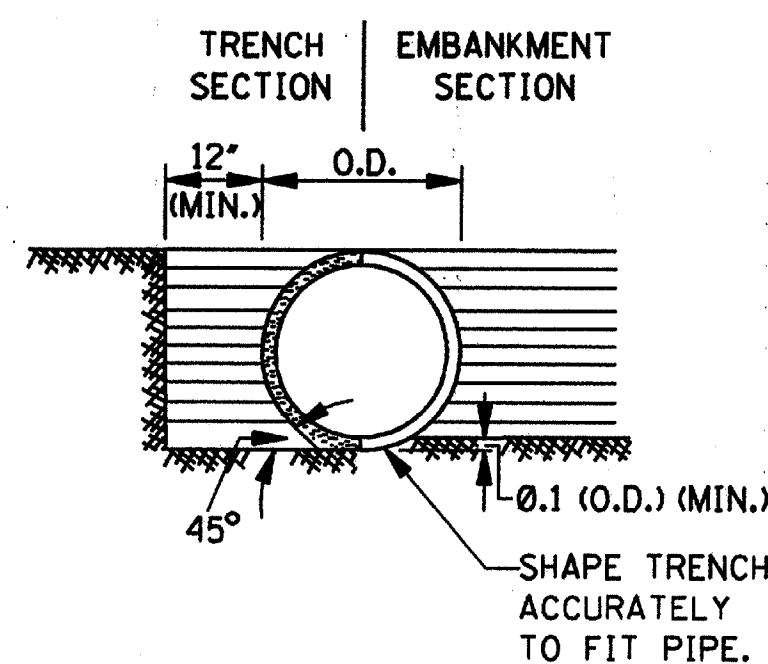
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CORRUGATED STEEL AND ALUMINUM PIPE (ROUND) H-20 LOADING						
PIPE DIAMETER (in)	MINIMUM COVER FROM TOP OF PIPE TO TOP OF SUBGRADE (in)	MAXIMUM FILL HEIGHT ABOVE TOP OF PIPE (ft)				
		SHEET THICKNESS (in)				
		0.064 STEEL 0.060 ALUM. 16 GAGE	0.079 STEEL 0.075 ALUM. 14 GAGE	0.109 STEEL 0.105 ALUM. 12 GAGE	0.138 STEEL 0.135 ALUM. 10 GAGE	0.168 STEEL 0.164 ALUM. 8 GAGE
		2 3/8" x 1/2" CORRUGATED STEEL / RIVETED, WELDED OR HELICAL		3" x 1" OR 5" x 1" CORRUGATED STEEL / RIVETED, WELDED, HELICAL OR BOLTED		2 3/8" x 1/2" CORRUGATED ALUMINUM RIVETED OR HELICAL
12"	12"	84' / - / 45'	91' / - / 45'	- / - / 78'	- / - / 81'	- / - / 84'
15"	12"	67' / - / -	73' / - / -	- / - / -	- / - / -	- / - / -
18"	12"	56' / - / 30'	61' / - / 30'	- / - / 52'	- / - / 54'	- / - / 56'
24"	12"	42' / - / 22'	46' / - / 22'	59' / - / 39'	- / - / 41'	- / - / 42'
30"	12"	34' / - / 18'	36' / - / 18'	47' / - / 31'	- / - / 32'	- / - / 34'
36"	12"	28' / 48' / 15'	30' / 60' / 15'	39' / 78' / 26'	41' / 89' / 27'	- / 101' / 28'
42"	12"	31' / 41' / -	43' / 51' / 26'	46' / 64' / 43'	48' / 71' / 43'	50' / 79' / 44'
48"	12"	27' / 36' / -	37' / 45' / -	45' / 57' / 40'	46' / 61' / 41'	47' / 66' / 43'
54"	12"	- / 32' / -	33' / 40' / -	43' / 52' / 35'	44' / 55' / 37'	45' / 59' / 38'
60"	12"	- / 29' / -	- / 36' / -	43' / 49' / -	43' / 51' / 33'	44' / 54' / 34'
66"	12"	- / 26' / -	- / 33' / -	42' / 47' / -	43' / 49' / 30'	43' / 51' / 31'
72"	12"	- / 24' / -	- / 30' / -	- / 44' / -	41' / 47' / -	43' / 49' / 29'
78"	12"	- / 22' / -	- / 28' / -	- / 41' / -	- / 46' / -	39' / 47' / -
84"	12"	- / 21' / -	- / 26' / -	- / 38' / -	- / 45' / -	35' / 46' / -
90"	12"	- / 19' / -	- / 24' / -	- / 35' / -	- / 43' / -	- / 45' / -
96"	12"	- / 18' / -	- / 22' / -	- / 33' / -	- / 40' / -	- / 44' / -
102"	24"	- / 17' / -	- / 21' / -	- / 31' / -	- / 38' / -	- / 42' / -
108"	24"	- / - / -	- / 20' / -	- / 30' / -	- / 35' / -	- / 39' / -
114"	24"	- / - / -	- / 19' / -	- / 28' / -	- / 34' / -	- / 37' / -
120"	24"	- / - / -	- / - / -	- / 27' / -	- / 32' / -	- / 35' / -

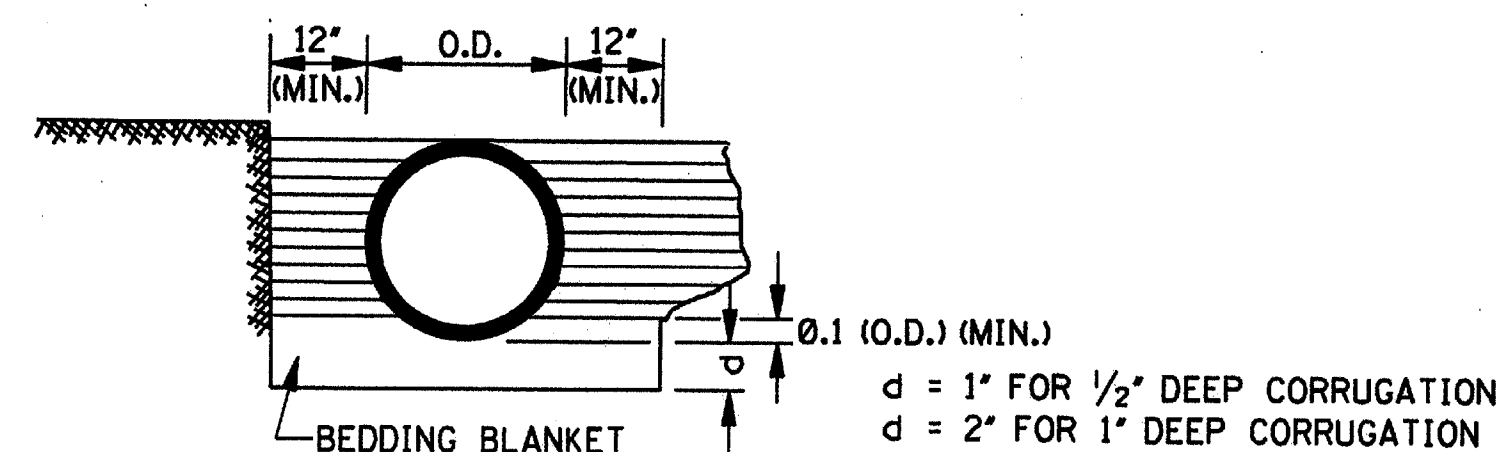
NOTE: THE AVERAGE INSIDE DIAMETER SHALL NOT VARY MORE THAN ONE (1) PERCENT OR 1/2", WHICHEVER IS GREATER, FROM THE NOMINAL DIAMETER WHEN MEASURED ON THE INSIDE CREST OF THE CORRUGATIONS (AASHTO M 36/M 36 & AASHTO M 196/M 196).



CLASS B



CLASS C



CLASS C MODIFIED

MAXIMUM HEIGHT OF FILL OVER REINFORCED CONCRETE PIPE			
CLASS OF PIPE	TYPE OF BACKFILL	MAXIMUM COVER (ft)	CLASS 'B' BEDDING
III	NORMAL	16'	-
IV	NORMAL	23'	28'
V	NORMAL	30'	36'
IV	IMPERFECT	-	90'
V	IMPERFECT	-	115'

NOTE: CLASS OF PIPE AND BEDDING TO BE CONSISTENT THROUGHOUT THE PIPE LENGTH.

MAXIMUM HEIGHT OF FILL OVER CLASS 2
NONREINFORCED CONCRETE PIPE,
PERFORATED AND/OR PLAIN,
FOR UNDERDRAINS

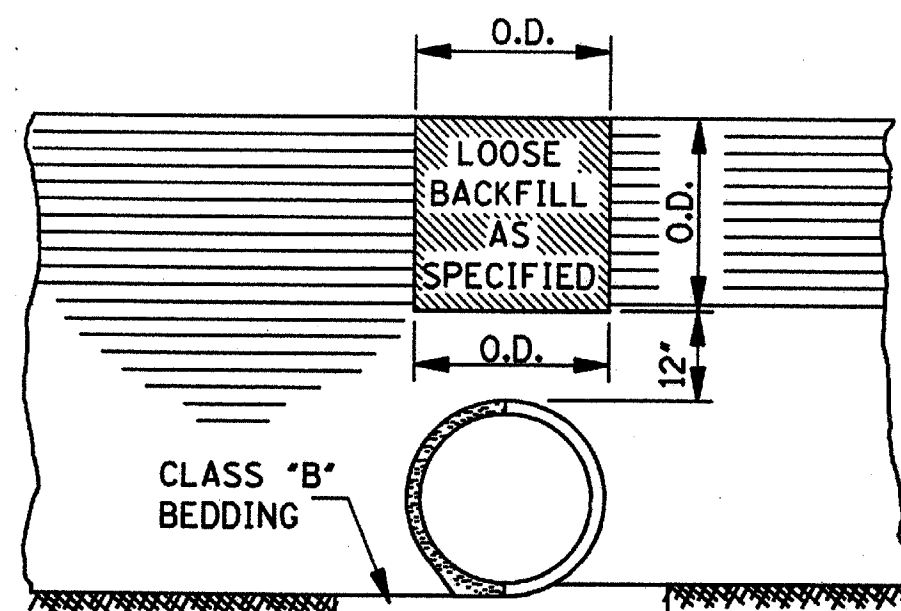
PIPE SIZE (in)	MAXIMUM COVER (ft)			
	BEDDING CLASS 'C' / CLASS 'B'			POSITIVE p = 0.7; R _{sd} = 0.7
	TRENCH B _d (in)	SAND & GRAVEL	DAMP CLAY	
4"	2.00'	*	*	34'/42'
6"	2.00'	*	*	25'/30'
8"	2.25'	*	16' / *	19'/24'
10"	2.50'	*	12' / 20'	16'/19'
12"	2.75'	*	12' / 18'	14'/17'

- NOTES:
1. INDICATES NO LIMIT OF FILL HEIGHT (130 lbs/ft³).
 2. TRENCH WIDTH (B_d) NO GREATER THAN 16" PLUS O.D.
 3. FACTOR OF SAFETY IS 1.25 ON MINIMUM ULTIMATE STRENGTH.
 4. MINIMUM COVER FOR HIGHWAY LOADS IS 18".
 5. PERFORATED PIPE SHALL BE TYPE 1.

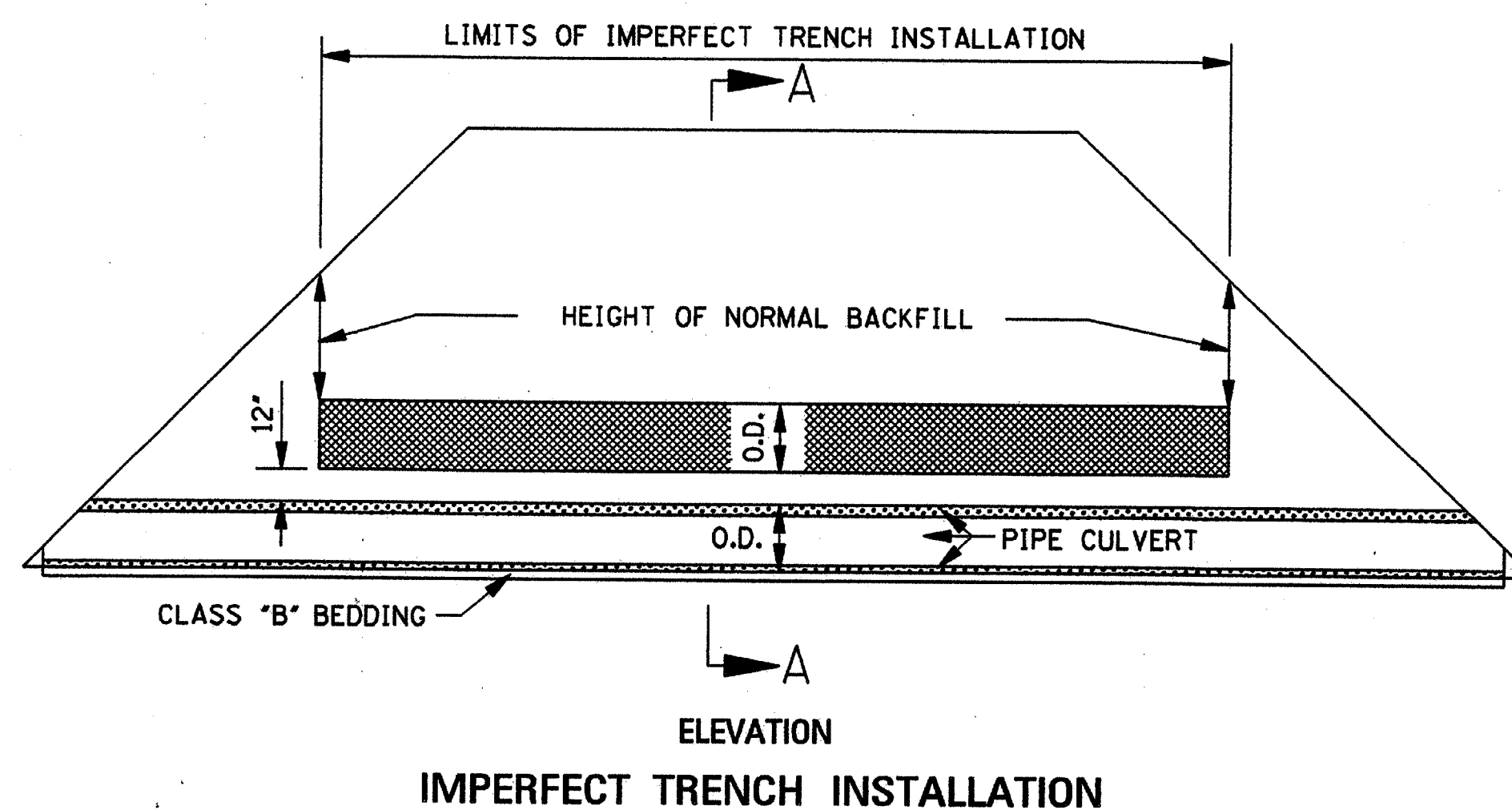
CORRUGATED METAL PIPE ARCHES H-20 LOADING									
EQUIV. DIAMETER (In)	PIPE DIMENSION (SPAN X RISE) (In)	MINIMUM CORNER RADIUS (In)	MINIMUM COVER FROM TOP OF PIPE TO TOP OF SUBGRADE FOR 2 tons/ft ² (In)	STEEL			ALUMINUM		
				MINIMUM THICKNESS REQUIRED (In)	MAXIMUM FILL HEIGHT ABOVE TOP OF PIPE (ft) FOR THE FOLLOWING CORNER BEARING PRESSURE (tons/ft ²)	MINIMUM THICKNESS REQUIRED (In)	MAXIMUM FILL HEIGHT ABOVE TOP OF PIPE (ft) FOR THE FOLLOWING CORNER BEARING PRESSURE (tons/ft ²)		
									2 tons/ft ² 3 tons/ft ²
				2 ³ / ₈ " X 1 ¹ / ₂ " CORRUGATION RIVETED, WELDED OR HELICAL			2 ³ / ₈ " X 1 ¹ / ₂ " CORRUGATION RIVETED OR HELICAL		
15"	17" X 13"	3"	18"	0.064"	13'	15'+	0.060"	15'	-
18"	21" X 15"	3"	18"	0.064"	12'	15'+	0.060"	14'	-
24"	28" X 20"	3"	18"	0.064"	10'	15'	0.060"	10'	15'+
30"	35" X 24"	3"	18"	0.079"	9'	14'	0.060"	9'	14'
36"	42" X 29"	3 ¹ / ₂ "	18"	0.079"	9'	13'	0.075"	9'	13'
42"	49" X 33"	4"	18"	0.079"	8'	12'	0.105"	8'	12'
48"	57" X 38"	5"	18"	0.109"	8'	12'	0.135"	8'	12'
54"	64" X 43"	6"	18"	0.109"	8'	12'	0.135"	8'	12'
60"	71" X 47"	7"	18"	0.138"	8'	12'	0.164"	8'	12'
66"	77" X 52"	8"	18"	0.168"	8'	12'			
72"	83" X 57"	9"	18"	0.168"	9'	13'			
				5" X 1" OR 3" X 1" CORRUGATION RIVETED, WELDED OR HELICAL					
36"	40" X 31"	5"	18"	0.079"	12'	15'+			
42"	46" X 36"	6"	18"	0.079"	12'	15'+			
48"	53" X 41"	7"	18"	0.079"	12'	15'+			
54"	60" X 46"	8"	18"	0.079"	12'	15'+			
60"	66" X 51"	9"	18"	0.079"	12'	15'+			
66"	73" X 55"	12"	18"	0.079"	15'+	-			
72"	81" X 59"	14"	18"	0.079"	15'	-			
78"	87" X 63"	14"	18"	0.079"	14'	15'+			
84"	95" X 67"	16"	18"	0.109"	13'	15'+			
90"	103" X 71"	16"	24"	0.109"	12'	15'+			
96"	112" X 75"	18"	24"	0.109"	11'	15'+			

NOTES:

1. THE AVERAGE INSIDE DIAMETER SHALL NOT VARY MORE THAN ONE (1) PERCENT OR 1/2", WHICHEVER IS GREATER, FROM THE NOMINAL DIAMETER WHEN MEASURED ON THE INSIDE CREST OF THE CORRUGATIONS. (AASHTO M 36/M 36 & AASHTO M 196/M 196).
2. BEARING PRESSURES EXCEEDING 2 tons/ft² REQUIRED FOR GIVEN FILL HEIGHT SHALL HAVE FOUNDATION MATERIALS INVESTIGATED TO DETERMINE BEARING CAPACITY.



SECTION A-A

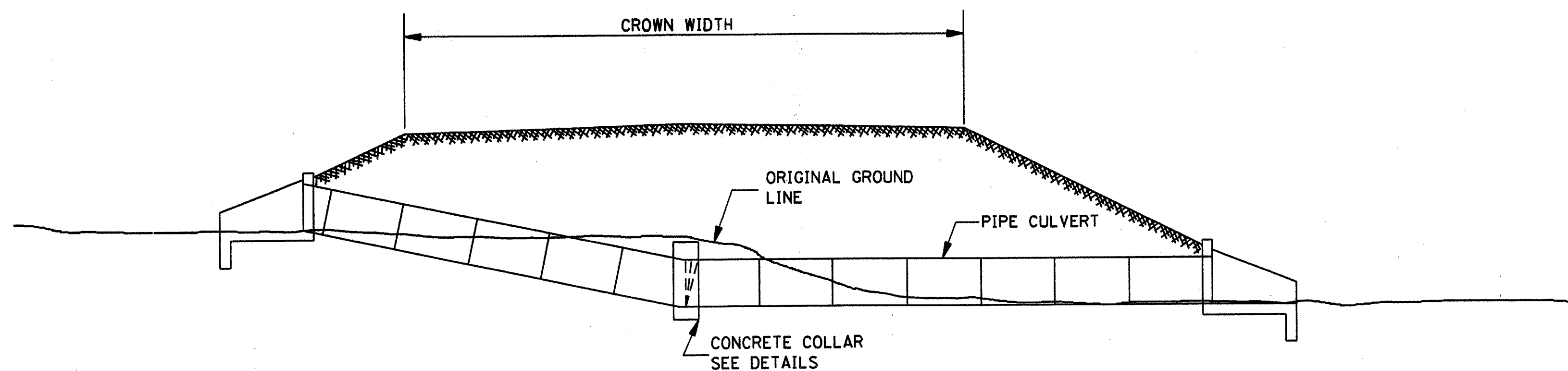


IMPERFECT TRENCH INSTALLATION

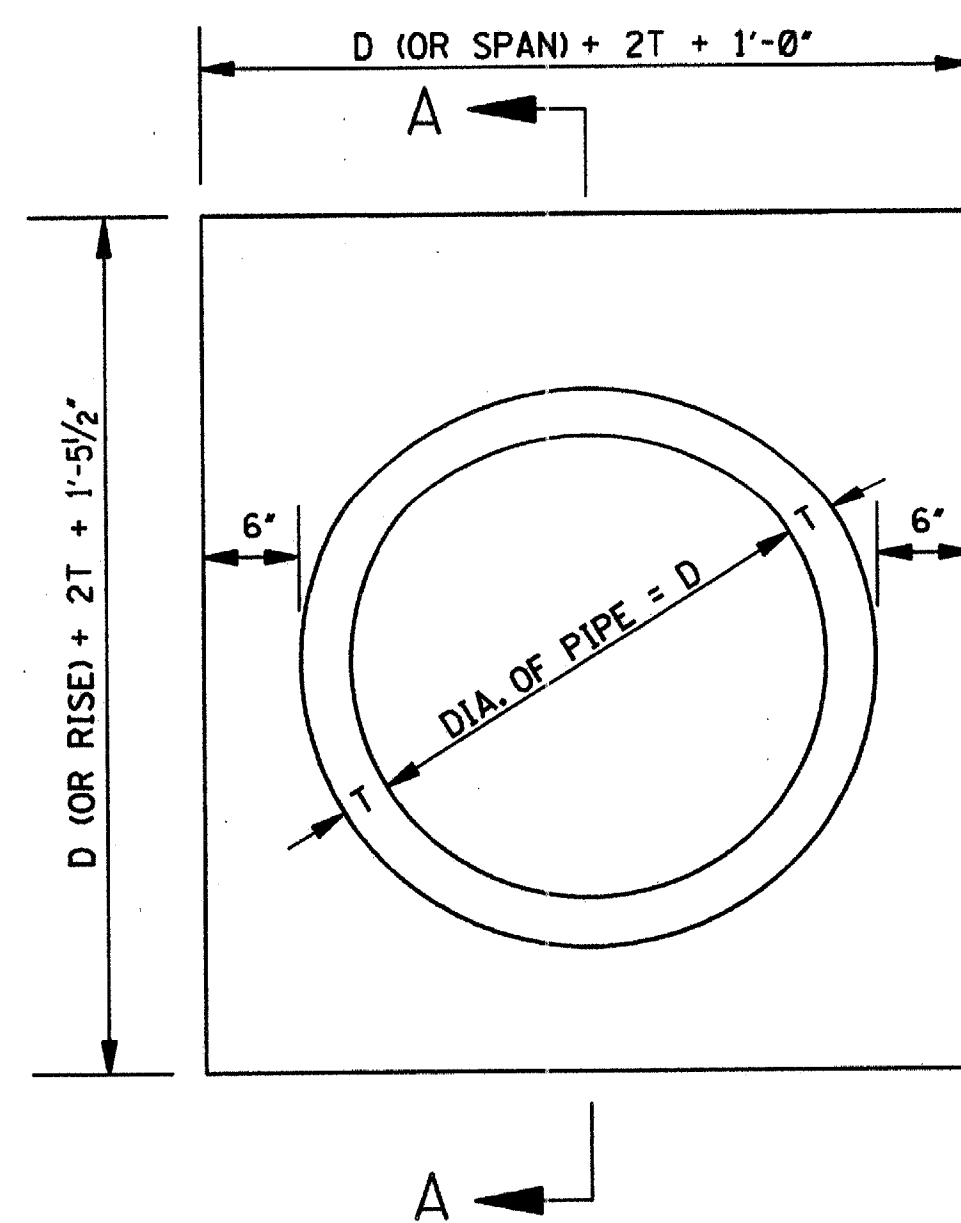
GENERAL NOTES:

1. MINIMUM SPACING BETWEEN MULTIPLE LINES OF PARALLEL PIPE SHALL BE THE DISTANCE REQUIRED FOR INSTALLING THE ADJACENT FLARED END SECTIONS OR AS SHOWN ON THE HEADWALL DRAWINGS FOR CONDUITS REQUIRING HEADWALLS.
2. UNLESS OTHERWISE INDICATED, THE TOP OF THE PIPE SHALL BE BELOW THE TOP OF THE SUBGRADE, AND A MINIMUM OF 12" OF COVER OVER THE TOP OF THE PIPE SHALL BE MAINTAINED BETWEEN THE SHOULDER LINES.
3. WHERE PRE-BED PIPE IS INSTALLED, FLARED END SECTIONS FROM OTHER MANUFACTURERS MAY BE JOINED TO PRE-BED PIPE PROVIDED A CONCRETE COLLAR IS PLACED AT THE CONTRACTORS EXPENSE AND A DEFORMATION TO THE PIPE'S FLOWLINE IS NOT EVIDENT ON FINAL PLACEMENT.

BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN
REVISION	
DATE	ISSUE DATE: OCTOBER 1, 1998
	PIPE CULVERT INSTALLATION
	WORKING NUMBER PI-1
	SHEET NUMBER 300

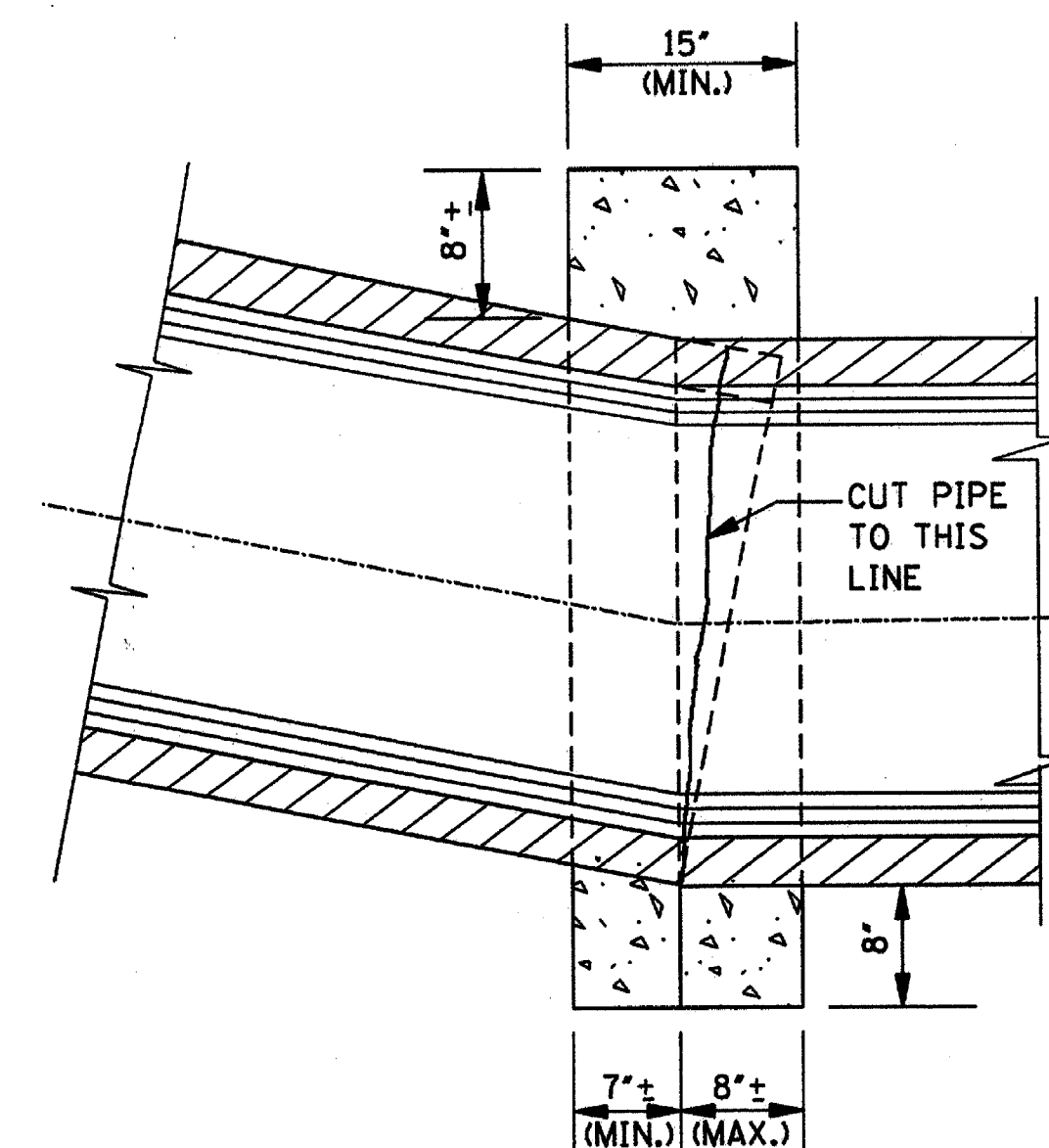


TYPICAL INSTALLATION FOR PIPE CULVERT WITH BROKEN FLOW LINE



ELEVATION OF CONCRETE COLLAR

NOTE: CIRCULAR PIPE IS SHOWN, ARCH PIPE IS SIMILAR.



SECTION A-A

GENERAL NOTE:

1. THE FOLLOWING QUANTITIES SHALL BE THE BASIS FOR PAYMENT UNLESS AUTHORIZED MODIFICATIONS ARE MADE:

QUANTITIES FOR CONCRETE COLLAR FOR PIPE CULVERTS			
CIRCULAR PIPE		ARCH PIPE	
DIA. OF PIPE	CLASS "B" CONCRETE (yd ³)	SIZE OF PIPE	CLASS "B" CONCRETE (yd ³)
12"	0.240	18 x 11	0.280
15"	0.260	22 x 13	0.310
18"	0.320	29 x 18	0.410
24"	0.410	36 x 23	0.490
30"	0.510	44 x 27	0.600
36"	0.620	51 x 31	0.690
42"	0.730	58 x 36	0.820
48"	0.850	65 x 40	0.920
54"	1.110	73 x 45	1.070
60"	1.248	88 x 54	1.366
72"	1.393		

REVISION	BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN
DATE	ISSUE DATE: OCTOBER 1, 1998	
CONCRETE PIPE COLLAR		MISSISSIPPI DEPARTMENT OF TRANSPORTATION ENGLISH WORKING NUMBER PC-1 SHEET NUMBER 301

SPECIFICATIONS AND CONTRACT DOCUMENTS

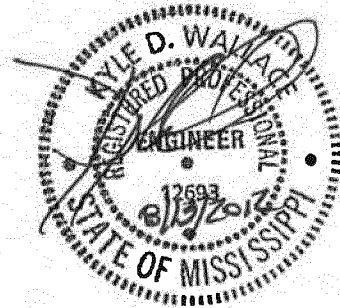
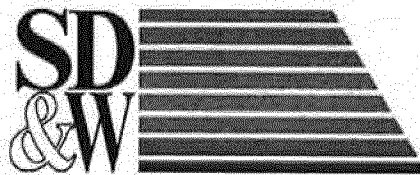
FOR

**COMPREHENSIVE SEWER IMPROVEMENTS
PHASE III**

FOR THE

**CITY OF HATTIESBURG
FORREST & LAMAR COUNTIES
MISSISSIPPI**

August 2012

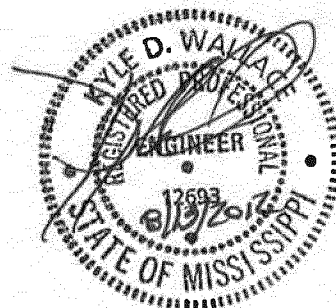


PREPARED BY:

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

INDEX

ADVERTISEMENT FOR BIDS	1
INFORMATION FOR BIDDERS	2 - 4
PROPOSAL FORM	5
PROPOSAL	6 - 10
BID BOND	11 - 12
CONTRACT AGREEMENT	13- 15
PAYMENT & PERFORMANCE BOND	16- 17
NOTICE OF AWARD	18
NOTICE TO PROCEED	19
GENERAL CONDITIONS	GC-1 - GC-36
MEASUREMENT AND PAYMENT	MP-1 - MP-4
TECHNICAL SPECIFICATIONS	TS-1 - TS-43
Sanitary Sewerage Systems	
Standard Specifications for Lining Ductile Iron Pipe for Sewer Service	
Manholes	
Restoration of Roads, Driveways, Fences, Lawns & Other Grassed Areas	
Concrete	
Seeding and Sodding	
Specification for Connection to Mainline Pipe (Insert-A-Tee)	



ADVERTISEMENT FOR BIDS:

NOTICE is hereby given that the City Clerk of the City of Hattiesburg, Mississippi, will receive sealed bids until _____ in the City Clerks Office in the City Hall of said City for furnishing the City's requirements for the following:

**COMPREHENSIVE SEWER IMPROVEMENTS
PHASE III
HATTIESBURG, MISSISSIPPI**

Plans, Specifications and proposal forms may be obtained from Shows, Dearman & Waits, Inc., P. O. Box 1711, 301 Second Avenue, Hattiesburg, Mississippi, 39403, upon deposit of \$150.00, 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, cashiers 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 SEWER IMPROVEMENTS
PHASE III
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 ____ day of ____ A.D., 20____.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Eddie R. Myers, City Clerk

Publish on _____
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 CITY OF HATTIESBURG, MISSISSIPPI herein called the "OWNER", at City Hall until _____, 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 SEWER IMPROVEMENTS - PHASE III** 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 dates 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, Mississippi.

PROPOSAL FORM

I (we) agree to begin work within (10) calendar days after the issuance of Work Order, and to complete the work within 200 calendar days thereafter.

It is understood that the quantities of work listed for unit prices bid are approximate, and are intended to merely indicate the general scope of the various items entering into the complete work. It is further understood and agreed that the Owner may increase or decrease the quantities listed in the Proposal to an extent equivalent to 30% of the bid price (in dollars) and that no change in the unit prices proposed shall be occasioned thereby.

The undersigned further agrees that the unit and lump sum prices quoted include all items of work required or necessary for the accomplishment of the projected work and that these items include all work indicated on the Plans and Specifications for which no specific pay items have been established.

The undersigned understands the City of Hattiesburg to choose any Alternate Bid Package. The Contract shall be awarded to the low bidder in the Alternate selected by the Owner.

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

If within thirty (30) days the scheduled closing time for receipt of bids, this Proposal is accepted, the undersigned will execute a formal contract within seven (7) 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

PROPOSAL - COMPREHENSIVE SEWER IMPROVEMENTS PHASE III

Site 5 - Mobile Street Area

Item	Description	Unit	Quantity	Unit Price	Extension
Sewer Pipe Items					
1	8" SDR 26 PVC Sewer Pipe (0'-6')	Lin. Ft.	1,298		
2	8" SDR 26 PVC Sewer Pipe (6'-8')	Lin. Ft.	1,215		
3	8" SDR 26 PVC Sewer Pipe (8'-10')	Lin. Ft.	683		
4	8" SDR 26 PVC Sewer Pipe (10'-12')	Lin. Ft.	200		
5	15" SDR 26 PVC Sewer Pipe (6'-8')	Lin. Ft.	533		
6	15" SDR 26 PVC Sewer Pipe (8'-10')	Lin. Ft.	676		
7	15" SDR 26 PVC Sewer Pipe (10'-12')	Lin. Ft.	488		
8	15" SDR 26 PVC Sewer Pipe (12'-14')	Lin. Ft.	601		
9	Abandonment of Existing Sewer Line	Lin. Ft.	5,478		
Manhole Items					
10	48" Precast Concrete Sewer Manhole (0'-6')	Each	7		
11	48" Precast Concrete Sewer Manhole (6'-8')	Each	4		
12	48" Precast Concrete Sewer Manhole (8'-10')	Each	2		
13	60" Precast Concrete Sewer Manhole (6'-8')	Each	2		
14	60" Precast Concrete Sewer Manhole (8'-10')	Each	3		
15	60" Precast Concrete Sewer Manhole (10'-12')	Each	3		
16	60" Precast Concrete Sewer Manhole (12'-14')	Each	2		
17	Demolition and Removal of Existing Manhole	Each	2		
18	Abandonment of Existing Manhole	Each	20		
Sewer Service Items					
19	4" SDR 26 PVC Sewer Pipe for Services (All Depths)	Lin. Ft.	216		
20	6" SDR 26 PVC Sewer Pipe for Services (All Depths)	Lin. Ft.	1,884		
21	8"x8"x6" PVC Tee	Each	42		
22	15"x15"x6" PVC Tee	Each	17		
23	6" PVC Cleanout	Each	56		

	Miscellaneous Construction Items				
24	Crushed Aggregate (Size 825)	Ton	2,629		
25	Select Fill Material (Class 9, Group C), LVM	Cu. Yd.	8,060		
26	Concrete Pavement Repair (All Depths)	Sq. Yd.	137		
27	Asphalt Pavement Repair (All Depths)	Sq. Yd.	5,832		
28	Concrete Curb & Gutter (Match Existing Type)	Lin. Ft.	145		
29	Demolition and Removal of Storm Sewer Pipe (All Sizes & Depths)	Lin. Ft.	428		
30	10" Reinforced Concrete Pipe, Class III, Rubber Gaskets	Lin. Ft.	32		
31	12" Reinforced Concrete Pipe, Class III, Rubber Gaskets	Lin. Ft.	90		
32	15" Reinforced Concrete Pipe, Class III, Rubber Gaskets	Lin. Ft.	178		
33	18" Reinforced Concrete Pipe, Class III, Rubber Gaskets	Lin. Ft.	32		
34	24" Reinforced Concrete Pipe, Class III, Rubber Gaskets	Lin. Ft.	32		
35	22"x13" Reinforced Concrete Arch Pipe, Class III, Flexible Plastic Gaskets	Lin. Ft.	32		
36	29"x18" Reinforced Concrete Arch Pipe, Class III, Flexible Plastic Gaskets	Lin. Ft.	64		
37	36"x23" Reinforced Concrete Arch Pipe, Class III, Flexible Plastic Gaskets	Lin. Ft.	12		
38	Class "B" Concrete, Minor Structures	Cu. Yd.	10		
39	Grassing	Lump Sum	1		
40	Erosion Control	Lump Sum	1		
41	Mobilization	Lump Sum	1		
42	Maintenance of Traffic	Lump Sum	1		
Subtotal (Site 5):					

Site 7 - East 8th Street

Item	Description	Unit	Quantity	Unit Price	Extension
Sewer Pipe Items					
1	8" SDR 26 PVC Sewer Pipe (0'-6')	Lin. Ft.	40		
2	8" SDR 26 PVC Sewer Pipe (6'-8')	Lin. Ft.	44		
3	8" SDR 26 PVC Sewer Pipe (8'-10')	Lin. Ft.	841		
4	8" SDR 26 PVC Sewer Pipe (10'-12')	Lin. Ft.	927		
5	Abandonment of Existing Sewer Line	Lin. Ft.	2,305		
Manhole Items					
6	48" Precast Concrete Sewer Manhole (0'-6')	Each	2		
7	48" Precast Concrete Sewer Manhole (6'-8')	Each	3		
8	48" Precast Concrete Sewer Manhole (8'-10')	Each	4		
9	48" Precast Concrete Sewer Manhole (10'-12')	Each	3		
10	Drop Manhole Assembly (All Depths)	Each	1		
11	Demolition and Removal of Existing Manhole	Each	2		
12	Abandonment of Existing Manhole	Each	10		
13	Abandonment of Existing Pump Station	Lump Sum	1		
Sewer Service Items					
14	4" SDR 26 PVC Sewer Pipe for Services (All Depths)	Lin. Ft.	144		
15	6" SDR 26 PVC Sewer Pipe for Services (All Depths)	Lin. Ft.	1,062		
16	8"x8"x6" PVC Tee	Each	36		
17	6" PVC Cleanout	Each	36		
Miscellaneous Construction Items					
18	Crushed Aggregate (Size 825)	Ton	1,001		
19	Select Fill Material (Class 9, Group C), LVM	Cu. Yd.	3,068		
20	Concrete Pavement Repair (All Depths)	Sq. Yd.	9		
21	Asphalt Pavement Repair (All Depths)	Sq. Yd.	2,263		
22	Concrete Curb & Gutter (Match Existing Type)	Lin. Ft.	95		
23	Demolition and Removal of Storm Sewer Pipe (All Sizes & Depths)	Lin. Ft.	64		
24	29"x18" Reinforced Concrete Arch Pipe, Class III, Flexible Plastic Gaskets	Lin. Ft.	32		
25	29"x18" Reinforced Concrete Arch Pipe, Flared End Section, Class III	Each	1		

26	Class "B" Concrete, Minor Structures		Cu. Yd.	1	
27	Grassing		Lump Sum	1	
28	Erosion Control		Lump Sum	1	
29	Mobilization		Lump Sum	1	
30	Maintenance of Traffic		Lump Sum	1	
			Subtotal (Site 7):		

Site 8 - Bore under NS Railroad at East 4th Street					
Item	Description	Unit	Quantity	Unit Price	Extension
Sewer Pipe Items					
1	21" DI Sewer Pipe (0'-6')	Lin. Ft.	24		
2	24" DI Sewer Pipe (0'-6')	Lin. Ft.	246		
3	36" Steel Casing (0.50" WT) (Bored) (Incl: Insurance Bond for Railways)	Lin. Ft.	140		
4	Abandonment of Existing Sewer Line	Lin. Ft.	250		
Manhole Items					
5	72" Precast Concrete Sewer Manhole (6'-8')	Each	1		
6	72" Precast Concrete Sewer Manhole (8'-10')	Each	2		
7	Abandonment of Existing Manhole	Each	1		
Miscellaneous Construction Items					
8	Clearing and Grubbing	Lump Sum	1		
9	Grouted RipRap (Size 300) w/ Geotextile Fabric	Sq. Yd.	30		
10	Grassing	Lump Sum	1		
11	Erosion Control	Lump Sum	1		
12	Mobilization	Lump Sum	1		
				Subtotal (Site 8):	

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we, the undersigned, Principal, and _____ as Surety, are hereby held and firmly bound unto _____ as Owner in the penal sum of _____ for payment of which, well and truly 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 center BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the

COMPREHENSIVE SEWER IMPROVEMENTS PHASE III

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.

PRINCIPAL (L.S.)

SURETY

BY: _____

IMPORTANT: Surety companies executing BONDS must appear on the Treasury 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 SEWER IMPROVEMENTS - PHASE III

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 \$ **750.00** 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 ten percent (10%) 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:

City of Hattiesburg _____

SEAL

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 _____, (hereinafter called the Obligee), a _____ Corporation 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 hereto 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 SEWER IMPROVEMENTS - PHASE III 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 thereunder, 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, or 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

WITNESSES:

ADDRESS

Name of person executing for Surety

Title

NOTICE OF AWARD

TO: _____

Project: **COMPREHENSIVE SEWER IMPROVEMENTS - PHASE III**

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: _____

NOTICE TO PROCEED

TO: _____ DATE: _____

Project: COMPREHENSIVE SEWER IMPROVEMENTS - PHASE III

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 200 consecutive calendar 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: _____

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, Instructions 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 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, Instructions 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 must 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 with 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 therefrom; 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 thereupon 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 and 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 Site. 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 therefrom 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 therefor 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 therefor 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 thereunder. 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 arbitration 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 arbitration to be in accordance with Article 16. However, no request for arbitration 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 arbitration 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 arbitration is sought; and the failure to request arbitration 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 arbitration proceedings have been initiated, such decision may be entered as evidence but shall not supersede the arbitration 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 therefor 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, weather 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 manufacturers field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

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 materialmen, 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 therefor 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 sixty (60) 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 per cent of the payment claimed until work is 50 per cent complete;

14.1.2 When Work is 50 per cent complete, reduction of the withholding to 5 per cent 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 per cent to only that amount necessary to assure completion.

14.1.4 The OWNER may reinstate up to 10 per cent 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, materialmen, 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 therefor 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 arbitrators 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.

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 thereunder, 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 and testing to install and make operational a complete sewer system as detailed on the contract drawings and in these specifications.

SEWER MAIN (SDR-26), HDPE, OR OTHER

Payment for all sewer mains will be per linear foot for various diameter pipe measured from centerline of manhole to centerline of manhole in relation to the diameter of the pipe and the depth of cut as shown in the individual bid items.

ABANDONMENT OF EXISTING SEWER LINE

Payment for abandonment of existing sewer line shall be as indicated on the construction plans. The item shall include all labor, materials and equipment necessary to complete the item. The item shall be paid per linear foot.

ABANDONMENT OF EXISTING MANHOLE

Payment for abandonment of existing manhole shall be as indicated on the construction plans. The item shall include all labor, materials and equipment necessary to complete the item. The item shall be paid per each.

ABANDONMENT OF EXISTING PUMP STATION

Payment for abandonment of existing pump station shall be as indicated on the construction plans. The item shall include all labor, materials and equipment necessary to complete the item. The item shall be paid per each.

STEEL CASING

Payment for steel casing will be per linear foot measured from end to end of casing along the centerline of pipe. Diameter and thickness shall be as noted in the plans and specifications. Bored or Open cut casing pipe shall include labor, equipment and materials to install bore at depth as shown on plans.

REINFORCED CONCRETE PIPE (R.C.P)

Payment for all drainage pipe will be per linear foot for various diameter pipe measured from end of pipe to end of pipe installed in relation to the diameter of the pipe.

MANHOLES

Payment for manholes will be per each and depth of manhole in appropriate depth bracket measured from lid of manhole to downstream invert. Depth shall be based on individual bid items.

DROP MANHOLE CONNECTION

Payment for drop manhole connection shall include furnishing and installing all hardware required to assemble a drop as detailed in the plans and specifications. Payment shall be per each.

DEMOLITION AND REMOVAL OF EXISTING MANHOLES

Payment for demolition and mobilization of existing manholes shall be as indicated on the construction plans. The item shall include the total removal of the manhole assembly and removal and disposal off site. The item shall include all disposal and transportation costs. The item shall be paid per each.

REMOVE, MODIFY AND RESET EXISTING MANHOLE

Payment for remove, modify and reset existing manhole shall be as indicated on the construction plans. The item shall include the removal of the manhole assembly, medication of the manhole as indicated on the construction plans and resetting of the manhole as indicated. The item shall include all labor, equipment and materials necessary to remove, modify and reset an existing manhole. Bypass pumping shall be an absorbed portion of this item should it be necessary for the installation. The item shall be paid per each.

REMOVAL OF EXISTING SEPTIC TANK

Payment for removal of existing septic tank shall be as indicated on the construction plans. The item shall include the removal of the septic tank and proper disposal of all components from the removal process. Necessary backfill required for the void shall be included in the item. Item shall include any necessary reconnection fittings or pipe to make the facility a fully functioning sanitary sewer service. The item shall include all labor, equipment and materials necessary for removal of existing septic tank. Bypass pumping shall be an absorbed portion of this item should it be necessary for the installation. The item shall be paid per each.

PVC SEWER SERVICE LINE

Payment for sewer service will be per linear foot for various diameter pipe measured from end of sewer tee to the fitting on the cleanout to the nearest whole foot. Item shall include all labor, equipment and materials necessary to install all equipment.

SEWER SERVICE TEE

Payment for sewer service tee will be per each at the bid size. Price shall include all labor, materials and equipment necessary to install sewer service tee based on plans and specifications.

SEWER CLEANOUT

Payment for sewer cleanout will be per each to include all labor, materials and equipment at the bid size. Price shall reflect depth as necessary to provide sanitary sewer service to project area.

CRUSHED AGGREGATE

Payment for crushed aggregate shall include furnishing and installing material as specified in the plans and specifications. Crushed aggregate shall be installed as a base material for the pavement repairs. Crushed aggregated may be used for a temporary riding surface. Temporary riding surface will be removed prior to pavement repairs and moved to another location as directed by the engineer at no additional cost to the project. Payment shall be per ton from certified scales.

SELECT FILL MATERIAL

Payment for select fill material will be based on loose vehicular measurement. Haul vehicles shall be measured and volumes calculated. It shall be the discretion of owner as to the overall percentage full of haul material. Item shall include material, haul, placement and testing necessary to meet the plans and specifications.

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.

