

City of Hattiesburg, MS

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



Meeting Agenda - Final

Tuesday, August 6, 2013

4:30 PM

Council Chambers

City Council

I. Call to Order**II. Call to Prayer and Pledge of Allegiance****III. Agenda Order****IV. Approval of Minutes**

for the July 1, 2, 22 and 23, City Council meetings.

V. PRESENTATION AGENDA**VI. POLICY AGENDA**

- VI.-1** [2013-0472](#) Adopt an Ordinance amending Section 21-2 (D) and Section 21-31 of the Code of Ordinances of the City of Hattiesburg, being Ordinance Number 997, adopted August 10, 1944, and last amended by Ordinance Number 3077 adopted October 4, 2011, to establish rates and charges for sanitary sewer service.

Attachments: [Ord amending sewer rates 2013](#)
[executed Ord amending sewer rates 2013 ORD#3109](#)

- VI.-2** [2013-0473](#) Adopt an Ordinance amending Section 28-13 (A) and Section 28-13 (C) of the Code of Ordinances of the City of Hattiesburg, being Ordinance Number 1857, adopted March 24, 1976, and last amended by Ordinance Number 3078 adopted October 4, 2011, to establish rates and charges for water service and supply.

Attachments: [Ord amend water 2013](#)
[executed Ord amend water 2013 ORD#3110](#)

- VI.-3** [2013-0458](#) Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes, to Zeon chemicals, L.P., for a period not to exceed ten (10) years, commencing on December 31, 2012 and ending December 31, 2022, with a total true value of \$835,187.00 or the amount approved by Mississippi Department of Revenue.

Attachments: [ADP- Letter -Zeon](#)
[Zeon application](#)
[Zeon Resolution](#)
[executed Zeon Resolution RES2013-66](#)

- VI.-4** [2013-0457](#) Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes, to Mississippi Tank Company, for a period not to exceed ten(10) years, commencing on December 31, 2012 and ending December 31, 2022, with a total true value of \$ 638,130.88 or the amount approved by Mississippi Department of Revenue.

Attachments: [ADP letter- MS Tank](#)
 [Ms Tank Application](#)
 [Ms Tank Resolution](#)
 [executed Ms Tank Resolution RES2013-67](#)

- VI.-5** [2013-0456](#) Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes, to Western Container Corporation, for a period of ten (10) tears, commencing on December 31, 2012 and ending on December 31, 2022, with a total true value of \$7,147,317.95, or the amount approved by Mississippi Department of Revenue.

Attachments: [Adp Letter wester container](#)
 [Western container App](#)
 [Western Container Resolution](#)
 [executed western container resolution RES2013-68](#)

- VI.-6** [2013-0455](#) Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes, to The Coca-Cola Company, for a period not to exceed ten (10) years, commencing on December 31,2012 and ending on December 31, 2022, with a total true value of \$873,146.18 or the amount approved by Mississippi Department of Revenue.

Attachments: [ADP letter- Coca Cola](#)
 [Coca-cola Application](#)
 [Coca-Cola Resolution](#)
 [executed Coca-Cola Resolution RES2013-69](#)

- VI.-7** [2013-0454](#) Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes, to Safe Guard Building, LLC, for a period not to exceed ten (10) years, commencing on December 31,2012 and ending on December 31, 20122, with a total true value of \$106,554.00 or the amount approved by Mississippi Department of Revenue.

Attachments: [Safe Guard Application](#)
 [Safe Guard Resolution](#)
 [letter from ADP](#)
 [executed Safe Guard Resolution RES2013-70](#)

- VI.-8** [2013-0453](#) Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes, to Resinall Mississippi, Inc for a period not to exceed ten (10) years commencing on December 31,2012 and ending on December 31,2022 with a total value of \$ 1,714,161.15 or the amount approved by the Mississippi Department of Revenue.

Attachments: [Resinall Application](#)
 [Resinall- Resolution](#)
 [ADP Letter](#)
 [executed Resinall- Resolution RES2013-71](#)

- VI.-9** [2013-0452](#) Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes, to The Kohler Company, for a period not to exceed ten (10) years, commencing on December 31,2012 and ending December 31, 2022 with a true total value of \$13,287,054.51 or the amount approved by the Mississippi Department of Revenue.

Attachments: [Letter-Kohler-ADP](#)
 [Application Kohler](#)
 [Kohler- Resolution](#)
 [executed Kohler- Resolution RES2013-72](#)

- VI.-10** [2013-0476](#) Adopt a Resolution ratifying and approving previous real and personal property transactions by the Forrest County Industrial Park Commission.

Attachments: [Letter from Michael Shemper - FCIPC](#)
 [Resolution - Forrest county Industrial Park Commission](#)
 [executed Resolution - Forrest county Industrial Park Commission RES2013-73](#)

- VI.-11** [2013-0462](#) Approve change order entitled Supplemental Agreement No. 2 with Dunn Roadbuilders for the Hardy Street Widening project to make changes to the school warning mast arm, fill abandoned concrete pipe with flowable fill material, and extend term of contract to allow for completion of change items; Authorize Mayor to sign five (5) originals of said agreement.

Attachments: [Dunn Supplemental Agreement No 2](#)
 [Dunn Supplemental Agreement No 2 cover letter](#)
 [executed Dunn Supplemental Agreement No 2](#)

- VI.-12** [2013-0464](#) Approve Addendum No. 3 to the Midtown Preliminary Engineering Design Contract with Hattiesburg Resource Group, LLC. (HRG) for additional services and for conducting a charrette; Authorize Mayor to execute same.

Attachments: [Midtown Addendum No 3](#)
 [executed Midtown Addendum No 3](#)

- VI.-13** [2013-0465](#) Approve Task Order No. 7 with Hattiesburg Resource Group, LLC. (HRG) for contract negotiations and assistance with conceptual design of the No-Discharge Wastewater Treatment Project; Authorize Mayor to execute same.

Attachments: [Contract for Task #7](#)
 [TASK #7 - Manhour Estimate](#)
 [executed Contract for Task #7](#)

- VI.-14** [2013-0470](#) Approve contract with Shows, Dearman & Waits, Inc. for the design of a box bridge replacement for existing Forrest County Bridge No. 157 on South 28th Avenue; Authorize Mayor to execute same in duplicate.

Attachments: [SDW Contract](#)
 [executed SDW Contract](#)

- VI.-15** [2013-0478](#) Authorize Mayor to execute Fire Protection Agreement between the University of Southern Mississippi and the City of Hattiesburg to provide fire protection and related services for a one (1) year term, from July 1, 2013 to June 30, 2014, in the amount of Ninety-five Thousand Six Hundred Fifty-two dollars and zero cents (\$95,652.00)

Attachments: [USM Fire Protection Agreement for 2013-2014](#)
 [executed USM Fire Protection Agreement for 2013-2014](#)

- VI.-16** [2013-0479](#) Approve and authorize execution of amendment to professional services agreement approved at MB 2012-1/201 between the City and Chain Electric Company for maintenance on generators at City owned facilities, per terms outlined in the agreement. (Amendment will add eight additional generators to the agreement)

Attachments: [Generator maintenance agreement - amendment](#)
[executed Generator maintenance agreement - amendment](#)

VII. ROUTINE AGENDA

- VII.-1** [2013-0460](#) Acknowledge receipt of the two bid purchase docket for the period of June 25, 2013 through July 29, 2013 as provided for in Section 31-7-13 (b) of the Mississippi Code of 1972

Attachments: [08-06-Two Quote Docket](#)

- VII.-2** [2013-0471](#) Acknowledge receipt of Patent for property transferred from the State of Mississippi to the City and authorize recording of same.

Attachments: [Patent for property to be donated to P.A.C.E.](#)

- VII.-3** [2013-0466](#) Acknowledge receipt of Deed from Hercules Inc. for tax parcels 2-029E-04-038.00 and 2-029L-09-040.00 being donated to the City for the Longleaf Trace-Gateway to Main project (HPP-0210-00(015)).

Attachments: [Hercules Deed-Signed](#)

- VII.-4** [2013-0463](#) Acknowledge bids received July 18, 2013 for the Country Club Area Warning Siren (Mass Notification System #6) and award contract to Precision Communications, Inc. in the amount of \$30,347.50 as being the lowest and best bid; Authorize Mayor to execute contract documents for same.

Attachments: [Bid Tab & Cover Letter](#)

- VII.-5** [2013-0469](#) Acknowledge bids received on July 25, 2013 for Hub City Transit Bus Shelter and ADA Accessibility Project - Bid Package A - Furnish Bus Shelters and accept bid from Precision Construction, LLC in the amount of \$92,000 (base bid of 4-units plus 2 additional units) as the best and lowest bid received.

Attachments: [HCT BidA Recommendation 130730](#)

- VII.-6** [2013-0468](#) Acknowledge bids received on July 25, 2013 for Hub City Transit Bus Shelter and ADA Accessibility Project - Bid Package B - Site Work and Install Bus Shelters and accept bid from Precision Construction, LLC in the amount of \$166,200 (base bid of 4 sites plus 1 additional site) as the best and lowest bid received.

Attachments: [HCT BidB Recommendation 130730](#)

- VII.-7** [2013-0467](#) Approve Specifications for Tatum Park Soccer Field #11 and Field #12 Lighting, and Authorize Advertisement for Bid for Same.

Attachments: [Tatum Soccer 11 & 12 Contract](#)
 [Tatum Soccer Field 11 & 12 Lighting](#)

- VII.-8** [2013-0459](#) Approve claims docket for the period ending July 31, 2013.

Attachments: [claims docket 8-6-13](#)
 [ADDENDUM 8.6.2013](#)



City of Hattiesburg, MS

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

Master

File Number: 2013-0472

File ID: 2013-0472

Type: Ordinance

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 07/31/2013

Brief Title: Ordinance establishing new sanitary sewer rates

Final Action: 08/06/2013

Minute Book Number: MB2013-214

Title:

Adopt an Ordinance amending Section 21-2 (D) and Section 21-31 of the Code of Ordinances of the City of Hattiesburg, being Ordinance Number 997, adopted August 10, 1944, and last amended by Ordinance Number 3077 adopted October 4, 2011, to establish rates and charges for sanitary sewer service.

Notes:

Sponsors:

Enactment Date:

Attachments: Ord amending sewer rates 2013, executed Ord amending sewer rates 2013 ORD#3109

Enactment Number:

Contact:

Meeting Date: 08/06/2013

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/06/2013	Adopt				Pass
Action Text: A MOTION was made by Council Member Naylor and seconded by Council Member Carroll to Adopt an Ordinance (Number 3109) amending Section 21-2 (D) and Section 21-31 of the Code of Ordinances of the City of Hattiesburg, being Ordinance Number 997, adopted August 10, 1944, and last amended by Ordinance Number 3077 adopted October 4, 2011, to establish rates and charges for sanitary sewer service.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 4 - Bradley, Carroll, Dryden and Naylor							
Nays: 0							
Absent: 1 - Delgado							

Yea: 4 Council Member Bradley
Council Member Carroll
Council Member Dryden
Council Member Naylor
TEL-No Vote: 0

Text of Legislative File 2013-0472

Title

Adopt an Ordinance amending Section 21-2 (D) and Section 21-31 of the Code of Ordinances of the City of Hattiesburg, being Ordinance Number 997, adopted August 10, 1944, and last amended by Ordinance Number 3077 adopted October 4, 2011, to establish rates and charges for sanitary sewer service.

Summary

Ordinance establishing new sanitary sewer rates

Budget Information

Expenditure Type

Purchasing Item

Publication Information

ORDINANCE NO. _____

OF THE

CITY OF HATTIESBURG, MISSISSIPPI

AN ORDINANCE AMENDING SECTION 21-2 (D) AND 21-31 OF THE CODE OF ORDINANCES FOR THE CITY OF HATTIESBURG, BEING ORDINANCE NUMBER 997, AS AMENDED BY ORDINANCE NUMBER 1419, ORDINANCE NUMBER 2342, ORDINANCE NUMBER 2683, ORDINANCE NUMBER 2817, ORDINANCE NUMBER 2892, ORDINANCE NUMBER 3012, AND ORDINANCE NUMBER 3077 SO AS TO ESTABLISH RATES AND CHARGES FOR SANITARY SEWER SERVICE

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

SECTION 1. That Section 21-2 (D) and Section 21-31 of the Code of Ordinances for the City of Hattiesburg, Mississippi, being Ordinance Number 997 adopted August 10, 1944, as amended by Ordinance 1419 adopted February 6, 1962, Ordinance Number 2342 adopted April 2, 1990, Ordinance Number 2683 adopted March 16, 1999, Ordinance Number 2817 adopted May 20, 2003, Ordinance Number 2892 adopted December 6, 2005, Ordinance Number 3012 adopted September 2, 2008 and Ordinance Number 3077 adopted October 4, 2011 be and the same is hereby amended to read as follows, to-wit:

Section 21-2 (D):

D. The following schedule of rates is hereby ascertained, found and declared to be reasonable and the same are established as the rates to be charged for sanitary sewer service per month:

1. Effective October 1, 2013, all residential customers shall be charged for sanitary sewer service at a monthly rate, excluding any surcharge, of one hundred percent (100%) of their monthly water charge, with the minimum sanitary sewer charge to be eleven dollars and three cents (\$11.03) per month.

Effective September 1, 2014, all residential customers shall be charged for sanitary sewer service at a monthly rate, excluding any surcharge, of one hundred percent (100%) of their monthly water charge, with the minimum sanitary sewer charge to be twelve dollars and thirteen cents (\$12.13) per month.

Effective September 1, 2015, all residential customers shall be charged for sanitary sewer service at a monthly rate, excluding any surcharge, of one hundred percent (100%)

of their monthly water charge, with the minimum sanitary sewer charge to be thirteen dollars and thirty four cents (\$13.34) per month.

Effective September 1, 2016, all residential customers shall be charged for sanitary sewer service at a monthly rate, excluding any surcharge, of one hundred percent (100%) of their monthly water charge, with the minimum sanitary sewer charge to be fourteen dollars and one cent (\$14.01) per month.

2. Effective October 1, 2013, all nonresidential water users including motels, apartments and house trailers, shall be charged for sanitary sewer service at a monthly rate of one hundred percent (100%) of their monthly water charge, with the minimum sanitary sewer charge to be eleven dollars and three cents (\$11.03) per month.

Effective September 1, 2014, all nonresidential water users including motels, apartments and house trailers, shall be charged for sanitary sewer service at a monthly rate of one hundred percent (100%) of their monthly water charge, with the minimum sanitary sewer charge to be twelve dollars and thirteen cents (\$12.13) per month.

Effective September 1, 2015, all nonresidential water users including motels, apartments and house trailers, shall be charged for sanitary sewer service at a monthly rate of one hundred percent (100%) of their monthly water charge, with the minimum sanitary sewer charge to be thirteen dollars and thirty four cents (\$13.34) per month.

Effective September 1, 2016, all nonresidential water users including motels, apartments and house trailers, shall be charged for sanitary sewer service at a monthly rate of one hundred percent (100%) of their monthly water charge, with the minimum sanitary sewer charge to be fourteen dollars and one cent (\$14.01) per month.

3. Any individual, corporation, partnership, sole proprietorship or other legal entity owning water wells or other contractual customers and customers outside the corporate limits, shall be charged for sanitary sewer service at a monthly rate to be set by the Mayor and Council of the City of Hattiesburg.

Section 21-31:

The following sewer rate schedule shall apply to each user of the sewage system. Effective October 1, 2013, this schedule includes the user charge as established herein and the

charge for debt service and recovery of other costs, each based on volume of flow.

	<u>Debt Service</u>	<u>Total O & M</u>	<u>Total</u>
Initial Increment	\$1.10/1000 gal	\$2.22/1000 gal	\$3.32/1000 gal
Second Increment	\$.91/1000 gal	\$1.84/1000 gal	\$2.75/1000 gal

Note: Contractual sewer revenues (not based directly upon water volume) are attributed to debt service and O&M at 33% and 67% respectively, based upon actual revenues collected.

Effective September 1, 2014, this schedule includes the user charge as established herein and the charge for debt service and recovery of other costs, each based on volume of flow.

	<u>Debt Service</u>	<u>Total O & M</u>	<u>Total</u>
Initial Increment	\$1.20/1000 gal	\$2.45/1000 gal	\$3.65/1000 gal
Second Increment	\$1.00/1000 gal	\$2.03/1000 gal	\$3.03/1000 gal

Note: Contractual sewer revenues (not based directly upon water volume) are attributed to debt service and O&M at 33% and 67% respectively, based upon actual revenues collected.

Effective September 1, 2015, this schedule includes the user charge as established herein and the charge for debt service and recovery of other costs, each based on volume of flow.

	<u>Debt Service</u>	<u>Total O & M</u>	<u>Total</u>
Initial Increment	\$1.33/1000 gal	\$2.69/1000 gal	\$4.02/1000 gal
Second Increment	\$1.10/1000 gal	\$2.23/1000 gal	\$3.33/1000 gal

Note: Contractual sewer revenues (not based directly upon water volume) are attributed to debt service and O&M at 33% and 67% respectively, based upon actual revenues collected.

Effective September 1, 2016, this schedule includes the user charge as established herein and the charge for debt service and recovery of other costs, each based on volume of flow.

	<u>Debt Service</u>	<u>Total O & M</u>	<u>Total</u>
Initial Increment	\$1.39/1000 gal	\$2.83/1000 gal	\$4.22/1000 gal
Second Increment	\$1.15/1000 gal	\$2.35/1000 gal	\$3.50/1000 gal

Note: Contractual sewer revenues (not based directly upon water volume) are attributed to debt service and O&M at 33% and 67% respectively, based upon actual revenues collected.

SECTION 2. That except as hereby expressly changed and amended, Ordinance Number 997 adopted August 10, 1944, as amended by Ordinance 1419 adopted February 6, 1962, Ordinance Number 2342 adopted April 2, 1990, Ordinance Number 2683 adopted March 16, 1999, Ordinance Number 2817 adopted May 20, 2003, Ordinance Number 2892 adopted

December 6, 2005, Ordinance Number 3012 adopted September 2, 2008 and Ordinance Number 3077 adopted October 4, 2011 shall be and does remain in full force and effect 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:

ABSENT:

The President thereby declared the motion carried and the Ordinance adopted, this the 6th day of August, A.D., 2013.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Ordinance, having been submitted to and approved by the Mayor, this the 6th day of August, A.D., 2013.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

OF THE

CITY OF HATTIESBURG, MISSISSIPPI

AN ORDINANCE AMENDING SECTION 21-2 (D) AND 21-31 OF THE CODE OF ORDINANCES FOR THE CITY OF HATTIESBURG, BEING ORDINANCE NUMBER 997, AS AMENDED BY ORDINANCE NUMBER 1419, ORDINANCE NUMBER 2342, ORDINANCE NUMBER 2683, ORDINANCE NUMBER 2817, ORDINANCE NUMBER 2892, ORDINANCE NUMBER 3012, AND ORDINANCE NUMBER 3077 SO AS TO ESTABLISH RATES AND CHARGES FOR SANITARY SEWER SERVICE

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

SECTION 1. That Section 21-2 (D) and Section 21-31 of the Code of Ordinances for the City of Hattiesburg, Mississippi, being Ordinance Number 997 adopted August 10, 1944, as amended by Ordinance 1419 adopted February 6, 1962, Ordinance Number 2342 adopted April 2, 1990, Ordinance Number 2683 adopted March 16, 1999, Ordinance Number 2817 adopted May 20, 2003, Ordinance Number 2892 adopted December 6, 2005, Ordinance Number 3012 adopted September 2, 2008 and Ordinance Number 3077 adopted October 4, 2011 be and the same is hereby amended to read as follows, to-wit:

Section 21-2 (D):

D. The following schedule of rates is hereby ascertained, found and declared to be reasonable and the same are established as the rates to be charged for sanitary sewer service per month:

1. Effective October 1, 2013, all residential customers shall be charged for sanitary sewer service at a monthly rate, excluding any surcharge, of one hundred percent (100%) of their monthly water charge, with the minimum sanitary sewer charge to be eleven dollars and three cents (\$11.03) per month.

Effective September 1, 2014, all residential customers shall be charged for sanitary sewer service at a monthly rate, excluding any surcharge, of one hundred percent (100%) of their monthly water charge, with the minimum sanitary sewer charge to be twelve dollars and thirteen cents (\$12.13) per month.

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of their monthly water charge, with the minimum sanitary sewer charge to be thirteen dollars and thirty four cents (\$13.34) per month.

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2. Effective October 1, 2013, all nonresidential water users including motels, apartments and house trailers, shall be charged for sanitary sewer service at a monthly rate of one hundred percent (100%) of their monthly water charge, with the minimum sanitary sewer charge to be eleven dollars and three cents (\$11.03) per month.

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3. Any individual, corporation, partnership, sole proprietorship or other legal entity owning water wells or other contractual customers and customers outside the corporate limits, shall be charged for sanitary sewer service at a monthly rate to be set by the Mayor and Council of the City of Hattiesburg.

Section 21-31:

The following sewer rate schedule shall apply to each user of the sewage system.

Effective October 1, 2013, this schedule includes the user charge as established herein and the

charge for debt service and recovery of other costs, each based on volume of flow.

<u>Debt Service</u>	<u>Total O & M</u>	<u>Total</u>
Initial Increment \$1.10/1000 gal	\$2.22/1000 gal	\$3.32/1000 gal
Second Increment \$.91/1000 gal	\$1.84/1000 gal	\$2.75/1000 gal

Note: Contractual sewer revenues (not based directly upon water volume) are attributed to debt service and O&M at 33% and 67% respectively, based upon actual revenues collected.

Effective September 1, 2014, this schedule includes the user charge as established herein and the charge for debt service and recovery of other costs, each based on volume of flow.

<u>Debt Service</u>	<u>Total O & M</u>	<u>Total</u>
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<u>Debt Service</u>	<u>Total O & M</u>	<u>Total</u>
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<u>Debt Service</u>	<u>Total O & M</u>	<u>Total</u>
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Note: Contractual sewer revenues (not based directly upon water volume) are attributed to debt service and O&M at 33% and 67% respectively, based upon actual revenues collected.

SECTION 2. That except as hereby expressly changed and amended, Ordinance Number 997 adopted August 10, 1944, as amended by Ordinance 1419 adopted February 6, 1962, Ordinance Number 2342 adopted April 2, 1990, Ordinance Number 2683 adopted March 16, 1999, Ordinance Number 2817 adopted May 20, 2003, Ordinance Number 2892 adopted

December 6, 2005, Ordinance Number 3012 adopted September 2, 2008 and Ordinance Number 3077 adopted October 4, 2011 shall be and does remain in full force and effect 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 Carroll and was adopted by the following vote to-wit:

YEAS: Bradley	NAYS: None	ABSENT: Delgado
Carroll		
Dryden		
Naylor		

The President thereby declared the motion carried and the Ordinance adopted, this the 6th day of August, A.D., 2013.

(SEAL)

ATTEST:

Theresa K. Buras
CLERK OF COUNCIL

ADOPTED:

P. B. Delgado
PRESIDENT

The above and foregoing Ordinance, having been submitted to and approved by the Mayor, this the 6th day of August, A.D., 2013.

ATTEST:

John P. Meyer
CITY CLERK

APPROVED:

John P. Meyer
MAYOR



City of Hattiesburg, MS

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

Master

File Number: 2013-0473

File ID: 2013-0473

Type: Ordinance

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 07/31/2013

Brief Title: Ordinance establishing new rates and charges for water service and supply

Final Action: 08/06/2013

Minute Book Number: MB2013-214

Title:

Adopt an Ordinance amending Section 28-13 (A) and Section 28-13 (C) of the Code of Ordinances of the City of Hattiesburg, being Ordinance Number 1857, adopted March 24, 1976, and last amended by Ordinance Number 3078 adopted October 4, 2011, to establish rates and charges for water service and supply.

Notes:

Sponsors:

Enactment Date:

Attachments: Ord amend water 2013, executed Ord amend water 2013 ORD#3110

Enactment Number:

Contact:

Meeting Date: 08/06/2013

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/06/2013	Adopt				Pass
Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Adopt an Ordinance (Number 3110) amending Section 28-13 (A) and Section 28-13 (C) of the Code of Ordinances of the City of Hattiesburg, being Ordinance Number 1857, adopted March 24, 1976, and last amended by Ordinance Number 3078 adopted October 4, 2011, to establish rates and charges for water service and supply.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 4 - Bradley, Carroll, Dryden and Naylor							
Nays: 0							
Absent: 1 - Delgado							

Yea: 4 Council Member Bradley
Council Member Carroll
Council Member Dryden
Council Member Naylor
TEL-No Vote: 0

Text of Legislative File 2013-0473

Title

Adopt an Ordinance amending Section 28-13 (A) and Section 28-13 (C) of the Code of Ordinances of the City of Hattiesburg, being Ordinance Number 1857, adopted March 24, 1976, and last amended by Ordinance Number 3078 adopted October 4, 2011, to establish rates and charges for water service and supply.

Summary

Ordinance establishing new rates and charges for water service and supply

Budget Information

Expenditure Type

Purchasing Item

Publication Information

ORDINANCE NO. _____

OF THE

CITY OF HATTIESBURG, MISSISSIPPI

**AN ORDINANCE AMENDING SECTION 28-13(A) &
SECTION 28-13(C) OF THE CODE OF ORDINANCES
FOR THE CITY OF HATTIESBURG, BEING ORDINANCE
NUMBER 1857, AS AMENDED BY ORDINANCE NUMBER 1984,
ORDINANCE NUMBER 2092, ORDINANCE NUMBER 2341,
ORDINANCE NUMBER 2682, ORDINANCE NUMBER 2816,
ORDINANCE NUMBER 2891, ORDINANCE 3011, AND ORDINANCE
NUMBER 3078 SO AS TO ESTABLISH CHARGES FOR WATER
SERVICE AND SUPPLY**

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

SECTION 1. That Section 28-13(A) and Section 28-13(C) of the Code of Ordinances for the City of Hattiesburg, Mississippi, being Ordinance Number 1857 adopted March 24, 1976, as amended by Ordinance 1984 adopted September 26, 1979, Ordinance Number 2092 adopted October 12, 1982, Ordinance Number 2341 adopted April 2, 1990, Ordinance Number 2682 adopted March 16, 1999 and Ordinance Number 2682 adopted March 16, 1999, Ordinance Number 2816 adopted May 20, 2003, Ordinance 2891 adopted December 6, 2005, Ordinance Number 3011 adopted September 2, 2008 and Ordinance Number 3078 adopted October 4, 2011 be and the same is hereby amended to read as follows, to-wit:

Sec. 28-13 Schedule of rates.

A. Effective October 1, 2013, the following schedule of rates is hereby ascertained, found and declared to be reasonable, and the same are established as the rates to be charged for water furnished on a quantity or meter basis, subject to minimum charges shown below:

No. Gallons Inclusive	Rate per Thousand
1,000 --100,000.....	\$3.32
Over 100,000.....	\$2.75

There shall be a monthly minimum charge to customers and consumers of eleven dollars and three cents (\$11.03).

Effective September 1, 2014, the following schedule of rates is hereby ascertained, found and declared to be reasonable, and the same are established as the rates to be charged for water furnished on a quantity or meter basis, subject to minimum charges shown below:

No. Gallons Inclusive	Rate per Thousand
1,000 --100,000.....	\$3.65
Over 100,000.....	\$3.03

There shall be a monthly minimum charge to customers and consumers of twelve dollars and thirteen cents (\$12.13).

Effective September 1, 2015, the following schedule of rates is hereby ascertained, found and declared to be reasonable, and the same are established as the rates to be charged for water furnished on a quantity or meter basis, subject to minimum charges shown below:

No. Gallons Inclusive	Rate per Thousand
1,000 --100,000.....	\$4.02
Over 100,000.....	\$3.33

There shall be a monthly minimum charge to customers and consumers of thirteen dollars and thirty four cents (\$13.34).

Effective September 1, 2016, the following schedule of rates is hereby ascertained, found and declared to be reasonable, and the same are established as the rates to be charged for water furnished on a quantity or meter basis, subject to minimum charges shown below:

No. Gallons Inclusive	Rate per Thousand
1,000 --100,000.....	\$4.22
Over 100,000.....	\$3.50

There shall be a monthly minimum charge to customers and consumers of fourteen dollars and one cent (\$14.01).

B. No free water shall be furnished to any user.

C. Effective October 1, 2013, all private homes and residences, all trailer parks, apartment complexes and all hotels and motels shall pay a straight charge of three dollars and thirty-two cents (\$3.32) per thousand (1,000) gallons of water, with no quantity discount.

Effective September 1, 2014, all private homes and residences, all trailer parks, apartment complexes and all hotels and motels shall pay a straight charge of three dollars and sisty-five cents (\$3.65) per thousand (1,000) gallons of water, with no quantity discount.

Effective September 1, 2015, all private homes and residences, all trailer parks, apartment complexes and all hotels and motels shall pay a straight charge of four dollars and two

cents (\$4.02) per thousand (1,000) gallons of water, with no quantity discount.

Effective September 1, 2016, all private homes and residences, all trailer parks, apartment complexes and all hotels and motels shall pay a straight charge of four dollars and twenty-two cents (\$4.22) per thousand (1,000) gallons of water, with no quantity discount.

SECTION 2. That except as hereby expressly changed and amended, Ordinance Number 1857 adopted March 24, 1976, as amended by Ordinance 1984 adopted September 26, 1979, Ordinance Number 2092 adopted October 12, 1982, Ordinance Number 2341 adopted April 2, 1990, Ordinance Number 2682 adopted March 16, 1999, Ordinance Number 2816 adopted May 20, 2003, Ordinance Number 2891 adopted December 6, 2005, Ordinance Number 3011 adopted September 2, 2008 and Ordinance Number 3078 adopted October 4, 2011 shall be and does remain in full force and effect as adopted.

SECTION 3. That any and all Ordinances in conflict herewith be and the same are hereby repealed.

SECTION 4. This Ordinance shall take effect and be in force, from and after October 1, 2008.

The foregoing Ordinance having been reduced to writing, the same was introduced by Councilman_____, seconded by Councilman_____and was adopted by the following vote to-wit:

YEAS:

NAYS:

The President thereby declared the motion carried and the Ordinance adopted, this the 6th day of August A.D., 2013.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Ordinance, having been submitted to and approved by the Mayor, this the 6th day of August, A.D., 2013.

ATTEST:

CITY CLERK

APPROVED:

MAYOR

ORDINANCE NO. 3110

OF THE

CITY OF HATTIESBURG, MISSISSIPPI

AN ORDINANCE AMENDING SECTION 28-13(A) &
SECTION 28-13(C) OF THE CODE OF ORDINANCES
FOR THE CITY OF HATTIESBURG, BEING ORDINANCE
NUMBER 1857, AS AMENDED BY ORDINANCE NUMBER 1984,
ORDINANCE NUMBER 2092, ORDINANCE NUMBER 2341,
ORDINANCE NUMBER 2682, ORDINANCE NUMBER 2816,
ORDINANCE NUMBER 2891, ORDINANCE 3011, AND ORDINANCE
NUMBER 3078 SO AS TO ESTABLISH CHARGES FOR WATER
SERVICE AND SUPPLY

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF

HATTIESBURG, MISSISSIPPI:

SECTION 1. That Section 28-13(A) and Section 28-13(C) of the Code of Ordinances for the City of Hattiesburg, Mississippi, being Ordinance Number 1857 adopted March 24, 1976, as amended by Ordinance 1984 adopted September 26, 1979, Ordinance Number 2092 adopted October 12, 1982, Ordinance Number 2341 adopted April 2, 1990, Ordinance Number 2682 adopted March 16, 1999 and Ordinance Number 2682 adopted March 16, 1999, Ordinance Number 2816 adopted May 20, 2003, Ordinance 2891 adopted December 6, 2005, Ordinance Number 3011 adopted September 2, 2008 and Ordinance Number 3078 adopted October 4, 2011 be and the same is hereby amended to read as follows, to-wit:

Sec. 28-13 Schedule of rates.

A. Effective October 1, 2013, the following schedule of rates is hereby ascertained, found and declared to be reasonable, and the same are established as the rates to be charged for water furnished on a quantity or meter basis, subject to minimum charges shown below:

No. Gallons Inclusive	Rate per Thousand
1,000 --100,000.....	\$3.32
Over 100,000.....	\$2.75

There shall be a monthly minimum charge to customers and consumers of eleven dollars and three cents (\$11.03).

Effective September 1, 2014, the following schedule of rates is hereby ascertained, found and declared to be reasonable, and the same are established as the rates to be charged for water furnished on a quantity or meter basis, subject to minimum charges shown below:

No. Gallons Inclusive	Rate per Thousand
1,000 --100,000.....	\$3.65
Over 100,000.....	\$3.03

There shall be a monthly minimum charge to customers and consumers of twelve dollars and thirteen cents (\$12.13).

Effective September 1, 2015, the following schedule of rates is hereby ascertained, found and declared to be reasonable, and the same are established as the rates to be charged for water furnished on a quantity or meter basis, subject to minimum charges shown below:

No. Gallons Inclusive	Rate per Thousand
1,000 --100,000.....	\$4.02
Over 100,000.....	\$3.33

There shall be a monthly minimum charge to customers and consumers of thirteen dollars and thirty four cents (\$13.34).

Effective September 1, 2016, the following schedule of rates is hereby ascertained, found and declared to be reasonable, and the same are established as the rates to be charged for water furnished on a quantity or meter basis, subject to minimum charges shown below:

No. Gallons Inclusive	Rate per Thousand
1,000 --100,000.....	\$4.22
Over 100,000.....	\$3.50

There shall be a monthly minimum charge to customers and consumers of fourteen dollars and one cent (\$14.01).

B. No free water shall be furnished to any user.

C. Effective October 1, 2013, all private homes and residences, all trailer parks, apartment complexes and all hotels and motels shall pay a straight charge of three dollars and thirty-two cents (\$3.32) per thousand (1,000) gallons of water, with no quantity discount.

Effective September 1, 2014, all private homes and residences, all trailer parks, apartment complexes and all hotels and motels shall pay a straight charge of three dollars and sixty-five cents (\$3.65) per thousand (1,000) gallons of water, with no quantity discount.

Effective September 1, 2015, all private homes and residences, all trailer parks, apartment complexes and all hotels and motels shall pay a straight charge of four dollars and two

cents (\$4.02) per thousand (1,000) gallons of water, with no quantity discount.

Effective September 1, 2016, all private homes and residences, all trailer parks, apartment complexes and all hotels and motels shall pay a straight charge of four dollars and twenty-two cents (\$4.22) per thousand (1,000) gallons of water, with no quantity discount.

SECTION 2. That except as hereby expressly changed and amended, Ordinance Number 1857 adopted March 24, 1976, as amended by Ordinance 1984 adopted September 26, 1979, Ordinance Number 2092 adopted October 12, 1982, Ordinance Number 2341 adopted April 2, 1990, Ordinance Number 2682 adopted March 16, 1999, Ordinance Number 2816 adopted May 20, 2003, Ordinance Number 2891 adopted December 6, 2005, Ordinance Number 3011 adopted September 2, 2008 and Ordinance Number 3078 adopted October 4, 2011 shall be and does remain in full force and effect as adopted.

SECTION 3. That any and all Ordinances in conflict herewith be and the same are hereby repealed.

SECTION 4. This Ordinance shall take effect and be in force, from and after October 1, 2008.

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

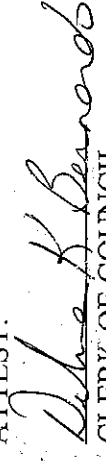
YEAS: Bradley
Carroll
Dryden
Naylor

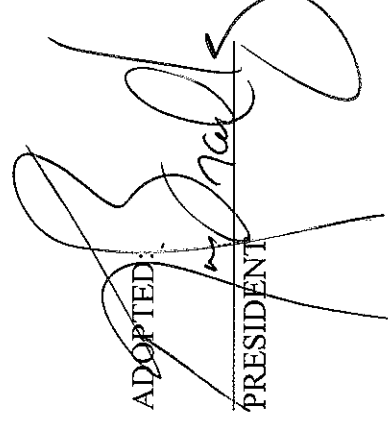
NAYS: None ABSENT: Delgado

The President thereby declared the motion carried and the Ordinance adopted, this the 6th day of August A.D., 2013.

(SEAL)

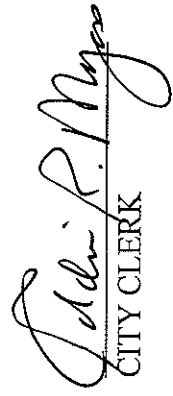
ATTEST:


CLERK OF COUNCIL

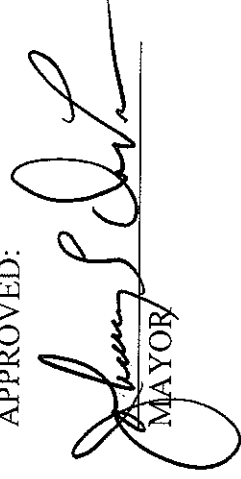

ADOPTED
PRESIDENT

The above and foregoing Ordinance, having been submitted to and approved by the Mayor, this the 6th day of August, A.D., 2013.

ATTEST:


CITY CLERK

APPROVED:


MAYOR



City of Hattiesburg, MS

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

Master

File Number: 2013-0458

File ID: 2013-0458

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 07/29/2013

Brief Title: Resolution granting ad valorem tax exemption

Final Action: 08/06/2013

Minute Book Number: MB2013-214-215

Title:

Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes, to Zeon chemicals, L.P., for a period not to exceed ten (10) years, commencing on December 31, 2012 and ending December 31, 2022, with a total true value of \$835,187.00 or the amount approved by Mississippi Department of Revenue.

Notes:

Sponsors:

Enactment Date:

Attachments: ADP- Letter -Zeon, Zeon application, Zeon Resolution, executed Zeon Resolution RES2013-66

Enactment Number:

Contact:

Meeting Date:

Drafter: Kermas Eaton

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/06/2013	Adopt				Pass

Action Text: A MOTION was made by Council Member Naylor and seconded by Council Member Dryden to Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes, to Zeon chemicals, L.P., for a period not to exceed ten (10) years, commencing on December 31, 2012 and ending December 31, 2022, with a total true value of \$835,187.00 or the amount approved by Mississippi Department of Revenue.

Council member Carroll asked Chad Newell, president of the Area Development Partnership, to explain the benefits of extending tax incentives to existing businesses. Mr. Newell stated that the six companies [currently] applying for tax exemptions have created 800 jobs in the community and have a combined \$35 million payroll; in addition, he said, they are investing \$12.5 million in new capital for real and personal property such as machinery, equipment and building expansion. Mr. Newell said providing tax incentives to existing businesses encourages job retention in today's economy, and that the City's pro-business approach also encourages companies to continue to invest in Hattiesburg.

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

Yeas: 4 - Bradley, Carroll, Dryden and Naylor

Nays: 0

Absent: 1 - Delgado

Yea: 4 Council Member Bradley
Council Member Carroll
Council Member Dryden
Council Member Naylor

TEL-No Vote: 0

Text of Legislative File 2013-0458

Title

Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes, to Zeon chemicals, L.P., for a period not to exceed ten (10) years, commencing on December 31, 2012 and ending December 31, 2022, with a total true value of \$835,187.00 or the amount approved by Mississippi Department of Revenue.

Summary

Resolution granting ad valorem tax exemption.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MEMORANDUM

TO: City Council, City of Hattiesburg
DATE: July 18, 2013
FROM: Chad Newell *C.N.*
RE: Zeon Chemicals, L.P.

We greatly appreciate the opportunity to review the ad valorem tax exemption application for Zeon Chemicals, L.P., located at 1301 West 7th Street Hattiesburg, Forrest County, MS. Upon further review by the Area Development Partnership (ADP) economic development staff, the request appears to be in order and warrants strong consideration by the council. As businesses maneuver through today's economy, we need to work diligently to ensure that we continue to provide a pro-business operating environment for existing businesses and those we are trying to recruit.

Zeon Chemicals, L.P., has been a Hattiesburg corporate citizen since 2002. The facility currently employs 53 people and has an annual payroll of over \$3.5 million. The company seeks a 10 year ad valorem tax exemption for equipment additions and replacement of equipment completed during year 2012 with a value of \$835,187.00. Again, we are in favor of this exemption and certainly appreciate your consideration.

FILED

APR 05 2013

**APPLICATION OF ZEON CHEMICALS, L.P.
FOR EXEMPTION FROM AD VALOREM TAXES FOR A PERIOD
OF TEN YEARS AS AUTHORIZED BY SECTION 27-31-101, ET
SEQ., OF THE MISSISSIPPI CODE OF 1972, AS AMENDED**

Eddie R. Myers, City Clerk
Deputy Clerk

TO THE MAYOR AND CITY COUNCIL OF THE CITY OF HATTIESBURG,

MISSISSIPPI:

1. Zeon Chemicals, L.P. files this its application in triplicate for exemption from ad valorem taxation, and respectfully represents unto the Mayor and City Council of the City of Hattiesburg, Mississippi, hereinafter referred to as the "Mayor and City Council", as follows:

2. Applicant, Zeon Chemicals, L.P., is a limited partnership with offices and manufacturing facilities located in the city of Hattiesburg, Forrest County, Mississippi, and has been for more than five (5) continuous years, which manufacturing facility primarily manufactures synthetic rubber.

3. Applicant is now operating as a manufacturing enterprise within the city of Hattiesburg, Forrest County, Mississippi, which manufacturing enterprise is a bona fide expanded enterprise of public utility within the meaning of Section 27-31-101, et seq., and related sections of the Mississippi Code of 1972, as amended, and is eligible for the exemption granted by Section 27-31-105 of the Mississippi Code of 1972, as amended, by specific enumeration, namely the owner and operator of a manufacturing enterprise of public utility who has made additions to or expansions of the manufacturing facility and has replaced equipment and machinery used in connection with and necessary to the operation of such manufacturing enterprise.

4. Applicant is the owner of real property on which the Applicant's manufacturing enterprise is presently constructed and located and on which the additions to or expansions of the manufacturing facility were also constructed and erected, and which is located at 1301 West Seventh Street in said city and county.

04-05-13A10:10 RCVD

5. Additions were made to said enterprise in the year 2012 as shown on Exhibit A attached hereto and made a part hereof; and therefore, the exemption hereby claimed should commence as of December 31, 2012.

6. The Applicant employs approximately forty-nine (49) employees in the city of Hattiesburg, Forrest County, Mississippi and has an annual payroll of approximately \$5,607,686.71. The additions and expansion by Applicant upgraded and rendered the manufacturing process more efficient and expedient and permitted Applicant to better serve its customers.

7. That said exemptions of the tangible property described in Exhibit A attached hereto should be granted for a period of ten (10) years from December 31, 2012.

8. That the original cost of all property comprising the addition and expansion that was completed in the year 2012 is \$835,187.00, as shown in an itemized list attached hereto as Exhibit A and made a part hereof for all purposes.

PRAYER

WHEREFORE, Applicant prays that the Mayor and City Council enter a finding that a portion of Applicant's manufacturing facility is an expanded enterprise of public utility and that said additional and expanded portion was completed in the year 2012, within the meaning of applicable laws of Mississippi; and

That Applicant be granted an exemption from ad valorem taxation, except school district ad valorem taxation, as provided by law, for a period of ten (10) years commencing December 31, 2012, upon all of the tangible property described in Exhibit A attached hereto and made a part hereof, used in, or necessary to the operation of Applicant's manufacturing facility in Forrest County, Mississippi; and

That the Mayor and City Council approve this application by an order resolution spread upon its minutes declaring that such property is exempt from all ad valorem taxation, except school district ad valorem taxation and state ad valorem taxation, for a period of ten (10) years and forward the original and three (3) certified copies of this application and a certified transcript of such approval to the Mississippi State Tax Commission and upon approval of such application by the said Mississippi State Tax Commission and certification of its approval, the Mayor and City Council will enter a final order on its minutes granting the exemption herein prayed.

RESPECTFULLY SUBMITTED this 5 day of April, A.D. 2013.

ZEON CHEMICALS, L.P.

By: *GR Andrews*
GUINN R. ANDREWS, Controller

STATE OF MISSISSIPPI

COUNTY OF FORREST

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for said state and county, within my jurisdiction, GUINN R. ANDREWS, who is Controller for Zeon Chemicals, L.P., who acknowledged that she signed, executed and delivered the above and foregoing application on the day and year therein mentioned for and on behalf, in the name and as the act and deed of said Zeon Chemicals, L.P., she being first duly authorized so to do and who first by me being duly sworn, stated upon her oath that the facts contained in the above application are true and correct as therein stated.

GR Andrews
GUINN R. ANDREWS

SWORN TO AND SUBSCRIBED BEFORE ME on this 5th day of April, A.D., 2012.



Janice P. Watson
NOTARY PUBLIC
My commission expires: April 06, 2016

ZEON CHEMICALS L.P.
2012 Property Tax Calculation
Mississippi Plant

ASSET CATEGORY	Acquis. YEAR	ORIGINAL COST
-----	-----	-----
M&E	2012	\$626,681
INST	2012	\$175,584
F & F	2012	\$16,070
CE	2012	\$16,852
		\$835,187

\$10,215,441

\$10,215,441

FILED

APR 05 2013

APPLICATION OF ZEON CHEMICALS, L.P.
FOR EXEMPTION FROM AD VALOREM TAXES FOR A PERIOD
OF TEN YEARS AS AUTHORIZED BY SECTION 27-31-101, ET
SEQ., OF THE MISSISSIPPI CODE OF 1972, AS AMENDED

Eddie R. Myers, City Clerk
By *[Signature]*
Deputy Clerk

TO THE MAYOR AND CITY COUNCIL OF THE CITY OF HATTIESBURG,
MISSISSIPPI:

1. Zeon Chemicals, L.P. files this its application in triplicate for exemption from ad valorem taxation, and respectfully represents unto the Mayor and City Council of the City of Hattiesburg, Mississippi, hereinafter referred to as the "Mayor and City Council", as follows:

2. Applicant, Zeon Chemicals, L.P., is a limited partnership with offices and manufacturing facilities located in the city of Hattiesburg, Forrest County, Mississippi, and has been for more than five (5) continuous years, which manufacturing facility primarily manufactures synthetic rubber.

3. Applicant is now operating as a manufacturing enterprise within the city of Hattiesburg, Forrest County, Mississippi, which manufacturing enterprise is a bona fide expanded enterprise of public utility within the meaning of Section 27-31-101, et seq., and related sections of the Mississippi Code of 1972, as amended, and is eligible for the exemption granted by Section 27-31-105 of the Mississippi Code of 1972, as amended, by specific enumeration, namely the owner and operator of a manufacturing enterprise of public utility who has made additions to or expansions of the manufacturing facility and has replaced equipment and machinery used in connection with and necessary to the operation of such manufacturing enterprise.

4. Applicant is the owner of real property on which the Applicant's manufacturing enterprise is presently constructed and located and on which the additions to or expansions of the manufacturing facility were also constructed and erected, and which is located at 1301 West Seventh Street in said city and county.

5. Additions were made to said enterprise in the year 2012 as shown on Exhibit A attached hereto and made a part hereof; and therefore, the exemption hereby claimed should commence as of December 31, 2012.

6. The Applicant employs approximately forty-nine (49) employees in the city of Hattiesburg, Forrest County, Mississippi and has an annual payroll of approximately \$5,607,686.71. The additions and expansion by Applicant upgraded and rendered the manufacturing process more efficient and expedient and permitted Applicant to better serve its customers.

7. That said exemptions of the tangible property described in Exhibit A attached hereto should be granted for a period of ten (10) years from December 31, 2012.

8. That the original cost of all property comprising the addition and expansion that was completed in the year 2012 is \$835,187.00, as shown in an itemized list attached hereto as Exhibit A and made a part hereof for all purposes.

PRAYER

WHEREFORE, Applicant prays that the Mayor and City Council enter a finding that a portion of Applicant's manufacturing facility is an expanded enterprise of public utility and that said additional and expanded portion was completed in the year 2012, within the meaning of applicable laws of Mississippi; and

That Applicant be granted an exemption from ad valorem taxation, except school district ad valorem taxation, as provided by law, for a period of ten (10) years commencing December 31, 2012, upon all of the tangible property described in Exhibit A attached hereto and made a part hereof, used in, or necessary to the operation of Applicant's manufacturing facility in Forrest County, Mississippi; and

That the Mayor and City Council approve this application by an order resolution spread upon its minutes declaring that such property is exempt from all ad valorem taxation, except school district ad valorem taxation and state ad valorem taxation, for a period of ten (10) years and forward the original and three (3) certified copies of this application and a certified transcript of such approval to the Mississippi State Tax Commission and upon approval of such application by the said Mississippi State Tax Commission and certification of its approval, the Mayor and City Council will enter a final order on its minutes granting the exemption herein prayed.

RESPECTFULLY SUBMITTED this 5 day of April, A.D. 2013.

ZEON CHEMICALS, L.P.

By: GR Andrews
GUINN R. ANDREWS, Controller

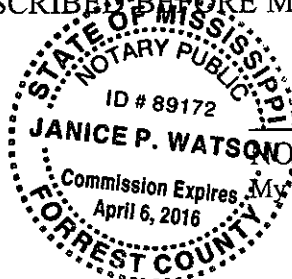
STATE OF MISSISSIPPI

COUNTY OF FORREST

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for said state and county, within my jurisdiction, GUINN R. ANDREWS, who is Controller for Zeon Chemicals, L.P., who acknowledged that she signed, executed and delivered the above and foregoing application on the day and year therein mentioned for and on behalf, in the name and as the act and deed of said Zeon Chemicals, L.P., she being first duly authorized so to do and who first by me being duly sworn, stated upon her oath that the facts contained in the above application are true and correct as therein stated.

GR Andrews
GUINN R. ANDREWS

SWORN TO AND SUBSCRIBED BEFORE ME on this 5th day of April, A.D., 2012.



Janice P. Watson
NOTARY PUBLIC
My commission expires: April 06, 2016

ZEON CHEMICALS L.P.
2012 Property Tax Calculation
Mississippi Plant

ASSET CATEGORY	Acquis. YEAR	ORIGINAL COST
-----	-----	-----
M&E	2012	\$626,681
INST	2012	\$175,584
F & F	2012	\$16,070
CE	2012	\$16,852
\$835,187		
\$10,215,441		\$10,215,441

**RESOLUTION OF THE CITY COUNCIL OF
HATTIESBURG, MISSISSIPPI
GRANTING EXEMPTION FROM AD VALOREM TAXES**

The City Council next took up for consideration the matter of the application of Zeon Chemicals, L.P. for exemption from ad valorem taxes; and the following Resolution, having first been reduced to writing, was introduced:

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG,
MISSISSIPPI, GRANTING EXEMPTION FROM AD VALOREM TAXES
TO ZEON CHEMICALS, L.P. AS AUTHORIZED BY
SECTION 27-31-105 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED.**

WHEREAS, Zeon Chemicals, L.P. on April 5, 2013 filed in triplicate with this Council its Application for Tax Benefits; and

WHEREAS, Zeon Chemicals, L.P. has produced written verification and documentation to this Council as to the authenticity and correctness of its Application in regards to the true value of the additions or expansions prayed to be exempted, the completion date of the additions and expansions, and that the additions and expansions described in its Application do not constitute renovations or replacements of realty or personality in whole or in part; and

WHEREAS, this Council finds that the property described in the said Application constitutes additions and expansions of an industrial enterprise of public utility which were in service or completed on the respective dates as shown on Exhibit "A" to the Application filed with this Council (a copy of Exhibit "A" is attached to this Resolution and incorporated by reference); and that Zeon Chemicals, L.P. is entitled to the exemption sought for a period of ten years, all subject to approval and certification by the Mississippi Department of Revenue.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hattiesburg, Mississippi, as follows:

Section 1. That the application for Ad Valorem Tax Exemption by Zeon Chemicals, L.P. for a consecutive period of ten (10) years from January 31, 2012 through December 31, 2022, as allowed by Section 27-31-105, Mississippi Code of 1972 as amended, as shown and described in Exhibit "A", be and the same is hereby approved, subject to approval and certification by the Mississippi Department of Revenue.

Section 2. That Zeon Chemicals, L.P. is hereby granted tax exemption on ad valorem taxes, except state and school district ad valorem taxation with respect to the personal property listed on Exhibit "A" for a period of ten (10) years, commencing on 1st day of January, 2013, and ending on the 31st day of December, 2022 with a total true value of \$835,187.00, or the amount approved by Mississippi Department of Revenue.

Section 3. That the Clerk of this Council be, and is hereby directed to spread a copy of this Resolution on the minutes of the City Council; and that the City Clerk shall forward the original and one certified copy of the Application, and the original and one certified copy of the transcript of this Resolution approving said Application and granting the relief prayed for therein to the Mississippi Department of Revenue for its approval and certification; after receipt of certification from the Mississippi Department of Revenue a Final Order of the Council granting the

exemption shall be spread upon the minutes and a certified copy of the Order and Application shall be filed with the Mississippi Department of Revenue and with the State Auditor's Office; and the Clerk of this Council shall also forward one certified copy of the said Application and of the Final Order granting the exemption to the Tax Assessor of Forrest County and receive the Certificate of said Tax Assessor stating that both the real and personal property as set forth in Exhibit "A" has been placed on the appropriate tax roll as "Non-taxable", except for state and school district ad valorem taxes for the duration of the exemption periods only.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 6th day of August, 2013.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 6th day of August, 2013.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

**RESOLUTION OF THE CITY COUNCIL OF
HATTIESBURG, MISSISSIPPI
GRANTING EXEMPTION FROM AD VALOREM TAXES**

The City Council next took up for consideration the matter of the application of Zeon Chemicals, L.P. for exemption from ad valorem taxes; and the following Resolution, having first been reduced to writing, was introduced:

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG,
MISSISSIPPI, GRANTING EXEMPTION FROM AD VALOREM TAXES
TO ZEON CHEMICALS, L.P. AS AUTHORIZED BY
SECTION 27-31-105 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED.**

WHEREAS, Zeon Chemicals, L.P. on April 5, 2013 filed in triplicate with this Council its Application for Tax Benefits; and

WHEREAS, Zeon Chemicals, L.P. has produced written verification and documentation to this Council as to the authenticity and correctness of its Application in regards to the true value of the additions or expansions prayed to be exempted, the completion date of the additions and expansions, and that the additions and expansions described in its Application do not constitute renovations or replacements of realty or personality in whole or in part; and

WHEREAS, this Council finds that the property described in the said Application constitutes additions and expansions of an industrial enterprise of public utility which were in service or completed on the respective dates as shown on Exhibit "A" to the Application filed with this Council (a copy of Exhibit "A" is attached to this Resolution and incorporated by reference); and that Zeon Chemicals, L.P. is entitled to the exemption sought for a period of ten years, all subject to approval and certification by the Mississippi Department of Revenue.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hattiesburg, Mississippi, as follows:

Section 1. That the application for Ad Valorem Tax Exemption by Zeon Chemicals, L.P. for a consecutive period of ten (10) years from December 31, 2012 through December 31, 2022, as allowed by Section 27-31-105, Mississippi Code of 1972 as amended, as shown and described in Exhibit "A", be and the same is hereby approved, subject to approval and certification by the Mississippi Department of Revenue.

Section 2. That Zeon Chemicals, L.P. is hereby granted tax exemption on ad valorem taxes, except state and school district ad valorem taxation with respect to the personal property listed on Exhibit "A" for a period of ten (10) years, commencing on 1st day of January, 2013, and ending on the 31st day of December, 2022 with a total true value of \$835,187.00, or the amount approved by Mississippi Department of Revenue.

Section 3. That the Clerk of this Council be, and is hereby directed to spread a copy of this Resolution on the minutes of the City Council; and that the City Clerk shall forward the original and one certified copy of the Application, and the original and one certified copy of the transcript of this Resolution approving said Application and granting the relief prayed for therein to the Mississippi Department of Revenue for its approval and certification; after receipt of certification from the Mississippi Department of Revenue a Final Order of the Council granting the

exemption shall be spread upon the minutes and a certified copy of the Order and Application shall be filed with the Mississippi Department of Revenue and with the State Auditor's Office; and the Clerk of this Council shall also forward one certified copy of the said Application and of the Final Order granting the exemption to the Tax Assessor of Forrest County and receive the Certificate of said Tax Assessor stating that both the real and personal property as set forth in Exhibit "A" has been placed on the appropriate tax roll as "Non-taxable", except for state and school district ad valorem taxes for the duration of the exemption periods only.

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

YEAS: Bradley
Carroll
Dryden
Naylor

NAYS: None ABSENT: Delgado

The President thereby declared the motion carried and the Resolution adopted, this the 6th day of August, 2013.

(S E A L)

ATTEST:

Diana K. Bernards
CLERK OF COUNCIL

ADOPTED:

[Signature]
PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 6th day of August, 2013.

ATTEST:

[Signature]
CITY CLERK

APPROVED:

[Signature]
MAYOR

FILED

APPLICATION OF ZEON CHEMICALS, L.P.

APR 05 2013

FOR EXEMPTION FROM AD VALOREM TAXES FOR A PERIOD
OF TEN YEARS AS AUTHORIZED BY SECTION 27-31-101, ET
SEQ., OF THE MISSISSIPPI CODE OF 1972, AS AMENDED

Eddie R. Myers, City Clerk
Deputy Clerk

TO THE MAYOR AND CITY COUNCIL OF THE CITY OF HATTIESBURG,

MISSISSIPPI:

1. Zeon Chemicals, L.P. files this its application in triplicate for exemption from ad valorem taxation, and respectfully represents unto the Mayor and City Council of the City of Hattiesburg, Mississippi, hereinafter referred to as the "Mayor and City Council", as follows:
2. Applicant, Zeon Chemicals, L.P., is a limited partnership with offices and manufacturing facilities located in the city of Hattiesburg, Forrest County, Mississippi, and has been for more than five (5) continuous years, which manufacturing facility primarily manufactures synthetic rubber.
3. Applicant is now operating as a manufacturing enterprise within the city of Hattiesburg, Forrest County, Mississippi, which manufacturing enterprise is a bona fide expanded enterprise of public utility within the meaning of Section 27-31-101, et seq., and related sections of the Mississippi Code of 1972, as amended, and is eligible for the exemption granted by Section 27-31-105 of the Mississippi Code of 1972, as amended, by specific enumeration, namely the owner and operator of a manufacturing enterprise of public utility who has made additions to or expansions of the manufacturing facility and has replaced equipment and machinery used in connection with and necessary to the operation of such manufacturing enterprise.
4. Applicant is the owner of real property on which the Applicant's manufacturing enterprise is presently constructed and located and on which the additions to or expansions of the manufacturing facility were also constructed and erected, and which is located at 1301 West Seventh Street in said city and county.

2013 APR 05 10:00 AM

5. Additions were made to said enterprise in the year 2012 as shown on Exhibit A attached hereto and made a part hereof; and therefore, the exemption hereby claimed should commence as of December 31, 2012.

6. The Applicant employs approximately forty-nine (49) employees in the city of Hattiesburg, Forrest County, Mississippi and has an annual payroll of approximately \$5,607,686.71. The additions and expansion by Applicant upgraded and rendered the manufacturing process more efficient and expedient and permitted Applicant to better serve its customers.

7. That said exemptions of the tangible property described in Exhibit A attached hereto should be granted for a period of ten (10) years from December 31, 2012.

8. That the original cost of all property comprising the addition and expansion that was completed in the year 2012 is \$835,187.00, as shown in an itemized list attached hereto as Exhibit A and made a part hereof for all purposes.

PRAYER

WHEREFORE, Applicant prays that the Mayor and City Council enter a finding that a portion of Applicant's manufacturing facility is an expanded enterprise of public utility and that said additional and expanded portion was completed in the year 2012, within the meaning of applicable laws of Mississippi; and

That Applicant be granted an exemption from ad valorem taxation, except school district ad valorem taxation, as provided by law, for a period of ten (10) years commencing December 31, 2012, upon all of the tangible property described in Exhibit A attached hereto and made a part hereof, used in, or necessary to the operation of Applicant's manufacturing facility in Forrest County, Mississippi; and

That the Mayor and City Council approve this application by an order resolution spread upon its minutes declaring that such property is exempt from all ad valorem taxation, except school district ad valorem taxation and state ad valorem taxation, for a period of ten (10) years and forward the original and three (3) certified copies of this application and a certified transcript of such approval to the Mississippi State Tax Commission and upon approval of such application by the said Mississippi State Tax Commission and certification of its approval, the Mayor and City Council will enter a final order on its minutes granting the exemption herein prayed.

RESPECTFULLY SUBMITTED this 5 day of April, A.D. 2013.

ZEON CHEMICALS, L.P.

By: GR Andrew
GUINN R. ANDREWS, Controller

STATE OF MISSISSIPPI

COUNTY OF FORREST

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for said state and county, within my jurisdiction, GUINN R. ANDREWS, who is Controller for Zeon Chemicals, L.P., who acknowledged that she signed, executed and delivered the above and foregoing application on the day and year therein mentioned for and on behalf, in the name and as the act and deed of said Zeon Chemicals, L.P., she being first duly authorized so to do and who first by me being duly sworn, stated upon her oath that the facts contained in the above application are true and correct as therein stated.

GR Andrew
GUINN R. ANDREWS

SWORN TO AND SUBSCRIBED BEFORE ME on this 5th day of April,
A.D., 2012.


Janice P. Watson
NOTARY PUBLIC
My commission expires: April 06, 2016

ZEON CHEMICALS L.P.
2012 Property Tax Calculation
Mississippi Plant

ASSET CATEGORY	Acquis. YEAR	ORIGINAL COST
M&E	2012	\$626,681
INST	2012	\$175,584
F & F	2012	\$16,070
CE	2012	\$16,852
\$835,187		
\$10,215,441		\$10,215,441



City of Hattiesburg, MS

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

Master

File Number: 2013-0457

File ID: 2013-0457

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 07/29/2013

Brief Title: Resolution granting ad valorem tax exemption

Final Action: 08/06/2013

Minute Book Number: MB2013-215

Title:

Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes, to Mississippi Tank Company, for a period not to exceed ten(10) years, commencing on December 31, 2012 and ending December 31, 2022, with a total true value of \$ 638,130.88 or the amount approved by Mississippi Department of Revenue.

Notes:

Sponsors:

Enactment Date:

Attachments: ADP letter- MS Tank, Ms Tank Application, Ms Tank Resolution, executed Ms Tank Resolution
RES2013-67

Enactment Number:

Contact:

Meeting Date:

Drafter: Kermas Eaton

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/06/2013	Adopt				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes, to Mississippi Tank Company, for a period not to exceed ten(10) years, commencing on December 31, 2012 and ending December 31, 2022, with a total true value of \$ 638,130.88 or the amount approved by Mississippi Department of Revenue.

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

Yeas: 4 - Bradley, Carroll, Dryden and Naylor

Nays: 0

Absent: 1 - Delgado

Yea: 4 Council Member Bradley
Council Member Carroll
Council Member Dryden
Council Member Naylor

TEL-No Vote: 0

Text of Legislative File 2013-0457

Title

Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes, to Mississippi Tank Company, for a period not to exceed ten(10) years, commencing on December 31, 2012 and ending December 31, 2022, with a total true value of \$ 638,130.88 or the amount approved by Mississippi Department of Revenue.

Summary

Resolution granting ad valorem tax exemption.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MEMORANDUM

TO: City Council, City of Hattiesburg
DATE: July 18, 2013
FROM: Chad Newell *C.N.*
RE: Mississippi Tank Company

We greatly appreciate the opportunity to review the ad valorem tax exemption application for Mississippi Tank Company, located at 3000 W. 7th Street, Hattiesburg, Forrest County, MS. Upon further review by the Area Development Partnership (ADP) economic development staff, the request appears to be in order and warrants strong consideration by the council. As businesses maneuver through today's economy, we need to work diligently to ensure that we continue to provide a pro-business operating environment for existing businesses and those we are trying to recruit.

Mississippi Tank is a longstanding corporate citizen here in Hattiesburg and currently employs 180 with a payroll over \$7 million. The company seeks a 10 year ad valorem tax exemption for facility improvements and replacement of machinery and equipment completed during 2012 with an established value totaling \$638,130.88. Again, we are in favor of this exemption and certainly appreciate your consideration.

APPLICATION TO THE CITY COUNCIL
OF
CITY OF HATTIESBURG, FORREST COUNTY, MISSISSIPPI
FOR EXEMPTION FROM
AD VALOREM TAXES

APPLICATION OF MISSISSIPPI TANK COMPANY
FOR EXEMPTION FROM
AD VALOREM TAXES FOR A PERIOD OF
10 YEARS AS AUTHORIZED BY
SECTION 27-31-105, et seq., OF THE
MISSISSIPPI CODE OF 1972, AS AMENDED

FILED
MAY 03 2013
EDDIE R. MYERS, CITY CLERK
By *[Signature]*
Deputy Clerk

TO THE HONORABLE CITY COUNCIL, CITY OF HATTIESBURG, FORREST COUNTY,
MISSISSIPPI:

Comes now *Mississippi Tank Company*, and files this its Application with copies in triplicate for exemption from ad valorem taxation, except school district taxes and the "mandated levies" described in Code Section 27-39-329 and respectfully represents unto the Honorable City Council, City of Hattiesburg, Forrest County, Mississippi as follows:

1. Applicant has negotiated in good faith with the City Council as to the ad valorem tax exemption authorized by Code Section 27-31-105 and related Code Sections.
2. Applicant, *Mississippi Tank Company*, is a Mississippi Corporation and domiciled in the City of Hattiesburg, Forrest County, Mississippi.
3. Applicant operates as a manufacturer of compressed gas tanks, transport trailers, pressure vessels, and steel storage tanks, in Forrest County, Mississippi, which industry is a bona fide expanded enterprise of "public utility" within the meaning of Section 27-31-105 et seq., and related Sections of the Mississippi Code of 1972, as amended, which has made additions to or expansions of its facilities or properties or replacement of equipment used in connection with or necessary to the operation of such enterprise.
4. The Applicant is therefore eligible for the exemption granted by Code Section 27-31-105 as a manufacturing enterprise described in Code Section 27-31-101.
5. The exemption prayed for in this Application is with regard to additions to, expansions of, or replacements with respect to Applicant's said enterprise of "public utility" as enumerated in Code Section

27-31-101 et seq., and related Sections of the Mississippi Code of 1972, as amended, and is eligible for exemption, namely Mississippi Code Annotated Section 27-31-105, which expansions, additions, and replacements will promote the industrialization of Mississippi, and will promote the development of the City of Hattiesburg, Forrest County, Mississippi.

6. Applicant has expanded and upgraded its facilities with additions and replacements during 2012. This Application relates to the additions and replacements (as listed in "Exhibit A" hereto) acquired as a result of such additions, expansions and replacements.

7. Applicant's additions, expansions, and replacements, which are the subject of this Application, were completed within the meaning of the applicable statutes of the State of Mississippi on December 31, 2012. In accordance with the provisions of Code Section 27-31-105, the exemption hereby claimed should commence on the 1st day of January 2013.

8. The true value of all property to be exempted is \$ 638,130.88 as shown in the itemized list attached hereto as "Exhibit A" and made a part hereof.

9. The exemption from ad valorem taxation, except school district taxes and the "mandated levies", on the tangible property described in "Exhibits A" should be granted for a ten (10) year period beginning on 1st day of January, 2013, and ending on the 31st day of December, 2022.

PRAYER

WHEREFORE, Applicant prays that this City Council, City of Hattiesburg, Forrest County, Mississippi, enter a finding that the Applicant has negotiated in good faith with the City Council as to the requested exemption; the Applicant has in fact undertaken an addition to, expansion of, or replacement with respect to an enterprise of "public utility"; and that the additions, expansions, and replacements were completed on December 31, 2012, and that the Applicant be granted an exemption, under Code Section 27-31-105, from ad valorem taxation, except school district ad valorem taxes and the "mandated levies" described in Code Section 27-39-329, as provided by law, for a ten-year period beginning on January 1, 2013, for the items of tangible property used in, or necessary to the operation of the Applicant's expanded enterprise in the County of Forrest, City of Hattiesburg, Mississippi and described in "Exhibit A" attached hereto; and

That this City Council, City of Hattiesburg, Mississippi, approve this Application by an Order of Resolution spread upon its minutes, declaring that such property is exempt from all ad valorem taxation, except school district ad valorem taxes and the "mandated levies", for a period of ten (10) years and forward the original and three (3) copies of this Application and a certified transcript of such approval

to the Mississippi Department of Revenue and that, upon approval of this Application by the Mississippi Department of Revenue and the issuance of its certificate of approval, the City Council, City of Hattiesburg, Forrest County, Mississippi, will enter a Final Order on its minutes granting the prayed for exemption and notify the County Tax Assessor of such exemption and obtain a certificate of the County Tax Assessor verifying the status of said property as non-taxable on the appropriate tax rolls.

Respectfully submitted, this the 24th day of April 2013.

APPLICANT:

MISSISSIPPI TANK COMPANY

By: Fredrick S. Sherard

COMPTROLLER
Title

ATTEST: Christine Faller

MISSISSIPPI TANK COMPANY

3000 W. 7th Street
Hattiesburg, Mississippi

Additions/Expansions 2012

"EXHIBIT A"**Real Property**

New Warehouse Building - and Engineering Department	174,184.82 *
	174,184.82

Legal Description:(PPIN 26408 - Parcel 2-028F-06-099,00)

Beg 371.7FT N SE COR SE 1/4 N 688 FTNW 340.8 Ft W 72.5 FT
S 40 SWLY 93 FT S 24.40 NWLY 71.7 N 200 E 70 TO POB

Personal Property

ACCURPRESS TOOLING	5,267.50
SPECIAL 4-WAY DIE FOR PRESS BRAKE	7,713.67
TWO (2) OPTIPLEX PC'S	2,076.59
EIGHT (8) MONITORS	1,826.88
DELL SERVER	5,440.79
THREE (3) DELL PC'S	2,610.56
LAPTOP COMPUTER	2,675.00
VERTICLE BANDSAW	82,024.00
TOYOTA LIFT TRUCK	28,010.00
USED 2004 OTTAWA SINGLE AXLE YARD TRUCK	26,500.00
TOYOTA LIFT TRUCK	32,602.90
(2) 3 TON CRANES W/5HP MOTORS	8,764.00
TWO (2) WELD WIRE DRIVE AND IDLE ROLLS	22,034.00
TRHEE (3) GOLD STAR WELDING MACHINES	13,543.70
SEVEN (7) OVERHEAD CRANES	90,056.79
2 TON ELECTRIC HOIST W/15 FT LIFT	2,474.38
LINCOLN WELDING MACHINE	4,153.74
LINCOLN WELDING MACHINE	5,306.13
1 TON ELECTRIC HOIST W/15 FT LIFT	3,685.13
LINCOLN WELDING MACHINE	5,307.37
LINCOLN WELDING MACHINE	5,286.87
TWO (2) LINCOLN WELDING MACHINES	9,734.86
ELECTRIC BRAKE ASSEMBLY FOR CRANE	8,587.48
LINCOLN WELDING MACHINE	6,840.35
20 HP CRANE	9,538.56
FNDX SHS X-RAY PROCESSOR	32,800.00
PRESS BRAKE CONTROLS	25,750.00
HONEYWELL MODEL DPR250 STRIP CHART RECORDER FOR OVEN	5,387.76
CUTMASTER PLASMA TORCH	2,549.05
DE-MISTER FOR PAINT SHOP COMPRESSOR	5,398.00

2012 New Additions - Real and Personal:	638,130.88
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** The Real Property value may differ based on the appraisal and assistance from the Tax Assessor's Office.*

RESOLUTION GRANTING EXEMPTION

FROM AD VALOREM TAXES

The City Council, City of Hattiesburg, Mississippi, this day considered the matter of granting exemption from ad valorem taxes, except school district taxes, to Mississippi Tank Company. The governing authority finds that the above named enterprise has submitted verification and documentation as to the authenticity and accuracy of the application in regard to the true value of the property to be exempted and the date of completion of said enterprise. The authority also finds that the property described in the application constitutes an industrial enterprise as described in Section 27-31-101, Mississippi Code of 1972, as amended.

This governing authority does hereby grant, subject to approval and certification of the Mississippi Department of Revenue, ad valorem tax exemption to the above taxpayer for a period of 10 years, beginning January 1, 2013, on the property described in the application with a total true value of \$ 638,130.88.

Therefore the resolution to grant ad valorem tax exemption to the above named enterprise is hereby approved by the City Council, City of Hattiesburg, Mississippi for a period of 10 years as authorized by Section 27-31-101 et seq., Mississippi Code of 1972, as amended, on this the _____ day of _____, 2013.

Granting Authority

Name & Title

(SEAL)

Attest:

FINAL
RESOLUTION GRANTING EXEMPTION
FROM AD VALOREM TAXES

The City Council of City of Hattiesburg, Mississippi this day considered the matter of granting exemption from ad valorem taxes, except school district taxes, to Mississippi Tank Company.

The governing authority finds that the Mississippi Department of Revenue has certified that the applicant is eligible for exemption. The authority also finds that the property described in the application constitutes an industrial enterprise as described in Section 27-31-101, Mississippi Code of 1972, as amended.

This governing authority does hereby grant ad valorem tax exemption to the above taxpayer for a period of 10 years, beginning January 1, 2013, and expiring December 31, 2022 on the property described in the application with a total true value of \$ 638,130.88.

Therefore the resolution to grant ad valorem tax exemption to the above named enterprise is hereby approved by the City Council, City of Hattiesburg, Mississippi for a period of 10 years as authorized by Section 27-31-101 et seq., Mississippi Code of 1972, as amended, on this the _____ day of _____ 2013.

Granting Authority

Name & Title

(SEAL)

Attest:

**RESOLUTION OF THE CITY COUNCIL OF
HATTIESBURG, MISSISSIPPI
GRANTING EXEMPTION FROM AD VALOREM TAXES**

The City Council next took up for consideration the matter of the application of Mississippi Tank Company for exemption from Ad Valorem taxes; and the following Resolution, having first been reduced to writing, was introduced:

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG,
MISSISSIPPI, GRANTING EXEMPTION FROM AD VALOREM TAXES
TO WESTERN CONTAINER CORPORATION AS AUTHORIZED BY
SECTION 27-31-105 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED.**

WHEREAS, Mississippi Tank Company on May 3, 2013, filed in triplicate with this Council its Application for Tax Benefits; and

WHEREAS, Mississippi Tank Company has produced written verification and documentation to this Council as to the authenticity and correctness of its Application in regards to the true value of the additions or expansions prayed to be exempted, the completion date of the additions and expansions, and that the additions and expansions described in its Application do not constitute renovations or replacements of realty or personality in whole or in part; and

WHEREAS, this Council finds that the property described in the said Application constitutes additions and expansions of an industrial enterprise of public utility which were in service or completed on the respective dates as shown on Exhibit "A" to the Application filed with this Council (a copy of Exhibit "A" is attached to this Resolution and incorporated by reference); and that Western container Corporation is entitled to the exemption sought for a period of ten (10) years, all subject to approval and certification by the Mississippi Department of Revenue.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hattiesburg, Mississippi, as follows:

Section 1. That the application for Ad Valorem Tax Exemption by Mississippi Tank Company for a consecutive period of ten (10) years from December 2012 through December 31, 2022, as allowed by Section 27-31-105, Mississippi Code of 1972 as amended, and as shown and described in Exhibit "A", be and the same is hereby approved, subject to approval and certification by the Mississippi Tank Company is hereby granted tax exemption on ad valorem taxes, except state and school district ad valorem taxation with respect to the personal property listed on Exhibit "A" for a period of ten (10) years, commencing on the December 31, 2012 and ending on December 31, 2022 with a total true value of \$638,130.88 or the amount approved by Mississippi Department of Revenue.

Section 3. That the Clerk of this Council be, and is hereby directed to spread a copy of this Resolution on the minutes of the City Council; and that the City Clerk shall forward the original and one certified copy of the Application, and the original and one certified copy of the transcript of this Resolution approving said Application and granting the relief prayed for therein to the Mississippi Department of Revenue for its approval and certification; after receipt of certification

from the Mississippi Department of Revenue a Final Order of the Council granting the exemption shall be spread upon the minutes and a certified copy of the Order and Application shall be filed with the Mississippi Department of Revenue and with the State Auditor's Office; and the Clerk of this Council shall also forward one certified copy of the said Application and of the Final Order granting the exemption to the Tax Assessor of Forrest County and receive the Certificate of said Tax Assessor stating that both the real and personal property as set forth in Exhibit "A" has been placed on the appropriate tax roll as "Non-taxable", except for state and school district ad valorem taxes for the duration of the exemption periods only.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 6th day of August, 2013.
(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 6th day of August, 2013.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

**RESOLUTION OF THE CITY COUNCIL OF
HATTIESBURG, MISSISSIPPI
GRANTING EXEMPTION FROM AD VALOREM TAXES**

The City Council next took up for consideration the matter of the application of Mississippi Tank Company for exemption from Ad Valorem taxes; and the following Resolution, having first been reduced to writing, was introduced:

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG,
MISSISSIPPI, GRANTING EXEMPTION FROM AD VALOREM TAXES
TO WESTERN CONTAINER CORPORATION AS AUTHORIZED BY
SECTION 27-31-105 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED.**

WHEREAS, Mississippi Tank Company on May 3, 2013, filed in triplicate with this Council its Application for Tax Benefits; and

WHEREAS, Mississippi Tank Company has produced written verification and documentation to this Council as to the authenticity and correctness of its Application in regards to the true value of the additions or expansions prayed to be exempted, the completion date of the additions and expansions, and that the additions and expansions described in its Application do not constitute renovations or replacements of realty or personality in whole or in part; and

WHEREAS, this Council finds that the property described in the said Application constitutes additions and expansions of an industrial enterprise of public utility which were in service or completed on the respective dates as shown on Exhibit "A" to the Application filed with this Council (a copy of Exhibit "A" is attached to this Resolution and incorporated by reference); and that Western container Corporation is entitled to the exemption sought for a period of ten (10) years, all subject to approval and certification by the Mississippi Department of Revenue.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hattiesburg, Mississippi, as follows:

Section 1. That the application for Ad Valorem Tax Exemption by Mississippi Tank Company for a consecutive period of ten (10) years from December 2012 through December 31, 2022, as allowed by Section 27-31-105, Mississippi Code of 1972 as amended, and as shown and described in Exhibit "A", be and the same is hereby approved, subject to approval and certification by the Mississippi Tank Company is hereby granted tax exemption on ad valorem taxes, except state and school district ad valorem taxation with respect to the personal property listed on Exhibit "A" for a period of ten (10) years, commencing on the December 31, 2012 and ending on December 31, 2022 with a total true value of \$638,130.88 or the amount approved by Mississippi Department of Revenue.

Section 3. That the Clerk of this Council be, and is hereby directed to spread a copy of this Resolution on the minutes of the City Council; and that the City Clerk shall forward the original and one certified copy of the Application, and the original and one certified copy of the transcript of this Resolution approving said Application and granting the relief prayed for therein to the Mississippi Department of Revenue for its approval and certification; after receipt of certification

from the Mississippi Department of Revenue a Final Order of the Council granting the exemption shall be spread upon the minutes and a certified copy of the Order and Application shall be filed with the Mississippi Department of Revenue and with the State Auditor's Office; and the Clerk of this Council shall also forward one certified copy of the said Application and of the Final Order granting the exemption to the Tax Assessor of Forrest County and receive the Certificate of said Tax Assessor stating that both the real and personal property as set forth in Exhibit "A" has been placed on the appropriate tax roll as "Non-taxable", except for state and school district ad valorem taxes for the duration of the exemption periods only.

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

YEAS: Bradley
Carroll
Dryden
Naylor

NAYS: None ABSENT: Delgado

The President thereby declared the motion carried and the Resolution adopted, this the 6th day of August, 2013.

(S E A L)

ATTEST:

Anna H. Burdick

CLERK OF COUNCIL

ADOPTED:

[Signature]
PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 6th day of August, 2013.

ATTEST:

Adrian P. Myers
CITY CLERK

APPROVED:

[Signature]
MAYOR



City of Hattiesburg, MS

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

Master

File Number: 2013-0456

File ID: 2013-0456

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 07/29/2013

Brief Title: Resolution granting ad valorem tax exemption

Final Action: 08/06/2013

Minute Book Number: MB2013-215-216

Title:

Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes, to Western Container Corporation, for a period of ten (10) tears, commencing on December 31, 2012 and ending on December 31, 2022, with a total true value of \$7,147,317.95, or the amount approved by Mississippi Department of Revenue.

Notes:

Sponsors:

Enactment Date:

Attachments: Adp Letter wester container, Western container App, Western Container Resolution, executed western container resolution RES2013-68

Enactment Number:

Contact:

Meeting Date:

Drafter: Kermas Eaton

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/06/2013	Adopt				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes, to Western Container Corporation, for a period of ten (10) tears, commencing on December 31, 2012 and ending on December 31, 2022, with a total true value of \$7,147,317.95, or the amount approved by Mississippi Department of Revenue.

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

Yeas: 4 - Bradley, Carroll, Dryden and Naylor

Nays: 0

Absent: 1 - Delgado

Yea: 4 Council Member Bradley
Council Member Carroll
Council Member Dryden
Council Member Naylor

TEL-No Vote: 0

Text of Legislative File 2013-0456

Title

Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes, to Western Container Corporation, for a period of ten (10) tears, commencing on December 31, 2012 and ending on December 31, 2022, with a total true value of \$7,147,317.95, or the amount approved by Mississippi Department of Revenue.

Summary

Resolution granting ad valorem exemption

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MEMORANDUM

TO: City Council, City of Hattiesburg
DATE: July 18, 2013
FROM: Chad Newell *C.N.*
RE: Western Container Corporation

We greatly appreciate the opportunity to review the ad valorem tax exemption application for Western Container Corporation, located at 110 W. L. Runnels Drive Hattiesburg, Forrest County, MS. Upon further review by the Area Development Partnership (ADP) economic development staff, the request appears to be in order and warrants strong consideration by the council. As businesses maneuver through today's economy, we need to work diligently to ensure that we continue to provide a pro-business operating environment for existing businesses and those we are trying to recruit.

Western Container is applying for a 10 year ad valorem tax exemption for equipment additions of machinery and equipment and real property improvements completed during 2012. The total employment of the company is 120. The value of the machinery and equipment and additional improvements total \$7,147,317.95. Again, we are in favor of this exemption and certainly appreciate your consideration.

07-12-13P02:45 RCH

**APPLICATION OF WESTERN CONTAINER CORPORATION
FOR A 2012 ADDITIONS EXEMPTION FROM AD VALOREM
PROPERTY TAXES FOR THE 2012 ADDITIONS TO/
REPLACEMENTS AT ITS MANUFACTURING/WAREHOUSING
FACILITY, AS AUTHORIZED BY § 27-31-105, *INTER ALIA*,
OF THE MISSISSIPPI CODE OF 1972, AS AMENDED**

TO THE HONORABLE MAYOR AND CITY COUNCIL
OF THE CITY OF HATTIESBURG, MISSISSIPPI:

COMES NOW Western Container Corporation ("**Western**"), by and through Dale Hosack, its Chief Financial Officer, and files, in triplicate and under oath, this its written Application for exemption ("**2012 Additions Exemption**") from ad valorem property taxation ("**Taxes**") pursuant to § 27-31-105, *inter alia* (collectively "**Statutes**"), of the Mississippi Code of 1972, as amended ("**Code**"), and respectfully represents unto this Honorable Mayor and City Council (collectively "**Council**") as follows:

I.

Western is a Texas corporation which is duly qualified to do and is doing business in the City of Hattiesburg ("**City**"), State of Mississippi ("**State**"), at its facility located at 110 W. L. Runnels Industrial Drive in the Forrest County Industrial Park ("**Facility**"), operating a manufacturing/warehousing enterprise.

II.

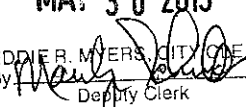
The Facility is used for the receipt, manufacture, handling, storage, warehousing, shipment, distribution, and wholesale sale for resale of injection and blow molded proprietary plastic containers and for the conducting and administration of the business of the Facility ("**Enterprise**").

III.

Under the terms of Section 2(A)(ii) of a certain "Resolution . . . on Behalf of the City of Hattiesburg, Mississippi . . . Declaring the Intention and Agreement of the Mayor and City Council of Such City to Grant Certain Ad Valorem Property Tax Exemptions . . . As Inducements for the Location By Western Container Corporation of Its New Industrial and Manufacturing Facility in Such City" ("**Intent Resolution**"), dated February 3, 1998, and on file and of record in the Minutes of the Council, the City declared its intention and agreement to grant future Additions Exemptions to Western because of the location of its Enterprise in the City.

IV.

Western completed certain additions to/replacements at the Facility in 2012 (collectively "**2012 Additions**"). The 2012 Additions consisted of certain machinery and equipment and real property improvements used by Western at the Facility.

FILED
MAY 30 2013
EDDIE R. MYERS, CITY CLERK
By:  Deputy Clerk

V.

The 2012 Additions contributed to an increase in employment of approximately eight (8) new full-time jobs and to an aggregate annual payroll increase of approximately Eight Hundred One Thousand Nine Hundred Eighty-Six Dollars and Zero Cents (\$801,986.00) at the Facility during 2012 and to an aggregate increase of approximately thirty-four (34) full-time jobs and to an aggregate increase in payroll of approximately Three Million Three Hundred Eighty-Two Thousand Three Hundred Fifty-One Dollars and Zero Cents (\$3,382,351.00) over the original projections thereof in the Intent Resolution. Therefore, the 2012 Additions assisted in the creation of new employment and payroll at the Facility, as well as in the creation and preservation of other ancillary jobs in the City (collectively "**City Jobs/Payroll**"), through which Western has already made and will continue to make a major contribution and commitment to the economic development of the City.

VI.

Western has been and will continue to be engaged in the Enterprise in the City within the meaning of, and as enumerated in, the Statutes, and the 2012 Additions constitute property used in connection with, and necessary to, the operation of such Enterprise of Western in the City and thus constitute additions to/replacements at a bona fide enterprise as described in an enumerated class of enterprises within the meaning of the Statutes and eligible for the 2012 Additions Exemption authorized by the Statutes and contemplated by the Intent Resolution.

VII.

The Statutes authorize and empower the Council, in its discretion and in addition to all other exemptions granted under the laws of the State, to grant the 2012 Additions Exemption from Taxes on tangible property which is located in the City and used in connection with, or necessary to, the operation of the enterprises described in the classes enumerated therein, specifically including manufacturing/warehousing enterprises, except that the 2012 Additions Exemption does not extend to Taxes on the products of such enterprises or to the Taxes on automobiles and trucks belonging to such enterprises and operating on or over the highways of this State (collectively "**Eligible Property**"), or to Taxes for school district purposes ("**School Taxes**") or to State Taxes (together with the School Taxes, collectively "**Excluded Taxes**"). Therefore, as authorized by the Statutes and as contemplated by the Intent Resolution, the 2012 Additions qualify as Eligible Property of Western used in connection with, or necessary to, the operation of the Enterprise of Western in the City and may, in the discretion of the Council, be exempt from all Taxes imposed thereon by the City, but specifically excepting the Excluded Taxes.

VIII.

The Eligible Property comprising the 2012 Additions used in connection with, or necessary to, the operation of Western's Enterprise, which is proposed to be exempted by the 2012 Additions Exemption and which does not include any products of Western or any

automobiles and trucks of Western operating on or over the highways of this State, is described in Exhibit "A" attached hereto, incorporated herein by reference, and expressly made a part hereof for all purposes as if fully copied herein. The aggregate true value of all the Eligible Property proposed to be exempted is Seven Million One Hundred Forty-Seven Thousand Three Hundred Seventeen Dollars and Ninety-Five Cents (\$7,147,317.95), as itemized as required by the Statutes in Exhibit "A," with Western making both a significant capital investment in the City and a major contribution to the economic development of the City through the 2012 Additions to/at the Facility in the City (collectively with the City Jobs/Payroll, "**Economic Impact**").

IX.

The 2012 Additions were completed by December 31, 2012 ("**Commencement Date**"), and operation of the 2012 Additions was begun during 2012. The Statutes require that the Application for the 2012 Additions Exemption be filed on or before June 1st of the year immediately following the year of completion of the additions, *i.e.*, more particularly, June 1, 2013 for the 2012 Additions. Pursuant to the Statutes, this Application is being timely filed on or before June 01, 2013 in order for the 2012 Additions Exemption to be effective December 31, 2012 for the 2012 Additions.

X.

The maximum term of the 2012 Additions Exemption under the Statutes is a period of ten (10) years ("**Term**") from the Commencement Date. Pursuant to the Statutes, Western hereby requests that the Council grant such 2012 Additions Exemption for the 2012 Additions for the Term, with such 2012 Additions Exemption for the 2012 Additions to begin with the Commencement Date and continue for the Term until December 31, 2022 ("**Termination Date**").

XI.

The Council is authorized and empowered by the provisions of the Statutes to grant the 2012 Additions Exemption to Western with respect to the 2012 Additions being used in the Enterprise located within the City.

XII.

The Enterprise is providing and will provide employment and a payroll at the Facility in the City, and the Council should acknowledge Western's contribution and commitment to the economic development of the City by exercising its discretionary authority to grant to Western such 2012 Additions Exemption for the Eligible Property comprising the 2012 Additions to/at the Facility for the Term.

XIII.

As a result of the Intent Resolution, the 2012 Additions Exemption available to Western under the laws of the State constituted an inducement to Western upon which it relied, and thus played a major role in, Western's decision both to locate the Enterprise in the City and to make

the 2012 Additions to/at the Facility in the City, and sufficient consideration in the form of the Economic Impact and Western's reliance on such inducement, as well as certain other good and valuable nonmonetary consideration (collectively "**Consideration**"), has been and will be received by the City from Western in order to support the granting of the 2012 Additions Exemption to Western.

XIV.

Therefore, pursuant to the provisions of the Statutes and the Intent Resolution, Western respectfully requests that the Council grant to Western the 2012 Additions Exemption from all such Taxes, excepting the Excluded Taxes, imposed by the City on the Eligible Property comprising the 2012 Additions.

WHEREFORE, PREMISES CONSIDERED, Western prays (i) that this Application be received, filed, reviewed and approved by the Area Development Partnership ("**Developer**"), as well as any and all other appropriate City authorities, and placed in line for consideration on the agenda of the appropriate Council meeting; and (ii) that, upon its approval of this Application, the Council will, in recognition of the above premises, the Intent Resolution, the recommendation of the Developer, and the Consideration, spread upon its Minutes an interim resolution which:

(A) Finds that the 2012 Additions to/at the Facility were in fact made to a bona fide enterprise described in a class of enterprises enumerated by the Statutes, being, more specifically, a manufacturing/warehousing enterprise, and were completed in 2012 within the meaning of the Statutes;

(B) Finds that the Council recognizes and acknowledges that the 2012 Additions Exemption available to Western and contemplated by the Intent Resolution constituted an inducement to Western and thus played a major role in Western's decision to make the 2012 Additions to/at the Facility in the City;

(C) Finds further that Western is eligible for and, pursuant to the Intent Resolution, entitled to the 2012 Additions Exemption from all such Taxes imposed by the City on the 2012 Additions, excepting the Excluded Taxes, in an amount to be determined annually by the appropriate taxing authorities, as provided by Mississippi law, commencing with the Commencement Date, continuing for the Term, and ending on the Termination Date;

(D) Finds further that the financial ability, technical qualifications, and business experience of Western are such that the 2012 Additions to/at the Facility will promote the industrialization of the City and State, will supply employment to the citizens of the City and State, and will promote the development of the City and surrounding community; that the Developer and any and all other appropriate City authorities have reviewed and approved this Application of Western; and that the

Developer has recommended to the Council that the 2012 Additions Exemption requested by Western in this Application for its 2012 Additions should be granted;

(E) Approves conditionally this Application and conditionally grants the 2012 Additions Exemption for the 2012 Additions sought herein, beginning with the Commencement Date and continuing for the Term until the Termination Date, for the Eligible Property described in Exhibit "A" used in connection with, or necessary to, the operation of the Facility in the City, subject to the appropriate investigation, approval, and certification by the Ad Valorem Division of the Mississippi Department of Revenue ("**DOR**");

(F) Finds that Exhibit "A" attached hereto contains an itemized listing of the true value of all Eligible Property to be exempted, as required by the Statutes;

(G) Directs that the original and three (3) certified copies of this filed Application and a certified transcript of such conditional approval by the Council of this Application, including a certified transcript of such interim resolution of approval thereof, be forwarded to the DOR within thirty (30) days of the date of the certified transcript of the interim resolution, in order for the DOR to investigate and determine that the Eligible Property is eligible for exemption under, and should be exempted in accordance with, the Statutes; and that a certified copy of this filed Application and a certified transcript of such approval by the Council of this Application, including such interim resolution of approval thereof, also be forwarded to the Tax Assessor of Forrest County ("**Assessor**");

(H) Declares the intention and agreement of the Council, upon approval of this Application by the DOR and receipt by the City of the certificate of approval of the DOR, to enter a final order on its Minutes:

- (i) declaring that the Eligible Property is exempt under the 2012 Additions Exemption and establishing the Commencement Date, Term and Termination Date;
- (ii) actually and finally granting to Western the 2012 Additions Exemption herein applied for by Western for the 2012 Additions;
- (iii) requesting that the Assessor take all necessary and appropriate actions in preparation of the tax rolls necessary to implement such 2012 Additions Exemption so granted, beginning with the Commencement Date and continuing for the Term and until the Termination Date thereof, including making appropriate notations on the tax rolls so that the Eligible Property will be treated as provided for in such final order and in the Statutes;

- (iv) directing the City Clerk to file one (1) copy of this Application and the interim resolution and final order approving this Application with the State Auditor of Public Accounts; and to file one (1) copy of the final order approving this Application with the DOR and Assessor; and
- (v) directing the City Clerk to record the final order approving this Application in the Minutes of the Council in a book kept in the City Clerk's office for such purposes; and

(I) Directs the City Clerk to record this Application, together with the interim resolution, in the Minutes of the Council in a book kept in the City Clerk's office for such purposes.

RESPECTFULLY SUBMITTED, on this the 14th day of May, 2013.

Western Container Corporation

By: _____



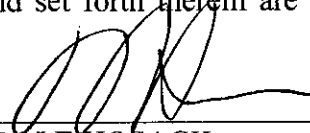
Dale Hosack

Its: Chief Financial Officer

Prepared by:
Butler, Snow, O'Mara, Stevens & Cannada, PLLC
Attention: W. Eugene Magee
1020 Highland Colony Parkway, Suite 1400
P. O. Box 6010
Ridgeland, MS 39158-6010
(601) 985-4540

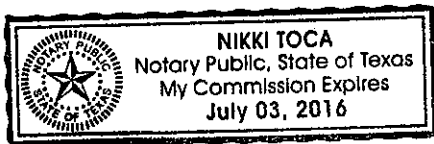
STATE OF Texas
COUNTY OF Harris

PERSONALLY appeared before me, the undersigned authority in and for the said County and State, within my jurisdiction, the within named Dale Hosack, who, after being first duly sworn by me, on oath states that he is the Chief Financial Officer of Western Container Corporation and that, for and on behalf of said corporation, and as its act and deed, he signed, executed and delivered the above and foregoing Application both for the purposes and on the day and year therein mentioned, after having first been duly authorized by said corporation so to do, and that the matters and things contained and set forth therein are true and correct as therein stated.



DALE HOSACK

SWORN TO AND SUBSCRIBED before me, under my hand and official seal of office this 26th day of May, 2013.





Notary Public
(NOTARIAL SEAL)

My Commission Expires:
7/3/16

EXHIBIT "A(1)"

2012 Additions of Western Container Corporation

See Asset List Attached as Exhibit "A(2)" for details:

Machinery and Equipment	\$5,851,815.60
Real Property Improvements	<u>\$1,295,502.35</u>
Total	<u>\$7,147,317.95</u>

ButlerSnow 16254918v1

EXHIBIT "A(2)"

Western Container Corporation
Listing of 2012 Asset Purchases
Hattiesburg, MS Facility

State	Asset #	Acq. Year (R)	Site Address 1	Site Name	Acq. Date (R)	Reported Cost	Asset Description
MS	WC003371	2012	110 W L Runnels Industrial Dr.	MS-Hattiesburg PET/WCC	05/23/2012	\$1,295,502.35	Pavement & Drainage Improvement Project - #11067
MS	WC003396	2012	110 W L Runnels Industrial Dr.	MS-Hattiesburg PET/WCC	10/26/2012	\$124,612.93	Technoplan Air Recovery System - #12008
MS	WC003407	2012	110 W L Runnels Industrial Dr.	MS-Hattiesburg PET/WCC	12/06/2012	\$4,299,624.20	Hattiesburg Blow Mold Modernization - #11060
MS	WC003413	2012	110 W L Runnels Industrial Dr.	MS-Hattiesburg PET/WCC	12/28/2012	\$36,282.50	Injection Molding machine Upgrade - #12033
MS	WC003397	2012	110 W L Runnels Industrial Dr.	MS-Hattiesburg PET/WCC	10/26/2012	\$12,209.52	20 ounce Bases - #12031
MS	WC003366	2012	110 W L Runnels Industrial Dr.	MS-Hattiesburg PET/WCC	05/21/2012	\$24,050.60	Neck Rings Rework - #12025
MS	WC003377	2012	110 W L Runnels Industrial Dr.	MS-Hattiesburg PET/WCC	07/20/2012	\$51,438.43	150 Lock Rings & Cavity Tapers for 13 gm Mold - #1
MS	WC003401	2012	110 W L Runnels Industrial Dr.	MS-Hattiesburg PET/WCC	11/23/2012	\$97,814.13	Lock Rings & Cavity Tapers - #12044
MS	WC003400	2012	110 W L Runnels Industrial Dr.	MS-Hattiesburg PET/WCC	11/23/2012	\$211,171.60	Lock Rings & Cavity Taper sets - #12038
MS	WC003395	2012	110 W L Runnels Industrial Dr.	MS-Hattiesburg PET/WCC	10/26/2012	\$308,533.13	SBO 19 Cylindrical Mold Hanger Conversion - #12007
MS	WC003393	2012	110 W L Runnels Industrial Dr.	MS-Hattiesburg PET/WCC	09/13/2012	\$365,529.18	Buyout Hattiesburg Lease for Zecchetti Palletizer
MS	WC003404	2012	110 W L Runnels Industrial Dr.	MS-Hattiesburg PET/WCC	11/23/2012	\$13,827.13	Replacement Munter's Dessiccant Wheel - #12066
MS	WC003386	2012	110 W L Runnels Industrial Dr.	MS-Hattiesburg PET/WCC	09/13/2012	\$14,051.41	Replace HB 35 Ton Air Handler - #11048
MS	WC003399	2012	110 W L Runnels Industrial Dr.	MS-Hattiesburg PET/WCC	11/23/2012	\$15,341.51	Weber Labeler Model 5300 - #12035
MS	WC003370	2012	110 W L Runnels Industrial Dr.	MS-Hattiesburg PET/WCC	05/23/2012	\$16,077.60	Demand Expander - Additional Costs - #11027
MS	WC003365	2012	110 W L Runnels Industrial Dr.	MS-Hattiesburg PET/WCC	05/21/2012	\$22,560.41	Grinder - #12019
MS	WC003375	2012	110 W L Runnels Industrial Dr.	MS-Hattiesburg PET/WCC	07/20/2012	\$34,970.25	Sonic Sensors - #12015
MS	WC003390	2012	110 W L Runnels Industrial Dr.	MS-Hattiesburg PET/WCC	09/13/2012	\$78,479.63	Pacific Ozone Generator Hattiesburg - #12026
MS	WC003376	2012	110 W L Runnels Industrial Dr.	MS-Hattiesburg PET/WCC	07/20/2012	\$81,749.19	Hydraulic Oil Filtration Units - #12028
MS	WC003364	2012	110 W L Runnels Industrial Dr.	MS-Hattiesburg PET/WCC	05/21/2012	\$13,395.90	Color Meter - #12018
MS	WC003405	2012	110 W L Runnels Industrial Dr.	MS-Hattiesburg PET/WCC	11/23/2012	\$30,096.35	Upgrade Preform Verispec - #12023

Total \$7,147,317.95

Total

**RESOLUTION OF THE CITY COUNCIL OF
HATTIESBURG, MISSISSIPPI
GRANTING EXEMPTION FROM AD VALOREM TAXES**

The City Council next took up for consideration the matter of the application of Western Container Corp., for exemption from Ad Valorem taxes; and the following Resolution, having first been reduced to writing, was introduced:

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
HATTIESBURG, MISSISSIPPI, GRANTING EXEMPTION FROM
AD VALOREM TAXES TO WESTERN CONTAINER CORP.,
AS AUTHORIZED BY SECTION 27-31-105 ET SEQ.,
MISSISSIPPI CODE OF 1972, AS AMENDED.**

WHEREAS, Western Container Corp. on May 30, 2013, filed in triplicate with this Council its Application for Tax Benefits; and

WHEREAS, Western Container Corp. has produced written verification and documentation to this Council as to the authenticity and correctness of its Application in regards to the true value of the additions or expansions prayed to be exempted, the completion date of the additions and expansions, and that the additions and expansions described in its Application do not constitute renovations or replacements of realty or personalty in whole or in part; and

WHEREAS, this Council finds that the property described in the said Application constitutes additions and expansions of an industrial enterprise of public utility which were in service or completed on the respective dates as shown on Exhibit A to the Application filed with this Council, with all additions and expansions being completed during calendar year 2012; and that Western Container Corp. is entitled to the exemption sought from ad valorem taxation, except for state and school district purposes, for a period of ten (10) years, subject to approval and certification by the Mississippi Department of Revenue.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hattiesburg, Mississippi, as follows:

Section 1. That the application for Ad Valorem Tax Exemption by Western Container Corp. for a period of ten (10) years from December 31, 2012 through December 31, 2022, as allowed by Section 27-31-105, Mississippi Code of 1972 as amended, and as shown and described in Exhibit A, be and the same is hereby approved, subject to approval and certification by the Mississippi Department of Revenue.

Section 2. That Western Container Corp. is hereby granted tax exemption on ad valorem taxes, except state and school district ad valorem taxation with respect to the personal property listed on Exhibit A for a period of ten (10) years, commencing on the December 31, 2012 and ending on December 31, 2022, with a total true value of \$7,147,317.95, or the amount approved by Mississippi Department of Revenue.

Section 3. That the Clerk of this Council be, and is hereby directed to spread a copy of this Resolution on the minutes of the City Council; and that the City Clerk shall forward the original and one certified copy of the Application, and the original and one certified copy of the transcript of this Resolution approving said Application and granting the relief prayed for therein

to the Mississippi Department of Revenue for its approval and certification; after receipt of certification from the Mississippi Department of Revenue a Final Order of the Council granting the exemption shall be spread upon the minutes and a certified copy of the Order and Application shall be filed with the Mississippi Department of revenue and with the State Auditor's Office; and the Clerk shall also forward one certified copy of the said Application and of the Final Order granting the exemption to the Tax Assessor of Forrest County and receive the Certificate of said Tax Assessor stating that the personal property as set forth in Exhibit A, has been placed on the appropriate tax roll as "Non-taxable", except for state and school district ad valorem taxes for the duration of the exemption period only.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 6th day of August, 2013.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 6th day of August, 2013.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

**RESOLUTION OF THE CITY COUNCIL OF
HATTIESBURG, MISSISSIPPI
GRANTING EXEMPTION FROM AD VALOREM TAXES**

The City Council next took up for consideration the matter of the application of Western Container Corp., for exemption from Ad Valorem taxes; and the following Resolution, having first been reduced to writing, was introduced:

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
HATTIESBURG, MISSISSIPPI, GRANTING EXEMPTION FROM
AD VALOREM TAXES TO WESTERN CONTAINER CORP.,
AS AUTHORIZED BY SECTION 27-31-105 ET SEQ.,
MISSISSIPPI CODE OF 1972, AS AMENDED.**

WHEREAS, Western Container Corp. on May 30, 2013, filed in triplicate with this Council its Application for Tax Benefits; and

WHEREAS, Western Container Corp. has produced written verification and documentation to this Council as to the authenticity and correctness of its Application in regards to the true value of the additions or expansions prayed to be exempted, the completion date of the additions and expansions, and that the additions and expansions described in its Application do not constitute renovations or replacements of realty or personality in whole or in part; and

WHEREAS, this Council finds that the property described in the said Application constitutes additions and expansions of an industrial enterprise of public utility which were in service or completed on the respective dates as shown on Exhibit A to the Application filed with this Council, with all additions and expansions being completed during calendar year 2012; and that Western Container Corp. is entitled to the exemption sought from ad valorem taxation, except for state and school district purposes, for a period of ten (10) years, subject to approval and certification by the Mississippi Department of Revenue.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hattiesburg, Mississippi, as follows:

Section 1. That the application for Ad Valorem Tax Exemption by Western Container Corp. for a period of ten (10) years from December 31, 2012 through December 31, 2022, as allowed by Section 27-31-105, Mississippi Code of 1972 as amended, and as shown and described in Exhibit A, be and the same is hereby approved, subject to approval and certification by the Mississippi Department of Revenue.

Section 2. That Western Container Corp. is hereby granted tax exemption on ad valorem taxes, except state and school district ad valorem taxation with respect to the personal property listed on Exhibit A for a period of ten (10) years, commencing on the December 31, 2012 and ending on December 31, 2022, with a total true value of \$7,147,317.95, or the amount approved by Mississippi Department of Revenue.

