

City of Hattiesburg, MS

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



Meeting Agenda - Final

Tuesday, August 8, 2017

5:00 PM

Council Chambers

City Council

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

for the July 5, 17, 18, 19 and 28, 2017, City Council meetings.

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

- VI.-1** [2017-603](#) Adopt a Resolution setting Public Hearing before City Council on Monday, August 21, 2017 to determine if certain properties are in such a state of uncleanness so as to be a menace to the health and safety of the community, and to provide for notice to owners and authorize publication of the notice hearing.

Attachments: [1.\) Setting P.H. MEMO](#)
[RES-Set PH, Unsafe Properties, 8-8-17](#)
[RES#2017-81, executed RES-Set PH, Unsafe Properties, 8-8-17](#)

- VI.-2** [2017-517](#) Adopt a Resolution authorizing Disbursement No. 18 from the Project Fund Escrow Account in connection with certain Equipment Lease/Purchase Agreement, dated as of February 4, 2016, by and between Banc of America Public Capital Corp. and City of Hattiesburg.

Attachments: [Disbursement No. 18](#)
[RES#2017-82, executed Disbursement No. 18](#)

- VI.-3** [2017-572](#) Authorize Mayor to execute agreement with Craft Entities, LLC d/b/a Wage Hour Assessments & Solutions, a consulting firm, to provide wage hour consultative services to the City of Hattiesburg for a period of twelve(12) months, beginning August 1, 2017 and ending July 31, 2018.

Attachments: [Craft Agreement](#)
[executed Craft Agreement](#)

- VI.-4** [2017-574](#) Authorize Mayor to execute in duplicate an agreement between the City of Hattiesburg and Southern Mississippi Planning and Development District for the City to serve as a Host Agency for the Senior Community Service Employment Program.

Attachments: [SSAI Agreement](#)
 [executed SSAI Agreement](#)

- VI.-5** [2017-607](#) Authorize Mayor to execute in duplicate Memorandum of Understanding (MOU) between the City of Hattiesburg and The Shafer Center for Crisis to develop a program to provide crisis intervention services to victims of sexual violence within the Hattiesburg Police Department's jurisdiction.

Attachments: [Shafer Center- Services](#)
 [MOU- Shafer](#)
 [executed MOU- Shafer](#)

- VI.-6** [2017-619](#) Authorize Mayor to execute agreement between City of Hattiesburg and Clearwater Consultants, Inc., for professional engineering services regarding the city lagoons.

Attachments: [Clearwater Consultants Agreement, 8-8-17](#)
 [Clearwater Consultants Work Orders, 8-8-17](#)
 [executed Clearwater Consultants Agreement, 8-8-17](#)

- VI.-7** [2017-601](#) Authorize Mayor to execute contracts in quadruplicate with C.B. Developers, Inc. for the ComSWIP Water Improvements Phase V project.

Attachments: [Contract-executed by contractor](#)
 [1273W013 Affidavit of Publication](#)
 [executed Contract-executed by contractor](#)

- VI.-8** [2017-576](#) Approve the purchase of two (2) Quick Deploy units from Supercircuits for the Hattiesburg Police Department in the amount of \$7,819.20 as a sole source purchase. Supercircuits is the sole manufacturer and market provider for these specific devices.

Attachments: [Sole Source - Supercircuits](#)

- VI.-9** [2017-578](#) Approve and authorize Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Rehabilitation Grant Award to Easter Evans of 708 Mamie Street in an amount not to exceed \$50,000 according to the Housing Rehabilitation and Housing Programs Manual Section VII (E). {Entitlement}

Attachments: [Housing Rehabilitation Grant Award - 708 Mamie Street](#)
[executed Housing Rehabilitation Contractor & Owner Agreement and Grant Aw](#)
[Fully executed COHCDD Contract Easter Evans](#)
[Fully executed Grant Agreement Easter Evans 708 Mamie St](#)

- VI.-10** [2017-579](#) Approve and authorize Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Rehabilitation Grant Award to Carolyn Butler of 610 Cypress Avenue in an amount not to exceed \$50,000 according to the Housing Rehabilitation and Housing Programs Manual Section VII (E). {Entitlement}

Attachments: [Housing Rehabilitation Grant Award - 610 Cypress Street](#)
[executed Housing Rehabilitation Contractor & Owner Agreement and Grant Aw](#)
[Fully executed COHCDD Contract Carolyn Butler](#)
[Fully executed Grant Agreement Carolyn Butler](#)

- VI.-11** [2017-592](#) Approve and adopt revised Citizen Participation Plan for CDBG and HOME Programs and authorize submittal to HUD. {Entitlement}

Attachments: [Revised Citizen Participation Plan](#)

- VI.-12** [2017-577](#) Acknowledge FY17 High Intensity Drug Trafficking Areas (HIDTA) Subgrantee Cooperative Agreement between the Mississippi Bureau of Narcotics, the Mississippi Gulf Coast High Intensity Drug Trafficking Area and the Hattiesburg Police Department to fund one police officer in the amount of \$21,498.00 for drug trafficking prevention activities. (nunc pro tunc)

Attachments: [FY17 HIDTA Subgrant Cooperative Agreement](#)

- VI.-13** [2017-585](#) Ratify and confirm the Mayor's appointment of Paul Sims (Ward 4) to the Planning Commission for a term (August 8, 2017 through May 12, 2022) beginning August 8, 2017 and ending May 12, 2022.

Attachments: [Paul Sims Resume 7-26-2017](#)
[Data sheet Sims HPC 2017](#)

- VI.-14** [2017-587](#) Ratify and confirm the Mayor's appointment of Paul Sims (Ward 4) to the Board of Adjustment for a term (August 8, 2017 through August 7, 2020) beginning August 8, 2017 and ending August 7, 2020.

Attachments: [Paul Sims' Resume 7-26-2017](#)
 [Data sheet Sims BOA 2017](#)

- VI.-15** [2017-588](#) Ratify and confirm the Mayor's appointment of Rebekah Ray, Ph.D. (Ward 3) to the Planning Commission for a term (August 8, 2017 through August 7, 2022) beginning August 8, 2017 and ending August 7, 2022.

Attachments: [Rebekah Ray, Phd Resume for City of Hburg HPC](#)
 [Data sheet Ray HPC 2017](#)

- VI.-16** [2017-589](#) Ratify and confirm the Mayor's appointment of Rebekah Ray, Ph.D. (Ward 3) to the Board of Adjustment for a term (August 8, 2017 through August 7, 2020) beginning August 8, 2017 and ending August 7, 2020.

Attachments: [Rebekah Ray, Phd Resume for City of Hburg BOA](#)
 [Data sheet Ray BOA 2017](#)

- VI.-17** [2017-608](#) Designate the September 8, 2017, street party hosted by Historic Hattiesburg Downtown Association in partnership with the USM Alumni Association, Blue Jazz and other Front Street merchants as a City-approved event for the purposes described in Ordinance Number 3148.

Attachments: [Letter to City Council request alcohol in streets 7.28.17](#)

VII. ROUTINE AGENDA

- VII.-1** [2017-612](#) Acknowledge receipt of letter from the Mississippi Department of Revenue granting the requested ad valorem tax exemption to Sofidel America Corp. for a period not to exceed five (5) years, commencing on January 1, 2016 and ending December 31, 2020, with a true total value of \$22,181,221.; and adopt a final order granting and allowing the same.

Attachments: [DOR Letter-Sofidel](#)
 [Final Order- Sofidel](#)
 [RES#2017-83, executed Final Order- Sofidel](#)

- VII.-2** [2017-609](#) Acknowledge receipt of letter from the Mississippi Department of Revenue granting the requested ad valorem tax exemption to Mar- Jac Poultry MS LLC, for a period not to exceed nine (9) years, commencing January 1, 2016 and ending December 31, 2024, with a true total value of \$10,888,693; adopt final order granting and allowing the same.

Attachments: [Mar-Jac- DOR Letter](#)
 [Mar-Jac -Final Order](#)
 [RES#2017-84, executed Mar-Jac -Final Order](#)

- VII.-3** [2017-617](#) Acknowledge receipt of letter from the Mississippi Department of Revenue granting the requested ad valorem tax exemption to Kohler Company, for a period not to exceed ten (10) years, commencing on January 1, 2016 and ending December 31, 2025, with a true total value of \$3,903,866.; and adopt a final order granting and allowing the same.

Attachments: [Final Order- Kohler](#)
 [DOR Letter-Kohler](#)
 [RES#2017-85, executed Final Order- Kohler](#)

- VII.-4** [2017-611](#) Acknowledge receipt of letter from the Mississippi Department of Revenue granting the requested ad valorem tax exemption to Green Bay Converting, Inc. for a period not to exceed five(5) years, commencing January 1,2016 and ending December 31, 2020, with a true total value of \$3,551,910.; adopt a final order granting and allowing the same.

Attachments: [GREENBAY RESOLUTION](#)
 [GREENBAY DR](#)
 [RES#2017-86, executed GREENBAY RESOLUTION](#)

- VII.-5** [2017-615](#) Acknowledge receipt of letter from the Mississippi Department of Revenue granting the requested ad valorem tax exemption to Western Container Corp, for a period not to exceed five (5) years, commencing on January 1, 2016 and ending on December 31, 2020, with a true total value of \$2,326,429; and adopt a final order granting and allowing the same.

Attachments: [DOR Letter- Western Container](#)
 [Final Order- Western Container \(2\)](#)
 [RES#2017-87, executed Final Order- Western Container \(2\)](#)

- VII.-6** [2017-610](#) Acknowledge receipt of letter from Mississippi Department of Revenue granting the requested ad valorem tax exemption to York International Corp for a period not to exceed five (5) years, commencing on January 1, 2016 and ending December 31, 2020, with a true total value of \$1,858,133.; adopt a final order granting and allowing the same.

Attachments: [York-DOR Letter](#)
 [York- Final Order](#)
 [RES#2017-88, executed York- Final Order](#)

- VII.-7** [2017-616](#) Acknowledge receipt of letter from the Mississippi Department of Revenue granting the requested ad valorem tax exemption to Wis-Pak of Hattiesburg LLC, for a period not to exceed five (5) years, commencing on January 1, 2016 and ending December 31, 2020, with a true total value of \$1,150,274; adopt a final order granting and allowing same.

Attachments: [DOR Letter- Wis-Pak](#)
 [Final Order- Wis-Pak](#)
 [RES#2017-89, executed Final Order- Wis-Pak](#)

- VII.-8** [2017-614](#) Acknowledge receipt of letter from the Mississippi Department of Revenue granting the requested ad valorem tax exemption to Mississippi Tank Company, for a period not to exceed five (5) years, commencing on January 1, 2016 and ending December 31, 2020, with a true total value of \$1,293,650.; and adopt a final order granting and allowing the same.

Attachments: [DOR Letter- Ms Tank](#)
 [Final Order- Ms Tank](#)
 [RES#2017-90, executed Final Order- Ms Tank](#)

- VII.-9** [2017-618](#) Acknowledge receipt of letter from the Mississippi Department of Revenue granting the requested ad valorem tax exemption to Mar-Jac Poultry MS LLC, for a period not to exceed five(5) years, commencing on January 1, 2016 and ending December 31, 2020, with a true total value of \$910,318.; adopt final order granting and allowing same.

Attachments: [DOR Letter - Mar-Jac Poultry MS LLC](#)
 [RES#2017-91, executed Final Order - Mar-Jac Poultry MS LLC](#)

- VII.-10** [2017-613](#) Acknowledge receipt of letter from the Mississippi Department of Revenue granting the requested ad valorem tax exemption to Bio-Soil Enhancers Inc, for a period not to exceed five (5) years, commencing on January 1, 2016 and ending on December 31, 2020, with a true total value of \$124,300.; and adopt a final order granting and allowing same.

Attachments: [DOR Letter- Bio Soil](#)
 [Final Order- Bio Soil](#)
 [RES#2017-92, executed Final Order- Bio Soil](#)

- VII.-11** [2017-575](#) Acknowledge receipt of proposals received on June 8, 2017, for Architectural and Engineering Professionals Services for the City of Hattiesburg Parks and Recreation Department, and accept the proposal of Neel-Schaffer as per recommendation.

Attachments: [Timbereton Park Score Sheets](#)
 [Neel- Schaffer](#)
 [McCleskey](#)
 [Shows, Dearman & Waits](#)
 [W Engineering](#)
 [Major Design](#)
 [PW Ref #HHTGEY01 - A&E score results](#)
 [Proof of Pub-A&E](#)

- VII.-12** [2017-604](#) Acknowledge receipt of bids on July 20, 2017 for the ComSWIP Water Improvements Phase II - Palmers Crossing and Irene Chapel project and accept the bid of C.B. Developers, Inc. in the amount of \$2,054,414.75 as the lowest and best bid.

Attachments: [Recommendation Letter and Bid Tab](#)
 [1273W007_Affidavit of Publication](#)

- VII.-13** [2017-600](#) Acknowledge receipt of bids on May 18, 2017 for the ComSWIP Sewer Improvements Phase V project and accept bid from C.B. Developers, Inc. in the amount of \$1,077,240.50 as the only bid received.

Attachments: [Recommendation Letter and Bid Tab](#)
 [1273S005_Affidavit of Publication](#)

- VII.-14** [2017-602](#) Acknowledge receipt of bids on July 13, 2017 for the Gordons Creek Repair between Hardy Street and Camp Street project and accept bid of Fairley Construction Services, Inc. in the amount of \$528,525.00 as the lowest and best bid.

Attachments: [11243_Recommend Award Letter_Lamar](#)
[11243_Bid Tab](#)
[11243_Gordons Creek_Affidavit of Publication](#)

- VII.-15** [2017-594](#) Authorize issuance of manual check for HOME Program claim.
 {Entitlement HOME}

Attachments: [HOME Program Claim - 709 Highland Avenue](#)

- VII.-16** [2017-583](#) Approve and authorize issuance of manual check for HOME Program Claim per the attached memorandum. {Entitlement HOME}

Attachments: [Manual Check for Hollimon Construction - 106 Ruby Avenue](#)

- VII.-17** [2017-586](#) Approve the City's purchase of three grave spaces located in the South Half (S1/2) of the Northwest Quarter (NW1/4) , and the Southwest Quarter (SW1/4) Lot 71, Section 26, Highland Cemetery, in the amount of \$ 525.00 to John N. Galloway, authorize manual check for the same.

Attachments: [Buy Backs- Galloway-Receipts & Memo](#)
[Galloway- Deed \(08-08-17\)](#)

- VII.-18** [2017-590](#) Approve the City's purchase of one grave space located in the East (1/2) of the Southeast Quarter (SE 1/4), Lot 86, Section 29, Highland Cemetery, in the amount of \$ 175.00 to Jo Ann Warren, authorize manual check for the same.

Attachments: [Buy Backs- Warren- Receipts & Memo](#)
[Warren- Deed \(08-08-17\)](#)

- VII.-19** [2017-582](#) Approve the sale of grave spaces, Per attached memo & receipts

Attachments: [Memos & Receipts \(08-08-17\)](#)
[Deeds \(08-08-17\)](#)
[executed Deeds \(08-08-17\)](#)

VII.-20 [2017-573](#) Approve claims docket for the period ending July 31, 2017.

Attachments: [DOCKET 17.07-31](#)
 [Memo, 8-8-17 addendum to claims docket](#)
 [8-8-17 docket addendum](#)
 [City Employees' timecards - 6-3-17](#)
 [Commissioners' timecards, 6-3-17](#)

VI.-21 [2017-561](#) Acknowledge receipt of \$5,000 check for training conducted in March 2017 by the Hattiesburg Fire Department with Georgia Pacific (New Augusta); authorize acceptance of check and deposit of funds to the fire department's budget for minor fire fighting equipment.

Attachments: [Training Invoice and Check for Georgia Pacific 2017](#)



City of Hattiesburg, MS

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

Master

File Number: 2017-603

File ID: 2017-603

Type: Resolution

Status: Passed

Version: 3

Reference:

In Control: City Council

Requester:

File Created: 08/01/2017

Brief Title: Setting Of Public Hearing

Final Action: 08/08/2017

Minute Book Number: MB2017-332

Title:

Adopt a Resolution setting Public Hearing before City Council on Monday, August 21, 2017 to determine if certain properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community and providing for notice to owners and authorize publication of the notice hearing.

Notes:

Agenda Date: 08/08/2017

Indexes:

Agenda Number: VI.-1

Sponsors:

Enactment Date:

Attachments: 1.) Setting P.H. MEMO, RES-Set PH, Unsafe Properties, 8-8-17, RES#2017-81, executed RES-Set PH, Unsafe Properties, 8-8-17

Enactment Number:

Contact:

Meeting Date: 08/08/2017

Drafter: Akwete Muhammad

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
3	City Council	08/08/2017	Adopt				Pass
Action Text: A MOTION was made by Council Vice President Dryden and seconded by Council Member Delgado to Adopt a Resolution setting Public Hearing before City Council on Monday, August 21, 2017 to determine if certain properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community, and to provide for notice to owners and authorize publication of the notice hearing.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							

Yea: 5 Council Member George
Council Member Delgado
Council President Carroll
Council Vice President Dryden
Council Member Brown

Text of Legislative File 2017-603

Title

Adopt a Resolution setting Public Hearing before City Council on Monday, August 21, 2017 to determine if certain properties are in such a state of uncleanness so as to be a menace to the health and safety of the community and providing for notice to owners and authorize publication of the notice hearing.

Summary

Set Public Hearing

Budget Information

Expenditure Type

Purchasing Item

Publication Information



MAYOR
Toby Barker

COUNCIL - WARD ONE

Jeffrey George

COUNCIL - WARD TWO

Deborah Denard Delgado

COUNCIL - WARD THREE

Carter Carroll

COUNCIL - WARD FOUR

Mary Dryden

COUNCIL - WARD FIVE

Nicholas Brown

MEMORANDUM

TO: Mayor and City Council

FROM: Mark Jordan, Code Enforcement Division Manager

DATE: August 8th, 2017

RE: Setting of Public Hearing

I hereby request the setting of a Public Hearing at 4 p.m. on Monday, August 21st, 2017, to determine if the properties listed below constitute issues of safety and health according to the provisions of MS Code of 1972, Section 21-19-11.

<u>Address</u>	<u>PPIN #</u>	<u>Ward</u>	<u>Violations</u>
1. 535 W. 4 th St.	14464	2	DS,US,T&L,EL,RW
2. 902 W. 5 th St.	23567	2	DS,VS,OGLT&L,DM
3. 124 E. 7 th St.	18440	2	DS,US,OGL,ES,T&L
4. 601 E. 9 th St.	15737	2	DS,VS,OGL,T&L,DM
5. 707 E. 9 th St.	15761	2	DS,VS,OGL,T&L,OS,PT,DM
6. 700 Short 9 th St.	15764	2	DS,VS,OGL,T&L,DM
7. 315 N. 20 th Ave.	13325	4	VS,T&L,OGL,PT
8. 702 S. 22 nd Ave.	13104	4	VS,OGL
9. 305 Klondyke St.	21242	2	DS,VS,OGL,T&L,DM
10. 307 Klondyke St.	21240	2	DS,VS,OGL,T&L,DM
11. 1107 Deason Ave.	19092	2	DS,VS,OGL,T&L,DM
12. 1107 ½ Deason Ave.	19093	2	DS,VS,OGL,T&L,DM
13. 1312 Deason Ave.	22399	2	DS,VS,OGL,T&L,DM

14. 1305 Rebecca Ave.	22475	2	DS,VS,OGL,T&L,HT,DM
15. 1307 Rebecca Ave.	22476	2	DS,VS,OGL,T&L,DM
16. 218 Oak St.	20282	2	DS,VS,OGL,T&L,DM
17. 809 ½ Fairley St.	25866	2	DS,VS,OGL,T&L,DM
18. 708 River St.	17491	2	DS,VS,OGL,T&L,DM
19. 6 Bonnie St.	21086	2	DS,VS,OGL,T&L,PID,DM
20. 201 Chestnut Ave.	22328	5	DS,VS,OGL,DM
21. 210 Chestnut Ave.	22355	5	DS,VS,OGL,DM
22. 212 Chestnut Ave.	22354	5	DS,VS,OGL,DM
23. 1213 Edwards St.	13618	5	US,OGL,DM
24. 105 Edna St.	21138	2	VS,OS,OGL,T&L
25. 6208 U.S. Hwy 49	26594	4	SBROW
26. 2917 Laramie Circle	24772	3	VS,OGL
27. 603 E. Pine St.	15595	2	DS,VS,OGL,T&L,US
28. 2202 ½ Adeline St.	26919	4	T&L,OGL
29. 103 Montague St.	20779	2	DS,VS,US,OGL,T&L
30. 219 S. 23 rd Ave.	16588	4	T&L,OGL
31. 211 S. 24 th Ave.	16568	4	T&L,OGL
32. 211 ½ S. 24 th Ave.	16568	4	VS,US,T&L,OGL,DM
33. 304 Mable St.	20567	2	DS,VS,US,OGL,T&L,DM
34. 306 Mable St.	20568	2	DS,VS,US,OGL,T&L,DM
35. 308 Mable St.	20570	2	DS,VS,US,OGL,T&L,DM
36. Golf Course Rd.	2-025P-36-027	1	VS,ES,OGL,DM
37. 809 N. 30 th Ave	26391	1	AS,OGL,VS,T&L
38. 901 Fairley St.	25860	2	DS,VS,OS,OGL,T&L,GL,PT
39. 1108 E. Hardy St.	21149	2	DS,VS,OGL,US,T&L,DM
40. 115 Harrell St.	21304	5	DS,VS,OGL,DM
41. 1600 E. Hardy St.	20242	2	DS,OS,OGL,T&L,HT,GL,PT DM
42. 1600 E. Hardy St.	33661	2	DS,OS,OGL,T&L,HT,GL,PT VS,DM

Trash & Litter=T&L
Vacant Structure=VS
Dangerous Structure=DS
Overgrown Lot=OGL
Open Storage=OS
Protective Treatment=PT
Accessory Structure=AS
Unsafe Structure=US
Abandoned Vehicle=AV
Interior Structure=IS
Exterior Structure=ES
Electrical=EL
Responsibility (Water)=RW
Hazardous Tree=HT
Glazing=GL
PID=Premise Id
X's2=2 Structures
Structure Built in Right of Way= SBROW
Demo=DM

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

RESOLUTION

WHEREAS, complaint has been made to the City of Hattiesburg, Mississippi, that the following properties to wit:

<u>Address</u>	<u>PPIN #</u>	<u>Ward</u>	<u>Violations</u>
1. 535 W. 4 th St.	14464	2	DS,US,T&L,EL,RW
2. 902 W. 5 th St.	23567	2	DS,VS,OGLT&L,DM
3. 124 E. 7 th St.	18440	2	DS,US,OGL,ES,T&L
4. 601 E. 9 th St.	15737	2	DS,VS,OGL,T&L,DM
5. 707 E. 9 th St.	15761	2	DS,VS,OGL,T&L,OS,PT,DM
6. 700 Short 9 th St.	15764	2	DS,VS,OGL,T&L,DM
7. 315 N. 20 th Ave.	13325	4	VS,T&L,OGL,PT
8. 702 S. 22 nd Ave.	13104	4	VS,OGL
9. 305 Klondyke St.	21242	2	DS,VS,OGL,T&L,DM
10. 307 Klondyke St.	21240	2	DS,VS,OGL,T&L,DM
11. 1107 Deason Ave.	19092	2	DS,VS,OGL,T&L,DM
12. 1107 ½ Deason Ave.	19093	2	DS,VS,OGL,T&L,DM
13. 1312 Deason Ave.	22399	2	DS,VS,OGL,T&L,DM
14. 1305 Rebecca Ave.	22475	2	DS,VS,OGL,T&L,HT,DM
15. 1307 Rebecca Ave.	22476	2	DS,VS,OGL,T&L,DM
16. 218 Oak St.	20282	2	DS,VS,OGL,T&L,DM
17. 809 ½ Fairley St.	25866	2	DS,VS,OGL,T&L,DM
18. 708 River St.	17491	2	DS,VS,OGL,T&L,DM
19. 6 Bonnie St.	21086	2	DS,VS,OGL,T&L,PID,DM
20. 201 Chestnut Ave.	22328	5	DS,VS,OGL,DM
21. 210 Chestnut Ave.	22355	5	DS,VS,OGL,DM
22. 212 Chestnut Ave.	22354	5	DS,VS,OGL,DM
23. 1213 Edwards St.	13618	5	US,OGL,DM
24. 105 Edna St.	21138	2	VS,OS,OGL,T&L
25. 6208 U.S. Hwy 49	26594	4	SBROW
26. 2917 Laramie Circle	24772	3	VS,OGL
27. 603 E. Pine St.	15595	2	DS,VS,OGL,T&L,US
28. 2202 ½ Adeline St.	26919	4	T&L,OGL
29. 103 Montague St.	20779	2	DS,VS,US,OGL,T&L
30. 219 S. 23 rd Ave.	16588	4	T&L,OGL
31. 211 S. 24 th Ave.	16568	4	T&L,OGL
32. 211 ½ S. 24 th Ave.	16568	4	VS,US,T&L,OGL,DM

33. 304 Mable St.	20567	2	DS,VS,US,OGL,T&L,DM
34. 306 Mable St.	20568	2	DS,VS,US,OGL,T&L,DM
35. 308 Mable St.	20570	2	DS,VS,US,OGL,T&L,DM
36. Golf Course Rd.	2-025P-36-027	1	VS,ES,OGL,DM
37. 809 N. 30 th Ave	26391	1	AS,OGL,VS,T&L
38. 901 Fairley St.	25860	2	DS,VS,OS,OGL,T&L,GL,PT
39. 1108 E. Hardy St.	21149	2	DS,VS,OGL,US,T&L,DM
40. 115 Harrell St.	21304	5	DS,VS,OGL,DM
41. 1600 E. Hardy St.	20242	2	DS,OS,OGL,T&L,HT,GL,PT DM
42. 1600 E. Hardy St.	33661	2	DS,OS,OGL,T&L,HT,GL,PT VS,DM

are in such a state of uncleanliness so as to be a menace to the health and safety of the community; and

WHEREAS, it is in the public interest that the City Council, on its own motion, hold hearings as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the above properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, that the owners of the above-described properties be notified, as provided by law, of a hearing to be held by the City Council in Council Chambers of City Hall in Hattiesburg, Mississippi, at 4:00 p.m. on Monday, August 21st , 2017, to determine whether or not the above-described properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community.

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

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 8th day of August, A.D., 2017.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 8th day of August, A.D., 2017.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

RESOLUTION

WHEREAS, complaint has been made to the City of Hattiesburg, Mississippi, that the following properties to wit:

<u>Address</u>	<u>PPIN #</u>	<u>Ward</u>	<u>Violations</u>
1. 535 W. 4 th St.	14464	2	DS,US,T&L,EL,RW
2. 902 W. 5 th St.	23567	2	DS,VS,OGLT&L,DM
3. 124 E. 7 th St.	18440	2	DS,US,OGL,ES,T&L
4. 601 E. 9 th St.	15737	2	DS,VS,OGL,T&L,DM
5. 707 E. 9 th St.	15761	2	DS,VS,OGL,T&L,OS,PT,DM
6. 700 Short 9 th St.	15764	2	DS,VS,OGL,T&L,DM
7. 315 N. 20 th Ave.	13325	4	VS,T&L,OGL,PT
8. 702 S. 22 nd Ave.	13104	4	VS,OGL
9. 305 Klondyke St.	21242	2	DS,VS,OGL,T&L,DM
10. 307 Klondyke St.	21240	2	DS,VS,OGL,T&L,DM
11. 1107 Deason Ave.	19092	2	DS,VS,OGL,T&L,DM
12. 1107 ½ Deason Ave.	19093	2	DS,VS,OGL,T&L,DM
13. 1312 Deason Ave.	22399	2	DS,VS,OGL,T&L,DM
14. 1305 Rebecca Ave.	22475	2	DS,VS,OGL,T&L,HT,DM
15. 1307 Rebecca Ave.	22476	2	DS,VS,OGL,T&L,DM
16. 218 Oak St.	20282	2	DS,VS,OGL,T&L,DM
17. 809 ½ Fairley St.	25866	2	DS,VS,OGL,T&L,DM
18. 708 River St.	17491	2	DS,VS,OGL,T&L,DM
19. 6 Bonnie St.	21086	2	DS,VS,OGL,T&L,PID,DM
20. 201 Chestnut Ave.	22328	2	DS,VS,OGL,DM
21. 210 Chestnut Ave.	22355	5	DS,VS,OGL,DM
22. 212 Chestnut Ave.	22354	5	DS,VS,OGL,DM
23. 1213 Edwards St.	13618	5	US,OGL,DM
24. 105 Edna St.	21138	2	VS,OS,OGL,T&L
25. 6208 U.S. Hwy 49	26594	4	SBROW
26. 2917 Laramie Circle	24772	3	VS,OGL
27. 603 E. Pine St.	15595	2	DS,VS,OGL,T&L,US
28. 2202 ½ Adeline St.	26919	4	T&L,OGL
29. 103 Montague St.	20779	2	DS,VS,US,OGL,T&L
30. 219 S. 23 rd Ave.	16588	4	T&L,OGL
31. 211 S. 24 th Ave.	16568	4	T&L,OGL
32. 211 ½ S. 24 th Ave.	16568	4	VS,US,T&L,OGL,DM

33. 304 Mable St.	20567	2	DS,VS,US,OGL,T&L,DM
34. 306 Mable St.	20568	2	DS,VS,US,OGL,T&L,DM
35. 308 Mable St.	20570	2	DS,VS,US,OGL,T&L,DM
36. Golf Course Rd.	2-025P-36-027	1	VS,ES,OGL,DM
37. 809 N. 30 th Ave	26391	1	AS,OGL,VS,T&L
38. 901 Fairley St.	25860	2	DS,VS,OS,OGL,T&L,GL,PT
39. 1108 E. Hardy St.	21149	2	DS,VS,OGL,US,T&L,DM
40. 115 Harrell St.	21304	5	DS,VS,OGL,DM
41. 1600 E. Hardy St.	20242	2	DS,OS,OGL,T&L,HT,GL,PT DM
42. 1600 E. Hardy St.	33661	2	DS,OS,OGL,T&L,HT,GL,PT VS,DM

are in such a state of uncleanness so as to be a menace to the health and safety of the community; and

WHEREAS, it is in the public interest that the City Council, on its own motion, hold hearings as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the above properties are in such a state of uncleanness so as to be a menace to the health and safety of the community.

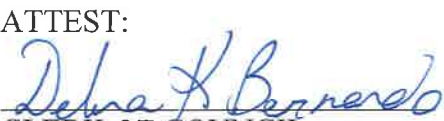
NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, that the owner of the above described properties be notified, as provided by law, of a hearing to be held by the City Council in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, at 4:00 p.m. on Monday, August 21st , 2017, to determine whether or not the above-described properties are in such a state of uncleanness so as to be a menace to the health and safety of the community.

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

YEAS:	NAYS:	ABSENT:
George	None	
Delgado		
Carroll		
Dryden		
Brown		

The President thereby declared the motion carried and the resolution adopted the 8th day of August, A.D., 2017.

(SEAL)

ATTEST:

 CLERK OF COUNCIL

ADOPTED:

 PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the 8th day of August, A.D., 2017.

ATTEST:



CITY CLERK

APPROVED:



MAYOR



City of Hattiesburg, MS

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

Master

File Number: 2017-517

File ID: 2017-517

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 07/31/2017

Brief Title: RES - Disbursement No. 18 from the Project Fund Escrow Account in connection with certain Equipment Lease/Purchase Agreement, dated as of February 4, 2016.

Final Action: 08/08/2017

Minute Book Number: MB2017-333

Title:

Adopt a Resolution authorizing Disbursement No. 18 from the Project Fund Escrow Account in connection with certain Equipment Lease/Purchase Agreement, dated as of February 4, 2016, by and between Banc of America Public Capital Corp. and City of Hattiesburg.

Notes:

Agenda Date: 08/08/2017

Indexes:

Agenda Number: VI.-2

Sponsors:

Enactment Date:

Attachments: Disbursement No. 18, RES#2017-82, executed Disbursement No. 18

Enactment Number:

Contact:

Meeting Date: 08/08/2017

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	08/08/2017	Adopt				Pass
	Action Text: Adopt						
		Yea: 5		Council Member George Council Member Delgado Council President Carroll Council Vice President Dryden Council Member Brown			

Text of Legislative File 2017-517

Title

Adopt a Resolution authorizing Disbursement No. 18 from the Project Fund Escrow Account in

connection with certain Equipment Lease/Purchase Agreement, dated as of February 4, 2016, by and between Banc of America Public Capital Corp. and City of Hattiesburg.

Summary

Adopt a Resolution authorizing Disbursement No. 18 from the Project Fund Escrow Account in connection with certain Equipment Lease/Purchase Agreement, dated as of February 4, 2016, by and between Banc of America Public Capital Corp. and City of Hattiesburg.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

The City Council of the City of Hattiesburg, Mississippi (the “City”) acting for and on behalf of the City, took up for consideration the matter of requesting and authorizing Disbursement No. **18** of funds from the Escrow Account in connection with the Equipment Lease/Purchase Agreement between the City and Banc of America Public Capital Corp and an Escrow and Account Control Agreement between the City and Bank of America, N.A., as Escrow Agent, dated February 4, 2016. After discussion of the subject, Council Member _____ offered and moved for the adoption of the following resolution:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE “CITY”) AUTHORIZING DISBURSEMENT NO. 18 FROM THE ESCROW ACCOUNT IN CONNECTION WITH THAT EQUIPMENT LEASE/PURCHASE AGREEMENT DATED FEBRUARY 4, 2016, BY AND BETWEEN THE CITY AND BANC OF AMERICA PUBLIC CAPITAL CORP AND AN ESCROW AND ACCOUNT CONTROL AGREEMENT BETWEEN THE CITY AND BANK OF AMERICA, N.A., AS ESCROW AGENT, ALL IN CONNECTION WITH THAT CERTAIN PERFORMANCE CONTRACT UNDERTAKEN PURSUANT TO THE MISSISSIPPI DEVELOPMENT AUTHORITY CAPITAL LEASE PROGRAM TO FINANCE ENERGY EFFICIENCY AND CONSERVATION EQUIPMENT FOR CERTAIN FACILITIES LOCATED THROUGHOUT THE CITY, AND RELATED MATTERS.

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

Whereas, the City Council of the City now finds it necessary to approve Disbursement No. **18** from the Escrow Account under the Lease in the total aggregate amount of \$ **14,175.00** for the purpose of paying vendors in connection with the lease as more particularly described in Exhibit A.

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

SECTION 1. The City Council of the City hereby authorizes and approves Disbursement No. **18** from the Escrow Account under the Lease in the total aggregate amount of **Fourteen Thousand One Hundred Seventy-five and no/100 Dollars (\$ 14,175.00)** for the purpose of paying vendors in connection with the Lease as more particularly described in Exhibit A.

SECTION 2. The City Council hereby directs Bank of America, National Association, as the Escrow Agent, to disburse funds of Disbursement No. **17** in the total aggregate amount **Fourteen Thousand One Hundred Seventy-five and no/100 Dollars (\$ 14,175.00)** as authorized herein, as more particularly described in Exhibit A.

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

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the **8th** day of **August**, 2017.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **8th** day of **August**, 2017.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

EXHIBIT A

DISBURSEMENT OF ESCROW FUNDS REQUEST

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 2 PAGES

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

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

APPLICATION NO: 18
PERIOD TO: 7/31/2017
PROJECT NO: 5PYQ-0016

Distribution to:

☒	OWNER
☐	ARCHITECT
☐	CONTRACTOR
☐	
☐	

FROM CONTRACTOR:

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

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

CONTRACT FOR: Energy Performance Upgrades

CONTRACT DATE: 28-Aug-15

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$	7,249,714
2. Net change by Change Orders	\$	0
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	7,249,714
4. TOTAL COMPLETED & STORED TO	\$	6,887,228
DATE (Column G on G703)		
5. RETAINAGE:		
a. 0 % of Completed Work	\$	\$0
(Column D + E on G703)		
b. 0 % of Stored Material	\$	0
(Column F on G703)		
Total Retainage (Lines 5a + 5b or		
Total in Column I of G703)	\$	0
6. TOTAL EARNED LESS RETAINAGE	\$	6,887,228
(Line 4 Less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR		
PAYMENT (Line 6 from prior Certificate)	\$	6,873,053
8. CURRENT PAYMENT DUE	\$	14,175
		0
		0
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$	362,486
(Line 3 less Line 6)		

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

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

CONTRACTOR: Johnson Controls, Inc.

By: Derland Moore II Date: 7/25/2017

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data
comprising the application, the Architect certifies to the Owner that to the best of the
Architect's knowledge, information and belief the Work has progressed as indicated,
the quality of the Work is in accordance with the Contract Documents, and the Contractor

is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 14,175

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

By: _____ Date: _____

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

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G703, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

JCI PROJECT NO: 5PYQ-0016

APPLICATION NO: 18
APPLICATION DATE: 7/25/2017
PERIOD TO: 31-Jul-17

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
	<u>General Fund</u>								
1	Lighting Upgrade	\$ 1,186,211	\$1,163,196	0	\$0	\$1,163,196	98%	\$23,015	\$0
2	Energy Management Control System	\$ 470,334	\$450,702	0	\$0	\$450,702	96%	\$19,632	\$0
3	Small Unitary Equipment Replacement	\$ 362,896	\$359,367	0	\$0	\$359,367	99%	\$3,529	\$0
4	City Hall HVAC Upgrade	\$ 593,004	\$571,868	0	\$0	\$571,868	96%	\$21,136	\$0
5	Jackie Doyle HVAC Upgrade	\$ 102,285	\$102,285	0	\$0	\$102,285	100%	\$0	\$0
6	Solar Photo-Voltaic System	\$ 33,901	\$33,901	0	\$0	\$33,901	100%	\$0	\$0
	<u>Enterprise Fund</u>								
7	Lighting Upgrade	\$ 394,328	\$384,608	0	\$0	\$384,608	98%	\$9,720	\$0
8	Energy Management Control System	\$ 33,262	\$28,904	0	\$0	\$28,904	87%	\$4,358	\$0
9	Boiler Replacement	\$ 144,945	\$144,945	0	\$0	\$144,945	100%	\$0	\$0
10	Water Treatment Plant Control Upgrade	\$ 1,240,751	\$1,179,353	0	\$0	\$1,179,353	95%	\$61,398	\$0
11	Lift Station Control Upgrade	\$ 1,409,975	\$1,275,935	0	\$0	\$1,275,935	90%	\$134,040	\$0
12	Water Conservation Option	\$ 1,277,822	\$1,177,989	14,175	\$0	\$1,192,164	93%	\$85,658	\$0
GRAND TOTALS:		\$7,249,714	\$6,873,053	14,175	\$0	\$6,887,228	95%	\$362,486	\$0

SCHEDULE 1
to the Escrow and Account Control Agreement

FORM OF DISBURSEMENT REQUEST

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

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

Disbursement Amounts:

Payee’s Name and Address (if disbursement via wire, must include wire transfer instructions)	Invoice Number	Dollar Amount	Purpose
Johnson Control, Inc. JPM Chase One Bank Plaza Chicago, IL 60 670 ABA# 071000013 Account # 5514347	Pay App 18	\$14,175.00	Energy Performance Upgrades

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

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

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

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

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

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

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

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

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

Dated: **August 8, 2017**

CITY OF HATTIESBURG, MISSISSIPPI

By: _____
Mayor Toby Barker

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

BANC OF AMERICA PUBLIC CAPITAL CORP
as Lessor under the Lease

By: _____
Name:
Title:

The City Council of the City of Hattiesburg, Mississippi (the "City") acting for and on behalf of the City, took up for consideration the matter of requesting and authorizing Disbursement No. 18 of funds from the Escrow Account in connection with the Equipment Lease/Purchase Agreement between the City and Banc of America Public Capital Corp and an Escrow and Account Control Agreement between the City and Bank of America, N.A., as Escrow Agent, dated February 4, 2016. After discussion of the subject, Council Member Delgado offered and moved for the adoption of the following resolution:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE "CITY") AUTHORIZING DISBURSEMENT NO. 18 FROM THE ESCROW ACCOUNT IN CONNECTION WITH THAT EQUIPMENT LEASE/PURCHASE AGREEMENT DATED FEBRUARY 4, 2016, BY AND BETWEEN THE CITY AND BANC OF AMERICA PUBLIC CAPITAL CORP AND AN ESCROW AND ACCOUNT CONTROL AGREEMENT BETWEEN THE CITY AND BANK OF AMERICA, N.A., AS ESCROW AGENT, ALL IN CONNECTION WITH THAT CERTAIN PERFORMANCE CONTRACT UNDERTAKEN PURSUANT TO THE MISSISSIPPI DEVELOPMENT AUTHORITY CAPITAL LEASE PROGRAM TO FINANCE ENERGY EFFICIENCY AND CONSERVATION EQUIPMENT FOR CERTAIN FACILITIES LOCATED THROUGHOUT THE CITY, AND RELATED MATTERS.

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

Whereas, the City Council of the City now finds it necessary to approve Disbursement No. 18 from the Escrow Account under the Lease in the total aggregate amount of \$ 14,175.00 for the purpose of paying vendors in connection with the lease as more particularly described in Exhibit A.

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

SECTION 1. The City Council of the City hereby authorizes and approves Disbursement No. 18 from the Escrow Account under the Lease in the total aggregate amount of **Fourteen Thousand One Hundred Seventy-five and no/100 Dollars (\$ 14,175.00)** for the purpose of paying vendors in connection with the Lease as more particularly described in Exhibit A.

SECTION 2. The City Council hereby directs Bank of America, National Association, as the Escrow Agent, to disburse funds of Disbursement No. 17 in the total aggregate amount **Fourteen Thousand One Hundred Seventy-five and no/100 Dollars (\$ 14,175.00)** as authorized herein, as more particularly described in Exhibit A.

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

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

YEAS:

George
Delgado
Carroll
Dryden
Brown

NAYS:

None

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 8th day of August, 2017.

(SEAL)

ATTEST:


CLERK OF COUNCIL

ADOPTED:


PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 8th day of August, 2017.

ATTEST:


CITY CLERK

APPROVED:


MAYOR

EXHIBIT A

DISBURSEMENT OF ESCROW FUNDS REQUEST

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 2 PAGES

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

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

APPLICATION NO: 18
PERIOD TO: 7/31/2017
PROJECT NO: 5PYQ-0016

Distribution to:

☒	OWNER
☐	ARCHITECT
☐	CONTRACTOR

FROM CONTRACTOR:

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

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

CONTRACT FOR: Energy Performance Upgrades

CONTRACT DATE: 28-Aug-15

CONTRACTOR'S APPLICATION FOR PAYMENT

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

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

CONTRACTOR: Johnson Controls, Inc.

By: Derland Moore II

Date: 7/25/2017

1. ORIGINAL CONTRACT SUM	\$	7,249,714
2. Net change by Change Orders	\$	0
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	7,249,714
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	6,887,228
5. RETAINAGE:		
a. 0 % of Completed Work (Column D + E on G703)	\$	\$0
b. 0 % of Stored Material (Column F on G703)	\$	0
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	0
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$	6,887,228
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	6,873,053
8. CURRENT PAYMENT DUE	\$	14,175
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	362,486

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

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor

is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 14,175

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

Owner:

By: [Signature]

Date: 8-8-17

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

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G703, APPLICATION AND CERTIFICATION FOR PAYMENT, requires Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column For Contracts where variable retentions for final items may apply.

R.171000.1 NO. 11-00-0016

APPLICATION NO. 18
APPLICATION DATE: 7/25/2017
PERIOD TO: 31-Jul-17

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN DOLLARS)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G ÷ C)	I BALANCE TO FINISH (C - G)	J RETAINAGE (IF VARIABLE RATE)
			E FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	<u>General Fund</u>								
1	Lighting Upgrade	\$ 1,163,111	\$ 1,163,196	0	\$0	\$1,163,196	98%	\$23,015	\$0
2	Energy Management Control System	\$ 470,334	\$450,702	0	\$0	\$450,702	96%	\$19,632	\$0
3	Small Utility Equipment Replacement	\$ 362,896	\$359,367	0	\$0	\$359,367	99%	\$3,529	\$0
4	City Hall HVAC Upgrade	\$ 593,004	\$571,868	0	\$0	\$571,868	96%	\$21,136	\$0
5	Jackie Doyle HVAC Upgrade	\$ 102,285	\$102,285	0	\$0	\$102,285	100%	\$0	\$0
6	Solar Photo-Voltaic System	\$ 33,901	\$33,901	0	\$0	\$33,901	100%	\$0	\$0
	<u>Enterprise Fund</u>								
7	Lighting Upgrade	\$ 394,328	\$384,608	0	\$0	\$384,608	98%	\$9,720	\$0
8	Energy Management Control System	\$ 33,262	\$28,904	0	\$0	\$28,904	87%	\$4,358	\$0
9	Boiler Replacement	\$ 144,945	\$144,945	0	\$0	\$144,945	100%	\$0	\$0
10	Water Treatment Plant Control Upgrade	\$ 1,240,751	\$1,179,353	0	\$0	\$1,179,353	95%	\$61,398	\$0
11	Lift Station Control Upgrade	\$ 1,409,975	\$1,275,935	0	\$0	\$1,275,935	90%	\$134,040	\$0
12	Water Conservation Option	\$ 1,277,822	\$1,177,989	14,175	\$0	\$1,192,164	93%	\$85,658	\$0
GRAND TOTALS:		\$7,249,714	\$6,873,853	14,175	\$0	\$6,887,228	95%	\$362,486	\$0

SCHEDULE 1
to the Escrow and Account Control Agreement

FORM OF DISBURSEMENT REQUEST

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

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

Disbursement Amounts:

Payee's Name and Address (if disbursement via wire, must include wire transfer instructions)	Invoice Number	Dollar Amount	Purpose
Johnson Control, Inc. JPM Chase One Bank Plaza Chicago, IL 60 670 ABA# 071000013 Account # 5514347	Pay App 18	\$14,175.00	Energy Performance Upgrades

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

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

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

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

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

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

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

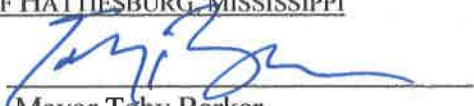
(viii) The representations, warranties and covenants of Lessee set forth in the Lease are true and correct as of the date hereof.