CONCRETE

Payment for concrete shall include furnishing and installing concrete with specified class as specified in the plans and specifications. Item shall include forming, material, haul, placement compaction and testing necessary to meet the plans and specifications. Item shall include reinforcing steel, grates, etc. as necessary and required. Payment shall be per cubic 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 furnishing and installing concrete curb to match removed concrete curb and gutter. Item shall include forming, material, haul, placement compaction and testing necessary to meet the plans and specifications. Item shall not be used for damage to curb as a result of poor construction methods or neglect from the contractor. Payment shall be per linear foot measured at the back of the curb.

DEMOLITION AND REMOVAL OF STORM SEWER PIPE

Payment for demolition and mobilization of storm sewer shall be as indicated on the construction plans. The item shall include the total removal of the pipe and removal and disposal off site. The item shall include all disposal and transportation costs. The item shall be paid per linear foot.

CLEARING AND GRUBBING

Payment for clearing and grubbing shall include removal of all items within the required limits of construction necessary to complete the project based on the construction plans and specifications. Payment shall include off site removal of all items removed during clearing and grubbing. Item shall include all materials, labor and equipment necessary to meet the plans and specifications. Payment shall be lump sum.

GRASSING

Payment for grassing work shall include furnishing and installing seeding, fertilizer, lime and other components required to establish permanent grassing. Grassing shall include final grading prior to

installation of seeding materials. The unit measurement shall be lump sum and based on the percentage of area completed in full to date at time of estimate.

EROSION CONTROL

Payment for Erosion Control shall include furnishing, installing and maintaining hay bales or silt fence as required by current Mississippi Department of Environmental Quality standards. Hay bales and silt fence shall be installed and maintained 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.

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.

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.

GROUTED RIPRAP

Payment for grouted rip rap shall include furnishing and installing filter fabric, grading, rock, grout, etc. as required by the plans and specifications. Item shall include all materials, labor and equipment. Payment shall be made by square yard based on the amount of material in place. Square yardage shall not include toe walls which will be included in the total project amount.

TECHNICAL SPECIFICATIONS

SANITARY SEWERAGE 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 sewer 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 this 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 139/139M Electric-Fusion (Arc) Welded Steel Pipe (HPS 4 inch and over).
- A 252 Welded and Seamless Steel Pipe Piles.
- C 31/C 31M Making and Curing Concrete Compressive and Flexural Strength Test Specimens in the Field.
- C 33 Specifications for Concrete Aggregate
- C 39/C 39M Compressive Strength of Cylindrical Concrete Specimens.
- D 1248 Polyethylene Plastics Extrusion Materials for Wire and Cable
- D 1784 Rigid Poly(Vinyl Chloride)(PVC) Compounds and Chlorinated Poly (Vinyl Chloride)(CPVC) Compounds.
- D 2412 Determination of External Loading Characteristics of Plastic Pipe by Parallel Plate Loading.
- D 2922 Density of Soil and Soil Aggregate in place by Nuclear Methods (Shallow Depths).
- D 3034 Specifications for Type PSM Poly (Vinyl Chloride) (PVC) Sewer Pipe and Fittings.
- D 3212 Joints for Drain and Sewer Plastic Pipes using Flexible Elastomeric Seals.
- F 477 Specifications for Elastomeric Seals (Gaskets) for Joining Plastic Pipe.

F 794 Poly (Vinyl Chloride)(PVC) Profile Gravity Sewer Pipe and Fittings Based on Controlled Inside Diameter.

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

A21.10 Ductile Iron Fittings, 3 inch through 48 inch for Water and other Liquids.

A21.11 Rubber Gasket Joints for Ductile Iron Pressure Pipe and Fittings.

A21.50 Ductile Iron Pipe, Design Requirements

A21.51 Ductile Iron Pipe, Centrifugally Cast in Metal Molds or Sand-lined Molds, for Water or other Liquids.

AMERICAN WATER WORKS ASSOCIATION (AWWA)

C 104 Cement-Mortar Lining for Ductile 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 Ductile Iron Fittings, 3 inch through 48 inch, for Water and Other Liquids.

C 111 Rubber Gasket Joints for Ductile Iron Pressure Pipe and Fittings.

C 151 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 Current 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.

3.2 PVC Pipe: The Contractor shall submit manufacturer's certificate certifying that the pipe and fittings conform to the requirements as specified hereinafter under Article 4.0, Materials. In addition, the Contractor shall submit the following:

A. PVC Piping: PVC Pipe shall be sampled, tested, and inspected in accordance with the provisions of ASTM D3034. Copies of test results shall be attached. Test results shall be similar material and not be more than one year old from the date of material delivery.

B. Joints: The following submittals shall be required for PVC joints.

1. Certificate with test results for joints for compliance to ASTM D 3212. Gaskets shall conform to ASTM F 477. Test results shall be for similar material and not be more than one year old.

4.0 MATERIALS

4.1 Gravity Sewer Pipe: Where the type of gravity sewer piping is not indicated on the plans, the Contractor shall furnish polyvinyl chloride (PVC) pipe.

The Contractor shall be restricted to furnishing the exact type of pipe material where indicated on the Contract Drawings.

The Contractor shall be limited to the use of only one type of pipe (so selected by the Contractor and indicated on the Proposal Form) and shall not change the type of gravity sewer pipe except as follows:

1. Where indicated on the plans, or
2. If permitted in writing by the Engineer.

A. Ductile Iron Pipe: Ductile iron shall be designed in accordance with the latest revision of ANSI/AWWA C150/A21.50 for a minimum 50psi.

Ductile Iron Pipe shall be manufactured in accordance with the latest revision of ANSI/AWWA C151/A21.51. Each pipe shall be subjected to a hydrostatic pressure test of at least 500 psi at the point of manufacture.

Pipe shall be standard asphaltic coating on the exterior. Pipe shall also have a Protecto 401 lining on the interior.

The class or nominal thickness, net weight without lining, and casting period shall be clearly marked on each length of pipe. Additionally, the manufacturer's mark, country where cast, year in which the pipe was produced, and the letters "DI" or "Ductile" shall be cast or stamped on the pipe.

All pipe shall be furnished with Push-On Type Joints, such as Tyton or Fastite. Joints shall be in accordance with ANSI/AWWA C111/A21.11, of latest revision, and be furnished complete with all necessary accessories.

Fittings shall be ductile iron. Fittings shall conform to the latest revision of either ANSI/AWWA C600.

B. PVC Pipe : PVC gravity sewer pipe and fittings shall conform to the requirements of ASTM D 3034 with an SDR of 26 and a minimum stiffness of 46 lb./in. - in and 115 lb./in. - in, respectively. Joints for sewer pipe shall be either push-up or mechanical conforming to the requirements of ASTM 3212. Gaskets for sewer pipe shall conform to the requirements of ASTM F 477.

Approved adaptors shall be used for making connections between PVC pipe and concrete manholes.

C. Service Laterals: Service laterals for local services shall consist of fittings, pipe lengths, and connections of 6 inch or 4 inch pipe. The fittings, pipe lengths and plugs shall be of the same material as the run pipe unless otherwise indicated on the Contract Drawings. The modified sewer tees shall be an integral part of the run pipe. The remainder of the branch shall consist of standard fittings (elbows, reducers, and lengths of pipe) in accordance with the manufacturer's standard products and as specified. Pipe lengths and joint connections shall meet the specified requirements for the type materials used.

All service lines shall extend a maximum of up to 5 feet from house fronts of residences and public buildings and up to the property lines of businesses.

4.2 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 sewer pipe or force main and make proper connections at the ends. Minimum Wall Thickness for steel casing is 0.25 inch. (Hwy) and 0.28 inch (RR).

4.3 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
1 - ½"	95 - 100
¾"	35 - 70
⅜"	10 - 30
No. 4	0 - 5

4.4 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 1 - ½" sieve.

4.5 Clay Gravel Material: Clay Gravel Material shall meet MDOT Standards Class 6, Group C.

4.6 Concrete: Concrete shall be in accordance with the requirements of Technical Specifications - CONCRETE

4.7 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.

A. **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

4.8 Backfill: All other backfill shall consist of excavated material removed from the trench unless otherwise directed by the Engineer. CONTRACTOR shall separate poor and acceptable material during excavation. Failure to separate material shall require CONTRACTOR to furnish acceptable backfill at no additional cost to the project.

5.0 CONSTRUCTION:

5.1 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.

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.

If adequate area is not available on the construction site, the CONTRACTOR will be required to stockpile material off site. Owner shall not bear any additional expense.

Ledge Rock, boulders and large stones shall be removed to provide a minimum clearance of 4 inches (10 cm) below and on each side of all pipes.

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 sewer 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 shall be 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 pipe laying operation.

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 subgrade 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 subgrade is found to be unstable or to include ashes, refuse, organic material, or other unsuitable material, the Engineer may direct that the subgrade 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 a 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.
- 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 OR ROADS, DRIVEWAYS, FENCES, LAWNS, AND OTHER GRASSED AREAS.

5.2 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.

5.3 PIPE LAYING: Pipe laying shall proceed upgrade with the spigot ends of the bell-and-spigot pipe and tongue ends of the tongue and groove pipe jointing in the direction of flow. Each pipe shall be laid true to line and grade and in such a 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 sewer 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.

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.

The Contractor shall utilize a commercial grade laser beam specifically manufactured to aid in maintaining grade and alignment of pipelines during installation. The primary unit shall be mounted on a heavy duty base and firmly anchored in the downstream manhole of the reach under construction. The maximum distance shall not exceed four hundred feet (400') per set-up.

Each joint of pipe shall be installed using an approved target to align the pipe with the

projected laser beam. The methods and procedures shall be in strict accord with the manufacturer's recommendations and instructions. Proper ventilation shall be maintained at all times. Care shall be exercised in order to prevent bumping or misalignment of the projected beam. Sewer lines shall be laid such that the installed variation of invert elevations when compared with the construction plans does not exceed 0.05 feet. Sewer lines in which said variation exceeds 0.05 feet may be rejected. Sewer pipe shall be visually inspected for alignment by lamping, televising or by other appropriate means to determine alignment.

Whenever a movable steel box is used in place of sheeting, the Contractor shall take care to prevent the pipe from moving when the steel box is moved.

5.4 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.

A. PVC Pipe Joint Construction: The bell and spigot ends of PVC sewer pipe shall be cleaned of all foreign material that could interfere with proper assembly of the joints. The spigot ends shall be cleaned one inch (1") beyond the joint assembly reference mark.

The spigot end of the pipe shall be thoroughly lubricated in accordance with the manufacturer's recommendations. The coating should be the equivalent of a brush coat of enamel paint and maybe applied by hand, cloth, pad sponge or glove.

The lubricated spigot end shall be inserted into the bell keeping the pipe length in proper alignment. The bell shall be braced while the spigot end is pushed in under the rubber ring, so that previously competed joints in the line will not be closed up. The spigot end shall be pushed into the bell until the reference mark is flush with the end of the bell.

Generally, the installation and jointing of PVC Pipe shall conform to the requirement so the latest edition of ASTM D-2321, "Underground Installation of Flexible Thermoplastic Sewer Pipe".

B. Ductile Iron Pipe Joint Construction: The installation and jointing of ductile iron pipe and 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.

C. Jointing Dissimilar Pipes: Suitable adaptor couplings are required for connecting dissimilar pipes. The couplings shall be approved by the Engineer before installation.

5.5 STREAM CROSSING: Ductile iron pipe Class 50 shall be used as shown on the Drawings. Granular fill, concrete, and concrete collars shall be placed or constructed as shown on the contract drawings.

5.6 SERVICE LATERALS (LINES): Modified sewer tees shall be installed on the run pipe at the appropriate field locations. Service lines of the sizes specified shall be laid to a uniform grade so that the customer being served can be tied-in using good construction practices. All tamping and backfilling operations shall be performed the same as on main line pipe. Removable plugs shall be securely installed in pipe ends and a 2" x 2" treated post extending 12" above the ground line shall mark the pipe end location.

5.7 BORINGS: Borings shall be accomplished in accordance with Mississippi State Highway Department or Railway 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.

A. 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 water tight.

B. 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.

C. 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 surcharged sewage conditions.

D. Casing Seal: The annulus between the casing and carrier pipe shall be sealed at each end with a quick setting grout.

5.8 RELATION TO WATER MAINS:

A. Horizontal Separation: Whenever possible, sewers should be laid at least 10 feet,

horizontally, from any existing or proposed water main. Should local conditions prevent a lateral separation of 10 feet, a sewer may be laid closer than 10 feet to a water main if:

1. It is laid in a separate trench.
2. It is laid in the same trench with the water mains located at one side on a bench of undisturbed earth.
3. In either case the elevation of the crown of the sewer is at least 18 inches below the invert of the water main.

B. Vertical Separation: Whenever sewers must cross under water mains, the sewer shall be laid at such an elevation that the top of the sewer is at least 18 inches below the bottom of the water main. When the elevation of the sewer cannot be buried to meet the above requirement, the water main shall be relocated to provide this separation or reconstructed with slip-on or mechanical-joint ductile iron pipe, or prestressed concrete cylinder pipe for a distance of 10 feet on each side of the sewer. One full length of water main should be centered over the sewer so that both joints will be as far from the sewer as possible.

C. Special Conditions: When it is impossible to obtain proper horizontal and vertical separation as stipulated above, the water main should be constructed of slip-on or mechanical-joint ductile iron pipe, or prestressed concrete cylinder pipe and the sewer constructed of mechanical-joint ductile iron pipe and both services should be pressure tested to assure water tightness.

5.9 CONTINUATION OF SERVICE

The existing wastewater system shall remain in operation during the duration of the project. Should removal of facilities from operation become necessary, a plan which will avoid or minimize pollution effects on any receiving stream and provide alternate service for wastewater facilities shall be reviewed and approved in advance by the Mississippi Department of Environmental Quality and shall be adhered to during construction.

6.0 TESTING

6.1 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.

6.2 PVC PIPING: Material test shall be conducted during the manufacturing process and the results shall be included as part of the submittal. No other material test shall be required.

6.3 STEEL CASING PIPE: Material test shall be included as part the submittal. No other material test shall be required.

6.4. BEDDING MATERIAL AND STABILIZATION MATERIAL: Test for gradation and test for material passing the No. 40 sieve shall be as follows:

Gradation - AASHTO T 88
Liquid Limit - AASHTO T 89
Plasticity Index - AASHTO T 90

One set of each test listed above will be required for every 500 cubic yards or major fraction thereof.

6.5 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 T99. Compaction tests for sewer pipe related work shall not be less than as follows:

(Number of Compaction Tests)		
	AASHTO T-99	AASHTO T-191 or ASTM D 2922
Select Backfill Material OR Stabilization Material	1	One per 100 CY
Bedding Material	2	One per 600 LF
Tamped Backfill	2	One per 600 LF

6.6 INFILTRATION/EXFILTRATION TEST: The Contractor shall provide all plugs, water supply, measuring devices, and all other equipment, material, labor and supervision to measure the infiltration and exfiltration tests as specified below. The Contractor shall perform the test in the presence of the Engineer. All gravity sewer pipe shall be tested in accordance with the following applicable requirements.

A. Infiltration Test: The infiltration test shall be conducted between adjacent manholes.

The outlet pipe on the downstream manhole shall be plugged and tested for water tightness to the satisfaction of the Engineer. The accumulated depth of water in the downstream manhole shall be read at 12 hour intervals for two (2) days and the infiltration rate calculated from the data obtained. Any section exceeding an infiltration rate of 200 gallons/day/inch diameter/mile shall be relayed at the Contractor's expense. This means that the Contractor shall locate and repair leaks as necessary to pass the infiltration test. Infiltration test shall be utilized only when ground water is above pipe.

B. Exfiltration Test: The exfiltration test shall be conducted between adjacent manholes. The inlet pipes in the downstream and upstream manholes shall be plugged. The line being tested shall be filled with water until water depth becomes two (2) feet above top of pipe being tested in the upstream manhole. The water loss shall be measured in the upstream manhole at 12 hour intervals for two (2) days and the exfiltration rate calculated from the data obtained. Any section exceeding an exfiltration rate of 200 gallons/day/inch diameter of pipe/mile shall fail the test. The Contractor shall locate and repair leaks as necessary to pass the exfiltration test. A low pressure air test conforming to ASTM C-828-80 or latest revision may be used in lieu of the exfiltration test.

6.7 DEFLECTION TESTS: 100% of the PVC gravity sewer shall be tested 30 days after the final backfill has been in place by the following method:

Use a "Go-, no-go" mandrel which is sized to such dimensions that it will not "go" when encountering a deflection greater than 5%. The instructions for its use are as follows:

A. Completely flush the line making sure the pipe is clean of any mud or debris that would hinder the passage of the mandrel.

B. During the final flushing of the line, attach a floating block or ball to the end of the mandrel, pull rope and float the rope through the line. (A) nylon ski rope is recommended)

C. After the rope is threaded through the line, connect the pull rope to the mandrel and place the mandrel in the entrance of the pipe.

D. Connect a retrieval rope to the back of the mandrel to pull it back if necessary.

E. By hand, remove all the slack in the pull rope and place a tape marker on the top at the end of the pipe where the mandrel will exit, determining the location of the mandrel in the line.

F. By hand, draw mandrel through the sewer lines. If any irregularities or obstructions are encountered in the line, they shall be corrected by the Contractor.

G. If a section with excessive deflection is found, locate it; dig down and uncover the pipe; if any damaged pipe is found, replace it; if pipe is not damaged, replace and thoroughly tamp

haunching and initial backfill; replace remainder of backfill.

H. Re-test this section for deflection.

STANDARD SPECIFICATION
FOR LINING DUCTILE IRON PIPE
FOR SEWER SERVICE

1.0 Condition of Ductile Iron Prior to Surface Preparation

All ductile pipe and fittings shall be delivered to the application facility without asphalt, cement lining, or any other lining on the interior surface. Because removal of old linings may not be possible, the intent of this specification is that the entire interior of the ductile iron pipe and fittings shall not have been lined with any substance prior to the application of the specified lining material and no coating shall have been applied to the first six inches of the exterior of the spigot ends.

2.0 Lining Material

The Standard of Quality is Protecto 401 Ceramic Epoxy. The material shall be an amine cured novalac epoxy containing at least 20% by volume of ceramic quartz pigment. Any request for substitution must be accompanied by a successful history of lining pipe and fittings for sewer service, a test report verifying the following properties, and a certification of the test results.

- A. A permeability rating of 0.00 when tested according to Method A of ASTM E-96-66, Procedure A with a test duration of 30 days.
- B. The following test must be run on coupons from factory lined ductile iron pipe:
 - 1. ASTM B-117 Salt Spray (scribed panel) - Results to equal 0.0 undercutting after two years.
 - 2. ASTM G-95 Cathodic Disbondment 1.5 volts @ 77°F. Results to equal no more than 0.5mm undercutting after 30 days.
 - 3. Immersion Testing rated using ASTM D-714-87.
 - a. 20% Sulfuric Acid - No effect after two years.
 - b. 140°F 25% Sodium Hydroxide - No effect after two years.
 - c. 160°F Distilled Water - No effect after two years.
 - d. 120°F Tap Water (scribed panel) - 0.0 undercutting after two years with no effect.
- C. An abrasion resistance of no more than 3 mils (.075mm) loss after one million cycles using European Standard EN 598: 1994 Section 7.8 Abrasion Resistance.

3.0 Application

A. Applicator

The lining shall be applied by a certified firm with a successful history of applying linings to the interior of ductile iron pipe and fittings.

B. Surface Preparation

Prior to abrasive blasting, the entire area to receive the protective compound shall be inspected for oil, grease, etc. Any areas with oil, grease, or any substance which can be removed by solvent, shall be solvent cleaned to remove those substances. After the surface has been made free of grease, oil or other substances, all areas to receive the protective compounds shall be abrasive blasted using sand or grit abrasive media. The entire surface to be lined shall be struck with the blast media so that all rust, loose oxides, etc., are removed from the surface. Only slight stains and tightly adhering oxide may be left on the surface. Any area where rust reappears before lining must be reblasted.

C. Lining

After the surface preparation and within 8 hours of surface preparation, the interior of the pipe shall receive 40 mils nominal dry film thickness of Protecto 401. No lining shall take place when the substrate or ambient temperature is below 40 degrees Fahrenheit. The surface also must be dry and dust free. If flange pipe or fittings are included in the project, the lining shall not be used on the face of the flange.

D. Coating of Bell Sockets and Spigot Ends

Due to the tolerances involved, the gasket area and spigot end up to 6 inches back from the end of the spigot end must be coated with 6 mils nominal, 10 mils maximum using Protecto Joint Compound. The Joint Compound shall be applied by brush to ensure coverage. Care should be taken that the Joint Compound is smooth without excess buildup in the gasket seat or on the spigot ends. Coating of the gasket seat and spigot ends shall be done after the application of the lining.

E. **Number of Coats**

The number of coats of lining material applied shall be as recommended by the lining manufacturer. However, in no case shall this material be applied above the dry thickness per coat recommended by the lining manufacturer in printed literature. The maximum or minimum time between coats shall be that time recommended by the lining material manufacturer. **To prevent delamination between coats, no material shall be used for lining which is not indefinitely recoatable with itself without roughening of the surface.**

F. **Touch-Up & Repair**

Protecto Joint Compound shall be used for touch-up or repair in accordance with manufacturer's recommendations.

4.0 Inspection and certification

A. **Inspection**

1. All ductile iron pipe and fitting linings shall be checked for thickness using a magnetic film thickness gauge. The thickness testing shall be done using the method outlined in SSPC-PA-2 Film Thickness Rating.
2. The interior lining of all pipe barrels and fittings shall be tested for pinholes with a nondestructive 2,500 volt test. Any pinholes found shall be repaired prior to shipment.
3. Each pipe joint and fitting shall be marked with the date of application of the lining system along with its numerical sequence of application on that date and records maintained by the applicator of his work.

B. **Certification**

The pipe or fitting manufacturer must supply a certificate attesting to the fact that the applicator met the requirements of this specification, and that the material used was as specified.

5.0 Handling

Protecto 401 lined pipe and fittings must be handled only from the outside of the pipe and fittings. No forks, chains, straps, hooks, etc. shall be placed inside the pipe and fittings for lifting, positioning, or laying. The pipe shall not be dropped or unloaded by rolling. Care should be taken not to let the pipe strike sharp objects while swinging or being off loaded. Ductile iron pipe should never be placed on grade by use of hydraulic pressure from an excavator bucket or by banging with heavy hammers.

MANHOLES

1.0 GENERAL:

This item shall consist of furnishing all materials, labor, supervision, tools, equipment and incidentals for the construction of standard manholes, in accordance with the Contract Drawings and Specifications. Included in the work are structural excavation, backfill, and disposal of excess material.

2.0 APPLICABLE DOCUMENTS:

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.

American Society for Testing and Materials (ASTM)

A 48/A48M	Standard Specification for Gray Iron Casting
C 39/C39M	Standard Specification for Test for Compressive Strength of Cylindrical Concrete Specimens
C 443	Standard Specification for Joints for Circular Concrete Pipe and Manholes Using Rubber Gaskets
C 478	Standard Specification for Precast Reinforced Concrete Manhole Sections
C 497	Standard Test Methods for Concrete Pipe, Manhole Sections, or Tile
C 2922	Density of Soil and Soil Aggregate in Place by the Nuclear Method (Shallow Depths)

American Association of State Highway and Transportation Officials (AASHTO):

M-198	Standard Specifications for Joints for Concrete Pipe, Manholes, and Precast Box Sections Using Preformed Flexible Joint Sealants.
T-99	Standard Method of Test for the Moisture-Density Relations of Soils Using a (2.5kg) Rammer and (305 mm) Drop.
T-191	Standard Method of Test for Density of Soil In-Place by the Sand-Cone Method.

3.0 SUBMITTALS

The following tests or data shall be submitted to the Engineer from the Contractor for approval prior to incorporation into the work:

3.1 Certificates: The Contractor shall furnish certificates from supplier certifying the products conform to the required specifications included herein for the following items:

- 3.1.1. Flexible Plastic Gaskets
- 3.1.2. Precast Manhole Bases
- 3.1.3. Precast Manhole Riser Sections
- 3.1.4. Manhole Steps
- 3.1.5. Manhole Frames and Covers (ASTM A 48)
- 3.1.6. Epoxy Grout

3.2 Catalogue Cuts or Brochures: The Contractor shall also submit catalogue cuts or product brochures providing descriptive data, recommended application and use, and installation procedure for the following items:

- 3.2.1. Manhole Frames and Covers
- 3.2.2. Epoxy Grouts
- 3.2.3. Manhole Steps

4.0 MATERIALS

4.1 Manhole Riser Sections: Manhole riser sections shall be precast reinforced sections conforming to ASTM C 478 and as shown on the Contract Drawings.

4.2 Joints: Joints for precast riser sections shall be concrete pipe type flexible plastic gaskets. Joint material shall be preformed conforming the requirements of AASHTO M-198. Installation shall be in accordance with manufacturer's recommendations.

4.3 Concrete Manhole Bases: Concrete manhole bases shall be precast or cast-in-place as follows:

4.3.1 Cast-In-Place Manhole Bases and Box Type Bases (if used): Concrete and reinforcing steel shall conform to the requirements of Technical Specifications - CONCRETE.

4.3.2 Precast Concrete Bases: Precast concrete bases shall conform to the requirements

of ASTM 478 with reinforcing steel (size and spacing as indicated on the plans).

4.4 Manhole Steps: Manhole steps shall be plastic coated corrosion resistant and shall be installed as shown on the Contract Drawings.

4.5 Cement Grout: Cement grout shall be high strength, non-metallic conforming to Corps of Engineers CRD-C-588. The grout shall be V-3 by W. R. Meadows, Inc., Masterflow 713 by Master Builders or equal.

4.6 Manhole Frame and Covers: Manhole frame and covers shall conform to ASTM A 48 as well as to the following requirements. All frame and covers shall be new when installed for the project.

4.6.1 Standard Manhole Cover and Frame - shall be as manufactured by Dews Foundry, Jackson Standard, Model DF-25 (7) or Vulcan Foundry, Model V-1115, 420 Pounds, marked "SEWER", domestic origin, or equal.

4.6.2 Water Tight Manhole Cover and Frame - shall be as manufactured by Vulcan Foundry, Model V2357, or Dews Foundry, Model DF-25(7)W.T., 410 pounds with neoprene gasket, four 5/8 inch stainless steel bolts recessed into cover. Cover labeled "SEWER", domestic origin, or approved equal.

4.7 Epoxy Grout: Epoxy Grout shall be high strength non-metallic, non-shrinking. The grout shall be as by EMBECO, Inc., SEAL-COAT or approved equal.

4.8 Drop Manholes: Concrete for drop manholes shall conform to the requirements of Technical Specifications - CONCRETE. Pipe and fittings shall be the same material and size as the incoming gravity sewer.

4.9 Flexible Connection: At all sewer connections to manholes, provide gasket flexible watertight connection that allows for differential settlement of the pipe and manhole wall.

4.10 All manholes: All manholes shall be lined inside with a sixteen (16) mil dry film thickness of an acceptable coal tar epoxy system.

5.0 CONSTRUCTION

5.1 Earthwork

5.1.1 General: Excavation shall be to the extent required to allow proper construction of the manhole. Shoring and sheeting shall be utilized where required by Federal, State and local codes and regulations for safe working conditions. In addition, shoring and sheeting shall be required to protect the integrity of adjacent structures or prevent adverse effects on

surrounding areas. Dewatering shall be employed to the extent required to allow dry working conditions.

5.1.2 General Excavation: The Contractor shall "lay back" or employ shoring and sheeting as required to assure stability of the excavation. Material shall be stockpiled so as not to surcharge adjoining pipe trenches. Topsoil shall be separated so as to allow the maximum reuse in grassing operations.

5.1.3 Structural Excavation: The area immediately beneath the manhole bases shall be graded and compacted. Compaction shall be to 96% of maximum laboratory density as determined by AASHTO T 99. Should unsuitable material be encountered, the Engineer may direct that the area be over excavated and filled with stabilization material. Specification for stabilization material and payment for such shall be in accordance with Technical Specifications.

5.1.4 Backfilling: Backfill material shall consist of select backfill in accordance with Technical Specifications. Backfilling shall be uniformly placed around the structure in 10-inch layers and be compacted to 90% of maximum density to full depth in unimproved areas. Backfill in paved areas and within five feet to any edge of pavement shall be compacted to 95% of maximum laboratory density in 8-inch layers to the subgrade line. Refer to Technical Specifications.

5.1.5 Salvage: Manhole frames and covers removed during excavation shall remain the property of the Owner and shall be delivered to a location designated by the Owner. All other items removed shall be disposed of by the CONTRACTOR at his expense.

5.2 Riser Installation: Precast concrete riser sections shall be installed plumb and in accordance with the details shown on the Contract Drawings. Joints shall be installed in accordance with manufacturer's recommendations.

The manhole invert channels shall be formed in the bases, smooth and semi-circular in shape conforming to the inside of the adjacent sewer section. Changes in the direction of flow shall be made with a smooth curve of as large a radius as the size of the manhole will permit. Changes in size and grade of the channels shall be formed directly in the concrete of the manhole base. The joint between the base and riser section shall be sealed with epoxy grout. Clean pea gravel shall be used as the epoxy grout filler.

Standard manhole cut-outs and lifting holes shall be sealed with epoxy grout.

5.3 Cast-In-Place Concrete: Bases, flat tops, and drop manhole risers shall be constructed in accordance with Technical specifications - CONCRETE.

5.4 Manhole Steps: Manhole steps shall be installed during the manufacturing of the riser or cone sections. Risers and cones shall be joined so the steps are vertically aligned.

5.5 Manhole Frame and Covers: Manhole frame and covers shall be set and grouted in place with cement grout. For manholes located in roads or streets, the manhole cover shall be flush with pavement or surface course.

6.0 TESTING

6.1 General: The Contractor shall conduct (and bear the cost of) all testing (Laboratory Approved by the Owner) as directed by the Engineer and furnish results of such tests prior to incorporating the material into the work. All testing is subsidiary to Manhole Payment Items.

6.1.1 Cast-In-Place Concrete Items: The concrete quality testing for manhole bases, drop manholes, and valve boxes shall be tested in accordance with Technical specifications - CONCRETE.

6.1.2 Manhole Risers and Precast Concrete Bases: Manhole risers and precast concrete bases shall be tested for concrete compressive strength. If the place of manufacture is local and reasonably available to the Engineer, Paragraph (a) shall be followed for testing requirements. Should the place of manufacture not be available, Paragraph (b) shall apply.

The contractor shall prepare (in the presence of the Engineer) standard rodded concrete cylinder or cylinders compacted and cured in a similar manner to the manhole sections. Concrete for such cylinders shall be typical fresh concrete mix drawn from the actual casting operation of a riser or base. Cylinders shall be tested in accordance with ASTM C 39. The average compressive strength shall be equal to or greater than the specified design strength (4000 psi). Not more than 10% of the cylinders shall fall below the design strength (4000 psi). In no case shall any cylinder tested fall below 3200 psi. Number of such cylinder tests shall be as follows:

6.1.2.1 One set of cylinders for each day's run castings or

6.1.2.2 One set of cylinders for each 200 linear feet of riser sections manufactured.

6.1.2.3 One set of cylinders per 20 bases or flat tops manufactured.

The Engineer may require additional tests should compressive test results fail.

6.1.3 Earthwork Test: Maximum laboratory density shall be measured in accordance with AASHTO T-99. Field densities shall be determined in accordance with AASHTO T-

191 or ASTM D 2992. Standard proctors and field densities shall be performed in accordance with the following schedule.

Standard proctor tests shall be required for earthwork associated with manhole construction. At least two (2) field density tests shall be conducted for earth work associated with each manhole construction.

6.1.4 Inspection for Watertightness: All manholes shall be inspected for watertightness prior to placing into service.

RESTORATION OF ROADS, DRIVEWAYS, FENCES

LAWNS AND OTHER GRASSED AREAS

1.0 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 this 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.

2.0 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:

American Association of State Highway and Transportation Officials (AASHTO).

T 99 Standard Method of Test for the Moisture Density Relations of Soils Using a 5.5 lg. (2.5 kg) Rammer and a 12-inch (305 mm) Drop.

T 167 Compressive Strength of Bituminous Mixture

T 191 Standard Method of Test for Density of Soil In-Place by the Sand-Cone Method

T 230 Determining Degree of Pavement Compaction of Bituminous Aggregate Mixtures

American Society for Testing and Materials (ASTM)

D 2922 Density of Soil and Soil Aggregate in Place by the Nuclear Method (Shallow Depths)

Mississippi Department of Transportation (MDOT)

Standard Specifications for Road and Bridge Construction, Current Edition.

Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD)

3.0 SUBMITTALS

3.1 Mix Designs: Design mix will be provided by Contractor and approved by Engineer prior to production of asphalt.

4.0 MATERIALS

4.1 Subbase and Base Courses: Subbase and base courses under paved areas shall be as specified in MDOT Specification Section 301.

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 702.

4.3 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. Materials shall conform to the following subsection of MDOT Specifications Sections 702 and 703.

Bituminous Materials (AC-20) 702.01 Aggregate

A. BC-1 Binder Course

B. SC-1 for Surface Course Filler 703.14

C. **Topsoil:** Topsoil shall be in accordance with Technical Specifications - SEEDING AND SODDING.

E. **Seeding and Sodding:** Seeding and sodding operations shall be in accordance with Technical Specifications - SEEDING AND SODDING.

5.0 CONSTRUCTION

5.1 Maintenance of Traffic: Prior to limiting or restricting traffic on any street or road, the Contractor shall obtain permission from the Engineer. Through or local traffic shall at all times be accommodated by the use of temporary approaches, crossings or detours (if allowed by the Engineer). 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.

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.

The Contractor shall at all times (unless otherwise permitted in writing by the Engineer) maintain open one lane to traffic during construction operations and restore roadways to two-way traffic during non-construction hours. All traffic shall be maintained in accordance with the MUTCD, current Edition.

5.2 Repair of Asphalt/Concrete Streets/Driveways/Parking Lots:

A. Removal and Earthwork: 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 subgrade and to 95% of maximum laboratory density in the upper one foot of the subgrade.

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 subgrade is reached.

A. Clay Gravel Base Course: Class 4, Group "B" as per 2006 Edition of Mississippi State Highway Department Road and Bridge Specification.

B. Asphalt Repair: Temporary Asphalt repair shall be made using 2" thickness of milled asphalt material.

C. Concrete Repair: Concrete repair shall be made using 3,000 psi concrete meeting Technical Specifications - CONCRETE

D. Prime Coat: Prime coat shall be applied to exposed existing base material prior to overlay with asphaltic base course in accordance with MDOT Specification Section 408.

F. 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.

G. Asphalt Wearing Course: Placement and compaction of the bituminous pavement shall be in accordance with MDOT Specification Section 403.03.

E. Utilities: All utility covers excavated during removal of streets, driveways, parking lots shall be restored to finished grade.

5.3 Driveways and Sidewalks: 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 (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 4 inches.

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.

5.4 Repair to Gravel Roads: Gravel roads shall be backfilled and compacted in accordance with Paragraph (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 AASHTO T99.

5.5 Repair to Lawns:

A. 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.

B. 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.

C. 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 - ½ 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.

D. 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 - ½ 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.

Sodding: Sodding shall be in accordance with Technical Specifications: - Seeding and Sodding

5.6 Erosion Control: 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. 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.

5.7 General Grassing of Unimproved Areas

A. 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 slopes 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.

B. 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.

C. 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.

D. Fertilizer and Agricultural Limestone: The Contractor shall uniformly apply 800 lbs. 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.

Seeding: Seed shall be uniformly sown in accordance with Technical Specification - Seeding and Sodding

Sodding: Sod shall be place in accordance with Technical Specification - Seeding and Sodding

E. 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 an emulsified asphalt or by "crimping" parts of the material into the soil.

5.8 Miscellaneous Items: Items such as fences, gates, 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.

5.9 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.

6.0 TESTING

6.1 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.

6.2 Earthwork: Earthwork directly involved with road and street repair shall be tested as follows:

A. Moisture Density Relationship (Standard Proctors): Two tests of sampled native material shall be required. Tests shall be in accordance with AASHTO T 99.

B. 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.

C. Topsoil: Two pH tests and two organic content tests (wet combustion method) will be required.

CONCRETE

1. GENERAL

A. This item shall consist of furnishing all materials, labor, supervision, tools, equipment and incidentals and performing all forms of work; furnishing and placing reinforcement, inserts and anchors; mixing, placing, curbing, and furnishing of portland cement concrete.

B. The work includes, but is not necessarily limited to manholes, pumping stations, lift stations and minor concrete work.

2. APPLICABLE DOCUMENTS

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 publication referenced shall apply to the work.

A. American Society for Testing and Materials (ASTM):

A 615 Billet Steel for Concrete Reinforcement

C 31/C 31M Making and Curing Concrete Compressive and Flexural Strength Test Specimens in the Field

C 33 Specifications for Concrete Aggregates

C 39/C 39 M Compressive Strength of Molded Concrete Cylinders

C 143 Slump of Portland Cement Concrete

C 150 Portland Cement

B. Mississippi Department of Transportation (MDOT):

Standard Specifications for Road and Bridge Construction Current Edition.

3. SUBMITTALS:

The following data shall be submitted to the Engineer for review prior to incorporation into the work:

A. Letter from the manufacturer certifying the concrete mix conforms to the requirements for Class

B concrete as defined in Section 804 of the MDOT Standard Specifications for Road and Bridge Construction.

B. Letter of certificate from the manufacturer certifying that the reinforcing steel conforms to the herein specified requirements.

4. MATERIALS:

A. **General:** The concrete shall be ready-mix concrete manufactured by a plant for delivery to the site of the work in a plastic state. The Contractor may batch the concrete at the work site by use of portable mixers providing the following requirements are met:

1. Facilities shall be provided to properly weight, proportion and control the components of the concrete mix.
2. The mixer(s) shall be of such capacity so as to allow the complete placement of the plastic concrete mix prior to the initial set of any portion of the particular concrete pour.

B. **Concrete Mix:** The concrete materials and mix design, shall conform to the requirements for Class B concrete Section 804, MDOT Standard Specifications for Road and Bridge Construction. The compressive strength of the concrete shall be a minimum of 3000 psi at 28 days, or earlier. Type I Portland Cement shall be used in the mix, except where otherwise specified or permitted. Prior to producing any concrete for cast-in-place construction on the project, the Contractor shall submit to the Engineer the proposed mix design and shall obtain Engineer's approval of the mix design.

C. **Reinforcing Steel** - shall be new stock, deformed bars conforming to ASTM A 615, Grade 40 or Grade 60.

D. **Curing Material** - shall consist of wetted burlap, wetted cotton mats, plastic sheeting, or an approved liquid membrane material which will satisfactorily keep the new concrete in a moist condition for at least seven (7) days.

5. CONSTRUCTION:

A. **Weather Limitations:** Concrete shall be placed when the atmospheric temperature is a minimum of thirty-five (35) degrees F. and rising. Newly placed concrete shall be protected from cold temperatures for at least four (4) days at a temperature of not less than forty (40) degrees F.

B. **Forms:** Forms shall be securely anchored in place and properly aligned. Wood forms shall be oiled prior to placement of fresh concrete mix.

C. Reinforcement: Reinforcing bars shall be securely mounted by the use of chairs or other approved methods so as to not become displaced during placement of concrete mix. The positioning of reinforcing by working the bars into the newly placed concrete mix shall not be allowed.

D. Placement: The plastic concrete mix shall be worked (and vibrated if required) into the form work. The mix shall be consolidated so as to remove all voids and finished to form a true and level surface.

E. Curing: The hardened concrete shall be kept moist by the use of curing materials for a minimum of seven (7) days.

F. Slump Requirements: The following slump requirement shall apply:
Class B Concrete 2-4 Inches

G. Chamfered Corners: All exposed corners shall be chamfered one (1) inch or as indicated.

H. Finish:

1. All surfaces shall be "floated" to provide a uniform and level surface. Defects (honeycombs, ties, etc.) shall be repaired. No rubbing shall be required.

2. Sidewalks, driveways and other surfaces subject to pedestrian traffic shall be floated as noted in paragraph 1 above and shall receive a "broom" finish.

6. TESTING

The following test shall be required:

A. Slump: The Engineer shall test the concrete mix for conformance to the slump requirements as required. Test shall be in accordance with ASTM C 143.

B. Compressive Strength: The Engineer shall sample the concrete mix and prepare test cylinders for conformance to the compressive strength requirements. The Contractor shall transport the cylinders to the testing laboratory (employed by the Contractor) and have the cylinders tested in accordance with ASTM C 31 and C 39. The results of such test shall be forwarded to the Engineer. Test shall be performed at the following schedule.

One test per 15 cubic yards or major fraction thereof. A minimum of one test for each day of mixing shall be performed.

SEEDING AND SODDING

1.0 DESCRIPTION

This item consists of furnishing all labor, supervision, materials, tools, incidentals and equipment and performing all work for topsoiling, tilling, fertilizing, seeding, watering, and otherwise establishing, protecting and maintaining seeded and sodded areas as required by the Contract Drawings and these specifications, and including repair, refertilizing and reseeding as required until final inspection and acceptance of the project.

2.0 SUBMITTALS

Certificates for fertilizer, limestone, seed.

3.0 MATERIAL

3.1 Topsoil: Topsoil shall be the surface layer of soil that is stockpiled by the Contractor during stripping and/or excavation on the site. The topsoil shall be free of subsoil, clay, lumps, stones, brush or seed. Topsoil shall have a pH value of not less than 4.5 nor more than 8.0.

3.2 Lime: Lime shall be ground limestone containing not less than 80% of total carbonates and shall be ground to such fineness that 80% will pass through a No. 10 mesh sieve and 40% will pass through a No. 40 mesh sieve.

3.3 Fertilizer: Fertilizer shall be water soluble commercial carriers of available plant food elements or combinations thereof, as stated herein and shall conform to the applicable state fertilizer laws. They shall be uniform in composition, dry, and free flowing materials in condition for application by suitable equipment. The fertilizer shall be delivered in standard bags or other convenient standard containers, each fully labeled with manufacturer's guaranteed analysis. Any fertilizer shall contain not less than the percentages by weight of the ingredients set out as follows: (1) Nitrogen, 13% (2) Phosphorous P O, 13%, (3) Potash K C, 13%. Invoices for fertilizer will show the kind and have analysis furnished.

3.4 Seed: Seeds with a minimum pure live seed content of 90% shall be used. They shall be of the best grade and of known vitality, purity, and germination and shall be delivered in containers bearing seed tags as required by law showing percentages of germination content and purity of seed as well as percentages of weed seed content.

All seeds shall be free of wild onion, Canadian thistle, Johnson grass, crab grass or other seeds of noxious weeds. All seeds shall be furnished in standard containers, or as acceptable to the Engineer. Seed which has become wet, moldy or otherwise damaged in transit or storage will not be acceptable.

Purity, Germination and Planting Schedule

Spring and Summer Seeding (March 1 to September 1)

<u>Name</u>	<u>Percent Purity</u>	<u>Percent Germination</u>	<u>Mix (Dry Wt. Lbs.) Per Acre</u>
Hulled Bermuda	95	90	20
Pensacola Bahia	95	90	30

TOTAL 50

Fall and Winter Seeding (September 1 to March 1)

<u>Name</u>	<u>Percent Purity</u>	<u>Percent Germination</u>	<u>Mix (Dry Wt. Lbs.) Per Acre</u>
Unhulled Bermuda	95	90	20
Pensacola Bahia	95	90	30
Rye	95	85	15
Crimson Clover	95	85	8

TOTAL 73

Seeding in Existing Lawns: Grass seeds for existing lawns shall be the same as the existing grass.

3.5 Leguminous Inoculants: Inoculation media containing live nitrogen-fixing bacteria shall be supplied with all legume seed. The inoculants shall be standard, pure culture of nitrogen-fixing bacteria. Each kind of legume will require a cultural bacteria that is adapted to that particular kind of seed. The bacteria shall be supplied in convenient containers of a proper size to treat the amount of seed to be planted. The legume seeds shall be treated according to the directions, and before the expiration date for use of the media shown on the container.

3.6 Soil for Repairs: for fills or areas to be repaired, soil shall be topsoil of a least equal quality to that which exists in areas adjacent to the area to be repaired.

3.7 Water: Water shall be free from oil, acid, alkali, salt, and other substances harmful to growth of grass, and shall be from a source accepted prior to use.

3.8 Solid Sod: Bermuda or Carpet Grass and shall be native to the locality of the work and shall,

when placed be live, fresh, growing grass with at least two and one-half (2 ½) inches of soil adhering firmly to the roots. The sod shall be reasonably free from obnoxious weeds or other grasses, and shall not contain any matter deleterious to its growth; or which might affect its subsistence or hardiness when transplanted. The sod shall be in blocks at least 3" x 8", and free from ragged edges.

4.0 INSPECTION AND TESTS

4.1 Fertilizer and Limestones: Duplicate copies of material invoices shall be furnished to the Engineer. Invoices shall show quantities and grade of fertilizer, quantity of limestone, percentages of calcium carbonate and magnesium carbonate, as applicable, and the percentages of limestone that pass the No. 40 and the No. 10 mesh sieves. Samples of each lot of fertilizer and limestone shall be furnished for testing. Upon completion of project a final check of total quantities of fertilizer and limestone used will be made against total area treated, and if minimum rates of application have not been met, additional quantities of these materials to make up minimum application specified shall be distributed.

4.2 Seed: Contractor shall furnish to the Engineer duplicate signed copies of statement(s) from vendor(s), certifying that each container of seed delivered is labeled in accordance with Federal Seed Act and is at least equal to requirements specified therein. This certification shall be obtained from vendor and shall be furnished before application.

5.0. PREPARATION OF GROUND SURFACE

5.1 General: Equipment, in good operating condition, shall be used for the proper preparation of the ground and for handling and placing all materials. Equipment shall be acceptable before work is started.

5.2 Topsoiling: Topsoil shall be obtained from job site stockpiles formed during stripping and/or excavation operations and shall be free from subsoil, clay lumps, stones, brush, grasses or weeds, excess acids or alkali, or any other material to subsequent, smooth, grading, planting, and maintenance operations.

The topsoil shall be evenly spread on tilled areas to a uniform depth of at least 3 inches after compaction. Spreading shall be performed so that seeding can proceed with a minimum of soil preparation or tilling. After preplanting fertilization is completed, the topsoil shall be compacted by rolling with a cultipacker or by other approved means.

Rehabilitation of the stockpile areas shall include returning the area to near pre-construction conditions, including seeding of the area to re-establish the growth of grass.

5.3 Grading: Previously established grades shall be maintained on the areas to be treated in a true and even condition; necessary repairs shall be made to previously graded areas by means of graders

or other approved equipment.

5.4 Tillage: After the areas required to be treated have been brought to the grades shown, the soil shall be tilled to a depth of at least 4 inches by plowing, disking, harrowing, or other acceptable operations until the condition of the soil is acceptable. The work shall be performed only during period when beneficial results are likely to be obtained. When drought, excessive moisture, or other unsatisfactory conditions prevail, the work shall be stopped when directed. Undulations or irregularities in the surface shall be leveled before the next specified operation.

6.0 APPLICATION OF FERTILIZER AND LIMESTONE

6.1 Preplanting fertilization of areas to be seeded: Fertilizer shall be distributed uniformly at a rate of 800 pounds per acre over areas to be seeded and shall be mixed into the soil to a depth of at least 4 inches by disking, harrowing, or other acceptable methods. Application of fertilizer may be part of the operation specified in Section 5.4: TILLAGE of this specifications.

6.2 Liming: Immediately following or simultaneously with incorporation of fertilizer, limestone shall be distributed uniformly at a rate of 4000 pounds per acre, and shall be mixed into the soil to a depth of at least 4 inches by disking, harrowing, or other acceptable methods. Application of limestone along with fertilizer may be part of the operation specified in Section 5.4: TILLAGE of this specifications.

6.3 Leveling: Surface irregularities resulting from tillage, fertilizing, liming, or other operations shall be leveled before seeding.

6.4 Postplanting fertilization: From 40 to 60 days after seeding, ammonium nitrate or its nitrogen equivalent shall be applied uniformly at a rate of 225 pounds per acre over areas seeded. Fertilizer shall be applied when grass blades are dry to minimize burning. The planted area shall be watered to thoroughly moisten the upper 6 inches of the soil surface after the fertilizer is applied.

7.0 PLANTING SEED

7.1 General: A satisfactory method of sowing shall be employed, using approved mechanical power-drawn drills or seeders, or other approved methods. When drills are used, markers or other means shall be provided to insure that the successive seeded strips will overlap or be separated by a space no greater than 6 inches. When delays in operations extend the work beyond the most favorable planting season for species designated or when conditions are such by reason of drought, high winds, excessive moisture, or other factors that satisfactory results are not likely to be obtained, work shall be halted as directed and resumed only when conditions are favorable or when approved alternate or corrective measure and procedures have been effected. If inspection during or after seeding operations indicates that strips wider than 6 inches have been left unplanted or other areas skipped, additional seed shall be sown.