Section 3. That the Clerk of this Council be, and is hereby directed to spread a copy of this Resolution on the minutes of the City Council; and that the City Clerk shall forward the original and one certified copy of the Application, and the original and one certified copy of the transcript of this Resolution approving said Application and granting the relief prayed for therein

to the Mississippi Department of Revenue for its approval and certification; after receipt of certification from the Mississippi Department of Revenue a Final Order of the Council granting the exemption shall be spread upon the minutes and a certified copy of the Order and Application shall be filed with the Mississippi Department of revenue and with the State Auditor's Office; and the Clerk shall also forward one certified copy of the said Application and of the Final Order granting the exemption to the Tax Assessor of Forrest County and receive the Certificate of said Tax Assessor stating that the personal property as set forth in Exhibit A, has been placed on the appropriate tax roll as "Non-taxable", except for state and school district ad valorem taxes for the duration of the exemption period only.

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

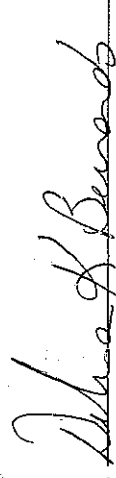
YEAS: Bradley
Carroll
Dryden
Naylor

NAYS: None ABSENT: Delgado

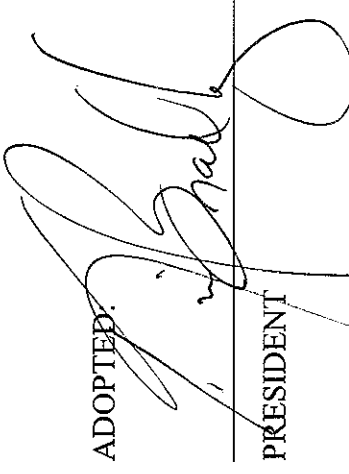
The President thereby declared the motion carried and the Resolution adopted, this the 6th day of August, 2013.

(S E A L)

ATTEST:

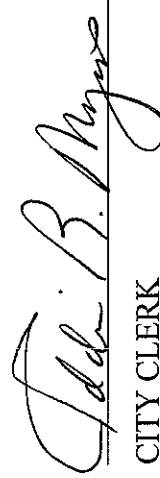

CLERK OF COUNCIL

ADOPTED:

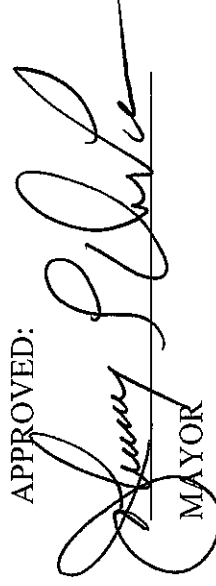

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 6th day of August, 2013.

ATTEST:


CITY CLERK

APPROVED:


MAYOR



City of Hattiesburg, MS

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

Master

File Number: 2013-0455

File ID: 2013-0455

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 07/29/2013

Brief Title: Resolution granting ad valorem tax exemption

Final Action: 08/06/2013

Minute Book Number: MB2013-216

Title:

Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes, to The Coca-Cola Company, for a period not to exceed ten (10) years, commencing on December 31, 2012 and ending on December 31, 2022, with a total true value of \$873,146.18 or the amount approved by Mississippi Department of Revenue.

Notes:

Sponsors:

Enactment Date:

Attachments: ADP letter- Coca Cola, Coca-cola Application, Coca-Cola Resolution, executed Coca-Cola Resolution RES2013-69

Enactment Number:

Contact:

Meeting Date:

Drafter: Kermas Eaton

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/06/2013	Adopt				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes, to The Coca-Cola Company, for a period not to exceed ten (10) years, commencing on December 31, 2012 and ending on December 31, 2022, with a total true value of \$873,146.18 or the amount approved by Mississippi Department of Revenue.

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

Yeas: 4 - Bradley, Carroll, Dryden and Naylor

Nays: 0

Absent: 1 - Delgado

Yea: 4 Council Member Bradley
 Council Member Carroll
 Council Member Dryden
 Council Member Naylor

TEL-No Vote: 0

Text of Legislative File 2013-0455

Title

Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes, to The Coca-Cola Company, for a period not to exceed ten (10) years, commencing on December 31, 2012 and ending on December 31, 2022, with a total true value of \$873,146.18 or the amount approved by Mississippi Department of Revenue.

Summary

Resolution granting exemption from ad valorem taxes.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MEMORANDUM

TO: City Council, City of Hattiesburg
DATE: July 18, 2013
FROM: Chad Newell *C.N.*
RE: Coca-Cola Company (D/B/A Coca-Cola North America)

We greatly appreciate the opportunity to review the ad valorem tax exemption application for Coca-Cola Company (D/B/A Coca-Cola North America) on behalf of Western Container. Upon further review by the Area Development Partnership (ADP) economic development staff, the request appears to be in order and warrants strong consideration by the council. As businesses maneuver through today's economy, we need to work diligently to ensure that we continue to provide a pro-business operating environment for existing businesses and those we are trying to recruit.

Coca-Cola Company (D/B/A Coca-Cola North America) is applying for a 10 year ad valorem tax exemption on behalf of Western Container for equipment additions of machinery and equipment completed during 2012. The company's total local employment is 120. The value of the machinery and equipment totals \$873,146.18. Again, we are in favor of this exemption and certainly appreciate your consideration.

**APPLICATION OF THE COCA-COLA COMPANY
(D/B/A COCA-COLA NORTH AMERICA) FOR A 2012
ADDITIONS EXEMPTION FROM AD VALOREM
PROPERTY TAXES FOR ITS 2012 ADDITIONS TO
ITS MANUFACTURING ENTERPRISE,
AS AUTHORIZED BY § 27-31-105, *INTER ALIA*,
OF THE MISSISSIPPI CODE OF 1972, AS AMENDED**

TO THE HONORABLE MAYOR AND CITY COUNCIL
OF THE CITY OF HATTIESBURG, MISSISSIPPI:

COMES NOW The Coca-Cola Company (d/b/a Coca-Cola North America) ("**CCNA**"), by and through Kyle Caruthers, its Director, Operations Tax, and files, in triplicate and under oath, this its written Application for exemption ("**2012 Additions Exemption**") from ad valorem personal property taxation ("**Taxes**") pursuant to § 27-31-105, *inter alia* (collectively "**Statutes**"), of the Mississippi Code of 1972, as amended ("**Code**"), and respectfully represents unto the Honorable Mayor and City Council (collectively "**Council**") as follows:

I.

CCNA is a Delaware corporation which is operating its enterprise in the City of Hattiesburg ("**City**"), State of Mississippi ("**State**"), in the Western Container Corporation ("**Western**") facility located at 110 W.L. Runnels Industrial Drive in the Forrest County Industrial Park ("**Facility**"), operating, or causing to be operated on its behalf by Western, a manufacturing enterprise.

II.

The Facility is used for the receipt, manufacture, handling, storage, warehousing, shipment, distribution, and wholesale sale for resale by Western of injection and blow molded proprietary plastic containers and for the conducting and administration of the business of the Facility. CCNA is a customer of Western for whom Western manufactures such proprietary products at the Facility.

III.

In 2012 CCNA purchased and completed installation of certain additional machinery and equipment (collectively "**2012 Additions**") for its exclusive use and benefit in the production of certain of its proprietary plastic bottles ("**Products**") by Western at the Facility ("**Enterprise**"). Under its arrangement with Western, CCNA provided such 2012 Additions to Western to be used by Western at the Facility for the exclusive benefit of CCNA in Western's production of the Products for CCNA. While CCNA retained ownership of the 2012 Additions, Western provides the raw materials and labor to produce the Products on behalf of CCNA, using CCNA's 2012 Additions, in exchange for the payment by CCNA to Western for such raw materials, labor and other services.

FILED

MAY 30 2013

EDDIE MYERS, CITY CLERK
By [Signature]
Deputy Clerk

IV.

The 2012 Additions contributed to an increase in employment by Western at the Facility of approximately eight (8) full-time jobs and to an aggregate annual increase in payroll by Western at the Facility of approximately Eight Hundred One Thousand Nine Hundred Eighty-Six Dollars and Zero Cents (\$801,986.00) during 2012 and to an aggregate increase of approximately thirty-four (34) full-time employees and to an aggregate annual increase in payroll of approximately Three Million Three Hundred Eighty-Two Thousand Three Hundred Fifty-One Dollars and Zero Cents (\$3,382,351.00) in 2012 over the original projections thereof contained in that certain "Resolution . . . on Behalf of the City of Hattiesburg, Mississippi . . . Declaring the Intention and Agreement of the Mayor and City Council of Such City to Grant Certain Ad Valorem Property Tax Exemptions . . . As Inducements for the Location By Western Container Corporation of Its New Industrial and Manufacturing Facility in Such City," dated February 3, 1998, and on file and of record in the Minutes of the Council. Therefore, the 2012 Additions assisted in the creation of new jobs and payroll at the Facility, as well as in the creation and preservation of other ancillary jobs in the City (collectively "City Jobs"), through which CCNA has already made and will continue to make a major contribution and commitment to the economic development of the City.

V.

CCNA has been and will continue to be engaged in the Enterprise in the City within the meaning of, and as enumerated in, the Statutes, and the 2012 Additions constitute property used in connection with, and necessary to, the operation of such Enterprise of CCNA in the City and thus constitute additions to a bona fide enterprise as described in an enumerated class of enterprises within the meaning of the Statutes and eligible for the 2012 Additions Exemption authorized by the Statutes.

VI.

The Statutes authorize and empower the Council, in its discretion and in addition to all other exemptions granted under the laws of the State, to grant a 2012 Additions Exemption from Taxes on tangible property which is located in the City and used in connection with, or necessary to, the operation of the enterprises described in the classes enumerated therein, specifically including manufacturing enterprises, except that the 2012 Additions Exemption does not extend to Taxes on the products of such enterprises or to the Taxes on automobiles and trucks belonging to such enterprises and operating on or over the highways of this State (collectively "Eligible Property"), or to Taxes for school district purposes ("School Taxes") or to State Taxes (together with the School Taxes, collectively "Excluded Taxes"). Therefore, as authorized by the Statutes, the 2012 Additions qualify as Eligible Property of CCNA used in connection with, or necessary to, the operation of the Enterprise of CCNA in the City and may, in the discretion of the Council, be exempt from all Taxes imposed thereon by the City, but specifically excepting the Excluded Taxes.

VII.

The Eligible Property comprising the 2012 Additions used in connection with, or necessary to, the operation of CCNA's Enterprise, which is proposed to be exempted by the 2012 Additions Exemption and which does not include any products of CCNA or any automobiles and trucks of CCNA operating on or over the highways of this State, is described in Exhibit "A" attached hereto, incorporated herein by reference, and expressly made a part hereof for all purposes as if fully copied herein. The aggregate true value of all the Eligible Property proposed to be exempted is Eight Hundred Seventy-Three Thousand One Hundred Forty-Six Dollars and Eighteen Cents (\$873,146.18), as itemized as required by the Statutes in Exhibit "A(1)," with CCNA making both a significant capital investment in the City and a major contribution to the economic development of the City through the 2012 Additions to its Enterprise at the Facility in the City (collectively with the City Jobs, "**Economic Impact**").

VIII.

The 2012 Additions were completed by December 31, 2012 ("**Commencement Date**"), and operation of the 2012 Additions was begun during 2012. The Statutes require that the application for the 2012 Additions Exemption be filed on or before June 1st of the year immediately following the year of completion of the additions, *i.e.*, more particularly, June 1, 2013 for the 2012 Additions. Pursuant to the Statutes, this Application is being timely filed on or before June 1, 2013 in order for the 2012 Additions Exemption to be effective December 31, 2012 for the 2012 Additions.

IX.

The maximum term of the 2012 Additions Exemption under the Statutes is a period of ten (10) years from the Commencement Date ("**Term**"). Pursuant to the Statutes, CCNA hereby requests that the Council grant such 2012 Additions Exemption for the 2012 Additions for the Term, with such 2012 Additions Exemption for the 2012 Additions to begin with the Commencement Date and continue for the Term thereafter until December 31, 2022 ("**Termination Date**").

X.

The Council is authorized and empowered by the provisions of the Statutes to grant the 2012 Additions Exemption to CCNA with respect to the 2012 Additions being used in the Enterprise located within the City.

XI.

The Enterprise is assisting and will assist Western in providing employment and a payroll at the Facility in the City, and the Council should acknowledge CCNA's contribution and commitment to the economic development of the City by exercising its discretionary authority to grant to CCNA such 2012 Additions Exemption for the Eligible Property comprising the 2012 Additions to its Enterprise at the Facility for the Term.

XII.

The 2012 Additions Exemption available to CCNA under the laws of the State constituted an inducement to CCNA upon which it relied, and thus played a significant role in, CCNA's decision both to locate the Enterprise in the County and to make the 2012 Additions at the Facility in the City, and sufficient consideration in the form of the Economic Impact and CCNA's reliance on such inducement, as well as certain other good and valuable nonmonetary consideration (collectively "**Consideration**"), has been and will be received by the City from CCNA in order to support the granting of the 2012 Additions Exemption to CCNA.

XIII.

Therefore, pursuant to the provisions of the Statutes, CCNA respectfully requests that the Council grant to CCNA the 2012 Additions Exemption from all such Taxes, excepting the Excluded Taxes, imposed by the City on the Eligible Property comprising the 2012 Additions and utilized in the Enterprise.

WHEREFORE, PREMISES CONSIDERED, CCNA prays (i) that this Application be received, filed, reviewed and approved by the Area Development Partnership ("**Developer**") and any and all other appropriate City authorities, and placed in line for consideration on the agenda of the appropriate Council meeting; and (ii) that, upon its approval of this Application, the Council will, in recognition of the above premises and the Consideration, spread upon its Minutes an interim resolution which:

(A) Finds that the 2012 Additions to CCNA's Enterprise at the Facility were in fact made to a bona fide enterprise described in a class of enterprises enumerated by the Statutes, being, more specifically, a manufacturing enterprise, and were completed in 2012 within the meaning of the Statutes;

(B) Finds that the Council recognizes and acknowledges that the 2012 Additions Exemption available to CCNA constituted an inducement to CCNA and thus played a significant role in CCNA's decision both to locate the Enterprise and to make the 2012 Additions at the Facility in the City;

(C) Finds further that CCNA is eligible for a 2012 Additions Exemption from all such Taxes imposed by the City on the 2012 Additions, excepting the Excluded Taxes, in an amount to be determined annually by the appropriate taxing authorities, as provided by State law, for the Term commencing with the Commencement Date, continuing for the Term thereafter, and ending on the Termination Date;

(D) Finds further that the financial ability, technical qualifications, and business experience of CCNA are such that the 2012 Additions at the Facility will promote the industrialization of the City and State, will supply employment to the citizens of the City and State, and will promote the development of the City and surrounding community; that the Developer and any and all other appropriate City

authorities have reviewed and approved this Application of CCNA; and that the Developer has issued its advisory opinion recommending to the Council that the 2012 Additions Exemption requested by CCNA in this Application for its 2012 Additions should be granted;

(E) Approves conditionally this Application and conditionally grants the 2012 Additions Exemption for the 2012 Additions sought herein for the Term, beginning with the Commencement Date and continuing for the Term until the Termination Date, for the Eligible Property described in Exhibit "A" used in connection with, or necessary to, the operation of the Enterprise in the City, subject to the appropriate investigation, approval, and certification by the Mississippi Department of Revenue ("DOR");

(F) Finds that Exhibit "A" attached hereto contains an itemized listing of the true value of all Eligible Property to be exempted, as required by the Statutes;

(G) Directs that the original and three (3) certified copies of this filed Application and a certified transcript of such conditional approval by the Council of this Application, including a certified transcript of such interim resolution of approval thereof, be forwarded to the Ad Valorem Division of the DOR within thirty (30) days of the date of the certified transcript of the interim resolution, in order for the DOR to investigate and determine that the Eligible Property is eligible for exemption under, and should be exempted in accordance with, the Statutes; and that a certified copy of this filed Application and a certified transcript of such approval by the Council of this Application, including such interim resolution of approval thereof, also be forwarded to the Tax Assessor of Forrest County ("Assessor");

(H) Declares the intention and agreement of the Council, upon approval of this Application by the DOR and receipt by the City of the certificate of approval of the DOR, to enter a final order on its Minutes:

- (i) declaring that the Eligible Property is exempt under the 2012 Additions Exemption and establishing the Commencement Date, Term and Termination Date;
- (ii) actually and finally granting to CCNA the 2012 Additions Exemption herein applied for by CCNA for the 2012 Additions;
- (iii) requesting that the Assessor take all necessary and appropriate actions in preparation of the tax rolls necessary to implement such 2012 Additions Exemption so granted, beginning with the Commencement Date and continuing for the Term thereafter until the Termination Date thereof, including making appropriate notations on the tax rolls so that the Eligible Property will be treated as provided for in such final order and in the Statutes;

- (iv) directing the City Clerk to file one (1) copy of this Application and the interim resolution and final order approving this Application with the State Auditor of Public Accounts; and to file one (1) copy of the final order approving this Application with the DOR and Assessor; and
- (v) directing the City Clerk to record the final order approving this Application in the Minutes of the Council in a book kept in the City Clerk's office for such purposes; and

(I) Directs the City Clerk to record this Application, together with the interim resolution conditionally approving this Application, in the Minutes of the Council in a book kept in the City Clerk's office for such purposes.

RESPECTFULLY SUBMITTED, on this, the 15 day of May, 2013.

The Coca-Cola Company
(d/b/a Coca-Cola North America)

By: _____

Kyle Caruthers

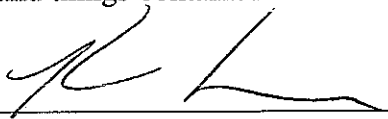
Its: Director, Operations Tax

Prepared by:
Butler, Snow, O'Mara, Stevens & Cannada, PLLC
Attention: W. Eugene Magee
1020 Highland Colony Parkway, Suite 1400
Post Office Box 6010
Ridgeland, MS 39158-6010
(601) 985-4507

STATE OF Georgia

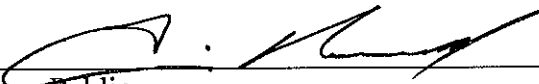
COUNTY OF Fulton

PERSONALLY appeared before me, the undersigned authority in and for the said County and State, within my jurisdiction, the within named Kyle Caruthers, who, after being first duly sworn by me, on oath states that he is the Director, Operations Tax, of The Coca-Cola Company (d/b/a Coca-Cola North America) and that, for and on behalf of said company, and as its act and deed, he signed, executed and delivered the above and foregoing Application both for the purposes and on the day and year therein mentioned, after having first been duly authorized by said company so to do, and that the matters and things contained and set forth therein are true and correct as therein stated.



Kyle Caruthers

SWORN TO AND SUBSCRIBED before me, under my hand and official seal of office this 18 day of May, 2013.



Notary Public

(NOTARIAL SEAL)

My Commission Expires:

03/15/2016



EXHIBIT "A(1)"

Eligible Property of The Coca-Cola Company (d/b/a Coca-Cola North America)

Machinery and Equipment – See Asset List attached as Exhibit "A(2)"	\$873,146.18
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EXHIBIT "A(2)"
2012 Additions

State	Asset #	Acq Year (R)	Site Name	Acq Date (R)	Reported Cost	Asset Description
MS	00000122164500010101	2012	MS-Hattiesburg PET/WCC	01/01/2012	\$3,003.02	CAP INT - 128 CAV. DUAL COLD HALF INJECTION MOLD
MS	00000122164500000101	2012	MS-Hattiesburg PET/WCC	01/01/2012	\$870,143.16	128 CAV. DUAL COLD HALF INJECTION MOLD

Total \$873,146.18

**RESOLUTION OF THE CITY COUNCIL OF
HATTIESBURG, MISSISSIPPI
GRANTING EXEMPTION FROM AD VALOREM TAXES**

The City Council next took up for consideration the matter of the application of Coca-Cola North America (CCNA) for exemption from Ad Valorem taxes; and the following Resolution, having first been reduced to writing, was introduced:

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG,
MISSISSIPPI, GRANTING EXEMPTION FROM AD VALOREM TAXES
TO COCA-COLA NORTH AMERICA (CCNA), INC. AS AUTHORIZED BY
SECTION 27-31-101 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED.**

WHEREAS, Coca-Cola North America (CCNA) on May 30, 2013, filed in triplicate with this Council its Application for Tax Benefits; and

WHEREAS, Coca-Cola North America (CCNA) has produced written verification and documentation to this Council as to the authenticity and correctness of its Application in regards to the true value of the additions or expansions prayed to be exempted, the completion date of the additions and expansions, and that the additions and expansions described in its Application do not constitute renovations or replacements of realty or personality in whole or in part; and

WHEREAS, this Council finds that the property described in the said Application constitutes additions and expansions of an industrial enterprise of public utility which were in service or completed on the respective dates as shown on Exhibit "A" to the Application filed with this Council (a copy of Exhibit "A" is attached to this Resolution and incorporated by reference); and that Coca-Cola North America (CCNA) is entitled to the exemption sought for a period of ten years, all subject to approval and certification by the Mississippi Department of Revenue.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hattiesburg, Mississippi, as follows:

Section 1. That the application for Ad Valorem Tax Exemption by Coca-Cola North America (CCNA) for a consecutive period of ten (10) years from the date of completion, all as shown and described in Exhibit "A", be and the same is hereby approved, subject to approval and certification by the Mississippi State Tax Commission.

Section 2. That Coca-Cola North America (CCNA) is hereby granted tax exemption on ad valorem taxes, except state and school district ad valorem taxation with respect to the personal property listed on Exhibit "A" for a period of ten (10) years, commencing on the December 31, 2012 and ending on December 31, 2022 with a total true value of \$873,146.18, or the amount approved by Mississippi Department of Revenue.

Section 3. That the Clerk of this Council be, and is hereby directed to spread a copy of this Resolution on the minutes of the City Council; and that the City Clerk shall forward the original and one certified copy of the Application, and the original and one certified copy of the transcript of this Resolution approving said Application and granting the relief prayed for therein to the Mississippi Department of Revenue for its approval and certification; after receipt of certification

from the Mississippi Department of Revenue a Final Order of the Council granting the exemption shall be spread upon the minutes and a certified copy of the Order and Application shall be filed with the Mississippi Department of Revenue and with the State Auditor's Office; and the Clerk of this Council shall also forward one certified copy of the said Application and of the Final Order granting the exemption to the Tax Assessor of Forrest County and receive the Certificate of said Tax Assessor stating that both the real and personal property as set forth in Exhibit "A" has been placed on the appropriate tax roll as "Non-taxable", except for state and school district ad valorem taxes for the duration of the exemption periods only.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 6th day of August, 2013.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 6th day of August, 2013.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

**RESOLUTION OF THE CITY COUNCIL OF
HATTIESBURG, MISSISSIPPI
GRANTING EXEMPTION FROM AD VALOREM TAXES**

The City Council next took up for consideration the matter of the application of Coca-Cola North America (CCNA) for exemption from Ad Valorem taxes; and the following Resolution, having first been reduced to writing, was introduced:

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG,
MISSISSIPPI, GRANTING EXEMPTION FROM AD VALOREM TAXES
TO COCA-COLA NORTH AMERICA (CCNA), INC. AS AUTHORIZED BY
SECTION 27-31-101 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED.**

WHEREAS, Coca-Cola North America (CCNA) on May 30, 2013, filed in triplicate with this Council its Application for Tax Benefits; and

WHEREAS, Coca-Cola North America (CCNA) has produced written verification and documentation to this Council as to the authenticity and correctness of its Application in regards to the true value of the additions or expansions prayed to be exempted, the completion date of the additions and expansions, and that the additions and expansions described in its Application do not constitute renovations or replacements of realty or personality in whole or in part; and

WHEREAS, this Council finds that the property described in the said Application constitutes additions and expansions of an industrial enterprise of public utility which were in service or completed on the respective dates as shown on Exhibit "A" to the Application filed with this Council (a copy of Exhibit "A" is attached to this Resolution and incorporated by reference); and that Coca-Cola North America (CCNA) is entitled to the exemption sought for a period of ten years, all subject to approval and certification by the Mississippi Department of Revenue.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hattiesburg, Mississippi, as follows:

Section 1. That the application for Ad Valorem Tax Exemption by Coca-Cola North America (CCNA) for a consecutive period of ten (10) years from the date of completion, all as shown and described in Exhibit "A", be and the same is hereby approved, subject to approval and certification by the Mississippi State Tax Commission.

Section 2. That Coca-Cola North America (CCNA) is hereby granted tax exemption on ad valorem taxes, except state and school district ad valorem taxation with respect to the personal property listed on Exhibit "A" for a period of ten (10) years, commencing on the December 31, 2012 and ending on December 31, 2022 with a total true value of \$873,146.18, or the amount approved by Mississippi Department of Revenue.

Section 3. That the Clerk of this Council be, and is hereby directed to spread a copy of this Resolution on the minutes of the City Council; and that the City Clerk shall forward the original and one certified copy of the Application, and the original and one certified copy of the transcript of this Resolution approving said Application and granting the relief prayed for therein to the Mississippi Department of Revenue for its approval and certification; after receipt of certification

from the Mississippi Department of Revenue a Final Order of the Council granting the exemption shall be spread upon the minutes and a certified copy of the Order and Application shall be filed with the Mississippi Department of Revenue and with the State Auditor's Office; and the Clerk of this Council shall also forward one certified copy of the said Application and of the Final Order granting the exemption to the Tax Assessor of Forrest County and receive the Certificate of said Tax Assessor stating that both the real and personal property as set forth in Exhibit "A" has been placed on the appropriate tax roll as "Non-taxable", except for state and school district ad valorem taxes for the duration of the exemption periods only.

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

YEAS: Bradley
Carroll
Dryden
Naylor

NAYS: None ABSENT: Delgado

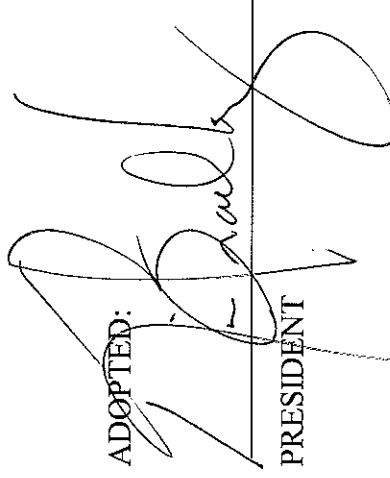
The President thereby declared the motion carried and the Resolution adopted, this the 6th day of August, 2013.

(S E A L)

ATTEST:

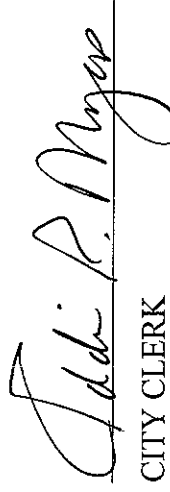

CLERK OF COUNCIL

ADOPTED:

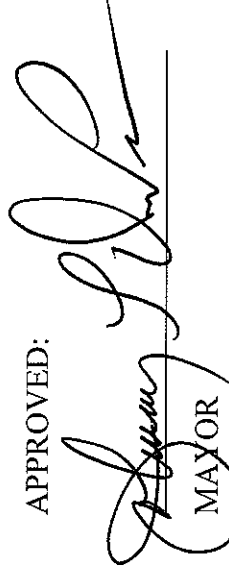

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 6th day of August, 2013.

ATTEST:


CITY CLERK

APPROVED:


MAYOR



City of Hattiesburg, MS

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

Master

File Number: 2013-0454

File ID: 2013-0454

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 07/29/2013

Brief Title: Resolution granting exemption from ad valorem taxes.

Final Action: 08/06/2013

Minute Book Number: MB2013-216-217

Title:

Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes, to Safe Guard Building, LLC, for a period not to exceed ten (10) years, commencing on December 31, 2012 and ending on December 31, 2012, with a total true value of \$106,554.00 or the amount approved by Mississippi Department of Revenue.

Notes:

Sponsors:

Enactment Date:

Attachments: Safe Guard Application, Safe Guard Resolution, letter from ADP, executed Safe Guard Resolution RES2013-70

Enactment Number:

Contact:

Meeting Date:

Drafter: Kermas Eaton

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/06/2013	Adopt				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes, to Safe Guard Building, LLC, for a period not to exceed ten (10) years, commencing on December 31,2012 and ending on December 31, 2022, with a total true value of \$106,554.00 or the amount approved by Mississippi Department of Revenue.

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

Yeas: 4 - Bradley, Carroll, Dryden and Naylor

Nays: 0

Absent: 1 - Delgado

Yea: 4 Council Member Bradley
 Council Member Carroll
 Council Member Dryden
 Council Member Naylor

TEL-No Vote: 0

Text of Legislative File 2013-0454

Title

Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes, to Safe Guard Building, LLC, for a period not to exceed ten (10) years, commencing on December 31,2012 and ending on December 31, 20122, with a total true value of \$106,554.00 or the amount approved by Mississippi Department of Revenue.

Summary

Resolution granting exemption from ad valorem taxes.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

**APPLICATION OF SAFE GUARD BUILDING SYSTEMS, LLC
FOR EXEMPTION FROM AD VALOREM TAXES FOR
A PERIOD OF TEN (10) YEARS AS AUTHORIZED
BY SECTION 27-31-101, et seq., OF THE
MISSISSIPPI CODE OF 1972, AS AMENDED
(EXPANDED MANUFACTURING ENTERPRISE)**

**TO THE MAYOR AND CITY COUNCIL OF
THE CITY OF HATTIESBURG, MISSISSIPPI:**

Safe Guard Building Systems, LLC (the "Applicant") file this its application in triplicate for exemption from ad valorem taxation, and respectfully represents unto this Honorable Council as follows:

1. The Applicant is a Mississippi limited liability company, qualified to do business in Mississippi, which operates a manufacturing facility in the City of Hattiesburg, Forrest County, Mississippi.

2. The Applicant manufactures steel building components within the City of Hattiesburg, Forrest County, Mississippi. The Applicant does business as "Safe Guard Steel Homes."

3. In 2012, the Applicant expanded its manufacturing facility in the City of Hattiesburg by adding personal property, including furniture, fixtures and equipment and machinery and equipment, as more fully described on Exhibit A hereto.

4. As a result of the addition of personal property, the Applicant's facility constitutes an expanded manufacturing enterprise within the meaning of Sections 27-31-101 and 27-31-105 and related sections of the Mississippi Code of 1972, as amended, and such improvements are eligible for the exemption granted by the above-mentioned sections.

FILED

MAY 31 2013

EDDIE R. MYERS, CITY CLERK
By *[Signature]*
Deputy Clerk

5. The expansion of the Applicant's manufacturing enterprise was completed during the calendar year ending December 31, 2012, within the meaning of the applicable statutes of the State of Mississippi, and, therefore, the exemption hereby claimed should commence on January 1, 2013.

6. The exemption of the tangible property described in Exhibit A should be granted for a period of ten (10) years from said date of completion.

7. The true value of all property to be exempted is \$106,554, as shown more particularly on Exhibit A.

WHEREFORE, the Applicants pray that this Council enter a finding that the Applicant's facility is in fact a expanded manufacturing enterprise, the expansion of which was completed during the calendar year ending December 31, 2012, within the meaning of the applicable laws of Mississippi; and

That the Applicant be granted an exemption from ad valorem taxation, except State and school district ad valorem taxation, as provided by law, for a period of ten (10) years beginning on January 1, 2013, upon all of the tangible property described in Exhibit A hereto used in or necessary to the manufacturing operations of the Applicant in the City of Hattiesburg, Forrest County, Mississippi; and

That this Council approve this application by an order or resolution spread upon its minutes, declaring that such property is exempt from all ad valorem taxation, except State and school district ad valorem taxation, for a period of ten (10) years, and forward the original and three certified copies of this application and a certified transcript of such approval to the Mississippi Department of Revenue, and, upon approval of such application by the said Mississippi Department of Revenue and certification of its approval, enter a final order on its minutes granting the exemption herein prayed.

Respectfully submitted, this the 30th day of May, 2013.

SAFE GUARD BUILDING SYSTEMS, LLC

Elizabeth Jane Hicks
Elizabeth Jane Hicks

STATE OF MISSISSIPPI

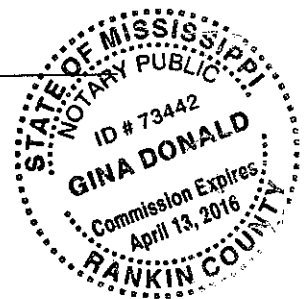
COUNTY OF HINDS

PERSONALLY appeared before me, the undersigned authority in and for said county and state, the within named Elizabeth Jane Hicks, who acknowledged that she is an attorney representing SAFE GUARD BUILDING SYSTEMS, LLC, a Mississippi limited liability company, and that for and on behalf of said company and as its act and deed, she signed and delivered the foregoing instrument on the date and year therein mentioned, having been first duly authorized so to do. GIVEN under my hand and official seal, this the 30th day of May, 2013.

My Commission Expires:

4-13-2016

Gina Donald
Notary Public



Safe Guard Building Systems LLC (Mississippi)		
Fixed Assets Schedule		
Year Ended 12/31/12		
Additions for the Year Ended 12/31/2012		
#1701100000-LAND AND LAND IMPROVEMENTS		
	(Filed)	(Date Acquired)
United Fence Co. (Chain Link Fence)	\$ 8,894.91	12/21/2012
Totals	\$ 8,894.91	
#1701300000-MACHINERY & EQUIPMENT		
		(Date Acquired)
Industrial Equipment Designs, Inc. (Tooling Machine)	\$ 48,230.93	2/16/2012
Industrial Equipment Designs, Inc. (Furring Channel Rolls)	\$ 1,423.47	5/23/2012
Tekfab, Inc. (Cutoff Press)	\$ 4,925.00	9/11/2012
Punch Press and Shear (Service Engineer)	\$ 3,033.20	8/12/2012
Punch Press and Shear (Acute Die & Punch)	\$ 2,080.00	8/11/2012
Tekfab, Inc. (Cutoff Press)	\$ 4,925.00	9/11/2012
Rea Elektronik, Inc. (Rea Jet Printing System)	\$ 21,008.72	10/9/2012
Totals	\$ 85,626.32	
#1701800000- FURNITURE & FIXTURES		
The Home Furnishing Store, LTD.	\$ 1,200.00	4/17/2012
Creative Computer (Telephone Equipment)	\$ 3,128.68	6/20/2012
Creative Computer (Dell PowerEdge)	\$ 2,407.50	6/27/2012
Creative Computer (Dell PowerEdge)	\$ 2,407.50	7/20/2012
Totals	\$ 9,143.68	
#1701900000- OFFICE LEASEHOLD IMPROVEMENTS		
Mayfield Heating & AC Co., LLC	\$ 2,889.00	9/19/2012
Totals	\$ 2,889.00	
Totals	\$ 106,553.91	



**RESOLUTION OF THE CITY COUNCIL OF
HATTIESBURG, MISSISSIPPI
GRANTING EXEMPTION FROM AD VALOREM TAXES**

The City Council next took up for consideration the matter of the application of Safe Guard Building Systems, LLC. for exemption from Ad Valorem taxes; and the following Resolution, having first been reduced to writing, was introduced:

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG,
MISSISSIPPI, GRANTING EXEMPTION FROM AD VALOREM TAXES
TO SAFE GUARD BUILDING SYSTEMS, LLC, AS AUTHORIZED BY
SECTION 27-31-105 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED.**

WHEREAS, Safe Guard Building Systems, LLC, on May 31, 2013, filed in triplicate with this Council its Application for Tax Benefits; and

WHEREAS, Safe Guard Building Systems, LLC has produced written verification and documentation to this Council as to the authenticity and correctness of its Application in regards to the true value of the additions or expansions prayed to be exempted, the completion date of the additions and expansions, and that the additions and expansions described in its Application do not constitute renovations or replacements of realty or personality in whole or in part; and

WHEREAS, this Council finds that the property described in the said Application constitutes additions and expansions of an industrial enterprise of public utility which were in service or completed on the respective dates as shown on Exhibit "A" to the Application filed with this Council (a copy of Exhibit "A" is attached to this Resolution and incorporated by reference); and that Safe Guard Building Systems, LLC. is entitled to the exemption sought for a period of ten (10) years, all subject to approval and certification by the Mississippi Department of Revenue..

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hattiesburg, Mississippi, as follows:

Section 1. That the application for Ad Valorem Tax Exemption by Safe Guard Building Systems, LLC for a consecutive period of ten (10) years from December 31, 2012 through December 31, 2022, as allowed by Section 27-31-105, Mississippi Code of 1972 as amended, and as shown and described in Exhibit "A", be and the same is hereby approved, subject to approval and certification by the Mississippi Department of Revenue.

Section 2. That Safe Guard Building Systems, LLC is hereby granted tax exemption on ad valorem taxes, except state and school district ad valorem taxation with respect to the personal property listed on Exhibit "A" for a period of ten (10) years, commencing on the December 31, 2012 and ending on December 31, 2022 with a total true value of \$ 106,554.00, or the amount approved by Mississippi Department of Revenue.

Section 3. That the Clerk of this Council be, and is hereby directed to spread a copy of this Resolution on the minutes of the City Council; and that the City Clerk shall forward the original and one certified copy of the Application, and the original and one certified copy of the transcript of this Resolution approving said Application and granting the relief prayed for therein to the

Mississippi Department of Revenue for its approval and certification; after receipt of certification from the Mississippi Department of Revenue a Final Order of the Council granting the exemption shall be spread upon the minutes and a certified copy of the Order and Application shall be filed with the Mississippi Department of Revenue and with the State Auditor's Office; and the Clerk of this Council shall also forward one certified copy of the said Application and of the Final Order granting the exemption to the Tax Assessor of Forrest County and receive the Certificate of said Tax Assessor stating that both the real and personal property as set forth in Exhibit "A" has been placed on the appropriate tax roll as "Non-taxable", except for state and school district ad valorem taxes for the duration of the exemption periods only.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 6th day of August, 2013.
(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 6th day of August, 2013.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

MEMORANDUM

TO: City Council, City of Hattiesburg
DATE: July 30, 2013
FROM: Chad Newell *CN*
RE: Safeguard Building Systems, LLC

We greatly appreciate the opportunity to review the ad valorem tax exemption application for Safeguard Building Systems, LLC, located at 53 W. L. Runnels Drive, Hattiesburg, Forrest County, MS. Upon further review by the Area Development Partnership (ADP) economic development staff, the request appears to be in order and warrants strong consideration by the board. As businesses maneuver through today's economy, we need to work diligently to ensure that we continue to provide a pro-business operating environment for existing businesses and those we are trying to recruit.

Safeguard seeks a 10 year ad valorem tax exemption for machinery and equipment additions completed during 2012 with a value of \$106,553.91. The company currently has 14 employees. Again, we are in favor of this exemption, as well as the renewal, and certainly appreciate your consideration.

**RESOLUTION OF THE CITY COUNCIL OF
HATTIESBURG, MISSISSIPPI
GRANTING EXEMPTION FROM AD VALOREM TAXES**

The City Council next took up for consideration the matter of the application of Safe Guard Building Systems, LLC. for exemption from Ad Valorem taxes; and the following Resolution, having first been reduced to writing, was introduced:

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG,
MISSISSIPPI, GRANTING EXEMPTION FROM AD VALOREM TAXES
TO SAFE GUARD BUILDING SYSTEMS, LLC, AS AUTHORIZED BY
SECTION 27-31-105 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED.**

WHEREAS, Safe Guard Building Systems, LLC, on May 31, 2013, filed in triplicate with this Council its Application for Tax Benefits; and

WHEREAS, Safe Guard Building Systems, LLC has produced written verification and documentation to this Council as to the authenticity and correctness of its Application in regards to the true value of the additions or expansions prayed to be exempted, the completion date of the additions and expansions, and that the additions and expansions described in its Application do not constitute renovations or replacements of realty or personality in whole or in part; and

WHEREAS, this Council finds that the property described in the said Application constitutes additions and expansions of an industrial enterprise of public utility which were in service or completed on the respective dates as shown on Exhibit "A" to the Application filed with this Council (a copy of Exhibit "A" is attached to this Resolution and incorporated by reference); and that Safe Guard Building Systems, LLC. is entitled to the exemption sought for a period of ten (10) years, all subject to approval and certification by the Mississippi Department of Revenue..

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hattiesburg, Mississippi, as follows:

Section 1. That the application for Ad Valorem Tax Exemption by Safe Guard Building Systems, LLC for a consecutive period of ten (10) years from December 31,2012 through December 31, 2022, as allowed by Section 27-31-105, Mississippi Code of 1972 as amended, and as shown and described in Exhibit "A", be and the same is hereby approved, subject to approval and certification by the Mississippi Department of Revenue.

Section 2. That Safe Guard Building Systems, LLC is hereby granted tax exemption on ad valorem taxes, except state and school district ad valorem taxation with respect to the personal property listed on Exhibit "A" for a period of ten (10) years, commencing on the December 31, 2012 and ending on December 31, 2022 with a total true value of \$ 106,554.00, or the amount approved by Mississippi Department of Revenue.

Section 3. That the Clerk of this Council be, and is hereby directed to spread a copy of this Resolution on the minutes of the City Council; and that the City Clerk shall forward the original and one certified copy of the Application, and the original and one certified copy of the transcript of this Resolution approving said Application and granting the relief prayed for therein to the

Mississippi Department of Revenue for its approval and certification; after receipt of certification from the Mississippi Department of Revenue a Final Order of the Council granting the exemption shall be spread upon the minutes and a certified copy of the Order and Application shall be filed with the Mississippi Department of Revenue and with the State Auditor's Office; and the Clerk of this Council shall also forward one certified copy of the said Application and of the Final Order granting the exemption to the Tax Assessor of Forrest County and receive the Certificate of said Tax Assessor stating that both the real and personal property as set forth in Exhibit "A" has been placed on the appropriate tax roll as "Non-taxable", except for state and school district ad valorem taxes for the duration of the exemption periods only.

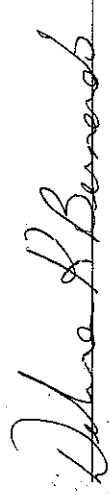
The above and foregoing Resolution, after having been first reduced to writing, was introduced by Councilman Carroll, seconded by Councilman Naylor, and was adopted by the following vote, to-wit:

YEAS: Bradley
Carroll
Dryden
Naylor

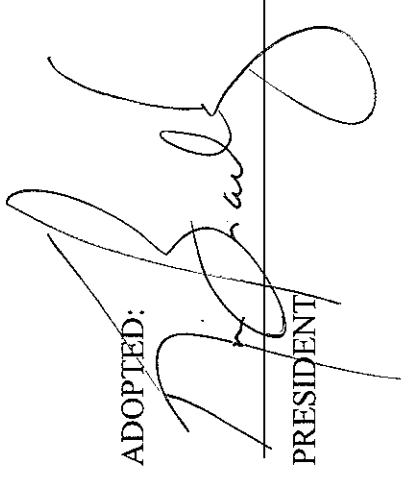
NAYS: None ABSENT: Delgado

The President thereby declared the motion carried and the Resolution adopted, this the 6th day of August, 2013.
(S E A L)

ATTEST:

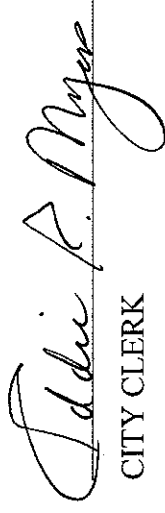

CLERK OF COUNCIL

ADOPTED:

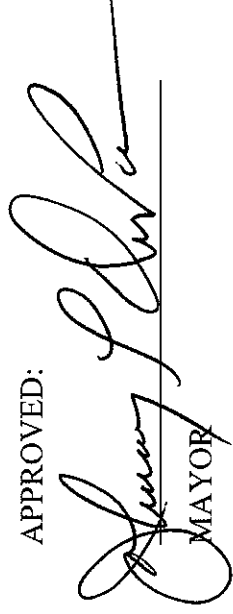

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 6th day of August, 2013.

ATTEST:


CITY CLERK

APPROVED:


MAYOR



City of Hattiesburg, MS

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

Master

File Number: 2013-0453

File ID: 2013-0453

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 07/29/2013

Brief Title: Granting Exemption from Ad Valorem taxes.

Final Action: 08/06/2013

Minute Book Number: MB2013-217

Title:

Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes, to Resinall Mississippi, Inc for a period not to exceed ten (10) years commencing on December 31,2012 and ending on December 31,2022 with a total value of \$ 1,714,161.15 or the amount approved by the Mississippi Department of Revenue.

Notes:

Sponsors:

Enactment Date:

Attachments: Resinall Application, Resinall- Resolution, ADP Letter, executed Resinall- Resolution RES2013-71

Enactment Number:

Contact:

Meeting Date:

Drafter: Kermas Eaton

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/06/2013	Adopt				Pass
Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes, to Resinall Mississippi, Inc for a period not to exceed ten (10) years commencing on December 31,2012 and ending on December 31,2022 with a total value of \$ 1,714,161.15 or the amount approved by the Mississippi Department of Revenue.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 4 - Bradley, Carroll, Dryden and Naylor							
Nays: 0							
Absent: 1 - Delgado							

Yea: 4 Council Member Bradley
Council Member Carroll
Council Member Dryden
Council Member Naylor

TEL-No Vote: 0

Text of Legislative File 2013-0453

Title

Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes, to Resinall Mississippi, Inc for a period not to exceed ten (10) years commencing on December 31,2012 and ending on December 31,2022 with a total value of \$ 1,714,161.15 or the amount approved by the Mississippi Department of Revenue.

Summary

Adopt a resolution granting ad valorem tax exemption to Resinall Mississippi, Inc.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

APPLICATION FOR AD VALOREM TAX EXEMPTION

*AS AUTHORIZED BY SECTION 27-31-101, et seq.,
MISSISSIPPI CODE OF 1972, AS AMENDED*

NAME OF ENTERPRISE: Resinall Mississippi, Inc.

PHYSICAL ADDRESS: 102 Dixie Pine Road, Hattiesburg, MS 39401

TYPE OF INDUSTRY Naval Stores PRODUCT/SERVICE: Manufacture of RESIN

LOCATION - COUNTY: Forrest CITY: Hattiesburg

DATE OF COMPLETION: 12/31/12 YEARS REQUESTED: 5/5 Extension

NEW (SECTION 27-31-101) _____ EXPANSION (SECTION 27-31-105) X

NEW JOBS: 2 TOTAL PAYROLL: 6,240,000.00

TRUE VALUE OF PROPERTY EXEMPTED: 1,714,161.15

*Attach an itemized list of property to be exempted as Exhibit "A".

*The applicant request that the Board approve this application by an order spread on its minutes declaring that the above property be exempt fro all ad valorem taxation except school taxation for the period requested. The applicant further requests that the application and certified approval of exemption be forwarded to the State Tax Commission and upon approval and certification by the Commission, the Board enter a final order on its minutes granting the exemption. The above information is true and correct as certified by the applicant.
This application is submitted on the 13th day of May, 2013.*

RESINALL MISSISSIPPI, INC.

Applicant (Name of Taxpayer)

By: Frank D. Montague, Jr.

Frank D. Montague, Jr.

Title: Authorized Attorney

Authorized Attorney

ATTEST:

FILED

MAY 14 2013

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

PERSONAL PROPERTY RENDITION

Increase In
Assessment

Return not later
than April first

Use this form for reporting: 1. All taxable personal property.
2. All changes in personal property.

10%

If not returned before April 1st, 2013
State Mandated

FORREST County, Mississippi

RESINALL MISSISSIPPI INC

RESINALL MISSISSIPPI INC
P O BOX 8149
STAMFORD CT 06905

RETURN TO: MARY ANN PALMER
P.O. BOX 1626
HATTIESBURG, MS 39403
PHONE # 601-545-6130

If name or mailing address is incorrect, please correct below.

Name

Street

City

State

Zip

Section 1 - Miscellaneous

1. DBA and physical address of business:

55 DIXIE Pine Rd
Hattiesburg MS. Phone: 203 329 7100

2. Name of owner. (If partnership, only one name is necessary.): Godina Family

3. Inventory reported on previous year's MS income tax return: 8116000

4. Supporting books and records located at: Stamford Ct.

5. Primary business activity:

RESIN MANUFACTURE

Section 2 - Inventory

Check One ☐ Inventory as of January 1, or
☒ Average of previous 12 months from January 1.

1. Inventory (actual cost) \$ 9552000
2. Consigned / Floor Plan \$ _____
3. Fuel Inventory \$ _____
4. Industrial Inventory Only:

- a. Raw Materials \$ 5751000
b. Work in Progress \$ _____
c. Finished Goods \$ 3801000

5. Total \$ _____

Section 3 - Furniture and Equipment

If you have acquired or removed any furniture or equipment during the previous year, please list in the space provided below.

Additions: (If additional space is needed, please attach additional sheets, as necessary.)

	Description of Item	Year Purchased	Purchased: New / Used (✓)	Year of Manufacture	Cost Installed
1.					
2.	<u>See attached</u>				
3.	<u>M & E</u>				
4.	<u>Computer</u>				
5.					
6.					

Deletions: (If additional space is needed, please attach additional sheets, as necessary.)

(Sign on Back)

	Description of Item	Year Purchased	Year Manufactured	Cost New	Name & Address of Purchaser
1.				\$	
2.					
3.					
4.					
5.					

EXHIBIT

4 (17 pages)

HATPROPTAX2012

INVENTORY

INV	RM	FG	TOTAL
1	4909	3425	8334
2	5612	3539	9151
3	6212	4291	10503
4	6526	4092	10618
5	5369	4396	9765
6	5627	4837	10464
7	5121	4397	9518
8	6145	3264	9409
9	6120	3131	9251
10	5869	3205	9074
11	5448	3009	8457
12	6059	4025	10084
	-----	-----	-----
	69017	45611	114628
12	5751	3801	9552

Additions

RESINALL MISSISSIPPI Depreciation Expense Report As of December 31, 2012

Book = Internal
FYE Month = December

Sys No	In Svc Ext Date	Acquired Value	P T	Depr Meth	Est Life	Salv/168 Allow Sec 179	Depreciable Basis	Prior Thru	Prior Accum Depreciation	Depreciation This Run	Current YTD Depreciation	Current Accum Depreciation	Key Code
G/L Expense Acct No = 1620													
001849	PORTABLE BUILDING												
	000 01/13/12	2,220.00	R	SLMM	20 00	0.00	2,220.00		0.00	111.00	111.00	111.00	
001850	AREA PAVING												
	000 02/10/12	7,790.00	R	SLMM	20 00	0.00	7,790.00		0.00	357.04	357.04	357.04	
001927	ms mipeed deposits												
	000 01/01/12	(265,515.98)	R	SLMM	20 00	0.00	(265,515.98)		0.00	(13,275.80)	(13,275.80)	(13,275.80)	
G/L Expense Acct No = 1620		(255,505.98)				0.00	(255,505.98)		0.00	(12,807.76)	(12,807.76)	(12,807.76)	
Less disposals and transfers		0.00				0.00	0.00		0.00				0.00
Count = 0													
Net Subtotal		(255,505.98)				0.00	(255,505.98)		0.00	(12,807.76)	(12,807.76)	(12,807.76)	
Count = 3													

G/L Expense Acct No = 1625													
001851	FLASH POINT TESTER												
	000 01/13/12	1,908.51	P	SLMM	05 00	0.00	1,908.51		0.00	381.70	381.70	381.70	
001852	CONVECTION OVEN												
	000 05/30/12	2,319.85	P	SLMM	05 00	0.00	2,319.85		0.00	270.65	270.65	270.65	
001853	PELTIER PLATE												
	000 09/06/12	4,689.08	P	SLMM	05 00	0.00	4,689.08		0.00	312.61	312.61	312.61	
G/L Expense Acct No = 1625		8,917.44				0.00	8,917.44		0.00	964.96	964.96	964.96	
Less disposals and transfers		0.00				0.00	0.00		0.00				0.00
Count = 0													
Net Subtotal		8,917.44				0.00	8,917.44		0.00	964.96	964.96	964.96	
Count = 3													

G/L Expense Acct No = 1640													
001854	PUMP PARTS												
	000 03/06/12	2,216.00	P	SLMM	07 00	0.00	2,216.00		0.00	263.81	263.81	263.81	
001855	GOULDS PUMPS												
	000 04/11/12	2,251.99	P	SLMM	07 00	0.00	2,251.99		0.00	241.29	241.29	241.29	
001856	PUMP												
	000 04/16/12	4,858.46	P	SLMM	07 00	0.00	4,858.46		0.00	462.71	462.71	462.71	
001857	PUMP												
	000 04/09/12	4,713.23	P	SLMM	07 00	0.00	4,713.23		0.00	504.99	504.99	504.99	
001858	PUMP												
	000 04/20/12	1,801.00	P	SLMM	07 00	0.00	1,801.00		0.00	171.52	171.52	171.52	
001859	HEAT TRANSFER FLUID												
	000 04/30/12	2,803.00	P	SLMM	07 00	0.00	2,803.00		0.00	266.95	266.95	266.95	
001860	75HP MOTOR												
	000 05/09/12	2,845.10	P	SLMM	07 00	0.00	2,845.10		0.00	270.96	270.96	270.96	
001861	STLS GATE VALVES												
	000 05/24/12	2,565.00	P	SLMM	07 00	0.00	2,565.00		0.00	213.75	213.75	213.75	
001862	AUTOMATIC GATE OPENER												
	000 06/27/12	1,805.50	P	SLMM	07 00	0.00	1,805.50		0.00	128.97	128.97	128.97	
001863	CONTROL VALVE												
	000 06/29/12	2,263.75	P	SLMM	07 00	0.00	2,263.75		0.00	161.71	161.71	161.71	
001864	4 TON AIR CONDITIONER												

RESINALL MISSISSIPPI

Depreciation Expense Report As of December 31, 2012

Book = Internal

FYE Month = December

Sys No	Ext	In Svc Date	Acquired Value	P T	Depr Meth	Est Life	Salv/168 Allow Sec 179	Depreciable Basis	Prior Thru	Prior Accum Depreciation	Depreciation This Run	Current YTD Depreciation	Current Accum Depreciation	Key Code
G/L Expense Acct No = 1640														
		000 07/16/12	3,657.50	P	SLMM	07 00	0.00	3,657.50		0.00	217.71	217.71	217.71	
001865		PRESSURE TRANSMITTER												
		000 08/02/12	2,100.83	P	SLMM	07 00	0.00	2,100.83		0.00	125.05	125.05	125.05	
001866		PRESSURE TRANSMITTER												
		000 08/02/12	3,447.18	P	SLMM	07 00	0.00	3,447.18		0.00	205.19	205.19	205.19	
001867		AC DRIVE												
		000 08/02/12	1,785.00	P	SLMM	07 00	0.00	1,785.00		0.00	106.25	106.25	106.25	
001868		ACTUATOR												
		000 08/09/12	2,195.00	P	SLMM	07 00	0.00	2,195.00		0.00	130.66	130.66	130.66	
001869		SUCTION FILTER												
		000 08/31/12	1,839.42	P	SLMM	07 00	0.00	1,839.42		0.00	87.59	87.59	87.59	
001870		CONTROL PANEL												
		000 07/24/12	3,838.75	P	SLMM	07 00	0.00	3,838.75		0.00	228.51	228.51	228.51	
001871		XCELTERM												
		000 09/04/12	3,144.00	P	SLMM	07 00	0.00	3,144.00		0.00	149.72	149.72	149.72	
001872		BREATHING BOX												
		000 10/02/12	1,885.23	P	SLMM	07 00	0.00	1,885.23		0.00	67.33	67.33	67.33	
001873		DP CELLS												
		000 11/08/12	3,703.83	P	SLMM	07 00	0.00	3,703.83		0.00	88.19	88.19	88.19	
001874		RADCO FREIGHT												
		000 11/28/12	926.60	P	SLMM	07 00	0.00	926.60		0.00	11.03	11.03	11.03	
001875		ROTARY GEAR PUMP												
		000 11/21/12	3,937.66	P	SLMM	07 00	0.00	3,937.66		0.00	46.89	46.89	46.89	
001876		XCELTERM 600												
		000 11/28/12	5,566.00	P	SLMM	07 00	0.00	5,566.00		0.00	66.26	66.26	66.26	
001877		PUMPS												
		000 11/29/12	5,549.83	P	SLMM	07 00	0.00	5,549.83		0.00	66.08	66.08	66.08	
001878		VENTS												
		000 02/09/12	7,809.80	P	SLMM	07 00	0.00	7,809.80		0.00	1,022.71	1,022.71	1,022.71	
001879		FLOW METER												
		000 04/23/12	3,772.11	P	SLMM	07 00	0.00	3,772.11		0.00	359.25	359.25	359.25	
001880		FLOW METER												
		000 04/23/12	3,227.34	P	SLMM	07 00	0.00	3,227.34		0.00	307.37	307.37	307.37	
001881		INSULATE T-145												
		000 04/30/12	15,732.00	P	SLMM	07 00	0.00	15,732.00		0.00	1,498.29	1,498.29	1,498.29	
001882		FLOW METER												
		000 07/01/12	2,800.00	P	SLMM	07 00	0.00	2,800.00		0.00	200.00	200.00	200.00	
001883		PUMPS												
		000 08/14/12	19,246.00	P	SLMM	07 00	0.00	19,246.00		0.00	1,145.60	1,145.60	1,145.60	
001884		HOT OIL HEATER UPGRADE												
		000 05/29/12	247,613.09	P	SLMM	07 00	0.00	247,613.09		0.00	20,634.43	20,634.43	20,634.43	
001885		K-13 HIGH VACUUM SYSTEM												
		000 08/13/12	99,175.79	P	SLMM	07 00	0.00	99,175.79		0.00	5,903.32	5,903.32	5,903.32	
001886		PROCESS AUTOMATION K-13 REACTOR												
		000 03/01/12	24,097.57	P	SLMM	07 00	0.00	24,097.57		0.00	2,868.76	2,868.76	2,868.76	
001887		DUMPSTER PAD												
		000 04/17/12	4,200.00	P	SLMM	07 00	0.00	4,200.00		0.00	400.00	400.00	400.00	
001888		UNIT ROADWAY												
		000 10/10/12	37,556.62	P	SLMM	07 00	0.00	37,556.62		0.00	1,341.31	1,341.31	1,341.31	
001889		CB-31 BELT												
		000 05/21/12	79,300.00	P	SLMM	07 00	0.00	79,300.00		0.00	6,608.33	6,608.33	6,608.33	
001890		FLAKER BELT WELDING												

RESINALL MISSISSIPPI

Depreciation Expense Report As of December 31, 2012

Book = Internal

FYE Month = December

Sys No	In Svc Ext Date	Acquired Value	P T	Depr Meth	Est Life	Salv/168 Allow Sec 179	Depreciable Basis	Prior Thru	Prior Accum Depreciation	Depreciation This Run	Current YTD Depreciation	Current Accum Depreciation	Key Code
G/L Expense Acct No = 1640													
	000 08/14/12	15,502.00	P	SLMM	07 00	0.00	15,502.00		0.00	922.74	922.74	922.74	
001891	CB-31 BELT 000 05/21/12	11,980.50	P	SLMM	07 00	0.00	11,980.50		0.00	998.38	998.38	998.38	
001892	HEAT EXCHANGER 000 12/10/12	17,054.50	P	SLMM	07 00	0.00	17,054.50		0.00	203.03	203.03	203.03	
001893	PUMP 000 04/26/12	8,345.29	P	SLMM	07 00	0.00	8,345.29		0.00	794.79	794.79	794.79	
001894	LOAD ARMS 000 07/12/12	7,392.96	P	SLMM	07 00	0.00	7,392.96		0.00	528.07	528.07	528.07	
001895	ALUMINUM FLAT RAMP 000 07/30/12	12,118.63	P	SLMM	07 00	0.00	12,118.63		0.00	721.36	721.36	721.36	
001896	RR TRACK REPAIR 000 07/06/12	14,490.00	P	SLMM	07 00	0.00	14,490.00		0.00	1,035.00	1,035.00	1,035.00	
001897	PUMP 000 09/21/12	6,078.49	P	SLMM	07 00	0.00	6,078.49		0.00	217.09	217.09	217.09	
001898	PIPE FITTINGS 000 10/24/12	19,271.32	P	SLMM	07 00	0.00	19,271.32		0.00	458.84	458.84	458.84	
001899	PIPE FITTINGS 000 11/13/12	896.40	P	SLMM	07 00	0.00	896.40		0.00	21.34	21.34	21.34	
001900	J.H. WRIGHT FREIGHT 000 09/21/12	224.95	P	SLMM	07 00	0.00	224.95		0.00	8.03	8.03	8.03	
001901	COMMUNICATION 000 02/10/12	47,973.22	P	SLMM	07 00	0.00	47,973.22		0.00	6,282.21	6,282.21	6,282.21	
001902	ELECTRICAL CONTRACT 000 07/05/12	170,584.60	P	SLMM	07 00	0.00	170,584.60		0.00	12,184.62	12,184.62	12,184.62	
001903	ELECTRICAL CONTRACT 000 07/23/12	105,072.23	P	SLMM	07 00	0.00	105,072.23		0.00	6,254.31	6,254.31	6,254.31	
001904	CONTROL ROOM 000 11/29/12	25,167.00	P	SLMM	07 00	0.00	25,167.00		0.00	299.62	299.62	299.62	
001905	INSTALL COMMUNICATIONS 000 02/10/12	14,175.27	P	SLMM	07 00	0.00	14,175.27		0.00	1,856.29	1,856.29	1,856.29	
001906	DURCO PUMP 000 09/21/12	5,598.11	P	SLMM	07 00	0.00	5,598.11		0.00	199.93	199.93	199.93	
001907	DRUM SHED 000 06/11/12	23,826.75	P	SLMM	07 00	0.00	23,826.75		0.00	1,985.56	1,985.56	1,985.56	
001908	DRUM SHED 000 07/05/12	38,122.80	P	SLMM	07 00	0.00	38,122.80		0.00	2,723.06	2,723.06	2,723.06	
001909	ELECTRICAL MATERIAL 000 07/17/12	3,408.59	P	SLMM	07 00	0.00	3,408.59		0.00	202.89	202.89	202.89	
001910	DUPLEX LIFT STATION 000 07/25/12	11,265.00	P	SLMM	07 00	0.00	11,265.00		0.00	670.54	670.54	670.54	
001911	FOAM 000 07/01/12	6,079.80	P	SLMM	07 00	0.00	6,079.80		0.00	434.27	434.27	434.27	
001912	NEW DRUM SHED 000 08/07/12	33,357.45	P	SLMM	07 00	0.00	33,357.45		0.00	1,985.56	1,985.56	1,985.56	
001913	NEW DRUM SHED 000 08/13/12	7,150.00	P	SLMM	07 00	0.00	7,150.00		0.00	425.60	425.60	425.60	
001914	FOAM LINE ISNTALL 000 09/21/12	14,682.71	P	SLMM	07 00	0.00	14,682.71		0.00	524.38	524.38	524.38	
001915	DESIGN SERVICES 000 12/01/12	3,600.00	P	SLMM	07 00	0.00	3,600.00		0.00	42.86	42.86	42.86	
001916	FIRE SP RINKLER SYSTEM												

RESINALL MISSISSIPPI

Depreciation Expense Report As of December 31, 2012

Book = Internal

FYE Month = December

Sys No	In Svc Ext Date	Acquired Value	P T	Depr Meth	Est Life	Salv/168 Allow Sec 179	Depreciable Basis	Prior Thru	Prior Accum Depreciation	Depreciation This Run	Current YTD Depreciation	Current Accum Depreciation	Key Code
G/L Expense Acct No = 1640													
	000 12/28/12	26,841.69	P	SLMM	07 00	0.00	26,841.69		0.00	0.00	0.00	0.00	
001917	FILTER POT 000 10/01/12	17,916.52	P	SLMM	07 00	0.00	17,916.52		0.00	639.88	639.88	639.88	
001918	FLAKE FILTERS 000 06/27/12	8,440.82	P	SLMM	07 00	0.00	8,440.82		0.00	602.92	602.92	602.92	
001919	PUMP 000 08/14/12	7,356.00	P	SLMM	07 00	0.00	7,356.00		0.00	437.86	437.86	437.86	
001920	FEEDSTOCK PUMP 000 10/02/12	8,588.17	P	SLMM	07 00	0.00	8,588.17		0.00	306.72	306.72	306.72	
001921	FLAKER BELT 000 10/10/12	11,805.84	P	SLMM	07 00	0.00	11,805.84		0.00	421.64	421.64	421.64	
001922	FIRE WATER PUMP 000 10/10/12	67,925.00	P	SLMM	07 00	0.00	67,925.00		0.00	2,425.89	2,425.89	2,425.89	
001923	UPGRADE FLANGES 000 12/28/12	20,079.00	P	SLMM	07 00	0.00	20,079.00		0.00	0.00	0.00	0.00	
001924	FOAM PUMPS 000 11/05/12	2,813.78	P	SLMM	07 00	0.00	2,813.78		0.00	67.00	67.00	67.00	
001925	10" STAINLESS PIPE 000 12/01/12	7,165.99	P	SLMM	07 00	0.00	7,165.99		0.00	85.31	85.31	85.31	
001926	ADJUST ASSET #1842 000 01/01/12	2,750.00	P	SLMM	07 00	0.00	2,750.00		0.00	392.86	392.86	392.86	
001928	610 LIMESTONE 000 03/06/12	2,310.00	P	SLMM	07 00	0.00	2,310.00		0.00	275.00	275.00	275.00	
001929	610 LIMESTONE 000 04/02/12	1,610.00	P	SLMM	07 00	0.00	1,610.00		0.00	172.50	172.50	172.50	
001930	SWIVEL JOINT 000 07/12/12	2,374.32	P	SLMM	07 00	0.00	2,374.32		0.00	169.60	169.60	169.60	
001931	150# FR SO FLANGE 000 10/25/12	1,875.00	P	SLMM	07 00	0.00	1,875.00		0.00	44.64	44.64	44.64	
001932	PIPING 000 10/24/12	17,473.35	P	SLMM	07 00	0.00	17,473.35		0.00	416.03	416.03	416.03	
001933	LABOR & INSULATION MATERIALS 000 09/07/12	22,000.00	P	SLMM	07 00	0.00	22,000.00		0.00	1,047.62	1,047.62	1,047.62	
001934	LABOR, EQUIPMENT, MATERIALS 000 01/31/12	47,973.22	P	SLMM	07 00	0.00	47,973.22		0.00	6,282.22	6,282.22	6,282.22	
001935	FIBERGLASS TUBE, NEOPREN 000 03/02/12	1,716.00	P	SLMM	07 00	0.00	1,716.00		0.00	204.29	204.29	204.29	
001936	3/8" TYPE K OD 000 04/03/12	2,040.00	P	SLMM	07 00	0.00	2,040.00		0.00	218.57	218.57	218.57	
001937	BACKHOE 000 04/02/12	1,550.00	P	SLMM	07 00	0.00	1,550.00		0.00	166.07	166.07	166.07	
001938	BACKHOE 000 04/30/12	1,550.00	P	SLMM	07 00	0.00	1,550.00		0.00	147.62	147.62	147.62	
001939	150# FLANGED GATE VALVE 000 10/25/12	8,288.00	P	SLMM	07 00	0.00	8,288.00		0.00	197.33	197.33	197.33	
001940	150# WARREN FLANGED GATE VALVE 000 11/08/12	3,798.00	P	SLMM	07 00	0.00	3,798.00		0.00	90.43	90.43	90.43	
001941	LIGHTS 000 08/20/12	1,667.90	P	SLMM	07 00	0.00	1,667.90		0.00	79.42	79.42	79.42	
001942	HAZARDOUS AIR QUALITY LIGHTS 000 09/04/12	4,583.07	P	SLMM	07 00	0.00	4,583.07		0.00	218.24	218.24	218.24	
001943	PRIVACY SLATS												

RESINALL MISSISSIPPI

Depreciation Expense Report As of December 31, 2012

Book = Internal

FYE Month = December

Sys No	Ext	In Svc Date	Acquired Value	P T	Depr Meth	Est Life	Salv/168 Allow Sec 179	Depreciable Basis	Prior Thru	Prior Accum Depreciation	Depreciation This Run	Current YTD Depreciation	Current Accum Depreciation	Key Code
G/L Expense Acct No = 1640														
		000 10/10/12	1,997.00	P	SLMM	07 00	0.00	1,997.00		0.00	71.32	71.32	71.32	
001944		CONCENTRIC REDUCER												
		000 08/27/12	1,720.00	P	SLMM	07 00	0.00	1,720.00		0.00	81.91	81.91	81.91	
001945		PIPE & FITTINGS												
		000 09/19/12	12,149.30	P	SLMM	07 00	0.00	12,149.30		0.00	433.90	433.90	433.90	
001946		INST 2 TOL'S FOR LEVEL												
		000 11/05/12	3,500.00	P	SLMM	07 00	0.00	3,500.00		0.00	83.33	83.33	83.33	
001947		ELECTRIC ITEM #3HW												
		000 09/24/12	1,573.40	P	SLMM	07 00	0.00	1,573.40		0.00	56.19	56.19	56.19	
001948		STD A53B STANTARD WLED PIPE												
		000 11/05/12	2,289.00	P	SLMM	07 00	0.00	2,289.00		0.00	54.50	54.50	54.50	
001949		BULL DOZER RENTAL												
		000 10/01/12	6,800.00	P	SLMM	07 00	0.00	6,800.00		0.00	242.86	242.86	242.86	
001950		BULL DOZER RENTAL												
		000 11/01/12	3,390.00	P	SLMM	07 00	0.00	3,390.00		0.00	80.72	80.72	80.72	
001951		RAILCAR GASKETS												
		000 01/19/12	1,755.60	P	SLMM	07 00	0.00	1,755.60		0.00	229.90	229.90	229.90	
001952		HOSES & ADAPTERS												
		000 02/07/12	1,605.70	P	SLMM	07 00	0.00	1,605.70		0.00	210.27	210.27	210.27	
001953		20' LENGHTS OF 6X15 BEAMS												
		000 02/22/12	1,628.00	P	SLMM	07 00	0.00	1,628.00		0.00	193.81	193.81	193.81	
001954		CS GATE VALVES W/FLANGES												
		000 03/12/12	4,164.00	P	SLMM	07 00	0.00	4,164.00		0.00	495.72	495.72	495.72	
001955		T&M PRESSURE WASHER												
		000 03/12/12	2,372.44	P	SLMM	07 00	0.00	2,372.44		0.00	282.43	282.43	282.43	
001956		FREON R22												
		000 03/26/12	1,675.00	P	SLMM	07 00	0.00	1,675.00		0.00	179.47	179.47	179.47	
001957		SV700 PART #707												
		000 04/05/12	2,040.00	P	SLMM	07 00	0.00	2,040.00		0.00	218.57	218.57	218.57	
001958		SV800 #717 PISTON												
		000 04/05/12	2,892.00	P	SLMM	07 00	0.00	2,892.00		0.00	309.86	309.86	309.86	
001959		2 LOAD CELLS												
		000 04/10/12	1,680.00	P	SLMM	07 00	0.00	1,680.00		0.00	180.00	180.00	180.00	
001960		TALL FILTER BASKETS												
		000 04/18/12	5,158.20	P	SLMM	07 00	0.00	5,158.20		0.00	491.26	491.26	491.26	
001961		DRY BLOCK CALIBRATOR												
		000 04/23/12	1,585.00	P	SLMM	07 00	0.00	1,585.00		0.00	150.95	150.95	150.95	
001962		MX201 SEAL												
		000 04/24/12	5,981.82	P	SLMM	07 00	0.00	5,981.82		0.00	569.70	569.70	569.70	
001963		RAILCAR GASKETS												
		000 05/16/12	1,620.00	P	SLMM	07 00	0.00	1,620.00		0.00	135.00	135.00	135.00	
001964		2" RIGID												
		000 05/01/12	1,955.00	P	SLMM	07 00	0.00	1,955.00		0.00	186.19	186.19	186.19	
001965		GATE VALVES												
		000 05/24/12	12,811.00	P	SLMM	07 00	0.00	12,811.00		0.00	1,067.58	1,067.58	1,067.58	
001966		THERMOWELLS, GASKETS												
		000 05/29/12	3,467.37	P	SLMM	07 00	0.00	3,467.37		0.00	288.95	288.95	288.95	
001967		WELDING SUPPLIES												
		000 06/04/12	1,533.01	P	SLMM	07 00	0.00	1,533.01		0.00	127.75	127.75	127.75	
001968		LABOR & MATERIALS												
		000 06/23/12	5,250.00	P	SLMM	07 00	0.00	5,250.00		0.00	375.00	375.00	375.00	
001969		WELDING SUPPLIES												

RESINALL MISSISSIPPI
Depreciation Expense Report
As of December 31, 2012

Book = Internal
 FYE Month = December

Sys No	Ext	In Svc Date	Acquired Value	P T	Depr Meth	Est Life	Salv/168 Allow Sec 179	Depreciable Basis	Prior Thru	Prior Accum Depreciation	Depreciation This Run	Current YTD Depreciation	Current Accum Depreciation	Key Code
G/L Expense Acct No = 1640														
		000 06/29/12	2,137.62	P	SLMM	07 00	0.00	2,137.62		0.00	152.69	152.69	152.69	
001970		WELDING SUPPLIES												
		000 06/29/12	1,907.37	P	SLMM	07 00	0.00	1,907.37		0.00	136.24	136.24	136.24	
001971		ADDITIONAL STARTUP												
		000 06/29/12	8,722.00	P	SLMM	07 00	0.00	8,722.00		0.00	623.00	623.00	623.00	
001972		150# SS PLUG VALVES												
		000 07/18/12	6,720.00	P	SLMM	07 00	0.00	6,720.00		0.00	400.00	400.00	400.00	
001973		CASING												
		000 07/11/12	1,532.10	P	SLMM	07 00	0.00	1,532.10		0.00	109.44	109.44	109.44	
001974		PAINT TICKET#9647-8												
		000 07/17/12	1,534.80	P	SLMM	07 00	0.00	1,534.80		0.00	91.36	91.36	91.36	
001975		K4 PAINT FOR RESINALL												
		000 08/01/12	1,541.38	P	SLMM	07 00	0.00	1,541.38		0.00	91.75	91.75	91.75	
001976		BALL VALVES, GASETS, GRINDERS												
		000 08/09/12	4,377.40	P	SLMM	07 00	0.00	4,377.40		0.00	260.56	260.56	260.56	
001977		BOILER SERVICE WORK												
		000 08/03/12	1,940.00	P	SLMM	07 00	0.00	1,940.00		0.00	115.48	115.48	115.48	
001978		HOSES												
		000 08/16/12	1,716.14	P	SLMM	07 00	0.00	1,716.14		0.00	81.72	81.72	81.72	
001979		FLOAT LEVEL SWITCH												
		000 08/24/12	2,750.00	P	SLMM	07 00	0.00	2,750.00		0.00	130.95	130.95	130.95	
001980		BACKHOE STANDARD												
		000 09/05/12	1,854.00	P	SLMM	07 00	0.00	1,854.00		0.00	88.29	88.29	88.29	
001981		SET COMBUSTION												
		000 09/17/12	1,802.50	P	SLMM	07 00	0.00	1,802.50		0.00	64.39	64.39	64.39	
001982		WELDING SUPPLIES												
		000 10/01/12	4,635.46	P	SLMM	07 00	0.00	4,635.46		0.00	165.55	165.55	165.55	
001983		BACKHOE STANDARD												
		000 10/01/12	1,854.00	P	SLMM	07 00	0.00	1,854.00		0.00	66.22	66.22	66.22	
001984		HYDROBLASTER FOR K13												
		000 10/08/12	7,987.62	P	SLMM	07 00	0.00	7,987.62		0.00	285.27	285.27	285.27	
001985		EQUIPMENT RESTORE												
		000 10/15/12	2,877.25	P	SLMM	07 00	0.00	2,877.25		0.00	102.76	102.76	102.76	
001986		BACKHOE STANDARD												
		000 10/01/12	1,854.00	P	SLMM	07 00	0.00	1,854.00		0.00	66.22	66.22	66.22	
001987		COPPER TUBING												
		000 11/09/12	1,633.00	P	SLMM	07 00	0.00	1,633.00		0.00	38.88	38.88	38.88	
001988		HYDROBLAST FOR K13												
		000 11/15/12	16,687.68	P	SLMM	07 00	0.00	16,687.68		0.00	397.33	397.33	397.33	
001989		RAILCAR GASKETS												
		000 11/26/12	1,620.00	P	SLMM	07 00	0.00	1,620.00		0.00	19.30	19.30	19.30	
001990		WELDING SUPPLIES												
		000 11/29/12	1,743.57	P	SLMM	07 00	0.00	1,743.57		0.00	20.77	20.77	20.77	
G/L Expense Acct No = 1640			1,714,161.15				0.00	1,714,161.15		0.00	113,967.83	113,967.83	113,967.83	
Less disposals and transfers			0.00				0.00	0.00		0.00				
Count = 0														
Net Subtotal			1,714,161.15				0.00	1,714,161.15		0.00	113,967.83	113,967.83	113,967.83	
Count = 136														
Grand Total							0.00	1,467,572.61		0.00	102,125.03	102,125.03	102,125.03	

RESINALL MISSISSIPPI

Depreciation Expense Report

As of December 31, 2012

Book = Internal
FYE Month = December

Sys No	In Svc Ext Date	Acquired Value	P T	Depr Meth	Est Life	Salv/168 Allow Sec 179	Depreciable Basis	Prior Thru	Prior Accum Depreciation	Depreciation This Run	Current YTD Depreciation	Current Accum Depreciation	Key Code
												0.00	
		0.00				0.00	0.00		0.00				
		Less disposals and transfers Count = 0											
		Net Grand Total				0.00	1,467,572.61		0.00	102,125.03	102,125.03	102,125.03	
		Count = 142											

Report Assumptions

Report Name: Depreciation Expense
Source Report: <Standard Report>

Calculation Assumptions:

Short Year: none
Include Sec 168 Allowance & Sec 179: No
Adjustment Convention: Immediate

Key Codes:

- a: A depreciation adjustment amount is included in the reporting period.
- b: The asset's business-use percentage is less than 100%.
- d: The asset has been disposed.
- f: The asset has switched from a MACRS table calculation to the MACRS formula calculation.
- t: The asset's depreciation has been limited by luxury auto rules.
- m: The asset's depreciation was calculated using the mid-quarter convention.
- r: The asset's acquired value was reduced to arrive at the depreciable basis.
- s: The asset has switched from declining-balance to a straight-line.
- t: The asset was transferred.
- v: The asset has switched to remaining value over remaining life due to ACE.

Group/Sorting Criteria:

Group = ADDITIONS BY ACQ DATE
Include Assets that meet the following conditions:
Acquisition Date is between 01/01/2012 and 12/31/2012
Sorted by: G/L Expense Acct No (with subtotals), System No, Extension

RESINALL MISSISSIPPI

Depreciation Expense Report As of December 31, 2012

Book = State

FYE Month = December

Sys No	In Svc Ext Date	Acquired Value	P T	Depr Meth	Est Life	Salv/168 Allow Sec 179	Depreciable Basis	Prior Thru	Prior Accum Depreciation	Depreciation This Run	Current YTD Depreciation	Current Accum Depreciation	Key Code
G/L Expense Acct No = 1612													
G/L Expense Acct No		176,081.91				0.00	176,081.91		19,313.99	11,757.60	11,757.60	31,071.59	
= 1612									0.00			0.00	
Less disposals and transfers		0.00				0.00	0.00						
Count = 0													
Net Subtotal		176,081.91				0.00	176,081.91		19,313.99	11,757.60	11,757.60	31,071.59	
Count = 3													
G/L Expense Acct No = 1613													
G/L Expense Acct No		17,101.01				0.00	17,101.01		1,875.77	1,141.90	1,141.90	3,017.67	
= 1613									0.00			0.00	
Less disposals and transfers		0.00				0.00	0.00						
Count = 0													
Net Subtotal		17,101.01				0.00	17,101.01		1,875.77	1,141.90	1,141.90	3,017.67	
Count = 2													
G/L Expense Acct No = 1614													
G/L Expense Acct No		6,579.00				0.00	6,579.00		721.63	439.30	439.30	1,160.93	
= 1614									0.00			0.00	
Less disposals and transfers		0.00				0.00	0.00						
Count = 0													
Net Subtotal		6,579.00				0.00	6,579.00		721.63	439.30	439.30	1,160.93	
Count = 1													
G/L Expense Acct No = 1615													
G/L Expense Acct No		11,278.40				0.00	11,278.40		1,237.10	753.10	753.10	1,990.20	
= 1615									0.00			0.00	
Less disposals and transfers		0.00				0.00	0.00						
Count = 0													
Net Subtotal		11,278.40				0.00	11,278.40		1,237.10	753.10	753.10	1,990.20	
Count = 1													
G/L Expense Acct No = 1616													
G/L Expense Acct No		35,729.24				0.00	35,729.24		3,919.06	2,385.76	2,385.76	6,304.82	
= 1616									0.00			0.00	
Less disposals and transfers		0.00				0.00	0.00						
Count = 0													
Net Subtotal		35,729.24				0.00	35,729.24		3,919.06	2,385.76	2,385.76	6,304.82	
Count = 1													

G/L Expense Acct No = 1617

RESINALL MISSISSIPPI
Depreciation Expense Report
As of December 31, 2012

Book = State

FYE Month = December

Sys No	In Svc Ext Date	Acquired Value	P T	Depr Meth	Est Life	Salv/168 Allow Sec 179	Depreciable Basis	Prior Thru	Prior Accum Depreciation	Depreciation This Run	Current YTD Depreciation	Current Accum Depreciation	Key Code
G/L Expense Acct No = 1617													
		18,837.00				0.00	18,837.00		706.39	1,359.80	1,359.80	2,066.19	
						0.00	0.00		0.00			0.00	
		0.00											
						0.00	18,837.00		706.39	1,359.80	1,359.80	2,066.19	
		18,837.00				0.00	18,837.00		706.39	1,359.80	1,359.80	2,066.19	
G/L Expense Acct No = 1620													
		3,873,316.14				(82,728.39)	3,956,044.53		3,138,727.59	85,480.95	85,480.95	3,224,208.54	
						0.00	0.00		0.00			0.00	
		0.00											
						(82,728.39)	3,956,044.53		3,138,727.59	85,480.95	85,480.95	3,224,208.54	
		3,873,316.14											
G/L Expense Acct No = 1623													
		272,220.41				0.00	272,220.41		271,867.27	0.00	0.00	271,867.27	
						0.00	0.00		0.00			0.00	
		0.00											
						0.00	272,220.41		271,867.27	0.00	0.00	271,867.27	
		272,220.41											
G/L Expense Acct No = 1625													
		61,992.60				0.00	61,992.60		33,180.86	10,389.44	10,389.44	43,570.30	
						0.00	0.00		0.00			0.00	
		0.00											
						0.00	61,992.60		33,180.86	10,389.44	10,389.44	43,570.30	
		61,992.60											
G/L Expense Acct No = 1631													
		1,229,015.63				0.00	1,229,015.63		1,074,549.06	73,496.14	73,496.14	1,148,045.20	
						0.00	0.00		0.00			0.00	
		0.00											
						0.00	1,229,015.63		1,074,549.06	73,496.14	73,496.14	1,148,045.20	
		1,229,015.63											

G/L Expense Acct No = 1632

RESINALL MISSISSIPPI

Depreciation Expense Report As of December 31, 2012

Book = State

FYE Month = December

Sys No	In Svc Ext Date	Acquired Value	P T	Depr Meth	Est Life	Salv/168 Allow Sec 179	Depreciable Basis	Prior Thru	Prior Accum Depreciation	Depreciation This Run	Current YTD Depreciation	Current Accum Depreciation	Key Code
G/L Expense Acct No = 1632													
		9,459.87				0.00	9,459.87		8,914.99	544.88	544.88	9,459.87	
		0.00				0.00	0.00		0.00			0.00	
		Count = 0											
		Net Subtotal				0.00	9,459.87		8,914.99	544.88	544.88	9,459.87	
		Count = 1											
G/L Expense Acct No = 1635													
		75,645.17				0.00	75,645.17		70,221.06	0.00	0.00	70,221.06	
		0.00				0.00	0.00		0.00			0.00	
		Count = 0											
		Net Subtotal				0.00	75,645.17		70,221.06	0.00	0.00	70,221.06	
		Count = 11											
G/L Expense Acct No = 1638													
		49,113.55				0.00	49,113.55		30,085.49	6,112.90	6,112.90	36,198.39	
		0.00				0.00	0.00		0.00			0.00	
		Count = 0											
		Net Subtotal				0.00	49,113.55		30,085.49	6,112.90	6,112.90	36,198.39	
		Count = 4											
G/L Expense Acct No = 1640													
		23,403,723.46				1,663,632.88	21,740,090.58		18,015,376.97	1,058,336.99	1,058,336.99	19,073,713.96	
		0.00				0.00	0.00		0.00			0.00	
		Count = 0											
		Net Subtotal				1,663,632.88	21,740,090.58		18,015,376.97	1,058,336.99	1,058,336.99	19,073,713.96	
		Count = 1674											
G/L Expense Acct No = 1650													
		59,027.50				0.00	59,027.50		48,432.17	3,816.50	3,816.50	52,248.67	
		0.00				0.00	0.00		0.00			0.00	
		Count = 0											
		Net Subtotal				0.00	59,027.50		48,432.17	3,816.50	3,816.50	52,248.67	
		Count = 4											

G/L Expense Acct No = 1660

RESINALL MISSISSIPPI

Depreciation Expense Report As of December 31, 2012

Book = State

FYE Month = December

Sys No	In Svc Ext Date	Acquired Value	P T	Depr Meth	Est Life	Salv/168 Allow Sec 179	Depreciable Basis	Prior Thru	Prior Accum Depreciation	Depreciation This Run	Current YTD Depreciation	Current Accum Depreciation	Key Code
G/L Expense Acct No = 1660		190,088.94				0.00	190,088.94		157,315.81	10,335.01	10,335.01	167,650.82	
Less disposals and transfers Count = 0		0.00				0.00	0.00		0.00			0.00	
Net Subtotal Count = 43		190,088.94				0.00	190,088.94		157,315.81	10,335.01	10,335.01	167,650.82	
G/L Expense Acct No = 1700													
G/L Expense Acct No = 1700		123,051.00				0.00	123,051.00		123,051.00	0.00	0.00	123,051.00	
Less disposals and transfers Count = 0		0.00				0.00	0.00		0.00			0.00	
Net Subtotal Count = 1		123,051.00				0.00	123,051.00		123,051.00	0.00	0.00	123,051.00	
Grand Total		29,612,260.83				1,580,904.49	28,031,356.34		22,999,496.21	1,266,350.27	1,266,350.27	24,265,846.48	
Less disposals and transfers Count = 0		0.00				0.00	0.00		0.00			0.00	
Net Grand Total		29,612,260.83				1,580,904.49	28,031,356.34		22,999,496.21	1,266,350.27	1,266,350.27	24,265,846.48	
Count = 1,943													

Report Assumptions

Report Name: Depreciation Expense
Source Report: <Standard Report>

Calculation Assumptions:

Short Year: none
Include Sec 168 Allowance & Sec 179: No
Adjustment Convention: None

Key Codes:

- a: A depreciation adjustment amount is included in the reporting period.
- b: The asset's business-use percentage is less than 100%.
- d: The asset has been disposed.
- f: The asset has switched from a MACRS table calculation to the MACRS formula calculation.
- l: The asset's depreciation has been limited by luxury auto rules.
- m: The asset's depreciation was calculated using the mid-quarter convention.
- r: The asset's acquired value was reduced to arrive at the depreciable basis.
- s: The asset has switched from declining-balance to a straight-line.
- t: The asset was transferred.
- v: The asset has switched to remaining value over remaining life due to ACE.

Group/Sorting Criteria:

Group = DEPRECIATE BY G/L ACCOUNT
Include Assets that meet the following conditions:
Acquisition Date equals or is less than 12/31/2012
G/L Expense Acct No is between 1600 and 1700
Sorted by: G/L Expense Acct No (with subtotals), System No, Extension

HATTLEASE2011
2012 LEASES IN FORCE - RESINALL MISSISSIPPI
OFFICE AND FORKLIFTS

AIR PRODUCTS	NITROGEN TANK	AIR PRODUCTS	CURRENT MONTHLY	START DATE	END DATE	LEASE MONTHS
TOYOTA FINANCIAL SERVICES	FORK LIFTS	TOYOTA FINANCIAL SERVICES	\$1,250.00	04/21/2010	04/20/2016	60
TOYOTA FINANCIAL SERVICES	FORK LIFTS	TOYOTA FINANCIAL SERVICES	\$548.43	08/31/2012	08/30/2014	48
TOYOTA FINANCIAL SERVICES	FORK LIFTS	TOYOTA FINANCIAL SERVICES	\$548.43	08/31/2012	08/30/2014	48
TOYOTA FINANCIAL SERVICES	FORK LIFTS	TOYOTA FINANCIAL SERVICES	\$548.43	08/31/2012	08/30/2014	48
TOYOTA FINANCIAL SERVICES	FORK LIFTS	TOYOTA FINANCIAL SERVICES	\$548.43	08/31/2012	08/30/2014	48
TOYOTA FINANCIAL SERVICES	FORK LIFTS	TOYOTA FINANCIAL SERVICES	\$548.43	08/31/2012	08/30/2014	48
TOYOTA FINANCIAL SERVICES	FORK LIFTS	TOYOTA FINANCIAL SERVICES	\$548.43	08/31/2012	08/30/2014	48
GE CAPITAL	FORK LIFT	GE CAPITAL	\$1,380.45	01/01/2013	06/30/2014	18
SOUTH MS BUSINESS MACHINES	COPIER	SOUTH MS BUSINESS MACHINES	\$0.00	11/01/2009	10/31/2012	0
PITNEY BOWES	METER	PITNEY BOWES	\$144.45	05/11/2011	05/11/2015	42
HANCOCK BANK	COPY SHARP	HANCOCK BANK	\$0.00	03/01/2007	02/28/2012	0
		TOTAL -RESINALL MISS	\$6,065.48			

#REF1	VENDOR	USED BY	DESCRIPTION	LESSOR	LEASE #	CURRENT MONTHLY	DATE STARTED	DATE EXPIRES	LEASE MONTHS
	RAIL CAR LEASES-RESINALL								
	UNION TANK CAR	RAIL SHIPPING	TANK CAR	UNION TANK CAR	67481	525.00	1-Jan-2010	31-Dec-2014	60
	UNION TANK CAR	RAIL SHIPPING	TANK CAR	UNION TANK CAR	641122	695.00	1-May-2012	30-Apr-2017	60
	UNION TANK CAR	RAIL SHIPPING	TANK CAR	UNION TANK CAR	67661	610.00	1-Apr-2008	31-Mar-2013	60
	UNION TANK CAR	RAIL SHIPPING	TANK CAR	UNION TANK CAR	642081	525.00	1-Dec-2009	30-Nov-2014	60
	UNION TANK CAR	RAIL SHIPPING	TANK CAR	UNION TANK CAR	643675	705.00	1-Jul-2012	30-Jun-2017	60
	UNION TANK CAR	RAIL SHIPPING	TANK CAR	UNION TANK CAR	649909	705.00	1-Jul-2012	30-Jun-2017	60
	UNION TANK CAR	RAIL SHIPPING	TANK CAR	UNION TANK CAR	649910	705.00	1-Jul-2012	30-Jun-2017	60
	UNION TANK CAR	RAIL SHIPPING	TANK CAR	UNION TANK CAR	649911	705.00	1-Jul-2012	30-Jun-2017	60
	UNION TANK CAR	RAIL SHIPPING	TANK CAR	UNION TANK CAR	642076	525.00	1-Mar-2011	28-Feb-2016	60
	UNION TANK CAR	RAIL SHIPPING	TANK CAR	UNION TANK CAR	642093	525.00	1-Mar-2011	28-Feb-2016	60
	UNION TANK CAR	RAIL SHIPPING	TANK CAR	UNION TANK CAR	644569	525.00	1-Mar-2011	28-Feb-2016	60
	UNION TANK CAR	RAIL SHIPPING	TANK CAR	UNION TANK CAR	640737	705.00	1-Mar-2012	28-Feb-2017	60
	UNION TANK CAR	RAIL SHIPPING	TANK CAR	UNION TANK CAR	640738	705.00	1-Mar-2012	28-Feb-2017	60
	UNION TANK CAR	RAIL SHIPPING	TANK CAR	UNION TANK CAR	640745	705.00	1-Mar-2012	28-Feb-2017	60
	UNION TANK CAR	RAIL SHIPPING	TANK CAR	UNION TANK CAR	640755	705.00	1-Mar-2012	28-Feb-2017	60
	UNION TANK CAR	RAIL SHIPPING	TANK CAR	UNION TANK CAR	640758	705.00	1-Mar-2012	28-Feb-2017	60
	UNION TANK CAR	RAIL SHIPPING	TANK CAR	UNION TANK CAR	640759	705.00	1-Mar-2012	28-Feb-2017	60
	UNION TANK CAR	RAIL SHIPPING	TANK CAR	UNION TANK CAR	640762	705.00	1-Mar-2012	28-Feb-2017	60
	UNION TANK CAR	RAIL SHIPPING	TANK CAR	UNION TANK CAR	640763	705.00	1-Mar-2012	28-Feb-2017	60
	UNION TANK CAR	RAIL SHIPPING	TANK CAR	UNION TANK CAR	640767	705.00	1-Mar-2012	28-Feb-2017	60
	UNION TANK CAR	RAIL SHIPPING	TANK CAR	UNION TANK CAR	640773	705.00	1-Mar-2012	28-Feb-2017	60
	UNION TANK CAR	RAIL SHIPPING	TANK CAR	UNION TANK CAR	640774	705.00	1-Mar-2012	28-Feb-2017	60
	UNION TANK CAR	RAIL SHIPPING	TANK CAR	UNION TANK CAR	649668	610.00	1-Mar-2008	28-Feb-2013	60
	UNION TANK CAR	RAIL SHIPPING	TANK CAR	UNION TANK CAR	649782	610.00	1-Mar-2008	28-Feb-2013	60
	UNION TANK CAR	RAIL SHIPPING	TANK CAR	UNION TANK CAR	668009	525.00	1-Feb-2010	31-Jan-2015	60
	UNION TANK CAR	RAIL SHIPPING	TANK CAR	UNION TANK CAR	668010	525.00	1-Feb-2010	31-Jan-2015	60
	UNION TANK CAR	RAIL SHIPPING	TANK CAR	UNION TANK CAR	668011	525.00	1-Feb-2010	31-Jan-2015	60
	UNION TANK CAR	RAIL SHIPPING	TANK CAR	UNION TANK CAR	668012	525.00	1-Feb-2010	31-Jan-2015	60
	UNION TANK CAR	RAIL SHIPPING	TANK CAR	UNION TANK CAR	668013	525.00	1-Feb-2010	31-Jan-2015	60
	UNION TANK CAR	RAIL SHIPPING	TANK CAR	UNION TANK CAR	668014	525.00	1-Feb-2010	31-Jan-2015	60
	UNION TANK CAR	RAIL SHIPPING	TANK CAR	UNION TANK CAR	67483	525.00	1-May-2010	30-Apr-2015	60
	UNION TANK CAR	RAIL SHIPPING	TANK CAR	UNION TANK CAR	68677	525.00	1-May-2010	30-Apr-2015	60
	UNION TANK CAR	RAIL SHIPPING	TANK CAR	UNION TANK CAR	68866	525.00	1-May-2010	30-Apr-2015	60
	UNION TANK CAR	RAIL SHIPPING	TANK CAR	UNION TANK CAR	71027	525.00	1-May-2010	30-Apr-2015	60
	UNION TANK CAR	RAIL SHIPPING	TANK CAR	UNION TANK CAR	641563	525.00	1-May-2010	30-Apr-2015	60
	UNION TANK CAR	RAIL SHIPPING	TANK CAR	UNION TANK CAR	641995	525.00	1-May-2010	30-Apr-2015	60
	UNION TANK CAR	RAIL SHIPPING	TANK CAR	UNION TANK CAR	669589	775.00	1-Dec-2011	30-Nov-2016	60
	UNION TANK CAR	RAIL SHIPPING	TANK CAR	UNION TANK CAR	669590	775.00	1-Dec-2011	30-Nov-2016	60
	UNION TANK CAR	RAIL SHIPPING	TANK CAR	UNION TANK CAR	669591	775.00	1-Dec-2011	30-Nov-2016	60
	UNION TANK CAR	RAIL SHIPPING	TANK CAR	UNION TANK CAR	669592	775.00	1-Dec-2011	30-Nov-2016	60
	UNION TANK CAR	RAIL SHIPPING	TANK CAR	UNION TANK CAR	669593	775.00	1-Dec-2011	30-Nov-2016	60
	UNION TANK CAR	RAIL SHIPPING	TANK CAR	UNION TANK CAR	669594	775.00	1-Dec-2011	30-Nov-2016	60

RES MISS ASSETS	GL 12/31/11	TAX ADDS	DEDUCTS	AD 12/31/12	GL 12/31/11	DEPRECI	AD 12/31/12
1620 BUILDINGS	4128822	10010		4138832	3138727	85480	3224207
BOILER BLDG	176082	0		176082	1875	1142	3017
ADMIN OFFICE	17101	0		17101	722	439	1161
QC LAB/ENG OFFICE	6579	0		6579	1237	753	1990
EMPLOYEE BREAK ROOM	11278	0		11278	3919	2386	6305
CHILLED WAREHOUSE	35729	0		35729	19314	11758	31072
1617 LIGHTING UPGRADE	18837	0		18837	706	1360	2066
	4394428	10010		4404438	3166500	103318	3269818
265606 BUILDINGS							
LAB EQUIPMENT	325294	8917		334211	305048	10389	315437
F&F	85105	0		85105	79208	545	79753
RAILROAD SPUR	1278133	0		1278133	1104635	79609	1184244
1640 M&E	21690009	1714161		-242 23403928	18012656	1058337	19070993
1650 TRANSPORTATION	59027	0		59027	68644	3817	72461
COMPUTER	189547	0		189547	157565	10335	167900
CAP INTEREST	123051	0		123051	123051	0	123051

**RESOLUTION OF THE CITY COUNCIL OF
HATTIESBURG, MISSISSIPPI
GRANTING EXEMPTION FROM AD VALOREM TAXES**

The City Council next took up for consideration the matter of the application of Resinall Mississippi, Inc. for exemption from Ad Valorem taxes; and the following Resolution, having first been reduced to writing, was introduced:

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG,
MISSISSIPPI, GRANTING EXEMPTION FROM AD VALOREM TAXES
TO RESINALL MISSISSIPPI, INC. AS AUTHORIZED BY
SECTION 27-31-105 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED.**

WHEREAS, Resinall Mississippi, Inc., on May 14, 2013, filed in triplicate with this Council its Application for Tax Benefits; and

WHEREAS, Resinall Mississippi, Inc. has produced written verification and documentation to this Council as to the authenticity and correctness of its Application in regards to the true value of the additions or expansions prayed to be exempted, the completion date of the additions and expansions, and that the additions and expansions described in its Application do not constitute renovations or replacements of realty or personality in whole or in part; and

WHEREAS, this Council finds that the property described in the said Application constitutes additions and expansions of an industrial enterprise of public utility which were in service or completed on the respective dates as shown on Exhibit "A" to the Application filed with this Council (a copy of Exhibit "A" is attached to this Resolution and incorporated by reference); and that Resinall Mississippi is entitled to the exemption sought for a period of ten (10) years, all subject to approval and certification by the Mississippi Department of Revenue.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hattiesburg, Mississippi, as follows:

Section 1. That the application for Ad Valorem Tax Exemption by Resinall Mississippi, Inc. for a consecutive period of ten (10) years from December 31, 2012 through December 31, 2022, as allowed by Section 27-31-105, Mississippi Code of 1972 as amended, and as shown and described in Exhibit "A", be and the same is hereby approved, subject to approval and certification by the Mississippi Department of Revenue.

Section 2. That Resinall Mississippi, Inc is hereby granted tax exemption on ad valorem taxes, except state and school district ad valorem taxation with respect to the personal property listed on Exhibit "A" for a period of ten (10) years, commencing on the December 31, 2012 and ending on December 31, 2022 with a total true value of \$1,714,161.15, or the amount approved by Mississippi Department of Revenue.

Section 3. That the Clerk of this Council be, and is hereby directed to spread a copy of this Resolution on the minutes of the City Council; and that the City Clerk shall forward the original and one certified copy of the Application, and the original and one certified copy of the transcript of this Resolution approving said Application and granting the relief prayed for therein to the Mississippi Department of Revenue for its approval and certification; after receipt of certification

from the Mississippi Department of Revenue a Final Order of the Council granting the exemption shall be spread upon the minutes and a certified copy of the Order and Application shall be filed with the Mississippi Department of Revenue and with the State Auditor's Office; and the Clerk of this Council shall also forward one certified copy of the said Application and of the Final Order granting the exemption to the Tax Assessor of Forrest County and receive the Certificate of said Tax Assessor stating that both the real and personal property as set forth in Exhibit "A" has been placed on the appropriate tax roll as "Non-taxable", except for state and school district ad valorem taxes for the duration of the exemption periods only.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 6th day of August, 2013.
(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 6th day of August, 2013.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

MEMORANDUM

TO: City Council, City of Hattiesburg
DATE: July 31, 2013
FROM: Chad Newell *C.N.*
RE: Resinall Mississippi, Inc.

We greatly appreciate the opportunity to review the ad valorem tax exemption application for Resinall Mississippi, Inc., located at 102 Dixie Pine Road, Hattiesburg, MS. Upon further review by the Area Development Partnership (ADP) economic development staff, the request appears to be in order and warrants strong consideration by the council. As businesses maneuver through today's economy, we need to work diligently to ensure that we continue to provide a pro-business operating environment for existing businesses and those we are trying to recruit.

Resinall has applied for a 10 year ad valorem tax exemption for additions of machinery and equipment. The company currently employs 132 people with an annual payroll of about \$7,236,000. The value of the machinery and equipment totaled \$1,714,161.15. Again, we are in favor of this exemption and certainly appreciate your consideration.

**RESOLUTION OF THE CITY COUNCIL OF
HATTIESBURG, MISSISSIPPI
GRANTING EXEMPTION FROM AD VALOREM TAXES**

The City Council next took up for consideration the matter of the application of Resinall Mississippi, Inc. for exemption from Ad Valorem taxes; and the following Resolution, having first been reduced to writing, was introduced:

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG,
MISSISSIPPI, GRANTING EXEMPTION FROM AD VALOREM TAXES
TO RESINALL MISSISSIPPI, INC. AS AUTHORIZED BY
SECTION 27-31-105 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED.**

WHEREAS, Resinall Mississippi, Inc., on May 14, 2013, filed in triplicate with this Council its Application for Tax Benefits; and

WHEREAS, Resinall Mississippi, Inc. has produced written verification and documentation to this Council as to the authenticity and correctness of its Application in regards to the true value of the additions or expansions prayed to be exempted, the completion date of the additions and expansions, and that the additions and expansions described in its Application do not constitute renovations or replacements of realty or personality in whole or in part; and

WHEREAS, this Council finds that the property described in the said Application constitutes additions and expansions of an industrial enterprise of public utility which were in service or completed on the respective dates as shown on Exhibit "A" to the Application filed with this Council (a copy of Exhibit "A" is attached to this Resolution and incorporated by reference); and that Resinall Mississippi is entitled to the exemption sought for a period of ten (10) years, all subject to approval and certification by the Mississippi Department of Revenue.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hattiesburg, Mississippi, as follows:

Section 1. That the application for Ad Valorem Tax Exemption by Resinall Mississippi, Inc. for a consecutive period of ten (10) years from December 31, 2012 through December 31, 2022, as allowed by Section 27-31-105, Mississippi Code of 1972 as amended, and as shown and described in Exhibit "A", be and the same is hereby approved, subject to approval and certification by the Mississippi Department of Revenue.

Section 2. That Resinall Mississippi, Inc is hereby granted tax exemption on ad valorem taxes, except state and school district ad valorem taxation with respect to the personal property listed on Exhibit "A" for a period of ten (10) years, commencing on the December 31, 2012 and ending on December 31, 2022 with a total true value of \$1,714,161.15, or the amount approved by Mississippi Department of Revenue.

Section 3. That the Clerk of this Council be, and is hereby directed to spread a copy of this Resolution on the minutes of the City Council; and that the City Clerk shall forward the original and one certified copy of the Application, and the original and one certified copy of the transcript of this Resolution approving said Application and granting the relief prayed for therein to the Mississippi Department of Revenue for its approval and certification; after receipt of certification

from the Mississippi Department of Revenue a Final Order of the Council granting the exemption shall be spread upon the minutes and a certified copy of the Order and Application shall be filed with the Mississippi Department of Revenue and with the State Auditor's Office; and the Clerk of this Council shall also forward one certified copy of the said Application and of the Final Order granting the exemption to the Tax Assessor of Forrest County and receive the Certificate of said Tax Assessor stating that both the real and personal property as set forth in Exhibit "A" has been placed on the appropriate tax roll as "Non-taxable", except for state and school district ad valorem taxes for the duration of the exemption periods only.

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

YEAS: Bradley
Carroll
Dryden
Naylor

NAYS: None ABSENT: Delgado

The President thereby declared the motion carried and the Resolution adopted, this the 6th day of August, 2013.

(S E A L)

ATTEST:

Debra H. Burdick

CLERK OF COUNCIL

ADOPTED:

Tim Brault
PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 6th day of August, 2013.

ATTEST:

John P. Morgan
CITY CLERK

APPROVED:

James Schuch
MAYOR



City of Hattiesburg, MS

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

Master

File Number: 2013-0452

File ID: 2013-0452

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 07/29/2013

Brief Title: Adopt resolution granting tax exemption to Kohler Co.