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

Dated: **August 8, 2017**

CITY OF HATTIESBURG, MISSISSIPPI

By:


Mayor Toby Barker

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

BANC OF AMERICA PUBLIC CAPITAL CORP
as Lessor under the Lease

By: _____
Name:
Title:



City of Hattiesburg, MS

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

Master

File Number: 2017-572

File ID: 2017-572

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 07/31/2017

Brief Title: Craft Entities, LLC d/b/a Wage Hour Assessments & Solutions

Final Action: 08/08/2017

Minute Book Number: MB2017-333

Title:

Authorize Mayor to execute agreement with Craft Entities, LLC d/b/a Wage Hour Assessments & Solutions, a consulting firm, to provide wage hour consultative services to the City of Hattiesburg for a period of twelve(12) months, beginning August 1, 2017 and ending July 31, 2018.

Notes:

Agenda Date: 08/08/2017

Indexes:

Agenda Number: VI.-3

Sponsors:

Enactment Date:

Attachments: Craft Agreement, executed Craft Agreement

Enactment Number:

Contact:

Meeting Date: 08/08/2017

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	08/08/2017	Authorize				Pass

Action Text: A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Authorize Mayor to execute agreement with Craft Entities, LLC d/b/a Wage Hour Assessments & Solutions, a consulting firm, to provide wage hour consultative services to the City of Hattiesburg for a period of twelve (12) months, beginning August 1, 2017, and ending July 31, 2018.

Mayor Barker responded to an inquiry from Council member Delgado regarding this agreement. He said the City employed Mr. Craft in 2013 and again in 2015, that he has conducted a wage/hour assessment of every department, and that this agreement will continue that work and will keep him on retainer for as a wage/hour investigator at \$500 a month.

Council member Delgado asked if any of the city's human resources staff members have wage/hour expertise; Mayor Barker said that he will check.

Council President Carroll stated that Mr. Craft saved the city money on [legal fees] earlier this year by responding to questions from firefighters about overtime pay.

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

Yeas: 4 - George, Carroll, Dryden and Brown

Nays: 0

Abstain: 1 - Delgado

Yea: 4	Council Member George
	Council President Carroll
	Council Vice President Dryden
	Council Member Brown
Nay: 1	Council Member Delgado

Text of Legislative File 2017-572

Title

Authorize Mayor to execute agreement with Craft Entities, LLC d/b/a Wage Hour Assessments & Solutions, a consulting firm, to provide wage hour consultative services to the City of Hattiesburg for a period of twelve(12) months, beginning August 1, 2017 and ending July 31, 2018.

Summary

Authorize Mayor to execute agreement with Craft Entities, LLC d/b/a Wage Hour Assessments & Solutions, a consulting firm, to provide wage hour consultative services to the City of Hattiesburg for a period of twelve(12) months, beginning August 1, 2017 and ending July 31, 2018.

Budget Information

[Enter Budget Information Here Without Parentheses. Example: Cost Center Line Item, Amount]

Expenditure Type

[Enter Expenditure Type Here Without Parentheses. Example: Regular Budget Item, Grant, Lease Purchase, etc.]

Purchasing Item

[Enter Purchasing Item Here Without Parentheses. Example: Sealed Bid, State Contract, Unadvertised Bid, Regular Purchase.]

Publication Information

[Please enter publication sites and dates]

**CRAFT ENTITIES, LLC
d/b/a Wage Hour Assessments & Solutions,
a Consulting Firm**

Van E. Craft
Owner/Consultant

Address:
9 Winbourne Drive
Hattiesburg, MS 39402-8729

Date:
July 1, 2017

Telephone: (601) 606-4750
FACSIMILE: (601) 264-0650
E-mail: wagehourconsultant@gmail.com

Ms. Gena Hopkins, Human Resources Director
City of Hattiesburg
200 Forrest Street
P. O. Box 1898
Hattiesburg, MS 39403-1898

Re: Proposed Project

Dear Ms. Hopkins:

In accordance with our conversations, it is our understanding that you are interested in retaining this firm to provide Wage Hour consultative services for twelve (12) months. This work will involve answering questions and making recommendations in matters relating to Wage Hour issues as they arise in your City's operations. This consulting firm is not a law firm, and as such, does not offer legal opinions or advice.

In connection with the services to be performed, a monthly retainer fee of \$500.00 will be paid to this firm. If the time needed to provide these services exceeds two (2) hours any month, the additional time will be billed at the rate of \$250.00 per hour in quarter hour increments. This agreement will cover the period from August 1, 2017, to July 31, 2018. If additional work related to specific projects is needed, it may be conducted under separate agreement(s).

Client will provide any duplication, postage, and other necessary services to perform the requirements of this contract. No in-town mileage or meal expenses will be charged to the client. Any necessary expenses for out-of-town lodging/travel (automobile mileage @ \$.535 per mile) and meal expenses will be reimbursed by the client. Monthly billings will be submitted by this firm reflecting services rendered, time spent, and expenses incurred, if any. Payment is due each month upon receipt of the statement.

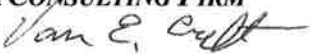
You may discharge us at any time. We have the right to withdraw as consultants in the event that you:

- a. Do not pay our bills in a timely manner,
- b. Insist that we do something illegal,
- c. Do not cooperate with us, or
- d. Fail to inform us of, or misrepresent to us, any facts that are material.

If you should have any questions concerning our services or the contents of this letter agreement, please contact me before signing it. If you agree with the terms of this letter agreement, kindly sign where indicated below and return the original to us. Thank you for your attention, and we look forward to serving you and representing your interests.

With best regards,

Very truly yours,

CRAFT ENTITIES, LLC
D/B/A WAGE HOUR ASSESSMENTS & SOLUTIONS,
A CONSULTING FIRM

/s/ Van E. Craft

Van E. Craft, Owner/Consultant

CONSENTED TO AND APPROVED:

By: _____
Signature of Client

Date: _____

**CRAFT ENTITIES, LLC
d/b/a Wage Hour Assessments & Solutions,
a Consulting Firm**

Van E. Craft
Owner/Consultant

Address:
9 Winbourne Drive
Hattiesburg, MS 39402-8729

Date:
July 1, 2017

Telephone: (601) 606-4750
FACSIMILE: (601) 264-0650
E-mail: wagehourconsultant@gmail.com

Ms. Gena Hopkins, Human Resources Director
City of Hattiesburg
200 Forrest Street
P. O. Box 1898
Hattiesburg, MS 39403-1898

Re: Proposed Project

Dear Ms. Hopkins:

In accordance with our conversations, it is our understanding that you are interested in retaining this firm to provide Wage Hour consultative services for twelve (12) months. This work will involve answering questions and making recommendations in matters relating to Wage Hour issues as they arise in your City's operations. This consulting firm is not a law firm, and as such, does not offer legal opinions or advice.

In connection with the services to be performed, a monthly retainer fee of \$500.00 will be paid to this firm. If the time needed to provide these services exceeds two (2) hours any month, the additional time will be billed at the rate of \$250.00 per hour in quarter hour increments. This agreement will cover the period from August 1, 2017, to July 31, 2018. If additional work related to specific projects is needed, it may be conducted under separate agreement(s).

Client will provide any duplication, postage, and other necessary services to perform the requirements of this contract. No in-town mileage or meal expenses will be charged to the client. Any necessary expenses for out-of-town lodging/travel (automobile mileage @ \$.535 per mile) and meal expenses will be reimbursed by the client. Monthly billings will be submitted by this firm reflecting services rendered, time spent, and expenses incurred, if any. Payment is due each month upon receipt of the statement.

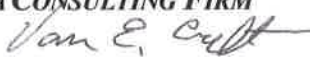
You may discharge us at any time. We have the right to withdraw as consultants in the event that you:

- a. Do not pay our bills in a timely manner,
- b. Insist that we do something illegal,
- c. Do not cooperate with us, or
- d. Fail to inform us of, or misrepresent to us, any facts that are material.

If you should have any questions concerning our services or the contents of this letter agreement, please contact me before signing it. If you agree with the terms of this letter agreement, kindly sign where indicated below and return the original to us. Thank you for your attention, and we look forward to serving you and representing your interests.

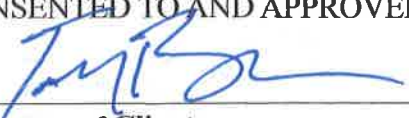
With best regards,

Very truly yours,

CRAFT ENTITIES, LLC
D/B/A WAGE HOUR ASSESSMENTS & SOLUTIONS,
A CONSULTING FIRM

/s/ Van E. Craft

Van E. Craft, Owner/Consultant

CONSENTED TO AND APPROVED:

By: 
Signature of Client

Date: 8-8-17



City of Hattiesburg, MS

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

Master

File Number: 2017-574

File ID: 2017-574

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 07/31/2017

Brief Title: Agreement between COH and SMPDD

Final Action: 08/08/2017

Minute Book Number: MB2017-333-334

Title:

Authorize Mayor to execute in duplicate an agreement between the City of Hattiesburg and Southern Mississippi Planning and Development District for the City to serve as a Host Agency for the Senior Community Service Employment Program.

Notes:

Agenda Date: 08/08/2017

Indexes:

Agenda Number: VI.-4

Sponsors:

Enactment Date:

Attachments: SSAI Agreement, executed SSAI Agreement

Enactment Number:

Contact:

Meeting Date: 08/08/2017

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	08/08/2017	Authorize				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Vice President Dryden to Authorize Mayor to execute in duplicate an agreement between the City of Hattiesburg and Southern Mississippi Planning and Development District for the City to serve as a Host Agency for the Senior Community Service Employment Program.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							
Yea: 5 Council Member George Council Member Delgado Council President Carroll Council Vice President Dryden Council Member Brown							

Text of Legislative File 2017-574

Title

Authorize Mayor to execute in duplicate an agreement between the City of Hattiesburg and Southern Mississippi Planning and Development District for the City to serve as a Host Agency for the Senior Community Service Employment Program.

Summary

Authorize Mayor to execute in duplicate an agreement between the City of Hattiesburg and Southern Mississippi Planning and Development District for the City to serve as a Host Agency for the Senior Community Service Employment Program.

Budget Information

Expenditure Type

Purchasing Item

Publication Information



SSAI SCSEP Host Agency Agreement

To comply with the requirements of the Senior Service America, Inc. (SSAI), Senior Community Service Employment Program (SCSEP), operated under Title V of the Older Americans Act, this Agreement is voluntarily entered into by **CITY OF HATTIESBURG, MS**, hereinafter referred to as the Host Agency, and **SOUTHERN MS PLANNING AND DEVELOPMENT DISTRICT**, hereinafter referred to as the Sponsor Agency.

The Host Agency agrees to provide a safe and healthful work site for each participant, to provide the orientation and training necessary to perform assigned duties in accordance with a written community service assignment description, to provide additional training as opportunities occur, and, to the extent possible, treat each participant as a regular member of the Host Agency staff.

The Host Agency agrees to consider each participant for regular employment, either full-time or part-time, when vacancies occur in the Host Agency staff or when new positions are created. The Host Agency will also recommend suitable training for unsubsidized placement of the participant. A detailed training plan will be documented in the participant's Individual Employment Plan (IEP) and Community Service Assignment description, which includes skills to be attained and timelines for achieving the goal. The Community Service Assignment Description must specify the nature of the assignment, the hours each participant will train, specific duties and tasks to be performed.

The Host Agency understands that the length of time that a participant may remain in the same assignment will be determined in their IEP. The Host Agency understands that the Sponsor Agency may reassign any participant when that reassignment will increase the participant's opportunities for training or unsubsidized employment, or will otherwise serve the best interests of the participant.

While this agreement is in effect, the Host Agency agrees not to provide community service assignments for participants serving through other national Title V project sponsor.

The Host Agency agrees to abide by the hours and work schedules mutually agreed to for each participant and to provide: properly prepared time sheets (the supervisor will confirm that the participants worked the hours claimed on their time sheet, and will assure that both they and the participant signs the time sheet); periodic performance evaluations; and other required documents. The Host Agency agrees and understands that each participant will be required to attend periodic SCSEP meetings during regular working hours.

The Host Agency agrees that the community service assignments for any participant are to be similar to “in demand” or “growth industries” private sector jobs, such as health care; child day care; education; or green jobs. However, these assignments will not result in the displacement of currently employed workers; or in a reduction in non-overtime hours of work, wages, or benefits; will not impair any existing contract for service or result in the substitution of the wages of the participant for other funds in connection with work which otherwise would be performed; will not be a substitution for any existing federally assisted job; and will not be a position which is the same as or substantially the same as that occupied by any other person who is on lay-off or absent due to labor disputes. Further, the Host Agency agrees that it will not discriminate against a participant on the grounds of race, color, age, religion, sex, national origin, age, or disability.

The Host Agency agrees to send a representative to a host agency supervisor’s meeting. Host Agency supervisor’s meetings will be held annually to acquaint all concerned with the SCSEP goals and objectives. The Host Agency agrees to participate in the DOL Customer Satisfaction Survey if solicited.

The Host Agency agrees to provide documentation of in-kind contributions. Further, it is understood by the Host Agency and the Sponsor Agency that any contribution, whether cash or in-kind, by the Host Agency is purely voluntary and is not a condition for the assignment of any participant.

The Host Agency certifies by this Agreement that it is a governmental agency or is a non-profit agency which is currently certified as a Section 501(c) (3) organization under the Internal Revenue Code. In addition, the Host Agency will provide its Federal Employer Identification Number (FEIN). Further, if the Host Agency is certified as a Section 501(c) (3) agency, a copy of that certification is attached or is on file with the Sponsor Agency and is still in effect. The Host Agency agrees to inform the Sponsor Agency immediately if the Section 501(c) (3) certification is revoked.

The Sponsor Agency agrees to recruit, enroll, and assign a participant to the Host Agency for the purpose of engaging in productive community service employment.

The Sponsor Agency agrees to be responsible for all administrative and fiscal controls of the SCSEP and for paying wages and providing fringe benefits to each participant. The Host Agency does not provide Workers’ Compensation insurance for participants.

This Agreement may not be amended except upon written agreement between the parties.

This Agreement is in effect from July 1, 2017 – June 30, 2018.

Signed — Host Agency

Host Agency: City of Hattiesburg, MS

Representative Name/Signature: Mr. Toby Barker /

Host Agency Title: Mayor

Host Agency Supervisor: Ms. Maxine Coleman

Address: 200 Forrest Street, Hattiesburg, MS 39401

Phone: (601) 545-4501 Fax: (601) 545-1962

Email: mcoleman@hattiesburgms.com Date: July 1, 2017

Signed — SCSEP Sponsor

SCSEP Sponsor: Southern Mississippi Planning and Development District ("The District")

Representative Name/Signature: Janice Hale

Janice Hale

Title: Program Manager

Address: 9229 Hwy. 49, Gulfport, MS 39503

Phone: (228) 868-2311 Fax: (228) 868-2550

Email: jhale@smpdd.com Date: July 1, 2017

Definition of Host Agency Status

(Check one)

- ☒ This host agency is a government agency. FEIN 64-6000432 (Required by USDOL).
- ☐ This host agency is a certified non-profit agency under Section 501(c) (3) of the United States Internal Revenue Code. FEIN _____ (Required by USDOL).
- _____ 501(c) (3) documentation is attached.
- _____ 501(c) (3) documentation is already on file with the sponsor.

Host Agency Responsibilities

It is the Host Agency's responsibility to:

Provide training so that enrollees can improve existing skills and acquire new ones.

Provide job-related orientation to the enrollees.

Designate an individual to supervise the enrollee.

Provide the materials and equipment necessary for enrollees to perform job duties.

However, Enrollees are never to be given the keys to a Host Agency office for the purpose of opening or closing said office to the Public. Enrollees may not operate Host Agency vehicles. Enrollees are not allowed to handle cash transactions without direct Agency supervision.

Include enrollees in staff development opportunities.

Give first consideration to employing enrollees when openings occur for which they are qualified or assist in facilitating entry into the competitive labor market.

Keep the Project Director informed of the enrollees' progress and any work-related problems, and complete evaluations as required.

Verify and sign timesheets and assure that they are completed correctly and forwarded to the Project Director.

Assure that enrollees do not work more than the twenty hours per week authorized by the Senior AIDES Program.

Permit enrollees to attend training sessions and job interviews during work hours when needed.

Assure that enrollees do not displace or replace paid employees.

Provide a safe and hazard free working environment for the enrollee and report all accidents immediately to the Project Director.



STATE OF MISSISSIPPI
DEWEY PHILLIP BRYANT, GOVERNOR
DEPARTMENT OF EMPLOYMENT SECURITY
MARK HENRY
EXECUTIVE DIRECTOR

SCSEP Host Agency Agreement

As part of the Senior Community Service Employment Program, operated under Title V of the Older Americans Act, this Agreement is voluntarily entered into by

CITY OF HATTIESBURG, MISSISSIPPI

a governmental agency or a non-profit agency designated under Section 501(c)(3) of the Internal Revenue Code, (hereinafter referred to as the Host Agency), and

SOUTHERN MISSISSIPPI PLANNING AND DEVELOPMENT DISTRICT

Sponsor Agency

The intent of this agreement is to furnish useful community service assignments for low-income mature workers who are 55 years of age or older, in order to increase their skills and assist transition to permanent employment.

The Host Agency agrees:

- To provide a safe and healthful environment, adequate orientation and training, additional training as needed to meet employment goals, and to treat each participant as a valued worker in the Host Agency.
- To assist the Sponsor agency in placing one or more participants per year in a job off of the program; and to consider participants for regular employment on its staff when vacancies occur or when new positions are created.
- To abide by mutually agreed to schedules, documented by properly prepared time sheets and periodic performance evaluations. Participants may be required to attend periodic meetings during regular working hours, and the Host Agency recognizes that they will be unavailable at the Host Agency during these times.
- To ensure that each participant's assignment does not displace currently employed or laid-off workers, replace others working in assisted programs, or reduce regular house work, wages or benefits.
- Not to discriminate against any participant because of race, color, religion, sex, national origin, or disability.
- To send a representative to a group meeting of host agency supervisors. Group meetings of host agency supervisor or designated representatives will be held annually to acquaint all concerned with the SCSEP goals and objectives.

- That no other national Title V SCSEP project sponsor will use this Host Agency site while this Agreement is in effect; and
- To inform the Sponsor Agency immediately if its Section 501(c)(3) certification is changed.

The Sponsor Agency Agrees:

- To recruit, enroll, assess and assign a SCSEP participant to the Host Agency for the purpose of engaging in a productive community service assignment with duties and tasks as specified in a written community service assignment description.
- To be responsible for all administrative and fiscal controls for the assignment and for paying wages and providing required fringe benefits to each participant.

The Sponsor Agency reserves the right to reassign any participant whenever reassignment will increase opportunities for training or unsubsidized employment, will serve the best interest of the participant, or will better support the goals and objectives of the SCSEP program.

This agreement may be amended by mutual agreement.

This Agreement is in effect from: July 1, 2017 to June 30, 2018.

SIGNED - HOST AGENCY

Name of Agency: City of Hattiesburg, Mississippi

Address: 200 Forrest Street, Hattiesburg, Mississippi 39401
(Please submit physical address to include street, city/town & ZIP)

Mailing Address if different from above: P. O. Box 1898, Hattiesburg, MS 39403-1898
(Include street and/or P.O. Box, city/town & ZIP)

Telephone Number: (601) 545-4501 FAX Number: (601) 545-1962
(Including area code)

Representative's Name: Mr. Toby Barker Title: Mayor of Hattiesburg, Mississippi

Signature: _____ **Date:** July 1, 2017

Supervisor's Email address (if applicable): mcoleman@hattiesburgms.com

SIGNED - SCSEP PROJECT SPONSOR

Project Sponsor: Southern Mississippi Planning and Development District

Name & Title: Janice Hale, Program Manager Phone: (228) 868-2311 Fax: (228) 868-2550

Signature: Janice Hale Date: July 1, 2017
July 1, 2017

Program Manager's Email Address: jhale@smpdd.com

DEFINITION OF HOST AGENCY STATUS

X This host agency is a government agency. FEIN: 64-6000432 (Required by USDOL).

or

_____ This host agency is a certified non-profit agency under Section 501(c) (3) of the
United States Internal Revenue Code. FEIN: _____ (Required by USDOL).

_____ 501(c) (3) documentation is attached.

_____ 501(c) (3) documentation is already on file with the sponsor.

Host Agency Responsibilities

It is the Host Agency's responsibility to:

Provide training so that enrollees can improve existing skills and acquire new ones.

Provide job-related orientation to the enrollees.

Designate an individual to supervise the enrollee.

Provide the materials and equipment necessary for enrollees to perform job duties.

However, Enrollees are never to be given the keys to a Host Agency office for the purpose of opening or closing said office to the Public. Enrollees may not operate Host Agency vehicles. Enrollees are not allowed to handle cash transactions without direct Agency supervision.

Include enrollees in staff development opportunities.

Give first consideration to employing enrollees when openings occur for which they are qualified or assist in facilitating entry into the competitive labor market.

Keep the Project Director informed of the enrollees' progress and any work-related problems, and complete evaluations as required.

Verify and sign timesheets and assure that they are completed correctly and forwarded to the Project Director.

Assure that enrollees do not work more than the twenty hours per week authorized by the Senior AIDES Program.

Permit enrollees to attend training sessions and job interviews during work hours when needed.

Assure that enrollees do not displace or replace paid employees.

Provide a safe and hazard free working environment for the enrollee and report all accidents immediately to the Project Director.



SSAI SCSEP Host Agency Agreement

To comply with the requirements of the Senior Service America, Inc. (SSAI), Senior Community Service Employment Program (SCSEP), operated under Title V of the Older Americans Act, this Agreement is voluntarily entered into by CITY OF HATTIESBURG, MS, hereinafter referred to as the Host Agency, and SOUTHERN MS PLANNING AND DEVELOPMENT DISTRICT, hereinafter referred to as the Sponsor Agency.

The Host Agency agrees to provide a safe and healthful work site for each participant, to provide the orientation and training necessary to perform assigned duties in accordance with a written community service assignment description, to provide additional training as opportunities occur, and, to the extent possible, treat each participant as a regular member of the Host Agency staff.

The Host Agency agrees to consider each participant for regular employment, either full-time or part-time, when vacancies occur in the Host Agency staff or when new positions are created. The Host Agency will also recommend suitable training for unsubsidized placement of the participant. A detailed training plan will be documented in the participant's Individual Employment Plan (IEP) and Community Service Assignment description, which includes skills to be attained and timelines for achieving the goal. The Community Service Assignment Description must specify the nature of the assignment, the hours each participant will train, specific duties and tasks to be performed.

The Host Agency understands that the length of time that a participant may remain in the same assignment will be determined in their IEP. The Host Agency understands that the Sponsor Agency may reassign any participant when that reassignment will increase the participant's opportunities for training or unsubsidized employment, or will otherwise serve the best interests of the participant.

While this agreement is in effect, the Host Agency agrees not to provide community service assignments for participants serving through other national Title V project sponsor.

The Host Agency agrees to abide by the hours and work schedules mutually agreed to for each participant and to provide: properly prepared time sheets (the supervisor will confirm that the participants worked the hours claimed on their time sheet, and will assure that both they and the participant signs the time sheet); periodic performance evaluations; and other required documents. The Host Agency agrees and understands that each participant will be required to attend periodic SCSEP meetings during regular working hours.

The Host Agency agrees that the community service assignments for any participant are to be similar to "in demand" or "growth industries" private sector jobs, such as health care; child day care; education; or green jobs. However, these assignments will not result in the displacement of currently employed workers; or in a reduction in non-overtime hours of work, wages, or benefits; will not impair any existing contract for service or result in the substitution of the wages of the participant for other funds in connection with work which otherwise would be performed; will not be a substitution for any existing federally assisted job; and will not be a position which is the same as or substantially the same as that occupied by any other person who is on lay-off or absent due to labor disputes. Further, the Host Agency agrees that it will not discriminate against a participant on the grounds of race, color, age, religion, sex, national origin, age, or disability.

The Host Agency agrees to send a representative to a host agency supervisor's meeting. Host Agency supervisor's meetings will be held annually to acquaint all concerned with the SCSEP goals and objectives. The Host Agency agrees to participate in the DOL Customer Satisfaction Survey if solicited.

The Host Agency agrees to provide documentation of in-kind contributions. Further, it is understood by the Host Agency and the Sponsor Agency that any contribution, whether cash or in-kind, by the Host Agency is purely voluntary and is not a condition for the assignment of any participant.

The Host Agency certifies by this Agreement that it is a governmental agency or is a non-profit agency which is currently certified as a Section 501(c) (3) organization under the Internal Revenue Code. In addition, the Host Agency will provide its Federal Employer Identification Number (FEIN). Further, if the Host Agency is certified as a Section 501(c) (3) agency, a copy of that certification is attached or is on file with the Sponsor Agency and is still in effect. The Host Agency agrees to inform the Sponsor Agency immediately if the Section 501(c) (3) certification is revoked.

The Sponsor Agency agrees to recruit, enroll, and assign a participant to the Host Agency for the purpose of engaging in productive community service employment.

The Sponsor Agency agrees to be responsible for all administrative and fiscal controls of the SCSEP and for paying wages and providing fringe benefits to each participant. The Host Agency does not provide Workers' Compensation insurance for participants.

This Agreement may not be amended except upon written agreement between the parties.

This Agreement is in effect from July 1, 2017 – June 30, 2018.

Signed — Host Agency

Host Agency: City of Hattiesburg, MS

Representative Name/Signature: Mr. Toby Barker /

Host Agency Title: Mayor

Host Agency Supervisor: Ms. Maxine Coleman

Address: 200 Forrest Street, Hattiesburg, MS 39401

Phone: (601) 545-4501

Fax: (601) 545-1962

Email: mcoleman@hattiesburgms.com

Date: 8-8-17

July 1, 2017

Signed — SCSEP Sponsor

SCSEP Sponsor: Southern Mississippi Planning and Development District ("The District")

Representative Name/Signature: Janice Hale

Janice Hale

Title: Program Manager

Address: 9229 Hwy. 49, Gulfport, MS 39503

Phone: (228) 868-2311

Fax: (228) 868-2550

Email: jhale@smpdd.com

Date: July 1, 2017

July 1, 2017

Definition of Host Agency Status

(Check one)



This host agency is a government agency. FEIN 64-6000432 (Required by USDOL).



This host agency is a certified non-profit agency under Section 501(c) (3) of the United States Internal Revenue Code. FEIN _____ (Required by USDOL).

_____ 501(c) (3) documentation is attached.

_____ 501(c) (3) documentation is already on file with the sponsor.

Host Agency Responsibilities

It is the Host Agency's responsibility to:

Provide training so that enrollees can improve existing skills and acquire new ones.

Provide job-related orientation to the enrollees.

Designate an individual to supervise the enrollee.

Provide the materials and equipment necessary for enrollees to perform job duties.

However, Enrollees are never to be given the keys to a Host Agency office for the purpose of opening or closing said office to the Public. Enrollees may not operate Host Agency vehicles. Enrollees are not allowed to handle cash transactions without direct Agency supervision.

Include enrollees in staff development opportunities.

Give first consideration to employing enrollees when openings occur for which they are qualified or assist in facilitating entry into the competitive labor market.

Keep the Project Director informed of the enrollees' progress and any work-related problems, and complete evaluations as required.

Verify and sign timesheets and assure that they are completed correctly and forwarded to the Project Director.

Assure that enrollees do not work more than the twenty hours per week authorized by the Senior AIDES Program.

Permit enrollees to attend training sessions and job interviews during work hours when needed.

Assure that enrollees do not displace or replace paid employees.

Provide a safe and hazard free working environment for the enrollee and report all accidents immediately to the Project Director.



STATE OF MISSISSIPPI
DEWEY PHILLIP BRYANT, GOVERNOR
DEPARTMENT OF EMPLOYMENT SECURITY
MARK HENRY
EXECUTIVE DIRECTOR

SCSEP Host Agency Agreement

As part of the Senior Community Service Employment Program, operated under Title V of the Older Americans Act, this Agreement is voluntarily entered into by

CITY OF HATTIESBURG, MISSISSIPPI

a governmental agency or a non-profit agency designated under Section 501(c)(3) of the Internal Revenue Code, (hereinafter referred to as the Host Agency), and

SOUTHERN MISSISSIPPI PLANNING AND DEVELOPMENT DISTRICT

Sponsor Agency

The intent of this agreement is to furnish useful community service assignments for low-income mature workers who are 55 years of age or older, in order to increase their skills and assist transition to permanent employment.

The Host Agency agrees:

- To provide a safe and healthful environment, adequate orientation and training, additional training as needed to meet employment goals, and to treat each participant as a valued worker in the Host Agency.
- To assist the Sponsor agency in placing one or more participants per year in a job off of the program; and to consider participants for regular employment on its staff when vacancies occur or when new positions are created.
- To abide by mutually agreed to schedules, documented by properly prepared time sheets and periodic performance evaluations. Participants may be required to attend periodic meetings during regular working hours, and the Host Agency recognizes that they will be unavailable at the Host Agency during these times.
- To ensure that each participant's assignment does not displace currently employed or laid-off workers, replace others working in assisted programs, or reduce regular house work, wages or benefits.
- Not to discriminate against any participant because of race, color, religion, sex, national origin, or disability.
- To send a representative to a group meeting of host agency supervisors. Group meetings of host agency supervisor or designated representatives will be held annually to acquaint all concerned with the SCSEP goals and objectives.

- That no other national Title V SCSEP project sponsor will use this Host Agency site while this Agreement is in effect; and
- To inform the Sponsor Agency immediately if its Section 501(c)(3) certification is changed.

The Sponsor Agency Agrees:

- To recruit, enroll, assess and assign a SCSEP participant to the Host Agency for the purpose of engaging in a productive community service assignment with duties and tasks as specified in a written community service assignment description.
- To be responsible for all administrative and fiscal controls for the assignment and for paying wages and providing required fringe benefits to each participant.

The Sponsor Agency reserves the right to reassign any participant whenever reassignment will increase opportunities for training or unsubsidized employment, will serve the best interest of the participant, or will better support the goals and objectives of the SCSEP program.

This agreement may be amended by mutual agreement.

This Agreement is in effect from: July 1, 2017 to June 30, 2018.

SIGNED - HOST AGENCY

Name of Agency: City of Hattiesburg, Mississippi

Address: 200 Forrest Street, Hattiesburg, Mississippi 39401
(Please submit physical address to include street, city/town & ZIP)

Mailing Address if different from above: P. O. Box 1898, Hattiesburg, MS 39403-1898
(Include street and/or P.O. Box, city/town & ZIP)

Telephone Number: (601) 545-4501 FAX Number: (601) 545-1962
(Including area code)

Representative's Name: Mr. Toby Barker Title: Mayor of Hattiesburg, Mississippi

Signature:  Date: 8-8-17
July 1, 2017

Supervisor's Email address (if applicable): mcoleman@hattiesburgms.com

SIGNED - SCSEP PROJECT SPONSOR

Project Sponsor: Southern Mississippi Planning and Development District

Name & Title: Janice Hale, Program Manager Phone: (228) 868-2311 Fax: (228) 868-2550

Signature:  Date: July 1, 2017
July 1, 2017

Program Manager's Email Address: jhale@smpdd.com

DEFINITION OF HOST AGENCY STATUS

X This host agency is a government agency. FEIN: 64-6000432 (Required by USDOL).

or

 This host agency is a certified non-profit agency under Section 501(c) (3) of the
United States Internal Revenue Code. FEIN: (Required by USDOL).

 501(c) (3) documentation is attached.

 501(c) (3) documentation is already on file with the sponsor.

Host Agency Responsibilities

It is the Host Agency's responsibility to:

Provide training so that enrollees can improve existing skills and acquire new ones.

Provide job-related orientation to the enrollees.

Designate an individual to supervise the enrollee.

Provide the materials and equipment necessary for enrollees to perform job duties.

However, Enrollees are never to be given the keys to a Host Agency office for the purpose of opening or closing said office to the Public. Enrollees may not operate Host Agency vehicles. Enrollees are not allowed to handle cash transactions without direct Agency supervision.

Include enrollees in staff development opportunities.

Give first consideration to employing enrollees when openings occur for which they are qualified or assist in facilitating entry into the competitive labor market.

Keep the Project Director informed of the enrollees' progress and any work-related problems, and complete evaluations as required.

Verify and sign timesheets and assure that they are completed correctly and forwarded to the Project Director.

Assure that enrollees do not work more than the twenty hours per week authorized by the Senior AIDES Program.

Permit enrollees to attend training sessions and job interviews during work hours when needed.

Assure that enrollees do not displace or replace paid employees.

Provide a safe and hazard free working environment for the enrollee and report all accidents immediately to the Project Director.



City of Hattiesburg, MS

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

Master

File Number: 2017-607

File ID: 2017-607

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 08/02/2017

Brief Title: Memorandum of Understanding between City of Hattiesburg and Shafer Center for sexual assault response services.

Final Action: 08/08/2017

Minute Book Number: MB2017-334

Title:

Authorize Mayor to execute in duplicate Memorandum of Understanding (MOU) between the City of Hattiesburg and The Shafer Center for Crisis to develop a program to provide crisis intervention services to victims of sexual violence within the Hattiesburg Police Department's jurisdiction..

Notes:

Agenda Date: 08/08/2017

Indexes:

Agenda Number: VI.-5

Sponsors:

Enactment Date:

Attachments: Shafer Center- Services, MOU- Shafer, executed
MOU- Shafer

Enactment Number:

Contact:

Meeting Date: 08/08/2017

Drafter: Kerrmas Eaton

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/08/2017	Authorize				Pass
Action Text: A MOTION was made by Council Vice President Dryden and seconded by Council Member Delgado to Authorize Mayor to execute in duplicate Memorandum of Understanding (MOU) between the City of Hattiesburg and The Shafer Center for Crisis to develop a program to provide crisis intervention services to victims of sexual violence within the Hattiesburg Police Department's jurisdiction.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							

Yea: 5 Council Member George
Council Member Delgado
Council President Carroll
Council Vice President Dryden
Council Member Brown

Text of Legislative File 2017-607

Title

Authorize Mayor to execute in duplicate Memorandum of Understanding (MOU) between the City of Hattiesburg and The Shafer Center for Crisis to develop a program to provide crisis intervention services to victims of sexual violence within the Hattiesburg Police Department's jurisdiction..

Summary

MOU- City of Hattiesburg and The Shafer Center.

Budget Information

Expenditure Type

Purchasing Item

Publication Information



118 College Dr. Box 5196
Hattiesburg, MS 39406-5196
24 Hour Crisis Line: 601-264-7777
www.theshafercenter.info

Mission Statement

The Shafer Center for Crisis Intervention is a social change agent dedicated to serving all survivors of sexual violence and co-victims of violent death, including homicide and suicide, at any point following their experience through exemplary direct services, advocacy, education, training, and activism.

Programs/Services

- 24-Hour Crisis Line (toll-free within 55 miles of Hattiesburg)
- Support Groups/Individual Counseling
- Assistance With Applications for Victim's Compensation
- Professional Training and Technical Assistance
- Prevention
- Accompaniment to Hospitals, Law Enforcement Agencies, and Courts
- Referrals and Information
- Community Education Services

It is the policy of the Shafer Center for Crisis Intervention to provide all services without regard to race, color, national origin, religion, gender, disability, or sexual orientation.

Service Region

Covington, Forrest, Greene, Jasper, Jefferson Davis, Perry, Jones, Lamar, Marion, Smith, and Wayne Counties

Funding Sources

- | | |
|---|---|
| University of Southern Mississippi (In Kind Only) | United Way of Southeast Mississippi |
| Victims of Crime Act (VOCA) Grant | United Way of the Pine Belt Region |
| Mississippi State Department of Health | Various Private Donations and Contributions |
| Forrest County Board of Supervisors | Thousands of Volunteer Hours |
| Violence Against Women Act (VAWA) Grant | Rape Prevention and Education Funds |

ALL SERVICES AND SUPPORT ARE PROVIDED FREE OF CHARGE

Program Contacts

- | | |
|---|----------------|
| Crisis Line..... | 601-264-7777 |
| Business Line..... | 601-264-7078 |
| Laurel Office..... | 601-649-1721 |
| Rape, Abuse, & Incest National Network (RAINN)..... | 1-800-656-HOPE |

Serving Victims of Sexual Violence and People Impacted by the Trauma of Homicide and Suicide



MEMORANDUM OF UNDERSTANDING (MOU)

This document constitutes a Memorandum of Understanding (MOU) between the Shafer Center for Crisis Intervention (hereafter referred to as The Shafer Center) and Hattiesburg Police Department regarding the development of a Sexual Assault Victim-Centered Response.

The Shafer Center's mission and staff are dedicated to providing a sensitive response to those in communities in our eleven county service area who have been impacted by the traumatic grief of homicide and suicide and the trauma of sexual violence. Quality crisis intervention, counseling, support groups and primary prevention is provided by The Shafer Center's staff and volunteers without cost to the victim or the law enforcement agency.

The Shafer Center will be available to victims of sexual violence within Hattiesburg Police Department's jurisdiction to provide crisis intervention via a 24 hour crisis line, counseling, support, information, referrals and assistance with victims compensation forms without cost to the victim or the Hattiesburg Police Department.

The Shafer Center will also be available to provide education awareness and primary preventive programs in the community. If Hattiesburg Police Department would like to provide their own community education/prevention programs for sexual violence, The Shafer Center will share without cost, their materials, resources, and assistance as needed.

The Hattiesburg Police Department will make all officers aware of the services of The Shafer Center for victims of sexual violence and survivors of homicide and suicide. The Hattiesburg Police Department will provide referrals to The Shafer Center for those in their jurisdiction who could benefit from available services. The Shafer Center will not charge the victim or for any services provided.

Partnership Agreement:

- to strengthen the criminal justice system response in ways that improve outcomes for victims of sexual assault--including enhancing victim safety and offender accountability;
- to assist each other in efforts of primary prevention of sexual violence especially in underserved and Underreported populations;
- to integrate a victim-centered response to sexual assault victims/survivors within your agency;
- to fulfill the roles, responsibilities and resources as detailed in the above MOU;
- to work collaboratively to develop training and protocols that best meet the needs of crime victims and community justice agencies.

Signatures

I hereby agree to my agency's section contained in this Memorandum of Understanding:

Shirley David Director
Name of individual and title

_____ date

The Shafer Center
Partner agency name

Name of individual and title

_____ date

Partner agency name

MEMORANDUM OF UNDERSTANDING (MOU)

This document constitutes a Memorandum of Understanding (MOU) between the Shafer Center for Crisis Intervention (hereafter referred to as The Shafer Center) and Hattiesburg Police Department regarding the development of a Sexual Assault Victim-Centered Response.

The Shafer Center's mission and staff are dedicated to providing a sensitive response to those in communities in our eleven county service area who have been impacted by the traumatic grief of homicide and suicide and the trauma of sexual violence. Quality crisis **intervention**, counseling, support groups and primary prevention is provided by The Shafer Center's staff and **volunteers** without cost to the victim or the law enforcement agency.

The Shafer Center will be available to victims of sexual violence within Hattiesburg Police Department's jurisdiction to provide crisis intervention via a 24 hour crisis line, counseling, support, information, referrals and assistance with victims compensation forms without cost to the victim or the Hattiesburg Police Department. The Shafer Center will also have available to victims of sexual violence within Hattiesburg Police Department's jurisdiction the following services:

The Shafer Center will also be available to provide education awareness and primary preventive programs in the community. If Hattiesburg Police Department would like to provide their own community education/prevention programs for sexual violence, The Shafer Center will share without cost, their materials, resources, and assistance as needed.

The Hattiesburg Police Department will make all officers aware of the services of The Shafer Center for victims of sexual violence and survivors of homicide and suicide. The Hattiesburg Police Department will provide referrals to The Shafer Center for those in their jurisdiction who could benefit from available services. The Shafer Center will not charge the victim or for any services provided.

Partnership Agreement:

- to strengthen the criminal justice system response in ways that improve outcomes for victims of sexual assault-- including enhancing victim safety and offender accountability;
- to assist each other in efforts of primary prevention of sexual violence especially in underserved and Underreported populations;
- to integrate a victim-centered response to sexual assault victims/survivors within your agency;
- to fulfill the roles, responsibilities and resources as detailed in the above MOU;
- to work collaboratively to develop training and protocols that best meet the needs of crime victims and community justice agencies.

Signatures

I hereby agree to my agency's section contained in this Memorandum of Understanding:

Name of individual and title

Partner agency name The Shaker Center

Name of individual and title _____ date _____

Partner agency name

MEMORANDUM OF UNDERSTANDING (MOU)

This document constitutes a Memorandum of Understanding (MOU) between the Shafer Center for Crisis Intervention (hereafter referred to as The Shafer Center) and Hattiesburg Police Department regarding the development of a Sexual Assault Victim-Centered Response.

The Shafer Center's mission and staff are dedicated to providing a sensitive response to those in communities in our eleven county service area who have been impacted by the traumatic grief of homicide and suicide and the trauma of sexual violence. Quality crisis intervention, counseling, support groups and primary prevention is provided by The Shafer Center's staff and volunteers without cost to the victim or the law enforcement agency.

The Shafer Center will be available to victims of sexual violence within Hattiesburg Police Department's jurisdiction to provide crisis intervention via a 24 hour crisis line, counseling, support, information, referrals and assistance with victims compensation forms without cost to the victim or the Hattiesburg Police Department.

The Shafer Center will also be available to provide education awareness and primary preventive programs in the community. If Hattiesburg Police Department would like to provide their own community education/prevention programs for sexual violence, The Shafer Center will share without cost, their materials, resources, and assistance as needed.

The Hattiesburg Police Department will make all officers aware of the services of The Shafer Center for victims of sexual violence and survivors of homicide and suicide. The Hattiesburg Police Department will provide referrals to The Shafer Center for those in their jurisdiction who could benefit from available services. The Shafer Center will not charge the victim or for any services provided.

Partnership Agreement:

- to strengthen the criminal justice system response in ways that improve outcomes for victims of sexual assault-- including enhancing victim safety and offender accountability;
- to assist each other in efforts of primary prevention of sexual violence especially in underserved and Underreported populations;
- to integrate a victim-centered response to sexual assault victims/survivors within your agency;
- to fulfill the roles, responsibilities and resources as detailed in the above MOU;
- to work collaboratively to develop training and protocols that best meet the needs of crime victims and community justice agencies.

Signatures

I hereby agree to my agency's section contained in this Memorandum of Understanding:

Shirley David Director
Name of individual and title

8-8-17

date

The Shafer Center
Partner agency name

Timis Mayor
Name of individual and title

8-8-17

date

City of Hattiesburg
Partner agency name



City of Hattiesburg, MS

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

Master

File Number: 2017-619

File ID: 2017-619

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester: Carter Carroll

File Created: 08/03/2017

Brief Title: Clearwater Consultants Agreement

Final Action: 08/08/2017

Minute Book Number: MB2017-334

Title:

Authorize Mayor to execute agreement between City of Hattiesburg and Clearwater Consultants, Inc., for professional engineering services regarding the city lagoons.

Notes:

Agenda Date: 08/08/2017

Indexes:

Agenda Number: VI.-6

Sponsors:

Enactment Date:

Attachments: Clearwater Consultants Agreement, 8-8-17, Clearwater Consultants Work Orders, 8-8-17, executed
Clearwater Consultants Agreement, 8-8-17

Enactment Number:

Contact: Carey Hardin

Meeting Date: 08/08/2017

Drafter: Debbie Bernardo

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/08/2017	Authorize				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Vice President Dryden to Authorize Mayor to execute agreement between City of Hattiesburg and Clearwater Consultants, Inc., for professional engineering services regarding the city lagoons.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							
Yea: 5 Council Member George Council Member Delgado Council President Carroll Council Vice President Dryden Council Member Brown							

Text of Legislative File 2017-619

Title

Authorize Mayor to execute agreement between City of Hattiesburg and Clearwater Consultants, Inc., for professional engineering services regarding the city lagoons.

Summary

Clearwater Consultants Agreement, 8-8-17

Budget Information

Expenditure Type

Purchasing Item

Publication Information

AGREEMENT FOR PROFESSIONAL SERVICES

DATE: _____

OWNER: City of Hattiesburg

MAILING ADDRESS: Post Office Box 1898
Hattiesburg, Mississippi 39403-1898

PHYSICAL ADDRESS: 200 Forrest Street
Hattiesburg, Mississippi 39401

DESIGNATED REPRESENTATIVE: Debbie Bernardo

E-MAIL: council@hattiesburgms.com

TELEPHONE- OFFICE: (601) 545-4551

FAX: (601) 545-4957

This AGREEMENT is made the day and date entered below by and between the Owner referenced above (hereinafter "OWNER") and Clearwater Consultants, Inc., (hereinafter called "ENGINEER") with an office located at 316 University Drive, Starkville, Mississippi 39759.

WHEREAS, the OWNER has selected the ENGINEER to furnish engineering and/or other professional services for projects to be designated by the OWNER.

WHEREAS, the ENGINEER has represented that it is qualified to provide such services and is willing to do so.

NOW THEREFORE, the OWNER and the ENGINEER, agree that the OWNER, when it so desires, may engage the ENGINEER to provide Professional Engineering Services and that each assignment shall be authorized by a supplement to this Agreement, written in the form of "WORK AUTHORIZATION NUMBER ____". The OWNER and the ENGINEER each recognize that approval of each work authorization shall be subject to negotiation of the Scope of Work, Schedule and Fees.

SECTION I - SCOPE OF SERVICES

For the purpose of this AGREEMENT, the individual designated above as the "OWNER's Designated Representative" shall act for and on behalf of the OWNER in giving approvals and authorizations for the OWNER as hereinafter set forth. When mutually agreed by the OWNER through his designated representative and the ENGINEER, and after having received from the OWNER through its designated representative written approval of the ENGINEER's work authorization, including an estimated cost for specified services, the ENGINEER shall provide

professional services to OWNER in accordance with each “Work Authorization”.