7.2 Broadcast Seeding: Seeding shall be broadcast either by hand or with acceptable seeding equipment, in combination with fertilizer, or with other acceptable sowing equipment. Seed shall be distributed uniformly over designated areas. Half of the seed shall be sown with sower moving at right angles to first sowing. Seed shall be covered to an average depth of 1/4 inches by brush harrow, spiketooth harrow, chain harrow, cultipacker, hand rake with wood tines, or other approved device. Seed shall not be broadcast during windy weather.

7.3 Drill Seeding: Drill seeding shall be accomplished with approved equipment with drills set not more than 6 inches apart. Seed shall be sown uniformly over designated areas to average depth of 1/4 inch.

7.4 Sodding: All solid sod shall be procured areas where the soil is fertile and contains a high percentage of loamy topsoil, and from areas that have been grazed or mowed sufficiently to form a dense turf.

Mechanical devices, such as sod cutter, may be used for cutting the sod into strips or blocks. Care shall be exercised at all times to retain the native soil on the roots of the sod during the process of excavating, hauling and planting.

The solid sod blocks shall be transplanted within 24 hours from the time of cutting, unless they are stacked at their destination in a manner satisfactory to the Engineer. All solid sod in stacks shall be kept moist and protected from exposure to the air and sun, and from freezing. In no event shall more than two (2) days elapse between the cutting and planting of the solid sod.

Solid sod shall be planted during the period between March 1st and December 15th, unless written permission is given by the Engineer to extend the planting season. The solid sod shall be placed on the prepared surface with the edges in close contact. All cracks between blocks of solid sod shall be closed with small pieces of fresh sod, and all cracks too small for sod shall be filled by a light dressing of topsoil. The entire sodded area shall then be compacted and watered to the satisfaction of the Engineer. Rollers, hand tamps or other approved equipment may be used for compacting.

Surfaces of solid sodding which, in the opinion of the Engineer, may slide due to the height and slope of the surface or nature of the soil, shall, upon direction of the Engineer, be "pegged" with wooden pegs driven through the sod blocks into firm earth, sufficiently close to hold the sod in place.

8.0 MAINTENANCE

Seeded areas shall be maintained until all work or designated portions thereof have been completed and accepted. Tall grass and weeds that tend to impede the desired grass species shall be mowed, and any damage resulting from these operations shall be repaired at the Contractor's expense.

9.0 ESTABLISHMENT OF GROWTH

9.1 General: The Contractor shall be responsible for proper care of seeded areas while grass is becoming established for three (3) months after completion of treatment on the entire project, unless desired cover is established in a shorter period of time and the Owner shortens responsibility period. The Contractor shall be responsible for providing a satisfactory stand of grass. A satisfactory stand of grass is determined as a cover of living grass in which gaps larger than 12 inches square do not occur as determined by an acceptance inspection made at the end of the maintenance period. Maintenance work shall be performed at the Contractor's expense.

9.2 Mowing: Seeded and sodded areas shall be mowed with acceptable mowing equipment to a height of about 4 inches when average height of grass becomes about 8 inches. When amount of cut grass is heavy, grass shall be removed to prevent destruction of underlying turf. If weeds or other undesirable vegetation threatens to impede the growth of planted species, such vegetation shall be mowed, or in case of excessive growth, shall be uprooted, raked and removed from area.

9.3 Refertilizing: The Contractor will determine areas needing refertilization at least 15 days before application is required. Fertilization shall be distributed on designated area during periods when grass is dry. 13-13-13 grade fertilizer shall be applied uniformly at a rate of 800 pounds per acre. Fertilizer conforming to physical condition, packaging and marking as specified hereinbefore shall be provided.

9.4 Reseeding: The Contractor will determine areas requiring reseeding at least 15 days before period specified for reseeding. Seed specified hereinbefore shall be drilled at rates hereinbefore specified, in a manner that will cause minimum disturbance to existing stand of grass, and at an angle of not less than 15 degrees from direction of previously seeded rows.

CONNECTION TO MAINLINE PIPE (INSERT-A-TEE)

“Connection of the new service lateral* to the mainline shall be accomplished by means of a compression-fit service connection. The service connection shall be specifically designed for connection to the sewer main being installed, and shall be INSERTA TEE as manufactured by INSERTA FITTINGS Co., Hillsboro, Oregon, Telephone (503) 357-2110; Fax (503) 359-5417; or approved equal. Installing using procedures and equipment as referenced in manufacturer’s written installation instructions.”

****Types available for all mainlines***

PART NO.	TYPES	GASKETED BELL SDR 35	GASKETED BELL IPS/SCII 40
1	PVC Hub	ASTM D3034	ASTM D3034 SDR 26
2	Gasket	ASTM F477	ASTM F477
3	Band	301 SS	301 SS
3	Screw	305 SS	305 SS
3	Housing	301 SS	301 SS
4	Rubber Sleeve	ASTM C443	ASTM C443

ADVERTISEMENT FOR BIDS:

NOTICE is hereby given that the City Clerk of the City of Hattiesburg, Mississippi, will receive sealed bids until 10:00am on September 27, 2012 in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements for the following:

**COMPRENSIVE SEWER IMPROVEMENTS
PHASE III
HATTIESBURG, MISSISSIPPI**

Plans, Specifications and proposal forms may be obtained from Shows, Dearman & Waits, Inc., P.O. Box 1711, 301 Second Avenue, Hattiesburg, Mississippi, 39403, upon deposit of \$150.00, 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:

**COMPRENSIVE SEWER IMPROVEMENTS
PHASE III
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 ____ day of ____ A.D., 20__.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Eddie R. Myers, City Clerk

Publish on 8/23/12 & 8/30/12
City of Hattiesburg
Return PROOF to the City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403-1898

ADVERTISEMENT FOR BIDS:

NOTICE is hereby given that the City Clerk of the City of Hattiesburg, Mississippi, will receive sealed bids until 10:00am on September 27, 2012 in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements for the following:

**COMPREHENSIVE SEWER IMPROVEMENTS
PHASE III
HATTIESBURG, MISSISSIPPI**

Plans, Specifications and proposal forms may be obtained from Shows, Dearman & Waits, Inc., P.O. Box 1711, 301 Second Avenue, Hattiesburg, Mississippi, 39403, upon deposit of \$150.00, 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:

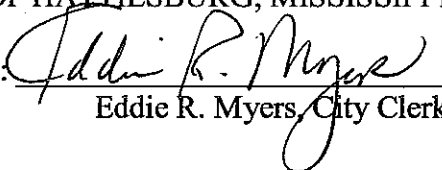
BID:

**COMPREHENSIVE SEWER IMPROVEMENTS
PHASE III
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 21 day of Aug A.D., 20 12.

CITY OF HATTIESBURG, MISSISSIPPI

BY: 
Eddie R. Myers, City Clerk

Publish on 8/23/12 & 8/30/12
City of Hattiesburg
Return PROOF to the City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403-1898



City of Hattiesburg, MS

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

Master

File Number: 2012-1030

File ID: 2012-1030

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 08/09/2012

Brief Title: Approve taxi permit

Final Action:

Minute Book Number: MB 2012-1/292

Title:

Approve the issuance of taxi permit for Marian Campbell Ware (E-100), to drive for Lil Crew Taxi Company.

Notes:

Sponsors:

Enactment Date:

Attachments: Taxi.Ware, executed Taxi.Ware

Enactment Number:

Contact:

Meeting Date: 08/21/2012

Drafter: Marilyn Schwandt

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/21/2012					

Text of Legislative File 2012-1030

Title

Approve the issuance of taxi permit for Marian Campbell Ware (E-100), to drive for Lil Crew Taxi Company.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

A PERMIT TO OWN OR OPERATE A TAXI CAB

OWNER / OPERATOR PERMIT NUMBER: PTL 120302

FEE: \$25.00

BADGE NUMBER / PERMIT NUMBER: E-100

INS: X

COMMERCIAL DRIVER'S LICENSE NO: 800677248

COMMERCIAL DRIVER'S LICENCE EXPIRES: 9-11-15

Marian Campbell Ware having complied with the terms and conditions of Ordinance No. 2157 of the City of Hattiesburg is hereby granted a permit to own or operate a motor vehicle for the Lil Crew Taxi Company for carrying passengers for hire over the streets, avenues, and alleys of the City of Hattiesburg, Mississippi.

THIS PERMIT shall be valid for one (1) year from the date of issuance, unless cancelled prior to said date by the Mayor and Council or such duly constructed legislative body as may be the successor to such Council, as provided by said Ordinance.

THIS PERMIT issued for a term of
one (1) year beginning _____ and ending _____.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Johnny L. DuPree, Mayor

APPROVED BY: _____
Chief of Police

ATTEST:

CITY CLERK

A PERMIT TO OWN OR OPERATE A TAXI CAB

OWNER / OPERATOR PERMIT NUMBER: PTL 120302

FEE: \$25.00

BADGE NUMBER / PERMIT NUMBER: E-100

INS: X

COMMERCIAL DRIVER'S LICENSE NO: 800677248

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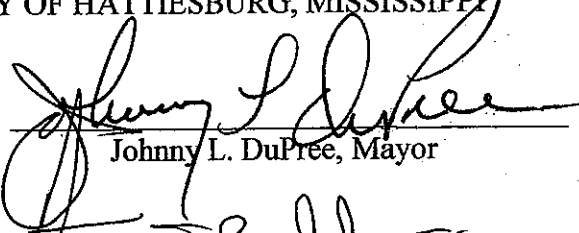
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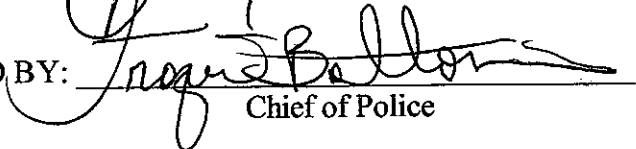
THIS PERMIT issued for a term of
one (1) year beginning _____ and ending _____.

CITY OF HATTIESBURG, MISSISSIPPI

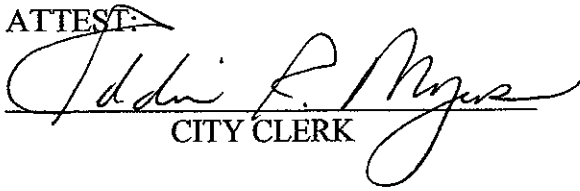
BY:


Johnny L. DuPree, Mayor

APPROVED BY:


Chief of Police

ATTEST:


CITY CLERK



City of Hattiesburg, MS

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

Master

File Number: 2012-1031

File ID: 2012-1031

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 08/09/2012

Brief Title: Approve taxi permit

Final Action:

Minute Book Number: MB 2012-1/292

Title:

Approve the issuance of taxi permit for John Arthur Williams (E81), to drive for Yellow Cab Company.

Notes:

Sponsors:

Enactment Date:

Attachments: Taxi Williams, executed Taxi Williams

Enactment Number:

Contact:

Meeting Date: 08/21/2012

Drafter: Marilyn Schwandt

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/21/2012					

Text of Legislative File 2012-1031

Title

Approve the issuance of taxi permit for John Arthur Williams (E81), to drive for Yellow Cab Company.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

A PERMIT TO OWN OR OPERATE A TAXI CAB

OWNER / OPERATOR PERMIT NUMBER: PTL # 90184

FEE: \$25.00

BADGE NUMBER / PERMIT NUMBER: E-081

INS: X

COMMERCIAL DRIVER'S LICENSE NO: 801235484

COMMERCIAL DRIVER'S LICENCE EXPIRES: 10-26-15

John Arthur Williams having complied with the terms and conditions of Ordinance No. 2157 of the City of Hattiesburg is hereby granted a permit to own or operate a motor vehicle for the YELLOW CAB Company for carrying passengers for hire over the streets, avenues, and alleys of the City of Hattiesburg, Mississippi.

THIS PERMIT shall be valid for one (1) year from the date of issuance, unless cancelled prior to said date by the Mayor and Council or such duly constructed legislative body as may be the successor to such Council, as provided by said Ordinance.

THIS PERMIT issued for a term of
one (1) year beginning _____ and ending _____.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____

Johnny L. DuPree, Mayor

APPROVED BY: _____

Chief of Police

ATTEST:

CITY CLERK

A PERMIT TO OWN OR OPERATE A TAXI CAB

OWNER / OPERATOR PERMIT NUMBER: PTL # 90184

FEE: \$25.00

BADGE NUMBER / PERMIT NUMBER: E-081

INS: X

COMMERCIAL DRIVER'S LICENSE NO: 801235484

COMMERCIAL DRIVER'S LICENCE EXPIRES: 10-26-15

John Arthur Williams having complied with the terms and conditions of Ordinance No. 2157 of the City of Hattiesburg is hereby granted a permit to own or operate a motor vehicle for the YELLOW CAB Company for carrying passengers for hire over the streets, avenues, and alleys of the City of Hattiesburg, Mississippi.

THIS PERMIT shall be valid for one (1) year from the date of issuance, unless cancelled prior to said date by the Mayor and Council or such duly constructed legislative body as may be the successor to such Council, as provided by said Ordinance.

THIS PERMIT issued for a term of
one (1) year beginning _____ and ending _____.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____

Johnny L. DuPree, Mayor

APPROVED BY: _____

Chief of Police

ATTEST

Eddie R. Myers
CITY CLERK



City of Hattiesburg, MS

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

Master

File Number: 2012-1033

File ID: 2012-1033

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 08/09/2012

Brief Title: Acknowledge Privilege License Report

Final Action:

Minute Book Number: MB 2012-1/292

Title:

Acknowledge receipt of Privilege License Report for the month of July, 2012.

Notes:

Sponsors:

Enactment Date:

Attachments: Privilege License.July 2012

Enactment Number:

Contact:

Meeting Date: 08/21/2012

Drafter: Marilyn Schwandt

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/21/2012					

Text of Legislative File 2012-1033

Title

Acknowledge receipt of Privilege License Report for the month of July, 2012.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

PRIVILEGE LICENSE MONTHLY REPORT
July 2012

New Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0121221	20.00		HUEY CONSTRUCTION 5128 WILKERSON LN LONG BEACH, MS 39560
0121224	20.00		KARE-IN-HOME HOSPICE, LLC 6222 HWY 98, SUITE 200 GULFPORT, MS 39503
0121225	20.00		TK'S STUMP GRINDING 238 TIMBERTON DR. HATTIESBURG, MS 39401
0121227	20.00		WORLDWIDE MUSIQQQ PROMOTIONS 557 HELVESTON RD. STE 704 HATTIESBURG, MS 39401
0121237	20.00		B CREATIVE ALTERATIONS 1520 ADELINE ST., STE F HATTIESBURG, MS 39401
0121239	20.00		BRAZEN 'SKATEBOARDS' SKATE SHOP 6086 US HWY 98 W HATTIESBURG, MS 39402
0121240	51.00		COMMUNITY HOSPICE, INC 6242 HWY 98, STE 60 SHERMAN, MS 38800
0121249	20.00		CYBER VINDICATION 2820 LINCOLN RD., APT 52 HATTIESBURG, MS 39401
0121279	30.00		CHILDREN'S MEDICAL GROUP 39 FRANKLIN RD, STE 220 HATTIESBURG, MS 39404
0121281	20.00		TOUCHSTONE DENTISTRY 5215 OLD HWY 11 STE 82 HATTIESBURG, MS 39402
0121294	25.00		JOHN WHITE LTD 215 S 40TH AVE HATTIESBURG, MS 39402
0121295	20.00		AUTO LOCATORS & SALES INC 6384 HWY 98 W HATTIESBURG, MS 39402
0121320	20.00	11.00	ED PITTMAN, JR. ATTORNEY 5295 OLD HWY 11, STE 3 HATTIESBURG, MS 39402

PRIVILEGE LICENSE MONTHLY REPORT
July 2012

New Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0121324	20.00		TEC OF JACKSON, INC 32 MILBRANCH RD., STE 30 JACKSON, MS 39201
0121325	57.00		CLEAR CHANNEL BROADCASTING, INC 6555 HWY 98 WEST, SUITE B SAN ANTONIO, TX 78229
0121329	20.00		STEWART & ASSOCIATES 1033 JOHNSTON ST PETAL, MS 39465
0121331	30.00		WM F HORNE & CO., PLLC 22 MILBRANCH, STE 400 LAUREL, MS 39441
0121341	30.00		TERRYMARK, INC 404 AIRPORT BLVD MERIDIAN, MS 39304
0121354	10.00		THE COOPERTOWN CAFE 6414 HWY 98 W STE 60 SUMRALL, MS 39482
0121356	20.00		MAGNOLIA ANALYTICAL LLC 1 LINCOLN PKWY, STE 101 HATTIESBURG, MS 39402
0121370	20.00		REALITY SALON & SPA 334 NORTH 25TH ST. HATTIESBURG, MS 39401
0121371	20.00		RETROS, SNAPBACKS & SKATEBOARDS 2415 WEST 4TH ST. STE A BROOKLYN, NY 11221
0121379	20.00		PIT CREW DETAIL 2212 ALICE DR. HATTIESBURG, MS 39401
0121385	30.00		FREEDOM HOMES #614 6896 HWY 49 MARYVILLE, TN 37802
0121418	30.00		DESIGN BLDG ASSOC INC 4354A OLD SHELL ROAD #316 MOBILE, AL 36608
0121424	30.00	17.70	WESTGATE CLEANERS 5289 OLD HWY 11 HATTIESBURG, MS 39402

PRIVILEGE LICENSE MONTHLY REPORT
July 2012

New Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0121432	20.00		A STEP ABOVE 313 N 37TH AVE, APT 95 HATTIESBURG, MS 39401
0121446	45.00		GENOA CONSTRUCTION SERVICES INC ATLANTA GA ATLANTA, GA 30339
0121450	39.00		PATCO ELECTRICAL CONTRACTORS, INC NORTH PORT, AL NORTHPORT, AL 35476
0121455	20.00		YOUNG CONTRACTING/SE, INC J C PENNY 1000 TURTLE CREEK ATLANTA, GA 30350
0121472	5.00		DRAGON HOUSE 6131 HWY 49 S HATTIESBURG, MS 39401
0121474	20.00		AFFORDABLE AUTO CARE 100 64TH ST. HATTIESBURG, MS 39401

32	792.00	28.70	

227 16,948.50 184.30

Total Collection For July

New Licenses	792.00
Renewed Licenses	16,948.50
Penalties	213.00
Grand Total	17,953.50



City of Hattiesburg, MS

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

Master

File Number: 2012-1032

File ID: 2012-1032

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 08/09/2012

Brief Title: Acknowledge proof of publication

Final Action:

Minute Book Number: MB 2012-1/292

Title:

Acknowledge proof of publication for the month of July, 2012.

Notes:

Sponsors:

Enactment Date:

Attachments: Proof of Pub. July

Enactment Number:

Contact:

Meeting Date: 08/21/2012

Drafter: Marilyn Schwandt

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/21/2012					

Text of Legislative File 2012-1032

Title

Acknowledge proof of publication for the month of July, 2012.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

PROOF OF PUBLICATION THE STATE OF MISSISSIPPI HINDS COUNTY

PAS
C1934
THE C
02004
HPP-6

SECTION 901
ADVERTISEMENT
CITY OF HATTIESBURG
Forest County,
MISSISSIPPI
Federal Aid Urban Project
No. HPP-6098-
00(007)LPA/105194-
801000

The City Council of the City of Hattiesburg, Mississippi, will receive bids for Widening of Hardy Street between U.S. Highway 49 and 21st Avenue for a total project length of 0.354 miles, Federal Aid Urban Project No. HPP-6098-00(007)LPA/105194-801000, no later than 10:00 A.M. Local Time, July 26, 2012, at the Council Room located at 200 Forrest St., Hattiesburg, Mississippi. All bids so received will be publicly opened and read aloud.

The work shall consist essentially of the following items:

Widening of Hardy Street between U.S. Highway 49 and 21st Avenue. All other related items of work required to complete the project as shown and specified in the Contract Documents.

The above general outline of features of the work does not in any way limit the responsibility of the Contractor to perform all work and furnish all plant, labor, equipment and materials required by the specifications and the drawings referred to therein.

The attention of bidders is directed to the Contract Provisions governing selection and employment of labor. Minimum wage rates for Federal-Aid projects have been predetermined by the Secretary of Labor and are subject to Public Law 87-581 Work Hours Act of 1962, as set forth in the Contract Provisions.

The City Council of Hattiesburg, Mississippi hereby notifies all Bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, no person or enterprise will be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The award of this contract will be contingent upon the Contractor satisfying the DBE/WBE requirements.

The Contract Documents are on file and may be examined at the following location:

1. Shows, Dearman and Waits, Inc., 301 2nd Avenue, Hattiesburg, Mississippi, 39401

All documents required for bidding purposes may be obtained from Shows, Dearman and Waits, Inc. located at 301 2nd Avenue, Hattiesburg, Mississippi, 39401 (Mailing address: P.O. Box 1711, Hattiesburg, MS 39403-1711) upon payment of \$100.00 for each set, which will not be refunded.

Each bid shall be accompanied by a Certified Check on a solvent bank or a Bidder's Bond issued by a Surety Company licensed to operate in the State of Mississippi, in the amount

of five percent (5%) of the total bid price, payable to the City of Hattiesburg as bid security. Bidders shall also submit a current financial statement, if requested by the City. The successful bidder will be required to furnish a Contract Bond in the amount of one hundred percent (100%) of the contract amount.

The proposal and contract documents in its entirety shall be submitted in a sealed envelope and deposited with the City Clerk, 200 Forrest St., Hattiesburg, Mississippi prior to the hour and date above designated. No bidder may withdraw his bid within sixty (60) days after the date of sealed bid opening without Owner's consent.

Work to be performed shall be in accordance with the Mississippi State Highway Standard Specifications for Road and Bridge Construction, 2004, together with all amendments and/or special provisions and/or addenda to the standards duly applied and adopted, unless otherwise noted in these specifications.

The attention of Bidders is directed to the provisions of Subsection 102.07 pertaining to irregular proposals and rejection of bids.

PUBLISHED by order of the Council on this, the 19th day of June 2012.

THE CITY COUNCIL,
HATTIESBURG,
MISSISSIPPI

BY Eddie R. Myers/
Eddie Myers
City Clerk of the City of Hattiesburg

PUBLISHED: June 28, 2012
July 5, 2012

PERSONALLY appeared before me, the undersigned notary public in and for Hinds County, Mississippi,

ANN MIDDEKE

an authorized clerk of THE CLARION-LEDGER, a newspaper as defined and prescribed in Sections 13-3-31 and 13-3-32, of the Mississippi Code of 1972, as amended, who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

6/28/2012
7/5/2012

Size: 729 words / 1.00 col. x 189.00 lines
Published: 2 time(s)
Total: \$172.38

Signed *Ann Middeke*
Authorized Clerk of
The Clarion-Ledger

SWORN to and subscribed before me on 7/5/2012.

Rick Tyler
Notary Public
RICK TYLER

Notary Public State of Mississippi at Large. Bonded thru
Notary Public Underwriters

(SEAL)



**PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
HINDS COUNTY**

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

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

Equipment delivery time
shall be stated in the bid
proposal.

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

Awarding public contracts
to non-resident Bidders will
be on the same basis as
the non-resident bidder's
state awards contracts to
Mississippi. Contractors
bidding under similar
circumstances. In order to
ensure that Mississippi's so-
called Golden Rule is
followed state law requires
a non-resident bidder to
attach to his bid a copy of
his resident state's current
laws pertaining to such
state's treatment of non-
resident contractors.

Copies of the Instructions to
Bidders, Bid Forms,
Contract Drawings and
Contract Specifications may
be procured at office of the
Engineer.

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

The City of Hattiesburg is
an Equal Opportunity
Employer. The City of
Hattiesburg hereby notifies
all Bidders that it will
affirmatively insure that in
any contract entered into
pursuant to this
advertisement, disadvantaged
and women's business
enterprises will be afforded
the full opportunity to
submit bids in response to
this invitation and will not
be discriminated against on
the grounds of race, color,
or national origin in
consideration for an award.

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

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

BY: Eddie R. Myers/s/
City Clerk

Advertisement Dates: July
18, July 25

0200410142-01

PASTE HERE

C19347

THE CITY OF

0200410142

R-103-205-03

PERSONALLY appeared before me, the undersigned notary
public in and for Hinds County, Mississippi,

ANN MIDDEKE

an authorized clerk of THE CLARION-LEDGER, a
newspaper as defined and prescribed in Sections 13-3-31
and 13-3-32, of the Mississippi Code of 1972, as amended,
who, being duly sworn, states that the notice, a true copy of
which is hereto attached, appeared in the issues of said
newspaper as follows:

7/18/2012

7/25/2012

Size: 431 words / 1.00 col. x 114.00 lines

Published: 2 time(s)

Total: \$106.82

Signed

Ann Middeke

Authorized Clerk of
The Clarion-Ledger

SWORN to and subscribed before me on 7/25/2012.

Notary Public

RICK TYLER

Notary Public State of Mississippi at Large. Bonded thru
Notary Public Underwriters

(SEAL)



**PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
HINDS COUNTY**

PERSONALLY appeared before me, the undersigned notary public in and for Hinds County, Mississippi,

PASTE PROOF HERE

C19347
THE CITY OF HATTIESBURG,
0200410657
Comprehensive Sewer Plan

ANN MIDDEKE

an authorized clerk of THE CLARION-LEDGER, a newspaper as defined and prescribed in Sections 13-3-31 and 13-3-32, of the Mississippi Code of 1972, as amended, who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

7/20/2012
7/27/2012

Size: 318 words / 1.00 col. x 82.00 lines
Published: 2 time(s)
Total: \$81.96

Signed Ann Middeke
Authorized Clerk of
The Clarion-Ledger

SWORN to and subscribed before me on 7/27/2012.

Rick Tyler
Notary Public
RICK TYLER

Notary Public State of Mississippi at Large. Bonded thru
Notary Public Underwriters

(SEAL)



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 August 23, 2012, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements for the following:

COMPREHENSIVE SEWER IMPROVEMENTS PHASE II HATTIESBURG, MISSISSIPPI

Plans, Specifications and proposal forms may be obtained from Shows, Deanman & Wynn, Inc., P.O. Box 1711, 301 Second Avenue, Hattiesburg, Mississippi 39403, upon deposit of \$150.00, 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 SEWER IMPROVEMENTS PHASE II 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 other applicable State law, but the Council reserves the right to reject any or all proposals received and to waive informalties.

PUBLISHED by Order of the Council on the 17th day of July A.D. 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Eddie R. Myers/s/

Eddie R. Myers, City Clerk
Publish on 7/20/12 & 7/27/12
City of Hattiesburg
0200410657-01

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PERSONALLY appeared before me, the undersigned notary
public in and for Forrest County, Mississippi,

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200406476
STREET SWEEPER FOR PUBLIC WORKS

CRYSTAL HORTON

an authorized clerk of the HATTIESBURG AMERICAN, a
daily newspaper published in the City of Hattiesburg, Forrest
County, Mississippi who, being duly sworn, states that the
notice, a true copy of which is hereto attached, appeared in
the issues of said newspaper as follows:

6/22/2012
6/22/2012
6/29/2012

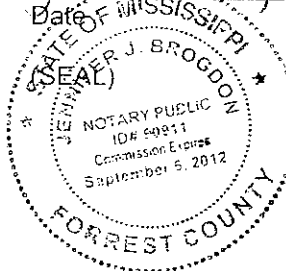
Size: 263 words / 1.00 col. x 57.00 lines
Published: 2 time(s)
Total: \$66.86

Signed Crystal Horton
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 6/29/2012.

Jennifer J. Brogdon
Notary Public

June 29, 2012



NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Thursday, July 12, 2012, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following items, to-wit:

ONE NEW STREET SWEEPER FOR PUBLIC WORKS

The above shall be bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1899, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1899, (601) 545-4552, which may be obtained upon request. Each BID must be received in a sealed envelope which is marked in the lower left-hand corner with the word ABID® and the NAME OF ITEM. REFERENCED

ABOVE on which bid is being made and the DATE OF BID RECEIPT.

The Council reserves the right to reject any or all bids received and to waive informalities.

PUBLISHED by Order of the Council on this, the 5th day of June 2012.

CITY OF HATTIESBURG,
MISSISSIPPI

BY: Eddie R Myers/s/
CITY CLERK

(SEAL)

Publish: June 22 & 29,
2012

0200406476-01

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PERSONALLY appeared before me, the undersigned notary
public in and for Forrest County, Mississippi,

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200406477
FIRE DEPARTMENT UNIFORMS

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Thursday, July 12, 2012, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following supplies during the period beginning August 8, 2012, and ending March 31, 2014, to-wit:

ITEM #17 UNIFORMS FOR
THE HATTIESBURG FIRE
DEPARTMENT

The above shall bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request. Each BID must be received in a sealed envelope which is marked in the lower left-hand corner with the word ABID@ and the NAME OF ITEM on which bid is being made and the DATE OF BID OPENING.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any or all bids received and to waive informalities.
PUBLISHED by Order of the Council on this, the 5th day of June, 2012.

CITY OF HATTIESBURG,
MISSISSIPPI

BY: Eddie R Myers/s/

CITY CLERK

(SEAL)

Publish: June 22 & 29,
2012

0200406477-81

CRYSTAL HORTON

an authorized clerk of the HATTIESBURG AMERICAN, a
daily newspaper published in the City of Hattiesburg, Forrest
County, Mississippi who, being duly sworn, states that the
notice, a true copy of which is hereto attached, appeared in
the issues of said newspaper as follows:

6/22/2012

6/22/2012

6/29/2012

Size: 289 words / 1.00 col. x 65.00 lines

Published: 2 time(s)

Total: \$72.58

Signed

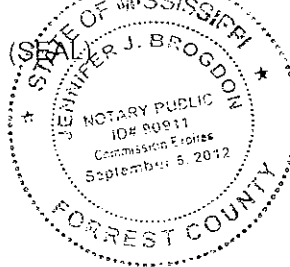
Authorized Clerk of

The Hattiesburg American

SWORN to and subscribed before me on 6/29/2012.

Notary Public

Date



PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PERSONALLY appeared before me, the undersigned notary
public in and for Forrest County, Mississippi,

PASTE PROOF HERE

CRYSTAL HORTON

an authorized clerk of the HATTIESBURG AMERICAN, a
daily newspaper published in the City of Hattiesburg, Forrest
County, Mississippi who, being duly sworn, states that the
notice, a true copy of which is hereto attached, appeared in
the issues of said newspaper as follows:

6/28/2012

7/5/2012

Size: 741 words / 1.00 col. x 183.00 lines

Published: 2 time(s)

Total: \$170.02

Signed

Authorized Clerk of

The Hattiesburg American

SWORN to and subscribed before me on 7/5/2012.

Jennifer J. Brogdon
Notary Public

July 5, 2012
Date



H12998
CITY OF HBURG,
0200408328
901 ADV FOR BIDS

SECTION 901
ADVERTISEMENT
CITY OF HATTIESBURG
Forrest County,
MISSISSIPPI
Federal Aid Urban Project
No. HPP-6098-
00(007)LPA/105194-
801000

The City Council of the City
of Hattiesburg, Mississippi,
will receive bids for
widening of Hardy Street
between U.S. Highway 49
and 21st Avenue for a total
project length of 0.354
miles, Federal Aid Urban
Project No. HPP-6098-
00(007)LPA/105194-
801000, no later than 10:00
A.M., Local Time, July 26,
2012, at the Council Room
located at 200 Forrest St.,
Hattiesburg, Mississippi.
All bids so received will be
publicly opened and read
aloud.

The work shall consist es-
sentially of the following
items:
Widening of Hardy Street
between U.S. Highway 49
and 21st Avenue. All other
related items of work re-
quired to complete the pro-
ject as shown and specified
in the Contract Documents.

The above general outline
of features of the work does
not in any way limit the re-
sponsibility of the Con-
tractor to perform all work and
furnish all plant, labor,
equipment and materials
required by the specifica-
tions and the drawings re-
ferred to therein.

The attention of bidders is
directed to the Contract
Provisions governing selec-
tion and employment of la-
bor. Minimum wage rates
for Federal-Aid projects
have been predetermined
by the secretary of Labor
and are subject to Public
Law 87-681 Work Hours
Act of 1962, as set forth in
the Contract Provisions.

The City Council of Hatties-
burg, Mississippi hereby
notifies all Bidders that it
will affirmatively insure that
in any contract entered into
pursuant to this advertise-
ment, disadvantaged and
women's business enter-
prises will be afforded the
full opportunity to submit
bids in response to this in-
vitation and will not be dis-
criminated against on the
grounds of race, color, or
national origin in consid-
eration for an award.

The award of this contract
will be contingent upon the
Contractor satisfying the
DBE/WBE requirements.

The Contract Documents
are on file and may be ex-
amined at the following lo-
cation:

1. Shows, Dearman and
Waits, Inc., 301 2nd
Avenue, Hattiesburg Mis-
sissippi, 39401

All documents required for
bidding purposes may be
obtained from Shows,
Dearman and Waits, Inc. lo-
cated at 301 2nd Avenue,
Hattiesburg Mississippi,
39401 (Mailing address:
P.O. Box 17111, Hatties-
burg, MS 39403-1711)
upon payment of \$100.00
for each set, which will not
be refunded.

Each bid shall be accompa-
nied by a Certified Check
on a solvent bank or a
Bidder's Bond issued by a
Surety Company licensed
to operate in the State of
Mississippi, in the amount
of five percent (5%) of the
total bid price, payable to
the City of Hattiesburg as
bid security. Bidders shall
also submit a current finan-
cial statement, if requested
by the City. The successful
bidder will be required to
furnish a Contract Bond in
the amount of one hundred
percent (100%) of the con-
tract amount.

The proposal and contract
documents in its entirety
shall be submitted in a
sealed envelope and de-
posited with the City Clerk,
200 Forrest St, Hattiesburg,
Mississippi prior to the hour
and date above designated.
No bidder may withdraw his
bid within sixty (60) days af-
ter the date of actual bid
opening, without Owner's
consent.

Work to be performed shall
be in accordance with the
"Mississippi State Highway
Standard Specifications for
Road and Bridge Construc-
tion, 2004", together with all
amendments and/or special
provisions and/or addenda
to the standards duly ap-
proved and adopted, unless
otherwise noted in these
specifications.

The attention of Bidders is
directed to the provisions of
Subsection 102.07 pertain-
ing to irregular proposals
and rejection of bids.

PUBLISHED by order of
the Council on this, the 19th
day of June 2012.

THE CITY COUNCIL,
HATTIESBURG, MISSIS-
SIPPI

BY Eddie R Myers/s/
Eddie Myers
City Clerk, City of Hatties-
burg

PUBLISH: June 28, 2012
July 5, 2012

0200408328.01

**PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY**

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200409249
Notice of Availability of Information

NOTICE OF AVAILABILITY OF INFORMATION RELATIVE TO FAIR HOUSING CHOICE CITY OF HATTIESBURG, MISSISSIPPI In keeping with the requirements of the Community Development Block Grant Program (CDBG), the City of Hattiesburg is preparing an update to the Analysis of Impediments To Fair Housing Choice. The U.S. Department of Housing and Urban Development (HUD) defines fair housing choice as "the ability of persons regardless of race, color, religion, sex, handicap, familial status or national origin, of similar income levels to have available to them the same housing choice". Impediments to fair housing choice are defined by HUD as "any acts, omissions, or decisions, which restrict housing choices because of race, color, religion, sex, national origin, familial status, or handicap". A copy of the Fair Housing Act and other information about citizens' rights and privileges under the Fair Housing Act are available for public review at the following locations between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday: City Hall, First Floor Community Development Department of Federal and State Programs City of Hattiesburg 200 Forrest Street Publish: July 5, 2012
--

SHERRI MCCAIN

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

7/5/2012

Size: 205 words / 2.00 col. x 32.00 lines

Published: 1 time(s)

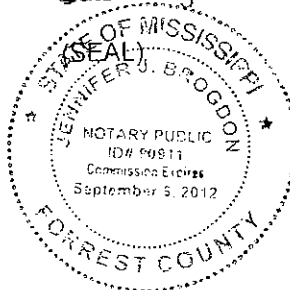
Total: \$32.60

Signed Sherry McCain
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 7/5/2012.

Jennifer J. Brygdon
Notary Public

July 5, 2012
Date



PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PERSONALLY appeared before me, the undersigned notary
public in and for Forrest County, Mississippi,

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200409257
AI Public Hearing Notice

SHERRI MCCAIN

an authorized clerk of the HATTIESBURG AMERICAN, a
daily newspaper published in the City of Hattiesburg, Forrest
County, Mississippi who, being duly sworn, states that the
notice, a true copy of which is hereto attached, appeared in
the issues of said newspaper as follows:

7/5/2012
7/12/2012

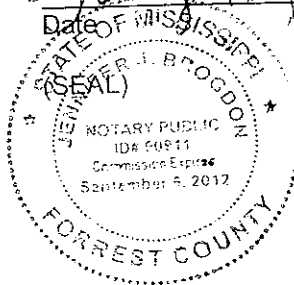
Size: 221 words / 2.00 col. x 31.00 lines
Published: 2 time(s)
Total: \$58.62

Signed Sherril M. McCain
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 7/12/2012.

Jennifer J. Brogdon
Notary Public

July 12, 2012
Date



HATTIESBURGAMERICAN.COM

NOTICE OF PUBLIC HEARING
ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING

Notice is hereby given that the City of Hattiesburg shall conduct a public hearing for the purpose of affording citizens an opportunity to participate in fair housing planning and to participate in the development of an analysis of impediments to fair housing choice. The U.S. Department of Housing and Urban Development defines an impediment to fair housing choice as "any actions, omissions, or decisions which restrict housing choices or the availability of housing choices because of race, color, religion, sex, national origin, familial status, or handicap".

Said public hearing shall be conducted in the City Council Room at City Hall, 200 Forrest Street, Hattiesburg, Mississippi on Monday, July 30, 2012 at 5:30 P.M.

All citizens, particularly those of low, very low, and extremely low income, minorities, residents of public housing, and those with mobility, visual, and hearing impairments are encouraged to attend and to provide comments, both oral and/or written. If you have any questions or require certain accommodations to include a translator, mobility, visual, or hearing assistance, please contact the Department of Federal and State Programs at (601) 554-1006.

Publish: July 5th & July 12, 2012

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PERSONALLY appeared before me, the undersigned notary
public in and for Forrest County, Mississippi,

KATHY BULLOCK

an authorized clerk of the HATTIESBURG AMERICAN, a
daily newspaper published in the City of Hattiesburg, Forrest
County, Mississippi who, being duly sworn, states that the
notice, a true copy of which is hereto attached, appeared in
the issues of said newspaper as follows:

7/8/2012

Size: 398 words / 1.00 col. x 88.00 lines

Published: 1 time(s)

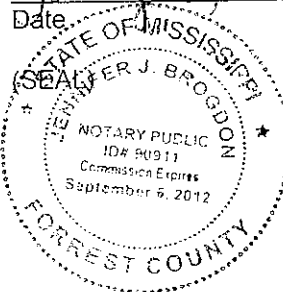
Total: \$52.76

Signed Katherine Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 7/8/2012.

Jennifer J. Brogdon
Notary Public

July 7, 2012
Date



PASTE PROOF HERE

H12998
CITY OF HBURG,
0200409692
NEEL-SCHAFFER

PUBLIC HEARING
NOTICE is hereby given that a petition has been filed by Neel-Schaffer, Inc., Owner, with the Mayor and Council of the City of Hattiesburg, Mississippi, for a variance from the side yard setback requirements detailed in Article 4, Section 58.04 of the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi. This request, if approved, would allow the applicant to place a structure at a point four (4) feet from the side property line for a certain property located at 704 Hardy Street (Parcel 29-448-21-4, PPIN 019472, Ward 4), said property being more particularly described as follows, to-wit: Lots 4 and 5 of Block 157, of the Kamper & Whinnery Extension to the City of Hattiesburg, Mississippi, as per official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, less and except 10 feet off of the Northeast side of Lot 4, and less and except that part thereof sold to J. H. McCann and wife, Louise P. McCann, described as beginning at the SW Corner of Lot 5, Block 157 of the Kamper & Whinnery Extension, said point being at the intersection of Mamie Street and Fourth Avenue, and run thence Northwest along the boundary of Fourth Avenue for 141 feet; thence run Northeasterly parallel to Mamie Street for 90 feet; thence Southeasterly parallel to Fourth Avenue for 141 feet to the boundary line of Mamie Street; and thence Southwesterly along the boundary line of Mamie Street for 90 feet to the P.O.B. A PUBLIC HEARING in relation to the above described petition will be held at 1:00 p.m., Tuesday, July 24, 2012, in the Jackie Dole Sherrill Community Center, First Floor, Hattiesburg, Mississippi, before the Planning Commission of said City, at which time and at which hearing all parties of interest and citizens shall have an opportunity to be heard. WITNESS my signature and the official seal of said City on this, the 5th day of July, A.D., 2012. CITY OF HATTIESBURG, MISSISSIPPI BY: Eddie Myers /s/ CITY CLERK (SEAL) Published: July 8, 2012 0200409692.01

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

PASTE PROOF HERE

H1 2998
CITY OF HBURG,
02 00409694
ANTIOCH BAPTIST CHURCH

KATHY BULLOCK

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

7/8/2012

Size: 373 words / 1.00 col. x 90.00 lines

Published: 1 time(s)

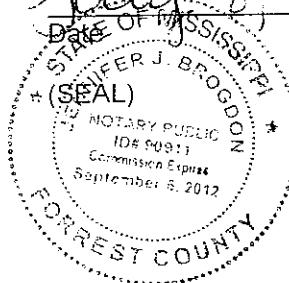
Total: \$49.78

Signed Katherine Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 7/8/2012.

Jennifer J Brogdon
Notary Public

July 8, 2012
Date



PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by the Trustees of Antioch Baptist Church, Owner, with the Mayor and Council of the City of Hattiesburg, Mississippi, as required in the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, for a use permit as detailed in Article 4, Section 54.03 (11), which states that a use permit for a "church" may be permitted upon review. The applicant also requests a variance from Lot Coverage requirements of Article 4, Section 54.04 to allow up to 60 percent of the lot to be covered. This petition is for certain properties located in the vicinity of John Street between the May and Fredna Avenues and said properties being more particularly described as follows, to-wit:

Lots 3 through 14 of Block 15 of J.H. Buschman Subdivision, as recorded in the office of the Chancery Clerk, Forrest County, Mississippi. (Parcel 2-038B-15-317.00, PPIN 13941; Parcel 2-038B-15-334.00, PPIN 13942; Parcel 2-038B-15-333.00, PPIN 13943; Parcel 2-038B-15-332.00, PPIN 13944; Parcel 2-038B-15-331.00, PPIN 13945; Parcel 2-038B-15-330.00, PPIN 13946; and Parcel 2-038B-15-329.00, PPIN 13947)

And;

Lots 15 through 16 of Block 14 of J.H. Buschman Subdivision, as recorded in the office of the Chancery Clerk, Forrest County, Mississippi. (Parcel 2-038B-15-336.00, PPIN 13932, and Parcel 2-038B-15-335.00, PPIN 13933)

A PUBLIC HEARING in relation to the above described petition will be held at 1:00 p.m., Tuesday, July 24, 2012, in the Jackie Dole Sherrill Community Center, First Floor, Hattiesburg, Mississippi, before the Planning Commission of

said City, at which time and at which hearing all parties of interest and citizens shall have an opportunity to be heard.

WITNESS my signature and the official seal of said City on this, the 5th day of July A.D., 2012.

CITY OF HATTIESBURG,
MISSISSIPPI

BY: Eddie Myers /s/
CITY CLERK

(SEAL)

Publish: July 8, 2012

020409694.1

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200409695
STEVE MOORE

PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by Steve Moore, Owner, with the Mayor and Council of the City of Hattiesburg, Mississippi, to change and amend the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, Article 4, Section 60 to change the zoning classification of certain property located at 805 Hardy Street (parcel #s 28-564-1-10 and 28-564-1-11, PPINS 020606 and 020607, Ward 4), from R1-C (Single-Family Residential) District, to B-3 (Community Business) District, said property being more particularly described as follows, to-wit:

The West Half (W 1/2) of Lot 18, and all of Lots 19 and 20, Block 1, and the North Half (N 1/2) of the vacated alley lying adjacent to and immediately South of the West Half (W 1/2) of Lot 18 and the East 35 feet of Lot 19 according to the John L. Mixon Subdivision or addition to the City of Hattiesburg, Forrest County, Mississippi, as per map or plat thereof on file and of record in the Office of the Chancery Clerk of Forrest County, Mississippi, said Subdivision being a part of the Southwest Quarter of the Northeast Quarter of Section 9, Township 4 North, Range 13 West, Forrest County, Mississippi, together with the improvements thereon and appurtenances hereunto belonging.

A PUBLIC HEARING in relation to the above described petition will be held at 1:00 p.m., Tuesday, July 24, 2012, in the Jackie Dole Sherrill Community Center, First Floor, Hattiesburg, Mississippi, before the Planning Commission of said City, at which time and at which hearing all parties of interest and citizens shall have an opportunity to be heard.

WITNESS my signature and the official seal of said City on this, the 5th day of July, A.D., 2012.

CITY OF HATTIESBURG,
MISSISSIPPI

BY: Eddie Myers /s/
CITY CLERK

(SEAL)

Publish: July 8, 2012

KATHY BULLOCK

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

7/8/2012

Size: 364 words / 1.00 col. x 83.00 lines

Published: 1 time(s)

Total: \$48.68

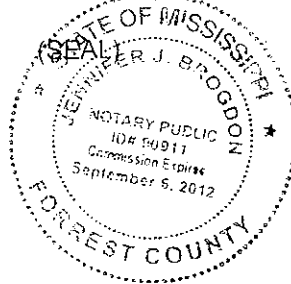
Signed, Katherine Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 7/8/2012.

Jennifer J. Brogdon
Notary Public

Date

July 8, 2012



PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200409696
CHARLES BOURLAND

PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by Charles Bourland, on behalf of William Carey University, Owner, with the Mayor and Council of the City of Hattiesburg, Mississippi, as required in the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, to change the zoning classification of certain properties located at 1406 and 1409 Penton Avenue from R1-C (Single-Family Residential) to R-2 (Two-Family Residential), and to grant use permit as detailed in Article 4, Section 55.03 (8), which states that a use permit for a "University or College, not business or commercial college" may be permitted upon review. Said properties being more particularly described as follows, to-wit:

Lot Twelve (12), Block Twenty-Three (23) of Burkett Subdivision of the City of Hattiesburg, County of Forrest, State of Mississippi, as per map or plat thereof which is on file and of record in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging. (Parcels 2-038G-15-192.00 and 2-038G-15-193.00, PPIN 013690 and 013691, Ward 5)

A PUBLIC HEARING in relation to the above described petition will be held at 1:00 p.m., Tuesday, July 24, 2012, in the Jackie Dole Sherrill Community Center, First Floor, Hattiesburg, Mississippi, before the Planning Commission of said City, at which time and at which hearing all parties of interest and citizens shall have an opportunity to be heard.

WITNESS my signature and the official seal of said City on this, the 5th day of July A.D., 2012.

CITY OF HATTIESBURG,
MISSISSIPPI

BY: Eddie Myers /s/
CITY CLERK

(SEAL)

Publish: July 8, 2012
0200409696-01

KATHY BULLOCK

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

7/8/2012

Size: 318 words / 1.00 col. x 76.00 lines

Published: 1 time(s)

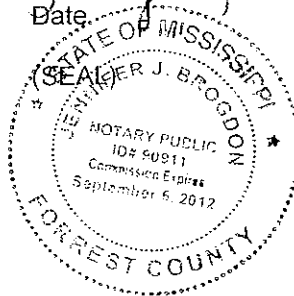
Total: \$43.16

Signed Katherine Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 7/8/2012.