Final Action: 08/06/2013

Minute Book Number: MB2013-217

Title:

Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes, to The Kohler Company, for a period not to exceed ten (10) years, commencing on December 31, 2012 and ending December 31, 2022 with a true total value of \$13,287,054.51 or the amount approved by the Mississippi Department of Revenue.

Notes:

Sponsors:

Enactment Date:

Attachments: Letter-Kohler-ADP, Application Kohler, Kohler-Resolution, executed Kohler- Resolution RES2013-72

Enactment Number:

Contact:

Meeting Date:

Drafter: Kermas Eaton

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/06/2013	Adopt				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes, to The Kohler Company, for a period not to exceed ten (10) years, commencing on December 31,2012 and ending December 31, 2022 with a true total value of \$13,287,054.51 or the amount approved by the Mississippi Department of Revenue.

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

Yeas: 4 - Bradley, Carroll, Dryden and Naylor

Nays: 0

Absent: 1 - Delgado

Yea: 4 Council Member Bradley
 Council Member Carroll
 Council Member Dryden
 Council Member Naylor

TEL-No Vote: 0

Text of Legislative File 2013-0452

Title

Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes, to The Kohler Company, for a period not to exceed ten (10) years, commencing on December 31,2012 and ending December 31, 2022 with a true total value of \$13,287,054.51 or the amount approved by the Mississippi Department of Revenue.

Summary

Adopt a resolution granting tax exemption to Kohler Co.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MEMORANDUM

TO: City Council, City of Hattiesburg
DATE: July 18, 2013
FROM: Chad Newell *C.N.*
RE: Kohler Company

We greatly appreciate the opportunity to review the ad valorem tax exemption application for Kohler Company, located at 182 Merle Tatum Drive, Hattiesburg, MS. Upon further review by the Area Development Partnership (ADP) economic development staff, the request appears to be in order and warrants strong consideration by the council. As businesses maneuver through today's economy, we need to work diligently to ensure that we continue to provide a pro-business operating environment for existing businesses and those we are trying to recruit.

Kohler has applied for a 10 year ad valorem tax exemption for raw materials and work in process, and equipment additions of machinery and equipment completed during 2012. The total value of the exemption request is \$13,287,054.51. Kohler currently employs over 300 full-time employees. Again, we are in favor of these exemptions and certainly appreciate your consideration.

**APPLICATION OF KOHLER CO.
FOR EXEMPTION FROM AD VALOREM TAXES FOR
A PERIOD OF TEN YEARS AS AUTHORIZED
BY SECTION 27-31-101, et seq., OF THE
MISSISSIPPI CODE OF 1972, AS AMENDED**

TO THE MAYOR AND CITY COUNCIL OF THE CITY OF HATTIESBURG, FORREST COUNTY, MISSISSIPPI:

1. Kohler Co. ("**Kohler**") files this its application in triplicate for exemption from ad valorem taxation, and respectfully represents unto this Honorable Council as follows:

2. Applicant, Kohler, is a Wisconsin corporation, domiciled in Kohler, Wisconsin, qualified to do business in Mississippi, with manufacturing operations in the City of Hattiesburg, Forrest County, Mississippi.

3. Kohler is now operating as a small horsepower engine manufacturing industry within the City of Hattiesburg, Forrest County, Mississippi. Applicant is a bona fide manufacturing enterprise of public utility within the meaning of Section 27-31-101, et seq., and related sections of the Mississippi Code of 1972, as amended, and is eligible for the exemption granted by the above-mentioned section by specific enumeration, namely as a manufacturing enterprise which has made additions to or expansions of its facilities or properties or has replaced equipment used in connection with or necessary to the operation of its enterprise within the meaning of Section 27-31-105 of the Mississippi Code of 1972, as amended.

4. That the additions, expansions and/or replacement of equipment of the enterprise were completed during the calendar year ending December 31, 2012, within the meaning of the applicable statutes of the State of Mississippi, and, therefore, the exemption hereby claimed should commence on December 31, 2012.

FILED

MAY 30 2013

EDDIE R. MYERS, CITY CLERK
By  Deputy Clerk

5. That said exemption of the property described in "Exhibit A" should be granted for a period of ten (10) years from said date of completion.

6. That the true value of all property to be exempted is \$13,287,054.51 as shown in an itemized list attached hereto as "Exhibit A" and made a part hereof.

PRAYER

WHEREFORE, Applicant prays that this Council enter a finding that Kohler is in fact a manufacturing enterprise of public utility which has made additions to or expansions of its facilities or properties or has replaced equipment used in connection with or necessary to the operation of its enterprise, and that the additions, expansions and/or replacement of equipment were completed during the calendar year ending December 31, 2012, within the meaning of the applicable laws of Mississippi; and

That Applicant be granted an exemption from ad valorem taxation, except State and School District ad valorem taxation, as provided by law, for a period of ten (10) years beginning on the 31st day of December, 2012, and ending on the 31st day of December, 2022, upon all of the property described in "Exhibit A" attached hereto and made a part hereof, used in, or necessary to the manufacturing operations of Kohler in the City of Hattiesburg, Forrest County, Mississippi; and

That this Council approve this Application by an order or resolution spread upon its minutes, declaring that such property is exempt from all ad valorem taxation, except State and School District ad valorem taxation, for a period of ten (10) years and forward the original and three certified copies of this Application and a certified transcript of such approval to the Mississippi Department of Revenue, and, upon approval of such Application by the said Mississippi Department of Revenue and certification of its approval, enter a final order on its minutes granting the exemption herein prayed.

Respectfully submitted, this the 15th day of April, 2013.

KOHLER CO.
Applicant

By: Edward J. Devine
Name: Edward J. Devine
Title: Director of Taxation, Kohler Co.

STATE OF WISCONSIN

COUNTY OF SHEBOYGAN

Personally appeared before me, the undersigned authority, Edward J. Devine, known to me to be the Director of Taxation of Kohler Co., who being first duly sworn upon his oath says the facts stated in the foregoing Application for Exemption from Ad Valorem Taxes are true and correct.

GIVEN under my hand and seal of office, this the 15th day of April, 2013.

Linda L. Zolittel
NOTARY PUBLIC

My Commission Expires:

10/26/2014

Document prepared by:
Stephen M. Wilson
BRADLEY ARANT BOULT CUMMINGS LLP
188 E. Capitol Street, Suite 400
Jackson, MS 39201
MS Bar No. 9058

EXHIBIT A
Itemized List of Property to be Abated

See attached.

[illegible][illegible]

2012	16 BASE WS W/ MONITOR	580.88
2012	16 BASE WS W/ MONITOR	580.88
2012	16 BASE WS W/ MONITOR	580.88
2012	16 BASE WS W/ MONITOR	580.88
2012	16 BASE WS W/ MONITOR	580.88
2012	16 BASE WS W/ MONITOR	580.88
2012	16 BASE WS W/ MONITOR	580.88
2012	16 BASE WS W/ MONITOR	580.88
2012	16 BASE WS W/ MONITOR	580.88
2012	16 BASE WS W/ MONITOR	580.89
2012	4 LATITUDE E5430 LAPTOP	635.75
2012	4 LATITUDE E5430 LAPTOP	635.76
2012	4 LATITUDE E5430 LAPTOP	635.76
2012	4 LATITUDE E5430 LAPTOP	635.76
2012	48775-64536 BASE WS W/ MONITOR	664.66
2012	49058-64989 BASE WORKSTATION WITH MONITOR	664.69
2012	49058-64990 BASE WORKSTATION WITH MONITOR	664.69
2012	49058-64991 BASE WORKSTATION WITH MONITOR	664.69
2012	49058-64992 BASE WORKSTATION WITH MONITOR	664.69
2012	49058-64993 BASE WORKSTATION WITH MONITOR	664.69
2012	49058-64994 BASE WORKSTATION WITH MONITOR	664.69
2012	49058-64995 BASE WORKSTATION WITH MONITOR	664.69
2012	49058-64996 BASE WORKSTATION WITH MONITOR	664.69
2012	49058-64997 BASE WORKSTATION WITH MONITOR	665.28
2012	48760-64516 LATITUDE E5430 LAPTOP	843.22
TOTAL COMPUTER EQUIPMENT		51,707.87
MACHINERY & EQUIPMENT		
2012	RING GEAR INDUCTION HEATING/ASSEMBLY	10,087.22
2012	(20) Additional Assembly Build Pallets	11,237.37
2012	(50) Assembly Build Pallets	26,000.00
2012	RTV - FIXTURE	74,210.18
2012	RTV - APPLICATOR	120,785.70
2012	LEAKMASTER 600PD LEAK TESTER-HATTIESBURG	892.38
2012	TORQUE TO TURN MACHINE	1,039.17
2012	HATTIESBURG MAINTENANCE BAND SAW	5,500.99
2012	Signature analysis pod unit	12,956.16
2012	REBUILD GARDNER DENVER 250HP AIR COMPRES	19,993.45
2012	MECHANICAL CONVEYOR REPLACEMENT	48,552.76
2012	MAGNET BLOCKS & INSTALLATION LABOR	23,385.60
2012	GORBEL ENGINE LIFT CRANE - 502811	14,109.61
2012	HOIST FOR HATTIESBURG WAREHOUSE	2,757.05
TOTAL MACHINERY & EQUIPMENT		371,507.64
MACHINE TOOLING		
2012	Balance Weight Linkage Tooling - 20 186	37,698.00
TOTAL MACHINE TOOLING		37,698.00
INVENTORY		
Raw Materials		6,054,073.00
Work-in-Process		6,772,068.00
TOTAL INVENTORY		12,826,141.00
GRAND TOTAL		13,287,054.51

**RESOLUTION OF THE CITY COUNCIL OF
HATTIESBURG, MISSISSIPPI
GRANTING EXEMPTION FROM AD VALOREM TAXES**

The City Council next took up for consideration the matter of the application of Kohler Co for exemption from Ad Valorem taxes; and the following Resolution, having first been reduced to writing, was introduced:

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG,
MISSISSIPPI, GRANTING EXEMPTION FROM AD VALOREM TAXES
TO KOHLER CO. AS AUTHORIZED BY
SECTION 27-31-105 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED.**

WHEREAS, Kohler Co., on May 30, 2013, filed in triplicate with this Council its Application for Tax Benefits; and

WHEREAS, Kohler Co. has produced written verification and documentation to this Council as to the authenticity and correctness of its Application in regards to the true value of the additions or expansions prayed to be exempted, the completion date of the additions and expansions, and that the additions and expansions described in its Application do not constitute renovations or replacements of realty or personality in whole or in part; and

WHEREAS, this Council finds that the property described in the said Application constitutes additions and expansions of an industrial enterprise of public utility which were in service or completed on the respective dates as shown on Exhibit "A" to the Application filed with this Council (a copy of Exhibit "A" is attached to this Resolution and incorporated by reference); and that Kohler Co is entitled to the exemption sought for a period of ten (10) years, all subject to approval and certification by the Mississippi Department of Revenue.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hattiesburg, Mississippi, as follows:

Section 1. That the application for Ad Valorem Tax Exemption by Kohler Co for a consecutive period of ten (10) years from December 2012 through December 31, 2022, as allowed by Section 27-31-105, Mississippi Code of 1972 as amended, and as shown and described in Exhibit "A", be and the same is hereby approved, subject to approval and certification by the Mississippi Department of Revenue.

Section 2. That Kohler Co is hereby granted tax exemption on ad valorem taxes, except state and school district ad valorem taxation with respect to the personal property listed on Exhibit "A" for a period of ten (10) years, commencing on the December 31, 2012 and ending on December 31, 2022 with a total true value of \$13,287,054.51 or the amount approved by Mississippi Department of Revenue.

Section 3. That the Clerk of this Council be, and is hereby directed to spread a copy of this Resolution on the minutes of the City Council; and that the City Clerk shall forward the original and one certified copy of the Application, and the original and one certified copy of the transcript of this Resolution approving said Application and granting the relief prayed for therein to the Mississippi Department of Revenue for its approval and certification; after receipt of certification

from the Mississippi Department of Revenue a Final Order of the Council granting the exemption shall be spread upon the minutes and a certified copy of the Order and Application shall be filed with the Mississippi Department of Revenue and with the State Auditor's Office; and the Clerk of this Council shall also forward one certified copy of the said Application and of the Final Order granting the exemption to the Tax Assessor of Forrest County and receive the Certificate of said Tax Assessor stating that both the real and personal property as set forth in Exhibit "A" has been placed on the appropriate tax roll as "Non-taxable", except for state and school district ad valorem taxes for the duration of the exemption periods only.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 6th day of August, 2013.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 6th day of August, 2013.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

**RESOLUTION OF THE CITY COUNCIL OF
HATTIESBURG, MISSISSIPPI
GRANTING EXEMPTION FROM AD VALOREM TAXES**

The City Council next took up for consideration the matter of the application of Kohler Co for exemption from Ad Valorem taxes; and the following Resolution, having first been reduced to writing, was introduced:

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG,
MISSISSIPPI, GRANTING EXEMPTION FROM AD VALOREM TAXES
TO KOHLER CO. AS AUTHORIZED BY
SECTION 27-31-105 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED.**

WHEREAS, Kohler Co., on May 30, 2013, filed in triplicate with this Council its Application for Tax Benefits; and

WHEREAS, Kohler Co. has produced written verification and documentation to this Council as to the authenticity and correctness of its Application in regards to the true value of the additions or expansions prayed to be exempted, the completion date of the additions and expansions, and that the additions and expansions described in its Application do not constitute renovations or replacements of realty or personality in whole or in part; and

WHEREAS, this Council finds that the property described in the said Application constitutes additions and expansions of an industrial enterprise of public utility which were in service or completed on the respective dates as shown on Exhibit "A" to the Application filed with this Council (a copy of Exhibit "A" is attached to this Resolution and incorporated by reference); and that Kohler Co is entitled to the exemption sought for a period of ten (10) years, all subject to approval and certification by the Mississippi Department of Revenue.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hattiesburg, Mississippi, as follows:

Section 1. That the application for Ad Valorem Tax Exemption by Kohler Co for a consecutive period of ten (10) years from December 2012 through December 31, 2022, as allowed by Section 27-31-105, Mississippi Code of 1972 as amended, and as shown and described in Exhibit "A", be and the same is hereby approved, subject to approval and certification by the Mississippi Department of Revenue.

Section 2. That Kohler Co is hereby granted tax exemption on ad valorem taxes, except state and school district ad valorem taxation with respect to the personal property listed on Exhibit "A" for a period of ten (10) years, commencing on the December 31, 2012 and ending on December 31, 2022 with a total true value of \$13,287,054.51 or the amount approved by Mississippi Department of Revenue.

Section 3. That the Clerk of this Council be, and is hereby directed to spread a copy of this Resolution on the minutes of the City Council; and that the City Clerk shall forward the original and one certified copy of the Application, and the original and one certified copy of the transcript of this Resolution approving said Application and granting the relief prayed for therein to the Mississippi Department of Revenue for its approval and certification; after receipt of certification

from the Mississippi Department of Revenue a Final Order of the Council granting the exemption shall be spread upon the minutes and a certified copy of the Order and Application shall be filed with the Mississippi Department of Revenue and with the State Auditor's Office; and the Clerk of this Council shall also forward one certified copy of the said Application and of the Final Order granting the exemption to the Tax Assessor of Forrest County and receive the Certificate of said Tax Assessor stating that both the real and personal property as set forth in Exhibit "A" has been placed on the appropriate tax roll as "Non-taxable", except for state and school district ad valorem taxes for the duration of the exemption periods only.

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

YEAS: Bradley
Carroll
Dryden
Naylor

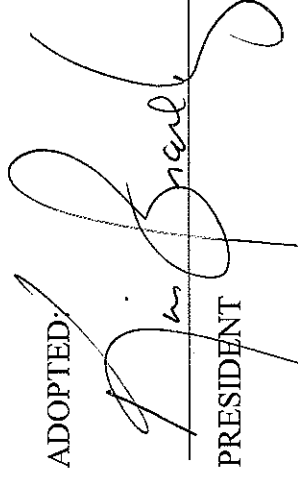
NAYS: None ABSENT: Delgado

The President thereby declared the motion carried and the Resolution adopted, this the 6th day of August, 2013.
(S E A L)

ATTEST:

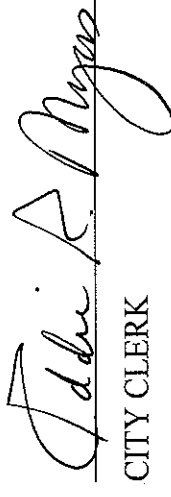

CLERK OF COUNCIL

ADOPTED:

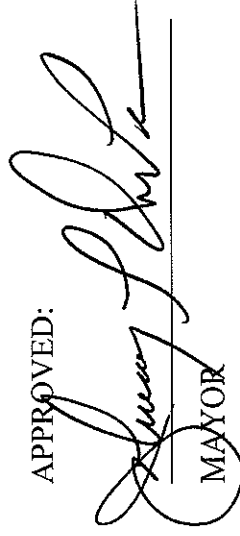

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 6th day of August, 2013.

ATTEST:


CITY CLERK

APPROVED:


MAYOR



City of Hattiesburg, MS

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

Master

File Number: 2013-0476

File ID: 2013-0476

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 08/01/2013

Brief Title: Resolution ratifying and approving previous real and personal property transactions by the Forrest County Industrial Park Commission

Final Action: 08/06/2013

Minute Book Number: MB2013-218

Title:

Adopt a Resolution ratifying and approving previous real and personal property transactions by the Forrest County Industrial Park Commission.

Notes:

Sponsors:

Enactment Date:

Attachments: Letter from Michael Shemper - FCIPC, Resolution - Forrest county Industrial Park Commission, executed Resolution - Forrest county Industrial Park Commission RES2013-73

Enactment Number:

Contact:

Meeting Date: 08/06/2013

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/06/2013	Adopt				Pass

Action Text: A MOTION was made by Council Member Naylor and seconded by Council Member Carroll to Adopt a Resolution ratifying and approving previous real and personal property transactions by the Forrest County Industrial Park Commission.

Council member Carroll asked Mr. Newell if this is to ratify and approve all transactions from the beginning of the Industrial Park until now, with [future] sales to be ratified and approved as they occur; Mr. Newell replied in the affirmative.

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

Yeas: 4 - Bradley, Carroll, Dryden and Naylor

Nays: 0

Absent: 1 - Delgado

Yea: 4 Council Member Bradley
 Council Member Carroll
 Council Member Dryden
 Council Member Naylor

TEL-No Vote: 0

Text of Legislative File 2013-0476

Title

Adopt a Resolution ratifying and approving previous real and personal property transactions by the Forrest County Industrial Park Commission.

Summary

Resolution ratifying and approving previous real and personal property transactions by the Forrest County Industrial Park Commission

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MICHAEL J. SEMPUR, PLLC

ATTORNEY AT LAW

119 HARDY STREET

HATTIESBURG, MISSISSIPPI

www.shemperlaw.com

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HATTIESBURG, MS 39403-1727

TELEPHONE

(601) 545-7787

FAX

(601) 545-1711

EMAIL mjshemper@megagate.com

July 10, 2013

Hon. Charles E. Lawrence, Jr.
Attorney at Law
Post Office Box 1624
Hattiesburg, MS 39403-1624

Mr. Eddie Myers
Clerk, City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898

***Re: Forrest County Industrial Park Commission;
City of Hattiesburg Resolution for Ratification***

Dear Gentlemen:

As you know, I am general counsel for the Forrest County Industrial Park Commission (FCIPC). On May 14, 2013, I forwarded an email along with a draft of a proposed "City of Hattiesburg, Mississippi's Resolution for Ratification and Approval of Real and Personal Property Transactions by the Forrest County Industrial Park Commission," a copy of which is enclosed herein, to Charles requesting that he submit to the city council at his earliest convenience. This request was also submitted with an almost identical resolution to David Miller, counsel for the Forrest County Board of Supervisors. The board of supervisors made some minor revisions and passed its resolution on May 23, 2013, and I have enclosed a copy of the "Forrest County Fact Sheet and Board Order" reflecting the same.

On behalf of the FCIPC, I reiterate my request that the same resolution be presented for approval by the city council. The final version approved by the county is acceptable if the city would simply substitute itself where applicable. Once this has been placed on the council's agenda and approved, I would respectfully ask that a copy be forwarded to me and Chad Newell, ADP President.

Please do not hesitate to contact me should you have any further questions or concerns. As always, your cooperation is greatly appreciated.

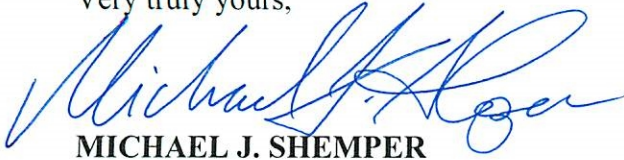
With best personal regards, I am

July 10, 2013

Page 2 of 2

*Forrest County Industrial Park Commission;
City of Hattiesburg Resolution for Ratification*

Very truly yours,



MICHAEL J. SEMP

MJS/ama

Enclosures (3)

cc: Mr. James K. Dukes, FCIPC Chairman (via email only; w/out encl.)
Mr. Chad Newell, ADP President (via email only; w/out encl.)

RESOLUTION

RESOLUTION RATIFYING AND APPROVING PREVIOUS REAL AND PERSONAL PROPERTY TRANSACTIONS BY THE FORREST COUNTY INDUSTRIAL PARK COMMISSION

WHEREAS, this day the City Council of the City of Hattiesburg, Mississippi, has addressed the issue of ratifying and approving all previous real and personal property sales, transfers, conveyances, leases, purchases, acquisitions, and any and all contracts, documents, deeds and/or other instruments perfecting the same as performed and conducted by and through the authority of the Forrest County Industrial Park Commission (“the Commission”); and

WHEREAS, the Commission, which is created pursuant to Mississippi Local and Private Legislation, is comprised of five (5) members appointed by the Mayor of the City of Hattiesburg and ratified by the Hattiesburg City Council, and five (5) members appointed by the Forrest County Board of Supervisors, may receive and expend monies provided by and through the city and county political subdivisions; and

WHEREAS, the Commission, by and through the authority of its membership, has historically and routinely bought, sold, transferred, leased, conveyed and otherwise acquired or dispensed of real and personal property to the enhancement of the Forrest County Industrial Park and those businesses residing and operating within the park for the public benefit including, but not limited to, jobs creation, tax revenue, infrastructure development, etc.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Hattiesburg, Mississippi, hereby ratifies, approves and authorizes all previous real and personal property sales, transfers, conveyances, leases, purchases, acquisitions, and any and all contracts, documents, deeds and/or other instruments perfecting the same as performed and conducted by and through the authority of the Forrest County Industrial Park commission.

That public interest and necessity requiring same, this Resolution shall become effective upon passage.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 6th day of August, 2013.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 6th day of August, 2013.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

RESOLUTION

RESOLUTION RATIFYING AND APPROVING PREVIOUS REAL AND PERSONAL PROPERTY TRANSACTIONS BY THE FORREST COUNTY INDUSTRIAL PARK COMMISSION

WHEREAS, this day the City Council of the City of Hattiesburg, Mississippi, has addressed the issue of ratifying and approving all previous real and personal property sales, transfers, conveyances, leases, purchases, acquisitions, and any and all contracts, documents, deeds and/or other instruments perfecting the same as performed and conducted by and through the authority of the Forrest County Industrial Park Commission ("the Commission"); and

WHEREAS, the Commission, which is created pursuant to Mississippi Local and Private Legislation, is comprised of five (5) members appointed by the Mayor of the City of Hattiesburg and ratified by the Hattiesburg City Council, and five (5) members appointed by the Forrest County Board of Supervisors, may receive and expend monies provided by and through the city and county political subdivisions; and

WHEREAS, the Commission, by and through the authority of its membership, has historically and routinely bought, sold, transferred, leased, conveyed and otherwise acquired or dispensed of real and personal property to the enhancement of the Forrest County Industrial Park and those businesses residing and operating within the park for the public benefit including, but not limited to, jobs creation, tax revenue, infrastructure development, etc.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Hattiesburg, Mississippi, hereby ratifies, approves and authorizes all previous real and personal property sales, transfers, conveyances, leases, purchases, acquisitions, and any and all contracts, documents, deeds and/or other instruments perfecting the same as performed and conducted by and through the authority of the Forrest County Industrial Park commission.

That public interest and necessity requiring same, this Resolution shall become effective upon passage.

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

YEAS: Bradley
Carroll
Dryden
Naylor

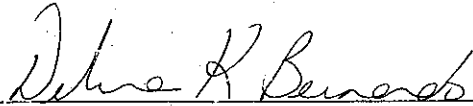
NAYS: None

ABSENT: Delgado

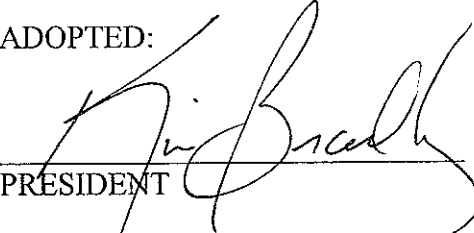
The President thereby declared the motion carried and the Resolution adopted, this the 6th day of August, 2013.

(SEAL)

ATTEST:

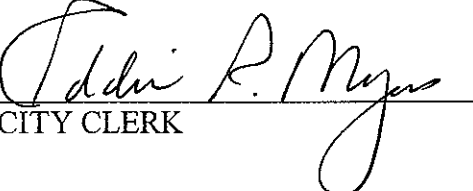

CLERK OF COUNCIL

ADOPTED:

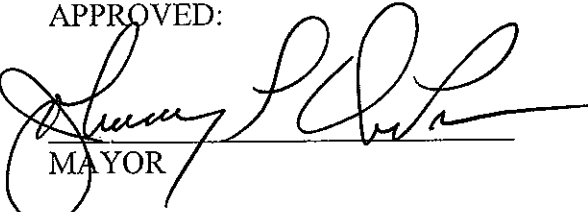

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 6th day of August, 2013.

ATTEST:


CITY CLERK

APPROVED:


MAYOR



City of Hattiesburg, MS

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

Master

File Number: 2013-0462

File ID: 2013-0462

Type: Regular Agenda Item

Status: Approved

Version: 2

Reference:

In Control: City Council

File Created: 07/30/2013

Brief Title: Approve Supplemental Agreement No. 2 with Dunn Roadbuilders for Hardy St. Widening Project; Authorize Mayor to execute same.

Final Action: 08/06/2013

Minute Book Number: MB2013-218

Title:

Approve change order entitled Supplemental Agreement No. 2 with Dunn Roadbuilders for the Hardy Street Widening project to make changes to the school warning mast arm, fill abandoned concrete pipe with flowable fill material, and extend term of contract to allow for completion of change items; Authorize Mayor to sign five (5) originals of said agreement.

Notes: 072201.7230.52

Sponsors:

Enactment Date:

Attachments: Dunn Supplemental Agreement No 2, Dunn Supplemental Agreement No 2 cover letter, executed Dunn Supplemental Agreement No 2

Enactment Number:

Contact:

Meeting Date: 08/06/2013

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 - Amendments to the Agenda	08/06/2013					
2	City Council	08/06/2013	Approve and Authorize				Pass

Action Text: A MOTION was made by Council Member Naylor and seconded by Council Member Carroll to Approve change order entitled Supplemental Agreement No. 2 with Dunn Roadbuilders for the Hardy Street Widening project to make changes to the school warning mast arm, fill abandoned concrete pipe with flowable fill material, and extend term of contract to allow for completion of change items; Authorize Mayor to sign five (5) originals of said agreement.

Council President Bradley asked Mr. Kuyrkendall for the completion date; Mr. Kuyrkendall stated that it is mid-September.

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

Yeas: 4 - Bradley, Carroll, Dryden and Naylor

Nays: 0

Absent: 1 - Delgado

Yea: 4 Council Member Bradley
 Council Member Carroll
 Council Member Dryden
 Council Member Naylor

TEL-No Vote: 0

Text of Legislative File 2013-0462

Title

Approve change order entitled Supplemental Agreement No. 2 with Dunn Roadbuilders for the Hardy Street Widening project to make changes to the school warning mast arm, fill abandoned concrete pipe with flowable fill material, and extend term of contract to allow for completion of change items; Authorize Mayor to sign five (5) originals of said agreement.

Summary

Approve change order with Dunn Roadbuilders for the Hardy Street Widening project; Authorize Mayor to execute.

Budget Information

072201.7230.52

Expenditure Type

Regular Budget Item

Purchasing Item

Publication Information

**CITY OF HATTIESBURG
SUPPLEMENTAL AGREEMENT NO. 2**

WHEREAS, WE, Dunn Roadbuilders, LLC, Contractors, and Federal Insurance Co. Surety, entered into a contract with the City of Hattiesburg, LPA, on the 16 day of October, 2012, for the construction of Federal Aid Project No. HPP-6098-00(007) / LPA105194-801000, Forrest, County; and

WHEREAS: The project provides for widening of Hardy Street between U.S. Hwy. 49 and 21st Ave.

WHEREAS: The original plans called for a 24' arm on the mast arm school warning crossing under pay item 907-639-A0045. There is a conflict with the proposed foundation of said mast arm with an existing fiber optic duct bank. The most feasible solution is to relocate the foundation to the south in an effort to avoid the existing duct bank. The revised extension arm shall be 38' in length and paid for under item 907-639-A0200 for a price of \$11,840.18 each. Fabrication of the mast arm is concurrent with other operations of the contract.

WHEREAS: The LPA planned to use an existing concrete pipe for drainage relief on the project. The existing concrete pipe was found to be deteriorated enough to jeopardize the structural integrity of the pipe. The LPA elected to install corrugated plastic pipe (CPP) under existing pay items to replace the concrete pipe. The abandoned concrete pipe shall be left in place and filled with flowable fill under pay item 907-631-A001 for the unit price of \$125.00 per cubic yard.

WHEREAS: The character of the work for the installation of the corrugated plastic pipe requires more time than allowed under section 108.06.

WHEREAS: The revised completion date per Supplemental Agreement #1 March 31, 2013.

WHEREAS: The LPA issued a stop work order for seven (7) days as a result of the tornado on February 10, 2013.

NOW, THEREFORE, It is mutually agreed by all parties the Contractors shall complete the aforementioned work under pay item:

Pay Item	Description	Unit	Quantity	Unit Price	Extension
907-639-A0200	Traffic Signal Equipment Pole, Type Special Design, 21' Shaft & 38' Arm	Each	1	\$11,840.18	\$11,840.18
907-631-A001	Flowable Fill, Excavatable	Cubic Yard	20	\$125.00	\$2,500.00

**CITY OF HATTIESBURG
SUPPLEMENTAL AGREEMENT NO. 2**

It is mutually agreed that the addition of sixteen (16) calendar days is necessary for the completion of the extra work required for the installation of the corrugated plastic pipe plus the addition of seven (7) days as a result of the stop work notice due to the tornado on February 10, 2013 result in the revised completion date for the project would therefore be April 23, 2013.

This agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein.

This Supplemental Agreement has been discussed with District Six, Stringfellow and Seyfarth; and Construction Division, Grondin.

**CITY OF HATTIESBURG
SUPPLEMENTAL AGREEMENT NO. 2**

NOW, THEREFORE, WE, Dunn Roadbuilders, LLC, Contractors, and Federal Insurance Company, Surety, hereby agree to said Supplemental Agreement consisting of the above mentioned items and agree that this Supplemental Agreement is hereby made a part of the original contract to be performed under the specifications thereof, and that the original contract is in full force and effect, except insofar as it might be modified by this Supplemental Agreement.

Dated, this 10th day of July, 2013

Federal Insurance Company

Surety

By:

Angie M. Strickland
Angie M. Strickland, Attorney in Fact

Dunn Roadbuilders, LLC

Contractor

By:

Clifton L. Belknap

Recommendation for Approval:

[Signature]

LPA Project Engineer/Architect

7/17/13

Date

MDOT

Date

Approved: _____, 20____

LPA OFFICIAL

{*Concurrence only for Supplemental Agreements adding a "stand-alone time extension or exceeding \$100,000}
{*Concurrence only for Supplemental Agreements adding funds to an MPO project}

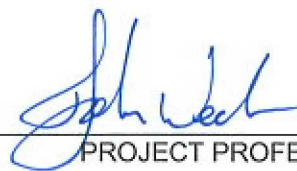
**CITY OF HATTIESBURG
SUPPLEMENTAL AGREEMENT NO. 2
SUPPLEMENTAL SHEET**

PROJECT NO.: HPP-6098-00(007) LPA 105194-801000

DETAIL EXPLANATION OF NECESSITY OF TIME EXTENSION:

It is mutually agreed that the addition of sixteen (16) calendar days for the installation of the corrugated plastic pipe in addition to the seven (7) calendar days as a result of the stop work notice will result in a revised completion date of April 23, 2013. It is further mutually agreed that the above stated time allowance and unit prices shall be full and final compensation for time, labor, materials, traffic control, equipment and incidentals used in the completing the work addressed herein.

Delay Type	Description	Calendar Days Added	Cumulative Additional Days
Additional Work	Corrugated Plastic Pipe	16	16
Stop Work	Tornado - Feb. 10	7	23
	Total		23



PROJECT PROFESSIONAL

LPA OFFICIAL

**CITY OF HATTIESBURG
SUPPLEMENTAL AGREEMENT NO. 2
SUPPLEMENTAL SHEET**

PROJECT NO.: HPP-6098-00(007) LPA 105194-801000

DETAILED ANALYSIS OF UNIT PRICES:

<u>Change of Pole and Arm design Due to Utility Conflicts</u>						
	Cost	Tax	Bond	Overhead	Markup	Total
Labor	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Material	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Sub	\$9,745.00	\$341.08	\$97.45	\$682.15	\$974.50	\$11,840.18
						\$11,840.18


CONTRACTOR



Engineering Progress

July 17, 2013

City of Hattiesburg
ATTN: Mr. Bert Kuyrkendall
P. O. Box 1898
Hattiesburg, MS 39403-1898

RE: Widening of Hardy Street
Between U.S. 49 and 21st Avenue
HPP-6098-00(007)LPA / 105194-801000

Dear Mr. Kuyrkendall:

Enclosed please find five (5) copies of Supplemental Agreement No. 2 for the above referenced project. Please have the Mayor execute all five copies and then return all to our office for further processing.

Please do not hesitate to call should you have questions or comments.

Sincerely,

A handwritten signature in blue ink, appearing to read 'John T. Weeks'.

John T. Weeks, P.E.
Project Engineer

/rs

Enclosure(s)

**CITY OF HATTIESBURG
SUPPLEMENTAL AGREEMENT NO. 2**

WHEREAS, WE, Dunn Roadbuilders, LLC, Contractors, and Federal Insurance Co. Surety, entered into a contract with the City of Hattiesburg, LPA, on the 16 day of October, 2012, for the construction of Federal Aid Project No. HPP-6098-00(007) / LPA105194-801000, Forrest, County; and

WHEREAS: The project provides for widening of Hardy Street between U.S. Hwy. 49 and 21st Ave.

WHEREAS: The original plans called for a 24' arm on the mast arm school warning crossing under pay item 907-639-A0045. There is a conflict with the proposed foundation of said mast arm with an existing fiber optic duct bank. The most feasible solution is to relocate the foundation to the south in an effort to avoid the existing duct bank. The revised extension arm shall be 38' in length and paid for under item 907-639-A0200 for a price of \$11,840.18 each. Fabrication of the mast arm is concurrent with other operations of the contract.

WHEREAS: The LPA planned to use an existing concrete pipe for drainage relief on the project. The existing concrete pipe was found to be deteriorated enough to jeopardize the structural integrity of the pipe. The LPA elected to install corrugated plastic pipe (CPP) under existing pay items to replace the concrete pipe. The abandoned concrete pipe shall be left in place and filled with flowable fill under pay item 907-631-A001 for the unit price of \$125.00 per cubic yard.

WHEREAS: The character of the work for the installation of the corrugated plastic pipe requires more time than allowed under section 108.06.

WHEREAS: The revised completion date per Supplemental Agreement #1 March 31, 2013.

WHEREAS: The LPA issued a stop work order for seven (7) days as a result of the tornado on February 10, 2013.

NOW, THEREFORE, It is mutually agreed by all parties the Contractors shall complete the aforementioned work under pay item:

Pay Item	Description	Unit	Quantity	Unit Price	Extension
907-639-A0200	Traffic Signal Equipment Pole, Type Special Design, 21' Shaft & 38' Arm	Each	1	\$11,840.18	\$11,840.18
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**CITY OF HATTIESBURG
SUPPLEMENTAL AGREEMENT NO. 2**

It is mutually agreed that the addition of sixteen (16) calendar days is necessary for the completion of the extra work required for the installation of the corrugated plastic pipe plus the addition of seven (7) days as a result of the stop work notice due to the tornado on February 10, 2013 result in the revised completion date for the project would therefore be April 23, 2013.

This agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein.

This Supplemental Agreement has been discussed with District Six, Stringfellow and Seyfarth; and Construction Division, Grondin.

**CITY OF HATTIESBURG
SUPPLEMENTAL AGREEMENT NO. 2**

NOW, THEREFORE, WE, Dunn Roadbuilders, LLC, Contractors, and Federal Insurance Company, Surety, hereby agree to said Supplemental Agreement consisting of the above mentioned items and agree that this Supplemental Agreement is hereby made a part of the original contract to be performed under the specifications thereof, and that the original contract is in full force and effect, except insofar as it might be modified by this Supplemental Agreement.

Dated, this 10th day of July, 2013

Federal Insurance Company

Surety

By:

Angie M. Strickland
Angie M. Strickland, Attorney in Fact

Dunn Roadbuilders, LLC

Contractor

By:

Chad L. Belknap

Recommendation for Approval:

[Signature] 7/17/13
LPA Project Engineer/Architect Date

MDOT

Date

[Signature]
LPA OFFICIAL

Approved: August 6, 2013

{*Concurrence only for Supplemental Agreements adding a "stand-alone time extension or exceeding \$100,000}
{*Concurrence only for Supplemental Agreements adding funds to an MPO project}

CITY OF HATTIESBURG
SUPPLEMENTAL AGREEMENT NO. 2
SUPPLEMENTAL SHEET

PROJECT NO.: HPP-6098-00(007) LPA 105194-801000

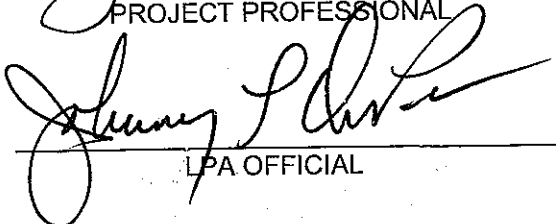
DETAIL EXPLANATION OF NECESSITY OF TIME EXTENSION:

It is mutually agreed that the addition of sixteen (16) calendar days for the installation of the corrugated plastic pipe in addition to the seven (7) calendar days as a result of the stop work notice will result in a revised completion date of April 23, 2013. It is further mutually agreed that the above stated time allowance and unit prices shall be full and final compensation for time, labor, materials, traffic control, equipment and incidentals used in the completing the work addressed herein.

Delay Type	Description	Calendar Days Added	Cumulative Additional Days
Additional Work	Corrugated Plastic Pipe	16	16
Stop Work	Tornado - Feb. 10	7	23
	Total		23



PROJECT PROFESSIONAL



LPA OFFICIAL

**CITY OF HATTIESBURG
SUPPLEMENTAL AGREEMENT NO. 2
SUPPLEMENTAL SHEET**

PROJECT NO.: HPP-6098-00(007) LPA 105194-801000

DETAILED ANALYSIS OF UNIT PRICES:

<u>Change of Pole and Arm design Due to Utility Conflicts</u>						
	Cost	Tax	Bond	Overhead	Markup	Total
Labor	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Material	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Sub	\$9,745.00	\$341.08	\$97.45	\$682.15	\$974.50	\$11,840.18
						\$11,840.18


CONTRACTOR



City of Hattiesburg, MS

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

Master

File Number: 2013-0464

File ID: 2013-0464

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

File Created: 07/30/2013

Brief Title: Approve Addendum No. 3 to the Midtown Preliminary Engineering Design Contract with HRG.

Final Action: 08/06/2013

Minute Book Number: MB2013-218-219

Title:

Approve Addendum No. 3 to the Midtown Preliminary Engineering Design Contract with Hattiesburg Resource Group, LLC. (HRG) for additional services and for conducting a charrette; Authorize Mayor to execute same.

Notes:

Sponsors:

Enactment Date:

Attachments: Midtown Addendum No. 3, executed Midtown Addendum No. 3

Enactment Number:

Contact:

Meeting Date: 08/06/2013

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	08/06/2013	Approve and Authorize				Pass
Action Text: A MOTION was made by Council Member Naylor and seconded by Council Member Carroll to Approve Addendum No. 3 to the Midtown Preliminary Engineering Design Contract with Hattiesburg Resource Group, LLC. (HRG) for additional services and for conducting a charrette; Authorize Mayor to execute same.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 4 - Bradley, Carroll, Dryden and Naylor							
Nays: 0							
Absent: 1 - Delgado							

Yea: 4 Council Member Bradley
Council Member Carroll
Council Member Dryden
Council Member Naylor

TEL-No Vote: 0

Text of Legislative File 2013-0464

Title

Approve Addendum No. 3 to the Midtown Preliminary Engineering Design Contract with Hattiesburg Resource Group, LLC. (HRG) for additional services and for conducting a charrette; Authorize Mayor to execute same.

Summary

Approve Addendum No. 3 to the Midtown Preliminary Engineering Design Contract with Hattiesburg Resource Group, LLC. (HRG) for additional services and for conducting a charrette; Authorize Mayor to execute same.

Budget Information

072201.6015

Expenditure Type

Regular Budget item

Purchasing Item

Contract

Publication Information

July 24, 2013

Mayor Johnny DuPree, PhD
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898

RE: HATTIESBURG RESOURCE GROUP, LLC
MIDTOWN PRELIMINARY ENGINEERING DESIGN
ADDENDUM NO. 3

Dear Mayor DuPree:

Hattiesburg Resource Group, LLC (HRG) is pleased to provide professional services to assist the City of Hattiesburg for the preliminary engineering design of the MIDTOWN project.

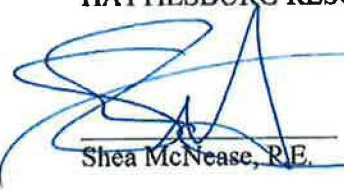
Our services for ADDENDUM NO. 3 will be performed, as described on the attached Scope of Work (Exhibit "A"), for the additional services requested on N. 31st Avenue, between Hardy Street and Pearl Avenue including USM input and conducting the mini charrette.

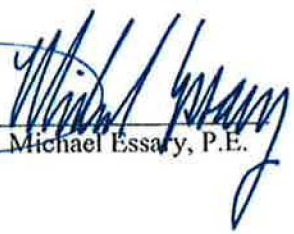
Compensation for ADDENDUM NO. 3 will be performed on an hourly basis with a not-to-exceed fee of \$12,018.00.

Please indicate your acceptance of this Agreement by executing both original documents and returning one to our office. Thank you for the opportunity to be of continued service to you.

Sincerely,

HATTIESBURG RESOURCE GROUP, LLC


Shea McNease, R.E.


Michael Essary, P.E.

ACCEPTED:

BY: _____

DATE: _____

Exhibit "A"

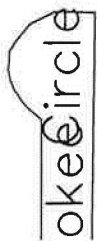


City of Hattiesburg **Midtown Preliminary Engineering Design** **ADDENDUM NO. 3**

Scope of Work

		Hours	Rate	Total
Task 1	Identification into existing scope			
1.1	Identification into existing scope	1	\$100.00	\$100.00
Task 2	Coordination			
2.1	Identify and document prior planning efforts	1	\$130.00	\$130.00
2.2	Coordinate with current planning effort (Midtown Consultant Team)	2	\$130.00	\$260.00
Task 3	Design Development			
3.1	Roadway Plan Component for N. 31st Ave from Hardy Street to Pearl Street			
	a. Develop overall engineering layouts that include:			
	1. Roadway Configuration, based on form based land use code typical sections	15	\$100.00	\$1,500.00
	2. Landscape improvements	6	\$100.00	\$600.00
	3. Sidewalks	4	\$100.00	\$400.00
	4. Retention and Drainage	5	\$100.00	\$500.00
3.2	Charrette			
	Conduct 2 day Charrette to gain design input			
	1. City officials	27	\$100.00	\$2,700.00
	2. USM officials	14	\$130.00	\$1,820.00
	3. Neel-Schaffer representatives	24	\$82.00	\$1,968.00
Task 4	Implementation			
4.3	Cost estimates	8	\$130.00	\$1,040.00
4.4	QA/QC	5	\$130.00	\$650.00
Task 5	Deliverable			
5.1	Format all inventory, plans and narratives into draft document	1	\$100.00	\$100.00
5.2	Revise based on comments	2	\$100.00	\$200.00
5.3	Provide (10) print copies and 1 digital copy of final plan to City	1.5	\$100.00	\$150.00

Total Fee = \$12,018.00





July 24, 2013

Mayor Johnny DuPree, PhD
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898

RE: HATTIESBURG RESOURCE GROUP, LLC
MIDTOWN PRELIMINARY ENGINEERING DESIGN
ADDENDUM NO. 3

Dear Mayor DuPree:

Hattiesburg Resource Group, LLC (HRG) is pleased to provide professional services to assist the City of Hattiesburg for the preliminary engineering design of the MIDTOWN project.

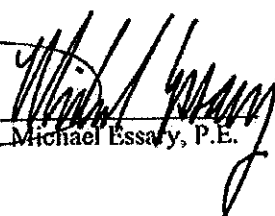
Our services for ADDENDUM NO. 3 will be performed, as described on the attached Scope of Work (Exhibit "A"), for the additional services requested on N. 31st Avenue, between Hardy Street and Pearl Avenue including USM input and conducting the mini charrette.

Compensation for ADDENDUM NO. 3 will be performed on an hourly basis with a not-to-exceed fee of \$12,018.00.

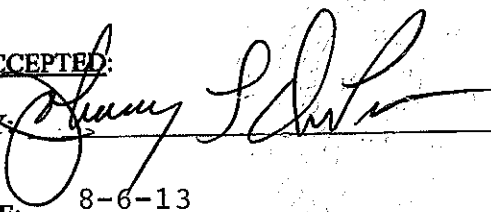
Please indicate your acceptance of this Agreement by executing both original documents and returning one to our office. Thank you for the opportunity to be of continued service to you.

Sincerely,

HATTIESBURG RESOURCE GROUP, LLC


Shea McNease, P.E.

Michael Essary, P.E.

ACCEPTED:

BY: 

DATE: 8-6-13

Exhibit "A"



City of Hattiesburg
Midtown Preliminary Engineering Design
ADDENDUM NO. 3

Scope of Work

		Hours	Rate	Total
Task 1	Identification into existing scope			
1.1	Identification into existing scope	1	\$100.00	\$100.00
Task 2	Coordination			
2.1	Identify and document prior planning efforts	1	\$130.00	\$130.00
2.2	Coordinate with current planning effort (Midtown Consultant Team)	2	\$130.00	\$260.00
Task 3	Design Development			
3.1	Roadway Plan Component for N. 31st Ave from Hardy Street to Pearl Street			
	a. Develop overall engineering layouts that include:			
	1. Roadway Configuration, based on form based land use code typical sections	15	\$100.00	\$1,500.00
	2. Landscape Improvements	6	\$100.00	\$600.00
	3. Sidewalks	4	\$100.00	\$400.00
	4. Retention and Drainage	5	\$100.00	\$500.00
3.2	Charrette			
	Conduct 2 day Charrette to gain design input			
	1. City officials	27	\$100.00	\$2,700.00
	2. USM officials	14	\$130.00	\$1,820.00
	3. Neel-Schaffer representatives	24	\$82.00	\$1,968.00
Task 4	Implementation			
4.3	Cost estimates	8	\$130.00	\$1,040.00
4.4	QA/QC	5	\$130.00	\$650.00
Task 5	Deliverable			
5.1	Format all inventory, plans and narratives into draft document	1	\$100.00	\$100.00
5.2	Revise based on comments	2	\$100.00	\$200.00
5.3	Provide (10) print copies and 1 digital copy of final plan to City	1.5	\$100.00	\$150.00

Total Fee = \$12,018.00

okeeircle

S 31ST AVE

S 30TH AVE

CHEVY

CHASE

HARDY STREET

N 32ND AVE.

N 32ND

N 31ST

N 31ST

SUNSET DR.

SOUTHERN DR.

FORREST AVE.



City of Hattiesburg, MS

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

Master

File Number: 2013-0465

File ID: 2013-0465

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

File Created: 07/30/2013

Brief Title: Approve Task Order No. 7 with HRG for the
No-Discharge Wastewater Treatment Project.

Final Action: 08/06/2013

Minute Book Number: MB2013-219

Title:

Approve Task Order No. 7 with Hattiesburg Resource Group, LLC. (HRG) for contract negotiations and assistance with conceptual design of the No-Discharge Wastewater Treatment Project; Authorize Mayor to execute same.

Notes:

Sponsors:

Enactment Date:

Attachments: Contract for Task #7, TASK #7 - Manhour Estimate,
executed Contract for Task #7

Enactment Number:

Contact:

Meeting Date: 08/06/2013

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	08/06/2013	Approve and Authorize				Pass
Action Text: A MOTION was made by Council Member Naylor and seconded by Council Member Carroll to Approve Task Order No. 7 with Hattiesburg Resource Group, LLC. (HRG) for contract negotiations and assistance with conceptual design of the No-Discharge Wastewater Treatment Project; Authorize Mayor to execute same.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 4 - Bradley, Carroll, Dryden and Naylor							
Nays: 0							
Absent: 1 - Delgado							

Yea: 4 Council Member Bradley
Council Member Carroll
Council Member Dryden
Council Member Naylor

TEL-No Vote: 0

Text of Legislative File 2013-0465

Title

Approve Task Order No. 7 with Hattiesburg Resource Group, LLC. (HRG) for contract negotiations and assistance with conceptual design of the No-Discharge Wastewater Treatment Project; Authorize Mayor to execute same.

Summary

Approve Task Order No. 7 with Hattiesburg Resource Group, LLC. (HRG) for contract negotiations and assistance with conceptual design of the No-Discharge Wastewater Treatment Project; Authorize Mayor to execute same.

Budget Information

075695.6015

Expenditure Type

Regular Budget Item

Purchasing Item

Publication Information



July 26, 2013

Mayor Johnny DuPree, PhD
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898

RE HATTIESBURG RESOURCE GROUP, LLC - TASK ORDER NO. 7
NO-DISCHARGE WASTEWATER TREATMENT PROJECT
CONTRACT NEGOTIATION AND CONCEPTUAL DESIGN

Dear Mayor DuPree:

Hattiesburg Resource Group, LLC (HRG) is pleased to provide professional services to assist the City of Hattiesburg. Our services will be performed as described in the Agreement for Engineering Services dated June 7, 2011 as approved by the City Council. Professional services requested by the City and included in this Task Order No. 7 include the following:

1. Assistance with Contract Negotiation
2. Conceptual Design

Compensation for the work performed will be on an hourly basis with a not-to-exceed fee of \$60,810.00. This task order will cover all professional services described above performed from July 1, 2013 to September 30, 2013.

Please indicate your acceptance of this Task Order #7 by executing both original documents and returning one to our office. Thank you for the opportunity to be of continued service to you.

Sincerely,

HATTIESBURG RESOURCE GROUP, LLC

ACCEPTED:

BY: _____

DATE: _____

Shea McNease, P.E.

Michael W. Essary, P.E.

MANHOUR ESTIMATE TASK ORDER #7						
	Nathan Husman	Mike Essary	Jeff Pittman	Shea McNease	Michelle Gill	Total
Contract Negotiation						
Technical Assistance for Legal Counsel	58			64		122
Hours	58	0	0	64	0	122
Rates	\$155	\$155	\$145	\$140	\$75	
Subtotal	\$8,990	\$0	\$0	\$8,960	\$0	\$17,950
Conceptual Design						
Coordination with Groundworx	16			36	36	88
Lagoon Rehabilitation	24		24	24		72
Effluent Pump Station			24	24		48
Effluent Metering			16	8		24
Effluent Transmission		24		24		48
Sludge Removal	16			16		32
Hours	56	24	64	132	36	312
Rates	\$155	\$155	\$145	\$140	\$75	
Subtotal	\$8,680	\$3,720	\$9,280	\$18,480	\$2,700	\$42,860
Total Task Order #7 Labor Costs						\$60,810

July 26, 2013

Mayor Johnny DuPree, PhD
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898

RE HATTIESBURG RESOURCE GROUP, LLC - TASK ORDER NO. 7
NO-DISCHARGE WASTEWATER TREATMENT PROJECT
CONTRACT NEGOTIATION AND CONCEPTUAL DESIGN

Dear Mayor DuPree:

Hattiesburg Resource Group, LLC (HRG) is pleased to provide professional services to assist the City of Hattiesburg. Our services will be performed as described in the Agreement for Engineering Services dated June 7, 2011 as approved by the City Council. Professional services requested by the City and included in this Task Order No. 7 include the following:

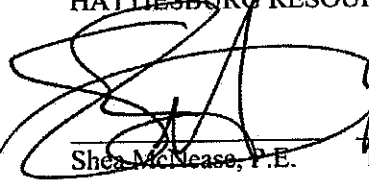
1. Assistance with Contract Negotiation
2. Conceptual Design

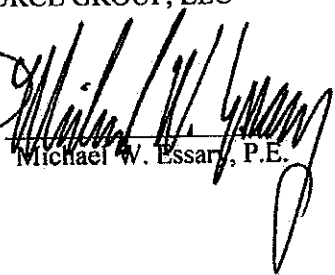
Compensation for the work performed will be on an hourly basis with a not-to-exceed fee of \$60,810.00. This task order will cover all professional services described above performed from July 1, 2013 to September 30, 2013.

Please indicate your acceptance of this Task Order #7 by executing both original documents and returning one to our office. Thank you for the opportunity to be of continued service to you.

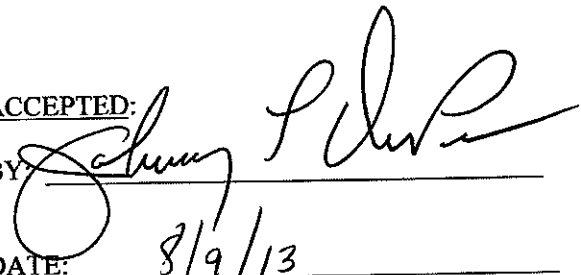
Sincerely,

HATTIESBURG RESOURCE GROUP, LLC


Shea McNease, P.E.


Michael W. Essary, P.E.

ACCEPTED:

BY: 

DATE: 8/9/13



City of Hattiesburg, MS

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

Master

File Number: 2013-0470

File ID: 2013-0470

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 07/30/2013

Brief Title: Approve contract with Shows, Dearman & Waits, Inc. for the design of a replacement for Bridge No. 157 on S. 28th Ave.

Final Action: 08/06/2013

Minute Book Number: MB2013-219

Title:

Approve contract with Shows, Dearman & Waits, Inc. for the design of a box bridge replacement for existing Forrest County Bridge No. 157 on South 28th Avenue; Authorize Mayor to execute same in duplicate.

Notes:

Sponsors:

Enactment Date:

Attachments: SDW Contract, executed SDW Contract

Enactment Number:

Contact:

Meeting Date: 08/06/2013

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	08/06/2013	Approve				Pass
Action Text: A MOTION was made by Council Member Naylor and seconded by Council Member Carroll to Approve contract with Shows, Dearman & Waits, Inc. for the design of a box bridge replacement for existing Forrest County Bridge No. 157 on South 28th Avenue; Authorize Mayor to execute same in duplicate.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 4 - Bradley, Carroll, Dryden and Naylor							
Nays: 0							
Absent: 1 - Delgado							

Yea: 4 Council Member Bradley
Council Member Carroll
Council Member Dryden
Council Member Naylor

TEL-No Vote: 0

Text of Legislative File 2013-0470

Title

Approve contract with Shows, Dearman & Waits, Inc. for the design of a box bridge replacement for existing Forrest County Bridge No. 157 on South 28th Avenue; Authorize Mayor to execute same in duplicate.

Summary

Approve contract with Shows, Dearman & Waits, Inc. for the design of a box bridge replacement for existing Forrest County Bridge No. 157 on South 28th Avenue; Authorize Mayor to execute same in duplicate.

Budget Information

072201.6015

Expenditure Type

Regular budget item

Purchasing Item

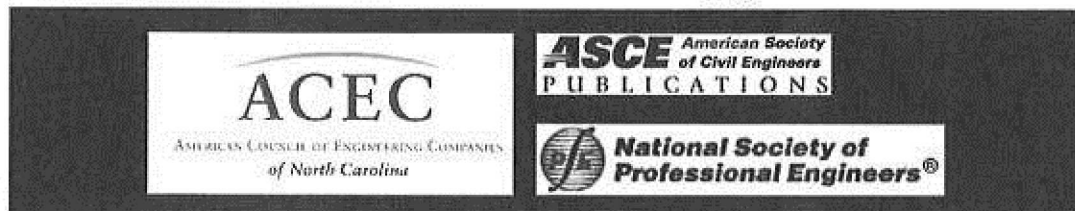
Publication Information

**STANDARD FORM of AGREEMENT
between OWNER and ENGINEER
for
PROFESSIONAL SERVICES**

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and Issued and Published Jointly by



PROFESSIONAL ENGINEERS in PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY of PROFESSIONAL ENGINEERS

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AMERICAN SOCIETY OF CIVIL ENGINEERS

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TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 - SERVICES OF ENGINEER	
1.01 Scope.....	1
ARTICLE 2 - OWNER'S RESPONSIBILITIES	
2.01 General.....	1
ARTICLE 3 - TIMES FOR RENDERING SERVICES	
3.01 General.....	1
3.02 Suspension.....	1
ARTICLE 4 - PAYMENTS TO ENGINEER	
4.01 Methods of Payment for Services and Reimbursable Expenses of ENGINEER	2
4.02 Other Provisions Concerning Payments.....	2
ARTICLE 5 - OPINIONS OF COST	
5.01 Opinions of Probable Construction Cost.....	3
5.02 Designing to Construction Cost Limit	3
5.03 Opinions of Total Project Costs	3
ARTICLE 6 - GENERAL CONSIDERATIONS	
6.01 Standards of Performance	3
6.02 Authorized Project Representatives	4
6.03 Design without Construction Phase Services.....	4
6.04 Use of Documents	4
6.05 Insurance	5
6.06 Termination.....	6
6.07 Controlling Law	6
6.08 Successors, Assigns, and Beneficiaries.....	6
6.09 Dispute Resolution.....	7
6.10 Hazardous Environmental Condition.....	7
6.11 Allocation of Risks.....	7
6.12 Notices.....	8
6.13 Survival	8
6.14 Severability	8
6.15 Waiver.....	8
6.16 Headings.....	8
ARTICLE 7 - DEFINITIONS	
7.01 Defined Terms.....	8
ARTICLE 8 - EXHIBITS AND SPECIAL PROVISIONS	
8.01 Exhibits Included	12
8.02 Total Agreement.....	12

**STANDARD FORM of AGREEMENT
between OWNER and ENGINEER
for
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____, 2013 ("Effective Date")

between the CITY of HATTIESBURG, ("OWNER"), and

SHOWS, DEARMAN & WAITS, Inc., ("ENGINEER").

OWNER intends to: Design of Box Bridge Replacement for Existing Forrest County Bridge NO. 157 on South 28th Avenue. ("Project").

OWNER and ENGINEER in consideration of their mutual covenants as set forth herein agrees as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

A. ENGINEER shall provide the Basic and Additional Services set forth herein and in Exhibit A.

B. Upon this Agreement becoming effective, ENGINEER is authorized to begin Basic Services as set forth in Exhibit A.

C. If authorized by OWNER, ENGINEER shall furnish Resident Project Representative(s) with duties, responsibilities and limitations of authority as set forth in Exhibit D.

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 General

A. OWNER shall have the responsibilities set forth herein and in Exhibit B.

ARTICLE 3 - TIMES FOR RENDERING SERVICES

3.01 General

A. ENGINEER's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time or specific dates for providing services are specified in this Agreement, ENGINEER's obligation to

render services hereunder will be for a period which may reasonably be required for the completion of said services.

B. If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of ENGINEER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If OWNER has requested changes in the scope, extent, or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.

C. For purposes of this Agreement the term "day" means a calendar day of 24 hours.

3.02 Suspension

A. If OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if ENGINEER's services are delayed through no fault of ENGINEER, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement.

B. If ENGINEER's services are delayed or suspended in whole or in part by OWNER, or if ENGINEER's services are extended by Contractor's actions or inactions for more than 90 days through no fault of ENGINEER, ENGINEER shall be entitled to equitable

adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by ENGINEER in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

ARTICLE 4 - PAYMENTS TO ENGINEER

4.01 Methods of Payment for Services and Reimbursable Expenses of ENGINEER

A. *For Basic Services.* OWNER shall pay ENGINEER for Basic Services performed or furnished under Exhibit A, Part 1, as set forth in Exhibit C.

B. *For Additional Services.* OWNER shall pay ENGINEER for Additional Services performed or furnished under Exhibit A, Part 2, as set forth in Exhibit C.

C. *For Reimbursable Expenses.* In addition to payments provided for in paragraphs 4.01.A and 4.01.B, OWNER shall pay ENGINEER for Reimbursable Expenses incurred by ENGINEER and ENGINEER's Consultants as set forth in Exhibit C.

4.02 Other Provisions Concerning Payments

A. *Preparation of Invoices.* Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to OWNER by ENGINEER, unless otherwise agreed. The amount billed in each invoice will be calculated as set forth in Exhibit C.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If OWNER fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice therefor, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

C. *Disputed Invoices.* In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

D. Payments Upon Termination.

1. In the event of any termination under paragraph 6.06, ENGINEER will be entitled to invoice OWNER and will be paid in accordance with Exhibit C for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.

2. In the event of termination by OWNER for convenience or by ENGINEER for cause, ENGINEER, in addition to invoicing for those items identified in subparagraph 4.02.D.1, shall be entitled to invoice OWNER and shall be paid a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with ENGINEER's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

E. *Records of ENGINEER's Costs.* Records of ENGINEER's costs pertinent to ENGINEER's compensation under this Agreement shall be kept in accordance with generally accepted accounting practices. To the extent necessary to verify ENGINEER's charges and upon OWNER's timely request, copies of such records will be made available to OWNER at cost.

F. *Legislative Actions.* In the event of legislative actions after the Effective Date of the Agreement by any level of government that impose taxes, fees, or costs on ENGINEER's services or other costs in connection with this Project or compensation therefor, such new taxes, fees, or costs shall be invoiced to and paid by OWNER as a Reimbursable Expense to which a Factor of 1.0 shall be applied. Should such taxes, fees, or costs be imposed, they shall be in addition to ENGINEER's estimated total compensation.

ARTICLE 5 - OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

A. ENGINEER's opinions of probable Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional generally familiar with the industry. However, since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER. If OWNER wishes greater assurance as to probable Construction Cost, OWNER shall employ an independent cost estimator as provided in Exhibit B.

5.02 Designing to Construction Cost Limit

A. If a Construction Cost limit is established between OWNER and ENGINEER, such Construction Cost limit and a statement of ENGINEER's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F, "Construction Cost Limit," to this Agreement.

5.03 Opinions of Total Project Costs

A. ENGINEER assumes no responsibility for the accuracy of opinions of Total Project Costs.

ARTICLE 6 - GENERAL CONSIDERATIONS

6.01 Standards of Performance

A. The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

B. ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and OWNER shall not be responsible for discovering deficiencies therein. ENGINEER shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in OWNER-furnished information.

C. ENGINEER shall perform or furnish professional engineering and related services in all phases of the Project to which this Agreement applies. ENGINEER shall serve as OWNER's prime professional for the Project. ENGINEER may employ such ENGINEER's Consultants as ENGINEER deems necessary to assist in the performance or furnishing of the services. ENGINEER shall not be required to employ any ENGINEER's Consultant unacceptable to ENGINEER.

D. ENGINEER and OWNER shall comply with applicable Laws or Regulations and OWNER-mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to OWNER's responsibilities or to ENGINEER's scope of services, times of performance, or compensation.

E. OWNER shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by OWNER to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

F. OWNER shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of ENGINEER.

G. Prior to the commencement of the Construction Phase, OWNER shall notify ENGINEER of any variations from the language indicated in Exhibit E, "Notice of Acceptability of Work," or of any other notice or certification that ENGINEER will be requested to provide to OWNER or third parties in connection with the Project. OWNER and ENGINEER shall reach

agreement on the terms of any such requested notice or certification, and OWNER shall authorize such Additional Services as are necessary to enable ENGINEER to provide the notices or certifications requested.

H. ENGINEER shall not be required to sign any documents, no matter by whom requested, that would result in the ENGINEER's having to certify, guarantee or warrant the existence of conditions whose existence the ENGINEER cannot ascertain. OWNER agrees not to make resolution of any dispute with the ENGINEER or payment of any amount due to the ENGINEER in any way contingent upon the ENGINEER's signing any such certification.

I. During the Construction Phase, ENGINEER shall not supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

J. ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

K. ENGINEER shall not be responsible for the acts or omissions of any Contractor(s), subcontractor or supplier, or of any of the Contractor's agents or employees or any other persons (except ENGINEER's own employees) at the Site or otherwise furnishing or performing any of the Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by OWNER without consultation and advice of ENGINEER.

L. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (Document No. 1910-8, 1996 Edition) unless both parties mutually agree to use other General Conditions as specifically referenced in Exhibit J.

6.02 Authorized Project Representatives

A. Contemporaneous with the execution of this Agreement, ENGINEER and OWNER shall designate specific individuals to act as ENGINEER's and OWNER's representatives with respect to the services to be performed or furnished by ENGINEER and responsibilities of OWNER under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

6.03 Design without Construction Phase Services

A. Should OWNER provide Construction Phase services with either OWNER's representatives or a third party, ENGINEER's Basic Services under this Agreement will be considered to be completed upon completion of the Final Design Phase or Bidding or Negotiating Phase as outlined in Exhibit A.

B. It is understood and agreed that if ENGINEER's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, and that such services will be provided by OWNER, then OWNER assumes all responsibility for interpretation of the Contract Documents and for construction observation or review and waives any claims against the ENGINEER that may be in any way connected thereto.

6.04 Use of Documents

A. All Documents are instruments of service in respect to this Project, and ENGINEER shall retain an ownership and property interest therein (including the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed.

B. Copies of OWNER-furnished data that may be relied upon by ENGINEER are limited to the printed copies (also known as hard copies) that are delivered to the ENGINEER pursuant to Exhibit B. Files in electronic media format of text, data, graphics, or of other types that are furnished by OWNER to ENGINEER are only for convenience of ENGINEER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

C. Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

D. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. ENGINEER shall not be responsible to maintain documents stored in electronic media format after acceptance by OWNER.

E. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of this Project.

F. OWNER may make and retain copies of Documents for information and reference in connection with use on the Project by OWNER. Such Documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's Consultants. OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom.

G. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

H. Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

6.05 Insurance

A. ENGINEER shall procure and maintain insurance as set forth in Exhibit G, "Insurance."

B. OWNER shall procure and maintain insurance as set forth in Exhibit G, "Insurance." OWNER shall cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds on any general liability or property insurance policies carried by OWNER which are applicable to the Project.

C. OWNER shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.

D. OWNER and ENGINEER shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of ENGINEER's services and at renewals thereafter during the life of the Agreement.

E. All policies of property insurance shall contain provisions to the effect that ENGINEER's and ENGINEER's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder.

F. At any time, OWNER may request that ENGINEER, at OWNER's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by OWNER, with the concurrence of ENGINEER, and if commercially available, ENGINEER shall obtain and shall require ENGINEER's Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as

requested by OWNER, and Exhibit G will be supplemented to incorporate these requirements.

6.06 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. *For cause,*

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

b. By ENGINEER:

1) upon seven days written notice if ENGINEER believes that ENGINEER is being requested by OWNER to furnish or perform services contrary to ENGINEER's responsibilities as a licensed professional; or

2) upon seven days written notice if the ENGINEER's services for the Project are delayed or suspended for more than 90 days for reasons beyond ENGINEER's control.

3) ENGINEER shall have no liability to OWNER on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. *For convenience,*

a. By OWNER effective upon the receipt of notice by ENGINEER.

B. The terminating party under paragraphs 6.06.A.1 or 6.06.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow ENGINEER to demobilize personnel and equipment from the Site, to complete tasks which value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

6.07 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.08 Successors, Assigns, and Beneficiaries

A. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 6.08.B the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

B. Neither OWNER nor ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by OWNER or ENGINEER to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement

will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party. The OWNER agrees that the substance of the provisions of this paragraph 6.08.C shall appear in the Contract Documents.

6.09 Dispute Resolution

A. OWNER and ENGINEER agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under Exhibit H or other provisions of this Agreement, or under law. In the absence of such an agreement, the parties may exercise their rights under law.

B. If and to the extent that OWNER and ENGINEER have agreed on a method and procedure for resolving disputes between them arising out of or relating to this Agreement, such dispute resolution method and procedure is set forth in Exhibit H, "Dispute Resolution."

6.10 Hazardous Environmental Condition

A. OWNER represents to Engineer that to the best of its knowledge a Hazardous Environmental Condition does not exist.

B. OWNER has disclosed to the best of its knowledge to ENGINEER the existence of all Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Material located at or near the Site, including type, quantity and location.

C. If a Hazardous Environmental Condition is encountered or alleged, ENGINEER shall have the obligation to notify OWNER and, to the extent of applicable Laws and Regulations, appropriate governmental officials.

D. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Environmental Condition. In the event ENGINEER or any other party encounters a Hazardous Environmental Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition;

and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

E. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the Site in connection with ENGINEER's activities under this Agreement.

F. If ENGINEER's services under this Agreement cannot be performed because of a Hazardous Environmental Condition, the existence of the condition shall justify ENGINEER's terminating this Agreement for cause on 30 days notice.

6.11 Allocation of Risks

A. Indemnification

1. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless OWNER, OWNER's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants in the performance and furnishing of ENGINEER's services under this Agreement.

2. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of OWNER or

OWNER's officers, directors, partners, employees, and OWNER's consultants with respect to this Agreement or the Project.

3. To the fullest extent permitted by law, ENGINEER's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss, or damages caused in part by the negligence of ENGINEER and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that ENGINEER's negligence bears to the total negligence of OWNER, ENGINEER, and all other negligent entities and individuals.

4. In addition to the indemnity provided under paragraph 6.11.A.2 of this Agreement, and to the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER and its officers, directors, partners, employees, and ENGINEER's Consultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from a Hazardous Environmental Condition, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph 6.11.A.4. shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

5. The indemnification provision of paragraph 6.11.A.1 is subject to and limited by the provisions agreed to by OWNER and ENGINEER in Exhibit I, "Allocation of Risks," if any.

6.12 Notices

A. Any notice required under this Agreement will be in writing, addressed to the

appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

6.13 Survival

A. All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

6.14 Severability

A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

6.15 Waiver

A. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

6.16 Headings

A. The headings used in this Agreement are for general reference only and do not have special significance.

ARTICLE 7 - DEFINITIONS

7.01 Defined Terms

A. Wherever used in this Agreement (including the Exhibits hereto) and printed with initial or all capital letters, the terms listed below have the meanings indicated, which are applicable to both the singular and plural thereof:

1. *Addenda*-- Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Documents.

2. *Additional Services*-- The services to be performed for or furnished to OWNER by ENGINEER in accordance with Exhibit A, Part 2 of this Agreement.

3. *Agreement*-- This "Standard Form of Agreement between OWNER and ENGINEER for Professional Services," including those Exhibits listed in Article 8 hereof.

4. *Application for Payment*-- The form acceptable to ENGINEER which is to be used by Contractor in requesting progress or final payments for the completion of its Work and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

5. *Asbestos*-- Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

6. *Basic Services*-- The services to be performed for or furnished to OWNER by ENGINEER in accordance with Exhibit A, Part 1, of this Agreement.

7. *Bid*-- The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

8. *Bidding Documents*-- The advertisement or invitation to Bid, instructions to bidders, the Bid form and attachments, the Bid bond, if any, the proposed Contract Documents, and all Addenda, if any.

9. *Change Order*-- A document recommended by ENGINEER, which is signed by Contractor and OWNER to authorize an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Construction Agreement.

10. *Construction Agreement*-- The written instrument which is evidence of

the agreement, contained in the Contract Documents, between OWNER and Contractor covering the Work.

11. *Construction Contract*-- The entire and integrated written agreement between the OWNER and Contractor concerning the Work.

12. *Construction Cost*-- The cost to OWNER of those portions of the entire Project designed or specified by ENGINEER. Construction Cost does not include costs of services of ENGINEER or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or OWNER's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to OWNER pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.

13. *Contract Documents*-- Documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between OWNER and Contractor, Addenda (which pertain to the Contract Documents), Contractor's Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Construction Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

14. *Contract Price*-- The moneys payable by OWNER to Contractor for

completion of the Work in accordance with the Contract Documents and as stated in the Construction Agreement.

15. *Contract Times*-- The numbers of days or the dates stated in the Construction Agreement to: (i) achieve Substantial Completion, and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

16. *Contractor*-- An individual or entity with whom OWNER enters into a Construction Agreement.

17. *Correction Period*-- The time after Substantial Completion during which Contractor must correct, at no cost to OWNER, any Defective Work, normally one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee or specific provision of the Contract Documents.

18. *Defective*-- An adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty, or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment.

19. *Documents*-- Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by ENGINEER to OWNER pursuant to this Agreement.

20. *Drawings*-- That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.

21. *Effective Date of the Construction Agreement*-- The date

indicated in the Construction Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Construction Agreement is signed and delivered by the last of the two parties to sign and deliver.

22. *Effective Date of the Agreement*-- The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

23. *ENGINEER's Consultants*-- Individuals or entities having a contract with ENGINEER to furnish services with respect to this Project as ENGINEER's independent professional associates, consultants, subcontractors, or vendors. The term ENGINEER includes ENGINEER's Consultants.

24. *Field Order*-- A written order issued by ENGINEER which directs minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

25. *General Conditions*-- That part of the Contract Documents which sets forth terms, conditions, and procedures that govern the Work to be performed or furnished by Contractor with respect to the Project.

26. *Hazardous Environmental Condition*-- The presence at the Site of Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Materials in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

27. *Hazardous Waste*-- The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time-to-time.

28. *Laws and Regulations; Laws or Regulations*-- Any and all applicable laws, rules, regulations, ordinances, codes, standards, and orders of any and all

governmental bodies, agencies, authorities, and courts having jurisdiction.

29. *PCB's*-- Polychlorinated biphenyls.

30. *Petroleum*-- Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

31. *Radioactive Materials*-- Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

32. *Record Drawings*-- The Drawings as issued for construction on which the ENGINEER, upon completion of the Work, has shown changes due to Addenda or Change Orders and other information which ENGINEER considers significant based on record documents furnished by Contractor to ENGINEER and which were annotated by Contractor to show changes made during construction.

33. *Reimbursable Expenses*-- The expenses incurred directly by ENGINEER in connection with the performing or furnishing of Basic and Additional Services for the Project for which OWNER shall pay ENGINEER as indicated in Exhibit C.

34. *Resident Project Representative*-- The authorized representative of ENGINEER, if any, assigned to assist ENGINEER at the Site during the Construction Phase. The Resident Project Representative will be ENGINEER's agent or employee and under ENGINEER's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by OWNER. The duties and responsibilities of the Resident Project

Representative are as set forth in Exhibit D.

35. *Samples*-- Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

36. *Shop Drawings*-- All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to ENGINEER to illustrate some portion of the Work.

37. *Site*-- Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for use of Contractor.

38. *Specifications*-- That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

39. *Substantial Completion*-- The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

40. *Supplementary Conditions*-- That part of the Contract Documents which amends or supplements the General Conditions.

41. *Total Project Costs*-- The sum of the Construction Cost, allowances for contingencies, the total costs of services

of ENGINEER or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or OWNER's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to OWNER pursuant to Exhibit B of this Agreement.

42. *Work*--The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents with respect to this Project. Work includes and is the result of performing or furnishing labor, services, and documentation necessary to produce such construction and furnishing, installing, and incorporating all materials and all equipment into such construction, all as required by the Contract Documents.

43. *Work Change Directive*--A written directive to Contractor issued on or after the Effective Date of the Construction Agreement and signed by OWNER upon recommendation of the ENGINEER, ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

44. *Written Amendment*--A written amendment of the Contract Documents signed by OWNER and Contractor on or after the Effective Date of the Construction Agreement and normally dealing with the non-engineering or non-technical rather than strictly construction-related aspects of the Contract Documents.

ARTICLE 8 - EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits Included

A. Exhibit A, "ENGINEER's Services," consisting of 9 pages.

B. Exhibit B, "OWNER's Responsibilities," consisting of 3 pages.

C. Exhibit C, "Payments to Engineer for Services and Reimbursable Expenses," consisting of 3 pages.

D. Exhibit D, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative," consisting of 4 pages.

E. Exhibit E, "Notice of Acceptability of Work," consisting of 0 pages.

F. Exhibit F, "Construction Cost Limit," consisting of 0 pages.

G. Exhibit G, "Insurance," consisting of 2 pages.

H. Exhibit H, "Dispute Resolution," consisting of 0 pages.

I. Exhibit I, "Allocation of Risks," consisting of 0 pages.

J. Exhibit J, "Special Provisions," consisting of 0 pages.

K. APPENDIX 1 to Exhibit C, "Standard Hourly Rates Schedule," consisting of 1 page.

L. APPENDIX 2 "Project List" Consisting of 0 pages

8.02 Total Agreement

A. This Agreement (consisting of pages 1 to 13 inclusive, together with the Exhibits identified above) constitutes the entire agreement between OWNER and ENGINEER and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: CITY of HATTIESBURG

By: Johnny L. DuPree, Ph.D.

Title: Mayor

Date
Signed: _____

Address for giving notices:

P O Box 1898

Hattiesburg MS 39403-1898

Designated Representative (paragraph 6.02.A):

Bert Kuyrkendall, P.E.

Title: City Engineer

Phone Number: (601) 545-4540

Facsimile Number: (601) 545-4647

E-mail Address: bkuyrkendall@hattiesburgms.com



ENGINEER: SHOWS, DEARMAN & WAITS, Inc.

By: Nicholas M. Connolly, P.E., P.L.S.

Title: Vice-President

Date
Signed: 7/22/2013

License or Certificate No. and State: 12791 - MS

Address for giving notices:

P O Box 1711

Hattiesburg MS 39403-1711

Designated Representative (paragraph 6.02.A):

Nicholas M. Connolly, P.E., P.L.S.

Title: Vice President

Phone Number: (601) 544-1821

Facsimile Number: (601) 544-0501

E-mail Address: nick@sd-w.com

This is **EXHIBIT A**, consisting of 9 pages, referred to in and part of the
Agreement between OWNER and ENGINEER for Professional Services
dated _____, 201__.

Initial:

OWNER _____

ENGINEER XIC

ENGINEER's Services

Article I of the Agreement is amended and supplemented to include the following agreement of the parties.
ENGINEER shall provide Basic and Additional Services as set forth below.

SCOPE of WORK

Design of bridge replacement with box bridge for bridge number 157 on South 28th Avenue.
To include:

- Structural design
- Hydraulic design
- Plans preparation
- Bidding
- Construction observation

PART I – BASIC SERVICES

A1.02 *Preliminary Design Phase*

- A. Upon written authorization from OWNER, ENGINEER shall:
1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of the Project.
 2. Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners.
 3. Advise OWNER if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist OWNER in obtaining such reports, data, information, or services.
 4. Based on the information contained in the Preliminary Design Phase documents, submit an opinion of probable Construction Cost and any adjustments to Total Project Costs known to ENGINEER, which will be itemized.
 5. Perform or provide the following additional Preliminary Design Phase tasks or deliverables:
 6. Furnish the Preliminary Design Phase documents to and review them with OWNER.
 7. Submit to OWNER 2 final copies of the Preliminary Design Phase documents and revised opinion of probable Construction cost within 60 days after authorization to proceed with this phase.
- B. ENGINEER's services under the Preliminary Design Phase will be considered complete on the date when final copies of the Preliminary Design Phase documents have been delivered to OWNER.

A1.03 *Final Design Phase*

- A. After acceptance by OWNER of the Preliminary Design Phase documents and opinion of probable Construction Cost as determined in the Preliminary Design Phase, but subject to any OWNER-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from OWNER, ENGINEER shall:
1. On the basis of the above acceptance, direction, and authorization, prepare final Drawings indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. Specifications will be prepared, where appropriate, in general conformance with the 16-division format of the Construction Specifications Institute.
 2. Provide technical criteria, written descriptions, and design data for OWNER's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project and assist OWNER in consultations with appropriate authorities.
 3. Advise OWNER of any adjustments to the opinion of probable Construction Cost and any adjustments to Total Project Costs known to ENGINEER.
 4. Perform or provide the following additional Final Design Phase tasks or deliverables:

5. Prepare and furnish Bidding Documents for review and approval by OWNER, its legal counsel, and other advisors, as appropriate, and assist OWNER in the preparation of other related documents.
 6. Submit 2 final copies of the Bidding Documents and a revised opinion of probable Construction Cost to OWNER within 60 days after authorization to proceed with this phase.
- B. In the event that the Work designed or specified by ENGINEER is to be performed or furnished under more than one prime contract, or if ENGINEER's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), OWNER and ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for performance of ENGINEER's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.
 - C. The number of prime contracts for Work designed or specified by ENGINEER upon which the ENGINEER's compensation has been established under this Agreement is one (1).
 - D. ENGINEER's services under the Final Design Phase will be considered complete on the date when the submittals required by paragraph A1.03.A.6 have been delivered to OWNER.

A1.04 *Bidding or Negotiating Phase*

- A. After acceptance by OWNER of the Bidding Documents and the most recent opinions of probable Construction Cost as determined in the Final Design Phase and upon written authorization by Owner to proceed, ENGINEER shall:
 1. Assist OWNER in advertising for and obtaining bids or negotiating proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-Bid conferences, if any, and receive and process Contractor deposits or charges for the Bidding Documents.
 2. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
 3. Consult with OWNER as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by Contractor for those portions of the Work as to which such acceptability is required by the Bidding Documents.
 4. Perform or provide the following additional Bidding or Negotiating Phase tasks or deliverables:
 5. Attend the Bid opening, prepare Bid tabulation sheets, and assist OWNER in evaluating Bids or proposals and in assembling and awarding contracts for the Work.
 6. The ENGINEER will perform all work in accordance with the City of Hattiesburg/*Home Procurement Guidelines* as applicable.
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractors (except as may be required if Exhibit F is a part of this Agreement).

A1.05 *Construction Phase*

A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from OWNER, ENGINEER shall:

1. *General Administration of Construction Contract.* Consult with OWNER and act as OWNER's representative as provided in the General Conditions. The extent and limitation of the duties, responsibilities and authority of ENGINEER as assigned in said General Conditions shall not be modified, except as ENGINEER may otherwise agree in writing. All of OWNER's instructions to Contractor will be issued through ENGINEER, who shall have authority to act on behalf of OWNER in dealings with contractor to the extent provided in this Agreement and said General Conditions except as otherwise provided in writing.
2. *Resident Project Representative (RPR).* Provide the services of an RPR at the Site to assist the ENGINEER and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not extend ENGINEER's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.
3. *Selecting Independent Testing Laboratory.* Assist OWNER in the selection of an independent testing laboratory to perform the services identified in paragraph B2.01.0.
4. *Pre-Construction Conference.* Participate in a Pre-Construction Conference prior to commencement of Work at the Site.
5. *Baselines and Benchmarks.* As appropriate, establish baselines and benchmarks for locating the Work, which in ENGINEER's judgment are necessary to enable Contractor to proceed.
6. *Visits to Site and Observation of Construction.* In connection with observations of Contractor's work in progress while it is in progress:
 - a) Make visits to the Site at intervals appropriate to the various stages of construction, as ENGINEER deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations by ENGINEER, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress or to involve detailed inspections of Contractor's work in progress beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on ENGINEER's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and such observations, ENGINEER will determine in general if Contractor's work is proceeding in accordance with the Contract Documents, and ENGINEER shall keep OWNER informed of the progress of the Work.
 - b) The purpose of ENGINEER's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by the exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, or for any failure of Contractor to comply with

Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

7. *Defective Work.* Recommend to OWNER that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
8. *Clarifications and Interpretation: Field Orders.* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. ENGINEER may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.
9. *Change Orders and Work Change Directives.* Recommend Change Orders and Work Change Directives to OWNER, as appropriate, and prepare Change Orders and Work Change Directives as required.
10. *Shop Drawings and Samples.* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. ENGINEER has an obligation to meet any CONTRACTOR's submittal schedule that has earlier been acceptable to ENGINEER.
11. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "of-equal" materials and equipment proposed by Contractor, but subject to the provisions of paragraph A2.02.A.2 or the Exhibit A.
12. *Inspections and Tests.* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. ENGINEER's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. ENGINEER shall be entitled to rely on the results of such tests.
13. *Disagreements between OWNER and Contractor.* Render formal written decisions on all claims of OWNER and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of Contractor's work. In rendering such decisions, ENGINEER shall be fair and not show partiality to OWNER or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
14. *Applications for Payment.* Based on ENGINEER's observations as an experienced and qualified design professional and on review of Application for Payment and accompanying supporting documentation:
 - a) Determine the amounts that ENGINEER recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute ENGINEER's representation to OWNER, based on such observations and review, that, to the best of

ENGINEER's knowledge, information and belief, Contractor's work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe Contractor's work. In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of Contractor's work (subject to any subsequent adjustments allowed by the Contract Documents). The responsibilities of ENGINEER contained in paragraph A1.05A.6a are expressly subject to the limitations set forth in paragraph A1.05A.6b and other express or general limitations in the Agreement and elsewhere.

- b) By recommending any payment, ENGINEER shall not thereby be deemed to have represented that observations made by ENGINEER to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. Neither ENGINEER's review of Contractor's work for the purposes of recommending payments nor ENGINEER's recommendation of any payment including final payment will impose on ENGINEER responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the work in progress, materials, or equipment has passed to OWNER free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.

15. *Contractor's Completion Documents.*

- a) Receive and review maintenance and operating instructions, schedules, and guarantees.
- b) Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under paragraph A1.05.A.10, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such ENGINEER's review will be limited as provided in paragraph A1.05.A.10.
- c) ENGINEER shall transmit these documents to OWNER.

16. *Substantial Completion.* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with OWNER and Contractor, conduct an inspection to determine if the Work is Substantially Complete. If after considering any objections of OWNER, ENGINEER considers the Work Substantially Complete, ENGINEER shall deliver a certificate of Substantial Completion to OWNER and Contractor.

17. *Additional Tasks.* Perform or provide the following additional Construction Phase tasks or deliverables:

18. *Final Notice of Acceptability of the Work.* Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that ENGINEER may recommend, in writing, final

payment to Contractor. Accompanying the recommendation for final payment, ENGINEER shall also provide a notice in the form attached hereto as Exhibit E (the "Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of paragraph A1.05A.14.b) to the best of ENGINEER's knowledge, information, and belief and based on the extent of the services provided by ENGINEER under this Agreement.

- B. *Duration of Construction Phase.* The Construction Phase will commence with the execution of the first Construction Agreement for the Project or any part thereof and will terminate upon written recommendation by ENGINEER for final payment to Contractors. If the Project involves more than one prime contract as indicated in paragraph A1.03.C, Construction Phase services may be rendered at different times in respect to the separate contracts.
- C. *Limitation of Responsibilities.* ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work. ENGINEER shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

A1.06 *Post-Construction Phase*

- A. Upon written authorization from OWNER, ENGINEER, during the Post-Construction Phase, shall:
1. Provide assistance in connection with the testing and adjusting of Project equipment or systems.
 2. Assist OWNER in training OWNER's staff to operate and maintain Project, equipment, and systems.
 3. Assist OWNER in developing procedures for control of the operation and maintenance of, and record keeping for Project equipment and systems.
 4. Together with OWNER, visit the Project to observe any apparent defects in the Work, assist OWNER in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.
 5. Perform or provide the following additional Post-Construction Phase tasks or deliverables:
 6. In company with OWNER or OWNER's representative, provide an inspection of the Project within one month before the end of the Correction Period to ascertain whether any portion of the Work is subject to correction.
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate at the end of the Correction Period.

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Service Requiring OWNER's Authorization in Advance*

- A. If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types listed below. These services will be paid for by OWNER as indicated in Article 4 of the Agreement.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents

prepared by others, and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.
3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by ENGINEER or its design requirements including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction, or method of financing, and revising previously accepted studies, reports, Drawings, Specifications, or contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond ENGINEER's control.
4. Services resulting from OWNER's request to evaluate additional Study and Report Phase alternative solutions.
5. Services required as a result of OWNER's providing incomplete or incorrect Project information with respect to Exhibit B.
6. Providing renderings or models for OWNER'S use.
7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting OWNER in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor, and audits or inventories required in connections with construction performed by OWNER.
8. Furnishing services of ENGINEER's Consultants for other than Basic Services.
9. Services attributable to more prime construction contracts than specified in paragraph A1.03.C.
10. Services during out-of-town travel required of ENGINEER other than for visits to the Site or OWNER's office.
11. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by OWNER; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
12. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices required by OWNER for the Work or a portion thereof.
13. Determining the acceptability of substitute materials and equipment proposed during the Bidding or Negotiating Phase when substitution prior to the award of contracts is allowed by the Bidding Documents.
14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required by Exhibit F.
15. Providing construction surveys and staking to enable Contractor to perform its work other than as required under paragraph A1.05.A.5, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.

16. Providing Construction Phase services beyond the Contract Times set forth in Exhibit C.
17. Providing assistance in resolving any Hazardous Environmental Condition in compliance with current Laws and Regulations.
18. Preparing and furnishing to OWNER Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.
19. Preparation of operation and maintenance manuals.
20. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other dispute resolution process related to the Project.
21. Providing more extensive services required to enable ENGINEER to issue notices or certifications requested by OWNER under paragraph 6.01.G of the Agreement.
22. Other services performed or furnished by ENGINEER not otherwise provided for in this Agreement.

A2.02 Required Additional Services

- A. ENGINEER shall perform or furnish, without requesting or receiving specific advance authorization from OWNER, the Additional Services of the types listed below. ENGINEER shall advise OWNER in writing promptly after starting any such Additional Services.
 1. Services in connection with Work Change directives and Change Orders to reflect changes requested by OWNER so as to make the compensation commensurate with the extent of the Additional Services rendered.
 2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the Construction Agreement in evaluating and determining the acceptability of a substitution that is found to be inappropriate for the Project or an excessive number of substitutions.
 3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 4. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) and occurrence of a Hazardous Environmental Condition, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
 5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by OWNER prior to Substantial Completion.
 6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.

This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the
Agreement between OWNER and ENGINEER for Professional Services
dated _____, 201__.

Initial:

OWNER _____
ENGINEER NE

OWNER's Responsibilities

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of OWNER as set forth in this Agreement, OWNER shall:

- A. Provide ENGINEER with all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications; and furnish copies of OWNER's standard forms, conditions, and related documents for ENGINEER to include in the Bidding Documents, when applicable.
- B. Furnish to ENGINEER any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- C. Following ENGINEER's assessment of initially-available Project information and data and upon ENGINEER's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable ENGINEER to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - 1. Property descriptions.
 - 2. Zoning, Deed, and other land use restrictions.
 - 3. Property, boundary easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 - 4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
 - 5. Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
 - 6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
- D. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of a Hazardous Environmental Condition or of any other development that affects the scope or time of performance of ENGINEER's services or any defect or nonconformance in ENGINEER's services or in the work of any Contractor.
- E. Authorize ENGINEER to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.

- F. Arrange for safe accesses to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under the Agreement.
- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as OWNER deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by ENGINEER and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Provide, as required for the Project:
 - 1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
 - 2. Legal services with regard to issue pertaining to the Project as OWNER requires, Contractor raises, or ENGINEER reasonably requests.
 - 3. Such auditing services as OWNER requires to ascertain how or for what purpose Contractor has used the moneys paid.
 - 4. Placement and payment for advertisement for Bids in appropriate publications.
- J. Advise ENGINEER of the identity and scope of services of any independent consultants employed by OWNER to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- K. Furnish to ENGINEER data as to OWNER's anticipated costs for services to be provided by others for OWNER so that ENGINEER may make the necessary calculations to develop and periodically adjust ENGINEER's opinion of Total Project Costs.
- L. If OWNER designates a construction manager or an individual or entity other than, or in addition to, ENGINEER to represent OWNER at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of ENGINEER.
- M. If more than one prime contract is to be awarded for the Work designed or specified by ENGINEER, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of ENGINEER as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- N. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.
- O. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of OWNER, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- P. Provide inspection or monitoring services by an individual or entity other than ENGINEER (and disclose the identity of such individual or entity to ENGINEER) as OWNER determines necessary to verify:

1. That Contractor is complying with any Laws and Regulations applicable to Contractor's performing and furnishing the Work.
 2. That Contractor is taking all necessary precautions for safety of persons or property and complying with any special provisions of the Contract Documents applicable to safety.
- Q. Provide ENGINEER with the findings and reports generated by the entities providing services pursuant to paragraphs B2.01.0 and P.
- R. Perform or provide the following additional services: N/A

This is **EXHIBIT C**, consisting of 3 pages, referred to in and part of the
Agreement between **OWNER** and **ENGINEER** for Professional Services
dated _____, 201 .

Initial:

OWNER _____

ENGINEER NC

Payments to ENGINEER for Services and Reimbursable Expenses

Article 4 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 4 – PAYMENTS to the ENGINEER

C4.01 For Basic Services having a Determined Scope – Lump Sum Method of Payment

A. OWNER shall pay ENGINEER for Basic Services set forth in Exhibit A, except for services of ENGINEER's Resident Project Representative and Post-Construction Phase services, if any, as follows:

1. A Lump sum amount of \$14,500.00 based on the percentage complete of the project during critical times of the design period.
2. ENGINEER may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump sum amount unless approved in writing by the OWNER.
3. The Lump sum includes compensation for ENGINEER's services and services of ENGINEER's Consultants, if any. Appropriate amounts have been incorporated in the Lump sum to account for labor, overhead, profit, and Reimbursable Expenses.
4. The portion of the Lump sum amount billed for ENGINEER's services will be based upon ENGINEER's estimate of the proportion of the total services actually completed during the billing period to the Lump sum.
5. The Lump Sum is conditioned on Contract Times to complete the Work not exceeding

12 months. Should the Contract Times to complete the Work be extended beyond this period, the total compensation to ENGINEER shall be appropriately adjusted.

6. If more prime contracts are awarded for Work designed or specified by ENGINEER for this Project than identified in Exhibit A, the ENGINEER shall be compensated an additional amount equal to \$ N/A for all Basic Services for each prime contract added.

C4.02 For Basic Services having an Undetermined Scope – Salary Costs Times a Factor Method of Payment

A. OWNER shall pay ENGINEER for:

1. *Resident Project Representative Services.* For services of ENGINEER's resident project representative, if any, under paragraph A1.05, A.2.a of Exhibit A, an amount equal to the ENGINEER's salary costs times a factor of 3 for services of ENGINEER's employees engaged directly in resident project representation, plus reimbursable expenses and ENGINEER's consultant's charges, if any.

FEES NOT TO EXCEED: \$8,500.00

2. *Post-Construction Phase Services.* For Post-Construction Phase services under paragraph A1.06 of "Exhibit A," an amount equal to the ENGINEER's Salary Costs times a factor of 3 for services of ENGINEER's employees engaged directly on the Project, plus Reimbursable Expenses and

ENGINEER's Consultant's charges, if any in the Post-Construction Phase. The total compensation under this paragraph is estimated to be \$N/A.

3. *Laboratory Testing Services:* For services of independent testing laboratory under direction of ENGINEER, an amount equal to a sum of \$N/A for services set forth under Paragraph A.1.05.3.

C4.03 *For Additional Services*

- A. OWNER shall pay ENGINEER for Additional Services as follows:

1. *General.* For services of ENGINEER's employees engaged directly on the Project pursuant to paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under paragraph A2.01.A.20, an amount equal to the cumulative hours charges to the Project by each ENGINEER's employees times the ENGINEER's applicable Salary Costs times a Factor of 3, plus Reimbursable Expenses and ENGINEER's Consultant's charges, if any.
2. *Serving as a Witness.* For services performed by ENGINEER's employees as witnesses giving testimony in any litigation, arbitration, or other legal or administrative proceeding under paragraph A2.01.A.20, at the rate of \$1,500 per day or any portion thereof (but compensation for time spent in preparing to testify in any such litigation, arbitration, or proceeding will be on the basis provided in paragraph C4.03.A.1). Compensation for ENGINEER's Consultants for such services will be on the basis provided in paragraph C4.05.

C4.04 *For Reimbursable Expenses*

- A. When not included in compensation for Basic Services under paragraph C4.01, OWNER shall pay ENGINEER for Reimbursable Expense at the rate set forth in Appendix 1 of this Exhibit C.
- B. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of

Resident Project Representative and their assistance; toll telephone calls and telegrams; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A, and, if authorized in advance by OWNER, overtime work requiring higher than regular rates. In addition, if authorized in advance by OWNER, Reimbursable Expenses will also include expenses incurred for computer time and the use of other highly specialized equipment.

- C. The amounts payable to ENGINEER for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by ENGINEER, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a Factor of 1.25.
- D. The Reimbursable Expenses Schedule will be adjusted annually (as of January 01, 2013) to reflect equitable changes in the compensation payable to ENGINEER.

C4.05 *For ENGINEER's Consultant's Charges*

- A. Whenever compensation to ENGINEER herein is stated to include charges of ENGINEER's Consultants, those charges shall be the amounts billed by ENGINEER's Consultants to ENGINEER times a Factor of 1.25.

C4.06 *Salary Costs*

- A. Salary Costs means salaries and wages paid to ENGINEER's employees plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation, and holiday pay applicable thereto.
- B. The Salary Costs and the Factor applied to Salary Costs will be adjusted annually (as of January 01, 2013) to reflect equitable changes in the compensable payable to ENGINEER.

C4.07 Factors

- A. The Salary Costs Factor includes the cost of general and administrative overhead which includes salaries and wages of principals and employees engaged in business operations not directly chargeable to projects, plus non-Project operating costs, including but not limited to, business taxes, legal, rent utilities, office supplies, insurance, and other operating costs; plus operating margin or profit.
- B. External Reimbursable Expenses and ENGINEER's Consultant's Factors include ENGINEER's overhead and profit associated with ENGINEER's responsibility for the administration of such services and costs.

C4.08 Other Provisions Concerning Payment

- A. *Preparation of Invoices.* The portion of the amounts billed for ENGINEER's services which are identified in paragraphs C4.02 and C4.03 will be based on the applicable Salary Costs for the cumulative hours charged to the Project during the billing period by all of ENGINEER's employees, times the Salary Costs factor, plus Reimbursable Expenses and ENGINEER's Consultant's charges incurred, if any.
- B. *Extended Contract Times.* Should the Contract Times to complete the Work be extended beyond the period identified in paragraph C4.01, payment for ENGINEER's services on the basis of the Salary Costs Times a Factor Method of Payment shall be continued.
- C. *Estimated Compensation Amounts*
 - 1. ENGINEER's estimate of the amounts that will become payable for Basic Services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to ENGINEER under the Agreement.

When estimated compensation amounts have been stated herein and it subsequently becomes apparent to ENGINEER that a compensation amount thus estimated will be exceeded, ENGINEER shall give OWNER written notice thereof. Promptly thereafter OWNER and ENGINEER shall review the matter of services remaining to be performed and compensation for such

services. OWNER shall either agree to such compensation exceeding said estimated amount or OWNER and ENGINEER shall agree to a reduction in the remaining services to be rendered by ENGINEER, so that total compensation for such services will not exceed said estimated amount when such services are completed. If ENGINEER exceeds the estimated amount before OWNER and ENGINEER have agreed to an increase in the compensation due ENGINEER or a reduction in the remaining services, the ENGINEER shall be paid for all services rendered hereunder.

This is EXHIBIT D, consisting of 4 pages, referred to in and part of the
Agreement between OWNER and ENGINEER for Professional Services
dated _____, 201__.

Initial:

OWNER _____

ENGINEER MC

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Paragraph 1.01C of the Agreement is amended and supplemented to include the following agreement of the parties:

D6.02 *Resident Project Representative*

- A. ENGINEER shall furnish a Resident Project Representative (RPR), assistants, and other field staff to assist ENGINEER in observing progress and quality of the Work. The RPR, assistants, and other field staff under this Exhibit D may provide full time representation or may provide representation to a lesser degree.
- B. Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the Work. However, ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Contractor's Work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the specific limitations set forth in section A.1.05 of Exhibit A of the Agreement are applicable.
- C. The duties and responsibilities of the RPR are limited to those of ENGINEER in the Agreement with the OWNER and in the Contract Documents, and are further limited and described as follows:
 - 1. *General:* RPR is ENGINEER's agent at the Site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with ENGINEER and Contractor, keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.
 - 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with ENGINEER concerning acceptability.
 - 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
 - 4. *Liaison:*
 - a) Serve as ENGINEER's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents.

- b) Assist ENGINEER in serving as OWNER's liaison with Contractor when Contractor's operations affect OWNER's on-Site operations.
 - c) Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.
- 5. *Interpretation of Contract Documents:* Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by ENGINEER.
- 6. *Shop Drawings and Samples:*
 - a) Record date of receipt of Samples and approved Shop Drawings.
 - b) Receive Samples which are furnished at the Site by Contractor, and notify ENGINEER of availability of Samples for examination.
 - c) Advise ENGINEER and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by ENGINEER.
- 7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to Contractor in writing decisions as issued by ENGINEER.
- 8. *Review of Work and Rejection of Defective Work:*
 - a) Conduct on-Site observations of Contractor's work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b) Report to ENGINEER whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in 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 ENGINEER of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- 9. *Inspections, Tests, and System Startups:*
 - a) Consult with ENGINEER in advance of scheduled major inspections, tests and systems startups of important phases of the Work.
 - b) Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate OWNER's personnel, and that Contractor maintains adequate records thereof.
 - c) Observe, record, and report to ENGINEER appropriate details relative to the test procedures and systems startups.
 - d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of the inspections, and report to ENGINEER.

10. *Records:*

- a) Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project related documents.
- b) Prepare a daily report or keep a diary or log book, recording Contractor's hours on the site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
- c) Record names, addresses and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.
- d) Maintain records for use in preparing Project documentation.
- e) Upon completion of the Work, furnish original set of all RPR Project documentation to ENGINEER.

11. *Reports:*

- a) Furnish to ENGINEER periodic reports as required of progress of the work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b) Draft and recommend to ENGINEER proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c) Furnish to ENGINEER and OWNER copies of all inspection, test, and system startup reports.
- d) Report immediately to ENGINEER the occurrence of any Site accidents, any Hazardous Environmental Conditions, emergencies, or acts of God endangering the work, and property damaged by fire or other causes.

12. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the work.

13. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to ENGINEER for review and forwarding to OWNER prior to payment for that part of the Work.

14. *Completion:*

- a) Before ENGINEER issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion of correction.
- b) Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Work.

- c) Participate in a final inspection in the company of ENGINEER, OWNER, and Contractor and prepare a final list of items to be completed or corrected.
- d) Observe whether all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance and issuance of the Notice of Acceptability of the Work.

D. Resident Project Representative shall not:

- 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
- 2. Exceed limitations of ENGINEER's authority as set forth in the Agreement or the contract Documents.
- 3. Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.
- 4. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.
- 5. Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the activities or operations of OWNER or Contractor.
- 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by ENGINEER.
- 7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
- 8. Authorize OWNER to occupy the Project in whole or in part.

This is EXHIBIT G, consisting of 2 pages, referred to in and part of the
Agreement between OWNER and ENGINEER for Professional Services
dated _____, 201__.

Initial:

OWNER _____

ENGINEER NC

Insurance

Paragraph 6.05 of the Agreement is amended and supplemented to include the following agreement of the parties.

G6.05 Insurance

A. The limits of liability for the insurance required by paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By ENGINEER:

a. Worker's Compensation	Statutory
b. Employer's Liability--	
1) Each Accident:	\$100,000
2) Disease, Policy Limit:	\$500,000
3) Disease, Each Employee:	\$100,000
c. General Liability--	
1) Each Occurrence (Bodily Injury and Property Damage)	\$1,000,000
2) General Aggregate:	\$2,000,000
d. Excess or Umbrella Liability--	
1) Each Occurrence:	N/A
2) General Aggregate	N/A
e. Automobile Liability--	
1) Bodily Injury:	
a) Each Accident	N/A
2) Property Damage:	
a) Each Accident	N/A
<i>[or]</i>	
1) Combined Single Limit (Bodily Injury and Property Damage)	
a) Each Accident	\$1,000,000
f. Other (Specify):	
a) Professional Liability	\$1,000,000

2. By OWNER:

- | | |
|---|-----------|
| a. Worker's Compensation: | Statutory |
| b. Employer's Liability-- | |
| 1) Each Accident | \$ _____ |
| 2) Disease, Policy Limit | \$ _____ |
| 3) Disease, Each Employee | \$ _____ |
| c. General Liability-- | |
| 1) General Aggregate: | \$ _____ |
| 2) Each Occurrence (Bodily Injury and Property Damage): | \$ _____ |
| d. Excess Umbrella Liability-- | |
| 1) Each Occurrence | \$ _____ |
| 2) General Aggregate: | \$ _____ |
| e. Automobile Liability-- | |
| 1) Bodily Injury: | |
| a) Each Accident | \$ _____ |
| 2) Property Damage: | |
| b) Each Accident | \$ _____ |
| [or] | |
| 1) Combined Single Limit (Bodily Injury and Property Damage): | |
| a) Each Accident | \$ _____ |
| f. Other (Specify): | |
| _____ | \$ _____ |

B. *Additional Insureds*

1. The following persons or entities are to be listed on OWNER's policies of insurance as additional insureds as provided in paragraph 6.05.B:
 - a. _____
ENGINEER

This is **APPENDIX 2** to **EXHIBIT C**, consisting of 1 page, referred to in and part of the
Agreement between OWNER and ENGINEER for Professional Services
dated _____, 201 .