SECTION II - PAYMENT OF SERVICES

The OWNER agrees to compensate the ENGINEER for services performed in accordance with one of the methods hereinafter set forth. It is further agreed that such compensation includes both direct and indirect costs chargeable to the Project under generally accepted accounting principles.

The method of payment and the amount of payment for specified services shall be as detailed in the Work Authorization. The ENGINEER is not to undertake any work prior to the receipt of an approved work authorization executed by the OWNER nor is any budget stipulated in a work authorization to be exceeded without prior written approval from the OWNER.

Methods of Payment: The following method of payment shall be used:

- A. Fee Schedule: Under this method of payment, the ENGINEER’S compensation will be based on actual hours worked, by discipline, times the Fee Schedule rate, plus allowable direct expenses including a markup to equal fifteen percent (15%) of the actual direct expense. The hourly fee schedule plus expense method will be utilized for work assignments where the exact scope of work is not able to be defined. When specified, the ENGINEER’S compensation will be limited to a maximum not-to-exceed amount and so indicated in the work authorization.
- B. Lump Sum: For work that can be defined in advance, payment to the ENGINEER may be made on the basis of a lump sum. The agreed lump sum shall represent full payment for all payrolls, overhead, profit, and other direct non-salary expenses. The lump sum will not increase nor decrease unless there is a change in the scope, complexity, or duration of the work. In that event, the lump sum would be subject to re-negotiation, and ENGINEER will prepare and submit a written request for OWNER’s approval.

Payments to the ENGINEER on account of the above fees shall be made within thirty (30) days after the receipt of invoices. Invoices shall be submitted monthly, bimonthly or quarterly, as may be appropriate, for the amount of work carried out in that period.

SECTION III OWNER’S RESPONSIBILITIES

OWNER shall:

- A. Assist ENGINEER by placing at his disposal all available information pertinent to each Project including previous reports, record drawings and any other relevant data Project.
- B. Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his services.
- C. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of

ENGINEER's services.

SECTION IV ENGINEER'S RESPONSIBILITIES

ENGINEER shall:

- A. ENGINEER shall keep OWNER informed of progress made during all phases of the Project and prompt OWNER when ENGINEER or the Project requires action by OWNER.

SECTION V MISCELLANEOUS PROVISIONS

- A. Estimates: Since the ENGINEER has no control over the cost of labor and materials, or over competitive bidding market conditions, the ENGINEER's opinion of probable construction cost are to be made on the basis of experience and qualifications but the ENGINEER does not guarantee the accuracy of such opinions as compared to a contractor's bid for the Project construction.
- B. Period of Services: This agreement shall apply to all Projects initiated subsequent to the date of execution of this agreement. It is understood and agreed that the ENGINEER customarily reviews and revises its fee schedule annually, and that only such revisions approved by the OWNER shall apply to payments by OWNER pursuant to this Agreement.
- C. Termination:
 - 1. This Agreement may be terminated in whole or in part in writing by either party provided that the other party is given:
 - a. Not less than seven (7) calendar days written notice of intent to terminate; and
 - b. An opportunity for consultation with the terminating party prior to termination.
 - 2. Upon receipt of a termination notice, the ENGINEER shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to the OWNER copies of all information and materials as may be accumulated by the ENGINEER in his performing this Agreement, whether completed or in process at the cost of reproduction.
 - 3. If this Agreement is terminated by either party, the ENGINEER shall be paid for services rendered and any expenses incurred prior to termination in addition to termination settlement costs reasonably incurred by the ENGINEER relating to commitments which have become firm prior to termination. If the termination of the Agreement occurs at the conclusion of one phase, payment by the OWNER of the completed phase shall be considered full compensation due the ENGINEER.

D. Insurance: The ENGINEER shall make arrangements for, acquire and maintain during the life of this Agreement, Comprehensive General Liability Insurance as shall protect it performing the work covered by this Agreement from claims for injury to persons, including wrongful death, and for damage to property which may arise from the operations under this Agreement, whether such operations be by the ENGINEER or by anyone directly or indirectly employed by the ENGINEER. The Comprehensive General Liability Policy shall include, but not be limited to the following:

1. Comprehensive General Liability coverage shall be in an aggregate amount of not less than a combined single limit of Five Hundred Thousand Dollars (\$500,000) per occurrence for injury to persons and damage to property.
2. Automobile Liability coverage shall be in an aggregate amount of not less than a combined single limit of Five Hundred Thousand Dollars (\$500,000) per occurrence for injury to persons and damage to property.
3. Business liability coverage shall be in an amount of Two Million Dollars (\$2,000,000) with a general aggregate amount of Four Million Dollars (\$4,000,000) excluding products/completed
4. Profession Liability coverage shall be in an aggregate amount of not less than a combined single limit of One Million Dollars (\$1,000,000) per occurrence for injury to persons and damage to property.
5. Workers Compensation coverage as required by law.
6. ADDITIONAL INSURANCE AGREEMENTS:
 - a. The ENGINEER shall require its subcontractors to comply with the above insurance requirements or be covered under the coverage available to ENGINEER.
 - b. When requested ENGINEER shall provide Certificates of Insurance evidencing the insurance coverage identified above.
 - c. The OWNER, in its discretion, may modify or waive any of the foregoing requirements, and may approve such deductibles as it deems appropriate.

E. Civil Rights Assurance

1. During the performance of this Agreement, the ENGINEER, for itself, its assignees and successors agree that it will not directly or indirectly discriminate against any person on the grounds race, color or national origin.

F. Mailing Addresses:

1. All notices and communications under this Agreement to be mailed or delivered to OWNER shall be sent to the address of OWNER's designated representative at the address identified on page one of this agreement:
2. Notices and communications to be mailed or delivered to the ENGINEER shall be sent to the address of the ENGINEER as follows, unless and until OWNER is otherwise notified:

MAILING ADDRESS: Clearwater Consultants, Inc.
Post Office Box 1328
Starkville, Mississippi 39760

PHYSICAL ADDRESS: Clearwater Consultants, Inc.
316 University Drive
Starkville, Mississippi 39759

DESIGNATED REPRESENTATIVE: Carey Hardin, P.E.

EMAIL: cfh@clearwaterconsultants.com

TELEPHONE- OFFICE: (662) 323-8000

FAX: (662) 323-2200

The OWNER and the ENGINEER for themselves, their successors and assigns hereby agree to the full performance of the covenants contained herein.

Neither the OWNER nor the ENGINEER shall assign, sublet or transfer their interest in this Agreement without the written consent of the other.

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

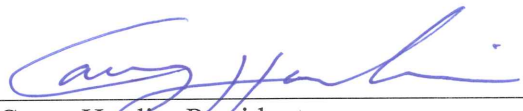
EXECUTED in one or more counterparts effective the day and date entered on page one of this Agreement.

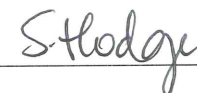
OWNER: City of Hattiesburg

By: _____
Designated Authorized Representative for OWNER

WITNESS: _____

ENGINEER: Clearwater Consultants, Inc.

By:  _____
Carey Hardin, President

WITNESS:  _____

Clearwater Consultants, Inc.
Fee Schedule - 2017

Principal/Project Manager	\$ 165.00/Hour
Project Engineer III	\$ 145.00/Hour
Project Engineer II	\$ 135.00/Hour
Engineer Intern	\$ 105.00/Hour
CAD Draftsman	\$ 85.00/Hour
RPR/Field Technician III	\$ 85.00/Hour
RPR/Field Technician II	\$ 75.00/Hour
Clerical/Admin/Data Processing	\$ 45.00/Hour
Process Design Consultant	\$ 225.00/Hour

Survey Crew w/Total Station

Two-Man	\$120.00/Hour
Three-Man	\$150.00/Hour

Travel

Auto	\$ 0.50/Mile (Auto)
Aircraft	Lower of actual cost or equivalent cost of common carrier.

Lodging & Meals	Actual Cost
Aerial Mapping	Actual Cost + 15%
<i>Other Direct Expenses</i>	Actual Cost + 15%

WORK AUTHORIZATION NO. 2017-01

DATE: _____

TECHNICAL ASSISTANCE TO OWNER'S LEGAL COUNSEL AND RELATED MATTERS

OWNER AND ENGINEER agree to undertake the following work in accordance with the provisions of the Agreement For Professional Services between Project Owner, (hereafter "OWNER") and Clearwater Consultants, Inc., (hereafter "ENGINEER") dated _____, 2017.

Scope of Services:

- A. Provide technical assistance to Owner's legal counsel as required for negotiation of any modification of the current Agreed Order with the Mississippi Department of Environmental Quality (MDEQ).
- B. Provide technical assistance to Owner's legal counsel as required for negotiation of any modification of the current Amended Consent Judgement (GRN).
- C. Provide technical assistance to Owner's legal counsel as required for negotiation of any modification of the current NPDES permit for either of the Owner's wastewater treatment facilities.

Time of Performance: The Scope of Services shall be completed according to a schedule agreeable to both the OWNER and the ENGINEER.

Compensation: Fee schedule attached as Exhibit "A"

Agreement of Project Owner and Engineer to Scope of Services, Time of Performance and Compensation.

City of Hattiesburg

Clearwater Consultants, Inc.

By: _____
Designated Representative

By: 
Carey Hardin, President

Date: _____

Date: 8/2/2017

WORK AUTHORIZATION NO. 2017-02

DATE: _____

SOUTH LAGOON PERFORMANCE EVALUATION, OPTIMIZATION, AND OPERATING ASSISTANCE

OWNER AND ENGINEER agree to undertake the following work in accordance with the provisions of the Agreement For Professional Services between Project Owner, (hereafter "OWNER") and Clearwater Consultants, Inc., (hereafter "ENGINEER") dated _____, 2017.

Scope of Services:

- A. Arrange for sampling and laboratory analyses for South Lagoon Monitoring Program.
- B. Review data collected from the South Lagoon Sampling Program.
- C. After sufficient data are collected, evaluate analytical and flow data and calculate mass loadings on each lagoon cell. Compare removal rates and mass loadings with aeration available and probable oxygen transfer rates to determine if modifications in aerator locations could potentially improve system performance.
- D. Prepare a report summarizing findings from A and B above.
- E. Continue to monitor performance of the South Lagoon to determine the level of improvement and the performance actually achieved.
- F. Approximately 12 months after modifications are complete prepare a report describing the long term performance capability of the South Lagoon treatment facility.
- G. Provide operational assistance and recommendations as appropriate to the contract operator of the South Lagoon System.

Time of Performance: The Scope of Services shall be completed according to a schedule agreeable to both the OWNER and the ENGINEER.

Compensation: Fee schedule attached as Exhibit "A"

Agreement of Project Owner and Engineer to Scope of Services, Time of Performance and Compensation.

City of Hattiesburg

Clearwater Consultants, Inc.

By: _____
Designated Representative

By: 
Carey Hardin, President

Date: _____

Date: 8/2/2017

WORK AUTHORIZATION NO. 2017-03

DATE: _____

EVALUATION OF TECHNOLOGY AVAILABLE FOR ENHANCING REMOVAL OF TOTAL NITROGEN, TOTAL PHOSPHORUS AND TOTAL SUSPENDED SOLIDS

OWNER AND ENGINEER agree to undertake the following work in accordance with the provisions of the Agreement For Professional Services between Project Owner, (hereafter "OWNER") and Clearwater Consultants, Inc., (hereafter "ENGINEER") dated _____, 2017.

Scope of Services:

- A. Review technology available for enhancing removal of total nitrogen, total phosphorus and total suspended solids.
- B. After any pending modifications for performance enhancement are completed and system performance has stabilized, allow selected equipment manufacturers to locate pilot systems on-site and determine/verify the loading rates and removal efficiency actually obtained using their equipment. Obtain prior approval from the Owner prior to any trial and obtain appropriate insurance certificates, indemnifications, etc. prior to mobilization.
- C. Have each manufacturer prepare a report summarizing the performance of their equipment and the recommended design loading rates to be used to size a full-scale system.
- D. As soon as the probable final NPDES permit requirements are known, be prepared to recommend the most reliable and cost effective alternative for upgrading lagoon effluent to meet the new limits.

Time of Performance: The Scope of Services shall be completed according to a schedule agreeable to both the OWNER and the ENGINEER.

Compensation: Fee schedule attached as Exhibit "A"

Agreement of Project Owner and Engineer to Scope of Services, Time of Performance and Compensation.

City of Hattiesburg

Clearwater Consultants, Inc.

By: _____
Designated Representative

By: 
Carey Hardin, President

Date: _____

Date: 8/2/2017

AGREEMENT FOR PROFESSIONAL SERVICES

DATE: _____

OWNER: City of Hattiesburg

MAILING ADDRESS: Post Office Box 1898
Hattiesburg, Mississippi 39403-1898

PHYSICAL ADDRESS: 200 Forrest Street
Hattiesburg, Mississippi 39401

DESIGNATED REPRESENTATIVE: Debbie Bernardo

E-MAIL: council@hattiesburgms.com

TELEPHONE- OFFICE: (601) 545-4551

FAX: (601) 545-4957

This AGREEMENT is made the day and date entered below by and between the Owner referenced above (hereinafter "OWNER") and Clearwater Consultants, Inc., (hereinafter called "ENGINEER") with an office located at 316 University Drive, Starkville, Mississippi 39759.

WHEREAS, the OWNER has selected the ENGINEER to furnish engineering and/or other professional services for projects to be designated by the OWNER.

WHEREAS, the ENGINEER has represented that it is qualified to provide such services and is willing to do so.

NOW THEREFORE, the OWNER and the ENGINEER, agree that the OWNER, when it so desires, may engage the ENGINEER to provide Professional Engineering Services and that each assignment shall be authorized by a supplement to this Agreement, written in the form of "WORK AUTHORIZATION NUMBER ____". The OWNER and the ENGINEER each recognize that approval of each work authorization shall be subject to negotiation of the Scope of Work, Schedule and Fees.

SECTION I - SCOPE OF SERVICES

For the purpose of this AGREEMENT, the individual designated above as the "OWNER's Designated Representative" shall act for and on behalf of the OWNER in giving approvals and authorizations for the OWNER as hereinafter set forth. When mutually agreed by the OWNER through his designated representative and the ENGINEER, and after having received from the OWNER through its designated representative written approval of the ENGINEER's work authorization, including an estimated cost for specified services, the ENGINEER shall provide

professional services to OWNER in accordance with each "Work Authorization".

SECTION II - PAYMENT OF SERVICES

The OWNER agrees to compensate the ENGINEER for services performed in accordance with one of the methods hereinafter set forth. It is further agreed that such compensation includes both direct and indirect costs chargeable to the Project under generally accepted accounting principles.

The method of payment and the amount of payment for specified services shall be as detailed in the Work Authorization. The ENGINEER is not to undertake any work prior to the receipt of an approved work authorization executed by the OWNER nor is any budget stipulated in a work authorization to be exceeded without prior written approval from the OWNER.

Methods of Payment: The following method of payment shall be used:

- A. Fee Schedule: Under this method of payment, the ENGINEER'S compensation will be based on actual hours worked, by discipline, times the Fee Schedule rate, plus allowable direct expenses including a markup to equal fifteen percent (15%) of the actual direct expense. The hourly fee schedule plus expense method will be utilized for work assignments where the exact scope of work is not able to be defined. When specified, the ENGINEER'S compensation will be limited to a maximum not-to-exceed amount and so indicated in the work authorization.
- B. Lump Sum: For work that can be defined in advance, payment to the ENGINEER may be made on the basis of a lump sum. The agreed lump sum shall represent full payment for all payrolls, overhead, profit, and other direct non-salary expenses. The lump sum will not increase nor decrease unless there is a change in the scope, complexity, or duration of the work. In that event, the lump sum would be subject to re-negotiation, and ENGINEER will prepare and submit a written request for OWNER's approval.

Payments to the ENGINEER on account of the above fees shall be made within thirty (30) days after the receipt of invoices. Invoices shall be submitted monthly, bimonthly or quarterly, as may be appropriate, for the amount of work carried out in that period.

SECTION III .OWNER'S RESPONSIBILITIES

OWNER shall:

- A. Assist ENGINEER by placing at his disposal all available information pertinent to each Project including previous reports, record drawings and any other relevant data Project.
- B. Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his services.
- C. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of

ENGINEER's services.

SECTION IV ENGINEER'S RESPONSIBILITIES

ENGINEER shall:

- A. ENGINEER shall keep OWNER informed of progress made during all phases of the Project and prompt OWNER when ENGINEER or the Project requires action by OWNER.

SECTION V MISCELLANEOUS PROVISIONS

- A. Estimates: Since the ENGINEER has no control over the cost of labor and materials, or over competitive bidding market conditions, the ENGINEER's opinion of probable construction cost are to be made on the basis of experience and qualifications but the ENGINEER does not guarantee the accuracy of such opinions as compared to a contractor's bid for the Project construction.
- B. Period of Services: This agreement shall apply to all Projects initiated subsequent to the date of execution of this agreement. It is understood and agreed that the ENGINEER customarily reviews and revises its fee schedule annually, and that only such revisions approved by the OWNER shall apply to payments by OWNER pursuant to this Agreement.
- C. Termination:
 - 1. This Agreement may be terminated in whole or in part in writing by either party provided that the other party is given:
 - a. Not less than seven (7) calendar days written notice of intent to terminate; and
 - b. An opportunity for consultation with the terminating party prior to termination.
 - 2. Upon receipt of a termination notice, the ENGINEER shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to the OWNER copies of all information and materials as may be accumulated by the ENGINEER in his performing this Agreement, whether completed or in process at the cost of reproduction.
 - 3. If this Agreement is terminated by either party, the ENGINEER shall be paid for services rendered and any expenses incurred prior to termination in addition to termination settlement costs reasonably incurred by the ENGINEER relating to commitments which have become firm prior to termination. If the termination of the Agreement occurs at the conclusion of one phase, payment by the OWNER of the completed phase shall be considered full compensation due the ENGINEER.

D. Insurance: The ENGINEER shall make arrangements for, acquire and maintain during the life of this Agreement, Comprehensive General Liability Insurance as shall protect it performing the work covered by this Agreement from claims for injury to persons, including wrongful death, and for damage to property which may arise from the operations under this Agreement, whether such operations be by the ENGINEER or by anyone directly or indirectly employed by the ENGINEER. The Comprehensive General Liability Policy shall include, but not be limited to the following:

1. Comprehensive General Liability coverage shall be in an aggregate amount of not less than a combined single limit of Five Hundred Thousand Dollars (\$500,000) per occurrence for injury to persons and damage to property.
2. Automobile Liability coverage shall be in an aggregate amount of not less than a combined single limit of Five Hundred Thousand Dollars (\$500,000) per occurrence for injury to persons and damage to property.
3. Business liability coverage shall be in an amount of Two Million Dollars (\$2,000,000) with a general aggregate amount of Four Million Dollars (\$4,000,000) excluding products/completed
4. Profession Liability coverage shall be in an aggregate amount of not less than a combined single limit of One Million Dollars (\$1,000,000) per occurrence for injury to persons and damage to property.
5. Workers Compensation coverage as required by law.
6. ADDITIONAL INSURANCE AGREEMENTS:
 - a. The ENGINEER shall require its subcontractors to comply with the above insurance requirements or be covered under the coverage available to ENGINEER.
 - b. When requested ENGINEER shall provide Certificates of Insurance evidencing the insurance coverage identified above.
 - c. The OWNER, in its discretion, may modify or waive any of the foregoing requirements, and may approve such deductibles as it deems appropriate.

E. Civil Rights Assurance

1. During the performance of this Agreement, the ENGINEER, for itself, its assignees and successors agree that it will not directly or indirectly discriminate against any person on the grounds race, color or national origin.

F. Mailing Addresses:

1. All notices and communications under this Agreement to be mailed or delivered to OWNER shall be sent to the address of OWNER's designated representative at the address identified on page one of this agreement:
2. Notices and communications to be mailed or delivered to the ENGINEER shall be sent to the address of the ENGINEER as follows, unless and until OWNER is otherwise notified:

MAILING ADDRESS: Clearwater Consultants, Inc.
Post Office Box 1328
Starkville, Mississippi 39760

PHYSICAL ADDRESS: Clearwater Consultants, Inc.
316 University Drive
Starkville, Mississippi 39759

DESIGNATED REPRESENTATIVE: Carey Hardin, P.E.

EMAIL: cfh@clearwaterconsultants.com

TELEPHONE- OFFICE: (662) 323-8000

FAX: (662) 323-2200

The OWNER and the ENGINEER for themselves, their successors and assigns hereby agree to the full performance of the covenants contained herein.

Neither the OWNER nor the ENGINEER shall assign, sublet or transfer their interest in this Agreement without the written consent of the other.

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

EXECUTED in one or more counterparts effective the day and date entered on page one of this Agreement.

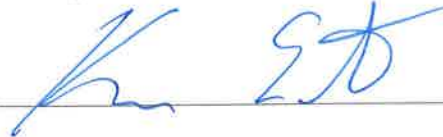
OWNER: City of Hattiesburg

By:



Designated Authorized Representative for OWNER

WITNESS:



ENGINEER: Clearwater Consultants, Inc.

By:



Carey Hardin, President

WITNESS:



**Clearwater Consultants, Inc.
Fee Schedule - 2017**

Principal/Project Manager	\$ 165.00/Hour
Project Engineer III	\$ 145.00/Hour
Project Engineer II	\$ 135.00/Hour
Engineer Intern	\$ 105.00/Hour
CAD Draftsman	\$ 85.00/Hour
RPR/Field Technician III	\$ 85.00/Hour
RPR/Field Technician II	\$ 75.00/Hour
Clerical/Admin/Data Processing	\$ 45.00/Hour
Process Design Consultant	\$ 225.00/Hour

Survey Crew w/Total Station

Two-Man	\$120.00/Hour
Three-Man	\$150.00/Hour

Travel

Auto	\$ 0.50/Mile (Auto)
Aircraft	Lower of actual cost or equivalent cost of common carrier.

Lodging & Meals	Actual Cost
Aerial Mapping	Actual Cost + 15%
<i>Other Direct Expenses</i>	Actual Cost + 15%



City of Hattiesburg, MS

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

Master

File Number: 2017-601

File ID: 2017-601

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester: Lamar Rutland

File Created: 08/01/2017

Brief Title: ComSWIP Water Phase V contracts

Final Action: 08/08/2017

Minute Book Number: MB2017-334

Title:

Authorize Mayor to execute contracts in quadruplicate with C.B. Developers, Inc. for the ComSWIP Water Improvements Phase V project.

Notes:

Agenda Date: 08/08/2017

Indexes:

Agenda Number: VI.-7

Sponsors:

Enactment Date:

Attachments: Contract-executed by contractor, 1273W013_Affidavit of Publication, executed Contract-executed by contractor

Enactment Number:

Contact:

Meeting Date: 08/08/2017

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	08/08/2017	Authorize				Pass
Action Text: A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Authorize Mayor to execute contracts in quadruplicate with C.B. Developers, Inc. for the ComSWIP Water Improvements Phase V project.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							
Yea: 5 Council Member George Council Member Delgado Council President Carroll Council Vice President Dryden Council Member Brown							

Text of Legislative File 2017-601

Title

Authorize Mayor to execute contracts in quadruplicate with C.B. Developers, Inc. for the ComSWIP Water Improvements Phase V project.

Summary

ComSWIP Water Phase V contracts

Budget Information

Expenditure Type

Purchasing Item

Publication Information



Engineering Progress

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

COMPREHENSIVE WATER IMPROVEMENTS - PHASE V

FOR THE

**CITY OF HATTIESBURG
FORREST COUNTY
MISSISSIPPI**

APRIL 2017



PREPARED BY:

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

ADDENDUM No. 1
to the
CONTRACT DOCUMENTS and SPECIFICATIONS
for the
COMSWIP WATER IMPROVEMENTS - PHASE V I-59 CROSSING HIGHWAY 49 NORTH
WESTOVER AND LINCOLN
CITY of HATTIESBURG

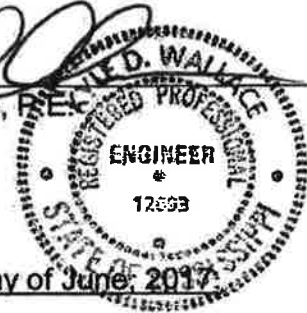
The following attached modifications are to be made to the specifications and contract documents for the above captioned project:

- CHANGE No. 1 -** Plan Sheets No. 6, 7, 8, 9, 10 and 12 should be replaced with the attached Plan Sheets.
- CHANGE No. 2 -** The Contractor shall submit an Erosion Control Bond in the amount of \$50,000 to the Mississippi Department of Transportation (MDOT) before proceeding with construction. This Bond will cover all three (3) permit sites submitted to the MDOT (Form Attached).
- CHANGE No. 3 -** Omitted Item Number following Item No. 6 in the proposal for Site No. 1 shall be labeled as Item No. 6A.
- CHANGE No. 4 -** HDPE Pipe shall be supplied via Ductile Iron Pipe Size (DIPS)

SHOWS, DEARMAN & WAITS, INC.

CITY OF HATTIESBURG

by:


Kyle Wallace, P.E.


by:


Kermas Eaton, City Clerk

Dated this 12th day of June, 2017

The receipt of this Addendum shall be indicated by signature on the line below.
A signed copy of the Addendum shall accompany the Bid Proposal.

Contractor: C. B. Developers, Inc.

Signature: 

Title: Project Manager

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
PERFORMANCE BOND

_____ COMPANY

STATE OF MISSISSIPPI

COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS: That we, the _____ of
_____ as Principal, and _____ Company, as surety are held and
firmly bound in solido to the Mississippi Transportation Commission, hereinafter "Commission", Jackson, Mississippi, in the full sum
of _____ (\$ 50,000) lawful money of the United States of America for payment of which
we bind ourselves, in solido, and our respective successors, assigns, executors and administrators.

The condition of this obligation is such that whereas the said _____,
hereinafter called the Principal, has applied to the Commission for a permit to construct _____
_____ along or across
the right of way of Highway No. _____ in _____ County, Mississippi, and

WHEREAS, the said Principal has agreed to construct the above described work in accordance with certain regulations as
shown on Permit No. _____ Dated _____ and to repair any damage that occurs to the highway right of way and
drainage facilities, as required by the permit:

NOW, THEREFORE, if the said Principal faithfully complies with the terms of said permit then, upon release by the
Executive Director of the Mississippi Department of Transportation, hereinafter "Department", this obligation shall be null and void;
otherwise the same shall remain in full force and effect until the terms of the permit are met and released by the Executive Director of
the Department.

If the performance bond expires before the permit work is complete, the Applicant and Principal agrees to furnish the
Department with written documentation that the performance bond has been extended to cover the remaining time required to
satisfactorily complete the work under the approved permit.

SIGNED, SEALED AND DELIVERED this _____ day of _____, 20 _____

_____ PRINCIPAL.

COUNTERSIGNED

BY _____

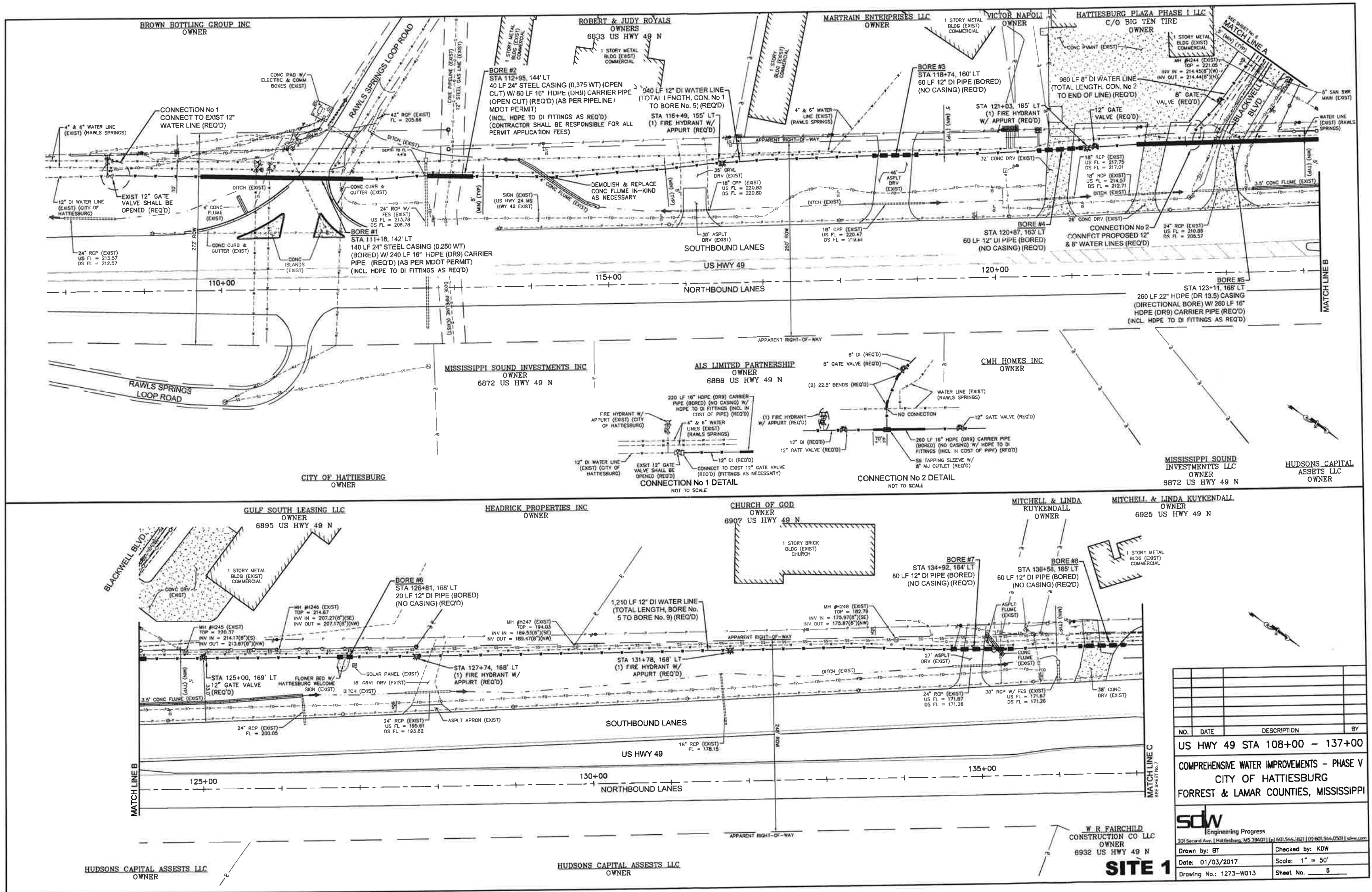
BY _____

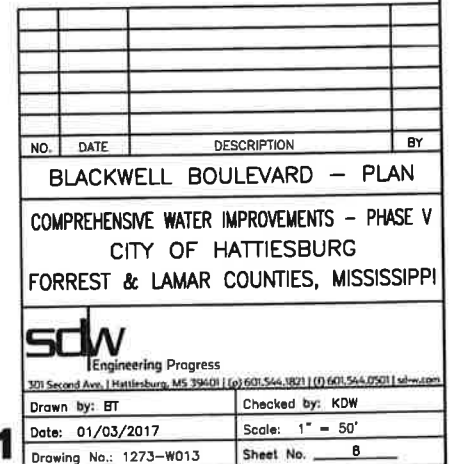
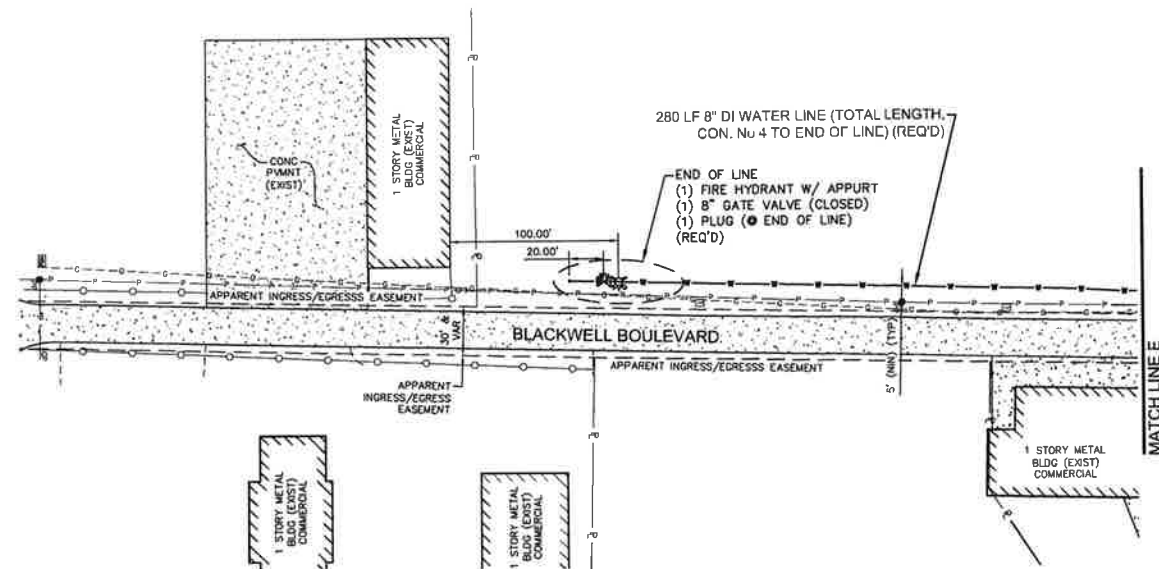
_____ COMPANY.

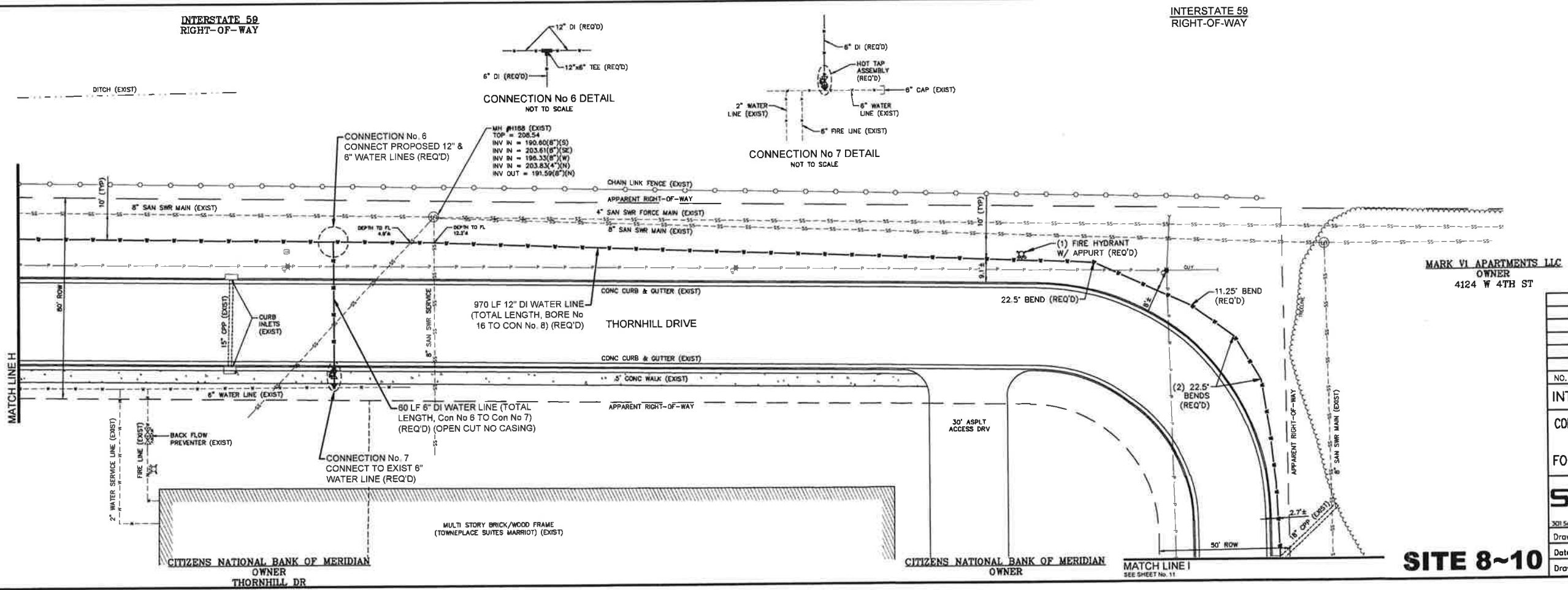
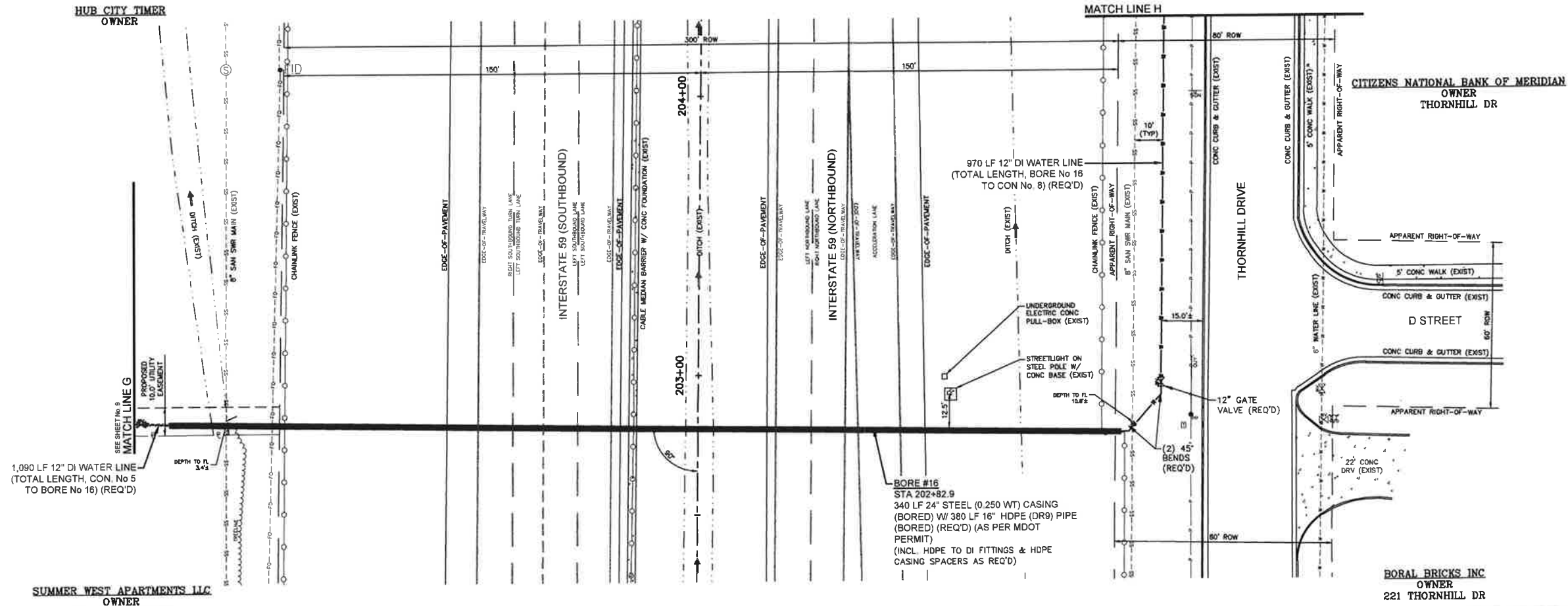
ADDRESS _____

BY _____

ADDRESS _____



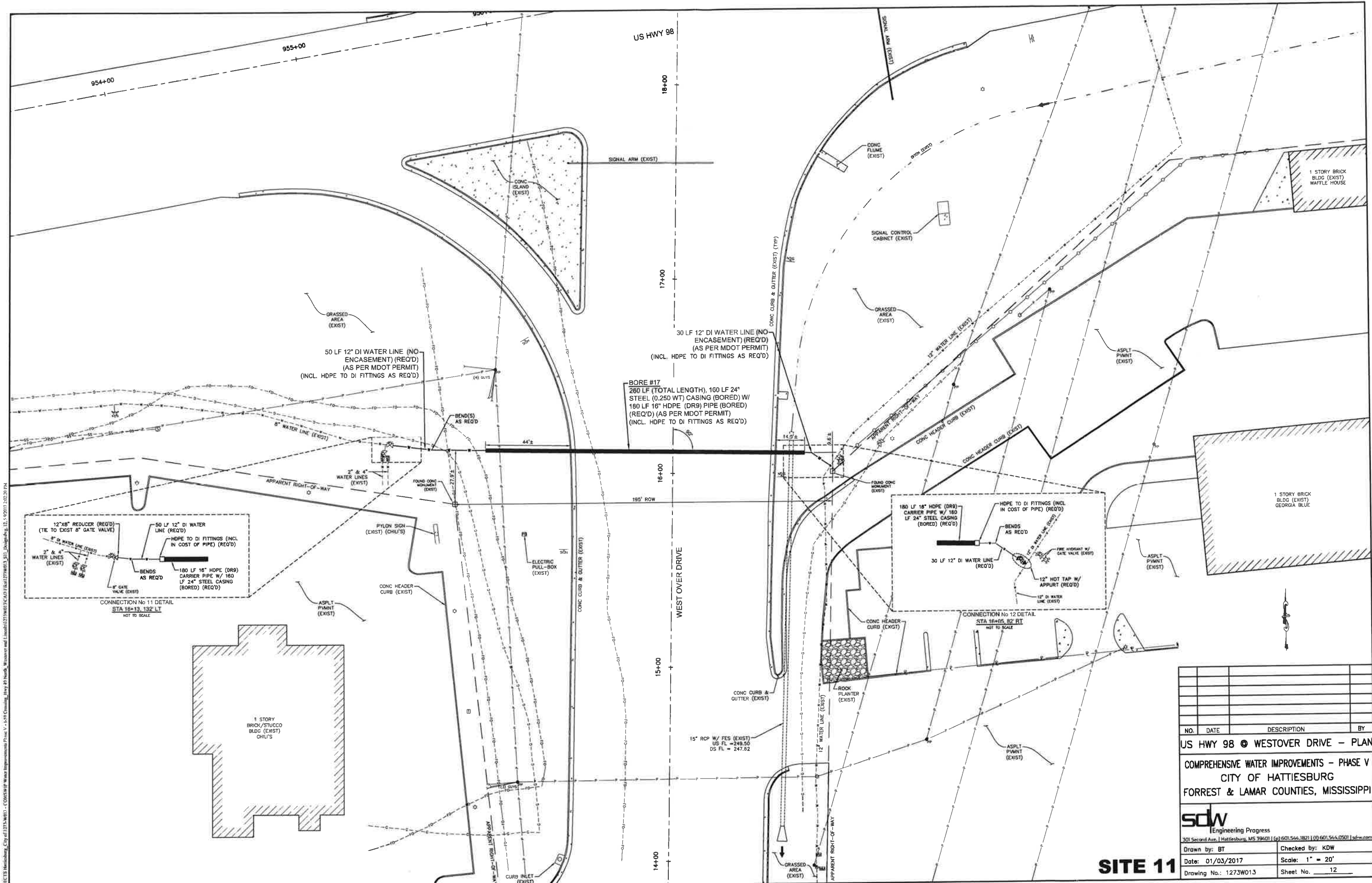




NO.	DATE	DESCRIPTION	BY
		INTERSTATE 59 & THORNHILL DRIVE	
		COMPREHENSIVE WATER IMPROVEMENTS - PHASE V	
		CITY OF HATTIESBURG	
		FORREST & LAMAR COUNTIES, MISSISSIPPI	
sdw Engineering Progress 301 Second Ave., Hattiesburg, MS 39401 (601) 544-1821 (F) 601-544-0501 sdw.com			
Drawn by:	BT	Checked by:	KDW
Date:	01/03/2017	Scale:	1" = 20'
Drawing No.:	1273-W013	Sheet No.:	10

SITE 8~10

C:\PROJECTS\Hattiesburg_City\01273-W013 - COMPREHENSIVE Water Improvements Phase V - 1.15 Drawing (Rev 0) North - Westover and Lamar\01273-W013-CAD\1273-W013.dwg, 15:59:20 1/3/2017 2:17 PM



NO.	DATE	DESCRIPTION	BY
US HWY 98 @ WESTOVER DRIVE - PLAN			
COMPREHENSIVE WATER IMPROVEMENTS - PHASE V			
CITY OF HATTIESBURG			
FORREST & LAMAR COUNTIES, MISSISSIPPI			
sdw Engineering Progress 301 Second Ave., Hattiesburg, MS 39401 (601) 544-1821 (601) 544-0501 sdw.com			
Drawn by: BT		Checked by: KDW	
Date: 01/03/2017		Scale: 1" = 20'	
Drawing No.: 1273W013		Sheet No.: 12	

SITE 11



Engineering Progress

**SPECIFICATIONS AND CONTRACT DOCUMENTS
FOR
COMPREHENSIVE WATER IMPROVEMENTS - PHASE V**

**FOR THE
CITY OF HATTIESBURG
FORREST COUNTY
MISSISSIPPI**

APRIL 2017

**PREPARED BY:
SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS**

INDEX

ADVERTISEMENTS FOR BIDS.....	1
INFORMATION FOR BIDDERS.....	2-4
PROPOSAL FORM.....	5-12
BID BOND.....	13-14
CONTRACT AGREEMENT.....	15-17
PAYMENT & PERFORMANCE BOND.....	18-19
NOTICE OF AWARD.....	20
NOTICE TO PROCEED.....	21
GENERAL CONDITIONS.....	22-59
MEASUREMENT AND PAYMENT.....	60-62
TECHNICAL SPECIFICATIONS:	
Water Systems.....	63-85
Restoration of Roads, Driveways, Fences, Lawns & Other Grassed Areas.....	86-92
Seeding and Sodding.....	93-98
Fire Hydrant.....	99-101



ADVERTISEMENT FOR BIDS

NOTICE is hereby given that the City Clerk of the City of Hattiesburg, Mississippi, will receive sealed bids until 10:00 a.m. on June 15, 2017 in the City Clerk's Office in the City Hall at 200 Forrest Street of said City for furnishing the City's requirements for the following:

COMPREHENSIVE WATER IMPROVEMENTS - PHASE V

Plans, Specifications and proposal forms may be obtained from Shows, Dearman & Waits, Inc., 301 Second Avenue, Hattiesburg, Mississippi, 39401, upon deposit of \$150.00, non-refundable. All bids must be accompanied by bid security equal to 5% of the amount of the bid, in the form of a certified check, cashier's check or a bid bond written by a company properly licensed in Mississippi.