Jennifer J. Brogdon
Notary Public

July 8, 2012
Date



PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200409697
CHARLES BOURLAND 2

PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by Charles Bourland, on behalf of William Carey University, Owner, with the Mayor and Council of the City of Hattiesburg, Mississippi, as required in the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, to change the zoning classification of certain properties located at 512 Tuscan Avenue from R-1C (Single-Family Residential) to R-2 (Two-Family Residential), and to grant a use permit as detailed in Article 4, Section 55.03 (8), which states that a use permit for a "University or College, not business or commercial college" may be permitted upon review. Said properties being more particularly described as follows, to-wit:

The South Half (S 1/2) of Lot Twelve (12), Block Twenty (20) of and according to the BURKETT SUBDIVISION of a part of the South Half (S 1/2) of Section 15,

Township 4 North, Range 13 West, in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map of plat of said subdivision of file in the office of the Chancery Clerk of Forrest County, Mississippi, and more particularly described as follows, to-wit:

Beginning at the point of intersection of the North line of Tuscan Avenue with the West line of Cherry Street and run thence North along the West line of Cherry Street 100 feet, thence run West parallel with Tuscan Avenue 70 feet, thence run South parallel with Cherry Street 100 feet to Tuscan Avenue, thence east along the North line of Tuscan Avenue 70 feet to and point of beginning, together with all improvements thereon and appurtenances thereunto belonging. (Parcel no. 2-038G-15-209.00, PPIN 013855)

A PUBLIC HEARING in relation to the above described petition will be held at 1:00 p.m., Tuesday, July 24, 2012, in the Jackie Dole Sherrill Community Center, First Floor, Hattiesburg, Mississippi, before the Planning Commission of said City, at which time and at which hearing all parties of interest and citizens shall have an opportunity to be heard.

WITNESS my signature and the official seal of said City on this, the 5th day of July A.D., 2012.

CITY OF HATTIESBURG,
MISSISSIPPI

BY: Eddie Myers /s/
CITY CLERK

(SEAL)

KATHY BULLOCK

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

7/8/2012

Size: 429 words / 1.00 col. x 98.00 lines

Published: 1 time(s)

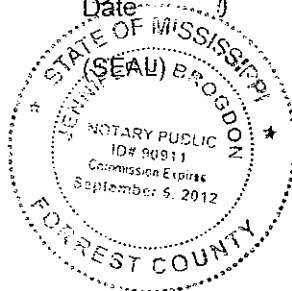
Total: \$56.48

Signed Katherine Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 7/8/2012.

Jennifer J. Brogdon
Notary Public

July 8, 2012
Date



PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200409528
KAMPER PARK ASPHALT TENNIS COURTS

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Thursday, August 2, 2012, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following items, to-wit:

KAMPER PARK ASPHALT
TENNIS COURTS
SURFACING

The above shall be bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request. Each BID must be received in a sealed envelope which is marked in the lower left-hand corner with the word "BID" and the NAME OF ITEM REFERENCED ABOVE on which bid is being made and the DATE OF BID RECEIPT.

The Council reserves the right to reject any or all bids received and to waive informalities.
PUBLISHED by Order of the Council on this, the 3rd day of July 2012.

CITY OF HATTIESBURG,
MISSISSIPPI

BY: Eddie R Myers/s/

CITY CLERK

(SEAL)

Publish: July 13 & 20, 2012
0200409528-01

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

KATHY BULLOCK

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

7/13/2012
7/13/2012
7/20/2012

Size: 256 words / 1.00 col. x 56.00 lines

Published: 2 time(s)

Total: \$65.32

Signed

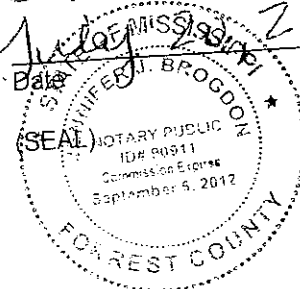
Authorized Clerk of

The Hattiesburg American

SWORN to and subscribed before me on 7/20/2012.

Notary Public

Date



**PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY**

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200410115
USE PERMIT PUBLIC NOTICE

PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by Michael Rozier, Mike Rozier Construction Inc., Owner, with the Mayor and Council of the City of Hattiesburg, Mississippi, as required in the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, to grant a use permit as detailed in Article 4, Section 62.03 (2), which states that a use permit for "I-1 Uses" (Section 64.02.14 permits contractors storage yard for vehicles, equipment, materials, and supplies) may be permitted upon review of certain property located at the intersection of Lamar Boulevard and Lincoln Road. Said property being more particularly described as follows, to-wit:

A parcel of land located in parts of the Southwest 1/4 of the Northwest 1/4, the Southeast 1/4 of the Northwest 1/4, the Northeast 1/4 of the Southwest 1/4, and the Northwest 1/4 of the Southwest 1/4 of Section 15, Township 4 North, Range 14 West, Lamar County Mississippi. Commence at a railroad spike found on the Southwest corner of Section 15, Township 4 North, Range 14 West, Lamar County Mississippi. Thence run East 1364.06 feet; thence North 2288.74 feet to an iron pin on the North margin of Lincoln Road thence along said road North 59°43'38" West for 286.60 feet to the Eastern margin of Lamar Boulevard; thence along said Boulevard North 25°50'09" East for 624.97 feet; thence leaving said Boulevard and run South 63°29'09" East for 468.34 feet thence South 00°29'52" East for 140.44 feet; thence North 89°51'10" West for 32.30 feet; thence South 30°06'23" East for 373.12 feet; thence North 59°50'30" West for 337.69 feet; thence South 21°45'09" West for 166.07 feet. Said parcel contains 6.73 acres more or less. (PPIN 011770, Parcel 055B-15-029.00, Ward 3)

A PUBLIC HEARING in relation to the above described petition will be held at 1:00 p.m., Wednesday, August 1, 2012, in the Jackie Dole Sherrill Community Center, First Floor, Hattiesburg, Mississippi, before the Planning Commission of said City, at which time and at which hearing all parties of interest and citizens shall have an opportunity to be heard.

KATHY BULLOCK

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

7/13/2012

Size: 423 words / 1.00 col. x 100.00 lines

Published: 1 time(s)

Total: \$55.76

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 7/13/2012.

Jennifer J. Brogdon
Notary Public

July 13, 2012
Date



WITNESS my signature
and the official seal of said
City on this, the 10th day of
July A.D., 2012.

CITY OF HATTIESBURG,
MISSISSIPPI

BY: Eddie Myers /s/
CITY CLERK
(SEAL)

Publish: July 13, 2012
0200410115-01

**PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY**

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200410300
TIP- MPO Notice

NOTICE FOR PUBLIC COMMENT Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization 2012-2015 Transportation Improvement Plan Amendment The Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization (HPFL-MPO) is holding a fifteen (15) day public comment period beginning Sunday, July 15, 2012 for proposed Amendment #1 to the 2012-2015 Transportation Improvement Plan (TIP). The Hattiesburg Metropolitan Area TIP is part of the overall Statewide Transportation Improvement Program (STIP) document. The following amendments are requested: Entity: The City of Hattiesburg Type of Project: Construction Description: Widen/Overlay/Curb Gutter Funding: Total Project \$ 4,102,680.00 Federal Share: \$ 3,262,144.00 Local Share: \$ 820,536.00 Year: 2013 Location: West 4th Street from 25th Ave to Hutchinson Avenue. Public Comments are encouraged and will be accepted until July 30, 2012. Comments may be submitted to Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization, Monday through Friday, 8:00 a.m. to 4:30 p.m., at the Hattiesburg Intermodal Facility (Train Depot), 308 Newman Street, Hattiesburg, Ms or by sending an e-mail to mpo@hattiesburgms.com. To ensure compliance with the Americans with Disabilities Act (ADA), persons with disabilities that require aids or services to participate in the review, contact HPFL-MPO office at (601) 545-6325; or e-mail mpo@hattiesburgms.com to make arrangements. Publish: July 15 & 29, 2012
--

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

KATHY BULLOCK

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

7/15/2012
7/15/2012
7/29/2012

Size: 216 words / 2.00 col. x 41.00 lines

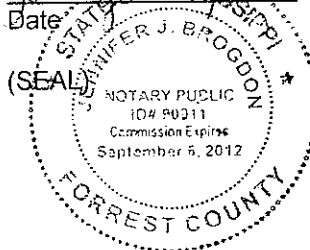
Published: 2 time(s)

Total: \$56.52

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 7/29/2012.

Jennifer J. Brogdon
Notary Public



**PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY**

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200409583
NTB- Pre Treatmnt Improvements- USA Yea

KATHY BULLOCK

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

7/18/2012
7/18/2012
7/25/2012

Size: 426 words / 1.00 col. x 111.00 lines

Published: 2 time(s)

Total: \$102.72

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 7/25/2012.

Jennifer J. Brogdon
Notary Public

July 25, 2012
Date



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

Sealed bids will be re-
ceived by the City of Hat-
tiesburg, Mississippi, locat-
ed at 200 Forrest Street,
Hattiesburg, Mississippi
39401 until 10:00am
Local Time, Thursday,
August 16th, for supplying
design, engineering and
fabrication for the evapora-
tor for the USA Yeast Sew-
er Pre-Treatment Improve-
ments Project as specified.

Equipment delivery time
shall be stated in the bid
proposal.

Proposals shall be submit-
ted in duplicate, sealed and
deposited with the city of
Hattiesburg, Mississippi pri-
or to the hour and date
hereinbefore designated.
No bidder may withdraw his
bid within 90 days after the
actual date of the opening
thereof.

Awarding public contracts
to non-resident Bidders will
be on the same basis as
the non-resident bidder's
state awards contracts to
Mississippi Contractors bid-
ding under similar circum-
stances. In order to ensure
that Mississippi's so-called
Golden Rule is followed
state law requires a non-
resident bidder to attach to
his bid a copy of his resi-
dent state's current laws
pertaining to such state's
treatment of non-resident
contractors.

Copies of the Instructions to
Bidders, Bid Forms, Con-
tract Drawings and Contract
Specifications may be pro-
cured at office of the Engi-
neer.

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

The City of Hattiesburg is
an Equal Opportunity Em-
ployer. The City of Hatties-
burg hereby notifies all Bid-
ders that it will affirmatively
insure that in any contract
entered into pursuant to this
advertisement, disadvan-
taged and women's busi-
ness enterprises will be af-
forded the full opportunity to
submit bids in response to
this invitation and will not
be discriminated against on
the grounds of race, color,
or national origin in consid-
eration for an award.

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

The City of Hattiesburg re-
serves the right to reject
any and all bids and to
waive any informalities or ir-
regularities therein.

BY: Eddie R Myers/s/
City Clerk

Publish: July 18, July 25,
2012

**PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY**

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200409706
601 BOWLING STREET

NOTICE OF HEARING
BEFORE THE CITY
COUNCIL OF THE CITY
OF HATTIESBURG,
MISSISSIPPI TO
CONDEMN DILAPIDATED
BUILDING(S) AND/OR TO
CLEAR ALL CODE
VIOLATIONS

TO: Georgia Hardy and
Marry Kay Cherry c/o
James and Louise Wood-
land (deceased), 1806
Mezerott Road, Adelphi,
Maryland 20783, and to any
and all unknown persons
claiming any right, title or
interest in or to the herein-
after described property.

PLEASE TAKE NOTICE
PURSUANT TO §21-19-11
of the Mississippi Code of
1972, as annotated and
amended, the City Council
of the City of Hattiesburg
will hold a hearing at
4:00p.m. on Monday, Au-
gust 6, 2012, in the Council
room of the City Hall, Hat-
tiesburg, MS to determine
whether or not the
hereinafter-described prop-
erty is in such a state of un-
cleanliness to be a menace
to the public health and
safety of the community.
You have a right to file an
answer and to appear at
said hearing in person or
otherwise and to offer your
defense, if any. If, at such
hearing, the City Council
shall adjudicate the prop-
erty in its then condition to be
a menace to the health and
safety of the community,
the City of Hattiesburg
shall, if the owner will not
do so himself, proceed to
have the land cleared pur-
suant to the aforesaid stat-
ute. The City of Hattiesburg
may then adjudicate the
costs plus penalty of clean-
ing said property and the
costs may become assess-
ment against the property,
which shall be a lien
against said property all as
provided by statute, to wit:

PARCEL: 32-1039-112,
601 Bowling Street, and
better described as the Be-
gin 217 feet West of the
Northeast corner of the
Northwest Quarter of the
Northeast Quarter, Section
21, Township 4 North,
Range 13 West, Forrest
County, Mississippi, thence
West 50 feet, thence South
100 feet, thence East 50
feet, thence North 100 feet
to point of beginning, less
and except that part for
street; said described prop-
erty being known as Municip-
al #601 Bowling Street, of
the City of Hattiesburg,
County of Forrest, State of
Mississippi, as per the map
or plat thereof on file in the
office of the Chancery Clerk
of Forrest County, Missis-
sippi, together with all im-
provements thereon and
appurtenances thereunto
belonging.

Publish: July 20, 2012
0200409706-01

KATHY BULLOCK

an authorized clerk of the HATTIESBURG AMERICAN, a
daily newspaper published in the City of Hattiesburg, Forrest
County, Mississippi who, being duly sworn, states that the
notice, a true copy of which is hereto attached, appeared in
the issues of said newspaper as follows:

7/20/2012

7/20/2012

Size: 405 words / 1.00 col. x 94.00 lines

Published: 1 time(s)

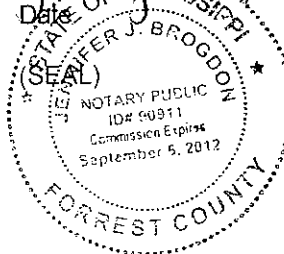
Total: \$55.60

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 7/20/2012.

Jennifer J. Brogdon
Notary Public

July 20, 2012
Date



PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PERSONALLY appeared before me, the undersigned notary
public in and for Forrest County, Mississippi,

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200409709
703 LINCOLN ST

NOTICE OF HEARING
BEFORE THE CITY
COUNCIL OF THE CITY
OF HATTIESBURG,
MISSISSIPPI TO
CONDEMN DILAPIDATED
BUILDING(S) AND/OR TO
CLEAR ALL CODE
VIOLATIONS

TO: United Credit Corpora-
tion of Hattiesburg, 1214 W.
Pine Street, Hattiesburg,
Mississippi 39401, Blue-
stone Capital LLC., 2614
Main Street, Dallas, Texas
75226, Myles Jones Dow-
dy, 4 Blankenship Circle,
Hattiesburg, Mississippi
39401, and to any and all
unknown persons claiming
any right, title or interest in
or to the hereinafter descri-
bed property.

PLEASE TAKE NOTICE
PURSUANT TO §21-19-11
of the Mississippi Code of
1972, as annotated and
amended, the City Council
of the City of Hattiesburg
will hold a hearing at
4:00p.m. on Monday, Au-
gust 6, 2012, in the Council
room of the City Hall, Hat-
tiesburg, MS to determine
whether or not the
hereinafter-described prop-
erty is in such a state of un-
cleanliness to be a menace
to the public health and
safety of the community.
You have a right to file an
answer and to appear at
said hearing in person or
otherwise and to offer your
defense, if any. If, at such
hearing, the City Council
shall adjudicate the prop-
erty in its then condition to be
a menace to the health and
safety of the community,
the City of Hattiesburg
shall, if the owner will not
do so himself, proceed to
have the land cleared pur-
suant to the aforesaid stat-
ute. The City of Hattiesburg
may then adjudicate the
costs plus penalty of clean-
ing said property and the
costs may become assess-
ment against the property,
which shall be a lien
against said property all as
provided by statute, to wit:

PARCEL: 44-656-5-11, 703
Lincoln Street, and better
described as Lot Eleven
(11), Block Five (5) of the
MCINNIS, MITCHELL and
LONGRE SUBDIVISION of
the City of Hattiesburg,
County of Forrest, State of
Mississippi, as per the map
or plat thereof on file in the
office of the Chancery Clerk
of Forrest County, Missis-
sippi, together with all im-
provements thereon and
appurtenances thereunto
belonging.

Publish: July 20, 2012
-0200409709-01

KATHY BULLOCK

an authorized clerk of the HATTIESBURG AMERICAN, a
daily newspaper published in the City of Hattiesburg, Forrest
County, Mississippi who, being duly sworn, states that the
notice, a true copy of which is hereto attached, appeared in
the issues of said newspaper as follows:

7/20/2012

7/20/2012

Size: 371 words / 1.00 col. x 86.00 lines

Published: 1 time(s)

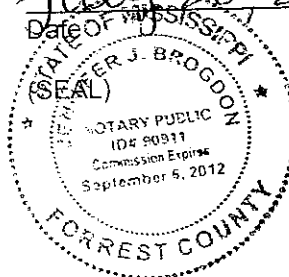
Total: \$51.52

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 7/20/2012.

Jennifer J. Brogdon
Notary Public

July 20, 2012
Date of Publication



PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

KATHY BULLOCK

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

7/20/2012
7/20/2012

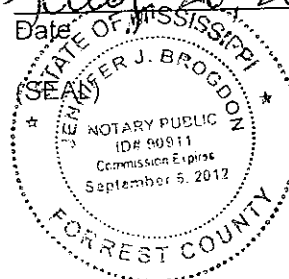
Size: 358 words / 1.00 col. x 82.00 lines
Published: 1 time(s)
Total: \$49.96

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 7/20/2012.

Jennifer J. Brogdon
Notary Public

July 20, 2012
Date



PASTE PROOF HERE

H1 2998
CITY OF HBURG,
02 00409713
703 MCKINLEY ST

NOTICE OF HEARING
BEFORE THE CITY
COUNCIL OF THE CITY
OF HATTIESBURG,
MISSISSIPPI TO CON-
DEMN DILAPIDATED
BUILDING (S) AND/OR TO
CLEAR ALL CODE
VIOLATIONS

TO: Lillie Reed Bryant, 703
McKinley Street, Hatties-
burg, Mississippi 39401,
and to any and all unknown
persons claiming any right,
title or interest in or to the
hereinafter described prop-
erty.

PLEASE TAKE NOTICE
PURSUANT TO §21-19-11
of the Mississippi Code of
1972, as annotated and
amended, the City Council
of the City of Hattiesburg
will hold a hearing at
4:00p.m. on Monday, Au-
gust 6, 2012, in the Council
room of the City Hall, Hat-
tiesburg, MS to determine
whether or not the
hereinafter-described prop-
erty is in such a state of un-
cleanliness to be a menace
to the public health and
safety of the community.
You have a right to file an
answer and to appear at
said hearing in person or
otherwise and to offer your
defense, if any. If, at such
hearing, the City Council
shall adjudicate the prop-
erty in its then condition to be
a menace to the health and
safety of the community,
the City of Hattiesburg
shall, if the owner will not
do so himself, proceed to
have the land cleared pur-
suant to the aforesaid stat-
ute. The City of Hattiesburg

may then adjudicate the
costs plus penalty of clean-
ing said property and the
costs may become assess-
ment against the property,
which shall be a lien
against said property all as
provided by statute, to wit:

PARCEL: 44-656-2-8, 703
McKinley Street, and better
described as the WEST 20
feet of Lot Nine (9) and all
of Lot Ten (10) in Block
Two (2) of the MCINNIS,
MITCHELL, and LONGRE
SURVEY or ADDITION to
the City of Hattiesburg,
County of Forrest, State of
Mississippi, as per the map
or plat thereof on file in the
office of the Chancery Clerk
of Forrest County, Missis-
sippi, together with all im-
provements thereon and
appurtenances thereunto
belonging.

Publish: July 20, 2012
0200409713.00

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PASTE PROOF HERE

H 12998
CITY OF HBURG,
O200409717
704 MCKINLEY ST

NOTICE OF HEARING
BEFORE THE CITY
COUNCIL OF THE CITY
OF HATTIESBURG,
MISSISSIPPI TO CON-
DEMN DILAPIDATED
BUILDING(S) AND/OR TO
CLEAR ALL CODE
VIOLATIONS

TO: The State of Mississip-
pi, P.O. Box 135, Jackson,
Mississippi 39205, Alice
Jones, 212 MLK Drive #6A,
Hattiesburg, Mississippi
39401, and to any and all
unknown persons claiming
any right, title or interest in
or to the hereinafter descri-
bed property.

PLEASE TAKE NOTICE
PURSUANT TO §21-19-11
of the Mississippi Code of
1972, as annotated and
amended, the City Council
of the City of Hattiesburg
will hold a hearing at
4:00p.m. on Monday, Au-
gust 6, 2012, in the Council
room of the City Hall, Hat-
tiesburg, MS to determine
whether or not the
hereinafter-described prop-
erty is in such a state of un-
cleanliness to be a menace
to the public health and
safety of the community.
You have a right to file an
answer and to appear at
said hearing in person or
otherwise and to offer your
defense, if any. If, at such
hearing, the City Council
shall adjudicate the prop-
erty in its then condition to be
a menace to the health and
safety of the community,
the City of Hattiesburg
shall, if the owner will not
do so himself, proceed to
have the land cleared pur-
suant to the aforesaid stat-
ute. The City of Hattiesburg
may then adjudicate the
costs plus penalty of clean-
ing said property and the
costs may become assess-
ment against the property,
which shall be a lien
against said property all as
provided by statute, to wit:

PARCEL: 44-656-1-4, 704
McKinley Street, and better
described as Lot Fifteen
(15) in Block One (1) of the
MCINNIS, MITCHELL and
LONGRE SURVEY or AD-
DITION to the City of Hat-
tiesburg, County of Forrest,
State of Mississippi, as per
the map or plat thereof on
file in the office of the
Chancery Clerk of Forrest
County, Mississippi, togeth-
er with all improvements
thereon and appurtenances
thereunto belonging.

Publish: July 20, 2012
0200409717-01

PERSONALLY appeared before me, the undersigned notary
public in and for Forrest County, Mississippi,

KATHY BULLOCK

an authorized clerk of the HATTIESBURG AMERICAN, a
daily newspaper published in the City of Hattiesburg, Forrest
County, Mississippi who, being duly sworn, states that the
notice, a true copy of which is hereto attached, appeared in
the issues of said newspaper as follows:

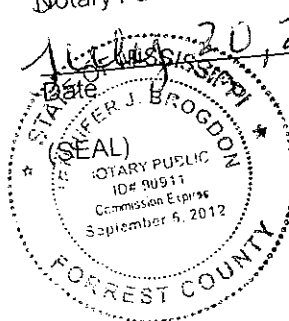
7/20/2012
7/20/2012

Size: 357 words / 1.00 col. x 82.00 lines
Published: 1 time(s)
Total: \$49.84

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 7/20/2012.

Jennifer J. Brogdon
Notary Public



PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

KATHY BULLOCK

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

7/20/2012

7/20/2012

Size: 389 words / 1.00 col. x 91.00 lines

Published: 1 time(s)

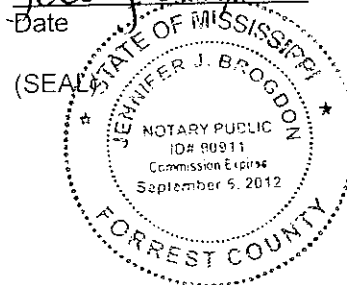
Total: \$53.68

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 7/20/2012.

Jennifer J. Brogdon
Notary Public

July 20, 2012
Date



PASTE PROOF HERE

H12998
CITY OF HBURG,
02004 09718
704 WEBSTER ST

NOTICE OF HEARING
BEFORE THE CITY
COUNCIL OF THE CITY
OF HATTIESBURG,
MISSISSIPPI TO CON-
DEMN DILAPIDATED
BUILDING (S) AND/OR TO
CLEAR ALL CODE
VIOLATIONS

TO: Annie Lee Blanks,
1214 Cherry Street, Hat-
tiesburg, Mississippi 39401,
The State of Mississippi,
P.O. Box 136, Jackson,
Mississippi 39205, Curtis R.
Gates, 119 Cedar Avenue,
New Augusta, Mississippi
39452, Mississippi Land
Company, P.O. Box 584,
Natchez, Mississippi 39121,
Dionysus LLC, P.O. Box
41500, Memphis, Tennes-
see 37241, and to any and
all unknown persons claim-
ing any right, title or interest
in or to the hereinafter de-
scribed property.

PLEASE TAKE NOTICE
PURSUANT TO §21-19-11
of the Mississippi Code of
1972, as annotated and
amended, the City Council
of the City of Hattiesburg
will hold a hearing at
4:00p.m. on Monday, Au-
gust 6, 2012, in the Council
room of the City Hall, Hat-
tiesburg, MS to determine
whether or not the
hereinafter-described prop-
erty is in such a state of un-
cleanliness to be a menace
to the public health and
safety of the community.
You have a right to file an
answer and to appear at
said hearing in person or
otherwise and to offer your
defense, if any. It, at such
hearing, the City Council
shall adjudicate the prop-
erty in its then condition to be
a menace to the health and
safety of the community,
the City of Hattiesburg
shall, if the owner will not
do so himself, proceed to
have the land cleared pur-
suant to the aforesaid stat-
ute. The City of Hattiesburg
may then adjudicate the
costs plus penalty of clean-
ing said property and the
costs may become assess-
ment against the property,
which shall be a lien
against said property all as
provided by statute, to wit:

PARCEL: 44-656-2-14, 704
Webster Street, and better
described as the South 33
feet of Lot Fifteen (15) in
Block Two (2) of the
MCINNIS, MITCHELL and
LONGRE SURVEY or AD-
DITION to the City of Hat-
tiesburg, County of Forrest,
State of Mississippi, as per
the map or plat thereof on
file in the office of the
Chancery Clerk of Forrest
County, Mississippi, togeth-
er with all improvements
thereon and appurtenances
thereunto belonging.

Publish: July 20, 2012
0200409718-01

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PERSONALLY appeared before me, the undersigned notary
public in and for Forrest County, Mississippi,

PASTE PROOF HERE

H1 2998
CITY OF HBURG,
02 004 09721
705 LINCOLN ST

NOTICE OF HEARING
BEFORE THE CITY
COUNCIL OF THE CITY
OF HATTIESBURG
MISSISSIPPI TO CON-
DEMN DILAPIDATED
BUILDING(S) AND/OR TO
CLEAR ALL CODE
VIOLATIONS

TO: Check Now INC., 1815
Hardy Street, Hattiesburg,
Mississippi 39401, Cassius
Spinks, Graham, 801 N.
28th Avenue Apt. 80, Hat-
tiesburg, Mississippi 39401;
Gloria Jean Berry 4026
Poderosa Drive, Gulfport,
Mississippi 39501, and to
any and all unknown per-
sons claiming any right, title
or interest in or to the here-
inafter described property.

PLEASE TAKE NOTICE
PURSUANT TO §21-19-11
of the Mississippi Code of
1972, as annotated and
amended, the City Council
of the City of Hattiesburg
will hold a hearing at
4:00p.m. on Monday, Au-
gust 6, 2012, in the Council
room of the City Hall, Hat-
tiesburg, MS to determine
whether or not the
hereinafter-described prop-
erty is in such a state of un-
cleanliness to be a menace
to the public health and
safety of the community.
You have a right to file an
answer and to appear at
said hearing in person or
otherwise and to offer your
defense, if any. If, at such
hearing, the City Council
shall adjudicate the prop-
erty in its then condition to be
a menace to the health and
safety of the community,
the City of Hattiesburg
shall, if the owner will not
do so himself, proceed to
have the land cleared pur-
suant to the aforesaid stat-
ute. The City of Hattiesburg
may then adjudicate the
costs plus penalty of clean-
ing said property and the
costs may become assess-
ment against the property,
which shall be a lien
against said property all as
provided by statute, to wit:

PARCEL: 44-656-5-10, 705
Lincoln Street, and better
described as Lot Ten (10),
Block Five (5) of the
MCINNIS, MITCHELL and
LONGRE SUBDIVISION of
the City of Hattiesburg,
County of Forrest, State of
Mississippi, as per the map
or plat thereof on file in the
office of the Chancery Clerk
of Forrest County, Missis-
sippi, together with all im-
provements thereon and
appurtenances thereunto
belonging.

Publish: July 20, 2012
0200409721-03

KATHY BULLOCK

an authorized clerk of the HATTIESBURG AMERICAN, a
daily newspaper published in the City of Hattiesburg, Forrest
County, Mississippi who, being duly sworn, states that the
notice, a true copy of which is hereto attached, appeared in
the issues of said newspaper as follows:

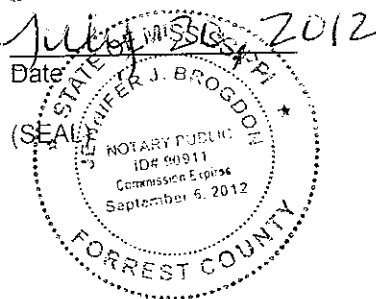
7/20/2012
7/20/2012

Size: 365 words / 1.00 col. x 85.00 lines
Published: 1 time(s)
Total: \$50.80

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 7/20/2012.

Jennifer J. Brogdon
Notary Public



**PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY**

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200409723
706 SULLIVAN ST

**NOTICE OF HEARING
BEFORE THE CITY
COUNCIL OF THE CITY
OF HATTIESBURG,
MISSISSIPPI TO CON-
DEMN DILAPIDATED
BUILDING(S) AND/OR TO
CLEAR ALL CODE
VIOLATIONS**

TO: Buford Chapman, JR.,
and Myrtice Ruth Chap-
man, 712 Sullivan Street,
Hattiesburg, Mississippi
39401, and to any and all
unknown persons claiming
any right, title or interest in
or to the hereinafter descri-
bed property.

PLEASE TAKE NOTICE
PURSUANT TO §21-19-11
of the Mississippi Code of
1972, as annotated and
amended, the City Council
of the City of Hattiesburg
will hold a hearing at
4:00p.m. on Monday, Au-
gust 6, 2012, in the Council
room of the City Hall, Hat-
tiesburg, MS to determine
whether or not the
hereinafter-described prop-
erty is in such a state of un-
cleanliness to be a menace
to the public health and
safety of the community.
You have a right to file an
answer and to appear at
said hearing in person or
otherwise and to offer your
defense, if any. If, at such
hearing, the City Council
shall adjudicate the prop-
erty in its then condition to be
a menace to the health and
safety of the community,
the City of Hattiesburg
shall, if the owner will not
do so himself, proceed to
have the land cleared pur-
suant to the aforesaid stat-
ute. The City of Hattiesburg
may then adjudicate the
costs plus penalty of clear-
ing said property and the
costs may become assess-
ment against the property,
which shall be a lien
against said property all as
provided by statute, to wit:

PARCEL: 44-656-3-11, 706
Sullivan Street, and better
described as the North 48
feet of Lot Sixteen (16) in
Block Three (3) of the
MCINNIS, MITCHELL, and
LONGRE SURVEY or AD-
DITION to the City of Hat-
tiesburg, County of Forrest,
State of Mississippi, as per
the map or plat thereof on
file in the office of the
Chancery Clerk of Forrest
County, Mississippi, togeth-
er with all improvements
thereon and appurtenances
thereunto belonging.

Publish: July 20, 2012
0200409723-01

KATHY BULLOCK

an authorized clerk of the HATTIESBURG AMERICAN, a
daily newspaper published in the City of Hattiesburg, Forrest
County, Mississippi who, being duly sworn, states that the
notice, a true copy of which is hereto attached, appeared in
the issues of said newspaper as follows:

7/20/2012

7/20/2012

Size: 356 words / 1.00 col. x 82.00 lines

Published: 1 time(s)

Total: \$49.72

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 7/20/2012.

Jennifer J. Brogdon
Notary Public

July 20, 2012
Date



PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200409725
709 MCKINLEY ST

NOTICE OF HEARING
BEFORE THE CITY
COUNCIL OF THE CITY
OF HATTIESBURG,
MISSISSIPPI TO CON-
SIDER A RESOLUTION
TO DEMONSTRATE
BUILDING (S) AND/OR TO
CLEAR ALL CODE
VIOLATIONS

TO: Long Land Investments
INC., P.O. Box 7, Lauder-
dale, Mississippi 39335,
Monogram Credit Card
Band, 7840 Roswell Road,
Atlanta, Georgia 30350,
Unifund CCR Partners,
10625 Techwoods Circle,
Cincinnati, Ohio 45242,
Mississippi Department of
Employment Security Com-
mission, 1235 Echelon
Parkway P.O. Box 1699,
Jackson, Mississippi 39215,
Ethelyn Fairley-Reid, 24334
Middle Fork, San Antonio,
Texas 78258, Lillie Fairley
and JC Fairley, 905 W. 5th
Street, Hattiesburg, Missis-
sippi 39401, and to any and
all unknown persons claim-
ing any right, title or interest
in or to the hereinafter de-
scribed property.

PLEASE TAKE NOTICE
PURSUANT TO §21-19-11
of the Mississippi Code of
1972, as annotated and
amended, the City Council
of the City of Hattiesburg
will hold a hearing at
4:00p.m. on Monday, Au-
gust 6, 2012, in the Council
room of the City Hall, Hat-
tiesburg, MS to determine
whether or not the
hereinafter-described prop-
erty is in such a state of un-
cleanliness to be a menace
to the public health and
safety of the community.
You have a right to file an
answer and to appear at
said hearing in person or
otherwise and to offer your
defense, if any. If, at such
hearing, the City Council
shall adjudicate the prop-
erty in its then condition to be
a menace to the health and
safety of the community,
the City of Hattiesburg
shall, if the owner will not
do so himself, proceed to
have the land cleared pur-
suant to the aforesaid stat-
ute. The City of Hattiesburg
may then adjudicate the
costs plus penalty of clean-
ing said property and the
costs may become assess-
ment against the property,
which shall be a lien
against said property all as
provided by statute, to wit:

PARCEL: 44-656-2-7, 709
McKinley Street, and better
described as Lot Eight (8),
Block Two (2) of the
MCINNIS, MITCHELL, and
LONGRE SUBDIVISION of
the City of Hattiesburg,
County of Forrest, State of
Mississippi, as per the map
or plat thereof on file in the
office of the Chancery Clerk
of Forrest County, Missis-
sippi, together with all im-
provements thereon and
appurtenances thereunto
belonging.

Publish: July 20, 2012
0200409725-01

KATHY BULLOCK

an authorized clerk of the HATTIESBURG AMERICAN, a
daily newspaper published in the City of Hattiesburg, Forrest
County, Mississippi who, being duly sworn, states that the
notice, a true copy of which is hereto attached, appeared in
the issues of said newspaper as follows:

7/20/2012
7/20/2012

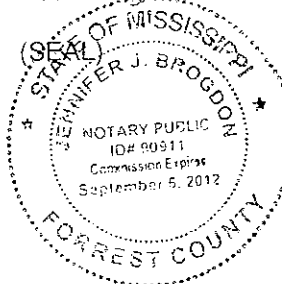
Size: 400 words / 1.00 col. x 96.00 lines
Published: 1 time(s)
Total: \$55.00

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 7/20/2012.

Jennifer J. Brogdon
Notary Public

July 20, 2012
Date



PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PERSONALLY appeared before me, the undersigned notary
public in and for Forrest County, Mississippi,

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200409726
712 LINCOLN ST

NOTICE OF HEARING
BEFORE THE CITY
COUNCIL OF THE CITY
OF HATTIESBURG,
MISSISSIPPI TO CON-
DEMN DILAPIDATED
BUILDING(S) AND/OR TO
CLEAR ALL CODE
VIOLATIONS

TO: Alex Ware and Hattie
Mae Hinton, 710 Lincoln
Street, Hattiesburg, Missis-
sippi 39401, and to any and
all unknown persons claim-
ing any right, title or interest
in or to the hereinafter de-
scribed property.

PLEASE TAKE NOTICE
PURSUANT TO §21-19-11
of the Mississippi Code of
1972, as annotated and
amended, the City Council
of the City of Hattiesburg
will hold a hearing at
4:00p.m. on Monday, Au-
gust 6, 2012, in the Council
room of the City Hall, Hat-
tiesburg, MS to determine
whether or not the
hereinafter-described prop-
erty is in such a state of un-
cleanliness to be a menace
to the public health and
safety of the community.
You have a right to file an
answer and to appear at
said hearing in person or
otherwise and to offer your
defense, if any. If, at such
hearing, the City Council
shall adjudicate the prop-
erty in its then condition to be
a menace to the health and
safety of the community,
the City of Hattiesburg
shall, if the owner will not
do so himself, proceed to
have the land cleared pur-
suant to the aforesaid stat-
ute. The City of Hattiesburg
may then adjudicate the
costs plus penalty of clean-
ing said property and the
costs may become assess-
ment against the property,
which shall be a lien
against said property all as
provided by statute, to wit:

PARCEL: 44-656-4-18, 712
Lincoln Street, and better
described as Lot Nineteen
(19) in Block four (4) of the
MCINNIS, MITCHELL, and
LONGRE SURVEY or AD-
DITION to the City of Hat-
tiesburg, County of Forrest,
State of Mississippi, as per
the map or plat thereof on
file in the office of the
Chancery Clerk of Forrest
County, Mississippi, togeth-
er with all improvements
thereon and appurtenances
thereunto belonging.

Publish: July 20, 2012
0200409726-01

KATHY BULLOCK

an authorized clerk of the HATTIESBURG AMERICAN, a
daily newspaper published in the City of Hattiesburg, Forrest
County, Mississippi who, being duly sworn, states that the
notice, a true copy of which is hereto attached, appeared in
the issues of said newspaper as follows:

7/20/2012
7/20/2012

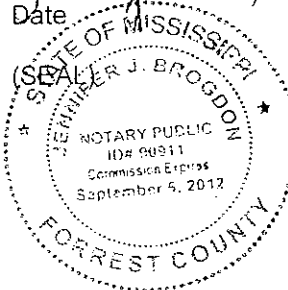
Size: 350 words / 1.00 col. x 80.00 lines
Published: 1 time(s)
Total: \$49.00

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 7/20/2012.

Jennifer J Brogdon
Notary Public

July 20, 2012
Date



PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

PASTE PROOF HERE

H12998
CITY OF HATTIESBURG,
0200409727
715 LINCOLN ST

NOTICE OF HEARING
BEFORE THE CITY
COUNCIL OF THE CITY
OF HATTIESBURG,
MISSISSIPPI TO CON-
SIDER THE LITIGATION
BUILDING (S) AND/OR TO
CLEAR ALL CODE
VIOLATIONS

TO: Lee Jennings, P.O.
Box 1384, Hattiesburg Mis-
sissippi 39401, and to any
and all unknown persons
claiming any right, title or
interest in or to the herein-
after described property.

PLEASE TAKE NOTICE
PURSUANT TO §21-19-11
of the Mississippi Code of
1972, as annotated and
amended, the City Council
of the City of Hattiesburg
will hold a hearing at
4:00p.m. on Monday, Au-
gust 6, 2012, in the Council
room of the City Hall, Hat-
tiesburg, MS to determine
whether or not the
hereinafter-described prop-
erty is in such a state of un-
cleanliness to be a menace
to the public health and
safety of the community.
You have a right to file an
answer and to appear at
said hearing in person or
otherwise and to offer your
defense, if any. If, at such
hearing, the City Council
shall adjudicate the prop-
erty in its then condition to be
a menace to the health and
safety of the community,
the City of Hattiesburg
shall, if the owner will not
do so himself, proceed to
have the land cleared pur-
suant to the aforesaid stat-
ute. The City of Hattiesburg
may then adjudicate the
costs plus penalty of clean-
ing said property and the
costs may become assess-
ment against the property,
which shall be a lien
against said property all as
provided by statute, to wit:

PARCEL: 44-656-5-5, 715
Lincoln Street, and better
described as Lot Five (5) in
Block Five (5) of the
MCINNIS, MITCHELL and
LONGRE SURVEY or AD-
DITION to the City of Hat-
tiesburg, County of Forrest,
State of Mississippi, as per
the map or plat thereof on
file in the office of the
Chancery Clerk of Forrest
County, Mississippi, togeth-
er with all improvements
thereon and appurtenances
thereunto belonging.

Publish: July 20, 2012
0200409727-01

KATHY BULLOCK

an authorized clerk of the HATTIESBURG AMERICAN, a
daily newspaper published in the City of Hattiesburg, Forrest
County, Mississippi who, being duly sworn, states that the
notice, a true copy of which is hereto attached, appeared in
the issues of said newspaper as follows:

7/20/2012
7/20/2012

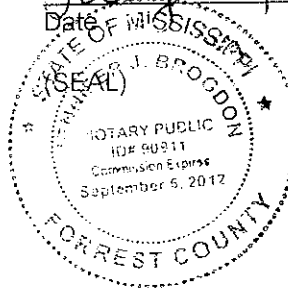
Size: 346 words / 1.00 col. x 79.00 lines
Published: 1 time(s)
Total: \$48.52

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 7/20/2012.

Jennifer J. Brogdon
Notary Public

July 20, 2012
Date



PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

PASTE PROOF HERE

H 12998
CITY OF HBURG,
O200409728
7 16 LINCOLN ST

NOTICE OF HEARING
BEFORE THE CITY
COUNCIL OF THE CITY
OF HATTIESBURG,
MISSISSIPPI TO CON-
DEMN DILAPIDATED
BUILDING(S) AND/OR TO
CLEAR ALL CODE
VIOLATIONS

TO: Malcolm Curtis, JR.,
and Gwendolyn Curtis, 112
Pine Drive, Hattiesburg
Mississippi 39401, and to
any and all unknown per-
sons claiming any right, title
or interest in or to the here-
inafter described property.

PLEASE TAKE NOTICE
PURSUANT TO §21-19-11
of the Mississippi Code of
1972, as annotated and
amended, the City Council
of the City of Hattiesburg
will hold a hearing at
4:00p.m. on Monday, Au-
gust 6, 2012, in the Council
room of the City Hall, Hat-
tiesburg, MS to determine
whether or not the
hereinafter-described prop-
erty is in such a state of un-
cleanliness to be a menace
to the public health and
safety of the community.
You have a right to file an
answer and to appear at
said hearing in person or
otherwise and to offer your
defense, if any. If, at such
hearing, the City Council
shall adjudicate the prop-
erty in its then condition to be
a menace to the health and
safety of the community,
the City of Hattiesburg
shall, if the owner will not
do so himself, proceed to
have the land cleared pur-
suant to the aforesaid stat-
ute. The City of Hattiesburg
may then adjudicate the
costs plus penalty of clean-
ing said property and the
costs may become assess-
ment against the property,
which shall be a lien
against said property all as
provided by statute, to wit:

PARCEL: 44-656-4-20, 716
Lincoln Street, and better
described as Lot Twenty-
one (21) in Block Four (4)
of the MCINNIS, MITCH-
ELL and LONGRE SUR-
VEY or ADDITION to the
City of Hattiesburg, County
of Forrest, State of Missis-
sippi, as per the map or plat
thereof on file in the office
of the Chancery Clerk of
Forrest County, Mississippi,
together with all improve-
ments thereon and appurte-
nances thereunto belong-
ing.

Publish: July 20, 2012
0200409728-01

KATHY BULLOCK

an authorized clerk of the HATTIESBURG AMERICAN, a
daily newspaper published in the City of Hattiesburg, Forrest
County, Mississippi who, being duly sworn, states that the
notice, a true copy of which is hereto attached, appeared in
the issues of said newspaper as follows:

7/20/2012
7/20/2012

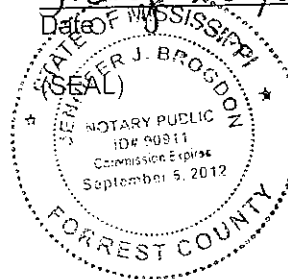
Size: 350 words / 1.00 col. x 81.00 lines
Published: 1 time(s)
Total: \$49.00

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 7/20/2012.

Terrence J. Brogdon
Notary Public

July 20, 2012
Date of Mississippi



PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

PASTE PROOF HERE

H12998
CITY OF H BURG,
0200409730
719 LINCOLN ST

NOTICE OF HEARING
BEFORE THE CITY
COUNCIL OF THE CITY
OF HATTIESBURG,
MISSISSIPPI TO CON-
SIDER DILAPIDATED
BUILDING(S) AND/OR TO
CLEAR ALL CODE
VIOLATIONS

TO: Mikal Hassan Ugdah
and Narjis Z. Ugdah, 1108
Cherry Street, Hattiesburg
MS 39401, Mikal Hassan
and Narjis Hassan, 1108
Cherry Street, Hattiesburg
MS, and to any and all un-
known persons claiming
any right, title or interest in
or to the hereinafter describ-
ed property.

PLEASE TAKE NOTICE
PURSUANT TO §21-19-11
of the Mississippi Code of
1972, as annotated and
amended, the City Council
of the City of Hattiesburg
will hold a hearing at
4:00p.m. on Monday, Au-
gust 6, 2012, in the Council
room of the City Hall, Hat-
tiesburg, MS to determine
whether or not the
hereinafter-described prop-
erty is in such a state of un-
cleanliness to be a menace
to the public health and
safety of the community.
You have a right to file an
answer and to appear at
said hearing in person or
otherwise and to offer your
defense, if any. If, at such
hearing, the City Council
shall adjudicate the prop-
erty in its then condition to be
a menace to the health and
safety of the community,
the City of Hattiesburg
shall, if the owner will not
do so himself, proceed to
have the land cleared pur-
suant to the aforesaid stat-
ute. The City of Hattiesburg
may then adjudicate the
costs plus penalty of clean-
ing said property and the
costs may become assess-
ment against the property,
which shall be a lien
against said property all as
provided by statute, to wit:

PARCEL: 44-656-5-3, 719
Lincoln Street, and better
described as Lot Five (5),
Block Five (5) of the
MCINIS MITCHELL &
LONGRE SUBDIVISION of
the City of Hattiesburg,
County of Forrest, State of
Mississippi, as per the map
or plat thereof on file in the
office of the Chancery Clerk
of Forrest County, Missis-
sippi, together with all im-
provements thereon and
appurtenances thereunto
belonging.

Publish: July 20, 2012

0200409730.0

KATHY BULLOCK

an authorized clerk of the HATTIESBURG AMERICAN, a
daily newspaper published in the City of Hattiesburg, Forrest
County, Mississippi who, being duly sworn, states that the
notice, a true copy of which is hereto attached, appeared in
the issues of said newspaper as follows:

7/20/2012
7/20/2012

Size: 358 words / 1.00 col. x 83.00 lines
Published: 1 time(s)
Total: \$49.96

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 7/20/2012.

Jennifer J. Brogdon
Notary Public

July 20, 2012
Date



PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PASTE PROOF HERE

H12998
CITY OF HATTIESBURG,
0200409731
719 MCKINLEY ST

NOTICE OF HEARING
BEFORE THE CITY
COUNCIL OF THE CITY
OF HATTIESBURG,
MISSISSIPPI TO CON-
DEMN DILAPIDATED
BUILDING(S) AND/OR TO
CLEAR ALL CODE
VIOLATIONS

TO: Greg Hinton c/o Clarence Hinton and Gussie H. Hinton (deceased), 179 South Lake Road, Hattiesburg, Mississippi 39401, Jessie Person c/o Clarence Hinton and Gussie H. Hinton (deceased), 706 Sullivan Street, Hattiesburg, Mississippi 39401, and to any and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a hearing at 4:00p.m. on Monday, August 6, 2012, in the Council room of the City Hall, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit:

PARCEL: 44-656-2-2A, 719 McKinley Street, and better described as Lot Two (2), Block Two (2) of the MCINNIS, MITCHELL, & LONGRE SUBDIVISION of the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

Publish: July 20, 2012
0200409731-01

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

KATHY BULLOCK

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

7/20/2012
7/20/2012

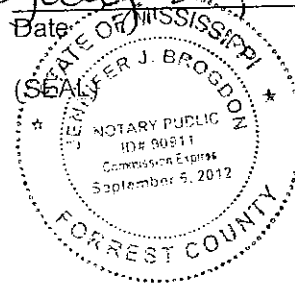
Size: 374 words / 1.00 col. x 86.00 lines
Published: 1 time(s)
Total: \$51.88

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 7/20/2012.

Jennifer J. Brogdon
Notary Public

July 20, 2012
Date



PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi.

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200409732
1115 JOHNSTON CR

NOTICE OF HEARING
BEFORE THE CITY
COUNCIL OF THE CITY
OF HATTIESBURG,
MISSISSIPPI TO CON-
DEMN DILAPIDATED
BUILDING(S) AND/OR TO
CLEAR ALL CODE
VIOLATIONS

TO: Jimmie Ruth French,
204 Collins Road, Petal,
Mississippi 39465, and to
any and all unknown per-
sons claiming any right, title
or interest in or to the here-
inafter described property.