Initial:

OWNER _____
ENGINEER NC

Standard Hourly Rates Schedule

Current agreements for engineering services stipulate that the standard hourly rates are subject to review and adjustment per Exhibit C. Hourly rates for services performed on the date of the Agreement are:

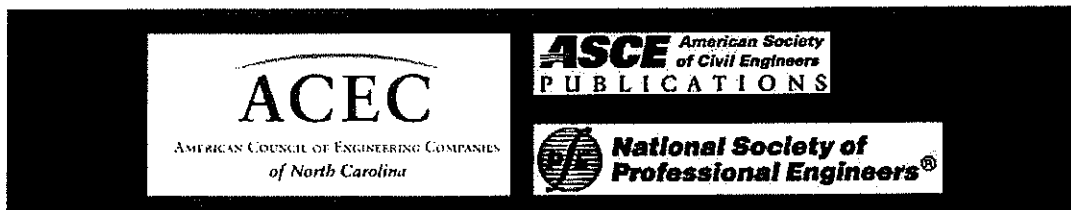
Billing Class 9	Principal Engineer	\$150/hour
Billing Class 8	Staff Manager	\$ 0 /hour
Billing Class 7	Chief Engineer	\$125/hour
Billing Class 6	Project Engineer	\$105/hour
Billing Class 5	Professional IV	\$ 0/hour
Billing Class 4	AutoCAD	\$ 75/hour
Billing Class 3	Inspector	\$ 75/hour
Billing Class 2	Party Chief	\$ 70/hour
Billing Class 1	Rodman	\$ 40/hour
Principal		\$ 0/hour
Support Staff		\$ 0/hour

**STANDARD FORM of AGREEMENT
between OWNER and ENGINEER
for
PROFESSIONAL SERVICES**

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and Issued and Published Jointly by



PROFESSIONAL ENGINEERS in PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY of PROFESSIONAL ENGINEERS

AMERICAN CONSULTING ENGINEERS COUNCIL

AMERICAN SOCIETY OF CIVIL ENGINEERS

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TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 - SERVICES OF ENGINEER	
1.01 Scope.....	1
ARTICLE 2 - OWNER'S RESPONSIBILITIES	
2.01 General	1
ARTICLE 3 - TIMES FOR RENDERING SERVICES	
3.01 General	1
3.02 Suspension.....	1
ARTICLE 4 - PAYMENTS TO ENGINEER	
4.01 Methods of Payment for Services and Reimbursable Expenses of ENGINEER	2
4.02 Other Provisions Concerning Payments.....	2
ARTICLE 5 - OPINIONS OF COST	
5.01 Opinions of Probable Construction Cost.....	3
5.02 Designing to Construction Cost Limit	3
5.03 Opinions of Total Project Costs	3
ARTICLE 6 - GENERAL CONSIDERATIONS	
6.01 Standards of Performance	3
6.02 Authorized Project Representatives	4
6.03 Design without Construction Phase Services	4
6.04 Use of Documents	4
6.05 Insurance	5
6.06 Termination.....	6
6.07 Controlling Law	6
6.08 Successors, Assigns, and Beneficiaries	6
6.09 Dispute Resolution.....	7
6.10 Hazardous Environmental Condition	7
6.11 Allocation of Risks.....	7
6.12 Notices.....	8
6.13 Survival	8
6.14 Severability	8
6.15 Waiver.....	8
6.16 Headings.....	8
ARTICLE 7 - DEFINITIONS	
7.01 Defined Terms.....	8
ARTICLE 8 - EXHIBITS AND SPECIAL PROVISIONS	
8.01 Exhibits Included	12
8.02 Total Agreement.....	12

**STANDARD FORM of AGREEMENT
between OWNER and ENGINEER
for
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____, 2013 ("Effective Date")

between the CITY of HATTIESBURG, ("OWNER"), and

SHOWS, DEARMAN & WAITS, Inc., ("ENGINEER").

OWNER intends to: Design of Box Bridge Replacement for Existing Forrest County Bridge NO. 157 on South 28th Avenue. ("Project").

OWNER and ENGINEER in consideration of their mutual covenants as set forth herein agrees as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

A. ENGINEER shall provide the Basic and Additional Services set forth herein and in Exhibit A.

B. Upon this Agreement becoming effective, ENGINEER is authorized to begin Basic Services as set forth in Exhibit A.

C. If authorized by OWNER, ENGINEER shall furnish Resident Project Representative(s) with duties, responsibilities and limitations of authority as set forth in Exhibit D.

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 General

A. OWNER shall have the responsibilities set forth herein and in Exhibit B.

ARTICLE 3 - TIMES FOR RENDERING SERVICES

3.01 General

A. ENGINEER's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time or specific dates for providing services are specified in this Agreement, ENGINEER's obligation to

render services hereunder will be for a period which may reasonably be required for the completion of said services.

B. If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of ENGINEER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If OWNER has requested changes in the scope, extent, or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.

C. For purposes of this Agreement the term "day" means a calendar day of 24 hours.

3.02 Suspension

A. If OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if ENGINEER's services are delayed through no fault of ENGINEER, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement.

B. If ENGINEER's services are delayed or suspended in whole or in part by OWNER, or if ENGINEER's services are extended by Contractor's actions or inactions for more than 90 days through no fault of ENGINEER, ENGINEER shall be entitled to equitable

adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by ENGINEER in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

ARTICLE 4 - PAYMENTS TO ENGINEER

4.01 Methods of Payment for Services and Reimbursable Expenses of ENGINEER

A. *For Basic Services.* OWNER shall pay ENGINEER for Basic Services performed or furnished under Exhibit A, Part 1, as set forth in Exhibit C.

B. *For Additional Services.* OWNER shall pay ENGINEER for Additional Services performed or furnished under Exhibit A, Part 2, as set forth in Exhibit C.

C. *For Reimbursable Expenses.* In addition to payments provided for in paragraphs 4.01.A and 4.01.B, OWNER shall pay ENGINEER for Reimbursable Expenses incurred by ENGINEER and ENGINEER's Consultants as set forth in Exhibit C.

4.02 Other Provisions Concerning Payments

A. *Preparation of Invoices.* Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to OWNER by ENGINEER, unless otherwise agreed. The amount billed in each invoice will be calculated as set forth in Exhibit C.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If OWNER fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice therefor, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

C. *Disputed Invoices.* In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

D. Payments Upon Termination.

1. In the event of any termination under paragraph 6.06, ENGINEER will be entitled to invoice OWNER and will be paid in accordance with Exhibit C for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.

2. In the event of termination by OWNER for convenience or by ENGINEER for cause, ENGINEER, in addition to invoicing for those items identified in subparagraph 4.02.D.1, shall be entitled to invoice OWNER and shall be paid a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with ENGINEER's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

E. *Records of ENGINEER's Costs.* Records of ENGINEER's costs pertinent to ENGINEER's compensation under this Agreement shall be kept in accordance with generally accepted accounting practices. To the extent necessary to verify ENGINEER's charges and upon OWNER's timely request, copies of such records will be made available to OWNER at cost.

F. *Legislative Actions.* In the event of legislative actions after the Effective Date of the Agreement by any level of government that impose taxes, fees, or costs on ENGINEER's services or other costs in connection with this Project or compensation therefor, such new taxes, fees, or costs shall be invoiced to and paid by OWNER as a Reimbursable Expense to which a Factor of 1.0 shall be applied. Should such taxes, fees, or costs be imposed, they shall be in addition to ENGINEER's estimated total compensation.

ARTICLE 5 - OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

A. ENGINEER's opinions of probable Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional generally familiar with the industry. However, since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER. If OWNER wishes greater assurance as to probable Construction Cost, OWNER shall employ an independent cost estimator as provided in Exhibit B.

5.02 Designing to Construction Cost Limit

A. If a Construction Cost limit is established between OWNER and ENGINEER, such Construction Cost limit and a statement of ENGINEER's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F, "Construction Cost Limit," to this Agreement.

5.03 Opinions of Total Project Costs

A. ENGINEER assumes no responsibility for the accuracy of opinions of Total Project Costs.

ARTICLE 6 - GENERAL CONSIDERATIONS

6.01 Standards of Performance

A. The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

B. ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and OWNER shall not be responsible for discovering deficiencies therein. ENGINEER shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in OWNER-furnished information.

C. ENGINEER shall perform or furnish professional engineering and related services in all phases of the Project to which this Agreement applies. ENGINEER shall serve as OWNER's prime professional for the Project. ENGINEER may employ such ENGINEER's Consultants as ENGINEER deems necessary to assist in the performance or furnishing of the services. ENGINEER shall not be required to employ any ENGINEER's Consultant unacceptable to ENGINEER.

D. ENGINEER and OWNER shall comply with applicable Laws or Regulations and OWNER-mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to OWNER's responsibilities or to ENGINEER's scope of services, times of performance, or compensation.

E. OWNER shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by OWNER to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

F. OWNER shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of ENGINEER.

G. Prior to the commencement of the Construction Phase, OWNER shall notify ENGINEER of any variations from the language indicated in Exhibit E, "Notice of Acceptability of Work," or of any other notice or certification that ENGINEER will be requested to provide to OWNER or third parties in connection with the Project. OWNER and ENGINEER shall reach

agreement on the terms of any such requested notice or certification, and OWNER shall authorize such Additional Services as are necessary to enable ENGINEER to provide the notices or certifications requested.

H. ENGINEER shall not be required to sign any documents, no matter by whom requested, that would result in the ENGINEER's having to certify, guarantee or warrant the existence of conditions whose existence the ENGINEER cannot ascertain. OWNER agrees not to make resolution of any dispute with the ENGINEER or payment of any amount due to the ENGINEER in any way contingent upon the ENGINEER's signing any such certification.

I. During the Construction Phase, ENGINEER shall not supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

J. ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

K. ENGINEER shall not be responsible for the acts or omissions of any Contractor(s), subcontractor or supplier, or of any of the Contractor's agents or employees or any other persons (except ENGINEER's own employees) at the Site or otherwise furnishing or performing any of the Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by OWNER without consultation and advice of ENGINEER.

L. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (Document No. 1910-8, 1996 Edition) unless both parties mutually agree to use other General Conditions as specifically referenced in Exhibit J.

6.02 Authorized Project Representatives

A. Contemporaneous with the execution of this Agreement, ENGINEER and OWNER shall designate specific individuals to act as ENGINEER's and OWNER's representatives with respect to the services to be performed or furnished by ENGINEER and responsibilities of OWNER under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

6.03 Design without Construction Phase Services

A. Should OWNER provide Construction Phase services with either OWNER's representatives or a third party, ENGINEER's Basic Services under this Agreement will be considered to be completed upon completion of the Final Design Phase or Bidding or Negotiating Phase as outlined in Exhibit A.

B. It is understood and agreed that if ENGINEER's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, and that such services will be provided by OWNER, then OWNER assumes all responsibility for interpretation of the Contract Documents and for construction observation or review and waives any claims against the ENGINEER that may be in any way connected thereto.

6.04 Use of Documents

A. All Documents are instruments of service in respect to this Project, and ENGINEER shall retain an ownership and property interest therein (including the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed.

B. Copies of OWNER-furnished data that may be relied upon by ENGINEER are limited to the printed copies (also known as hard copies) that are delivered to the ENGINEER pursuant to Exhibit B. Files in electronic media format of text, data, graphics, or of other types that are furnished by OWNER to ENGINEER are only for convenience of ENGINEER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

C. Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

D. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. ENGINEER shall not be responsible to maintain documents stored in electronic media format after acceptance by OWNER.

E. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of this Project.

F. OWNER may make and retain copies of Documents for information and reference in connection with use on the Project by OWNER. Such Documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's Consultants. OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom.

G. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

H. Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

6.05 Insurance

A. ENGINEER shall procure and maintain insurance as set forth in Exhibit G, "Insurance."

B. OWNER shall procure and maintain insurance as set forth in Exhibit G, "Insurance." OWNER shall cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds on any general liability or property insurance policies carried by OWNER which are applicable to the Project.

C. OWNER shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.

D. OWNER and ENGINEER shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of ENGINEER's services and at renewals thereafter during the life of the Agreement.

E. All policies of property insurance shall contain provisions to the effect that ENGINEER's and ENGINEER's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder.

F. At any time, OWNER may request that ENGINEER, at OWNER's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by OWNER, with the concurrence of ENGINEER, and if commercially available, ENGINEER shall obtain and shall require ENGINEER's Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as

requested by OWNER, and Exhibit G will be supplemented to incorporate these requirements.

6.06 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. *For cause,*

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

b. By ENGINEER:

1) upon seven days written notice if ENGINEER believes that ENGINEER is being requested by OWNER to furnish or perform services contrary to ENGINEER's responsibilities as a licensed professional; or

2) upon seven days written notice if the ENGINEER's services for the Project are delayed or suspended for more than 90 days for reasons beyond ENGINEER's control.

3) ENGINEER shall have no liability to OWNER on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. *For convenience,*

a. By OWNER effective upon the receipt of notice by ENGINEER.

B. The terminating party under paragraphs 6.06.A.1 or 6.06.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow ENGINEER to demobilize personnel and equipment from the Site, to complete tasks which value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

6.07 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.08 Successors, Assigns, and Beneficiaries

A. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 6.08.B the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

B. Neither OWNER nor ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by OWNER or ENGINEER to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement

will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party. The OWNER agrees that the substance of the provisions of this paragraph 6.08.C shall appear in the Contract Documents.

6.09 Dispute Resolution

A. OWNER and ENGINEER agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under Exhibit H or other provisions of this Agreement, or under law. In the absence of such an agreement, the parties may exercise their rights under law.

B. If and to the extent that OWNER and ENGINEER have agreed on a method and procedure for resolving disputes between them arising out of or relating to this Agreement, such dispute resolution method and procedure is set forth in Exhibit H, "Dispute Resolution."

6.10 Hazardous Environmental Condition

A. OWNER represents to Engineer that to the best of its knowledge a Hazardous Environmental Condition does not exist.

B. OWNER has disclosed to the best of its knowledge to ENGINEER the existence of all Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Material located at or near the Site, including type, quantity and location.

C. If a Hazardous Environmental Condition is encountered or alleged, ENGINEER shall have the obligation to notify OWNER and, to the extent of applicable Laws and Regulations, appropriate governmental officials.

D. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Environmental Condition. In the event ENGINEER or any other party encounters a Hazardous Environmental Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition;

and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

E. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the Site in connection with ENGINEER's activities under this Agreement.

F. If ENGINEER's services under this Agreement cannot be performed because of a Hazardous Environmental Condition, the existence of the condition shall justify ENGINEER's terminating this Agreement for cause on 30 days notice.

6.11 Allocation of Risks

A. Indemnification

1. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless OWNER, OWNER's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants in the performance and furnishing of ENGINEER's services under this Agreement.

2. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of OWNER or

OWNER's officers, directors, partners, employees, and OWNER's consultants with respect to this Agreement or the Project.

3. To the fullest extent permitted by law, ENGINEER's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss, or damages caused in part by the negligence of ENGINEER and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that ENGINEER's negligence bears to the total negligence of OWNER, ENGINEER, and all other negligent entities and individuals.

4. In addition to the indemnity provided under paragraph 6.11.A.2 of this Agreement, and to the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER and its officers, directors, partners, employees, and ENGINEER's Consultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from a Hazardous Environmental Condition, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph 6.11.A.4. shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

5. The indemnification provision of paragraph 6.11.A.1 is subject to and limited by the provisions agreed to by OWNER and ENGINEER in Exhibit I, "Allocation of Risks," if any.

6.12 Notices

A. Any notice required under this Agreement will be in writing, addressed to the

appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

6.13 Survival

A. All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

6.14 Severability

A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

6.15 Waiver

A. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

6.16 Headings

A. The headings used in this Agreement are for general reference only and do not have special significance.

ARTICLE 7 - DEFINITIONS

7.01 Defined Terms

A. Wherever used in this Agreement (including the Exhibits hereto) and printed with initial or all capital letters, the terms listed below have the meanings indicated, which are applicable to both the singular and plural thereof:

1. *Addenda*-- Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Documents.

2. *Additional Services*-- The services to be performed for or furnished to OWNER by ENGINEER in accordance with Exhibit A, Part 2 of this Agreement.

3. *Agreement*-- This "Standard Form of Agreement between OWNER and ENGINEER for Professional Services," including those Exhibits listed in Article 8 hereof.

4. *Application for Payment*-- The form acceptable to ENGINEER which is to be used by Contractor in requesting progress or final payments for the completion of its Work and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

5. *Asbestos*-- Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

6. *Basic Services*-- The services to be performed for or furnished to OWNER by ENGINEER in accordance with Exhibit A, Part 1, of this Agreement.

7. *Bid*-- The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

8. *Bidding Documents*-- The advertisement or invitation to Bid, instructions to bidders, the Bid form and attachments, the Bid bond, if any, the proposed Contract Documents, and all Addenda, if any.

9. *Change Order*-- A document recommended by ENGINEER, which is signed by Contractor and OWNER to authorize an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Construction Agreement.

10. *Construction Agreement*-- The written instrument which is evidence of

the agreement, contained in the Contract Documents, between OWNER and Contractor covering the Work.

11. *Construction Contract*-- The entire and integrated written agreement between the OWNER and Contractor concerning the Work.

12. *Construction Cost*-- The cost to OWNER of those portions of the entire Project designed or specified by ENGINEER. Construction Cost does not include costs of services of ENGINEER or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or OWNER's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to OWNER pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.

13. *Contract Documents*-- Documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between OWNER and Contractor, Addenda (which pertain to the Contract Documents), Contractor's Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Construction Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

14. *Contract Price*-- The moneys payable by OWNER to Contractor for

completion of the Work in accordance with the Contract Documents and as stated in the Construction Agreement.

15. *Contract Times*-- The numbers of days or the dates stated in the Construction Agreement to: (i) achieve Substantial Completion, and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

16. *Contractor*-- An individual or entity with whom OWNER enters into a Construction Agreement.

17. *Correction Period*-- The time after Substantial Completion during which Contractor must correct, at no cost to OWNER, any Defective Work, normally one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee or specific provision of the Contract Documents.

18. *Defective*-- An adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty, or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment.

19. *Documents*-- Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by ENGINEER to OWNER pursuant to this Agreement.

20. *Drawings*-- That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.

21. *Effective Date of the Construction Agreement*-- The date

indicated in the Construction Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Construction Agreement is signed and delivered by the last of the two parties to sign and deliver.

22. *Effective Date of the Agreement*-- The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

23. *ENGINEER's Consultants*-- Individuals or entities having a contract with ENGINEER to furnish services with respect to this Project as ENGINEER's independent professional associates, consultants, subcontractors, or vendors. The term ENGINEER includes ENGINEER's Consultants.

24. *Field Order*-- A written order issued by ENGINEER which directs minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

25. *General Conditions*-- That part of the Contract Documents which sets forth terms, conditions, and procedures that govern the Work to be performed or furnished by Contractor with respect to the Project.

26. *Hazardous Environmental Condition*-- The presence at the Site of Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Materials in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

27. *Hazardous Waste*-- The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time-to-time.

28. *Laws and Regulations; Laws or Regulations*-- Any and all applicable laws, rules, regulations, ordinances, codes, standards, and orders of any and all

governmental bodies, agencies, authorities, and courts having jurisdiction.

29. *PCB's*-- Polychlorinated biphenyls.

30. *Petroleum*-- Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

31. *Radioactive Materials*-- Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

32. *Record Drawings*-- The Drawings as issued for construction on which the ENGINEER, upon completion of the Work, has shown changes due to Addenda or Change Orders and other information which ENGINEER considers significant based on record documents furnished by Contractor to ENGINEER and which were annotated by Contractor to show changes made during construction.

33. *Reimbursable Expenses*-- The expenses incurred directly by ENGINEER in connection with the performing or furnishing of Basic and Additional Services for the Project for which OWNER shall pay ENGINEER as indicated in Exhibit C.

34. *Resident Project Representative*-- The authorized representative of ENGINEER, if any, assigned to assist ENGINEER at the Site during the Construction Phase. The Resident Project Representative will be ENGINEER's agent or employee and under ENGINEER's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by OWNER. The duties and responsibilities of the Resident Project

Representative are as set forth in Exhibit D.

35. *Samples*-- Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

36. *Shop Drawings*-- All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to ENGINEER to illustrate some portion of the Work.

37. *Site*-- Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for use of Contractor.

38. *Specifications*-- That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

39. *Substantial Completion*-- The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

40. *Supplementary Conditions*-- That part of the Contract Documents which amends or supplements the General Conditions.

41. *Total Project Costs*-- The sum of the Construction Cost, allowances for contingencies, the total costs of services

of ENGINEER or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or OWNER's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to OWNER pursuant to Exhibit B of this Agreement.

42. *Work*--The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents with respect to this Project. Work includes and is the result of performing or furnishing labor, services, and documentation necessary to produce such construction and furnishing, installing, and incorporating all materials and all equipment into such construction, all as required by the Contract Documents.

43. *Work Change Directive*--A written directive to Contractor issued on or after the Effective Date of the Construction Agreement and signed by OWNER upon recommendation of the ENGINEER, ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

44. *Written Amendment*--A written amendment of the Contract Documents signed by OWNER and Contractor on or after the Effective Date of the Construction Agreement and normally dealing with the non-engineering or non-technical rather than strictly construction-related aspects of the Contract Documents.

ARTICLE 8 - EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits Included

A. Exhibit A, "ENGINEER's Services," consisting of 9 pages.

B. Exhibit B, "OWNER's Responsibilities," consisting of 3 pages.

C. Exhibit C, "Payments to Engineer for Services and Reimbursable Expenses," consisting of 3 pages.

D. Exhibit D, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative," consisting of 4 pages.

E. Exhibit E, "Notice of Acceptability of Work," consisting of 0 pages.

F. Exhibit F, "Construction Cost Limit," consisting of 0 pages.

G. Exhibit G, "Insurance," consisting of 2 pages.

H. Exhibit H, "Dispute Resolution," consisting of 0 pages.

I. Exhibit I, "Allocation of Risks," consisting of 0 pages.

J. Exhibit J, "Special Provisions," consisting of 0 pages.

K. APPENDIX 1 to Exhibit C, "Standard Hourly Rates Schedule," consisting of 1 page.

L. APPENDIX 2 "Project List" Consisting of 0 pages

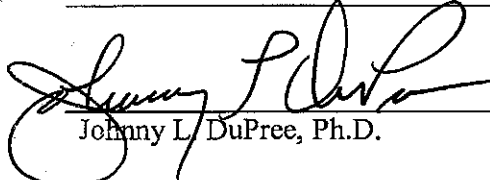
8.02 Total Agreement

A. This Agreement (consisting of pages 1 to 13 inclusive, together with the Exhibits identified above) constitutes the entire agreement between OWNER and ENGINEER and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

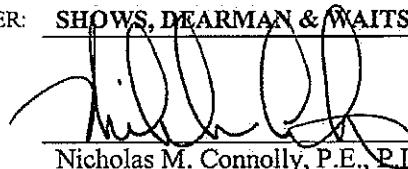
IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: CITY of HATTIESBURG

ENGINEER:  SHOWS, DEARMAN & WAITS, Inc.

By: 

Johnny L. DuPree, Ph.D.

By: 

Nicholas M. Connolly, P.E., P.L.S.

Title:

Mayor

Title:

Vice-President

Date

Signed:

8-6-13

Date

Signed:

7/22/2013

License or Certificate No. and State:

12791 - MS

Address for giving notices:

Address for giving notices:

P O Box 1898

P O Box 1711

Hattiesburg MS 39403-1898

Hattiesburg MS 39403-1711

Designated Representative (paragraph 6.02.4):

Designated Representative (paragraph 6.02.4):

Bert Kuyrkendall, P.E.

Nicholas M. Connolly, P.E., P.L.S.

Title:

City Engineer

Title:

Vice President

Phone Number:

(601) 545-4540

Phone Number:

(601) 544-1821

Facsimile Number:

(601) 545-4647

Facsimile Number:

(601) 544-0501

E-mail Address:

bkuyrkendall@hattiesburgms.com

E-mail Address:

nick@sd-w.com

This is **EXHIBIT A**, consisting of 9 pages, referred to in and part of the
Agreement between OWNER and ENGINEER for Professional Services
dated _____, 201__.

Initial:

OWNER _____

ENGINEER RLC

ENGINEER's Services

Article 1 of the Agreement is amended and supplemented to include the following agreement of the parties.
ENGINEER shall provide Basic and Additional Services as set forth below.

SCOPE of WORK

Design of bridge replacement with box bridge for bridge number 157 on South 28th Avenue.
To include:

- Structural design
- Hydraulic design
- Plans preparation
- Bidding
- Construction observation

PART I – BASIC SERVICES

A1.02 Preliminary Design Phase

A. Upon written authorization from OWNER, ENGINEER shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of the Project.
2. Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners.
3. Advise OWNER if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist OWNER in obtaining such reports, data, information, or services.
4. Based on the information contained in the Preliminary Design Phase documents, submit an opinion of probable Construction Cost and any adjustments to Total Project Costs known to ENGINEER, which will be itemized.
5. Perform or provide the following additional Preliminary Design Phase tasks or deliverables:
6. Furnish the Preliminary Design Phase documents to and review them with OWNER.
7. Submit to OWNER 2 final copies of the Preliminary Design Phase documents and revised opinion of probable Construction cost within 60 days after authorization to proceed with this phase.

B. ENGINEER's services under the Preliminary Design Phase will be considered complete on the date when final copies of the Preliminary Design Phase documents have been delivered to OWNER.

A1.03 Final Design Phase

A. After acceptance by OWNER of the Preliminary Design Phase documents and opinion of probable Construction Cost as determined in the Preliminary Design Phase, but subject to any OWNER-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from OWNER, ENGINEER shall:

1. On the basis of the above acceptance, direction, and authorization, prepare final Drawings indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. Specifications will be prepared, where appropriate, in general conformance with the 16-division format of the Construction Specifications Institute.
2. Provide technical criteria, written descriptions, and design data for OWNER's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project and assist OWNER in consultations with appropriate authorities.
3. Advise OWNER of any adjustments to the opinion of probable Construction Cost and any adjustments to Total Project Costs known to ENGINEER.
4. Perform or provide the following additional Final Design Phase tasks or deliverables:

5. Prepare and furnish Bidding Documents for review and approval by OWNER, its legal counsel, and other advisors, as appropriate, and assist OWNER in the preparation of other related documents.
 6. Submit 2 final copies of the Bidding Documents and a revised opinion of probable Construction Cost to OWNER within 60 days after authorization to proceed with this phase.
- B. In the event that the Work designed or specified by ENGINEER is to be performed or furnished under more than one prime contract, or if ENGINEER's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), OWNER and ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for performance of ENGINEER's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.
 - C. The number of prime contracts for Work designed or specified by ENGINEER upon which the ENGINEER's compensation has been established under this Agreement is one (1).
 - D. ENGINEER's services under the Final Design Phase will be considered complete on the date when the submittals required by paragraph A1.03.A.6 have been delivered to OWNER.

A1.04 *Bidding or Negotiating Phase*

- A. After acceptance by OWNER of the Bidding Documents and the most recent opinions of probable Construction Cost as determined in the Final Design Phase and upon written authorization by Owner to proceed, ENGINEER shall:
 1. Assist OWNER in advertising for and obtaining bids or negotiating proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-Bid conferences, if any, and receive and process Contractor deposits or charges for the Bidding Documents.
 2. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
 3. Consult with OWNER as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by Contractor for those portions of the Work as to which such acceptability is required by the Bidding Documents.
 4. Perform or provide the following additional Bidding or Negotiating Phase tasks or deliverables:
 5. Attend the Bid opening, prepare Bid tabulation sheets, and assist OWNER in evaluating Bids or proposals and in assembling and awarding contracts for the Work.
 6. The ENGINEER will perform all work in accordance with the City of Hattiesburg/*Home Procurement Guidelines* as applicable.
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractors (except as may be required if Exhibit F is a part of this Agreement).

A1.05 *Construction Phase*

A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from OWNER, ENGINEER shall:

1. *General Administration of Construction Contract.* Consult with OWNER and act as OWNER's representative as provided in the General Conditions. The extent and limitation of the duties, responsibilities and authority of ENGINEER as assigned in said General Conditions shall not be modified, except as ENGINEER may otherwise agree in writing. All of OWNER's instructions to Contractor will be issued through ENGINEER, who shall have authority to act on behalf of OWNER in dealings with contractor to the extent provided in this Agreement and said General Conditions except as otherwise provided in writing.
2. *Resident Project Representative (RPR).* Provide the services of an RPR at the Site to assist the ENGINEER and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not extend ENGINEER's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.
3. *Selecting Independent Testing Laboratory.* Assist OWNER in the selection of an independent testing laboratory to perform the services identified in paragraph B2.01.0.
4. *Pre-Construction Conference.* Participate in a Pre-Construction Conference prior to commencement of Work at the Site.
5. *Baselines and Benchmarks.* As appropriate, establish baselines and benchmarks for locating the Work, which in ENGINEER's judgment are necessary to enable Contractor to proceed.
6. *Visits to Site and Observation of Construction.* In connection with observations of Contractor's work in progress while it is in progress:
 - a) Make visits to the Site at intervals appropriate to the various stages of construction, as ENGINEER deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations by ENGINEER, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress or to involve detailed inspections of Contractor's work in progress beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on ENGINEER's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and such observations, ENGINEER will determine in general if Contractor's work is proceeding in accordance with the Contract Documents, and ENGINEER shall keep OWNER informed of the progress of the Work.
 - b) The purpose of ENGINEER's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by the exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, or for any failure of Contractor to comply with

Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

7. *Defective Work.* Recommend to OWNER that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
8. *Clarifications and Interpretation: Field Orders.* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. ENGINEER may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.
9. *Change Orders and Work Change Directives.* Recommend Change Orders and Work Change Directives to OWNER, as appropriate, and prepare Change Orders and Work Change Directives as required.
10. *Shop Drawings and Samples.* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. ENGINEER has an obligation to meet any CONTRACTOR's submittal schedule that has earlier been acceptable to ENGINEER.
11. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "of-equal" materials and equipment proposed by Contractor, but subject to the provisions of paragraph A2.02.A.2 or the Exhibit A.
12. *Inspections and Tests.* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. ENGINEER's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. ENGINEER shall be entitled to rely on the results of such tests.
13. *Disagreements between OWNER and Contractor.* Render formal written decisions on all claims of OWNER and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of Contractor's work. In rendering such decisions, ENGINEER shall be fair and not show partiality to OWNER or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
14. *Applications for Payment.* Based on ENGINEER's observations as an experienced and qualified design professional and on review of Application for Payment and accompanying supporting documentation:
 - a) Determine the amounts that ENGINEER recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute ENGINEER's representation to OWNER, based on such observations and review, that, to the best of

ENGINEER's knowledge, information and belief, Contractor's work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe Contractor's work. In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of Contractor's work (subject to any subsequent adjustments allowed by the Contract Documents). The responsibilities of ENGINEER contained in paragraph A1.05A.6a are expressly subject to the limitations set forth in paragraph A1.05A.6b and other express or general limitations in the Agreement and elsewhere.

- b) By recommending any payment, ENGINEER shall not thereby be deemed to have represented that observations made by ENGINEER to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. Neither ENGINEER's review of Contractor's work for the purposes of recommending payments nor ENGINEER's recommendation of any payment including final payment will impose on ENGINEER responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the work in progress, materials, or equipment has passed to OWNER free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.

15. *Contractor's Completion Documents.*

- a) Receive and review maintenance and operating instructions, schedules, and guarantees.
- b) Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under paragraph A1.05.A.10, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such ENGINEER's review will be limited as provided in paragraph A1.05.A.10.
- c) ENGINEER shall transmit these documents to OWNER.

16. *Substantial Completion.* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with OWNER and Contractor, conduct an inspection to determine if the Work is Substantially Complete. If after considering any objections of OWNER, ENGINEER considers the Work Substantially Complete, ENGINEER shall deliver a certificate of Substantial Completion to OWNER and Contractor.

17. *Additional Tasks.* Perform or provide the following additional Construction Phase tasks or deliverables:

18. *Final Notice of Acceptability of the Work.* Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that ENGINEER may recommend, in writing, final

payment to Contractor. Accompanying the recommendation for final payment, ENGINEER shall also provide a notice in the form attached hereto as Exhibit E (the "Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of paragraph A1.05A.14.b) to the best of ENGINEER's knowledge, information, and belief and based on the extent of the services provided by ENGINEER under this Agreement.

B. Duration of Construction Phase. The Construction Phase will commence with the execution of the first Construction Agreement for the Project or any part thereof and will terminate upon written recommendation by ENGINEER for final payment to Contractors. If the Project involves more than one prime contract as indicated in paragraph A1.03.C, Construction Phase services may be rendered at different times in respect to the separate contracts.

C. Limitation of Responsibilities. ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work. ENGINEER shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

A1.06 Post-Construction Phase

A. Upon written authorization from OWNER, ENGINEER, during the Post-Construction Phase, shall:

1. Provide assistance in connection with the testing and adjusting of Project equipment or systems.
2. Assist OWNER in training OWNER's staff to operate and maintain Project, equipment, and systems.
3. Assist OWNER in developing procedures for control of the operation and maintenance of, and record keeping for Project equipment and systems.
4. Together with OWNER, visit the Project to observe any apparent defects in the Work, assist OWNER in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.
5. Perform or provide the following additional Post-Construction Phase tasks or deliverables:
6. In company with OWNER or OWNER's representative, provide an inspection of the Project within one month before the end of the Correction Period to ascertain whether any portion of the Work is subject to correction.

B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate at the end of the Correction Period.

PART 2 – ADDITIONAL SERVICES

A2.01 Additional Service Requiring OWNER's Authorization in Advance

A. If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types listed below. These services will be paid for by OWNER as indicated in Article 4 of the Agreement.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents

prepared by others, and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.
3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by ENGINEER or its design requirements including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction, or method of financing, and revising previously accepted studies, reports, Drawings, Specifications, or contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond ENGINEER's control.
4. Services resulting from OWNER's request to evaluate additional Study and Report Phase alternative solutions.
5. Services required as a result of OWNER's providing incomplete or incorrect Project information with respect to Exhibit B.
6. Providing renderings or models for OWNER'S use.
7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting OWNER in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor, and audits or inventories required in connections with construction performed by OWNER.
8. Furnishing services of ENGINEER's Consultants for other than Basic Services.
9. Services attributable to more prime construction contracts than specified in paragraph A1.03.C.
10. Services during out-of-town travel required of ENGINEER other than for visits to the Site or OWNER's office.
11. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by OWNER; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
12. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices required by OWNER for the Work or a portion thereof.
13. Determining the acceptability of substitute materials and equipment proposed during the Bidding or Negotiating Phase when substitution prior to the award of contracts is allowed by the Bidding Documents.
14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required by Exhibit F.
15. Providing construction surveys and staking to enable Contractor to perform its work other than as required under paragraph A1.05.A.5, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.

16. Providing Construction Phase services beyond the Contract Times set forth in Exhibit C.
17. Providing assistance in resolving any Hazardous Environmental Condition in compliance with current Laws and Regulations.
18. Preparing and furnishing to OWNER Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.
19. Preparation of operation and maintenance manuals.
20. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other dispute resolution process related to the Project.
21. Providing more extensive services required to enable ENGINEER to issue notices or certifications requested by OWNER under paragraph 6.01.G of the Agreement.
22. Other services performed or furnished by ENGINEER not otherwise provided for in this Agreement.

A2.02 *Required Additional Services*

- A. ENGINEER shall perform or furnish, without requesting or receiving specific advance authorization from OWNER, the Additional Services of the types listed below. ENGINEER shall advise OWNER in writing promptly after starting any such Additional Services.
 1. Services in connection with Work Change directives and Change Orders to reflect changes requested by OWNER so as to make the compensation commensurate with the extent of the Additional Services rendered.
 2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the Construction Agreement in evaluating and determining the acceptability of a substitution that is found to be inappropriate for the Project or an excessive number of substitutions.
 3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 4. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) and occurrence of a Hazardous Environmental Condition, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
 5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by OWNER prior to Substantial Completion.
 6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.

This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the
Agreement between OWNER and ENGINEER for Professional Services
dated _____, 201__.

Initial:

OWNER _____
ENGINEER NE

OWNER's Responsibilities

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of OWNER as set forth in this Agreement, OWNER shall:

- A. Provide ENGINEER with all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications; and furnish copies of OWNER's standard forms, conditions, and related documents for ENGINEER to include in the Bidding Documents, when applicable.
- B. Furnish to ENGINEER any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- C. Following ENGINEER's assessment of initially-available Project information and data and upon ENGINEER's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable ENGINEER to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - 1. Property descriptions.
 - 2. Zoning, Deed, and other land use restrictions.
 - 3. Property, boundary easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 - 4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
 - 5. Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
 - 6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
- D. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of a Hazardous Environmental Condition or of any other development that affects the scope or time of performance of ENGINEER's services or any defect or nonconformance in ENGINEER's services or in the work of any Contractor.
- E. Authorize ENGINEER to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.

- F. Arrange for safe accesses to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under the Agreement.
- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as OWNER deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by ENGINEER and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Provide, as required for the Project:
 - 1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
 - 2. Legal services with regard to issue pertaining to the Project as OWNER requires, Contractor raises, or ENGINEER reasonably requests.
 - 3. Such auditing services as OWNER requires to ascertain how or for what purpose Contractor has used the moneys paid.
 - 4. Placement and payment for advertisement for Bids in appropriate publications.
- J. Advise ENGINEER of the identity and scope of services of any independent consultants employed by OWNER to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- K. Furnish to ENGINEER data as to OWNER's anticipated costs for services to be provided by others for OWNER so that ENGINEER may make the necessary calculations to develop and periodically adjust ENGINEER's opinion of Total Project Costs.
- L. If OWNER designates a construction manager or an individual or entity other than, or in addition to, ENGINEER to represent OWNER at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of ENGINEER.
- M. If more than one prime contract is to be awarded for the Work designed or specified by ENGINEER, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of ENGINEER as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- N. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.
- O. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of OWNER, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- P. Provide inspection or monitoring services by an individual or entity other than ENGINEER (and disclose the identity of such individual or entity to ENGINEER) as OWNER determines necessary to verify:

1. That Contractor is complying with any Laws and Regulations applicable to Contractor's performing and furnishing the Work.
 2. That Contractor is taking all necessary precautions for safety of persons or property and complying with any special provisions of the Contract Documents applicable to safety.
- Q. Provide ENGINEER with the findings and reports generated by the entities providing services pursuant to paragraphs B2.01.0 and P.
- R. Perform or provide the following additional services: N/A

This is **EXHIBIT C**, consisting of 3 pages, referred to in and part of the
Agreement between OWNER and ENGINEER for Professional Services
dated _____, 201_____.

Initial:

OWNER _____

ENGINEER MC

Payments to ENGINEER for Services and Reimbursable Expenses

Article 4 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 4 – PAYMENTS to the ENGINEER

C4.01 For Basic Services having a Determined Scope – Lump Sum Method of Payment

A. OWNER shall pay ENGINEER for Basic Services set forth in Exhibit A, except for services of ENGINEER's Resident Project Representative and Post-Construction Phase services, if any, as follows:

1. A Lump sum amount of \$14,500.00 based on the percentage complete of the project during critical times of the design period.
2. ENGINEER may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump sum amount unless approved in writing by the OWNER.
3. The Lump sum includes compensation for ENGINEER's services and services of ENGINEER's Consultants, if any. Appropriate amounts have been incorporated in the Lump sum to account for labor, overhead, profit, and Reimbursable Expenses.
4. The portion of the Lump sum amount billed for ENGINEER's services will be based upon ENGINEER's estimate of the proportion of the total services actually completed during the billing period to the Lump sum.
5. The Lump Sum is conditioned on Contract Times to complete the Work not exceeding

12 months. Should the Contract Times to complete the Work be extended beyond this period, the total compensation to ENGINEER shall be appropriately adjusted.

6. If more prime contracts are awarded for Work designed or specified by ENGINEER for this Project than identified in Exhibit A, the ENGINEER shall be compensated an additional amount equal to \$ N/A for all Basic Services for each prime contract added.

C4.02 For Basic Services having an Undetermined Scope – Salary Costs Times a Factor Method of Payment

A. OWNER shall pay ENGINEER for:

1. *Resident Project Representative Services.* For services of ENGINEER's resident project representative, if any, under paragraph A1.05, A.2.a of Exhibit A, an amount equal to the ENGINEER's salary costs times a factor of 3 for services of ENGINEER's employees engaged directly in resident project representation, plus reimbursable expenses and ENGINEER's consultant's charges, if any.

FEES NOT TO EXCEED: \$8,500.00

2. *Post-Construction Phase Services.* For Post-Construction Phase services under paragraph A1.06 of "Exhibit A," an amount equal to the ENGINEER's Salary Costs times a factor of 3 for services of ENGINEER's employees engaged directly on the Project, plus Reimbursable Expenses and

ENGINEER's Consultant's charges, if any in the Post-Construction Phase. The total compensation under this paragraph is estimated to be \$N/A.

3. *Laboratory Testing Services:* For services of independent testing laboratory under direction of ENGINEER, an amount equal to a sum of \$N/A for services set forth under Paragraph A.1.05.3.

C4.03 *For Additional Services*

- A. OWNER shall pay ENGINEER for Additional Services as follows:

1. *General.* For services of ENGINEER's employees engaged directly on the Project pursuant to paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under paragraph A2.01.A.20, an amount equal to the cumulative hours charges to the Project by each ENGINEER's employees times the ENGINEER's applicable Salary Costs times a Factor of 3, plus Reimbursable Expenses and ENGINEER's Consultant's charges, if any.
2. *Serving as a Witness.* For services performed by ENGINEER's employees as witnesses giving testimony in any litigation, arbitration, or other legal or administrative proceeding under paragraph A2.01.A.20, at the rate of \$1,500 per day or any portion thereof (but compensation for time spent in preparing to testify in any such litigation, arbitration, or proceeding will be on the basis provided in paragraph C4.03.A.I). Compensation for ENGINEER's Consultants for such services will be on the basis provided in paragraph C4.05.

C4.04 *For Reimbursable Expenses*

- A. When not included in compensation for Basic Services under paragraph C4.01, OWNER shall pay ENGINEER for Reimbursable Expense at the rate set forth in Appendix 1 of this Exhibit C.
- B. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of

Resident Project Representative and their assistance; toll telephone calls and telegrams; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A, and, if authorized in advance by OWNER, overtime work requiring higher than regular rates. In addition, if authorized in advance by OWNER, Reimbursable Expenses will also include expenses incurred for computer time and the use of other highly specialized equipment.

- C. The amounts payable to ENGINEER for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by ENGINEER, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a Factor of 1.25.

- D. The Reimbursable Expenses Schedule will be adjusted annually (as of January 01, 2013) to reflect equitable changes in the compensation payable to ENGINEER.

C4.05 *For ENGINEER's Consultant's Charges*

- A. Whenever compensation to ENGINEER herein is stated to include charges of ENGINEER's Consultants, those charges shall be the amounts billed by ENGINEER's Consultants to ENGINEER times a Factor of 1.25.

C4.06 *Salary Costs*

- A. Salary Costs means salaries and wages paid to ENGINEER's employees plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation, and holiday pay applicable thereto.
- B. The Salary Costs and the Factor applied to Salary Costs will be adjusted annually (as of January 01, 2013) to reflect equitable changes in the compensable payable to ENGINEER.

C4.07 *Factors*

- A. The Salary Costs Factor includes the cost of general and administrative overhead which includes salaries and wages of principals and employees engaged in business operations not directly chargeable to projects, plus non-Project operating costs, including but not limited to, business taxes, legal, rent utilities, office supplies, insurance, and other operating costs; plus operating margin or profit.
- B. External Reimbursable Expenses and ENGINEER's Consultant's Factors include ENGINEER's overhead and profit associated with ENGINEER's responsibility for the administration of such services and costs.

C4.08 *Other Provisions Concerning Payment*

- A. *Preparation of Invoices.* The portion of the amounts billed for ENGINEER's services which are identified in paragraphs C4.02 and C4.03 will be based on the applicable Salary Costs for the cumulative hours charged to the Project during the billing period by all of ENGINEER's employees, times the Salary Costs factor, plus Reimbursable Expenses and ENGINEER's Consultant's charges incurred, if any.
- B. *Extended Contract Times.* Should the Contract Times to complete the Work be extended beyond the period identified in paragraph C4.01, payment for ENGINEER's services on the basis of the Salary Costs Times a Factor Method of Payment shall be continued.
- C. *Estimated Compensation Amounts*
 - 1. ENGINEER's estimate of the amounts that will become payable for Basic Services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to ENGINEER under the Agreement.

When estimated compensation amounts have been stated herein and it subsequently becomes apparent to ENGINEER that a compensation amount thus estimated will be exceeded, ENGINEER shall give OWNER written notice thereof. Promptly thereafter OWNER and ENGINEER shall review the matter of services remaining to be performed and compensation for such

services. OWNER shall either agree to such compensation exceeding said estimated amount or OWNER and ENGINEER shall agree to a reduction in the remaining services to be rendered by ENGINEER, so that total compensation for such services will not exceed said estimated amount when such services are completed. If ENGINEER exceeds the estimated amount before OWNER and ENGINEER have agreed to an increase in the compensation due ENGINEER or a reduction in the remaining services, the ENGINEER shall be paid for all services rendered hereunder.

This is **EXHIBIT D**, consisting of 4 pages, referred to in and part of the
Agreement between OWNER and ENGINEER for Professional Services
dated _____, 201__.

Initial:

OWNER _____

ENGINEER MC

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Paragraph 1.01C of the Agreement is amended and supplemented to include the following agreement of the parties:

D6.02 Resident Project Representative

- A. ENGINEER shall furnish a Resident Project Representative (RPR), assistants, and other field staff to assist ENGINEER in observing progress and quality of the Work. The RPR, assistants, and other field staff under this Exhibit D may provide full time representation or may provide representation to a lesser degree.
- B. Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the Work. However, ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Contractor's Work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the specific limitations set forth in section A.1.05 of Exhibit A of the Agreement are applicable.
- C. The duties and responsibilities of the RPR are limited to those of ENGINEER in the Agreement with the OWNER and in the Contract Documents, and are further limited and described as follows:
 1. *General:* RPR is ENGINEER's agent at the Site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with ENGINEER and Contractor, keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.
 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with ENGINEER concerning acceptability.
 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
 4. *Liaison:*
 - a) Serve as ENGINEER's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents.

- b) Assist ENGINEER in serving as OWNER's liaison with Contractor when Contractor's operations affect OWNER's on-Site operations.
 - c) Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.
5. *Interpretation of Contract Documents:* Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by ENGINEER.
6. *Shop Drawings and Samples:*
- a) Record date of receipt of Samples and approved Shop Drawings.
 - b) Receive Samples which are furnished at the Site by Contractor, and notify ENGINEER of availability of Samples for examination.
 - c) Advise ENGINEER and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by ENGINEER.
7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to Contractor in writing decisions as issued by ENGINEER.
8. *Review of Work and Rejection of Defective Work:*
- a) Conduct on-Site observations of Contractor's work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b) Report to ENGINEER whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in 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 ENGINEER of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
9. *Inspections, Tests, and System Startups:*
- a) Consult with ENGINEER in advance of scheduled major inspections, tests and systems startups of important phases of the Work.
 - b) Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate OWNER's personnel, and that Contractor maintains adequate records thereof.
 - c) Observe, record, and report to ENGINEER appropriate details relative to the test procedures and systems startups.
 - d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of the inspections, and report to ENGINEER.

10. *Records:*

- a) Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project related documents.
- b) Prepare a daily report or keep a diary or log book, recording Contractor's hours on the site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
- c) Record names, addresses and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.
- d) Maintain records for use in preparing Project documentation.
- e) Upon completion of the Work, furnish original set of all RPR Project documentation to ENGINEER.

11. *Reports:*

- a) Furnish to ENGINEER periodic reports as required of progress of the work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b) Draft and recommend to ENGINEER proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c) Furnish to ENGINEER and OWNER copies of all inspection, test, and system startup reports.
- d) Report immediately to ENGINEER the occurrence of any Site accidents, any Hazardous Environmental Conditions, emergencies, or acts of God endangering the work, and property damaged by fire or other causes.

12. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the work.

13. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to ENGINEER for review and forwarding to OWNER prior to payment for that part of the Work.

14. *Completion:*

- a) Before ENGINEER issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion of correction.
- b) Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Work.

- c) Participate in a final inspection in the company of ENGINEER, OWNER, and Contractor and prepare a final list of items to be completed or corrected.
- d) Observe whether all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance and issuance of the Notice of Acceptability of the Work.

D. Resident Project Representative shall not:

- 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
- 2. Exceed limitations of ENGINEER's authority as set forth in the Agreement or the contract Documents.
- 3. Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.
- 4. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.
- 5. Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the activities or operations of OWNER or Contractor.
- 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by ENGINEER.
- 7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
- 8. Authorize OWNER to occupy the Project in whole or in part.

This is **EXHIBIT G**, consisting of 2 pages, referred to in and part of the
Agreement between OWNER and ENGINEER for Professional Services
dated _____, 201__.

Initial:

OWNER _____
ENGINEER NC

Insurance

Paragraph 6.05 of the Agreement is amended and supplemented to include the following agreement of the parties.

G6.05 Insurance

A. The limits of liability for the insurance required by paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By ENGINEER:

- | | |
|--|-------------|
| a. Worker's Compensation | Statutory |
| b. Employer's Liability-- | |
| 1) Each Accident: | \$100,000 |
| 2) Disease, Policy Limit: | \$500,000 |
| 3) Disease, Each Employee: | \$100,000 |
| c. General Liability-- | |
| 1) Each Occurrence (Bodily Injury and Property Damage) | \$1,000,000 |
| 2) General Aggregate: | \$2,000,000 |
| d. Excess or Umbrella Liability-- | |
| 1) Each Occurrence: | N/A |
| 2) General Aggregate | N/A |
| e. Automobile Liability-- | |
| 1) Bodily Injury: | |
| a) Each Accident | N/A |
| 2) Property Damage: | |
| a) Each Accident | N/A |
| [or] | |
| 1) Combined Single Limit (Bodily Injury and Property Damage) | |
| a) Each Accident | \$1,000,000 |
| f. Other (Specify): | |
| a) Professional Liability | \$1,000,000 |

2. By OWNER:

- | | Statutory |
|---|-----------|
| a. Worker's Compensation: | |
| b. Employer's Liability-- | |
| 1) Each Accident | \$ _____ |
| 2) Disease, Policy Limit | \$ _____ |
| 3) Disease, Each Employee | \$ _____ |
| c. General Liability-- | |
| 1) General Aggregate: | \$ _____ |
| 2) Each Occurrence (Bodily Injury and Property Damage): | \$ _____ |
| d. Excess Umbrella Liability-- | |
| 1) Each Occurrence | \$ _____ |
| 2) General Aggregate: | \$ _____ |
| e. Automobile Liability-- | |
| 1) Bodily Injury: | |
| a) Each Accident | \$ _____ |
| 2) Property Damage: | |
| b) Each Accident | \$ _____ |
| [or] | |
| 1) Combined Single Limit (Bodily Injury and Property Damage): | |
| a) Each Accident | \$ _____ |
| f. Other (Specify): | |
| _____ | \$ _____ |

B. *Additional Insureds*

1. The following persons or entities are to be listed on OWNER's policies of insurance as additional insureds as provided in paragraph 6.05.B:

- a. _____
ENGINEER

This is **APPENDIX 2 to EXHIBIT C**, consisting of 1 page, referred to in and part of the
Agreement between OWNER and ENGINEER for Professional Services
dated _____, 201__.

Initial:

OWNER _____

ENGINEER NC

Standard Hourly Rates Schedule

Current agreements for engineering services stipulate that the standard hourly rates are subject to review and adjustment per Exhibit C. Hourly rates for services performed on the date of the Agreement are:

Billing Class 9	Principal Engineer	\$150/hour
Billing Class 8	Staff Manager	\$ 0 /hour
Billing Class 7	Chief Engineer	\$125/hour
Billing Class 6	Project Engineer	\$105/hour
Billing Class 5	Professional IV	\$ 0/hour
Billing Class 4	AutoCAD	\$ 75/hour
Billing Class 3	Inspector	\$ 75/hour
Billing Class 2	Party Chief	\$ 70/hour
Billing Class 1	Rodman	\$ 40/hour
Principal		\$ 0/hour
Support Staff		\$ 0/hour



City of Hattiesburg, MS

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

Master

File Number: 2013-0478

File ID: 2013-0478

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In Control: City Council

File Created: 08/02/2013

Brief Title: USM Fire Protection Agreement for 2013-2014

Final Action: 08/06/2013

Minute Book Number: MB2013-219-220

Title: Authorize Mayor to execute Fire Protection Agreement between the University of Southern Mississippi and the City of Hattiesburg to provide fire protection and related services for a one (1) year term, from July 1, 2013 to June 30, 2014, in the amount of Ninety-five Thousand Six Hundred Fifty-two dollars and zero cents (\$95,652.00)

Notes:

Sponsors:

Enactment Date:

Attachments: USM Fire Protection Agreement for 2013-2014,
executed USM Fire Protection Agreement for
2013-2014

Enactment Number:

Contact:

Meeting Date: 08/06/2013

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	08/06/2013					
1	City Council	08/06/2013	Authorize				Pass

Action Text: A MOTION was made by Council Member Naylor and seconded by Council Member Carroll to Authorize Mayor to execute Fire Protection Agreement between the University of Southern Mississippi and the City of Hattiesburg to provide fire protection and related services for a one (1) year term, from July 1, 2013 to June 30, 2014, in the amount of Ninety-five Thousand Six Hundred Fifty-two dollars and zero cents (\$95,652.00)

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

Yeas: 4 - Bradley, Carroll, Dryden and Naylor

Nays: 0

Absent: 1 - Delgado

Yea: 4 Council Member Bradley
Council Member Carroll
Council Member Dryden
Council Member Naylor

TEL-No Vote: 0

Text of Legislative File 2013-0478

Title

Authorize Mayor to execute Fire Protection Agreement between the University of Southern Mississippi and the City of Hattiesburg to provide fire protection and related services for a one (1) year term, from July 1, 2013 to June 30, 2014, in the amount of Ninety-five Thousand Six Hundred Fifty-two dollars and zero cents (\$95,652.00)

Summary

USM Fire Protection for 2012

Budget Information

Municipal Fire Protection

Expenditure Type

Contract

**FIRE PROTECTION AGREEMENT BY AND BETWEEN THE CITY
OF HATTIESBURG AND THE UNIVERSITY OF SOUTHERN
MISSISSIPPI**

STATE OF MISSISSIPPI

COUNTY OF FORREST

THIS AGREEMENT is made and entered into on this the 1st day of July, 2013,
between the City of Hattiesburg (“City”) and the University of Southern Mississippi
(“University”) for fire protection and related services.

RECITALS

1. The University of Southern Mississippi campus is a legally constituted fire district, created pursuant to the statutory laws of the State of Mississippi as evidenced by Ordinance No. 1687 of the City of Hattiesburg, adopted on August 19, 1970.
2. It is the desire of the University that the City provide fire protection and related services to the aforesaid fire district to the same extent such protection and services are provided to the citizens of the City.
3. It has been determined that the City has the capability of providing the protection and services contemplated by the terms of this Agreement.
4. It is the desire of the parties to terminate all previous agreements relating to the providing of fire protection and related services to the University by the City.

AGREEMENT

1. Services: The City shall furnish to the University, fire protection and related services to the University to the same extent and at that same level provided to its Citizens.
2. Terms: The term of this Agreement shall be for one (1) years and shall commence on July 1, 2013 and shall terminate on June 30, 2014.
3. Consideration: During the term of this Agreement, the University shall pay unto the City an annual fee that is due by August 31 each year according to the following fees schedule:

August 31, 2013 \$95,652.00

4. Review and Adjustments: Annually and on or before the 1st day of May of each year of this Agreement, the protection and services being provided to the University by the City shall be reviewed by the University and appropriate members of the Hattiesburg Fire Department to determine whether or not there is any need to increase the level of services being provided by the City of to meet some specialized need of the University. If it is determined that there is a need to increase the level of services being provided to the University or if it is determined that there exists a specialized need by the University for fire protection, then and in that event, the annual fee herein provided shall be adjusted to compensate the City for the increased level of services or meeting the specialized needs of the University.
5. Related Services: The City shall provide support for all emergency situations on the University campus, including but not limited to incidents of hazardous waste spills and cleanup, persons trapped in elevators, concerts and other events of

public safety concerns. The University agrees to replace all materials used by the City in addressing any hazardous waste spill occurring on campus.

6. Communications: The University shall provide and maintain fire alarms, telephone lines and radio frequencies in order to establish more efficient communications between the Hattiesburg Fire Department and the University personnel at the Physical Plant Department and the Campus Police.
7. Fire Protection Systems: The University shall be responsible for maintenance and/or replacement of all fire extinguishers, sprinkler systems, water mains and fire hydrants and fire flow infrastructure located on campus and under its dominion and control consistent with established standards and provide the City with a current map detailing the location of all hydrants, valves and water mains.
8. Fire Prevention and Fire Safety Education: The University Safety Department shall have primary responsibility for fire and safety inspections of all University buildings and for fire safety education on campus. The Chief of Fire Prevention of the City of Hattiesburg shall provide technical support for life and property safety on campus. The Director of the Physical Plant of the University or a representative will serve as the primary liaison officer between the University and the Fire Prevention Office of the City of Hattiesburg Fire Department.
9. Emergency Response: In all situations of emergency nature other than law enforcement and emergency medical response, the City of Hattiesburg Fire Chief or his representative shall be the officer in charge. The University agrees to provide support services from the Physical Plant Department and Campus Police to insure order and public safety during such emergencies.

10. Entire Agreement and Binding Effect: This Agreement constitutes the entire Agreement between the City and University. No prior written, contemplation, subsequent oral promises or representations shall be binding. This Agreement shall not be amended or changed except by written instrument signed by all parties hereto. Captions herein are for the convenience of the parties only and neither limit nor expand the intent, purpose or meaning of this Agreement.

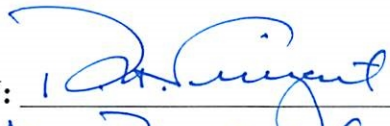
IN WITNESS WHERE, the parties have executed this Agreement as of the date and year first above written,

CITY OF HATTIESBURG, MS

BY: _____
MAYOR

UNIVERSITY OF SOUTHERN MISSISSIPPI

ATTEST:

BY: 
Vice President for Finance
and Administration

BY: _____
CITY CLERK

**FIRE PROTECTION AGREEMENT BY AND BETWEEN THE CITY
OF HATTIESBURG AND THE UNIVERSITY OF SOUTHERN
MISSISSIPPI**

STATE OF MISSISSIPPI

COUNTY OF FORREST

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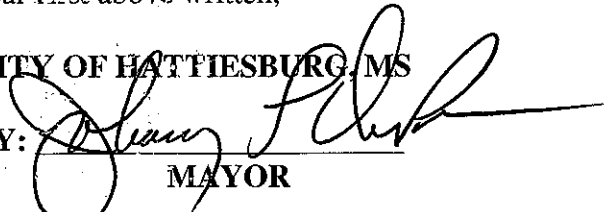
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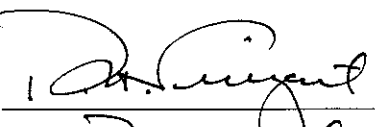
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CITY OF HATTIESBURG, MS

BY: 

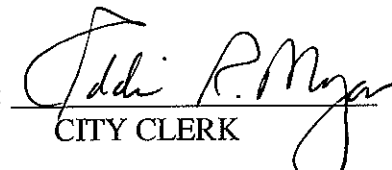
MAYOR

UNIVERSITY OF SOUTHERN MISSISSIPPI

BY: 

*Vice President for Finance
and Administration*

ATTEST:

BY: 

CITY CLERK



City of Hattiesburg, MS

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

Master

File Number: 2013-0479

File ID: 2013-0479

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

File Created: 08/02/2013

Brief Title: Amendment to generator maintenance agreement

Final Action: 08/06/2013

Minute Book Number: MB2013-220

Title:

Approve and authorize execution of amendment to professional services agreement approved at MB 2012-1/201 between the City and Chain Electric Company for maintenance on generators at City owned facilities, per terms outlined in the agreement. (Amendment will add eight additional generators to the agreement)

Notes:

Sponsors:

Enactment Date:

Attachments: Generator maintenance agreement - amendment, executed Generator maintenance agreement - amendment

Enactment Number:

Contact:

Meeting Date: 08/06/2013

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	08/06/2013					
1	City Council	08/06/2013	Approve and Authorize				Pass

Action Text: A MOTION was made by Council Member Naylor and seconded by Council Member Carroll to Approve and authorize execution of amendment to professional services agreement approved at MB 2012-1/201 between the City and Chain Electric Company for maintenance on generators at City owned facilities, per terms outlined in the agreement. (Amendment will add eight additional generators to the agreement)

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

Yeas: 4 - Bradley, Carroll, Dryden and Naylor

Nays: 0

Absent: 1 - Delgado

Yea: 4 Council Member Bradley
 Council Member Carroll
 Council Member Dryden
 Council Member Naylor

TEL-No Vote: 0

Text of Legislative File 2013-0479

Title

Approve and authorize execution of amendment to professional services agreement approved at MB 2012-1/201 between the City and Chain Electric Company for maintenance on generators at City owned facilities, per terms outlined in the agreement. (Amendment will add eight additional generators to the agreement)

Summary

Amendment to generator maintenance agreement

Budget Information

Expenditure Type

Purchasing Item

Publication Information



1308½ W. Pine Street
P. O. Box 2058
Hattiesburg, MS 39403-2058
Telephone (601) 545-3800
FAX (601) 584-8320
e-mail: bchain@bchain.com

July 30, 2013

City of Hattiesburg
Attn: Eddie Myers

RE: Addition of Generators to Maintenance Contract

Per your request, please accept this as our proposal to add 8 generator units, as listed below, to the existing City of Hattiesburg Generator Maintenance Agreement schedule for the remaining 2 years of the agreement.

Generator Units

- 1 - Sanitation Dept. – KOHLER 80kW
- 2 - Bobby L. Chain Airport Maintenance Portable Trailer Type – Taylor 150kW
- 3 - Public Works – Portable Trailer Type – Taylor 80kW
- 4 - Water and Sewer – Portable Trailer Type – Cummins 60kW
- 5 - Water and Sewer – Portable Trailer Type – Cummins 40kW
- 6 - Water and Sewer – Burkett Station South Lagoon – KOHLER 125kW
- 7 - Water and Sewer – Lincoln/28th Ave Booster Station – CAT 155kW
- 8 - Fire Station #1 – KOHLER 125 kW

Yearly Cost for Additional Generators 2013-2014

2013 - \$ 5,798.00

2014 - \$ 5,912.00

Pricing includes 3.5% Contractors Tax.

Current Maintenance Agreement terms and conditions apply.

If you have any questions or concerns, please call me at 601-545-3800 or 601-596-5152.

Thank you,


Harvey Simmons
Manager, Commercial and Industrial Division

Accepted By: _____
City of Hattiesburg

Date: _____



1308½ W. Pine Street
P. O. Box 2058
Hattiesburg, MS 39403-2058
Telephone (601) 545-3800
FAX (601) 584-8320
e-mail: bchain@bchain.com

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Pricing includes 3.5% Contractors Tax.
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Thank you,

Harvey Simmons

Manager, Commercial and Industrial Division

Accepted By:

City of Hattiesburg

Date:

8-6-13



City of Hattiesburg, MS

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

Master

File Number: 2013-0460

File ID: 2013-0460

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 07/30/2013

Brief Title: Acknowledge receipt of the two bid purchase docket
for the period of June 25, 2013 through July 29, 2013

Final Action:

Minute Book Number: MB2013-221

Title:

Acknowledge receipt of the two bid purchase docket for the period of June 25, 2013 through July 29, 2013 as provided for in Section 31-7-13 (b) of the Mississippi Code of 1972

Notes:

Sponsors:

Enactment Date:

Attachments: 08-06-Two Quote Docket

Enactment Number:

Contact:

Meeting Date: 08/06/2013

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/06/2013					

Text of Legislative File 2013-0460

Title

Acknowledge receipt of the two bid purchase docket for the period of June 25, 2013 through July 29, 2013 as provided for in Section 31-7-13 (b) of the Mississippi Code of 1972

Summary

Acknowledge receipt of the two bid purchase docket for the period of June 25, 2013 through July 29, 2013



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: Michael Pope, Purchasing Department

DATE: July 30, 2013

SUBJECT: Unadvertised Bid Docket Acknowledgment

Attached is the purchase docket for the period of June 25, 2013, through July 29, 2013 covering purchases requiring the obtaining of a minimum of two bids as defined in Section 31-7-13 (B) of the Mississippi Code.

This report is submitted for your review and acknowledgment on the minutes of the City Council. Should there be any questions, please do not hesitate to contact my office.

MAP

CITY OF HATTIESBURG UNADVERTISED BID PURCHASES
JUNE 25, 2013 - JULY 29, 2013

SUCCESSFUL BID/ OTHER BID	BID RECEIVED	BID AWARDED	BID AMOUNT	PURCHASE ORDER	ITEM DESCRIPTION
MYERS UNDERGROUND UTILITIES LLC	06/27/13	06/27/13	43,500.00	134500	4TH STREET DRAINAGE IMPROVEMENTS WEST OF MA
HENSLEY R LEE CONTRACTING INC	06/27/13	06/27/13	53,281.57		
POWELL CONSTRUCTION SERVICES INC	06/27/13	06/27/13	29,975.00	134530	RELOCATION OF TRAFFIC LIGHT AT 21ST & HARDY
CHAIN ELECTRIC COMPANY	06/27/13	06/27/13	32,500.00		
EMERGENCY EQUIPMENT PROFESSIONAL INC	07/03/13	07/03/13	5,361.00	134636	TECHNICAL RESCUE EQUIPMENT FOR RESPONSES
RESCUE TECHNOLOGY	07/03/13	07/03/13	6,116.61		
ROCK-N-RESCUE	07/03/13	07/03/13	7,736.01		
CHAIN ELECTRIC COMPANY	07/09/13	07/09/13	45,000.00	134729	NEW 60KW, 120/240V, 3PH CUMMINS DIESEL GENERA
POWER PRO TECH SERVICES INC	07/09/13	07/09/13	47,988.00		
GROVER'S PAINTING INC	07/25/13	07/25/13	47,500.00	135260	HATTIESBURG TRAIN DEPOT-EXTERIOR PAINTING
SPECIALTY SERVICES LLC	07/25/13	07/25/13	147,850.00		
SMITH PAINTING AND CONTRACTING INC	07/25/13	07/25/13	194,266.00		
C D W GOVERNMENT	07/29/13	07/29/13	23,985.00	135311	BACK UP SYSTEM FOR EMAIL
UNITRENDS, INC.	07/29/13	07/29/13	27,821.00		

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
 POINT OF CONTACT:

Page 1
 Date 06/27/13
 PO No. 134500
 Req No. 1963

VENDOR MAILING:
 MYERS UNDERGROUND UTILITIES, LLC
 408 RYAN RD
 HATTIESBURG MS 39401-2108

WAITTS, SHARON
 VENDOR # 00080169
 (601) 5454640

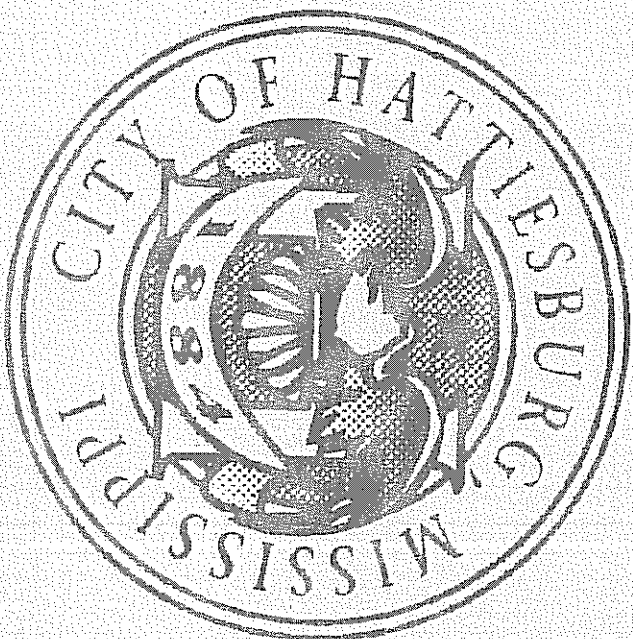
SHIP TO :
 CITY OF HATTIESBURG
 ENGINEERING/PUBLIC SERVICES
 212 WEST FRONT STREET-CENTENNIAL BLDG
 HATTIESBURG MS 39401

PROCESSING CODE:

PROJECT LINE: 4TH STREET DRAINAGE IMPROVEMENTS WEST OF MAIN STREET

SEND METHOD 1 (601)5444189

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
001206.6360	DRAINAGE IMPROVEMEN	1.00	EA	43,500.0000	43,500.00
per attached plans.					



TOTAL CONTRACT AMOUNT NOT TO EXCEED

43,500.00

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

THIS PO NUMBER MUST APPEAR
 ON ALL PACKAGES & INVOICES.

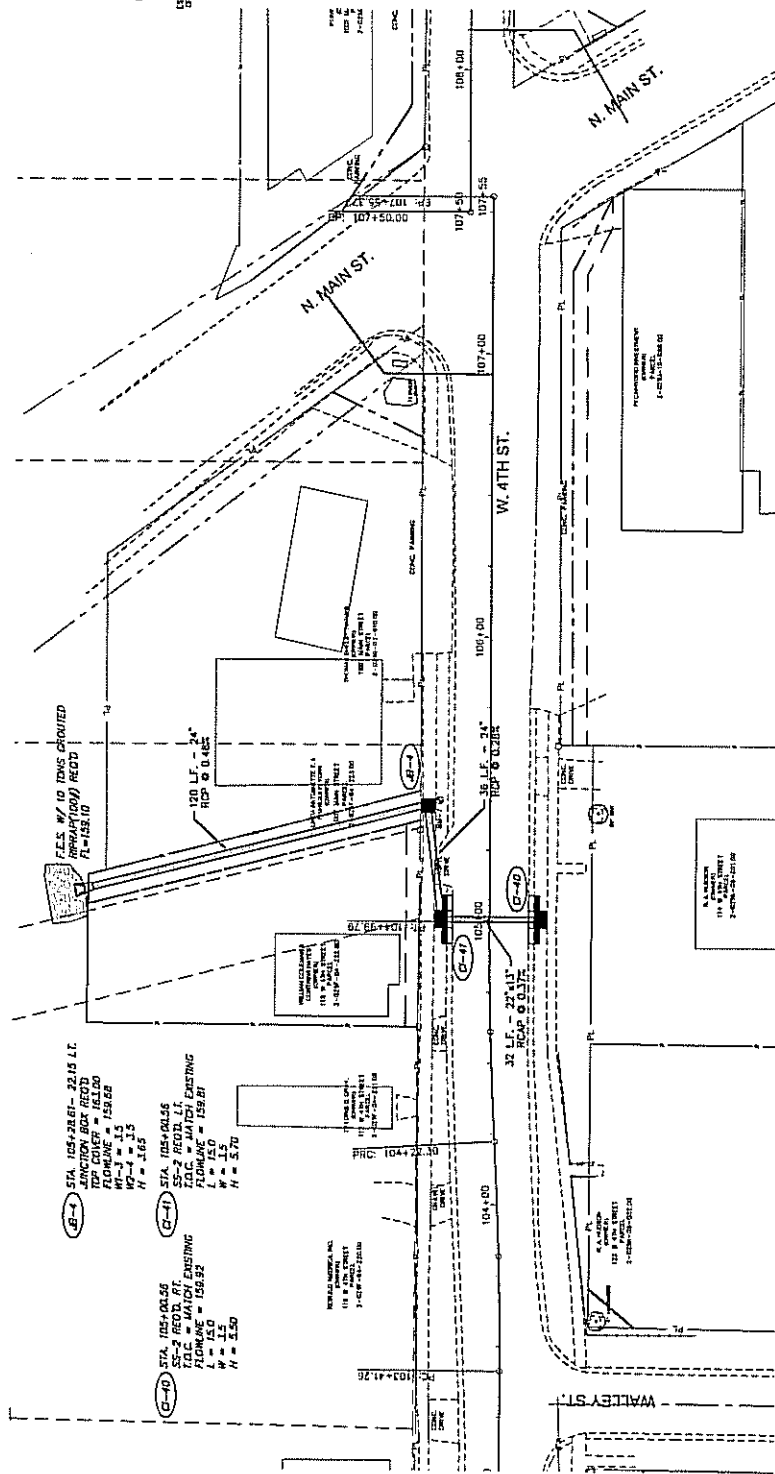
FOR CORRECTIONS TO VENDOR
 ADDRESS ABOVE, CONTACT ACCOUNTING
 (601) 545-4686.

EDDIE R. MYERS
 CITY CLERK

City of Hattiesburg		
Fourth Street - Drainage Improvements West of Main Street		
Estimated Project Quantities		
Item No.	Quantity Description	Unit
1.0	REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS	SY
2.0	REMOVAL OF CURBS, ALL TYPES	LF
3.0	REMOVAL OF INLETS, ALL SIZES	EACH
4.0	REMOVAL OF PIPE, 8" AND ABOVE	LF
5.0	REMOVAL OF CONCRETE SIDEWALK	SY
6.0	STRUCTURE EXCAVATION	CY
7.0	TOPSOIL FOR SLOPE TREATMENT, CONTRACTOR FURNISHED	CY
8.0	SOLID SODDING, CENTIPEDE	SY
9.0	SIZE 825B CRUSHED STONE BASE, AEA	CY
10.0	HOT MIX ASPHALT, MT, 12.5-MM MIXTURE	TON
11.0	HOT MIX ASPHALT, MT, 9.5-MM MIXTURE	TON
12.0	CLASS "B" STRUCTURAL CONCRETE, MINOR STRUCTURES	CY
13.0	REINFORCING STEEL	LBS
14.0	24" REINFORCED CONCRETE PIPE, CLASS III, RUBBER TYPE GASKETS	LF
15.0	22"x13" CONCRETE ARCH PIPE, CLASS A III, FLEXIBLE TYPE GASKETS	LF
16.0	24" CONCRETE PIPE END SECTION	EACH
17.0	CASTINGS	LBS
18.0	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT	SY
19.0	MAINTENANCE OF TRAFFIC	LS
20.0	MOBILIZATION	LS
21.0	GROUTED RIPRAP	TON
22.0	GEOTEXTILE UNDER GROUTED RIPRAP, TYPE V, NON-WOVEN	SY
40		



- NOTES:
1. ALL CONCRETE DRAINAGE STRUCTURES SHALL BE CAST-IN-PLACE.
 2. CONTRACTOR TO VERIFY FLOWLINE OF EXISTING PIPE PRIOR TO CONSTRUCTION OF INLETS.
 3. ALL NEW SINKS ARE TO BE INSTALLED IN TYPE "A" CATCH BASINS. TYPE "A" CATCH BASINS ARE TO BE PLACED AND COVERED WITH TYPE "V" GRATEABLE FABRIC TO THE SATISFACTION OF THE ENGINEER.
 4. SEE MHC NO. SS-2 FOR INLET DETAILS.
 5. SEE MHC NO. JB-1 FOR JUNCTION BOX DETAILS.



TYPICAL TRENCH DETAILS FOR PIPE

- NOTES:
1. SELECT BEDDING SHALL MEET THE REQUIREMENTS OF SECTION 603 OF THE MISSISSIPPI STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION. THE BEDDING SHALL BE PAID FOR BY THE OWNER.
 2. SELECT BACKFILL SHALL BE SILEX 30. THE BACKFILL SHALL BE PAID FOR BY THE OWNER. THE BACKFILL SHALL BE PLACED IN 6" LAYERS AND COMPACTED TO 95% RELATIVE DENSITY.
 3. NOT ALL SPOOLS SHALL MEET THE REQUIREMENTS OF SECTION 603 OF THE MISSISSIPPI STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION. 2004 EDITION.

NOTICE TO DRAWING HOLDER

NEEL-SCHAFER, INC. HEREBY CERTIFIES THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF ITS KNOWLEDGE AND BELIEF. THE INFORMATION CONTAINED HEREIN IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF NEEL-SCHAFER, INC. THE INFORMATION CONTAINED HEREIN IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN CONSENT OF NEEL-SCHAFER, INC.

REVISIONS		DRAWING INFORMATION	
NO.	DATE	DESCRIPTION	BY
1	07/20/10	ISSUED FOR PERMIT	W. J. WILSON
2	07/20/10	ISSUED FOR CONSTRUCTION	W. J. WILSON

FOURTH STREET
ROADWAY IMPROVEMENT PROJECT

CITY OF HATTIESBURG
HATTIESBURG, MS

PROPOSED DRAINAGE

WORKING NUMBER: 1

DRAWING NUMBER: 1



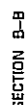
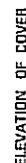
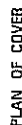
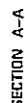
OTHER VARIABLES AND DESIGNATIONS ARE AS FOLLOWS:

[illegible]

COMMON PIPE SIZE

1. REINFORCING STEEL, COMBINATION SHALL BE OBTAINED FROM BAR LIST AND SHOWN ELSEWHERE ON THE PLANS.
2. QUANTITIES FOR JUNCTION BOXES SHOWN ON THE PLANS WILL BE THE BASIS FOR PAYMENT UNLESS OTHERWISE AUTHORIZED MODIFICATIONS ARE MADE.
3. REINFORCING STEEL SHALL BE CLASS "B" AND REINFORCING STEEL SHALL BE DEFORMED BARS.
4. SIZE 1 OF THE JUNCTION BOX WILL ALWAYS BE THE OUTFLOW SIDE.
5. IF PIPES ARE SWEED MORE THAN 15" OR IF SWEED PIPES PRODUCE CONFLICTS WITH ANOTHER PIPELINE, THE PIPE SHALL BE BROWEN DOWN TO THE WALL OF THE

	JUNCTION BOX FOR PIPE CULVERTS	NEW	ISSUE DATE: OCTOBER 4, 1996	SHEET NUMBER 302	WORKING NUMBER JIB-1	
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LIFT BAR

JUN-26-2013(WED) 07:49

P. 002/003

MAY 20 1996 19:00 FR

TO 6015454642

P. 02/04

43530

MYERS UNDERGROUND UTILITIES
408 RYAN RD
HATTIESBURG MS 39401-2143CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 6/17/13
Date 1963 02
Order Number

Mail To

CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1493
HATTIESBURG MS 39401

Phone Number . . . 801 5454512

PRINTED NAME MYERS Underground Utilities

SIGNATURE *Myers* DATE 6-20-2013

Shipping terms are F.O.B. destination, freight prepaid

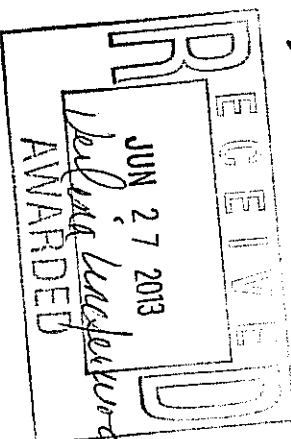
PROJECT LINE: 4TH STREET DRAINAGE IMPROVEMENTS WEST OF MAIN STREET

ITEM DESCRIPTION	Request Date	QTY	Unit	Unit Price	Extended Cost	Delivery Date	Expired Date
DRAINAGE IMPROVEMENT per attached plans.	06/17/13	1.00	EA	\$43,500.00	\$43,500.00	7-3-13	7-13-13

TOTAL BID PRICE \$43,500.00

Install 156' of 24" RCP, 32' 2" x 13" RCP, 2 curb inlets, 1 junction box, 24" FES, Grouched RIP RAP, Asphalt, concrete, castings, maint of traffic and other incidentals as shown on the estimated project quantities and plan sheet. Installation and materials shall be in conformance with MDOF Standard Specification 603.

Date available to begin work- July 3, 2013



HENSLEY R LEE CONTRACTING
311 ADOBN ST
PICAYUNE MS 39456

QUOTE REQUEST RESPONSE FORM

Page No. 6/17/13
Date 1963 02
Order Number
CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Mail To.
Phone Number . . 601 5454512

PRINTED NAME Hensley R. Lee Contracting, Inc
SIGNATURE [Signature] DATE 6-25-13

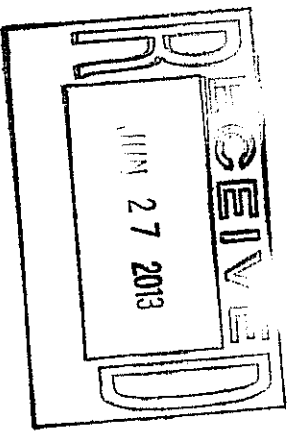
Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: 4TH STREET DRAINAGE IMPROVEMENTS WEST OF MAIN STREET

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
DRAINAGE IMPROVEMENT	06/17/13	1.00	EA	53,281.57	53,281.57	6-25-13	7-31-13

per attached plans.

TOTAL BID PRICE 53,281.57



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

POINT OF CONTACT:

Page 1
Date 06/27/13
PO No. 134530
Req No. 1965

VENDOR MAILING:
POWELL CONSTRUCTION SERVICES INC
17300 SPRINGLAKE DR W
VANCELEAVE MS 39565-8145

WAITTS, SHARON
VENDOR # 00082103
(601) 5454640

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

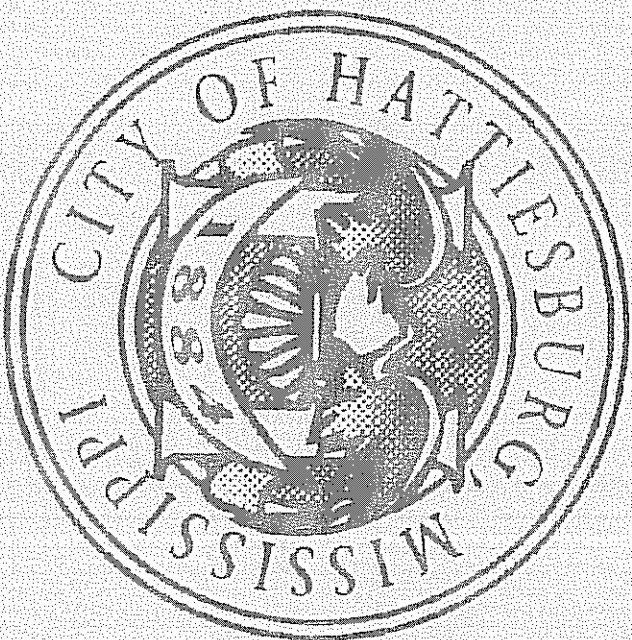
PROJECT LINE: RELOCATION OF TRAFFIC LIGHT AT 21ST & HARDY

PROCESSING CODE:

SEND METHOD 1 (228)8260602

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
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072201.6360	RELOCATE TRAFFIC LI Relocation of traffic control cabinet; wiring, pull box, and mast arm signal at 21st Ave & Hardy Street as per attached plan.	1.00	EA	29,975.0000	29,975.00
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TOTAL CONTRACT AMOUNT NOT TO EXCEED

29,975.00

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

43530

CITY OF HATTESBURG
QUOTE REQUEST RESPONSE FORM

ROBERT CONSTRUCTION SERV
17201 SPENCER AVE DR W
VANDERBILT MS 39265-8145

Mail To

CITY OF HATTESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTESBURG MS 39401

Page No. 6/24/13
Date 1055 02
Order Number

PRINTED NAME Robert Construction Services Inc. Phone Number . . . 601 5454512
SIGNATURE William E. Powell Date 6/24/2013

PROJECT LINE: RELOCATION OF TRAFFIC LIGHT AT 21ST & HARDY Shipping terms are F.O.B. destination, freight prepaid

ITEM DESCRIPTION	Request Date	QTY	UNIT	Unit Price	Extended Cost	Delivery Date	Expired Date
RELOCATE TRAFFIC LI Relocation of traffic control cabinet, wiring, pull box, and post and signal at 21st Ave & Hardy Street as per attached plan.	06/20/13	1.00	EA	\$229,915.00	\$229,915.00	7/11/13	7/26/2013

TOTAL BID PRICE \$229,915.00

Don Howard

RECEIVED
JUN 27 2013
Valeria Luperon
AWARDED

43530

CHAIN ELECTRIC COMPANY
PO BOX 2058
HATTIESBURG MS 39403-2058

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 6/24/13
Date 1965 00
Order Number

CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Mail To.
Phone Number . . . 601 5454512

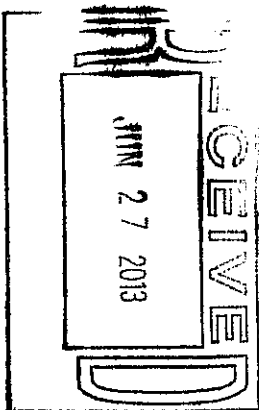
PRINTED NAME Bob L. Chain, Jr.
SIGNATURE [Signature] DATE 6/25/2013

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: RELOCATION OF TRAFFIC LIGHT AT 21ST & HARDY

ITEM DESCRIPTION	Request Date	QTY	UN	Unit Price	Extended Cost	Delivery Date	Expired Date
RELOCATE TRAFFIC LI Relocation of traffic control cabinet, wiring, pull box, and mast arm signal at 21st Ave & Hardy Street as per attached plan.	06/20/13	1.00	EA	32,500.00	32,500.00		1 Month

TOTAL BID PRICE 32,500.00



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

POINT OF CONTACT:

Page 1
Date 07/03/13
PO No. 134636
Req No. 1967

VENDOR MAILING:
EMERGENCY EQUIPMENT PROFESSIONAL INC
2310 NAIL RD
HORN LAKE MS 38637-3200

PICKERING, ROBERT V
MINUTE BOOK # PENDING
VENDOR # 90090200

(601) 5823311

SHIP TO :
CITY OF HATTIESBURG
POLICE/FIRE TRAINING ACADEMY
53 ACADEMY DR
HATTIESBURG MS 39401

PROJECT LINE: TECHNICAL RESCUE EQUIPMENT FOR RESPONSES

PROCESSING CODE:

SEND METHOD 1 (662)3427251

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
001131.5591	200' STATIC ROPE 200' OF 1/2" 2 PERSON LOAD RESCUE ROPE - ORANGE IN COLOR	2.00	EA	182.0000	364.00
001131.5591	STANDARD ROPE BAG HOLD 200' OF ROPE WITH SHOULDER STRAPS - BLACK IN COLOR	3.00	EA	29.0000	87.00
001131.5591	SMALL ROPE BAG APPROX. SIZE 10"X20" (150' OF ROPE) 8 - RED IN COLOR 2 - YELLOW IN COLOR	10.00	EA	29.0000	290.00
001131.5591	EX SMALL ROPE BAG APPROX. SIZE 10"X10" BLUE IN COLOR	2.00	EA	17.0000	34.00
001131.5591	HARDWEAR BAG APPROX. SIZE 4'X16'X21" - ORANGE IN COLOR	2.00	EA	101.0000	202.00
001131.5591	STEEL O-RING 4"X1/2"	2.00	EA	9.0000	18.00
001131.5591	DOUBLE PULLEY 2"X1/2" DOUBLE PRUSICK WINDING PULLEY - NEPA "G" RATED	4.00	EA	56.0000	224.00
001131.5591	ANCHOR STRAP ADJUSTABLE 6' STRAPS	6.00	EA	32.0000	192.00
001131.5591	CARABINER LARGE SCREW GATE LOCKING BINERS - NEPA "G" RATED	36.00	EA	16.0000	576.00
001131.5591	TRILINK 10MM SCREWGATE TRILINK	2.00	EA	7.0000	14.00
001131.5591	STOKES BASKET PLASTIC STRETCHER W/STEEL RAILS	1.00	EA	650.0000	650.00
001131.5591	SINGLE PULLEY ROCK EXOTICA OMNI BLOCK SINGLE PULLEY	2.00	EA	69.0000	138.00
001131.5591	DOUBLE PULLEY ROCK EXOTICA OMNI BLOCK DOUBLE PULLEY	2.00	EA	104.0000	208.00
001131.5591	AZTEK SYSTEM AZTEK OMNI PULLEY SYSTEM - FULLY ASSEMBLED W/FANNY PACK	1.00	EA	280.0000	280.00

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

POINT OF CONTACT:

Page 2
Date 07/03/13
PO No. 134636
Req No. 1967

VENDOR MAILING:
EMERGENCY EQUIPMENT PROFESSIONAL INC
2310 NAIL RD
HORN LAKE MS 38637-3200

PICKERING, ROBERT V
VENDOR # 90090200

(601) 5823311

SHIP TO :
CITY OF HATTIESBURG
POLICE/FIRE TRAINING ACADEMY
53 ACADEMY DR
HATTIESBURG MS 39401

PROJECT LINE: TECHNICAL RESCUE EQUIPMENT FOR RESPONSES

PROCESSING CODE:

SEND METHOD 1 (662)3427251

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
001131.5591	PETZL ID LARGE NEPA "G" RATED - RED IN COLOR	2.00	EA	25.0000	50.00
001131.5591	PICK OFF STRAP	3.00	EA	28.0000	84.00
001131.5591	HARNES PMI AVATAR FULL BODY HARNES - STANDARD SIZE W/DIAMOND CHEST	3.00	EA	204.0000	612.00
001131.5591	5 - X-LARGE 3 - LARGE RINGER ROPE GLOVES	8.00	EA	28.0000	224.00
001131.5591	SINGLE PULEY 2"X1/2" SMC SINGLE PRUSSICK MINDING PULEY - NEPA "G" RATED	6.00	EA	40.0000	240.00
001131.5591	1/2" GIBBS ASCENDER ALUMINUM SHELL SPRING LOADED	6.00	EA	42.0000	252.00
001131.5591	EDGE PROTECTOR CANVAS ROPE PAD (APPROX. 18"X24")	2.00	EA	15.0000	30.00
001131.5591	EDGE PROTECTOR CANVAS ROPE PAD (APPROX. 30"X36")	2.00	EA	22.0000	44.00
001131.5591	ROPE WRAP APPROX. LENGTH 18'	4.00	EA	13.0000	52.00
001131.5591	ROPE WRAP APPROX. LENGTH 36'	2.00	EA	19.0000	38.00
001131.5591	TOWER LANYARD STANDARD CARGO NET APPROX. SIZE 60"X80"	1.00	EA	74.0000	74.00
001131.5591		8.00	EA	48.0000	384.00

TOTAL CONTRACT AMOUNT NOT TO EXCEED

5,361.00

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

43530

EMERGENCY EQUIPMENT PROF
2310 N. HALL RD
HORN LAKE MS 38637-3200

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Mail To: . . . CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Page No. . . . 1
Date . . . 6/24/13
Order Number . . . 1567 00

Phone Number . . . 601 5454512

PRINTED NAME Kimberly D Coe
SIGNATURE Kimberly D Coe DATE 6/24/13

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: TECHNICAL RESCUE EQUIPMENT FOR RESPONSES

ITEM DESCRIPTION	Request Date	QTY	Unit Price	Extended Cost	Delivery Date	Expired Date
200' STATIC ROPE 200' OF 1/2" 2 PERSON LOAD RESCUE ROPE - ORANGE IN COLOR	06/21/13	2.00	EA 182.00	364.00	5-7 wk	7/30/13
STANDARD ROPE BAG HOLD 200' OF ROPE WITH SHOULDER STRAPS - BLACK IN COLOR	06/21/13	3.00	EA 29.00	87.00	5-7 wk	7/30/13
SMALL ROPE BAG APPROX. SIZE 10"X20" (150' OF ROPE) 8 - RED IN COLOR 2 - YELLOW IN COLOR	06/21/13	10.00	EA 29.00	290.00	5-7 wk	7/30/13
EX SMALL ROPE BAG APPROX. SIZE 10"X10" BLUE IN COLOR	06/21/13	2.00	EA 17.00	34.00	5-7 wk	7/30/13
HARDWEAR BAG APPROX. SIZE 4"X16"X21" - ORANGE IN COLOR	06/21/13	2.00	EA 101.00	202.00	5-7 wk	7/30/13
STEEL O-RING 4"x1/2"	06/21/13	2.00	EA 9.00	18.00	5-7 wk	7/30/13
DOUBLE PULLEY 2"x1/2" DOUBLE FRUSICK MINDING PULLEY - NFPA "G" RATED	06/21/13	4.00	EA 56.00	224.00	5-7 wk	7/30/13
ANCHOR STRAP	06/21/13	6.00	EA 32.00	192.00	5-7 wk	7/30/13

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 2
Date - - - - - 6/24/13
Order Number : : 1967 00

PROJECT LINE: TECHNICAL RESCUE EQUIPMENT FOR RESPONSES

ITEM DESCRIPTION	Request Date	QTY	LN	Unit Price	Extended Cost	Delivery Date	Expired Date
ADJUSTABLE 6' STRAPS							
CARBINER LARGE SCREW GATE LOCKING BINERS - NFPA "G" RATED	06/21/13	36.00	EA	16.00	576.00	5-7WK 7/30/13	
TRILINK 10MM SCREWGATE TRILINK	06/21/13	2.00	EA	7.00	14.00	5-7WK 7/30/13	
STOKES BASKET PLASTIC STRETCHER W/STEEL RAILS	06/21/13	1.00	EA	650.00	650.00	5-7WK 7/30/13	
SINGLE PULLEY ROCK EXOTICA OMNI BLOCK SINGLE PULLEY	06/21/13	2.00	EA	69.00	138.00	5-7WK 7/30/13	
DOUBLE PULLEY ROCK EXOTICA OMNI BLOCK DOUBLE PULLEY	06/21/13	2.00	EA	104.00	208.00	5-7WK 7/30/13	
AZTEK SYSTEM AZTEK OMNI PULLEY SYSTEM - FULLY ASSEMBLED W/FRANNY PACK	06/21/13	1.00	EA	280.00	280.00	5-7WK 7/30/13	
PETZL 1D LARGE NFPA "G" RATED - RED IN COLOR	06/21/13	2.00	EA	25.00	50.00	5-7WK 7/30/13	
PICK OFF STRAP	06/21/13	3.00	EA	28.00	84.00	5-7WK 7/30/13	
HARNES PMT AVATAR FULL BODY HARNES - STANDARD SIZE W/DIAMOND CHEST	06/21/13	3.00	EA	204.00	612.00	5-7WK 7/30/13	
RINGER ROPE GLOVES 5 - X-LARGE 3 - LARGE	06/21/13	8.00	EA	28.00	224.00	5-7WK 7/30/13	

From: Emergency Equipment Prof

662 342 7251

06/27/2013 15:53

#006 P.006/006

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

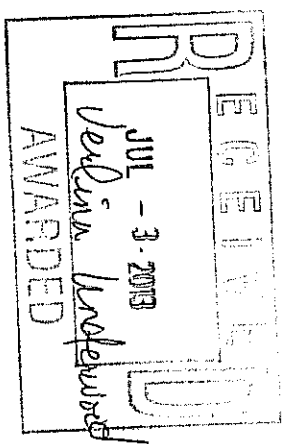
Page No. : 3
Date : 6/24/13
Order Number : 1567 00

PROJECT LINE: TECHNICAL RESCUE EQUIPMENT FOR RESOURCES

ITEM DESCRIPTION	Request Date	QTY	Unit	Unit Price	Extended Cost	Delivery Date	Expired Date
SINGLE PULLEY 2"x1/2" SEC SINGLE PRUSSICK BINDING PULLEY - NEPA "G" RATED	06/21/13	6.00	EA	40.00	240.00	5-7-13 7/30/13	
1/2" GIBBS ASCENDER ALUMINUM SHELL SPRING LOADED	06/21/13	6.00	EA	42.00	252.00	5-7-13 7/30/13	
EDGE PROTECTOR CANVAS ROPE PAD (APPROX. 18"x24")	06/21/13	2.00	EA	15.00	30.00	5-7-13 7/30/13	
EDGE PROTECTOR CANVAS ROPE PAD (APPROX. 30"x36")	06/21/13	2.00	EA	22.00	44.00	5-7-13 7/30/13	
ROPE WRAP APPROX. LENGTH 18"	06/21/13	4.00	EA	13.00	52.00	5-7-13 7/30/13	
ROPE WRAP APPROX. LENGTH 36"	06/21/13	2.00	EA	19.00	38.00	5-7-13 7/30/13	
TUBER LANTARD	06/21/13	1.00	EA	74.00	74.00	5-7-13 7/30/13	
STANDARD CANO NET APPROX. SIZE 60"x60"	06/21/13	8.00	EA	48.00	384.00	5-7-13 7/30/13	

TOTAL BID PRICE: 5361.00

To: Michael
From: Rickering



43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 6/24/13
Date 1967 00
Order Number

RESCUE TECH, INC
251 BEULAH CHURCH RD
CARROLLTON GA 30117-1465

Mail To. CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number . . . 601 5454512

PRINTED NAME Bernard Haynes

SIGNATURE [Signature] DATE 6-25-13

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: TECHNICAL RESCUE EQUIPMENT FOR RESPONSES

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
200' STATIC ROPE 200' OF 1/2" 2 PERSON LOAD RESCUE ROPE - ORANGE IN COLOR	06/21/13	2.00	EA	256.08	512.16	7-15-13	7-25-13
STANDARD ROPE BAG HOLD 200' OF ROPE WITH SHOULDER STRAPS - BLACK IN COLOR	06/21/13	3.00	EA	40.74	122.22	7-15-13	
SMALL ROPE BAG APPROX. SIZE 10"x20" (150' OF ROPE) 3 - RED IN COLOR 2 - YELLOW IN COLOR	06/21/13	10.00	EA	46.74	467.40		
EX SMALL ROPE BAG APPROX. SIZE 10"x10" BLUE IN COLOR	06/21/13	2.00	EA	29.10	58.20		
HARDWEAR BAG APPROX. SIZE 4"x16"x21" - ORANGE IN COLOR	06/21/13	2.00	EA	18.92	37.84		
STEEL O-RING 4"x1/2"	06/21/13	2.00	EA	11.64	23.28		
DOUBLE PULLEY 2"x1/2" DOUBLE PRUSICK BINDING PULLEY - NFPA "G" RATED	06/21/13	4.00	EA	63.05	252.20		
ANCHOR STRAP	06/21/13	6.00	EA	14.31	85.86		

43530

CITY OF RATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 6/24/13
Date 1967 000002/0003
0000/0000

PROJECT LINE: TECHNICAL RESCUE EQUIPMENT FOR RESPONSES

ITEM DESCRIPTION	Request Date	QTY	Unit	Unit Price	Extended Cost	Delivery Date	Expired Date
ADJUSTABLE 6' STRAPS							
CARABINER LARGE SCREW GATE LOCKING BINERS - NEPA "G" RATED	06/21/13	36.00	EA	21.34	768.24	8-15-13	7-25-13
TRILINK 10MM SCREW GATE TRILINK	06/21/13	2.00	EA	8.63	17.26	7-15-13	7-25-13
STOKES BASKET PLASTIC STRETCHER W/STEEL RAILS	06/21/13	1.00	EA	640.20	640.20		
SINGLE PULLEY ROCK EXOTICA OMNI BLOCK SINGLE PULLEY	06/21/13	2.00	EA	76.63	153.26		
DOUBLE PULLEY ROCK EXOTICA OMNI BLOCK DOUBLE PULLEY	06/21/13	2.00	EA	117.37	234.74		
AZTEK SYSTEM AZTEK OMNI PULLEY SYSTEM - FULLY ASSEMBLED W/FANNY PACK	06/21/13	1.00	EA	308.75	308.75		
PETZL ID LARGE NEPA "G" RATED - RED IN COLOR	06/21/13	2.00	EA	225.00 227.95	455.90		
PICK OFF STRAP	06/21/13	3.00	EA	38.80	116.40		
HARNESSES PAT AVATAR FULL BODY HARNESSES - STANDARD SIZE W/DIAMOND CHEST	06/21/13	3.00	EA	286.15	858.45		
RINGER ROPE GLOVES 5 - X-LARGE 3 - LARGE	06/21/13	8.00	EA	38.80	310.40		

43530

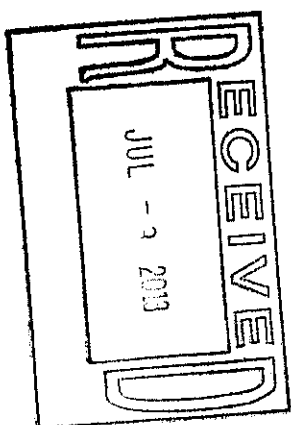
CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 6/24/13
Date - 1967 00

0003/0003

PROJECT LINE: TECHNICAL RESCUE EQUIPMENT FOR RESPONSES

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
SINGLE PULLEY 2"x1/2" ^{ERC} SINGLE PRUSSICK MINDING PULLEY - NFPA "G" RATED	06/21/13	6.00	EA	39.77 39.77	238.62	7-15-13	7-25-13
1/2" GIBBS ASCENDER ALUMINUM SHELL SPRING LOADED	06/21/13	6.00	EA	47.65	282.30		
EDGE PROTECTOR CANVAS ROPE PAD (APPROX. 18"x24")	06/21/13	2.00	EA	19.95	39.90		
EDGE PROTECTOR CANVAS ROPE PAD (APPROX. 30"x36")	06/21/13	2.00	EA	31.04	62.08		
ROPE WRAP APPROX. LENGTH 18"	06/21/13	4.00	EA	NA	NA	NA	
ROPE WRAP APPROX. LENGTH 36"	06/21/13	2.00	EA	NA	NA		
TOWER LANYARD	06/21/13	1.00	EA	130.95	130.95	7-15-13	
STANDARD CARGO NET APPROX. SIZE 60"x80"	06/21/13	8.00	EA	NA	NA	NA	

TOTAL BID PRICE \$6116.61



43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

ROCK-N-RESCUE
125 WEINEL'S LN
PO BOX 213
VALENCIA PA 16059-0213

Page No. 6/24/13
Date 1967
Order Number
CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME

Rock-N-Rescue Robert Wlower

Phone Number . . . 601 5454512

SIGNATURE

Robert Wlower

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: TECHNICAL RESCUE EQUIPMENT FOR RESPONSES

ITEM DESCRIPTION	Request Date	QTY	Unit Price	Extended Cost	Delivery Date	Expired Date
200' STATIC ROPE 200' OF 1/2" 2 PERSON LOAD RESCUE ROPE - ORANGE IN COLOR	06/21/13	2.00	EA 234.69	469.38		
STANDARD ROPE BAG HOLD 200' OF ROPE WITH SHOULDER STRAPS - BLACK IN COLOR	06/21/13	3.00	EA 37.46	112.38		
SMALL ROPE BAG APPROX. SIZE 10"X20" (150' OF ROPE) 8 - RED IN COLOR 2 - YELLOW IN COLOR	06/21/13	10.00	EA 32.56	325.60		
EX SMALL ROPE BAG APPROX. SIZE 10"X10" BLUE IN COLOR	06/21/13	2.00	EA 30.11	60.22		
HARDWEAR BAG APPROX. SIZE 4"X16"X21" - ORANGE IN COLOR	06/21/13	2.00	EA 122.20	244.40		
STEEL O-RING 4"x1/2"	06/21/13	2.00	EA 12.50	25.00		
DOUBLE PULLEY 2"x1/2" DOUBLE PRUSICK MINDING PULLEY - NEPA "G" RATED	06/21/13	4.00	EA 117.12	468.48		
ANCHOR STRAP	06/21/13	6.00	EA 39.98	239.88		

LIVED

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 6/24/13
Date 1967 CQ
Order Number

PROJECT LINE: TECHNICAL RESCUE EQUIPMENT FOR RESPONSES

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
ADJUSTABLE 6' STRAPS							
CARABINER LARGE SCREW GATE LOCKING BINERS - NFPA "G" RATED	06/21/13	36.00	EA	24.44	879.84		
TRILINK 10MM SCREWGATE TRILINK	06/21/13	2.00	EA	10.47	20.94		
STOKES BASKET PLASTIC STRETCHER W/STEEL RAILS	06/21/13	1.00	EA	690.00	690.00		
SINGLE PULLEY ROCK EXOTICA OMNI BLOCK SINGLE PULLEY	06/21/13	2.00	EA	75.00	150.00		
DOUBLE PULLEY ROCK EXOTICA OMNI BLOCK DOUBLE PULLEY	06/21/13	2.00	EA	114.90	229.80		
AZTEK SYSTEM AZTEK OMNI PULLEY SYSTEM - FULLY ASSEMBLED W/FANNY PACK	06/21/13	1.00	EA	308.40	308.40		
PEZZI 1D LARGE NFPA "G" RATED - RED IN COLOR	06/21/13	2.00	EA	222.31	444.62		
PICK OFF STRAP	06/21/13	3.00	EA	26.76	80.28		
HARNESSES FMI AVATAR FULL BODY HARNESSES - STANDARD SIZE W/DIAMOND CHEST	06/21/13	3.00	EA	355.94	1067.82		
RINGER ROPE GLOVES 3 - X-LARGE 3 - LARGE	06/21/13	8.00	EA	37.50	300.00		

P. 004/005

JUN-24-2013(MON) 07:10

43530

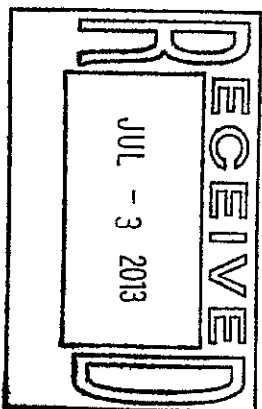
CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

PROJECT LINE: TECHNICAL RESCUE EQUIPMENT FOR RESPONSES

Page No. 6/24/13
Date 1967 00

P. 005/005

ITEM DESCRIPTION	Request Date	QTY	UNIT	Unit Price	Extended Cost	Delivery Date	Expired Date
SINGLE PULLEY 2"x1/2" SMC SINGLE PRUSSICK WINDING PULLEY - NFPA "5" RATED	06/22/13	6.00	EA	78.69	472.14		
1/2" GIBBS ASCENDER ALUMINUM SHELL SPRING LOADED	06/21/13	6.00	EA	63.55	381.30		
EDGE PROTECTOR CANVAS ROPE PAD (APPROX. 18"X24")	06/21/13	2.00	EA	22.30	44.60		
EDGE PROTECTOR CANVAS ROPE PAD (APPROX. 30"X36")	06/21/13	2.00	EA	32.78	65.56		
ROPE WRAP APPROX. LENGTH 18"	06/21/13	4.00	EA	17.84	71.36		
ROPE WRAP APPROX. LENGTH 36"	06/21/13	2.00	EA	26.31	52.62		
TOWER LANYARD	06/21/13	1.00	EA	115.79	115.79		
STANDARD CARGO NET APPROX. SIZE 60"X80"	06/21/13	8.00	EA	56.95	455.60		

TOTAL BID PRICE 7736.01

R

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

POINT OF CONTACT:

Page 1
Date 07/09/13
PO No. 134729
Req No. 1970

VENDOR MAILING:
CHAIN ELECTRIC COMPANY
PO BOX 2058
HATTIESBURG MS 39403-2058

WILLIAMS, TERESA
MINUTE BOOK # PENDING
VENDOR # 00015051

(601) 5454630

SHIP TO :
CITY OF HATTIESBURG
WATER PLANT #2
900 JAMES STREET
HATTIESBURG MS 39401

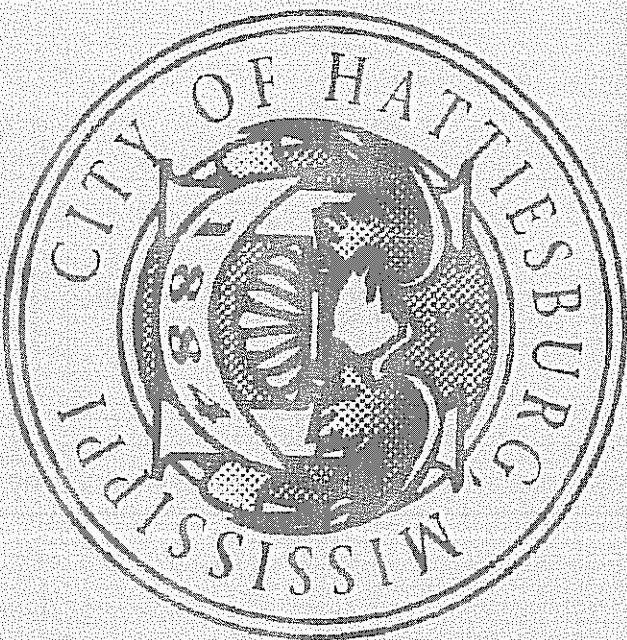
PROCESSING CODE:

PROJECT LINE: NEW 60KW, 120/240V, 3PH CUMMINS DIESEL GENERATOR OR EQUIVALENT

SEND METHOD 1 (601)5848320

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
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009673.6383	NEW 60KW, 120/240V 3PH, CUMMINS DIESEL GENERATOR OR EQUIVALENT WITH WEATHER PROOF ENCLOSURE AND SUBASE FUEL TANK PRICE INCLUDES CONCRETE PAD, FEEDER AND CONTROL WIRING, CONDUIT AND FITTINGS TO COMPLETE THE INSTALLATION AND CONNECTION TO ATS. THE ATS SHOULD BE AN ASCO SERIES 4000 OR EQUIVALENT 120/140, 3 POLE 260A OPEN STYLE TRANSFER SWITCH	1.00	EA	45,000.0000	45,000.00
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TOTAL CONTRACT AMOUNT NOT TO EXCEED

45,000.00

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

07/03/2013 WED 10:29 FAX 6015453800 CHAIN ELECTRIC

JUL-01-2013(MON) 07:48

002/002

P. 003/003

43530

CHAIN ELECTRIC COMPANY
PO BOX 2055
HATTIESBURG MS 39403-2055CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Mail To

CITY OF HATTIESBURG
PURCHASING DIVISION
220 N. FRONT ST. 2ND FLOOR
HATTIESBURG MS 39401Page No. 7/01/13
Date 1970 00
Order Number

Phone Number . . 603 5454512

PRINTED NAME Harvey SimmonsSIGNATURE Harvey Simmons DATE 7-3-13

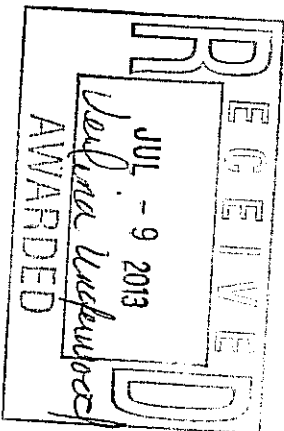
Shipping terms are F.O.B. destination, freight prepaid

ITEM DESCRIPTION
NEST 60KVA 120/240V
3PH CUMMINS DIESEL GENERATOR OR EQUIVALENT WITH WEATHER
PROOF ENCLOSURE AND SHASE FUEL TANK PRICE INCLUDES CONCRETE
PAD FUNDING AND CONCRETE WIRING, CONDUIT AND FITTINGS TO
COMPLETE THE INSTALLATION AND CONNECTION TO THE ADS
SHOULD BE AN ASCO SERIES 1000 OR EQUIVALENT 120/140. 3 POLE
200A OPEN STYLE TRANSFER SWITCH

Request Date	QTY	UNIT	Unit Price	Extended Cost	Delivery Date	Expired Date
06/28/13	1.00	EA	\$145,000.00	\$145,000.00	7-9-13	10-1-13

TOTAL BID PRICE \$145,000.00

Harvey Simmons
Charles W. Smith
 7/9/2013



JUL-03-2013(WED) 11:30

P. 003/003

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 7/01/13
Date 1970 OR
Order Number

POWER PRO TECH SERVICES I
377 MAJLAND AVE
SUITE 1010
ALTA MONTE SPRINGS FL 3270

CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME Bobby McDonald

Phone Number . . . 601 5454512

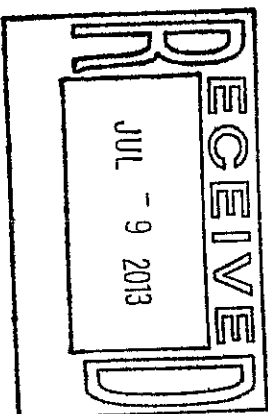
SIGNATURE Bobby McDonald DATE 7-3-2013

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: NEW 60KW, 120/240V, 3PH CUMMINS DIESEL GENERATOR OR EQUIVALENT

ITEM DESCRIPTION	Request Date	QTY	LN	Unit Price	Extended Cost	Delivery Date	Expired Date
NEW 60KW, 120/240V 3PH CUMMINS DIESEL GENERATOR OR EQUIVALENT WITH WEATHER PROOF ENCLOSURE AND SUDASE FUEL TANK PRICE INCLUDES CONCRETE PAD, FEEDER AND CONTROL WIRING, CONDUIT AND FITTINGS TO COMPLETE THE INSTALLATION AND CONNECTION TO ATS THE ATS SHOULD BE AN ASCO SERIES 4000 OR EQUIVALENT 120/140, 3 POLE 260A OPEN STYLE TRANSFER SWITCH	06/28/13	1.00	E4	\$47,988.00	\$47,988.00	12 mos ARO	30 Days

TOTAL BID PRICE \$47,988.00



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

POINT OF CONTACT:

Page 1
 Date 07/25/13
 PO No. 135260
 Req No. 1971

VENDOR MAILING:
 GROVER'S PAINTING INC
 40 DEEP SOUTH LN
 PO BOX 220
 PURVIS MS 39475-0220

JONES, ANN
 MINUTE BOOK # pending
 VENDOR # 00082914

(601) 5454661

SHIP TO :
 HATTIESBURG INTERMODAL TRANSIT FACILITY
 308 NEWMAN STREET
 HATTIESBURG MS 39401

PROJECT LINE: HATTIESBURG TRAIN DEPOT-EXTERIOR PAINTING

Account #

Description

QTY

UM

UNIT COST

TOTAL COST

001093.6350

VENDOR SHALL
 Provide Material, Labor, and Equipment to Completely Repaint
 Exterior of the Hattiesburg Train Depot as per Specification

1.00

EA

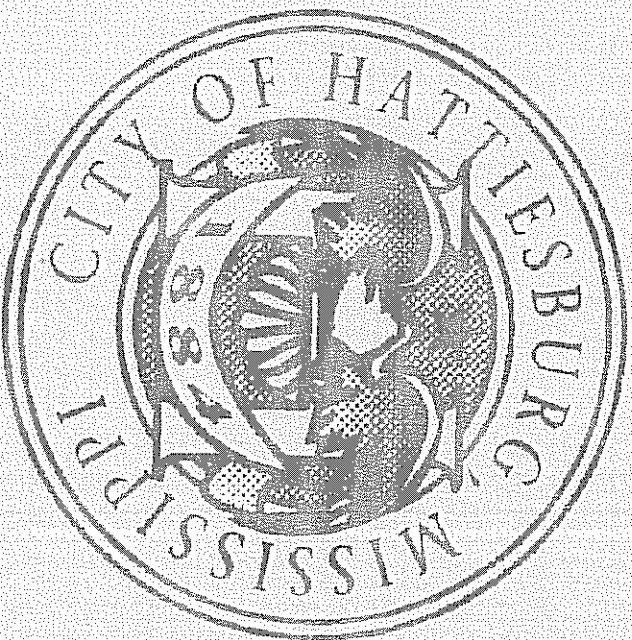
47,500.0000

47,500.00

PROCESSING CODE:

SEND METHOD 0

()



TOTAL CONTRACT AMOUNT NOT TO EXCEED

47,500.00

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

CITY OF HATTIESBURG
Parks and Recreation Department
PAINT SPECIFICATIONS
Hattiesburg Train Depot

Contractor shall furnish all material, labor and equipment to paint all exterior structures at Hattiesburg Train Depot, 308 Newman Street, Hattiesburg, Mississippi as per specifications.