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

BID:

COMPREHENSIVE WATER IMPROVEMENTS - PHASE V HATTIESBURG, MISSISSIPPI

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

PUBLISHED by Order of the Council on the ____ day of _____ A.D., 2017.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____

Kermas Eaton, City Clerk

Publish on May 10, 2017 and May 17, 2017

City of Hattiesburg

Return PROOF to City Clerk's Office

PO Box 1898

Hattiesburg, MS 39403-1898

INFORMATION FOR BIDDERS

BIDS will be received by the CITY OF HATTIESBURG, MISSISSIPPI herein called the "OWNER", at City Hall until 10:00 a.m. on June 15, 2017, and then at said office publicly opened and read aloud.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A conditional or qualified BID will not be accepted.

Award will be made to the lowest responsible BIDDER.

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

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

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

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

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

PROPOSAL FORM

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

Note: All materials and components shall be a product of the U.S.A.

Site 1 - US Hwy 49 N & Blackwell Blvd					
Item	Description	Unit	Quantity	Unit Price	Amount
Water Pipe Items					
1	8" Class 350 Ductile Iron Water Pipe (Open Cut)	LF.	1,240	21.61	26796.40
2	8" Class 350 Ductile Iron Water Pipe (Bored) (No Casing)	LF	160	43.45	6952.00
3	12" Class 350 Ductile Iron Water Pipe (Open Cut)	LF	4,390	31.38	137758.20
4	12" Class 350 Ductile Iron Water Pipe (Bored) (No Casing)	LF	380	67.39	25608.20
5	16" HDPE (DR9) (Open Cut) (Incl. Adapter Fittings)	LF	60	113.22	6793.20
6	16" HDPE (DR9) (Bored) (No Casing) (Incl. Adapter Fittings)	LF	860	124.87	107388.20
7	22" HDPE (DR 13.5) Casing (Bored)	LF	260	148.77	38680.20
8	24" Steel Casing, 0.375" WT (Open Cut)	LF	40	85.80	3432.00
9	24" Steel Casing, 0.250" WT (Bored)	LF	400	160.72	64288.00
10	10" HDPE (DR 9) (Bored) (No Casing) (Incl. Adapter Fittings)	LF	180	63.10	11358.00
Connection Items					
10	Connection: Proposed 12" Water Line to Existing 12" Water Line (Straight)	Each	2	1381.44	2762.88
11	Connection: Proposed 8" Ductile Iron Water Line to Proposed 12" HDPE Water Line (Stainless Steel Tapping Sleeve & Other Fittings)		1	2915.08	2915.08
12	Connection: Proposed 8" Water Line to Proposed 8" Water Line	Each	1	1416.56	1416.56

	(Tee)					
		Valve and Hydrant Items	Unit	Quantity	Unit Price	Amount
13	8" Gate Valve		Each	6	1204.39	7226.34
14	12" Gate Valve		Each	4	2119.85	8479.40
15	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)		Each	10	3907.84	39078.40
		Miscellaneous Construction Items				
16	Concrete Pavement Repair (All Depths)		SY	15	58.54	878.10
17	Loose Rip Rap, Size 100		Ton	20	60.88	1217.60
18	Temporary Erosion Control		Lump Sum	1	585.36	585.36
19	Grassing		Lump Sum	1	3512.14	3512.14
20	Mobilization		Lump Sum	1	11707.13	11707.13
21	Maintenance of Traffic		Lump Sum	1	9951.06	9951.06
					Subtotal (Site 1):	518,784.45

Site 8~10 - Commerce Drive, I-59 and Thornhill Drive

Item	Description	Unit	Quantity	Unit Price	Amount
Water Pipe Items					
1	6" Class 350 Ductile Iron Water Pipe (Open Cut)	LF	60	21.59	1295.40
2	8" Class 350 Ductile Iron Water Pipe (Open Cut)	LF	50	22.37	1118.50
3	12" Class 350 Ductile Iron Water Pipe (Open Cut)	LF	2,990	33.75	100912.50
4	16" HDPE (DR9) (Open Cut) (Incl. Adapter Fittings)	LF	380	75.79	28800.20
5	24" Steel Casing, 0.250" WT (Bored)	LF	340	160.38	54529.20
Connection Items					
6	Connection: Proposed 12" Water Line to Existing 12" Water Line (Hot Tap)	Each	2	3459.46	6918.92
7	Connection: Proposed 12" Water Line to Proposed 6" Water Line (Tee)	Each	1	1459.88	1459.88
8	Connection: Proposed 6" Water Line to Existing 6" Water Line (Hot Tap)	Each	1	3768.53	3768.53
9	Connection: Proposed 12" Water Line to Proposed 8" Water Line (Tee)	Each	1	1503.20	1503.20
10	Connection: Proposed 8" Water Line to Existing 8" Water Line (Hot Tap)	Each	1	4179.45	4179.45
11	Connection: Proposed 12" Water Line to Existing 8" Water Line (Hot Tap)	Each	1	3378.68	3378.68
Valve and Hydrant Items					
12	12" Gate Valve	Each	4	2120.16	8480.64
13	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	Each	6	3896.88	23381.28

	Miscellaneous Construction Items						
14	Asphalt Pavement Repair (All Depths)	SY	54	101.85		5499.90	
15	Concrete Pavement Repair (All Depths)	SY	85	58.54		4975.90	
16	Concrete Curb & Gutter Repair (All Types)	LF	125	40.97		5121.25	
	Concrete Sidewalk Repair (All Depths)	SY	5	40.97		204.85	
17	Temporary Erosion Control	Lump Sum	1	585.36		585.36	
18	Grassing	Lump Sum	1	3512.14		3512.14	
19	Mobilization	Lump Sum	1	8194.99		8194.99	
20	Maintenance of Traffic	Lump Sum	1	5853.57		5853.57	
			Subtotal (Site 8~10):			273674.34	

Site 11 - US Hwy 98 @ Westover Drive

Item	Description	Unit	Quantity	Unit Price	Amount
Water Pipe Items					
1	12" Class 350 Ductile Iron Water Pipe (Open Cut)	LF	80	62.11	4968.80
2	16" HDPE (DR9) (Bored) (Incl. Adapter Fittings)	LF	180	126.91	22843.80
3	24" Steel Casing, 0.250" WT (Bored)	LF	160	160.59	25694.40
Connection Items					
4	Connection: Proposed 12" Water Line to Existing 8" Water Line (Straight Reducer)	Each	1	1654.22	1654.22
5	Connection: Proposed 12" Water Line to Existing 12" Water Line (Hot Tap)	Each	1	3459.46	3459.46
Valve and Hydrant Items					
6	12" Gate Valve	Each	2	2120.16	4240.32
Miscellaneous Construction Items					
7	Temporary Erosion Control	Lump Sum	1	585.36	585.36
8	Grassing	Lump Sum	1	585.36	585.36
9	Mobilization	Lump Sum	1	585.36	585.36
10	Maintenance of Traffic	Lump Sum	1	585.36	585.36
Subtotal (Site 11):					65202.44

Site 12 - Lincoln Road and Oak Grove Road

Item	Description	Unit	Quantity	Unit Price	Amount
Water Pipe Items					
1	8" Class 350 Ductile Iron Water Pipe (Open Cut)	LF	1,520	21.14	32132.80
2	8" Class 350 Ductile Iron Water Pipe (Bored) (No Casing)	LF	540	43.45	23463.00
3	12" Class 350 Ductile Iron Water Pipe (Open Cut)	LF	2,472	34.88	86223.36
4	12" Class 350 Ductile Iron Water Pipe (Bored) (No Casing)	LF	350	67.39	23586.50
5	10" HDPE (DR9) (Bored) (No Casing) (Incl. Adapter Fittings)	LF	240	68.42	16420.80
6	16" HDPE (DR9) (Bored) (No Casing) (Incl. Adapter Fittings)	LF	150	159.67	23950.50
Connection Items					
7	Connection: Proposed 8" Water Line to Proposed 12" Water Line (Straight)	Each	1	1667.10	1667.10
8	Connection: Proposed 12" Water Line to Existing 12" Water Line (Straight)	Each	1	2243.09	2243.09
9	Connection: Proposed 12" X 12" X 12" (Tee)	Each	1	2234.89	2234.89
Valve and Hydrant Items					
10	8" Gate Valve	Each	3	1204.66	3613.98
11	12" Gate Valve	Each	6	2120.16	12720.96
12	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant. Brass Tag, Pipe, & other fittings)	Each	10	3790.77	37907.70
Miscellaneous Construction Items					
13	Temporary Erosion Control	Lump Sum	1	4682.85	4682.85
14	Grassing	Lump Sum	1	3512.14	3512.14
15	Mobilization	Lump Sum	1	5853.57	5853.57
16	Maintenance of Traffic	Lump Sum	1	5853.57	5853.57
				Subtotal (Site 12):	
					286066.81

Comprehensive Water Improvements – Phase V

Site 1: US Hwy 49 N & Blackwell Blvd	Subtotal (Site 1):	518 784.45
Site 8~10: Commerce Drive, 1-59 and Thornhill Drive	Subtotal (Site 8~10):	273 674.34
Site 11: US Hwy 98 @ Westover Drive	Subtotal (Site 11):	65202.44
Site 12: Lincoln Road and Oak Grove Road	Subtotal (Site 12):	286 066.81
	Project Total:	1,143,728.04

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

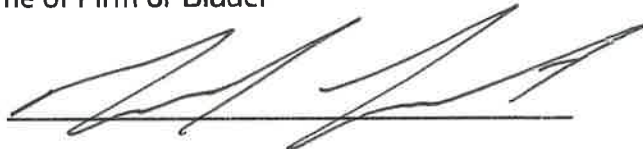
If within thirty (30) days of the scheduled closing time for receipt of bids, this Proposal is accepted, the undersigned will execute a formal contract within ten (10) days after official notification thereof, will deliver a surety bond for the faithful performance of this contract, and will complete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

Respectfully Submitted,

C.B. Developers, Inc.

Name of Firm or Bidder

By:



1716 Evelyn Gandy Pkwy
Address

Hattiesburg, MS 39401
City, State

BID BOND

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

Signed, this _____ day of _____, 20_____.

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

COMPREHENSIVE WATER IMPROVEMENTS - PHASE V HATTIESBURG, MISSISSIPPI

NOW, THEREFORE,

(a) If said BID shall be rejected, or

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

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

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

_____(L.S.)
PRINCIPAL

SURETY

BY: _____

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

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, C.B. Developers, Inc.
as Principal, and Arch Insurance Company
as Surety, are hereby held and firmly bound unto
City of Hattiesburg as Owner, in the penal sum
of Five Percent of Amount Bid DOLLARS
(5%) for the payment of which, well and truly to be made, we
hereby jointly and severally bind ourselves, successors and assigns. Signed, this
15th day of June, 2017. The condition of the above obligation is
such that whereas the Principal has submitted to City of Hattiesburg
a certain BID, attached hereto and hereby made a part hereof to enter
into a contract in writing for the Comprehensive Water Improvements - Phase V

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID.

Then this obligation, shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

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

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

C.B. Developers, Inc.

By: _____ (L.S.)
(Principal)

Arch Insurance Company

(Surety)

By: Stephen Wesley Price, Jr. Attorney-in-Fact
Resident MS Agent/Bottrell Insurance

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.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Mortgage, Note, Loan, Letter of Credit, Bank Deposit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Stephen Wesley Price, Jr.

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations.

Surety Bond Number: Bid Bond

Principal: C.B. Developers, Inc.

Obligee: City of Hattiesburg

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

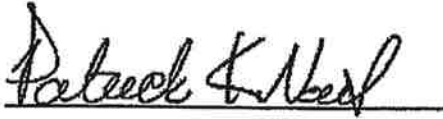
This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

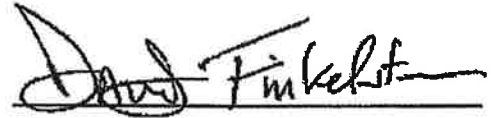
In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 15th day of June, 2017.

Attested and Certified

Arch Insurance Company



Patrick K. Nails, Secretary

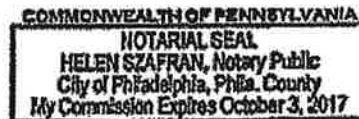
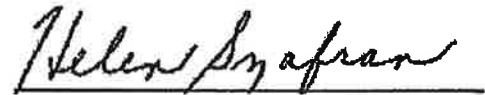



David M. Finkelstein, Executive Vice President

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

I, Helen Szafran, a Notary Public, do hereby certify that Patrick K. Nails and David M. Finkelstein personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

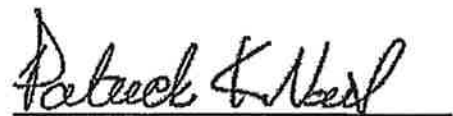



Helen Szafran, Notary Public
My commission expires 10/03/2017

CERTIFICATION

I, Patrick K. Nails, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated June 15, 2017 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said David M. Finkelstein, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 15th day of June, 2017.



Patrick K. Nails, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102



C. B. DEVELOPERS, INC.
938 OLD RIFLE RANGE RD.
PETAL, MS 39465

Ph. 601-582-1600

Ph. 601-583-0005

Fax 601-583-0009

Cbmbreland@cs.com

STATE OF MISSISSIPPI
FORREST COUNTY

RESOLUTION

BE IT RESOLVED THAT Mack Lister IS HEREBY AUTHORIZED, EMPOWERED AND DIRECTED TO EXECUTE FOR AND ON BEHALF OF C.B. Developers, Inc., a corporation, any and all bid and job specific documents including but not limited to price sheets, change orders, certification, addendum, contracts, agreements, and official letters.

C. B. DEVELOPERS, INC.



BY: SHERRY BRELAND
TITLE: PRESIDENT

C. B. DEVELOPERS, INC.



BY: CLIFF BRELAND
TITLE: VICE-PRESIDENT

I, Cliff Breland, as secretary of C. B. DEVELOPERS, INC. DO HEREBY CERTIFY THAT THE ABOVE RESOLUTION WAS DULY PROPOSED, ADOPTED, AND RESOLVED, DURING A SPECIAL MEETING OF C. B. DEVELOPERS, INC., A CORPORATION, ON THIS THE 18TH DAY OF June, 2012.


SECRETARY

CONTRACT AGREEMENT

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

ARTICLE 1: SCOPE OF WORK

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

COMPREHENSIVE WATER IMPROVEMENTS PHASE - V

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

ARTICLE 2: THE CONTRACT SUM

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

ARTICLE 3: TIME OF COMPLETION

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

ARTICLE 4: PROGRESS PAYMENTS

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

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

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

ARTICLE 5: ACCEPTANCE AND FINAL PAYMENT

Upon receipt of written notice that the work is ready for final acceptance and inspection, the Engineer shall promptly make such inspection, and when he finds the work acceptable under the contract, and the contract fully performed, he shall promptly issue a final certificate, over his own signature, stating that the work provided for in this Contract has been completed and is accepted by him under the terms and conditions thereof. Then, the entire balance shall be due the Contractor within sixty (60) days the date of said final acceptance.

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

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

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

ARTICLE 6: THE PERFORMANCE BOND

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

ARTICLE 7: INSURANCE

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

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

OWNERS:

SEAL

City of Hattiesburg

BY _____

Title _____

ATTEST _____

CONTRACTOR:

SEAL

L.B. Developers, Inc.

BY _____

Title _____

Project Manager

ATTEST _____

C. J. F. Br...

PAYMENT AND PERFORMANCE BOND

C.B. Developers, Inc.

KNOW ALL MEN BY THESE PRESENTS: THAT WE, the Undersigned (hereinafter called the Principal), a corporation, partnership or individual duly unauthorized by law to do business as a construction contractor in the State of Mississippi, and Arch Insurance Company of (herein called the Surety), a corporation duly authorized to do a surety business under the laws of the State of Mississippi, are held and firmly bound unto City of Hattiesburg, (hereinafter called the Obligee), a Municipality existing under the laws of the State of Mississippi, in the penal sum of Dollars (\$1,143,728.04) lawful money of the United States, for the payment of which well and truly to be made, the said Principal and the said Surety do hereby bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, by these presents, as follows:

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

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

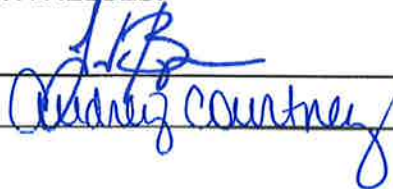
PROVIDED FURTHER, that the said surety for value received hereby stipulates and agrees that no charge, extension of time, alteration or addition to the terms of the Contract, or the work to be performed hereunder, or the Specifications accompanying the same, shall in any way affect its obligation on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

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

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

(SEAL)

WITNESSES:



Christine Courtney

C.B. Developers, Inc.

PRINCIPAL

1716 Evelyn Gandy Parkway, Hattiesburg, MS 39401

ADDRESS



Name of person executing for Principal

Project Manager
TITLE

Arch Insurance Company

SURETY

Harborside 3, 210 Hudson Street, Suite 300

Jersey City, NJ 07311-1107

ADDRESS

WITNESSES:



Peggy Jackson


Wes Price

Attorney-in-Fact/Resident MS Agent

TITLE



Name of person executing for Surety

Brody Eric Buckley
Bottrell Insurance
P.O. Box 1490
Jackson, MS 39215-1490

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON BLUE BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Mortgage, Note, Loan, Letter of Credit, Bank Deposit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Amanda Jean Charfauros, Brody Eric Buckley, Jason S. Hollis, Jerry G. Veazey, Jr., Jim A. Armstrong, Peggy L. Jackson, Stephen Wesley Price, Jr. and Trina Cobb of Jackson, MS (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

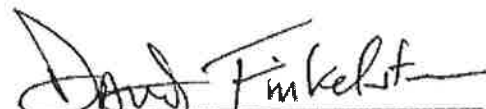
In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 19th day of August, 2016.

Attested and Certified

Arch Insurance Company


Patrick K. Nails, Secretary

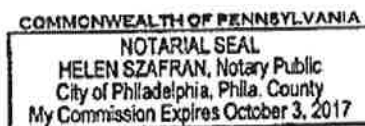


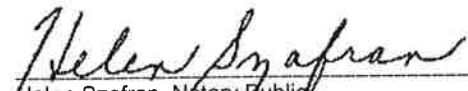

David M. Finkelstein, Executive Vice President

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

I, Helen Szafran, a Notary Public, do hereby certify that Patrick K. Nails and David M. Finkelstein personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.




Helen Szafran, Notary Public
My commission expires 10/03/2017

CERTIFICATION

I, Patrick K. Nails, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated August 19, 2016 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said David M. Finkelstein, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this _____ day of _____, 20____.


Patrick K. Nails, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102





CBDEVEL-01

ACOOK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/17/2017

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 have ADDITIONAL INSURED provisions or 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 Fisher Brown Bottrell Insurance, Inc. P. O. Box 1490 Jackson, MS 39215	CONTACT NAME: Angie Cook, CIC, PIAM		
	PHONE (A/C, No, Ext): (601) 960-8244	FAX (A/C, No): (601) 208-3044	
	E-MAIL ADDRESS: acook@fbbins.com		
INSURED C B Developers, Inc. 1716 Evelyn Gandy Parkway, #40 Hattiesburg, MS 39401	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Brierfield Insurance Company		10993
	INSURER B : American Interstate Insurance		31895
	INSURER C : Travelers Property Casualty Company of America		25674
	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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ PD Ded: \$2,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:			GL0013568	05/17/2016	05/17/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			CA0021045	05/17/2016	05/17/2017	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 \$ 10,000			UMB0014332	05/17/2016	05/17/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 Gen Aggregate \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	AVWCMS2562322017	01/01/2017	01/01/2018	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equip			CM0006842	05/17/2016	05/17/2017	Ded See Below 260,000
C	Installation Floater			6603222R85A	09/10/2016	09/10/2017	Ded: \$5,000 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
General Liability policy contains blanket additional insured & blanket waiver of subrogation wording on a primary & non-contributory basis, when required by written contract. Workers Compensation policy includes blanket waiver of subrogation when required by written contract. The Umbrella Liability policy includes blanket additional insured wording when required by written contract and included in the underlying General Liability and/or Automobile Liability policy. Additional Insured Status applies as per forms attached to the policy & available for review upon request: GL (CGL084 10/13 & CGL088 10/13) UMB (CU0001 12/07) All coverage is subject to policy terms, conditions and exclusions.
As respects Leased/Rented Equipment: Ded: \$1,000 if value less than \$100,000; \$5,000 if valued equal to/greater than \$100,000; Installation Temp Storage Limit: \$100,000
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

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

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



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Fisher Brown Bottrell Insurance, Inc.		NAMED INSURED C B Developers, Inc. 1716 Evelyn Gandy Parkway, #40 Hattiesburg, MS 39401	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

All Property Coverage: At the time of loss, insured value will be the lesser of the ACV, market value or replacement with like kind or quality.

REFERENCE ONLY:

Project: Comprehensive Water Improvements - Phase V

Project: Lake Forgetful Road

Project: Comprehensive Water Improvements Phase IV Miscellaneous Connections

Project: Water Line Extension along Old Highway 98 East and W. L. Runnels Industrial Drive

Project: Comprehensive Water Improvements Phase I,

Project: 592 Program Sewer Rehabilitation, Contract No. 3, City of Hattiesburg, MS Contract amount \$1,996,351.79

Project: Water System Extension on Veteran's Memorial Blvd. and South 28th Ave \$1,361,828.84

NOTICE OF AWARD

TO: C.B. Developers, Inc.
1716 Evelyn Gandy Pkwy
Hattiesburg, MS 39401

Project: COMPREHENSIVE WATER IMPROVEMENTS - PHASE V

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated May 10, 2017, and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$ 1,143,728.04.

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

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

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

Dated this _____ day of _____, 20__.

CITY OF HATTIESBURG
OWNER

BY: _____

TITLE: Mayor

ACCEPTANCE OF NOTICE

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

Name: [Signature]

Title: Project Manager

NOTICE TO PROCEED

TO: C.B. Developers, Inc.
1716 Evelyn Gandy Pkwy
Hattiesburg, MS 39401

DATE: _____

Project: COMPREHENSIVE WATER IMPROVEMENTS PHASE - V

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

CITY OF HATTIESBURG
OWNER

BY: _____

TITLE: Mayor

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by

_____ This the ____ day of _____, 20__.

Name: [Signature]

Title: Project Manager

GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS

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

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

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

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

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

APPROVAL: Accept as satisfactory.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Documents.

CONSTRUCTION OBSERVER

RESIDENT INSPECTOR

CONSTRUCTION INSPECTOR

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 2 - PRELIMINARY MATTERS:

AWARD:

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

EXECUTION OF AGREEMENT:

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

FORFEITURE OF BID SECURITY:

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

CONTRACTOR'S PRE-START REPRESENTATIONS:

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

COMMENCEMENT OF CONTRACT TIME:

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

STARTING THE PROJECT:

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

BEFORE STARTING CONSTRUCTION:

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

SCHEDULE OF COMPLETION:

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

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

QUALIFICATION OF SUBCONTRACTORS MATERIALMEN AND SUPPLIERS:

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

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

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

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

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

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

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

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

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

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

Availability of Lands

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

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

Subsurface Conditions:

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

Differing Site Conditions

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

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

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

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

ARTICLE 5 - BONDS AND INSURANCE:

Performance and Payment Bonds:

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

Contractor's Liability Insurance:

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

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

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

Owner's Liability Insurance

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

Fire and Extended Coverage Insurance (Builders' Risk):

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

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

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

Cancellation and Re-Insurance:

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

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES:

Supervision and Superintendence:

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

Labor, Materials and Equipment:

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

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

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

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

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

Materials, Equipment, Products and Substitutions:

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

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

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

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

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

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

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

Concerning Subcontractors:

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

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

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

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

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

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

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

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

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

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

Patent Fees and Royalties:

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

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

Permits:

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

Laws and Regulations:

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

regulations.

Taxes:

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

Record Drawings:

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

Safety and Protection:

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

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

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

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

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

Emergencies:

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

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

Shop Drawing and Samples:

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

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

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

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

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

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

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

Cleaning Up:

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

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

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

Public Convenience and Safety:

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

Sanitary Provisions:

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

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

Indemnification:

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

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

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

Responsibility for Connecting to Existing Work:

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

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

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

accordance with their requirements.

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

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

Cooperation with Governmental Departments, Public Utilities, Etc:

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

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

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

Use of Premises:

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

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

stresses or pressures that will endanger it.

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

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

Protection of Existing Property Improvements:

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

Temporary Heat:

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

ARTICLE 7 - WORK BY OTHERS:

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 8 - OWNER'S RESPONSIBILITIES:

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

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

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

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

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

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

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

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

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

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION:

Owner's Representative:

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

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

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

Visits to Site:

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

Clarifications and Interpretations:

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

Measurement of Quantities:

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

Rejecting Defective Work:

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

Shop Drawings, Change Orders and Payments:

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

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

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

Resident Project Representative:

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

Decisions on Disagreements:

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

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

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

Limitations on Engineer's Responsibilities:

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

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

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

ARTICLE 10 - CHANGES IN THE WORK:

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

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

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

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

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

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

ARTICLE 11 - CHANGE OF CONTRACT PRICE:

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

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

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

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

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

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

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

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

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

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

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

11.3.2 By negotiated lump sum.

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

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

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

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

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

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

11.4.5 Supplemental costs including the following:

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

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

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

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

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

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

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

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

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

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

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

11.5.1 Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals, (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the schedule referred to in subparagraph 11.4.1 -- all of which are to be considered administrative costs covered by the CONTRACTOR'S Fee.

11.5.2 Expenses of CONTRACTOR'S principal and branch offices other than his office at the site.

11.5.3 Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S

capital employed for the Work and charges against CONTRACTOR'S for delinquent payments.

11.5.4 Cost of premiums for all bonds and for all insurance policies whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except as otherwise provide in subparagraph 11.4.5.9.)

11.5.5 Costs due to the negligence of CONTRACTOR, any Subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.5.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

11.6 The CONTRACTOR'S Fee which shall be allowed to CONTRACTOR for his overhead and profit shall be determined as follows;

11.6.1 A mutually acceptable firm fixed price; or if none can be agreed upon,

11.6.2 A mutually acceptable fixed fee based on the estimate of the various portions of the Cost of the Work.

11.7 The amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in cost will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the net shall be computed to include overhead and profit, identified separately, for both additions and credits.

11.8 Whenever the cost of any Work is to be determined pursuant to paragraphs 11.4 and 11.5, CONTRACTOR will submit in form prescribed by ENGINEER an itemized cost breakdown together with supporting data.

11.9 Allowances: It is understood that the CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such material men, suppliers, or Subcontractors and for such sums within the limit of the allowances as the ENGINEER may approve. Upon final payment, the Contract Price shall be adjusted as required and an appropriate Change Order issued. The CONTRACTOR agrees that the original Contract Price includes such sums as he deems proper for costs and profit on account of cash allowances. No demand for additional cost or profit in connection therewith will be allowed.

11.9.1 These allowances shall cover the cost to the CONTRACTOR less any applicable trade

discount, of the materials and equipment required by the allowance delivered at the site, and all applicable taxes.

11.9.2 The CONTRACTOR'S costs for unloading and handling on site, labor, installation costs, overhead, profit and other expenses contemplated for the original allowance shall be included in the Contract Price and not in the allowance.

11.9.3 Whenever the cost, as described in 11.9.1 above, is more than or less than the allowance, the Contract Price shall be adjusted accordingly by Change Order. The amount of the Change Order will recognize changes, if any, in handling costs on the site, labor, installation costs, overhead, profit and other expenses, except that whenever unit price allowances are stipulated for brick, the Change Order will not include any cost as described in 11.5 above.

ARTICLE 12 - CHANGE OF THE CONTRACT TIME:

12.1 The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to OWNER and ENGINEER within ten days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined by ENGINEER if OWNER and CONTRACTOR cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

12.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if he makes a claim therefore as provided in paragraph 12.1. Such delays shall include, but not be restricted to, acts or neglect by any separate contractor employed by OWNER, fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

12.3 All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of the Article 12 shall not exclude recovery for damages (including compensation for additional professional services) for delay by either parties.

12.4 No claim for delay shall be allowed because of failure to furnish Drawings until two weeks after demand for such drawings and not then unless such claim be reasonable.

12.5 This article does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

ARTICLE 13 - GUARANTY:

13.1 The CONTRACTOR shall guarantee all materials and equipment furnished and Work

performed for a period of one (1) year from the date of SUBSTANTIAL COMPLETION. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of SUBSTANTIAL COMPLETION of the system that the completed system is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs or adjustments, in the Work that may be made necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.

ARTICLE 14 - PAYMENTS AND COMPLETION:

Payments to Contractors:

14.1 At least ten (10) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER. The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the OWNER, or return the partial payment estimate to the CONTRACTOR indicating in writing his reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, within sixty (60) days of presentation to him of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate. The OWNER may retain a portion of the amount otherwise due the CONTRACTOR. Except as State law otherwise provides, the amount the OWNER retains shall be limited to the following:

14.1.1 Withholding of not more than 10 percent of the payment claimed until work is 50 percent complete;

14.1.2 When Work is 50 percent complete, reduction of the withholding to 5 percent of the dollar value of all Work satisfactorily completed to date, provided that the CONTRACTOR is making satisfactory progress and there is no specific cause for greater withholding;

14.1.3 When the Work is substantially complete (operational or beneficial occupancy), the withheld amount shall be further reduced below 5 percent to only that amount necessary to assure completion.

14.1.4 The OWNER may reinstate up to 10 percent withholding if the OWNER determines, at its discretion, that the CONTRACTOR is not making satisfactory progress or there is other specific cause for such withholding.

Contractor's Warranty of Title:

14.2 The CONTRACTOR warrants and guarantees that title to all work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will have passed to the OWNER prior to the making of the Application for payment, free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens") and that no work, materials or equipment covered by an Application for Payment will have been acquired by the CONTRACTOR or by any other person performing the Work at the Site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the CONTRACTOR or such other person.

Approval of Payments:

14.3 The ENGINEER'S approval of any payment requested in an Application for Payment shall constitute a representation by him to the OWNER, based on the ENGINEER'S on-site observations of the Work in progress as an experienced and qualified design professional and on his review of the Application of Payment and the supporting data, that the Work has progressed to the point indicated; That, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in his approval), and that the CONTRACTOR is entitled to payment of the amount approved. However, by approving any such payment, the ENGINEER shall not thereby be deemed to have represented that he made exhaustive or continuous on-site observations to check the quality or the quantity of the Work, or that he has reviewed the means, methods, techniques, sequences, and procedures of construction or that he has made any examination to ascertain how or for what purpose the CONTRACTOR has used the moneys paid or to be paid to him on account of the Contract Price, or that title to any Work, materials, or equipment has passed to the OWNER free and clear of any Liens.

14.4 The CONTRACTOR shall make the following certification on each request for payment:

"I hereby certify that the labor and materials listed on this request for payment has been used in the construction of this work or that all materials included in this request for payment and not yet incorporated into the construction are now on the site or stored at an approved location; and payment received from the last request for payment has been used to make payments to all first tier subcontractors and suppliers except as listed below."

14.5 The ENGINEER'S approval of final payment shall constitute an additional

representation by him to the OWNER that the conditions precedent to the CONTRACTOR'S being entitled to final payment as set forth in paragraph 14.11 have been fulfilled.

14.6 The ENGINEER may refuse to approve the whole or any part of any payment if, in his opinion, he is unable to make such representations to the OWNER. He may also refuse to approve any such payment, because of subsequently discovered evidence or the results of subsequent inspections or tests nullify any such payment previously approved, to such extent as may be necessary in his opinion to protect the OWNER from loss because:

14.6.1 The Work is defective, or completed Work has been damaged requiring correction or replacement,

14.6.2 The Work for which payment is request cannot be verified,

14.6.3 Claims or Liens have been filed or there is reasonable evidence indicating the probable filing thereof,

14.6.4 The Contract Price has been reduced because of Modifications,

14.6.5 The OWNER has been required to correct defective Work or complete the Work in accordance with paragraph 13.1,

14.6.6. Of unsatisfactory prosecution of the Work, including failure to clean up as required by paragraphs 6.29 and 6.30,

14.6.7. Of persistent failure to cooperate with other contractors on the Project and persistent failure to carry out the Work in accordance with the Contract Documents,

14.6.8. Of liquidated damages payable by the CONTRACTOR or,

14.6.9. Of any other violation of, or failure to comply with, the provisions of the Contract Documents.

14.7 Prior to Substantial Completion, the OWNER, with the approval of the ENGINEER and with the concurrence of the CONTRACTOR, may use any completed or substantially completed portions of the Work. Such use shall not constitute and acceptance of such portions of the Work.

14.8 The OWNER shall have the right to enter the premises for the purpose of doing work not covered by the Contract Documents. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the Work, or restoration of any damaged Work, except such as may be caused by agents or employees of the OWNER.

14.9 Upon completion and acceptance of the Work, the ENGINEER shall issue a certificate attached to the final payment request that the Work has been accepted by him under the conditions of the Contract Documents. The entire balance found to be due the CONTRACTOR, including the retained percentages, but except such sums as may be lawfully retained by the OWNER, shall be paid to the CONTRACTOR within sixty (60) days of completion and acceptance of the Work.

14.10 The CONTRACTOR will indemnify and save the OWNER or the OWNER'S agents harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the Work. The CONTRACTOR shall, at the OWNER'S request, furnish satisfactory evidence that all obligations of nature designated above have been paid, discharged, or waived. If the CONTRACTOR fails to do so the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment made under the Contract Documents by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.

Acceptance of Final Payment as Release:

14.11 The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims and liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this Work and for every act and neglect of the OWNER and others relating to or arising out of this Work. Any payment however, final or otherwise, shall not release the CONTRACTOR or his sureties from any obligations under the Contract Documents or the Performance Bond and Payment Bonds.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION:

Owner May Suspend Work:

15.1 The OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to the CONTRACTOR and the ENGINEER which shall fix the date on which Work shall be resumed. The CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if he makes a claim therefore

as provided in Articles 11 and 12.

Work During Inclement Weather:

15.2 No Work shall be done under these Specifications except by permission of the OWNER when the weather is unfit for good and careful work to be performed. Should the severity of the weather continue, the CONTRACTOR, upon the direction of the OWNER, shall suspend all work until instructed to resume operations by the OWNER and the Contract Time shall be extended to cover the duration of the order. Work damaged during periods of suspension due to inclement weather shall be repaired and/or replaced by the CONTRACTOR. Any compensation for repairs or replacements shall be subject to approval of the OWNER.

Owner May Terminate:

15.3 If the CONTRACTOR is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of his property; or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or he disregards laws, ordinances, rules regulations or orders of any public body having jurisdiction, or if he disregards the authority of the ENGINEER, or if he otherwise violates any provision of the Contract Documents, then the OWNER may without prejudice to any other right or remedy and after giving the CONTRACTOR and his surety seven days written notice, terminate the services of the CONTRACTOR and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR, and finish the Work by whatever method he may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR or the Surety will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a Change Order.

15.4 Where the CONTRACTOR'S services have been so terminated by the OWNER, said terminations shall not affect any rights of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys by the OWNER due the CONTRACTOR will not release the CONTRACTOR from liability.

15.5 Upon seven days written notice to the CONTRACTOR and the ENGINEER, the OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Agreement. In such case, the CONTRACTOR shall be paid for all Work executed and any expense sustained plus a reasonable profit.

Removal of Equipment:

15.6 In the case of termination of this Contract before completion, for any cause whatever, the CONTRACTOR if notified to do so by the OWNER, shall promptly remove any part or all of his equipment and supplies from the property of the OWNER. Should the CONTRACTOR not remove such equipment and supplies, the OWNER shall have the right to remove them at the expense of the CONTRACTOR. Equipment and supplies shall not be construed to include such items for which the CONTRACTOR has been paid in whole or in part.

Contractor May Stop Work or Terminate:

15.7 If, through no act or fault of the CONTRACTOR, the Work is suspended for a period of more than ninety (90) days by the OWNER or under an order of court or other public authority, or the ENGINEER fails to act on any Application for Payment within thirty (30) days after it is submitted, or the OWNER fails to pay the CONTRACTOR any sum approved by the ENGINEER or awarded by court ruling within thirty (30) days of its approval and presentation, then the CONTRACTOR may, upon seven (7) days written notice to the OWNER and the ENGINEER, terminate the Agreement and recover from the OWNER payment for all Work executed and any expense sustained plus a reasonable profit. In addition and in lieu of terminating the Agreement, if the ENGINEER has failed to act on an Application for Payment or the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon seven (7) days notice to the OWNER and the ENGINEER stop the Work until he has been paid all amounts then due.

Owner Furnished Equipment:

15.8 In case the OWNER furnishes equipment to the CONTRACTOR to install, but fails to deliver it to the CONTRACTOR as required and in case such failure causes the CONTRACTOR additional expense or need for extension of time, the CONTRACTOR may make such claims upon the OWNER and obtain adjustments as provided herein.

Liquidated Damages:

15.9 If the CONTRACTOR shall fail to complete the work within the contract time, or extension of time granted by the OWNER, then the CONTRACTOR will pay to the OWNER the amount for liquidated damages as specified in the Contract Documents for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the Contract Documents.

ARTICLE 16 - DISPUTE SETTLEMENT:

16.1 All claims, disputes and other matters in question arising out of, or relating to, this Agreement or the breach thereof except for claims which have been waived by the making or acceptance of final payment as provided by paragraph 14.11, shall be decided in a court of competent jurisdiction.

ARTICLE 17 - MISCELLANEOUS:

17.1 Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to him who gives the notice.

17.2 If the OWNER fails to make payment sixty (60) days after approval by the ENGINEER, in addition to other remedies available to the CONTRACTOR, there shall be added to each such progress payment, interest at 1% per month commencing on the first day after said payment is due and continuing until the payment is received by the CONTRACTOR.

17.3 All Specifications, Drawings and copies thereof furnished by the ENGINEER shall remain his property. They shall not be used on another Project, and, with the exception of those sets which have been signed in connection with the execution of the Agreement, shall be returned to him on request upon completion of the Project.

17.4 The duties and obligations imposed by these General Conditions, and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.36 and 14.3 and the rights and remedies available to OWNER and ENGINEER there under, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available by law, by special guarantee or by other provisions of the CONTRACT DOCUMENTS.

17.5 Should the OWNER or the CONTRACTOR suffer injury or damage to its person or property because of any error, omission or act of the other or of any of his employee or agents or others for whose acts he is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

17.6 The CONTRACT DOCUMENTS shall be governed by the law of the place of the Project.

Progress Charts and Requirements for Overtime Work

17.7 The CONTRACTOR shall within 5 days or within such time as determined by the OWNER after date of commencement of work prepare and submit to the OWNER for

approval a practicable schedule, showing the order in which the CONTRACTOR proposes to carry on the work, the date on which he will start the several salient features (including procurement of materials, plans and equipment) and the contemplated dates for completing the same. The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion at any time. The CONTRACTOR shall enter on the chart the actual progress at such intervals as directed by the OWNER and shall immediately deliver to the OWNER three (3) copies thereof. If the CONTRACTOR fails to submit a progress schedule within the time herein prescribed, the owner may withhold approval of progress payment estimates until such time as the CONTRACTOR submits the required progress schedule.

If, in the opinion of the OWNER, the CONTRACTOR falls behind the progress schedule, the CONTRACTOR shall take such steps as may be necessary to improve his progress and the OWNER may require him to increase the number of shifts, or overtime operations, days of work, or the amount of construction plant, or update the progress schedule to reflect increased production for meeting the completion date, or all of them, and to submit for approval such supplementary schedule or schedules in chart form as may be deemed necessary to demonstrate the manner in which the agreed rate of progress will be regained, all without additional cost to the OWNER.

Failure of the CONTRACTOR to comply with the requirements of the OWNER under this provision shall be grounds for determination by the OWNER that the CONTRACTOR is not prosecuting the work with such diligence as will insure completion within the time specified. Upon such determination the OWNER may terminate the CONTRACTOR'S right to proceed with the work or any separable part thereof in accordance with the clause of the contract entitled, "Termination for Default-Damages for Delay - Time Extensions.

Should the Contractor fail to complete the work within the specified time, or within any extra time allowed under these specifications, a sum of money, determined by the following schedule, shall be deducted from any funds due the Contractor, the Owner shall have the right recover the said sum or sums from the Contractor or from the surety, or from both. The amounts of these deductions are to cover the liquidated damages to the Owner incurred by additional or other expenses due to the failure of the Contractor to complete the work or any part of the work within the time specified, and such deductions are not to be considered penalties.

The damages indicated above shall be considered as liquidated damages for the loss to the Owner on account of the expense due to the employment of Engineers and their assistants and to any others expenses incurred after the expiration of the Contract time as determined by the Engineer.

MEASUREMENT AND PAYMENT

Measurement and Payment for the following bid items shall be as described and shall include all material, equipment, labor, testing, etc. to install and make operational a complete water system as detailed on the contract drawings and as specified in the contract documents.

DUCTILE IRON, PVC and HDPE WATER SYSTEMS

Payment for item shall include furnishing and installing all pipe, trenching, compaction of required bedding and backfill excavation, disposal of excess excavated material sheeting, shoring, bracing, dewatering, testing, fittings, reducers, flushing the system and related items not specifically covered under other pay items. The contract price shall be determined by the measured distance of pipe installed and accepted per linear foot.

STEEL CASING

Payment for installation of bored or open cut steel casing shall include furnishing and installing all steel pipe, spacers, end caps, excavating, compaction of backfill, disposal of excess excavated material, sheeting, shoring, bracing, dewatering, testing and related items not specifically covered under other pay items. Length shall be determined by the measured distance of casing pipe installed and accepted per linear foot.

CONNECTION ITEMS

Payment for connection items shall include installation of reducers, fittings, valve boxes, trenching, excavation, compaction of backfill, blocking, disposal of excess excavated material, sheeting, shoring bracing, dewatering, testing, flushing and related items not specifically covered under other pay items as depicted on the construction plans. Pay shall be determined per each.

GATE VALVES

Payment for installation of gate valves shall include furnishing gate valves, valve boxes, trenching, excavating, compaction of backfill, disposal of excess excavated material, sheeting, shoring, bracing, dewatering, testing, flushing and related items not specifically covered under other pay items as depicted on the construction plans. Pay shall be determined per each.

FIRE HYDRANT WITH APPURTENANCES

Payment for installation of fire hydrant with appurtenance shall include furnishing fire hydrant, gate valve, valve box, piping, trenching, excavating, compaction of backfill, blocking, disposal of excess excavated material, sheeting, shoring, bracing, dewatering, testing, flushing and related items not specifically covered under other pay items. Pay shall be determined per each to include fire hydrant, tees, gate valve, valve box, pipe and other miscellaneous items as required to provide an operational hydrant. Pay shall be determined

per each.

FIRE SUPPRESSION CONNECTION

Payment for installation of fire suppression connection with appurtenance shall include furnishing tee, gate valve, valve box, piping, disconnection from existing system, connection to new system, trenching, excavating, compaction of backfill, blocking, disposal of excess excavated material, sheeting, shoring, bracing, dewatering, testing, flushing and related items not specifically covered under other pay items. Pay shall be determined per each to include tees, gate valve, valve box, pipe and other miscellaneous items as required to provide an operational fire suppression connection. Pay shall be determined per each.

ASPHALT PAVEMENT REPAIR

Payment for asphalt repair shall include furnishing and installing asphalt pavement as specified in the plans and specifications. Item shall include material, haul, placement compaction and testing necessary to meet the plans and specifications. Payment shall be per ton.

CONCRETE PAVEMENT REPAIR

Payment for concrete pavement repair shall include furnishing and installing concrete pavement as specified in the plans and specifications. Item shall include forming, material, haul, placement compaction and testing necessary to meet the plans and specifications. Payment shall be per square yard.

CONCRETE CURB AND GUTTER

Payment for concrete curb and gutter shall include removal, grading, forming, materials, placement, compaction and testing necessary to match existing curb and gutter. Item shall be paid per linear foot.

TEMPORARY EROSION CONTROL

Payment for erosion control shall include furnishing, installing and maintaining silt fence or other erosion control measures as required by current Mississippi Department of Environmental Quality standards. Erosion control measures shall be installed and maintained as planned by the contractor or as directed by the Engineer to prevent erosion under or excess siltation within 24 hours of a rain event. The unit measurement shall be lump sum and includes any required maintenance.

GRASSING

Basis of payment shall include the vegetation schedule as noted and shall be according to the Mississippi Standard Specifications for Road and Bridge Construction, Latest Edition. The unit of measurement shall be lump sum.

MAINTENANCE OF TRAFFIC

Payment for maintenance of traffic will be lump sum. Item shall include all materials, labor and equipment to maintain traffic based on the current MUTCD or as required by

the Engineer.

MOBILIZATION

Payment for mobilization shall enable contractor to assemble materials, equipment, etc. on site to prepare for construction. The unit measurement shall be lump sum. Mobilization shall be paid 50 percent at 5 percent of construction complete and 100 percent at 25 percent of construction complete.

WATER SYSTEMS

1) GENERAL

- a) This item shall consist of furnishing all of the necessary materials, supervision, labor, tools, equipment and incidentals, and the installation of various types and sizes of water pipe and related items in accordance with the contract drawings and specifications, as stated in the Proposal.

2) APPLICABLE PUBLICATIONS

- a) The following publications form a part of these specifications and where referred to by basic designation only, are applicable to the extent indicated. The latest editions of the publications referenced shall apply to the work.

- i) AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

- A 139 Electric-Fusion (Arc) welded steel pipe (sizes 4 inch and over).

- A 252 Welded and Seamless steel pipe piles.

- C 31 Making and Curing Concrete Compressive and Flexural Strength Test Specimens in the Field.

- C 33 Concrete Aggregates

- C 39 Test for Compressive Strength of Cylindrical Concrete Specimens.