PLEASE TAKE NOTICE
PURSUANT TO §21-19-11
of the Mississippi Code of
1972, as annotated and
amended, the City Council
of the City of Hattiesburg
will hold a hearing at
4:00p.m. on Monday, Au-
gust 6, 2012, in the Council
room of the City Hall, Hat-
tiesburg, MS to determine
whether or not the
hereinafter-described prop-
erty is in such a state of un-
cleanliness to be a menace
to the public health and
safety of the community.
You have a right to file an
answer and to appear at
said hearing in person or
otherwise and to offer your
defense, if any. If, at such
hearing, the City Council
shall adjudicate the prop-
erty in its then condition to be
a menace to the health and
safety of the community,
the City of Hattiesburg
shall, if the owner will not
do so himself, proceed to
have the land cleared pur-
suant to the aforesaid stat-
ute. The City of Hattiesburg
may then adjudicate the
costs plus penalty of clean-
ing said property and the
costs may become assess-
ment against the property,
which shall be a lien
against said property all as
provided by statute, to wit:

PARCEL: 168A-10123-63,
1115 Johnston Circle, and
better described as a part
of Section 27, Township 4
North, Range 13 West, and
more particularly described
as beginning 510 feet south
of the Northeast corner of
the NE ¼ of the NE ¼ for
the point of beginning,
thence run West 150 feet,
thence run South 50 feet,
thence run East 150 feet,
thence run North 50 feet to
the point of beginning. Said
property being a part of the
City of Hattiesburg, County
of Forrest, State of Missis-
sippi, as per the map or plat
thereof on file in the office
of the Chancery Clerk of
Forrest County, Mississippi,
together with all improve-
ments thereon and appurte-
nances thereunto belong-
ing.

Publish: July 20, 2012
0200409732-01

KATHY BULLOCK

an authorized clerk of the HATTIESBURG AMERICAN, a
daily newspaper published in the City of Hattiesburg, Forrest
County, Mississippi who, being duly sworn, states that the
notice, a true copy of which is hereto attached, appeared in
the issues of said newspaper as follows:

7/20/2012
7/20/2012

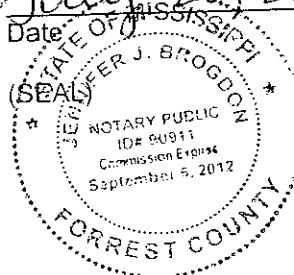
Size: 398 words / 1.00 col. x 89.00 lines
Published: 1 time(s)
Total: \$54.76

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 7/20/2012.

Jennifer J. Brogdon
Notary Public

July 20, 2012
Date of MISSISSIPPI



PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200409734
1206 ALCORN AVE

NOTICE OF HEARING
BEFORE THE CITY
COUNCIL OF THE CITY
OF HATTIESBURG,
MISSISSIPPI TO CON-
DEMN DILAPIDATED
BUILDING(S) AND/OR TO
CLEAR ALL CODE
VIOLATIONS

TO: George McCarty, JR
and Greola Mae McCarty
409 W. 4th Street, Hatties-
burg, Mississippi 39401,
and to any and all unknown
persons claiming any right,
title or interest in or to the
hereinafter described prop-
erty.

PLEASE TAKE NOTICE
PURSUANT TO §21-19-11
of the Mississippi Code of
1972, as annotated and
amended, the City Council
of the City of Hattiesburg
will hold a hearing at
4:00p.m. on Monday, Au-
gust 6, 2012, in the Council
room of the City Hall, Hat-
tiesburg, MS to determine
whether or not the
hereinafter-described prop-
erty is in such a state of un-
cleanliness to be a menace
to the public health and
safety of the community.
You have a right to file an
answer and to appear at
said hearing in person or
otherwise and to offer your
defense, if any. If, at such
hearing, the City Council
shall adjudicate the prop-
erty in its then condition to be
a menace to the health and
safety of the community,
the City of Hattiesburg
shall, if the owner will not
do so himself, proceed to
have the land cleared pur-
suant to the aforesaid stat-
ute. The City of Hattiesburg
may then adjudicate the
costs plus penalty of clean-
ing said property and the
costs may become assess-
ment against the property,
which shall be a lien
against said property all as
provided by statute, to wit:

PARCEL: 44-656-6-1, 1206
Alcorn Avenue, and better
described as the West Half
of Lots One (1) and Two (2)
in Block Six (6) of the
MCINNIS, MITCHELL, and
LONGRE SURVEY or AD-
DITION to the City of Hat-
tiesburg, County of Forrest,
State of Mississippi, as per
the map or plat thereof on
file in the office of the
Chancery Clerk of Forrest
County, Mississippi, togeth-
er with all improvements
thereon and appurtenances
thereunto belonging.

Publish: July 20, 2012
0200409734-01

KATHY BULLOCK

an authorized clerk of the HATTIESBURG AMERICAN, a
daily newspaper published in the City of Hattiesburg, Forrest
County, Mississippi who, being duly sworn, states that the
notice, a true copy of which is hereto attached, appeared in
the issues of said newspaper as follows:

7/20/2012
7/20/2012

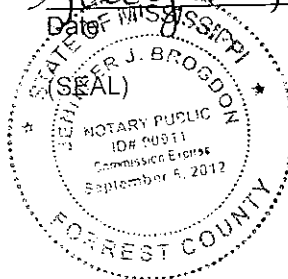
Size: 359 words / 1.00 col. x 82.00 lines
Published: 1 time(s)
Total: \$50.08

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 7/20/2012.

Jennifer J. Brogdon
Notary Public

July 20, 2012



PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PERSONALLY appeared before me, the undersigned notary
public in and for Forrest County, Mississippi,

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200409736
1210 ALCORN AVE

NOTICE OF HEARING
BEFORE THE CITY
COUNCIL OF THE CITY
OF HATTIESBURG,
MISSISSIPPI TO CON-
DEMN DILAPIDATED
BUILDING(S) AND/OR TO
CLEAR ALL CODE
VIOLATIONS

TO: Felicia McCarty, 409
W. 4th Street, Hattiesburg,
Mississippi 39401, and to
any and all unknown per-
sons claiming any right, title
or interest in or to the here-
inafter described property.

PLEASE TAKE NOTICE
PURSUANT TO §21-19-11
of the Mississippi Code of
1972, as annotated and
amended, the City Council
of the City of Hattiesburg
will hold a hearing at
4:00p.m. on Monday, Au-
gust 6, 2012, in the Council
Room of the City Hall, Hat-
tiesburg, MS to determine
whether or not the
hereinafter-described prop-
erty is in such a state of un-
cleanliness to be a menace
to the public health and
safety of the community.
You have a right to file an
answer and to appear at
said hearing in person or
otherwise and to offer your
defense, if any. If, at such
hearing, the City Council
shall adjudicate the prop-
erty in its then condition to be
a menace to the health and
safety of the community,
the City of Hattiesburg
shall, if the owner will not
do so himself, proceed to
have the land cleared pur-
suant to the aforesaid stat-
ute. The City of Hattiesburg
may then adjudicate the
costs plus penalty of clean-
ing said property and the
costs may become a li-
en against the property,
which shall be a lien
against said property all as
provided by statute, to wit:

PARCEL: 44-656-5-22,
1210 Alcorn Avenue, and
better described as the
East half Lots Twenty-three
(23) and Twenty-four (24) in
Block Five (5) of the
MCINNIS, MITCHELL, and
LONGRE SURVEY or AD-
DITION to the City of Hat-
tiesburg, County of Forrest,
State of Mississippi, as per
the map or plat thereof on
file in the office of the
Chancery Clerk of Forrest
County, Mississippi, togeth-
er with all improvements
thereon and appurtenances
thereunto belonging.

Publish: July 20, 2012

KATHY BULLOCK

an authorized clerk of the HATTIESBURG AMERICAN, a
daily newspaper published in the City of Hattiesburg, Forrest
County, Mississippi who, being duly sworn, states that the
notice, a true copy of which is hereto attached, appeared in
the issues of said newspaper as follows:

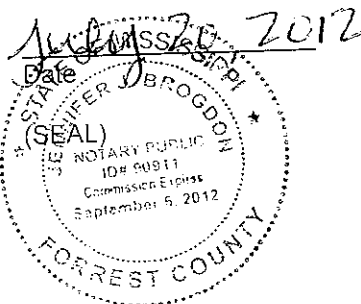
7/20/2012
7/20/2012

Size: 353 words / 1.00 col. x 81.00 lines
Published: 1 time(s)
Total: \$49.36

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 7/20/2012.

Stamifer J. Brogdon
Notary Public



PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200409737
1214 HALL AVE

NOTICE OF HEARING
BEFORE THE CITY
COUNCIL OF THE CITY
OF HATTIESBURG,
MISSISSIPPI TO CON-
DEMN DILAPIDATED
BUILDING(S) AND/OR TO
CLEAR ALL CODE
VIOLATIONS

TO: Kayla G. Sparkman,
1312 Hall Avenue, Hatties-
burg, Mississippi 39401,
Yankee Investments, P.O.
Box 1669, Hattiesburg, Mis-
sissippi 39403, Psock
Properties INC., P.O. Box
7, Lauderdale, Mississippi
39335, Pioneer Credit
Company, 104 S 37th Ave
40, Hattiesburg, MS
39402, Clarence E. Magee,
307 Fairway Drive, Hatties-
burg, MS 39401, Carrie
Bradley Magee, 307 Fair-
way Drive, Hattiesburg,
Mississippi 39401, First
Tower Loan, 6335 US High-
way 49, Hattiesburg, Mis-
sissippi 39401, The State of
Mississippi, P.O. Box 136,
Jackson, Mississippi 39205,
and to any and all unknown
persons claiming any right,
title or interest in or to the
hereinafter described prop-
erty.

PLEASE TAKE NOTICE
PURSUANT TO §21-19-11
of the Mississippi Code of
1972, as annotated and
amended, the City Council
of the City of Hattiesburg
will hold a hearing at
4:00p.m. on Monday, Au-
gust 6, 2012, in the Council
room of the City Hall, Hat-
tiesburg, MS to determine
whether or not the
hereinafter-described prop-
erty is in such a state of un-
cleanliness to be a menace
to the public health and
safety of the community.
You have a right to file an
answer and to appear at
said hearing in person or
otherwise and to offer your
defense, if any. If, at such
hearing, the City Council
shall adjudicate the prop-
erty in its then condition to be
a menace to the health and
safety of the community,
the City of Hattiesburg
shall, if the owner will not
do so himself, proceed to
have the land cleared pur-
suant to the aforesaid stat-
ute. The City of Hattiesburg
may then adjudicate the
costs plus penalty of clean-
ing said property and the
costs may become assess-
ment against the property,
which shall be a lien
against said property all as
provided by statute, to wit:

PARCEL: 43-696-18-11,
1214 Hall Avenue, and bet-
ter described as Lot Eleven
(11), Block Eighteen (18) of
the OMEGA ADDITION of
the City of Hattiesburg,
County of Forrest, State of
Mississippi, as per the map
or plat thereof on file in the
office of the Chancery Clerk
of Forrest County, Missis-
sippi, together with all im-
provements thereon and
appurtenances thereunto
belonging.

Publish: July 20, 2012
-0200409737-01

PERSONALLY appeared before me, the undersigned notary
public in and for Forrest County, Mississippi,

KATHY BULLOCK

an authorized clerk of the HATTIESBURG AMERICAN, a
daily newspaper published in the City of Hattiesburg, Forrest
County, Mississippi who, being duly sworn, states that the
notice, a true copy of which is hereto attached, appeared in
the issues of said newspaper as follows:

7/20/2012
7/20/2012

Size: 408 words / 1.00 col. x 98.00 lines
Published: 1 time(s)
Total: \$55.96

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 7/20/2012.

Jennifer J. Brogdon
Notary Public

July 20, 2012
Date



PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PERSONALLY appeared before me, the undersigned notary
public in and for Forrest County, Mississippi,

PASTE PROOF HERE

H 1 2998
CITY OF HBURG,
02 00409742
12 16 HALL AVE

NOTICE OF HEARING
BEFORE THE CITY
COUNCIL OF THE CITY
OF HATTIESBURG,
MISSISSIPPI TO CON-
DEMN DILAPIDATED
BUILDING(S) AND/OR TO
CLEAR ALL CODE
VIOLATIONS

TO: Charles Edward Dent,
111 Claiborne Avenue, Hat-
tiesburg, Mississippi 39401,
Theresa Ann Dent,
111 Claiborne Avenue, Hatties-
burg, Mississippi 39401, In-
ez Patricia Doshield, 111
Claiborne Avenue, Hatties-
burg 39401, Mitchell Leroy
Dent, 103 Montaign Drive,
Vicksburg, Mississippi
39180, Brinda Kay Dent,
13810 Gullivers Trail, Bow-
ie, Maryland 20720, Gwan-
dolyn Verigina Smith, 103
Montaign Drive, Vicksburg,
Mississippi 39180, and to
any and all unknown per-
sons claiming any right, title
or interest in or to the here-
inafter described property.

PLEASE TAKE NOTICE
PURSUANT TO §21-19-11
of the Mississippi Code of
1972, as annotated and
amended, the City Council
of the City of Hattiesburg
will hold a hearing at
4:00p.m. on Monday, Au-
gust 6, 2012, in the Council
room of the City Hall, Hat-
tiesburg, MS to determine
whether or not the
hereinafter-described prop-
erty is in such a state of un-
cleanliness to be a menace
to the public health and
safety of the community.
You have a right to file an
answer and to appear at
said hearing in person or
otherwise and to offer your
defense, if any. If, at such
hearing, the City Council
shall adjudicate the prop-
erty in its then condition to be
a menace to the health and
safety of the community,
the City of Hattiesburg
shall, if the owner will not
do so himself, proceed to
have the land cleared pur-
suant to the aforesaid stat-
ute. The City of Hattiesburg
may then adjudicate the
costs plus penalty of clean-
ing said property and the
costs may become assess-
ment against the property,
which shall be a lien
against said property all as
provided by statute, to wit:

PARCEL: 43-696-18-10,
1216 Hall Avenue, and bet-
ter described as Lot Ten
(10), Block Eighteen (18) of
the OMEGA ADDITION of
the City of Hattiesburg,
County of Forrest, State of
Mississippi, as per the map
or plat thereof on file in the
office of the Chancery Clerk
of Forrest County, Missis-
sippi, together with all im-
provements thereon and
appurtenances thereunto
belonging.

Publish: July 20, 2012
-0200-09742-01

KATHY BULLOCK

an authorized clerk of the HATTIESBURG AMERICAN, a
daily newspaper published in the City of Hattiesburg, Forrest
County, Mississippi who, being duly sworn, states that the
notice, a true copy of which is hereto attached, appeared in
the issues of said newspaper as follows:

7/20/2012
7/20/2012

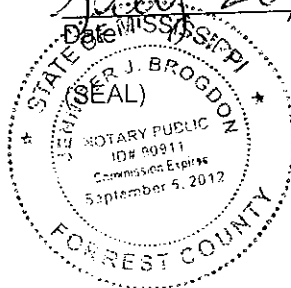
Size: 385 words / 1.00 col. x 92.00 lines
Published: 1 time(s)
Total: \$53.20

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 7/20/2012.

Jennifer J. Brogdon
Notary Public

July 20, 2012



PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200409745
1317 HALL AVE

NOTICE OF HEARING
BEFORE THE CITY
COUNCIL OF THE CITY
OF HATTIESBURG,
MISSISSIPPI TO CON-
DEMN DILAPIDATED
BUILDING (S) AND/OR TO
CLEAR ALL CODE
VIOLATIONS

TO: Charlene Shatell Hol-
man, 12189 Crab Apple
Lane, Frisco, Texas 75035,
Ethel Marie Holman Russell
Brown, 12189 Crab Apple
Lane, Frisco, Texas 75035,
Ricky Brown, 12189 Crab
Apple Lane, Frisco, Texas,
75035, CMB Financial, P.O.
Box 1731, Hattiesburg, Mis-
sissippi 39403, and to any
and all unknown persons
claiming any right, title or
interest in or to the herein-
after described property.

PLEASE TAKE NOTICE
PURSUANT TO §21-19-11
of the Mississippi Code of
1972, as annotated and
amended, the City Council
of the City of Hattiesburg
will hold a hearing at
4:00p.m. on Monday, Au-
gust 6, 2012, in the Council
room of the City Hall, Hat-
tiesburg, MS to determine
whether or not the
hereinafter-described prop-
erty is in such a state of un-
cleanliness to be a menace
to the public health and
safety of the community.
You have a right to file an
answer and to appear at
said hearing in person or
otherwise and to offer your
defense, if any. If, at such
hearing, the City Council
shall adjudicate the prop-
erty in its then condition to be
a menace to the health and
safety of the community,
the City of Hattiesburg
shall, if the owner will not
do so himself, proceed to
have the land cleared pur-
suant to the aforesaid stat-
ute. The City of Hattiesburg
may then adjudicate the
costs plus penalty of clean-
ing said property and the
costs may become assess-
ment against the property,
which shall be a lien
against said property all as
provided by statute, to wit:

PARCEL: 44-656-3-8, 1317
Hall Avenue, and better de-
scribed as the East half of
the East half of Lots Eleven
(11) and Twelve (12), Block
Three (3) of the MCINNIS
MITCHELL and LONGRE
SUBDIVISION of the City of
Hattiesburg, County of For-
rest, State of Mississippi, as
per the map or plat thereof
on file in the office of the
Chancery Clerk of Forrest
County, Mississippi, togeth-
er with all improvements
thereon and appurtenances
thereunto belonging.

Publish: July 20, 2012

KATHY BULLOCK

an authorized clerk of the HATTIESBURG AMERICAN, a
daily newspaper published in the City of Hattiesburg, Forrest
County, Mississippi who, being duly sworn, states that the
notice, a true copy of which is hereto attached, appeared in
the issues of said newspaper as follows:

7/20/2012
7/20/2012

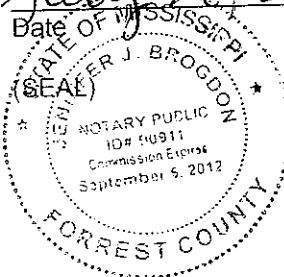
Size: 385 words / 1.00 col. x 88.00 lines
Published: 1 time(s)
Total: \$53.20

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 7/20/2012.

Jennifer J. Brogdon
Notary Public

July 20, 2012
Date of Publication



PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200410416
NTB-Comprehensive Sewer Plan

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 August 23, 2012 in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements for the following:

COMPREHENSIVE
SEWER IMPROVEMENTS
PHASE II
HATTIESBURG,
MISSISSIPPI

Plans, Specifications and proposal forms may be obtained from Shows, Dearman & Walls, Inc., P. O. Box 1711, 301 Second Avenue, Hattiesburg, Mississippi, 39403, upon deposit of \$150.00, 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, cashiers 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
SEWER IMPROVEMENTS
PHASE II
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 17th day of July A.D., 2012.

CITY OF HATTIESBURG,
MISSISSIPPI

BY: Eddie R Myers/s/

Eddie R. Myers, City Clerk

Publish on 7/20/12 &
7/27/12

0200410416-G1

KATHY BULLOCK

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

7/20/2012
7/20/2012
7/27/2012

Size: 320 words / 1.00 col. x 80.00 lines

Published: 2 time(s)

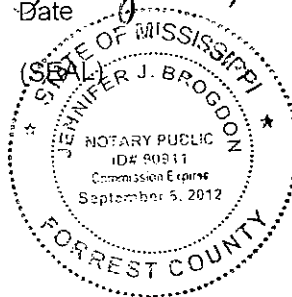
Total: \$79.40

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 7/27/2012.

Jennifer J. Brogdon
Notary Public

July 27, 2012
Date



PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200411232
Ordinance- Emergency Medical Service #30

ORDINANCE NUMBER 3087
OF THE
CITY OF HATTIESBURG, MISSISSIPPI

AN ORDINANCE ESTABLISHING AN EMERGENCY
MEDICAL SERVICE DISTRICT
FOR THE CITY OF HATTIESBURG

WHEREAS, this ordinance is enacted as an exercise of the authority of the City of Hattiesburg to protect and preserve the public health, safety, and welfare. Its provisions shall be liberally construed for the accomplishment of these purposes.

BE IT ORDAINED BY THE MAYOR AND COUNCIL
OF THE CITY OF HATTIESBURG, MISSISSIPPI

SECTION 1. Authority:

The City of Hattiesburg, Mississippi has been vested by Section 41-59-51, of the Mississippi Code of 1972, as amended, with the authority to establish an emergency medical service district for the purpose of providing emergency hospital care and ambulance services within the geographic area under its jurisdiction.

SECTION 2. Intent:

The City has determined that in order to insure that its citizens are provided with access to the most timely and appropriate emergency response it is necessary for the City to establish this emergency medical service district to be known as the City of Hattiesburg, Mississippi Emergency Medical Service District.

SECTION 3. Service Area:

The City of Hattiesburg, Mississippi Emergency Medical Service District shall encompass all areas within the corporate limits of the City of Hattiesburg, Mississippi.

SECTION 4. Services:

The City of Hattiesburg, Mississippi Emergency Medical Service District shall provide or coordinate the provision of pre-hospital emergency medical services by duly authorized ambulance service providers and first responders and emergency hospital care sufficient to handle emergency medical conditions including those patients triaged as part of the trauma care system established within the State of Mississippi.

SECTION 5. Administration:

The City hereby appoints the ambulance service provider servicing as Lead Agency under the City's Ambulance Ordinance as the manager of the emergency medical services district with full authority over the operation of the district. The City's Ambulance Ordinance shall be enforced throughout the emergency medical services district.

SECTION 6. Funding:

The City hereby authorizes the emergency medical services district to receive funds from all sources and expend such funds as may be available for any necessary and proper purpose in the manner provided by law of municipalities.

SECTION 7. That this Ordinance take effect immediately is provided by law.

The foregoing Ordinance having been reduced to writing, he same was introduced by Councilmember Ware, seconded by Councilmember Delgado, and was adopted by the following vote to-wit:

YEAS: Bradley NAYS: None ABSENT: Carroll
Delgado
Ware
Naylor

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

KATHY BULLOCK

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

7/25/2012

7/25/2012

7/25/2012

Size: 709 words / 2.00 col. x 103.00 lines

Published: 1 time(s)

Total: \$92.33

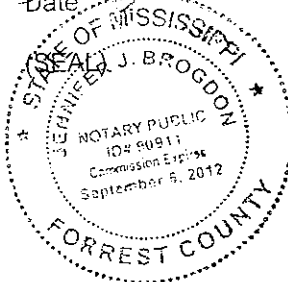
Signed _____

Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 7/25/2012.

Jennifer J. Brogdon
Notary Public

July 25, 2012
Date



THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the 5th day of June A.D., 2012.

(S E A L)

ATTEST:

ADOPTED:

Debra K. Bernardo /s/
CLERK OF COUNCIL

Kim Bradley /s/
PRESIDENT

THE above foregoing Ordinance having been submitted to and approved by the Mayor, this the 5th day of June A.D., 2012.

ATTEST:
Eddie R. Myers /s/
CITY CLERK

APPROVED:
Johnny L. DuPree /s/
MAYOR

Publish: July 25, 2012

0200411232-01

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200411446
EARLY PUBLIC REVIEW FLOODPLAIN
IMPACT

Notice for Early Public
Review
of a Proposal to Support
an Activity in the
100-Year Floodplain

TO: ALL INTERESTED
AGENCIES, GROUPS,
AND INDIVIDUALS

SUBJECT: NOTICE OF
PROPOSED INTENT TO
TAKE ACTION IN A
FLOODPLAIN.

This is to give notice that the City of Hattiesburg is proposing to conduct activities in a floodplain to facilitate facade/exterior improvement (hereafter referred to as the proposed activities). The proposed activities are facade/exterior improvements located at 800 Bouie Street and 916 East Hardy Street in Hattiesburg, Forrest County, Mississippi. The purpose of the proposed activities is improving the exterior appearance of businesses along corridors of low-income areas. The proposed activities are intended to cover 0.25 acres, 0.25 acres of which are occupied by floodplain.

The City of Hattiesburg is requesting to release funds from a Community Development Block Grant (B-10-MC-28-0006) from the US Department of Housing and Urban Development to undertake the proposed activities and is thereby obligated to follow Executive Order (EO) 11988 for Floodplain Management and HUD Regulations found at 24 CFR § 55.20 prior to conducting any activities affecting floodplains. This Notice of Proposed Intent to Take Action is being provided in fulfillment of the aforementioned EO and regulations.

In accordance with 24 CFR Part 55.25, and 24 CFR § 58.5 (b)(1), this notice with a request for comment is being submitted to the Mississippi Division of Emergency Management, the Local Floodplain Administrator and Federal Emergency Management Agency.

Additional information on the proposed activity is available to the public between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday at the following location:

City of Hattiesburg
Department of Federal &
State Programs
200 Forrest Street
Hattiesburg, MS 39401

Contact: Andrew Ellard
(601) 545-4558
(601) 545-4592 (fax)

Any individual, group, or agency may submit written comments for consideration by the City of Hattiesburg at the above address by August 13, 2012. All comments will be considered prior to funding the proposed activity.

Publish: 07/27/2012

0200411446-03

KATHY BULLOCK

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

7/27/2012

7/27/2012

Size: 384 words / 1.00 col. x 102.00 lines

Published: 1 time(s)

Total: \$53.08

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 7/27/2012.

Jennifer J. Brogdon
Notary Public

July 27, 2012
Date





City of Hattiesburg, MS

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

Master

File Number: 2012-1046

File ID: 2012-1046

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 08/14/2012

Brief Title: CDBG Manual Checks

Final Action:

Minute Book Number: MB 2012-1/292

Title:

Approve and authorize issuance of manual checks for CDBG Program Claims per attached memorandum. {Entitlement}

Notes:

Sponsors:

Enactment Date:

Attachments: MEMORANDUM-Manual Checks-CDBG, CDBG
Supporting Docs

Enactment Number:

Contact:

Meeting Date: 08/21/2012

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/21/2012					

Text of Legislative File 2012-1046

Title

Approve and authorize issuance of manual checks for CDBG Program Claims per attached memorandum. {Entitlement}

Summary

CDBG Manual Checks

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: Franklyn L. Tate, Director
Department of Federal & State Programs

SUBJECT: Authorize issuance of manual checks for CDBG Program claims

DATE: August 14, 2012

The following request for payment is being submitted for approval during the City Council's August 21, 2012 meeting. Please authorize and approve issuance of a manual check for the claims listed below:

Recipient:	B & F Distributors, LLC
Activity:	Microenterprise
Program:	CDBG
Project Site:	103 Broadway Dr.
Rent & Utilities	\$1,039.05
Inventory, Supplies, Fixtures	\$1,499.99
Insurance	\$176.44
Amount Requested:	\$2,715.48
Purpose of Request:	Draw #2
Work Provided by:	B & F Distributors, LLC

Recipient:	Pinebelt Community Services
Activity:	Public Services – Meals Program
Program:	CDBG
Project Site:	1101 North Main St.
Food	\$1,139.61
Amount Requested:	\$1,087.71
Purpose of Request:	Draw #2
Work Provided by:	Pinebelt Community Services

Recipient:	Eve's House, Inc.
Activity:	Public Service
Program:	CDBG
Project Site:	841 North Main St.
Supplies & Printing	\$216.91
Tutors/Teachers	\$200.00
Amount Requested:	\$416.91
Purpose of Request:	Draw #3
Work Provided by:	Eve's House, Inc.

Recipient:

Activity:

Program:

Project Site:

Amount Requested:

Purpose of Request:

Work Provided by:

Breakthrough Community Services

Public Service

CDBG

1313 Country Club Rd.

\$3,687.80

Utility Payments - Draw #2

Breakthrough Community Services



103 Broadway Drive Hattiesburg, MS 39401
Phone: 601 544-4463 Cell: 601 310-4156

DRAW #2

REQUEST FOR FUNDS

DATE	LINE ITEM TITLE	TOTAL BUDGET	BALANCE FORWARD	REQUEST	BALANCE
8/13/2012	RENT & UTILITIES	\$6,900.00	\$5,725.05	1,039.05	4,686.00
7/30/2012	MARKETING	\$1,500.00	\$1,500.00	0	1,500.00
7/30/2012	INVENTORY, SUPPLIES, SIGNAGE, & FIXTURES	\$5,400.00	\$4,466.84	1,499.99	2,966.85
7/30/2012	INSURANCE	\$1,200.00	\$1,200.00	176.44	1,023.56
7/30/2012	MISCELLANEOUS (requires prior staff review)	\$0.00	\$0.00	0	0
		\$15,000.00	\$12,891.89	Total Request	
				\$2,715.48	\$10,176.41

Signed Dessie Minor Date 8-14-2012

B & F Distributors LLC
103 Broadway Drive
Hattiesburg, MS 39401
601 544-4463

Worksheet Request #2
Receipts and Invoices Attached

RENT & UTILITIES

Rent	750
Comcast	101.32
Mississippi Power	187.73
TOTAL RENT AND UTILITIES	\$1,039.05

MARKETING	\$0.00
-----------	--------

INVENTORY, SUPPLIES, SIGNAGE & FIXTURES

Frontline	182.80
Boston Leather	146.03
Supply Room	67.60
Fox outdoor	141.60
Fox outdoor	148.69
Personally Yours	14.00
Personally Yours	93.90
Rothco	284.78
Dsg Arms	309.58
Midwest USA	69.21
Propper	41.80
	\$1,499.99

INSURANCE

Alfa Insurance	176.44
TOTAL INSURANCE	\$176.44

Dessie minor

REQUEST FOR FUNDS

(1) Organization's Name & Address: PINEBELT Community Services – Meals Program Telephone Number: 601-583-4943	Project Address: 101 North Main Street Hattiesburg, MS 39401	Request No. 2 Worked Performed: Food Purchases, Gas Cards (5) Amount Requested: \$1,091.69 1,087.71
(6) Project Period From: May 15, 2012 To: December 31, 2012	(7) Check Made Payable to: PINEBELT Community Services – Meals Program	Prepared By: Lucille Bass Date Prepared August 13, 2012

Lucille Bass
Signature of Authorized Officer Requesting Funds

August 13, 2012
Date

Mrs. Lucille Bass, Program Director
Type Name and Title of Authorized Office

[Signature]
Signature of City Official Approving Disbursement

8-14-12
Date

Type Name and Title of City Official

"I HEREBY CERTIFY THAT the costs included in this request are for services rendered and allowable costs/expenditures in accordance with approved contract agreement between the City of Hattiesburg and the certifying agency and that the amounts requested do not exceed the total funds obligated by the contract".

Revised 10/04

REQUEST FOR FUNDS SUPPORT SHEET

Recipient's Name: PINEBELT Community Services Meals Program
Contract Date: 05/15/2012

Request Number #2 Total Amount Requested ** ~~\$1,091.69~~
1,087.71

Funds requested are for Meals Program Costs and Expenses

1 Food	\$1,091.69 <u>1,087.71</u> <i>AB</i>
2) Gas Cards	\$
3)	\$
4)	\$
5)	\$
6)	\$
7)	\$

Total of Attached Documentation	\$1,091.69 <u>1,087.71</u> <i>AB</i>
Less Amount in Excess of Contract Award	\$
** Total Amount Requested for this Draw	\$1,091.69 <u>1,087.71</u>
TOTAL REQUESTED TO DATE	\$2,231.30 <u>2,227.32</u>

Period of Project(s) Start to Completion From: May, 2012 to December 31, 2012

Other: _____

Eve's House, Inc.
P.O. Box 721
Hattiesburg, MS 39403

Invoice

Bill To

CDBG Public Service Grant
City of Hattiesburg
Dept of Federal & State Programs
emailed to Ellard, Andrew acellard@hattiesburgmn.org

28 Please detach top portion and return with your payment.





"Breaking the Shackles of Poverty Through Services"

Breakthrough Community Services, Inc.

1313 Country Club Road

Hattiesburg, MS 39401

P 601-582-3475

F 601-582-0149

INVOICE

REIMBURSEMENT

BILL TO:

City of Hattiesburg

Department of Federal & State Programs

P. O. Box 1898, Hattiesburg, MS 39401

Phone: 601.545.4558

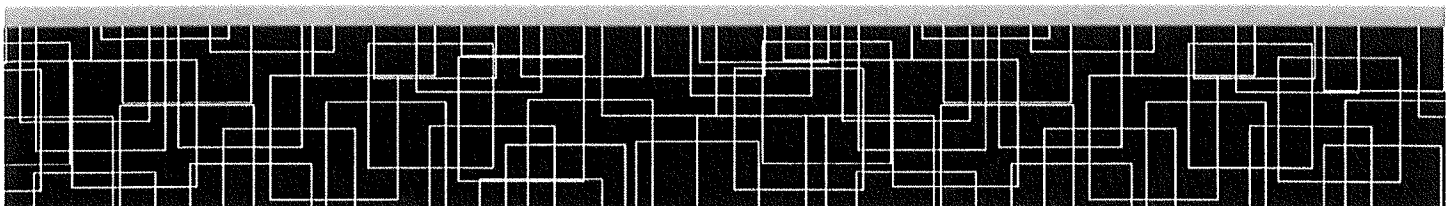
Project	Invoice	Billing Period
Public Service Grant – Utility Assistance Program	02	July 26, 2012 – August 13, 2012

Quantity	Description	Unit Price	Total
1	Reimbursement for Utility Assistance Program – Public Service Grant *Assisted 28 individuals who met HUD's limited clientele definition. These individuals were all below 30-50% of income guideline limits and (1) 62 or older and/or (2) disabled. Proof of income and disability is verified.	1	3,687.80
			\$ 3, 687.80

Make all checks payable to Breakthrough Community Services, Inc.

THANK YOU FOR YOUR BUSINESS!

AE



REQUEST FOR FUNDS

(1) Organization's Name & Address: Breakthrough Community Services, Inc. 1313 Country Club Road Hattiesburg, MS 39401 Telephone Number: <u>601-582-3475</u>	(2) Project Address: PUBLIC SERVICE GRANT Utility Assistance Program	(3) Request No. <u>2</u>
		(4) Work Performed: Utility Assistance
		(5) Amount Requested: \$ <u>3,687.80</u>
(6) Project Period From: <u>July 26, 2012</u> To: <u>August 13, 2012</u>	(7) Check Made Payable to: Breakthrough Community Services, Inc.	(8) Prepared By: <u>Dequandra Johnson</u> Date Prepared <u>8/14/12</u>

"I HEREBY CERTIFY THAT the costs included in this request are for services rendered and allowable costs/expenditures in accordance with approved contract agreement between the City of Hattiesburg and the certifying agency and that amounts requested do not exceed the total funds obligated by the contract.



Signature of Authorized Officer Requesting Funds

8-14-12

Date

Warren Carter, Deputy Administrator
Type Name and Title of Authorized Officer



Signature of City Official Approving Disbursement

8-14-12

Date

FRANKLYN TATE
Type Name and Title of City Official

REQUEST FOR FUNDS SUPPORT SHEET

Recipient's Name Breakthrough Community Services, Inc. Contract Date: _____

Request Number 2 Total Amount Requested ** \$ 3,687.80

Funds requested are for CHDO Operating Costs associated with activity(ies):

1) <u>Utility Assistance Program – Public Service Grant</u>	\$ <u>3,687.80</u>
2) _____	\$ _____
3) _____	\$ _____
4) _____	\$ _____
5) _____	\$ _____
6) _____	\$ _____
7) _____	\$ _____

Total of Attached Documentation \$ 3,687.80

Total Amount Requested for this Draw \$ 3,687.80

TOTAL REQUESTED TO DATE \$ 7,117.53

Period of Project(s) Start to Completion From _____ to _____

Other: _____



Breakthrough Community Services, Inc.

"Breaking the Shackles of Poverty through Services"

Utility Assistance Program

The following applicants listed below are eligible for the Utility Assistance Program. All individuals listed meet income & criteria eligibility (limited clientele) for the UAP Program.

Applicant	Utility Servicer	Amount
Melody Bourne Anderson 330 Cypress Avenue	MS Power	\$150.00
Lucille Bell *	MS Power	\$136.45
122 Helveston St.	Wilmut Gas	\$11.12
Rosetta Booth 2410 McInnis Loop #91	MS Power	\$150.00
Jennifer Bowens *	MS Power	\$100.49
718 Woodland Ct.		
Donna Brown *	MS Power	\$150.00
812 Arnold Street		
Mary Brown 541 Helveston Rd. #507	MS Power	\$150.00
Nellie Brown *	MS Power	\$147.88
2410 McInnis Loop #54		
Patricia Butler *	MS Power	\$90.14
3610 Campbell Dr. F35		
Mattie Ferguson *	MS Power	\$118.23
228 Fairway Drive.		
Frances Grayson 119 Tuscan Avenue	MS Power	\$150.00
Corine Haley 1021 Fairley Street	MS Power	\$150.00
Teolia Haley *	MS Power	\$150.00
125 East 7 th Street		
Anna Hilton 208 East 5 th St.	MS Power	\$150.00
Jeffrie Holliman 815 Arnold Street	MS Power	\$150.00
Linda Hossley 212 Martin L. King #4A	MS Power	\$46.95
Linda Houze *	MS Power	\$77.42
208 Gordon Street #D19		
Julia Johnson 212 Martin L. King Apt 5A	MS Power	\$127.85



Breakthrough Community Services, Inc.

"Breaking the Shackles of Poverty through Services"

Utility Assistance Program

Applicant	Utility Servicer	Amount
Elender Jones 134 Allen Street	Willmut Gas	\$30.71
Betty B. Jordan 78 Wisteria Dr. Apt 101	MS Power	\$150.00
Carolyn Longino *	MS Power	\$150.00
919 Spencer St.	Willmut Gas	\$22.03
Rennette McKnight 812 Arnold St. Apt 215	MS Power	\$92.53
Joyce Merritt 1300 Penton Street	MS Power	\$136.00
Tracey Morgan *	MS Power	\$150.00
713 Barnes Avenue		
Georgia Payne *	MS Power	\$150.00
3811 Eagle Drive #3		
Lisa Poole *	MS Power	\$150.00
210 Chestnut Avenue		
Dorothy Smith 34 Vickers Circle	MS Power	\$150.00
Catherine Temple 85 Jackson Wood Ct Apt D1	MS Power	\$150.00
Louise Williams 901 North 34 th Avenue	MS Power	\$150.00

TOTAL: \$3,687.80

***Proof of payment, via checks, attached. Please note some checks were disbursed prior to copies being made (see asterisk). Receipts*



City of Hattiesburg, MS

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

Master

File Number: 2012-1047

File ID: 2012-1047

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 08/14/2012

Brief Title: HOME Manual Checks

Final Action:

Minute Book Number: MB 2012-1/292

Title:

Approve and authorize issuance of manual checks for HOME Program Claims per attached memorandum. {Entitlement}

Notes:

Sponsors:

Enactment Date:

Attachments: MEMORANDUM-Manual Checks-HOME, HOME Supporting Docs

Enactment Number:

Contact:

Meeting Date: 08/21/2012

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/21/2012					

Text of Legislative File 2012-1047

Title

Approve and authorize issuance of manual checks for HOME Program Claims per attached memorandum. {Entitlement}

Summary

HOME Manual Checks

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: Franklyn L. Tate, Director
Department of Federal & State Programs

SUBJECT: Authorize issuance of manual checks for HOME Program claims

DATE: August 14, 2012

The following request for payment is being submitted for approval during the City Council's August 21, 2012 meeting. Please authorize and approve issuance of a manual check for the claims listed below:

Recipient: **Ovell Travis**
Activity: Rehabilitation
Program: HOME
Project Site: 209 Bowling Ave.
Amount Requested: **\$650.00**
Purpose of Request: Temporary Relocation – 8/11/2012 – 9/10/2012
Work Provided by: n/a

Recipient: **Sandra McDuffie**
Activity: Rehabilitation
Program: HOME
Project Site: 1 Alder Lane
Amount Requested: **\$650.00**
Purpose of Request: Temporary Relocation – 8/18/2012 – 9/17/2012
Work Provided by: n/a

Recipient: **Earnestine McGee**
Activity: Rehabilitation
Program: HOME
Project Site: 310 N 21st Avenue
Amount Requested: **\$650.00**
Purpose of Request: Temporary Relocation – 8/20/2012 – 9/19/2012
Work Provided by: n/a

Recipient: **Bonner Analytical**
Activity: Rehabilitation
Program: HOME
Project Site: 309 N 21st Avenue
Amount Requested: **\$118.75**
Purpose of Request: Asbestos Tests
Work Provided by: Bonner Analytical

Recipient: J & J Construction
Activity: Reconstruction
Program: HOME
Project Site: 543 Miller Street
Amount Requested: \$1,777.68
Purpose of Request: Change Order #1
Work Provided by: J & J Construction

Recipient: Smith's Remodeling
Activity: Rehabilitation
Program: HOME
Project Site: 1 Alder Lane
Amount Requested: \$5,000.00
Purpose of Request: Draw # 1
Work Provided by: Smith's Remodeling

Recipient: Smith's Remodeling
Activity: Rehabilitation
Program: HOME
Project Site: 2828 Edwards St.
Amount Requested: \$31,367.00
Purpose of Request: Draw # 3
Work Provided by: Smith's Remodeling

Recipient: Smith's Remodeling
Activity: Rehabilitation
Program: HOME
Project Site: 2828 Edwards St.
Amount Requested: \$8,800.00
Purpose of Request: Change Order #1
Work Provided by: Smith's Remodeling

Recipient: Breakthrough Community Services
Activity: Rehabilitation
Program: HOME
Project Site: 209 Bowling St.
Amount Requested: \$4,856.81
Purpose of Request: Draw # 2
Work Provided by: J & J Construction

BONNER ANALYTICAL

2703 Oak Grove Rd.
Hattiesburg, MS 39402

Invoice

Customer No.: HATT

Invoice No.: 50286

Bill To: **CITY OF HATTIESBURG**
ACCOUNTING DEPT
P O BOX 1898
HATTIESBURG, MS 39403-1898

Ship To: **CITY OF HATTIESBURG**
ATTN: RANDY JORDAN
P O BOX 1898
HATTIESBURG, MS 39403-1898

Date		Ship Via		F.O.B.		Terms	
07/27/12				Origin			
Purchase Order Number			Order Date	Sales Person			Our Order Number
			07/27/12				
Quantity			Item Number	Description	Unit Price	Amount	
Required	Shipped	B.O.					

309 N. 21ST AVENUE
KITCHEN FLOOR TILE,
DEN FLOOR CARPET OVER TILE,
ROOF SHINGLE FRONT OF BLDG.
SAMPLES RECEIVED 07-23-12
Rush charge @ 1.25X

3	3	50	ASBESTOS ANALYSIS @ \$15 PER INITIAL LAYER	18.75	56.25
5	5	51	ASBESTOS ANALYSIS @ \$10 PER SUBSEQUENT LAYER	12.50	62.50

Invoice subtotal 118.75

Invoice total 118.75

RJ
AE

Thank You

J&J Construction

Date

Invoice #

24 Ben Smith Rd

8/6/12

200

Purvis Ms 39475

Bill To: City Of Hattiesburg

543 Miller St

Labor cost for cleaning approximately 75 linear feet of fence row

600.00

Labor and material cost for forming, pouring, and broom finishing driveway

1,177.00

Total: 1,777.68

Two handwritten signatures in black ink. The top signature is a stylized 'RJ' and the bottom signature is 'ABE'.

SMITH'S REMODELING

OWNER: JOHNNIE L. SMITH

Phone #(601)408-3588

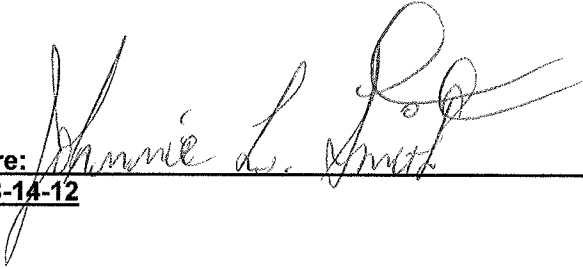
**Address: 28 Pine Street
Hattiesburg, MS 39402**

**Job Performed For:
The City of Hattiesburg/Sandra McDuffie
1 Alder Lane
Hattiesburg, MS 39401**

**Request: 1st draw for work done according to work write-up.
For scraping of loose paint on the home exterior, and for
The rough-in re-wire of the home.**

\$5,000.00

**Signature: _____
Date: 8-14-12**



SMITH'S REMODELING

OWNER: JOHNNIE L. SMITH

Phone #(601)408-3588

**Address: 28 Pine Street
Hattiesburg, MS 39402**

**Job Performed For:
The City of Hattiesburg/Luguana Thomas
2828 Edward Street
Hattiesburg, MS 39401**

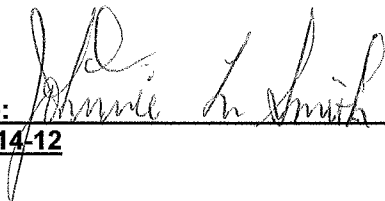
Request: 3rd and final draw for work done according to work write-up.

\$31,367.00

Signature:

Date: 8-14-12

Handwritten initials "RA" inside a circle, with "AB" written below it.

Handwritten signature of Johnnie L. Smith over a horizontal line.

SMITH'S REMODELING

OWNER: JOHNNIE L. SMITH

Phone #(601)408-3588

Change Order

Address: 28 Pine Street
Hattiesburg, MS 39402

Job Performed For:
The City of Hattiesburg/Lajuana Thomas
2828 Edward Street
Hattiesburg, MS 39401

Request:	Change order request for additional work done	
	Rewire of home due to old wiring	\$6,500.00
	Repair of stucco walls due to holes from old electrical	\$1,200.00
	Each room has about 4-6 holes that have to be Filled in, stuccoed and smoothed out.	
	Repair of rotted subflooring in utility room and kitchen	\$650.00
	And re-working of plumbing	\$450.00
	Replacement of bathroom vanity cabinet not in write-up 60" long.	
	Total change request amount	<u>\$8,800.00</u>



AB

Signature: Johnnie L. Smith
Date: 8-14-12



"Breaking the Shackles of Poverty Through Services"

Breakthrough Community Services, Inc.

1313 Country Club Road

Hattiesburg, MS 39401

P 601-582-3475

F 601-582-0149

INVOICE

REIMBURSEMENT

BILL TO:

City of Hattiesburg

Department of Federal & State Programs

P. O. Box 1898, Hattiesburg, MS 39401

Phone: 601.545.4558

Project	Contractor	Property Address	Invoice	Date
Rehab	J & J Construction	209 Bowling Street	02	August 13, 2012

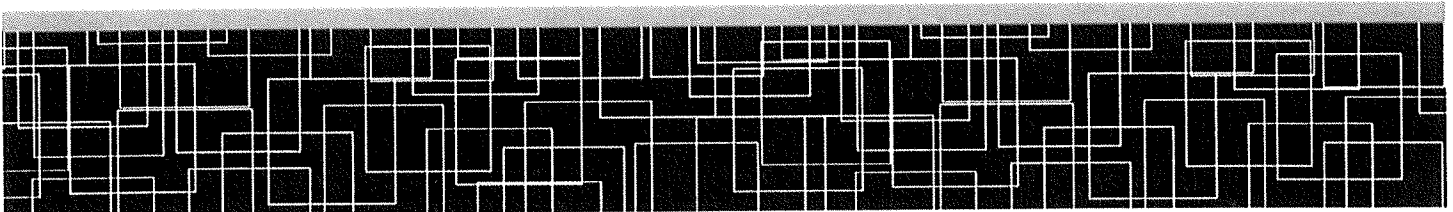
Quantity	Description	Unit Price	Total
1	Draw Request #2 – see attached detailed work write up descriptions and payment receipts.		
1	Flooring Cost 7/17/2012	\$3,000	\$3,000
1	Labor Cost 7/27/2012	\$750.00	\$750.00
1	Materials 8/13/2012	\$1,110.96	\$1,110.96
			\$4,860.96

only 1106.81 documented
AE

\$4,856.81 AE
RA

Make all checks payable to Breakthrough Community Services, Inc.

THANK YOU FOR YOUR BUSINESS!



STATEMENT

DATE 8/13/2012

DATE _____

1313 Country Club Road

Hattiesburg, MS 39401

TERMS

IN ACCOUNT WITH

COUNT WITH
RE: 209 Bowling Street - Rehab

Henry Armstrong



City of Hattiesburg, MS

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

Master

File Number: 2012-1058

File ID: 2012-1058

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 08/15/2012

Brief Title: Approve Claims Docket for 8/17/12

Final Action:

Minute Book Number: MB 2012-1/292

Title:

Approve Claims Docket for a period ending 8/17/12.