Contractor shall visit site before bidding and confirm all conditions and quantities.

Contractor should be prepared to begin work on this project immediately after receipt of purchase order, as this is a time sensitive project with events to be ongoing. Work shall be completed within ninety (90) calendar days of receipt of purchase order.

All work done shall be in accordance with all City, State, and Federal codes. Contractor is responsible for obtaining all necessary permits. Permit is provided in advance from Mississippi Department of Archives and History for this project #12-096-12, Inv. Number#035-HAT-0088-NRD-ML New Orleans and Northeastern Passenger Depot, Hattiesburg, Forrest County. Vendor shall provide, at their expense, flagman from Norfolk Southern Railroad for all work done along Depot Canopy beyond security fence along track.

Contractor is responsible for cleanliness of work site. Work site shall be secured and barricaded each day in an effort to prevent injury to the public. Contractor shall coordinate work schedule with Hattiesburg Parks and Recreation, Cultural Affairs Division pertaining to ongoing events at the Depot.

Contractor shall provide proof of liability insurance in the amount of minimum \$500,000 and workers compensation insurance. Contractors shall also provide certificate of responsibility on bids required by law.

Specific manufactures and/or products listed throughout the specifications are for comparison purposes only and are only intended to establish a minimum level of capability and quality. It is not the City's intention to restrict or inhibit any vendor from bidding other material than those listed in these specifications. Contractor shall provide specification sheet for all material used in this project as part of the bid package.

Contractor shall provide one (1) year warranty on all workmanship.

Scope of Work:

A. Hattiesburg Train Depot

1. Vendor shall scrape, low pressure wash and prepare all exterior surfaces including exterior walls, doors, ceilings, trim, canopy, iron-work, galvanized metal, ferrous metal, pipe rails, aluminum (except flashing), soffit, and fascia for paint. Vendor shall low pressure wash brick pavers in a manner in which not to disturb setting bed. Vendor shall use cleaning solution to clean soiled areas. Vendor shall pressure wash all concrete floor surrounding the depot using appropriate cleaning solution for masonry. Vendor shall take notice off all pavers, lighting fixtures, or other items set in concrete walks, and heed their care while cleaning.
2. Vendor shall caulk all windows, doors, and fascia areas with forty-five (45) year painters caulk C950A or equal.
3. Vendor shall take appropriate measures to secure from overspray, drips, or other unintended intrusions of paint by using tape and drop clothes. Vendor will be responsible for the removal of such unintended paint.
4. Vendor shall spot prime any bare areas on Galvanized Metal with one (1) coat of Sherwin Williams B71W00211 Bond-Plex Waterbaased Acrylic Coating. All colors shall remain the same.
5. Vendor shall paint all Galvanized Metal with one (1) coat of Sherwin Williams B71W00211 Bond-Plex Waterbased Acrylic Coating for a complete finish to all previously painted areas.
6. Vendor shall spot prime any bare or rusted areas on Ferrous Metal with one (1) coat of Sherwin Williams Kem Kromik Univerasal Metal Primer. All colors shall remain the same.
7. Vendor shall paint all Ferrous Metal with one (1) coat of Sherwin Williams B71W00211 Bond - Plex Waterbased Acrylic Coating for a complete finish to all previously painted areas.
8. Vendor shall spot prime and paint all other painted areas such as Facia, Soffit, Windows, and trim with one (1) coat of Sherwin Williams

Super Paint Exterior Latex Satin Finish
#A89W00051 for a complete finish to all
previously painted areas.

JUL-16-2013(TUE) 07:00

43630

GROVER'S PAINTING INC
40 DEEP SOUTH LN
PO BOX 220
PURVIS MS 39475-0220

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Mail To.

CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1698
HATTIESBURG MS 39401

Phone Number . . . 601 5454512

Page No. 7/08/13
Date 1971 09
Order Number . . .

PRINTED NAME

SIGNATURE

DATE 7/15/13

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: HATTIESBURG TRAIN DEPOT-EXTERIOR PAINTING

ITEM DESCRIPTION

Request
Date

QTY

UNIT

Unit
PriceExtended
CostDelivery
DateExpired
Date

07/08/13

1.00

EA

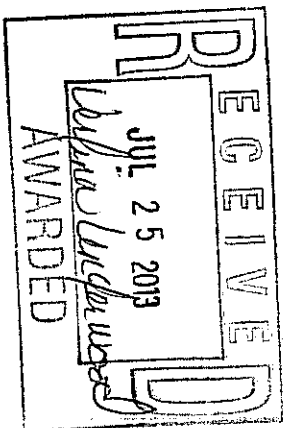
\$47,400.00

\$47,400.00

80 days

VENDOR SHALL
Provide Material, Labor, and Equipment to Completely Repair
Exterior of the Hattiesburg Train Depot as per Specification

TOTAL BID PRICE \$47,500.00



Wilson Underwood
7-16-13

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date 7/08/13
Order Number 1971 00

SPECIALTY SERVICES LLC
PO BOX 18925
HATTIESBURG MS 39404 5025

Mail To: CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST, 2ND FLR
PO BOX 18925
HATTIESBURG MS 39401

PRINTED NAME Jerry Little

Phone Number 601 5454512

SIGNATURE

DATE 7/15/2013

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: HATTIESBURG TRAIN DEPOT-EXTERIOR PAINTING

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
VENDOR SHALL Provide Material, Labor, and Equipment to Completely Repair Exterior of the Hattiesburg Train Depot as per Specification	07/08/13	1.00	EA	\$147,850.00	\$147,850.00	7 Days	45 Days

TOTAL BID PRICE: \$147,850.00



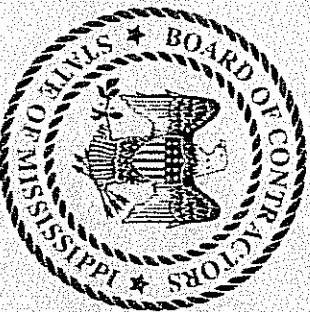
State of Mississippi

BOARD OF CONTRACTORS

SPECIALTY SERVICES, LLC
POST OFFICE BOX 15925
HATTIESBURG, MS 39404-5925

is duly registered and entitled to perform

- 1) FLOOR COVERING 2) PAINTING, INTERIOR DECORATING, WALL COVERING
3) REMODELING



*We have herewith set our hand and raised the Seal of the Mississippi Board of Contractors to be affixed
this 10 day of Oct., 2012*

CERTIFICATE OF RESPONSIBILITY
No. 12016-SC
Expires Oct. 9, 2013

Thomas H. Kline
CHAIRMAN OF THE BOARD
John W. Sullivan II
EXECUTIVE DIRECTOR

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/19/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ross & Yerger Insurance, Inc. P.O. Box 1139 Jackson, MS 39215 601 948-2900	CONTACT NAME: Melanie McCurry	
	PHONE (A/C, No, Ext): 601-948-2900	FAX (A/C, No): 601-914-9333
E-MAIL ADDRESS: mmccurry@rossandyerger.com		
INSURED Specialty Abatement Services, Inc. Specialty Services, LLC P.O. Box 15925 Hattiesburg, MS 39404	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Arch Specialty Ins. Co./BISA, I	
	INSURER B : Arch Ins. Co./BISA, Inc.	
	INSURER C :	
	INSURER D :	
	INSURER E :	
INSURER F :		

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ BI/PD Ded:5,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC			12EMP7166704	01/01/2013	01/01/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS			11CAB5825204	01/01/2013	01/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB ☐ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			12EMX7166804	01/01/2013	01/01/2014	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	EBWCC0001904	01/01/2013	01/01/2014	☒ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

General Liability and Auto policies contain a blanket additional insured, per written contract, subject to policy terms, conditions and exclusions. General Liability, Auto and Workers Compensation policies contain a blanket waiver of subrogation, per written contract, subject to policy terms, conditions and exclusions.

General Liability policy includes Contractors Pollution Liability Limit - \$1,000,000 Per Claim; Contractors (See Attached Descriptions)

CERTIFICATE HOLDER	CANCELLATION
City of Hattiesburg P.O. Box 534 Hattiesburg, MS 39403	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Dudley A. Worley</i>

DESCRIPTIONS (Continued from Page 1)

Professional Liability Limit - \$1,000,000 Per Claim; Mold Liability Limit \$1,000,000 Per Claim/\$1,000,000
Mold Aggregate. Professional Liability and Mold Liability are Claims Made with retro date of 01/01/2003.

SMITH PAINTING AND CONTRA
 652 WEST 4TH ST
 HATTIESBURG MS 39401-4174

Mail To. CITY OF HATTIESBURG
 PURCHASING DIVISION
 220 W FRONT ST. 2ND FLOOR
 PO BOX 1898
 HATTIESBURG MS 39401

PRINTED NAME Richard R Jones

Phone Number . . . 601 5454512

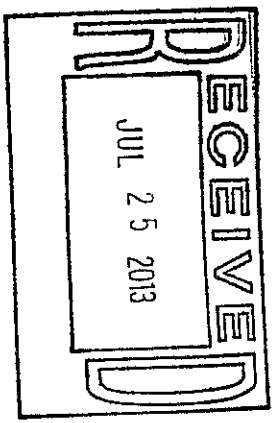
SIGNATURE Richard R Jones DATE 7-15-13

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: HATTIESBURG TRAIN DEPOT-EXTERIOR PAINTING

ITEM DESCRIPTION	Request Date	QTY	Unit	Unit Price	Extended Cost	Delivery Date	Expired Date
VENDOR SHALL Provide Material, labor, and Equipment to Completely Repair Exterior of the Hattiesburg Train Depot as per Specification	07/08/13	1.00	EA	\$194,266.00	\$194,266.00	7-15-13	8-15-13

TOTAL BID PRICE \$194,266.00



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

POINT OF CONTACT:

Page 1
 Date 07/29/13
 PO No. 135311
 Req No. 1976

VENDOR MAILING:
 C D W GOVERNMENT
 120 S RIVERSIDE
 CHICAGO IL 60606-3913

SANFORD, ANGELA
 MINUTE BOOK # pending
 VENDOR # 90078126

(601) 5454560

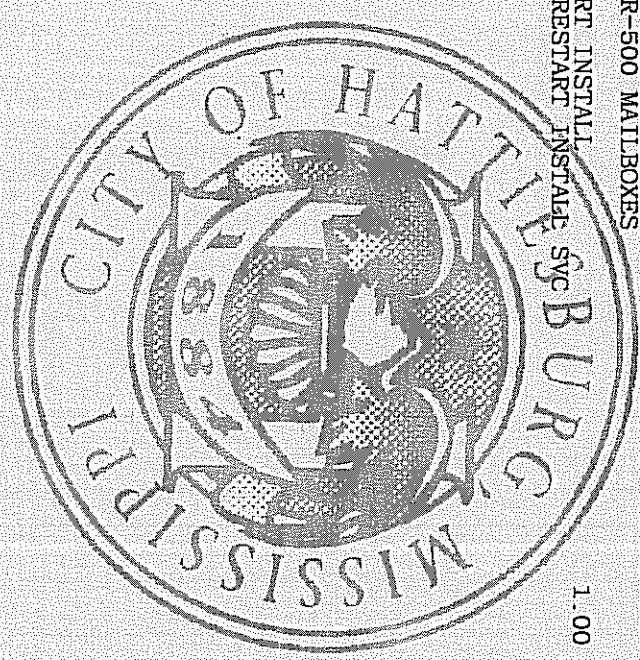
SHIP TO :
 CITY OF HATTIESBURG
 INFORMATION TECHNOLOGY DIVISION
 200 FOREST STREET - 1ST FLOOR
 HATTIESBURG MS 39401

PROJECT LINE: BACK UP SYSTEM FOR EMAIL

PROCESSING CODE:

(312)7056468

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
001091.7327	UNITRENDS BACKUP UNITRENDS REC 822 ON/OFF PREMISE APP	1.00	EA	16,360.0000	16,360.00
001091.7327	SUPPORT/MAINTANCE UNITRENDS PLATINUM SUPPORT LEVEL	1.00	EA	4,490.0000	4,490.00
001091.7327	UNITRENDS EQR-500 UNITRENDS EQR-500 MAILBOXES	1.00	EA	2,650.0000	2,650.00
001091.7327	SURESTART INSTALL UNITRENDS SURESTART INSTALL Svc	1.00	EA	485.0000	485.00



TOTAL CONTRACT AMOUNT NOT TO EXCEED

23,985.00

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

CITY OF HATTIESBURG
220 S RIVERSIDE
CHICAGO IL 60606-3913

QUOTE REQUEST RESPONSE FORM

Mail To: CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Form No. 7/25/13
Date 1978 00
Order Number

PRINTED NAME Jerden M. Vols Phone Number . . . 601 5454512

SIGNATURE [Signature] DATE 7-26-2013 Shipping terms are F.O.B. destination, freight prepaid

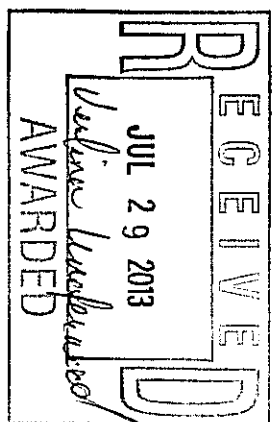
PROJECT LINE: BACK UP SYSTEM FOR EMAIL

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
UNITRENDS BACKUP UNITRENDS REC 622 ON/ORT PREMISE APP	07/25/13	1.00	EA	16360.00	16360.00	8-1-13	8-1-13
SUPPORT/MAINTENANCE UNITRENDS PLATINUM SUPPORT LEVER	07/25/13	1.00	EA	4490.00	4490.00	8-1-13	8-1-13
UNITRENDS PER-500 UNITRENDS ECR-500 MAILBOXES	07/25/13	1.00	EA	2650.00	2650.00	8-1-13	8-1-13
SUBSTART INSTALL UNITRENDS SUBSTART INSTALL SVC	07/25/13	1.00	EA	485.00	485.00	8-1-13	8-1-13

Two to three weeks from PO date

TOTAL BID PRICE 23485.00

[Signature]



QUOTE REQUEST RESPONSE FORM

Page No. 7/25/13
Date 1976 00
Order Number

UNITRENDS INC
ACCOUNT MANAGER - MISSISS
154 MIDDLESEX TURNPIKE
BURLINGTON MA 01803-4403

Mail To CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST 2ND FLOOR
PO BOX 1895
HATTIESBURG MS 39401

PRINTED NAME

David Taylor

Phone Number . . 601 5454512

SIGNATURE

David Taylor

DATE

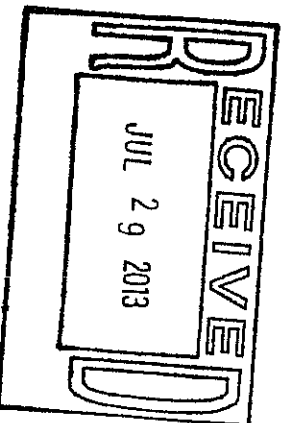
7/24/13

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: BACK UP SYSTEM FOR EMAIL

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
UNITRENDS BACKUP	07/25/13	1.00	EA	\$19,995.00	-	8/9/13	8/22/13
UNITRENDS REC 822 ON/OFF PREMISE APP							
SUPPORT/MAINTNANCE	07/25/13	1.00	EA	\$4,599.00	-	8/9/13	8/22/13
UNITRENDS PLATINUM SUPPORT LEVEL							
UNITRENDS EQR-500	07/25/13	1.00	EA	\$2,732.00	-	8/9/13	8/22/13
UNITRENDS EQR-500 MAILBOXES							
SURESTART INSTALL	07/25/13	1.00	EA	\$495.00	-	8/9/13	8/22/13
UNITRENDS SURESTART INSTALL SVC							

TOTAL BID PRICE *\$27,821.00*





City of Hattiesburg, MS

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

Master

File Number: 2013-0471

File ID: 2013-0471

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 07/30/2013

Brief Title: Patent for property transferred from the State of Mississippi to the City and authorize recording of same

Final Action:

Minute Book Number: MB2013-221

Title:

Acknowledge receipt of Patent for property transferred from the State of Mississippi to the City and authorize recording of same.

Notes:

Sponsors:

Enactment Date:

Attachments: Patent for property to be donated to P.A.C.E.

Enactment Number:

Contact:

Meeting Date: 08/06/2013

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/06/2013					

Text of Legislative File 2013-0471

Title

Acknowledge receipt of Patent for property transferred from the State of Mississippi to the City and authorize recording of same.

Summary

Patent for property transferred from the State of Mississippi to the City and authorize recording of same

Budget Information

Expenditure Type

Purchasing Item

Publication Information



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 13, 2013

Secretary of State
State of Mississippi
Public Lands Division
700 North Street
Jackson, MS 39202
Attn: Renita Wright

Re: Request for Transfer of State Property

To Whom It May Concern:

This is a formal request seeking the transfer of state owned property located at 537 East 7th Street, PPIN 17322, to the City of Hattiesburg.

This request is purposed to obtain this property in order to donate it to a locally based non-profit organization, Pinebelt Association for Community Enhancement (P.A.C.E.). This organization will use the property in their efforts to restore, rebuild, and expand facilities that were destroyed in the tornado on February 10, 2013.

Thank you for your attention and support in this matter.

Johnny L. DuPree, Ph.D.
Mayor of City of Hattiesburg



P.A.C.E.



PINEBELT ASSOCIATION FOR COMMUNITY ENHANCEMENT

100 W. FRONT STREET • HATTIESBURG, MS 39401

TELEPHONE (601) 545-8110 • FAX (601) 544-4548

DR. PEGGY ANSWORTH, EXECUTIVE DIRECTOR

WEB: www.paceheadstartinc.org

06/05/13

Mayor Johnny L. Dupree, Ph.D.

City of Hattiesburg

P.O. Box 1898

Hattiesburg, MS 39403-1898

Re: Request for Transfer of State/ City Property

Dear Mayor Dupree,

This is a formal request seeking the **transfer of property located at 537 East 7th Street (Lot 19 - Parcel #2029H0327600 -- PPIN-17322)**. We have confirmed that the property is now state owned property; therefore the request to the state should be sent to the office of the **Secretary of State: P.O. Box 136 – Jackson, MS. 39205**.

As you are aware, we are in the process of restoring our Warehouse which was destroyed by the February 10th tornado. We need the additional property as part of our re-building efforts. We thank you for your unwavering support which enables P.A.C.E. Head Start to successfully serve the 812 children and families of Forrest County.

Sincerely,

Dr. Peggy Answorth
Executive Director



DELBERT HOSEMAN
Secretary of State

July 18, 2013

Johnny L. DuPree
Mayor, City of Hattiesburg
Post Office Box 1898
Hattiesburg, MS 39403-1898

APPLICATION NO.: N31740 For Your Client City Of Hattiesburg
PROPERTY DESCRIPTION: Lt 19 Blk 33 Hawkins G L of Hardy & Scott B 703 p 40
Alt Parcel #234-0340-033-005.00 8 **537 E 7th Street** PPIN 17322
Forrest County, Mississippi
PARCEL NO.: 2029H03276.00

Dear Hon. DuPree:

Enclosed please find Patent No. 79975, which we have issued on the above described property.

Your patent should be filed for record in the office of the chancery clerk of Forrest County. Please contact **Chancery Clerk Jimmy C. Havard** at (601) 545-6014 for all questions regarding filing instructions.

Should you have any questions or require additional information, please contact Vicky Pickering at (601) 359-6378.

Sincerely,

A handwritten signature in blue ink that reads "Gerald McWhorter".

GERALD MCWHORTER
Assistant Secretary of State



Enclosure

700 North Street
Post Office Box 136
Jackson, Mississippi 39205

telephone (601) 359-1350
facsimile (601) 359-1499
www.sos.ms.gov

No. 79975

TRANSFER
FORFEITED TAX LAND PATENT

State of Mississippi

PURSUANT to Mississippi Code Annotated §29-1-1 (1972 as amended), providing for the intergovernmental transfer of Forfeited Tax Lands of the State of Mississippi, and

As said lands are now held by the State and the governmental subdivision hereinafter named has complied with all the requirements of the law in such cases made and provided;

The State of Mississippi, in consideration of the premises does hereby grant and convey to:

City of Hattiesburg

the following described land, to-wit:

Lt 19 Blk 33 Hawkins G L of Hardy & Scott B 703 p 40 Alt Parcel #234-0340-033-005.00 8
537 E 7th Street PPIN 17322
Section 3, Township 4 North, Range 13 West
Parcel/PPIN: 2029H03276.00
Forrest County, Mississippi.

This the 17th day of July, 2013

C. DELBERT HOSEMANN, Jr.

SECRETARY OF STATE

Donald McComb

ASSISTANT SECRETARY OF STATE

Phil Bryant

GOVERNOR



Attest:

C Delbert Hosemann, Jr.

SECRETARY OF STATE

Grantor and Prepared By:
State of Mississippi
Post Office Box 136
Jackson, MS 39205
Tele: (601) 359-6373

Grantee:
City of Hattiesburg
Post Office Box 1898
Hattiesburg, MS 39403-1898
Tele:



City of Hattiesburg, MS

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

Master

File Number: 2013-0466

File ID: 2013-0466

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 07/30/2013

Brief Title: Acknowledge receipt of Deed from Hercules Inc. for 2 parcels being donated to the City.

Final Action:

Minute Book Number: MB2013-221

Title:

Acknowledge receipt of Deed from Hercules Inc. for tax parcels 2-029E-04-038.00 and 2-029L-09-040.00 being donated to the City for the Longleaf Trace-Gateway to Main project (HPP-0210-00(015)).

Notes:

Sponsors:

Enactment Date:

Attachments: Hercules Deed-Signed

Enactment Number:

Contact:

Meeting Date: 08/06/2013

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	08/06/2013					

Text of Legislative File 2013-0466

Title

Acknowledge receipt of Deed from Hercules Inc. for tax parcels 2-029E-04-038.00 and 2-029L-09-040.00 being donated to the City for the Longleaf Trace-Gateway to Main project (HPP-0210-00(015)).

Summary

Acknowledge receipt of Deed from Hercules Inc. for tax parcels 2-029E-04-038.00 and 2-029L-09-040.00 being donated to the City for the Longleaf Trace-Gateway to Main project (HPP-0210-00(015)).

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Prepared and Submitted by:
Donald E. Hinton, Jr.
MSB #10369
Pittman, Howdeshell,
Hinton & Hightower, PLLC
P. O. Drawer 17138
Hattiesburg, MS 39404-7138
Telephone: 601-264-3314

Return to:
Donald E. Hinton, Jr.
MSB #10369
Pittman, Howdeshell,
Hinton & Hightower, PLLC
P. O. Drawer 17138
Hattiesburg, MS 39404-7138
Telephone: 601-264-3324

City of Hattiesburg, Mississippi
Longleaf Trace – Phase III
Project No. HPP-0210-00(015)
Tax Parcel Nos. 2-029E-04-038.00 & 2-029L-09.040.00

Indexing Instructions: SW ¼ of Section 4, Township 4 North,
Range 13 West and the NW ¼ of Section 9,
Township 4 North, Range 13 West Forrest County, Mississippi

STATE OF MISSISSIPPI
COUNTY OF FORREST

QUITCLAIM DEED

THIS QUITCLAIM DEED ("Deed") is made and entered effective as of the 25th day of July, 2013, by and between **HERCULES INCORPORATED**, formerly known as Hercules Powder Company, a Delaware corporation, having an address of 3499 Blazer Parkway, Lexington, Kentucky 40509, Attn: Corporate Real Estate (Telephone 859-357-7355), as GRANTOR, and **CITY OF HATTIESBURG, MISSISSIPPI**, a Municipal Corporation having an address of 214 West Front Street, Hattiesburg, Mississippi 39401 (Telephone 601-545-4642), as GRANTEE.

WITNESSETH

That as a donation from GRANTOR to GRANTEE and for other good and valuable considerations, the receipt of which is hereby acknowledged, GRANTOR has this day QUITCLAIMED, and by these presents does hereby REMISE, RELEASE, CONVEY and QUITCLAIM unto GRANTEE, its successors and assigns forever, in fee simple, all of its right, title and interest, and all rights, privileges, easements and appurtenances thereto, those certain tracts or parcels of land situated in the City of Hattiesburg, Forrest County, Mississippi, as more particularly set forth on Exhibit A attached hereto and incorporated herein (the "Property").

**Inst. 708190
Bk 1157 Pg 0001**

GRANTOR does further release, convey and quitclaim to GRANTEE, all of GRANTOR's right, title and interest, if any, in and to all roadways, streets, alleys, easements and rights of way adjacent to or abutting to the above described Property.

This conveyance is made subject to all legal highways, zoning laws, ordinances and regulations and to all restrictions, easements, rights-of-way, exceptions, reservations and conditions whether contained in prior instruments of record in the chain of title to the property conveyed hereby or not, and taxes for the current year which are not yet due and payable.

TO HAVE AND TO HOLD the same, together with all rights, privileges, appurtenances, and immunities thereto belonging or in any way appertaining, unto Grantee, its successors and assigns forever.

Except as expressly provided in the immediately preceding paragraph, **GRANTOR MAKES NO REPRESENTATION AS TO THE PROPERTY CONVEYED HEREBY, OR ITS CONDITION, ITS MERCHANTABILITY OR ITS SUITABILITY FOR ANY PARTICULAR USE OR PURPOSE, AND GRANTEE BY ITS ACCEPTANCE OF THIS DEED, HEREBY ACKNOWLEDGES THAT IT HAS BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY AND ACCEPTS THE SAME "AS IS," "WHERE IS" AND "WITH ALL FAULTS."** GRANTEE shall not make any claim against GRANTOR for diminution of the value of the Property, remediation of any contamination on the Property, loss of use of the Property, handling, transportation or disposal of contaminated media from the Property, or any other loss, damage or expense as the result of any environmental contamination or other latent or patent defect in the Property's condition, and **GRANTOR DISCLAIMS ANY AND ALL WARRANTIES WHATSOEVER WITH RESPECT TO THE PROPERTY, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN ADDITION, GRANTOR MAKES NO REPRESENTATION OR WARRANTY AS TO OPERATIVE OR PROPOSED GOVERNMENTAL LAWS AND REGULATIONS (INCLUDING, BUT NOT LIMITED TO, ZONING, ENVIRONMENTAL AND LAND USE LAWS AND REGULATIONS) TO WHICH THE PROPERTY IS OR MAY BECOME SUBJECT.**

SUBJECT, HOWEVER, to the reservation of the said GRANTOR and GRANTOR'S employees, contractors, subcontractors, agents, representatives, successors and assigns (collectively, the "Grantor Parties"), of the right to enter the Property conveyed hereby at all times as may be necessary, without advance notice to GRANTEE, to install, replace, remove and/or abandon monitoring wells, and to investigate any environmental contamination on or under the Property which has or may have been caused by the former plant operation on GRANTOR's adjoining property, or has or may have emanated from GRANTOR's adjoining property, and to remediate any such contamination in such manner as GRANTOR deems necessary or appropriate, in GRANTOR's sole discretion, including but not limited to groundwater well placement, soil boring and sampling, soil/water treatment and/or excavation. The Grantor Parties shall take such steps as may be necessary to not unreasonably interfere with GRANTEE's use of the Property; provided; however, GRANTEE understands and agrees, by its acceptance hereof, that remedial investigations and/or cleanup activities by the Grantor Parties may, from time to time, require interruption or

EXHIBIT A

Those certain tracts or parcels of land situated and being in the City of Hattiesburg, County of Forrest, State of Mississippi, and being more particularly described as follows:

Being part of the SW $\frac{1}{4}$ of Section 4, Township 4 North, Range 13 West and the NW $\frac{1}{4}$ of Section 9, Township 4 North, Range 13 West as per Book 20 Page 170 recorded in the office of the Chancery Clerk, Forrest County, Mississippi; said parcel as surveyed by Land Management Services & Mapping, LLC and being more particularly described by metes and bounds as follows:

Commencing at a railroad spike found at the NW corner of said Section 4, said point having a Mississippi NAD 83 State Plane Coordinate of North: 671932.60' East: 834200.91' and thence run South 5,129.56'; thence run East 823.79', to a metal pipe found on the south right-of-way of 5th Street for the Point of Beginning; thence run along said south right-of-way S89°43'07"E 68.14', to an iron pin set on the east right-of-way of the Hercules Incorporated railroad spur track, said spur track having a 50' right-of-way as per book 20 page 170; thence leaving said south street right-of-way run along said east spur track right-of-way S43°19'55"W 49.78', to an iron pin set; thence continue along said right-of-way S46°41'28"W 58.52', to an iron pin set; thence continue along said east right-of-way S50°26'39"W 101.29', to an iron pin set; thence continue along said east right-of-way S62°56'19"W 84.83', to an iron pin set at the intersection of said east right-of-way and the north right-of-way of the Mississippi Transportation Commission railroad right-of-way, said Mississippi Transportation Commission right-of-way being 36' wide (25' north and 11' south of the centerline of the track) as per book 951 page 698; thence leaving said east spur track right-of-way run along said north Mississippi Transportation Commission right-of-way S83°10'44"W 274.54', to an iron pin set; thence leaving said north right-of-way run North 33.03', to an iron pin set; thence run S89°54'43"E 165.55', to an iron pin set on the west right-of-way of said Hercules Incorporated spur track; thence run along said west spur track right-of-way N70°35'45"E 35.38', to an iron pin set; thence continue along said west right-of-way N60°32'47"E 139.47', to an iron pin set; thence run N49°03'54"E 151.54', back to the Point of Beginning; containing 0.45 acres, more or less; all bearings and distances herein described are grid and are referenced and based on the Mississippi NAD 83 East Zone State Plane Coordinate System and are derived from a global positioning system observation and are referenced to the National Spatial Reference System through the National Geodetic Survey's On-Line Positioning User Service.
(combined grid factor: 0.99997116; convergence angle: -0°14'45")

Being a part of the same property conveyed to Hercules Powder Company by deed recorded July 28, 1920 in Deed Book 20, at Page 170, in the Forrest County Clerk's Office.

By Certificate of Amendment of Amended Certificate of Incorporation filed for record in the Office of the Secretary of the State of Delaware on April 29, 1966, Hercules Powder Company changed its name to Hercules Incorporated.



City of Hattiesburg, MS

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

Master

File Number: 2013-0463

File ID: 2013-0463

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 07/30/2013

Brief Title: Award contract for Country Club Area Warning Siren.

Final Action:

Minute Book Number: MB2013-221

Title:

Acknowledge bids received July 18, 2013 for the Country Club Area Warning Siren (Mass Notification System #6) and award contract to Precision Communications, Inc. in the amount of \$30,347.50 as being the lowest and best bid; Authorize Mayor to execute contract documents for same.

Notes:

Sponsors:

Enactment Date:

Attachments: Bid Tab & Cover Letter

Enactment Number:

Contact:

Meeting Date: 08/06/2013

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	08/06/2013					

Text of Legislative File 2013-0463

Title

Acknowledge bids received July 18, 2013 for the Country Club Area Warning Siren (Mass Notification System #6) and award contract to Precision Communications, Inc. in the amount of \$30,347.50 as being the lowest and best bid; Authorize Mayor to execute contract documents for same.

Summary

Acknowledge bids received July 18, 2013 for the Country Club Area Warning Siren (Mass Notification System #6) and award contract to Precision Communications, Inc. in the amount of \$30,347.50 as being the lowest and best bid; Authorize Mayor to execute

contract documents for same.

Budget Information

072201.7295.01

Expenditure Type

Contract

Purchasing Item

Sealed Bid

Publication Information



Engineering Progress

July 22, 2013

City of Hattiesburg
Post Office Box 1898
Hattiesburg MS 39403-1898

Attn: Bert Kuyrkendall, P.E.

RE: Mass Notification System #6
City of Hattiesburg, MS

Dear Mr. Kuyrkendall:

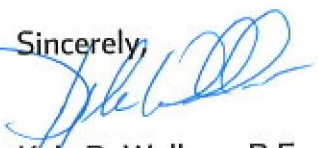
I have certified the enclosed bid tabulation that represents the bid that was received and opened at 10:00 a.m. on July 18, 2013 for the above referenced project.

I am recommending the lowest bidder, Precision Communications, Inc. of Tupelo, MS in the bid amount of Thirty Thousand, Three-Hundred and Forty-Seven Dollars and Fifty Cents (\$30,347.50).

Enclosed is a copy of the original bid from Precision Communications, Inc.

Should you have any questions and/or comments, please, do not hesitate to contact me.

Sincerely,



Kyle D. Wallace, P.E.
Project Engineer

/rs
Enclosures

BID TAB

July 18, 2013

Project: Mass Notification System No. 6
Hattiesburg, MS

Project No. 11211

Precision Communications, Inc.

587 E. President Street
Tupelo, MS 38801

LUMP SUM:**\$30,347.50**

This is to certify that I have checked the tabulation of the bids received by the City of Hattiesburg, MS on July 18, 2013, at 10:00 am and that said tabulation is true and correct to the best of my belief.



Kyle D. Wallace, P.E.**Comments:**



City of Hattiesburg, MS

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

Master

File Number: 2013-0469

File ID: 2013-0469

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 07/30/2013

Brief Title: Hub City Transit Bus Shelter/ADA Project - Bid Package A

Final Action:

Minute Book Number: MB2013-221

Title:

Acknowledge bids received on July 25, 2013 for Hub City Transit Bus Shelter and ADA Accessibility Project - Bid Package A - Furnish Bus Shelters and accept bid from Precision Construction, LLC in the amount of \$92,000 (base bid of 4-units plus 2 additional units) as the best and lowest bid received.

Notes:

Sponsors:

Enactment Date:

Attachments: HCT_BidA_Recommendation_130730

Enactment Number:

Contact:

Meeting Date: 08/06/2013

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/06/2013					

Text of Legislative File 2013-0469

Title

Acknowledge bids received on July 25, 2013 for Hub City Transit Bus Shelter and ADA Accessibility Project - Bid Package A - Furnish Bus Shelters and accept bid from Precision Construction, LLC in the amount of \$92,000 (base bid of 4-units plus 2 additional units) as the best and lowest bid received.

Summary

Hub City Transit Bus Shelter/ADA Project - Bid Package A

Budget Information

073570.7295.99

Expenditure Type

FTA-ARRA

Purchasing Item

Sealed Bid

Publication Information



421 Wando Park Blvd., Suite 210
Mount Pleasant, SC 29464
tel: 843.972.4542
fax: 843.388-0420

July 30, 2013

Mr. Andrew Ellard
Department of Federal & State Programs
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898

Subject: **Bid Recommendation**
Bid A – Furnish Bus Shelters
HUB City Transit Bus Shelter ADA Accessibility Project

Dear Mr. Ellard:

The bids for the HCT Bus Shelter ADA Accessibility Project: Bid A – Furnish Bus Shelters were received and publically opened on July 25, 2013 at the City of Hattiesburg Clerk's Office. After a bid advertisement of three weeks from July 5, 2013 through July 25, 2013, two bids were received at the time of the opening. The responding bids were as follows:

No.	Bidder	Bid Amount
1	Spencer Fabrications, Inc., Tavares, FL	\$120,500
2	Precision Construction LLC. Hattiesburg, MS	\$148,000

Responsiveness:

The bid proposals were reviewed for completeness and to ensure that the proposals were properly executed by the bidders. As a part of the requirements set forth in the bid proposal, several bid and FHWA forms were to be properly completed and signed before a bidder could be considered responsive. The 5% bid bond requirement was waived for this contract under Addendum No. 1.

1. Bidder No. 1 - Spencer Fabrications, Inc:

The required forms were found to be completed and signed *with the exception of the following: DBE Utilization (Form 1 and Form 2)*. Both forms were left blank and were not completed by the bidder. In addition, several pages of the proposal were marked with revisions to the





421 Wando Park Blvd., Suite 210
Mount Pleasant, SC 29464
tel: 843.972.4542
fax: 843.388-0420

contract language and initialed by the bidder in an attempt to modify their proposal. Several of these riders may be considered not in keeping with the intent of this contract. Also, Spencer Fabrications, Inc. included their own one page Addendum clarifying some items of their bid. This includes a statement that they did not include a cost in their proposal to unload the shelters at the City storage facility, a major component of this contract.

2. Bidder No. 2 – Precision Construction LLC:

The required forms were found to be completed and signed.

Bid Tabulation:

The bid proposal tabulation sheet was reviewed for both bids for completeness and accuracy. Both Contractor's bid proposals appear to be properly signed and without mathematical errors.

Responsible Bidder:

Under the proposal, specifically under Addendum No. 2 dated July 22, 2013, we requested bidders of record to demonstrate that the fabricator of the bus shelter proposed in their proposal be experienced in the type of structure fabrication required in the contract. We requested documentation which can satisfactorily attest to the fabricator's successful performance within the past three (3) years to fabricate and fully deliver bus shelters or similar type structures.

1. Bidder No. 1 - Spencer Fabrications, Inc:

Spencer Fabrications has been providing quality custom bus shelters and amenities to several Central Florida transit systems and municipalities for over ten years, including the Central Florida Regional Transportation Authority, dba LYNX. Spencer Fabrications is the manufacturer that prepared the initial bus shelter design and exhibits for City of Hattiesburg review and approval. Also, Spencer Fabrications was the manufacturer listed as the "approved equal" in the previous HCT Bus Shelter bid dated May 23, 2013 before the contract was divided into two separate bids.

2. Bidder No. 2 – Precision Construction, LLC:

Precision Construction has listed Spencer Fabrications as their proposed fabricator for the bus shelters and amenities.



Andrew Ellard
July 30, 2013

Page 3 of 3

Recommendation:

We recognize that Bidder No. 1 – Spencer Fabrications is the apparent low bidder and is qualified to fabricate bus shelters and amenities under this contract. However, we believe that Spencer Fabrications bid proposal omitted the necessary forms required for DBE participation as well as attached several riders to the contract that should be considered non-responsive.

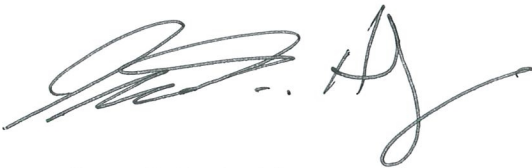
Although the cost per shelter is higher with Precision Construction LLC, we do note that the structure of the contract containing the Base Bid and an Alternate Bid provides the City the needed flexibility to order several bus shelter packages as desired for future use while staying within the overall funding budget.

Therefore, we recommend that the bid proposal submitted by Bidder No. 1 – Spencer Fabrications be considered non-responsive and recommend that the City of Hattiesburg award the HUB City Transit Bus Shelter ADA Accessibility Project - Bid A – Furnish Bus Shelters contract to Bidder No. 2 - Precision Construction LLC.

Should you have any questions or comments, please do not hesitate to call me at (843)972-4546.

Sincerely,

CDM Smith Inc.

A handwritten signature in black ink, appearing to read 'Stuart F. Healy', followed by a large, stylized flourish or initial.

Stuart F. Healy, PE
Project Manager

Attachment

P:\89685.HCT.Transit.ADAStops\211.RoadDes\Bid Phase\130625_HCT_BidA_NewBusShelters\Bid Evaluation\HCT_BidA_Recommendation_130730.doc



HUB City Transit Bus Shelter ADA Accessibility Project

BID A – Furnish Bus Shelters

City of Hattiesburg

Bid Advertisement: July 5, 2013

Bid Opening: July 25, 2013 @ 10am, City Clerk's Office, 200 Forrest Street, Hattiesburg, MS 39401

BID OPENING CHECKLIST

Bidders 1 through 3

No.	Item	Page #	BIDDER #1	BIDDER #2	BIDDER #3
1.	Name of Contractor	-	SPELCEI FABRICATED	PRECISION CONSTRUCTION LLC	
2.	Sealed Envelope marked as required	BD-4/5	?	?	
3.	Bid Amount	-	\$120,500	\$148,000	
*4.	Proposal (Signed /Dated)	BD-4	✓ w/changes	✓	
5.	Addenda Acknowledged	BD-4	✓	✓	
*6.	Additional Bidder's Certification	BD-5	✓ w/changes	✓	
7.	Bid Bond (5% of Bid)	BD-7	N/A - ADD #1	N/A - ADD #1	
*8.	DBE Utilization (FORM 1 and FORM 2 Signed/Dated)	BD-23/28	?	✓	
9.	Bid Proposal (Unit Price and Item Totals Completed)	BP-1/2	✓	✓	
10.	Bid Proposal (Declaration Signed/Dated)	BP-2	✓	✓	
11.	FTA Clause #12 - Lobbying (Attachment A Signed/Dated if >\$100,000)	FTA-17	✓	✓	
12.	FTA Clause #10 – Buy America (Attachment B or Attachment C Signed/Dated if >\$100,000)	FTA-18 or FTA-19 only	FTA-18 ✓	FTA-18 ✓	
13.	FTA Clause #16 – Gov't Debarment (Attachment D Signed/Dated if >\$25,000)	FTA-20	✓	✓	

HUB City Transit Bus Shelter ADA Accessibility Project

Bid A - Furnish Bus Shelters

City of Hattiesburg, MS

Bid Advertisement: July 5, 2013

Bid Opening: July 25, 2013 at 10am, City Clerks Office

BASE BID				Spencer Fabrications, Inc. 29511 Country Road 561 Tavares, FL 32778		Precision Construction LLC 15 Chanticleer Drive Hattiesburg, MS 39402	
Item	Item Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount
1	Bus Shelter and Amenities Fabricated and Delivered (No Installation) - Four Units	NEC	LS	\$49,400.00	\$49,400.00	\$64,000.00	\$64,000.00
ALTERNATE BID							
Item	Item Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount
2	Additional Bus Shelter and Amenities Fabricated and Delivered (No Installation)	6	Each	\$11,850.00	\$71,100.00	\$14,000.00	\$84,000.00
BID TOTAL					\$120,500.00	BID TOTAL	\$148,000.00

This is to certify that I have checked the tabulation of the bids received by the City of Hattiesburg on July 25, 2013 at 10am, and that said tabulation is true and correct to the best of my belief.


Stuart F. Healy, PE
Project Manager
CDM Smith, Inc.

7/30/13



City of Hattiesburg, MS

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

Master

File Number: 2013-0468

File ID: 2013-0468

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 07/30/2013

Brief Title: Hub City Transit Bus Shelter/ADA Project - Bid Package B

Final Action:

Minute Book Number: MB2013-221

Title:

Acknowledge bids received on July 25, 2013 for Hub City Transit Bus Shelter and ADA Accessibility Project - Bid Package B - Site Work and Install Bus Shelters and accept bid from Precision Construction, LLC in the amount of \$166,200 (base bid of 4 sites plus 1 additional site) as the best and lowest bid received.

Notes:

Sponsors:

Enactment Date:

Attachments: HCT_BidB_Recommendation_130730

Enactment Number:

Contact:

Meeting Date: 08/06/2013

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/06/2013					

Text of Legislative File 2013-0468

Title

Acknowledge bids received on July 25, 2013 for Hub City Transit Bus Shelter and ADA Accessibility Project - Bid Package B - Site Work and Install Bus Shelters and accept bid from Precision Construction, LLC in the amount of \$166,200 (base bid of 4 sites plus 1 additional site) as the best and lowest bid received.

Summary

Hub City Transit Bus Shelter/ADA Project - Bid Package B

Budget Information

073570.7295.99

Expenditure Type

FTA-ARRA

Purchasing Item

Sealed Bid

Publication Information



421 Wando Park Blvd., Suite 210
Mount Pleasant, SC 29464
tel: 843.972.4542
fax: 843.388-0420

July 30, 2013

Mr. Andrew Ellard
Department of Federal & State Programs
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898

Subject: **Bid Recommendation**
Bid B – Site Work and Install Bus Shelters
HUB City Transit Bus Shelter ADA Accessibility Project

Dear Mr. Ellard:

The bids for the HCT Bus Shelter ADA Accessibility Project: Bid B – Site Work and Install Bus Shelters were received and publically opened on July 25, 2013 at the City of Hattiesburg Clerk's Office. After a bid advertisement of three weeks from July 5, 2013 through July 25, 2013, one bid was received at the time of the opening. The responding bid was as follows:

Bidder	Bid Amount
Precision Construction LLC. Hattiesburg, MS	\$201,100

Responsiveness:

The bid proposal was reviewed for completeness and to ensure that the proposal was properly executed by the bidder. As a part of the requirements set forth in the bid proposal, several bid and FHWA forms were to be properly completed and signed before a bidder could be considered responsive. The 5% bid bond was included with the proposal. The required forms were found to be properly completed and signed.

Bid Tabulation:

The bid proposal tabulation sheet was reviewed for completeness and accuracy. The Contractor's bid proposal appears to be properly signed and without mathematical errors.



Andrew Ellard

July 30, 2013

Page 2 of 2

Responsible Bidder:

As part of our recommendation, we requested Precision Construction to provide us with three client references to allow us to check their past performance on recent projects of similar scope and size. These recommendations were provided to us under the previous bid of May 23, 2013. In summary, two of the three references responded. Both references found Precision Construction to be conscientious, responsive, and qualified to perform the work and both references recommended Precision Construction for the HCT Bus Shelter ADA Accessibility Project.

Recommendation:

We recognize that the City of Hattiesburg is under a very tight timeline to complete the project by October 1st as per ARRA funding requirements. We find that Precision Construction appears to be a competent contractor for this work and although we find that their costs to perform individual site work and install the shelters high compared to the Engineer's Estimate, we note that the structure of the contract containing the Base Bid and an Alternate Bid provides the City the needed flexibility to construct several locations and order additional shelters as desired for future construction while staying within the overall funding budget.

Therefore, we recommend that the bid proposal submitted by Precision Construction LLC be considered satisfactory and recommend that the City of Hattiesburg award the HUB City Transit Bus Shelter ADA Accessibility Project – Bid B – Site Work and Install Bus Shelters to Precision Construction LLC.

Should you have any questions or comments, please do not hesitate to call me at (843)972-4546.

Sincerely,

CDM Smith Inc.

A handwritten signature in black ink, appearing to read 'Stuart F. Healy', with a large, stylized flourish extending from the bottom right.

Stuart F. Healy, PE
Project Manager

Attachment

P:\89685.HCT.Transit.ADAStops\211.RoadDes\Bid Phase\130625_HCT_BidB_SiteWork\Bid Evaluation\HCT_BidB_Recommendation_130730.doc



HUB City Transit Bus Shelter ADA Accessibility Project

BID B – Site Work and Install Bus Shelters

City of Hattiesburg

Bid Advertisement: July 5, 2013

Bid Opening: July 25, 2013 @ 10am, City Clerk's Office, 200 Forrest Street, Hattiesburg, MS 39401

BID OPENING CHECKLIST

Bidders 1 through 3

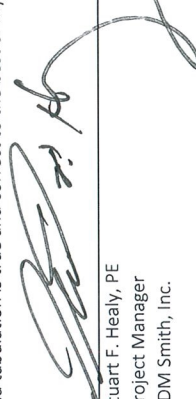
No.	Item	Page #	BIDDER #1	BIDDER #2	BIDDER #3
1.	Name of Contractor	-	REC-101 Construction LLC		
2.	Sealed Envelope marked as required	BD-4/5	✓		
3.	Bid Amount	-	\$201,100		
4.	Proposal (Signed /Dated)	BD-6	✓		
5.	Addenda Acknowledged	BD-6	✓		
6.	Additional Bidder's Certification	BD-7	✓		
7.	Bid Bond (5% of Bid)	BD-8	✓		
8.	DBE Utilization (FORM 1 and FORM 2 Signed/Dated)	BD-26/27 27/28	✓		
9.	Bid Proposal (Unit Price and Item Totals Completed)	BP-1/2	✓		
10.	Bid Proposal (Declaration Signed/Dated)	BP-2	✓		
11.	FTA Clause #12 - Lobbying (Attachment A Signed/Dated if >\$100,000)	FTA-17	✓		
12.	FTA Clause #10 – Buy America (Attachment B or Attachment C Signed/Dated if >\$100,000)	FTA-18 or FTA-19 only	FTA-18 ✓		
13.	FTA Clause #16 – Gov't Debarment (Attachment D Signed/Dated if >\$25,000)	FTA-20	✓		

HUB City Transit Bus Shelter ADA Accessibility Project
Bid B - Site Work and Install Bus Shelters
City of Hattiesburg, MS

Bid Advertisement: July 5, 2013
 Bid Opening: July 25, 2013 at 10am, City Clerks Office

BASE BID					Precision Construction LLC 15 Chanticleer Drive Hattiesburg, MS 39402	
Item	Item Description	Quantity	Unit	Unit Price	Amount	
1	Site 1 - McLeod Street at Fire Station	NEC	LS	\$32,600.00	\$32,600.00	
2	Site 2 - Hardy Street at Library (OB)	NEC	LS	\$33,000.00	\$33,000.00	
3	Site 3 - Hardy Street at Kamper Park (IB)	NEC	LS	\$33,100.00	\$33,100.00	
4	Site 4 - S. 28th Avenue at Forrest General	NEC	LS	\$32,800.00	\$32,800.00	
ALTERNATE BID						
Item	Item Description	Quantity	Unit	Unit Price	Amount	
5	Site 5 - Country Club Rd at Pineview Apts	NEC	LS	\$34,700.00	\$34,700.00	
6	Site 6 - Walmart Service Road off US Hwy. 98	NEC	LS	\$34,900.00	\$34,900.00	
BID TOTAL					\$201,100.00	

This is to certify that I have checked the tabulation of the bids received by the City of Hattiesburg on July 25, 2013 at 10am, and that said tabulation is true and correct to the best of my belief.

 7/3/13
 Stuart F. Healy, PE
 Project Manager
 CDM Smith, Inc.



City of Hattiesburg, MS

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

Master

File Number: 2013-0467

File ID: 2013-0467

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 07/30/2013

Brief Title: Tatum Park Soccer Field 11 & 12 Lighting
Specifications

Final Action:

Minute Book Number: MB2013-221

Title:

Approve Specifications for Tatum Park Soccer Field #11 and Field #12
Lighting, and Authorize Advertisement for Bid for Same.

Notes:

Sponsors:

Enactment Date:

Attachments: Tatum Soccer 11 & 12 Contract, Tatum Soccer Field
11 & 12 Lighting

Enactment Number:

Contact:

Meeting Date: 08/06/2013

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/06/2013					

Text of Legislative File 2013-0467

Title

Approve Specifications for Tatum Park Soccer Field #11 and Field #12 Lighting, and
Authorize Advertisement for Bid for Same.

Summary

Authorization for Advertisement

Budget Information

002300.7295.49

Expenditure Type

Capital Budgeted Item

Purchasing Item

Sealed Bid

Publication Information

8-7-13 & 8-14-13

***CONTRACT DOCUMENTS AND TECHNICAL
SPECIFICATIONS***

FOR

**TATUM PARK – SOCCER FIELDS
11 & 12 LIGHTING**

FOR THE

**CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI
FORREST COUNTY**



JULY, 2013

PREPARED BY



NEEL-SCHAFER
Solutions you can build upon

CONTENTS

Bidders Information and Bid Forms

Advertisement for Bids	00030-1
Instructions to Bidders	00100-1
Bidder's Proposal	00300-1
Contract Forms.....	00500-1

Project Manual

EJCDC	00700-1
Supplementary Conditions.....	00800-1

Technical Specifications

Division 01 – General Requirements

01010 Summary of Work	01010-1
01025 Measurement and Payment	01025-1
01026 Schedule of Values	01026-1
01027 Applications for Payment	01027-1
01030 Special Project Procedures.....	01030-1
01041 Project Coordination	01041-1
01041.1 Utility Coordination.....	01041.1-1
01045 Cutting and Patching.....	01045-1
01050 Field Engineering.....	01050-1
01060 Regulatory Requirements.....	01060-1
01200 Project Meetings	01200-1
01310 Construction Schedules.....	01310-1
01340 Shop Drawings, Project Data, and Samples.....	01340-1
01600 Material and Equipment.....	01600-1
01630 Substitutions	01630-1
01710 Cleaning	01710-1
01720 Project Record Documents	01720-1
01740 Warranties and Bonds	01740-1

Division 16 — Electrical

16010	General Requirements.....	16010-1
16020	Codes and Standards.....	16020-1
16030	Electrical Systems Schedule	16030-1
16040	Basic Materials and Methods.....	16040-1
16050	Utility Service	16050-1
16111	Conduits and Fittings.....	16111-1
16120	Wire and Cable	16120-1
16130	Boxes	16130-1
16140	Wiring Devices	16140-1
16160	Cabinets and Enclosures	16160-1
16170	Grounding and Bonding Systems	16170-1
16180	Equipment Wiring Systems	16180-1
16190	Supporting Devices.....	16190-1
16195	Electrical Identification.....	16195-1
16402	Underground Electrical Service.....	16402-1
16461	Dry Type Transformers.....	16461-1
16470	Lighting and Panelboards	16470-1
16501	Lamps	16501-1
16510	Interior and Exterior Lighting System	16510-1
16520	Field Lighting System.....	16520-1

ADVERTISEMENT FOR BIDS

TATUM PARK – SOCCER FIELDS 11 & 12 LIGHTING

CITY OF HATTIESBURG, MISSISSIPPI

Sealed bids will be received by the City of Hattiesburg, at the City Clerk's office, Mississippi, hereafter referred to as Owner, located at 200 Forrest Street, Hattiesburg, Mississippi, 39401, until 10:00 A.M., Local Time, Friday, **September 6, 2013** for supplying all labor, equipment, and materials (as specified) necessary for the construction of the above referenced project. Work consists of installing lights for soccer fields 11 and 12 at Tatum Park.

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 labor, equipment and materials required by the specifications and the drawings referred to therein.

Contract time shall be **150** consecutive calendar days from the effective date shown in the Notice to Proceed to complete the work. Liquidated damages will be assessed in the amount of **five hundred dollars (\$500) per day** for each consecutive calendar day beyond the specified contract time.

Bidder must be qualified under Mississippi Law and show current Certificate of Responsibility issued by the Mississippi State Board of Public Contractors establishing his classification as to the value and type of construction on which he is authorized to bid.

Each Bidder shall write his Certificate of Responsibility Number on the outside of the sealed envelope containing his proposal.

Proposals shall be submitted in duplicate, sealed and deposited with the Owner 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.

Each Bidder must submit with his proposal a separate attachment stating his qualifications to perform the work. The Statement of Qualifications shall list past projects of similar size and nature, a list of references with name and telephone number, a list of key personnel who will perform the work, and other information supporting the bidder's qualifications.

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 is to attach to his bid a copy of his resident state's current laws pertaining to such state's treatment of non-resident contractors.

Each Bidder must deposit with his proposal, a Bid Bond or Certified Check in an amount equal to five percent of his bid, payable to the Owner, as bid security. Bidders shall also submit a current financial statement, if requested, by the Owner. The successful bidder will be required to furnish a Payment Bond and Performance Bond each in the amount of 100 percent of the contract amount.

Copies of the Instructions to Bidders, Bid Forms, Contract Drawings and Contract Specifications (with the exception of the Mississippi Standard Specifications for Road and Bridge Construction) may be procured at the office of the Engineer, Neel-Schaffer located at 704 Hardy Street, Hattiesburg, Mississippi 39401 between the hours of 8:00 A.M. and 5:00 P.M., Local Time, Monday through Friday, upon payment of \$100.00 for each set, which will not be refunded. Checks are to be made payable to the Engineer.

The Owner 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 Neel-Schaffer, Inc., 704 Hardy Street, Hattiesburg, Mississippi 39401; Phone No. (601) 545-1565, Fax No. (601)-545-2267. Geoffrey Crosby, P.E. - Project Engineer.

A Pre-Bid Meeting will be held on Friday, August 30, 2013 at 10:00 a.m. at the City Clerk's office located at 200 Forrest Street, Hattiesburg, Mississippi. Prospective bidders are encouraged to attend the meeting.

The Owner reserves the right to reject any and all bids and to waive any informalities or irregularities therein.

BY: Eddie R Myers/s/
Eddie Myers, City Clerk
City of Hattiesburg, Mississippi

DATES OF PUBLICATION:

August 7, 2013

August 14, 2013

INSTRUCTIONS TO BIDDERS

TATUM PARK – SOCCER FIELDS 11 & 12 LIGHTING

CITY OF HATTIESBURG, MISSISSIPPI

CONTENTS

1.	Coordination of Specifications	00100-2
2.	Date and Place of Opening of Proposals.....	00100-2
3.	Form for Proposals.....	00100-2
4.	Prequalification	00100-3
5.	Certificate of Responsibility	00100-3
6.	Annual License to Bid	00100-3
7.	Charges for Proposals, Plans and Specifications	00100-3
8.	Omissions and Discrepancies.....	00100-3
9.	Addenda	00100-3
10.	Interpretations	00100-4
11.	Bid Security	00100-4
12.	General Information.....	00100-4
13.	Rejection of Proposal	00100-4
14.	Conditions of Work	00100-5
15.	Security for Faithful Performance	00100-5
16.	Insurance	00100-5
17.	Subcontractors	00100-5
18.	Method of Award – Lowest Responsive Bidder.....	00100-5
19.	Obligation of Bidder	00100-6
20.	Subsurface Data	00100-6
21.	Execution of Contract	00100-6
22.	Interchangeable Terms.....	00100-6
23.	Qualifications of Bidder, Owner's Rights	00100-6
24.	Materials and Equipment	00100-7
25.	Non-Resident Bidders.....	00100-7
26.	Designating Owner and Engineer	00100-7

1. COORDINATION OF SPECIFICATIONS

Work under this Contract shall be performed in accordance with the Contract Documents, which includes General Conditions, Supplementary Conditions and Technical Specifications contained therein. Division 200 through 800 of the *Mississippi Standard Specifications for Road and Bridge Construction* (2004 Edition) is made a part hereof as if it were attached hereto, except where superseded by special provisions contained herein.

2. DATE AND PLACE OF OPENING OF PROPOSALS

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

The Owner reserves the right to postpone the date for presentation and opening of Proposals and will give notice of any such postponement to each known prospective Bidder.

3. FORM FOR PROPOSALS

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

City Clerk
City of Hattiesburg
200 Forrest Street
Hattiesburg, Mississippi 39401

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

**SEALED BID FOR: TATUM PARK – SOCCER FIELDS 11 &12 LIGHTING
CITY OF HATTIESBURG, MISSISSIPPI**

BY _____

Certificate of Responsibility No. _____

State License No. _____

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

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

4. PREQUALIFICATION

Contractors desiring to Bid on proposed construction contracts who have not been prequalified by the Owner, shall file with the Owner a current financial statement showing assets and liabilities as a prerequisite to entering into contracts with the Owner. If prequalification is required, the appropriate submittal information will be requested from bidders during the bid evaluation performed by the Engineer and Owner after receipt of Proposals.

All Bidders must be in good standing with the Owner. Good standing includes, among other things: (a) whether Bidder is currently delinquent on the completion of work or punchlist items under another Owner contract for which it was a successful bidder; (b) whether Bidder is currently in default under another Owner contract for which it was a successful bidder; and (c) whether Bidder has failed to fulfill provisions of another Owner contract for which it was a successful bidder, during the past two years.

5. CERTIFICATE OF RESPONSIBILITY

Prior to filing Bids on Owner projects (in excess of \$50,000), the prospective Bidder must obtain a Certificate of Responsibility from the Mississippi State Board of Public Contractors, establishing his classification as to the value and the type of construction on which he is authorized to bid. Application must be submitted to the Board at least 30 days prior to a regular Board meeting scheduled every Quarter on the first Tuesday of January, April, July and October.

6. ANNUAL LICENSE TO BID (Not Used)

7. CHARGES FOR PROPOSALS, PLANS AND SPECIFICATIONS

Prospective Bidders may obtain Proposal forms including one copy of Contract Documents upon payment of the amount of money stipulated in the "Advertisement for Bids."

No refunds will be made for return of Plans or Specifications.

If a contract award is made, the successful Bidder will be furnished (free of charge) two additional sets of the Plans and Specifications.

In the event all Bids are rejected and the Project is re-advertised, the original Bidders shall **NOT** be entitled to free Bidders Proposal forms for the subsequent letting.

8. OMISSIONS AND DISCREPANCIES

Should a Bidder find discrepancies, errors or omissions in the Drawings or Specifications, or should he be in doubt as to the correctness of the Plan details, dimensions and layout, he should immediately notify the Engineer in order to permit checking and any necessary revisions or modifications.

9. ADDENDA

Prior to the date set for opening of Bids, the right is reserved, in the interests of the Owner, as it may require, to revise or amend the Contract Documents. Such revisions, if any, will be announced by an Addendum or Addenda, and copies of such Addenda will be furnished to all prospective Bidders who have purchased Plans and Specifications for acknowledgment by return fax. If the revisions and

Addenda are of a nature which require material changes in quantities or prices Bid, or both, the date set for opening Bids may be postponed to enable Bidders to revise their Bids. In such case, the Addendum or Addenda will include an announcement of the new date for opening Bids.

10. INTERPRETATIONS

No oral interpretation made to any Bidder as to the meaning of the Contract Documents shall be considered an effective modification of any of the provisions of the Contract Documents. In order to ensure appropriate and concise responses, and avoid any misinterpretations, no verbal questions will be received. Written requests for interpretation of the Plans and Specifications shall be submitted to the Engineer at least 10 days prior to opening of Proposals so that a formal decision can be given in writing to all known prospective Bidders in the form of an Addendum. The Contract Document contains 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.

11. BID SECURITY

All Bids shall be accompanied by a Bid Security in the form of a Certified Check upon a national or state bank or a Bid Bond made by a bonding company registered in the State of Mississippi, drawn and made payable to the Owner in an amount equal to five percent of the Bid. The Certified Check or Bid Bond must be enclosed in the same envelope with the Bid. Except as noted below, the Bid Security of all known unsuccessful Bidders will be returned promptly after a Notice of Award has been sent to the successful Bidder or in the event that all Bids are rejected.

The Bid Security of the next two lowest qualified Bidders will be retained until the Contract has been executed with the lowest qualified Bidder. The Bid Security of the successful Bidder will be returned when satisfactory Performance and Payment Bonds have been furnished and approved and the Contract executed.

12. GENERAL INFORMATION

Bidders shall inform themselves and comply with all pertinent Owner regulations and ordinances, State and Federal laws, licenses and tax liabilities which may in any manner affect their Bids and the prosecution of the work. The successful bidder will be responsible for obtaining all building, plumbing, and electrical permits required by the local city government. Special attention is directed to the rules and regulations published by the Mississippi State Tax Commission outlining certain taxes imposed on Contractors by the state of Mississippi.

13. REJECTION OF PROPOSAL

Proposals may be rejected in the case of any omission, alterations of forms, additions or conditions not called for, unauthorized alternate Bids, incomplete Bids, erasures or irregularities of any kind. Bids received conditioning their consideration or rejection upon Bids for the other work submitted by the same Bidder may be classed as irregular, unless the Contract Documents specifically invite or permit conditional or combination Bids. Bids in which the prices obviously are unbalanced may be rejected.

14. CONDITIONS OF WORK

Each Bidder must inform himself fully of the conditions relating to the construction of the Project and the employment of labor thereon. Failure to do so will not relieve a successful Bidder of his obligation to furnish all materials and labor necessary to carry out the provisions of his Contract. Insofar as possible, the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor.

15. SECURITY FOR FAITHFUL PERFORMANCE

Simultaneously with his delivery of the Executed Contract, the Contractor shall furnish a Performance Bond and a Payment Bond each in the sum of 100% of the Contract amount as security for faithful performance of his Contract and for the payment of all persons performing labor on the Project under his Contract and furnishing materials in connection with his Contract, as specified in the Contract Documents. The surety of such Bonds shall be issued by a duly authorized surety company listed on the Treasury Department's most current list Circular 570 (as amended) and satisfactory to the Owner.

Attorneys in fact who sign Bid Bonds or Payment Bonds and Performance Bonds must file with each bond a certified and effective dated copy of their Power of Attorney. Failure of the successful Bidder to execute the Contract and to supply the required bonds within 10 calendar days from the date that the Notice of Award is delivered, or within such extended period as the Owner may grant based upon reasons determined sufficient by the Owner, shall constitute a default, and the Owner, at his discretion, may either award the Contract to the next lowest qualified Bidder or readvertise for Bids, and may charge against the Bidder the difference between the amount for which a Contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the Bid Bond. If a more favorable bid is received by readvertising, the defaulting Bidder shall have no claim against the Owner for a refund. The Contractor's bond will not be released until all provisions of the Contract have been fulfilled.

16. INSURANCE

The Contractor will be required to carry the types and amounts of insurance named in the Contract Documents for the full life of the Contract.

17. SUBCONTRACTORS

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

18. METHOD OF AWARD – LOWEST RESPONSIVE BIDDER

The Owner will award the Contract to the lowest and best Bid unless all Bids are rejected. The award will be based on the evaluation of the low bid for the total base bid or the total alternate bid as decided upon by the Owner.

The responsiveness of the low Bidder shall be determined by (1) the completeness and regularity of the Bidders Proposal; (2) the Bidders Proposal being without exclusions or special conditions; (3) the Bid Form having no alternative Bids for any item unless requested in the Technical Specifications;

and (4) such other factors as may be considered under State law, Federal law or regulation.

The evaluation of the low bidder will be based on whether the Bidder (1) maintains a permanent place of business; (2) has adequate plant equipment to do the work properly and within the time limit that is established; (3) has adequate financial status to meet his obligations contingent to the work; (4) has adequate manpower and present workload is such that he can perform according to a reasonable schedule; and (5) such other factors as may be considered under State law, Federal law or regulation.

19. OBLIGATION OF BIDDER

At the time of the opening of Bids, each Bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Plans and Contract Documents (including all Addenda).

The failure or omission of any Bidder to examine any form, instrument or document shall in no way relieve any Bidder from any obligation in respect to his Bid. Submission of Bid shall be accepted as prima facie evidence that Bidder has inspected the site and is familiar with the Plans and Contract Documents.

20. SUBSURFACE DATA

Geotechnical Report is included for use and located in Appendix A.

21. EXECUTION OF CONTRACT

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

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

22. INTERCHANGEABLE TERMS

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

23. QUALIFICATIONS OF BIDDER, OWNER'S RIGHTS

The Owner may make such investigation as it deems necessary to determine the ability of the 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 Contract and to complete the work contemplated therein.

24. MATERIALS AND EQUIPMENT

Whenever materials or equipment are specified or described in the Contract Documents by using the name of a manufacturer, fabricator, supplier, or distributor, the naming of the item in this manner is intended to establish the type, function and quality required. Materials or equipment of other manufacturers, fabricators, suppliers, or distributors may be accepted by the Engineer if sufficient information is submitted by the Contractor to allow the Engineer to determine that the material or equipment proposed is equivalent to that named in the Contract Documents. Bidders are referred to Section 6.3 of the General Conditions regarding procedures for approval of substitute materials and equipment.

25. NON-RESIDENT BIDDERS

Awarding public contracts to non-resident Bidders will be on the same basis as the non-resident Bidder's state awards contractors 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.

26. DESIGNATING OWNER AND ENGINEER

Any reference in the Contract Documents to the State of Mississippi, Mississippi Department of Transportation, Mississippi Transportation Commission, or any official thereof shall be interpreted to mean the City of Hattiesburg, Mississippi, the "Owner".

Any reference in the Standard Specifications to the Project Engineer, District Engineer, Office Engineer, or Engineer shall be interpreted to mean the Engineer for the City of Hattiesburg, Mississippi, Neel-Schaffer, Inc.

BIDDER'S PROPOSAL
TATUM PARK – SOCCER FIELDS 11 & 12 LIGHTING
CITY OF HATTIESBURG, MISSISSIPPI

CONTENTS

Bidder's Proposal	00300-2
Prices Bid and Approximate Quantities	00300-4
Bidder's Corporate Declaration	00300-6
Non-Collusion Affidavit	00300-7
Bid Bond	00300-8
Proposed Subcontractors	00300-10

BIDDER'S PROPOSAL

TATUM PARK – SOCCER FIELDS 11 & 12 LIGHTING

CITY OF HATTIESBURG, MISSISSIPPI

DATE: _____, 20____

PROPOSAL OF _____
(Name of Bidder)

(Address of Bidder)

for construction of the Tatum Park – Soccer Fields 11 & 12 Lighting project.

The documents on which this Proposal is based include the Instructions to Bidders, Bid Forms, General Conditions, Supplementary Conditions, Supplemental General Conditions, Technical Specifications, Contract Drawings, and all supplements, amendments and addenda for this Project and are made a part hereof by reference.

**TO: CITY OF HATTIESBURG
200 FORREST STREET
HATTIESBURG, MISSISSIPPI 39401**

Gentlemen:

The following Proposal is submitted on behalf of the undersigned Bidder(s) and no others. Evidence of my (our) authority to submit the Proposal is hereby furnished. The Proposal is submitted without collusion on the part of any person, firm or corporation.

I (We), the undersigned Bidder(s), certify that I (we) have carefully examined the Instructions to Bidders, Bid Forms, General Conditions, Supplemental Conditions, Technical Specifications, Contract Drawings and any and all Addenda thereof.

I (We) further certify that I, (we) have visited and carefully examined the site of the proposed Work and have inspected the location and condition of all public utilities and existing structures or other facilities on the site or adjacent thereto which may be affected by the proposed construction and fully understand all conditions relative to construction difficulties, hazards, labor, transportation and all other factors affecting the prosecution of the work covered by this Proposal.

I (We) understand that the quantities mentioned below are approximate only and are subject to either increase or decrease, and hereby propose to perform any increased or decreased quantities of work at the unit prices bid. No increase in quantities of work shall be performed until a written change order is duly executed in advance and approved in the public minutes of the Owner.

00300-2

In accordance with the requirements of the Instructions to Bidders, Bid Forms, Federal Supplement to Bidder's Proposal, Technical Specifications, General Conditions, Supplementary Conditions, Contract Drawings, and any Addenda, I (we) propose to furnish all necessary materials, equipment, labor, tools and other means of construction and will do all Work called for by the Contract Documents within the specified Contract Time. The following is my (our) itemized proposal for the project:

Prices Bid and Approximate Quantities – Base Bid					
Pay Item	Description	Qty	Unit	Unit Price	Price Extension
1.0	TATUM PARK – SOCCER FIELDS 11 & 12 LIGHTING	1	LS		
Total Base Bid = \$					

THE BIDDER'S TOTAL ABOVE IS HIS TOTAL BID BASED ON HIS UNIT PRICES AND LUMP SUM PRICES AND THE ESTIMATED QUANTITIES. THIS FIGURE IS FOR INFORMATION ONLY AT THE TIME OF OPENING BIDS. THE OWNER WILL MAKE THE BID TABULATION FROM THE UNIT PRICES AND LUMP SUM PRICES BID. IF THERE IS AN ERROR IN THE TOTAL BY THE BIDDER, IT SHALL BE CHANGED AS ONLY THE UNIT PRICES AND LUMP SUM PRICES SHALL GOVERN.

NOTE: FAILURE OF BIDDER TO INCLUDE PRICES FOR THE ALTERNATE BID ITEMS MAY RENDER HIS PROPOSAL NON-RESPONSIVE.

NOTE: Bids shall include sales tax and all other applicable taxes and fees.

I (We) further propose to execute the Contract Agreement as bound herein within ten working days after receipt of Contract Forms from the Owner and to complete the work within the contract time. I (We) agree to pay as liquidated damages the actual costs, expenses and other losses reasonably incurred by Owner for each consecutive calendar day beyond the specified Contract Time.

I (We) also propose to execute a Performance Bond and a Payment Bond, as shown in the Specifications, each in an amount of not less than one hundred percent (100%) of the total of my (our) Bid. These Bonds shall not only serve to guarantee the completion of the Work on my (our) part, but also to guarantee the excellence of both workmanship and materials until the Work is finally accepted.

I (We) enclose a Bid Bond or Certified Check for 5 percent of _____
_____, DOLLARS (\$ _____)
(Base Bid Amount)

and hereby agree that in case of my (our) failure to execute the Contract and furnish the Bonds within ten calendar days after delivery of the Notice of Award, the amount of this check (Bid Bond) will be forfeited to the Owner as liquidated damages arising out of my (our) failure to execute the Contract as proposed.

It is understood that in case I (we) am (are) not awarded the Work, the Certified Check or Bid Bond submitted as Bid security will be returned as stipulated in the Contract Documents.

Bidder acknowledges receipt of the following Addenda:

No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____

Respectfully Submitted,

Contractor(s)

By: _____
Title

Address

BIDDER'S CORPORATE DECLARATION
(TO BE FILLED IN IF BIDDER IS A CORPORATION)

Date: _____, 20_____.

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

President

Secretary

Treasurer

DECLARATION OF PARTNERSHIP

(To be filled in if a Bidder is a Partnership)

Our Partnership is composed of the following individuals:

Address

Address

NON-COLLUSION AFFIDAVIT

TATUM PARK – SOCCER FIELDS 11 & 12 LIGHTING

CITY OF HATTIESBURG, MISSISSIPPI

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

STATE OF _____)

COUNTY OF _____) ss.

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

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

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

Affiant

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

Notary Public in and for

_____ County,

(SEAL)

My Commission Expires

_____, 20_____.

BID BOND

TATUM PARK – SOCCER FIELDS 11 & 12 LIGHTING

CITY OF HATTIESBURG, MISSISSIPPI

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____ as Principal, and _____ as Surety, are hereby held and firmly bound unto the Owner, in the penal sum of \$ _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns. Signed this ____ day of _____, 20 _____.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner, a certain bid, attached hereto and hereby made a part hereof to enter into a contract in writing for the above referenced project.

NOW THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (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 signed by their proper officers, the day and year first set forth above.

Contractor

SEAL

By:_____

Surety

SEAL

By:_____

PROPOSED SUBCONTRACTORS

TATUM PARK – SOCCER FIELDS 11 &12 LIGHTING

CITY OF HATTIESBURG, MISSISSIPPI

The names and addresses of all persons and parties who will be utilized for subcontract Work in the foregoing Bidder's Proposal are listed below. (The Contractor must list all Subcontractors to be utilized on the Work. Failure to list Subcontractors may cause the Bidder's Proposal to be rejected by the Owner as non-responsive.) If the Bidder does not propose Subcontractors, so state.

NAME

ADDRESS

CONTRACT FORMS

TATUM PARK – SOCCER FIELDS 11 & 12 LIGHTING

CITY OF HATTIESBURG, MISSISSIPPI

CONTENTS

Contract.....	00500-2
Partnership Certificate	00500-5
General Instructions for Bonds	00500-6
Performance Bond	00500-7
Payment Bond.....	00500-9
Notice of Award.....	00500-11
Notice to Proceed	00500-13
Certificate of Sufficiency	00500-15
Contract Change Order	00500-16

CONTRACT

TATUM PARK – SOCCER FIELDS 11 &12 LIGHTING

CITY OF HATTIESBURG, MISSISSIPPI

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

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

1. THE CONTRACTOR will commence and complete the "Tatum Park – Soccer Fields 11 &12 Lighting" project in strict accordance with the Contract Documents and the Contract Drawings.
2. The Contractor will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will attain Final Completion within the contract time stipulated in the Advertisement for Bids unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS. The Contractor agrees to pay, as liquidated damages, the actual damages, costs, losses and expenses reasonably incurred by Owner for each consecutive calendar day that he shall be in default in attaining Final Completion within the time stipulated as provided herein.
3. The term "CONTRACT DOCUMENTS" means and includes Advertisement for Bids, Instructions to Bidders, Bidder's Proposal, Bid Bond, Contract, Payment Bond, Performance Bond, General Conditions, Supplementary Conditions, Technical Specifications, Contract Drawings, Notice of Award, Notice to Proceed, Addenda (if any), and all subsequent Change Orders, Supplemental Agreements and/or other modifications as if formally recopied in this Contract.
4. The Contractor agrees to furnish all materials in place and to faithfully complete all of said work contemplated by this Contract in good and workmanlike manner, strictly in accordance with said Contract Documents, Contract Drawings and other requirements of the Owner, and to the complete satisfaction of the Owner or his authorized representatives, and in accordance with the Laws of the state of Mississippi and the Ordinances of the Owner, for which the Owner hereby agrees to pay and the Contractor agrees to accept a sum of money in current funds equal to the contract amount of _____ (\$ _____) plus the amount of any supplemental agreements and force accounts for extra work authorized and duly set forth in a written change order approved and executed by the Owner and set forth in the public minutes of the Owner and in full compensation for furnishing all materials, the doing of all work contemplated under the Contract, as well as all loss or damage, if any, arising out of the nature of the work, or the action of the weather, and any and all other unforeseen obstructions or difficulties that may be encountered in the prosecution of the same, the Contractor assuming all risks of every kind and description in the performance of this

Contract.

5. The Contractor shall protect, indemnify and save harmless the Owner from and against any and all damage, loss, claims, judgments or expenses, including but not limited to reasonable attorney's fees, which the Owner may suffer or be subjected to by the performance of the work, including but without limitation injury to or death of any person whomever and destruction or damage to any property whatsoever.
6. Attached hereto and made a part of this Contract is a Performance Bond, executed by a Surety Company doing business in the state of Mississippi, in the sum of

(\$_____).
7. Attached hereto and made a part of this Contract is a Payment Bond, executed by a Surety Company doing business in the state of Mississippi, in the sum of

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

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

OWNER

CONTRACTOR

BY _____

BY _____

ATTEST _____

ATTEST _____

(Seal)

(Seal)

PARTNERSHIP CERTIFICATE

State of _____

County of _____ Ss.

On this _____ day of _____, 20_____, before me personally appeared _____, known to me and known by me to be the person who executed the above instrument, who being by me first duly sworn, did depose and say that he is a general partner in the firm of _____; that said firm consists of himself and _____; and that he executed the foregoing instrument on behalf of said firm for the uses and purposes stated herein.

Notary Public in the

County of _____

State of _____

Notary Seal

My Commission Expires:

CORPORATE CERTIFICATE

I, _____ certify that I am the Secretary of the Corporation named as Contractor in the foregoing Contract; that _____, who signed said Contract on behalf of the Contractor was then _____ of said Corporation; that said Contract was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

Secretary

Corporate Seal

GENERAL INSTRUCTIONS FOR BONDS

1. The surety on each Bond must be a responsible surety company, which is qualified to do business in Mississippi and satisfactory to the Owner.
2. The name, including full Christian name and residence of each individual party to the Bond shall be inserted in the body thereof, and each such party shall sign the Bond with his usual signature on the line opposite the seal and if signed in Maine, Massachusetts or New Hampshire an adhesive seal shall be affixed opposite the signature. The bond must be either signed or countersigned by a Mississippi Resident Agent of the Surety Company.
3. If the principals are partners, their individual names will appear in the body of the Bond with the recital that they are partners composing a firm, naming it; and all the members of the firm shall execute the Bond as individuals.
4. The signature of a witness shall appear in the appropriate place, attesting to the signature of each individual party to the Bond.
5. If the principal or surety is a corporation, the name of the State in which incorporated shall be inserted in the appropriate place in the body of the Bond, and said instrument shall be executed and attested under the corporate seal as indicated in the form. If the corporation has no corporate seal the fact shall be stated, in which case, a scroll or adhesive seal shall appear following the corporate name.
6. The official character and authority of the person or persons executing the Bond for the principal, if a corporation, shall be certified by the secretary or assistant secretary, according to the form attached hereto. In lieu of such certificate there may be attached to the Bond copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.
7. The date of this Bond must not be prior to the date of the Contract in connection with which it is given.
8. Surety Companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

PERFORMANCE BOND

00500-6

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____ hereinafter called Principal, and
(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____ Dollars,
\$(_____) in lawful money of the United States, for the payment of which sum well
and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these
presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain
contract with the OWNER, dated _____ day of _____ 20 _____,
a copy of which is hereto attached and made a part hereof for the construction of :

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings,
covenants, terms, conditions, and agreements of said contract during the original term thereof, and any
extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the
one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and
shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by
reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the
OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full
force and effect.

NOW, THEREFORE, if the Principal shall promptly make payment of all taxes, licenses, assignments,
contributions, damages, penalties, and interest thereon, when and as the same may lawfully be due the state of
Mississippi, or any county, municipality, board, department, commission, or political subdivision thereof, by
reason of and directly connected with the performance of said Contract or any part thereof as provided by
Sections 27-65-1, 27-65-21, 27-67-301 and 31-5-3, supra, or any other applicable statute or other authority,
then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change,
extension of time, alteration or addition to the terms of the contract or to the WORK to be performed
thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this

00500-7

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS THAT

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal,
(Corporation, Partnership, or Individual)

and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____
Dollars, \$(_____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____ 20 _____, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

00500-9

IN WITNESS WHEREOF, this statement is executed in _____ counterparts, each one of which shall
(number)
be deemed an original, this the _____ day of _____, 20 _____.

ATTEST:

(Principal) Secretary
(Seal)

Principal
By _____

(Address)

Witness as to Principal

(Address)

ATTEST:

Surety

By _____

Witness as to Surety

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

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

NOTICE OF AWARD

Date _____

TO: _____

RE: Tatum Park – Soccer Fields 11 & 12 Lighting
 City of Hattiesburg, Mississippi

NOTICE OF AWARD

Gentlemen:

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

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

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

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

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

00500-11

You are required to return an acknowledged copy of this Notice of Award directly to the City of Hattiesburg, Mississippi, Attention: Mayor Johnny Dupree, and to Neel-Schaffer, Inc.

Sincerely,

NEEL-SCHAFFER, INC.

Geoffrey Crosby, P.E.
Project Engineer

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

ACCEPTANCE OF NOTICE

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

By _____

Title _____

NOTICE TO PROCEED

Date

To: _____

Attention: _____

REFERENCE: NOTICE TO PROCEED
TATUM PARK – SOCCER FIELDS 11 & 12 LIGHTING
CITY OF HATTIESBURG, MISSISSIPPI

Dear _____:

You are hereby notified to commence Work in accordance with the Contract dated _____, on or before _____. You are to complete the Work within _____ consecutive calendar days from the effective date of this Notice to Proceed. The date of Final Completion is therefore _____. Liquidated damages in the amount of the actual damages, costs, losses and expenses reasonably incurred by the OWNER per calendar day for each day the Work has not achieved Final Completion after _____ will be imposed unless the contract time is otherwise adjusted for due cause by change orders to the Contract. Liquidated Damages, as defined herein, will be assessed unless the Contract Time is otherwise adjusted for due cause by change order to the Contract.

The engineering firm of Neel-Schaffer, Inc. will act as the Engineer on behalf of the City of Hattiesburg, Mississippi for the work to be performed under the contract. Geoffrey Crosby, P.E., of Neel-Schaffer, Inc. will be the designated representative of the Engineer.

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

Sincerely,

City of Hattiesburg, Mississippi

Mayor Johnny Dupree

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED

is hereby acknowledged by _____

this, the _____ day

of _____, 20_____.

By _____

Title _____

CERTIFICATE OF SUFFICIENCY

TATUM PARK – SOCCER FIELDS 11 &12 LIGHTING

CITY OF HATTIESBURG, MISSISSIPPI

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

Date: _____

CONTRACT CHANGE ORDER

OWNER: _____ PROJECT NAME: _____

CONTRACTOR: _____

DATE: _____

CHANGE ORDER NUMBER: _____ CONTRACT NUMBER: _____

REASON FOR CHANGE: _____

YOU ARE HEREBY REQUESTED TO COMPLY WITH THE FOLLOWING CHANGES FROM THE CONTRACT
PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS: (USE ADDITIONAL SHEETS IF REQUIRED)

ITEM NO.	DESCRIPTION OF CHANGE(S) (QUANTITIES, ETC.)	QTY	UNIT COST	TOTAL CONTRACT
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00

TOTAL CONTRACT CHANGE	\$
	TOTAL CONTRACT
ORIGINAL CONTRACT AMOUNT:	\$
CURRENT CONTRACT AMOUNT:	\$
THIS CONTRACT CHANGE	
REVISED CONTRACT AMOUNT:	\$
CURRENT CONTRACT COMPLETION DATE:	
TIME EXTENSION REQUIRED BY CHANGE:	
REVISED CONTRACT COMPLETION DATE:	
THIS DOCUMENT SHALL BE AN AMENDMENT TO THE CONTRACT AND ALL PROVISIONS OF THE CONTRACT WILL APPLY. RECOMMENDED BY: _____ ENGINEER _____ DATE _____ NEEL-SCHAFFER, INC. ACCEPTED BY: _____ CONTRACTOR _____ DATE _____	

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By



PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

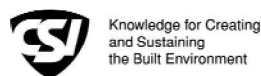
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Construction Specifications Institute

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American Society of Civil Engineers
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These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor Nos. C-520 or C-525 (2002 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the EJCDC Construction Documents, General and Instructions (No. C-001) (2002 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. C-800) (2002 Edition).

TABLE OF CONTENTS

Page

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY	6
1.01 <i>Defined Terms</i>	6
1.02 <i>Terminology</i>	8
ARTICLE 2 - PRELIMINARY MATTERS	9
2.01 <i>Delivery of Bonds and Evidence of Insurance</i>	9
2.02 <i>Copies of Documents</i>	9
2.03 <i>Commencement of Contract Times; Notice to Proceed</i>	9
2.04 <i>Starting the Work</i>	9
2.05 <i>Before Starting Construction</i>	9
2.06 <i>Preconstruction Conference</i>	9
2.07 <i>Initial Acceptance of Schedules</i>	9
ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE	10
3.01 <i>Intent</i>	10
3.02 <i>Reference Standards</i>	10
3.03 <i>Reporting and Resolving Discrepancies</i>	10
3.04 <i>Amending and Supplementing Contract Documents</i>	11
3.05 <i>Reuse of Documents</i>	11
3.06 <i>Electronic Data</i>	11
ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS	11
4.01 <i>Availability of Lands</i>	11
4.02 <i>Subsurface and Physical Conditions</i>	12
4.03 <i>Differing Subsurface or Physical Conditions</i>	12
4.04 <i>Underground Facilities</i>	13
4.05 <i>Reference Points</i>	13
4.06 <i>Hazardous Environmental Condition at Site</i>	13
ARTICLE 5 - BONDS AND INSURANCE	14
5.01 <i>Performance, Payment, and Other Bonds</i>	14
5.02 <i>Licensed Sureties and Insurers</i>	15
5.03 <i>Certificates of Insurance</i>	15
5.04 <i>Contractor's Liability Insurance</i>	15
5.05 <i>Owner's Liability Insurance</i>	16
5.06 <i>Property Insurance</i>	16
5.07 <i>Waiver of Rights</i>	17
5.08 <i>Receipt and Application of Insurance Proceeds</i>	17
5.09 <i>Acceptance of Bonds and Insurance; Option to Replace</i>	17
5.10 <i>Partial Utilization, Acknowledgment of Property Insurer</i>	18
ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES	18
6.01 <i>Supervision and Superintendence</i>	18
6.02 <i>Labor; Working Hours</i>	18
6.03 <i>Services, Materials, and Equipment</i>	18
6.04 <i>Progress Schedule</i>	18
6.05 <i>Substitutes and "Or-Equals"</i>	19
6.06 <i>Concerning Subcontractors, Suppliers, and Others</i>	20
6.07 <i>Patent Fees and Royalties</i>	21
6.08 <i>Permits</i>	21
6.09 <i>Laws and Regulations</i>	21
6.10 <i>Taxes</i>	22
6.11 <i>Use of Site and Other Areas</i>	22
6.12 <i>Record Documents</i>	22
6.13 <i>Safety and Protection</i>	22
6.14 <i>Safety Representative</i>	23
6.15 <i>Hazard Communication Programs</i>	23

6.16	<i>Emergencies</i>	23
6.17	<i>Shop Drawings and Samples</i>	23
6.18	<i>Continuing the Work</i>	24
6.19	<i>Contractor's General Warranty and Guarantee</i>	24
6.20	<i>Indemnification</i>	24
6.21	<i>Delegation of Professional Design Services</i>	25
ARTICLE 7 - OTHER WORK AT THE SITE		25
7.01	<i>Related Work at Site</i>	25
7.02	<i>Coordination</i>	26
7.03	<i>Legal Relationships</i>	26
ARTICLE 8 - OWNER'S RESPONSIBILITIES		26
8.01	<i>Communications to Contractor</i>	26
8.02	<i>Replacement of Engineer</i>	26
8.03	<i>Furnish Data</i>	26
8.04	<i>Pay When Due</i>	26
8.05	<i>Lands and Easements; Reports and Tests</i>	26
8.06	<i>Insurance</i>	26
8.07	<i>Change Orders</i>	26
8.08	<i>Inspections, Tests, and Approvals</i>	26
8.09	<i>Limitations on Owner's Responsibilities</i>	27
8.10	<i>Undisclosed Hazardous Environmental Condition</i>	27
8.11	<i>Evidence of Financial Arrangements</i>	27
ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION.....		27
9.01	<i>Owner's Representative</i>	27
9.02	<i>Visits to Site</i>	27
9.03	<i>Project Representative</i>	27
9.04	<i>Authorized Variations in Work</i>	27
9.05	<i>Rejecting Defective Work</i>	27
9.06	<i>Shop Drawings, Change Orders and Payments</i>	28
9.07	<i>Determinations for Unit Price Work</i>	28
9.08	<i>Decisions on Requirements of Contract Documents and Acceptability of Work</i>	28
9.09	<i>Limitations on Engineer's Authority and Responsibilities</i>	28
ARTICLE 10 - CHANGES IN THE WORK; CLAIMS		28
10.01	<i>Authorized Changes in the Work</i>	28
10.02	<i>Unauthorized Changes in the Work</i>	29
10.03	<i>Execution of Change Orders</i>	29
10.04	<i>Notification to Surety</i>	29
10.05	<i>Claims</i>	29
ARTICLE 11 - COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK.....		30
11.01	<i>Cost of the Work</i>	30
11.02	<i>Allowances</i>	31
11.03	<i>Unit Price Work</i>	31
ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES		32
12.01	<i>Change of Contract Price</i>	32
12.02	<i>Change of Contract Times</i>	33
12.03	<i>Delays</i>	33
ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK.....		33
13.01	<i>Notice of Defects</i>	33
13.02	<i>Access to Work</i>	33
13.03	<i>Tests and Inspections</i>	33
13.04	<i>Uncovering Work</i>	34
13.05	<i>Owner May Stop the Work</i>	34
13.06	<i>Correction or Removal of Defective Work</i>	34
13.07	<i>Correction Period</i>	34
13.08	<i>Acceptance of Defective Work</i>	35
13.09	<i>Owner May Correct Defective Work</i>	35
ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION		36
14.01	<i>Schedule of Values</i>	36
14.02	<i>Progress Payments</i>	36
14.03	<i>Contractor's Warranty of Title</i>	37
14.04	<i>Substantial Completion</i>	37

14.05	<i>Partial Utilization</i>	38
14.06	<i>Final Inspection</i>	38
14.07	<i>Final Payment</i>	38
14.08	<i>Final Completion Delayed</i>	39
14.09	<i>Waiver of Claims</i>	39
ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION.....		39
15.01	<i>Owner May Suspend Work</i>	39
15.02	<i>Owner May Terminate for Cause</i>	39
15.03	<i>Owner May Terminate For Convenience</i>	40
15.04	<i>Contractor May Stop Work or Terminate</i>	40
ARTICLE 16 - DISPUTE RESOLUTION		41
16.01	<i>Methods and Procedures</i>	41
ARTICLE 17 - MISCELLANEOUS		41
17.01	<i>Giving Notice</i>	41
17.02	<i>Computation of Times</i>	41
17.03	<i>Cumulative Remedies</i>	41
17.04	<i>Survival of Obligations</i>	41
17.05	<i>Controlling Law</i>	41
17.06	<i>Headings</i>	41

GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*--The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

3. *Application for Payment*--The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*--The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidder*--The individual or entity who submits a Bid directly to Owner.

7. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda).

8. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, bid security of acceptable form, if any, and the Bid Form with any supplements.

9. *Change Order*--A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*--A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*-- Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor's submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price*--The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any, (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

15. *Contractor*--The individual or entity with whom Owner has entered into the Agreement.

16. *Cost of the Work*--See Paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *Engineer*--The individual or entity named as such in the Agreement.

20. *Field Order*--A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

21. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

22. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

23. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

24. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

25. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

26. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*--The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. *Notice to Proceed*--A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

29. *Owner*--The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. *PCBs*--Polychlorinated biphenyls.

31. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

32. *Progress Schedule*--A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

33. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

35. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

36. *Related Entity* -- An officer, director, partner, employee, agent, consultant, or subcontractor.

37. *Resident Project Representative*--The authorized representative of Engineer who may be assigned to the Site or any part thereof.

38. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Schedule of Submittals*--A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

40. *Schedule of Values*--A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

41. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

42. *Site*--Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

43. *Specifications*--That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain

administrative requirements and procedural matters applicable thereto.

44. *Subcontractor*--An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

45. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

46. *Successful Bidder*--The Bidder submitting a responsive Bid to whom Owner makes an award.

47. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

48. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.

49. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

50. *Unit Price Work*--Work to be paid for on the basis of unit prices.

51. *Work*--The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

52. *Work Change Directive*--A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times

but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

A. The following words or terms are not defined but, when used in the Bidding Requirements or Contract Documents, have the following meaning.

B. Intent of Certain Terms or Adjectives

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action or determination will be solely to evaluate, in general, the Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. Day

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. Defective

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

- a. does not conform to the Contract Documents, or
- b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents, or
- c. has been damaged prior to Engineer's - recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. Furnish, Install, Perform, Provide

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.

F. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement

or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule; indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or

responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, or Engineer, or any of, their Related Entities, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. Reporting Discrepancies

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor knew or reasonably should have known thereof.

B. Resolving Discrepancies

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work

(unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;

2. Engineer's approval of a Shop Drawing or Sample; (Subject to the provisions of Paragraph 6.17.D.3); or

3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier or other individual or entity performing or furnishing all of the Work under a direct or indirect contract with Contractor, shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or Engineer's consultants, including electronic media editions; or

2. reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaption by Engineer.

B. The prohibition of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

A. Copies of data furnished by Owner or Engineer to Contractor or Contractor to Owner or Engineer that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's

sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party..

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Contract Documents.

B. *Limited Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice*: If Contractor believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review*: After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. Possible Price and Times Adjustments

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, Owner and Engineer, and any of their Related Entities shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

a. reviewing and checking all such information and data,

b. locating all Underground Facilities shown or indicated in the Contract Documents,

c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction, and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will

promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the Engineer in the preparation of the Contract Documents.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered to Contractor written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to

entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06. G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 - BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified

in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent must be accompanied by a certified copy of the agent's authority to act.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. Contractor shall deliver to Owner, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

B. Owner shall deliver to Contractor, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

5.04 *Contractor's Liability Insurance*

A. Contractor shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection

from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

b. by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insured (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment.

a. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, (other than caused by flood) and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B. Owner shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any

deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insured or additional insured (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract

Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances. The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All communications given to or

received from the superintendent shall be binding on Contractor.