- D 2922 Density of Soil Aggregate in place by the clear Method (shallow depths).

- ii) AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

- 21.10 Gray Iron and Ductile Iron Fittings, 3 inch through 48 inch for Water and other Liquids.

- 21.11 Rubber Gasket Joints for Cast Iron and Ductile Iron Pressure Pipe and Fittings.

- 21.50 Ductile Iron Pipe, Centrifugally Cast in Metal Molds or Sand-line Molds, for Water or other Liquids.

iii) AMERICAN WATER WORKS ASSOCIATION (AWWA)

C 104 Cement-Mortar Lining for Cast Iron Pipe and Fittings for Water and Other Liquids.

C 106 Cast Iron Pipe Centrifugally Cast in Metal Molds, for water and other Liquids.

C 110 Gray Iron and Ductile Iron Fittings, 3 inch through 48 inch, for Water and Other Liquids.

C 111 Rubber Gasket Joints for Cast Iron and Ductile Iron Pressure Pipe and Fittings.

C 150 Ductile Iron Pipe, Centrifugally Cast in Metal Molds or Sand-Lined Molds, for Water or other Liquids.

iv) AMERICAN ASSOCIATION OF STATE HIGHWAY & TRANSPORTATION OFFICIALS (AASHTO)

T-88 Particle Size Analysis of Soils.

T-89 Determining the Liquid Limit of Soils.

T-90 Determining the Plastic Limit and Plasticity Index of Soils.

T-99 Moisture Density Relations of Soils Using a 5.5 lb. Rammer and 12-inch Drop.

T-191 Density of Soil In-Place by the Sand-Cone Method.

v) MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Standard Specifications for Road and Bridge Construction 1990 Edition.

3) **SUBMITTALS**

a) The following submittals shall be required for the respective materials used in the work. All submittals shall be submitted through the Contractor to the Engineer.

i) Ductile Iron Pipe: The following submittals shall be required for ductile iron pipe systems utilized on the project. The Contractor shall furnish

manufacturer's certificates certifying that the pipe and fittings conform to the requirements as specified hereinafter under Article 4.0, Materials. In addition, the submittals shall include the following:

- (1) Joints: The following shall be required for ductile iron joints.
- (2) Drawings or Manufacturer's Catalogue data indicating dimensions and tolerance.
- (3) Gaskets shall be tested in accordance with the respective standards as indicated in ANSI 21.11 and results shall be included in the submittals. Test shall be for similar materials on the gaskets and be not more than one year old.
- (4) Mechanical Joints: Should the Contractor elect to use mechanical joints in lieu of push-on joints, manufacturer's data shall be submitted in accordance with the "Special Requirements for the Mechanical Joint" as stated in ANSI 21.11 (AWWA C 111).

ii) Ductile Iron Pipe Submittal Shall Include the Results of:

- (1) Tension Test
- (2) Impact Test
- (3) Low Temperature Impact Test
Sampling procedure shall be as indicated in ANSI 21.51.

- b) PVC Pipe: The Contractor shall furnish manufacturer's certificates certifying that the pipe and fittings conform to the requirements of these specifications and appropriate construction drawings.

4) MATERIALS - WATER SYSTEM

a) Ductile Iron Pipe:

- i) Ductile iron pipe shall be designed in accordance with the latest revision of ANSI/AWWA C51/A21.51), rated working pressure of 350 psi plus a 100 psi surge allowance; a 2 to 1 safety factor on the sum of working pressure plus surge pressure in Type 3 laying condition with a depth of cover as required per plans.
- ii) Pipe shall have standard asphaltic coating on the exterior. Pipe also shall have a cement mortar lining on the interior in accordance with the latest revision of ANSI/AWWA C104/A21.4. If corrosion protection is required, polyethylene

encasement shall be installed prior to the pipes installation in accordance with ANSI/AWWA C105/A21.5-88.

- iii) All non-restrained pipe shall be furnished with push-on type joints such as "Fastite," or equal. Joints shall be in accordance with the latest revision of ANSI/AWWA C111/A21.11 and shall be furnished complete with all necessary accessories.
- iv) Where restrained joint pipe is required, "Fast Grip", "Flex-Ring", or "Field Flex-Ring" or approved equal shall be used. The length of restrained pipe shall be as tabulated or noted on the plans.
- v) Ductile iron fittings shall conform to the latest revisions of either ANSI/AWWA C110/A21.10 or ANSI/AWWA C153/A21.53. Fittings, linings, and coatings shall be as specified for the pipe above.
- vi) All pipe, fittings and accessories shall be installed and tested in accordance with the latest revision of AWWA C600. Newly installed ductile iron water mains shall be disinfected in accordance with the latest revision of AWWA C651 prior to placing in service.

b) PVC Pipe

- i) PVC pipe for this project shall be PVC, C-900, Class 200. This standard covers the installation of Pressure Class 100, 150 and 200 PVC pipe complying with AWWA Standard C-900-89. PVC pipe shall bear the National Sanitation seal for potable water.
- ii) The pipe shall be equipped with a push on joint in a single elastomeric gasketed joint. It is assembled by positioning the elastomeric gasket in the annular groove of the bell and inserting the spigot end of the pipe into the bell. The spigot end of the pipe compresses the gasket radially to form a positive seal. The gasket and annular groove are designed, sized and shaped so that the gasket will resist displacement. Care shall be taken so that only the correct elastomeric gasket, compatible with the annular groove of the bell, is used. Insertion of the elastomeric gasket in the annular groove of the bell must be in accordance with the manufacturer's recommendations.

c) Gate Valves:

- i) Where indicated on the Plans or directed by the ENGINEER, the CONTRACTOR shall furnish and install gate valves as hereinafter specified.
- ii) All gate valves shall be cast iron mechanical joint, Mueller A-2360, equivalent or better. All gate valves shall be furnished with O-ring packing and 2" square

operating nut, AWWA 200lb., for cast iron water main.

- iii) Valve boxes shall be cast iron top and bottom. Extension pieces shall be provide as required.
- iv) Payment for furnishing and installing gate valves with box shall be made at the contract unit price per valve according to type and size as listed in the proposal.
- v) All valves will be set at a perfect 90-degree angle from level pipe, (perpendicular) so as to be easily accessible through properly set valve box as per specifications above.
- vi) The CONTRACTOR shall furnish and install either a two-piece or three-piece, slip type, cast iron valve box over each gate valve. Valve boxes will be set over valve operating nut, centered so as to be easily accessible with a valve operating wrench or key. They will be set to correspond with the finished grade of street, lot, or easement. No dirt will be left in box; box will not rest directly on valve body.

d) Fittings, Valves and Hydrants, etc.

- i) All fittings, valves and valve boxes, hydrants, and other appurtenances are to be set at the points indicated on the plans, or as directed by the ENGINEER, and omission to do so shall be corrected by the CONTRACTOR without extra cost to the OWNER.
- ii) All fittings shall either be Ductile Iron Compact (ANSI/AWWA C153/A21.53) or Cast Iron (ANSI/AWWA-C110/A21-10) and shall have mechanical joint ends and mechanical joint restraints (Series 1120) and shall be incorporated in the design of the follower gland and shall include a restraining mechanism which, when actuated, imparts multiple wedging action against the pipe, increasing its resistance as the pressure increases. Flexibility of the joint shall be maintained after burial. Glands shall be manufactured of ductile iron conforming to ASTM A 536-80. Restraining devices shall be of ductile iron heat treated to a minimum hardness of 370 BHN. Dimensions of the gland shall be such that it can be used with the standardized mechanical joint bell and tee-head bolts conforming to ANSI/AWWA A21.11 and ANSI/AWWA C153/A21.53 of latest revision. Twist-off nuts shall be used to insure proper actuating of the restraining devices.
- iii) The mechanical joint restraint device shall have a working pressure of a least 250 psi with a minimum safety factor of 2:1 and shall be EBAA Iron., MEGALUG or equal.

- iv) To improve the sealing capacity, the gaskets for all mechanical joints conforming to the requirements of ANSI/AWWA C110/A21.10, C111/A21.11, or C153/A21.53 shall be of a design that causes the gasket to deflect approximately 30% during assembly of the mechanical joint. The gasket material shall conform to the requirements of ANSI/AWWA C111/A21.11, Section 1-6.4 of the latest revision. Mechanical joint gaskets shall be EBAA Iron's EBAA Seal- Improved Mechanical Joint Gasket or approved equal.
- v) Fittings (bends, tees, plus, and caps) shall be securely braced by mechanical joint restraints, as indicated on the Plans, to prevent the possibility of blowing off under pressure. And a full length of pipe shall be installed on each end of the fitting. Then cut pieces can be installed beyond the full lengths of pipe.
- vi) The prices bid furnishing and installing valves, fittings, etc., shall include compensation for furnishing mechanical joint restraints as required at beds, tees, plugs and caps. No separate or extra compensation will be allowed for any of the above specified incidental work or material.

e) Plugs and Caps

- i) Where indicated on the Plans, or as directed by the ENGINEER, the CONTRACTOR shall install plugs for anticipated future extensions by placing a branch fitting (tee or cross) in the line and plugging the unused branch or branches. In general, such plugs will be located at street intersections where present plans provided lines running in only two or three directions from the intersections and where, in the opinion of the ENGINEER, a connection may be required for future extension. Where "deadend" lines are installed, the ends of such lines shall be plugged or capped as required.
 - ii) For the various hot taps required according to the plans, and up to 12 inches, the JCM 432, stainless Tapping Sleeve shall be required. The CONTRACTOR shall furnish all materials for these various taps and the OWNER will actually make the tap.
- f) Casing Pipe: Steel pipe utilized as casing at locations shown on the Contract Drawings shall be new round piling pipe conforming to the requirements of ASTM A 252 or A 139. Casing diameter shall be adequate to allow pushing of the specified diameter of water pipe and make proper connections at the ends. Minimum Wall Thickness for steel casing is 0.375 inch.
- g) Wash Gravel Bedding Material: Select Granular material for pipe bedding shall be coarse concrete aggregate. The coarse concrete aggregate shall conform to the gradation sizing Number 467 specified in Table 2 of ASTM Standard Specification C-33. (See Following Table.)

SIZE No. 467

Nominal Size (Sieves w/Square Openings)	Percent Passing by Weight
2"	100
1-1/2"	95–100
3/4"	35–70
3/8"	10–30
No. 4	0–5

- h) Stabilization Material: Stabilization Material shall be a pit run mixture of sand and gravel. The sand shall be hard, sharp and durable particles. All gravel shall pass a 1 - 1/2" sieve.
- i) Concrete: Concrete shall be in accordance with the requirements of Technical Specifications – CONCRETE.
- j) Select Backfill
- i) General: The select material shall be composed of a natural or artificial mixture of sand, silt, clay or soil binder or other material of satisfactory cementing value. The sand shall be hard, sharp, and durable particles, preferably siliceous. The binder shall be a grade of clay or other material having satisfactory cementing qualities and shall be homogenous in character, free from vegetable matter, clay balls or other deleterious substances that cannot be classed as serviceable base material.
- ii) Gradation: Any coarse aggregate contained in the material shall pass the one and one-half (1-1/2); sieve and not more than thirty-five percent (35%) shall be retained in the Number 10 sieve. The plasticity index (P.I.) shall not exceed 12, nor shall the liquid limit exceed 30.
- iii) The composite selected sand-clay material passing the Number 10 sieve shall conform to the following minimum and maximum gradation limits:

Sieve	Percent Passing by Weight
Number 40	40–85
Number 60	30–70
Number 270	8–30
Silt (.05 to .005 mm)	03–15
Clay (Passing .005 mm)	3--15

- iv) Backfill: All other backfill shall consist of excavated material removed from the trench.

5) CONSTRUCTION

a) Earthwork

i) Site Preparation:

(1) Topsoil shall be stripped and stockpiled in accordance with Technical Specifications - Restoration of Roads, Driveways, Fences, Lawns, and other Grassed Areas.

(2) All vegetation such as brush, heavy sod, heavy growth of grass, decayed vegetative matter, rubbish and any other unsuitable material within the area of trenching shall be stripped or otherwise removed before the trenching is started, and in no case, shall such objectionable material be allowed in the trench.

(3) Stripping operation shall be to a depth of not less than 6 inches in all cases.

b) Asphalt or Concrete Removal: Before trenching operations begin, the existing asphalt or concrete pavement shall be scored or cut to a proper depth to give a straight vertical edge when removed. The asphalt or concrete shall be disposed of offsite by the Contractor. While removing the asphalt or concrete in the trench line, never shall the adjacent asphalt be raised or pulled from its base.

c) Trenching:

i) The Contractor shall determine all requirements for trench dimensions, alignment, and grades. The trench shall be excavated in conformance with all federal, state and local regulations for the protection of the workmen. Shoring, sheeting and/or a moveable form shall be used as required to provide

earth stability during the laying operations.

- ii) The final excavation of the trench for the pipe installation shall be as indicated on the Plans. Minor variations in horizontal (within the permanent easement) or vertical alignment during construction shall be made during construction (with the Engineer's approval) to facilitate ease of installation and operation (due to potential conflicts; i.e., utility conflict) at no additional cost to the Owner except for additional piping, if any. The trench from the top of the pipe down to the bottom of the bedding shall be of a consistent width as indicated on the plans. Should the excavated width of the trench be larger than the design width, the Engineer may direct that a higher type or class of bedding be used; or other adjustments be made to increase the load carrying capacity of the pipe.
- iii) The Contractor shall not excavate more trench in advance of pipe laying than is necessary to perform the work efficiently. No more than 100 feet of open trench shall be allowed unless approved by the Engineer.
- iv) Excavated material shall be placed in a manner that will not obstruct sidewalks, driveways, or other structures. Excavated material shall not be placed so as to surcharge the walls and jeopardize trench stability.

d) Disposal:

- i) The Contractor shall satisfactorily dispose of all excess earth from excavations either in approved (by the Engineer) areas within the construction limits or away from the project in disposal sites obtained by the Contractor.
- ii) The Contractor will be permitted to mound excess earth over the trench to a maximum depth of 12 inches above the original ground surface or finished grade where the trench is located in unimproved property. Wasting of excess excavated material will not be permitted within any road ROW. All material within the construction limits shall be placed so that natural drainage is maintained and the surface shall be graded to a smooth and uniform appearance. The disposal of waste and excess excavating materials, including hauling, handling, grading, and surfacing shall be subsidiary obligation of the contractor and no separate payment will be made. Therefore, the cost of such work shall be included in the Contract Unit Price for installation of water pipe.

e) Dewatering

- i) The site shall be kept free of surface water at all times. The Contractor shall install drainage ditches and dikes and shall perform all pumping and other work necessary to divert or remove rainfall and other accumulations of surface water from the excavations. The diversion and removal of surface water

performed in a manner that will prevent the accumulation of water behind temporary structures or at any other locations within the construction area where it may be detrimental. The Contractor shall provide, install, and operate sufficient trenches, sumps, pumps, hoses, piping, well points, deep wells, etc., necessary to depress and maintain the ground water level at least one foot below the base of the excavation during all stages of construction operations. The ground water table shall be lowered in advance of excavation and maintained a minimum of one foot below the lowest excavation subgrade made until the structure has sufficient strength and weight to withstand horizontal and vertical soil and water pressures.

- ii) Where groundwater is encountered, the Contractor shall make the effort necessary to secure a dry trench bottom before laying pipe. In sandy and in other suitable type soils, dewatering shall be done by well pointing. If, in the opinion of the Engineer, the Contractor has failed to obtain an absolutely dry trench bottom by insufficient use of all known methods of trench dewatering, the Engineer may order the Contractor to excavate below grade and place not less than 6 inches of graded crushed stone fill material over the trench bottom to form trench drains to suitably located sumps and to remove the water by bailing or pumping. The graded crushed stone fill material shall be placed at the Contractor's own expense and shall be of such depth that there shall be not water in bell holes at the time of coupling pipe. All costs of equipment, labor, and materials required for dewatering shall be included in the bid price.

f) Bedding

- i) The Contractor shall satisfactorily shape the trench area (to specified line, grade and cross section) to receive bedding material. The bottom of the trench shall be undisturbed soil. Should the Contractor over excavate the trench without direction from the Engineer, the trench shall be brought up to grade with select backfill and compacted to at least 90% of maximum laboratory density as measured by AASHTO T 99. Such additional work and materials for over excavation without direction of the Engineer shall be at the expense of the Contractor.
- ii) Holes for the bells shall be provided at each joint in the subgrade or in the granular fill bedding material as required. The holes shall be no larger than necessary for joint assembly and assurance that the pipe barrel will lie flat on the material. The Contractor shall install the proper bedding for the respective type of pipe and depth of installation as shown in the details and schedules on the plans. When depths vary in a particular manhole run, the Contractor shall change bedding systems in accordance with the depth installation requirements.

- iii) Stabilization Materials: When the subgrade is found to be unstable or to

include ashes, refuse, organic material, or other unsuitable material, the Engineer may direct that the subgrade be over excavated to remove such material. The depths of over excavation shall be as directed by the Engineer. Stabilization material shall be placed into the over excavated area of the trench and shall be paid for in accordance with these specifications. Stabilization shall be compacted to at least 90% of maximum laboratory density in six inch lifts.

iv) Bedding Materials

(1) As detailed in the plans, bedding material shall be placed to the specified depth below the pipe and tamped to a minimum of 90% of maximum laboratory density as determined in accordance with AASHTO T 99. Following placement of pipe, additional bedding material shall be placed and consolidated under the haunches of the pipe. Special tools shall be required to work the material into place and leave no voids beneath the pipe. The bedding material shall be tamped along the spring line (or along the top of the bedding material as indicated) of the pipe to sufficiently compact the material insofar as practical.

(2) The Engineer may direct additional moisture be added to the bedding material to aid in the compaction effort. Mechanical tampers may be employed to aid the process. depending on the particular bedding required, additional bedding shall be added and tamped to a minimum of 90% of maximum laboratory density, with AASHTO T-99.

v) Select Backfill: Select backfill shall be placed in 6 inch lifts and tamped to a minimum laboratory density with AASHTO T-99. Overall depth of the select backfill shall be as directed by the Engineer.

vi) Normal Condition Bedding: Under normal conditions the trench bottom shall be undisturbed earth shaped to the specified line, grad, and cross section with proper bell holes at each joint to ensure that pipe barrel lies flat on trench bottom. The bedding material will be selected native materials excavated from the trench and placed in two lifts. The first lift being placed up to the spring line of the pipe and extending out to the trench walls and hand tamped to a minimum of 90% of maximum laboratory density. Special care shall be used in placing and tamping bedding to insure no voids under the haunches of the pipe. The second lift shall extend to approximately 6" above pipe (Material permitting) and hand tamped to 90% density.

g) Backfilling: Upon completion of placement of select material the excavated materials shall be immediately placed back into the trench. Specific requirements are:

i) Backfill requirements for road crossings, parking lots, driveways, and

sidewalks shall be in accordance with Technical Specifications - RESTORATION of ROADS, DRIVEWAYS, FENCES, LAWNS and OTHER GRASSED AREAS.

- ii) Backfill requirements for unimproved areas (pastures, wooded areas) shall consist of placement and shaping of the soil in such a manner as to allow maximum natural consolidation. No compaction of the general backfill in the unimproved areas will be required, except that caused by conventional shaping equipment.
- iii) No debris shall be used as backfill which has a volume in excess of one-half of one cubic foot or weight excess of 75 pounds.
- h) Sheeting Removal: Wooden sheeting or other thick sheeting or shoring members which have been driven or otherwise placed along the trench walls to an elevation below the spring line of the pipe shall be cut off at the spring line or higher and left in place.
- i) Grading and Grassing: Final grading and grassing shall be in accordance with Technical Specifications, "RESTORATION of ROADS, DRIVEWAYS, FENCES, LAWNS, and OTHER GRASSED AREAS."
- j) Pipe Handling and Storage: Pipe shall be handled, staked, and stored in accordance with manufacturer's printed literature. The Contractor shall provide security as required to prevent damage by vandals. PVC pipe shall be shaded from sunlight for extended lengths of time. Pipe damaged during storage and handling shall be rejected.
- k) Pipe Laying
 - i) Each pipe shall be laid true to line and grade and in such manner as to form a close concentric joint with the adjoining pipe and to prevent sudden offsets of the flow line. As the work progresses, the interior of the water shall be cleared of all dirt and superfluous materials of every description. Where cleaning after laying is difficult because of small pipe size, a suitable swab or drag shall be kept in the pipe and pulled forward past each joint immediately after the jointing has been completed. Trenches shall be kept free of water and pipe shall not be laid when the condition of the trench or the weather is unsuitable for such work. At times when work is not in progress, open ends of pipe and fittings shall be securely and satisfactorily closed so that no trench water earth or other substance will enter the pipe or fittings.
 - ii) The water main shall maintain a minimum of 30 inches of cover at all times.

- iii) Pipe laying shall be performed in such a manner that no foreign material enters the pipe. The Engineer may require that before lowering pipe, heavy canvas bags be placed over each end, and left in place until joints are ready to be made. If water is in the trench, the seals shall remain in place until the trench is pumped completely dry. If conditions are unsuitable, no pipe shall be laid until satisfactory laying conditions are obtained in accordance with the above specified requirements.
- l) Pipe Jointing: Piping shall be jointed in accordance with the manufacturer's printed recommendations. Gaskets shall be firmly set within the bells and grooves as required. The manufacturer's recommended lubricant or an approved equal shall be applied for slip type joints.
 - i) Ductile Iron Pipe Joint Construction: The installation and jointing of ductile iron pipe shall generally conform to the applicable provisions of AWWA Standard Specifications C-600 for pipe laying.
 - ii) Where mechanical joint pipe is used, the surfaces which come in contact with the gasket shall be thoroughly brushed with a wire brush just prior to assembly. The gasket should be brushed with soapy water prior to installation to remove loose dirt and to lubricate gasket as it is forced into its retaining space.
 - iii) When tightening bolts, it is essential that the gland be brought up toward the pipe flange evenly. The bolts should be partially tightened; the bottom bolt first, then the top; next the bolts on either side; and last, the remaining bolts. Overstressing of bolts to compensate for poor installation will not be permitted. Bolt torque shall be in accordance with manufacturer's specifications.
 - iv) All joints of whatever type shall be completely water tight after being subjected to the required tests.
- m) Borings: Borings shall be accomplished in accordance with Mississippi State Highway Department Standards. The contractor shall provide all necessary sheeting, bracing, cribbing, supports and appurtenances to insure the proper line and grade throughout the entire length of the crossing.
 - i) Casing Pipe: Casing Pipe shall be installed as indicated on the Contract Drawings. Joints shall be completely welded to provide structural integrity and shall be watertight.
 - ii) Carrier Pipe: Carrier pipe may be any of the allowed options of piping. However, the piping and joints shall be capable of withstanding the stress exerted by pushing the pipe within the casing.

iii) Carrier Pipe Supports: Supports for the carrier pipe shall be as recommended by the manufacturer for such installation. Supports shall be spaced to adequately support the piping under all conditions.

iv) Casing Seal: The annulus between the casing and carrier pipe shall be sealed at each end by installing WMSON Type U end seals, as manufactured by T.D. Williamson, Inc. Tulsa, Oklahoma, or equal, in accordance with the instructions of the manufacturer of the seals.

6) SEPARATION of WATER and SEWER MAINS: The water and sewer specifications should state that the water line be constructed no less than 10 feet horizontally and 18" vertically with water line over sewer line. If those conditions cannot be met then they will be decided on a case by case basis.

7) TESTING

a) Ductile Iron Pipe

i) Field Inspection: The Engineer shall perform visual inspection of the material prior to placement by the Contractor. The Engineer may make non-destructive tests to determine the soundness of the pipe. The Contractor shall assist the Engineer in handling and moving the pipe as required.

ii) Material Test: Material test shall be conducted during the manufacturing process and the results shall be included as part of the submittals. No other material test shall be required.

b) Steel Casing Pipe Material test shall be included as part of the submittal. No other material test shall be required.

c) Compaction Tests

i) Compaction tests shall be performed in accordance with AASHTO T 191 or ASTM D 2922. Maximum compaction shall be determined in accordance with AASHTO T 99.

ii) Compaction tests for water pipe related work shall not be less than as follows:

NUMBER of COMPACTION TESTS AASHTO T-99, AASHTO T-191, or ASTM D 2922		
Stabilization Material	1	One per 100 C.Y.
Bedding material	2	One per 600 L.F.
Tamped Backfill	2	One per 600 L.F.

d) Hydrostatic Testing

i) After the pipe has been laid, all newly laid pipe or any valved section thereof shall be subjected to a hydrostatic pressure of at least 1.5 times the working pressure at the point of testing and not less than 1.25 times the working pressure along the test section, for a minimum of 2 hours.

ii) And all tests shall be in accordance with AWWA Standard C600, Section 4.

iii) Allowable leakage shall be no more than that determined by the following formula:

$$L = \frac{SD \sqrt{P}}{133,200}$$

iv) In which L is the allowable leakage in gallons per hour; S is the length of pipe tested in feet; D is the nominal diameter of the pipe, in inches; and P is the average test pressure during the leakage test in pounds per square inch.

v) These tests are to be made at the Contractor's expense and he is to provide all necessary fittings, equipment, appliances and any other necessary items to conduct the tests in a manner satisfactory to the ENGINEER. All costs incidental to conducting these tests are to be included in the prices bid for the various items of construction as no separate or extra compensation is to be allowed therefore. Record of testing is to be furnished to the OWNER.

8) CLEANING and STERILIZING

a) Before each section of work is placed in service, it shall be thoroughly flushed to remove any dirt or other foreign material from inside the lines; and the inside of the lines shall be sterilized by pumping into and through them as solution of chlorine of 50mg/l for 24 hours in such manner as to meet the requirements of the State Board of Health.

b) At least two (2) samples of chlorine free water, taken from each section shall be submitted to the State Board of Health for examination to determine if the system

is free from organisms of the Coli-Aerogenes group. If such samples are not negative from organisms of the Coli-Aerogenes group, the system shall be disinfected and re-disinfected in a manner meeting the requirements of the State Board of Health, until the system is freed of contamination.

- c) All water mains will be flushed, chlorinated and re-chlorinated until two (2) consecutive negative water samples are obtained by the Local Health Department. The samples shall be collected by the Certified Operator of the system or the Professional Engineer of the project.
- d) The CONTRACTOR shall be responsible for the conduct of all of the above defined activities, and any and all costs incident thereto shall be included in the prices bid for the various items of construction as no separate or extra compensation is to be allowed therefore.

9) WATER SERVICE

- a) Service pipe shall be $\frac{3}{4}$ " Polyethylene Plastic tubing meeting the following specifications:
 - i.) 200 PSI and complying with AWWA standards when tested by methods ASTM 1599, copper tube size (O.D.) farmable for use with standard heavy duty waterworks brass flare fittings.
 - ii.) Tubing shall comply with the standards and bear the seal of the National Sanitary Foundation.
 - iii.) All connections and fittings shall be Ford brand.

10) TRACER WIRE

a) Materials

- 1. General
 - i.) All trace wire and trace wire products shall be domestically manufactured in the U.S.A.
 - ii.) All trace wire shall have HDPE insulation intended for direct bury, color coated per APWA standard for the specific utility being marked, green for Sewer.

2. Trace wire

- i) Open Trench - Trace wire shall be #12 AWG Copper Clad Steel, High Strength with minimum 450 lb. break load, with minimum 30 mil HDPE insulation thickness.
- ii) Directional Drilling/Boring - Trace wire shall be #12 AWG Copper Clad Steel, Extra High Strength with minimum 1,150 lb. break load, with minimum 30 mil HDPE insulation thickness.
- iii) Pipe Bursting/Slip Lining - Trace wire shall be 7 x 7 Stranded Copper Clad Steel, Extreme Strength with 4,700 lb. break load, with minimum 50 mil HDPE insulation thickness.

3. Connectors

- i.) All mainline trace wires must be interconnected in intersections, at mainline tees and mainline crosses. At tees, the three wires shall be joined using a single 3-way lockable connector. At Crosses, the four wires shall be joined using a 4-way connector. Use of two 3-way connectors with a short jumper wire between them is an acceptable alternative.
- ii.) Direct bury wire connectors – shall include 3-way lockable connectors and mainline to lateral lug connectors specifically manufactured for use in underground trace wire installation. Connectors shall be dielectric silicon filled to seal out moisture and corrosion, and shall be installed in a manner so as to prevent any uninsulated wire exposure.
- iii.) Non-locking friction fit, twist on or taped connectors are prohibited.

4. Termination/Access

- i.) All trace wire termination points must utilize an approved trace wire access box (above ground access box or grade level/in-ground access box as applicable), specifically manufactured for this purpose.
- ii.) All grade level/in-ground access boxes shall be appropriately identified with "water" cast into the cap and be color coded.
- iii.) A minimum of 2 ft. of excess/slack wire is required in all trace wire access boxes after meeting final elevation.
- iv.) All trace wire access boxes must include a manually interruptible conductive/connective link between the terminal(s) for the trace wire connection and the terminal for the grounding anode wire connection.
- v.) Grounding anode wire shall be connected to the identified (or bottom) terminal on all access boxes.
- vi.) Service Laterals - Trace wire must terminate at an approved grade level/inground trace wire access box, located at the edge of the road right-of-way, and out of the roadway.
- vii.) Hydrants - Trace wire must terminate at an approved above-ground trace wire access box, properly affixed to the hydrant grade flange. (affixing with tape or plastic ties shall not be acceptable)
- viii.) Long-runs, in excess of 500 linear feet without service laterals or hydrants - Trace wire access must be provided utilizing an approved grade level/in-ground trace wire access box, located at the edge of the road right-of-way, and out of the roadway. The grade level/in-ground trace wire access box shall be delineated using a minimum 48" polyethylene marker post, color coded per APWA standard for the specific utility being marked.

5. Grounding

- i.) Trace wire must be properly grounded at all dead ends/stubs
- ii.) Grounding of trace wire shall be achieved by use of a drive-in magnesium grounding anode rod with a minimum of 20ft of #12 red HDPE insulated copper clad steel wire connected to anode (minimum 1.5 lb.) specifically manufactured for this purpose, and buried at the same elevation as the utility.
- iii.) When grounding the trace wire at dead ends/stubs, the grounding anode shall be installed in a direction 180 degrees opposite of the trace wire, at the maximum possible distance.
- iv.) When grounding the trace wire in areas where the trace wire is continuous and neither the mainline trace wire or the grounding anode wire will be terminated at/above grade, install grounding anode directly beneath and in-line with the trace wire. Do not coil excess wire from grounding anode. In this installation method, the grounding anode wire shall be trimmed to an appropriate length before connecting to trace wire with a mainline to lateral lug connector.
- v.) Where the anode wire will be connected to a trace wire access box, a minimum of 2 ft. of excess/slack wire is required after meeting final elevation.

b. Installation

1. General

- i.) Trace wire installation shall be performed in such a manner that allows proper access for connection of line tracing equipment, proper locating of wire without loss or deterioration of low frequency (512Hz) signal for distances in excess of 1,000 linear feet, and without distortion of signal caused by multiple wires being installed in close proximity to one another.
- ii.) Trace wire systems must be installed as a single continuous wire, except where using approved connectors. No looping or coiling of wire is allowed.
- iii.) Any damage occurring during installation of the trace wire must be immediately repaired by removing the damaged wire, and installing a new section of wire with approved connectors. Taping and/or spray coating shall not be allowed.
- iv.) Trace wire shall be installed at the bottom half of the pipe and secured (taped/tied) at 5' intervals.

- v.) Trace wire must be properly grounded as specified.
- vi.) Trace wire on all service laterals/stubs must terminate at an approved trace wire access box located directly above the utility, at the edge of the road right-of-way, but out of the roadway. (See Trace wire Termination/Access)
- vii.) At all mainline dead-ends, trace wire shall go to ground using an approved connection to a drive-in magnesium grounding anode rod, buried at the same depth as the trace wire. (See Grounding)
- viii.) Mainline trace wire shall not be connected to existing conductive pipes. Treat as a mainline dead-end, ground using an approved waterproof connection to a grounding anode buried at the same depth as the trace wire.
- ix.) All service lateral trace wires shall be a single wire, connected to the mainline trace wire using a mainline to lateral lug connector, installed without cutting/splicing the mainline trace wire.
- x.) In occurrences where an existing trace wire is encountered on an existing utility that is being extended or tied into, the new trace wire and existing trace wire shall be connected using approved splice connectors, and shall be properly grounded at the splice location as specified.

2. Water System

- i.) A mainline trace wire must be installed, with all service lateral trace wires properly connected to the mainline trace wire, to ensure full tracing/locating capabilities from a single connection point.
- ii.) Lay mainline trace wire continuously, by-passing around the outside of valves and fittings on the North or East side.
- iii.) Trace wire on all water service laterals must terminate at an approved trace wire access box color coded blue and located directly above the service lateral at the edge of road right of way.
- iv.) Above-ground tracer wire access boxes will be installed on all fire hydrants.
- v.) All conductive and non-conductive service lines shall include tracer wire.

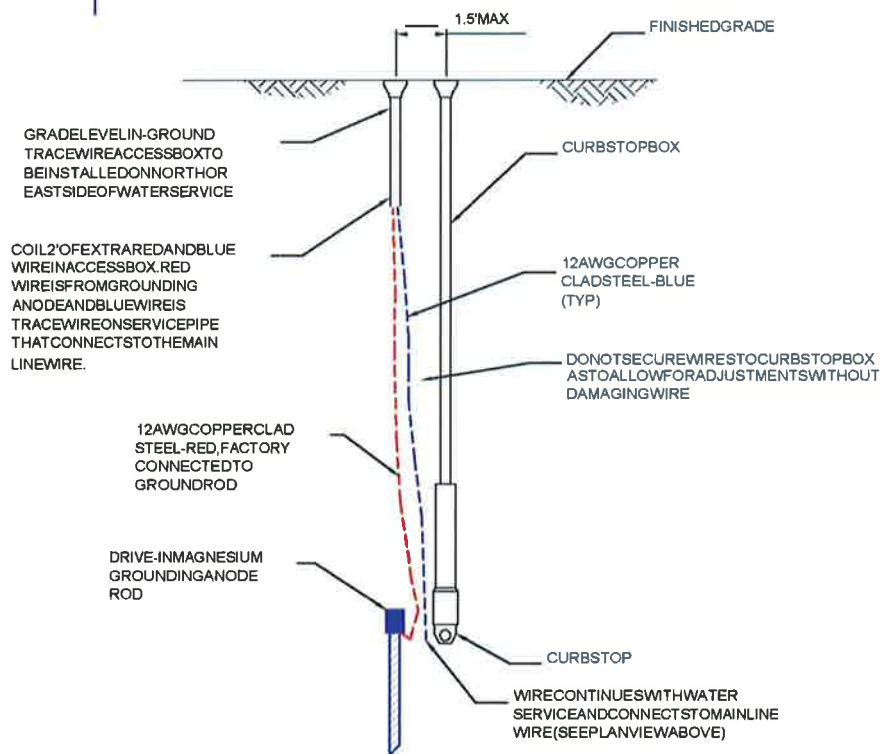
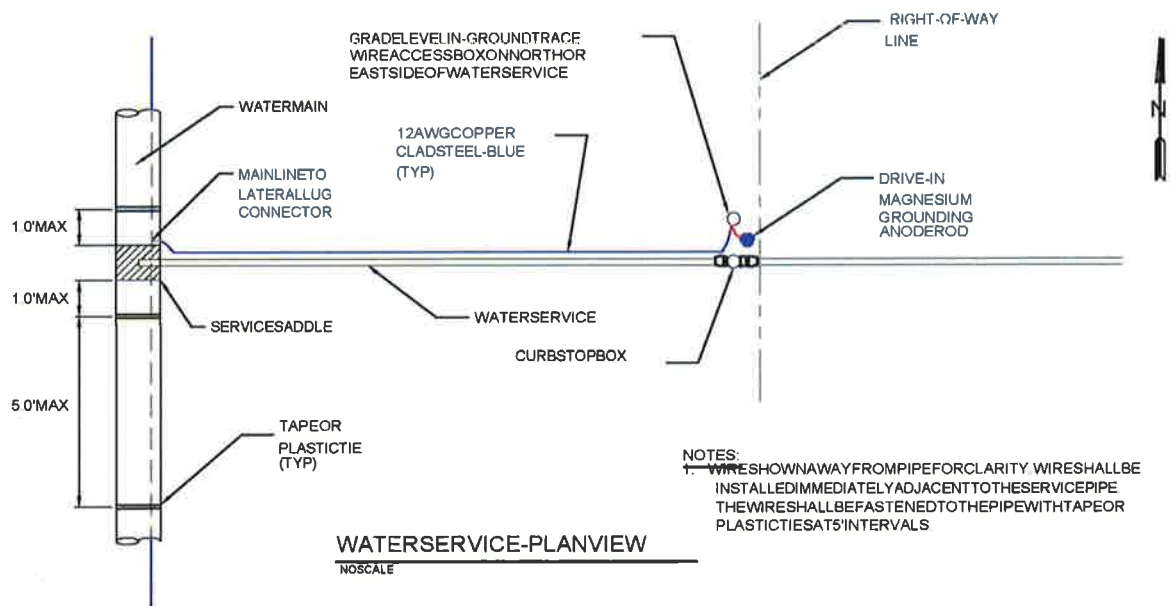
c. Prohibited Products and Methods

- 1. The following products and methods shall not be allowed or acceptable
 - i.) Uninsulated trace wire

- ii.) Trace wire insulations other than HDPE
- iii.) Trace wires not domestically manufactured
- iv.) Non locking, friction fit, twist on or taped connectors
- v.) Brass or copper ground rods
- vi.) Wire connections utilizing taping or spray-on waterproofing
- vii.) Looped wire or continuous wire installations, that has multiple wires laid side-by-side or in close proximity to one another
- viii.) Trace wire wrapped around the corresponding utility
- ix.) Brass fittings with trace wire connection lugs
- x.) Wire terminations within the roadway, i.e. in valve boxes, cleanouts, manholes, etc.
- xi.) Connecting trace wire to existing conductive utilities

d. Testing

1. All new trace wire installations shall be located using typical low frequency (512Hz) line tracing equipment, witnessed by the contractor, engineer and facility owner as applicable, prior to acceptance of ownership.
2. This verification shall be performed upon completion of rough grading and again prior to final acceptance of the project.
3. Continuity testing in lieu of actual line tracing shall not be accepted.





**RESTORATION of ROADS, DRIVEWAYS, FENCES, LAWNS, and OTHER
GRASSED AREAS**

- 1) **GENERAL:** The work under this item of work shall consist of furnishing all necessary materials, labor, supervision, tools, equipment and incidentals for the restoration of roads, driveways, fences, lawns and other grassed areas so as to provide satisfactory repair to all damage caused by general construction work. It is the intent of these Specifications to restore all such features to the general conditions that existed prior to construction activity insofar as practical. It is not the intention of this Specification that trees, which must be cut and removed, be restored. The Contractor is expected to be familiar with the overall area and be satisfied as to the materials required and level of effort needed to accomplish such restoration in accordance with this Specification.

- 2) **APPLICABLE PUBLICATIONS:** The following publications form a part of this specification and where referred to by basic designation only, are applicable to the extent indicated. The latest editions of the publications referenced shall apply to the work:
 - a) **AMERICAN ASSOCIATION of STATE HIGHWAY and TRANSPORTATION OFFICIALS (AASHTO):**
 - i) T 99 The Moisture Density Relations of Soils Using a 5.5lb. (2.5 kg) Rammer and a 12-inch (305 mm) Drop
 - ii) T 167 Compressive Strength of Bituminous Mixture
 - iii) T 191 Density of Soil In-Place by the Sand-Cone Method
 - iv) T 230 Determining Degree of Pavement Compaction of Bituminous Aggregate Mixtures
 - b) **AMERICAN SOCIETY for TESTING and MATERIALS (ASTM)**
 - i) D 2922 Density of Soil and Soil Aggregate in Place by the Nuclear Method (shallow depths)
 - c) **MISSISSIPPI DEPARTMENT of TRANSPORTATION (MDOT)**
 - i) Standard Specifications for Road and Bridge Construction, 2004 Edition
 - ii) Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD)

3) **SUBMITTALS:** Mix Designs: Design mix will be provided by Contractor and approved by Engineer prior to production of asphalt.

4) **MATERIALS**

a) 4.1 Subbase and Base Courses: Subbase and base courses under paved areas shall be as specified in MSHD Specification, Section 300.

b) 4.2 Prime Coat: Prime coat shall consist of Grade MC-30 or Grade MS-70 in accordance with the applicable requirements of MDOT Specification Section 408.

c) Bituminous Pavement: Bituminous Pavement for roadway and parking areas, wearing and binder courses shall consist of a mix in accordance with MDOT Specifications Section 403.

d) Materials shall conform to the following subsection of MDOT, Specifications Sections 702 and 703.

i) Bituminous Materials (AC-20) 702.01

ii) Aggregate

iii) BC-1 Binder Course

iv) SC-1 for Surface Course

v) Filler 703.14

vi) Topsoil: Topsoil shall be in accordance with Technical Specifications - SEEDING and SODDING.

vii) Seeding and Sodding: Seeding and sodding operations shall be in accordance with Technical Specifications - "SEEDING and SODDING."

5) **CONSTRUCTION**

a) Maintenance of Traffic

i) Prior to limiting or restricting traffic on any street or road, the Contractor shall obtain permission from the City of Hattiesburg. Through or local traffic shall at all times be accommodated by the use of temporary approaches, crossings or detours (if allowed by the City of Hattiesburg). Satisfactory (to the Property Owner) ingress and egress to any public or private property shall be properly maintained. Proper barricades, signs and

detour signs shall be provided by the Contractor to adequately warn motorists of obstructions ahead. Lighted (flashing) barricades shall be used at night.

- ii) Flagmen shall be provided to direct traffic around equipment and for one way movement of traffic around equipment and for one way movement of vehicles. The Contractor may have to stop construction and restore full traffic during certain rush hours.
- iii) The Contractor shall at all times (unless otherwise permitted in writing by the City of Hattiesburg) maintain open one lane to traffic during construction operations and restore roadways to two-way traffic during non-construction hours.

b) Repair of Asphalt; Concrete Streets; Driveways; Parking Lots

i) Removal and Earthwork:

(1) The existing asphalt pavement shall be uniformly saw cut on straight lines and the material shall be removed. Other methods of cutting the existing asphalt surface which will result in a uniform straightedge similar to a sawed cut may be acceptable. Upon completion of the pipe laying, select backfill shall be placed in the excavation in maximum 8-inch lifts and compacted to at least 90% of maximum laboratory density to within one foot of the top subgrade and to 95% of maximum laboratory density in the upper one foot of the subgrade.

(2) Maximum density of typical select backfill material shall be determined in accordance with AASHTO T 191 or ASTM D 2922. Portable mechanical tampers or vibratory compactors shall be used in the trenches. Rollers may be used at street level. Existing base and asphalt surfaces which become undermined during construction shall be removed until firm undisturbed subgrade is reached.

c) Asphaltic Base: Asphaltic base shall be constructed in accordance with MSHD Specification, Section 300.

- i) Prime Coat: Prime coat shall be applied to exposed existing base material prior to overlay with asphaltic base course in accordance with MSHD Specification, Section 408.
- ii) Tack Coat: Tack coat shall be applied to existing or new asphaltic wearing course and asphaltic base, or concrete which is to require asphalt wearing course.

- iii) Asphalt Wearing Course: Placement and compaction of the bituminous pavement shall be in accordance with MSHD Specification Section 403.03.
 - iv) Utilities: All utility covers excavated during removal of streets, driveways, parking lots shall be restored to finished grade.
- d) Driveways and Sidewalks:
- i) Driveways and sidewalks shall be repaired in similar manner to the original construction. Asphalt drives shall be saw cut where required and repaired in accordance with Paragraph 6(b) of this Specification. Concrete drives shall be saw cut or removed to the next joint. The minimum thickness for concrete driveway repair is 6 inches and for sidewalks is four (4) inches.
 - ii) Concrete surfaces shall be properly tooled and receive a broom finish. Installation (if required) of new driveway drainage culvert shall be made only at the direction of the Engineer. The Contractor shall take all reasonable precautions to allow for reuse of existing drainage culverts.
- e) Repair to Gravel Roads: Gravel roads shall be backfilled and compacted in accordance with Paragraph 6(b) of this Specification. The final surface shall consist of 12-inch in-place compacted clay gravel. Compaction shall be to 100% of maximum laboratory density in accordance with AASHTOT 99.
- f) Repair to Lawns:
- i) General: The Contractor shall exercise extreme care to minimize damage to improved lawns. Trees and shrubs within the limits of work shall be removed only for essential construction requirements. Any shrubs, which are removed or damaged, shall be replaced by satisfactory (to the Property Owner) planting by the contractor. Any grass seed areas, roads, streets, driveways, culverts, fences, water lines, metal boxes or other items (excluding trees unavoidably cut) which are damaged by the Contractor, shall be satisfactorily restored by Contractor. Acceptance of improved lawn repairs shall be based on the firm establishment of live stand of grasses and live growth of any replanted and acceptable shrubs. The Contractor shall water and fertilize such areas until healthy growth of grass (and shrubs, if applicable) are attained
 - ii) Grading: The surface areas shall receive finish grading so the finish topsoil surface (after settlement) will meet the existing contour grade of the area prior to construction. The natural drainage during and after construction shall not be altered so as to cause adverse effects to adjoining properties.
 - iii) Topsoil: The Contractor shall strip topsoil and sod and stockpile for later

use. Upon completion of trenching over the area. Additional topsoil shall be furnished if required (at no additional cost) to provide a uniform thickness of 3 inches. Lime at a rate of 1 - 1/2 tons per acre and fertilizer (13-13-13) at a rate of 800 pounds per acre shall be applied as needed to further establish grass growth.

iv) Grassing: Grass seed, sprigs, or sod similar to the existing lawn grasses shall be planted in accordance with the supplier's recommendations. Winter cover grasses such as rye grass shall be applied (in addition to planting the permanent grasses) if seeding, sprigging, or sodding is done at a time of year when the permanent grasses will not actively grow. The type(s) of permanent grasses shall be the same as the grass(es) in the damaged lawns. If the lawn repairs are accomplished between September 1 and March 1, the Contractor shall continue the restoration work during the next period of March 15 and April 5 and mow the grass and continue the restoration until satisfactory growth of the permanent grass (es) is obtained. Such additional restoration work shall include the 1 - 1/2 tons of lime per acre, application of 13-13-13 fertilizer at a rate of 800 pounds per acre and replanting and watering permanent grass as necessary to obtain satisfactory (to Engineer) growth. No time will be charged against the Contract Time for any such additional restoration work.

v) Sodding: Sodding shall be in accordance with Technical Specifications - SEEDING and SODDING.

q) Erosion Control:

i) During all phases of construction, the Contractor shall adequately protect all work from adverse erosion. Soil shall not be allowed to flow off the limits of work area. The Contractor shall employ the use of ditch checks, matting, temporary grass cover, blankets, or other measures to control erosion. The Contractor shall be responsible to correct damage caused by erosion.

ii) During the construction of this project, all work areas will be strictly monitored. All trench lines will be kept in excellent condition, all streets and drives will receive careful maintenance, keeping potholes and settled areas filled in. Dust control is essential and will also be strictly monitored.

h) General Grassing of Unimproved Areas

i) General: The Contractor shall seed and establish grass growth in all disturbed areas in unimproved areas (to include pastures and roadsides). Acceptance of the grass cover shall be based upon the firm establishment of a live stand of grass. The contractor shall water such grass if natural rainfall fails to adequately provide moisture. On slope and

other areas subject to erosion, grassing shall be accomplished as soon as practical (within 48 hours unless weather is prohibiting) after finish grading operations.