Notes:

Sponsors:

Enactment Date:

Attachments: Claims Docket8-21-12, ADDENDUM 8.20.12

Enactment Number:

Contact:

Meeting Date: 08/21/2012

Drafter: Marilyn Schwandt

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/21/2012					

Text of Legislative File 2012-1058

Title

Approve Claims Docket for a period ending 8/17/12.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Page - 1
Date - 08/16/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
GENERAL FUND							
00001 A 1 FIRE EQUIPMENT	1372	00125313	11007638	FIRE SAFETY APPAREL	08/17/12	225185	1,315.00-
A 1 FIRE EQUIPMENT Sum							1,315.00-
00001 AAMCO TRANS/AUTOMOTIVE S	124192	00126250	11007574	A/C REPR U#17316 POLICE	08/17/12	225186	590.00-
00001 AAMCO TRANS/AUTOMOTIVE S	124474	00126250	11007575	TRANS REPR U#16644 POLICE	08/17/12	225186	1,300.00-
00001 AAMCO TRANS/AUTOMOTIVE S	124440	00125665	11007757	REPRS U#16237 STREET	08/17/12	225186	765.00-
AAMCO TRANS/AUTOMOTIVE S Sum							2,655.00-
00001 ADVANCE AUTO PARTS	560421937990	00125572	11007745	REPR PTS POLICE/ANIMAL CNTRL	08/17/12	225187	712.73-
ADVANCE AUTO PARTS Sum							712.73-
00001 AGRI-AFC LLC	1029520-100	00125328	11007554	REPR PTS U#7526 HEALTH	08/17/12	225188	742.75-
00001 AGRI-AFC LLC	1030415	00126491	11007881	ANT POISON CEMETERY	08/17/12	225188	390.00-
AGRI-AFC LLC Sum							1,132.75-
00001 AIRDESIGNS SIGN & GRAFFI	7169	00125760	11007505	LETTERING U#18603 TRAFFIC	08/17/12	225189	90.00-
AIRDESIGNS SIGN & GRAFFI Sum							90.00-
00001 AIRGAS SOUTH	1175335	00125480	11007653	CYLINDER STORAGE RACK	08/17/12	225190	787.00-
AIRGAS SOUTH Sum							787.00-
00001 AIRGAS USA LLC (NORDAN S	1171590	00126312	11007635	CYL RENT 7/12 VARI DEPTS	08/17/12	225191	506.25-
AIRGAS USA LLC (NORDAN S Sum							506.25-
00001 ALLBRITTON CHAIN SAW & L	20978	00125410	11007449	AUGER REPR TRAFFIC DEPT	08/17/12	225193	103.07-
00001 ALLBRITTON CHAIN SAW & L	21817	00126333	11007700	WEEDEATER SUPP STREET DEPT	08/17/12	225193	87.96-
00001 ALLBRITTON CHAIN SAW & L	20422	00124812	11007755	WEEDEATER SUPP HEALTH DEPT	08/17/12	225193	247.80-
00001 ALLBRITTON CHAIN SAW & L	21893	00126243	11007756	MOWER BLADES STREET STOCK	08/17/12	225193	278.37-
00001 ALLBRITTON CHAIN SAW & L	21926	00126459	11007870	NON PADDED STRAPS-STREET	08/17/12	225193	35.70-
ALLBRITTON CHAIN SAW & L Sum							752.90-
00001 ANDERSON RETAIL INC	83317	00125003	11007529	CARPET REPR MPO MAINT OFFICES	08/17/12	225195	2,454.19-
00001 ANDERSON RETAIL INC	83102	00124719	11007592	AWNING-MEDICAL BLDG REPAIR	08/17/12	225195	1,966.66-
ANDERSON RETAIL INC Sum							4,420.85-
00001 APPLIED CONCEPTS INC	223415	00126317	11007631	RADAR REPR PT POLICE DEPT	08/17/12	225197	283.00-
APPLIED CONCEPTS INC							

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING AUGUST 17, 2012

Page 2
Date - 08/16/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum							283.00-
00001 ARNOLD LINE WATER ASSN I	2145	7/26/12	00201211	11007522 SERV 6/25-7/26/12 #8 FIRE STA	08/17/12	225200	23.00-
ARNOLD LINE WATER ASSN I							23.00-
Sum							23.00-
00001 AT WORK UNIFORMS	369315		00125071	11007624 DRESS CAP-LANE-POLICE	08/17/12	225201	60.00-
AT WORK UNIFORMS							60.00-
Sum							60.00-
00001 AT&T	601M23905500		00201211	11007730 AUTO LOC MAINT 7/28-8/27 POL	08/17/12	225202	202.00-
AT&T							202.00-
Sum							202.00-
00001 AT&T MOBILITY	990870805X05		00126147	11007407 AIR CARD 3/28-4/27 DUPREE	08/17/12	225203	42.18-
AT&T MOBILITY							42.18-
Sum							42.18-
00001 AUTO ARMATURE SERVICE IN	5241		00126125	11007420 BATTERY U#17564 POLICE	08/17/12	225205	95.95-
00001 AUTO ARMATURE SERVICE IN	5242		00126125	11007421 BATTERY U#16647 POLICE	08/17/12	225205	119.95-
00001 AUTO ARMATURE SERVICE IN	5243		00126125	11007422 BATTERY U#15148 POLICE	08/17/12	225205	119.95-
00001 AUTO ARMATURE SERVICE IN	5244		00126125	11007423 BATTERY U#17571 POLICE	08/17/12	225205	158.95-
00001 AUTO ARMATURE SERVICE IN	5245		00126124	11007492 BATTERY U#17318 POLICE	08/17/12	225205	119.95-
00001 AUTO ARMATURE SERVICE IN	5246		00126124	11007493 BATTERY POLICE STOCK	08/17/12	225205	110.95-
00001 AUTO ARMATURE SERVICE IN	5248		00126124	11007494 BATTERY U#14142 PLANT	08/17/12	225205	119.95-
00001 AUTO ARMATURE SERVICE IN	5077		00126113	11007506 BATTERY U#14497 TRAFFIC	08/17/12	225205	95.95-
00001 AUTO ARMATURE SERVICE IN	4944		00126241	11007542 BATTERY ENGR UNIT	08/17/12	225205	101.95-
00001 AUTO ARMATURE SERVICE IN	4790		00126439	11007746 BATTERY U#11808 POLICE	08/17/12	225205	332.85-
00001 AUTO ARMATURE SERVICE IN	4791		00126439	11007747 STARTER U#15931 ENGR	08/17/12	225205	109.95-
00001 AUTO ARMATURE SERVICE IN	4792		00126439	11007748 BATTERY U#17503 ENGR	08/17/12	225205	101.95-
00001 AUTO ARMATURE SERVICE IN	4953		00126247	11007875 BATTERY U#15892 SANIT	08/17/12	225205	359.85-
AUTO ARMATURE SERVICE IN							1,948.15-
Sum							1,948.15-
00001 AUTO TRIM	5769		00126155	11007425 K-9 GRAPHICS U#16415 POLICE	08/17/12	225206	185.00-
AUTO TRIM							185.00-
Sum							185.00-
00001 AUTOMOTIVE GLASS SPECIAL	I138738		00125701	11007533 WINDOW REG REPR '04 IMPALA	08/17/12	225207	293.00-
00001 AUTOMOTIVE GLASS SPECIAL	I138739		00125701	11007534 WINDOW REG REPR 2000 SUBURBAN	08/17/12	225207	487.00-
00001 AUTOMOTIVE GLASS SPECIAL	I138927		00126102	11007535 DOOR GLASS REPR U#17571 POL	08/17/12	225207	236.26-
AUTOMOTIVE GLASS SPECIAL							1,016.26-
Sum							1,016.26-
00001 BANCORPSOUTH EQUIPMENT F	002-0070193-		02012604	11007401 GARBAGE TRUCK LEASE DUE 8/15	08/01/12	16734	34,542.83-
BANCORPSOUTH EQUIPMENT F							34,542.83-
Sum							34,542.83-
00001 BARNETT CONCRETE WORK LL	1002		00125943	11007504 ASBESTOS REMOVAL 1000 WHITNEY	08/17/12	225209	718.20-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING AUGUST 17, 2012

Page 3
Date - 08/16/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
BARNETT CONCRETE WORK LL Sum							718.20-
00001 BATES, KEVIN	TRAV ADVANCE	00126096	11007442	TRAV ADV-PLAN REVIEW-NASHVILLE	08/17/12	225210	876.00-
BATES, KEVIN Sum							876.00-
00001 BEAU RIVAGE	311367646 BE	00126327	11007666	BERNARDO MML CONF 6/24-28	08/17/12	225212	616.00-
00001 BEAU RIVAGE	311367646 NA	00126327	11007667	NAYLOR MML CONF 6/24-28	08/17/12	225212	616.00-
00001 BEAU RIVAGE	311367646 BR	00126327	11007668	BRADLEY MML CONF 6/24-26	08/17/12	225212	462.00-
00001 BEAU RIVAGE	311367646 HU	00126327	11007669	HUGHES MML CONF 6/25-28	08/17/12	225212	462.00-
00001 BEAU RIVAGE	311367646 LA	00126327	11007670	LAWRENCE MML CONF 6/24-28	08/17/12	225212	616.00-
00001 BEAU RIVAGE	311367646 MY	00126327	11007671	MYERS MML CONF 6/24-28	08/17/12	225212	616.00-
00001 BEAU RIVAGE	311367646 EV	00126327	11007672	EVERETT MML CONF 6/25-28	08/17/12	225212	462.00-
00001 BEAU RIVAGE	311367646 SC	00126327	11007673	SCHWANDT MML CONF 6/24-28	08/17/12	225212	616.00-
00001 BEAU RIVAGE	311367646 TA	00126327	11007674	TATE MML CONF 6/25-26	08/17/12	225212	308.00-
00001 BEAU RIVAGE	311367646 WE	00126327	11007675	WEBSTER MML CONF 6/25-28	08/17/12	225212	462.00-
00001 BEAU RIVAGE	311367646 KU	00126327	11007676	KUYRKENDALL MML CONF 6/25-28	08/17/12	225212	462.00-
BEAU RIVAGE Sum							5,698.00-
00001 BENNETT'S LOCK & KEY SHO	61605	00124527	11007562	LOCKS/KEYS 6/12 POLICE	08/17/12	225214	8.85-
00001 BENNETT'S LOCK & KEY SHO	61641	00125225	11007563	LOCKS/KEYS 7/12 POLICE	08/17/12	225214	67.75-
00001 BENNETT'S LOCK & KEY SHO	61653	00125225	11007564	LOCKS/KEYS 7/12 POLICE	08/17/12	225214	35.50-
BENNETT'S LOCK & KEY SHO Sum							112.10-
00001 BEST BUY FOR GOVERNMENT	966330	00126339	11007738	SMARTPEN/PAPER MPO MEETINGS	08/17/12	225215	149.40-
BEST BUY FOR GOVERNMENT Sum							149.40-
00001 BIG STAR #519	PO#125941 8/	00125941	11007565	HAMBURGER PATTIES/WEINERS-NNO	08/17/12	225217	275.00-
BIG STAR #519 Sum							275.00-
00001 BLOSSMAN GAS INC	87231	00126174	11007451	PROPANE U#1302 STREET	08/17/12	225218	75.00-
BLOSSMAN GAS INC Sum							75.00-
00001 BODY TECH INC	4400	00126234	11007787	REPRS U#15778 POLICE	08/17/12	225219	489.00-
00001 BODY TECH INC	4400(B)	00126260	11007788	REPRS U#15778 POLICE	08/17/12	225219	147.99-
BODY TECH INC Sum							636.99-
00001 BOURNE BROTHERS PRINTING	44854	00125961	11007482	NATL NIGHT OUT KICKOFF BANNER	08/17/12	225222	42.00-
BOURNE BROTHERS PRINTING Sum							42.00-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING AUGUST 17, 2012

Page 4
Date - 08/16/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 BRACKMAN MOWER WAREHOUSE	IN0113138	00126038	11007466	MOWER REPR PTS HILND CEMETERY	08/17/12	225223	118.10-
00001 BRACKMAN MOWER WAREHOUSE	0113160	00126060	11007467	MOWER REPR PTS HILND CEMETERY	08/17/12	225223	198.00-
00001 BRACKMAN MOWER WAREHOUSE	8391001	00126194	11007555	BLOWER REPR AIRPORT MAINT	08/17/12	225223	68.48-
BRACKMAN MOWER WAREHOUSE Sum							384.58-
00001 BREWTON, JOEL	TRAVEL REIMB	00126286	11007579	EXPNS-ROPE RESCUE CLASS-JKSN	08/17/12	225224	45.43-
BREWTON, JOEL Sum							45.43-
00001 BRIDGE & WATSON INC	REDISTRICITN	00126524	11007781	SERVS REDISTRICTING PROJECT	08/17/12	225225	24,520.73-
BRIDGE & WATSON INC Sum							24,520.73-
00001 C D W GOVERNMENT	N415390	00125934	11007485	DATA PROCESSING EQUIP INFO T	08/17/12	225230	2,093.00-
C D W GOVERNMENT Sum							2,093.00-
00001 CAMPER CITY OF HATTIESBU	24745	00126228	11007595	HBRG STICKERS U#18602 FORSTRY	08/17/12	225231	65.00-
CAMPER CITY OF HATTIESBU Sum							65.00-
00001 CARQUEST AUTO PARTS-WEST	2491-116168	00126104	11007464	MOWER REPR PTS CEMETERY	08/17/12	225232	59.91-
00001 CARQUEST AUTO PARTS-WEST	2491-116299	00126178	11007556	FREON CYLINDER CEM/FORESTRY	08/17/12	225232	115.00-
CARQUEST AUTO PARTS-WEST Sum							174.91-
00001 CARROT TOP INDUSTRIES IN	CI1235258	00126152	11007537	FLAGS-FIRE DEPT	08/17/12	225233	280.54-
CARROT TOP INDUSTRIES IN Sum							280.54-
00001 CERTIFIED LABORATORIES	803389	00125986	11007460	FUEL ADDITIVES	08/17/12	225235	4,542.30-
00001 CERTIFIED LABORATORIES	816212	00126381	11007877	CHEMICALS-HEALTH	08/17/12	225235	4,600.75-
CERTIFIED LABORATORIES Sum							9,143.05-
00001 CHAIN ELECTRIC COMPANY	20361	00125435	11007516	ANNUAL CITY WIDE GENERATOR MN	08/17/12	225236	55,956.00-
CHAIN ELECTRIC COMPANY Sum							55,956.00-
00001 CHEMSEARCH	805811	00125974	11007498	AIR FRESHNER P/F ACADEMY	08/17/12	225237	94.83-
CHEMSEARCH Sum							94.83-
00001 CHUNKY RIVER HARLEY DAVI	198231	00126240	11007632	10K SERV/CHECK MTRCYCLE UNIT	08/17/12	225239	430.60-
CHUNKY RIVER HARLEY DAVI							

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING AUGUST 17, 2012

Page 5
Date - 08/16/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum							430.60-
00001 CITY OF HATTIESBURG FUND	08/08/12	02012611	11007602	TRF 1ST 8/12 PAYROLL	08/08/12	16800	810,351.33-
CITY OF HATTIESBURG FUND							810,351.33-
Sum							810,351.33-
00001 CLARION LEDGER (ADVERTIS	C19347 38801	00126320	11007611	PROOFS PUBLICATION 6-7/12	08/17/12	225241	361.16-
CLARION LEDGER (ADVERTIS							361.16-
Sum							361.16-
00001 CLEMTS HARDWARE	103232	00125676	11007499	STAPLE GUNS/STAPLES P/F ACDMY	08/17/12	225242	122.98-
00001 CLEMTS HARDWARE	103472	00126345	11007726	GARDEN HOSES CEMETERY	08/17/12	225242	58.65-
CLEMTS HARDWARE							181.63-
Sum							181.63-
00001 COMCAST CABLEVISION OF H	095776168240	00126229	11007528	INTERNET 8/12 #1 FIRE STA	08/17/12	225244	55.95-
00001 COMCAST CABLEVISION OF H	095777340100	00126283	11007594	SERVICES AIRPORT MAINT	08/17/12	225244	92.13-
00001 COMCAST CABLEVISION OF H	095776410200	00126296	11007639	BRDBAND 8/15-9/14 #7 FIRE STA	08/17/12	225244	45.95-
00001 COMCAST CABLEVISION OF H	095777340100	00126569	11007880	INTERNET 8/12 AIRPORT MAINT	08/17/12	225244	72.54-
COMCAST CABLEVISION OF H							266.57-
Sum							266.57-
00001 COMSOUTH	165945	00125324	11007438	RADIO REPR FIRE DEPT	08/17/12	225247	80.00-
00001 COMSOUTH	165946	00125324	11007439	RADIO REPR FIRE DEPT	08/17/12	225247	86.25-
00001 COMSOUTH	165948	00125700	11007440	RADIO REPR U#15710 FIRE DEPT	08/17/12	225247	89.25-
00001 COMSOUTH	166274	00126263	11007629	CONNECT RADIO DISPATCH DEPT	08/17/12	225247	500.00-
00001 COMSOUTH	165228	00126107	11007640	RADIO REPR FIRE DEPT	08/17/12	225247	162.00-
00001 COMSOUTH	165947	00126107	11007641	RADIO REPR FIRE DEPT	08/17/12	225247	115.10-
00001 COMSOUTH	166322	00126168	11007694	RADIO BATTERY-KENNEDY-POLICE	08/17/12	225247	99.00-
00001 COMSOUTH	166399	00126168	11007695	RADIO BATTERY-HOLLIMAN-POLICE	08/17/12	225247	84.00-
COMSOUTH							1,215.60-
Sum							1,215.60-
00001 COUNTRY CREEK RV CENTER	104502	00125723	11007427	WIRING CABLE HAZMAT TRAILERS	08/17/12	225250	111.88-
COUNTRY CREEK RV CENTER							111.88-
Sum							111.88-
00001 COUNTRY FORD	8/2/12 1FTBF	00126094	11007475	#18608 - 2012 FOOD F250	08/02/12	16797	19,401.04-
COUNTRY FORD							19,401.04-
Sum							19,401.04-
00001 COURT PROGRAMS INC	17	00126349	11007606	TRACKER PAL PROG 4/12 COURT	08/17/12	225251	1,920.00-
00001 COURT PROGRAMS INC	18	00126349	11007607	TRACKER PAL PROG 5/12 COURT	08/17/12	225251	1,300.00-
00001 COURT PROGRAMS INC	19	00126349	11007608	TRACKER PAL PROG 6/12 COURT	08/17/12	225251	2,964.00-
00001 COURT PROGRAMS INC	20	00126349	11007609	TRACKER PAL PROG 7/12 COURT	08/17/12	225251	1,395.00-
COURT PROGRAMS INC							7,579.00-
Sum							7,579.00-
00001 COURTESY MOTORS INC	385393	00126090	11007428	FUEL ADDITIVE U#17838 FIRE	08/17/12	225252	51.12-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING AUGUST 17, 2012

Page 6
Date - 08/16/12

Vendor				Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001	COURTESY	MOTORS	INC	169086	00125589	11007616	BATTERY RPLCMNT-TATE-U#17527	08/17/12	225252	109.95-
00001	COURTESY	MOTORS	INC	384461	00125575	11007628	REPR PTS U#15782 POLICE	08/17/12	225252	226.05-
00001	COURTESY	MOTORS	INC	169793	00126112	11007698	OIL CHANGE U#17838 FIRE DEPT	08/17/12	225252	112.95-
00001	COURTESY	MOTORS	INC	385337	00126090	11007711	FUEL ADDITIVES U#17838 FIRE	08/17/12	225252	51.12-
00001	COURTESY	MOTORS	INC	385632	00126090	11007712	CREDIT RETURN	08/17/12	225252	51.12
00001	COURTESY	MOTORS	INC	385326	00126081	11007713	FILTERS U#17838 FIRE DEPT	08/17/12	225252	103.90-
00001	COURTESY	MOTORS	INC	385631	00126081	11007714	CREDIT RETURN	08/17/12	225252	103.90
COURTESY MOTORS INC Sum										500.07-
00001	COWBOY	MALONEY'S	ELECTRI	TL32180	00126111	11007532	WASHING MACHINE POLICE MAINT	08/17/12	225254	299.99-
COWBOY MALONEY'S ELECTRI Sum										299.99-
00001	CRAFT, BRADLEY J (REFUND	MUNICIPAL CO	02012617	11007772	MUNICIPAL COURT REFUND			08/17/12	225255	1,051.50-
CRAFT, BRADLEY J (REFUND Sum										1,051.50-
00001	D L T SOLUTIONS	INC	SI195316	00125202	11007760	SOFTWARE UPGRADE ENGR		08/17/12	225259	7,565.78-
D L T SOLUTIONS INC Sum										7,565.78-
00001	DELTACOM	1058	11038783 303	00126173	11007411	LABOR CHG INSTALL PHONE SYS		08/17/12	225261	300.00-
DELTACOM 1058 Sum										300.00-
00001	DEVINEY EQUIPMENT	IV95800 CHG	00124190	11007662	REPR PTS U#16076 STREET			08/17/12	225262	4,871.57-
00001	DEVINEY EQUIPMENT	IV95800 CR	00124190	11007663	CREDIT			08/17/12	225262	4,940.45
DEVINEY EQUIPMENT Sum										68.88
00001	DICK'S	SPORTING GOODS	30361	00125930	11007697	PADDLES-RESCUE BOAT-FIRE DEPT		08/17/12	225263	143.92-
DICK'S SPORTING GOODS Sum										143.92-
00001	DUNAGIN	PEST CONTROL(PRE	8533597	00126328	11007654	SENTRICON SERV AIRPORT		08/17/12	225268	59.75-
00001	DUNAGIN	PEST CONTROL(PRE	8533116	00126477	11007750	SENTRICON SERV P/F ACADEMY		08/17/12	225268	93.75-
00001	DUNAGIN	PEST CONTROL(PRE	8533091	00126508	11007779	SENTRICON 7/12-9/12 CITY HALL		08/17/12	225268	86.25-
00001	DUNAGIN	PEST CONTROL(PRE	8533115	00020124	11007831	SRV QTR 7-9/12 POLICE		08/17/12	225268	135.00-
00001	DUNAGIN	PEST CONTROL(PRE	8533449	00020124	11007832	SRV QTR 7-9/12 SUBSTATION		08/17/12	225268	56.70-
00001	DUNAGIN	PEST CONTROL(PRE	8533099	00020124	11007833	SRV QTR 7-9/12 #1 FIRE STA		08/17/12	225268	54.00-
00001	DUNAGIN	PEST CONTROL(PRE	8533100	00020124	11007834	SRV QTR 7-9/12 #2 FIRE STA		08/17/12	225268	54.00-
00001	DUNAGIN	PEST CONTROL(PRE	8533101	00020124	11007835	SRV QTR 7-9/12 #3 FIRE STA		08/17/12	225268	54.00-
00001	DUNAGIN	PEST CONTROL(PRE	8533108	00020124	11007836	SRV QTR 7-9/12 #4 FIRE STA		08/17/12	225268	54.00-
00001	DUNAGIN	PEST CONTROL(PRE	8533103	00020124	11007837	SRV QTR 7-9/12 #5 FIRE STA		08/17/12	225268	54.00-
00001	DUNAGIN	PEST CONTROL(PRE	8533104	00020124	11007838	SRV QTR 7-9/12 #6 FIRE STA		08/17/12	225268	54.00-
00001	DUNAGIN	PEST CONTROL(PRE	8533105	00020124	11007839	SRV QTR 7-9/12 #7 FIRE STA		08/17/12	225268	54.00-
00001	DUNAGIN	PEST CONTROL(PRE	8533106	00020124	11007840	SRV QTR 7-9/12 #8 FIRE STA		08/17/12	225268	54.00-
00001	DUNAGIN	PEST CONTROL(PRE	8533114	00020124	11007841	SRV QTR 7-9/12 POL RANGE		08/17/12	225268	54.00-
00001	DUNAGIN	PEST CONTROL(PRE	8533117	00020124	11007842	SRV QTR 7-9/12 ACADEMY		08/17/12	225268	60.00-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING AUGUST 17, 2012

Page 7
Date - 08/16/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 DUNAGIN PEST CONTROL (PRE	8533450	00020124	11007843	SRV QTR 7-9/12 PAVILN-LKVW	08/17/12	225268	56.70-
00001 DUNAGIN PEST CONTROL (PRE	8533092	00020124	11007844	SRV QTR 7-9/12 CITY HALL	08/17/12	225268	75.00-
00001 DUNAGIN PEST CONTROL (PRE	8533125	00020124	11007845	SRV QTR 7-9/12 TRAFFIC	08/17/12	225268	54.00-
00001 DUNAGIN PEST CONTROL (PRE	8533098	00020124	11007846	SRV QTR 7-9/12 ENGR	08/17/12	225268	60.00-
00001 DUNAGIN PEST CONTROL (PRE	8533090	00020124	11007847	SRV QTR 7-9/12 CITY BARN	08/17/12	225268	285.00-
00001 DUNAGIN PEST CONTROL (PRE	8533084	00020124	11007848	SRV QTR 7-9/12 AIRPORT	08/17/12	225268	54.00-
00001 DUNAGIN PEST CONTROL (PRE	8533082	00020124	11007849	SRV QTR 7-9/12 AIRPT MAINT	08/17/12	225268	54.00-
00001 DUNAGIN PEST CONTROL (PRE	8533407	00020124	11007850	SRV QTR 7-9/12 HANGER #3	08/17/12	225268	54.00-
00001 DUNAGIN PEST CONTROL (PRE	8533096	00020124	11007851	SRV QTR 7-9/12 TRAIN DEPOT	08/17/12	225268	45.00-
00001 DUNAGIN PEST CONTROL (PRE	8533109	00020124	11007852	SRV QTR 7-9/12 HILND CEM	08/17/12	225268	45.00-
00001 DUNAGIN PEST CONTROL (PRE	8533121	00020124	11007853	SRV QTR 7-9/12 S HILL CEM	08/17/12	225268	45.00-
DUNAGIN PEST CONTROL (PRE Sum							1,805.15-
00001 ECO-SYSTEMS INC	0120583	00126481	11007761	DESIGN SERV MINERAL CRK BANK	08/17/12	225271	17,000.00-
ECO-SYSTEMS INC Sum							17,000.00-
00001 ECONOMY SUPPLY CO	175136	00126082	11007543	BLDG SUPP PUB WORKS OFFICE	08/17/12	225272	52.75-
00001 ECONOMY SUPPLY CO	175368	00126137	11007584	WATER COOLERS PUBLIC WORKS	08/17/12	225272	128.30-
00001 ECONOMY SUPPLY CO	176027	00126488	11007733	LIQUID NAIL PURCH DEPT	08/17/12	225272	4.50-
00001 ECONOMY SUPPLY CO	175674	00126297	11007744	DOOR-4TH ST SUB-STA	08/17/12	225272	78.90-
ECONOMY SUPPLY CO Sum							264.45-
00001 EDKO LLC	324432	00126204	11007517	HERBICIDE APPL AIRPT RUNWAY	08/17/12	225273	1,500.00-
00001 EDKO LLC	324433	00126204	11007518	HERBICIDE APPL FENCE/LIGHTS	08/17/12	225273	1,456.48-
EDKO LLC Sum							2,956.48-
00001 EMERGENCY EQUIPMENT PROF	403969	00125644	11007430	HELMET FACESHIELDS FIRE DEPT	08/17/12	225277	193.65-
00001 EMERGENCY EQUIPMENT PROF	404010	00125839	11007431	HELMET BADGE FIRE DEPT	08/17/12	225277	32.06-
00001 EMERGENCY EQUIPMENT PROF	404043	00126054	11007435	REPR PTS U#13933 FIRE DEPT	08/17/12	225277	250.22-
00001 EMERGENCY EQUIPMENT PROF	403964	00126156	11007437	REPRS U#13932 FIRE DEPT	08/17/12	225277	114.07-
00001 EMERGENCY EQUIPMENT PROF	404142	00126343	11007858	REPR PTS U#13932 FIRE DEPT	08/17/12	225277	150.26-
EMERGENCY EQUIPMENT PROF Sum							740.26-
00001 FASTENAL COMPANY	MSHAT143759	00125784	11007468	BOLTS-MOWER REPRS-CEMETERY	08/17/12	225282	57.29-
FASTENAL COMPANY Sum							57.29-
00001 FEDERAL EXPRESS	7-963-53774 (	00126404	11007686	SERV 7/18/12 BROWN-MPO	08/17/12	225283	21.00-
00001 FEDERAL EXPRESS	7-963-53774 (	00126404	11007687	SERVS 7/17-19/12 ENGR	08/17/12	225283	119.69-
00001 FEDERAL EXPRESS	7-978-11230	00126551	11007873	SERV 8/1/12 ENGR	08/17/12	225283	20.72-
FEDERAL EXPRESS Sum							161.41-
00001 FORD, PHILLIP	PETTY CASH 8	00126523	11007791	PETTY CASH TRAFF/CONST/AIRPT	08/17/12	225286	445.58-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING AUGUST 17, 2012

Page 8
Date - 08/16/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
FORD, PHILLIP Sum							445.58-
00001 FORD'S CUSTOM CABINETS	494432	00124675	11007578	BLDG MATLS-RESPONSE TRAILER	08/17/12	225287	1,335.00-
FORD'S CUSTOM CABINETS Sum							1,335.00-
00001 FORREST CTY CHANCERY CLK BILLING #23	00126405	11007699	MNTHLY PYMT ARREARAGE/HOUSING	08/17/12	225288		13,798.91-
FORREST CTY CHANCERY CLK Sum							13,798.91-
00001 FORREST CTY DISTRICT ATT BAD CHECK FE	02012616	11007766	BAD CHECK RECOVERY FEE	08/17/12	225289		120.00-
00001 FORREST CTY DISTRICT ATT BAD CHECK FE	02012624	11007804	BAD CHECK RECOVERY FEE	08/17/12	225289		40.00-
FORREST CTY DISTRICT ATT Sum							160.00-
00001 FORREST GENERAL HOSPITAL EAP CHARGE 8	00126182	11007486	EAP CHARGE 8/12	08/17/12	225290		1,785.00-
FORREST GENERAL HOSPITAL Sum							1,785.00-
00001 FUELMAN OF MS	BG127044 NP3	00126306	11007623	FUEL CHGS 7/23-29/12 POLICE	08/17/12	225291	135.65-
FUELMAN OF MS Sum							135.65-
00001 G & K SERVICES	1035286449	00126157	11007510	UNIFORMS/MOP/MAT 7/03 ENGR	08/17/12	225295	8.94-
00001 G & K SERVICES	1035288488	00126157	11007511	UNIFORMS/MOP/MAT 7/10 ENGR	08/17/12	225295	8.94-
00001 G & K SERVICES	1035290609	00126157	11007512	UNIFORMS/MOP/MAT 7/16 ENGR	08/17/12	225295	8.94-
00001 G & K SERVICES	1035292668	00126157	11007513	UNIFORMS/MOP/MAT 7/23 ENGR	08/17/12	225295	8.94-
00001 G & K SERVICES	1035294738	00126157	11007514	UNIFORMS/MOP/MAT 7/31 ENGR	08/17/12	225295	8.94-
00001 G & K SERVICES	1035286441	00126532	11007805	UNIFORMS 7/03 TRAFFIC	08/17/12	225295	24.00-
00001 G & K SERVICES	1035288489	00126532	11007806	UNIFORMS 7/10 TRAFFIC	08/17/12	225295	24.00-
00001 G & K SERVICES	1035290610	00126532	11007807	UNIFORMS 7/17 TRAFFIC	08/17/12	225295	24.00-
00001 G & K SERVICES	1035292669	00126532	11007808	UNIFORMS 7/24 TRAFFIC	08/17/12	225295	24.00-
00001 G & K SERVICES	1035294739	00126532	11007809	UNIFORMS 7/31 TRAFFIC	08/17/12	225295	24.00-
00001 G & K SERVICES	1035294761	00126532	11007810	UNIFORMS 7/31 AIRPORT	08/17/12	225295	12.00-
00001 G & K SERVICES	1035286442	00126532	11007811	UNIFORMS 7/03 CONSTR	08/17/12	225295	47.25-
00001 G & K SERVICES	1035288490	00126532	11007812	UNIFORMS 7/10 CONSTR	08/17/12	225295	47.25-
00001 G & K SERVICES	1035290611	00126532	11007813	UNIFORMS 7/17 CONSTR	08/17/12	225295	43.25-
00001 G & K SERVICES	1035292670	00126532	11007814	UNIFORMS 7/24 CONSTR	08/17/12	225295	43.25-
00001 G & K SERVICES	1035294740	00126532	11007815	UNIFORMS 7/31 CONSTR	08/17/12	225295	43.09-
00001 G & K SERVICES	1035286453	00126532	11007816	MATS 7/03 CONSTR	08/17/12	225295	2.95-
00001 G & K SERVICES	1035288491	00126532	11007817	MATS 7/10 CONSTR	08/17/12	225295	2.95-
00001 G & K SERVICES	1035290612	00126532	11007818	MATS 7/17 CONSTR	08/17/12	225295	2.95-
00001 G & K SERVICES	1035292671	00126532	11007819	MATS 7/24 CONSTR	08/17/12	225295	2.95-
00001 G & K SERVICES	1035294741	00126532	11007820	MATS 7/31 CONSTR	08/17/12	225295	2.95-
00001 G & K SERVICES	1035286446	00126532	11007821	UNIFORMS 7/03 AIRPORT	08/17/12	225295	8.38-
00001 G & K SERVICES	1035288511	00126532	11007822	UNIFORMS 7/10 AIRPORT	08/17/12	225295	8.38-
00001 G & K SERVICES	1035290632	00126532	11007823	UNIFORMS 7/17 AIRPORT	08/17/12	225295	8.38-
00001 G & K SERVICES	1035292691	00126532	11007824	UNIFORMS 7/24 AIRPORT	08/17/12	225295	8.38-
G & K SERVICES Sum							449.06-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING AUGUST 17, 2012

Page 9
Date - 08/16/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 G G A ADMINISTRATORS	CAFE PLAN AD	00126103	11007413	CAFE PLAN ADM FEES 7/12	08/17/12	225296	313.30-
G G A ADMINISTRATORS Sum							313.30-
00001 GALL'S INC	512343174	00125114	11007751	SCBA FACEPIECE BAGS-FIRE DEPT	08/17/12	225297	196.49-
GALL'S INC Sum							196.49-
00001 GEIGER MIDSOUTH (BROTHER	2285152	00125999	11007775	MEMO PADS-ADVERTISING-M/ADM	08/17/12	225300	393.02-
00001 GEIGER MIDSOUTH (BROTHER	2288808	00125999	11007776	STICKY PADS-ADVERTISING-M/ADM	08/17/12	225300	248.75-
GEIGER MIDSOUTH (BROTHER Sum							641.77-
00001 GILLILANDS ELECTRONICS S	52819	00126119	11007441	REPROGRAM PHONE SYS #1 FIRE	08/17/12	225301	150.00-
00001 GILLILANDS ELECTRONICS S	52637	00125563	11007484	INSTALL ADDL CAMERAS PW/SANIT	08/17/12	225301	3,600.00-
00001 GILLILANDS ELECTRONICS S	52849	00126183	11007500	ALARM SYS REPR #6 FIRE STA	08/17/12	225301	115.76-
00001 GILLILANDS ELECTRONICS S	52859	00126474	11007737	MOVE FAX LINE TRAIN DEPOT	08/17/12	225301	65.00-
GILLILANDS ELECTRONICS S Sum							3,930.76-
00001 GREEN, WALTER	TRAVEL REIMB	00126287	11007580	EXPNS-ROPE RESCUE CLASS-JKSN	08/17/12	225304	45.14-
GREEN, WALTER Sum							45.14-
00001 GROVER BROS RESTAURANT &	186261	00126311	11007722	ICE MACHINE RELAY CONSTR	08/17/12	225306	36.00-
GROVER BROS RESTAURANT & Sum							36.00-
00001 H'BURG AMERICAN ACCT #1	H12998 38816	00126318	11007612	PROOFS PUBLICATION 6-7/12	08/17/12	225307	2,046.47-
00001 H'BURG AMERICAN ACCT #1	H12998 20041	00126544	11007859	ADVERTISEMENT FIRE DEPT	08/17/12	225307	238.51-
H'BURG AMERICAN ACCT #1 Sum							2,284.98-
00001 H'BURG COCA COLA BOTTLIN	56I17566319	00125936	11007483	WATER NATL NIGHT OUT KICKOFF	08/17/12	225308	75.00-
00001 H'BURG COCA COLA BOTTLIN	56902032244	00126543	11007854	DRINKING WATER COUNCIL OFFICE	08/17/12	225308	56.00-
H'BURG COCA COLA BOTTLIN Sum							131.00-
00001 H'BURG HYDRAULICS INC	48280	00126105	11007465	REPR PTS U#16010 FORESTRY	08/17/12	225309	58.05-
00001 H'BURG HYDRAULICS INC	48279	00126132	11007469	REPR PTS U#15241 FORESTRY	08/17/12	225309	44.25-
00001 H'BURG HYDRAULICS INC	48294	00126122	11007544	REPR PTS U#15892 SANIT	08/17/12	225309	142.54-
00001 H'BURG HYDRAULICS INC	48293	00126122	11007545	REPR PTS U#11434 SANIT	08/17/12	225309	132.25-
H'BURG HYDRAULICS INC Sum							377.09-
00001 HALO BRANDED SOLUTIONS I	1796011	00124554	11007778	WATER BOTTLES/CITY LOGO	08/17/12	225310	1,798.03-
HALO BRANDED SOLUTIONS I							

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING AUGUST 17, 2012

Page - 10
Date - 08/16/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum							1,798.03-
00001 HEALTHWORKS LLC	2500-24-2716	00126407	11007688	NEW HIRE EMP DRUG SCREENS	08/17/12	225312	201.00-
00001 HEALTHWORKS LLC	23119DILL933	00126526	11007785	PRE-EMP PHYSICAL-DILLARD	08/17/12	225312	222.00-
HEALTHWORKS LLC							
Sum							423.00-
00001 HILL, LEROY COFFEE CO IN 9231		00126158	11007478	COFFEE SERV M/ADM	08/17/12	225314	118.38-
HILL, LEROY COFFEE CO IN							
Sum							118.38-
00001 HILTON GARDEN INN HATTIE FOLIO#134924		00123986	11007526	HUTCHINS 8/2/12 NNO/COOK	08/17/12	225315	99.00-
HILTON GARDEN INN HATTIE							
Sum							99.00-
00001 HOOK-FAST SPECIALTIES IN 265759		00125650	11007429	FIREFIGHTER NAME TAG	08/17/12	225316	18.13-
HOOK-FAST SPECIALTIES IN							
Sum							18.13-
00001 HUDSON'S TREASURE HUNT (KRISTA WELLS	02012618	11007769	MERCHANT FEE & FINE	08/17/12	225318	66.19-	
HUDSON'S TREASURE HUNT (							
Sum							66.19-
00001 ICE PLANT INC	0446262	00126342	11007645	BAGS/ICE 6/20 PUBLIC WORKS	08/17/12	225319	220.50-
00001 ICE PLANT INC	198014	00126344	11007646	BAGS/ICE 8/07 PUBLIC WORKS	08/17/12	225319	147.00-
00001 ICE PLANT INC	192204	00126565	11007874	BAGS/ICE 8/14 PUBLIC WORKS	08/17/12	225319	98.00-
ICE PLANT INC							
Sum							465.50-
00001 INDOFF INC	2123005	00125926	11007540	JANIT SUPP SANIT/PUB WORKS	08/17/12	225320	303.90-
00001 INDOFF INC	2124602	00125972	11007553	OFFICE CHAIR-BRITTON-SANIT	08/17/12	225320	209.99-
00001 INDOFF INC	2121605	00125844	11007590	OFFICE SUPP PUBLIC WORKS	08/17/12	225320	192.74-
00001 INDOFF INC	2121619	00125851	11007591	OFFICE SUPP-PUBLIC WORKS	08/17/12	225320	57.13-
INDOFF INC							
Sum							763.76-
00001 INGRAM EQUIPMENT CO LLC	0015309-IN	00125875	11007452	REPR PTS U#13982 STREET	08/17/12	225322	54.00-
00001 INGRAM EQUIPMENT CO LLC	0015310-IN	00125885	11007461	REPR PTS SANIT STOCK	08/17/12	225322	152.71-
00001 INGRAM EQUIPMENT CO LLC	0015191-IN	00125491	11007546	REPR PTS U#14408 SANIT	08/17/12	225322	1,466.90-
00001 INGRAM EQUIPMENT CO LLC	15191A-IN	00125491	11007547	REPR PTS U#14408 SANIT	08/17/12	225322	308.88-
00001 INGRAM EQUIPMENT CO LLC	0015393-IN	00126005	11007648	REPR PTS U#13982 ST CLEAN	08/17/12	225322	113.21-
INGRAM EQUIPMENT CO LLC							
Sum							2,095.70-
00001 INTL CODE COUNCIL (DUES) REG-BATES 11	00126097	11007445	REG-BATES-PLAN REVIEW-NASHVLE	08/17/12	225323	780.00-	
INTL CODE COUNCIL (DUES)							
Sum							780.00-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING AUGUST 17, 2012

Page - 11
Date - 08/16/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 IRBY, STUART C CO	S006880842.0	00125790	11007433	ELEC SUPP LIGHTS #8 FIRE STA	08/17/12	225324	121.26-
00001 IRBY, STUART C CO	S006880842.0	00125790	11007434	ELEC SUPP LIGHTS #8 FIRE STA	08/17/12	225324	114.00-
00001 IRBY, STUART C CO	S006829307.0	00125224	11007657	CREDIT	08/17/12	225324	1.95
00001 IRBY, STUART C CO	S006852086.0	00125224	11007658	ELEC SUPP 7/12 POLICE DEPT	08/17/12	225324	39.32-
00001 IRBY, STUART C CO	S006898037.0	00125224	11007659	ELEC SUPP 7/12 POLICE DEPT	08/17/12	225324	72.30-
IRBY, STUART C CO Sum							344.93-
00001 JACKSON, STACY A	TRAV ADVANCE	00126100	11007443	TRAV ADV-MACE MEET-SOUTHAVEN	08/17/12	225326	447.80-
JACKSON, STACY A Sum							447.80-
00001 JONES & BARTLETT PUBLISH	2579515	00126141	11007636	BLDG CONSTR STUDY BOOKS-ACDMY	08/17/12	225329	281.54-
JONES & BARTLETT PUBLISH Sum							281.54-
00001 K & K TRUCK-TRAILER PART	54500	00125673	11007642	TRAILER HOOK U#8643 STREET	08/17/12	225334	96.56-
K & K TRUCK-TRAILER PART Sum							96.56-
00001 KENTWOOD SPRINGWATER	000026	00126319	11007627	DRINKING WATER POLICE DEPT	08/17/12	225336	185.10-
KENTWOOD SPRINGWATER Sum							185.10-
00001 KUYRKENDALL, BERT	TRAVEL REIMB	00126282	11007588	EXPNS-MML CONF-BILOXI	08/17/12	225341	72.99-
KUYRKENDALL, BERT Sum							72.99-
00001 LAMAR CTY CHANCERY CLERK	RECORDING FE	00126237	11007479	RECORDING FEES MUN CLERK	08/17/12	225343	22.00-
LAMAR CTY CHANCERY CLERK Sum							22.00-
00001 LANCASTER'S MACHINE & WE	20905	00126337	11007655	REPRS U#16010 FORESTRY	08/17/12	225344	303.00-
00001 LANCASTER'S MACHINE & WE	20772	00124092	11007703	REPRS U#11356 STREET	08/17/12	225344	1,432.00-
00001 LANCASTER'S MACHINE & WE	20859	00126010	11007704	TRAILER REPR U#8643 STREET	08/17/12	225344	350.00-
00001 LANCASTER'S MACHINE & WE	20835	00125500	11007705	TAP HOLES U#17727 SANIT	08/17/12	225344	40.00-
00001 LANCASTER'S MACHINE & WE	20893	00126244	11007706	HUB REPR U#17726 SANIT	08/17/12	225344	45.00-
00001 LANCASTER'S MACHINE & WE	20880	00126129	11007707	REPR LIFTING ARM U#17724 SANI	08/17/12	225344	330.00-
LANCASTER'S MACHINE & WE Sum							2,500.00-
00001 LEAD LLC	20120612	00125825	11007650	ANIMAL LAW BOOKS	08/17/12	225346	90.65-
LEAD LLC Sum							90.65-
00001 LEXISNEXIS RISK DATA MAN	1127340-2012	00126321	11007630	ONLINE SEARCHES 7/12 POLICE	08/17/12	225348	50.00-
LEXISNEXIS RISK DATA MAN							

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING AUGUST 17, 2012

Page 12
Date - 08/16/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum							50.00-
00001 LIBERTY FLAG & SPECIALTY	04120154	00121459	11007721	D/T CHRISTMAS LIGHTS CONSTR	08/17/12	225349	4,986.24-
00001 LIBERTY FLAG & SPECIALTY	04120155 FRT	00126507	11007793	SHIPPING CHGS CONSTR DEPT	08/17/12	225349	342.50-
LIBERTY FLAG & SPECIALTY							
Sum							5,328.74-
00001 LOWE'S OF HATTIESBURG IN	987041	00124752	11007472	WINDOW BLINDS POLICE DEPT	08/17/12	225351	234.99-
00001 LOWE'S OF HATTIESBURG IN	987917	00125150	11007473	REFRIGERATOR WTR FILTER-FIRE	08/17/12	225351	69.00-
00001 LOWE'S OF HATTIESBURG IN	924719	00125678	11007474	STEP STOOLS CONSTR DEPT	08/17/12	225351	60.76-
LOWE'S OF HATTIESBURG IN							
Sum							364.75-
00001 MAULDIN COMPANY	106007	00125666	11007453	NUTS-STREET STOCK	08/17/12	225353	39.40-
00001 MAULDIN COMPANY	106138	00125881	11007454	REPR PTS U#15514 STREET	08/17/12	225353	60.03-
00001 MAULDIN COMPANY	106021	00125668	11007457	REPR PTS U#15514 STREET	08/17/12	225353	316.58-
00001 MAULDIN COMPANY	105701	00125329	11007463	REPR PTS U#97005 HEALTH	08/17/12	225353	100.81-
MAULDIN COMPANY							
Sum							516.82-
00001 MCCAIN UNIFORMS	234024-1	00125799	11007572	UNIFORM PANTS STOCK/ROBINSON	08/17/12	225354	390.00-
00001 MCCAIN UNIFORMS	234025-1	00125857	11007581	SHIRTS-PROMOTED FIREFIGHTERS	08/17/12	225354	69.90-
00001 MCCAIN UNIFORMS	224340-1	00121511	11007797	UNIFORMS POLICE RECRUITS	08/17/12	225354	4,980.25-
00001 MCCAIN UNIFORMS	225794-1	00121511	11007798	UNIFORMS POLICE RECRUITS	08/17/12	225354	366.00-
00001 MCCAIN UNIFORMS	230039-1	00121511	11007799	UNIFORMS POLICE RECRUITS	08/17/12	225354	244.00-
00001 MCCAIN UNIFORMS	232998-1	00121511	11007800	UNIFORMS POLICE RECRUITS	08/17/12	225354	61.00-
MCCAIN UNIFORMS							
Sum							6,111.15-
00001 MCELHANEY PLUMBING INC	198455	00126037	11007459	PLUMB SUPP PUB WORKS BREAK RM	08/17/12	225355	129.35-
00001 MCELHANEY PLUMBING INC	198451	00125922	11007515	SHOP FAN CONSTR DEPT	08/17/12	225355	99.95-
00001 MCELHANEY PLUMBING INC	196946	00124529	11007660	HARDWARE SUPP 6/12 POLICE	08/17/12	225355	9.89-
00001 MCELHANEY PLUMBING INC	198021	00125223	11007661	HARDWARE SUPP 7/12 POLICE	08/17/12	225355	96.08-
MCELHANEY PLUMBING INC							
Sum							335.27-
00001 MEDLEY, DON	CIVL ACT 2:1	00126196	11007406	LAWSUIT SETTLEMENT	08/01/12	16740	7,500.00-
MEDLEY, DON							
Sum							7,500.00-
00001 MEGAGATE	205876-00 7/	00126410	11007682	INET/NETWORK 8/12 INFO TECH	08/17/12	225358	7,143.40-
MEGAGATE							
Sum							7,143.40-
00001 METRO CRIMESTOPPERS INC	08/01/12	02012599	11007403	CITY COURT COSTS 07/12	08/01/12	16736	768.76-
METRO CRIMESTOPPERS INC							
Sum							768.76-
00001 MID SOUTH UNIFORM & SUPP	484912	00125069	11007691	NAME TAGS-BADON, DENSON	08/17/12	225359	52.50-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING AUGUST 17, 2012