6.02 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole,

3) it has a proven record of performance and availability of responsive service; and

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times, and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented in the General Requirements and as Engineer may decide is appropriate under the circumstances.

d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

1) shall certify that the proposed substitute item will:

a) perform adequately the functions and achieve the results called for by the general design,

b) be similar in substance to that specified, and

c) be suited to the same use as that specified;

2) will state:

a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time;

b) whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

c) whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

3) will identify:

a) all variations of the proposed substitute item from that specified, and

b) available engineering, sales, maintenance, repair, and replacement services;

4) and shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change,

B. Substitute Construction Methods or Procedures: If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. Engineer's Evaluation: Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

D. Special Guarantee: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

E. Engineer's Cost Reimbursement: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute item so proposed or submitted by Contractor, Contractor shall reimburse Owner for the charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the charges of Engineer for making changes in the Contract

Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

F. Contractor's Expense: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 Concerning Subcontractors, Suppliers, and Others

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity, nor

2. shall anything in the Contract Documents create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual

or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of Owner or Engineer its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 *Use of Site and Other Areas*

A. Limitation on Use of Site and Other Areas

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

B. Removal of Debris During Performance of the Work: During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. Cleaning: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. Loading Structures: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Draw-

ings or Specifications or to the acts or omissions of Owner or Engineer or , or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

D. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the acceptable Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. Shop Drawings

a. Submit number of copies specified in the General Requirements.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples*: Contractor shall also submit Samples to Engineer for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals.

a. Submit number of Samples specified in the Specifications.

b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals , any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. Submittal Procedures

1. Before submitting each Shop Drawing or Sample, Contractor shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. the suitability of all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto; and

d. shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents

with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations, that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawing's or Sample Submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. Engineer's Review

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. Resubmittal Procedures

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 Continuing the Work

A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or

disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 Contractor's General Warranty and Guarantee

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its Related Entities shall be entitled to rely on representation of Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;

6. any inspection, test, or approval by others; or

7. any correction of defective Work by Owner.

6.20 Indemnification

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or

arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .

B. In any and all claims against Owner or Engineer or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal

shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 - OTHER WORK AT THE SITE

7.01 *Related Work at Site*

A. Owner may perform other work related to the Project at the Site with Owner's employees, or via other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and shall properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and

properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's actions or inactions.

C. Contractor shall be liable to Owner and any other contractor for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's action or inactions.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. Owner's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by Engineer in preparing the Contract Documents.

8.06 *Insurance*

A. Owner's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility in respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent Owner has agreed to furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents, Owner's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents and will not be changed without written consent of Owner and Engineer.

9.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep

Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believe that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show

partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to, the Resident Project Representative, if any, and assistants, if any.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall

promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any bond to be given to a surety, the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. *Notice:* Written notice stating the general nature of each Claim, shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part,

2. approve the Claim, or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be 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 11.01.B.

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' 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 returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and

Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

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

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

b. 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 workers, 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.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have

resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. 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 the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expresses, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. Costs Excluded: The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A and 11.01.B.

C. Contractor's Fee: When all the Work is performed on the basis of cost-plus, Contractor's fee shall

be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. Documentation: Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. Cash Allowances

1. Contractor agrees that:

a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. Contingency Allowance

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an

allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted

by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, Engineer and the Related Entities of each of them shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of Engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in said Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to

be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

D. If, the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or
2. correct such defective Work; or
3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications .

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress

payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. Applications for Payments

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. Review of Applications

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations on the Site of the executed Work as an experienced and qualified design professional and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

b. that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

a. to supervise, direct, or control the Work, or

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent

inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
- b. the Contract Price has been reduced by Change Orders;
- c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
- d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. Reduction in Payment

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

- a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
- b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
- c. there are other items entitling Owner to a set-off against the amount recommended; or
- d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor corrects to Owner's satisfaction the reasons for such action.

3. If it is subsequently determined that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1.

14.03 Contractor's Warranty of Title

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 Substantial Completion

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

B. Promptly after Contractor's notification, , Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will within 14 days after submission of the tentative certificate to Owner notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will within said 14 days execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial

Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions.

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor will certify to Owner and Engineer that such part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals

that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. Application for Payment

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.7;

b. consent of the surety, if any, to final payment;

c. a list of all Claims against Owner that Contractor believes are unsettled; and

d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner or Owner's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. *Engineer's Review of Application and Acceptance*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations

under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and, will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance

with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's disregard of the authority of Engineer; or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion),

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B, and 15.02.C.

15.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 - DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be

governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions, or

2. agrees with the other party to submit the Claim to another dispute resolution process, or

3. gives written notice to the other party of their intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 - MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. 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

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SUPPLEMENTARY CONDITIONS

CONTENTS

1.	Definitions	00800-2
2.	Commencement of Contract Time: Notice to Proceed	00800-2
3.	Before Starting Construction	00800-2
4.	Preconstruction Conference	00800-2
5.	Subsurface and Physical Conditions	00800-2
6.	Insurance Requirements	00800-3
7.	Contractor's Responsibilities	00800-5
8.	Record Documents	00800-5
9.	Limitations on ENGINEER'S Responsibilities	00800-5
10.	Change of Contract Time	00800-5
11.	Payments to CONTRACTOR	00800-6
12.	List of Contract Drawings	00800-7
13.	Liquidated and Special Damages	00800-7
14.	Suspension of Work and Termination	00800-7

SUPPLEMENTARY CONDITIONS

1. Definitions

- A. The definition of "Technical Specifications" shall be the same as the definition for Specifications stated in Paragraph 1.01 under item number 43 of the General Conditions.
- B. Delete Paragraph 1.01.A.12 of the General Conditions in its' entirety.
- C. In Paragraph 1.01A.52 delete the following words, "or responding to differing or unseen subsurface or physical conditions under which the work is to be performed or to emergencies."

2. Commencement of Contract Time: Notice to Proceed

The commencement of Contract Time, as stated in Item 2.03 of the General Conditions is changed to read The Contract Time will commence to run within the sixtieth day after the Effective Date of the Agreement, or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed; but in no event shall the Contract Time commence to run later than the sixtieth day after the Effective Date of the Agreement.

Notice to Proceed may be given at any time within sixty days after the Effective Date of the Agreement. Refer to Item 21 of the Instructions to Bidders regarding execution of the Contract.

3. Before Starting Construction

In addition to the requirements of Paragraph 2.05 of the General Conditions, "**CONTRACTOR** shall deliver to the **OWNER**, with his signed Contract, all bonds and insurance which he is required to purchase and maintain in accordance with Article 5 of the General Conditions. A copy shall also be submitted to the **ENGINEER**. The **OWNER** shall deliver to the **CONTRACTOR** a copy of all policies of insurance which the **OWNER** is required to purchase and maintain in accordance with Article 5 of the General Conditions."

4. Preconstruction Conference

The time period for holding the preconstruction conference as stated in Paragraph 2.06 of the General Conditions shall be within 30 days after the Effective date of the Agreement, but before the **CONTRACTOR** starts the Work at the site.

5. Subsurface and Physical Conditions

Paragraphs 4.02 and 4.03 shall be deleted in its' entirety and replaced with the following:

DIFFERING SITE CONDITIONS PROVISION:

Execution of this Contract (Agreement) by the Contractor is a representation that the Contractor has visited the site, that general and local conditions are suitable for the work to be performed and that the Contractor accepts all conditions at the Project site. The Contractor assumes all risks with respect to the requirements of the Contract Documents, including without limitation the characteristics (natural and manmade) of the site, site accessibility, labor rates and availability, weather conditions, and any other matter that could affect the performance and cost of the work.

6. Insurance Requirements

- A. Paragraphs 5.05 and 5.06 shall be deleted in their entirety.
- B. Paragraphs 5.07.B, 5.07.B.1 and 5.07.B.2 shall be deleted in their entirety.
- C. In addition to the requirements of Article 5 of the General Conditions, insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the **CONTRACTOR** under the terms of the Contract. The **CONTRACTOR** shall procure and maintain at his own expense any additional kinds and amounts of insurance that, in his own judgment, may be necessary for his proper protection in the prosecution of the Work.
 - 1. The **CONTRACTOR** shall carry insurance as prescribed herein and all policies shall be with companies satisfactory to the **OWNER**. If a part of this Contract is sublet, the **CONTRACTOR** shall require each Subcontractor to carry insurance of the same kinds and in like amounts as carried by the **CONTRACTOR**, including all additional insureds and waivers of subrogation.
 - 2. Certificates of insurance shall state that 30 days written notice will be given to the **OWNER** before the policy is canceled or changed. No **CONTRACTOR** or Subcontractor will be allowed to start any construction work on this Contract until certificates of all insurance required herein and all coverage requirements specified in contract documents are filed with and approved by the **OWNER**. The certificates shall show the type, amount, class of operations covered, effective dates and the dates of expiration of policies.
 - 3. The **CONTRACTOR** shall secure and maintain in effect for the period of the **CONTRACT** and pay all premiums for the following kinds and amounts of insurance:
 - a. Worker's Compensation and Employer's Liability Insurance: This insurance shall protect the **CONTRACTOR** against all claims under applicable State Worker's Compensation Laws. The **CONTRACTOR** shall also be protected and shall cause each Subcontractor to be protected against claims for injury, disease, or death of employees, which for any reason, may not fall within the provisions of a Worker's Compensation Law. The liability limits shall not be less than the required statutory limits for Worker's Compensation and Employer's Liability limits in the amount of ONE MILLION DOLLARS (\$1,000,000.00). **CONTRACTOR** and subcontractors shall supply **OWNER** endorsements from their carriers evidencing waiver of subrogation in favor of the **OWNER**.

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- b. **CONTRACTOR'S** and Subcontractor's Comprehensive General Liability Insurance, including bodily injury, property damage, contractual and other standard coverage contained in Comprehensive General Liability Insurance, in an amount of not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence and aggregate. **OWNER** shall be provided an endorsement naming the **OWNER** as an insured from the insurer for the work contracted. The Comprehensive General Liability policies carried by both the **CONTRACTOR** and the Subcontractors shall contain an endorsement to include the coverage of the following hazards:
- i. Explosion, collapse, and underground property damage to include any damage or destruction of property below the surface of the ground, such as wires, conduits, pipes, mains, sewers, etc., caused by the **CONTRACTOR'S** operations.
 - ii. The collapse of and structural injury to any building, structure or property on or adjacent to the **OWNER'S** premises or right-of-way caused by the **CONTRACTOR'S** operations in the removal of other buildings, structures, or supports, or by excavation below the surface of the ground.
 - iii. Contractual Liability Coverage for the Hold Harmless segments of the Contract Documents.
- c. **CONTRACTOR'S** Contingent or Protective Liability and Property Damage: In case part of this Contract is sublet, the **CONTRACTOR** shall secure contingent or protective liability and property damage insurance to protect the **CONTRACTOR** from any and all claims arising from the operation of Subcontractors in the execution of Work included in the Contract. In no case shall the amount of such protection be less than the limits of \$500,000/\$1,000,000 for Public Liability Insurance and \$500,000/\$1,000,000 for Property Damage Insurance. The coverage in each case shall be acceptable to the **OWNER**.
- d. Auto Liability: The **CONTRACTOR** shall maintain Auto Liability Insurance in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) Combined Single Limit to protect him from any and all claims arising from the use of the following:
- i. **CONTRACTOR'S** own automobiles and trucks.
 - ii. Hired and non-owned automobiles and trucks.
 - iii. Automobiles and trucks owned by Subcontractors.
- The aforementioned is to cover use of automobiles and trucks on and off the site of the Project. The **OWNER** shall be provided an endorsement from the insurer naming the **OWNER** as an insured for the work contracted.
- e. **OWNER'S** Protective Liability Policy: The **CONTRACTOR** shall maintain **OWNER'S** Protective Liability Insurance with the **OWNER** as the named insured, and the **ENGINEER**, and their servants, agents and employees as additional insureds, in an amount not less than ONE MILLION DOLLARS (\$1,000,000).
- f. Umbrella Liability: The **CONTRACTOR** shall provide **OWNER** a certificate of insurance evidencing Umbrella Liability Insurance in the amount of not less than FIVE MILLION DOLLARS (\$5,000,000).

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- g. Builder's Risk and Boiler and Machinery Insurance: The **CONTRACTOR** shall purchase and maintain Builder's Risk and Boiler and Machinery Insurance in the amount of the total value of the materials necessary for the project. A certificate evidencing such coverage shall be on file with the **OWNER**.
 - h. Property Insurance: No property insurance is required for this project.

7. Contractor's Responsibilities

Delete Paragraph 6.02.B in its' entirety.

8. Record Documents

In addition to the requirements of Paragraph 6.12 of the General Conditions, **CONTRACTOR** shall provide accurate 'mark-ups' acceptable to the **ENGINEER** on or before the date of Substantial Completion of the Project for use by the **ENGINEER** in the preparation of 'record' drawings. Final payment will not be made to the **CONTRACTOR** prior to the **ENGINEER** receiving these mark-ups from the **CONTRACTOR**.

9. Limitations on ENGINEER'S Responsibilities

In addition to the requirements of Paragraph 9.09.B, when it comes to his attention, the **ENGINEER** will immediately notify the **OWNER** in the event that the **CONTRACTOR** is not complying with the Contract Documents or is conducting the Work in such a manner that could be considered grounds for termination of the Contract. The **CONTRACTOR** shall retain responsibility for performing all Work in compliance with the Contract Documents.

The following language shall be added to Paragraph 9.09.B:

“Consistent with the express provisions of this Section 00700, Article 6.13, Article 6.17.D.2, Article 9.02.B, Article 9.09, this Article 9.09.B, and Article 14.02.B.4.b, any reference to “safety” elsewhere in this contract, including but not limited to those found in Section 00700, Articles 4.02.B.1, 4.04.A.2.d, 4.04.B.1, 4.06.B.1, 6.02.B, 6.14, 6.15, 6.16, 6.17.C.1.c, and 13.02.A, does not impose upon the Engineer any duty, obligation or other contractual undertaking to administer the “safety” aspects of Contractor’s performance, or any other matter relating to the Contractor’s means, methods, techniques, sequences or procedures. Contractor’s contractual safety obligations and means and methods during construction are the sole responsibility of the Contractor and are not being administered, overseen or reviewed in any way by the Engineer in performing its contractual obligations”

10. Change of the Contract Time

In addition to the requirements of Paragraph 12.03 of the General Conditions, rainstorms which are encountered in the project area on a regular and seasonal basis do not constitute an abnormal weather condition.

11. Payments to **CONTRACTOR**

Paragraph 14.02, Application for Payments, is deleted in its' entirety and the following substituted therefore:

- A. Monthly Estimates and Partial Payments: The **CONTRACTOR'S** partial payment period shall end on the last day of each month. The **CONTRACTOR** shall submit acceptable Application for Payment to the **ENGINEER** by the date indicated on the payment schedule as supplied to **CONTRACTOR** by **ENGINEER** provided that the amount due on completed work is at least \$500.00. The partial payment request shall be filled out and signed by the **CONTRACTOR** covering the work completed as of the date of the request and accompanied by such supporting documentation as is required by the Contract Documents and also as the **ENGINEER** may reasonably require. At the discretion of the **OWNER**, the **ENGINEER** may be authorized to include in any monthly estimate advances covering approximately 95 percent of the value of unused materials delivered and stored on the site of the work. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site, the Application for Payment shall also be accompanied by such data, satisfactory to **OWNER**, as will establish **OWNER'S** title to the material and equipment and protect **OWNER'S** title to the material and equipment and protect **OWNER'S** interest therein, including applicable insurance. Each subsequent Application for Payment shall include an affidavit of **CONTRACTOR** stating that all previous progress payments received on account of the Work have been applied to discharge in full all of **CONTRACTOR'S** obligations reflected in prior Applications for Payment.
- B. After each monthly estimate has been approved, the **OWNER** shall pay to the **CONTRACTOR** 95 percent of the amount of said estimate. From the total value of each estimate there will be deducted an amount equivalent to 5 percent of the whole as a retainage to be held by the **OWNER**. The monthly estimates will be approximate only and subject to correction in any subsequent estimate rendered following discovery of the error. At the discretion of the **OWNER**, the **ENGINEER** may be authorized to include any monthly advances covering approximately 95 percent of the value of unused materials delivered and stored on the site of the work.
- C. Subsequent to discovery of any defective or questionable work, an amount equal to the estimated value of such work will be deducted from the next current estimate. The sum will not be included in a subsequent estimate until the defects have been remedied to the **ENGINEER'S** satisfaction.
- D. The **OWNER** reserves the right to withhold payment of any monthly estimate that becomes due if, in the opinion of the **OWNER'S** Attorney, such action is warranted because of any breach of the Contract Provisions or malfeasance on the part of the **CONTRACTOR** or because the progress or the quality of the work is unsatisfactory and does not comply with the Plans and Specifications.

Paragraph 14.02.C of the General Conditions is modified to read “60 days after presentation of the Application for Payment to **OWNER** with **ENGINEER’S** recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by **OWNER** to **CONTRACTOR**.”

Paragraph 14.07.C of the General Conditions is modified to read, "If the Application and accompanying documentation are appropriate as to form and substance, **OWNER** shall, within 60 days after receipt thereof, pay **CONTRACTOR** the amount recommended by **ENGINEER**."

Delete Paragraph 14.09.A.2 in its entirety.

12. List of Contract Drawings: Not Used.

13. Liquidated and Special Damages

The **CONTRACTOR** will be subject to liquidated damages in the amount of **\$500** per calendar day that work is not complete after the Final Completion Date.

14. Suspension of Work and Termination

In Paragraph 15.04.A delete the following words: “or Engineer fails to act on any Application for Payment within thirty days, after it is submitted” and add the words “if the”. In Paragraph 15.04.B delete the following words: “if Engineer has failed to act on an Application for Payment within thirty days after it is submitted” and add the words “if the”.

*** * END OF SECTION * ***

SECTION 01010

SUMMARY OF WORK

PART 1 GENERAL

1.01 Location of Work

All of the work of this Contract is located in public right-of-way or on easements and property owned or obtained by the Owner.

1.02 Work to be Done

- A. The CONTRACTOR shall furnish all labor, materials, equipment, tools, services and incidentals to complete all work required by these Specifications and as shown on the Drawings.
- B. The CONTRACTOR shall perform the work complete, in place, and ready for continuous service, and shall include repairs, testing, permits, cleanup, replacements and restoration required as a result of damages caused during this construction.
- C. All materials, equipment, skills, tools and labor which are reasonably and properly inferable and necessary for the proper completion of the work in a substantial manner and in compliance with the requirements stated or implied by these Specifications or Drawings shall be furnished and installed by the CONTRACTOR without additional compensation, whether specifically indicated in the Contract Documents or not.
- D. The CONTRACTOR shall comply with all county, state, federal, and other codes which are applicable to the proposed construction work.

1.03 General Description of Work to be Performed

- A. The Work included in the Contract shall be as described in the Contract Documents.
- B. All work shall be done as described in the Specifications and as shown on the Drawings, complete, tested and ready for operation.

1.04 Work Sequence

- A. All work to be done under the Contract shall be done with minimum inconvenience to the OWNER. The CONTRACTOR shall coordinate his work with private property owners such that existing drainage, water service, sewer service and garbage pickup and other public services are maintained at all times.
- B. Construct Work in stages to accommodate the OWNER'S use of the premises during the construction period; coordinate the construction schedule and operations with the ENGINEER.
- C. Construct the Work in stages to provide for public convenience. Do not close off public

access until completion of one stage of construction will provide alternative usage.

1.05 Construction Areas

- A. CONTRACTOR shall limit his use of the construction areas for Work and for storage, to allow for:
 - 1. Work by other contractors.
 - 2. OWNER use.
 - 3. Public use.
- B. Coordinate use of work site under direction of ENGINEER.
- C. Assume full responsibility for the protection, security and safekeeping of products under this Contract stored on the site.
- D. Move any stored products, under CONTRACTOR'S control which interfere with operations of the OWNER or other contractors.
- E. Obtain and pay for the use of additional storage or work areas needed for operations.

1.06 Owner Occupancy

- A. OWNER will have full access to and use of all existing sewer facilities during the entire period of construction for the conduct of his normal operations. Cooperate with ENGINEER in all construction operations to minimize conflict and to facilitate OWNER usage.
- B. CONTRACTOR shall at all times conduct his operations as to insure the least inconvenience to the general public.

1.07 Partial Owner Occupancy

The CONTRACTOR shall schedule his operations for completion of portions of the Work, as designated, for the OWNER'S occupancy prior to Substantial Completion of the entire Work.

1.08 Plans and Specifications

- A. Specifications: The Technical Specifications consist of three parts: General, Products, and Execution. The General section contains general requirements which govern the work. The Products and Execution sections modify and supplement these by detailed requirements of the work and shall always govern whenever there appears to be a conflict.
- B. Intent:
 - 1. All work called for in the Specifications applicable to the Contract but not shown on the Plans in their present form or vice versa shall be of like effect as if shown or mentioned in both. Work not specified in either the Plans or in the Specifications but involved in carrying out their intent or in the complete and proper execution of the work is required and shall be performed by the CONTRACTOR as though it were specifically delineated or described at the CONTRACTOR'S expense.
 - 2. The apparent silence of the Specifications as to any detail, or the apparent omission

from them of a detailed description concerning any work to be done and materials to be furnished, shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used, and interpretation of these Specifications shall be made upon that basis.

- C. Conflict between Drawings and Specifications. Where an obvious conflict exists between the Plans and Specifications, the ENGINEER shall decide which governs and the CONTRACTOR shall comply with the decision. Such decision shall not be grounds for additional payment to the CONTRACTOR, i.e., the CONTRACTOR shall include the price of the most expensive alternative in his bid.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 – GENERAL

1.01 Scope of Work

- A. Lump Sum Contract Basis: Payment of the lump sum established in the Bidding and Contract Documents for the Tatum Park – Soccer Fields 11 & 12 Lighting for the City of Hattiesburg, Mississippi, shall be full compensation for furnishing and/or installing all labor, materials, equipment and incidentals required to complete the construction of the facilities and supporting systems, complete as specified and indicated on the drawings.
- B. Alternates: None.
- C. Schedule of Values: The schedule of unit prices submitted in accordance with Section 01026 are subject to approval and acceptance by the OWNER. If acceptable, the unit prices will be used as the basis for adjustment of the Contract price in the event that the Scope of Work is expanded or reduced.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01026

SCHEDULE OF VALUES

PART 1 GENERAL

1.01 Requirements Included

The Schedule of Values is an itemized list that establishes the value or cost of each part of the work as defined in Section 01025, Part 1.04. All other work shall be paid according to the Prices Bid Table. It shall be used as the basis for preparing progress payments and may be used as a basis for negotiations concerning additional work or credits which may arise during the construction. Quantities and unit prices may be included in the schedule when approved by or required by the ENGINEER.

1.02 Preparation

- A. Schedule shall show breakdown of labor, materials equipment and other costs used in preparation of the Bid.
- B. Costs shall be in sufficient detail to indicate separate amounts for each Section of the Specifications.
- C. CONTRACTOR may include items for bond, insurance, temporary facilities and job mobilization within the mobilization bid item.
- D. Schedule of Values shall be prepared on 8-1/2 inch by 11 inch white paper.
- E. Use Table of Contents of the Specifications as basis for Schedule format and identify each item with number and title in the Table of Contents. List sub-items of major products or systems as appropriate or when requested by ENGINEER.
- F. When requested by ENGINEER, support values with data that will substantiate their correctness.
- G. The sum of the individual values shown on the Schedule of Values must equal the total Contract Price.
- H. The manner in which overhead and profit are shown shall be supported by the ENGINEER.
- I. Schedule shall show the purchase and delivery costs for materials and equipment that the CONTRACTOR anticipates he shall request payment for prior to their installation.

1.03 Submittal

Submit two copies of Schedule to ENGINEER for approval at least 20 days prior to submitting first application for a progress payment. After review by ENGINEER, revise and resubmit Schedule as required until it is approved.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01027

APPLICATIONS FOR PAYMENT

PART 1 GENERAL

1.01 Requirements Included

Submit Applications for Payment to the ENGINEER in accordance with the General Conditions and in the form required by the OWNER.

1.02 Format and Data Required

- A. Submit applications typed with itemized Schedule of Values data typed on 8-1/2 inch x 11 inch white continuation sheets.
- B. Provide detailed substantiating data on additional sheets, including paid invoices where applicable.

1.03 Preparation of Application for Progress Payments

- A. Application Form:
 - 1. Fill in required information, including that for Change Orders executed prior to date of submittal of application.
 - 2. Fill in summary of dollar values to agree with respective totals indicated on continuation sheets.
 - 3. Execute certification with signature of a responsible officer of the CONTRACTOR.
- B. Continuation Sheets:
 - 1. Fill in total list of all scheduled component items of work, with item number and scheduled dollar value for each item.
 - 2. Fill in dollar value in each column for each scheduled line item when work has been performed or products stored. Round off values to the nearest dollar or as specified for Schedule of Values.
 - 3. List each Change Order executed prior to date of submission by Change Order Number and description.
 - 4. To receive payment for materials stored on site, submit copies of the original paid invoices with the application for payment.

1.04 Substantiating Data for Progress Payments

- A. Provide substantiating data containing suitable information for review of costs requested with the applications for progress reports identifying:
 - 1. The payment item to which the substantiating data applies.
 - 2. Application number and date.
 - 3. Detailed list of enclosures.
 - 4. For stored materials:
 - a. Item number and identification as shown on application.

-
- b. Description of specific material and invoice of delivered material.
 - c. Consolidated inventory of stored materials showing:
 - (1) Materials received.
 - (2) Materials used.
 - d. Additional stored materials may not be claimed upon reaching 75% completion of the total project.
 - e. Stored Materials shall be inventoried jointly prior to each pay request.
- B. Submit one copy of data for each copy of application for payment.
 - C. The CONTRACTOR is to maintain an updated set of record drawings in accordance with Section 01720. As a prerequisite for monthly progress payments, the CONTRACTOR is to exhibit the updated record drawings for review by the OWNER and the ENGINEER.
 - D. Updated construction schedule showing work completed and work projected by month to the completion of the project.

1.05 Preparation of Application for Final Payment

- A. Fill in application form as specified for progress payments.
- B. Use continuation sheet for presenting the final statement of accounting.

1.06 Submittal Procedure

- A. Submit applications for payment to the ENGINEER at the times stipulated in the General Conditions.
- B. Initially a pencil draft application shall be informally submitted to the ENGINEER who shall review the draft with the CONTRACTOR and make adjustments as appropriate. The CONTRACTOR shall then prepare a formal typed application using the informally approved amounts and submit three (3) complete sets to the ENGINEER.
- C. When the ENGINEER finds the application properly completed and correct, as informally approved, he will transmit it to the OWNER for payment with a copy to the CONTRACTOR.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01030

SPECIAL PROJECT PROCEDURES

PART 1 GENERAL

1.01 WORKMANSHIP, MATERIAL AND EQUIPMENT

- A. When a particular product is specified or called for, it is intended and shall be understood that the Contractor include those products in his bid. Should the Contractor desire to substitute products which he purports to be equal to those specified, the Contractor shall furnish information as described in Section 00700, General Conditions, The alternative products(s) submitted by the Contractor shall meet the requirements of the specifications and shall, in all respects, be equal to the products specified by name herein.
- B. All apparatus, mechanism, equipment, machinery, and manufactured articles for incorporation into the Work shall be new and unused and the standard products of recognized reputable manufacturers.

1.02 PROVISIONS FOR CONTROL OF EROSION AND POLLUTANTS

Sufficient precautions shall be taken during construction to minimize the runoff of polluting substances such as silt, clay, fuels, oils, bitumens, calcium chloride, or other materials harmful to humans, fish, or other life, into the ground and surface waters of the state. Contractor will give all notices and comply with all laws, notices, ordinances, rules and regulations applicable to the work, without exception.

1.03 ON-SITE STORAGE

The Contractor's attention is invited to special storage requirements and possible charges for noncompliance of on-site storage requirements for materials and equipment as specified in Section 01600.

1.04 INCLEMENT WEATHER

- A. In the event of inclement weather, or whenever Engineer shall direct, Contractor and Subcontractors will protect carefully the work and materials against damage or injury from the weathers, including sudden rises in flows due to storms outside the immediate construction zone. Damaged Work and materials shall be removed and replaced. If, in the opinion of Engineer, any portion of Work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or Subcontractors to so protect the Work, no additional time for removal and replacement will be given by the Owner.

1.05 WARRANTIES

- A. All work supplied under the Contract shall be warranted for a period of one (1) year or such longer period of time as may be prescribed by any special guarantee required by Change Orders or issued by Subcontractor, suppliers, or manufacturers, from the date of acceptance for operations (beneficial use) by the Owner as specified in Section 01740, Warranties and Bonds.
- B. The work shall be warranted to be free from defects in workmanship, design and materials. If any part of the work should fail during warranty period, it shall be replaced or restored to service at no expense to the Owner.

1.06 CONSTRUCTION CONDITIONS

The Contractor shall strictly adhere to the specific requirements of the governmental units(s) or agency(ices) having jurisdiction over the work. Wherever there is a difference in the requirements of a jurisdictional body and these Specifications, the more stringent shall apply.

1.07 PUBLIC NUISANCE

The Contractor shall not create a public nuisance, including, but not limited to, encroachment on adjacent lands, flooding of adjacent lands, or excessive noise.

1.08 SUSPENSION OF WORK DUE TO WEATHER

During inclement weather, all work which might be damaged or rendered inferior by such weather conditions shall be suspended. The orders and decisions of the Engineer as to suspensions shall be final and binding. The authority of the Engineer to issue such an order shall not be interpreted as a requirement to do so. During suspension of the work from any cause, the work shall be suitably covered and protected so as to preserve it from injury by the weather. Notwithstanding this provision, it is understood and agreed that the General Conditions shall control.

1.09 RELOCATIONS

The Contractor shall be responsible for the relocation of structures, including, but not limited to, light poles, signs, sign poles, fences, mailboxes, piping, conduits and drains that interfere with the positioning of the work as set out on the Drawings. The cost of all such relocations shall be included in the bid.

1.10 SALVAGE

Any existing equipment or materials, including, but not limited to, valves, pipes, fittings, couplings, etc., which are removed or replaced as a result of construction under this project may be designated as salvage by the Engineer and, if so, shall be removed and delivered to the Owner at a location directed by the Engineer.

1.11 PERMITS

Upon notice of award, the Contractor shall immediately apply for all applicable permits not previously obtained by the Owner to do the work from the appropriate governmental agency or agencies. No work shall commence until all applicable permits have been obtained and copies delivered to the Engineer. The costs for obtaining all permits shall be borne by the Contractor.

1.12 HAZARDOUS LOCATION

- A. The existing wet wells, manholes, sewers, force mains, pipes, and other related areas are hazardous locations in that explosive concentrations of sewage gas may be present. The Contractor is cautioned that the above areas, especially the wet well, may be deficient in oxygen. Checks shall be made by the Contractor whenever personnel are working in these areas to insure that adequate ventilation has been provided.
- B. In his operations in hazardous locations, the Contractor shall use spark-proof tools and explosion-proof temporary lighting and shall not use electric power tools, open flame devices, electric welding or any device or methods which might conceivably cause ignition or explosion.
- C. If a working is atmosphere is unsafe, the Contractor shall furnish, install, operate, and later remove such temporary auxiliary ventilating facilities as are necessary to provide a safe atmosphere.
- D. The Contractor shall also instruct and caution his employees and the employees of his subcontractors to avoid smoking while in the hazardous areas. Suitable prominent "No Smoking" signs shall be placed at locations where sewage gas could be present.

1.13 NOTIFICATION OF WORK ON EXISTING FACILITIES

Before commencing work on any of the existing structures or equipment, the Contractor shall notify the Engineer, in writing, at least ten (10) calendar days in advance of the date he proposes to commence such work.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01041

PROJECT COORDINATION

PART 1 GENERAL

1.01 Work Progress

The CONTRACTOR shall furnish personnel and equipment which will be efficient, appropriate, and large enough to secure a satisfactory quality of work and a rate of progress which will insure the completion of the work within the time stipulated in the contract. If at any time such personnel appear to the ENGINEER to be inefficient, inappropriate, or insufficient for performing the quality of work required or for producing the rate of progress aforesaid, he may order the CONTRACTOR to increase the efficiency, change the character or increase the personnel and equipment, and the CONTRACTOR shall conform to such order at his own expense. Failure of the ENGINEER to give such order shall in no way relieve the CONTRACTOR of his obligations to perform the work at the specified quality and rate of progress.

1.02 Private Land

The CONTRACTOR shall not enter or occupy private land outside of the OWNER'S land, right-of-ways, or servitudes except by written permission of both the OWNER and the Owner of the private land. Such permission shall be obtained by and at the expense of the CONTRACTOR and at no additional cost to the OWNER.

1.03 Work Locations

Work shall be located substantially as indicated on the Drawings, but the Engineer reserves the right to make such modifications in locations as may be found desirable to avoid interference with existing structures or for other reasons.

1.04 Open Excavations

All open excavations shall be adequately safeguarded by providing temporary barricades, caution signs, lights and other means to prevent accidents to persons and damage to property. The CONTRACTOR shall, at his own expense, provide suitable and safe bridges and other crossings for accommodating travel by the public, OWNER'S and ENGINEER'S personnel, and workmen.

1.05 Test Pits

Test pits for the purpose of locating underground utilities or structures which may interfere with installation of the Work shall be excavated in advance of the Work and backfilled by the CONTRACTOR. Test pits shall be backfilled immediately after their purpose has been satisfied and maintained in a manner satisfactory to the ENGINEER. The costs for such test pits shall be included in the cost of the work for which the test pits benefit.

1.06 Water for Construction Purposes

- A. In locations where public water supply is available, the CONTRACTOR shall purchase water for all construction purposes.
- B. The CONTRACTOR shall make his own arrangements and pay all costs for connections to public water systems and for water used. Existing OWNER supplies or connections shall not be used without prior approval by OWNER.

1.07 Maintenance of Flow

The CONTRACTOR shall maintain the flow of sewers, drains, and water courses interrupted during the progress of the Work, including complete pumped bypass systems where necessary. The CONTRACTOR shall immediately remove all offensive matter. The entire procedure of maintaining existing flow shall be fully discussed with the ENGINEER well in advance of the interruption of any flow. All temporary works installed for flow maintenance shall be removed when the permanent work is finished and the areas cleaned and restored to good condition.

1.08 Protection of Construction and Equipment

- A. All newly constructed work shall be carefully protected from injury in any way. No wheeling or walking or placing of heavy loads on it shall be allowed. All portions of the work injured shall be reconstructed by the CONTRACTOR at his own expense.
- B. All structures shall be protected in a suitable manner. Should any parts of the structures become heaved, cracked or otherwise damaged, all such damaged portions of the work shall be completely repaired and made good by the CONTRACTOR at his own expense and to the satisfaction of the ENGINEER. If, in the final inspection of the work, any defects, faults or omissions are found, the CONTRACTOR shall cause the same to be repaired or removed and replaced by proper materials and workmanship without extra compensation for the materials and labor required. Further, the CONTRACTOR shall be fully responsible for the satisfactory maintenance and repair of the construction and other work undertaken herein for at least the guarantee period described in the contract.
- C. The CONTRACTOR shall take all necessary precautions to prevent damage to any structure due to water pressure (groundwater or surface water) during and after construction and until such structure is accepted and taken over by the OWNER.
- D. The CONTRACTOR is responsible for security of the site. Security of all equipment, material, tools, machinery, supplies, structures, buildings, vehicles and offices is the responsibility of the CONTRACTOR. Measures to affect job site security and limit unauthorized access, including temporary fencing, security guards, and other measures are the responsibility of the CONTRACTOR at his expense.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01041.1

UTILITIES COORDINATION

PART 1 GENERAL

1.01 UTILITIES

Utilities for the purpose of these specifications shall be considered as including, but not limited to: pipelines, conduits, cables, transmission lines and appurtenances of Public Utilities and those of Special Utility Districts, Cities or Towns, businesses or individuals solely for their own use or for use of their tenants; and storm drains, sanitary sewers, street lighting, traffic signal and fire alarm systems.

1.02 UNDERGROUND INSTALLATIONS

Existing underground pipelines and utilities are indicated on the Drawings only to the extent such information was made available to or discovered by Engineer in preparing drawings. There is no guarantee as to the accuracy or completeness of such information, and all responsibility for the accuracy and completeness thereof is expressly disclaimed by the Owner and the Engineer.

1.03 UTILITIES LOCATED IN CITY RIGHT-OF-WAY

Unless otherwise provided or excepted herein, the removal, adjusting, relocation, or replacement of utility structures or facilities within City right-of-way which may be necessary for construction of the work in accordance with these Contract Documents, shall be at the expense of the Contractor.

It shall be the Contractor's responsibility to protect and maintain those utilities which, in the opinion of the Engineer, do not need to be disturbed in order to accomplish the work required by the contract.

1.04 RELOCATIONS OF EXISTING GAS LINES, TELEPHONE LINES, ELECTRIC LINES, CABLE TV LINES AND WATER LINES

The Contractor shall notify the proper authority of the utility involved when relocation of these lines is required. The Contractor shall coordinate all work by the utility so that the progress of construction will not be hampered.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 GENERAL

The Contractor, when the Notice to Proceed is received, shall notify the owners of utilities affected by the work, the approximate date upon which he will begin work, and shall submit a progress schedule of the proposed work. This shall be deemed sufficient notice if the project progresses according to the progress schedule submitted with the notification. If changes in the schedule of the

work occur, the Contractor shall appraise both the owner of the utility affected and the Engineer so that adjustments in the work schedule of utility can be made. The Contractor shall be responsible for damages to the utility facility and construction delays resulting from failure to notify the utility and the Engineer of changes in procedure or location.

3.02 PROTECTION OF EXISTING UTILITIES

- A. The attention of the Contractor is drawn to the fact that during excavation, the possibility exists of the Contractor encountering various water, gas, telephone, electrical, or other utility lines not shown on the Drawings. The Contractor shall exercise extreme care before and during excavation to locate and flag these lines so as to avoid damage to the existing lines. Should damage occur to an existing line, the Contractor shall repair the line at no cost to the Owner.
- B. The Contractor shall assume full responsibility for the protection of all utilities, public and private, including poles, services to buildings, gas pipes, water pipes, hydrants, sewers, drains, and electric and telephone cables, whether or not they are shown on the Drawings. The Contractor shall carefully support and protect all such utilities from injury of any kind. Any damage resulting from the Contractor's operation shall be repaired by him at his expense.

The protection and preservation of utility facilities which are located within the right-of-way, but outside the normal limits of construction, as determined by the Engineer, shall be the responsibility of the Contractor. The Contractor shall be responsible for all damage to utilities which are due to his negligence.

- C. The Contractor shall bear full responsibility for obtaining locations of all underground structures and utilities (including existing water services, drain lines, and sewer). Services to buildings shall be maintained, and all costs or charges resulting from damage thereto shall be paid by the Contractor.
- D. If, in the opinion of the Engineer, permanent relocation of a utility owned by the City is required, he may direct the Contractor, in writing, to perform the work. Work so ordered will be paid for at the Contract unit prices, if applicable, or as extra work under Article 10 of the General Conditions. If relocation of a privately owned utility is required, the Contractor will notify the Utility to perform the work as expeditiously as possible. The Contractor shall fully cooperate with the County and Utility and shall have no claim for delay due to such relocation.
- E. The Contractor shall notify public and private utility companies in writing at least two, but not more than five full days (excluding Saturdays, Sundays, and legal holidays) before excavating near their utilities.

3.03 UTILITIES TO BE ADJUSTED

The owners of utility facilities which require relocation, removal, adjustment or replacement shall, if possible and feasible, perform this work prior to the commencement of the Contractor's work. Where utility work must be done in conjunction with the Contractor's work on the project or in conjunction with the work of other utilities, arrangements for when, how and where the operation is to proceed

shall be worked out among the parties concerned. If disputes arise, the Engineer shall decide the course of action to be taken.

3.04 UTILITIES CONFLICTING WITH OPERATIONS

Those utility facilities which do not conflict with the improvement, but which are obstructions to the operations required for installation or which are obstructions to the operations required for installation of which present unusual difficulty due to their close proximity to the area of the operations, shall be located with certainty by the owners of the utility prior to the arrival of the Contractor's operation which would be hindered by the utility facility. The Contractor is required to preserve the utility facility in place without damage and shall be responsible for damages sustained, if the utility owner has located the facility by exposing it to the view of the Contractor or has otherwise made the Contractor aware, with certainty, of the location of the facility. Any other arrangements that the Contractor may make with a utility owner as a substitute for the requirements of this Section shall require the approval of the Engineer, in writing.

3.05 MISLOCATED UTILITIES

The owner of a utility shall be wholly responsible for the proper location of his facilities which are affected by construction work performed according to these specifications. Improperly located or mislocated facilities which are damaged during construction shall be the responsibility of the utility, providing proper notification has been given.

*** * END OF SECTION * ***

SECTION 01045
CUTTING AND PATCHING

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Contractor shall be responsible for all cutting, fitting and patching, including attendant excavation and backfill, required to complete the Work to include:

- A. Make its several parts fit together properly.
- B. Uncover portions of the Work to provide for installation of ill-timed work.
- C. Remove and replace defective work.
- D. Remove and replace work not conforming to requirements of the Contract Documents
- E. Remove samples of installed work as specified for testing.

1.02 SUBMITTALS

- A. Submit a written request to the Engineer well in advance of executing any cutting or alteration which affects:
 - 1. Work of the Owner or any separate contractor.
 - 2. Structural value or integrity of any element of the Project or work.
 - 3. Integrity or effectiveness of weather-exposed or moisture-resistant elements or systems.
 - 4. Efficiency, operational life, maintenance or safety of operational elements.
 - 5. Visual qualities of sight-exposed elements.
- B. Request shall include:
 - 1. Identification of the work.
 - 2. Description of affected work.
 - 3. The necessity for cutting, alteration or excavation.
 - 4. Effect on work of Owner or any separate Contractor, or on structural or weatherproof integrity of work.

-
5. Description of proposed work:
 - a. Scope of cutting, patching, alteration, or excavation.
 - b. Trades who will execute the work.
 - c. Products proposed to be used.
 - d. Extent of refinishing to be done.
 6. Alternatives to cutting and patching.
 7. Cost proposal, when applicable.
- C. Submit written notice to the Engineer designating the date and the time the work will be uncovered.

PART 2 PRODUCTS

2.01 MATERIALS

Comply with specifications and standards for each specific product involved.

PART 3 EXECUTION

3.01 INSPECTION

- A. Inspect existing conditions of Project, including elements subject to damage or to movement during cutting and patching.
- B. After uncovering work, inspect conditions affecting installation of products or performance or work.
- C. Report unsatisfactory or questionable conditions to the Engineer in writing; do not proceed with work until the Engineer has provided further instructions.

3.02 PREPARATION

- A. Provide adequate temporary support as necessary to assure structural value or integrity of affected portion of Work.
- B. Provide devices and methods to protect other portions of Project from damage.
- C. Provide protection from elements for the portion of the Project which may be exposed by cutting and patching work, and maintain excavations free from water.

3.03 PERFORMANCE

- A. Execute cutting and demolition by methods which will prevent damage to other work and will provide proper surfaces to receive installation of repairs.
- B. Execute excavating and backfilling by methods which will prevent settlement or damage to other work.
- C. Employ original installer or fabricator to perform cutting and patching for:
 - 1. Weather-exposed or moisture-resistant elements.
 - 2. Sight-exposed finished surfaces.
- D. Execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances and finishes.
- E. Restore work which has been cut or removed; install new products to provide completed work in accord with requirements of Contract Documents.
- F. Refinish entire surfaces as necessary to provide an even finish to match adjacent finishes:
 - 1. For continuous surfaces, refinish to nearest intersection.
 - 2. For an assembly, refinish entire unit.

*** * END OF SECTION * ***

SECTION 01050

FIELD ENGINEERING

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. The Contractor shall provide and pay for field engineering services for:
 - 1. Survey work required in execution of work.
 - 2. Civil, structural, or other professional engineering services specified or required to execute the Contractor's construction method.
- B. The method of field staking for the construction of the work shall be at the option of the Contractor. The Owner shall provide the engineering surveys to establish reference points which in his judgement are necessary to enable the Contractor to proceed with his work.
- C. The accuracy of any method of staking shall be responsibility of the Contractor. All engineering for vertical and horizontal control shall be the responsibility of the Contractor.
- D. The Contractor shall be held responsible for the preservation of all stakes and marks. If any stakes or marks are carelessly or willfully disturbed by the Contractor, the Contractor shall not proceed with any work until he has reestablished such points, marks, lines and elevations as may be necessary for the prosecution of the work.
- E. The Contractor shall retain the services of a competent surveyor, registered in the State of Mississippi, to layout the work and maintain a survey during construction. The Contractor shall be solely responsible for proper location of the work.

1.02 SURVEY REFERENCE POINTS

Locate and protect control points prior to starting site work, and preserve all permanent reference points during construction.

- 1. Make no changes or relocations without prior written notice to the Engineer.
- 2. Report to the Engineer when any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations.

1.03 PROJECT SURVEY REQUIREMENTS

- A. Establish temporary bench marks as needed, referenced to data established by survey control points. Record locations, with horizontal and vertical data, on Record Drawings.
- B. Establish lines and levels, and locate and lay out, by instrumentation and similar appropriate

means:

1. Site improvements, including utility slopes and invert elevations.
 2. Batter boards for structures.
- C. From time to time, verify layouts by same methods.
- D. Establish all lines and grades prior to construction of site improvements.

1.04 RECORDS

- A. Maintain a complete, accurate log of all control and survey work as it progresses.
- B. At Contract closeout, submit a survey of installation of water mains, fire hydrants, and valves at the same scale as the Engineer's drawings indicating elevations and channel stationing at 100 foot increments.

1.05 SUBMITTALS

- A. On request of the Engineer, submit documentation to verify accuracy of field engineering work.
- B. Submit Drawings showing locations of all pipes and structures constructed. This Drawing shall be included with the Record Drawings.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01060

REGULATORY REQUIREMENTS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Abbreviations and acronyms used in Contract Documents to identify reference standards are as indicated herein.

1.02 QUALITY ASSURANCE

- A. Applications: When a standard is specified by references, comply with requirements and recommendations stated in the standard, except when requirements are modified by the Contract Documents, or applicable codes establish stricter standards.
- B. Publications Date: The publication in effect on the date of issue of Contract Documents, except when a specific publication date is specified.

1.03 ABBREVIATIONS, NAMES, AND ADDRESSES OF ORGANIZATIONS

The following standards may be referenced in the Contract Documents. The contractor shall obtain copies of reference standards directly from the publication source when needed for proper performance of Work or when required for submittal by Contract Documents.

AAN	American Association for Nurserymen 1250 I Street N.W., Suite 500 Washington, DC 20005 (202) 789-2900
AASHTO	American Association of State Highway and Transportation Officials 444 North Capitol Street, N.W., Suite 225 Washington, DC 20001 (202) 624-5800
ACI	American Concrete Institute Post Office Box 19150 22400 W. Steven Mile Road Detroit, MI 48219 (313) 532-2600
ACPA	American Concrete Pipe Association 8320 Old Courthouse Road, Suite 201 Vienna, VA 22180 (703) 821-1990
AI	Asphalt Institute

	Asphalt Institute Building College Park, MD 20740-1802
AISC	American Institute of Steel Construction 400 North Michigan Avenue Chicago, IL 60611 (312) 670-2400
AISI	American Iron and Steel Institute 1133 15th Street N.W., Suite 300 Washington, DC 20005 (202) 452-7100
ANSI	American National Standard Institute 1430 Broadway New York, NY 10018 (212) 354-3300
ASCE	American Society of Civil Engineers 345 East 47th Street New York, NY 10017 1-800-548-ASCE 345 East 47th Street New York, NY 10017 (212) 705-7722
ASTM	American Society for Testing and Materials 1916 Race Street Philadelphia, PA 19103 (215) 299-5400
AWPA	American Wood Preserver's Association Post Office Box 849 Stevensville, MD 21666 (301) 643-4163
AWS	American Welding Society Post Office Box 351040 550 LeJeune Road, N.W. Miami, FL 33126 1-800-443-9353
AWWA	American Water Works Association 6666 W. Quincy Avenue Denver, CO 80235 (303) 794-7711
CLFMI	Chain Link Fence Manufacturers Institute

	1776 Mass Avenue N.W., Suite 500 Washington, DC 20036 (202) 659-3537
CRSI	Concrete Reinforcing Steel Institute 933 N. Plum Grove Road Schaumburg, IL 60173 (312) 517-1200
DIPRA	Ductile Iron Pipe Research Association 245 Rivercase Parkway E., Suite 100 Birmingham, AL 35244 (205) 988-9870
FS	Federal Specification General Services Administration Specifications and Consumer Information & Distribution Section (WFSIS) 7 and D Street S.W., Room 654 Washington, DC 20407 (202) 472-2140
IEEE	Institute of Electrical and Electronic Engineers Service Center 345 E. 47th Street New York, NY 10017 (212) 705-7900
MDOT	Mississippi Department of Transportation P. O. Box 1850 Jackson, Ms 39215-1850 (601) 359-1213
MIL	Department of the Navy Navel Publications and Forms Center 5801 Torbor Avenue Philadelphia, PA 19120-5099 (215) 697-2667
NEC	National Electric Code National Fire Protection Association Batterymarch Park Quincy, MA 02269 (617) 770-3000
NEMA	National Electrical Manufacturer's Association 2101 L Street, NW, Suite 300 Washington, DC 20037 (202) 457-8400
NSPE	National Society of Professional Engineers

	1420 King Street Alexandria, VA 22314 (703) 684-2835
OSCI	Office of Standards Code and Information National Bureau of Standards Gaithersburg, MD 20899 (301) 975-4029
PCA	Portland Cement Association 5420 Old Orchard Road Skokie, IL 60077 (312) 966-6200
PCI	Prestressed Concrete Institute 175 W. Jackson Blvd., Suite 1859 Chicago, IL 60604 (312) 786-0300
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association Post Office Box 70 Merrifield, VA 22116 (703) 790-9890
SSPC	Steel Structures Painting Council 4400 5th Avenue Pittsburgh, PA 15213 (412) 268-3327
UL	Underwriter's Laboratories, Inc. 333 Pfingsten Road Northbrook, IL 60062 (312) 272-8800

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01200
PROJECT MEETINGS

PART 1 GENERAL

1.01 Requirements Included

- A. The ENGINEER shall schedule and administer a preconstruction meeting, construction progress meetings, and specially called meetings throughout the progress of the work. The ENGINEER will:
 - 1. Prepare agenda for meetings.
 - 2. Make physical arrangements for meetings.
 - 3. Preside at meetings.
 - 4. Record the minutes; include significant proceedings and decisions.
 - 5. Reproduce and distribute copies of minutes.
- B. The CONTRACTOR and representatives of, where appropriate, subcontractors and suppliers shall attend meetings. The representative shall be qualified and authorized to act on behalf of the entity each represents.
- C. The CONTRACTOR shall attend and identify at the meetings the actual status of the Contract Work and, when the Work is not being performed consistently with the Contract Documents and construction schedules, shall identify at the meetings the steps he is taking to resolve the inconsistency.

1.02 Pre-construction Meeting

- A. The CONTRACTOR shall participate in a preconstruction meeting to be held after the effective date of the Agreement and prior to the date of Notice to Proceed.
- B. The following are expected to be in attendance:
 - 1. OWNER'S Representative and other staff as appropriate.
 - 2. ENGINEER and his professional consultants as appropriate.
 - 3. ENGINEER's Resident Project Representative.
 - 4. CONTRACTOR's Representative and Construction Superintendent.
 - 5. Subcontractors as appropriate.
 - 6. Utility representatives as appropriate.
 - 7. Others as appropriate.
- C. The following matters are expected to be addressed:
 - 1. Distribution and discussion of:
 - a. List of major subcontractors.
 - b. Project construction schedules.
 - 2. Critical work sequencing.
 - 3. Project Coordination.
 - 4. Designation of responsible personnel.

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5. Procedures and processing of:
 - a. Field decisions.
 - b. Proposal requests.
 - c. Submittals.
 - d. Change Orders.
 - e. Applications for Payment.
 6. Distribution of Contract Documents.
 7. Procedures for maintaining Record Documents.
 8. Use of premises:
 - a. Office, work and storage areas.
 - b. OWNER'S requirements.
 9. Construction facilities, controls and construction aids.
 10. Temporary utilities.
 11. Housekeeping procedures.
 12. Insurance certifications.
 13. Liquidated damages for delay.
 14. Weekly job meetings.
 15. Laboratory testing of material requirements.

1.03 Construction Progress Meetings

- A. Construction progress meetings will be held monthly with the first meeting 30 days or less after the date of Notice to Proceed.
- B. Special construction progress meetings will be held as required by progress of the Work.
- C. The following are expected to be in attendance:
 1. OWNER Representative and other staff as appropriate.
 2. The ENGINEER and his professional consultants as appropriate.
 3. CONTRACTOR's Representative and/or construction Superintendent.
 4. Subcontractors as appropriate.
 5. Suppliers as appropriate.
 6. Others as appropriate.
- D. The following matters are expected to be addressed:
 1. Review and approve minutes of previous meeting.
 2. Review of work progress.
 3. Field observations, problems, conflicts.
 4. Problems which impede Construction Schedule.
 5. Review of off-site fabrication, delivery schedules.
 6. Corrective measures and procedures to regain Construction Schedule.
 7. Revisions to Construction Schedule.
 8. Progress and schedule during succeeding work period.
 9. Payment applications and processing.
 10. Submittals.
 11. Maintenance of quality standards.
 12. Changes, substitutions, and Change Orders.

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- 13. Review proposed changes for:
 - a. Effect on Construction Schedule and completion date.
 - b. Effect on other contracts of the Project.
 - 14. Other matters as appropriate.
 - 15. Record drawings.
- E. The CONTRACTOR shall be prepared to discuss the above topics and to make commitments for resolving deficiencies.
- F. The CONTRACTOR shall provide a current submittal log at each progress meeting in accordance with Section 01340.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01310
CONSTRUCTION SCHEDULES

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Contractor shall comply with the General Conditions.
- B. Submit revised progress schedules periodically.

1.02 FORM OF SCHEDULES

- A. Prepare schedules in the form of a horizontal bar chart.
 - 1. Provide separate horizontal bar for each trade or operation.
 - 2. Horizontal time scale; identify the first work day of each week.
 - 3. Scale and spacing: To allow for notations and future revisions.
 - 4. Minimum sheet size: 8-1/2 inches by 11 inches.
- B. Format of listings: The table of contents of the Contract Documents.
- C. Identification of listings: Items of work.

1.03 CONTENT OF SCHEDULE:

- A. Construction Progress Schedule:
 - 1. Show the complete sequence of construction by activity.
 - 2. Show the dates for the beginning, and completion of each major element of construction.
 - 3. Show projected percentage of completion for each item, as of the first day of each month.
 - 4. Show an anticipated monthly payment schedule.
- B. Submittal Schedule for Shop Drawings, Product Data and Samples. Show:
 - 1. The dates for Contractor's submittal.
 - 2. The dates approved submittal will be required from the Engineer.

1.04 PROGRESS REVISIONS

- A. Indicate progress of each activity to date of submission.
- B. Show changes occurring since previous submission of schedule:
 - 1. Major changes in scope.
 - 2. Activities modified since previous submission.
 - 3. Revised projections of progress and completion.
 - 4. Other identifiable changes.
- C. Provide a narrative report as needed to define:
 - 1. Problem areas, anticipated delays, and the impact on the schedule.
 - 2. Corrective action recommended, and its effect.

1.05 SUBMISSIONS

- A. Submit initial schedules in accordance with the General Conditions.
 - 1. Engineer will review schedules and return review copy within ten (10) days after receipt.
 - 2. If required, Contractor shall resubmit within seven (7) days after return of review copy.
- B. Submit revised progress schedules with each Application for Payment.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01340

SHOP DRAWINGS, PROJECT DATA, AND SAMPLES

PART 1 GENERAL

1.01 Requirements Included:

- A. The Contractor shall submit to the Engineer for review and exception, if any, such working drawings, shop drawings, test reports and data on materials and equipment (hereinafter in this article called data), and material samples (hereinafter in this article called samples) as are required for the proper control of work, including but not limited to those working drawings, shop drawings, data and samples for materials and equipment specified elsewhere in the Specifications and in the Contract Drawings.
- B. Within fifteen (15) calendar days after the Effective Date of the Agreement, the Contractor shall submit to the Engineer a complete list of preliminary data on items for which Shop Drawings are to be submitted. Included in this list shall be the names of all proposed manufacturers furnishing specified items. Review of this list by the Engineer shall in no way relieve the Contractor from submitting complete shop drawings, data, and samples in accordance with the Specifications. This procedure is required in order to expedite final review of Shop Drawings.
- C. The Contractor is to maintain an accurate updated submittal log and will bring this log to each scheduled progress meeting. This log should include the following items:
 - 1. Submittal Description and Number assigned.
 - 2. Date to Engineer.
 - 3. Date returned to Contractor (from Engineer).
 - 4. Status of Submittal (No exceptions taken, returned for confirmation or resubmittal, rejected).
 - 5. Date of Resubmittal and Return (as applicable).
 - 6. Date material released (for fabrication).
 - 7. Projected date of fabrication.
 - 8. Projected date of delivery to site.
 - 9. Status of O&M manuals submittal.

1.02 Contractor's Responsibility

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- A. It is the duty of the Contractor to check all drawings, data and samples prepared by or for him before submitting them to the Engineer for review. Each and every copy of the Drawings and data shall bear Contractor's stamp showing that they have been so checked. Shop drawings submitted to the Engineer without the Contractor's stamp or evidence that the Contractor has not performed the required review will be returned to the Contractor for conformance with this requirement. Shop drawings shall indicate any deviations in the submittal from requirements of the Contract Documents.
- B. Determine and verify:
1. Field measurements.
 2. Field construction criteria.
 3. Catalog numbers and similar data.
 4. Conformance with Specifications and indicate all variances from the Specifications.
- C. The Contractor shall furnish the Engineer a schedule of Shop Drawing submittals fixing the respective dates for the submission of shop and working drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment. This schedule shall indicate those that are critical to the progress schedule.
- D. The Contractor shall not begin any of the work covered by a drawing, data, or a sample returned for correction until a revision or correction thereof has been reviewed and returned to him by the Engineer with no exceptions taken.
- E. The Contractor shall submit to the Engineer all drawings and schedules sufficiently in advance of construction requirements to provide no less than twenty-one (21) calendar days for checking and appropriate action from the time the Engineer receives them.
- F. The Contractor shall submit five (5) copies of shop drawings and descriptive or product data submittal to complement shop drawings to the Engineer which will be retained for his use.
- G. The Contractor shall be responsible for and bear all cost of damages which may result from the ordering of any material or from proceeding with any part of work prior to the completion of the review by Engineer of the necessary shop drawings.
- H. The Contractor shall utilize a Sequential Numbering System for submittals (1-999). Resubmittals or confirming material shall be assigned a letter next to the submittal number, i.e. A= second submittal, B= third submittal, etc.
- I. Submittals shall include a certified statement of compliance to the requirements detailed in the specifications in addition to other submittal requirements. This certification shall be prepared by the manufacturer and not the local supplier. Validity of the authority and position of the person signing the certification shall be verified by a Notary Public. The statement of compliance shall address each point of conformance contained in the governing specifications with definite comments of either compliance or non-compliance. Statements of non-compliance with points of conformance shall be accompanied by a statement of

justification as to the reason for non-conformance and why the non-complying feature is considered to be either equal to or better than the specified feature. The Engineer will use the certified statement of compliance in his evaluation of the submittal rendering a judgment as to equality to the specified product and issuing a statement as to whether the product is acceptable for or rejected from incorporation into the work.

- J. When a manufacturer named in the controlling specification is chosen to supply a product and the details of manufacture, size, and installation are shown on this standard catalog cut sheets, the manufacturer may submit the certified statement of compliance as detailed above along with installation details specific to the work such as laying schedules, etc. as required, deleting the standardized catalog data.

1.03 Engineer's Review of Shop Drawings

- A. The Engineer's review of drawings, data and samples submitted by the Contractor will cover only general conformity to the Specifications, external connections, and dimensions which affect the installation.
- B. The review of drawings and schedules will be general, and shall not be construed:
1. as permitting any departure from the Contract requirements;
 2. as relieving the Contractor of responsibility for any errors, including details, dimensions, omissions and materials;
- C. If the drawings or schedules as submitted describe variations per subparagraph (1.04.D), and show a departure from the Contract requirements which Engineer finds to be in the best interest of the Owner and to be so minor as not to involve a change in Contract Price or Time, The Engineer may return the reviewed Drawings without noting any exception.
- D. After the ENGINEER completes his review, the Shop Drawings will be marked with one of the following notations:
1. No Exceptions Taken.
 2. Make Corrections Noted.
 3. Revise and Resubmit.
 4. Rejected.
 5. Submit Specified Item.
- E. If a submittal is acceptable, it will be marked "No Exception Taken" or "Make Corrections Noted". Three copies of the submittal will be returned to the CONTRACTOR.
- F. Upon return of a submittal marked "No Exception Taken" or "Make Corrections Noted", the CONTRACTOR may order, ship or fabricate the materials included on the submittal, provided it is in accordance with the corrections indicated.
- G. If a Shop Drawing action is "Make Corrections Noted" but has extensive corrections or corrections affecting other drawings or Work, the ENGINEER may require that the CONTRACTOR make the corrections indicated thereon and resubmit the Shop Drawings for

record purposes. In this case, the submittal will be marked "Make Corrections Noted-Resubmit".

- H. If a submittal is unacceptable, two copies will be returned to the CONTRACTOR with one of the following notations:
 - 1. "Revise and Resubmit"
 - 2. "Rejected"
- I. Upon return of a submittal marked "Revise and Resubmit", the CONTRACTOR shall make the corrections indicated and repeat the initial approval procedure. The "Rejected" notation is used to indicate material or equipment that is not acceptable. Upon return of a submittal so marked, the CONTRACTOR shall repeat the initial approval procedure utilizing acceptable material or equipment.
- J. Submittals lacking adequate details or information to allow the ENGINEER to determine whether or not the submittal meets the intent of the Contract specifications shall be marked "Submit Specified Item" and returned without further comment.
- K. Shop Drawings or other submittals not bearing the ENGINEER'S "No Exception Taken" or "Make Corrections Noted" notations shall not be issued to Subcontractors nor utilized for construction purposes. No Work shall be performed or equipment installed without a drawing or submittal bearing one of these notations.
- L. In the event the CONTRACTOR obtains the ENGINEER'S approval for the use of equipment other than that which is shown or specified, the CONTRACTOR shall, at his own expense and using methods approved by the ENGINEER, make all changes to the Work, including structures, piping, electrical, equipment and controls, that may be necessary to accommodate this equipment.
- M. Resubmittals will be handled in the same manner as first submittals. The Contractor shall direct specific attention to revisions other than the corrections requested by the Engineer on previous submissions by written details or markings on the resubmitted Shop Drawings. The Contractor shall make any corrections required by the Engineer.
- N. If the Contractor considers any correction indicated on the Drawings to constitute a change to the Contract Drawings or Specifications, the Contractor shall give written notice thereof to the Engineer.
- O. The Engineer will review a submittal/resubmittal a maximum of three times after which cost of review will be borne by the Contractor. The cost of engineering shall be equal to the Engineer's charges to the Owner under the terms of the Engineer's agreement with the Owner.
- P. When the Shop Drawings have been completed to the satisfaction of the Engineer, the Contractor shall carry out the construction in accordance therewith and shall make no further changes therein except upon written instructions or approval from the Engineer.

Q. No partial submittals will be reviewed. Submittals not complete will be returned to the Contractor, and will be considered "NOT APPROVED" until resubmitted.

1.13 SHOP DRAWINGS

- A. Shop drawings shall be complete and detailed.
- B. Drawings and schedules shall be checked and coordinated with the work of all trades involved, before they are submitted for review by the Engineer and shall bear the Contractor's stamp of approval as evidence of such checking and coordination. Drawings or schedules submitted without this stamp of approval shall be returned to the Contractor for resubmission.
- C. Each shop drawing shall have a blank area 3-1/2 inches by 3-1/2 inches, located adjacent to the title block. The title block shall display the following:
 - 1. Number and title of the drawing.
 - 2. Date of drawing or revision.
 - 3. Name of project building or facility.
 - 4. Name of contractor and subcontractor submitting drawing.
 - 5. Clear identification of contents and location of the work.
 - 6. Specification number and title.
- D. If Drawings show variations from Contract requirements because of standard Shop practice or other reasons, the Contractor shall describe such variations in his letter of transmittal. If acceptable, proper adjustment in the Contract shall be implemented where appropriate. If the Contractor fails to describe such variations, he shall not be relieved of the responsibility for executing the work in accordance with the Contract, even though such Drawings have been reviewed.
- E. Data on materials and equipment include, without limitation, materials and equipment lists, catalog data sheets, cuts, performance curves, diagrams, materials of construction and similar descriptive material as required. Materials and equipment lists shall give for each item thereon the name and location of the supplier or manufacturer, trade name, catalog reference, size, finish, and all other pertinent data.
- F. The Contractor shall provide a list including the equipment name, address, and telephone number of the manufacturer's representative and service company so that service and/or spare parts can be readily obtained for all mechanical and electrical equipment furnished.
- G. All manufacturers or equipment suppliers who proposed to furnish equipment or products shall submit an installation list to the Engineer along with the required Shop Drawings. The

installation list shall include at least five installations where identical equipment has been installed and has been in operation for a period of at least one (1) year.

- H. Only the Engineer will utilize the color red in marking Shop Drawing submittals.
- I. Before final payment is made, the Contractor shall furnish to Engineer five (5) sets of record shop drawings all clearly revised, complete and up to date showing the permanent construction as actually made for all reinforcing and structural steel, miscellaneous metals, process and mechanical equipment, yard piping, electrical system and instrumentation system.

1.13 Working Drawings

- A. Working drawings shall be considered to mean the Contractor's plans for temporary structures.
- B. Copies of working drawings as noted in subparagraph 1.02, shall be submitted to the Engineer where required by the Contract Documents or requested by the Engineer, and shall be submitted at least thirty (30) calendar days (unless otherwise specified by the Engineer) in advance of their being required for work.
- C. The Engineer will not review working drawings but shall use them as information to monitor the work performed by the Contractor.

1.14 Samples

- A. The Contractor shall furnish for the review of the Engineer samples required by the Contract Documents or requested by the Engineer. Samples shall be delivered to the Engineer as specified or directed and the Contractor shall prepay all shipping charges. Materials or equipment for which samples are required shall not be used in work until reviewed by the Engineer.
- B. Samples shall be of sufficient size and quantity to clearly illustrate:
 - 1. Functional characteristics of the product, with integrally related parts and attachment devices.
 - 2. Name of Contractor and Subcontractor
 - 3. Material or Equipment represented
 - 4. Place of Origin
 - 5. Name of Producer and Brand (if any).
 - 6. Location in Project

(Samples of finished materials shall have additional marking that will identify them under the finished schedules.)

- C. The Contractor shall prepare a transmittal letter in triplicate for each shipment of samples containing the information required in subparagraph 1.06B above. He shall enclose a copy of this letter with the shipment and send a copy of this letter to the Engineer under separate cover and the remaining copy shall be for the Contractor's records. Review of a sample shall be only for the characteristics or use named and shall not be construed to change or modify any Contract requirements.
- D. Reviewed samples not destroyed in testing shall be sent to the Engineer or stored at the site of the work. Reviewed samples of the hardware in good condition will be marked for identification and may be used in the work. Materials and equipment incorporated in work shall match the reviewed samples. Samples which failed testing or were rejected will be returned to the Contractor at his expense, if so requested at time of submission.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01600

MATERIAL AND EQUIPMENT

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Material and equipment incorporated into the Work shall:

- A. Conform to applicable specifications and standards.
- B. Comply with size, make, type, and quality specified to the greatest extent possible, detailing all aspects and providing explicit reasons for parameters not in compliance and specifically approved in writing by the Engineer.
- C. Manufactured and Fabricated Products:
 - 1. Design, fabricate, and assemble in accord with the best engineering and standard shop practices.
 - 2. Manufacture like parts of duplicate units to standard sizes and gauges, to be interchangeable.
 - 3. Two or more items of the same kind shall be produced, by the same manufacturer.
 - 4. Products shall be suitable for service conditions.
 - 5. Equipment capacities, sizes and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.
- D. Do not use material or equipment for any purpose other than that for which it is designed or is specified.

1.02 APPROVAL OF MATERIALS

- A. Only new materials and equipment shall be incorporated in the Work. All materials and equipment furnished by the Contractor shall be subject to the inspection and approval of the Engineer. No material shall be delivered to the Work without prior approval of the Engineer.
- B. The Contractor shall submit to the Engineer, data relating to materials and equipment he proposes to furnish for the work. Such data shall be in sufficient detail to enable the Engineer to identify the particular product along with references to the applicable section(s) of the specifications to form an opinion as to its conformity to the specifications. The data shall comply with Paragraph 1.06 of this Section.
- C. Facilities and labor for handling and inspection of all materials and equipment shall be furnished by the Contractor. If the Engineer requires, the Contractor shall submit samples of materials for such special tests as may be necessary to demonstrate that they conform to the

specifications. Such samples shall be furnished, stored, packed, and shipped as directed at the Contractor's expense. Except as otherwise noted, the Contractor will make arrangements for and pay for the tests. Where such tests confirm compliance with the specifications, the Owner will reimburse the actual charges of the testing firm paid by the Contractor.

- D. Contractor shall submit data and samples sufficiently early to permit consideration, approval, manufacture, and delivery of materials before they are necessary for incorporation in the work. Any delay of approval resulting from the Contractor's failure to submit samples or data promptly shall not be used as a basis of claim against the Owner or the Engineer.
- E. The materials and equipment used in the Work shall correspond to the approved samples or other data.

1.03 MANUFACTURER'S INSTRUCTIONS FOR INSTALLATION

- A. When Contract Documents require that installation of the Work shall comply with manufacturer's printed instructions, obtain and distribute copies of such instructions to parties involved in the installation, including five copies to the Engineer. One complete set of the installation instructions shall be available for use on the job site during and through completion of the Work.
- B. Handle, install, connect, clean, condition and adjust products as required by the manufacturer's instructions and in conformity with specified requirements.
 - 1. Should the specified requirements conflict with the manufacturer's instructions, the manufacturer's instructions shall have priority unless changes are authorized in writing by the manufacturer.
 - 2. Should job conditions conflict with the manufacturer's instructions, consult with the manufacturer for clarification.
 - 3. Clarifications of installation instructions shall be issued only by the manufacturer, shall be in writing, and shall be distributed to all parties involved in the installation as stated above and prior to alteration of the installation procedures.
 - 4. Do not proceed with the Work without clear instructions concerning the specific installation procedures.
- C. Do not omit any preparatory step or installation procedure unless specifically modified or exempted by the manufacturer.

1.04 TRANSPORTATION AND HANDLING

- A. Arrange deliveries of Products as required by the currently approved construction schedule coordinating each delivery to avoid conflict with other work and conditions at the site.
 - 1. Deliver Products in a undamaged condition, in the manufacturer's original containers or packaging and with identifying labels intact and legible.
 - 2. Prior to accepting delivery, inspect shipments to assure compliance with approved submittal, and that the Products have been properly protected and are undamaged.
- B. Provide equipment and personnel to handle Products preventing soiling or damage to the Products or their protective packaging.

1.05 STORAGE AND PROTECTION

- A. Store Products in accord with manufacturer's instruction, with seals and labels intact and legible.
 - 1. Store products subject to damage by the elements in weathertight enclosures.
 - 2. Maintain temperature and humidity within the ranges required by manufacturer's instructions.
 - 3. Store fabricated products above the ground, on blocking or skids, prevent spoiling, staining or corrosion. Cover products which are subject to deterioration with impervious sheet coverings and provide adequate ventilation to avoid condensation.
 - 4. Store loose granular materials in a well-drained area on solid surfaces to prevent mixing with foreign matter.
- B. All materials and equipment to be incorporated in the Work shall be handled and stored in a manner to prevent warping, twisting, bending, breaking, chipping, rusting, and other injury, theft or damage.
- C. Cement and lime shall be stored under a roof and off the ground and shall be kept completely dry at all times. All miscellaneous steel, structural steel and reinforcing steel shall be stored off the ground, kept free of accumulations of dirt and grease, and in areas free of standing water to minimize rusting. Precast concrete sections shall be handled and stored in a manner to prevent staining, chipping or cracking. Brick, block and similar masonry products shall be handled and stored in a manner to reduce staining, breaking, chipping, cracking, and spalling.
- D. All materials which, in the opinion of the Engineer, have become so damaged as to be unfit for the use intended, including aesthetics, shall be promptly removed from the site of the work.
- E. Arrange storage in a manner to provide easy access for inspection. Make periodic inspections and exercise or rotate moving parts of stored products as required by the

manufacturer to assure that products are maintained under specified conditions and free from damage or deterioration.

- F. Provide substantial coverings as necessary to protect installed products from damage caused by traffic and subsequent construction operations. Remove the protective covering when no longer needed.
- G. The Contractor shall be responsible for all material, equipment, and supplies sold and delivered to the Owner under this Contract until final inspection of the Work and acceptance thereof by the Owner. In the event any such material, equipment, and supplies are lost, stolen, damaged, or destroyed prior to final inspection and acceptance they shall be replaced by the Contractor.
- H. Should the Contractor fail to take proper action to properly store and handle equipment supplied under this Contract, the Owner retains the right to notify the Contractor in writing of the deficiencies, to correct all deficiencies and deduct the cost associated with these corrections from the contractor's Contract. These costs may be comprised of expenditures for labor, equipment usage, administration, clerical, engineering and any other costs associated with making the necessary corrections.

1.06 SUBSTITUTIONS AND PRODUCT OPTIONS

A. Products List:

Within fifteen (15) days after the Notice to Proceed, submit to the Engineer complete list of major products proposed to be used, with the name of the manufacturer and the installing subcontractor.

B. Contractor's Options:

- 1. For Products specified only by reference standard, select any product meeting that standard.
- 2. For Products specified by naming one or more Products or manufacturers and "or equal", Contractor must submit a request as for substitutions for any Product or manufacturer not specifically named.

C. Substitutions:

- 1. For a period of thirty (30) days after the Effective Date of the Agreement, the Engineer will consider written requests from Contractor for substitution of Products.

-
2. Submit a separate request for each Product, supported with complete data, with drawings and samples as appropriate, including:
 - a. Comparison of the qualities of the proposed substitution with that specified.
 - b. Changes required in other elements of the work because of the substitution.
 - c. Effect on the construction schedule.
 - d. Cost data comparing the proposed substitution with the Product specified.
 - e. Any required license fees or royalties.
 - f. Availability of maintenance service, and source of replacement materials.
 3. The Engineer shall be the judge of the acceptability of the proposed substitution.

D. Contractor's Representation:

A request for a substitution constitutes a representation that Contractor:

1. Has investigated the proposed Product and determined that it is equal to or superior in all respects to that specified.
2. Will provide the same warranties or bonds for the substitution as for the Product specified.
3. Will coordinate the installation of an accepted substitution into the Work, and make such other changes as may be required to make the Work complete in all respects.
4. Waives all claims for additional costs, under his responsibility, which may subsequently become apparent.

1.07 SPECIAL TOOLS

Manufacturers of equipment and machinery shall furnish any special tools required for normal adjustment, operations and maintenance, together with instructions for their use. The Contractor shall preserve and deliver to the Owner these tools and instructions in good order no later than upon completion of the Contract.

1.08 WARRANTY

For all major pieces of equipment, submit a warranty from the equipment manufacturer. The manufacturer's warranty period shall be concurrent with the Contractor's as stipulated in the specifications for each piece of equipment.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01630

SUBSTITUTIONS

PART 1 GENERAL

1.01 General

Requests for review of a substitution shall conform to the requirements of Article 6.05 of the General Conditions and shall contain complete data substantiating compliance of proposed substitution with Contract Documents.

1.02 Substitutions

- A. During a period of 60 days after execution of Contract, ENGINEER will consider written requests from CONTRACTOR for substitution of products or construction methods (if specified).
 - 1. After end of specified period, requests will be considered only in case of unavailability of products or other conditions beyond control of CONTRACTOR.
 - 2. If the CONTRACTOR proposes to use products other than named manufacturers in the technical Specification, the ENGINEER reserves the right to require the CONTRACTOR to submit information within the first 30 days after the NOTICE TO PROCEED verifying that the proposed equipment will comply with the Specifications.
- B. Requests for review of a substitution shall conform to the requirements of Article 6.05 of the General Conditions, and shall contain complete data substantiating compliance of proposed substitution with the Contract Documents.
- C. In making request for substitution, CONTRACTOR represents:
 - 1. CONTRACTOR has investigated proposed product or method, and determined that it is equal or superior in all respects to that specified.
 - 2. CONTRACTOR will provide the same or better warranties or bonds for proposed substitution as for product or method specified.
 - 3. CONTRACTOR waives all claims for additional costs or extension of time related to proposed substitution that subsequently may become apparent.
- D. Proposed substitutions will not be accepted if:
 - 1. They are only shown or implied on the Shop Drawings.
 - 2. Acceptance will require substantial revision of Contract Documents.
 - 3. They will change design concepts or Specifications.
 - 4. They will delay completion of the Work, or the work of other contractors.
- E. The ENGINEER will determine whether substitute brands or products are equal to those specified in the Contract Documents. No substitute will be ordered or installed without the ENGINEER'S prior written acceptance.
- F. The OWNER may require CONTRACTOR to furnish at CONTRACTOR'S expense a

special performance guarantee or other surety with respect to any substitute.

- G. If the ENGINEER determines that a proposed substitute is not equal to that specified or described in the Drawings or Specifications, CONTRACTOR shall furnish one of the brands or products specified or described, at no additional cost to the OWNER.
- H. Engineering Costs:
1. The ENGINEER will record all time required in evaluating substitutions proposed by CONTRACTOR and in making any change in the Drawings or Specifications occasioned thereby. Whether or not the ENGINEER accepts a proposed substitute CONTRACTOR will reimburse the OWNER for the actual cost of the ENGINEER for evaluating any proposed substitute which either does not meet the requirements of the Drawings and Specifications, or the acceptance of which would require changes to other portions of the Work.
 2. CONTRACTOR shall reimburse OWNER for all associated engineering costs, including redesign, additional shop drawing reviews, investigations, consultant fees and revision of the Contract Documents required because of the substitution.
- I. The time required by the ENGINEER to evaluate and either accept or reject proposed substitutes is included in the Contract Time and no extension of the Contract Time shall be allowed therefore.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01710

CLEANING

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Cleaning shall include daily "policing" of the work and surrounding areas to clear general debris waste paper, wood scraps, broken concrete, loose riprap, and other objectionable material along with the final cleanup of site(s) required for project acceptance. **DAILY CLEANUP IS REQUIRED.**

1.02 DISPOSAL REQUIREMENTS

Conduct cleaning and disposal operations to comply with codes, ordinances, regulations, and anti-pollution laws.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 DURING CONSTRUCTION

- A. Execute daily cleaning to keep the Work, the site and adjacent properties, free from accumulations of waste materials, rubbish and windblown debris, resulting from construction operations.
- B. Provide onsite containers for the collection of waste materials, debris and rubbish. All waste materials including containers, food debris and other miscellaneous materials must be disposed of daily in onsite containers.
- C. Remove waste materials, debris and rubbish from the site periodically and dispose of at legal disposal areas away from the site.

3.02 FINAL CLEANING

- A. Employ skilled workmen for final cleaning.
- B. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials from sight-exposed interior and exterior surfaces.
- C. Broom clean exterior paved surfaces; rake clean other surfaces of the grounds.
- D. Prior to final completion or Owner occupancy, Contractor shall conduct an inspection of sight-exposed interior and exterior surfaces and all work areas to verify that the entire Work is clean.

*** * END OF SECTION * ***

SECTION 01720

PROJECT RECORD DOCUMENTS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Maintain at the site for the Owner one record copy of:

- A. Conformed Drawings.
- B. Conformed Specifications.
- C. Change Orders and other Modifications to the Contract.
- D. Engineer's Field Orders or written instructions.
- E. Approved Shop Drawings, Working Drawings and Samples.
- F. Field Test records.
- G. Construction photographs.
- H. Latest, Approved Progress Schedule.

1.02 MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. Store documents and samples in a manner and location to prevent damage.
 - 1. Provide files and racks for storage of documents.
 - 2. Provide secure storage space for storage of samples.
- B. File documents and samples in accordance with CSI section numbers.
- C. Maintain documents in a clean, dry, legible, condition and in good order. Do not use record documents for construction purposes.
- D. Make documents and samples available at all times for inspection by the Owner.
- E. As a prerequisite for monthly progress payments, the Contractor is to exhibit the currently updated "record documents" for review by the Owner.

1.03 MARKING DEVICES

Provide felt tip marking pens for recording information in the color code designated by the Owner.

1.04 RECORDING

- A. Label each document "PROJECT RECORD" with rubber stamp.
- B. Record information concurrently with construction progress and do not conceal any work until required information is recorded.
- C. Legibly mark drawings to record actual construction:
 - 1. The Contractor shall use the following color code in marking Contract Drawings:
 - a. Yellow for no change.
 - b. Red to indicate additions, deletions and changes.
 - 2. Elevations of various structure elements in relation to elevation datum.
 - a. Elevations referenced to control points established by the Owner's agent.
 - b. Specifically, elevations of drainage culvert inverts, ditch grades, top of roadway and driveway curbs, bridges, etc.
 - 3. Location of internal utilities and appurtenances concealed in the construction by referencing to visible and accessible features of the structure.
 - 4. Field changes of dimension and detail.
 - 5. Changes made by Field Order or by Change Order.
 - 6. Details not on original contract drawings.
- D. Specifications and Addenda; Legibly mark each Section to record:
 - 1. Manufacturer, trade name, catalog number, and Supplier of each Product and item of equipment actually installed.
 - 2. Changes made by Field Order or by Change Order.
- E. Shop Drawings (after final review):

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- F. Certified site survey and line elevations and stationing at 100 foot increments and all points of change of direction of channel improvements (Section 01050) by a registered land surveyor.

1.05 SUBMITTAL

- A. At Contract close-out, deliver Record Documents to the Owner.
- B. Accompany submittal with transmittal letter in duplicate, containing:
1. Date.
 2. Project title and number.
 3. Contractor's name and address.
 4. Title and number of each Record Document.
 5. Signature of Contractor or his authorized representative.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION(NOT USED)

*** * END OF SECTION * ***

SECTION 01740

WARRANTIES AND BONDS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Compile specified warranties and bonds, as in Articles 5 and 13 of the General Conditions.
- B. Co-execute submittals when so specified.
- C. Review submittals to verify compliance with Contract Documents.
- D. Submit to the Owner for review.

1.02 SUBMITTAL REQUIREMENTS

- A. Assemble and include warranties, bonds and service and maintenance contracts, executed by each of the respective manufacturers, couplers, and subcontractors including effective dates.
- B. Number of original signed copies required. Two (2) each.
- C. Table of Contents. Neatly typed in orderly sequence. Provide complete information for each item.
 - 1. Product or work item.
 - 2. Firm, with name of principal, address and telephone number.
 - 3. Scope.
 - 4. Date of beginning warranty, and bond.
 - 5. Duration of warranty.
 - 6. Provide information for Owner's personnel:
 - a. Proper procedure in case of failure.
 - b. Instances which might affect the validity of warranty or bond.
 - 7. Contractor, name of responsible principal, address and telephone number.

1.04 FORM OF SUBMITTALS

- A. Prepare in duplicate packets.
- B. Format:
 - 1. Size 8-1/2-inches x 11-inches, punch sheets for standard 3-post binder.
 - 2. Cover: Identify each packet with typed or printed title "WARRANTIES AND BONDS." List:
 - a. Title of Project.
 - b. Name of Contractor.
- C. Binders: Commercial quality, three-post binder, with durable and cleanable plastic covers and maximum post width of 2-inches, "D" ring.

1.05 WARRANTY SUBMITTAL REQUIREMENTS

- A. For all components of the work, unless stated otherwise in the specifications for each individual item of equipment, submit a written warranty from the manufacturer to replace promptly any component thereof which, in the sole opinion of the Engineer, has defects in design, workmanship, materials, or performance within a one (1) year period following the date of acceptance for operation (Substantial Completion) by the Owner. The manufacturer's warranty period shall be concurrent with the Contractor's for one (1) year, unless otherwise specified, commencing at the time of acceptance for operation (beneficial use) by the Owner and shall be read in conjunction with the Contractor's warranty which shall operate together to provide for replacement of defective components and restoration of proper operation. The Contractor shall be solely responsible for both warranties.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

LIST OF ELECTRICAL SPECIFICATIONS
N-S PROJECT NO. 8667

Division 16 — Electrical

16010	General Requirements	16010-1
16020	Codes and Standards	16020-1
16030	Electrical Systems Schedule	16030-1
16040	Basic Materials and Methods	16040-1
16050	Utility Service	16050-1
16111	Conduit and Fittings	16111-1
16120	Wire and Cable	16120-1
16130	Boxes	16130-1
16140	Wiring Devices	16140-1
16160	Cabinets and Enclosures	16160-1
16170	Grounding and Bonding Systems	16170-1
16180	Equipment Wiring Systems	16180-1
16190	Supporting Devices	16190-1
16195	Electrical Identification	16195-1
16402	Underground Electrical Service	16402-1
16461	Dry Type Transformers	16461-1
16470	Lighting and Power Panel Boards	16470-1
16501	Lamps	16501-1
16510	Interior and Exterior Lighting System	16510-1
16520	Field Lighting System	16520-1

SECTION 16010

GENERAL REQUIREMENTS

PART 1 – GENERAL

1.01 Governing Clause

The phrase "CONTRACTOR shall furnish and install" unless specified or indicated otherwise, shall be omitted for the sake of brevity in these specifications. However, these phrases are implied. Any mention of material and/or operations in the specifications or drawings will require CONTRACTOR to furnish and install such materials and perform each and every operation required for a complete and operable system and to the complete satisfaction of the ENGINEER. The drawings are diagrammatic and may not necessarily show each and every wire, conduit, conduit routing, junction electrical box and/or final connection required for all pieces of equipment. However, the intent of this paragraph is to require that the CONTRACTOR furnish labor and materials to make all required final electrical power connections whether or not shown to all equipment shown on the drawings issued as bidding documents for this project.

1.02 General Conditions

- A. General Conditions, Supplementary General Conditions, Information to Bidders, General Requirements, Special Conditions, Addenda, Wage Rates, and other pertinent documents issued under these specifications and shall be complied with in every respect as though fully written herein.
- B. Notwithstanding Any Reference in the Specifications to Any Article, Device, Product, material, fixture, form or type of construction by name, make or catalog number, such reference shall be interpreted as establishing a standard of quality and performance and shall not be construed as limiting competition; and in such cases, may at his option use any article, device, product, material, fixture, form or type of construction which in the final judgment of the ENGINEER expressed in writing, is an approved equal to that specified.

1.03 Record Drawings and Operating and Maintenance Manuals

Furnish to the ENGINEER at job acceptance and completion, the following in compliance with Section 01720:

- A. Record Drawings: One set of blue line prints marked in black, showing an accurate location of all variations of the work actually installed related to the original drawings. The drawings shall include all approved and installed Change Orders, field condition changes, and other variations from the original plans and specifications.
- B. Operation and Maintenance Manuals: Furnish three copies of an operation and maintenance manual for each electrical system and for each piece of equipment. Three copies of the complete manuals bound in a 3-inch, 3-ring black binder with color coded tabs as directed by the ENGINEER labeling all shop drawings, approved manufacturers brochures, control diagrams, maintenance instructions and other data required by the contract documents reflecting the record fabrication and installation of all systems or equipment installed. One

manual shall be furnished prior to the time that the system or equipment tests are performed. The remaining two manuals shall be furnished to the ENGINEER before the contract is closed out.

- C. The following identification shall be inscribed in minimum : "-high alphabet type letters on the outside front corner: The words "OPERATING AND MAINTENANCE MANUAL", the name and location of the project and the contract number. The manual shall include the names, addresses, and telephone number of each subcontractor. Installing equipment and systems, the local manufacturer=s representative for each item of equipment and each system. This information shall be contained on the first page of the binder. Lettering shall be permanent signage and not stick-on type.
- D. The manual shall have a typewritten table of contents with the tab sheets placed before instructions covering the subject. The instruction sheets shall be legible with large sheets of drawings folded in. The manual shall include a system layout showing circuits, devices, and controls; control diagrams with explanation of operation and control of each component; start-up control sequence, and operation; a detailed description of the function of each principal component of the system; the procedure for starting; the procedure for operating; shut-down instructions; installation instructions, maintenance and overhaul instructions; lubrication schedule including type, grade, illustrations; test procedures; performance data; and parts list. The parts list for equipment shall indicate the sources of supply, recommended spare parts, and the service organization which is reasonably convenient to the site. The manual shall be complete in all respects for all equipment, controls, and accessories provided.

1.04 Tests and Inspections

The complete job shall be, during actual construction, and for the warranty provision period, subject to the supervision of the ENGINEER and will have the following tests and inspections conducted without any additional cost to the contract.

- A. By ENGINEER'S inspections and tests conducted by him or for him in his presence. Upon written notice, CONTRACTOR shall furnish not to exceed two men, one to include the job foreman and tools to assist and be directed by the ENGINEER for a reasonable amount of time to make such tests and inspections as are requested by the ENGINEER pertaining to the safety and operation of any device or system installed.
- B. By complete insulation break-down tests with a megger of each and every branch circuit, and service entrance. All 600 volt conductors shall meet a minimum of resistance of 1,000,000 OHMS. Tests shall be performed prior to any connections to overcurrent devices, devices or equipment. All readings shall be made in the ENGINEER'S presence or his authorized representative and a type-written report of same submitted to him before the job is subject to his approval. The manufacturer, cat. no. and type or megger shall be noted on the report.
- C. By any federal, state or local authority having jurisdiction of the project.
- D. By the Mississippi State Rating Bureau. After inspection by this agency, corrections of any deficiencies shall be made which were found adversely affecting the insurance to be carried by the OWNER. Acceptance of the Rating Bureau's report or subsequent reports lie with the ENGINEER or OWNER. Electrical contractor/subcontractor shall pay all cost for this work.

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- E. Properly phase out the entire electrical system to balance all loads as close as possible.
 - F. Certified Test Reports: Before any equipment or materials are delivered to the project site, certified copies of all test reports specified in the individual sections of this specification shall be submitted to the ENGINEER for his approval.

1.05 Guarantee

- A. Guarantee to the OWNER all work performed and all equipment installed under this contract shall be free from defects in workmanship and materials for a period of one year unless noted otherwise from date of final written acceptance by the ENGINEER and the OWNER.
- B. Defects shall be corrected arising during this one year period at the CONTRACTOR'S own expense, upon written notice of the OWNER or his authorized representative.

1.06 General Information

- A. Plans are diagrammatic. Judgment and care shall be exercised to install all electrical work in a practical manner which shall function properly and fit the construction and finishes. Electrical devices not shown or specified which shall be required or any device or system to produce a complete and operative system shall be brought to the ENGINEER'S attention at least five days prior to the bid date in order for such devices to be noted or clarified in an addendum, otherwise furnished at his own expense.
- B. Cooperate with others in laying out work so that the electrical phase of the work will properly fit the construction and finishes. Space requirements, etc. other than that shown on the plans required to facilitate the electrical construction, shall be brought to the ENGINEER'S attention prior to commencing any work so that proper action may be taken to remedy this.
- C. Exact location of equipment shall be determined on the job. Do not scale electrical drawings for exact location of any equipment. All mounting heights shall be verified prior to rough-in.
- D. ENGINEER reserves the right to change the location of any equipment improperly installed and to change the exact location of any equipment connection location up to twenty feet prior to rough-in with no additional cost to the contract.
- E. Circuit grouping, conduit or cable runs are indicated diagrammatically with number of conductors shown in each raceway to clarify the operation and function of various systems. Provide the proper number of conductors and conduits or cables to produce an operative system as specified herein. Where conductors not shown, consult manufacturer's recommendations.
- F. Branch circuit shall be indicated as 2 or 3 wire circuits unless otherwise noted. No two ungrounded conductors will be connected to the same ungrounded main in any panel. There shall be no splicing of branch circuit conductors in any panel, safety switch or non-automatic circuit breaker in separate enclosures.
- G. All materials shall be new (unless otherwise noted on the drawings or specified herein) and of approved equal or superior quality to those specified. All equipment or materials shall

conform to the latest requirements of Underwriter's Laboratories, National Electrical Code, National, State or local agency having jurisdiction, American National Standards Institute (ANSI), National Electrical Safety Code and National Fire Protection (NFPA) Codes.

- H. All conductors shall be color coded as specified herein. All conductors not complying with the specified color code shall be removed and replaced solely at the electrical subcontractor's expense.
- I. All materials, devices, equipment, etc. shall be installed, tested and connected in strict compliance with manufacturer's recommendations.
- J. Install all materials, equipment, devices, etc. in a neat and workmanlike manner. Use only experienced labor or employ appropriate subcontractor to do all cutting and patching necessary for the installation of his materials.
- K. Protect from damage all apparatus and equipment furnished on this project. Equipment and materials shall be properly stored and adequately protected and carefully handled to prevent damage before and during installation. Equipment and materials shall be handled, stored and protected in accordance with the manufacturer's recommendations and as approved by the ENGINEER. Electrical conduit shall be stored to provide protection from the weather and accidental damage. Plastic conduit shall be stored on even supports and in locations not subject to direct sun rays or excessive heat. Cables shall be sealed, stored and handled carefully to avoid damage to the outer covering or insulation and damage from moisture and weather. Any piece of equipment or material marred or damaged shall be repaired, repainted and/or replaced to the complete satisfaction of the ENGINEER.
- L. Any piece of equipment, switch, device, etc. shown mounted on and/or adjacent to any installed equipment which, if installed, may impair the proper operation of that equipment, shall be removed by the electrical contractor/subcontractor as required in order that installed equipment shall function properly. ENGINEER shall be notified immediately if any such condition exists.

1.07 Removal of Salvage Material and Debris

It shall be the responsibility of the CONTRACTOR to have all trash, salvage material, etc. related to the electrical work completely removed from the project site at all times during construction.

1.08 Trenching and Backfilling

- A. All trenching shall be done by mechanical means and all sides straight and vertical. Width of trenches shall not exceed eight inches on either side of placed equipment.
- B. All backfill shall be made with red sand (unless otherwise specified) and packed by mechanical means every six inches and left with a six-inch layer above finish grade to allow settling unless asphalt or concrete topping is to be provided.
- C. Where required by safety or recommended standards and where any excavated trench or hole is more than five feet deep, install shoring on all sides to protect against sides caving in. Shoring method and material shall be the CONTRACTOR's responsibility.

1.09 Cutting, Patching, Finishing and Painting

- A. The CONTRACTOR shall be responsible for all cutting required to install his work. All existing walls shall be carefully trenched, cut, etc. to depths required to completely recess conduit and boxes. Where masonry walls are encountered, blocks and/or brick shall be carefully saw cut to exact box dimensions and conduit shall be routed in cavities, air spaces, etc.
- B. It shall be the responsibility of the CONTRACTOR to have all patching, finishing, painting, etc. done by qualified personnel related to his work.
- C. It shall be the responsibility of the CONTRACTOR to have all exposed conduit, piping and wireways painted where exposed in any space or location.

1.10 Corrosion Protection

It is the intent of these specifications to have all joints, connections, etc. exposed to climatic conditions to be completely watertight using the following:

- A. Nylon gland rings on all Liquid-tite conduit connectors.
- B. Nylon gland rings on all locknuts installed in boxes subject to moisture.
- C. Insulated throat connectors on all compression connectors.
- D. Corrosion inhibitors shall be placed in all environmental, control panels, exposed to damp or wet locations. Inhibitors shall be an approved equal to "Hoffman" A-HCI-1, A-HCI-5 and A-CI-40 and shall be sized in accordance with volume content of the device to be protected.
- E. Where equipment is exposed to severe conditions such as salts, acids, alkalies, sewer gases, etc., all equipment shall be sprayed inside and out with two coats of General Electrical "Glyptal No. 1201-A) or an approved equal.

1.11 Project Site Inspection

It shall be the responsibility of the CONTRACTOR to visit the proposed sites and make his own observation of the work to be done under the plans and specifications and same shall be contained in his bid proposal. Failure to do so will not relieve him of any responsibility and will not be justification for requesting additional money from the OWNER.

1.12 Coordination of Existing Utilities

It shall be the responsibility of the CONTRACTOR to coordinate all existing utilities location both overhead and underground and verify their locations with the various utilities prior to commencing any work. CONTRACTOR shall call Mississippi One Call 811 and obtain a utility location request number and refer to this number each time a utility company is notified of diggings or trenching near their utilities. Failure to do this shall not relieve him of any responsibility and will not be justification for requesting additional money from the OWNER due to damage of any of these utility lines.

1.13 Construction Tools, Utilities and Buildings

The CONTRACTOR shall furnish all tools, utilities, job office and storage buildings required for his use and to protect all electrical equipment as directed by the ENGINEER.

1.14 Payment Items

Progress payments shall be made to the CONTRACTOR based on the percentage of work performed on various payment items. The electrical payment items shall be included with the preliminary schedule of values and payment requests submitted by the CONTRACTOR.

1.15 Manufacturer's Recommendations

Where installation procedures are specified to be in accordance with the recommendations of the manufacturer of the material or equipment being installed, printed copies of these recommendations shall be furnished to the ENGINEER by the CONTRACTOR prior to installation. Installation of the item will not be allowed to proceed until the recommendations are received. Failure to furnish these recommendations can be cause for rejection of the material.

1.16 Submittals

Specific items requiring submittals shall be as specified herein. Shop drawings shall be submitted and approved before procurement, fabrication or delivery of such items to the project site. Partial submittals are not acceptable; such submittals will be returned without review.

- A. **Manufacturer's Data:** Submittals for each manufactured item shall be manufacturer's descriptive literature, equipment drawings, diagrams, performance and characteristic curves and catalog cuts. Each submittal shall include the manufacturer's name, trade name, catalog model or number, nameplate data, size, layout dimensions, capacity, specification reference, applicable federal, military and industry specification references and all other information necessary to establish contract compliance.
- B. **Shop drawings** shall show types, sizes, accessories, elevations, plans, sectional view, installation details, elementary diagrams and wiring diagrams. Wiring diagrams shall identify circuit terminals and shall indicate the internal wiring for each item of equipment and the interconnection between the items. Drawings shall also indicate adequate clearance for operation, maintenance and replacement of operating equipment devices. If any equipment is disapproved, the drawings shall be revised to show acceptable equipment and be resubmitted.
- C. **Standards Compliance:** When materials or equipment must conform to the standards of organizations such as the American National Standards Institute (ANSI), American Society for Testing and Materials (ASTM), National Electrical Manufacturer's Association (NEMA) and Underwriters' Laboratories (UL), proof of such conformance shall be submitted to the ENGINEER for approval. If any organization uses a label or listing to indicate compliance with a particular standard, the label or listing will be acceptable evidence, unless otherwise specified in the individual sections. In lieu of the label or listing, the CONTRACTOR shall submit a certificate from an independent testing organization, which is competent to perform acceptable tests and is approved by the ENGINEER. The certificate shall state that the item has been tested in accordance with the specified organization's test methods and that the item conforms to the specified organization's standard. For materials and equipment whose

compliance with organizational standards or specifications is not regulated by an organization using its own listing or label as proof of compliance, a certificate of compliance from the manufacturer shall be submitted for approval. The certificate shall identify the manufacturer, the product and the referenced standard and shall simply state that the manufacturer certifies that the product conforms to all requirements of the project specification and of the referenced standards listed.

PART 2 – PRODUCTS

2.01 Materials and Equipment

All materials, equipment and devices shall, as a minimum standard, meet the requirements of UL where UL standards are established for those items and the requirements of NFPA 70. All items shall be new unless specified or indicated otherwise.

2.02 Nameplates

Fed. Spec. L-P-387. Provide laminated plastic nameplates for each panel, transformer, relay, contactor, starter, safety switch and device. Each nameplate inscription shall identify the equipment and serving panel, and when applicable, the location. Nameplates shall be melamine plastic, 0.125-inch thick, white with black center core. Surface shall be matte finish. Corners shall be square. Accurately align lettering and engrave into the black core. Minimum size of nameplates shall be as follows:

- A. Style No. 1: 1.0 inch by 2.5 inches for panelboard and terminal cabinet enclosures.
- B. Style No. 2: 0.5 inch by 1.5 inches for safety switches, enclosed individually mounted circuit breakers, small junction/terminal boxes, etc.

2.03 Warning Signs

ANSI Z35.1. Provide warning signs for the electric panel boards. Provide signs with the legend "DANGER HIGH VOLTAGE KEEP OUT" printed in three lines of nominal 3-inch high letters.

PART 3 – EXECUTION

3.01 Nameplate Mounting

Provide number, location and letter designation of nameplates. Fasten nameplates to the device or enclosure with a minimum of two oval head stainless steel screws.

3.02 Painting of Equipment

- A. Factory Applied: Electrical equipment shall have factory-applied painting systems which shall, as a minimum, meet the requirements of NEMA ICS 6 corrosion-resistance test.
- B. Field Applied: Paint electrical equipment as required to match finish or to meet safety criteria. Painting shall be a minimum of three coats consisting of primer and two finish coats.

Touch-up paint of all equipment shall be required where equipment has become damaged as a result of handling, rusting, etc. Paint shall be applied in even three coats, consisting of prime coat and two finish coats. See plans for special PVC applications.

****END OF SECTION****

SECTION 16020

CODES AND STANDARDS

PART 1 – GENERAL

1.01 Description

The following codes and standards shall be complied with as though fully written herein in these specifications and shall be applicable to CONTRACTOR, supplier and manufacturer. Dates and amendments shall be the latest edition thereof in force at time of project bid date. Bidders shall be responsible for obtaining their own copies of these codes and standards and pay all cost thereof. Bidders may request addresses of codes and standards issuing agency from ENGINEER in writing in sufficient time to obtain required copies from issuing standards institute.

- A. National Fire Protection Association (NFPA)
 - NFPA 70 National Electrical Code (N.E.C.)
 - NFPA 78 Lightning Protection Code
 - NFPA 77 Recommended Practice on Static Electricity
- B. American National Standards Institute (ANSI)
 - ANSI B16.11 Forged Steel Fittings, Socket Welding and Threaded
 - ANSI C57.12.01 General Requirements for Dry-Type Distribution and Power Transformers
 - ANSI C57.12.91 Test Code for Dry-Type Distribution and Power Transformers
 - ANSI Z35.1 Accident Prevention Signs
 - C80.1 Specification for Rigid Steel Conduit, Zinc-Coated
- C. Occupational Safety and Health Act (OSHA) Requirements
- D. Underwriters Laboratories (UL)
 - UL 6 Rigid Metallic Conduit
 - UL 50 Cabinets and Boxes
 - UL 360 Liquid-Tite Flexible Steel Conduit
 - UL 467 Grounding and Bonding Equipment
 - UL 486A Wire Connectors and Soldering Lugs for Use with Copper Conductors
 - UL 468C Splicing Wire Connectors
 - UL 489 Molded Case Circuit Breakers
 - UL 508 Enclosures
 - UL 510 Insulating Tape
 - UL 514A Outlet Boxes and Fittings
 - UL 651 Schedule 40 and 80 Rigid PVC Conduit
 - UL 854 Service-Entrance Cables
 - UL 869 Service Equipment
 - UL 943 Ground-Fault Circuit Interrupters
 - UL 1059 Terminal Blocks
 - UL 1449 Transient Voltage Surge Suppressors
 - UL 1561 Dry-Type General Purpose and Power Transformers

	UL 1581	Reference Standard for Electrical Wires, Cables and Flexible Cords
E.	National Electrical Manufacturer's Association (NEMA)	
	WC3	Rubber-Insulated Wire and Cable for the Transmission and Distribution of Electrical Energy
	TC3	PVC Fittings for Use with Rigid PVC Conduit and Tubing
	RN1	PVC Externally Coated Rigid Galvanized Steel Conduit and Electrical Metallic Tubing
	ICS1	General Standards for Industrial Control and Systems
	ICS2	Standards for Industrial Control Devices, Controllers and Assemblies
	ICS6	Terminal Blocks for Industrial Control Equipment and Systems
	TC2	Electrical Plastic Tubing (EPT) and Conduit EPC-40 and EPC-80
	TR1	Transformers, Regulators and Reactors
	WD1	General Purpose Wiring Devices
	LA1	Surge Arrestors
F.	Institute of Electrical and Electronic Engineers (IEEE): Standard Dictionary of Electrical and Electronics Terms	
G.	American Society for Testing and Materials (ASTM)	
	A53	Pipe, Steel, Black and Hot-Dipped Zinc-Coated
	A123	Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products
	A153	Zinc Coating (Hot-Dip) on Iron and Steel Hardware
	B8	Concentric-Lay-Stranded Copper Conductors, Hard, Medium-Hard or Soft
	A525	General Requirements for Steel Sheet, Zinc-Coated (Galvanized) by the Hot-Dip Process
	A780	Repair of Damaged Hot-Dip Galvanized Coatings

PART 2 – PRODUCT NOT USED

PART 3 – EXECUTION NOT USED

****END OF SECTION****

SECTION 16030

ELECTRICAL SYSTEMS SCHEDULE

PART 1 – GENERAL

1.01 DESCRIPTION

- A. CONTRACTOR to furnish all materials and labor and perform all operations, including, but not limited to, coordination with general construction shop and field drawings, manufacturer's recommendations and installation instructions, to produce a complete and operative system. It is specifically noted that the plans are diagrammatic and the specifications are descriptive and do not show every piece of equipment, conduit, wiring boxes, etc.; however, where any mention of a system or system operation is indicated in the contract documents, CONTRACTOR shall provide material and labor for that system to be fully operational to the satisfaction of the ENGINEER and OWNER.
- B. The following operative systems shall be applicable to this project.
1. Secondary underground 277/480-volt three-phase service and distribution system complete with conductors, termination lugs, trenching and backfill, and testing.
 2. Site power system (600-volt and below) complete with final electrical connections to all panels, auxiliary equipment controls, distribution equipment, transformers, lights, etc.
 3. Lighting systems complete with fixtures, accessories, mounting hardware, lamps, poles, etc.
 4. Grounding protection system complete with wiring, connectors, ground rods, exothermic connections, compression connectors and certification from supplier.