- ii) Grading: The surface area shall receive finish grading so the finish topsoil surface (after settlement) will meet the existing contour grade of the area prior to construction. The natural drainage during and after construction shall not be altered so as to cause adverse effects to adjoining properties.
- iii) Topsoil: The Contractor shall remove existing topsoil and stockpile for later use. Upon completion of backfilling (to establish contours as before construction), the topsoil shall be uniformly spread back over the area. The Engineer may require additional topsoil be furnished by the Contractor, if in the opinion of the Engineer, adequate provisions and efforts were not made by the Contractor to stockpile and re-use existing topsoil material.
- iv) Fertilizer and Agricultural Limestone: The Contractor shall uniformly apply 800 lbs. per acre of 13-13-13 fertilizer and also apply two (2) tons per acre of agricultural limestone to the area to be seeded. The fertilizer and limestone shall be tilled into the soil to a depth of four (4) inches.
- v) Seeding: Seed shall be uniformly sown in accordance with Technical Specification - SEEDING and SODDING.
- vi) Sodding: Sod shall be place in accordance with Technical Specification - SEEDING and SODDING.
- i) Mulch Cover: Erosion prone areas such as steep slopes and highway shoulders shall receive a layer of loose straw mulch or equivalent at the rate of one and one-half (1-1/2) tons per acre. The mulch cover shall be established by the application of emulsified asphalt or by "crimping" parts of the material into the soil.
- j) Miscellaneous Items: Items such as fences, gates, headwalls, paved ditches, and other items shall be replaced or repaired as required for restoration. Should additional fencing material be required, new post and new wire of similar size, type and gauge shall be provided and installed.
- k) General Care: Reasonable care shall be taken during construction to avoid damage to vegetation. Ornamental shrubbery and tree branches shall be temporarily tied back, where appropriate, to minimize damage. Trees, which do not have to be removed in the opinion of the Engineer, and which receive damage to branches shall be trimmed of those branches to improve the appearance of the tree. Tree trunks receiving damage from equipment shall be

treated with a tree dressing.

6) TESTING

- a) General: All sampling and testing shall be accomplished by the testing laboratory approved by the Owner and employed by the Contractor to perform such services. Results shall be immediately forwarded to the Engineer by the Contractor.
- b) Earthwork: Earthwork directly involved with road and street repair shall be tested as follows:
 - i) Moisture Density Relationship (Standard Proctors): Two tests of sampled native material shall be required.
 - ii) Tests shall be in accordance with AASHTO T 99.
 - iii) Field Density: A minimum of two and a maximum of four field density tests shall be required. Density tests shall be in accordance with AASHTO T 191 or ASTM D 2922
 - iv) Topsoil: Two pH tests and two organic content tests (wet combustion method) will be required.

SEEDING and SODDING

- 1) **DESCRIPTION:** This item consists of furnishing all labor, supervision, materials, tools, incidentals and equipment and performing all work for top soiling, tilling, fertilizing, seeding, watering, and otherwise establishing, protecting and maintaining seeded and sodded areas as required by the Contract Drawings and these specifications, and including repair, re-fertilizing and reseeding as required until final inspection and acceptance of the project.
- 2) **SUBMITTALS:** Certificates for fertilizer, limestone, seed.
- 3) **MATERIALS**
 - a) **Topsoil:** Topsoil shall be the surface layer of soil that is stockpiled by the Contractor during stripping and/or excavation on the site. The topsoil shall be free of subsoil, clay, lumps, stones, brush or seed. Topsoil shall have a pH value of not less than 4.5 or more than 8.0.
 - b) **Lime:** Lime shall be ground limestone containing not less than 80% of total carbonates and shall be ground to such fineness that 80% will pass through a No. 10 mesh sieve and 40% will pass through a No. 40 mesh sieve.
 - c) **Fertilizer:** Fertilizer shall be water soluble commercial carriers of available plant food elements or combinations thereof, as stated herein and shall conform to the applicable state fertilizer laws. They shall be uniform in composition, dry, and free flowing materials in condition for application by suitable equipment. The fertilizer shall be delivered in standard bags or other convenient standard containers, each fully labeled with manufacturer's guaranteed analysis. Any fertilizer shall contain not less than the percentages by weight of the ingredients set out as follows: (1) Nitrogen, 13% (2) Phosphorous P O, 13%, (3) Potash K C, 13%. Invoices for fertilizer will show the kind and have analysis furnished.
 - d) **Seed:** Seeds with a minimum pure live seed content of 90% shall be used. They shall be of the best grade and of known vitality, purity, and germination and shall be delivered in containers bearing seed tags as required by law showing percentages of germination content and purity of seed as well as percentages of weed seed content.
 - i) All seeds shall be free of wild onion, Canadian thistle, Johnson grass, crab grass or other seeds of noxious weeds. All seeds shall be furnished in standard containers, or as acceptable to the Engineer. Seed which has become wet, moldy or otherwise damaged in transit or storage will not be acceptable.

Purity, Germination, and Planting Schedule			
Spring and Summer Seeding (March 1 to September 1)			
Name	Percent Purity	Percent Germination	Mix (dry wt. lbs.) per Acre
Hulled Bermuda	95	90	20
Pensacola Bahia	95	90	30
TOTAL			50
Fall and Winter Seeding (September 1 to March 1)			
Name	Percent Purity	Percent Germination	Mix (dry wt. lbs.) per Acre
Unhulled Bermuda	95	90	20
Pensacola Bahia	95	90	30
Rye	95	85	15
Crimson Clover	95	85	8
TOTAL			73

- ii) Seeding in Existing Lawns: Grass seeds for existing lawns shall be the same as the existing grass.
- c) Leguminous Inoculants: Inoculation media containing live nitrogen-fixing bacteria shall be supplied with all legume seed. The inoculants shall be standard, pure culture of nitrogen-fixing bacteria. Each kind of legume will require cultural bacteria that are adapted to that particular kind of seed. The bacteria shall be supplied in convenient containers seed. The bacteria shall be supplied inconvenient containers of a proper size to treat the amount of seed to be planted. The legume seeds shall be treated according to the directions, and before the expiration date for use of the media shown on the container.
- i) Soil for Repairs: for fills or areas to be repaired, soil shall be topsoil of a least equal quality to that which exists in areas adjacent to the area to be repaired.
- f) Water: Water shall be free from oil, acid, alkali, salt, and other substances harmful to growth of grass, and shall be from a source accepted prior to use.
- g) Solid Sod: Bermuda or Carpet Grass and shall be native to the locality of the work and shall, when placed be live, fresh, growing grass with at least two and one-half (2-1/2) inches of soil adhering firmly to the roots. The sod shall be reasonably free from obnoxious weeds or other grasses, and shall not contain

any matter deleterious to its growth; or which might affect its subsistence or hardness when transplanted. The sod shall be in blocks at least 3"x 8", and free from ragged edges.

4) INSPECTION AND TESTS

- a) Fertilizer and Limestones: Duplicate copies of material invoices shall be furnished to the Engineer. Invoices shall show quantities and grade of fertilizer, quantity of limestone, percentages of calcium carbonate and magnesium carbonate, as applicable, and the percentages of limestone that pass the No. 40 and the No. 10 mesh sieves. Samples of each lot of fertilizer and limestone shall be furnished for testing. Upon completion of project a final check of total quantities of fertilizer and limestone used will be made against total area treated, and if minimum rates of application have not been met, additional quantities of these materials to make up minimum application specified shall be distributed.
- b) Seed: Contractor shall furnish to the Engineer duplicate signed copies of statement(s) from vendor(s), certifying that each container of seed delivered is labeled in accordance with Federal Seed Act and is at least equal to requirements specified therein. This certification shall be obtained from vendor and shall be furnished before application.

5) PREPARATION of GROUND SURFACE

- a) General: Equipment, in good operating condition, shall be used for the proper preparation of the ground and for handling and placing all materials. Equipment shall be acceptable before work is started.
- b) Top soiling: Topsoil shall be obtained from job site stockpiles formed during stripping and/or excavation operations and shall be free from subsoil, clay lumps, stones, brush, grasses or weeds, excess acids or alkali, or any other material to subsequent, smooth, grading, planting, and maintenance operations.
- c) Grading: Previously established grades shall be maintained on the areas to be treated in a true and even condition; necessary repairs shall be made to previously graded areas by means of graders or other approved equipment.
- d) Tillage: After the areas required to be treated have been brought to the grades shown, the soil shall be tilled to a depth of at least 4 inches by plowing, disking, harrowing, or other acceptable operations until the condition of the soil is acceptable. The work shall be performed only during period when beneficial results are likely to be obtained. When drought, excessive moisture, or other unsatisfactory conditions prevail, the work shall be stopped when directed. Undulations or irregularities in the surface shall be leveled before the next

specified operation.

6) APPLICATION of FERTILIZER and LIMESTONE

- a) Pre-planting fertilization of areas to be seeded: Fertilizer shall be distributed uniformly at a rate of 800 pounds per acre over areas to be seeded and shall be mixed into the soil to a depth of at least 4 inches by disking, harrowing, or other acceptable methods. Application of fertilizer may be part of the operation specified in Section 5.4: TILLAGE of these specifications.
- b) Liming: Immediately following or simultaneously with incorporation of fertilizer, limestone shall be distributed uniformly at a rate of 4000 pounds per acre, and shall be mixed into the soil to a depth of at least 4 inches by disking, harrowing, or other acceptable methods. Application of limestone along with fertilizer may be part of the operation specified in Section 5.4: TILLAGE of these specifications.
- c) Leveling: Surface irregularities resulting from tillage, fertilizing, liming, or other operations shall be leveled before seeding.
- d) Post-planting fertilization: From 40 to 60 days after seeding, ammonium nitrate or its nitrogen equivalent shall be applied uniformly at a rate of 225 pounds per acre over areas seeded. Fertilizer shall be applied when grass blades are dry to minimize burning. The planted area shall be watered to thoroughly moisten the upper 6 inches of the soil surface after the fertilizer is applied.

7) PLANTING SEED

- a) General: A satisfactory method of sowing shall be employed; using approved mechanical power-drawn drills or seeders, or other approved methods. When drills are used, markers or other means shall be provided to ensure that the successive seeded strips will overlap or be separated by a space no greater than 6 inches. When delays in operations extend the work beyond the most favorable planting season for species designated or when conditions are such by reason of drought, high winds, excessive moisture, or other factors that satisfactory results are not likely to be obtained, work shall be halted as directed and resumed only when conditions are favorable or when approved alternate or corrective measure and procedures have been effected. If inspection during or after seeding operations indicates that strips wider than 6 inches have been left unplanted or other areas skipped, additional seed shall be sown.
- b) Broadcast Seeding: Seeding shall be broadcast either by hand or with acceptable seeding equipment, in combination with fertilizer, or with other acceptable sowing equipment. Seed shall be distributed uniformly over designated areas. Half of the seed shall be sown with sower moving at right

angles to first sowing. Seed shall be covered to an average depth of 1/4 inches by brush harrow, spiketooth harrow, chain harrow, cultipacker, hand rake with wood tines, or another approved device. Seed shall not be broadcast during windy weather.

- c) Drill Seeding: Drill seeding shall be accomplished with approved equipment with drills set not more than 6 inches apart. Seed shall be sown uniformly over designated areas to average depth of 1/4 inch.
 - d) Sodding: All solid sod shall be procured areas where the soil is fertile and contains a high percentage of loamy topsoil, and from areas that have been grazed or mowed sufficiently to form a dense turf.
 - e) Mechanical devices, such as sod cutter, may be used for cutting the sod into strips or blocks. Care shall be exercised at all times to retain the native soil on the roots of the sod during the process of excavating, hauling and planting.
 - f) The solid sod blocks shall be transplanted within 24 hours from the time of cutting, unless they are stacked at their destination in a manner satisfactory to the Engineer. All solid sod in stacks shall be kept moist and protected from exposure to the air and sun, and from freezing. In no event shall more than two (2) days elapse between the cutting and planting of the solid sod.
 - g) Solid sod shall be planted during the period between March 1st and December 15th, unless written permission is given by the Engineer to extend the planting season. The solid sod shall be placed on the prepared surface with the edges in close contact. All cracks between blocks of solid sod shall be closed with small pieces of fresh sod and all cracks too small for sod shall be filled by a light dressing of topsoil. The entire sodded area shall then be compacted and watered to the satisfaction of the Engineer. Rollers, hand tamps or other approved equipment may be used for compacting.
 - h) Surfaces of solid sodding which, in the opinion of the Engineer, may slide due to the height and slope of the surface or nature of the soil, shall, upon direction of the Engineer, be "pegged" with wooden pegs driven through the sod blocks into firm earth, sufficiently close to hold the sod in place.
- 8) MAINTENANCE: Seeded areas shall be maintained until all work or designated portions thereof have been completed and accepted. Tall grass and weeds that tend to impede the desired grass species shall be mowed, and any damage resulting from these operations shall be repaired at the Contractor's expense.

9) ESTABLISHMENT of GROWTH

- a) General: The Contractor shall be responsible for proper care of seeded areas

while grass is becoming established for three (3) months after completion of treatment on the entire project, unless desired cover is established in a shorter period of time and the Owner shortens responsibility period. The Contractor shall be responsible for providing a satisfactory stand of grass. A satisfactory stand of grass is determined as a cover of living grass in which gaps larger than 12 inches square do not occur as determined by an acceptance inspection made at the end of the maintenance period. Maintenance work shall be performed at the Contractor's expense.

- b) **Mowing:** Seeded and sodded areas shall be mowed with acceptable mowing equipment to a height of about 4 inches when average height of grass becomes about 8 inches. When amount of cut grass is heavy, grass shall be removed to prevent destruction of underlying turf. If weeds or other undesirable vegetation threatens to impede the growth of planted species, such vegetation shall be mowed, or in case of excessive growth, shall be uprooted, raked and removed from area.
- c) **Re-fertilizing:** The Contractor will determine areas needing re-fertilization at least 15 days before application is required. Fertilization shall be distributed on designated area during periods when grass is dry. 13-13-13 grade fertilizer shall be applied uniformly at a rate of 800 pounds per acre. Fertilizer conforming to physical condition, packaging and marking as specified hereinbefore shall be provided.
- d) **Reseeding:** The Contractor will determine areas requiring reseeding at least 15 days before period specified for reseeding. Seed specified hereinbefore shall be drilled at rates hereinbefore specified, in a manner that will cause minimum disturbance to existing stand of grass, and at an angle of not less than 15 degrees from direction of previously seeded rows.

FIRE HYDRANT

- 1) **GENERAL:** Fire hydrants shall comply in all respects with AWWA Standard C-502, latest revision. Fire hydrants shall be of the compression type, with the main valve opening against the pressure and closing with the pressure. The main valve opening shall be 5 1/4" in diameter. Fire Hydrant shall be of a dry barrel, dry top design. The nozzle section shall consist of two (2) hose nozzles and one (1) pumper nozzle or other as specified.
- 2) **RATING:** Fire hydrants shall be rated at 250 psi water working pressure, tested at 500 pounds hydrostatic for structural soundness in the following manner: 500-pound hydrostatic test supplied from the inlet side, first with the main valve closed for the testing of the valve seat: second, with the main valve open for testing of the drain valves and the hydrant barrel. Testing to be complete in accordance with AWWA C-502 and ULFM requirements.
- 3) **END CONFIGURATION:** Hydrants shall be connected to the main by a 6" fusion bonded, epoxy coated mechanical joint shoe. Mechanical joint shoes shall be fitted with strapping lugs.
- 4) **DESIGN**
 - a) The main valve seat of the hydrant shall be made of rubber and be supported by a one-piece bronze top plate / drain valve mechanism. Drain valves shall be faced with rubber. The bottom stem threads of the main valve rod shall be fitted with an epoxy coated, cast iron bottom plate, sealing lower rod threads from the water.
 - b) Changes in size or shape of the waterway (hydrant nozzles) shall be accomplished by means of easy curves. Exclusive of the main valve opening, the net area of the waterway of the barrel and the foot piece at the smallest part shall not be less than 120% of that of the net opening of the main valve.
 - c) Hose and pumper nozzles shall be threaded and screwed into the nozzle section and then mechanically locked to prevent turning.
 - d) Hose and pumper caps shall be chained to the hydrant
 - e) The hydrant shall be so designed that when it is in place, no excavation will be required to remove the main valve and movable parts of the drain valve. Further, the hydrant shall be of the type that can be extended without excavating.
 - f) Hydrants shall be so designed that, in the event of accident, or breaking of the hydrant above or near grade level; the main valve will remain closed.
 - g) The main valve rod shall be made in two parts and fitted with breakable coupling at

the ground line flange.

- h) The ground line connection between nozzle section and the barrel shall incorporate the use of a traffic flange. This connection shall be so designed that the nozzle section can be rotated in any increment of 360°. The ground line connection between the barrel and nozzle sections shall have a rubber o-ring gasket to provide a seal.
- i) The operating threads of the hydrant shall be so designed as to avoid the working of any iron or steel parts against either iron or steel. The operating stem and operating nut threads shall be square or acme type.
- j) The operating thread shall be lubricated at factory with food grade grease. Access shall be provided to field lubricate the operating mechanism.
- k) The operating thread shall be sealed from water at all times when the valve is either in the opened or closed position. The operating rod shall be bronze sheathed where it passes through the double "O" ring seal in the bonnet.
- l) The bonnet shall be weather proof and utilize a weather shield integral with the external wrench operating nut.
- m) The operating nut shall be made of bronze with a self-lubricating design.
- n) Hydrants shall be of the dry barrel type and the hydrant shoe shall have two positive acting non-corrosive drain valves that shall drain the hydrant completely by opening when the main valve is closed, and close tightly in accordance with AWWA C-502 requirements when main valve is open.
- o) The main valve assembly shall be seated in the hydrant with a bronze-to-bronze interface to facilitate removal of the main valve, should maintenance be required. The nozzle section shall consist of two-2 1/2" hose nozzles to the specified thread designation (NST) and one pumper nozzle 4 1/2" in diameter to the specified thread designation (NST), or other combination of nozzle outlets, including independent hose gate valves, as shown on the plans.
- p) Two O-ring seals shall be utilized where the main hydrant rod passes through the 1 piece bonnet.
- q) Hydrant standpipe shall be ductile iron and single piece for all bury depths.
- r) All like parts of hydrants of the same size and model produced by the same manufacturer shall be interchangeable.
- s) Hydrant shall open by turning to the left. The direction of opening is to be

permanently marked on the hydrant bonnet.

- t) Threads on hose and steamer nozzles shall be National Standard unless otherwise specified.
- u) Size and shape of operating nuts cap nuts shall conform to National Standard unless otherwise specified.
- v) Bury shall be a minimum of three (3) feet measuring depth from grade line to bottom of trench or connecting pipe.
- w) Auxiliary shut-off (isolation) gate valves, when required, shall be of the same manufacture as the hydrant.

5) COATING

- a) The inside of all hydrants shall be coated in accordance with AWWA standards except for bronze and threaded machined surfaces. Exterior on hydrant nozzle section shall be painted Fire Hydrant Red (or other as shown on the plans).
- b) Hydrant shoes shall have an interior and exterior thermosetting epoxy coating of 5 to 6 mils meeting AWWA C550.

6) MARKINGS: Hydrant shall be marked with the name of the manufacturer, size of valve opening, direction of opening and the year of manufacture all in accordance with the AWWA C-502.

SOURCE: Hydrants shall be M&H Model 129, Mueller Super Centurion 250, or the American Flow Control.

**AFFIDAVIT OF PUBLICATION
HATTIESBURG AMERICAN**

TO: SHOWS, DEARMAN, & WAITS, INC.
301 2ND AVE
HATTIESBURG, MS 39401
Acct# TCL-H13707

Ad Number: 0002126283

**THE STATE OF MISSISSIPPI
FORREST COUNTY**

PERSONALLY appeared before me, the undersigned notary public in and for the City of Hattiesburg, Forrest County, Alicia Collins, an authorized clerk of the Hattiesburg American, a newspaper as defined and prescribed in Sections 13-3-31 and 13-3-32, of the Mississippi Code of 1972, as amended, who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

Was published in said newspaper in the issue(s) of:

05/10/17, 05/17/17

Size: 341 words / 1 col. x 56 lines
Published: 2 time(s)

Now due on said account is \$82.04

Signed Alicia Collins
Authorized Clerk of the Hattiesburg American

SWORN to and subscribed before me on 05/17/2017.

Frances L. Mack
Notary Public
Frances Mack

Notary Public State of Mississippi at Large.

(SEAL)



ADVERTISEMENT FOR BIDS

NOTICE is hereby given that the City Clerk of the City of Hattiesburg, Mississippi, will receive sealed bids until 10:00 a.m. on June 15, 2017 in the City Clerk's Office in the City Hall at 200 Forrest Street of said City for furnishing the City's requirements for the following:

COMPREHENSIVE WATER IMPROVEMENTS
- PHASE V

Plans, Specifications and proposal forms may be obtained from Shows, Dearman & Waits, Inc., 301 Second Avenue, Hattiesburg, Mississippi, 39401, upon deposit of \$150.00, non-refundable. All bids must be accompanied by bid security equal to 5% of the amount of the bid, in the form of a certified check, cashier's check or a bid bond written by a company properly licensed in Mississippi.

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

BID:

COMPREHENSIVE WATER IMPROVEMENTS
- PHASE V
HATTIESBURG, MISSISSIPPI

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

PUBLISHED by Order of the Council on the 2nd day of May A.D., 2017.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Kermas Eaton, City Clerk

City of Hattiesburg
Return PROOF to City Clerk's Office
PO Box 1898
Hattiesburg, MS 39403-1898
5/10, 5/17

0002126283-01



Engineering Progress

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

COMPREHENSIVE WATER IMPROVEMENTS - PHASE V

FOR THE

**CITY OF HATTIESBURG
FORREST COUNTY
MISSISSIPPI**

APRIL 2017



PREPARED BY:

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

ADDENDUM No. 1
to the
CONTRACT DOCUMENTS and SPECIFICATIONS
for the
COMSWIP WATER IMPROVEMENTS - PHASE V I-59 CROSSING HIGHWAY 49 NORTH
WESTOVER AND LINCOLN
CITY of HATTIESBURG

The following attached modifications are to be made to the specifications and contract documents for the above captioned project:

CHANGE No. 1 - Plan Sheets No. 6, 7, 8, 9, 10 and 12 should be replaced with the attached Plan Sheets.

CHANGE No. 2 - The Contractor shall submit an Erosion Control Bond in the amount of \$50,000 to the Mississippi Department of Transportation (MDOT) before proceeding with construction. This Bond will cover all three (3) permit sites submitted to the MDOT (Form Attached).

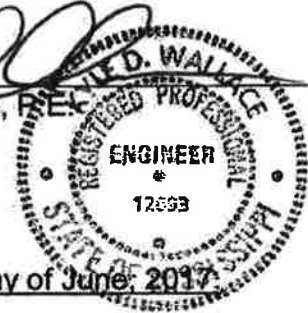
CHANGE No. 3 - Omitted Item Number following Item No. 6 in the proposal for Site No. 1 shall be labeled as Item No. 6A.

CHANGE No. 4 - HDPE Pipe shall be supplied via Ductile Iron Pipe Size (DIPS)

SHOWS, DEARMAN & WAITS, INC.

CITY OF HATTIESBURG

by:


Kyle Wallace, P.E.


by:


Kermas Eaton, City Clerk

Dated this 12th day of June, 2017

The receipt of this Addendum shall be indicated by signature on the line below.
A signed copy of the Addendum shall accompany the Bid Proposal.

Contractor: C. B. Developers, Inc.

Signature: 

Title: Project Manager

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
PERFORMANCE BOND

_____ COMPANY

STATE OF MISSISSIPPI

COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS: That we, the _____ of
_____ as Principal, and _____ Company, as surety are held and
firmly bound in solido to the Mississippi Transportation Commission, hereinafter "Commission", Jackson, Mississippi, in the full sum
of _____ (\$ 50,000) lawful money of the United States of America for payment of which
we bind ourselves, in solido, and our respective successors, assigns, executors and administrators.

The condition of this obligation is such that whereas the said _____,
hereinafter called the Principal, has applied to the Commission for a permit to construct _____
_____ along or across
the right of way of Highway No. _____ in _____ County, Mississippi, and

WHEREAS, the said Principal has agreed to construct the above described work in accordance with certain regulations as
shown on Permit No. _____ Dated _____ and to repair any damage that occurs to the highway right of way and
drainage facilities, as required by the permit:

NOW, THEREFORE, if the said Principal faithfully complies with the terms of said permit then, upon release by the
Executive Director of the Mississippi Department of Transportation, hereinafter "Department", this obligation shall be null and void;
otherwise the same shall remain in full force and effect until the terms of the permit are met and released by the Executive Director of
the Department.

If the performance bond expires before the permit work is complete, the Applicant and Principal agrees to furnish the
Department with written documentation that the performance bond has been extended to cover the remaining time required to
satisfactorily complete the work under the approved permit.

SIGNED, SEALED AND DELIVERED this _____ day of _____, 20 _____

_____ PRINCIPAL.

COUNTERSIGNED

BY _____

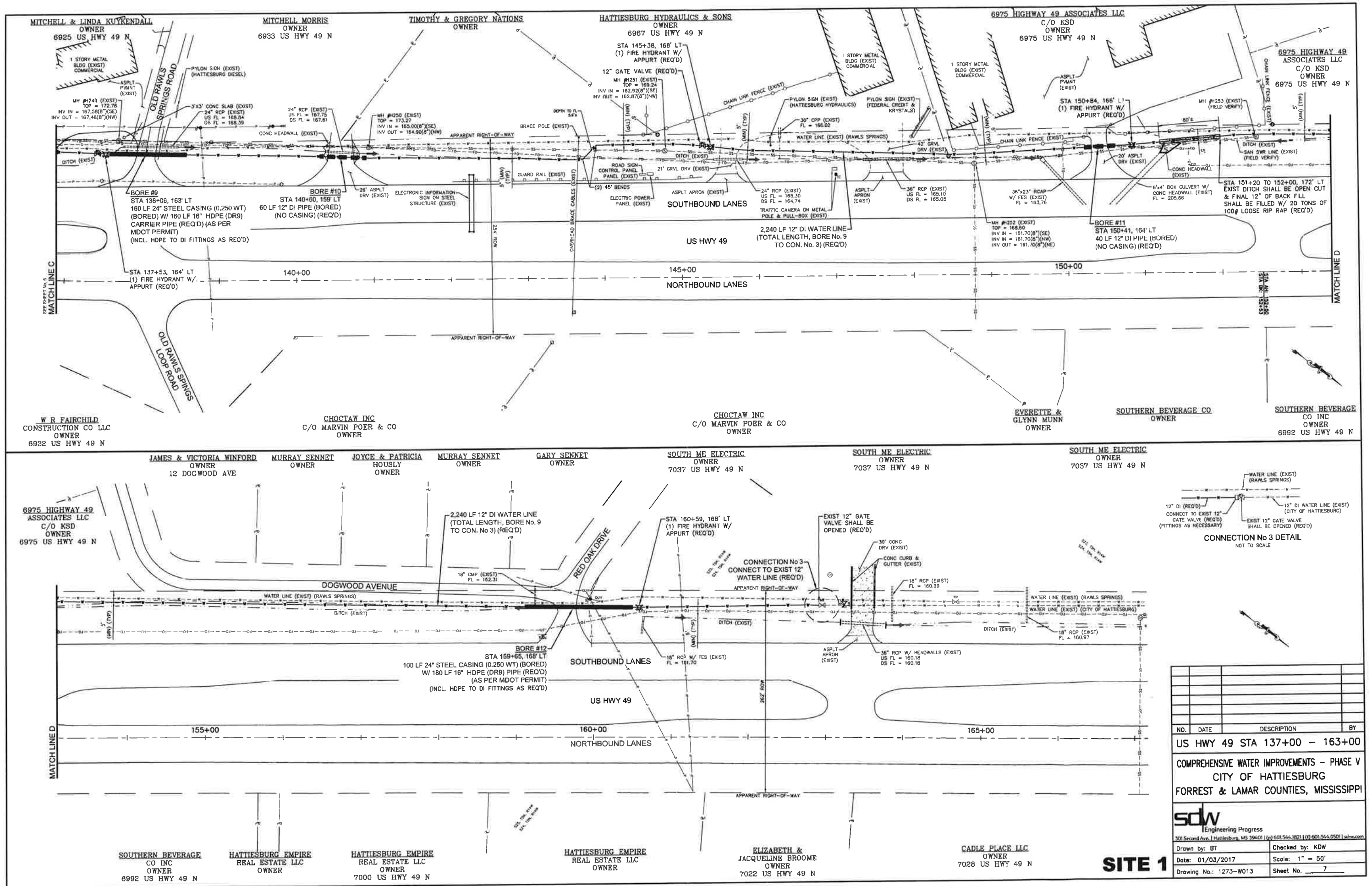
BY _____

_____ COMPANY.

ADDRESS _____

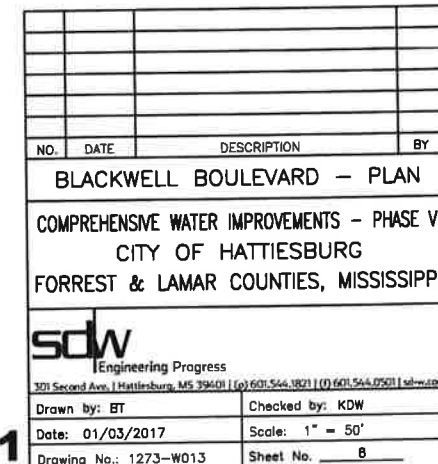
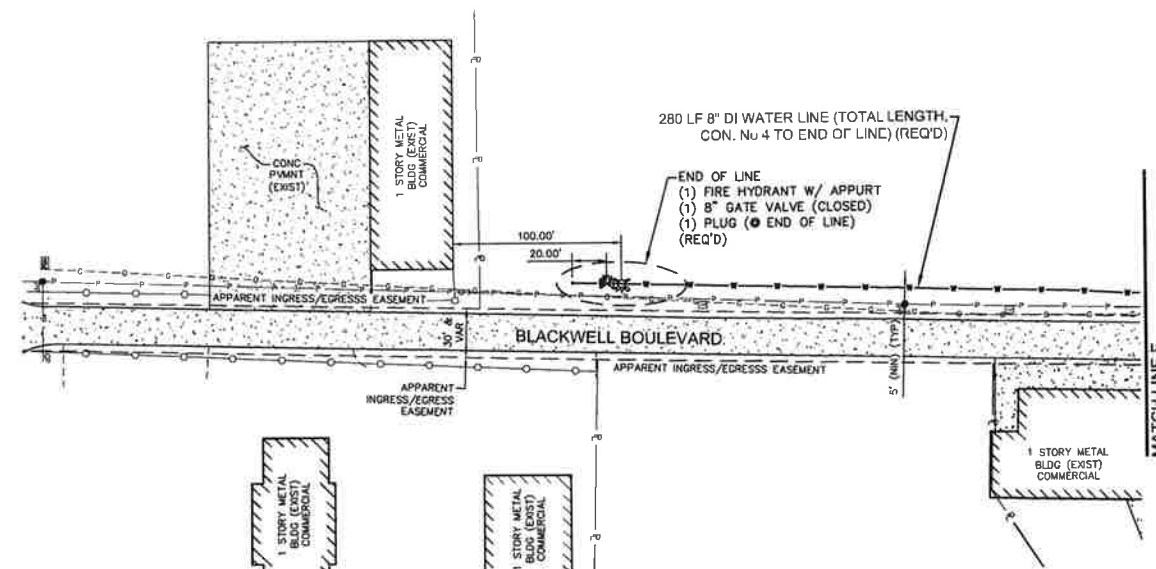
BY _____

ADDRESS _____



NO.	DATE	DESCRIPTION	BY
1	01/03/2017	US HWY 49 STA 137+00 - 163+00	BT
2	01/03/2017	COMPREHENSIVE WATER IMPROVEMENTS - PHASE V	KDW
3	01/03/2017	CITY OF HATTIESBURG	KDW
4	01/03/2017	FORREST & LAMAR COUNTIES, MISSISSIPPI	KDW
5	01/03/2017	Engineering Progress	KDW
6	01/03/2017	301 Second Ave., Hattiesburg, MS 39401 (601) 544-3821 (601) 544-0501 sdw.com	KDW
7	01/03/2017	Drawn by: BT	KDW
8	01/03/2017	Date: 01/03/2017	KDW
9	01/03/2017	Scale: 1" = 50'	KDW
10	01/03/2017	Drawing No.: 1273-W013	KDW
11	01/03/2017	Sheet No.: 7	KDW

SITE 1





Engineering Progress

**SPECIFICATIONS AND CONTRACT DOCUMENTS
FOR
COMPREHENSIVE WATER IMPROVEMENTS - PHASE V**

**FOR THE
CITY OF HATTIESBURG
FORREST COUNTY
MISSISSIPPI**

APRIL 2017

**PREPARED BY:
SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS**

INDEX

ADVERTISEMENTS FOR BIDS.....	1
INFORMATION FOR BIDDERS.....	2-4
PROPOSAL FORM.....	5-12
BID BOND.....	13-14
CONTRACT AGREEMENT.....	15-17
PAYMENT & PERFORMANCE BOND.....	18-19
NOTICE OF AWARD.....	20
NOTICE TO PROCEED.....	21
GENERAL CONDITIONS.....	22-59
MEASUREMENT AND PAYMENT.....	60-62
TECHNICAL SPECIFICATIONS:	
Water Systems.....	63-85
Restoration of Roads, Driveways, Fences, Lawns & Other Grassed Areas.....	86-92
Seeding and Sodding.....	93-98
Fire Hydrant.....	99-101



ADVERTISEMENT FOR BIDS

NOTICE is hereby given that the City Clerk of the City of Hattiesburg, Mississippi, will receive sealed bids until 10:00 a.m. on June 15, 2017 in the City Clerk's Office in the City Hall at 200 Forrest Street of said City for furnishing the City's requirements for the following:

COMPREHENSIVE WATER IMPROVEMENTS - PHASE V

Plans, Specifications and proposal forms may be obtained from Shows, Dearman & Waits, Inc., 301 Second Avenue, Hattiesburg, Mississippi, 39401, upon deposit of \$150.00, non-refundable. All bids must be accompanied by bid security equal to 5% of the amount of the bid, in the form of a certified check, cashier's check or a bid bond written by a company properly licensed in Mississippi.

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

BID:

COMPREHENSIVE WATER IMPROVEMENTS - PHASE V HATTIESBURG, MISSISSIPPI

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

PUBLISHED by Order of the Council on the ____ day of _____ A.D., 2017.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Kermas Eaton, City Clerk

Publish on May 10, 2017 and May 17, 2017
City of Hattiesburg
Return PROOF to City Clerk's Office
PO Box 1898
Hattiesburg, MS 39403-1898

INFORMATION FOR BIDDERS

BIDS will be received by the CITY OF HATTIESBURG, MISSISSIPPI herein called the "OWNER", at City Hall until 10:00 a.m. on June 15, 2017, and then at said office publicly opened and read aloud.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A conditional or qualified BID will not be accepted.

Award will be made to the lowest responsible BIDDER.

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

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

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

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

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

PROPOSAL FORM

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

Note: All materials and components shall be a product of the U.S.A.

Site 1 - US Hwy 49 N & Blackwell Blvd					
Item	Description	Unit	Quantity	Unit Price	Amount
Water Pipe Items					
1	8" Class 350 Ductile Iron Water Pipe (Open Cut)	LF.	1,240	21.61	26796.40
2	8" Class 350 Ductile Iron Water Pipe (Bored) (No Casing)	LF	160	43.45	6952.00
3	12" Class 350 Ductile Iron Water Pipe (Open Cut)	LF	4,390	31.38	137758.20
4	12" Class 350 Ductile Iron Water Pipe (Bored) (No Casing)	LF	380	67.39	25608.20
5	16" HDPE (DR9) (Open Cut) (Incl. Adapter Fittings)	LF	60	113.22	6793.20
6	16" HDPE (DR9) (Bored) (No Casing) (Incl. Adapter Fittings)	LF	860	124.87	107388.20
7	22" HDPE (DR 13.5) Casing (Bored)	LF	260	148.77	38680.20
8	24" Steel Casing, 0.375" WT (Open Cut)	LF	40	85.80	3432.00
9	24" Steel Casing, 0.250" WT (Bored)	LF	400	160.72	64288.00
10	10" HDPE (DR 9) (Bored) (No Casing) (Incl. Adapter Fittings)	LF	180	63.10	11358.00
Connection Items					
10	Connection: Proposed 12" Water Line to Existing 12" Water Line (Straight)	Each	2	1381.44	2762.88
11	Connection: Proposed 8" Ductile Iron Water Line to Proposed 12" HDPE Water Line (Stainless Steel Tapping Sleeve & Other Fittings)		1	2915.08	2915.08
12	Connection: Proposed 8" Water Line to Proposed 8" Water Line	Each	1	1416.56	1416.56

	(Tee)					
		Valve and Hydrant Items	Unit	Quantity	Unit Price	Amount
13	8" Gate Valve		Each	6	1204.39	7226.34
14	12" Gate Valve		Each	4	2119.85	8479.40
15	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)		Each	10	3907.84	39078.40
		Miscellaneous Construction Items				
16	Concrete Pavement Repair (All Depths)		SY	15	58.54	878.10
17	Loose Rip Rap, Size 100		Ton	20	60.88	1217.60
18	Temporary Erosion Control		Lump Sum	1	585.36	585.36
19	Grassing		Lump Sum	1	3512.14	3512.14
20	Mobilization		Lump Sum	1	11707.13	11707.13
21	Maintenance of Traffic		Lump Sum	1	9951.06	9951.06
					Subtotal (Site 1):	518,784.45

Site 8~10 - Commerce Drive, I-59 and Thornhill Drive

Item	Description	Unit	Quantity	Unit Price	Amount
Water Pipe Items					
1	6" Class 350 Ductile Iron Water Pipe (Open Cut)	LF	60	21.59	1295.40
2	8" Class 350 Ductile Iron Water Pipe (Open Cut)	LF	50	22.37	1118.50
3	12" Class 350 Ductile Iron Water Pipe (Open Cut)	LF	2,990	33.75	100912.50
4	16" HDPE (DR9) (Open Cut) (Incl. Adapter Fittings)	LF	380	75.79	28800.20
5	24" Steel Casing, 0.250" WT (Bored)	LF	340	160.38	54529.20
Connection Items					
6	Connection: Proposed 12" Water Line to Existing 12" Water Line (Hot Tap)	Each	2	3459.46	6918.92
7	Connection: Proposed 12" Water Line to Proposed 6" Water Line (Tee)	Each	1	1459.88	1459.88
8	Connection: Proposed 6" Water Line to Existing 6" Water Line (Hot Tap)	Each	1	3768.53	3768.53
9	Connection: Proposed 12" Water Line to Proposed 8" Water Line (Tee)	Each	1	1503.20	1503.20
10	Connection: Proposed 8" Water Line to Existing 8" Water Line (Hot Tap)	Each	1	4179.45	4179.45
11	Connection: Proposed 12" Water Line to Existing 8" Water Line (Hot Tap)	Each	1	3378.68	3378.68
Valve and Hydrant Items					
12	12" Gate Valve	Each	4	2120.16	8480.64
13	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	Each	6	3896.88	23381.28

	Miscellaneous Construction Items						
14	Asphalt Pavement Repair (All Depths)	SY	54	101.85		5499.90	
15	Concrete Pavement Repair (All Depths)	SY	85	58.54		4975.90	
16	Concrete Curb & Gutter Repair (All Types)	LF	125	40.97		5121.25	
	Concrete Sidewalk Repair (All Depths)	SY	5	40.97		204.85	
17	Temporary Erosion Control	Lump Sum	1	585.36		585.36	
18	Grassing	Lump Sum	1	3512.14		3512.14	
19	Mobilization	Lump Sum	1	8194.99		8194.99	
20	Maintenance of Traffic	Lump Sum	1	5853.57		5853.57	
			Subtotal (Site 8~10):			273674.34	

Site 11 - US Hwy 98 @ Westover Drive

Item	Description	Unit	Quantity	Unit Price	Amount
Water Pipe Items					
1	12" Class 350 Ductile Iron Water Pipe (Open Cut)	LF	80	62.11	4968.80
2	16" HDPE (DR9) (Bored) (Incl. Adapter Fittings)	LF	180	126.91	22843.80
3	24" Steel Casing, 0.250" WT (Bored)	LF	160	160.59	25694.40
Connection Items					
4	Connection: Proposed 12" Water Line to Existing 8" Water Line (Straight Reducer)	Each	1	1654.22	1654.22
5	Connection: Proposed 12" Water Line to Existing 12" Water Line (Hot Tap)	Each	1	3459.46	3459.46
Valve and Hydrant Items					
6	12" Gate Valve	Each	2	2120.16	4240.32
Miscellaneous Construction Items					
7	Temporary Erosion Control	Lump Sum	1	585.36	585.36
8	Grassing	Lump Sum	1	585.36	585.36
9	Mobilization	Lump Sum	1	585.36	585.36
10	Maintenance of Traffic	Lump Sum	1	585.36	585.36
Subtotal (Site 11):					65202.44

Site 12 - Lincoln Road and Oak Grove Road

Item	Description	Unit	Quantity	Unit Price	Amount
Water Pipe Items					
1	8" Class 350 Ductile Iron Water Pipe (Open Cut)	LF	1,520	21.14	32132.80
2	8" Class 350 Ductile Iron Water Pipe (Bored) (No Casing)	LF	540	43.45	23463.00
3	12" Class 350 Ductile Iron Water Pipe (Open Cut)	LF	2,472	34.88	86223.36
4	12" Class 350 Ductile Iron Water Pipe (Bored) (No Casing)	LF	350	67.39	23586.50
5	10" HDPE (DR9) (Bored) (No Casing) (Incl. Adapter Fittings)	LF	240	68.42	16420.80
6	16" HDPE (DR9) (Bored) (No Casing) (Incl. Adapter Fittings)	LF	150	159.67	23950.50
Connection Items					
7	Connection: Proposed 8" Water Line to Proposed 12" Water Line (Straight)	Each	1	1667.10	1667.10
8	Connection: Proposed 12" Water Line to Existing 12" Water Line (Straight)	Each	1	2243.09	2243.09
9	Connection: Proposed 12" X 12" X 12" (Tee)	Each	1	2234.89	2234.89
Valve and Hydrant Items					
10	8" Gate Valve	Each	3	1204.66	3613.98
11	12" Gate Valve	Each	6	2120.16	12720.96
12	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant. Brass Tag, Pipe, & other fittings)	Each	10	3790.77	37907.70
Miscellaneous Construction Items					
13	Temporary Erosion Control	Lump Sum	1	4682.85	4682.85
14	Grassing	Lump Sum	1	3512.14	3512.14
15	Mobilization	Lump Sum	1	5853.57	5853.57
16	Maintenance of Traffic	Lump Sum	1	5853.57	5853.57
				Subtotal (Site 12):	
					286066.81

Comprehensive Water Improvements – Phase V

Site 1: US Hwy 49 N & Blackwell Blvd	Subtotal (Site 1):	518 784.45
Site 8~10: Commerce Drive, 1-59 and Thornhill Drive	Subtotal (Site 8~10):	273 674.34
Site 11: US Hwy 98 @ Westover Drive	Subtotal (Site 11):	65202.44
Site 12: Lincoln Road and Oak Grove Road	Subtotal (Site 12):	286 066.81
	Project Total:	1,143,728.04

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

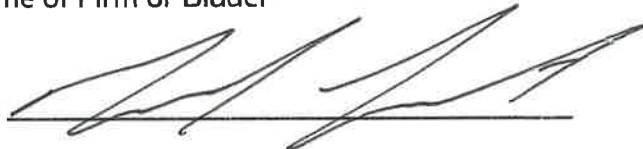
If within thirty (30) days of the scheduled closing time for receipt of bids, this Proposal is accepted, the undersigned will execute a formal contract within ten (10) days after official notification thereof, will deliver a surety bond for the faithful performance of this contract, and will complete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

Respectfully Submitted,

C.B. Developers, Inc.

Name of Firm or Bidder

By:



1716 Evelyn Gandy Pkwy
Address

Hattiesburg, MS 39401
City, State

BID BOND

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

Signed, this _____ day of _____, 20_____.