Page 13
Date - 08/16/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
MID SOUTH UNIFORM & SUPP Sum							52.50-
00001 MIDSOUTH ELEVATOR	PO#123731 7/	00123731	11007560	REPLACE ELEVATOR PINE ST GARG	08/17/12	225360	46,000.00-
MIDSOUTH ELEVATOR Sum							46,000.00-
00001 MIKE'S TIRE & WHEEL CO	2161493	00125883	11007455	TUBES U#8249 STREET	08/17/12	225361	35.40-
00001 MIKE'S TIRE & WHEEL CO	2161559	00125691	11007507	BRAKE REPR U#11945 TRAFFIC	08/17/12	225361	571.97-
00001 MIKE'S TIRE & WHEEL CO	2161942	00126115	11007538	TIRES U#15351 TRAFFIC	08/17/12	225361	318.94-
00001 MIKE'S TIRE & WHEEL CO	2161423	00125503	11007792	TIRE REPR PATCHES ST STOCK	08/17/12	225361	36.00-
00001 MIKE'S TIRE & WHEEL CO	2161705	00125891	11007871	TUBES U#15515 STREET	08/17/12	225361	59.80-
MIKE'S TIRE & WHEEL CO Sum							1,022.11-
00001 MITCHELL TOOL SALES & SE	84524	00126162	11007651	HAND TOOLS AIRPORT MAINT	08/17/12	225364	641.98-
00001 MITCHELL TOOL SALES & SE	84571	00126445	11007878	HAND TOOLS AIRPORT MAINT	08/17/12	225364	229.00-
MITCHELL TOOL SALES & SE Sum							870.98-
00001 MOLLY MAID	SERVICE 8/12	00126203	11007559	SERV 8/12 CEM/FORESTRY OFFC	08/17/12	225365	245.00-
MOLLY MAID Sum							245.00-
00001 MS ASSN OF CODE ENFORCEM	REG-JACKSON	00126098	11007446	REG-JACKSON-MEETING-SOUTHAVEN	08/17/12	225366	50.00-
00001 MS ASSN OF CODE ENFORCEM	REG-QUINN 10	00126098	11007447	REG-QUINN-MEETING-SOUTHAVEN	08/17/12	225366	50.00-
MS ASSN OF CODE ENFORCEM Sum							100.00-
00001 MS DEPT OF INFORMATION T	IN601COH1921	02012608	11007523	LONG DIST SERV 7/12	08/17/12	225368	12,003.29-
00001 MS DEPT OF INFORMATION T	IN601COZ2721	02012609	11007524	NCIC CHARGE 7/12 POLICE DEPT	08/17/12	225368	224.00-
MS DEPT OF INFORMATION T Sum							12,227.29-
00001 MS EMBROIDERY COMPANY	7680	00126395	11007742	MTRCYCLE CAP-MATOS-POLICE	08/17/12	225369	22.00-
00001 MS EMBROIDERY COMPANY	7680(B)	00126451	11007743	M/C CAP-BROWN-EMBROIDER SHIRT	08/17/12	225369	70.00-
MS EMBROIDERY COMPANY Sum							92.00-
00001 MS POWER COMPANY	8/12 GENERAL	00201221	11007829	MNTHLY ELEC-GENERAL	08/17/12	225370	13,458.41-
MS POWER COMPANY Sum							13,458.41-
00001 MS POWER COMPANY (BAD CK	NINA ANDREWS	02012618	11007770	MERCHANT FEE & FINE	08/17/12	225371	190.00-
MS POWER COMPANY (BAD CK Sum							190.00-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING AUGUST 17, 2012

Page 14
Date - 08/16/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 MS STATE/EMP SECURITY CO	92-00131 GEN	00126231	11007477	UNEMP BENEFITS 4/12-6/12 GEN	08/17/12	225372	3,467.36-
MS STATE/EMP SECURITY CO Sum							3,467.36-
00001 MS STATE/TAX COMM/TAX EX	PO#126227 8/	00126227	11007557	TAG U#18602 FORESTRY TRUCK	08/17/12	225373	15.00-
00001 MS STATE/TAX COMM/TAX EX	PO#126347 8/	00126347	11007647	TAG U#18608 CONSTR	08/17/12	225373	12.00-
00001 MS STATE/TAX COMM/TAX EX	PO#126570 8/	00126570	11007869	TAG U#18603 TRAFFIC	08/17/12	225373	12.00-
MS STATE/TAX COMM/TAX EX Sum							39.00-
00001 MS STATE/TREASURER/FINAN	08/2012	02012600	11007395	FINE COLLECTIONS 7/12	08/01/12	16724	44,512.35-
MS STATE/TREASURER/FINAN Sum							44,512.35-
00001 MULTITECH OFFICE MACHINE	12070948	00126061	11007568	CHECK PRINTER TONER-HUMAN RES	08/17/12	225374	129.95-
MULTITECH OFFICE MACHINE Sum							129.95-
00001 NAFECO-NORTH ALABAMA FIR	657769	00125615	11007576	CHEMICAL ID HAZMAT KIT	08/17/12	225376	4,978.00-
NAFECO-NORTH ALABAMA FIR Sum							4,978.00-
00001 NAPA AUTO PARTS	472892	00126069	11007436	FIRE TRUCK MAINT SUPP	08/17/12	225378	388.04-
00001 NAPA AUTO PARTS	471592	00125571	11007495	REPR PTS POLICE STOCK	08/17/12	225378	264.58-
00001 NAPA AUTO PARTS	471593	00125571	11007496	REPR PTS U#17570 POLICE	08/17/12	225378	17.34-
00001 NAPA AUTO PARTS	471530	00125592	11007531	MISC EQUIP POLICE SERV CNTR	08/17/12	225378	757.00-
00001 NAPA AUTO PARTS	471879	00125725	11007582	BATTERIES U#13933 FIRE	08/17/12	225378	415.80-
00001 NAPA AUTO PARTS	472805	00125684	11007585	REPR PTS U#8629 STREET	08/17/12	225378	177.20-
00001 NAPA AUTO PARTS	472803	00125879	11007586	REPR PTS U#8668 STREET	08/17/12	225378	43.37-
00001 NAPA AUTO PARTS	472801	00125879	11007587	REPR PTS U#9804 SHOP	08/17/12	225378	14.86-
00001 NAPA AUTO PARTS	472808	00125722	11007599	REPR PTS U#16966 PK OPER	08/17/12	225378	124.05-
00001 NAPA AUTO PARTS	472643	00125880	11007665	REPR PTS U#16010 CEMETERY	08/17/12	225378	143.40-
00001 NAPA AUTO PARTS	473932	00125966	11007884	REPR PTS U#17804 POLICE	08/17/12	225378	41.90-
00001 NAPA AUTO PARTS	473933	00125966	11007885	REPR PTS U#16757 POLICE	08/17/12	225378	18.56-
00001 NAPA AUTO PARTS	473934	00125966	11007886	REPR PTS U#16757 POLICE	08/17/12	225378	37.21-
NAPA AUTO PARTS Sum							2,443.31-
00001 NATL NEIGHBORHOOD WATCH	1206554	00124943	11007569	WINDOW DECALS NBRHOOD WATCH	08/17/12	225379	200.00-
00001 NATL NEIGHBORHOOD WATCH	FC 5578	00124943	11007600	FINANCE CHARGE	08/17/12	225379	2.07-
NATL NEIGHBORHOOD WATCH Sum							202.07-
00001 NEEL-SCHAFFER INC	01002967-1	00126273	11007825	SERVS GORDON'S CRK MSTR PLAN	08/17/12	225380	5,201.15-
00001 NEEL-SCHAFFER INC	01002967-2	00126497	11007826	SERVS 5/12 GORDON'S CRK STUDY	08/17/12	225380	4,401.82-
NEEL-SCHAFFER INC Sum							9,602.97-
00001 NEIGHBORHOODS USA (NUSA)	2012-2013 MB	00125560	11007527	CITY MBRSHR RNWL 2012-13	08/17/12	225381	100.00-

Page - 15
Date - 08/16/12

PEANUTS TOWING SERVICE	
Sum	130.00~

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING AUGUST 17, 2012

Page - 16
Date - 08/16/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 PEARL RIVER VALLEY EPA (	102100005 8/	00201221	11007767	MNTHLY 8/12 #8 FIRE STA	08/17/12	225394	1,141.19-
00001 PEARL RIVER VALLEY EPA (	8/12 GENERAL	00201221	11007768	MNTHLY 7/12 PUBLIC SERVICES	08/17/12	225394	5,628.58-
PEARL RIVER VALLEY EPA (							6,769.77-
Sum							
00001 PEPPERS, ARIC	TRAVEL REIMB	00126427	11007718	EXPNS FIRE SERV CHAPLAIN JKSN	08/17/12	225395	23.66-
PEPPERS, ARIC							23.66-
Sum							
00001 PHELPS DUNBAR LLP	REG-HOPKINS	00126288	11007571	REG-HOPKINS-EMP LAW SEMINAR	08/17/12	225396	350.00-
PHELPS DUNBAR LLP							350.00-
Sum							
00001 PIN CENTER, THE	0812034	00126534	11007777	LAPEL PINS-CORRECTED SHPMNT	08/17/12	225398	520.00-
PIN CENTER, THE							520.00-
Sum							
00001 PINE BELT FORD INC (SEE	29876	00125301	11007508	REPRS STREET UNIT	08/17/12	225399	393.28-
PINE BELT FORD INC (SEE							393.28-
Sum							
00001 PINE BELT OIL COMPANY IN	599671	00125873	11007458	DIESEL-EAST LAUREL LIFT STA	08/17/12	225401	2,558.00-
00001 PINE BELT OIL COMPANY IN	350888	00126154	11007476	GASOLINE,DIESEL PUBLIC WORKS	08/17/12	225401	25,886.67-
00001 PINE BELT OIL COMPANY IN	7/1-7/31/12	00126232	11007488	MINIT MART CHGS 7/12 POLICE	08/17/12	225401	5,307.09-
00001 PINE BELT OIL COMPANY IN	7/1-7/31/12	00126232	11007489	MINIT MART CHGS 7/12 FIRE	08/17/12	225401	1,570.88-
00001 PINE BELT OIL COMPANY IN	1004994	00126281	11007603	GASOLINE PUBLIC WORKS	08/17/12	225401	19,358.40-
00001 PINE BELT OIL COMPANY IN	1003246	00126281	11007604	DIESEL PUBLIC WORKS	08/17/12	225401	16,984.17-
00001 PINE BELT OIL COMPANY IN	602241	00126256	11007702	MNTHLY GAS CARD FEES	08/17/12	225401	451.53-
PINE BELT OIL COMPANY IN							72,116.74-
Sum							
00001 PINE BELT REGIONAL SOLID	100006 7/12	00126368	11007708	REFUSE DISPOSAL 7/2-31 SANIT	08/17/12	225402	41,340.20-
PINE BELT REGIONAL SOLID							41,340.20-
Sum							
00001 PITMAN AN AGFA CO (1100)	4060193-00	00123414	11007683	FOAMBOARD GIS DEPT	08/17/12	225405	269.17-
PITMAN AN AGFA CO (1100)							269.17-
Sum							
00001 POWER PLUS INC	8947	00126197	11007649	GATORLINE STREET DEPT	08/17/12	225409	226.32-
POWER PLUS INC							226.32-
Sum							
00001 PRUITT GROUP, THE	LOBBY RETAIN	00126180	11007487	LOBBYING RETAINER FEE 8/12	08/17/12	225410	3,000.00-
PRUITT GROUP, THE							3,000.00-
Sum							

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING AUGUST 17, 2012

Page - 17
Date - 08/16/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 PUCKETT MACHINERY COMPAN	162062	00125746	11007509	EXCAVATOR 7/12-10/12 STREET	08/17/12	225411	18,306.00-
00001 PUCKETT MACHINERY COMPAN	P05C5533445	00126279	11007643	REPR PTS LEASED TRACKHOE	08/17/12	225411	148.31-
00001 PUCKETT MACHINERY COMPAN	R3763901	00126214	11007758	BACKHOE RENTAL STREET DEPT	08/17/12	225411	1,864.50-
PUCKETT MACHINERY COMPAN Sum							20,318.81-
00001 QUINN, WILEY	TRAV ADVANCE	00126099	11007444	TRAV ADV-MACE MEET-SOUTHAVEN	08/17/12	225414	447.80-
QUINN, WILEY Sum							447.80-
00001 R & D FOODS (BAD CHECK R	DARYLL GLENN	02012618	11007771	MERCHANT FEE & FINE	08/17/12	225415	70.00-
R & D FOODS (BAD CHECK R Sum							70.00-
00001 REGIONS BANK	00321929-RFC	00126259	11007561	ANNUAL LEASE PINE ST PK GARG	08/17/12	225417	10,000.00-
REGIONS BANK Sum							10,000.00-
00001 RELIABLE WELDING & MACH	38051	00126359	11007872	REPR PTS U#9648 STREET	08/17/12	225418	125.00-
00001 RELIABLE WELDING & MACH	38046	00126355	11007876	CABLE U#14407 SANIT	08/17/12	225418	110.00-
RELIABLE WELDING & MACH Sum							235.00-
00001 RICOH CORP	5023328245	00126172	11007412	COPY OVERAGE 4/22-7/21 INFO T	08/17/12	225420	414.54-
RICOH CORP Sum							414.54-
00001 RITTER DISPOSABLES INC	78399	00125639	11007753	TERRY CLOTH RAGS TRAFFIC DEPT	08/17/12	225421	404.00-
RITTER DISPOSABLES INC Sum							404.00-
00001 RJ YOUNG COMPANY	287659	00125829	11007410	PRINTER SUPP-COLEMAN-PLANN	08/17/12	225422	175.00-
00001 RJ YOUNG COMPANY	287396	00126202	11007497	COPIER MNT 6/28-7/28 DETECTVS	08/17/12	225422	518.00-
00001 RJ YOUNG COMPANY	287353	00126230	11007501	COPIER MNT 6/28-7/28 FIRE	08/17/12	225422	196.00-
00001 RJ YOUNG COMPANY	288138	00126258	11007525	COPIER MNT 7/12-7/13 COURT	08/17/12	225422	730.00-
00001 RJ YOUNG COMPANY	288119	00126280	11007589	COPIER MAINT 6/28-7/28 ENGR	08/17/12	225422	320.65-
00001 RJ YOUNG COMPANY	288023	00126079	11007614	PRINTER PART-COLEMAN-PLANN	08/17/12	225422	115.00-
00001 RJ YOUNG COMPANY	287362	00126476	11007735	COPIER MNT 6/28-7/28 PLANN	08/17/12	225422	390.00-
00001 RJ YOUNG COMPANY	290332	00126392	11007740	PRINTER SUPP MUSTER ROOM	08/17/12	225422	211.00-
RJ YOUNG COMPANY Sum							2,655.65-
00001 RYAN MOTORS INC	192858	00126429	11007857	REPR PTS U#11302 POLICE	08/17/12	225425	30.52-
RYAN MOTORS INC Sum							30.52-
00001 RYAN SUPPLY (RYAN AUTOMO	02300011099	00125898	11007536	TIRE CHANGER/WHEEL BALANCER	08/17/12	225426	9,390.00-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING AUGUST 17, 2012

Page 18
Date - 08/16/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
RYAN SUPPLY (RYAN AUTOMO							
Sum							9,390.00-
00001 SACKS OUTDOOR SUPPLY	15822	00126067	11007416	CLOTH ALLOW-FRAZIER-POLICE	08/17/12	225427	119.75-
00001 SACKS OUTDOOR SUPPLY	15823	00126117	11007417	CLOTH ALLOW-SIMS-POLICE	08/17/12	225427	39.99-
00001 SACKS OUTDOOR SUPPLY	15869	00126036	11007490	CLOTH ALLOW-RUPLE-POLICE	08/17/12	225427	35.97-
00001 SACKS OUTDOOR SUPPLY	15820	00126101	11007491	CLOTH ALLOW-SHAPPLEY-POLICE	08/17/12	225427	39.97-
00001 SACKS OUTDOOR SUPPLY	15543	00123660	11007573	CLOTH ALLOW-TRAXLER-POLICE	08/17/12	225427	159.88-
00001 SACKS OUTDOOR SUPPLY	15800	00123492	11007625	MTRCYCLE PANTS-VARI POLICE	08/17/12	225427	1,399.93-
00001 SACKS OUTDOOR SUPPLY	15927	00124195	11007626	UNIFORMS-PAL OFFICERS	08/17/12	225427	2,099.58-
00001 SACKS OUTDOOR SUPPLY	15907	00126313	11007696	P/F ACADEMY STAFF UNIFORMS	08/17/12	225427	954.33-
00001 SACKS OUTDOOR SUPPLY	15796	00125831	11007717	CLOTH ALLOW-LANE-POLICE	08/17/12	225427	59.99-
SACKS OUTDOOR SUPPLY							
Sum							4,909.39-
00001 SCHWANDT, MARILYN T	PETTY CASH 6	00126398	11007677	PETTY CASH VARI DEPTS	08/17/12	225431	593.86-
SCHWANDT, MARILYN T							
Sum							593.86-
00001 SCOTTS HYDRAULIC SERVICE	12187	00125370	11007450	REPRS U#6894 TRAFFIC DEPT	08/17/12	225432	2,718.80-
SCOTTS HYDRAULIC SERVICE							
Sum							2,718.80-
00001 SEA EAGLE	4028340	00125818	11007426	INFLATABLE RESCUE BOAT ACDMY	08/17/12	225433	1,821.69-
SEA EAGLE							
Sum							1,821.69-
00001 SEBASTIAN, ROBERT L (REF MUNICIPAL CO	02012617	11007773	MUNICIPAL COURT REFUND	08/17/12	225434	663.00-	
SEBASTIAN, ROBERT L (REF							
Sum							663.00-
00001 SHERWIN-WILLIAMS COMPANY	4537-4	00125958	11007409	STAIN SUPP PURCH OFFICE RENOV	08/17/12	225435	28.99-
SHERWIN-WILLIAMS COMPANY							
Sum							28.99-
00001 SMUTZER, CHARLES E (REFU MUNICIPAL CO	02012617	11007774	MUNICIPAL COURT REFUND	08/17/12	225443	599.50-	
SMUTZER, CHARLES E (REFU							
Sum							599.50-
00001 SOLAR SUPPLY INC	3433715	00125877	11007424	JANIT SUPP POLICE DEPT	08/17/12	225444	72.73-
00001 SOLAR SUPPLY INC	3434093	00126224	11007598	A/C UNIT PINE ST PK GARAGE	08/17/12	225444	265.19-
00001 SOLAR SUPPLY INC	3434394	00126354	11007716	A/C FILTERS ACCTG/PURCH	08/17/12	225444	75.60-
00001 SOLAR SUPPLY INC	3434447	00126396	11007719	A/C CLEANER #4 FIRE STA	08/17/12	225444	50.23-
00001 SOLAR SUPPLY INC	3434448	00126401	11007763	HVAC MAINT PTS AIRPORT	08/17/12	225444	58.29-
00001 SOLAR SUPPLY INC	3434408	00126315	11007784	A/C REPR SUPP POLICE DEPT	08/17/12	225444	613.64-
SOLAR SUPPLY INC							
Sum							1,135.68-
00001 SOUTH MS BUSINESS MACHIN	AR63677	00126308	11007610	COPIER MNT 812-8/13 COURT	08/17/12	225445	329.67-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING AUGUST 17, 2012

Page - 19
Date - 08/16/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
SOUTH MS BUSINESS MACHIN							
Sum							329.67-
00001 SOUTHERN FINANCIAL SYSTE	CMCHAT2 7/2/	02012625	11007801	POLICE FINES COLL.FEE	08/17/12	225448	579.53-
00001 SOUTHERN FINANCIAL SYSTE	CMCHAR2 7/16	02012626	11007802	POLICE FINES COLL.FEE	08/17/12	225448	346.81-
00001 SOUTHERN FINANCIAL SYSTE	CMCHAT 7/16/	02012627	11007803	POLICE FINES COLL.FEE	08/17/12	225448	32.75-
SOUTHERN FINANCIAL SYSTE							
Sum							959.09-
00001 SOUTHERN PINE ELECTRIC P	8/12 GENERAL	00201221	11007828	MNTHLY 8/12 PUBLIC SERVICES	08/17/12	225450	1,277.42-
SOUTHERN PINE ELECTRIC P							
Sum							1,277.42-
00001 SOUTHERN WATERWORKS SUPP	43754	00125698	11007577	SUCTION HOSE-P/F ACADEMY	08/17/12	225452	193.50-
SOUTHERN WATERWORKS SUPP							
Sum							193.50-
00001 STANDARD OFFICE SUPPLY C	0026592-001	00125984	11007408	RUBBER STAMP TAX DEPT	08/17/12	225456	31.95-
00001 STANDARD OFFICE SUPPLY C	0026449-001	00125935	11007480	OFFICE SUPP RISK MGMT	08/17/12	225456	97.08-
00001 STANDARD OFFICE SUPPLY C	0026454-001	00125935	11007481	OFFICE SUPP RISK MGMT	08/17/12	225456	15.69-
00001 STANDARD OFFICE SUPPLY C	0025879-001	00124556	11007605	PHONE SHOULDER RESTS-MUN CRT	08/17/12	225456	57.50-
00001 STANDARD OFFICE SUPPLY C	0026368-001	00125920	11007613	OFFICE SUPP ACCTG DEPT	08/17/12	225456	402.30-
00001 STANDARD OFFICE SUPPLY C	0026562-001	00125937	11007617	OFFICE SUPP POLICE DEPT	08/17/12	225456	471.34-
00001 STANDARD OFFICE SUPPLY C	0026661-001	00125937	11007618	DESK NAME SIGNS POLICE DEPT	08/17/12	225456	68.96-
00001 STANDARD OFFICE SUPPLY C	0026803-001	00125937	11007619	COPY PAPER POLICE DEPT	08/17/12	225456	240.00-
00001 STANDARD OFFICE SUPPLY C	0025970-001	00124556	11007620	CREDIT RETURN	08/17/12	225456	23.00
00001 STANDARD OFFICE SUPPLY C	0026831-001	00126271	11007621	PRINTER SUPP POLICE DEPT	08/17/12	225456	1,379.97-
00001 STANDARD OFFICE SUPPLY C	0026717-001	00126201	11007689	OFFICE SUPP POLICE DEPT	08/17/12	225456	2,282.70-
00001 STANDARD OFFICE SUPPLY C	0025846-001	00126300	11007690	PRINTER/OFFICE SUPP POLICE	08/17/12	225456	181.67-
00001 STANDARD OFFICE SUPPLY C	0026938-001	00126201	11007710	CREDIT RETURN	08/17/12	225456	21.72
00001 STANDARD OFFICE SUPPLY C	0026990-001	00125997	11007786	CUSTODY REPORTS POLICE DEPT	08/17/12	225456	560.00-
00001 STANDARD OFFICE SUPPLY C	0026701-001	00126160	11007795	OFFICE SUPP PARKING DIV	08/17/12	225456	202.03-
00001 STANDARD OFFICE SUPPLY C	0027053-001	00126160	11007796	OFFICE SUPP PARKING DIV	08/17/12	225456	47.99-
00001 STANDARD OFFICE SUPPLY C	0026960-001	00126415	11007855	FOLDERS-DETECTIVE DIVISION	08/17/12	225456	578.00-
00001 STANDARD OFFICE SUPPLY C	0026397-001	00125946	11007856	OFFICE SUPP LIFE OF S MS	08/17/12	225456	159.41-
00001 STANDARD OFFICE SUPPLY C	0026980-001	00126422	11007882	COPY PAPER/OFFICE SUPP-COURT	08/17/12	225456	670.64-
00001 STANDARD OFFICE SUPPLY C	0026354-001	00125914	11007883	COPY PAPER POLICE DEPT	08/17/12	225456	480.00-
STANDARD OFFICE SUPPLY C							
Sum							7,882.51-
00001 STATE FIRE ACADEMY	19845 PEPPER	00126520	11007789	REG-PEPPERS-FIRE CHAPLAIN SRV	08/17/12	225457	110.00-
STATE FIRE ACADEMY							
Sum							110.00-
00001 STRATEGIC SYSTEMS & TECH	IN53582	00125155	11007736	SUPPORT 6/12-6/13 FIXED ASSET	08/17/12	225458	799.00-
STRATEGIC SYSTEMS & TECH							
Sum							799.00-
00001 TEMPLE INC	INV0113551	00125196	11007448	SIGNAL EQUIP BRDWAY DR/BARTUR	08/17/12	225459	1,390.00-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING AUGUST 17, 2012

Page - 20
Date - 08/16/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
TEMPLE INC							
Sum							1,390.00-
00001 THYSSENKRUPP ELEVATOR CO	274389	00126161	11007471	MAINT 8/12 PINE ST GARAGE	08/17/12	225462	410.45-
THYSSENKRUPP ELEVATOR CO							
Sum							410.45-
00001 TRACTOR SUPPLY	200105525	00125882	11007644	REPR PTS/SUPP SHOP	08/17/12	225464	59.94-
00001 TRACTOR SUPPLY	200105260	00125912	11007652	HAND TOOLS AIRPORT MAINT	08/17/12	225464	104.98-
00001 TRACTOR SUPPLY	98882	00123878	11007664	CREDIT	08/17/12	225464	35.96
TRACTOR SUPPLY							
Sum							128.96-
00001 TRUCK EQUIPMENT SALES IN	M11326	00120947	11007601	BUCKET TRUCK #18602	08/07/12	16799	149,297.00-
TRUCK EQUIPMENT SALES IN							
Sum							149,297.00-
00001 TRUCK SERVICE & EQUIPMEN	307945	00125876	11007456	REPR PTS U#13174 STREET	08/17/12	225467	57.39-
00001 TRUCK SERVICE & EQUIPMEN	308089	00126127	11007548	REPR PTS U#14402 SANIT	08/17/12	225467	44.55-
TRUCK SERVICE & EQUIPMEN							
Sum							101.94-
00001 TRUCKPRO INC	039-0505615	00126242	11007723	REPR PTS SANIT STOCK	08/17/12	225468	115.59-
00001 TRUCKPRO INC	039-0501212	00124895	11007762	REPR PTS SANIT STOCK	08/17/12	225468	268.71-
TRUCKPRO INC							
Sum							384.30-
00001 TRUCKS PLUS AUTO ACCESSO	23867	00125750	11007539	BEDLINER/WINDOW SHIELD-TRAFF	08/17/12	225469	438.00-
TRUCKS PLUS AUTO ACCESSO							
Sum							438.00-
00001 TRUSTMARK NATIONAL BANK/	18143/284011	02012605	11007402	GARBAGE CAN LEASE DUE 8/31	08/01/12	16735	23,186.40-
00001 TRUSTMARK NATIONAL BANK/	42912/273350	02012620	11007732	POLICE CARS LEASE DUE 8/17	08/13/12	16805	36,837.92-
TRUSTMARK NATIONAL BANK/							
Sum							60,024.32-
00001 U S GEOLOGICAL SURVEY	90106319	00126467	11007759	MAINT BOUIE RIVER MONITORING	08/17/12	225471	5,600.00-
U S GEOLOGICAL SURVEY							
Sum							5,600.00-
00001 U S POSTAL SERVICE POSTA	35567445 8/0	00126251	11007530	MAIL MACHINE POSTAGE C HALL	08/17/12	225472	10,000.00-
U S POSTAL SERVICE POSTA							
Sum							10,000.00-
00001 UNDERWOOD'S SMALL ENGINE	41792	00125100	11007432	EDGER-FIRE STA #2	08/17/12	225474	183.20-
00001 UNDERWOOD'S SMALL ENGINE	42085	00125739	11007597	SHOP SUPP CEM/FORESTRY	08/17/12	225474	539.00-
UNDERWOOD'S SMALL ENGINE							

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING AUGUST 17, 2012

Page - 21
Date - 08/16/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum							722.20-
00001 UNITED PARCEL SERVICE IN	00008E1Y1531	00126463	11007749	SERVS 7/25-30/12 POLICE	08/17/12	225476	76.57-
UNITED PARCEL SERVICE IN							
Sum							76.57-
00001 UNIVERSITY OF MISSISSIPP	2732	00126042	11007415	AFFIDAVIT REF BOOK-DETECTIVES	08/17/12	225478	140.00-
UNIVERSITY OF MISSISSIPP							
Sum							140.00-
00001 USM/CONTRACTS & GRANTS A	GM004423-11/	00126582	11007860	JABG SWORD GRANT 11/11 REIMB	08/17/12	225480	5,689.33-
00001 USM/CONTRACTS & GRANTS A	GM004423-12/	00126582	11007861	JABG SWORD GRANT 12/11 REIMB	08/17/12	225480	5,689.33-
00001 USM/CONTRACTS & GRANTS A	GM004423-1/1	00126582	11007862	JABG SWORD GRANT 1/12 REIMB	08/17/12	225480	5,689.33-
00001 USM/CONTRACTS & GRANTS A	GM004422-2/1	00126582	11007863	JABG SWORD GRANT 2/12 REIMB	08/17/12	225480	5,689.33-
00001 USM/CONTRACTS & GRANTS A	GM004423-3/1	00126582	11007864	JABG SWORD GRANT 3/12 REIMB	08/17/12	225480	5,689.33-
00001 USM/CONTRACTS & GRANTS A	GM004423-4/1	00126582	11007865	JABG SWORD GRANT 4/12 REIMB	08/17/12	225480	5,689.33-
00001 USM/CONTRACTS & GRANTS A	GM004423-5/1	00126582	11007866	JABG SWORD GRANT 5/12 REIMB	08/17/12	225480	5,689.33-
00001 USM/CONTRACTS & GRANTS A	GM004423-6/1	00126582	11007867	JABG SWORD GRANT 6/12 REIMB	08/17/12	225480	5,689.33-
00001 USM/CONTRACTS & GRANTS A	GM004423-7/1	00126582	11007868	JABG SWORD GRANT 7/12 REIMB	08/17/12	225480	5,689.33-
USM/CONTRACTS & GRANTS A							
Sum							51,203.97-
00001 UZOMAH, ALFRED CHIDI	NN02012	00126226	11007734	VIDEOGRAPHER NNO 8/2,8/7	08/17/12	225482	500.00-
UZOMAH, ALFRED CHIDI							
Sum							500.00-
00001 V F W OF THE US	PARKING SPAC	00126181	11007520	PARKING SPACES 8/12	08/17/12	225483	75.00-
V F W OF THE US							
Sum							75.00-
00001 VERMEER MIDSOUTH INC	00278985	00125970	11007470	CHIPPER REPR PTS FORESTRY	08/17/12	225485	146.44-
VERMEER MIDSOUTH INC							
Sum							146.44-
00001 VETERINARY ASSOCIATES OF	150644	00126316	11007622	DOG FOOD POLICE K-9	08/17/12	225486	122.70-
00001 VETERINARY ASSOCIATES OF	8575 150748	00126465	11007741	DOG FOOD POLICE K-9	08/17/12	225486	501.00-
00001 VETERINARY ASSOCIATES OF	8575 150962	00126525	11007782	DOG FOOD POLICE K-9	08/17/12	225486	122.70-
VETERINARY ASSOCIATES OF							
Sum							746.40-
00001 VULCAN SIGNS	222160	00126294	11007790	STOP SIGNS TRAFFIC STOCK	08/17/12	225487	4,620.00-
VULCAN SIGNS							
Sum							4,620.00-
00001 WANSLEY'S MACHINE & DRIV	31338	00126408	11007879	REPRS U#14323 AIRPORT	08/17/12	225489	80.72-
WANSLEY'S MACHINE & DRIV							
Sum							80.72-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING AUGUST 17, 2012

Page - 22
Date - 08/16/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 WARREN PAVING INC	810210	00125045	11007764	ASPHALT-REPAVE MOBILE ST LOT	08/17/12	225490	14,204.00-
00001 WARREN PAVING INC	810210(C)	00126484	11007765	ADDL AMT DUE PO#125045	08/17/12	225490	3,816.00-
WARREN PAVING INC Sum							18,020.00-
00001 WASTE PRO HATTIESBURG	179450	00126449	11007724	RECYCLE FEES 6/12 SANIT	08/17/12	225491	17,917.50-
00001 WASTE PRO HATTIESBURG	187420	00126449	11007725	RECYCLE FEES 7/12 SANIT	08/17/12	225491	17,917.50-
WASTE PRO HATTIESBURG Sum							35,835.00-
00001 WATERS INTERNATIONAL TRU	8-222120076	00126123	11007462	REPR PTS U#14402/STOCK	08/17/12	225492	90.04-
00001 WATERS INTERNATIONAL TRU	800001	00126207	11007541	REPRS U#16009 STREET	08/17/12	225492	3,845.63-
00001 WATERS INTERNATIONAL TRU	8-221500032	00124368	11007549	REPR PTS U#14405 SANIT	08/17/12	225492	285.78-
00001 WATERS INTERNATIONAL TRU	222090080	00126002	11007550	REPRS U#14410 SANIT	08/17/12	225492	1,401.92-
00001 WATERS INTERNATIONAL TRU	222090082	00126002	11007551	A/C REPR U#14409 SANIT	08/17/12	225492	464.33-
00001 WATERS INTERNATIONAL TRU	8-222120077	00126011	11007552	STOCK SUPP SANIT DEPT	08/17/12	225492	286.25-
00001 WATERS INTERNATIONAL TRU	8-221850021	00125379	11007558	REPR PTS CEMETERY STOCK	08/17/12	225492	174.96-
00001 WATERS INTERNATIONAL TRU	8-222150077	00126245	11007593	REPR PTS VARI SANIT UNITS	08/17/12	225492	206.33-
WATERS INTERNATIONAL TRU Sum							6,755.24-
00001 WILLMUT GAS & OIL COMPAN	8/12 GENERAL	00201221	11007827	MNTHLY GAS-GENERAL	08/17/12	225493	584.75-
WILLMUT GAS & OIL COMPAN Sum							584.75-
00001 WINGFOOT COMMERCIAL TIRE	238-1025057	00125358	11007692	TIRES POLICE STOCK	08/17/12	225494	4,617.71-
00001 WINGFOOT COMMERCIAL TIRE	238-1025057(	00126360	11007693	ADDL AMT DUE PO#125358	08/17/12	225494	280.00-
WINGFOOT COMMERCIAL TIRE Sum							4,897.71-
Sum							1,808,387.27-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING AUGUST 17, 2012

Page - 23
Date - 08/16/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
PARKS & RECREATION FUND							
00002 A & R FARM AND GARDEN	271005	00125980	11002190	FIE ANT POISON	08/17/12	225183	144.00-
00002 A & R FARM AND GARDEN	270968	00126176	11002230	WEED KILLER GRNDS MAINT	08/17/12	225183	100.00-
A & R FARM AND GARDEN							
Sum							244.00-
00002 ALL SOUTH PORTABLE SANIT	9053	00125706	11002225	PORTALETs 8/2 NNO TOWN SQ PK	08/17/12	225192	390.00-
00002 ALL SOUTH PORTABLE SANIT	9054	00125707	11002226	PORTALETs 8/2 NNO CHAIN PK	08/17/12	225192	260.00-
ALL SOUTH PORTABLE SANIT							
Sum							650.00-
00002 ALLBRITTON CHAIN SAW & L	21483	00125979	11002194	WEEDEATER REPR PTS	08/17/12	225193	231.20-
00002 ALLBRITTON CHAIN SAW & L	21546	00126075	11002195	WEEDEATER REPR PTS	08/17/12	225193	133.31-
ALLBRITTON CHAIN SAW & L							
Sum							364.51-
00002 ALLEN, MATT	OFFICIAL 7/2	02012622	11002262	OFFICIAL-ADULT SOFTBALL	08/17/12	225194	408.00-
ALLEN, MATT							
Sum							408.00-
00002 ANOINTED HANDS CLEANING	SERVICE 7/12	00126278	11002227	SERV 7/12 GRNDS MNT OFFICE	08/17/12	225196	250.00-
ANOINTED HANDS CLEANING							
Sum							250.00-
00002 AUTO ARMATURE SERVICE IN	4897	00126387	11002253	BATTERY U#16977 GRNDS MAINT	08/17/12	225205	61.95-
AUTO ARMATURE SERVICE IN							
Sum							61.95-
00002 B S N SPORTS	94792889	00126073	11002220	BATTER BOX FOUNDATIONS-TATUM	08/17/12	225208	619.00-
B S N SPORTS							
Sum							619.00-
00002 BEAU RIVAGE	311367646 TE	00126327	11002238	TERRELL MML CONF 6/25-28	08/17/12	225212	462.00-
BEAU RIVAGE							
Sum							462.00-
00002 BELL, DEVON	OFFICIAL 7/2	02012622	11002263	OFFICIAL-ADULT SOFTBALL	08/17/12	225213	85.00-
BELL, DEVON							
Sum							85.00-
00002 BETTS, SHERMAN	OFFICIAL 7/2	02012622	11002264	OFFICIAL-ADULT SOFTBALL	08/17/12	225216	476.00-
BETTS, SHERMAN							
Sum							476.00-
00002 BOND, MARK	OFFICIAL 7/2	02012622	11002265	OFFICIAL-ADULT SOFTBALL	08/17/12	225220	274.00-
BOND, MARK							

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING AUGUST 17, 2012

Page - 24
Date - 08/16/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum							274.00-
00002 BRACKMAN MOWER WAREHOUSE	IN0113129	00125976	11002196	WEEDEATER REPR PTS	08/17/12	225223	231.40-
00002 BRACKMAN MOWER WAREHOUSE	0113172	00126076	11002197	WEEDEATER REPR PTS	08/17/12	225223	66.00-
00002 BRACKMAN MOWER WAREHOUSE	IN0113388	00126179	11002235	MOWER REPR PTS GRNDS MAINT	08/17/12	225223	719.31-
00002 BRACKMAN MOWER WAREHOUSE	IN0113675	00126382	11002254	WEEDEATER SUPP GRNDS MAINT	08/17/12	225223	66.00-
BRACKMAN MOWER WAREHOUSE							
Sum							1,082.71-
00002 BUCKHAULTS ELECTRIC SERV	PO#125524 7/	00125524	11002224	LIGHT REPR TMBRTN/DAHER FLDS	08/17/12	225226	510.00-
BUCKHAULTS ELECTRIC SERV							
Sum							510.00-
00002 BURKE, HOWARD	OFFICIAL 7/2	02012622	11002266	OFFICIAL-ADULT SOFTBALL	08/17/12	225227	255.00-
BURKE, HOWARD							
Sum							255.00-
00002 CITY OF HATTIESBURG FUND	08/08/12	02012611	11002229	TRF 1ST 8/12 PAYROLL	08/08/12	35869	53,160.47-
CITY OF HATTIESBURG FUND							
Sum							53,160.47-
00002 CLEMTS HARDWARE	103329	00125769	11002187	WATER COOLERS CITY EVENTS	08/17/12	225242	260.00-
CLEMTS HARDWARE							
Sum							260.00-
00002 COMMERCIAL STATIONERY CO	331358-0	00125418	11002255	OFFICE SUPP SIGLER/OLD Y CNTR	08/17/12	225245	137.98-
COMMERCIAL STATIONERY CO							
Sum							137.98-
00002 COMSOUTH	166224	00125947	11002193	RADIO REPR U#16288	08/17/12	225247	80.00-
COMSOUTH							
Sum							80.00-
00002 CONNOLLY, BRENDON	SPORTS SERVS	02012623	11002288	SPORTS SUPPORT SERVICES	08/17/12	225248	90.00-
CONNOLLY, BRENDON							
Sum							90.00-
00002 CURTIS, GEORGE	SPORTS SERVS	02012623	11002289	SPORTS SUPPORT SERVICES	08/17/12	225257	266.00-
CURTIS, GEORGE							
Sum							266.00-
00002 CURTIS, MALCOLM	OFFICIAL 7/2	02012622	11002267	OFFICIAL-ADULT SOFTBALL	08/17/12	225258	340.00-
CURTIS, MALCOLM							
Sum							340.00-
00002 DAVIS, TYRSE	SPORTS SERVS	02012623	11002290	SPORTS SUPPORT SERVICES	08/17/12	225260	126.00-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING AUGUST 17, 2012

Page - 25
Date - 08/16/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
DAVIS, TYRSE							
Sum							126.00-
00002 DIXON, TIMOTHY	OFFICIAL 7/2	02012622	11002268	OFFICIAL-ADULT SOFTBALL	08/17/12	225264	408.00-
DIXON, TIMOTHY							
Sum							408.00-
00002 DUNAGIN PEST CONTROL(PRE	8533095	00126538	11002258	SENTRICON SERV DAHMER POOL	08/17/12	225268	56.25-
00002 DUNAGIN PEST CONTROL(PRE	8533110	00126538	11002259	SENTRICON SERV GRNDS MAINT	08/17/12	225268	73.75-
00002 DUNAGIN PEST CONTROL(PRE	8533111	00020124	11002314	SRV QTR 7-9/12 MAINT BLDG	08/17/12	225268	54.00-
00002 DUNAGIN PEST CONTROL(PRE	8533089	00020124	11002315	SRV QTR 7-9/12 CARPENTER	08/17/12	225268	54.00-
00002 DUNAGIN PEST CONTROL(PRE	8533085	00020124	11002316	SRV QTR 7-9/12 BOYS BRHD	08/17/12	225268	54.00-
00002 DUNAGIN PEST CONTROL(PRE	8533088	00020124	11002317	SRV QTR 7-9/12 CAMERON FLD	08/17/12	225268	54.00-
00002 DUNAGIN PEST CONTROL(PRE	8533094	00020124	11002318	SRV QTR 7-9/12 DAHMER POOL	08/17/12	225268	54.00-
00002 DUNAGIN PEST CONTROL(PRE	8533122	00020124	11002319	SRV QTR 7-9/12 TATUM SOCCR	08/17/12	225268	135.00-
00002 DUNAGIN PEST CONTROL(PRE	8533124	00020124	11002320	SRV QTR 7-9/12 TIMBERTON	08/17/12	225268	81.00-
DUNAGIN PEST CONTROL(PRE							
Sum							616.00-
00002 DUNMORE, JOHNATHAN	SPORTS SERVS	02012623	11002291	SPORTS SUPPORT SERVICES	08/17/12	225269	259.00-
DUNMORE, JOHNATHAN							
Sum							259.00-
00002 EASTERLING, ISIAIAH (POLL	OFFICIAL 7/2	02012622	11002269	OFFICIAL-ADULT SOFTBALL	08/17/12	225270	408.00-
EASTERLING, ISIAIAH (POLL							
Sum							408.00-
00002 ECONOMY SUPPLY CO	175271	00125694	11002205	PLAYGRND ANCHOR MATL-CHAIN PK	08/17/12	225272	47.25-
ECONOMY SUPPLY CO							
Sum							47.25-
00002 EDWARDS, HELEN	SPORTS SERVS	02012623	11002292	SPORTS SUPPORT SERVICES	08/17/12	225274	175.00-
EDWARDS, HELEN							
Sum							175.00-
00002 EDWARDS, PETER J	SPORTS SERVS	02012623	11002293	SPORTS SUPPORT SERVICES	08/17/12	225275	200.00-
EDWARDS, PETER J							
Sum							200.00-
00002 ELKINS WHOLESALE INC	148594-00	00126177	11002203	JANIT SUPP GRNDS MAINT	08/17/12	225276	185.87-
00002 ELKINS WHOLESALE INC	149406-00	00126380	11002248	JANIT SUPP GRNDS MAINT	08/17/12	225276	418.90-
ELKINS WHOLESALE INC							
Sum							604.77-
00002 ESPENOSA, JULIO	SPORTS SERVS	02012623	11002294	SPORTS SUPPORT SERVICES	08/17/12	225278	40.00-
ESPENOSA, JULIO							
Sum							40.00-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING AUGUST 17, 2012

Page - 26
Date - 08/16/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00002 ESTERS, WILLARD (BUTCH)	OFFICIAL 7/2	02012622	11002270	OFFICIAL-ADULT SOFTBALL	08/17/12	225279	255.00-
ESTERS, WILLARD (BUTCH) Sum							255.00-
00002 FAIRLEY, WILLIAM (VASTON	SPORTS SERVS	02012623	11002295	SPORTS SUPPORT SERVICES	08/17/12	225281	300.00-
FAIRLEY, WILLIAM (VASTON Sum							300.00-
00002 FERGUSON ENTERPRISES INC	1147290	00125968	11002232	WATER COOLERS DUNCAN LAKE	08/17/12	225284	750.00-
00002 FERGUSON ENTERPRISES INC	CM067579	00125968	11002237	CREDIT RETURN	08/17/12	225284	375.00
00002 FERGUSON ENTERPRISES INC	1147911	00126126	11002239	WATER COOLER DUNCAN LAKE	08/17/12	225284	375.00-
FERGUSON ENTERPRISES INC Sum							750.00-
00002 FERRELL, JOEL	OFFICIAL 7/2	02012622	11002271	OFFICIAL-ADULT SOFTBALL	08/17/12	225285	68.00-
FERRELL, JOEL Sum							68.00-
00002 G & K SERVICES	1035286434	00126188	11002207	UNIFORMS 7/03 GRNDS MAINT	08/17/12	225295	96.00-
00002 G & K SERVICES	1035288493	00126188	11002208	UNIFORMS 7/10 GRNDS MAINT	08/17/12	225295	96.00-
00002 G & K SERVICES	1035290614	00126188	11002209	UNIFORMS 7/17 GRNDS MAINT	08/17/12	225295	96.00-
00002 G & K SERVICES	1035292673	00126188	11002210	UNIFORMS 7/24 GRNDS MAINT	08/17/12	225295	96.00-
00002 G & K SERVICES	1035294743	00126188	11002211	UNIFORMS 7/31 GRNDS MAINT	08/17/12	225295	96.00-
00002 G & K SERVICES	1035286454	00126189	11002212	MATS 7/03 GRNDS MAINT	08/17/12	225295	3.50-
00002 G & K SERVICES	1035288494	00126189	11002213	MATS 7/10 GRNDS MAINT	08/17/12	225295	3.50-
00002 G & K SERVICES	1035290615	00126189	11002214	MATS 7/17 GRNDS MAINT	08/17/12	225295	3.50-
00002 G & K SERVICES	1035292674	00126189	11002215	MATS 7/24 GRNDS MAINT	08/17/12	225295	3.50-
00002 G & K SERVICES	1035294744	00126189	11002216	MATS 7/31 GRNDS MAINT	08/17/12	225295	3.50-
G & K SERVICES Sum							497.50-
00002 GALVIN, KRISTIN	SPORTS SERVS	02012623	11002296	SPORTS SUPPORT SERVICES	08/17/12	225298	266.00-
GALVIN, KRISTIN Sum							266.00-
00002 GREEN FOREST NURSERY INC	19296	00125939	11002186	LANDSCAPE PLANTS CHAIN PARK	08/17/12	225303	221.00-
GREEN FOREST NURSERY INC Sum							221.00-
00002 GRIFFIN, GABRIEL	OFFICIAL 7/2	02012622	11002272	OFFICIAL-ADULT SOFTBALL	08/17/12	225305	289.00-
GRIFFIN, GABRIEL Sum							289.00-
00002 HARRIS, DRE	SPORTS SERVS	02012623	11002297	SPORTS SUPPORT SERVICES	08/17/12	225311	175.00-
HARRIS, DRE Sum							175.00-
00002 HOSKINS, JAZAMINE	SPORTS SERVS	02012623	11002298	SPORTS SUPPORT SERVICES	08/17/12	225317	266.00-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING AUGUST 17, 2012

Page 27
Date - 08/16/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
HOSKINS, JAZAMINE Sum							266.00-
00002 JET CONSTRUCTION	1487	00125897	11002185	MASON SAND TATUM BALLFIELDS	08/17/12	225327	1,650.00-
JET CONSTRUCTION Sum							1,650.00-
00002 JONES, ANN	PETTY CASH 7	00126489	11002249	PETTY CASH GRNDS MAINT	08/17/12	225330	117.77-
JONES, ANN Sum							117.77-
00002 JONES, SUSIE	SENIOR CNTR	00126533	11002261	SENIOR CNTR COORD 8/15-30/12	08/17/12	225331	1,000.00-
JONES, SUSIE Sum							1,000.00-
00002 JORDAN, SARDE	SPORTS SERVS	02012623	11002299	SPORTS SUPPORT SERVICES	08/17/12	225332	56.00-
JORDAN, SARDE Sum							56.00-
00002 JORDAN, THOMAS MICHAEL	OFFICIAL 7/2	02012622	11002273	OFFICIAL-ADULT SOFTBALL	08/17/12	225333	493.00-
JORDAN, THOMAS MICHAEL Sum							493.00-
00002 KEITH, COREY	OFFICIAL 7/2	02012622	11002274	OFFICIAL-ADULT SOFTBALL	08/17/12	225335	68.00-
KEITH, COREY Sum							68.00-
00002 KEYS, MECHEKA	SPORTS SERVS	02012623	11002300	SPORTS SUPPORT SERVICES	08/17/12	225337	252.00-
KEYS, MECHEKA Sum							252.00-
00002 KEYS, TRAVIS	OFFICIAL 7/2	02012622	11002275	OFFICIAL-ADULT FLAG FTBALL	08/17/12	225338	80.00-
KEYS, TRAVIS Sum							80.00-
00002 KIRKSEY, NANCY JONES	SPORTS SERVS	02012623	11002301	SPORTS SUPPORT SERVICES	08/17/12	225339	200.00-
KIRKSEY, NANCY JONES Sum							200.00-
00002 KNOX, CLEMON	OFFICIAL 7/2	02012622	11002276	OFFICIAL-ADULT SOFTBALL	08/17/12	225340	255.00-
KNOX, CLEMON Sum							255.00-
00002 LADD'S	2042159	00125768	11002198	SOD CUTTER WHEEL U#12184	08/17/12	225342	63.50-
00002 LADD'S	2042159 FRT	00126164	11002199	FRT CHGS PO#125768	08/17/12	225342	11.17-
00002 LADD'S	2042616	00126298	11002245	SOD CUTTER BLADE U#17081	08/17/12	225342	124.30-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING AUGUST 17, 2012