PART 2 – PRODUCTS NOT USED

PART 3 – EXECUTION NOT USED

****END OF SECTION****

SECTION 16040

BASIC MATERIALS AND METHODS

PART 1 – GENERAL

1.01 Description

- A. Equipment and materials specified by manufacturer's name and catalog number or an approved equal by the ENGINEER unless otherwise specifically stated herein.
- B. CONTRACTOR shall submit to the ENGINEER in triplicate, typewritten copies of all electrical materials and equipment proposed for use on the project within ten (10) days after award of contract. If this list is not received prior to fifteen (15) days after award of contract, CONTRACTOR is required to furnish specified items by manufacturer and catalog number.
- C. Verbal or written requests by sales agents, manufacturer's agents, CONTRACTOR'S or subcontractors for substitutions of specified equipment by manufacturer and catalog number prior to opening of bids will not be considered or approved. In no case will prior approval be given verbally or in writing of any equipment whether specified by manufacturer and catalog or not prior to opening of bids.
- D. CONTRACTOR shall not place any orders or release shipment of any piece of equipment or materials until all formal submittals have been approved by ENGINEER including any supplemental submittal requirements requested by the ENGINEER.
- E. Samples of any equipment or materials may be required at the ENGINEER's request. This shall apply to specified items and substituted items. Samples shall be made available to the ENGINEER at his designated location. Special equipment such as motor control centers, generators, automatic transfer switch, radio equipment, fire alarm or intrusion alarm systems would be required to be set up and inspections made available at the manufacturer's plant locations. All expenses for travel, per diem, etc. will be paid for by the CONTRACTOR. This expense may include an OWNER'S representative.
- F. The ENGINEER's opinion shall be final and binding on the approved equal status for equality of any substituted item from that listed by manufacturer and/or manufacturer catalog number.
- G. Submittals for approval by ENGINEER shall include shop drawings, manufacturer's brochures and data sheets, samples where required such as paint, waterproofing, marking tape, wiring and cable; test reports, testing procedures, finishes, etc. Refer to Section 01340.
- H. Submittals shall be required, but not limited to, the following:
 - 1. Transformers
 - 2. Wire and cable
 - 3. Conduit and fittings
 - 4. Boxes, covers and plates
 - 5. Branch circuit compression connectors
 - 6. Marking and identification devices

-
7. Grounding system
 8. Paint
 9. Lighting fixtures
 10. Panelboards
 11. Metering Equipment
 12. Miscellaneous as shown on drawings
 13. Lamps
 14. Poles

PART 2 – PRODUCTS NOT USED

PART 3 – EXECUTION NOT USED

****END OF SECTION****

SECTION 16050
UTILITY SERVICE

PART 1 – GENERAL

1.01 Description

- A. Scope: Furnish all labor materials, equipment and incidentals required to provide electric utility service for the project from the serving utility. The services consist of one 4-wire services, 277/480-volt 3-Phase Services. In general, the following work shall be performed by the Contractor.
 - 1. Ball field complex secondary wiring from pad-mounted transformer service to all panels and devices. All lighting and miscellaneous components.
- B. Coordination: Contractor shall make all arrangements with regard to the service connections required. It shall be the responsibility of the Contractor to fully coordinate with the serving utility requirements.
- C. Work performed by others: The following work will be performed by the serving utility:
Supply of distribution transformer and primary lines.

1.02 Quality Assurance

Work in connection with electric utility shall be done in strict conformance with the requirements of the serving utility.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

****END OF SECTION****

SECTION 16111
CONDUIT AND FITTINGS

PART 1 – GENERAL

1.01 Description

- A. Metal conduit.
- B. Flexible metal conduit.
- C. Liquid-Tite flexible metal conduit.
- D. Non-metal conduit.
- E. PVC-coated metal conduit.
- F. Fittings and conduit bodies.

1.02 Related Sections

- A. Section 16130, Boxes.
- B. Section 16170, Grounding and Bonding.
- C. Section 16190, Supporting Devices.
- D. Section 16195, Electrical Identification.

1.03 References

- A. ANSI C80.1 – Rigid Steel Conduit, Zinc Coated
- B. ANSI/NEMA PB 1 – Fittings, Cast Metal Boxes and Conduit Bodies for Conduit and Cable Assemblies.
- C. ANSI/NFPA 70 – National Electrical Code.
- D. NECA "Standard of Installation".
- E. NEMA RN 1 – Polyvinyl Chloride (PVC) Externally Coated Galvanized Rigid Steel Conduit and Intermediate Metal Conduit.
- F. NEMA TC 2 – Electrical Plastic Tubing (EPT) and Conduit (EPC-40 and EPC-80)
- G. NEMA TC 3 – PVC Fittings for Use with Rigid PVC Conduit and Tubing.

1.04 Design Requirements

Conduit Size: ANSI/NFPA 70 (unless noted otherwise on the drawings and contained herein).

1.05 Submittals

- A. Submit under provisions of Section 16010 and Section 01340, Shop Drawings, Project Data and Samples.
- B. Product Data: Provide for metallic conduit, Liquid-tite flexible metal conduit, non-metallic conduit, conduit bodies and fittings.

1.06 Project Record Documents

- A. Submit under provisions of Section 16010.
- B. Accurately record actual routing of all underground conduits and mark on record drawings.

1.07 Field Samples

- A. Provide under provisions of Section 16040.
- B. Provide field sample of PVC-coated steel conduit, one each at two feet long.
- C. Provide field sample of connectors and fittings.

1.08 Delivery, Storage and Handling

- A. Deliver, store, protect and handle products to site.
- B. Accept conduit on site. CONTRACTOR shall, prior to acceptance, inspect for damage.
- C. Protect conduit from corrosion and entrance of debris by storing above grade. Provide appropriate covering.
- D. Protect PVC conduit from sunlight.

1.09 Project Conditions

- A. Verify all field measurements as required or shown on drawings.
- B. Verify routing and termination locations of conduit prior to rough-in.
- C. Conduit routing is shown on drawings in approximate locations unless dimensioned. Route as required parallel and perpendicular to structures.

PART 2 – PRODUCTS

2.01 Conduit Requirements

- A. All wiring shall be installed in conduit, including power and low voltage unless otherwise noted on drawings as Direct Burial.
- B. Minimum size conduit shall be as follows: 2-inch for power and branch circuit wiring, unless noted otherwise on the drawings.
- C. Conduit shall be installed in accordance with the following schedule:
 - 1. In all poured construction concrete, **thick** wall galvanized rigid steel conduit (GRC) or Schedule 80 PVC.
 - 2. In exposed locations outdoors: Galvanized thick wall rigid steel (GRC).
 - 3. Underground installations: Schedule 40 PVC.

2.02 Fittings

- A. Where conduits, 2-inch through 1-inch conduits, enter junction boxes, pullboxes, panels, cabinets, gutters, etc. use insulated throat connectors, Raco Cat. #1003 and 1004, Locknuts #1133 and 1134, insulated throat bushing and #1222, 1223, and 1224, insulated throat ground bushings for rigid conduit, Raco Cat. #2912, 2913, 2914, for EMT. Raco Cat. #3302, 3303, 3304 for flexible metal conduit. Raco Cat. 3512, 3513 and 3514 for Liquid-Tite connectors. Conduits 1 3/4-inch and above entering junction boxes, pullboxes, panels, cabinets, gutters, etc. shall have insulated throat grounding bushings equal to Raco Cat. #1225, 1226, 1228, 1230, 1232, 1234 and 1236.
- B. Only threaded joint connectors and malleable iron no thread compression box connectors shall be used on rigid conduit. No fittings requiring set screws or indoor type applications, including BM connectors, will be allowed.

2.03 Conduit Straps and Hangers

Two-hole push-on stamped straps Raco Cat. #2232, 2233, 2234, 2235, 2236 and 2238 for rigid conduit. These anchors shall be used on surface areas such as concrete, masonry, wide flange beams, columns and wood. All screws shall be stainless steel.

2.04 Expansion and Seal off Fittings

Install seal-off fittings where required by code or shown on the drawings for the job. Fittings shall be Crouse-Hinds Type EYS for vertical runs, Type EZS for horizontal and vertical runs, or Type EYS elbow seals, or approved equal in Killark or Appleton. All seals shall be properly installed using a non-hardening sealing compound and shall be sealed as soon as cable is installed.

2.05 Rigid Metal Conduit

- A. Manufacturers:
 - 1. Allied

-
2. Wheatland
 3. Republic
 4. Approved equal

B. Rigid Galvanized Steel Conduit (GRC): ANSI C801. UL 6.

2.06 PVC-Coated Metal Conduit

- A. Manufacturers:
1. Robroy
 2. Approved equal.
- B. Description: NEMA RN1; rigid steel conduit with external and internal PVC coating, 20 mil, 0.05 mm thick.
- C. Fittings and Conduit Bodies: ANSI/NEMA FB1; steel fittings with external and internal PVC coating to match conduit.

2.07 Liquid-tight Flexible Metal Conduit

- A. Manufacturers:
1. Alflex
 2. Anamet
 3. AFC
 4. Approved equal
- B. Description: Interlocked aluminum construction with PVC jacket.
- C. Fittings: ANSI/NEMA FB1.

2.08 Non-metallic Conduit

- A. Manufacturers:
1. Carlon
 2. Approved equal
- B. Description: NEMA TC2; Schedule 40 PVC.
- C. Fittings and Conduit Bodies: NEMA TC3.

PART 3 – EXECUTION

3.01 Installation

- A. Install conduit in accordance with NECA "Standard of Installation".
- B. Install non-metallic conduit in accordance with manufacturer's instructions.

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- C. Arrange supports to prevent misalignment during wiring installation.
 - D. Support conduit using coated steel straps with stainless steel screws.
 - E. Fasten conduit supports to structures and surfaces under provisions of this section.
 - F. Do not support conduit with wire or perforated pipe straps in any type structure. Remove wire used for temporary supports.
 - G. Route all conduit, whether exposed or concealed, parallel and perpendicular to structures, etc.
 - H. Route conduit in and under slab or above ceiling from point-to-point.
 - I. Maintain 12-inch (300 mm) clearance between conduit and surfaces with temperatures exceeding 104E F. (40E C.).
 - J. Bring conduit to shoulder of fittings, fasten securely.
 - K. Join non-metallic conduit using cement as recommended by manufacturer. Wipe non-metallic conduit dry and clean before joining. Apply full even coat of cement to entire area inserted in fitting. Allow joint to cure for 20 minutes, minimum.
 - L. Use conduit hubs for sealing locknuts to fasten conduit to cast boxes. All conduit entering top or sides of all junction boxes, pullboxes, wiring gutters, etc., exposed to weather shall have myers hub connectors.
 - M. Install no more than equivalent of four 90-degree bends between boxes. Use conduit bodies to make sharp changes in direction, as around beams. Use factory elbows for bends in metal conduit larger than 2-inch (50 mm) size. All bends shall be long radius. All field bends on conduit shall be made in accordance with tables in Article 346, NFPA 70.
 - N. Avoid moisture traps; provide junction box with drain fitting at low points in conduit system.
 - O. Provide suitable fittings to accommodate expansion and deflection where conduit crosses control and expansion joints.
 - P. Provide suitable nylon pull string or No. 14 AWG steel wire in each conduit except sleeves and nipples.
 - Q. Use suitable caps to protect installed conduit against entrance of dirt and moisture.
 - R. Ground and bond conduit under provision of Section 16170.
 - S. Identify conduit under provisions of Section 16195.
 - T. All conduit male threads shall be coated with "General Electric" RTV silicone sealer where conduit is installed outdoors, in contact with concrete or earth.

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- U. All feeders shall be run in galvanized or sheradized thick wall rigid steel (GRC), or IMC.
 - V. All conduits shall be sized as noted on the drawings and contained therein. Where size is not shown, consult ENGINEER.
 - W. All upturned conduits shall be capped during construction rough-in to prevent moisture or debris from entering. Pull through each and every conduit a dry swab of sufficient size to remove any and all moisture. Seal all conduit terminations with GE Silicone or duct puddy prior to final acceptance of the project.
 - X. Maximum length of flexible liquid-tite conduit shall not exceed 5 feet.
 - Y. Assure ground continuity on all branch circuitry conduits with two locknuts, one inside and one outside of all boxes, cabinets and gutters for rigid conduit.
 - Z. Conduit Curb:
 - 1. In concrete slabs or floors, provide a 2-inch high curb extending 2-inches from the outer surface of the conduit penetrating the floor, to prevent corrosion.
 - 2. Terminate conduit stub-ups in couplings, slightly above the finished concrete curb.
 - 3. Paint the stub-up with Scotch-Clad Protective Coating #1706 or equal, a minimum of 6-inches above and below the finished surface of the concrete.

3.02 Conduit Supports

Support conduits as follows:

- A. Galvanized rigid thick wall conduit (GRC), IMC and EMT, within three (3) feet of all outlet boxes, junction boxes, cabinets, gutters or fittings. Horizontally anchored at 10'-0" maximum intervals. Other spacings are noted on the plans.
- B. Liquid-tite flexible conduit (Sealtite), within 12 inches of all outlet boxes, junction boxes, cabinets, gutters or fittings and bends or turns. Horizontally anchored at 2-foot intervals. Minimum size permitted is 3/4-inch.

****END OF SECTION****

SECTION 16120
WIRE AND CABLE

PART 1 – GENERAL

1.01 Description

- A. Building wire.
- B. Cable including instrumentation, control, etc.
- C. Wiring connections and terminations.

1.02 References

- A. NEMA WC 3 – Rubber-insulated wire and cable for the transmission and distribution of electrical energy.
- B. NEMA WC 5 – Thermoplastic-insulated wire and cable for the transmission and distribution of electrical energy.

1.03 Submittals

- A. Submit manufacturer's product data under the provisions of Section 16010, Shop Drawings Submittal.
- B. Submit manufacturer's instructions.

PART 2 – PRODUCTS

2.01 Conductors

- A. Thermoplastic insulated building wire: NEMA WC5.
- B. Rubber insulated wire: NEMA WC3.
- C. Feeders and branch circuits: copper, stranded conductor, 600 volt insulation THHN-THWN in conduit.
- D. Service entrance cable: copper, stranded conductor, 600 volt insulation, THHN-THWN in conduit.

PART 3 – EXECUTION

3.01 General Wiring Methods

- A. Use no wire smaller than #12 AWG for power circuits and no smaller than #14 AWG for control wiring.
- B. Place an equal number of conductors for each phase of a circuit in same raceway or cable.
- C. Splice only in junction or outlet boxes.
- D. Neatly train and lace wiring inside boxes, equipment and panelboards.

3.02 Wiring Installation in Raceways

- A. Pull all conductors into a raceway at the same time. Use UL listed wire pulling lubricate for pulling #4 AWG and larger wires.
- B. Completely and thoroughly swab raceway system before installing conductors.

3.03 Cable Installation

Provide protection for exposed cables where subject to damage.

3.04 Wiring Connections and Terminations

- A. Splice only in accessible junction boxes.
- B. Thoroughly clean wires before installing lugs and connectors.
- C. Make splices, taps and terminations to carry full ampacity of conductors without perceptible temperature rise.
- D. Terminate spare conductors with electrical tape and wire nut.
- E. Splices in all junction boxes shall be made by the compression method. Crimp connectors shall be "Buchanan" Cat. #2006S, #2008S or #2011S with #2007, #2014 or #3007B caps or approved equal.

3.05 Field Quality Control

- A. Field inspection and testing will be performed under provisions of Section 16010.
- B. Inspect wire and cable for physical damage and proper connection.
- C. Torque test conductor connections and terminations to manufacturer's recommended values.
- D. Perform continuity test on all power and equipment branch circuit conductors. Verify proper

phasing connections.

3.06 Wire and Cable Installation Schedule

- A. Exterior Locations: Conductors in raceways.
- B. Underground Locations: Conductors in raceways.
- C. Color Coding (Power System): The following conductor color coding shall be used:

480Y/277-Volt System

Phase A – Brown
Phase B – Orange
Phase C – Yellow
Neutral – Gray
Equipment Ground – Green

240/120-V, 3-Wire, Single-Phase System

One Hot Leg – Black
One Hot Leg – Red
Neutral – White
Equipment Ground Green

208Y/120-Volt System

Phase A – Black
Phase A – Switch Leg – Gray
Phase B – Red
Phase B – Switch Leg – Pink
Phase C – Blue
Phase C – Switch Leg – Purple
Travelers – Yellow
Neutral – White
Equipment Ground – Green

****END OF SECTION****

SECTION 16130

BOXES

PART 1 – GENERAL

1.01 Description

- A. Wall and ceiling outlet boxes.
- B. Pull and junction boxes.

1.02 Related Sections

- A. Section 16111, Conduit and Fittings.
- B. Section 16141, Wiring Devices.
- C. Section 16160, Cabinets and Enclosures.
- D. Section 16180, Equipment Wiring Systems.

1.03 References

- A. ANSI/NEMA FB 1 – Fittings and Supports for Conduit and Cable Assemblies.
- B. ANSI/NEMA OS 1 – Sheet-steel Outlet Boxes, Device Boxes, Covers, and Box Supports.
- C. ANSI/NEMA OS 2 – Nonmetallic Outlet Boxes, Device Boxes, Covers and Box Supports.
- D. ANSI/NFPA 70 – National Electrical Code.
- E. NEMA 250 – Enclosures for Electrical Equipment (1000 Volts Maximum).

1.04 Project Record Documents

- A. Submit under provisions of Section 01720.
- B. Accurately record actual locations and mounting heights of outlet, pull, and junction boxes.

1.05 Regulatory Requirements

- A. Conform to requirements of ANSI/NFPA 70.
- B. Furnish products listed and classified by Underwriters Laboratories, Inc. as suitable for purpose specified and shown.

1.06 Project Conditions

- A. Verify field measurements as shown on Drawings.
- B. Verify locations of boxes and outlets in plant laboratory, offices and work areas prior to rough-in.
- C. Electrical boxes are shown on Drawings in approximate locations unless dimensioned. Install at location required for box to serve intended purpose. Include installation within 20 feet of location shown.

PART 2 – PRODUCTS

2.01 Outlet Boxes

- A. Sheet Metal Outlet Boxes: ANSI/NEMA OS 1, galvanized steel.
 - 1. Luminaire and Equipment Supporting Boxes: Rated for weight of equipment supported; include 1/2-inch or 3/4-inch male fixture studs where required.
 - 2. Only 4-inch square boxes with raised gang covers will be allowed.
- B. Cast Boxes: NEMA FB 1, Type FD, aluminum. Provide gasketed cover by box manufacturer. Provide threaded hubs as required.

2.02 Pull and Junction Boxes

- A. Sheet Metal Boxes: NEMA OS 1, galvanized steel.
- B. Surface-Mounted Cast Metal Box: NEMA 250, Type 3R; flat-flanged, surface-mounted junction box.
 - 1. Material: Cast aluminum.
 - 2. Cover: Furnish with ground flange, neoprene gasket, and stainless steel cover screws.
- C. In-Ground or Concrete Cast Metal Box: NEMA 250, Type 6, inside flanged, recessed cover box for flush mounting.
 - 1. Material: Galvanized cast iron.
 - 2. Cover: Nonskid cover with neoprene gasket and stainless steel cover screws.
 - 3. Cover Legend: ELECTRIC, COMM.

PART 3 – EXECUTION

3.01 Installation

- A. Install electrical boxes as shown on Drawings, and as required for splices, taps, wire pulling, equipment connections and compliance with regulatory requirements.
- B. Install electrical boxes to maintain headroom and to present neat mechanical appearance.

-
- C. Install pull boxes and junction boxes above accessible ceilings and in unfinished areas only.
 - D. Inaccessible Ceiling Areas: Install outlet and junction boxes no more than 6 inches (150 mm) from ceiling access panel or from removable recessed luminaire.
 - E. Install boxes to preserve fire resistance rating of partitions and other elements.
 - F. Align adjacent wall-mounted outlet boxes for switches, thermostats, and similar devices with each other.
 - G. Use flush mounting outlet boxes in finished areas with raised gang covers.
 - H. Do not install flush mounting boxes back-to-back in walls; provide minimum 6 inch (150 mm) separation. Provide minimum 24 inches (600 mm) separation in acoustic rated walls.
 - I. Secure flush mounting box to interior wall and partition studs. Accurately position to allow for surface finish thickness.
 - J. Use stamped steel bridges to fasten flush mounting outlet box between studs. Span between studs.
 - K. Install flush mounting box without damaging wall insulation or reducing its effectiveness.
 - L. Use adjustable steel channel fasteners for hung ceiling outlet box.
 - M. Do not fasten boxes to ceiling support wires.
 - N. Support boxes independently of conduit, except cast box that is connected to two rigid metal conduits both supported within 12 inches of box.
 - O. Use gang box where more than one device is mounted together. Do not use sectional box.
 - P. Use gang box with plaster ring for single device outlets.
 - Q. Use cast outlet box in exterior locations exposed to the weather and wet locations.
 - R. Large Pull Boxes: Boxes larger than 100 cubic inches (1600 cubic centimeters) in volume or 12 inches (300 mm) in any dimension.
 - 1. Interior Dry Locations: Use hinged enclosure under provisions of Section 16160.
 - 2. Other Locations: Use surface-mounted cast metal box.

3.02 Interface with Other Products

- A. Coordinate installation of outlet box for mechanical equipment furnished under Division 15.
- B. Locate flush mounting box in masonry wall to require cutting of masonry unit corner only. Coordinate masonry cutting to achieve neat opening. Use raised gang square covers.

-
- C. Coordinate mounting heights and locations of outlets mounted above counters, benches and backsplashes.
 - D. Position outlet boxes to locate luminaires as shown on drawings.

3.03 Adjusting

- A. Adjust flush-mounting outlets to make front flush with finished wall material. Maximum tolerance is 1/8-inch recess in finished wall.
- B. Install knockout closure in unused box opening.

****END OF SECTION****

SECTION 16140
WIRING DEVICES

PART 1 – GENERAL

1.01 Description

Furnish and install wiring devices as shown or noted on plans, including all required mounting hardware, etc.

PART 2 – PRODUCTS

2.01 Safety Switches

- A. Type: Horsepower rated, heavy-duty, single throw, three pole with visible blade and safety handle. Fused and/or unfused as specified elsewhere and/or designated on the Drawings and/or as required by NEC. Sized as required by NEC and/or as shown on the Drawings.
- B. Each switch shall have indented plastic phenolic sign (minimum 1/8-inch lettering) identifying load served with voltage and horsepower attached to switch with stainless steel screws.
- C. Enclosure: Painted Steel NEMA 3R for outdoor locations.
- D. Manufacturers:
 - 1. Square D Co.
 - 2. General Electric Co.
 - 3. Westinghouse.
 - 4. Or equal.

2.02 Receptacle

- A. Indoor Locations:
 - 1. Duplex grounding receptacle, two pole, three wire, 125 volt AC, 20 ampere, stainless steel cover plates. Products and Manufacturers:
 - a. Cat. #5362-CR, by Arrow-Hart Inc.
 - b. Cat. #53CM62, by Harvey Hubbell Inc.
 - c. Or equal.
 - 2. Single grounding receptacle, corrosion resistant, two pole, three wire, 125 volt AC, 20 ampere, stainless steel cover plates. Products and Manufacturers:
 - a. Cat. #5361-CR, by Arrow-Hart Inc.
 - b. Cat. #53CM61, by Harvey Hubbell Inc.
 - c. Or equal.

-
- B. Ground Fault Receptacle Where Designated on the Drawings:
 - 1. Type: UL listed, 20 ampere, 125 volt AC, sensitivity of 5 mA, three wires, and weather-proof cover plates.
 - 2. Manufacturer:
 - a. Hubbell, No. 6F-5362-GY with a 5221 cover plate.
 - b. Or equal.
 - C. Weatherproof Receptacle Where Designated on the Drawings: Type UL listed duplex grounding receptacle, corrosion resistant, two pole, three wire, 20 ampere, 125 volt AC, weather-proof cover plates.

2.03 Switches

- A. Indoor Non-Hazardous Locations:
 - 1. Single pole AC toggle switch, quiet type, 120/277 volt AC, 20 ampere, Brown, specification grade with stainless steel cover, screws and grounding terminal. Products and Manufacturers:
 - a. Cat. #20AC1 by Pass & Seymour, Inc
 - b. Cat. #CS 120 by Hubbell.
 - c. Or equal.
 - 2. Toggle switches of the three-way type shall be quiet type, 120/277 volt AC, 20 ampere, specification grade with stainless steel cover, screws and grounding terminal. Products and Manufacturers:
 - a. Cat. #20AC3 by Pass & Seymour, Inc.
 - b. #CS 320 by Hubbell.
 - c. Or equal.
 - 3. Toggle switches of the four-way type shall be of the same grade and manufacture as the single pole and three-way type.
 - 4. Toggle switches of the two-pole, single throw type shall be of the same grade and manufacturer as above.
- B. Horsepower-Rated Switches:
 - 1. Type: Toggle operated, horsepower rated with thermal overload protection.
 - 2. Enclosure: NEMA 1 for dry, indoor locations and NEMA 4 for outdoor and damp or wet indoor locations.
 - 3. Products and Manufacturers: Provide one of the following:
 - a. Type 609T by Allen-Bradley.
 - b. Class 2510 by Square D Co.
 - c. Or equal.

2.04 Fuses

- A. Type: Dual-element, current-limiting, UL Class RK5, 600 volts, unless otherwise noted or specified.
- B. Interrupting Capacities (UL Listed): 200,000 RMS amperes.

-
- C. Coordination:
 - 1. Coordinated for installation in existing and new equipment.
 - 2. Properly coordinated for size, type and rating as required for equipment and circuits to be protected.
 - D. Repair Parts: One replacement fuse for each and every fuse installed under this Contract.
 - E. Manufacturers: Provide products from one of the following:
 - 1. Bussman Division, McGraw Edison Company.
 - 2. Gould Inc., Circuit Protection Division.
 - 3. Or equal.

2.05 Photo Cell

Precision P-2275, Photo Cell Relay, Precision MR Series, Photo Cell Base, Precision M-4.

PART 3 – EXECUTION

3.01 Mounting

- A. Safety switches shall be mounted on structural frame with minimum of four points of attachment using stainless or galvanized steel hardware.
- B. Install one spare set of fuses inside fused switch enclosure attached to side.
- C. In non-hazardous locations, install wiring devices in outlet or device boxes.
- D. Mount wall switches four feet, zero inches above finished floor unless otherwise noted.

****END OF SECTION****

SECTION 16160

CABINETS AND ENCLOSURES

PART 1 – GENERAL

1.01 Description

- A. Hinged cover enclosures
- B. Cabinets
- C. Mounting panel
- D. Terminal blocks and accessories

1.02 References

- A. NEMA 250 – Enclosures for electrical equipment (1,000 volts maximum).
- B. ANSI/NEMA ICS 1 – Industrial control and systems.
- C. ANSI/NEMA ICS 4 – Terminal blocks for industrial control equipment and systems.
- D. ANSI/NEMA ICS 6 – Enclosures for industrial control equipment and systems.
- E. UL 50 – Enclosures.

1.03 Submittals

- A. Submit shop drawings and product data under provisions of Sections 16010 and 01340, Shop Drawings Submittal.
- B. Shop Drawings for Equipment and Enclosure Panels: Include wiring schematic diagram, wiring diagram, outline drawings and construction diagram as described in ANSI/NEMA ICS 1.

PART 2 – PRODUCTS

2.01 Hinged Cover Enclosures

- A. Construction: NEMA 250; Type 3, steel, for indoor, NEMA 3R for outdoor installation.
- B. Finish: Dark gray, rust inhibitor.
- C. Covers: Continuous hinge, held closed by hasp and staple for padlock.

2.02 Cabinets

- A. Construction:
 - 1. 14-gauge G-90 grade galvanized steel
 - 2. Drip shield top and seam-free sides, front and back
 - 3. 16-gauge galvanized steel continuous hinge with stainless steel pin
 - 4. Cover fasteners with captive plated steel screws
 - 5. Hasp and staple for padlocking
 - 6. Knockouts in bottom
 - 7. Collar studs with back mounting panel
 - 8. Dark gray epoxy finish.
 - 9. Corrosion inhibitors
 - 10. Electric heater with thermostat where located outdoors
 - 11. Size: Verify size required with equipment to be housed or as noted on drawings.
- B. Manufacturer and Catalog No.: Hoffman Cat. No. scheduled with back panel or approved equal.

2.03 Terminal Blocks and Accessories

- A. Terminal Blocks: ANSI/NEMA ICS 4; UL listed.
- B. Power Terminals: Unit construction type, closed-back type, with tubular pressure screw connectors, rated 600 volts.
- C. Signal and control Terminals: Modular construction type, channel mounted; tubular pressure screw connectors, rated 300 volts.

PART 3 – EXECUTION

3.01 Installation

- A. Install cabinets and enclosures plumb; anchor securely to structural supports at each corner with galvanized bolts, nuts and Belleville washers.
- B. Install trim plumb.

****END OF SECTION****

SECTION 16170

GROUNDING AND BONDING SYSTEMS

PART 1 – GENERAL

1.01 Description

- A. Power system grounding.
- B. Electrical equipment and raceway grounding and bonding.
- C. Building ground grids.

1.02 System Description

- A. Ground the electrical service system neutral at service entrance equipment to grounding electrode.
- B. Bond together system neutrals, service equipment enclosures, exposed non-current carrying metal parts of electrical equipment, metal raceway systems, grounding conductor in raceways and cables, receptacle ground and connectors.

1.03 Submittals

- A. Submit maintenance and grid layout data and shop drawings under provisions of Sections 16010 and 01340.
- B. Indicate location of system grounding electrode connections and routing of grounding electrode conductor.

PART 2 – PRODUCTS

2.01 Materials

- A. Ground Rods: Copper-encased steel, 5/8-inch diameter, minimum length 10 feet.
- B. Ground Electrode Conductor: Size as noted on drawings with THHN-THWN insulation.
- C. Exothermic welds shall be as scheduled on the drawings.

PART 3 – EXECUTION

3.01 Installation

- A. Provide a separate, insulated equipment grounding conductor in branch circuits. Terminate each end on a grounding lug, bus or bushing.

-
- B. Connect grounding electrode conductors to ground electrode by exothermic weld using cable to rod connection.
 - C. Grounding Electrode: Use driven ground rod as shown on plans.
 - D. Use minimum #6 AWG copper conductor for communications service grounding conductor. Leave six feet (3 m) slack conductor at terminal cabinet or backboard.
 - E. Provide grounding and bonding at utility company's metering equipment.
 - F. Refer to drawings for schedule of exothermic connections.

3.02 Field Quality Control

- A. Inspect grounding and bonding system conductors and connections for tightness and proper installation.
- B. Measure ground resistance from system neutral connection at service entrance to convenient ground reference point using suitable ground testing equipment. Resistance shall not exceed 5 ohms. Where resistance exceeds 5 ohms, additional ground rods shall be driven. Top of all rods shall be minimum of 2'-0" below finish grade elevation.

****END OF SECTION****

SECTION 16180
EQUIPMENT WIRING SYSTEMS

PART 1 – GENERAL

1.01 Description

Make all final electrical connections to all equipment shown on drawings or required for a complete and operable system.

All final electrical connections shall be made in strict compliance with NPFA-70 National Electrical Code, latest edition.

1.02 Related Sections

- A. Section 16010, General Provisions.
- B. Section 16020, Codes and Standards.
- C. Section 16111, Conduit and Fittings.
- D. Section 16120, Wire and Cable.
- E. Section 16130, Boxes.
- F. Section 16170, Grounding and Bonding Systems.

1.03 Project Record Documents

Submit documents in accordance with provisions of Section 01720.

PART 2 – PRODUCTS

Products are listed under related sections of the specifications.

PART 3 – EXECUTION

3.01 Instructions

- A. Shall be installed in conduit where and as shown on the drawings and in accordance with drawings and specifications.
- B. Power connections shall be as follows:
 - 1. Run all conduits and wiring for all control systems specified on this project.
 - 2. Run circuits from Panel boards to all equipment and make final electrical connections.

****END OF SECTION****

SECTION 16190
SUPPORTING DEVICES

PART 1 – GENERAL

1.01 Description

- A. Conduit and equipment supports.
- B. Fastening hardware.

1.02 Related Work

Refer to Sections 03200, 03250, 03300 and 03600.

1.03 Coordination

Coordinate size, shape and location of concrete pads with details on drawings and manufacturer's recommendations.

1.04 Quality Assurance

Support systems shall be adequate for weight of equipment and conduit, including wiring, which they carry.

PART 2 – PRODUCTS

2.01 Material

- A. Support Channel: Galvanized.
- B. Hardware: Corrosion-resistant.

PART 3 – EXECUTION

3.01 Installation

- A. Fasten hanger rods, conduit clamps and outlet and junction boxes to structure using stainless steel screws and galvanized bolts, nuts and Bellville washers. Do not use spring steel clips and clamps.
- B. Do not fasten supports to conduit.
- C. Fabricate supports from steel angle and steel channel, rigidly welded or bolted to present a neat appearance. Use hexagon head bolts with Bellville washers under all nuts.

****END OF SECTION****

SECTION 16195

ELECTRICAL IDENTIFICATION

PART 1 – GENERAL

1.01 Description

- A. Nameplates.
- B. Wire and cable markers.

1.02 Related Work

Section 16010, General Requirements.

1.03 Submittals

- A. Submit shop drawings under provisions of Sections 16010 and 01340.
- B. Include schedule for nameplates.

PART 2 – PRODUCTS

2.01 Materials

- A. Nameplates: Engraved three-layer laminated plastic, white letters on a black background.
- B. Wire and Cable Markers: Cloth markers, split sleeve or tubing type.

PART 3 – EXECUTION

3.01 Installation

- A. Degrease and clean surfaces to receive nameplates.
- B. Install nameplates parallel to equipment lines.
- C. Secure nameplates to equipment fronts and panels using stainless steel screws.

3.02 Wire Identification

Provide wire markers on each conductor in enclosures and at load connection. Identify with branch circuit number for power circuits and with control wire number as indicated on equipment manufacturer's shop drawings for control wiring.

3.03 Nameplate Engraving Schedule

Provide nameplates to identify all electrical distribution and control equipment and loads served. Letter Height: 1/8 inch (3 mm) for individual switches and loads served and 1/4 inch (6 mm) for control equipment panel identification unless noted otherwise.

****END OF SECTION****

SECTION 16402

UNDERGROUND ELECTRICAL SERVICE

PART 1 - GENERAL

1.01 Description

Underground secondary service.

1.02 Related Sections

- A. Section 16010, General Requirements.
- B. Section 16111, Conduit and Fittings.

1.03 System Description

This section defines the method and manner by which the underground service shall be installed.

1.04 Project Record Documents

- A. Submit documents under provisions of Section 16020.
- B. Accurately record all underground electrical service routing, showing dimensions from curbs, buildings, etc.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 Trenching and Backfilling

Refer to Section 16010.

3.02 Laying Conduit

- A. Make bends with sweeps of not less than 48-inch radius or 5° angle couplings.
- B. Make a transition from non-metallic duct to rigid steel conduit ten feet from where duct banks enter structures, other than manholes or turn upward for continuation above grade.
- C. Install a warning ribbon approximately 18-inches below finished grade over all underground conduit carrying cables of 120 volts and higher. The identifying ribbon shall be a polyvinyl chloride tape, 3-inches wide, yellow color, permanently imprinted with "CAUTION BURIED

ELECTRIC LINE BELOW" in black letters.

*** * END OF SECTION * ***

SECTION 16470

LIGHTING AND POWER PANELBOARDS

PART 1 – GENERAL

1.01 Description

Lighting and power panelboards.

1.02 Related Sections

- A. Section 16010, General Provisions.
- B. Section 16170, Grounding and Bonding Systems.
- C. Section 16195, Electrical Identification.

1.03 Submittals

- A. Submit under provisions of Section 01340.
- B. Submit manufacturer's data indicating bussing, enclosure, circuit numbering, sizes, etc.

PART 2 – PRODUCTS

2.01 Panelboards

- A. Shall be dead-front construction with solderless pressure terminals.
- B. Main and neutral busses shall be of capacity scheduled on drawings. Bussing shall be tin-plated, copper-based on maximum current density in accordance with UL Standard 891.
- C. Complete typewritten directory with transparent plastic cover inside of door. All panels shall be identified as they are designated on the drawings by 3/4-inch plastic phenolic sign with 1/4-inch indented letters on front face of panel attached with minimum of two (2) screws.
- D. Trim and door with lock and catch with two (2) keys. Keys shall be common to all panelboards.
- E. Circuit Breakers:
 - 1. Circuit breakers shall be quickmake and quickbreak on manual or automatic operation, with minimum interrupting capacity of 10,000 amps RMS symmetrical.
 - 2. Breakers shall be trip-free. Each breaker shall have trip indication independent of the ON or OFF positions.
 - 3. All breakers shall be UL listed and meet NEMA Standards Publication No. AB1 and

Federal Specification No. WOCO375a and any amendments to the above where applicable.

4. All breakers shall be calibrated for operation in an ambient temperature of 40E C.
5. All two- and three-pole breakers shall be common trip.
6. Automatic operation of the circuit breaker shall be obtained by means of thermal and/or magnetic tripping devices located in each pole. Thermal devices shall provide the time-delay tripping on overloads and the magnetic device shall provide instantaneous tripping on short circuits.
7. All breakers shall be bolt-on type.

PART 3 – EXECUTION

3.01 Installation

- A. Panels shall be securely mounted with through bolts, anchors or other approved means.
- B. Mount all panelboards with top breaker handle not more than 6'-6" above finish floor.
- C. Connect the phase wires of three (and/or four) wire home runs to breakers connected to separate phase busses of the panelboard. Panelboard circuits shall be numbers in sequence vertically and all circuits shall appear in the panel exactly as they are shown on the drawings. All branch circuit neutral connections shall be identified by adhesive number tags to identify with their branch circuit phase conductors where neutral connections connect to the panel neutral bus.
- D. Neutrals and equipment ground conductors shall not be connected together in any panel beyond service entrance main.
- E. No two ungrounded conductors shall be connected to the same circuit breaker terminal.
- F. There shall be no splicing of conductors in panelboards.
- G. Panelboards shall be as scheduled on the drawings and as manufactured by Square D Company, Type NQOD, or approved equal.

****END OF SECTION****

SECTION 16501

LAMPS

PART 1 – GENERAL

1.01 Description

Lighting fixture lamps.

1.02 Related Sections

- A. Section 16010, General Provisions.
- B. Section 16510, Entrance Way Exterior Lighting System.
- C. Section 16510, Interior and Building Exterior Lighting.

1.03 Submittals

- A. Submit under provisions of Section 01340.
- B. Submit manufacturer's data sheets showing manufacturer, wattage, type, lumens and general characteristics of each type lamp.

PART 2 – PRODUCTS

2.01 Lamps

- A. Lamps shall be of the proper size and type as noted in the fixture schedule for each type fixture.
- B. Incandescent lamps shall be inside frosted, 120 volts, as manufactured by General Electric, Sylvania or approved equal.
- C. Fluorescent lamps shall be rapid start, energy savings as manufactured by General Electric, Sylvania or approved equal.
- D. High pressure sodium lamps shall be clear, universal burn as manufactured by General Electric, Sylvania or approved equal.
- E. Metal halide lamps shall be base up to horizontal burn position. They shall be Metalarc/C lamps as manufactured by Sylvania or approved equal.

PART 3 – EXECUTION – NOT USED.

****END OF SECTION****

SECTION 16510

INTERIOR AND EXTERIOR LIGHTING SYSTEM

PART 1 - GENERAL

1.01 Description

Interior and exterior building lighting fixtures and accessories.

1.02 Related Sections

- A. Section 16010, General Requirements.
- B. Section 16120, Wire and Cable.
- C. Section 16130, Boxes.
- D. Section 16170, Grounding and Bonding Systems.
- E. Section 16190, Supporting Devices.
- F. Section 16501, Lamps.

1.03 Submittals

- A. Submit under provisions of Section 01340.
- B. Submit manufacturer's data showing construction, lens, paint finishes, metal gauge, dimensions, etc.

PART 2 - PRODUCTS

2.01 Fixtures

- A. Fixtures shall be completely factory prewired. Should internal wiring be required, use #14 Type AF wire.
- B. Fixtures shall be as scheduled in the lighting fixture schedule shown on the drawings. Fixtures shall be by manufacturer and catalog number or approved equal.
- C. Ballast shall be of the proper size and type for the fixtures. Ballast in fluorescent fixtures shall be high power factor, ETL approved and CBM certified, rapid start, low heat type. Ballast shall be Class "P" rated equipped with an approved internal thermal protective device responsive to ballast temperature which shall open the circuit before damage occurs to ballast.

PART 3 - EXECUTION

3.01 Supports

All fixtures shall have the necessary studs, straps, fittings, etc., in accordance with manufacturer's installation recommendations, for a complete and safe installation to the proper mounting height required by job conditions. Minimum gauge wire shall be 12-gauge steel. Provide all auxiliary framing required to anchor fixtures to metal building structure.

**** END OF SECTION ****

SECTION 16520

FIELD LIGHTING SYSTEM

PART 1 – GENERAL

1.01 Description

A. Instructions

1. The fields shall be lighted with 1500-watt metal halide fixtures on prestressed spun concrete poles.
2. Lighting levels shall be as given below and are average maintained values assuming yearly cleaning of fixtures and a LLF of .8, and 1500 lamp burning hours.
Soccer Fields – 30 FC
Levels shall have average to minimum ratios not to exceed 1.3 for the soccer fields.
3. The quantities indicated on the drawings shall be minimum required. If successful manufacturer determines additional fixtures are required to meet criteria, the fixtures will be furnished including all mounting and electrical service necessary.
4. Manufacturer shall supply with shop drawings a complete field layout with aiming diagram and FC plot.
5. Fixtures to be equal to GE Power Spot III with MVR 1500/HBU lamp 16,500 lumens initial and 140,000 lumens mean double fuse and mounting accessories for relamping case furnished. Fixture to be complete with lamp and provisions for liquid tight conduit entry.
6. Concrete poles to be round tapered, designed to withstand 125-mph basic wind speed (3-second gust). Pole height to be as required to establish minimum fixture mounting height. Manufacturer to be approved by Engineer. Poles to have manufacturer-furnished wiring hubs and mounting screw holes for equipment shown on the drawings. The poles shall comply with ASTM C 1089 and AASHTD LTS-5, 2009.
7. After final installation, a footcandle plot shall be made by Contractor using approved meter. This plot to be given to Engineer. After Engineer determines all is ready, a final check shall be made by Engineer to verify all values.
8. Final aiming may be required to be done with Engineer present and may occur at night. Contractor shall include these costs in his bid.
9. All components of the poles, including cross arms and fixtures, shall be rated for 125-mph basic wind speed (3-second gust).
10. The lighting control panel shall contain the following items for operation of the field lighting:
 - One ball field lighting control module model LCM-REVO by BH Electric.
 - Two push buttons in a separate NEMS 3R enclosure.
 - Two HOA switched on dead front panel in enclosure for manual operation of lights.
 - Four contactors.
 - One NEMA 3R enclosure mounted on structure control relays as required.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

****END OF SECTION****

TATUM PARK - SOCCER FIELDS 11 & 12 LIGHTING

CITY OF HATTIESBURG

FORREST COUNTY

MAYOR

JOHNNY L. DUPREE, PH.D

PARKS & RECREATION DIRECTOR

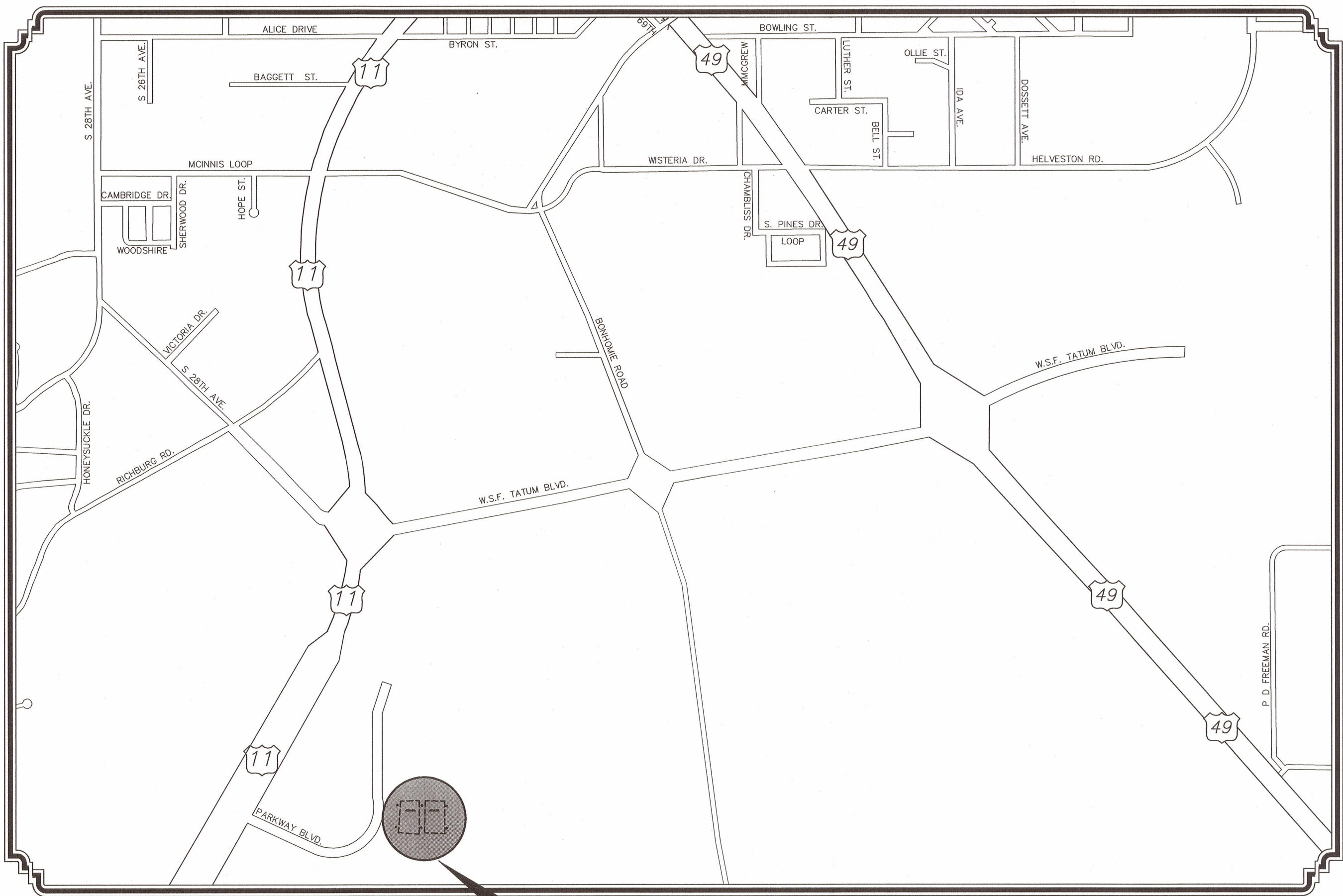
DR. CLEMON TERRELL

COUNCIL MEMBERS

KIM BRADLEY	WARD 1
DEBORAH D. DELGADO	WARD 2
CARTER CARROLL	WARD 3
MARY CURRIE DRYDEN	WARD 4
HENRY E. NAYLOR	WARD 5

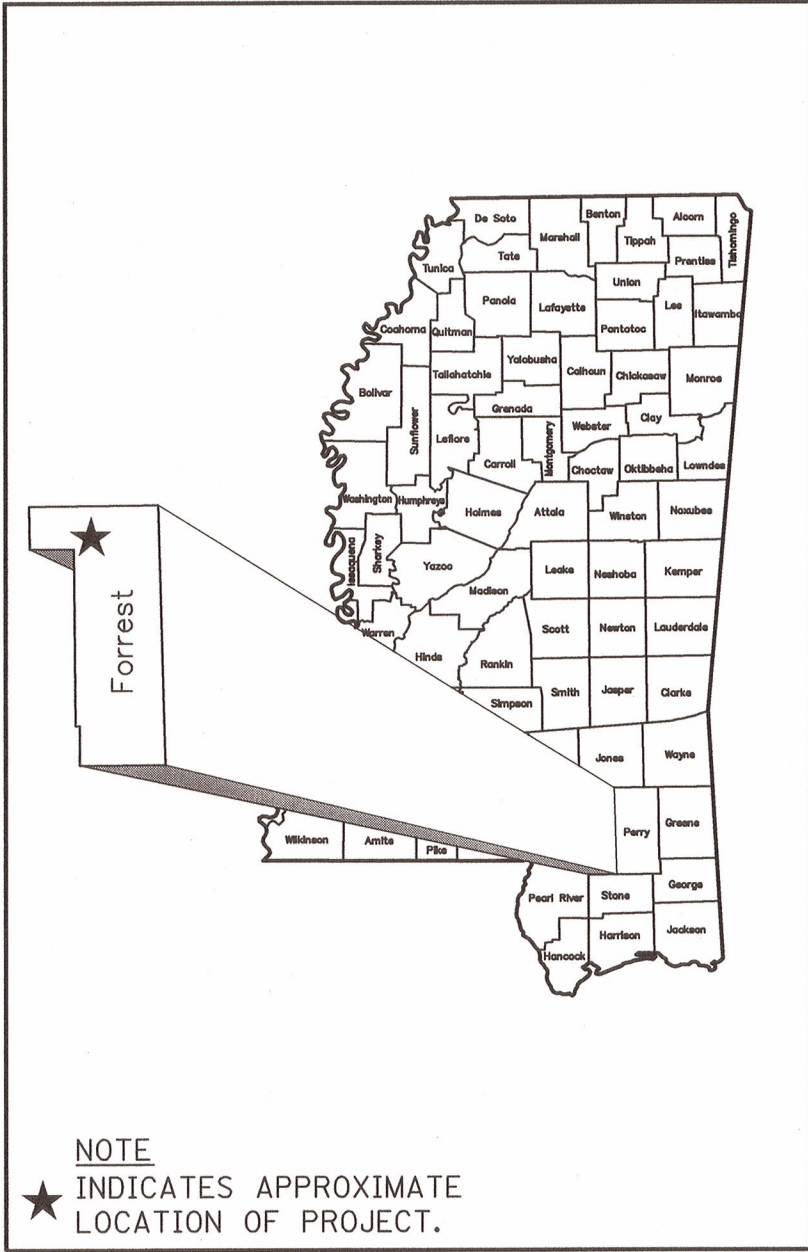
UTILITIES

CITY OF HATTIESBURG	545-4540
MISSISSIPPI POWER	545-4000
AT&T	545-6590
WILLMUT GAS	544-6001
COMCAST CABLE	268-1188



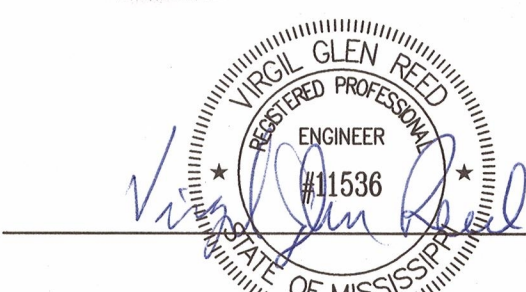
PROJECT LOCATION

VICINITY MAP
PROJECT LOCATION



PREPARED BY :

NEEL-SCHAFFER
Solutions you can build upon



DATE : 7-31-2023

VIRGIL GLEN REED, P.E.
MISSISSIPPI LICENSE NO. 11536

DESCRIPTION OF SHEET

TITLE SHEET (1)

DETAILED INDEX & GENERAL NOTES (1)

DETAILED INDEX AND GENERAL NOTES

PLAN SHEETS (1)

ELECTRICAL SITE PLAN

DETAIL SHEETS (2)

ELECTRICAL DETAILS I

ELECTRICAL DETAILS II

TOTAL SHEETS 4

WKG.
NO.

SHT.
NO.

1

DI-1

2

ESP-1

3

ED-1

4

TSD-3

5

GENERAL NOTES

1. CONTRACTOR SHALL REMOVE ALL DEBRIS FROM THE SITE THAT IS FOUND TO EXIST PRIOR TO OR IS GENERATED AS A RESULT OF PROJECT CONSTRUCTION.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL DAMAGES THAT OCCUR TO EXISTING STRUCTURES. THE CONTRACTOR SHALL FIX OR REPLACE DAMAGED ITEMS TO AN EQUAL OR BETTER CONDITION AT NO ADDITIONAL EXPENSE TO THE CITY OF HATTIESBURG.
3. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT EXISTING STRUCTURES SUCH AS PIPES, INLETS, APRONS, BRIDGES, ETC. FROM DAMAGE WHICH MIGHT OCCUR DURING CONSTRUCTION. THE CONTRACTOR SHALL REPLACE OR REPAIR, AS DIRECTED BY THE ENGINEER, ANY STRUCTURES DAMAGED DURING THE LIFE OF THE CONTRACT. NO PAYMENT WILL BE MADE FOR REPLACEMENT OR REPAIR OF DAMAGED ITEMS.
4. EXISTING UNDERGROUND UTILITY LINES ARE SHOWN ON THE DRAWINGS BASED UPON THE BEST INFORMATION AVAILABLE TO THE ENGINEER. THE ENGINEER CAN NOT AND DOES NOT WARRANT THAT THIS INFORMATION IS COMPLETE OR ACCURATE. THE CONTRACTOR MUST COORDINATE DIRECTLY WITH THE INVOLVED UTILITY OWNERS TO HAVE UNDERGROUND UTILITY LINES FIELD LOCATED IN ADVANCE OF CONSTRUCTION.
5. THE EXISTING PLAYING FIELDS FOR FIELDS 11 AND 12 SHALL BE PROTECTED FROM DAMAGE FROM ANY EQUIPMENT SUCH AS TRENCHERS AND TRUCKS.

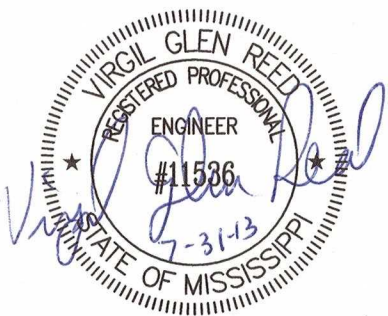
NOTICE TO DRAWING HOLDER

NEEL-SCHAFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.

REVISIONS			
NO.	DATE	BY	DESCRIPTION

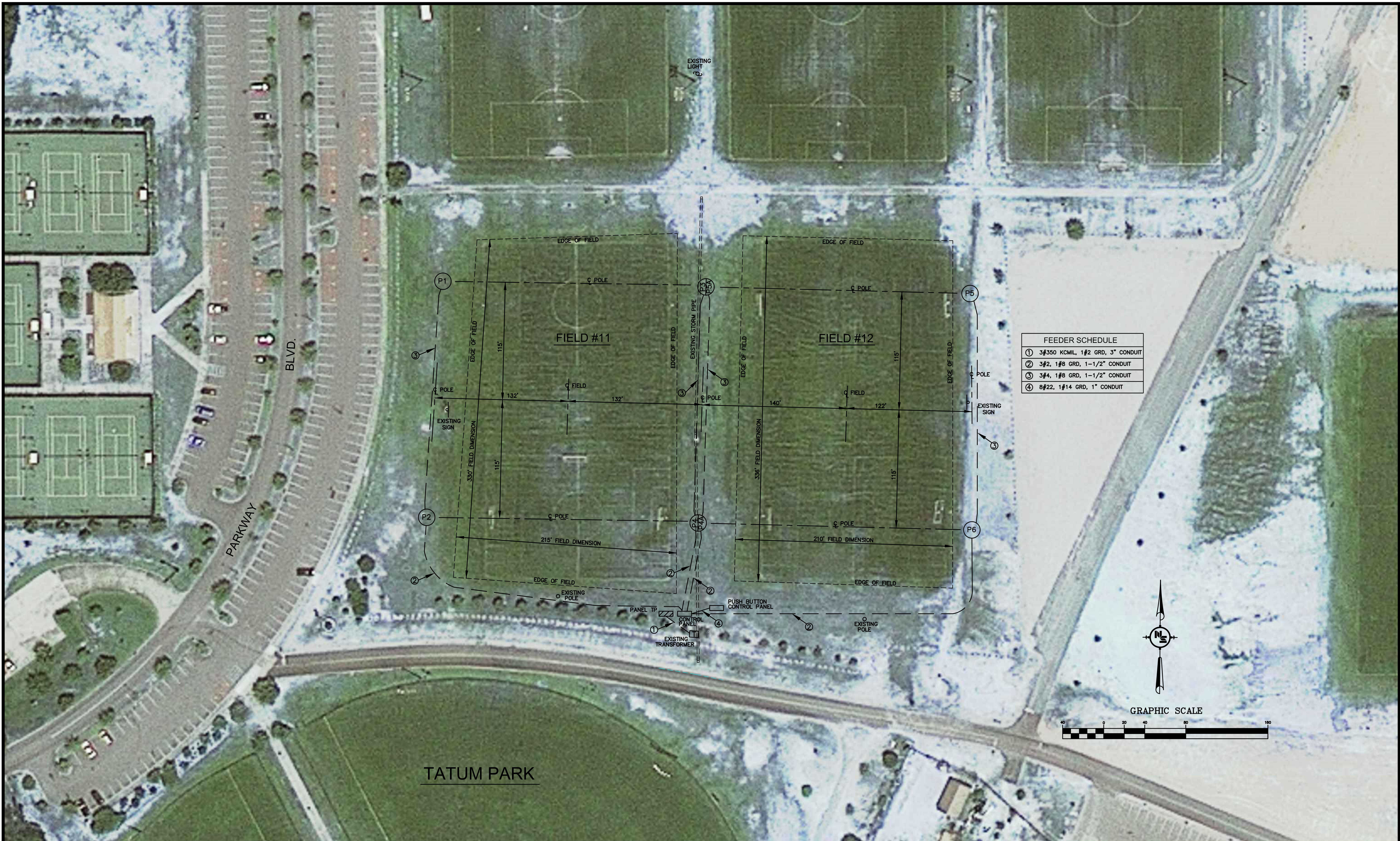
DRAWING INFORMATION	
N-S PROJECT NO.: 8667.000	
FILENAME: 8667_INDEX.DWG	
SCALE: N.T.S.	
SURVEYED BY:	
DSGN: GPC	DATE: 07/2013
DRWN: GPC	DATE: 07/2013
CHKD:	DATE:
QA/QC:	DATE:

TATUM PARK - SOCCER FIELDS 11 & 12 LIGHTING
CITY OF HATTIESBURG
FORREST COUNTY



DETAILED INDEX AND
GENERAL NOTES

WORKING NUMBER:	DRAWING NUMBER:
DI-1	2



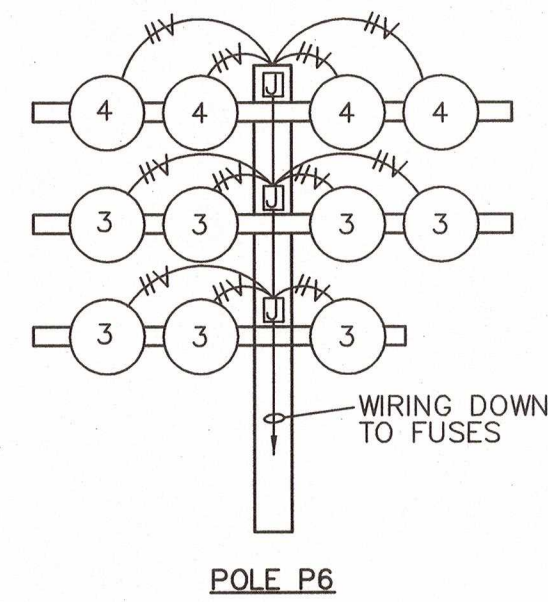
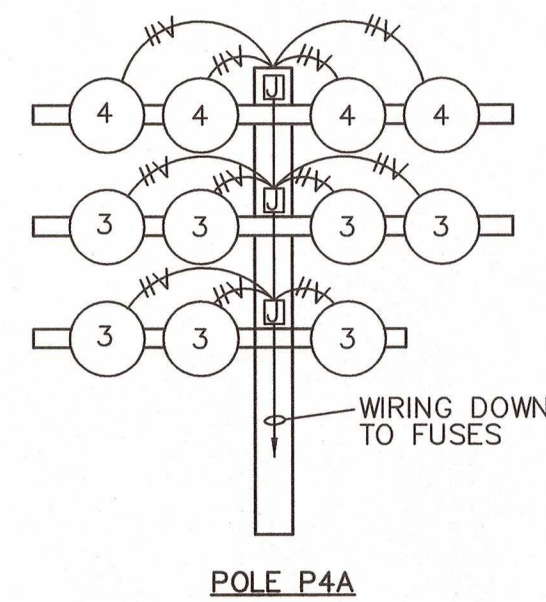
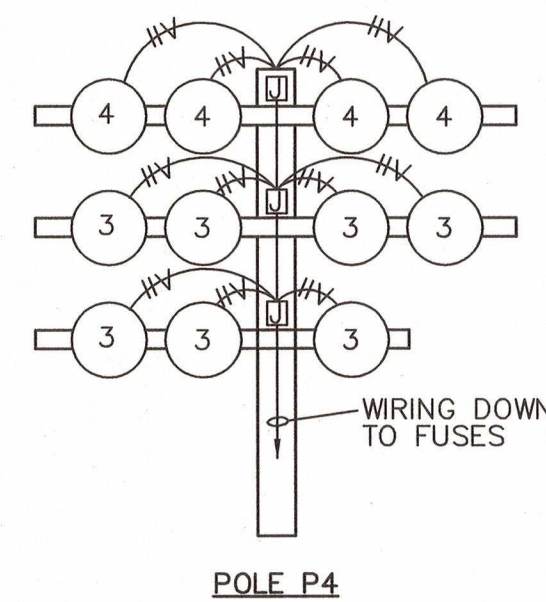
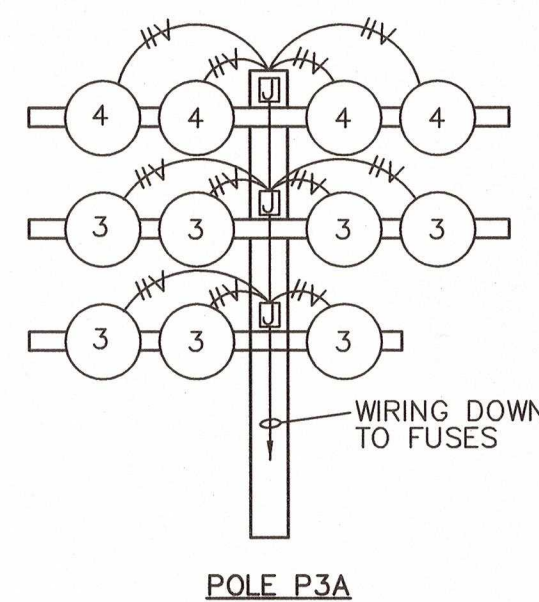
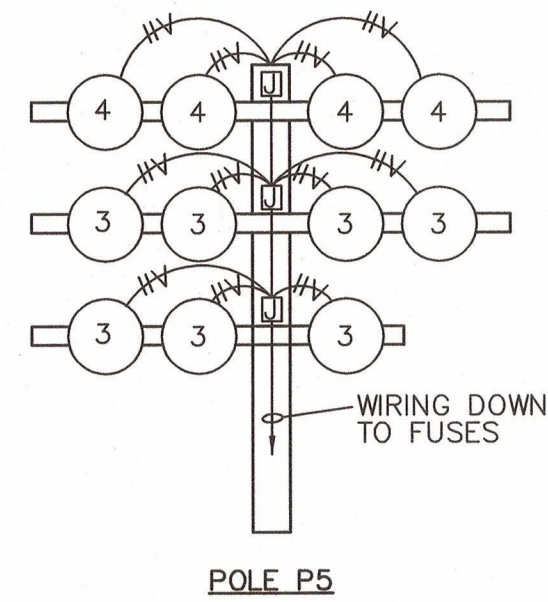
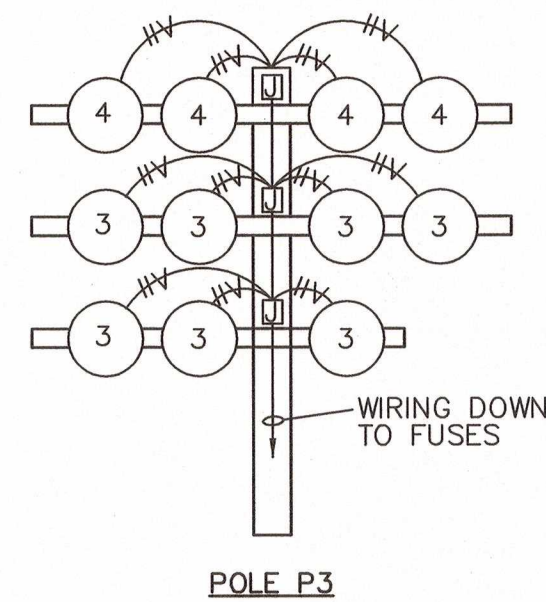
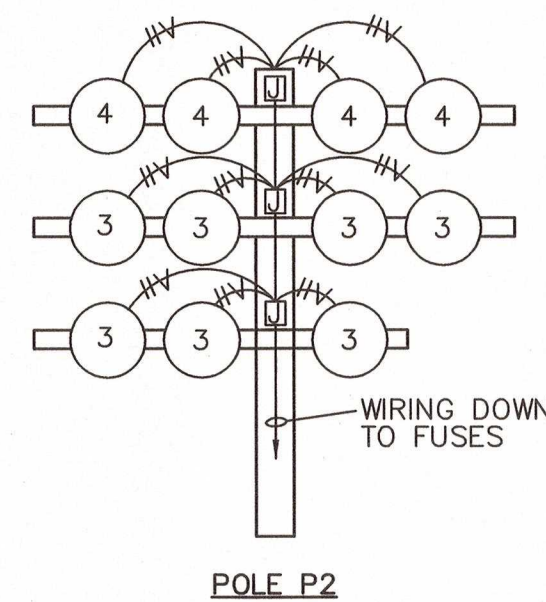
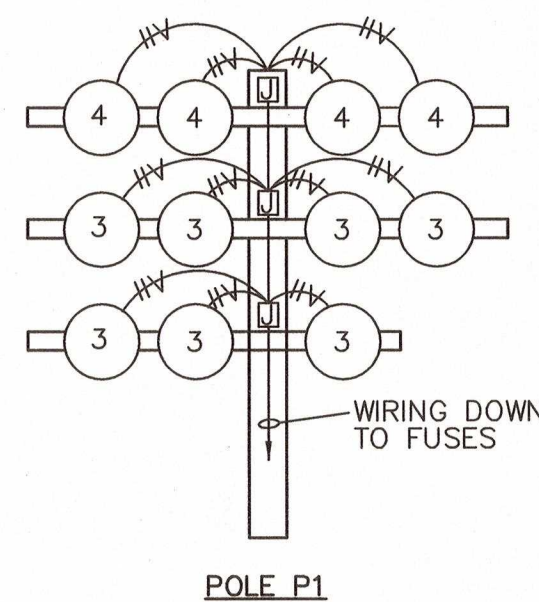
NOTICE TO DRAWING HOLDER NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.	REVISIONS				DRAWING INFORMATION		TATUM PARK - SOCCER FIELDS 11 & 12 LIGHTING CITY OF HATTIESBURG FORREST COUNTY			ELECTRICAL SITE PLAN	
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 8667.000						
					FILENAME: 8667-Elec-Siteplan.DWG						
					SCALE: 1"=40'						
					SURVEYED BY:						
					DSGN: VGR	DATE: 07/2013					
					DRWN: JEM	DATE: 07/2013					
					CHKD: VGR	DATE: 07/2013					
					QA/QC:	DATE: 07/2013					
										WORKING NUMBER: ESP-1	DRAWING NUMBER: 3



FIELDS 11 AND 12 LIGHTING CONTROL PANEL

PANEL TP SCHEDULE												
CIRCUIT NUMBER	WIRE SIZE	BREAKER SIZE	DESCRIPTION OF LOAD	LOAD KVA	KVA PER PHASE			LOAD KVA	DESCRIPTION OF LOAD	BREAKER SIZE	WIRE SIZE	CIRCUIT NUMBER
					A	B	C					
1	#2	80A/3P	P1, P2	15.00	30.00			15.00	P3, P4	80A/3P	#2	2
3	#2	—		15.00		30.00		15.00		—	#2	4
5	#2	—		15.00			30.00	15.00		—	#2	6
7	#2	80A/3P	P3A, P4A	15.00	30.00			15.00	P5, P6	80A/3P	#2	8
9	#2	—		15.00		30.00		15.00			#2	10
11	#2	—		15.00			30.00	15.00			#2	12
13	#12	20A/1P	CONTROLS	0.50	1.00			0.50	CONTROL TRANSFORMER	20A/2P	#12	14
15						0.50		0.50			#12	16
17												18
19												20
21												22
23												24
25												26
27												28
29												30
31												32
33												34
35												36
37												38
39												40
41												42
POWER PANEL TP LOCATED ON STRUCTURE			TOTAL KVA	61.00	60.50	60.00	SERVICE CHARACTERISTICS: 480/277V — 3 PHASE — 4 WIRE — 60 Hz. 300 AMP. MAIN BREAKER WITH 400 AMP. BUS PROVIDE GROUND BUS NEMA 3R CABINET					
			GRAND CONNECTED TOTAL KVA	181.50								

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	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 8667.000					
					FILENAME: 8667-Elec.Det-1-DWG					
					SCALE: N.T.S.					
					SURVEYED BY:					
					DSGN: VGR				DATE: 07/2013	
					DRWN: JEM				DATE: 07/2013	
					CHKD: VGR				DATE: 07/2013	
				QA/QC:	DATE: 07/2013				WORKING NUMBER:	DRAWING NUMBER:
									ED-1	4



FIELDS #11 AND 12

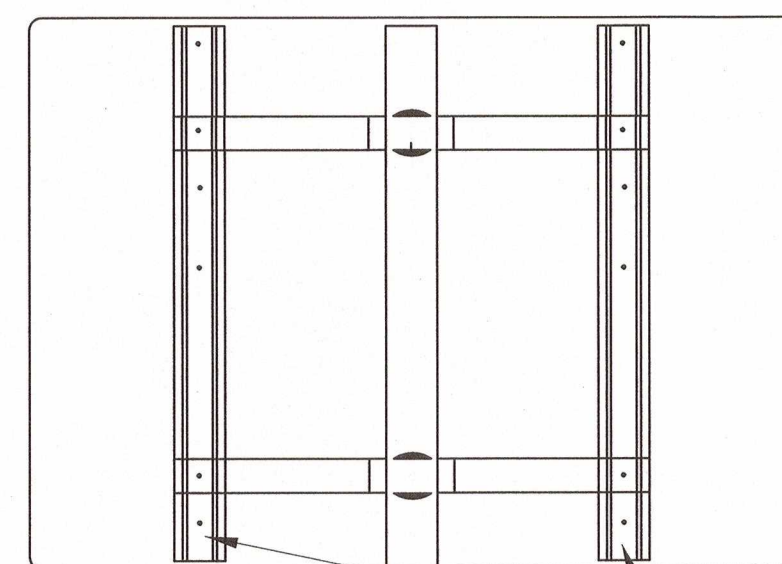
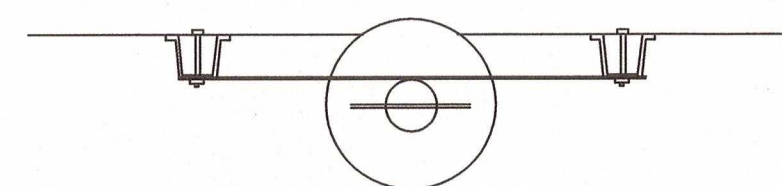
N.T.S.

NOTES:

1. ALL LIGHTS SHALL HAVE MINIMUM MOUNTING HEIGHT OF 64 FEET.
2. INSTALL IN-LINE FUSES IN HAND HOLE OF EACH POLE.

NOTES:

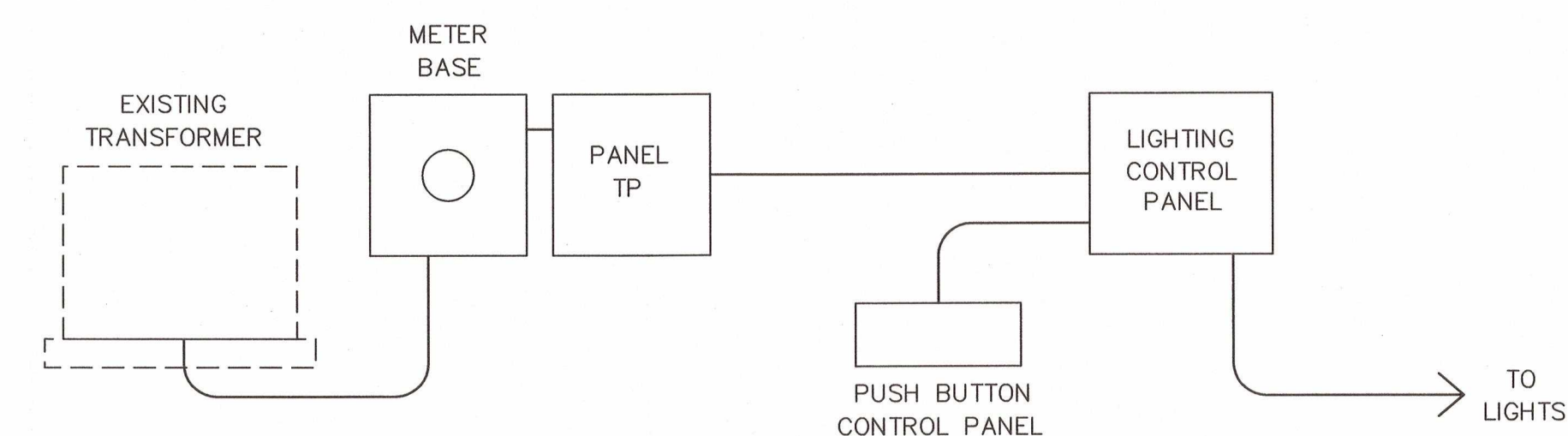
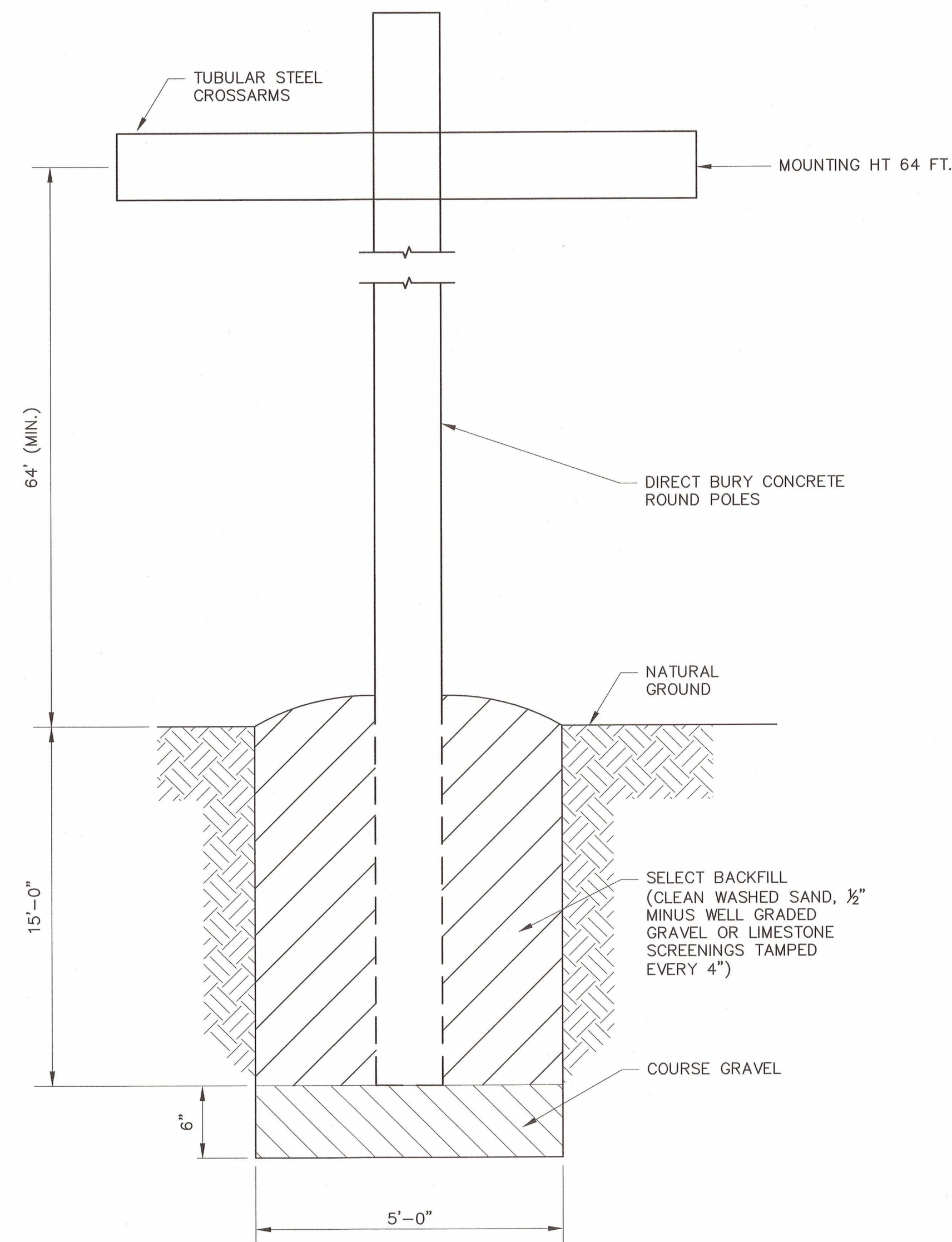
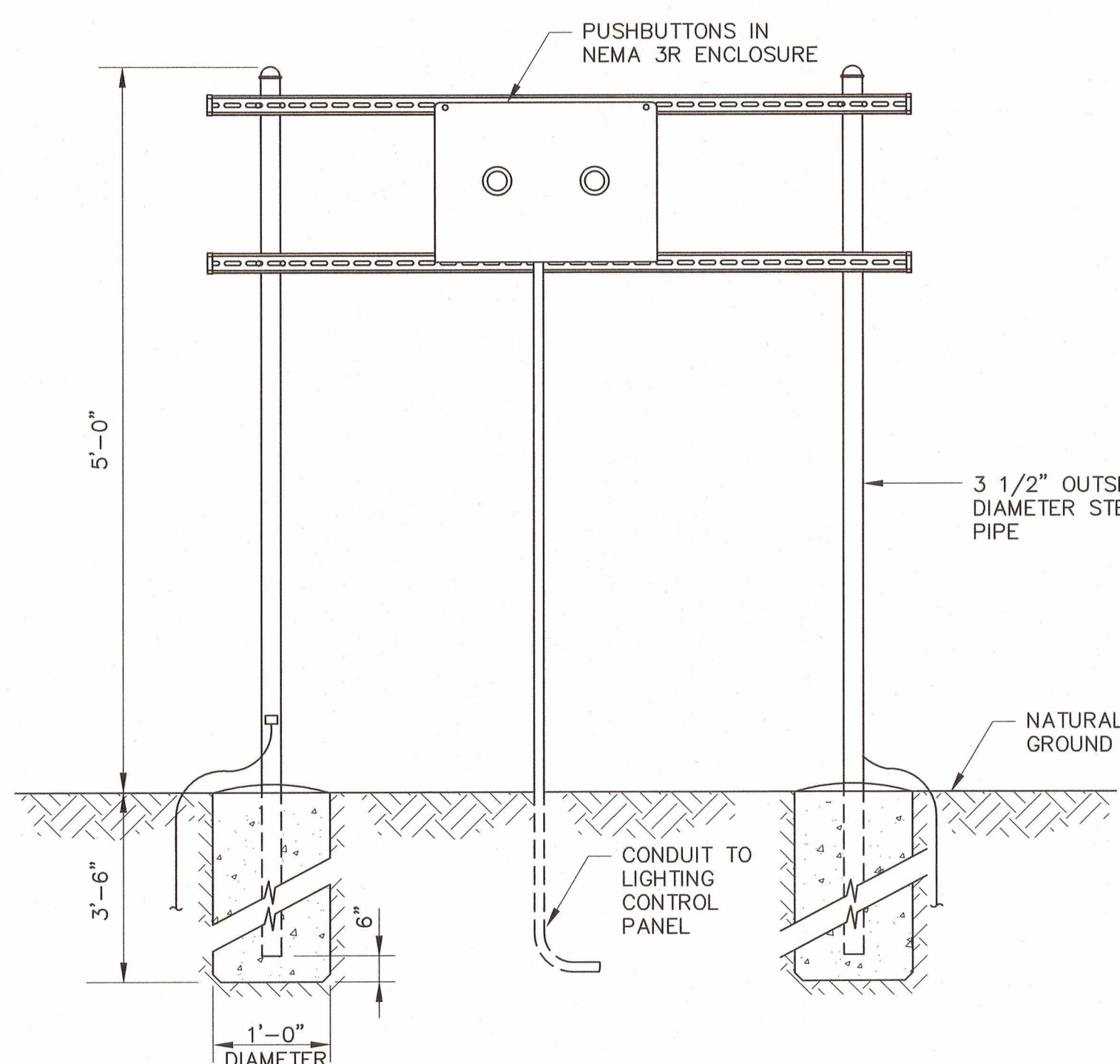
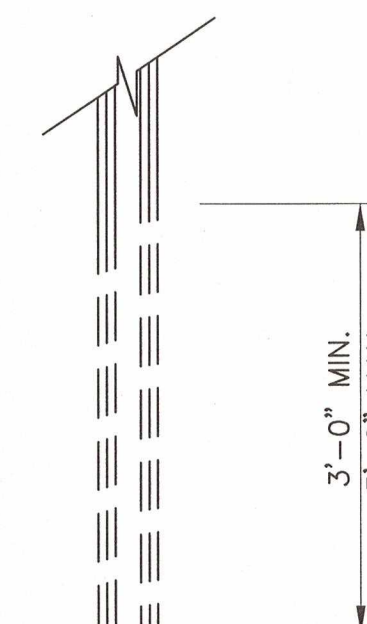
1. ALL SIGNS SHOWN SHALL CONFORM TO MUTCD, CURRENT EDITION.
2. ALL SIGNS SHOWN BE REFLECTORIZED TO SHOW THE SAME COLOR BY NIGHT AS BY DAY.
3. ALL SIGNS SHALL BE SECURELY MOUNTED ON GALVANIZED U-SECT POST.
4. SIGN DIMENSIONS AND LETTERING SHALL MATCH THE SIGNS AT TATUM PARK.



FIELD LIGHTS AVAILABLE FROM
6:00PM - 12:00AM
PRESS BUTTON BELOW FOR DESIRED FIELD #
TO TURN ON LIGHTS

SIGN DETAIL

N.T.S.



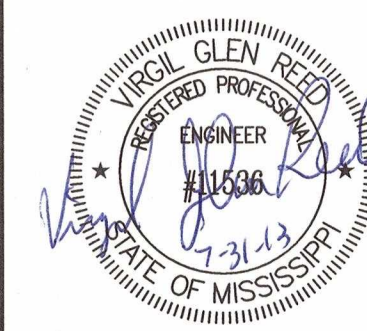
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REVISIONS				DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION		
				N-S PROJECT NO.: 8667.000	
				FILENAME: 8667-Elec.Det-2.DWG	
				SCALE: N.T.S.	
				SURVEYED BY:	
				DSGN: VGR	DATE: 07/2013
				DRWN: JEM	DATE: 07/2013
				CHKD: VGR	DATE: 07/2013
				QA/QC:	DATE: 07/2013

TATUM PARK - SOCCER FIELDS 11 & 12 LIGHTING

CITY OF HATTIESBURG
FORREST COUNTY



NEEL-SCHAFFER
Solutions you can build upon

ELECTRICAL DETAILS II

WORKING NUMBER: TSD-3
DRAWING NUMBER: 5



City of Hattiesburg, MS

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

Master

File Number: 2013-0459

File ID: 2013-0459

Type: Regular Agenda Item

Status: Agenda Ready

Version: 2

Reference:

In Control: City Council

File Created: 07/30/2013

Brief Title: Claims docket

Final Action:

Minute Book Number: MB2013-221

Title:

Approve claims docket for the period ending July 31, 2013.

Notes:

Sponsors:

Enactment Date:

Attachments: claims docket 8-6-13, ADDENDUM 8.6.2013

Enactment Number:

Contact:

Meeting Date:

Drafter: Kermas Eaton

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	City Council	08/06/2013					

Text of Legislative File 2013-0459

Title

Approve claims docket for the period ending July 31, 2013.

Summary

Claims Docket.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING JULY 31, 2013

Page 1
Date - 07/30/13

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
GENERAL FUND							
00001 AAMCO TRANS/AUTOMOTIVE S	126601	00135276	12007091	A/C REPR POLICE UNIT	07/31/13	232333	458.80-
00001 AAMCO TRANS/AUTOMOTIVE S	126588	00135276	12007092	A/C REPR POLICE UNIT	07/31/13	232333	160.00-
AAMCO TRANS/AUTOMOTIVE S Sum							618.80-
00001 ADVANCED JANITORIAL SERV	20045 GENERA	00135341	12007116	SERV 7/13 CITY HALL	07/31/13	232334	1,925.00-
00001 ADVANCED JANITORIAL SERV	20045 TRAFFI	00135341	12007117	SERVS 7/13 TRAFFIC OFFICE	07/31/13	232334	250.00-
ADVANCED JANITORIAL SERV Sum							2,175.00-
00001 AIRGAS USA LLC (NORDAN S	9910894661 G	00135154	12007009	CYL RENT 7/13 VARI DEPTS	07/31/13	232335	587.92-
00001 AIRGAS USA LLC (NORDAN S	9910894661 M	00135154	12007010	CYL RENT 7/13 MASS TRANSIT	07/31/13	232335	33.92-
AIRGAS USA LLC (NORDAN S Sum							621.84-
00001 ALLBRITTON CHAIN SAW & L	27917	00134994	12007020	CHAINSAW STREET DEPT	07/31/13	232338	359.99-
ALLBRITTON CHAIN SAW & L Sum							359.99-
00001 ANDERSON RETAIL INC	92595	00134764	12007021	CARPET PERRY'S OFFICE P/WORKS	07/31/13	232340	947.06-
ANDERSON RETAIL INC Sum							947.06-
00001 AUTO ARMATURE SERVICE IN	9278	00134853	12006935	GENERATOR BATTERIES-DEPOT	07/31/13	232345	399.90-
00001 AUTO ARMATURE SERVICE IN	9421	00135092	12006990	BATTERY U#17577 POLICE	07/31/13	232345	175.77-
00001 AUTO ARMATURE SERVICE IN	9422	00135092	12006991	BATTERY/STARTER U#14146 POL	07/31/13	232345	205.90-
00001 AUTO ARMATURE SERVICE IN	9425	00135092	12006992	BATTERY U#8668 STREET	07/31/13	232345	119.95-
00001 AUTO ARMATURE SERVICE IN	9424	00135092	12006993	BATTERY U#17875 HEALTH	07/31/13	232345	95.95-
00001 AUTO ARMATURE SERVICE IN	9281	00135016	12007019	BATTERY U#10810 TRAFFIC	07/31/13	232345	113.95-
00001 AUTO ARMATURE SERVICE IN	9395	00135247	12007076	ALTERNATOR U#7794 CEMETERY	07/31/13	232345	109.95-
AUTO ARMATURE SERVICE IN Sum							1,221.37-
00001 AUTO ZONE	0139574705	00134736	12006912	REPR PTS U#14691 STREET	07/31/13	232346	35.99-
AUTO ZONE Sum							35.99-
00001 B & F TACTICAL STORE	279	00135159	12006988	OFF DUTY BELT-CHIEF BOLTON	07/31/13	232347	19.99-
B & F TACTICAL STORE Sum							19.99-
00001 BAKER DISTRIBUTING CO	K519891	00134964	12006908	ELEC SUPP TRAFF/CONST OFFICE	07/31/13	232348	43.44-
BAKER DISTRIBUTING CO Sum							43.44-
00001 BELK DEPARTMENT STORE	P9356005R00X	00134581	12006989	CLOTH ALLOW-HOLDEN-POLICE	07/31/13	232351	413.39-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING JULY 31, 2013

Page - 2
Date - 07/30/13

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
BELK DEPARTMENT STORE Sum							413.39-
00001 BENNETT'S LOCK & KEY SHO	62543	00134835	12006903	DOOR KNOBS/LOCKS-BLDGS.TRLRS	07/31/13	232353	521.90-
BENNETT'S LOCK & KEY SHO Sum							521.90-
00001 BENSON, BRETT	TRAVEL REIMB	00135346	12007120	EXPNS HEALTH LDRSHP CONF	07/31/13	232354	143.12-
BENSON, BRETT Sum							143.12-
00001 BERNARDO, DEBRA	TRAVEL REIMB	00135169	12006984	EXPNS MML CONF BILOXI	07/31/13	232355	176.68-
BERNARDO, DEBRA Sum							176.68-
00001 BLOSSMAN GAS INC	PO#135011 7/	00135011	12006942	PROPANE U#1302 STREET DEPT	07/31/13	232359	75.00-
BLOSSMAN GAS INC Sum							75.00-
00001 BRACKMAN MOWER WAREHOUSE	0121841	00134774	12006923	MOWER SEATS-CEMETERY	07/31/13	232368	495.00-
00001 BRACKMAN MOWER WAREHOUSE	0122014	00134559	12006939	MOWER DECK BELT P/F ACADEMY	07/31/13	232368	47.50-
00001 BRACKMAN MOWER WAREHOUSE	IN0122077	00134829	12007023	MOWERS P/W STREET DEPT	07/31/13	232368	21,806.00-
BRACKMAN MOWER WAREHOUSE Sum							22,348.50-
00001 BROADWAY DRIVE TIRE	088135	00134791	12006898	TIRES POLICE STOCK	07/31/13	232372	1,315.28-
00001 BROADWAY DRIVE TIRE	088237	00134791	12006899	TIRES POLICE STOCK	07/31/13	232372	391.40-
00001 BROADWAY DRIVE TIRE	087977	00134375	12006921	TIRES U#14677 SANIT	07/31/13	232372	549.76-
00001 BROADWAY DRIVE TIRE	088067	00134629	12006922	TIRE CEMETERY STOCK	07/31/13	232372	90.95-
BROADWAY DRIVE TIRE Sum							2,347.39-
00001 BRYANT, GREGORY	TRAVEL REIMB	00135334	12007118	EXPNS ROPE RESCUE CLASSES	07/31/13	232374	107.72-
BRYANT, GREGORY Sum							107.72-
00001 C SPIRE WIRELESS (CELLUL	06/23/13-07/	02013645	12007079	CELL SERV 6/13 GENERAL	07/31/13	232379	7,898.34-
C SPIRE WIRELESS (CELLUL Sum							7,898.34-
00001 CARQUEST AUTO PARTS STOR	14758-9280	00134757	12006913	REPR PTS U#7869 STREET	07/31/13	232384	4.58-
00001 CARQUEST AUTO PARTS STOR	14758-9281	00134757	12006914	REPR PTS U#14402 SANIT	07/31/13	232384	14.38-
00001 CARQUEST AUTO PARTS STOR	14758-9321	00134779	12006916	VEHICLE MAINT TOOLS-SHOP	07/31/13	232384	52.86-
00001 CARQUEST AUTO PARTS STOR	14758-9320	00134779	12006917	REPR PTS U#14402 SANIT	07/31/13	232384	82.90-
00001 CARQUEST AUTO PARTS STOR	14758-9527	00134867	12006994	REPR PTS POLICE STOCK	07/31/13	232384	379.07-
00001 CARQUEST AUTO PARTS STOR	14758-9528	00134867	12006995	REPR PTS U#17117 POLICE	07/31/13	232384	48.99-
00001 CARQUEST AUTO PARTS STOR	14758-9529	00134867	12006996	REPR PTS U#17593 POLICE	07/31/13	232384	52.31-
00001 CARQUEST AUTO PARTS STOR	14758-9523	00134884	12006997	REPR PTS U#15398 POLICE	07/31/13	232384	44.21-
00001 CARQUEST AUTO PARTS STOR	14758-9524	00134884	12006998	REPR PTS U#16757 POLICE	07/31/13	232384	39.52-

Page* - 3*
Date - 07/30/13

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 CARQUEST AUTO PARTS STOR	14758-9525	00134884	12006999	REPR PTS U#18323 POLICE	07/31/13	232384	80.94-
00001 CARQUEST AUTO PARTS STOR	14758-9535	00134786	12007037	REPR PTS HEALTH DIVISION	07/31/13	232384	43.52-
CARQUEST AUTO PARTS STOR Sum							843.28-
00001 CASSIDIAN COMMUNICATIONS	9531	00135193	12007001	REVERSE 911 SYS 9/13-8/14	07/31/13	232385	9,130.00-
CASSIDIAN COMMUNICATIONS Sum							9,130.00-
00001 CERTIFIED LABORATORIES	1177473	00135156	12007026	FRT CHGS PO#135010	07/31/13	232387	100.47-
00001 CERTIFIED LABORATORIES	1177473(B)	00135010	12007096	RED PREMALUBE PUBLIC WORKS	07/31/13	232387	1,069.50-
CERTIFIED LABORATORIES Sum							1,169.97-
00001 CHEMSEARCH	1149043	00134252	12006886	JANIT SUPP P/F ACADEMY	07/31/13	232389	132.46-
00001 CHEMSEARCH	1149081	00134252	12006887	JANIT SUPP P/F ACADEMY	07/31/13	232389	95.46-
CHEMSEARCH Sum							227.92-
00001 CHUNKY RIVER HARLEY DAVI	216988	00135299	12007110	REPRS U#19105 POLICE	07/31/13	232390	288.47-
00001 CHUNKY RIVER HARLEY DAVI	217071	00135299	12007111	REPRS U#19108 POLICE	07/31/13	232390	407.86-
CHUNKY RIVER HARLEY DAVI Sum							696.33-
00001 CITY OF HATTIESBURG FUND	TRF 2ND 7/13	02013632	12006952	TRF 2ND 7/13 PAYROLL	07/24/13	17920	1,028,711.77-
00001 CITY OF HATTIESBURG FUND	07/2013	02013192	12006982	TRF WELLNESS ASSESS FEE F GRIF	07/24/13	17928	25.00-
CITY OF HATTIESBURG FUND Sum							1,028,736.77-
00001 COMCAST CABLEVISION OF H	095776410200	00135161	12007012	BRDBAND 7/14-8/15 FIRE DEPT	07/31/13	232394	53.02-
00001 COMCAST CABLEVISION OF H	095777340100	00135304	12007106	SERV 8/13 AIRPORT	07/31/13	232394	80.60-
COMCAST CABLEVISION OF H Sum							133.62-
00001 COMSOUTH	170558	00134858	12006938	RADIO REPR-MCLAURIN-POLICE	07/31/13	232395	63.25-
00001 COMSOUTH	170613	00135121	12007089	SPEAKER MIC-SORRELL-POLICE	07/31/13	232395	89.00-
COMSOUTH Sum							152.25-
00001 COPY CATS PRINTING	312520	00134541	12007041	INCIDENT CLAIM FORMS-RISK MGT	07/31/13	232398	58.00-
COPY CATS PRINTING Sum							58.00-
00001 COURTESY MOTORS INC	403589	00135273	12007087	REPR PTS U#17321 POLICE	07/31/13	232399	283.59-
00001 COURTESY MOTORS INC	403757	00135273	12007088	REPR PTS U#17316 POLICE	07/31/13	232399	273.42-
COURTESY MOTORS INC Sum							557.01-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING JULY 31, 2013

Page 4
Date - 07/30/13

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 COWBOY MALONEY'S ELECTRI	HATTTL9641	00135122	12006966	WASHER/DRYER #3 FIRE STA	07/31/13	232400	849.98-
COWBOY MALONEY'S ELECTRI Sum							849.98-
00001 CROWELL RODRICK	TRAVEL RIEMB	00135317	12007102	EXPNS HAZMAT TECH AT MSFA	07/31/13	232401	266.01-
CROWELL RODRICK Sum							266.01-
00001 DATALINE ASSOCIATES	PCM25624	00134605	12006884	PRINTER SUPP INFO TECH	07/31/13	232405	3,910.84-
DATALINE ASSOCIATES Sum							3,910.84-
00001 DAVIS VETERINARY HOSPITA	106545	00135126	12006955	SERVS-TOMMY-POLICE K-9	07/31/13	232406	164.20-
DAVIS VETERINARY HOSPITA Sum							164.20-
00001 DILLARDS DEPARTMENT STOR	P9336005M00X	00134516	12006950	CLOTH ALLOW-ROCKHOLD-POLICE	07/31/13	232408	379.54-
00001 DILLARDS DEPARTMENT STOR	P9336005M00X	00134537	12006951	CLOTH ALLOW-RICHARDSON-POLICE	07/31/13	232408	392.37-
00001 DILLARDS DEPARTMENT STOR	P9336005M00X	00134537	12006953	CLOTH ALLOW-RICHARDSON-POLICE	07/31/13	232408	90.99-
DILLARDS DEPARTMENT STOR Sum							862.90-
00001 EATON, ALVIN K	07/13	02013634	12006981	ESTABLISH PETTY CASH	07/24/13	17921	900.00-
EATON, ALVIN K Sum							900.00-
00001 ECO-SYSTEMS INC	00130503	00135186	12007027	SRVS 6/13 AMEN CORNER DRNGE	07/31/13	232417	1,750.00-
00001 ECO-SYSTEMS INC	00130502	00135195	12007028	SRVS 6/13 GORDON CRK BANK	07/31/13	232417	2,700.00-
ECO-SYSTEMS INC Sum							4,450.00-
00001 ECONOMY SUPPLY CO	195675	00135075	12006907	POLY ROPE TRAFFIC DEPT	07/31/13	232418	49.90-
00001 ECONOMY SUPPLY CO	195206	00134753	12006910	BOLT CUTTERS STREET DEPT	07/31/13	232418	192.85-
00001 ECONOMY SUPPLY CO	195522	00134810	12006934	MAP FRAME MATLS ACTION CENTER	07/31/13	232418	19.82-
00001 ECONOMY SUPPLY CO	194798	00134656	12007018	DOORS TRAFF/CONSTR OFFICE	07/31/13	232418	1,112.26-
ECONOMY SUPPLY CO Sum							1,374.83-
00001 ELLARD, ANDREW	TRAVEL REIMB	00135315	12007101	EXPNS MML CONF BILOXI	07/31/13	232420	67.92-
ELLARD, ANDREW Sum							67.92-
00001 EMERGENCY VETS	24312	00135130	12006968	EUTHANASIA SERVS ANIMAL CNTRL	07/31/13	232421	27.00-
EMERGENCY VETS Sum							27.00-
00001 EVERETT, CONNIE	TRAVEL REIMB	00135339	12007114	EXPNS MML CONF BILOXI	07/31/13	232425	138.43-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING JULY 31, 2013

Page 6
Date - 07/30/13

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 GALL'S INC	000809088	00134525	12007086	BINOCULARS MILLER/MCLAURIN	07/31/13	232442	200.60-
GALL'S INC Sum							200.60-
00001 GILKEY ELECTRIC SUPPLY C	247118	00134944	12006964	ELEC SUPP ACDMY STORAGE BLDG	07/31/13	232444	129.86-
00001 GILKEY ELECTRIC SUPPLY C	247211	00135019	12006967	A/C ELEC SUPP CONSTR STOCK	07/31/13	232444	197.05-
GILKEY ELECTRIC SUPPLY C Sum							326.91-
00001 GRAINGER	9192142173	00134921	12006963	GROUND TESTERS HAZMAT RSPNSES	07/31/13	232447	1,345.38-
GRAINGER Sum							1,345.38-
00001 H'BURG COCA COLA BOTTLIN	56102074210	00134845	12006983	BOTTLED WATER COUNCIL OFFICE	07/31/13	232454	35.00-
H'BURG COCA COLA BOTTLIN Sum							35.00-
00001 HALL, PATTY H	PO#135129 7/	00135129	12006947	HANGING RODS FOR ART DISPLAYS	07/31/13	232456	254.96-
HALL, PATTY H Sum							254.96-
00001 HOLMES, DEREK	TRAVEL OVERP	00135014	12006937	TRAV OVRPYMT REIMB RCPT 54104	07/31/13	232460	26.15-
HOLMES, DEREK Sum							26.15-
00001 HOOD, CHINIKA	TRAVEL REIMB	00135344	12007113	EXPNS MML CONF BILOXI	07/31/13	232461	125.18-
HOOD, CHINIKA Sum							125.18-
00001 INDOFF INC	2307821	00134781	12006888	CORDLESS PHONE #2 FIRE STA	07/31/13	232465	48.99-
00001 INDOFF INC	2309077	00134846	12006940	JANIT SUPP FIRE DEPT	07/31/13	232465	832.44-
00001 INDOFF INC	2309748	00134902	12006962	JANIT SUPP P/F ACADEMY	07/31/13	232465	354.95-
00001 INDOFF INC	2310915	00135018	12007062	JANIT SUPP P/F ACADEMY	07/31/13	232465	187.37-
00001 INDOFF INC	2310855	00135013	12007073	JANIT SUPP PUBLIC WORKS	07/31/13	232465	325.42-
00001 INDOFF INC	2312425	00135082	12007093	OFFICE SUPP P/F ACADEMY	07/31/13	232465	123.27-
00001 INDOFF INC	2311561	00134328	12007095	DOOR HANGERS FIRE PREVENTION	07/31/13	232465	241.54-
INDOFF INC Sum							2,113.98-
00001 INGRAM EQUIPMENT CO LLC	0018038-IN	00134772	12007030	REPR PTS SANIT STOCK	07/31/13	232467	312.18-
INGRAM EQUIPMENT CO LLC Sum							312.18-
00001 INTAPOL INDUSTRIES, INC	0196326-IN	00134887	12006954	M/C HELMETS MORRIS/GRANT	07/31/13	232468	420.97-
INTAPOL INDUSTRIES, INC Sum							420.97-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING JULY 31, 2013

Page 7
Date - 07/30/13

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 INTERFACE SECURITY SYSTE	16858814	00135162	12007034	SECURITY 8/13 HILND CEMETERY	07/31/13	232469	31.45-
INTERFACE SECURITY SYSTE Sum							31.45-
00001 INTL CODE COUNCIL (BOOKS	INV0302489	00134682	12006889	FIRE CODE BOOK	07/31/13	232470	86.50-
INTL CODE COUNCIL (BOOKS Sum							86.50-
00001 IRBY, STUART C CO	S007662120.0	00134725	12006895	ELEC SUPP-LIGHTS-CITY HALL	07/31/13	232471	74.24-
00001 IRBY, STUART C CO	S007672574.0	00134859	12006897	LIGHT BULBS POLICE DEPT	07/31/13	232471	71.64-
00001 IRBY, STUART C CO	S007674687.0	00134849	12006904	ELEC SUPP-LIGHTS #4 FIRE STA	07/31/13	232471	115.72-
00001 IRBY, STUART C CO	S007568267.0	00133541	12007016	SIGN HANGING MATLS-D/T POLES	07/31/13	232471	848.00-
IRBY, STUART C CO Sum							1,109.60-
00001 JOHNNY'S WRECKER SERVICE	22308	00135080	12006965	TOWING U#11353 FIRE DEPT	07/31/13	232473	300.00-
00001 JOHNNY'S WRECKER SERVICE	21877	00134376	12007031	TOWING U#17721 SANIT	07/31/13	232473	250.00-
00001 JOHNNY'S WRECKER SERVICE	22385	00134977	12007033	TOWING U#17731 SANIT	07/31/13	232473	200.00-
00001 JOHNNY'S WRECKER SERVICE	22399	00135116	12007098	TOWING U#17729 SANIT	07/31/13	232473	600.00-
JOHNNY'S WRECKER SERVICE Sum							1,350.00-
00001 KONE INC (MONTGOMERY KON	221229142	00135124	12006948	MAINT 7/13-9/13 CITY HALL	07/31/13	232486	1,068.36-
KONE INC (MONTGOMERY KON Sum							1,068.36-
00001 KRONOS INCORPORATED	10771815	00132169	12006924	SRVS TIME/ATTEND SOFTWARE	07/31/13	232487	2,000.00-
00001 KRONOS INCORPORATED	10772096	00132169	12006925	SRVS TIME/ATTEND SOFTWARE	07/31/13	232487	2,400.00-
00001 KRONOS INCORPORATED	10774362	00132169	12006926	SRVS TIME/ATTEND SOFTWARE	07/31/13	232487	23,324.00-
KRONOS INCORPORATED Sum							27,724.00-
00001 LANCASTER'S MACHINE & WE	21309	00134528	12006943	REPRS U#16009 STREET DEPT	07/31/13	232490	248.00-
00001 LANCASTER'S MACHINE & WE	21305	00134529	12006944	REPRS U#16008 STREET DEPT	07/31/13	232490	293.00-
LANCASTER'S MACHINE & WE Sum							541.00-
00001 LEXISNEXIS RISK DATA MAN	1127340-2013	00135163	12007000	ONLINE SEARCHES 3/13 POLICE	07/31/13	232494	50.00-
LEXISNEXIS RISK DATA MAN Sum							50.00-
00001 MCDONALD, RODNEY O	07092013-3	00135185	12006986	INAUGURATION CEREMONY VIDEO	07/31/13	232500	225.00-
MCDONALD, RODNEY O Sum							225.00-
00001 MCELHANEY PLUMBING INC	209714	00134963	12006919	PLUMB SUPP CONST/TRAFF OFFICE	07/31/13	232501	122.38-
MCELHANEY PLUMBING INC							