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

COMPREHENSIVE WATER IMPROVEMENTS - PHASE V HATTIESBURG, MISSISSIPPI

NOW, THEREFORE,

(a) If said BID shall be rejected, or

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

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

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

____ (L.S.)
PRINCIPAL

SURETY

BY: _____

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

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, C.B. Developers, Inc.
as Principal, and Arch Insurance Company
as Surety, are hereby held and firmly bound unto
City of Hattiesburg as Owner, in the penal sum
of Five Percent of Amount Bid DOLLARS
(5%) for the payment of which, well and truly to be made, we
hereby jointly and severally bind ourselves, successors and assigns. Signed, this
15th day of June, 2017. The condition of the above obligation is
such that whereas the Principal has submitted to City of Hattiesburg
a certain BID, attached hereto and hereby made a part hereof to enter
into a contract in writing for the Comprehensive Water Improvements - Phase V

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID.

Then this obligation, shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

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

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

C.B. Developers, Inc.

By: _____

(Principal)

(L.S.)

Arch Insurance Company

(Surety)

By: _____

Stephen Wesley Price, Jr.

Attorney-in-Fact

Resident MS Agent/Bottrell Insurance

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.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Mortgage, Note, Loan, Letter of Credit, Bank Deposit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Stephen Wesley Price, Jr.

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations.

Surety Bond Number: Bid Bond

Principal: C.B. Developers, Inc.

Obligee: City of Hattiesburg

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

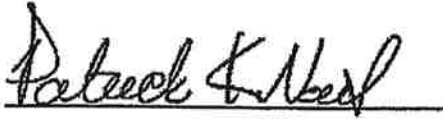
This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

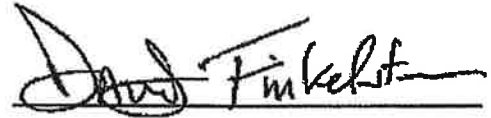
In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 15th day of June, 2017.

Attested and Certified

Arch Insurance Company



Patrick K. Nails, Secretary

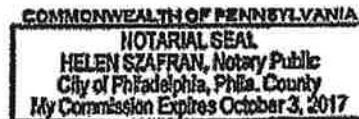
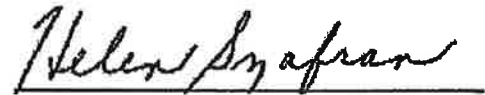



David M. Finkelstein, Executive Vice President

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

I, Helen Szafran, a Notary Public, do hereby certify that Patrick K. Nails and David M. Finkelstein personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

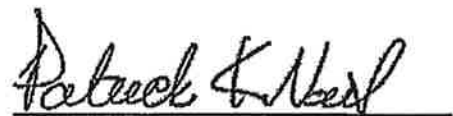



Helen Szafran, Notary Public
My commission expires 10/03/2017

CERTIFICATION

I, Patrick K. Nails, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated June 15, 2017 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said David M. Finkelstein, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 15th day of June, 2017.



Patrick K. Nails, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102



C. B. DEVELOPERS, INC.
938 OLD RIFLE RANGE RD.
PETAL, MS 39465

Ph. 601-582-1600

Ph. 601-583-0005

Fax 601-583-0009

Cbmbreland@cs.com

STATE OF MISSISSIPPI
FORREST COUNTY

RESOLUTION

BE IT RESOLVED THAT Mack Lister IS HEREBY AUTHORIZED, EMPOWERED AND DIRECTED TO EXECUTE FOR AND ON BEHALF OF C.B. Developers, Inc., a corporation, any and all bid and job specific documents including but not limited to price sheets, change orders, certification, addendum, contracts, agreements, and official letters.

C. B. DEVELOPERS, INC.



BY: SHERRY BRELAND
TITLE: PRESIDENT

C. B. DEVELOPERS, INC.



BY: CLIFF BRELAND
TITLE: VICE-PRESIDENT

I, Cliff Breland, as secretary of C. B. DEVELOPERS, INC. DO HEREBY CERTIFY THAT THE ABOVE RESOLUTION WAS DULY PROPOSED, ADOPTED, AND RESOLVED, DURING A SPECIAL MEETING OF C. B. DEVELOPERS, INC., A CORPORATION, ON THIS THE 18TH DAY OF June, 2012.


SECRETARY

CONTRACT AGREEMENT

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

ARTICLE 1: SCOPE OF WORK

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

COMPREHENSIVE WATER IMPROVEMENTS PHASE - V

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

ARTICLE 2: THE CONTRACT SUM

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

ARTICLE 3: TIME OF COMPLETION

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

ARTICLE 4: PROGRESS PAYMENTS

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

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

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

ARTICLE 5: ACCEPTANCE AND FINAL PAYMENT

Upon receipt of written notice that the work is ready for final acceptance and inspection, the Engineer shall promptly make such inspection, and when he finds the work acceptable under the contract, and the contract fully performed, he shall promptly issue a final certificate, over his own signature, stating that the work provided for in this Contract has been completed and is accepted by him under the terms and conditions thereof. Then, the entire balance shall be due the Contractor within sixty (60) days the date of said final acceptance.

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

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

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

ARTICLE 6: THE PERFORMANCE BOND

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

ARTICLE 7: INSURANCE

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

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

OWNERS:

SEAL

City of Hattiesburg

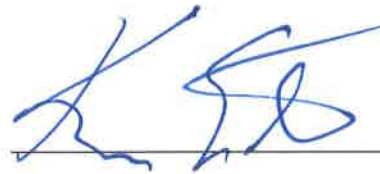
BY



Title

Mayor

ATTEST

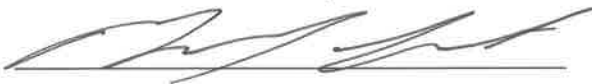


CONTRACTOR:

SEAL

C.B. Developers, INC.

BY



Title

PROJECT MANAGER

ATTEST



PAYMENT AND PERFORMANCE BOND

C.B. Developers, Inc.

KNOW ALL MEN BY THESE PRESENTS: THAT WE, the Undersigned (hereinafter called the Principal), a corporation, partnership or individual duly unauthorized by law to do business as a construction contractor in the State of Mississippi, and Arch Insurance Company of (herein called the Surety), a corporation duly authorized to do a surety business under the laws of the State of Mississippi, are held and firmly bound unto City of Hattiesburg, (hereinafter called the Obligee), a Municipality existing under the laws of the State of Mississippi, in the penal sum of Dollars (\$1,143,728.04) lawful money of the United States, for the payment of which well and truly to be made, the said Principal and the said Surety do hereby bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, by these presents, as follows:

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

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

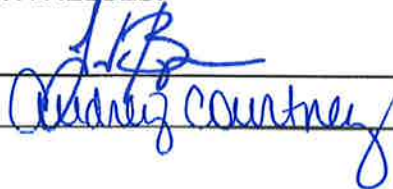
PROVIDED FURTHER, that the said surety for value received hereby stipulates and agrees that no charge, extension of time, alteration or addition to the terms of the Contract, or the work to be performed hereunder, or the Specifications accompanying the same, shall in any way affect its obligation on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

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

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

(SEAL)

WITNESSES:



Christine Courtney

C.B. Developers, Inc.

PRINCIPAL

1716 Evelyn Gandy Parkway, Hattiesburg, MS 39401

ADDRESS



Name of person executing for Principal

Project Manager
TITLE

Arch Insurance Company

SURETY

Harborside 3, 210 Hudson Street, Suite 300

Jersey City, NJ 07311-1107

ADDRESS

WITNESSES:



Peggy Jackson


Wes Price

Attorney-in-Fact/Resident MS Agent

TITLE



Name of person executing for Surety

Brody Eric Buckley
Bottrell Insurance
P.O. Box 1490
Jackson, MS 39215-1490

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON BLUE BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Mortgage, Note, Loan, Letter of Credit, Bank Deposit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Amanda Jean Charfauros, Brody Eric Buckley, Jason S. Hollis, Jerry G. Veazey, Jr., Jim A. Armstrong, Peggy L. Jackson, Stephen Wesley Price, Jr. and Trina Cobb of Jackson, MS (EACH)

its true and lawful Attorney(s) in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

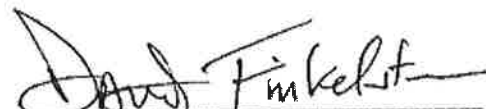
In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 19th day of August, 2016.

Attested and Certified

Arch Insurance Company


Patrick K. Nails, Secretary

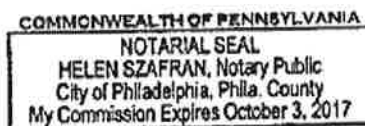


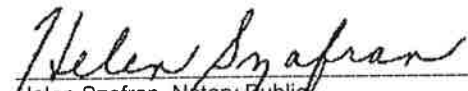

David M. Finkelstein, Executive Vice President

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

I, Helen Szafran, a Notary Public, do hereby certify that Patrick K. Nails and David M. Finkelstein personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.




Helen Szafran, Notary Public
My commission expires 10/03/2017

CERTIFICATION

I, Patrick K. Nails, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated August 19, 2016 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said David M. Finkelstein, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this _____ day of _____, 20____.


Patrick K. Nails, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102





CBDEVEL-01

ACOOK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/17/2017

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 have ADDITIONAL INSURED provisions or 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 Fisher Brown Bottrell Insurance, Inc. P. O. Box 1490 Jackson, MS 39215	CONTACT NAME: Angie Cook, CIC, PIAM		
	PHONE (A/C, No, Ext): (601) 960-8244	FAX (A/C, No): (601) 208-3044	
	E-MAIL ADDRESS: acook@fbbins.com		
INSURED C B Developers, Inc. 1716 Evelyn Gandy Parkway, #40 Hattiesburg, MS 39401	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Brierfield Insurance Company		10993
	INSURER B : American Interstate Insurance		31895
	INSURER C : Travelers Property Casualty Company of America		25674
	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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ PD Ded: \$2,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:			GL0013568	05/17/2016	05/17/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			CA0021045	05/17/2016	05/17/2017	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 \$ 10,000			UMB0014332	05/17/2016	05/17/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 Gen Aggregate \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	AVWCMS2562322017	01/01/2017	01/01/2018	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equip			CM0006842	05/17/2016	05/17/2017	Ded See Below
C	Installation Floater			6603222R85A	09/10/2016	09/10/2017	Ded: \$5,000 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
General Liability policy contains blanket additional insured & blanket waiver of subrogation wording on a primary & non-contributory basis, when required by written contract. Workers Compensation policy includes blanket waiver of subrogation when required by written contract. The Umbrella Liability policy includes blanket additional insured wording when required by written contract and included in the underlying General Liability and/or Automobile Liability policy. Additional Insured Status applies as per forms attached to the policy & available for review upon request: GL (CGL084 10/13 & CGL088 10/13) UMB (CU0001 12/07) All coverage is subject to policy terms, conditions and exclusions.
As respects Leased/Rented Equipment: Ded: \$1,000 if value less than \$100,000; \$5,000 if valued equal to/greater than \$100,000; Installation Temp Storage Limit: \$100,000
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

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

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



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Fisher Brown Bottrell Insurance, Inc.		NAMED INSURED C B Developers, Inc. 1716 Evelyn Gandy Parkway, #40 Hattiesburg, MS 39401	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

All Property Coverage: At the time of loss, insured value will be the lesser of the ACV, market value or replacement with like kind or quality.

REFERENCE ONLY:

Project: Comprehensive Water Improvements - Phase V

Project: Lake Forgetful Road

Project: Comprehensive Water Improvements Phase IV Miscellaneous Connections

Project: Water Line Extension along Old Highway 98 East and W. L. Runnels Industrial Drive

Project: Comprehensive Water Improvements Phase I,

Project: 592 Program Sewer Rehabilitation, Contract No. 3, City of Hattiesburg, MS Contract amount \$1,996,351.79

Project: Water System Extension on Veteran's Memorial Blvd. and South 28th Ave \$1,361,828.84

NOTICE OF AWARD

TO: C.B. Developers, Inc.
1716 Evelyn Gandy Pkwy
Hattiesburg, MS 39401

Project: COMPREHENSIVE WATER IMPROVEMENTS - PHASE V

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated May 10, 2017, and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$ 1,143,728.04.

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

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

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

Dated this 8th day of August, 2017

CITY OF HATTIESBURG

OWNER

BY: Tyler

TITLE: Mayor

ACCEPTANCE OF NOTICE

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

Name: [Signature]

Title: Project Manager

NOTICE TO PROCEED

TO: C.B. Developers, Inc.
1716 Evelyn Gandy Pkwy
Hattiesburg, MS 39401

DATE: _____

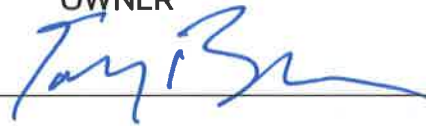
Project: **COMPREHENSIVE WATER IMPROVEMENTS PHASE - V**

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

CITY OF HATTIESBURG

OWNER

BY: _____



TITLE: _____

Mayor

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by

_____ This the _____ day of _____, 20__.

Name: _____



Title: Project MANAGER

GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS

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

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

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

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

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

APPROVAL: Accept as satisfactory.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Documents.

CONSTRUCTION OBSERVER

RESIDENT INSPECTOR

CONSTRUCTION INSPECTOR

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 2 - PRELIMINARY MATTERS:

AWARD:

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

EXECUTION OF AGREEMENT:

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

FORFEITURE OF BID SECURITY:

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

CONTRACTOR'S PRE-START REPRESENTATIONS:

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

COMMENCEMENT OF CONTRACT TIME:

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

STARTING THE PROJECT:

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

BEFORE STARTING CONSTRUCTION:

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

SCHEDULE OF COMPLETION:

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

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

QUALIFICATION OF SUBCONTRACTORS MATERIALMEN AND SUPPLIERS:

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

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

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

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

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

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

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

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

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

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

Availability of Lands

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

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

Subsurface Conditions:

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

Differing Site Conditions

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

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

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

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

ARTICLE 5 - BONDS AND INSURANCE:

Performance and Payment Bonds:

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

Contractor's Liability Insurance:

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

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

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

Owner's Liability Insurance

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

Fire and Extended Coverage Insurance (Builders' Risk):

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

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

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

Cancellation and Re-Insurance:

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

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES:

Supervision and Superintendence:

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

Labor, Materials and Equipment:

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

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

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

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

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

Materials, Equipment, Products and Substitutions:

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

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

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

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

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

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

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

Concerning Subcontractors:

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

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

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

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

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

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

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

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

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

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

Patent Fees and Royalties:

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

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

Permits:

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

Laws and Regulations:

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

regulations.

Taxes:

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

Record Drawings:

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

Safety and Protection:

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

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

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

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

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

Emergencies:

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

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

Shop Drawing and Samples:

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

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

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

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

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

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

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

Cleaning Up:

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

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

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

Public Convenience and Safety:

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

Sanitary Provisions:

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

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

Indemnification:

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

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

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

Responsibility for Connecting to Existing Work:

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

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

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

accordance with their requirements.

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

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

Cooperation with Governmental Departments, Public Utilities, Etc:

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

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

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

Use of Premises:

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

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

stresses or pressures that will endanger it.

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

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

Protection of Existing Property Improvements:

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

Temporary Heat:

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

ARTICLE 7 - WORK BY OTHERS:

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 8 - OWNER'S RESPONSIBILITIES:

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

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

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

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

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

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

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

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

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

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION:

Owner's Representative:

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

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

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

Visits to Site:

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

Clarifications and Interpretations:

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

Measurement of Quantities:

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

Rejecting Defective Work:

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

Shop Drawings, Change Orders and Payments:

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

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

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

Resident Project Representative:

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

Decisions on Disagreements:

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

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

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

Limitations on Engineer's Responsibilities:

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

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

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

ARTICLE 10 - CHANGES IN THE WORK:

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

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

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

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

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

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

ARTICLE 11 - CHANGE OF CONTRACT PRICE:

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

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

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

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

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

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

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

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

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

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

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

11.3.2 By negotiated lump sum.

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

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

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

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

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

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

11.4.5 Supplemental costs including the following:

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

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

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

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

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

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

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

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

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

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

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

11.5.1 Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals, (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the schedule referred to in subparagraph 11.4.1 -- all of which are to be considered administrative costs covered by the CONTRACTOR'S Fee.

11.5.2 Expenses of CONTRACTOR'S principal and branch offices other than his office at the site.

11.5.3 Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S

capital employed for the Work and charges against CONTRACTOR'S for delinquent payments.

11.5.4 Cost of premiums for all bonds and for all insurance policies whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except as otherwise provide in subparagraph 11.4.5.9.)

11.5.5 Costs due to the negligence of CONTRACTOR, any Subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.5.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

11.6 The CONTRACTOR'S Fee which shall be allowed to CONTRACTOR for his overhead and profit shall be determined as follows;

11.6.1 A mutually acceptable firm fixed price; or if none can be agreed upon,

11.6.2 A mutually acceptable fixed fee based on the estimate of the various portions of the Cost of the Work.

11.7 The amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in cost will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the net shall be computed to include overhead and profit, identified separately, for both additions and credits.

11.8 Whenever the cost of any Work is to be determined pursuant to paragraphs 11.4 and 11.5, CONTRACTOR will submit in form prescribed by ENGINEER an itemized cost breakdown together with supporting data.

11.9 Allowances: It is understood that the CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such material men, suppliers, or Subcontractors and for such sums within the limit of the allowances as the ENGINEER may approve. Upon final payment, the Contract Price shall be adjusted as required and an appropriate Change Order issued. The CONTRACTOR agrees that the original Contract Price includes such sums as he deems proper for costs and profit on account of cash allowances. No demand for additional cost or profit in connection therewith will be allowed.

11.9.1 These allowances shall cover the cost to the CONTRACTOR less any applicable trade

discount, of the materials and equipment required by the allowance delivered at the site, and all applicable taxes.

11.9.2 The CONTRACTOR'S costs for unloading and handling on site, labor, installation costs, overhead, profit and other expenses contemplated for the original allowance shall be included in the Contract Price and not in the allowance.

11.9.3 Whenever the cost, as described in 11.9.1 above, is more than or less than the allowance, the Contract Price shall be adjusted accordingly by Change Order. The amount of the Change Order will recognize changes, if any, in handling costs on the site, labor, installation costs, overhead, profit and other expenses, except that whenever unit price allowances are stipulated for brick, the Change Order will not include any cost as described in 11.5 above.

ARTICLE 12 - CHANGE OF THE CONTRACT TIME:

12.1 The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to OWNER and ENGINEER within ten days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined by ENGINEER if OWNER and CONTRACTOR cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

12.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if he makes a claim therefore as provided in paragraph 12.1. Such delays shall include, but not be restricted to, acts or neglect by any separate contractor employed by OWNER, fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

12.3 All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of the Article 12 shall not exclude recovery for damages (including compensation for additional professional services) for delay by either parties.

12.4 No claim for delay shall be allowed because of failure to furnish Drawings until two weeks after demand for such drawings and not then unless such claim be reasonable.

12.5 This article does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

ARTICLE 13 - GUARANTY:

13.1 The CONTRACTOR shall guarantee all materials and equipment furnished and Work

performed for a period of one (1) year from the date of SUBSTANTIAL COMPLETION. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of SUBSTANTIAL COMPLETION of the system that the completed system is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs or adjustments, in the Work that may be made necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.

ARTICLE 14 - PAYMENTS AND COMPLETION:

Payments to Contractors:

14.1 At least ten (10) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER. The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the OWNER, or return the partial payment estimate to the CONTRACTOR indicating in writing his reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, within sixty (60) days of presentation to him of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate. The OWNER may retain a portion of the amount otherwise due the CONTRACTOR. Except as State law otherwise provides, the amount the OWNER retains shall be limited to the following:

14.1.1 Withholding of not more than 10 percent of the payment claimed until work is 50 percent complete;

14.1.2 When Work is 50 percent complete, reduction of the withholding to 5 percent of the dollar value of all Work satisfactorily completed to date, provided that the CONTRACTOR is making satisfactory progress and there is no specific cause for greater withholding;

14.1.3 When the Work is substantially complete (operational or beneficial occupancy), the withheld amount shall be further reduced below 5 percent to only that amount necessary to assure completion.

14.1.4 The OWNER may reinstate up to 10 percent withholding if the OWNER determines, at its discretion, that the CONTRACTOR is not making satisfactory progress or there is other specific cause for such withholding.

Contractor's Warranty of Title:

14.2 The CONTRACTOR warrants and guarantees that title to all work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will have passed to the OWNER prior to the making of the Application for payment, free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens") and that no work, materials or equipment covered by an Application for Payment will have been acquired by the CONTRACTOR or by any other person performing the Work at the Site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the CONTRACTOR or such other person.

Approval of Payments:

14.3 The ENGINEER'S approval of any payment requested in an Application for Payment shall constitute a representation by him to the OWNER, based on the ENGINEER'S on-site observations of the Work in progress as an experienced and qualified design professional and on his review of the Application of Payment and the supporting data, that the Work has progressed to the point indicated; That, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in his approval), and that the CONTRACTOR is entitled to payment of the amount approved. However, by approving any such payment, the ENGINEER shall not thereby be deemed to have represented that he made exhaustive or continuous on-site observations to check the quality or the quantity of the Work, or that he has reviewed the means, methods, techniques, sequences, and procedures of construction or that he has made any examination to ascertain how or for what purpose the CONTRACTOR has used the moneys paid or to be paid to him on account of the Contract Price, or that title to any Work, materials, or equipment has passed to the OWNER free and clear of any Liens.

14.4 The CONTRACTOR shall make the following certification on each request for payment:

"I hereby certify that the labor and materials listed on this request for payment has been used in the construction of this work or that all materials included in this request for payment and not yet incorporated into the construction are now on the site or stored at an approved location; and payment received from the last request for payment has been used to make payments to all first tier subcontractors and suppliers except as listed below."

14.5 The ENGINEER'S approval of final payment shall constitute an additional

representation by him to the OWNER that the conditions precedent to the CONTRACTOR'S being entitled to final payment as set forth in paragraph 14.11 have been fulfilled.

14.6 The ENGINEER may refuse to approve the whole or any part of any payment if, in his opinion, he is unable to make such representations to the OWNER. He may also refuse to approve any such payment, because of subsequently discovered evidence or the results of subsequent inspections or tests nullify any such payment previously approved, to such extent as may be necessary in his opinion to protect the OWNER from loss because:

14.6.1 The Work is defective, or completed Work has been damaged requiring correction or replacement,

14.6.2 The Work for which payment is request cannot be verified,

14.6.3 Claims or Liens have been filed or there is reasonable evidence indicating the probable filing thereof,

14.6.4 The Contract Price has been reduced because of Modifications,

14.6.5 The OWNER has been required to correct defective Work or complete the Work in accordance with paragraph 13.1,

14.6.6. Of unsatisfactory prosecution of the Work, including failure to clean up as required by paragraphs 6.29 and 6.30,

14.6.7. Of persistent failure to cooperate with other contractors on the Project and persistent failure to carry out the Work in accordance with the Contract Documents,

14.6.8. Of liquidated damages payable by the CONTRACTOR or,

14.6.9. Of any other violation of, or failure to comply with, the provisions of the Contract Documents.

14.7 Prior to Substantial Completion, the OWNER, with the approval of the ENGINEER and with the concurrence of the CONTRACTOR, may use any completed or substantially completed portions of the Work. Such use shall not constitute and acceptance of such portions of the Work.

14.8 The OWNER shall have the right to enter the premises for the purpose of doing work not covered by the Contract Documents. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the Work, or restoration of any damaged Work, except such as may be caused by agents or employees of the OWNER.

14.9 Upon completion and acceptance of the Work, the ENGINEER shall issue a certificate attached to the final payment request that the Work has been accepted by him under the conditions of the Contract Documents. The entire balance found to be due the CONTRACTOR, including the retained percentages, but except such sums as may be lawfully retained by the OWNER, shall be paid to the CONTRACTOR within sixty (60) days of completion and acceptance of the Work.

14.10 The CONTRACTOR will indemnify and save the OWNER or the OWNER'S agents harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the Work. The CONTRACTOR shall, at the OWNER'S request, furnish satisfactory evidence that all obligations of nature designated above have been paid, discharged, or waived. If the CONTRACTOR fails to do so the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment made under the Contract Documents by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.

Acceptance of Final Payment as Release:

14.11 The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims and liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this Work and for every act and neglect of the OWNER and others relating to or arising out of this Work. Any payment however, final or otherwise, shall not release the CONTRACTOR or his sureties from any obligations under the Contract Documents or the Performance Bond and Payment Bonds.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION:

Owner May Suspend Work:

15.1 The OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to the CONTRACTOR and the ENGINEER which shall fix the date on which Work shall be resumed. The CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if he makes a claim therefore

as provided in Articles 11 and 12.

Work During Inclement Weather:

15.2 No Work shall be done under these Specifications except by permission of the OWNER when the weather is unfit for good and careful work to be performed. Should the severity of the weather continue, the CONTRACTOR, upon the direction of the OWNER, shall suspend all work until instructed to resume operations by the OWNER and the Contract Time shall be extended to cover the duration of the order. Work damaged during periods of suspension due to inclement weather shall be repaired and/or replaced by the CONTRACTOR. Any compensation for repairs or replacements shall be subject to approval of the OWNER.

Owner May Terminate:

15.3 If the CONTRACTOR is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of his property; or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or he disregards laws, ordinances, rules regulations or orders of any public body having jurisdiction, or if he disregards the authority of the ENGINEER, or if he otherwise violates any provision of the Contract Documents, then the OWNER may without prejudice to any other right or remedy and after giving the CONTRACTOR and his surety seven days written notice, terminate the services of the CONTRACTOR and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR, and finish the Work by whatever method he may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR or the Surety will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a Change Order.

15.4 Where the CONTRACTOR'S services have been so terminated by the OWNER, said terminations shall not affect any rights of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys by the OWNER due the CONTRACTOR will not release the CONTRACTOR from liability.

15.5 Upon seven days written notice to the CONTRACTOR and the ENGINEER, the OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Agreement. In such case, the CONTRACTOR shall be paid for all Work executed and any expense sustained plus a reasonable profit.

Removal of Equipment:

15.6 In the case of termination of this Contract before completion, for any cause whatever, the CONTRACTOR if notified to do so by the OWNER, shall promptly remove any part or all of his equipment and supplies from the property of the OWNER. Should the CONTRACTOR not remove such equipment and supplies, the OWNER shall have the right to remove them at the expense of the CONTRACTOR. Equipment and supplies shall not be construed to include such items for which the CONTRACTOR has been paid in whole or in part.

Contractor May Stop Work or Terminate:

15.7 If, through no act or fault of the CONTRACTOR, the Work is suspended for a period of more than ninety (90) days by the OWNER or under an order of court or other public authority, or the ENGINEER fails to act on any Application for Payment within thirty (30) days after it is submitted, or the OWNER fails to pay the CONTRACTOR any sum approved by the ENGINEER or awarded by court ruling within thirty (30) days of its approval and presentation, then the CONTRACTOR may, upon seven (7) days written notice to the OWNER and the ENGINEER, terminate the Agreement and recover from the OWNER payment for all Work executed and any expense sustained plus a reasonable profit. In addition and in lieu of terminating the Agreement, if the ENGINEER has failed to act on an Application for Payment or the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon seven (7) days notice to the OWNER and the ENGINEER stop the Work until he has been paid all amounts then due.

Owner Furnished Equipment:

15.8 In case the OWNER furnishes equipment to the CONTRACTOR to install, but fails to deliver it to the CONTRACTOR as required and in case such failure causes the CONTRACTOR additional expense or need for extension of time, the CONTRACTOR may make such claims upon the OWNER and obtain adjustments as provided herein.

Liquidated Damages:

15.9 If the CONTRACTOR shall fail to complete the work within the contract time, or extension of time granted by the OWNER, then the CONTRACTOR will pay to the OWNER the amount for liquidated damages as specified in the Contract Documents for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the Contract Documents.

ARTICLE 16 - DISPUTE SETTLEMENT:

16.1 All claims, disputes and other matters in question arising out of, or relating to, this Agreement or the breach thereof except for claims which have been waived by the making or acceptance of final payment as provided by paragraph 14.11, shall be decided in a court of competent jurisdiction.

ARTICLE 17 - MISCELLANEOUS:

17.1 Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to him who gives the notice.

17.2 If the OWNER fails to make payment sixty (60) days after approval by the ENGINEER, in addition to other remedies available to the CONTRACTOR, there shall be added to each such progress payment, interest at 1% per month commencing on the first day after said payment is due and continuing until the payment is received by the CONTRACTOR.

17.3 All Specifications, Drawings and copies thereof furnished by the ENGINEER shall remain his property. They shall not be used on another Project, and, with the exception of those sets which have been signed in connection with the execution of the Agreement, shall be returned to him on request upon completion of the Project.

17.4 The duties and obligations imposed by these General Conditions, and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.36 and 14.3 and the rights and remedies available to OWNER and ENGINEER there under, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available by law, by special guarantee or by other provisions of the CONTRACT DOCUMENTS.

17.5 Should the OWNER or the CONTRACTOR suffer injury or damage to its person or property because of any error, omission or act of the other or of any of his employee or agents or others for whose acts he is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

17.6 The CONTRACT DOCUMENTS shall be governed by the law of the place of the Project.

Progress Charts and Requirements for Overtime Work

17.7 The CONTRACTOR shall within 5 days or within such time as determined by the OWNER after date of commencement of work prepare and submit to the OWNER for

approval a practicable schedule, showing the order in which the CONTRACTOR proposes to carry on the work, the date on which he will start the several salient features (including procurement of materials, plans and equipment) and the contemplated dates for completing the same. The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion at any time. The CONTRACTOR shall enter on the chart the actual progress at such intervals as directed by the OWNER and shall immediately deliver to the OWNER three (3) copies thereof. If the CONTRACTOR fails to submit a progress schedule within the time herein prescribed, the owner may withhold approval of progress payment estimates until such time as the CONTRACTOR submits the required progress schedule.

If, in the opinion of the OWNER, the CONTRACTOR falls behind the progress schedule, the CONTRACTOR shall take such steps as may be necessary to improve his progress and the OWNER may require him to increase the number of shifts, or overtime operations, days of work, or the amount of construction plant, or update the progress schedule to reflect increased production for meeting the completion date, or all of them, and to submit for approval such supplementary schedule or schedules in chart form as may be deemed necessary to demonstrate the manner in which the agreed rate of progress will be regained, all without additional cost to the OWNER.

Failure of the CONTRACTOR to comply with the requirements of the OWNER under this provision shall be grounds for determination by the OWNER that the CONTRACTOR is not prosecuting the work with such diligence as will insure completion within the time specified. Upon such determination the OWNER may terminate the CONTRACTOR'S right to proceed with the work or any separable part thereof in accordance with the clause of the contract entitled, "Termination for Default-Damages for Delay - Time Extensions.

Should the Contractor fail to complete the work within the specified time, or within any extra time allowed under these specifications, a sum of money, determined by the following schedule, shall be deducted from any funds due the Contractor, the Owner shall have the right recover the said sum or sums from the Contractor or from the surety, or from both. The amounts of these deductions are to cover the liquidated damages to the Owner incurred by additional or other expenses due to the failure of the Contractor to complete the work or any part of the work within the time specified, and such deductions are not to be considered penalties.

The damages indicated above shall be considered as liquidated damages for the loss to the Owner on account of the expense due to the employment of Engineers and their assistants and to any others expenses incurred after the expiration of the Contract time as determined by the Engineer.

MEASUREMENT AND PAYMENT

Measurement and Payment for the following bid items shall be as described and shall include all material, equipment, labor, testing, etc. to install and make operational a complete water system as detailed on the contract drawings and as specified in the contract documents.

DUCTILE IRON, PVC and HDPE WATER SYSTEMS

Payment for item shall include furnishing and installing all pipe, trenching, compaction of required bedding and backfill excavation, disposal of excess excavated material sheeting, shoring, bracing, dewatering, testing, fittings, reducers, flushing the system and related items not specifically covered under other pay items. The contract price shall be determined by the measured distance of pipe installed and accepted per linear foot.

STEEL CASING

Payment for installation of bored or open cut steel casing shall include furnishing and installing all steel pipe, spacers, end caps, excavating, compaction of backfill, disposal of excess excavated material, sheeting, shoring, bracing, dewatering, testing and related items not specifically covered under other pay items. Length shall be determined by the measured distance of casing pipe installed and accepted per linear foot.

CONNECTION ITEMS

Payment for connection items shall include installation of reducers, fittings, valve boxes, trenching, excavation, compaction of backfill, blocking, disposal of excess excavated material, sheeting, shoring bracing, dewatering, testing, flushing and related items not specifically covered under other pay items as depicted on the construction plans. Pay shall be determined per each.

GATE VALVES

Payment for installation of gate valves shall include furnishing gate valves, valve boxes, trenching, excavating, compaction of backfill, disposal of excess excavated material, sheeting, shoring, bracing, dewatering, testing, flushing and related items not specifically covered under other pay items as depicted on the construction plans. Pay shall be determined per each.

FIRE HYDRANT WITH APPURTENANCES

Payment for installation of fire hydrant with appurtenance shall include furnishing fire hydrant, gate valve, valve box, piping, trenching, excavating, compaction of backfill, blocking, disposal of excess excavated material, sheeting, shoring, bracing, dewatering, testing, flushing and related items not specifically covered under other pay items. Pay shall be determined per each to include fire hydrant, tees, gate valve, valve box, pipe and other miscellaneous items as required to provide an operational hydrant. Pay shall be determined

per each.

FIRE SUPPRESSION CONNECTION

Payment for installation of fire suppression connection with appurtenance shall include furnishing tee, gate valve, valve box, piping, disconnection from existing system, connection to new system, trenching, excavating, compaction of backfill, blocking, disposal of excess excavated material, sheeting, shoring, bracing, dewatering, testing, flushing and related items not specifically covered under other pay items. Pay shall be determined per each to include tees, gate valve, valve box, pipe and other miscellaneous items as required to provide an operational fire suppression connection. Pay shall be determined per each.

ASPHALT PAVEMENT REPAIR

Payment for asphalt repair shall include furnishing and installing asphalt pavement as specified in the plans and specifications. Item shall include material, haul, placement compaction and testing necessary to meet the plans and specifications. Payment shall be per ton.

CONCRETE PAVEMENT REPAIR

Payment for concrete pavement repair shall include furnishing and installing concrete pavement as specified in the plans and specifications. Item shall include forming, material, haul, placement compaction and testing necessary to meet the plans and specifications. Payment shall be per square yard.

CONCRETE CURB AND GUTTER

Payment for concrete curb and gutter shall include removal, grading, forming, materials, placement, compaction and testing necessary to match existing curb and gutter. Item shall be paid per linear foot.

TEMPORARY EROSION CONTROL

Payment for erosion control shall include furnishing, installing and maintaining silt fence or other erosion control measures as required by current Mississippi Department of Environmental Quality standards. Erosion control measures shall be installed and maintained as planned by the contractor or as directed by the Engineer to prevent erosion under or excess siltation within 24 hours of a rain event. The unit measurement shall be lump sum and includes any required maintenance.

GRASSING

Basis of payment shall include the vegetation schedule as noted and shall be according to the Mississippi Standard Specifications for Road and Bridge Construction, Latest Edition. The unit of measurement shall be lump sum.

MAINTENANCE OF TRAFFIC

Payment for maintenance of traffic will be lump sum. Item shall include all materials, labor and equipment to maintain traffic based on the current MUTCD or as required by

the Engineer.

MOBILIZATION

Payment for mobilization shall enable contractor to assemble materials, equipment, etc. on site to prepare for construction. The unit measurement shall be lump sum. Mobilization shall be paid 50 percent at 5 percent of construction complete and 100 percent at 25 percent of construction complete.

WATER SYSTEMS

1) GENERAL

- a) This item shall consist of furnishing all of the necessary materials, supervision, labor, tools, equipment and incidentals, and the installation of various types and sizes of water pipe and related items in accordance with the contract drawings and specifications, as stated in the Proposal.

2) APPLICABLE PUBLICATIONS

- a) The following publications form a part of these specifications and where referred to by basic designation only, are applicable to the extent indicated. The latest editions of the publications referenced shall apply to the work.

- i) AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

- A 139 Electric-Fusion (Arc) welded steel pipe (sizes 4 inch and over).

- A 252 Welded and Seamless steel pipe piles.

- C 31 Making and Curing Concrete Compressive and Flexural Strength Test Specimens in the Field.

- C 33 Concrete Aggregates

- C 39 Test for Compressive Strength of Cylindrical Concrete Specimens.

- D 2922 Density of Soil Aggregate in place by the clear Method (shallow depths).

- ii) AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

- 21.10 Gray Iron and Ductile Iron Fittings, 3 inch through 48 inch for Water and other Liquids.

- 21.11 Rubber Gasket Joints for Cast Iron and Ductile Iron Pressure Pipe and Fittings.

- 21.50 Ductile Iron Pipe, Centrifugally Cast in Metal Molds or Sand-line Molds, for Water or other Liquids.

iii) AMERICAN WATER WORKS ASSOCIATION (AWWA)

C 104 Cement-Mortar Lining for Cast Iron Pipe and Fittings for Water and Other Liquids.

C 106 Cast Iron Pipe Centrifugally Cast in Metal Molds, for water and other Liquids.

C 110 Gray Iron and Ductile Iron Fittings, 3 inch through 48 inch, for Water and Other Liquids.

C 111 Rubber Gasket Joints for Cast Iron and Ductile Iron Pressure Pipe and Fittings.

C 150 Ductile Iron Pipe, Centrifugally Cast in Metal Molds or Sand-Lined Molds, for Water or other Liquids.

iv) AMERICAN ASSOCIATION OF STATE HIGHWAY & TRANSPORTATION OFFICIALS (AASHTO)

T-88 Particle Size Analysis of Soils.

T-89 Determining the Liquid Limit of Soils.

T-90 Determining the Plastic Limit and Plasticity Index of Soils.

T-99 Moisture Density Relations of Soils Using a 5.5 lb. Rammer and 12-inch Drop.

T-191 Density of Soil In-Place by the Sand-Cone Method.

v) MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Standard Specifications for Road and Bridge Construction 1990 Edition.

3) **SUBMITTALS**

a) The following submittals shall be required for the respective materials used in the work. All submittals shall be submitted through the Contractor to the Engineer.

i) Ductile Iron Pipe: The following submittals shall be required for ductile iron pipe systems utilized on the project. The Contractor shall furnish

manufacturer's certificates certifying that the pipe and fittings conform to the requirements as specified hereinafter under Article 4.0, Materials. In addition, the submittals shall include the following:

- (1) Joints: The following shall be required for ductile iron joints.
- (2) Drawings or Manufacturer's Catalogue data indicating dimensions and tolerance.
- (3) Gaskets shall be tested in accordance with the respective standards as indicated in ANSI 21.11 and results shall be included in the submittals. Test shall be for similar materials on the gaskets and be not more than one year old.
- (4) Mechanical Joints: Should the Contractor elect to use mechanical joints in lieu of push-on joints, manufacturer's data shall be submitted in accordance with the "Special Requirements for the Mechanical Joint" as stated in ANSI 21.11 (AWWA C 111).

ii) Ductile Iron Pipe Submittal Shall Include the Results of:

- (1) Tension Test
- (2) Impact Test
- (3) Low Temperature Impact Test
Sampling procedure shall be as indicated in ANSI 21.51.

- b) PVC Pipe: The Contractor shall furnish manufacturer's certificates certifying that the pipe and fittings conform to the requirements of these specifications and appropriate construction drawings.

4) MATERIALS - WATER SYSTEM

a) Ductile Iron Pipe:

- i) Ductile iron pipe shall be designed in accordance with the latest revision of ANSI/AWWA C51/A21.51), rated working pressure of 350 psi plus a 100 psi surge allowance; a 2 to 1 safety factor on the sum of working pressure plus surge pressure in Type 3 laying condition with a depth of cover as required per plans.
- ii) Pipe shall have standard asphaltic coating on the exterior. Pipe also shall have a cement mortar lining on the interior in accordance with the latest revision of ANSI/AWWA C104/A21.4. If corrosion protection is required, polyethylene

encasement shall be installed prior to the pipes installation in accordance with ANSI/AWWA C105/A21.5-88.

- iii) All non-restrained pipe shall be furnished with push-on type joints such as "Fastite," or equal. Joints shall be in accordance with the latest revision of ANSI/AWWA C111/A21.11 and shall be furnished complete with all necessary accessories.
- iv) Where restrained joint pipe is required, "Fast Grip", "Flex-Ring", or "Field Flex-Ring" or approved equal shall be used. The length of restrained pipe shall be as tabulated or noted on the plans.
- v) Ductile iron fittings shall conform to the latest revisions of either ANSI/AWWA C110/A21.10 or ANSI/AWWA C153/A21.53. Fittings, linings, and coatings shall be as specified for the pipe above.
- vi) All pipe, fittings and accessories shall be installed and tested in accordance with the latest revision of AWWA C600. Newly installed ductile iron water mains shall be disinfected in accordance with the latest revision of AWWA C651 prior to placing in service.

b) PVC Pipe

- i) PVC pipe for this project shall be PVC, C-900, Class 200. This standard covers the installation of Pressure Class 100, 150 and 200 PVC pipe complying with AWWA Standard C-900-89. PVC pipe shall bear the National Sanitation seal for potable water.
- ii) The pipe shall be equipped with a push on joint in a single elastomeric gasketed joint. It is assembled by positioning the elastomeric gasket in the annular groove of the bell and inserting the spigot end of the pipe into the bell. The spigot end of the pipe compresses the gasket radially to form a positive seal. The gasket and annular groove are designed, sized and shaped so that the gasket will resist displacement. Care shall be taken so that only the correct elastomeric gasket, compatible with the annular groove of the bell, is used. Insertion of the elastomeric gasket in the annular groove of the bell must be in accordance with the manufacturer's recommendations.

c) Gate Valves:

- i) Where indicated on the Plans or directed by the ENGINEER, the CONTRACTOR shall furnish and install gate valves as hereinafter specified.
- ii) All gate valves shall be cast iron mechanical joint, Mueller A-2360, equivalent or better. All gate valves shall be furnished with O-ring packing and 2" square

operating nut, AWWA 200lb., for cast iron water main.

- iii) Valve boxes shall be cast iron top and bottom. Extension pieces shall be provide as required.
- iv) Payment for furnishing and installing gate valves with box shall be made at the contract unit price per valve according to type and size as listed in the proposal.
- v) All valves will be set at a perfect 90-degree angle from level pipe, (perpendicular) so as to be easily accessible through properly set valve box as per specifications above.
- vi) The CONTRACTOR shall furnish and install either a two-piece or three-piece, slip type, cast iron valve box over each gate valve. Valve boxes will be set over valve operating nut, centered so as to be easily accessible with a valve operating wrench or key. They will be set to correspond with the finished grade of street, lot, or easement. No dirt will be left in box; box will not rest directly on valve body.

d) Fittings, Valves and Hydrants, etc.

- i) All fittings, valves and valve boxes, hydrants, and other appurtenances are to be set at the points indicated on the plans, or as directed by the ENGINEER, and omission to do so shall be corrected by the CONTRACTOR without extra cost to the OWNER.
- ii) All fittings shall either be Ductile Iron Compact (ANSI/AWWA C153/A21.53) or Cast Iron (ANSI/AWWA-C110/A21-10) and shall have mechanical joint ends and mechanical joint restraints (Series 1120) and shall be incorporated in the design of the follower gland and shall include a restraining mechanism which, when actuated, imparts multiple wedging action against the pipe, increasing its resistance as the pressure increases. Flexibility of the joint shall be maintained after burial. Glands shall be manufactured of ductile iron conforming to ASTM A 536-80. Restraining devices shall be of ductile iron heat treated to a minimum hardness of 370 BHN. Dimensions of the gland shall be such that it can be used with the standardized mechanical joint bell and tee-head bolts conforming to ANSI/AWWA A21.11 and ANSI/AWWA C153/A21.53 of latest revision. Twist-off nuts shall be used to insure proper actuating of the restraining devices.
- iii) The mechanical joint restraint device shall have a working pressure of a least 250 psi with a minimum safety factor of 2:1 and shall be EBAA Iron., MEGALUG or equal.

- iv) To improve the sealing capacity, the gaskets for all mechanical joints conforming to the requirements of ANSI/AWWA C110/A21.10, C111/A21.11, or C153/A21.53 shall be of a design that causes the gasket to deflect approximately 30% during assembly of the mechanical joint. The gasket material shall conform to the requirements of ANSI/AWWA C111/A21.11, Section 1-6.4 of the latest revision. Mechanical joint gaskets shall be EBAA Iron's EBAA Seal- Improved Mechanical Joint Gasket or approved equal.
- v) Fittings (bends, tees, plus, and caps) shall be securely braced by mechanical joint restraints, as indicated on the Plans, to prevent the possibility of blowing off under pressure. And a full length of pipe shall be installed on each end of the fitting. Then cut pieces can be installed beyond the full lengths of pipe.
- vi) The prices bid furnishing and installing valves, fittings, etc., shall include compensation for furnishing mechanical joint restraints as required at beds, tees, plugs and caps. No separate or extra compensation will be allowed for any of the above specified incidental work or material.

e) Plugs and Caps

- i) Where indicated on the Plans, or as directed by the ENGINEER, the CONTRACTOR shall install plugs for anticipated future extensions by placing a branch fitting (tee or cross) in the line and plugging the unused branch or branches. In general, such plugs will be located at street intersections where present plans provided lines running in only two or three directions from the intersections and where, in the opinion of the ENGINEER, a connection may be required for future extension. Where "deadend" lines are installed, the ends of such lines shall be plugged or capped as required.
 - ii) For the various hot taps required according to the plans, and up to 12 inches, the JCM 432, stainless Tapping Sleeve shall be required. The CONTRACTOR shall furnish all materials for these various taps and the OWNER will actually make the tap.
- f) Casing Pipe: Steel pipe utilized as casing at locations shown on the Contract Drawings shall be new round piling pipe conforming to the requirements of ASTM A 252 or A 139. Casing diameter shall be adequate to allow pushing of the specified diameter of water pipe and make proper connections at the ends. Minimum Wall Thickness for steel casing is 0.375 inch.
- g) Wash Gravel Bedding Material: Select Granular material for pipe bedding shall be coarse concrete aggregate. The coarse concrete aggregate shall conform to the gradation sizing Number 467 specified in Table 2 of ASTM Standard Specification C-33. (See Following Table.)