Page - 28
Date - 08/16/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
LADD'S Sum							198.97-
00002 LANCASTER'S MACHINE & WE	20890	00126159	11002200	WELDING REPR U#17011	08/17/12	225344	118.00-
LANCASTER'S MACHINE & WE Sum							118.00-
00002 LARK POOL (S&T ASSOC)	1155913	00124503	11002218	POOL MAINT 7/12	08/17/12	225345	2,095.00-
00002 LARK POOL (S&T ASSOC)	1155755	00126205	11002247	REPRS REC CNTR POOL	08/17/12	225345	1,360.00-
LARK POOL (S&T ASSOC) Sum							3,455.00-
00002 LEE, MARCUS		SPORTS SERVS 02012623	11002302	SPORTS SUPPORT SERVICES	08/17/12	225347	175.00-
LEE, MARCUS Sum							175.00-
00002 MAGEE, DENVER		OFFICIAL 7/2 02012622	11002277	OFFICIAL-ADULT SOFTBALL	08/17/12	225352	204.00-
MAGEE, DENVER Sum							204.00-
00002 MCELHANEY PLUMBING INC	198608	00126116	11002233	PLUMB SUPP CULTURAL CN RESTRM	08/17/12	225355	86.79-
00002 MCELHANEY PLUMBING INC	198444	00126270	11002234	PLUMB SUPP TATUM SOFTBALL	08/17/12	225355	39.95-
MCELHANEY PLUMBING INC Sum							126.74-
00002 MCNAIR, EVELENE		OFFICIAL 7/2 02012622	11002278	OFFICIAL-ADULT SOFTBALL	08/17/12	225357	595.00-
MCNAIR, EVELENE Sum							595.00-
00002 MIKE'S TIRE & WHEEL CO	2161993	00126043	11002223	TIRES U#9167 GRNDS MAINT	08/17/12	225361	598.00-
00002 MIKE'S TIRE & WHEEL CO	2162095	00126385	11002246	TIRES U#17566 GRNDS MAINT	08/17/12	225361	39.66-
MIKE'S TIRE & WHEEL CO Sum							637.66-
00002 MILLER, CLIFF		OFFICIAL 7/2 02012622	11002279	OFFICIAL-ADULT SOFTBALL	08/17/12	225362	340.00-
MILLER, CLIFF Sum							340.00-
00002 MINGO, DEMYRON MANDELA		OFFICIAL 7/2 02012622	11002280	OFFICIAL-ADULT SOFTBALL	08/17/12	225363	425.00-
MINGO, DEMYRON MANDELA Sum							425.00-
00002 MS POWER COMPANY		8/12 PKS/REC 00201221	11002313	MNTHLY ELEC-PARKS & REC	08/17/12	225370	1,688.28-
MS POWER COMPANY Sum							1,688.28-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING AUGUST 17, 2012

Page 29
Date - 08/16/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00002 MS STATE/EMP SECURITY CO	92-00131 PKS	00126231	11002202	UNEMP BENEFITS 4/12-6/12 P/R	08/17/12	225372	1,092.92-
MS STATE/EMP SECURITY CO Sum							1,092.92-
00002 NAPA AUTO PARTS	472769	00125982	11002184	MOTOR OIL GRNDS MAINT UNITS	08/17/12	225378	81.36-
NAPA AUTO PARTS Sum							81.36-
00002 NEWELL PAPER COMPANY	540686	00126175	11002231	WASP SPRAY GNDS MAINT	08/17/12	225382	144.00-
NEWELL PAPER COMPANY Sum							144.00-
00002 PATTERSON, ISIAH	OFFICIAL 7/2	02012622	11002281	OFFICIAL-ADULT SOFTBALL	08/17/12	225392	544.00-
PATTERSON, ISIAH Sum							544.00-
00002 PINE BELT TROPHY	PO#126213 8/	00126213	11002236	SOCCER LEAGUE TROPHY	08/17/12	225403	60.00-
00002 PINE BELT TROPHY	PO#125729 7/	00125729	11002240	YOUTH BASEBALL TROPHIES	08/17/12	225403	264.00-
00002 PINE BELT TROPHY	PO#125730 7/	00125730	11002241	ADULT SOFTBALL TROPHIES	08/17/12	225403	480.00-
PINE BELT TROPHY Sum							804.00-
00002 PIONEER MANUFACTURING CO	INV448248	00125751	11002191	PAINT STRIPER REPR PTS	08/17/12	225404	27.90-
00002 PIONEER MANUFACTURING CO	INV450262	00126210	11002256	BALLFIELD PAINT GRNDS MAINT	08/17/12	225404	2,043.50-
00002 PIONEER MANUFACTURING CO	INV450262 FR	00126212	11002257	FRT CHGS PO#126210	08/17/12	225404	30.00-
PIONEER MANUFACTURING CO Sum							2,101.40-
00002 POPE, KYM	SPORTS SERVS	02012623	11002303	SPORTS SUPPORT SERVICES	08/17/12	225407	175.00-
POPE, KYM Sum							175.00-
00002 POWELL, RANDY	OFFICIAL 7/2	02012622	11002282	OFFICIAL-ADULT SOFTBALL	08/17/12	225408	187.00-
00002 POWELL, RANDY	SPORTS SERVS	02012623	11002304	SPORTS SUPPORT SERVICES	08/17/12	225408	294.00-
POWELL, RANDY Sum							481.00-
00002 RAWLS, TANISHA	SPORTS SERVS	02012623	11002305	SPORTS SUPPORT SERVICES	08/17/12	225416	574.00-
RAWLS, TANISHA Sum							574.00-
00002 REVIES, TERRACE	SPORTS SERVS	02012623	11002306	SPORTS SUPPORT SERVICES	08/17/12	225419	175.00-
REVIES, TERRACE Sum							175.00-
00002 SHERWIN-WILLIAMS COMPANY	9704-7	00125728	11002192	PAINT SUPP UNETTA ST GYM	08/17/12	225435	77.43-
00002 SHERWIN-WILLIAMS COMPANY	0358-1	00126186	11002206	PAINT SUPP CAMERON FLD BLDGS	08/17/12	225435	34.24-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING AUGUST 17, 2012

Page - 30
Date - 08/16/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00002 SHERWIN-WILLIAMS COMPANY	9924-1	00125900	11002250	QUICK STRIPE PAINT-TATUM BB	08/17/12	225435	44.28-
00002 SHERWIN-WILLIAMS COMPANY	0379-7	00125900	11002251	QUICK STRIPE PAINT TATUM BB	08/17/12	225435	88.56-
00002 SHERWIN-WILLIAMS COMPANY	0388-8	00125900	11002252	QUICK STRIPE PAINT TATUM BB	08/17/12	225435	44.28-
SHERWIN-WILLIAMS COMPANY Sum							288.79-
00002 SIMPSON, ARTIS	SPORTS SERVS	02012623	11002307	SPORTS SUPPORT SERVICES	08/17/12	225437	217.00-
SIMPSON, ARTIS Sum							217.00-
00002 SIMPSON, ERICA	SPORTS SERVS	02012623	11002308	SPORTS SUPPORT SERVICES	08/17/12	225438	112.00-
SIMPSON, ERICA Sum							112.00-
00002 SIMPSON, LYNN	OFFICIAL 7/2	02012622	11002283	OFFICIAL-ADULT SOFTBALL	08/17/12	225439	51.00-
SIMPSON, LYNN Sum							51.00-
00002 SIMPSON, NELDA	SPORTS SERVS	02012623	11002309	SPORTS SUPPORT SERVICES	08/17/12	225440	21.00-
SIMPSON, NELDA Sum							21.00-
00002 SOLAR SUPPLY INC	3434449	00126403	11002243	A/C REPR PTS TATUM SOFTBALL	08/17/12	225444	118.49-
SOLAR SUPPLY INC Sum							118.49-
00002 SOUTHERN ATHLETIC FIELDS	29121	00125708	11002188	INFIELD CONDITIONER TATUM BB	08/17/12	225446	400.00-
00002 SOUTHERN ATHLETIC FIELDS	29199	00125896	11002189	INFIELD CONDITIONER TATUM BB	08/17/12	225446	900.00-
SOUTHERN ATHLETIC FIELDS Sum							1,300.00-
00002 SOUTHERN MS PINE STRAW	7626	00126041	11002204	PINE STRAW CHAIN PARK	08/17/12	225449	500.00-
00002 SOUTHERN MS PINE STRAW	7307	00126269	11002242	PINE STRAW CHAIN PARK	08/17/12	225449	225.00-
SOUTHERN MS PINE STRAW Sum							725.00-
00002 TERRELL, WINSTON	OFFICIAL 7/2	02012622	11002284	OFFICIAL-ADULT SOFTBALL	08/17/12	225460	204.00-
TERRELL, WINSTON Sum							204.00-
00002 TITAN GRAPHIC	1379	00125747	11002201	UNIFORMS DIXIE MAJORS 2012	08/17/12	225463	1,024.00-
00002 TITAN GRAPHIC	1360	00125479	11002217	UNIFORMS DIXIE MAJORS	08/17/12	225463	1,047.00-
TITAN GRAPHIC Sum							2,071.00-
00002 TROTTER, COREY	OFFICIAL 7/2	02012622	11002285	OFFICIAL-ADULT SOFTBALL	08/17/12	225465	391.00-

Page - 32
Date - 08/16/12

Sum

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING AUGUST 17, 2012

Page 33
Date - 08/16/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
PAYROLL FUND							
00006 A DOLLAR CASH ADVANCE (G 3887		02012206	11000611	GARNISHMENT	08/02/12	16795	64.41-
A DOLLAR CASH ADVANCE (G							64.41-
Sum							
00006 ADVANCED RECOVERY SYSTEM 08/02/12		02012206	11000597	GARNISHMENT	08/02/12	16781	386.27-
ADVANCED RECOVERY SYSTEM							386.27-
Sum							
00006 ADVANTAGE FINANCIAL SERV 9369		02012206	11000589	GARNISHMENT	08/02/12	16773	353.47-
ADVANTAGE FINANCIAL SERV							353.47-
Sum							
00006 CHILD SUPPORT ENFORCEMEN 3871		02012200	11000573	CHILD SUPPORT	08/02/12	16756	200.00-
00006 CHILD SUPPORT ENFORCEMEN 3601		02012200	11000572	CHILD SUPPORT	08/02/12	16755	465.36-
CHILD SUPPORT ENFORCEMEN							665.36-
Sum							
00006 COUCH CONVILLE AND BLITT 3768		02012206	11000588	GARNISHMENT	08/02/12	16772	150.66-
COUCH CONVILLE AND BLITT							150.66-
Sum							
00006 CREDIT BUREAU CENTRAL 8564		02012206	11000596	GARNISHMENT	08/02/12	16780	161.05-
CREDIT BUREAU CENTRAL							161.05-
Sum							
00006 EDWARDS, THOMAS (REFUND) 08/09/12		02012217	11000615	REFUND FOR HEALTH INS W/H	08/09/12	16801	638.00-
EDWARDS, THOMAS (REFUND)							638.00-
Sum							
00006 FAMILY SUPPORT PAYMENT C 9865		02012200	11000576	CHILD SUPPORT	08/02/12	16759	700.00-
FAMILY SUPPORT PAYMENT C							700.00-
Sum							
00006 FIRST FINANCIAL LOANS (G 2960		02012206	11000592	GARNISHMENT	08/02/12	16776	309.62-
FIRST FINANCIAL LOANS (G							309.62-
Sum							
00006 FIRST TOWER LOAN (GARN 3492		02012206	11000599	GARNISHMENT	08/02/12	16783	201.91-
00006 FIRST TOWER LOAN (GARN 1885		02012206	11000604	GARNISHMENT	08/02/12	16788	451.37-
FIRST TOWER LOAN (GARN							653.28-
Sum							
00006 FORREST CTY CHANCERY COU 08/02/12		02012201	11000559	CHILD SUPPORT	08/02/12	16742	967.00-
FORREST CTY CHANCERY COU							967.00-
Sum							

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING AUGUST 17, 2012

Page - 35
Date - 08/16/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00006 MARENGO COUNTY CIRCUIT C	8965	02012206	11000602	GARNISHMENT	08/02/12	16786	75.00-
MARENGO COUNTY CIRCUIT C Sum							75.00-
00006 MENDELSON LAW FIRM (GARN	08/02/12	02012206	11000605	GARNISHMENT	08/02/12	16789	377.48-
MENDELSON LAW FIRM (GARN Sum							377.48-
00006 NEBRASKA CHILD SUPPORT (	4840	02012200	11000577	CHILD SUPPORT	08/02/12	16760	656.45-
NEBRASKA CHILD SUPPORT (Sum							656.45-
00006 RAMEY'S INC (GARN)	9747	02012206	11000606	GARNISHMENT	08/02/12	16790	531.29-
RAMEY'S INC (GARN) Sum							531.29-
00006 REPUBLIC FINANCE INC (G	3629	02012206	11000608	GARNISHMENT	08/02/12	16792	151.91-
REPUBLIC FINANCE INC (G Sum							151.91-
00006 SIMPSON LAW FIRM PA (GAR	9886	02012206	11000590	GARNISHMENT	08/02/12	16774	173.41-
SIMPSON LAW FIRM PA (GAR Sum							173.41-
00006 STEVEN D SLADE (GARN)	0474	02012206	11000600	GARNISHMENT	08/02/12	16784	654.16-
STEVEN D SLADE (GARN) Sum							654.16-
00006 STOKES & CLINTON PC (GAR	08/02/12	02012206	11000609	GARNISHMENT	08/02/12	16793	566.73-
STOKES & CLINTON PC (GAR Sum							566.73-
00006 TEXAS CHILD SUPPORT SOU	6226	02012200	11000575	CHILD SUPPORT	08/02/12	16758	500.00-
TEXAS CHILD SUPPORT SOU Sum							500.00-
00006 TRANSAMERICA LIFE	08/02/12	02012212	11000562	BURIAL INSURANCE PREMIUM 7/12	08/02/12	16745	368.38-
TRANSAMERICA LIFE Sum							368.38-
00006 U S DEPT OF TREASURY (GA	9574	02012206	11000591	GARNISHMENT	08/02/12	16775	164.42-
U S DEPT OF TREASURY (GA Sum							164.42-
00006 UNITED HEALTHCARE INS CO	08/02/12	02012214	11000564	PREMIUM DUE 8/12 COVERAGE	08/02/12	16747	3,568.36-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING AUGUST 17, 2012

Page 37
Date - 08/16/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER & SEWER OPERATION/MAINT.							
00009 AAMCO TRANS/AUTOMOTIVE S	124546	00126225	11001557	REPR PTS U#13510 TRANS	08/17/12	225186	596.43-
00009 AAMCO TRANS/AUTOMOTIVE S	124227	00126299	11001594	REPRS U#12689 TRANS	08/17/12	225186	1,300.00-
AAMCO TRANS/AUTOMOTIVE S							
Sum							1,896.43-
00009 ALLBRITTON CHAIN SAW & L	21955	00126428	11001582	FILTERS U#13560 PLANT	08/17/12	225193	98.65-
ALLBRITTON CHAIN SAW & L							
Sum							98.65-
00009 AUTO ARMATURE SERVICE IN	5247	00126124	11001537	BATTERY USM SEWER	08/17/12	225205	119.95-
00009 AUTO ARMATURE SERVICE IN	4865	00125822	11001546	BATTERY USM LIFT STA	08/17/12	225205	119.95-
00009 AUTO ARMATURE SERVICE IN	4706	00126506	11001583	LAWNMOWER BATTERY PLANT	08/17/12	225205	61.95-
AUTO ARMATURE SERVICE IN							
Sum							301.85-
00009 AUTO TRIM	5735	00125319	11001552	LETTERS U#18587 PLANT	08/17/12	225206	35.00-
00009 AUTO TRIM	5734	00125315	11001554	LETTERS U#18588 SEWER	08/17/12	225206	35.00-
AUTO TRIM							
Sum							70.00-
00009 BEAU RIVAGE	311367646 BO	00126327	11001563	BOUTWELL MML CONF 6/25-28	08/17/12	225212	462.00-
BEAU RIVAGE							
Sum							462.00-
00009 BLOSSMAN GAS INC	327980	00126118	11001526	PROPANE-FORKLIFT-PLANT	08/17/12	225218	26.00-
BLOSSMAN GAS INC							
Sum							26.00-
00009 BONNER ANALYTICAL TESTIN	50298	00126192	11001542	BOIL WTR SAMPLES 7/25,26 PLT	08/17/12	225221	100.00-
00009 BONNER ANALYTICAL TESTIN	50348	00126329	11001558	REPEAT 7/12 NORTH LAGOON	08/17/12	225221	194.50-
BONNER ANALYTICAL TESTIN							
Sum							294.50-
00009 CAMPER CITY OF HATTIESBU	25228	00126163	11001541	TOOL BOX U#18587 PLANT	08/17/12	225231	588.99-
CAMPER CITY OF HATTIESBU							
Sum							588.99-
00009 CENTRAL PIPE SUPPLY INC	R71983	00125543	11001520	ROUND PINT SHOVELS-TRANS	08/17/12	225234	373.34-
00009 CENTRAL PIPE SUPPLY INC	R72593	00125543	11001521	ROUND POINT SHOVEL-TRANS	08/17/12	225234	33.94-
00009 CENTRAL PIPE SUPPLY INC	R70464	00124926	11001522	PLUMB SUPP TRANS	08/17/12	225234	530.00-
00009 CENTRAL PIPE SUPPLY INC	R72263	00124926	11001523	PLUMB SUPP TRANS	08/17/12	225234	265.00-
CENTRAL PIPE SUPPLY INC							
Sum							1,202.28-
00009 CERTIFIED LABORATORIES	815220	00126266	11001579	CHEMICALS SEWER/LAGOON	08/17/12	225235	13,686.75-
CERTIFIED LABORATORIES							

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING AUGUST 17, 2012

Page 38
Date - 08/16/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum							13,686.75-
00009 CHLORINATION & CONTROLS	3724	00126195	11001562	PLUMB SUPP LAGOON	08/17/12	225238	976.95-
CHLORINATION & CONTROLS							976.95-
Sum							976.95-
00009 CITY OF HATTIESBURG FUND	08/08/12	02012611	11001556	TRF 1ST 8/12 PAYROLL	08/08/12	21605	72,536.36-
CITY OF HATTIESBURG FUND							72,536.36-
Sum							72,536.36-
00009 COBURN'S SUPPLY CO INC	605089784	00125259	11001527	PLUMB SUPP PLANT	08/17/12	225243	867.49-
00009 COBURN'S SUPPLY CO INC	605009862	00125297	11001538	PLUMB SUPP TRANS STOCK	08/17/12	225243	1,041.12-
00009 COBURN'S SUPPLY CO INC	605009862-1	00125297	11001539	PLUMB SUPP TRANS STOCK	08/17/12	225243	451.20-
COBURN'S SUPPLY CO INC							2,359.81-
Sum							2,359.81-
00009 COMSOUTH	166172	00126148	11001570	REPR SPARE RADIO PLANT	08/17/12	225247	249.00-
00009 COMSOUTH	166173	00126148	11001571	REPR SPARE RADIO PLANT	08/17/12	225247	209.00-
00009 COMSOUTH	166174	00126148	11001572	REPR SPARE RADIO PLANT	08/17/12	225247	209.00-
00009 COMSOUTH	166175	00126148	11001573	REPR SPARE RADIO PLANT	08/17/12	225247	209.00-
00009 COMSOUTH	166176	00126148	11001574	REPR SPARE RADIO PLANT	08/17/12	225247	134.00-
00009 COMSOUTH	166189	00126148	11001575	REPR SPARE RADIO PLANT	08/17/12	225247	149.70-
COMSOUTH							1,159.70-
Sum							1,159.70-
00009 CONTROL SYSTEMS INC	45806	00126295	11001559	REPRS RICHBURG TANK	08/17/12	225249	271.00-
00009 CONTROL SYSTEMS INC	45820	00126295	11001560	REPRS PLT #2	08/17/12	225249	96.92-
00009 CONTROL SYSTEMS INC	45821	00126295	11001561	REPRS PLT #1	08/17/12	225249	766.36-
CONTROL SYSTEMS INC							1,134.28-
Sum							1,134.28-
00009 COURTESY MOTORS INC	385972	00126292	11001566	REPR PTS U#11520 TRANS	08/17/12	225252	61.03-
COURTESY MOTORS INC							61.03-
Sum							61.03-
00009 DEVINEY EQUIPMENT	IV96471	00125927	11001550	REPRS MINI TRACK KABOTA-TRANS	08/17/12	225262	1,040.43-
00009 DEVINEY EQUIPMENT	IV96887	00126217	11001567	REPR PTS U#16050 TRANS	08/17/12	225262	81.22-
DEVINEY EQUIPMENT							1,121.65-
Sum							1,121.65-
00009 DUNAGIN PEST CONTROL(PRE	8533129	00020124	11001587	SRV QTR 7-9/12 WTR OFFICE	08/17/12	225268	54.00-
00009 DUNAGIN PEST CONTROL(PRE	8533126	00020124	11001588	SRV QTR 7-9/12 PLT-LOWER	08/17/12	225268	54.00-
00009 DUNAGIN PEST CONTROL(PRE	8533127	00020124	11001589	SRV QTR 7-9/12 PLT-UPPER	08/17/12	225268	54.00-
00009 DUNAGIN PEST CONTROL(PRE	8533130	00020124	11001590	SRV QTR 7-9/12 PLT-JAMES	08/17/12	225268	56.70-
00009 DUNAGIN PEST CONTROL(PRE	8533086	00020124	11001591	SRV QTR 7-9/12 BURKETT	08/17/12	225268	45.00-
00009 DUNAGIN PEST CONTROL(PRE	8533097	00020124	11001592	SRV QTR 7-9/12 E LAUREL	08/17/12	225268	45.00-
00009 DUNAGIN PEST CONTROL(PRE	8533113	00020124	11001593	SRV QTR 7-9/12 N LAGOON	08/17/12	225268	45.00-
DUNAGIN PEST CONTROL(PRE							353.70-
Sum							353.70-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING AUGUST 17, 2012

Page - 40
Date - 08/16/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00009 NAPA AUTO PARTS	472563	00126009	11001540	BRAKE CYL U#9222 TRANS	08/17/12	225378	43.32-
00009 NAPA AUTO PARTS	472802	00125879	11001548	REPR PTS U#14128 SEWER	08/17/12	225378	12.72-
00009 NAPA AUTO PARTS	472804	00125671	11001553	REPR PTS U#10381 SEWER	08/17/12	225378	15.94-
00009 NAPA AUTO PARTS	473330	00126293	11001568	EQUIP/SUPP SEWER DEPT	08/17/12	225378	121.73-
NAPA AUTO PARTS Sum							193.71-
00009 NEWELL PAPER COMPANY	540202	00126052	11001519	COPY PAPER WATER OFFICE	08/17/12	225382	113.20-
NEWELL PAPER COMPANY Sum							113.20-
00009 NORLAB INC	70347	00126051	11001565	TOILET DYE STRIPS CUST ACCTS	08/17/12	225384	140.00-
NORLAB INC Sum							140.00-
00009 PEARL RIVER VALLEY EPA (8/12 W&SO&M		00201221	11001580	MNTHLY 8/12 PUBLIC SERVICES	08/17/12	225394	7,635.08-
PEARL RIVER VALLEY EPA (Sum							7,635.08-
00009 PINE BELT INDUSTRIAL SUP	4103520-0001	00124671	11001531	TURNBUCKLES-LAGOON	08/17/12	225400	304.00-
00009 PINE BELT INDUSTRIAL SUP	4103520-0002	00124671	11001532	TURNBUCKLES-LAGOON	08/17/12	225400	456.00-
00009 PINE BELT INDUSTRIAL SUP	4104830-0001	00125861	11001533	PUMP EQUIP PTS MAMMOTH SPGS	08/17/12	225400	25.59-
00009 PINE BELT INDUSTRIAL SUP	4104830-0002	00125861	11001534	PUMP EQUIP PTS MAMMOTH SPGS	08/17/12	225400	79.04-
PINE BELT INDUSTRIAL SUP Sum							864.63-
00009 PUMP AND CONTROL SERVICE 413		00125928	11001547	MAINT/REPRS S LAGOON 7/23-26	08/17/12	225412	3,200.00-
00009 PUMP AND CONTROL SERVICE 414		00126146	11001569	MAINT/REPRS S LAGOON 7/30-8/2	08/17/12	225412	3,200.00-
PUMP AND CONTROL SERVICE Sum							6,400.00-
00009 PURVIS AUTO COLLISION	3096	00125753	11001524	REPR/ALIGNMENT U#9222 TRANS	08/17/12	225413	637.22-
00009 PURVIS AUTO COLLISION	3148	00126130	11001529	ALIGNMENT U#15232 PLANT	08/17/12	225413	47.00-
00009 PURVIS AUTO COLLISION	3126	00126012	11001530	MAINT/ALIGNMENT U#13061 SEWER	08/17/12	225413	199.80-
PURVIS AUTO COLLISION Sum							884.02-
00009 SCHWANDT, MARILYN T	PETTY CASH 6	00126398	11001564	PETTY CASH WATER OFFICE	08/17/12	225430	6.12-
SCHWANDT, MARILYN T Sum							6.12-
00009 SOUTHERN PINE ELECTRIC P 8/12 W&SO&M		00201221	11001585	MNTHLY 8/12 PUBLIC SERVICES	08/17/12	225450	490.73-
SOUTHERN PINE ELECTRIC P Sum							490.73-
00009 SPEEDY PRINTING & SIGNS	17054	00126220	11001581	POST CARDS WTR BILL OFFICE	08/17/12	225454	218.00-
SPEEDY PRINTING & SIGNS							

Page - 48
Date - 08/16/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
MASS TRANSIT FUND							
00073 AIRGAS USA LLC (NORDAN S	1171590 M TR	00126312	11000484	CYL RENT 7/12 MASS TRANSIT	08/17/12	225191	30.00-
AIRGAS USA LLC (NORDAN S Sum							30.00-
00073 AUTOMOTIVE GLASS SPECIAL I	1138922	00126070	11000482	WINDOW REPR U#18571	08/17/12	225207	135.00-
AUTOMOTIVE GLASS SPECIAL Sum							135.00-
00073 CITY OF HATTIESBURG FUND	08/08/12	02012611	11000483	TRF 1ST 8/12 PAYROLL	08/08/12	16800	17,051.72-
CITY OF HATTIESBURG FUND Sum							17,051.72-
00073 DUNAGIN PEST CONTROL(PRE	85331124	00020124	11000490	SRV QTR 7-9/12 MASS TRANS	08/17/12	225268	54.00-
DUNAGIN PEST CONTROL(PRE Sum							54.00-
00073 JOHNNY'S WRECKER SERVICE	20834	00126246	11000479	TOWING U#16234	08/17/12	225328	300.00-
JOHNNY'S WRECKER SERVICE Sum							300.00-
00073 MS STATE/EMP SECURITY CO	92-00131 M T	00126231	11000478	UNEMP BENEFITS 4/12-6/12 M T	08/17/12	225372	1,042.42-
MS STATE/EMP SECURITY CO Sum							1,042.42-
00073 NAPA AUTO PARTS	472807	00125710	11000481	REPR PTS U#16234,U#14953	08/17/12	225378	34.86-
NAPA AUTO PARTS Sum							34.86-
00073 OLD RIVER TRUCK SALES IN	10221630006	00124808	11000485	REPRS U#14952	08/17/12	225386	1,383.21-
00073 OLD RIVER TRUCK SALES IN	10221640003	00124871	11000486	REPRS U#14953	08/17/12	225386	414.20-
00073 OLD RIVER TRUCK SALES IN	10222010006	00125853	11000487	A/C REPR U#14952	08/17/12	225386	509.99-
00073 OLD RIVER TRUCK SALES IN	10222150001	00126200	11000488	REPRS U#14953	08/17/12	225386	2,714.42-
OLD RIVER TRUCK SALES IN Sum							5,021.82-
00073 UNIVERSITY DIRECTORIES	159402 28940	00126440	11000489	ADVERTISING	08/17/12	225477	1,500.00-
UNIVERSITY DIRECTORIES Sum							1,500.00-
00073 UNIVERSITY TIRE & SERVIC	413381	00126106	11000477	TIRES U#17382	08/17/12	225479	425.72-
UNIVERSITY TIRE & SERVIC Sum							425.72-
Sum							25,595.54-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING AUGUST 17, 2012

Page - 49
Date - 08/16/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
COMMUNITY CENTERS' FUND							
00077 A D T SECURITY SERVICES/	76022818	00126500	11000472	ALARM SYS REPR CULTURAL CNTR	08/17/12	225184	80.00-
00077 A D T SECURITY SERVICES/	75388818	00126502	11000473	SECURITY 8/12 CULTURAL CNTR	08/17/12	225184	93.96-
A D T SECURITY SERVICES/ Sum							173.96-
00077 ALL SOUTH PORTABLE SANIT	9152	00126209	11000464	PORTALETES CULT CNTR RESTRMS	08/17/12	225192	150.00-
ALL SOUTH PORTABLE SANIT Sum							150.00-
00077 CITY OF HATTIESBURG FUND	08/08/12	02012611	11000457	TRF 1ST 8/12 PAYROLL	08/08/12	35869	13,539.46-
CITY OF HATTIESBURG FUND Sum							13,539.46-
00077 COURTNEY'S RESTAURANT EQ	6965	00126110	11000455	ICE MACH MNT CE ROY, SHERRILL	08/17/12	225253	505.64-
00077 COURTNEY'S RESTAURANT EQ	6966	00126110	11000456	ICE MACH MAINT TRAIN DEPOT	08/17/12	225253	252.82-
COURTNEY'S RESTAURANT EQ Sum							758.46-
00077 CURTIS CUSTOM COUNTERTOP	PO#125944 8/	00125944	11000463	COUNTERTOPS CULT CNTR RESTRMS	08/17/12	225256	6,290.00-
CURTIS CUSTOM COUNTERTOP Sum							6,290.00-
00077 DUNAGIN PEST CONTROL(PRE	8533087	00020124	11000484	SRV ATR 7-9/12 CE ROY	08/17/12	225268	120.00-
00077 DUNAGIN PEST CONTROL(PRE	8533119	00020124	11000485	SRV QTR 7-9/12 SHERRILL	08/17/12	225268	120.00-
00077 DUNAGIN PEST CONTROL(PRE	8533120	00020124	11000486	SRV ATR 7-9/12 SIGLER	08/17/12	225268	54.00-
00077 DUNAGIN PEST CONTROL(PRE	8533118	00020124	11000487	SRV AQTR 7-9/12 REC CNTR	08/17/12	225268	54.00-
00077 DUNAGIN PEST CONTROL(PRE	8533093	00020124	11000488	SRV QTR 7-9/12 CULT CNTR	08/17/12	225268	54.00-
DUNAGIN PEST CONTROL(PRE Sum							402.00-
00077 ELKINS WHOLESALE INC	149190-00	00126323	11000471	JANIT SUPP COMM CNTRS	08/17/12	225276	417.38-
ELKINS WHOLESALE INC Sum							417.38-
00077 FERGUSON ENTERPRISES INC	1148679	00126275	11000461	PLUMB SUPP CULT CNTR RESTRMS	08/17/12	225284	1,104.76-
FERGUSON ENTERPRISES INC Sum							1,104.76-
00077 G & K SERVICES	1035288487	00126498	11000477	UNIFORMS 7/10 COMM CNTRS	08/17/12	225295	40.00-
00077 G & K SERVICES	1035290608	00126498	11000478	UNIFORMS 7/17 COMM CNTRS	08/17/12	225295	40.00-
00077 G & K SERVICES	1035292667	00126498	11000479	UNIFORMS 7/24 COMM CNTRS	08/17/12	225295	40.00-
00077 G & K SERVICES	1035294737	00126498	11000480	UNIFORMS 7/31 COMM CNTRS	08/17/12	225295	40.00-
00077 G & K SERVICES	1035296778	00126498	11000481	UNIFORMS 8/07 COMM CNTRS	08/17/12	225295	40.00-
G & K SERVICES Sum							200.00-
00077 GROVER BROS RESTAURANT &	185799	00126150	11000465	REFRIGERATOR SHERRILL CNTR	08/17/12	225306	2,479.00-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING AUGUST 17, 2012

Page 50
Date - 08/16/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
GROVER BROS RESTAURANT & Sum							2,479.00-
00077 JACKSON, RHONDA (REFUND)	SHERRILL CNT	02012621	11000470	DAMAGE DEPOSIT REFUND	08/17/12	225325	100.00-
JACKSON, RHONDA (REFUND) Sum							100.00-
00077 LOVER, AMANDA (REFUND)	CE ROY CNTR	02012621	11000468	DAMAGE DEPOSIT REFUND	08/17/12	225350	100.00-
LOVER, AMANDA (REFUND) Sum							100.00-
00077 MCELHANEY PLUMBING INC	199034	00126391	11000462	PLUMB SUPP SHERRILL CNTR	08/17/12	225355	73.40-
MCELHANEY PLUMBING INC Sum							73.40-
00077 MCGOWEN CHEMICAL CO INC	41506	00120866	11000476	PRESSURE WASH COMM CENTERS	08/17/12	225356	4,000.00-
MCGOWEN CHEMICAL CO INC Sum							4,000.00-
00077 MS POWER COMPANY	8/12 COMM CN	00201221	11000483	MNTHLY ELEC-COMM CNTRS	08/17/12	225370	5,116.55-
MS POWER COMPANY Sum							5,116.55-
00077 PACE ROOFING	1457	00126341	11000458	LEAK REPR SHERRILL CNTR	08/17/12	225390	425.00-
PACE ROOFING Sum							425.00-
00077 RUSSELL, TERESA (REFUND)	CULTURAL CNT	02012621	11000469	DAMAGE DEPOSIT REFUND	08/17/12	225424	300.00-
RUSSELL, TERESA (REFUND) Sum							300.00-
00077 SCHWANDT, MARILYN T	PETTY CASH 6	00126398	11000459	PETTY CASH COMM CNTRS	08/17/12	225429	15.50-
SCHWANDT, MARILYN T Sum							15.50-
00077 SMITH, COURTNEY (REFUND)	CE ROY CNTR	02012621	11000467	DAMAGE DEPOSIT REFUND	08/17/12	225441	125.00-
SMITH, COURTNEY (REFUND) Sum							125.00-
00077 SMITH, JIM SERVICES	816262	00126138	11000474	A/C REPR CULTURAL CNTR ROOF	08/17/12	225442	4,866.00-
SMITH, JIM SERVICES Sum							4,866.00-
00077 SOUTHERN PIPE & SUPPLY C	5912843-00	00126120	11000460	RPLCMNT FAUCETS CULTURAL CNTR	08/17/12	225451	1,490.00-
SOUTHERN PIPE & SUPPLY C							

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING AUGUST 17, 2012

Page - 52
Date - 08/16/12

Vendor

Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
'09 WATER METER PROJ FUND						
00078 UWS INC	1168	00120919	11000033 PARTIAL PYMT WATER METER WORK	08/01/12	35866	3,870.00-
00078 UWS INC	1167 & 1169	00120575	11000034 PARTIAL PYMT WATER METER WORK	08/01/12	35867	52,700.00-
00078 UWS INC	1166	00126169	11000035 COMMERCIAL WATER METER	08/17/12	225481	200.00-
UWS INC						
Sum						56,770.00-
Sum						56,770.00-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING AUGUST 17, 2012

Page 53
Date - 08/16/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
COMMUNITY DEVELOP. BLOCK GRANT							
00082 B & F TACTICAL STORE	080712	00126376	11000283	RENT UTILITIES MARKET INS ETC	08/09/12	35881	2,108.11-
B & F TACTICAL STORE							
Sum							2,108.11-
00082 BONNER ANALYTICAL TESTIN	VARIOUS	00126374	11000286	ASBESTOS TESTING/REHAB	08/09/12	35883	250.00-
00082 BONNER ANALYTICAL TESTIN	VARIOUS	00126374	11000287	ASBESTOS TESTING-REHAB	08/09/12	35884	75.00-
BONNER ANALYTICAL TESTIN							
Sum							325.00-
00082 BREAKTHROUGH COMMUNITY S	01 - DRAW #1	00126371	11000281	UTILITY ASSISTANCE PROGRAM	08/09/12	35879	3,429.73-
BREAKTHROUGH COMMUNITY S							
Sum							3,429.73-
00082 CARPENTERS HELPER, THE	7/3/12 MINUT	00125428	11000242	ROOF-815 IDA	08/05/12	35798	4,987.72-
CARPENTERS HELPER, THE							
Sum							4,987.72-
00082 CITY OF HATTIESBURG FUND	08/08/12	02012611	11000272	TRF 1ST 8/12 PAYROLL	08/08/12	35871	5,857.77-
CITY OF HATTIESBURG FUND							
Sum							5,857.77-
00082 EVE'S HOUSE INC (CDBG)	1002 - DRAW	00126377	11000284	TRAINING MATERIALS	08/09/12	35882	1,094.55-
EVE'S HOUSE INC (CDBG)							
Sum							1,094.55-
00082 FIRST TEE OF THE PINE BE	080712 - DRA	00126372	11000282	REIMBURSEMENTS	08/09/12	35880	2,979.82-
FIRST TEE OF THE PINE BE							
Sum							2,979.82-
00082 H'BURG AMERICAN ACCT #1	H12998 38816	00126318	11000273	PROOFS PUBLICATION 6-7/12	08/17/12	225307	91.22-
H'BURG AMERICAN ACCT #1							
Sum							91.22-
00082 LOCKHART CONSTRUCTION	080712 - 605	00125404	11000278	DEMOLITION COMPLETED	08/09/12	35876	5,800.00-
LOCKHART CONSTRUCTION							
Sum							5,800.00-
00082 MCGEE, EARNESTINE (CDBG)	070312 - 310	00126378	11000277	TEMP RELOC 7/20-8/19/12	08/09/12	35875	650.00-
MCGEE, EARNESTINE (CDBG)							
Sum							650.00-
00082 MS STATE/EMP SECURITY CO	92-00131 CDB	00126231	11000270	UNEMP BENEFITS 4/12-6/12 CDBG	08/17/12	225372	3,035.80-
MS STATE/EMP SECURITY CO							
Sum							3,035.80-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING AUGUST 17, 2012

Page - 54
Date - 08/16/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00082 PARKER'S LANDSCAPE SERV	14115	00126370	11000275	LAW MAINT-11 ANNIE CHRISTIE	08/09/12	35873	80.00-
PARKER'S LANDSCAPE SERV Sum							80.00-
00082 PINE BELT COMMUNITY SERV	080712 - DRA	00126373	11000279	PBCS MEALS/PROGRAM	08/09/12	35877	1,139.61-
PINE BELT COMMUNITY SERV Sum							1,139.61-
00082 ROGERS, KEVIN & ASSOCIAT	OPINION-705	00125009	11000289	TITLE OPINION 705 LINCOLN ST	08/17/12	225423	250.00-
00082 ROGERS, KEVIN & ASSOCIAT	OPINION-1213	00125010	11000290	TITLE OPINION 1213 PUTNAM AVE	08/17/12	225423	250.00-
ROGERS, KEVIN & ASSOCIAT Sum							500.00-
00082 SCHWANDT, MARILYN T	PETTY CASH 6	00126398	11000288	PETTY CASH CDBG	08/17/12	225428	14.30-
SCHWANDT, MARILYN T Sum							14.30-
00082 THE HILLS INC (CDBG)	080712 DRAW	00126375	11000280	MICROENT-OFF SPLYS-ETC	08/09/12	35878	5,545.00-
THE HILLS INC (CDBG) Sum							5,545.00-
00082 THOMAS, LAJUANA (CDBG)	070312 - 282	00126369	11000276	TEMP RELOC 7/28-8/27/12	08/09/12	35874	650.00-
THOMAS, LAJUANA (CDBG) Sum							650.00-
Sum							38,288.63-

Page - 56
Date - 08/16/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
MDB CAPITAL PROJECT FUND							
00096 WALTERS CONSTRUCTION CO	APPL#10 CHAI	00126496	11000040	CONSTR CHAIN PK PHASE III	08/17/12	225488	8,609.41-
WALTERS CONSTRUCTION CO							8,609.41-
Sum							8,609.41-
Sum							8,609.41-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING AUGUST 17, 2012

Page - 59
Date - 08/16/12

Vendor

Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
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Grand Total Level Sum						3,723,026.87-

ADDENDUM CLAIMS DOCKET
PERIOD ENDING AUGUST 17, 2012

FUND	VENDOR	INVOICE NUMBER	PURCHASE ORDER	CLAIMS NUMBER	ITEM DESCRIPTION	CHECK DATE	CHECK NUMBER	CHECK AMOUNT
01	USM CONTRACTS AND GRANTS	GM004423 - 10/11	126639	7888	10/11 CONT PYMT/DPS SWORD GRANT	8/16/12	16811	5,689.33

TOTAL 5,689.33

City of Hattiesburg, MS

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



Meeting Agenda

Tuesday, August 21, 2012

4:30 PM

Council Chambers

City Council - Amendments to the Agenda

Amendments to the Agenda for August 21, 2012

2012-1051

Ratify and confirm the Mayor's appointment of Stella M. Mackabee, W2 (replaces Fred Burns) to the Hattiesburg School Board, for a term (3/02/12 -3/03/17), beginning 8/21/12 and ending 3/03/17.

Attachments: Resume' of Stella Mackabee

2012-1072

Authorize the Mayor to execute an agreement between the City of Hattiesburg and United HealthCare Services, Inc. for city employees' health insurance (administrative services contract and reinsurance contract) for the initial period period beginning October 1, 2012 and ending September 30, 2013 (contract may be extended for two additional one year periods).



City of Hattiesburg, MS

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

Master

File Number: 2012-1051

File ID: 2012-1051

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

File Created: 08/15/2012

Brief Title: Appoint Stella M Mackabee to School Board

Final Action:

Minute Book Number: MB 2012-1/290-291

Title:

Ratify and confirm the Mayor's appointment of Stella M. Mackabee, W2 (replaces Fred Burns) to the Hattiesburg School Board, for a term (3/02/12 -3/03/17), beginning 8/21/12 and ending 3/03/17.

Notes:

Sponsors:

Enactment Date:

Attachments: Resume' of Stella Mackabee

Enactment Number:

Contact:

Meeting Date: 08/21/2012

Drafter: Marilyn Schwandt

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council - Amendments to the Agenda	08/21/2012					
1	City Council	08/21/2012	Ratify and Confirm				Pass

Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Ware to Ratify and confirm the Mayor's appointment of Stella M. Mackabee, W2 (replaces Fred Burns) to the Hattiesburg School Board, for a term (3/02/12 -3/03/17), beginning 8/21/12 and ending 3/03/17.

Council President Bradley introduced Ms. Mackabee and thanked her for her service.

Council member Carroll thanked her for their phone conversation.

Council member Delgado stated that she appreciates Ms. Mackabee's service. She said she hates that [the City] has gotten to this point, as she believes that the board members, and particularly the board member from Ward 2, did a good job, but she had no control over him staying. She said she is happy Ms. Mackabee has stepped forward and knows she will do a good job for the children of Hattiesburg public schools and for the City of Hattiesburg. She said she has a problem with the process.

Ms. Mackabee thanked the Mayor and the Council for placing their confidence in her, and said she is ready to work and to serve and hopes to make them proud of their decision.

Following discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - Bradley, Delgado, Carroll, Ware and Naylor

Nays: 0

Yea: 5 President Bradley
 Council Member Delgado
 Council Member Carroll
 Vice President Ware
 Council Member Naylor

TEL-No Vote: 0

Text of Legislative File 2012-1051

Title

Ratify and confirm the Mayor's appointment of Stella M. Mackabee, W2 (replaces Fred Burns) to the Hattiesburg School Board, for a term (3/02/12 -3/03/17), beginning 8/21/12 and ending 3/03/17.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

STELLA LOUISE MCDONALD MACKABEE

316 West 7th Street, Hattiesburg, MS 39401
Telephone - 601 544 6102; Cell - 601 402 6152
Stellamackabee@bellsouth.net

WORK HISTORY

August 2007 – Present Francis Street Apartments, Hattiesburg, MS 39401
Manager of 85-unit rental property in order to provide clean, decent and affordable housing to low income families. Provide excellent service to tenants by maintaining properties, addressing tenants' concerns, maintaining property accounting records, overseeing contracts, and enforcing policies and regulations. Duties include, but are not limited to:

- Processing and screening applicants for housing
- Processing payments and providing necessary documentation and certification for receiving subsidy payments from HUD
- Ensuring that property is kept in clean, safe and decent conditions
- Supervising and training maintenance staff and office personnel
- Maintaining agreeable atmosphere with tenants
- Overseeing outside contractors for apartment upkeep
- Processing invoices and securing payments for vendors

May 2002 – August 2007 Ebenezer Baptist Church, Hattiesburg, MS 39401
Financial Secretary

- Collected and recorded contributions
- Processed and paid invoices
- Process payroll – including state and federal taxes
- Reconciled bank statements
- Provided financial information to Board of Trustees and administrators

September 1971 – October 2001 Bellsouth Inc., Hattiesburg, MS 39401
Directory Assistance Operator

- Processed high volume of incoming directory assistance calls
- Provided detailed information including name, address and phone numbers accurately and pleasantly
- Assisted as manager of other employees

EDUCATION

L J Rowan High School, Hattiesburg, MS 39401
September 1963 – May 1966
High School Diploma

- Successfully completed requirements for College Preparatory Curriculum
- Received credit for classes in general education from the University of Southern Mississippi, Hinds Community College and Jackson State University

STELLA LOUISE MCDONALD MACKABEE

Page 2

MEMBERSHIPS

- Vice President - Mobile-Bouie Neighborhood Association
- Secretary - Eureka-Rowan Alumni Association, known as EURO, Inc.
- Secretary - Forrest County chapter of NAACP

PERSONAL

Married - James Mackabee, Jr.

Children – Brian Shaw, US Navy, Suffolk, VA

Bradley Shaw and Meredyth Shaw Jackson, Hattiesburg



City of Hattiesburg, MS

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

Master

File Number: 2012-1072

File ID: 2012-1072

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 08/21/2012

Brief Title: Contract with United HealthCare Services, Inc. for employees' health insurance

Final Action: 08/21/2012

Minute Book Number: MB 2012-1/291

Title:

Authorize the Mayor to execute an agreement between the City of Hattiesburg and United HealthCare Services, Inc. for city employees' health insurance (administrative services contract and reinsurance contract) for the initial period beginning October 1, 2012 and ending September 30, 2013 (contract may be extended for two additional one year periods).

Notes:

Sponsors:

Enactment Date:

Attachments:

Enactment Number:

Contact:

Meeting Date: 08/21/2012

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council - Amendments to the Agenda	08/21/2012					
1	City Council	08/21/2012	Authorize				Pass
Action Text: A MOTION was made by Vice President Ware and seconded by Council Member Delgado to Authorize the Mayor to execute an agreement between the City of Hattiesburg and United HealthCare Services, Inc. for city employees' health insurance (administrative services contract and reinsurance contract) for the initial period beginning October 1, 2012 and ending September 30, 2013 (contract may be extended for two additional one-year periods).							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Ware and Naylor							
Nays: 0							

Yea: 5 President Bradley
Council Member Delgado
Council Member Carroll
Vice President Ware
Council Member Naylor

TEL-No Vote: 0

Text of Legislative File 2012-1072

Title

Authorize the Mayor to execute an agreement between the City of Hattiesburg and United HealthCare Services, Inc. for city employees' health insurance (administrative services contract and reinsurance contract) for the initial period beginning October 1, 2012 and ending September 30, 2013 (contract may be extended for two additional one year periods).

Summary

Contract with United HealthCare Services, Inc. for employees' health insurance

Budget Information

Expenditure Type

Purchasing Item

Publication Information