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING JULY 31, 2013

Page 8
Date - 07/30/13

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum							122.38-
00001 MCMULLAN EQUIPMENT CO	149097P	00134995	12006890	REPR PTS U#14694 FIRE DEPT	07/31/13	232504	258.75-
00001 MCMULLAN EQUIPMENT CO	149219P	00135224	12007048	REPR PTS U#14701 FIRE DEPT	07/31/13	232504	262.50-
MCMULLAN EQUIPMENT CO							
Sum							521.25-
00001 MEANS, CHRISTOPHER (REFU MUNICIPAL CO	02013637	12007052	MUNICIPAL COURT REFUND		07/31/13	232506	154.50-
MEANS, CHRISTOPHER (REFU							
Sum							154.50-
00001 MERCHANTS CO. FOOD SERVI DAMAGE DEP R	02013649	12007078	DAMAGE DEPOSIT REFUND		07/31/13	232507	400.00-
MERCHANTS CO. FOOD SERVI							
Sum							400.00-
00001 MIKE'S TIRE & WHEEL CO	2168639	00135046	12006909	REPRS U#10810 TRAFFIC DEPT	07/31/13	232508	1,108.03-
00001 MIKE'S TIRE & WHEEL CO	6000728	00134308	12007022	TUBES U#8249 STREET DEPT	07/31/13	232508	106.70-
MIKE'S TIRE & WHEEL CO							
Sum							1,214.73-
00001 MOTORCYCLE GEAR	104	00134959	12006885	MTRCYCLE FENDER POLICE DEPT	07/31/13	232512	535.53-
00001 MOTORCYCLE GEAR	PO#135228 7/	00135228	12007060	CLUTCH REPR U#19111 POLICE	07/31/13	232512	378.85-
MOTORCYCLE GEAR							
Sum							914.38-
00001 MOTOROLA CUSTOMER CONNEC	13967790	00134435	12006902	NEW PORTABLE RADIOS	07/31/13	232513	321,997.50-
MOTOROLA CUSTOMER CONNEC							
Sum							321,997.50-
00001 MS GRASS NURSERY	24304	00132728	12006970	GRASS SOD-CEMETERY GRAVES	07/31/13	232515	95.00-
00001 MS GRASS NURSERY	24315	00132728	12006971	GRASS SOD CEMETERY GRAVES	07/31/13	232515	95.00-
00001 MS GRASS NURSERY	24429	00132728	12006972	GRASS SOD CEMETERY GRAVES	07/31/13	232515	95.00-
00001 MS GRASS NURSERY	24558	00132728	12006973	GRASS SOD CEMETERY GRAVES	07/31/13	232515	95.00-
00001 MS GRASS NURSERY	24636	00132728	12006974	GRASS SOD CEMETERY GRAVES	07/31/13	232515	95.00-
MS GRASS NURSERY							
Sum							475.00-
00001 MS POWER COMPANY	7/13 GENERAL	00201320	12007051	MNTHLY ELEC-GENERAL	07/31/13	232516	94,840.61-
MS POWER COMPANY							
Sum							94,840.61-
00001 MS STATE/EMP SECURITY CO	9200131000 G	00135269	12007056	UNEMP BENEFITS 4/13-6/13	07/31/13	232517	1,106.60-
MS STATE/EMP SECURITY CO							
Sum							1,106.60-
00001 MYERS, EDGAR R	TRAVEL REIMB	00135340	12007115	EXPNS MML CONF BILOXI	07/31/13	232520	101.70-
MYERS, EDGAR R							

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING JULY 31, 2013

Page 9
Date - 07/30/13

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum							101.70-
00001 N & H ELECTRONIC DISTRIB	118699	00135050	12006941	ELEC SUPP TRAFFIC OFFICE	07/31/13	232521	98.46-
N & H ELECTRONIC DISTRIB							98.46-
Sum							98.46-
00001 NAPA AUTO PARTS	492873	00135007	12006891	FIRE MECHANIC SHOP SUPPLIES	07/31/13	232522	71.51-
00001 NAPA AUTO PARTS	493008	00135078	12006905	REPR PTS U#18557 FIRE DEPT	07/31/13	232522	31.99-
00001 NAPA AUTO PARTS	493009	00135079	12006906	ADDL AMT DUE PO#135078	07/31/13	232522	31.99-
00001 NAPA AUTO PARTS	493179	00135168	12007011	MECHANIC SHOP SUPP FIRE DEPT	07/31/13	232522	147.82-
NAPA AUTO PARTS							283.31-
Sum							283.31-
00001 NEEL-SCHAFFER INC	1011685	00135197	12007024	SRVS 6/13 STORMWATER YEAR II	07/31/13	232524	1,150.00-
NEEL-SCHAFFER INC							1,150.00-
Sum							1,150.00-
00001 NEWELL PAPER COMPANY	567261	00134869	12006987	JANIT SUPP POLICE DEPT	07/31/13	232525	1,565.40-
00001 NEWELL PAPER COMPANY	47029	00134869	12007035	CREDIT	07/31/13	232525	55.00
00001 NEWELL PAPER COMPANY	46896	00133512	12007036	CREDIT	07/31/13	232525	423.92
00001 NEWELL PAPER COMPANY	567408	00135042	12007072	OIL DRY-SHOP	07/31/13	232525	316.50-
NEWELL PAPER COMPANY							1,402.98-
Sum							1,402.98-
00001 OFFICE DEPOT INC	1591817651	00134783	12006946	OFFICE SUPP INFO TECH	07/31/13	232528	323.01-
OFFICE DEPOT INC							323.01-
Sum							323.01-
00001 PEARL RIVER VALLEY EPA (	7/13 GENERAL	00201320	12007077	MNTHLY 7/13 PUBLIC SERVICES	07/31/13	232532	17.19-
PEARL RIVER VALLEY EPA (							17.19-
Sum							17.19-
00001 PINE BELT OIL COMPANY IN	1012542	00134961	12006933	WEEKLY GAS,DIESEL PUB WORKS	07/31/13	232537	26,022.62-
00001 PINE BELT OIL COMPANY IN	1012538	00135148	12007039	WEEKLY GASOLINE PUBLIC WORKS	07/31/13	232537	18,379.84-
00001 PINE BELT OIL COMPANY IN	1012225	00135148	12007040	WEEKLY DIESEL PUBLIC WORKS	07/31/13	232537	14,479.13-
00001 PINE BELT OIL COMPANY IN	703446	00135266	12007099	MOTOR OIL CEM/FORESTRY SHOP	07/31/13	232537	604.40-
PINE BELT OIL COMPANY IN							59,485.99-
Sum							59,485.99-
00001 PITNEY BOWES INC-METER R	0988915-JN13	00135125	12006949	QTR MAIL MACHINE LEASE	07/31/13	232538	1,566.00-
PITNEY BOWES INC-METER R							1,566.00-
Sum							1,566.00-
00001 POWELL CONSTRUCTION SERV	0725	00135308	12007105	SIGNAL REPR 7TH/BOUIE	07/31/13	232539	7,105.00-
POWELL CONSTRUCTION SERV							7,105.00-
Sum							7,105.00-
00001 PRESLEY, PAUL E	TRAVEL REIMB	00135303	12007103	EXPNS MML CONF BILOXI	07/31/13	232541	39.07-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING JULY 31, 2013

Page 10
Date - 07/30/13

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
PRESLEY, PAUL E Sum							39.07-
00001 PUCKETT RENTS	401962-0001	00134760	12007071	CONCRETE MIXER STREET DEPT	07/31/13	232543	3,006.55-
PUCKETT RENTS Sum							3,006.55-
00001 QUALITY ELECTRIC COMPANY	3663	00133105	12006918	ELEC SUPP-SHOP	07/31/13	232546	334.80-
00001 QUALITY ELECTRIC COMPANY	3723	00135183	12007029	ELEC SUPP SANIT STOCK	07/31/13	232546	190.80-
QUALITY ELECTRIC COMPANY Sum							525.60-
00001 R & D FOODS (BAD CHECK R S FILLINGAME	02013636	12007054	MERCHANT FEE & FINE	07/31/13	232547		26.60-
R & D FOODS (BAD CHECK R Sum							26.60-
00001 RJ YOUNG COMPANY	352686	00135158	12007008	COPIER 6/28-7/28 POLICE DEPT	07/31/13	232552	518.00-
00001 RJ YOUNG COMPANY	352558	00135152	12007013	COPIER 6/28-7/28 FIRE DEPT	07/31/13	232552	196.00-
RJ YOUNG COMPANY Sum							714.00-
00001 SCHOOL OUTFITTERS	INV11210905	00135103	12007061	DOCUMENT CAMERAS ACDMY ROOMS	07/31/13	232555	2,085.00-
SCHOOL OUTFITTERS Sum							2,085.00-
00001 SHERWIN-WILLIAMS COMPANY	2671-5	00134465	12006892	BLDG MATLS SHOP OFFICE RENOVA	07/31/13	232558	68.84-
00001 SHERWIN-WILLIAMS COMPANY	6202-3	00134465	12006893	BLDG MATLS SHOP OFFICE RENOVA	07/31/13	232558	178.00-
SHERWIN-WILLIAMS COMPANY Sum							246.84-
00001 SIMS, RANDY	TRAVEL REIMB	00135318	12007104	EXPNS ROPE RESCUE CLASSES	07/31/13	232559	76.38-
SIMS, RANDY Sum							76.38-
00001 SOLAR SUPPLY INC	3445235	00134941	12007069	ELEC SUPP CONSTR/TRAFF OFFICE	07/31/13	232561	52.40-
00001 SOLAR SUPPLY INC	3445348	00135043	12007070	A/C REPR PTS CONST/TRAFF OFFC	07/31/13	232561	49.56-
00001 SOLAR SUPPLY INC	3445638	00135255	12007109	A/C REPR SUPP POLICE DEPT	07/31/13	232561	720.20-
SOLAR SUPPLY INC Sum							822.16-
00001 SOUTHERN FINANCIAL SYSTE	CMCHAT 5/15/	02013624	12006927	PPOLICE FINES COLL.FEE	07/31/13	232562	392.01-
00001 SOUTHERN FINANCIAL SYSTE	CMCHAT 6/3/1	02013625	12006928	POLICE FINES COLL.FEE	07/31/13	232562	738.63-
00001 SOUTHERN FINANCIAL SYSTE	CMCHAT 6/17/	02013626	12006929	POLICE FINES COLL.FEE	07/31/13	232562	203.63-
00001 SOUTHERN FINANCIAL SYSTE	CMCHAT2 5/15	02013627	12006930	POLICE FINES COLL.FEE	07/31/13	232562	932.27-
00001 SOUTHERN FINANCIAL SYSTE	CMCHAT2 6/3/	02013628	12006931	POLICE FINES COLL.FEE	07/31/13	232562	3,163.51-
00001 SOUTHERN FINANCIAL SYSTE	CMCHAT2 6/17	02013629	12006932	POLICE FINES COLL.FEE	07/31/13	232562	2,216.94-
00001 SOUTHERN FINANCIAL SYSTE	CMCHAT2 7/2/	02013638	12007049	POLICE FINES COLL.FEE	07/31/13	232562	2,915.63-
00001 SOUTHERN FINANCIAL SYSTE	CMCHAT 7/2/1	02013639	12007050	POLICE FINES COLL.FEE	07/31/13	232562	79.00-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING JULY 31, 2013

Page 11
Date - 07/30/13

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
SOUTHERN FINANCIAL SYSTE Sum							10,641.62-
00001 SOUTHERN PINE ELECTRIC P 7/13 GENERAL	00201320	12006980	MNTHLY 7/13	PUBLIC SERVICES	07/31/13	232563	62.78-
SOUTHERN PINE ELECTRIC P Sum							62.78-
00001 SOUTHERN PIPE & SUPPLY C 6816363-00	00135115	12007094	A/C COOLANT FIRE	ADM OFFICE	07/31/13	232564	349.95-
SOUTHERN PIPE & SUPPLY C Sum							349.95-
00001 SOUTHERN TRACTOR (H'BURG 4464123	00134761	12006915	REPR PTS U#16201	STREET	07/31/13	232566	267.91-
SOUTHERN TRACTOR (H'BURG Sum							267.91-
00001 SOUTHGROUP (GALEY)	HATTIES-02 2	00135233	12007043	PROPERTY INSURANCE RNWL	07/31/13	232567	8,891.00-
00001 SOUTHGROUP (GALEY)	HATTIES-02 2	00135233	12007044	PROPERTY INSURANCE RENEWAL	07/31/13	232567	223,266.62-
SOUTHGROUP (GALEY) Sum							232,157.62-
00001 SOUTHGROUP (HATTIESBURG	HATTIES-02 2	00135246	12007058	AVIATION POLICY RENEWAL	07/31/13	232568	1,285.00-
SOUTHGROUP (HATTIESBURG Sum							1,285.00-
00001 SOUTHGROUP (MONTAGUE,SIG 17617 17657	00135245	12007057	GENERAL LIABILITY INS	RNVL	07/31/13	232569	1,716.01-
SOUTHGROUP (MONTAGUE,SIG Sum							1,716.01-
00001 SPEEDY PRINTING & SIGNS 18262	00134752	12006911	NO FIREARMS SIGNS	STREET BLDG	07/31/13	232570	499.00-
SPEEDY PRINTING & SIGNS Sum							499.00-
00001 STANDARD OFFICE SUPPLY C 0036017-001	00134600	12006936	FILE CABINET POLICE	DISPATCH	07/31/13	232571	189.78-
00001 STANDARD OFFICE SUPPLY C 0036496-001	00135069	12006985	BUSINESS CARD PAPER	INFO TECH	07/31/13	232571	130.00-
00001 STANDARD OFFICE SUPPLY C 0036641-001	00134900	12007055	ENVELOPES FOR JAIL	PROPERTY	07/31/13	232571	392.63-
00001 STANDARD OFFICE SUPPLY C 0036643-001	00134918	12007059	ENVELOPES-POLICE	DEPT	07/31/13	232571	777.36-
STANDARD OFFICE SUPPLY C Sum							1,489.77-
00001 TAYLOR TOWING	PO#135164 7/	00135164	12007007	TOWING CRIME SCENE VEHICLE	07/31/13	232575	150.00-
TAYLOR TOWING Sum							150.00-
00001 TEMPLE INC	INV0123216	00134342	12007017	SIGN BRACKETS TRAFFIC DEPT	07/31/13	232576	655.24-
00001 TEMPLE INC	INV0122781	00132749	12007064	SIGNAL EQUIP TORNADO DAMAGE	07/31/13	232576	7,025.00-
00001 TEMPLE INC	INV0122794	00132749	12007065	SIGNAL EQUIP TORNADO DAMAGE	07/31/13	232576	6,519.00-
00001 TEMPLE INC	INV0123104	00132806	12007066	SIGNAL EQUIP TORNADO DAMAGE	07/31/13	232576	32,706.00-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING JULY 31, 2013

Page 12
Date - 07/30/13

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 TEMPLE INC	INV0122781	F 00135259	12007067	FREIGHT CHGS PO#132749	07/31/13	232576	89.01-
00001 TEMPLE INC	INV0123104	F 00135259	12007068	FREIGHT CHGS PO#132806	07/31/13	232576	285.87-
TEMPLE INC Sum							47,280.12-
00001 THOMPSON, ASHTON	TRAV ADVANCE	00135213	12007045	TRAV ADV-VICTIMS CONF OHIO	07/31/13	232580	401.00-
THOMPSON, ASHTON Sum							401.00-
00001 TRIPLE J CONSTRUCTION	0122 912 ATL	00134229	12007014	ASBESTOS RMVL 912 ATLANTA	07/31/13	232582	1,500.00-
00001 TRIPLE J CONSTRUCTION	0122 1010 GE	00134229	12007015	ASBESTOS RMVL 1010 GENEVA	07/31/13	232582	1,500.00-
TRIPLE J CONSTRUCTION Sum							3,000.00-
00001 TRUCKPRO INC	039-0528864	00134103	12007032	REPR PTS U#17721 SANIT	07/31/13	232585	450.87-
TRUCKPRO INC Sum							450.87-
00001 TRUSTMARK BUSINESS CARD	3018 DUPREE	00135295	12007085	WASHINGTON 6/27-28 YTH COUNCL	07/31/13	232587	137.45-
TRUSTMARK BUSINESS CARD Sum							137.45-
00001 U S GEOLOGICAL SURVEY	90183486	00135192	12007025	FLOOD MONITORING BOUIE RIVER	07/31/13	232588	5,585.00-
U S GEOLOGICAL SURVEY Sum							5,585.00-
00001 UNDERWOOD, VERLINA	MILEAGE 7/14	00135210	12007042	SPEAKER MBC-LEO CONF BILOXI	07/31/13	232589	91.53-
UNDERWOOD, VERLINA Sum							91.53-
00001 UNDERWOOD'S SMALL ENGINE	45513	00135017	12007063	MOWER REPR PTS P/F ACADEMY	07/31/13	232590	59.90-
UNDERWOOD'S SMALL ENGINE Sum							59.90-
00001 UNITED PARCEL SERVICE IN	00008E1Y1528	00135127	12006956	SERVS 7/5/13 POLICE	07/31/13	232591	23.56-
UNITED PARCEL SERVICE IN Sum							23.56-
00001 VAUGHN WILSON PHOTOGRAPH	PO#134330 7/	00134330	12006900	PHOTO-CAPTAIN FONTAINE	07/31/13	232595	50.00-
00001 VAUGHN WILSON PHOTOGRAPH	PO#134480 7/	00134480	12006901	PHOTO-CAPTAIN FONTAINE	07/31/13	232595	50.00-
VAUGHN WILSON PHOTOGRAPH Sum							100.00-
00001 VERMEER SALES & SERVICE	00283439	00134773	12006894	WOOD CHIPPER REPR PTS	07/31/13	232598	157.12-
VERMEER SALES & SERVICE Sum							157.12-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING JULY 31, 2013

Page - 13
Date - 07/30/13

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 WAL-MART STORES INC	000500	00134168	12006975	SUPP/EQUIP-SHOP	07/31/13	232601	189.94-
00001 WAL-MART STORES INC	009602	00134492	12006976	SUPP/EQUIP HAZMAT/RESPONSE	07/31/13	232601	21.74-
00001 WAL-MART STORES INC	004391	00134492	12006977	SUPP/EQUIP HAZMAT/RESPONSE	07/31/13	232601	939.88-
00001 WAL-MART STORES INC	006855	00134492	12006978	CREDIT RETURN	07/31/13	232601	95.23
00001 WAL-MART STORES INC	007767	00134492	12006979	SUPP/EQUIP HAZMAT/RESPONSE	07/31/13	232601	304.65-
WAL-MART STORES INC Sum							1,360.98-
00001 WALTERS, CHIQUITA	TRAV ADVANCE	00135212	12007046	TRAV ADV-VICTIMS CONF OHIO	07/31/13	232604	401.00-
WALTERS, CHIQUITA Sum							401.00-
00001 WATCH GUARD VIDEO	SRINV0007232	00135133	12006957	CAMERA REPR POLICE DEPT	07/31/13	232606	369.00-
00001 WATCH GUARD VIDEO	SRINV0007231	00135133	12006958	CAMERA REPR POLICE DEPT	07/31/13	232606	240.00-
00001 WATCH GUARD VIDEO	SRINV0007230	00135133	12006959	CAMERA REPR POLICE DEPT	07/31/13	232606	81.00-
00001 WATCH GUARD VIDEO	SRINV0007229	00135133	12006960	CAMERA REPR POLICE DEPT	07/31/13	232606	260.00-
00001 WATCH GUARD VIDEO	SRINV0007240	00135133	12006961	CAMERA REPR POLICE DEPT	07/31/13	232606	280.00-
00001 WATCH GUARD VIDEO	SRINV0007254	00135157	12007002	CAMERA REPR POLICE DEPT	07/31/13	232606	101.00-
00001 WATCH GUARD VIDEO	SRINV0007255	00135157	12007003	CAMERA REPR POLICE DEPT	07/31/13	232606	260.00-
00001 WATCH GUARD VIDEO	SRINV0007256	00135157	12007004	CAMERA REPR POLICE DEPT	07/31/13	232606	260.00-
00001 WATCH GUARD VIDEO	SRINV0007266	00135157	12007005	CAMERA REPR POLICE DEPT	07/31/13	232606	81.00-
00001 WATCH GUARD VIDEO	SRINV0007268	00135157	12007006	CAMERA REPR POLICE DEPT	07/31/13	232606	240.00-
WATCH GUARD VIDEO Sum							2,172.00-
00001 WATTS BROTHERS TRACTOR C 149306		00134998	12007074	REPR PTS AIRPORT BUSHHOG	07/31/13	232607	292.54-
WATTS BROTHERS TRACTOR C Sum							292.54-
00001 WILLMUT GAS & OIL COMPAN 7/13 GENERAL	00201320		12007038	MNTHLY GAS-GENERAL	07/31/13	232613	112.81-
WILLMUT GAS & OIL COMPAN Sum							112.81-
Sum							1,954,030.41-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING JULY 31, 2013

Page - 14
Date - 07/30/13

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
PARKS & RECREATION FUND							
00002 A & R FARM AND GARDEN	258564	00135214	12001968	HERBICIDE GRNDS MAINT	07/31/13	232331	260.00-
A & R FARM AND GARDEN							
Sum							260.00-
00002 ALL SOUTH PORTABLE SANIT	11366	00132700	12001964	PORTALETTS TOWN SQ PARK 6/13	07/31/13	232337	150.00-
00002 ALL SOUTH PORTABLE SANIT	11569	00132700	12001965	PORTALETTS TOWN SQ PARK 7/13	07/31/13	232337	150.00-
ALL SOUTH PORTABLE SANIT							
Sum							300.00-
00002 ALLEN, MATT	OFFICIAL 7/1	02013646	12002023	OFFICIAL-ADULT SOFTBALL	07/31/13	232339	204.00-
ALLEN, MATT							
Sum							204.00-
00002 AUTO ARMATURE SERVICE IN 9345		00135114	12001956	ALTERNATOR U#8647 GRNDS MNT	07/31/13	232345	139.95-
AUTO ARMATURE SERVICE IN							
Sum							139.95-
00002 BELL, DEVON	OFFICIAL 7/1	02013646	12001982	OFFICIAL-ADULT SOFTBALL	07/31/13	232352	255.00-
BELL, DEVON							
Sum							255.00-
00002 BETTS, SHERMAN	OFFICIAL 7/1	02013646	12001983	OFFICIAL-SOFTBALL	07/31/13	232356	408.00-
BETTS, SHERMAN							
Sum							408.00-
00002 BOND, MARK	OFFICIAL 7/1	02013646	12001984	OFFICIAL-ADULT SOFTBALL	07/31/13	232363	158.00-
BOND, MARK							
Sum							158.00-
00002 BRACKMAN MOWER WAREHOUSE	0121907	00134973	12001950	WEEDEATER STRING	07/31/13	232368	164.95-
00002 BRACKMAN MOWER WAREHOUSE	Q121973	00134826	12001951	MOWER DECK LIFTS	07/31/13	232368	738.00-
00002 BRACKMAN MOWER WAREHOUSE	IN0122177	00135119	12001957	MOWER REPR PTS	07/31/13	232368	42.49-
00002 BRACKMAN MOWER WAREHOUSE	0122266	00135230	12001969	LUBRICANTS GRNDS MAINT	07/31/13	232368	118.00-
00002 BRACKMAN MOWER WAREHOUSE	IN0122268	00135177	12001972	REPRS U#16978 GRNDS MAINT	07/31/13	232368	536.79-
00002 BRACKMAN MOWER WAREHOUSE	IN0122267	00135178	12001973	REPRS U#17714 GRNDS MAINT	07/31/13	232368	661.86-
00002 BRACKMAN MOWER WAREHOUSE	IN0122269	00135179	12001974	REPRS U#17561 GRNDS MAINT	07/31/13	232368	766.03-
00002 BRACKMAN MOWER WAREHOUSE	IN0122270	00135191	12001975	REPRS U#15517 GRNDS MAINT	07/31/13	232368	317.82-
BRACKMAN MOWER WAREHOUSE							
Sum							3,345.94-
00002 BURKE, HOWARD	OFFICIAL 7/1	02013646	12001985	OFFICIAL-ADULT SOFTBALL	07/31/13	232375	136.00-
BURKE, HOWARD							
Sum							136.00-
00002 C SPIRE WIRELESS (CELLUL 06/23/13-07/	02013645	12001980	CELL SERV 6/13	PARKS & REC	07/31/13	232379	203.74-
C SPIRE WIRELESS (CELLUL							

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING JULY 31, 2013

Page - 15
Date - 07/30/13

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum							203.74-
00002 CARQUEST AUTO PARTS STOR	14758-9533	00134786	12001959	SWAY BAR KITS GRNDS MAINT	07/31/13	232384	12.84-
00002 CARQUEST AUTO PARTS STOR	14758-10181	00135226	12001970	LUBRICANTS GRNDS MAINT	07/31/13	232384	78.96-
CARQUEST AUTO PARTS STOR							
Sum							91.80-
00002 CITY OF HATTIESBURG FUND TRF 2ND 7/13	02013632	12001955	TRF 2ND 7/13	PAYROLL	07/24/13	36537	71,931.91-
CITY OF HATTIESBURG FUND							
Sum							71,931.91-
00002 CLEMTS HARDWARE	106562	00135072	12001962	TOOLS/GAS CANS/TIE STRAPS	07/31/13	232391	206.14-
00002 CLEMTS HARDWARE	106618	00135262	12001971	WATER COOLER GRNDS CREWS	07/31/13	232391	39.29-
CLEMTS HARDWARE							
Sum							245.43-
00002 COOLEY, NAKITA	SPORTS SERVS	02013647	12002003	SPORTS SUPPORT SERVICES	07/31/13	232397	112.00-
COOLEY, NAKITA							
Sum							112.00-
00002 CURTIS, GEORGE	SPORTS SERVS	02013647	12002004	SPORTS SUPPORT SERVICES	07/31/13	232402	84.00-
CURTIS, GEORGE							
Sum							84.00-
00002 CURTIS, MALCOLM	OFFICIAL 7/1	02013646	12001986	OFFICIAL-ADULT SOFTBALL	07/31/13	232403	170.00-
CURTIS, MALCOLM							
Sum							170.00-
00002 DAVIS, WARDELL	OFFICIAL 7/1	02013646	12001987	OFFICIAL-ADULT SOFTBALL	07/31/13	232407	374.00-
DAVIS, WARDELL							
Sum							374.00-
00002 DIXON, TIMOTHY	OFFICIAL 7/1	02013646	12001988	OFFICIAL-ADULT SOFTBALL	07/31/13	232411	204.00-
DIXON, TIMOTHY							
Sum							204.00-
00002 DUNAGIN PEST CONTROL(PRE	8647248	00135322	12002028	SENTRICON SERV GRNDS MAINT	07/31/13	232413	73.75-
00002 DUNAGIN PEST CONTROL(PRE	8751723	00135322	12002029	SENTRICON SERV GRNDS MAINT	07/31/13	232413	73.75-
00002 DUNAGIN PEST CONTROL(PRE	8751736	00135322	12002030	SENTRICON SERV TATUM SOFTBALL	07/31/13	232413	73.75-
DUNAGIN PEST CONTROL(PRE							
Sum							221.25-
00002 DUNCAN, KASHA	SPORTS SERVS	02013647	12002006	SPORTS SUPPORT SERVICES	07/31/13	232414	175.00-
DUNCAN, KASHA							
Sum							175.00-
00002 DUNMORE, JOHNATHAN	SPORTS SERVS	02013647	12002005	SPORTS SUPPORT SERVICES	07/31/13	232415	280.00-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING JULY 31, 2013

Page - 16
Date - 07/30/13

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
DUNMORE, JOHNATHAN Sum							280.00-
00002 EASTERLING, ISIAIAH (POLL	00002	02013646	12001989	OFFICIAL-ADULT SOFTBALL	07/31/13	232416	272.00-
EASTERLING, ISIAIAH (POLL Sum							272.00-
00002 ELKINS WHOLESALE INC	180279-00	00134969	12001949	JANIT SUPP GRNDS MAINT	07/31/13	232419	299.22-
00002 ELKINS WHOLESALE INC	180733-00	00135108	12001960	JANIT SUPP CHAIN PARK	07/31/13	232419	49.08-
00002 ELKINS WHOLESALE INC	181078-00	00135218	12001961	JANIT SUPP GRNDS MAINT	07/31/13	232419	450.16-
ELKINS WHOLESALE INC Sum							798.46-
00002 ESTERS, WILLARD (BUTCH)	00002	02013646	12001990	OFFICIAL-ADULT SOFTBALL	07/31/13	232423	204.00-
ESTERS, WILLARD (BUTCH) Sum							204.00-
00002 FAIRLEY, RAVEN	SPORTS SERV	02013647	12002007	SPORTS SUPPORT SERVICES	07/31/13	232427	280.00-
FAIRLEY, RAVEN Sum							280.00-
00002 FAIRLEY, WILLIAM (VASTON	00002	02013647	12002008	SPORTS SUPPORT SERVICES	07/31/13	232428	420.00-
FAIRLEY, WILLIAM (VASTON Sum							420.00-
00002 FERGUSON ENTERPRISES INC	1191049-1	00134420	12001948	WTR FOUNTAIN PTS EASTSIDE PARK	07/31/13	232431	5.40-
FERGUSON ENTERPRISES INC Sum							5.40-
00002 FOUNTAIN, JESSE	SPORTS SERV	02013647	12002009	SPORTS SUPPORT SERVICES	07/31/13	232438	210.00-
FOUNTAIN, JESSE Sum							210.00-
00002 GILKEY ELECTRIC SUPPLY C	247094	00134932	12001943	ELEC SUPP-LIGHTS-TATUM CONCSS	07/31/13	232444	173.64-
GILKEY ELECTRIC SUPPLY C Sum							173.64-
00002 GREEN FOREST NURSERY INC	20753	00134239	12001944	LANDSCAPE MATLS CHAIN PARK	07/31/13	232449	737.00-
GREEN FOREST NURSERY INC Sum							737.00-
00002 GRIFFIN, GABRIEL	OFFICIAL 7/1	02013646	12001991	OFFICIAL-ADULT SOFTBALL	07/31/13	232450	170.00-
GRIFFIN, GABRIEL Sum							170.00-
00002 H'BURG CONVENTION & VISI	E05640	00135278	12001979	CATERING SENIOR FAIR 2013	07/31/13	232455	2,472.99-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING JULY 31, 2013

Page 17
Date - 07/30/13

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
H'BURG CONVENTION & VISI Sum							2,472.99-
00002 HOSKINS, JAZAMINE	SPORTS SERVS	02013647	12002010	SPORTS SUPPORT SERVICES	07/31/13	232462	280.00-
HOSKINS, JAZAMINE Sum							280.00-
00002 J M H GRAPHICS	24869	00134916	12001952	T SHIRTS PARKS/REC EMPS	07/31/13	232472	429.68-
J M H GRAPHICS Sum							429.68-
00002 JONES, TERRY	SPORTS SERVS	02013647	12002011	SPORTS SUPPORT SERVICES	07/31/13	232475	210.00-
JONES, TERRY Sum							210.00-
00002 JORDAN, BRITTNI	SPORTS SERVS	02013647	12002012	SPORTS SUPPORT SERVICES	07/31/13	232476	224.00-
JORDAN, BRITTNI Sum							224.00-
00002 KETTLEY, ANNETTE	SPORTS SERVS	02013647	12002013	SPORTS SUPPORT SERVICES	07/31/13	232482	224.00-
KETTLEY, ANNETTE Sum							224.00-
00002 KEYS, MECHEKA	SPORTS SERVS	02013647	12002014	SPORTS SUPPORT SERVICES	07/31/13	232483	280.00-
KEYS, MECHEKA Sum							280.00-
00002 KIRKSEY, NANCY JONES	SPORTS SERVS	02013647	12002015	SPORTS SUPPORT SERVICES	07/31/13	232485	420.00-
KIRKSEY, NANCY JONES Sum							420.00-
00002 LANCASTER'S MACHINE & WE	21314	00135071	12001954	REPRS U#18597 GRNDS MAINT	07/31/13	232490	180.00-
00002 LANCASTER'S MACHINE & WE	21344	00135081	12001963	DUMPSTER REPR TATUM PARK	07/31/13	232490	890.00-
00002 LANCASTER'S MACHINE & WE	21352	00135274	12001978	DECK REPR U#15517	07/31/13	232490	90.00-
LANCASTER'S MACHINE & WE Sum							1,160.00-
00002 LOCKE, JACKIE W	OFFICIAL 7/1	02013646	12001992	OFFICIAL-ADULT SOFTBALL	07/31/13	232495	255.00-
LOCKE, JACKIE W Sum							255.00-
00002 MCMICKLE, JEFFREY L	SPORTS SERVS	02013647	12002016	SPORTS SUPPORT SERVICES	07/31/13	232503	98.00-
MCMICKLE, JEFFREY L Sum							98.00-
00002 MCNAIR, EVELENE	OFFICIAL 7/1	02013646	12001993	OFFICIAL-ADULT SOFTBALL	07/31/13	232505	425.00-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING JULY 31, 2013

Page 18
Date - 07/30/13

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
MCNAIR, EVELENE							
Sum							425.00-
00002 MIKE'S TIRE & WHEEL CO	2168610	00134822	12001953	TIRES U#13130 GRNDS MAINT	07/31/13	232508	363.90-
00002 MIKE'S TIRE & WHEEL CO	2168756	00135216	12001976	TRAILER TIRE REPAIR	07/31/13	232508	15.50-
00002 MIKE'S TIRE & WHEEL CO	2168764	00135225	12001977	MOWER TIRE U#17714	07/31/13	232508	122.36-
00002 MIKE'S TIRE & WHEEL CO	2168699	00135106	12002024	TIRE U#17714 GRNDS MAINT	07/31/13	232508	122.36-
00002 MIKE'S TIRE & WHEEL CO	2168708	00135132	12002025	TIRE U#16978 GRNDS MAINT	07/31/13	232508	89.67-
00002 MIKE'S TIRE & WHEEL CO	2168816	00135296	12002026	TIRE REPR U#17562 GRNDS MAINT	07/31/13	232508	31.16-
MIKE'S TIRE & WHEEL CO							
Sum							744.95-
00002 MILLER, CLIFF	OFFICIAL 7/1	02013646	12001994	OFFICIAL-ADULT SOFTBALL	07/31/13	232509	136.00-
MILLER, CLIFF							
Sum							136.00-
00002 MINGO, DEMYRON MANDELA	OFFICIAL 7/1	02013464	12001995	OFFICIAL-ADULT SOFTBALL	07/31/13	232511	255.00-
MINGO, DEMYRON MANDELA							
Sum							255.00-
00002 MS POWER COMPANY	7/13 PKS/REC	00201320	12001966	MNTHLY ELEC-PARKS & REC	07/31/13	232516	7,911.79-
MS POWER COMPANY							
Sum							7,911.79-
00002 MS STATE/EMP SECURITY CO	9200131000 P	00135269	12001967	UNEMP BENEFITS 4/13-6/13	07/31/13	232517	48.00
MS STATE/EMP SECURITY CO							
Sum							48.00
00002 NATL RECREATION & PARK A	13764 2013	00135045	12001946	2013 ANNUAL MBRSHIP DUES	07/31/13	232523	500.00-
NATL RECREATION & PARK A							
Sum							500.00-
00002 NEWELL PAPER COMPANY	567392	00134967	12001958	WASP SPRAY GRNDS MAINT	07/31/13	232525	144.00-
NEWELL PAPER COMPANY							
Sum							144.00-
00002 PATTERSON, ISIAH	OFFICIAL 7/1	02013646	12001996	OFFICIAL-ADULT SOFTBALL	07/31/13	232531	408.00-
PATTERSON, ISIAH							
Sum							408.00-
00002 PHILLIPS BARK PROCESSING	99723	00134714	12001941	MULCH H49/H11 INTERCHANGE	07/31/13	232533	1,410.00-
00002 PHILLIPS BARK PROCESSING	99771	00134714	12001942	MULCH H49/H11 INTERCHANGE	07/31/13	232533	1,410.00-
PHILLIPS BARK PROCESSING							
Sum							2,820.00-
00002 PIERCE PLUMBING INC	493793	00135176	12002027	UNCLOG DRAIN TATUM SB CNCESSN	07/31/13	232535	258.66-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING JULY 31, 2013

Page 21
Date - 07/30/13

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
PAYROLL FUND							
00006 ASSURANCE CREDIT CORP (G	3629	02013187	12000712	GARNISHMENT	07/26/13	17970	24.20-
ASSURANCE CREDIT CORP (G							24.20-
Sum							
00006 AUTOMATED COLLECTION SER	5257	02013187	12000702	GARNISHMENT	07/26/13	17960	151.26-
AUTOMATED COLLECTION SER							151.26-
Sum							
00006 CHILD SUPPORT ENFORCEMEN	3871	02013188	12000676	CHILD SUPPORT	07/25/13	17935	200.00-
CHILD SUPPORT ENFORCEMEN							200.00-
Sum							
00006 CONVILLE & CONVILLE PLLC	5838	02013187	12000691	GARNISHMENT	07/26/13	17950	237.20-
CONVILLE & CONVILLE PLLC							237.20-
Sum							
00006 FAMILY SUPPORT PAYMENT C	9865	02013188	12000679	CHILD SUPPORT	07/25/13	17938	1,005.73-
FAMILY SUPPORT PAYMENT C							1,005.73-
Sum							
00006 FIRST HERITAGE CREDIT (G	9891	02013187	12000703	GARNISHMENT	07/26/13	17961	41.62-
FIRST HERITAGE CREDIT (G							41.62-
Sum							
00006 FORREST CTY CHANCERY COU	07/2013	02013185	12000670	CHILD SUPPORT	07/24/13	17930	967.00-
FORREST CTY CHANCERY COU							967.00-
Sum							
00006 FORREST CTY CIRCUIT COUR	8772	02013187	12000711	GARNISHMENT	07/26/13	17969	407.40-
FORREST CTY CIRCUIT COUR							407.40-
Sum							
00006 GAYLE SMITH	4645	02013188	12000680	CHILD SUPPORT	07/25/13	17939	302.38-
GAYLE SMITH							302.38-
Sum							
00006 GREAT LAKES HIGHER EDUCA	7856	02013187	12000696	GARNISHMENT	07/26/13	17955	169.32-
GREAT LAKES HIGHER EDUCA							169.32-
Sum							
00006 GREAT LAKES HIGHER EDUCA	1583	02013187	12000695	GARNISHMENT	07/26/13	17954	181.90-
GREAT LAKES HIGHER EDUCA							181.90-
Sum							
00006 H F S RECOVERY (GARN)	5621,0906	02013187	12000700	GARNISHMENT	07/26/13	17958	484.60-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING JULY 31, 2013

Page 22
Date - 07/30/13

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
H F S RECOVERY (GARN) Sum							484.60-
00006 HENLEY, LOTTERHOS & HENL	9998,5994,76	02013187	12000692	GARNISHMENT	07/26/13	17951	435.23-
HENLEY, LOTTERHOS & HENL Sum							435.23-
00006 INTERNAL REVENUE SERVICE	2081	02013184	12000688	GARNISHMENT	07/25/13	17947	100.00-
00006 INTERNAL REVENUE SERVICE	9245	02013184	12000689	GARNISHMENT	07/25/13	17948	50.00-
INTERNAL REVENUE SERVICE Sum							150.00-
00006 INTERNAL REVENUE SERVICE	9998	02013184	12000683	GARNISHMENT	07/25/13	17942	50.00-
00006 INTERNAL REVENUE SERVICE	2753	02013184	12000684	GARNISHMENT	07/25/13	17943	100.00-
00006 INTERNAL REVENUE SERVICE	0579	02013184	12000685	GARNISHMENT	07/25/13	17944	100.00-
00006 INTERNAL REVENUE SERVICE	6062	02013184	12000686	GARNISHMENT	07/25/13	17945	100.00-
00006 INTERNAL REVENUE SERVICE	6809	02013184	12000687	GARNISHMENT	07/25/13	17946	100.00-
INTERNAL REVENUE SERVICE Sum							450.00-
00006 JOHN R REEVES PC (CHILD	6467	02013188	12000678	CHILD SUPPORT	07/25/13	17937	150.00-
JOHN R REEVES PC (CHILD Sum							150.00-
00006 LAMAR CTY CHANCERY CLERK	0935	02013188	12000674	CHILD SUPPORT	07/25/13	17933	540.00-
LAMAR CTY CHANCERY CLERK Sum							540.00-
00006 MENDELSON LAW FIRM (GARN	9865	02013187	12000714	GARNISHMENT	07/26/13	17972	96.86-
MENDELSON LAW FIRM (GARN Sum							96.86-
00006 NC CHILD SUPPORT CENTRAL	7589	02013188	12000675	CHILD SUPPORT	07/25/13	17934	220.00-
NC CHILD SUPPORT CENTRAL Sum							220.00-
00006 NETWORK SERVICES (NSI)	1885	02013187	12000698	GARNISHMENT	07/26/13	17957	175.52-
NETWORK SERVICES (NSI) Sum							175.52-
00006 PARNELL & CRUMB PA (GARN	8778	02013187	12000709	GARNISHMENT	07/26/13	17967	281.37-
PARNELL & CRUMB PA (GARN Sum							281.37-
00006 PIPPY REAL ESTATE LLC	6809	02013187	12000693	GARNISHMENT	07/26/13	17952	166.33-
PIPPY REAL ESTATE LLC							

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING JULY 31, 2013

Page - 24
Date - 07/30/13

Vendor

Invoice
Number

Purchase
Order

Claims
Number

Item
Description

Check
Date

Check
No.

Check
Amount

Sum

9,841.34-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING JULY 31, 2013

Page 25
Date - 07/30/13

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER & SEWER OPERATION/MAINT.							
00009 AAMCO TRANS/AUTOMOTIVE S	126524	00135073	12001522	REPRS U#15667 TRANS DEPT	07/31/13	232333	1,742.50-
AAMCO TRANS/AUTOMOTIVE S							1,742.50-
Sum							
00009 ADVANCED JANITORIAL SERV	20045	00135341	12001531	WTR OF SERV 7/13 WATER OFFICE	07/31/13	232334	495.00-
ADVANCED JANITORIAL SERV							495.00-
Sum							
00009 BONNER ANALYTICAL TESTIN	52941	00135160	12001502	BOIL WTR SAMPLES VARI LOC	07/31/13	232366	583.00-
00009 BONNER ANALYTICAL TESTIN	52946	00135160	12001503	BOIL WTR SAMPLES EDWARDS ST	07/31/13	232366	106.00-
00009 BONNER ANALYTICAL TESTIN	52890	00135160	12001504	BOIL WTR SAMPLES N 20TH AVE	07/31/13	232366	53.00-
00009 BONNER ANALYTICAL TESTIN	52890(B)	00135165	12001505	BOIL WTR SAMPLES TATUM RD	07/31/13	232366	371.00-
00009 BONNER ANALYTICAL TESTIN	52951	00135165	12001506	NPDES MONITORING 7/13	07/31/13	232366	885.82-
00009 BONNER ANALYTICAL TESTIN	52998	00135227	12001515	BOIL WTR SAMPLES 6TH AVE VARI	07/31/13	232366	159.00-
BONNER ANALYTICAL TESTIN							2,157.82-
Sum							
00009 BROADWAY DRIVE TIRE	088221	00134748	12001496	TIRES U#18705 WTR OFFICE	07/31/13	232372	472.00-
00009 BROADWAY DRIVE TIRE	088333	00135025	12001499	TIRES U#14702 LAGOON	07/31/13	232372	549.76-
BROADWAY DRIVE TIRE							1,021.76-
Sum							
00009 BRUNINI	189986	00135320	12001529	SERVS GULF RESTORA NETWORK	07/31/13	232373	8,910.00-
00009 BRUNINI	189985	00135320	12001530	SERVS USA YEAST MDEQ ISSUES	07/31/13	232373	2,508.00-
BRUNINI							11,418.00-
Sum							
00009 C & S AUTOMOTIVE LLC	1219	00135109	12001507	REPRS U#13081 LAGOON	07/31/13	232377	261.56-
C & S AUTOMOTIVE LLC							261.56-
Sum							
00009 C D W GOVERNMENT	DJ91512	00134423	12001478	COMPUTER STAND U#18705	07/31/13	232378	170.00-
C D W GOVERNMENT							170.00-
Sum							
00009 C SPIRE WIRELESS (CELLUL	06/23/13-07/	02013645	12001525	CELL SERV 6/13 W&SO&M	07/31/13	232379	242.05-
C SPIRE WIRELESS (CELLUL							242.05-
Sum							
00009 CARQUEST AUTO PARTS STOR	14758-9479	00134868	12001488	REPR PTS U#8642 SEWER	07/31/13	232384	140.56-
CARQUEST AUTO PARTS STOR							140.56-
Sum							
00009 CENTRAL PIPE SUPPLY INC	R91737	00134828	12001480	PLUMB SUPP TRANS STOCK	07/31/13	232386	447.12-
00009 CENTRAL PIPE SUPPLY INC	R92182	00134843	12001501	PLUMB SUPP TRANS STOCK	07/31/13	232386	955.50-
00009 CENTRAL PIPE SUPPLY INC	R90953	00134274	12001510	PLUMB SUPP TRANS STOCK	07/31/13	232386	66.62-
00009 CENTRAL PIPE SUPPLY INC	R92525	00135100	12001526	PLUMB SUPP TRANS STOCK	07/31/13	232386	1,449.00-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING JULY 31, 2013

Page - 26
Date - 07/30/13

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
CENTRAL PIPE SUPPLY INC							
Sum							2,918.24-
00009 CHAIN ELECTRIC COMPANY	25578	00135047	12001487	EQUIP REPR TIMBERTON LIFT STA	07/31/13	232388	1,322.25-
00009 CHAIN ELECTRIC COMPANY	25667	00135291	12001528	REPRS BURKETT LIFT STA EQUIP	07/31/13	232388	100.50-
CHAIN ELECTRIC COMPANY							
Sum							1,422.75-
00009 CITY OF HATTIESBURG FUND TRF 2ND 7/13	02013632	12001495	TRF 2ND 7/13	PAYROLL	07/24/13	21685	98,593.74-
CITY OF HATTIESBURG FUND							
Sum							98,593.74-
00009 COBURN'S SUPPLY CO INC	606043363	00134852	12001479	PRESSURE GAUGES METER READERS	07/31/13	232392	75.00-
00009 COBURN'S SUPPLY CO INC	606017143	00134675	12001481	PLUMB SUPP TRANS STOCK	07/31/13	232392	410.10-
00009 COBURN'S SUPPLY CO INC	606043413	00134825	12001492	PLUMB SUPP TRANS STOCK	07/31/13	232392	568.50-
00009 COBURN'S SUPPLY CO INC	606049101	00134723	12001509	TOOLS/SUPP METER SRV PERSONL	07/31/13	232392	251.04-
00009 COBURN'S SUPPLY CO INC	606021395	00134723	12001516	TOOLS/SUPP METER SRV PERSONNEL	07/31/13	232392	223.22-
00009 COBURN'S SUPPLY CO INC	606021395-1	00134723	12001517	TOOLS/SUPP METER SRV PERSONNEL	07/31/13	232392	91.44-
00009 COBURN'S SUPPLY CO INC	CM606049025	00134723	12001518	CREDIT RETURN	07/31/13	232392	318.50-
00009 COBURN'S SUPPLY CO INC	606053017	00135024	12001521	PLUMB SUPP TRANS STOCK	07/31/13	232392	1,240.02-
COBURN'S SUPPLY CO INC							
Sum							2,540.82-
00009 CONTROL SYSTEMS INC	47464	00134579	12001498	SERV CALL RICHBURG WTP 6/14	07/31/13	232396	656.80-
CONTROL SYSTEMS INC							
Sum							656.80-
00009 D P C ENTERPRISES LP	212001468-13	00134726	12001493	CHEMICALS-LAGOON	07/31/13	232404	3,768.00-
00009 D P C ENTERPRISES LP	212001469-13	00134726	12001494	CHEMICALS-LAGOON	07/31/13	232404	2,992.00-
00009 D P C ENTERPRISES LP	212001342-13	00134335	12001511	CHEMICALS WESLEY TANK	07/31/13	232404	468.00-
00009 D P C ENTERPRISES LP	212001343-13	00134335	12001512	CHEMICALS FORREST GENERAL	07/31/13	232404	468.00-
00009 D P C ENTERPRISES LP	212001344-13	00134335	12001513	CHEMICALS 4TH ST	07/31/13	232404	156.00-
00009 D P C ENTERPRISES LP	212001345-13	00134335	12001514	CHEMICALS USM TANK	07/31/13	232404	156.00-
00009 D P C ENTERPRISES LP	212001542-13	00134946	12001527	CHEMICALS FORREST GENERAL	07/31/13	232404	780.00-
D P C ENTERPRISES LP							
Sum							8,788.00-
00009 DATALINE ASSOCIATES	PCM25652	00134782	12001491	PRINTER SUPP WTR OFFICE	07/31/13	232405	172.00-
DATALINE ASSOCIATES							
Sum							172.00-
00009 INDUSTRIAL ELECTRIC MOTO RI1493		00134833	12001523	PUMP REPR PLT#2 WELL #1	07/31/13	232466	2,813.73-
INDUSTRIAL ELECTRIC MOTO							
Sum							2,813.73-
00009 IRBY, STUART C CO	S007650417.0	00134627	12001483	LIGHT BULBS CHLORINE BLDG	07/31/13	232471	69.91-
00009 IRBY, STUART C CO	S007666013.0	00134745	12001490	ELEC SUPP COMM CNTRS	07/31/13	232471	215.95-
IRBY, STUART C CO							

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING JULY 31, 2013

Page 27
Date - 07/30/13

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum							285.86-
00009 LAMAR AUTO SALVAGE INC	64548	00134865	12001484	RIMS U#14702 LAGOON	07/31/13	232488	150.00-
LAMAR AUTO SALVAGE INC							150.00-
Sum							150.00-
00009 MS POWER COMPANY	7/13 W&SO&M	00201320	12001519	MNTHLY ELEC-W&SO&M	07/31/13	232516	32,586.20-
MS POWER COMPANY							32,586.20-
Sum							32,586.20-
00009 MS STATE/EMP SECURITY CO	9200131000 W	00135269	12001520	UNEMP BENEFITS 4/13-6/13	07/31/13	232517	165.43
MS STATE/EMP SECURITY CO							165.43
Sum							165.43
00009 NAPA AUTO PARTS	492425	00134701	12001482	GREASE GUNS/GREASE TRANS DEPT	07/31/13	232522	88.88-
NAPA AUTO PARTS							88.88-
Sum							88.88-
00009 PEARL RIVER VALLEY EPA (	7/13 W&SO&M	00201320	12001524	MNTHLY 7/13 PUBLIC SERVICES	07/31/13	232532	50.00-
PEARL RIVER VALLEY EPA (							50.00-
Sum							50.00-
00009 PINE BELT FORD INC (SEE	33683	00134812	12001489	REPRS U#15232 SEWER	07/31/13	232536	2,119.60-
PINE BELT FORD INC (SEE							2,119.60-
Sum							2,119.60-
00009 PUMP AND CONTROL SERVICE	464	00134960	12001485	MAINT/REPRS S LAGOON 7/8-11	07/31/13	232544	3,200.00-
PUMP AND CONTROL SERVICE							3,200.00-
Sum							3,200.00-
00009 RAWLS SPRINGS UTILITY DI	SEWER BILLIN	00135128	12001497	SEWER BILLING REPORT 6/13	07/31/13	232550	166.00-
RAWLS SPRINGS UTILITY DI							166.00-
Sum							166.00-
00009 SOUTHERN PINE ELECTRIC P	7/13 W&SO&M	00201320	12001500	MNTHLY 7/13 PUBLIC SERVICES	07/31/13	232563	1,335.15-
SOUTHERN PINE ELECTRIC P							1,335.15-
Sum							1,335.15-
00009 THE SPECTRUM GROUP INC	5450	00134131	12001486	FLOWMETER E LAUREL LIFT STA	07/31/13	232578	4,711.15-
THE SPECTRUM GROUP INC							4,711.15-
Sum							4,711.15-
00009 WILLMUT GAS & OIL COMPAN	7/13 W&SO&M	00201320	12001508	MNTHLY GAS-W&SO&M	07/31/13	232613	11.87-
WILLMUT GAS & OIL COMPAN							11.87-
Sum							11.87-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING JULY 31, 2013

Page - 28
Date - 07/30/13

Vendor

Invoice
Number

Purchase
Order

Claims
Number

Item
Description

Check
Date

Check
No.

Check
Amount

Sum

180,094.61-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING JULY 31, 2013

Page - 29
Date - 07/30/13

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER & SEWER FUND							
00011 A & A INVESTMENT PROPERT	METER DEP RF	02013620	12000870	METER DEP REFUND	07/31/13	232330	40.00-
A & A INVESTMENT PROPERT							
Sum							40.00-
00011 ALDAHAMI, KHALED A	METER DEP RF	02013620	12000877	METE DEP REFUND	07/31/13	232336	55.82-
ALDAHAMI, KHALED A							
Sum							55.82-
00011 ARNOLD, KATHERINE A	METER DEP RF	02013620	12000881	METER DEP REFUND	07/31/13	232343	38.82-
ARNOLD, KATHERINE A							
Sum							38.82-
00011 AUER, LAUREN K	METER DEP RF	02013598	12000857	METER DEP REFUND	07/31/13	232344	38.82-
AUER, LAUREN K							
Sum							38.82-
00011 BANCORP SOUTH 203	METER DEP RF	02013620	12000882	METER DEP REFUND	07/31/13	232349	38.82-
BANCORP SOUTH 203							
Sum							38.82-
00011 BLACKMON, JAMES	METER DEP RF	02013620	12000889	METER DEP REFUND	07/31/13	232357	38.82-
BLACKMON, JAMES							
Sum							38.82-
00011 BLALOCK, LANDO C	METER DEP RF	02013598	12000835	METER DEP REFUND	07/31/13	232358	2.64-
BLALOCK, LANDO C							
Sum							2.64-
00011 BOGGS, ABRAHAM M	METER DEP RF	02013620	12000883	METER DEP REFUND	07/31/13	232360	38.82-
BOGGS, ABRAHAM M							
Sum							38.82-
00011 BOLLS, VICTORIA	METER DEP RF	02013598	12000842	METER DEP REFUND	07/31/13	232361	2.64-
BOLLS, VICTORIA							
Sum							2.64-
00011 BOLTON, GILBERT	METER DEP RF	02013598	12000864	METER DEP REFUND	07/31/13	232362	36.64-
BOLTON, GILBERT							
Sum							36.64-
00011 BONE, NATHEN D	METER DEP RF	02013598	12000863	METER DEP REFUND	07/31/13	232364	38.82-
BONE, NATHEN D							
Sum							38.82-
00011 BRACEY, BRITTNEY E	METER DEP RF	02013620	12000885	METER DEP REFUND	07/31/13	232367	55.82-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING JULY 31, 2013

Page 30
Date - 07/30/13

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
BRACEY, BRITTNEY E Sum							55.82-
00011 BRADLEY, C A				METER DEP RF 02013620 12000867 METER DEP REFUND	07/31/13	232369	3.00-
BRADLEY, C A Sum							3.00-
00011 BRAZEALE, THERESA M				METER DEP RF 02013620 12000871 METER DEP REFUND	07/31/13	232370	3.82-
BRAZEALE, THERESA M Sum							3.82-
00011 BRELAND, PATRICK L				METER DEP RF 02013598 12000831 METER DEP REFUND	07/31/13	232371	38.82-
BRELAND, PATRICK L Sum							38.82-
00011 BYARS, HANNAH				METER DEP RF 02013620 12000876 METE DEP REFUND	07/31/13	232376	38.82-
BYARS, HANNAH Sum							38.82-
00011 CANNON, CHRISTOPHER C				METER DEP RF 02013620 12000891 METER DEP REFUND	07/31/13	232380	38.82-
CANNON, CHRISTOPHER C Sum							38.82-
00011 CARLEY, CHARLES W				METER DEP RF 02013620 12000868 METER DEP REFUND	07/31/13	232381	75.00-
CARLEY, CHARLES W Sum							75.00-
00011 CARQUEST				METER DEP RF 02013598 12000825 METER DEP REFUND	07/31/13	232382	5.15-
CARQUEST Sum							5.15-
00011 COLLINS, BINYOKA				METER DEP RF 02013620 12000879 METER DEP REFUND	07/31/13	232393	2.64-
COLLINS, BINYOKA Sum							2.64-
00011 DISCOUNT CHECK ADVANCE				METER DEP RF 02013598 12000819 METER DEP REFUND	07/31/13	232409	75.00-
DISCOUNT CHECK ADVANCE Sum							75.00-
00011 DIVERSIFIED ED MNG SERV				METER DEP RF 02013598 12000817 METER DEP REFUND	07/31/13	232410	25.00-
DIVERSIFIED ED MNG SERV Sum							25.00-
00011 DRAWDY, DEVIN				METER DEP RF 02013598 12000853 METER DEP REFUND	07/31/13	232412	17.54-
DRAWDY, DEVIN							

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING JULY 31, 2013

Page - 31
Date - 07/30/13

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum							17.54-
00011 ESTRELLA, LYDIA VICTORIA	METER DEP RF	02013598	12000846	METER DEP REFUND	07/31/13	232424	38.82-
ESTRELLA, LYDIA VICTORIA							
Sum							38.82-
00011 EZELL, ARTIS R	METER DEP RF	02013598	12000844	METER DEP REFUND	07/31/13	232426	38.82-
EZELL, ARTIS R							
Sum							38.82-
00011 FARMER, MICHAEL	METER DEP RF	02013598	12000850	METER DEP REFUND	07/31/13	232429	2.64-
FARMER, MICHAEL							
Sum							2.64-
00011 FINK, JUDITH	METER DEP RF	02013598	12000822	METER DEP REFUND	07/31/13	232432	75.00-
FINK, JUDITH							
Sum							75.00-
00011 GAUTREAUX, STEPHEN C	METER DEP RF	02013598	12000851	METER DEP REFUND	07/31/13	232443	55.15-
GAUTREAUX, STEPHEN C							
Sum							55.15-
00011 GILLIAM, EVELYN B	METER DEP RF	02013620	12000873	METER DEP REFUND	07/31/13	232445	3.82-
00011 GILLIAM, EVELYN B	METER DEP RF	02013620	12000875	METER DEP REFUND	07/31/13	232445	5.98-
GILLIAM, EVELYN B							
Sum							9.80-
00011 GRAYSON, RACHEL	METER DEP RF	02013598	12000829	METER DEP REFUND	07/31/13	232448	3.82-
GRAYSON, RACHEL							
Sum							3.82-
00011 GUELKER, JAMIE L	METER DEP RF	02013598	12000866	METER DEP REUND	07/31/13	232451	38.82-
GUELKER, JAMIE L							
Sum							38.82-
00011 GUERRA, HELEN	METER DEP RF	02013620	12000890	METER DEP REFUND	07/31/13	232452	38.82-
GUERRA, HELEN							
Sum							38.82-
00011 GUIN, JENISUS	METE DEP RFD	02013598	12000855	METER DEP REFUND	07/31/13	232453	34.88-
GUIN, JENISUS							
Sum							34.88-
00011 HARMAN, KEVIN	METER DEP RF	02013598	12000821	METER DEP REFUND	07/31/13	232457	75.00-
HARMAN, KEVIN							
Sum							75.00-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING JULY 31, 2013

Page - 32
Date - 07/30/13

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00011 HARVEY, APRYLE R	METER DEP RF	02013620	12000880	METER DEP REFUND	07/31/13	232458	34.88-
HARVEY, APRYLE R Sum							34.88-
00011 HOLDEN, CAROLINE E	METER DEP RF	02013598	12000833	METER DEP REFUND	07/31/13	232459	34.88-
HOLDEN, CAROLINE E Sum							34.88-
00011 HOWELL, BARRY	METER DEP RF	02013598	12000856	METER DEP REFUND	07/31/13	232463	38.82-
HOWELL, BARRY Sum							38.82-
00011 HYPOLITE, CHANTELL	METER DEP RF	02013620	12000884	METER DEP REFUND	07/31/13	232464	2.64-
HYPOLITE, CHANTELL Sum							2.64-
00011 JOHNSON, ARRETTA D	METER DEP RF	02013598	12000820	METER DEP REFUND	07/31/13	232474	75.00-
JOHNSON, ARRETTA D Sum							75.00-
00011 JOUANDOT, JOSEPH	METER DEP RF	02013598	12000818	METER DEP REFUND	07/31/13	232478	40.00-
JOUANDOT, JOSEPH Sum							40.00-
00011 JUERS, CARL	METER DEP RF	02013598	12000854	METER DEP REFUND	07/31/13	232479	75.00-
JUERS, CARL Sum							75.00-
00011 KEENE, FRED	METER DEP RF	02013598	12000823	METER DEP REFUND	07/31/13	232480	3.82-
KEENE, FRED Sum							3.82-
00011 KELLUM, MICHAEL X	METER DEP RF	02013620	12000886	METER DEP REFUND	07/31/13	232481	38.82-
KELLUM, MICHAEL X Sum							38.82-
00011 LAND, CHARLES	METER DEP RF	02013598	12000824	METER DEP REFUND	07/31/13	232491	3.82-
LAND, CHARLES Sum							3.82-
00011 LANHAM, SUSAN	METER DEP RF	02013598	12000861	METER DEP REFUND	07/31/13	232492	38.82-
LANHAM, SUSAN Sum							38.82-
00011 LEE, HSIAOPEI	METER DEP RF	02013598	12000827	METER DEP REFUND	07/31/13	232493	3.82-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING JULY 31, 2013

Page - 33
Date - 07/30/13

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
LEE, HSIAOPEI Sum							3.82-
00011 MALDONADO, AIMEE M	METER DEP RF	02013598	12000832	METER DEP REFUND	07/31/13	232496	2.64-
MALDONADO, AIMEE M Sum							2.64-
00011 MANN, DANIEL L	METER DEP RF	02013598	12000837	METER DEP REFUND	07/31/13	232497	2.64-
MANN, DANIEL L Sum							2.64-
00011 MASSEY, JENNIFER	METER DEP RF	02013620	12000888	METER DEP REFUND	07/31/13	232498	38.82-
MASSEY, JENNIFER Sum							38.82-
00011 MCDANIEL, REBECCA L	METER DEP RF	02013598	12000840	METER DEP REFUND	07/31/13	232499	35.30-
MCDANIEL, REBECCA L Sum							35.30-
00011 MCFADDEN, SARAH	METER DEP RF	02013598	12000834	METER DEP REFUND	07/31/13	232502	38.82-
MCFADDEN, SARAH Sum							38.82-
00011 MINGO, CRAFT S	METER DEP RF	02013598	12000826	METER DEP REFUND	07/31/13	232510	35.45-
MINGO, CRAFT S Sum							35.45-
00011 MYERS, COREY D	METER DEP RF	02013620	12000874	METER DEP REFUND	07/31/13	232519	38.82-
MYERS, COREY D Sum							38.82-
00011 NICHOLSON, ANTONY G	METER DEP RF	02013598	12000841	METER DEP REFUND	07/31/13	232526	41.46-
NICHOLSON, ANTONY G Sum							41.46-
00011 ONE WAY INTERNATIONAL MI	METER DEP RF	02013598	12000859	METER DEP REFUND	07/31/13	232529	2.07-
ONE WAY INTERNATIONAL MI Sum							2.07-
00011 PARROTT AMY P	METER DEP RF	02013598	12000852	METER DEP REFUND	07/31/13	232530	38.82-
PARROTT AMY P Sum							38.82-
00011 PHILLIPS TAYLOR	METER DEP RF	02013598	12000862	METER DEP REFUND	07/31/13	232534	11.76-
PHILLIPS TAYLOR Sum							11.76-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING JULY 31, 2013

Page 34
Date - 07/30/13

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00011 PURVIS, REBECCA L	METER DEP RF	02013598	12000849	METER DEP REFUND	07/31/13	232545	2.64-
PURVIS, REBECCA L Sum							2.64-
00011 RANDALL, AMANDA S	METER DEP RF	02013598	12000838	METER DEP REFUND	07/31/13	232548	2.64-
RANDALL, AMANDA S Sum							2.64-
00011 RANKIN, CL	METER DEP RF	02013620	12000892	METER DEP REFUND	07/31/13	232549	40.65-
RANKIN, CL Sum							40.65-
00011 REALTY EXEC	METER DEP RF	02013598	12000865	METER DEP REFUND	07/31/13	232551	38.82-
REALTY EXEC Sum							38.82-
00011 SANFORD, SHIELDS B	METER DEP RF	02013598	12000843	METER DEP REFUND	07/31/13	232554	2.64-
SANFORD, SHIELDS B Sum							2.64-
00011 SCOGGINS, RICHARD T	METER DEP RF	02013598	12000848	METER DEP REFUND	07/31/13	232556	38.82-
SCOGGINS, RICHARD T Sum							38.82-
00011 SHEPPARD, SHELLY	METER DEP RF	02013620	12000878	METER DEP REFUND	07/31/13	232557	55.82-
SHEPPARD, SHELLY Sum							55.82-
00011 SNOW, LINDWARD S	METER DEP RF	02013598	12000847	METER DEP REFUND	07/31/13	232560	17.46-
SNOW, LINDWARD S Sum							17.46-
00011 STEWART, KATRINA	METER DEP RF	02013620	12000869	METER DEP REFUND	07/31/13	232572	40.00-
STEWART, KATRINA Sum							40.00-
00011 SULLIVAN, RANDY	WATER RFD AC	02013633	12000893	WATER OVERPAYMENT REFUND	07/31/13	232573	17.46-
SULLIVAN, RANDY Sum							17.46-
00011 SWINDLE, NICHOLAS	METER DEP RF	02013598	12000839	METER DEP REFUND	07/31/13	232574	38.82-
SWINDLE, NICHOLAS Sum							38.82-
00011 TERRELL, DAVID	METER DEP RF	02013620	12000887	METER DEP REFUND	07/31/13	232577	55.82-

Page - 39
Date - 07/30/13

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER&SEWER CONSTRUCTION FUND							
00075 LAMAR PARK WATER & SEWER	SEWER BILLIN	00135184	12000111	SEWER USAGE 1/13-6/13 HWY 98	07/31/13	232489	3,644.00-
LAMAR PARK WATER & SEWER Sum							3,644.00-
Sum							3,644.00-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING JULY 31, 2013

Page - 40
Date - 07/30/13

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
COMMUNITY CENTERS' FUND							
00077 A D T SECURITY SERVICES/	01304802	00135286	12000437	ALARM SERV 8/13 CULTURAL CNTR	07/31/13	232332	99.12-
A D T SECURITY SERVICES/ Sum							99.12-
00077 BARRISTERS EDUCATIONAL S	SHERRILL CNT	02013648	12000441	DAMAGE DEPOSIT REFUND	07/31/13	232350	100.00-
BARRISTERS EDUCATIONAL S Sum							100.00-
00077 BONEY, ERIC (REFUNDS)	SHERRILL CNT	02013648	12000442	DAMAGE DEPOSIT REFUND	07/31/13	232365	100.00-
BONEY, ERIC (REFUNDS) Sum							100.00-
00077 C SPIRE WIRELESS (CELLUL	06/23/13-07/	02013645	12000446	CELL SERV 6/13 COMM CNTRS	07/31/13	232379	49.61-
C SPIRE WIRELESS (CELLUL Sum							49.61-
00077 CARQUEST AUTO PARTS STOR	14758-9318	00134779	12000428	REPR PTS U#11200 COMM CNTRS	07/31/13	232384	4.58-
CARQUEST AUTO PARTS STOR Sum							4.58-
00077 CITY OF HATTIESBURG FUND	TRF 2ND 7/13	02013632	12000430	TRF 2ND 7/13 PAYROLL	07/24/13	36537	20,904.89-
CITY OF HATTIESBURG FUND Sum							20,904.89-
00077 ELKINS WHOLESALE INC	18022400	00134731	12000427	TRASH BAGS COMM CNTRS	07/31/13	232419	204.72-
00077 ELKINS WHOLESALE INC	181097-00	00135232	12000435	JANIT SUPP COMM CNTRS	07/31/13	232419	510.24-
ELKINS WHOLESALE INC Sum							714.96-
00077 FERGUSON ENTERPRISES INC	1194801	00135118	12000447	PLUMB SUPP CE ROY CLASS ROOM	07/31/13	232431	144.00-
FERGUSON ENTERPRISES INC Sum							144.00-
00077 IRBY, STUART C CO	S007675989.0	00134832	12000429	ELEC SUPP SHERRILL CNTR	07/31/13	232471	51.24-
IRBY, STUART C CO Sum							51.24-
00077 JORDAN, JABARIS (REFUNDS	SHERRILL CNT	02013648	12000444	DAMAGE DEPOSIT REFUND	07/31/13	232477	100.00-
JORDAN, JABARIS (REFUNDS Sum							100.00-
00077 KING, KRISTI (REFUNDS)	CULTURAL CNT	02013648	12000440	DAMAGE DEPOSIT REFUND	07/31/13	232484	250.00-
00077 KING, KRISTI (REFUNDS)	CULTURAL CNT	02013648	12000445	DAMAGE DEPOSIT REFUND	07/31/13	232484	300.00-
KING, KRISTI (REFUNDS) Sum							550.00-

Page - 41
Date - 07/30/13

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00077 MS CENTER LEGAL SERVICES	CE ROY CNTR	02013648	12000443	DAMAGE DEPOSIT REFUND	07/31/13	232514	100.00-
MS CENTER LEGAL SERVICES Sum							100.00-
00077 MS POWER COMPANY	7/13 COMM CN	00201320	12000434	MNTHLY ELEC-COMM CNTRS	07/31/13	232516	4,520.87-
MS POWER COMPANY Sum							4,520.87-
00077 NOBLES CONTRACTING LLC	PYMT#4 FINAL	00135188	12000432	FINAL-JDSCC AUDITORIUM RENOVA	07/31/13	232527	4,290.00-
NOBLES CONTRACTING LLC Sum							4,290.00-
00077 RUFF, BERNADINE (REFUNDS	SHERRILL CNT	02013648	12000439	DAMAGE DEPOSIT REFUND	07/31/13	232553	100.00-
RUFF, BERNADINE (REFUNDS Sum							100.00-
00077 STANDARD OFFICE SUPPLY C	0036511-001	00135113	12000436	PROJ SCREEN/RECEIPT BOOKS	07/31/13	232571	268.85-
00077 STANDARD OFFICE SUPPLY C	0036684-001	00135113	12000438	CREDIT	07/31/13	232571	236.85
STANDARD OFFICE SUPPLY C Sum							32.00-
00077 WAL-MART STORES INC	005519	00134317	12000431	MISC EQUIP CE ROY CENTER	07/31/13	232601	173.76-
WAL-MART STORES INC Sum							173.76-
00077 WILLMUT GAS & OIL COMPAN	7/13 COMM CN	00201320	12000433	MNTHLY GAS-COMM CNTRS	07/31/13	232613	29.31-
WILLMUT GAS & OIL COMPAN Sum							29.31-
Sum							32,064.34-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING JULY 31, 2013

Page - 42
Date - 07/30/13

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
COMMUNITY DEVELOP. BLOCK GRANT							
00082 BREAKTHROUGH COMMUNITY S	07/23/13	00135256	12000221	1201 DABBS TEM REP CO#1 ROOF	07/25/13	36543	4,600.00-
00082 BREAKTHROUGH COMMUNITY S	07/23/13	00135257	12000222	511 MABLE ER REP DRAW#1 HVAC	07/25/13	36545	3,000.00-
00082 BREAKTHROUGH COMMUNITY S	07/23/13	00135258	12000223	CHDO OPERATING FUND DRAW#5	07/25/13	36547	1,345.57-
BREAKTHROUGH COMMUNITY S Sum							8,945.57-
00082 C SPIRE WIRELESS (CELLUL	06/23/13-07/	02013645	12000224	CELL SERV 6/13 CDBG	07/31/13	232379	31.93-
C SPIRE WIRELESS (CELLUL Sum							31.93-
00082 CITY OF HATTIESBURG FUND TRF 2ND 7/13	02013632	12000216	TRF 2ND 7/13	PAYROLL	07/24/13	36538	8,860.99-
CITY OF HATTIESBURG FUND Sum							8,860.99-
00082 CORLEY, MAUDELL (CDBG)	07/23/13	00135253	12000220	302 HALL TEMP RELOC 7/7-8/6/13	07/25/13	36542	650.00-
CORLEY, MAUDELL (CDBG) Sum							650.00-
00082 HOUSING ALTERNATIVES OF	04/16/13	00135084	12000217	604 TUSCAN AVE EMER REPAIR DR1	07/25/13	36539	9,811.00-
HOUSING ALTERNATIVES OF Sum							9,811.00-
00082 J & J CONSTRUCTION	07/23/13	00135252	12000219	543 MILLER ST CO#5	07/25/13	36541	3,000.00-
J & J CONSTRUCTION Sum							3,000.00-
00082 SMITH'S REMODELING	07/02/13	00135251	12000218	302 HALL AVE CO#4	07/25/13	36540	1,655.00-
SMITH'S REMODELING Sum							1,655.00-
Sum							32,954.49-

Page - 45
Date - 07/30/13

Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
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2,440,473.33-

**ADDENDUM CLAIMS DOCKET
PERIOD ENDING JULY 31, 2013**

FUND	VENDOR	INVOICE NUMBER	PURCHASE ORDER	CLAIMS NUMBER	ITEM DESCRIPTION	CHECK DATE	CHECK NUMBER	CHECK AMOUNT
01	THOMPSON ENGINEERING	12.01023.06	135363	7123	TWIN FORKS MASTER PLAN 6/1-6/30/13	8/1/13	17979	15,861.63
01	RHYTHM HERITAGE FOUNDATION	8/13/2013	135548	7234	SPONSORSHIP	8/6/13	17992	8,000.00

TOTAL 23,861.63

City of Hattiesburg, MS

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



Meeting Agenda - Final

Tuesday, August 6, 2013

4:30 PM

Council Chambers

City Council - Amendments to the Agenda

Amend Policy Agenda Item VI.-10 at the request of the Administration to read as follows:

- VI.-11** [2013-0462](#) Approve change order entitled Supplemental Agreement No. 2 with Dunn Roadbuilders for the Hardy Street Widening project to make changes to the school warning mast arm, fill abandoned concrete pipe with flowable fill material, and extend term of contract to allow for completion of change items; Authorize Mayor to sign five (5) originals of said agreement.

Attachments: [Dunn Supplemental Agreement No 2](#)
[Dunn Supplemental Agreement No 2 cover letter](#)
[executed Dunn Supplemental Agreement No 2](#)

Add Policy Agenda Items VI.-15 and VI.-16 at the request of the Administration as follows:

- VI.-15** [2013-0478](#) Authorize Mayor to execute Fire Protection Agreement between the University of Southern Mississippi and the City of Hattiesburg to provide fire protection and related services for a one (1) year term, from July 1, 2013 to June 30, 2014, in the amount of Ninety-five Thousand Six Hundred Fifty-two dollars and zero cents (\$95,652.00)

Attachments: [USM Fire Protection Agreement for 2013-2014](#)
[executed USM Fire Protection Agreement for 2013-2014](#)

- VI.-16** [2013-0479](#) Approve and authorize execution of amendment to professional services agreement approved at MB 2012-1/201 between the City and Chain Electric Company for maintenance on generators at City owned facilities, per terms outlined in the agreement. (Amendment will add eight additional generators to the agreement)

Attachments: [Generator maintenance agreement - amendment](#)
[executed Generator maintenance agreement - amendment](#)



City of Hattiesburg, MS

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

Master

File Number: 2013-0462

File ID: 2013-0462

Type: Regular Agenda Item

Status: Approved

Version: 2

Reference:

In Control: City Council

File Created: 07/30/2013

Brief Title: Approve Supplemental Agreement No. 2 with Dunn Roadbuilders for Hardy St. Widening Project; Authorize Mayor to execute same.

Final Action: 08/06/2013

Minute Book Number: MB2013-218

Title:

Approve change order entitled Supplemental Agreement No. 2 with Dunn Roadbuilders for the Hardy Street Widening project to make changes to the school warning mast arm, fill abandoned concrete pipe with flowable fill material, and extend term of contract to allow for completion of change items; Authorize Mayor to sign five (5) originals of said agreement.

Notes: 072201.7230.52

Sponsors:

Enactment Date:

Attachments: Dunn Supplemental Agreement No 2, Dunn Supplemental Agreement No 2 cover letter, executed Dunn Supplemental Agreement No 2

Enactment Number:

Contact:

Meeting Date: 08/06/2013

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 - Amendments to the Agenda	08/06/2013					
2	City Council	08/06/2013	Approve and Authorize				Pass

Action Text: A MOTION was made by Council Member Naylor and seconded by Council Member Carroll to Approve change order entitled Supplemental Agreement No. 2 with Dunn Roadbuilders for the Hardy Street Widening project to make changes to the school warning mast arm, fill abandoned concrete pipe with flowable fill material, and extend term of contract to allow for completion of change items; Authorize Mayor to sign five (5) originals of said agreement.

Council President Bradley asked Mr. Kuyrkendall for the completion date; Mr. Kuyrkendall stated that it is mid-September.

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

Yeas: 4 - Bradley, Carroll, Dryden and Naylor

Nays: 0

Absent: 1 - Delgado

Yea: 4 Council Member Bradley
Council Member Carroll
Council Member Dryden
Council Member Naylor

TEL-No Vote: 0

Text of Legislative File 2013-0462

Title

Approve change order entitled Supplemental Agreement No. 2 with Dunn Roadbuilders for the Hardy Street Widening project to make changes to the school warning mast arm, fill abandoned concrete pipe with flowable fill material, and extend term of contract to allow for completion of change items; Authorize Mayor to sign five (5) originals of said agreement.

Summary

Approve change order with Dunn Roadbuilders for the Hardy Street Widening project; Authorize Mayor to execute.

Budget Information

072201.7230.52

Expenditure Type

Regular Budget Item

Purchasing Item

Publication Information

**CITY OF HATTIESBURG
SUPPLEMENTAL AGREEMENT NO. 2**

WHEREAS, WE, Dunn Roadbuilders, LLC, Contractors, and Federal Insurance Co. Surety, entered into a contract with the City of Hattiesburg, LPA, on the 16 day of October, 2012, for the construction of Federal Aid Project No. HPP-6098-00(007) / LPA105194-801000, Forrest, County; and

WHEREAS: The project provides for widening of Hardy Street between U.S. Hwy. 49 and 21st Ave.

WHEREAS: The original plans called for a 24' arm on the mast arm school warning crossing under pay item 907-639-A0045. There is a conflict with the proposed foundation of said mast arm with an existing fiber optic duct bank. The most feasible solution is to relocate the foundation to the south in an effort to avoid the existing duct bank. The revised extension arm shall be 38' in length and paid for under item 907-639-A0200 for a price of \$11,840.18 each. Fabrication of the mast arm is concurrent with other operations of the contract.

WHEREAS: The LPA planned to use an existing concrete pipe for drainage relief on the project. The existing concrete pipe was found to be deteriorated enough to jeopardize the structural integrity of the pipe. The LPA elected to install corrugated plastic pipe (CPP) under existing pay items to replace the concrete pipe. The abandoned concrete pipe shall be left in place and filled with flowable fill under pay item 907-631-A001 for the unit price of \$125.00 per cubic yard.

WHEREAS: The character of the work for the installation of the corrugated plastic pipe requires more time than allowed under section 108.06.

WHEREAS: The revised completion date per Supplemental Agreement #1 March 31, 2013.

WHEREAS: The LPA issued a stop work order for seven (7) days as a result of the tornado on February 10, 2013.

NOW, THEREFORE, It is mutually agreed by all parties the Contractors shall complete the aforementioned work under pay item:

Pay Item	Description	Unit	Quantity	Unit Price	Extension
907-639-A0200	Traffic Signal Equipment Pole, Type Special Design, 21' Shaft & 38' Arm	Each	1	\$11,840.18	\$11,840.18
907-631-A001	Flowable Fill, Excavatable	Cubic Yard	20	\$125.00	\$2,500.00

**CITY OF HATTIESBURG
SUPPLEMENTAL AGREEMENT NO. 2**

It is mutually agreed that the addition of sixteen (16) calendar days is necessary for the completion of the extra work required for the installation of the corrugated plastic pipe plus the addition of seven (7) days as a result of the stop work notice due to the tornado on February 10, 2013 result in the revised completion date for the project would therefore be April 23, 2013.

This agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein.

This Supplemental Agreement has been discussed with District Six, Stringfellow and Seyfarth; and Construction Division, Grondin.

**CITY OF HATTIESBURG
SUPPLEMENTAL AGREEMENT NO. 2**

NOW, THEREFORE, WE, Dunn Roadbuilders, LLC, Contractors, and Federal Insurance Company, Surety, hereby agree to said Supplemental Agreement consisting of the above mentioned items and agree that this Supplemental Agreement is hereby made a part of the original contract to be performed under the specifications thereof, and that the original contract is in full force and effect, except insofar as it might be modified by this Supplemental Agreement.

Dated, this 10th day of July, 2013

Federal Insurance Company

Surety

By:

Angie M. Strickland
Angie M. Strickland, Attorney in Fact

Dunn Roadbuilders, LLC

Contractor

By:

Chilton L. Belknap

Recommendation for Approval:

[Signature]

LPA Project Engineer/Architect

7/17/13

Date

MDOT

Date

Approved: _____, 20____

LPA OFFICIAL

{*Concurrence only for Supplemental Agreements adding a "stand-alone time extension or exceeding \$100,000}
{*Concurrence only for Supplemental Agreements adding funds to an MPO project}

**CITY OF HATTIESBURG
SUPPLEMENTAL AGREEMENT NO. 2
SUPPLEMENTAL SHEET**

PROJECT NO.: HPP-6098-00(007) LPA 105194-801000

DETAIL EXPLANATION OF NECESSITY OF TIME EXTENSION:

It is mutually agreed that the addition of sixteen (16) calendar days for the installation of the corrugated plastic pipe in addition to the seven (7) calendar days as a result of the stop work notice will result in a revised completion date of April 23, 2013. It is further mutually agreed that the above stated time allowance and unit prices shall be full and final compensation for time, labor, materials, traffic control, equipment and incidentals used in the completing the work addressed herein.

Delay Type	Description	Calendar Days Added	Cumulative Additional Days
Additional Work	Corrugated Plastic Pipe	16	16
Stop Work	Tornado - Feb. 10	7	23
	Total		23



PROJECT PROFESSIONAL

LPA OFFICIAL

**CITY OF HATTIESBURG
SUPPLEMENTAL AGREEMENT NO. 2
SUPPLEMENTAL SHEET**

PROJECT NO.: HPP-6098-00(007) LPA 105194-801000

DETAILED ANALYSIS OF UNIT PRICES:

<u>Change of Pole and Arm design Due to Utility Conflicts</u>						
	Cost	Tax	Bond	Overhead	Markup	Total
Labor	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Material	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Sub	\$9,745.00	\$341.08	\$97.45	\$682.15	\$974.50	\$11,840.18
						\$11,840.18


CONTRACTOR



Engineering Progress

July 17, 2013

City of Hattiesburg
ATTN: Mr. Bert Kuyrkendall
P. O. Box 1898
Hattiesburg, MS 39403-1898

RE: Widening of Hardy Street
Between U.S. 49 and 21st Avenue
HPP-6098-00(007)LPA / 105194-801000

Dear Mr. Kuyrkendall:

Enclosed please find five (5) copies of Supplemental Agreement No. 2 for the above referenced project. Please have the Mayor execute all five copies and then return all to our office for further processing.

Please do not hesitate to call should you have questions or comments.

Sincerely,

A handwritten signature in blue ink, appearing to read 'John T. Weeks'.

John T. Weeks, P.E.
Project Engineer

/rs

Enclosure(s)

**CITY OF HATTIESBURG
SUPPLEMENTAL AGREEMENT NO. 2**

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WHEREAS: The project provides for widening of Hardy Street between U.S. Hwy. 49 and 21st Ave.

WHEREAS: The original plans called for a 24' arm on the mast arm school warning crossing under pay item 907-639-A0045. There is a conflict with the proposed foundation of said mast arm with an existing fiber optic duct bank. The most feasible solution is to relocate the foundation to the south in an effort to avoid the existing duct bank. The revised extension arm shall be 38' in length and paid for under item 907-639-A0200 for a price of \$11,840.18 each. Fabrication of the mast arm is concurrent with other operations of the contract.

WHEREAS: The LPA planned to use an existing concrete pipe for drainage relief on the project. The existing concrete pipe was found to be deteriorated enough to jeopardize the structural integrity of the pipe. The LPA elected to install corrugated plastic pipe (CPP) under existing pay items to replace the concrete pipe. The abandoned concrete pipe shall be left in place and filled with flowable fill under pay item 907-631-A001 for the unit price of \$125.00 per cubic yard.

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907-631-A001	Flowable Fill, Excavatable	Cubic Yard	20	\$125.00	\$2,500.00

**CITY OF HATTIESBURG
SUPPLEMENTAL AGREEMENT NO. 2**

It is mutually agreed that the addition of sixteen (16) calendar days is necessary for the completion of the extra work required for the installation of the corrugated plastic pipe plus the addition of seven (7) days as a result of the stop work notice due to the tornado on February 10, 2013 result in the revised completion date for the project would therefore be April 23, 2013.

This agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein.

This Supplemental Agreement has been discussed with District Six, Stringfellow and Seyfarth; and Construction Division, Grondin.

**CITY OF HATTIESBURG
SUPPLEMENTAL AGREEMENT NO. 2**

NOW, THEREFORE, WE, Dunn Roadbuilders, LLC, Contractors, and Federal Insurance Company, Surety, hereby agree to said Supplemental Agreement consisting of the above mentioned items and agree that this Supplemental Agreement is hereby made a part of the original contract to be performed under the specifications thereof, and that the original contract is in full force and effect, except insofar as it might be modified by this Supplemental Agreement.

Dated, this 10th day of July, 2013

Federal Insurance Company

Surety

By:

Angie M. Strickland
Angie M. Strickland, Attorney in Fact

Dunn Roadbuilders, LLC

Contractor

By:

Chad L. Bellamy

Recommendation for Approval:

7/17/13
LPA Project Engineer/Architect Date

MDOT

Date

Approved: August 6, 2013

{*Concurrence only for Supplemental Agreements adding a "stand-alone time extension or exceeding \$100,000}
{*Concurrence only for Supplemental Agreements adding funds to an MPO project}

CITY OF HATTIESBURG
SUPPLEMENTAL AGREEMENT NO. 2
SUPPLEMENTAL SHEET

PROJECT NO.: HPP-6098-00(007) LPA 105194-801000

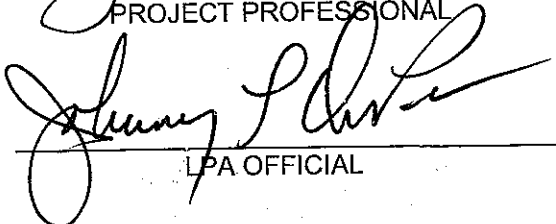
DETAIL EXPLANATION OF NECESSITY OF TIME EXTENSION:

It is mutually agreed that the addition of sixteen (16) calendar days for the installation of the corrugated plastic pipe in addition to the seven (7) calendar days as a result of the stop work notice will result in a revised completion date of April 23, 2013. It is further mutually agreed that the above stated time allowance and unit prices shall be full and final compensation for time, labor, materials, traffic control, equipment and incidentals used in the completing the work addressed herein.

Delay Type	Description	Calendar Days Added	Cumulative Additional Days
Additional Work	Corrugated Plastic Pipe	16	16
Stop Work	Tornado - Feb. 10	7	23
	Total		23



PROJECT PROFESSIONAL



LPA OFFICIAL

**CITY OF HATTIESBURG
SUPPLEMENTAL AGREEMENT NO. 2
SUPPLEMENTAL SHEET**

PROJECT NO.: HPP-6098-00(007) LPA 105194-801000

DETAILED ANALYSIS OF UNIT PRICES:

<u>Change of Pole and Arm design Due to Utility Conflicts</u>						
	Cost	Tax	Bond	Overhead	Markup	Total
Labor	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Material	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Sub	\$9,745.00	\$341.08	\$97.45	\$682.15	\$974.50	\$11,840.18
						\$11,840.18


CONTRACTOR



City of Hattiesburg, MS

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

Master

File Number: 2013-0478

File ID: 2013-0478

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 08/02/2013

Brief Title: USM Fire Protection Agreement for 2013-2014

Final Action: 08/06/2013

Minute Book Number: MB2013-219-220

Title: Authorize Mayor to execute Fire Protection Agreement between the University of Southern Mississippi and the City of Hattiesburg to provide fire protection and related services for a one (1) year term, from July 1, 2013 to June 30, 2014, in the amount of Ninety-five Thousand Six Hundred Fifty-two dollars and zero cents (\$95,652.00)

Notes:

Sponsors:

Enactment Date:

Attachments: USM Fire Protection Agreement for 2013-2014,
executed USM Fire Protection Agreement for
2013-2014

Enactment Number:

Contact:

Meeting Date: 08/06/2013

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	08/06/2013					
1	City Council	08/06/2013	Authorize				Pass

Action Text: A MOTION was made by Council Member Naylor and seconded by Council Member Carroll to Authorize Mayor to execute Fire Protection Agreement between the University of Southern Mississippi and the City of Hattiesburg to provide fire protection and related services for a one (1) year term, from July 1, 2013 to June 30, 2014, in the amount of Ninety-five Thousand Six Hundred Fifty-two dollars and zero cents (\$95,652.00)

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

Yeas: 4 - Bradley, Carroll, Dryden and Naylor

Nays: 0

Absent: 1 - Delgado

Yea: 4 Council Member Bradley
Council Member Carroll
Council Member Dryden
Council Member Naylor

TEL-No Vote: 0

Text of Legislative File 2013-0478

Title

Authorize Mayor to execute Fire Protection Agreement between the University of Southern Mississippi and the City of Hattiesburg to provide fire protection and related services for a one (1) year term, from July 1, 2013 to June 30, 2014, in the amount of Ninety-five Thousand Six Hundred Fifty-two dollars and zero cents (\$95,652.00)

Summary

USM Fire Protection for 2012

Budget Information

Municipal Fire Protection

Expenditure Type

Contract

**FIRE PROTECTION AGREEMENT BY AND BETWEEN THE CITY
OF HATTIESBURG AND THE UNIVERSITY OF SOUTHERN
MISSISSIPPI**

STATE OF MISSISSIPPI

COUNTY OF FORREST

THIS AGREEMENT is made and entered into on this the 1st day of July, 2013,
between the City of Hattiesburg (“City”) and the University of Southern Mississippi
(“University”) for fire protection and related services.

RECITALS

1. The University of Southern Mississippi campus is a legally constituted fire district, created pursuant to the statutory laws of the State of Mississippi as evidenced by Ordinance No. 1687 of the City of Hattiesburg, adopted on August 19, 1970.
2. It is the desire of the University that the City provide fire protection and related services to the aforesaid fire district to the same extent such protection and services are provided to the citizens of the City.
3. It has been determined that the City has the capability of providing the protection and services contemplated by the terms of this Agreement.
4. It is the desire of the parties to terminate all previous agreements relating to the providing of fire protection and related services to the University by the City.

AGREEMENT

1. Services: The City shall furnish to the University, fire protection and related services to the University to the same extent and at that same level provided to its Citizens.
2. Terms: The term of this Agreement shall be for one (1) years and shall commence on July 1, 2013 and shall terminate on June 30, 2014.
3. Consideration: During the term of this Agreement, the University shall pay unto the City an annual fee that is due by August 31 each year according to the following fees schedule:

August 31, 2013 \$95,652.00

4. Review and Adjustments: Annually and on or before the 1st day of May of each year of this Agreement, the protection and services being provided to the University by the City shall be reviewed by the University and appropriate members of the Hattiesburg Fire Department to determine whether or not there is any need to increase the level of services being provided by the City of to meet some specialized need of the University. If it is determined that there is a need to increase the level of services being provided to the University or if it is determined that there exists a specialized need by the University for fire protection, then and in that event, the annual fee herein provided shall be adjusted to compensate the City for the increased level of services or meeting the specialized needs of the University.
5. Related Services: The City shall provide support for all emergency situations on the University campus, including but not limited to incidents of hazardous waste spills and cleanup, persons trapped in elevators, concerts and other events of

public safety concerns. The University agrees to replace all materials used by the City in addressing any hazardous waste spill occurring on campus.

6. Communications: The University shall provide and maintain fire alarms, telephone lines and radio frequencies in order to establish more efficient communications between the Hattiesburg Fire Department and the University personnel at the Physical Plant Department and the Campus Police.
7. Fire Protection Systems: The University shall be responsible for maintenance and/or replacement of all fire extinguishers, sprinkler systems, water mains and fire hydrants and fire flow infrastructure located on campus and under its dominion and control consistent with established standards and provide the City with a current map detailing the location of all hydrants, valves and water mains.
8. Fire Prevention and Fire Safety Education: The University Safety Department shall have primary responsibility for fire and safety inspections of all University buildings and for fire safety education on campus. The Chief of Fire Prevention of the City of Hattiesburg shall provide technical support for life and property safety on campus. The Director of the Physical Plant of the University or a representative will serve as the primary liaison officer between the University and the Fire Prevention Office of the City of Hattiesburg Fire Department.
9. Emergency Response: In all situations of emergency nature other than law enforcement and emergency medical response, the City of Hattiesburg Fire Chief or his representative shall be the officer in charge. The University agrees to provide support services from the Physical Plant Department and Campus Police to insure order and public safety during such emergencies.

10. Entire Agreement and Binding Effect: This Agreement constitutes the entire Agreement between the City and University. No prior written, contemplation, subsequent oral promises or representations shall be binding. This Agreement shall not be amended or changed except by written instrument signed by all parties hereto. Captions herein are for the convenience of the parties only and neither limit nor expand the intent, purpose or meaning of this Agreement.

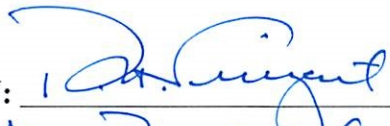
IN WITNESS WHERE, the parties have executed this Agreement as of the date and year first above written,

CITY OF HATTIESBURG, MS

BY: _____
MAYOR

UNIVERSITY OF SOUTHERN MISSISSIPPI

ATTEST:

BY: 
Vice President for Finance
and Administration

BY: _____
CITY CLERK

**FIRE PROTECTION AGREEMENT BY AND BETWEEN THE CITY
OF HATTIESBURG AND THE UNIVERSITY OF SOUTHERN
MISSISSIPPI**

STATE OF MISSISSIPPI

COUNTY OF FORREST

THIS AGREEMENT is made and entered into on this the 1st day of July, 2013,
between the City of Hattiesburg ("City") and the University of Southern Mississippi
("University") for fire protection and related services.

RECITALS

1. The University of Southern Mississippi campus is a legally constituted fire district, created pursuant to the statutory laws of the State of Mississippi as evidenced by Ordinance No. 1687 of the City of Hattiesburg, adopted on August 19, 1970.
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August 31, 2013	\$95,652.00
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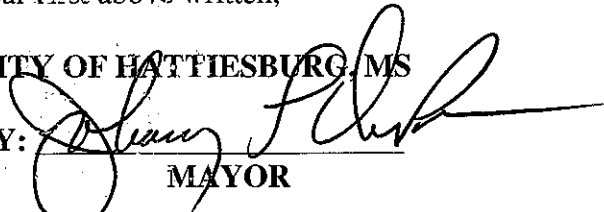
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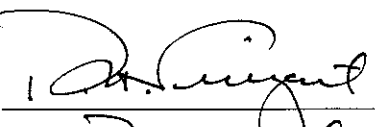
IN WITNESS WHERE, the parties have executed this Agreement as of the date and year first above written,

CITY OF HATTIESBURG, MS

BY: 

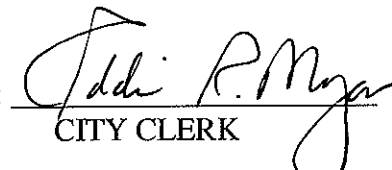
MAYOR

UNIVERSITY OF SOUTHERN MISSISSIPPI

BY: 

*Vice President for Finance
and Administration*

ATTEST:

BY: 

CITY CLERK



City of Hattiesburg, MS

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

Master

File Number: 2013-0479

File ID: 2013-0479

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

File Created: 08/02/2013

Brief Title: Amendment to generator maintenance agreement

Final Action: 08/06/2013

Minute Book Number: MB2013-220

Title:

Approve and authorize execution of amendment to professional services agreement approved at MB 2012-1/201 between the City and Chain Electric Company for maintenance on generators at City owned facilities, per terms outlined in the agreement. (Amendment will add eight additional generators to the agreement)

Notes:

Sponsors:

Enactment Date:

Attachments: Generator maintenance agreement - amendment, executed Generator maintenance agreement - amendment

Enactment Number:

Contact:

Meeting Date: 08/06/2013

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	08/06/2013					
1	City Council	08/06/2013	Approve and Authorize				Pass

Action Text: A MOTION was made by Council Member Naylor and seconded by Council Member Carroll to Approve and authorize execution of amendment to professional services agreement approved at MB 2012-1/201 between the City and Chain Electric Company for maintenance on generators at City owned facilities, per terms outlined in the agreement. (Amendment will add eight additional generators to the agreement)

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

Yeas: 4 - Bradley, Carroll, Dryden and Naylor

Nays: 0

Absent: 1 - Delgado

Yea: 4 Council Member Bradley
 Council Member Carroll
 Council Member Dryden
 Council Member Naylor

TEL-No Vote: 0

Text of Legislative File 2013-0479

Title

Approve and authorize execution of amendment to professional services agreement approved at MB 2012-1/201 between the City and Chain Electric Company for maintenance on generators at City owned facilities, per terms outlined in the agreement. (Amendment will add eight additional generators to the agreement)

Summary

Amendment to generator maintenance agreement

Budget Information

Expenditure Type

Purchasing Item

Publication Information



1308½ W. Pine Street
P. O. Box 2058
Hattiesburg, MS 39403-2058
Telephone (601) 545-3800
FAX (601) 584-8320
e-mail: bchain@bchain.com

July 30, 2013

City of Hattiesburg
Attn: Eddie Myers

RE: Addition of Generators to Maintenance Contract

Per your request, please accept this as our proposal to add 8 generator units, as listed below, to the existing City of Hattiesburg Generator Maintenance Agreement schedule for the remaining 2 years of the agreement.

Generator Units

- 1 - Sanitation Dept. – KOHLER 80kW
- 2 - Bobby L. Chain Airport Maintenance Portable Trailer Type – Taylor 150kW
- 3 - Public Works – Portable Trailer Type – Taylor 80kW
- 4 - Water and Sewer – Portable Trailer Type – Cummins 60kW
- 5 - Water and Sewer – Portable Trailer Type – Cummins 40kW
- 6 - Water and Sewer – Burkett Station South Lagoon – KOHLER 125kW
- 7 - Water and Sewer – Lincoln/28th Ave Booster Station – CAT 155kW
- 8 - Fire Station #1 – KOHLER 125 kW

Yearly Cost for Additional Generators 2013-2014

2013 - \$ 5,798.00

2014 - \$ 5,912.00

Pricing includes 3.5% Contractors Tax.

Current Maintenance Agreement terms and conditions apply.

If you have any questions or concerns, please call me at 601-545-3800 or 601-596-5152.

Thank you,


Harvey Simmons
Manager, Commercial and Industrial Division

Accepted By: _____
City of Hattiesburg

Date: _____



1308½ W. Pine Street
P. O. Box 2058
Hattiesburg, MS 39403-2058
Telephone (601) 545-3800
FAX (601) 584-8320
e-mail: bchain@bchain.com

July 30, 2013

City of Hattiesburg
Attn: Eddie Myers

RE: Addition of Generators to Maintenance Contract

Per your request, please accept this as our proposal to add 8 generator units, as listed below, to the existing City of Hattiesburg Generator Maintenance Agreement schedule for the remaining 2 years of the agreement.

Generator Units

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- 2 - Bobby L. Chain Airport Maintenance Portable Trailer Type – Taylor 150kW
- 3 - Public Works – Portable Trailer Type – Taylor 80kW
- 4 - Water and Sewer – Portable Trailer Type – Cummins 60kW
- 5 - Water and Sewer – Portable Trailer Type – Cummins 40kW
- 6 - Water and Sewer – Burkett Station South Lagoon – KOHLER 125kW
- 7 - Water and Sewer – Lincoln/28th Ave Booster Station – CAT 155kW
- 8 - Fire Station #1 – KOHLER 125 kW

Yearly Cost for Additional Generators 2013-2014

2013 - \$ 5,798.00

2014 - \$ 5,912.00

Pricing includes 3.5% Contractors Tax.
Current Maintenance Agreement terms and conditions apply.

If you have any questions or concerns, please call me at 601-545-3800 or 601-596-5152.

Thank you,

Harvey Simmons

Manager, Commercial and Industrial Division

Accepted By:

City of Hattiesburg

Date:

8-6-13

City of Hattiesburg, MS

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



Meeting Agenda

Tuesday, August 6, 2013

4:30 PM

Council Chambers

City Council - Amendments to the Agenda

Amend Policy Agenda Item VI.-10 at the request of the Administration to read as follows:

VI.-10 [2013-0462](#)

Approve change order entitled Supplemental Agreement No. 2 with Dunn Roadbuilders for the Hardy Street Widening project to make changes to the school warning mast arm, fill abandoned concrete pipe with flowable fill material, and extend term of contract to allow for completion of change items; Authorize Mayor to sign five (5) originals of said agreement.

Attachments: [Dunn Supplemental Agreement No 2](#)
[Dunn Supplemental Agreement No 2 cover letter](#)

Add Policy Agenda Items VI.-14 and VI.-15 at the request of the Administration as follows:

VI.-14 [2013-0478](#)

Authorize Mayor to execute Fire Protection Agreement between the University of Southern Mississippi and the City of Hattiesburg to provide fire protection and related services for a one (1) year term, from July 1, 2013 to June 30, 2014, in the amount of Ninety-five Thousand Six Hundred Fifty-two dollars and zero cents (\$95,652.00)

Attachments: [USM Fire Protection Agreement for 2013-2014](#)

VI.-15 [2013-0479](#)

Approve and authorize execution of amendment to professional services agreement approved at MB 2012-1/201 between the City and Chain Electric Company for maintenance on generators at City owned facilities, per terms outlined in the agreement. (Amendment will add eight additional generators to the agreement)

Attachments: [Generator maintenance agreement - amendment](#)

City of Hattiesburg, MS

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



Meeting Agenda - Final

Tuesday, August 6, 2013

4:30 PM

Council Chambers

City Council - Amendments to the Agenda

Add Policy Agenda Item VI.-17 at the request of the Administration as follows:

- VI.-17** [2013-0484](#) Extend the State of Emergency for an additional thirty (30) days to allow for the ongoing cleanup resulting from Tornado on February 10, 2013.



City of Hattiesburg, MS

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

Master

File Number: 2013-0484

File ID: 2013-0484

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 08/06/2013

Brief Title: Extend State of Emergency

Final Action: 08/06/2013

Minute Book Number: MB2013-220

Title:

Extend the State of Emergency for an additional thirty (30) days to allow for the ongoing cleanup resulting from Tornado on February 10, 2013.

Notes:

Sponsors:

Enactment Date:

Attachments:

Enactment Number:

Contact:

Meeting Date: 08/06/2013

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	08/06/2013					
1	City Council	08/06/2013	Approve				Pass
Action Text: A MOTION was made by Council Member Naylor and seconded by Council Member Carroll to Extend the State of Emergency for an additional thirty (30) days to allow for the ongoing cleanup resulting from Tornado on February 10, 2013.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 4 - Bradley, Carroll, Dryden and Naylor							
Nays: 0							
Absent: 1 - Delgado							

Yea: 4 Council Member Bradley
Council Member Carroll
Council Member Dryden
Council Member Naylor
TEL-No Vote: 0

Text of Legislative File 2013-0484

Title

Extend the State of Emergency for an additional thirty (30) days to allow for the ongoing cleanup resulting from Tornado on February 10, 2013.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information