SIZE No. 467

Nominal Size (Sieves w/Square Openings)	Percent Passing by Weight
2"	100
1-1/2"	95–100
3/4"	35–70
3/8"	10–30
No. 4	0–5

- h) Stabilization Material: Stabilization Material shall be a pit run mixture of sand and gravel. The sand shall be hard, sharp and durable particles. All gravel shall pass a 1 - 1/2" sieve.
- i) Concrete: Concrete shall be in accordance with the requirements of Technical Specifications – CONCRETE.
- j) Select Backfill
- i) General: The select material shall be composed of a natural or artificial mixture of sand, silt, clay or soil binder or other material of satisfactory cementing value. The sand shall be hard, sharp, and durable particles, preferably siliceous. The binder shall be a grade of clay or other material having satisfactory cementing qualities and shall be homogenous in character, free from vegetable matter, clay balls or other deleterious substances that cannot be classed as serviceable base material.
- ii) Gradation: Any coarse aggregate contained in the material shall pass the one and one-half (1-1/2); sieve and not more than thirty-five percent (35%) shall be retained in the Number 10 sieve. The plasticity index (P.I.) shall not exceed 12, nor shall the liquid limit exceed 30.
- iii) The composite selected sand-clay material passing the Number 10 sieve shall conform to the following minimum and maximum gradation limits:

Sieve	Percent Passing by Weight
Number 40	40–85
Number 60	30–70
Number 270	8–30
Silt (.05 to .005 mm)	03–15
Clay (Passing .005 mm)	3--15

- iv) Backfill: All other backfill shall consist of excavated material removed from the trench.

5) CONSTRUCTION

a) Earthwork

i) Site Preparation:

(1) Topsoil shall be stripped and stockpiled in accordance with Technical Specifications - Restoration of Roads, Driveways, Fences, Lawns, and other Grassed Areas.

(2) All vegetation such as brush, heavy sod, heavy growth of grass, decayed vegetative matter, rubbish and any other unsuitable material within the area of trenching shall be stripped or otherwise removed before the trenching is started, and in no case, shall such objectionable material be allowed in the trench.

(3) Stripping operation shall be to a depth of not less than 6 inches in all cases.

b) Asphalt or Concrete Removal: Before trenching operations begin, the existing asphalt or concrete pavement shall be scored or cut to a proper depth to give a straight vertical edge when removed. The asphalt or concrete shall be disposed of offsite by the Contractor. While removing the asphalt or concrete in the trench line, never shall the adjacent asphalt be raised or pulled from its base.

c) Trenching:

i) The Contractor shall determine all requirements for trench dimensions, alignment, and grades. The trench shall be excavated in conformance with all federal, state and local regulations for the protection of the workmen. Shoring, sheeting and/or a moveable form shall be used as required to provide

earth stability during the laying operations.

- ii) The final excavation of the trench for the pipe installation shall be as indicated on the Plans. Minor variations in horizontal (within the permanent easement) or vertical alignment during construction shall be made during construction (with the Engineer's approval) to facilitate ease of installation and operation (due to potential conflicts; i.e., utility conflict) at no additional cost to the Owner except for additional piping, if any. The trench from the top of the pipe down to the bottom of the bedding shall be of a consistent width as indicated on the plans. Should the excavated width of the trench be larger than the design width, the Engineer may direct that a higher type or class of bedding be used; or other adjustments be made to increase the load carrying capacity of the pipe.
- iii) The Contractor shall not excavate more trench in advance of pipe laying than is necessary to perform the work efficiently. No more than 100 feet of open trench shall be allowed unless approved by the Engineer.
- iv) Excavated material shall be placed in a manner that will not obstruct sidewalks, driveways, or other structures. Excavated material shall not be placed so as to surcharge the walls and jeopardize trench stability.

d) Disposal:

- i) The Contractor shall satisfactorily dispose of all excess earth from excavations either in approved (by the Engineer) areas within the construction limits or away from the project in disposal sites obtained by the Contractor.
- ii) The Contractor will be permitted to mound excess earth over the trench to a maximum depth of 12 inches above the original ground surface or finished grade where the trench is located in unimproved property. Wasting of excess excavated material will not be permitted within any road ROW. All material within the construction limits shall be placed so that natural drainage is maintained and the surface shall be graded to a smooth and uniform appearance. The disposal of waste and excess excavating materials, including hauling, handling, grading, and surfacing shall be subsidiary obligation of the contractor and no separate payment will be made. Therefore, the cost of such work shall be included in the Contract Unit Price for installation of water pipe.

e) Dewatering

- i) The site shall be kept free of surface water at all times. The Contractor shall install drainage ditches and dikes and shall perform all pumping and other work necessary to divert or remove rainfall and other accumulations of surface water from the excavations. The diversion and removal of surface water

performed in a manner that will prevent the accumulation of water behind temporary structures or at any other locations within the construction area where it may be detrimental. The Contractor shall provide, install, and operate sufficient trenches, sumps, pumps, hoses, piping, well points, deep wells, etc., necessary to depress and maintain the ground water level at least one foot below the base of the excavation during all stages of construction operations. The ground water table shall be lowered in advance of excavation and maintained a minimum of one foot below the lowest excavation subgrade made until the structure has sufficient strength and weight to withstand horizontal and vertical soil and water pressures.

- ii) Where groundwater is encountered, the Contractor shall make the effort necessary to secure a dry trench bottom before laying pipe. In sandy and in other suitable type soils, dewatering shall be done by well pointing. If, in the opinion of the Engineer, the Contractor has failed to obtain an absolutely dry trench bottom by insufficient use of all known methods of trench dewatering, the Engineer may order the Contractor to excavate below grade and place not less than 6 inches of graded crushed stone fill material over the trench bottom to form trench drains to suitably located sumps and to remove the water by bailing or pumping. The graded crushed stone fill material shall be placed at the Contractor's own expense and shall be of such depth that there shall be not water in bell holes at the time of coupling pipe. All costs of equipment, labor, and materials required for dewatering shall be included in the bid price.

f) Bedding

- i) The Contractor shall satisfactorily shape the trench area (to specified line, grade and cross section) to receive bedding material. The bottom of the trench shall be undisturbed soil. Should the Contractor over excavate the trench without direction from the Engineer, the trench shall be brought up to grade with select backfill and compacted to at least 90% of maximum laboratory density as measured by AASHTO T 99. Such additional work and materials for over excavation without direction of the Engineer shall be at the expense of the Contractor.
- ii) Holes for the bells shall be provided at each joint in the subgrade or in the granular fill bedding material as required. The holes shall be no larger than necessary for joint assembly and assurance that the pipe barrel will lie flat on the material. The Contractor shall install the proper bedding for the respective type of pipe and depth of installation as shown in the details and schedules on the plans. When depths vary in a particular manhole run, the Contractor shall change bedding systems in accordance with the depth installation requirements.

- iii) Stabilization Materials: When the subgrade is found to be unstable or to

include ashes, refuse, organic material, or other unsuitable material, the Engineer may direct that the subgrade be over excavated to remove such material. The depths of over excavation shall be as directed by the Engineer. Stabilization material shall be placed into the over excavated area of the trench and shall be paid for in accordance with these specifications. Stabilization shall be compacted to at least 90% of maximum laboratory density in six inch lifts.

iv) Bedding Materials

(1) As detailed in the plans, bedding material shall be placed to the specified depth below the pipe and tamped to a minimum of 90% of maximum laboratory density as determined in accordance with AASHTO T 99. Following placement of pipe, additional bedding material shall be placed and consolidated under the haunches of the pipe. Special tools shall be required to work the material into place and leave no voids beneath the pipe. The bedding material shall be tamped along the spring line (or along the top of the bedding material as indicated) of the pipe to sufficiently compact the material insofar as practical.

(2) The Engineer may direct additional moisture be added to the bedding material to aid in the compaction effort. Mechanical tampers may be employed to aid the process. depending on the particular bedding required, additional bedding shall be added and tamped to a minimum of 90% of maximum laboratory density, with AASHTO T-99.

v) Select Backfill: Select backfill shall be placed in 6 inch lifts and tamped to a minimum laboratory density with AASHTO T-99. Overall depth of the select backfill shall be as directed by the Engineer.

vi) Normal Condition Bedding: Under normal conditions the trench bottom shall be undisturbed earth shaped to the specified line, grad, and cross section with proper bell holes at each joint to ensure that pipe barrel lies flat on trench bottom. The bedding material will be selected native materials excavated from the trench and placed in two lifts. The first lift being placed up to the spring line of the pipe and extending out to the trench walls and hand tamped to a minimum of 90% of maximum laboratory density. Special care shall be used in placing and tamping bedding to insure no voids under the haunches of the pipe. The second lift shall extend to approximately 6" above pipe (Material permitting) and hand tamped to 90% density.

g) Backfilling: Upon completion of placement of select material the excavated materials shall be immediately placed back into the trench. Specific requirements are:

i) Backfill requirements for road crossings, parking lots, driveways, and

sidewalks shall be in accordance with Technical Specifications - RESTORATION of ROADS, DRIVEWAYS, FENCES, LAWNS and OTHER GRASSED AREAS.

- ii) Backfill requirements for unimproved areas (pastures, wooded areas) shall consist of placement and shaping of the soil in such a manner as to allow maximum natural consolidation. No compaction of the general backfill in the unimproved areas will be required, except that caused by conventional shaping equipment.
- iii) No debris shall be used as backfill which has a volume in excess of one-half of one cubic foot or weight excess of 75 pounds.
- h) Sheeting Removal: Wooden sheeting or other thick sheeting or shoring members which have been driven or otherwise placed along the trench walls to an elevation below the spring line of the pipe shall be cut off at the spring line or higher and left in place.
- i) Grading and Grassing: Final grading and grassing shall be in accordance with Technical Specifications, "RESTORATION of ROADS, DRIVEWAYS, FENCES, LAWNS, and OTHER GRASSED AREAS."
- j) Pipe Handling and Storage: Pipe shall be handled, staked, and stored in accordance with manufacturer's printed literature. The Contractor shall provide security as required to prevent damage by vandals. PVC pipe shall be shaded from sunlight for extended lengths of time. Pipe damaged during storage and handling shall be rejected.
- k) Pipe Laying
 - i) Each pipe shall be laid true to line and grade and in such manner as to form a close concentric joint with the adjoining pipe and to prevent sudden offsets of the flow line. As the work progresses, the interior of the water shall be cleared of all dirt and superfluous materials of every description. Where cleaning after laying is difficult because of small pipe size, a suitable swab or drag shall be kept in the pipe and pulled forward past each joint immediately after the jointing has been completed. Trenches shall be kept free of water and pipe shall not be laid when the condition of the trench or the weather is unsuitable for such work. At times when work is not in progress, open ends of pipe and fittings shall be securely and satisfactorily closed so that no trench water earth or other substance will enter the pipe or fittings.
 - ii) The water main shall maintain a minimum of 30 inches of cover at all times.

- iii) Pipe laying shall be performed in such a manner that no foreign material enters the pipe. The Engineer may require that before lowering pipe, heavy canvas bags be placed over each end, and left in place until joints are ready to be made. If water is in the trench, the seals shall remain in place until the trench is pumped completely dry. If conditions are unsuitable, no pipe shall be laid until satisfactory laying conditions are obtained in accordance with the above specified requirements.
- l) Pipe Jointing: Piping shall be jointed in accordance with the manufacturer's printed recommendations. Gaskets shall be firmly set within the bells and grooves as required. The manufacturer's recommended lubricant or an approved equal shall be applied for slip type joints.
 - i) Ductile Iron Pipe Joint Construction: The installation and jointing of ductile iron pipe shall generally conform to the applicable provisions of AWWA Standard Specifications C-600 for pipe laying.
 - ii) Where mechanical joint pipe is used, the surfaces which come in contact with the gasket shall be thoroughly brushed with a wire brush just prior to assembly. The gasket should be brushed with soapy water prior to installation to remove loose dirt and to lubricate gasket as it is forced into its retaining space.
 - iii) When tightening bolts, it is essential that the gland be brought up toward the pipe flange evenly. The bolts should be partially tightened; the bottom bolt first, then the top; next the bolts on either side; and last, the remaining bolts. Overstressing of bolts to compensate for poor installation will not be permitted. Bolt torque shall be in accordance with manufacturer's specifications.
 - iv) All joints of whatever type shall be completely water tight after being subjected to the required tests.
- m) Borings: Borings shall be accomplished in accordance with Mississippi State Highway Department Standards. The contractor shall provide all necessary sheeting, bracing, cribbing, supports and appurtenances to insure the proper line and grade throughout the entire length of the crossing.
 - i) Casing Pipe: Casing Pipe shall be installed as indicated on the Contract Drawings. Joints shall be completely welded to provide structural integrity and shall be watertight.
 - ii) Carrier Pipe: Carrier pipe may be any of the allowed options of piping. However, the piping and joints shall be capable of withstanding the stress exerted by pushing the pipe within the casing.

iii) Carrier Pipe Supports: Supports for the carrier pipe shall be as recommended by the manufacturer for such installation. Supports shall be spaced to adequately support the piping under all conditions.

iv) Casing Seal: The annulus between the casing and carrier pipe shall be sealed at each end by installing WMSON Type U end seals, as manufactured by T.D. Williamson, Inc. Tulsa, Oklahoma, or equal, in accordance with the instructions of the manufacturer of the seals.

6) SEPARATION of WATER and SEWER MAINS: The water and sewer specifications should state that the water line be constructed no less than 10 feet horizontally and 18" vertically with water line over sewer line. If those conditions cannot be met then they will be decided on a case by case basis.

7) TESTING

a) Ductile Iron Pipe

i) Field Inspection: The Engineer shall perform visual inspection of the material prior to placement by the Contractor. The Engineer may make non-destructive tests to determine the soundness of the pipe. The Contractor shall assist the Engineer in handling and moving the pipe as required.

ii) Material Test: Material test shall be conducted during the manufacturing process and the results shall be included as part of the submittals. No other material test shall be required.

b) Steel Casing Pipe Material test shall be included as part of the submittal. No other material test shall be required.

c) Compaction Tests

i) Compaction tests shall be performed in accordance with AASHTO T 191 or ASTM D 2922. Maximum compaction shall be determined in accordance with AASHTO T 99.

ii) Compaction tests for water pipe related work shall not be less than as follows:

NUMBER of COMPACTION TESTS AASHTO T-99, AASHTO T-191, or ASTM D 2922		
Stabilization Material	1	One per 100 C.Y.
Bedding material	2	One per 600 L.F.
Tamped Backfill	2	One per 600 L.F.

d) Hydrostatic Testing

i) After the pipe has been laid, all newly laid pipe or any valved section thereof shall be subjected to a hydrostatic pressure of at least 1.5 times the working pressure at the point of testing and not less than 1.25 times the working pressure along the test section, for a minimum of 2 hours.

ii) And all tests shall be in accordance with AWWA Standard C600, Section 4.

iii) Allowable leakage shall be no more than that determined by the following formula:

$$L = \frac{SD \sqrt{P}}{133,200}$$

iv) In which L is the allowable leakage in gallons per hour; S is the length of pipe tested in feet; D is the nominal diameter of the pipe, in inches; and P is the average test pressure during the leakage test in pounds per square inch.

v) These tests are to be made at the Contractor's expense and he is to provide all necessary fittings, equipment, appliances and any other necessary items to conduct the tests in a manner satisfactory to the ENGINEER. All costs incidental to conducting these tests are to be included in the prices bid for the various items of construction as no separate or extra compensation is to be allowed therefore. Record of testing is to be furnished to the OWNER.

8) CLEANING and STERILIZING

a) Before each section of work is placed in service, it shall be thoroughly flushed to remove any dirt or other foreign material from inside the lines; and the inside of the lines shall be sterilized by pumping into and through them as solution of chlorine of 50mg/l for 24 hours in such manner as to meet the requirements of the State Board of Health.

b) At least two (2) samples of chlorine free water, taken from each section shall be submitted to the State Board of Health for examination to determine if the system

is free from organisms of the Coli-Aerogenes group. If such samples are not negative from organisms of the Coli-Aerogenes group, the system shall be disinfected and re-disinfected in a manner meeting the requirements of the State Board of Health, until the system is freed of contamination.

- c) All water mains will be flushed, chlorinated and re-chlorinated until two (2) consecutive negative water samples are obtained by the Local Health Department. The samples shall be collected by the Certified Operator of the system or the Professional Engineer of the project.
- d) The CONTRACTOR shall be responsible for the conduct of all of the above defined activities, and any and all costs incident thereto shall be included in the prices bid for the various items of construction as no separate or extra compensation is to be allowed therefore.

9) WATER SERVICE

- a) Service pipe shall be $\frac{3}{4}$ " Polyethylene Plastic tubing meeting the following specifications:
 - i.) 200 PSI and complying with AWWA standards when tested by methods ASTM 1599, copper tube size (O.D.) farmable for use with standard heavy duty waterworks brass flare fittings.
 - ii.) Tubing shall comply with the standards and bear the seal of the National Sanitary Foundation.
 - iii.) All connections and fittings shall be Ford brand.

10) TRACER WIRE

a) Materials

- 1. General
 - i.) All trace wire and trace wire products shall be domestically manufactured in the U.S.A.
 - ii.) All trace wire shall have HDPE insulation intended for direct bury, color coated per APWA standard for the specific utility being marked, green for Sewer.

2. Trace wire

- i) Open Trench - Trace wire shall be #12 AWG Copper Clad Steel, High Strength with minimum 450 lb. break load, with minimum 30 mil HDPE insulation thickness.
- ii) Directional Drilling/Boring - Trace wire shall be #12 AWG Copper Clad Steel, Extra High Strength with minimum 1,150 lb. break load, with minimum 30 mil HDPE insulation thickness.
- iii) Pipe Bursting/Slip Lining - Trace wire shall be 7 x 7 Stranded Copper Clad Steel, Extreme Strength with 4,700 lb. break load, with minimum 50 mil HDPE insulation thickness.

3. Connectors

- i.) All mainline trace wires must be interconnected in intersections, at mainline tees and mainline crosses. At tees, the three wires shall be joined using a single 3-way lockable connector. At Crosses, the four wires shall be joined using a 4-way connector. Use of two 3-way connectors with a short jumper wire between them is an acceptable alternative.
- ii.) Direct bury wire connectors – shall include 3-way lockable connectors and mainline to lateral lug connectors specifically manufactured for use in underground trace wire installation. Connectors shall be dielectric silicon filled to seal out moisture and corrosion, and shall be installed in a manner so as to prevent any uninsulated wire exposure.
- iii.) Non-locking friction fit, twist on or taped connectors are prohibited.

4. Termination/Access

- i.) All trace wire termination points must utilize an approved trace wire access box (above ground access box or grade level/in-ground access box as applicable), specifically manufactured for this purpose.
- ii.) All grade level/in-ground access boxes shall be appropriately identified with "water" cast into the cap and be color coded.
- iii.) A minimum of 2 ft. of excess/slack wire is required in all trace wire access boxes after meeting final elevation.
- iv.) All trace wire access boxes must include a manually interruptible conductive/connective link between the terminal(s) for the trace wire connection and the terminal for the grounding anode wire connection.
- v.) Grounding anode wire shall be connected to the identified (or bottom) terminal on all access boxes.
- vi.) Service Laterals - Trace wire must terminate at an approved grade level/inground trace wire access box, located at the edge of the road right-of-way, and out of the roadway.
- vii.) Hydrants - Trace wire must terminate at an approved above-ground trace wire access box, properly affixed to the hydrant grade flange. (affixing with tape or plastic ties shall not be acceptable)
- viii.) Long-runs, in excess of 500 linear feet without service laterals or hydrants - Trace wire access must be provided utilizing an approved grade level/in-ground trace wire access box, located at the edge of the road right-of-way, and out of the roadway. The grade level/in-ground trace wire access box shall be delineated using a minimum 48" polyethylene marker post, color coded per APWA standard for the specific utility being marked.

5. Grounding

- i.) Trace wire must be properly grounded at all dead ends/stubs
- ii.) Grounding of trace wire shall be achieved by use of a drive-in magnesium grounding anode rod with a minimum of 20ft of #12 red HDPE insulated copper clad steel wire connected to anode (minimum 1.5 lb.) specifically manufactured for this purpose, and buried at the same elevation as the utility.
- iii.) When grounding the trace wire at dead ends/stubs, the grounding anode shall be installed in a direction 180 degrees opposite of the trace wire, at the maximum possible distance.
- iv.) When grounding the trace wire in areas where the trace wire is continuous and neither the mainline trace wire or the grounding anode wire will be terminated at/above grade, install grounding anode directly beneath and in-line with the trace wire. Do not coil excess wire from grounding anode. In this installation method, the grounding anode wire shall be trimmed to an appropriate length before connecting to trace wire with a mainline to lateral lug connector.
- v.) Where the anode wire will be connected to a trace wire access box, a minimum of 2 ft. of excess/slack wire is required after meeting final elevation.

b. Installation

1. General

- i.) Trace wire installation shall be performed in such a manner that allows proper access for connection of line tracing equipment, proper locating of wire without loss or deterioration of low frequency (512Hz) signal for distances in excess of 1,000 linear feet, and without distortion of signal caused by multiple wires being installed in close proximity to one another.
- ii.) Trace wire systems must be installed as a single continuous wire, except where using approved connectors. No looping or coiling of wire is allowed.
- iii.) Any damage occurring during installation of the trace wire must be immediately repaired by removing the damaged wire, and installing a new section of wire with approved connectors. Taping and/or spray coating shall not be allowed.
- iv.) Trace wire shall be installed at the bottom half of the pipe and secured (taped/tied) at 5' intervals.

- v.) Trace wire must be properly grounded as specified.
- vi.) Trace wire on all service laterals/stubs must terminate at an approved trace wire access box located directly above the utility, at the edge of the road right-of-way, but out of the roadway. (See Trace wire Termination/Access)
- vii.) At all mainline dead-ends, trace wire shall go to ground using an approved connection to a drive-in magnesium grounding anode rod, buried at the same depth as the trace wire. (See Grounding)
- viii.) Mainline trace wire shall not be connected to existing conductive pipes. Treat as a mainline dead-end, ground using an approved waterproof connection to a grounding anode buried at the same depth as the trace wire.
- ix.) All service lateral trace wires shall be a single wire, connected to the mainline trace wire using a mainline to lateral lug connector, installed without cutting/splicing the mainline trace wire.
- x.) In occurrences where an existing trace wire is encountered on an existing utility that is being extended or tied into, the new trace wire and existing trace wire shall be connected using approved splice connectors, and shall be properly grounded at the splice location as specified.

2. Water System

- i.) A mainline trace wire must be installed, with all service lateral trace wires properly connected to the mainline trace wire, to ensure full tracing/locating capabilities from a single connection point.
- ii.) Lay mainline trace wire continuously, by-passing around the outside of valves and fittings on the North or East side.
- iii.) Trace wire on all water service laterals must terminate at an approved trace wire access box color coded blue and located directly above the service lateral at the edge of road right of way.
- iv.) Above-ground tracer wire access boxes will be installed on all fire hydrants.
- v.) All conductive and non-conductive service lines shall include tracer wire.

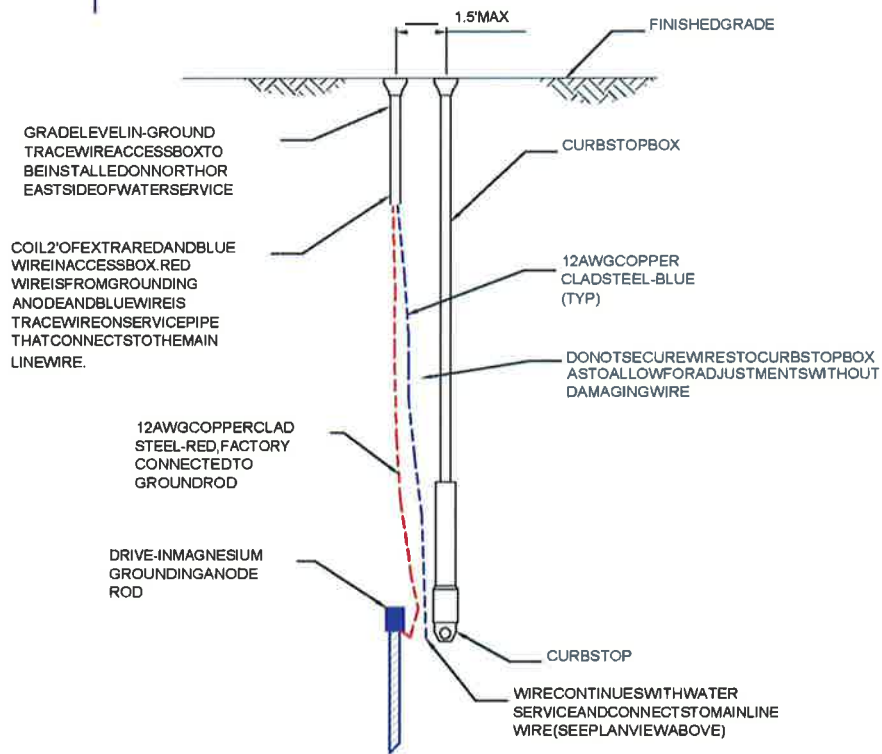
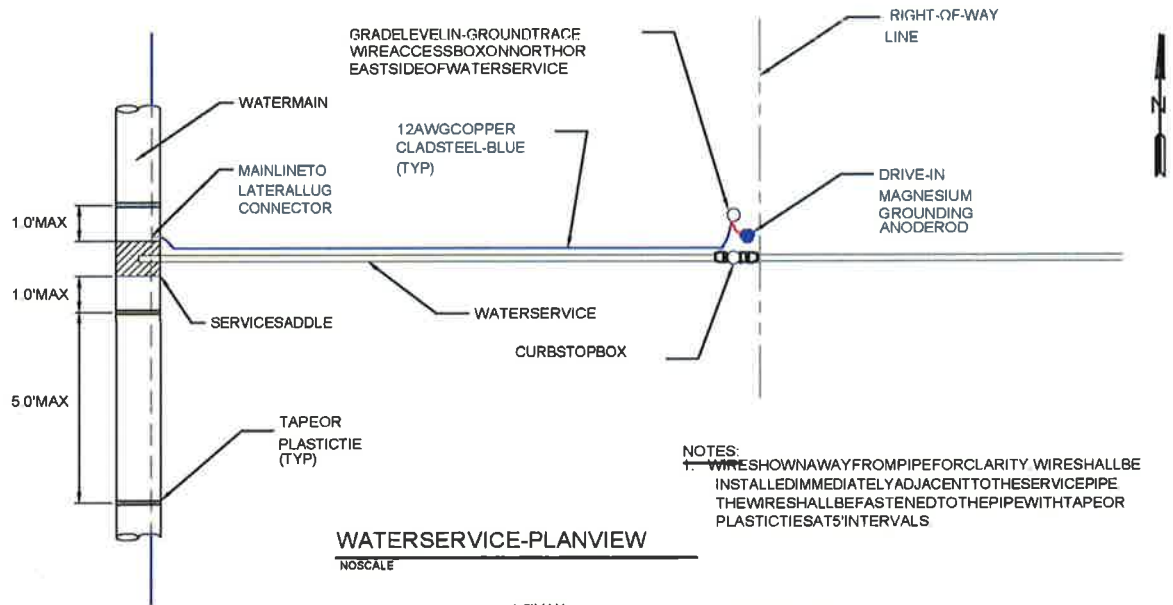
c. Prohibited Products and Methods

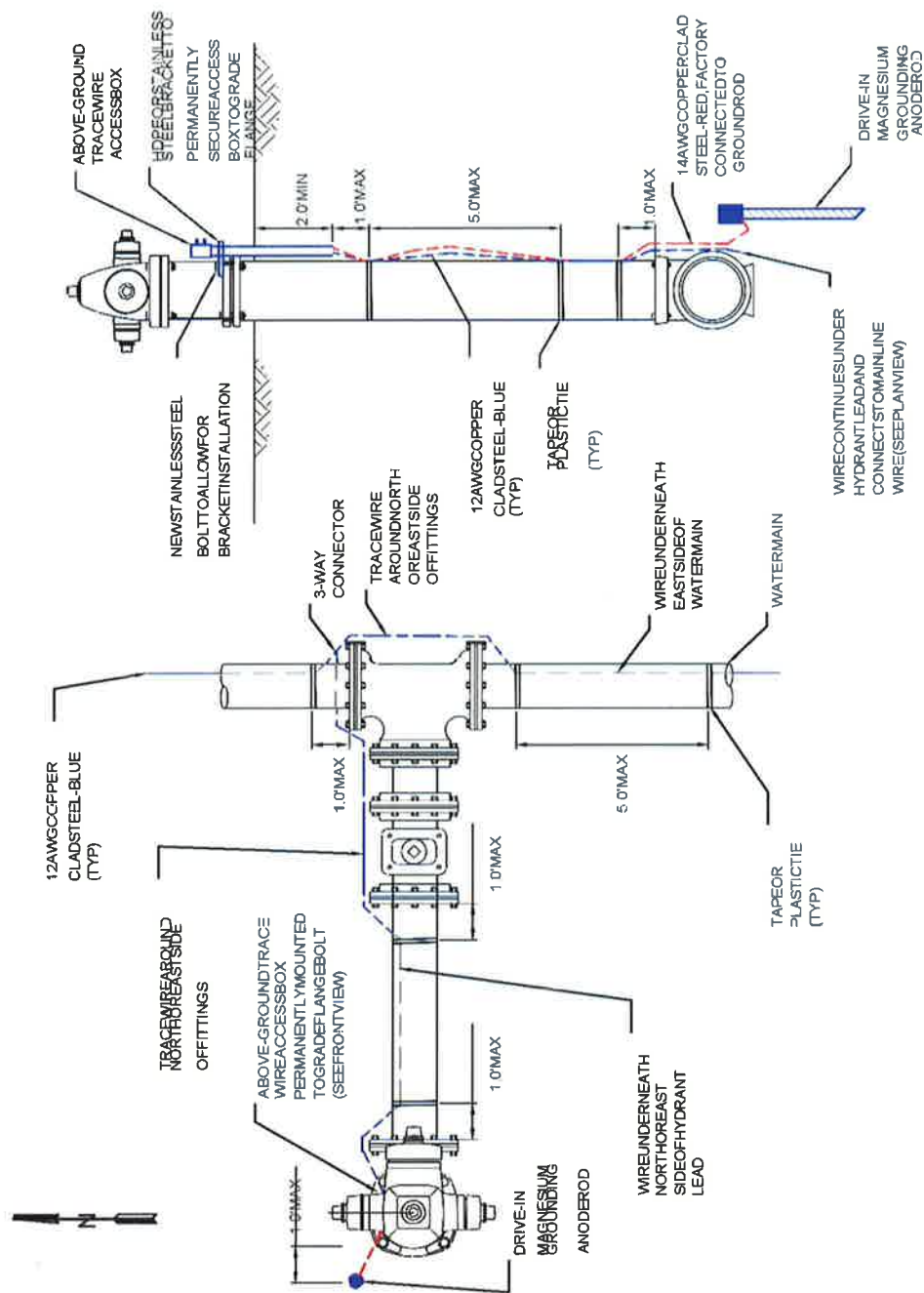
- 1. The following products and methods shall not be allowed or acceptable
 - i.) Uninsulated trace wire

- ii.) Trace wire insulations other than HDPE
- iii.) Trace wires not domestically manufactured
- iv.) Non locking, friction fit, twist on or taped connectors
- v.) Brass or copper ground rods
- vi.) Wire connections utilizing taping or spray-on waterproofing
- vii.) Looped wire or continuous wire installations, that has multiple wires laid side-by-side or in close proximity to one another
- viii.) Trace wire wrapped around the corresponding utility
- ix.) Brass fittings with trace wire connection lugs
- x.) Wire terminations within the roadway, i.e. in valve boxes, cleanouts, manholes, etc.
- xi.) Connecting trace wire to existing conductive utilities

d. Testing

1. All new trace wire installations shall be located using typical low frequency (512Hz) line tracing equipment, witnessed by the contractor, engineer and facility owner as applicable, prior to acceptance of ownership.
2. This verification shall be performed upon completion of rough grading and again prior to final acceptance of the project.
3. Continuity testing in lieu of actual line tracing shall not be accepted.





HYDRANT-SECTION VIEW
NO SCALE

HYDRANT-PLAN VIEW
NO SCALE

**RESTORATION of ROADS, DRIVEWAYS, FENCES, LAWNS, and OTHER
GRASSED AREAS**

- 1) **GENERAL:** The work under this item of work shall consist of furnishing all necessary materials, labor, supervision, tools, equipment and incidentals for the restoration of roads, driveways, fences, lawns and other grassed areas so as to provide satisfactory repair to all damage caused by general construction work. It is the intent of these Specifications to restore all such features to the general conditions that existed prior to construction activity insofar as practical. It is not the intention of this Specification that trees, which must be cut and removed, be restored. The Contractor is expected to be familiar with the overall area and be satisfied as to the materials required and level of effort needed to accomplish such restoration in accordance with this Specification.

- 2) **APPLICABLE PUBLICATIONS:** The following publications form a part of this specification and where referred to by basic designation only, are applicable to the extent indicated. The latest editions of the publications referenced shall apply to the work:
 - a) **AMERICAN ASSOCIATION of STATE HIGHWAY and TRANSPORTATION OFFICIALS (AASHTO):**
 - i) T 99 The Moisture Density Relations of Soils Using a 5.5lb. (2.5 kg) Rammer and a 12-inch (305 mm) Drop
 - ii) T 167 Compressive Strength of Bituminous Mixture
 - iii) T 191 Density of Soil In-Place by the Sand-Cone Method
 - iv) T 230 Determining Degree of Pavement Compaction of Bituminous Aggregate Mixtures
 - b) **AMERICAN SOCIETY for TESTING and MATERIALS (ASTM)**
 - i) D 2922 Density of Soil and Soil Aggregate in Place by the Nuclear Method (shallow depths)
 - c) **MISSISSIPPI DEPARTMENT of TRANSPORTATION (MDOT)**
 - i) Standard Specifications for Road and Bridge Construction, 2004 Edition
 - ii) Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD)

3) **SUBMITTALS:** Mix Designs: Design mix will be provided by Contractor and approved by Engineer prior to production of asphalt.

4) **MATERIALS**

a) 4.1 Subbase and Base Courses: Subbase and base courses under paved areas shall be as specified in MSHD Specification, Section 300.

b) 4.2 Prime Coat: Prime coat shall consist of Grade MC-30 or Grade MS-70 in accordance with the applicable requirements of MDOT Specification Section 408.

c) Bituminous Pavement: Bituminous Pavement for roadway and parking areas, wearing and binder courses shall consist of a mix in accordance with MDOT Specifications Section 403.

d) Materials shall conform to the following subsection of MDOT, Specifications Sections 702 and 703.

i) Bituminous Materials (AC-20) 702.01

ii) Aggregate

iii) BC-1 Binder Course

iv) SC-1 for Surface Course

v) Filler 703.14

vi) Topsoil: Topsoil shall be in accordance with Technical Specifications - SEEDING and SODDING.

vii) Seeding and Sodding: Seeding and sodding operations shall be in accordance with Technical Specifications - "SEEDING and SODDING."

5) **CONSTRUCTION**

a) Maintenance of Traffic

i) Prior to limiting or restricting traffic on any street or road, the Contractor shall obtain permission from the City of Hattiesburg. Through or local traffic shall at all times be accommodated by the use of temporary approaches, crossings or detours (if allowed by the City of Hattiesburg). Satisfactory (to the Property Owner) ingress and egress to any public or private property shall be properly maintained. Proper barricades, signs and

detour signs shall be provided by the Contractor to adequately warn motorists of obstructions ahead. Lighted (flashing) barricades shall be used at night.

- ii) Flagmen shall be provided to direct traffic around equipment and for one way movement of traffic around equipment and for one way movement of vehicles. The Contractor may have to stop construction and restore full traffic during certain rush hours.
- iii) The Contractor shall at all times (unless otherwise permitted in writing by the City of Hattiesburg) maintain open one lane to traffic during construction operations and restore roadways to two-way traffic during non-construction hours.

b) Repair of Asphalt; Concrete Streets; Driveways; Parking Lots

i) Removal and Earthwork:

(1) The existing asphalt pavement shall be uniformly saw cut on straight lines and the material shall be removed. Other methods of cutting the existing asphalt surface which will result in a uniform straightedge similar to a sawed cut may be acceptable. Upon completion of the pipe laying, select backfill shall be placed in the excavation in maximum 8-inch lifts and compacted to at least 90% of maximum laboratory density to within one foot of the top subgrade and to 95% of maximum laboratory density in the upper one foot of the subgrade.

(2) Maximum density of typical select backfill material shall be determined in accordance with AASHTO T 191 or ASTM D 2922. Portable mechanical tampers or vibratory compactors shall be used in the trenches. Rollers may be used at street level. Existing base and asphalt surfaces which become undermined during construction shall be removed until firm undisturbed subgrade is reached.

c) Asphaltic Base: Asphaltic base shall be constructed in accordance with MSHD Specification, Section 300.

- i) Prime Coat: Prime coat shall be applied to exposed existing base material prior to overlay with asphaltic base course in accordance with MSHD Specification, Section 408.
- ii) Tack Coat: Tack coat shall be applied to existing or new asphaltic wearing course and asphaltic base, or concrete which is to require asphalt wearing course.

- iii) Asphalt Wearing Course: Placement and compaction of the bituminous pavement shall be in accordance with MSHD Specification Section 403.03.
 - iv) Utilities: All utility covers excavated during removal of streets, driveways, parking lots shall be restored to finished grade.
- d) Driveways and Sidewalks:
- i) Driveways and sidewalks shall be repaired in similar manner to the original construction. Asphalt drives shall be saw cut where required and repaired in accordance with Paragraph 6(b) of this Specification. Concrete drives shall be saw cut or removed to the next joint. The minimum thickness for concrete driveway repair is 6 inches and for sidewalks is four (4) inches.
 - ii) Concrete surfaces shall be properly tooled and receive a broom finish. Installation (if required) of new driveway drainage culvert shall be made only at the direction of the Engineer. The Contractor shall take all reasonable precautions to allow for reuse of existing drainage culverts.
- e) Repair to Gravel Roads: Gravel roads shall be backfilled and compacted in accordance with Paragraph 6(b) of this Specification. The final surface shall consist of 12-inch in-place compacted clay gravel. Compaction shall be to 100% of maximum laboratory density in accordance with AASHTOT 99.
- f) Repair to Lawns:
- i) General: The Contractor shall exercise extreme care to minimize damage to improved lawns. Trees and shrubs within the limits of work shall be removed only for essential construction requirements. Any shrubs, which are removed or damaged, shall be replaced by satisfactory (to the Property Owner) planting by the contractor. Any grass seed areas, roads, streets, driveways, culverts, fences, water lines, metal boxes or other items (excluding trees unavoidably cut) which are damaged by the Contractor, shall be satisfactorily restored by Contractor. Acceptance of improved lawn repairs shall be based on the firm establishment of live stand of grasses and live growth of any replanted and acceptable shrubs. The Contractor shall water and fertilize such areas until healthy growth of grass (and shrubs, if applicable) are attained
 - ii) Grading: The surface areas shall receive finish grading so the finish topsoil surface (after settlement) will meet the existing contour grade of the area prior to construction. The natural drainage during and after construction shall not be altered so as to cause adverse effects to adjoining properties.
 - iii) Topsoil: The Contractor shall strip topsoil and sod and stockpile for later

use. Upon completion of trenching over the area. Additional topsoil shall be furnished if required (at no additional cost) to provide a uniform thickness of 3 inches. Lime at a rate of 1 - 1/2 tons per acre and fertilizer (13-13-13) at a rate of 800 pounds per acre shall be applied as needed to further establish grass growth.

iv) Grassing: Grass seed, sprigs, or sod similar to the existing lawn grasses shall be planted in accordance with the supplier's recommendations. Winter cover grasses such as rye grass shall be applied (in addition to planting the permanent grasses) if seeding, sprigging, or sodding is done at a time of year when the permanent grasses will not actively grow. The type(s) of permanent grasses shall be the same as the grass(es) in the damaged lawns. If the lawn repairs are accomplished between September 1 and March 1, the Contractor shall continue the restoration work during the next period of March 15 and April 5 and mow the grass and continue the restoration until satisfactory growth of the permanent grass (es) is obtained. Such additional restoration work shall include the 1 - 1/2 tons of lime per acre, application of 13-13-13 fertilizer at a rate of 800 pounds per acre and replanting and watering permanent grass as necessary to obtain satisfactory (to Engineer) growth. No time will be charged against the Contract Time for any such additional restoration work.

v) Sodding: Sodding shall be in accordance with Technical Specifications - SEEDING and SODDING.

q) Erosion Control:

i) During all phases of construction, the Contractor shall adequately protect all work from adverse erosion. Soil shall not be allowed to flow off the limits of work area. The Contractor shall employ the use of ditch checks, matting, temporary grass cover, blankets, or other measures to control erosion. The Contractor shall be responsible to correct damage caused by erosion.

ii) During the construction of this project, all work areas will be strictly monitored. All trench lines will be kept in excellent condition, all streets and drives will receive careful maintenance, keeping potholes and settled areas filled in. Dust control is essential and will also be strictly monitored.

h) General Grassing of Unimproved Areas

i) General: The Contractor shall seed and establish grass growth in all disturbed areas in unimproved areas (to include pastures and roadsides). Acceptance of the grass cover shall be based upon the firm establishment of a live stand of grass. The contractor shall water such grass if natural rainfall fails to adequately provide moisture. On slope and

other areas subject to erosion, grassing shall be accomplished as soon as practical (within 48 hours unless weather is prohibiting) after finish grading operations.

- ii) Grading: The surface area shall receive finish grading so the finish topsoil surface (after settlement) will meet the existing contour grade of the area prior to construction. The natural drainage during and after construction shall not be altered so as to cause adverse effects to adjoining properties.
- iii) Topsoil: The Contractor shall remove existing topsoil and stockpile for later use. Upon completion of backfilling (to establish contours as before construction), the topsoil shall be uniformly spread back over the area. The Engineer may require additional topsoil be furnished by the Contractor, if in the opinion of the Engineer, adequate provisions and efforts were not made by the Contractor to stockpile and re-use existing topsoil material.
- iv) Fertilizer and Agricultural Limestone: The Contractor shall uniformly apply 800 lbs. per acre of 13-13-13 fertilizer and also apply two (2) tons per acre of agricultural limestone to the area to be seeded. The fertilizer and limestone shall be tilled into the soil to a depth of four (4) inches.
- v) Seeding: Seed shall be uniformly sown in accordance with Technical Specification - SEEDING and SODDING.
- vi) Sodding: Sod shall be placed in accordance with Technical Specification - SEEDING and SODDING.
- i) Mulch Cover: Erosion prone areas such as steep slopes and highway shoulders shall receive a layer of loose straw mulch or equivalent at the rate of one and one-half (1-1/2) tons per acre. The mulch cover shall be established by the application of emulsified asphalt or by "crimping" parts of the material into the soil.
- j) Miscellaneous Items: Items such as fences, gates, headwalls, paved ditches, and other items shall be replaced or repaired as required for restoration. Should additional fencing material be required, new post and new wire of similar size, type and gauge shall be provided and installed.
- k) General Care: Reasonable care shall be taken during construction to avoid damage to vegetation. Ornamental shrubbery and tree branches shall be temporarily tied back, where appropriate, to minimize damage. Trees, which do not have to be removed in the opinion of the Engineer, and which receive damage to branches shall be trimmed of those branches to improve the appearance of the tree. Tree trunks receiving damage from equipment shall be

treated with a tree dressing.

6) TESTING

- a) General: All sampling and testing shall be accomplished by the testing laboratory approved by the Owner and employed by the Contractor to perform such services. Results shall be immediately forwarded to the Engineer by the Contractor.
- b) Earthwork: Earthwork directly involved with road and street repair shall be tested as follows:
 - i) Moisture Density Relationship (Standard Proctors): Two tests of sampled native material shall be required.
 - ii) Tests shall be in accordance with AASHTO T 99.
 - iii) Field Density: A minimum of two and a maximum of four field density tests shall be required. Density tests shall be in accordance with AASHTO T 191 or ASTM D 2922
 - iv) Topsoil: Two pH tests and two organic content tests (wet combustion method) will be required.

SEEDING and SODDING

- 1) **DESCRIPTION:** This item consists of furnishing all labor, supervision, materials, tools, incidentals and equipment and performing all work for top soiling, tilling, fertilizing, seeding, watering, and otherwise establishing, protecting and maintaining seeded and sodded areas as required by the Contract Drawings and these specifications, and including repair, re-fertilizing and reseeding as required until final inspection and acceptance of the project.
- 2) **SUBMITTALS:** Certificates for fertilizer, limestone, seed.
- 3) **MATERIALS**
 - a) **Topsoil:** Topsoil shall be the surface layer of soil that is stockpiled by the Contractor during stripping and/or excavation on the site. The topsoil shall be free of subsoil, clay, lumps, stones, brush or seed. Topsoil shall have a pH value of not less than 4.5 or more than 8.0.
 - b) **Lime:** Lime shall be ground limestone containing not less than 80% of total carbonates and shall be ground to such fineness that 80% will pass through a No. 10 mesh sieve and 40% will pass through a No. 40 mesh sieve.
 - c) **Fertilizer:** Fertilizer shall be water soluble commercial carriers of available plant food elements or combinations thereof, as stated herein and shall conform to the applicable state fertilizer laws. They shall be uniform in composition, dry, and free flowing materials in condition for application by suitable equipment. The fertilizer shall be delivered in standard bags or other convenient standard containers, each fully labeled with manufacturer's guaranteed analysis. Any fertilizer shall contain not less than the percentages by weight of the ingredients set out as follows: (1) Nitrogen, 13% (2) Phosphorous P O, 13%, (3) Potash K C, 13%. Invoices for fertilizer will show the kind and have analysis furnished.
 - d) **Seed:** Seeds with a minimum pure live seed content of 90% shall be used. They shall be of the best grade and of known vitality, purity, and germination and shall be delivered in containers bearing seed tags as required by law showing percentages of germination content and purity of seed as well as percentages of weed seed content.
 - i) All seeds shall be free of wild onion, Canadian thistle, Johnson grass, crab grass or other seeds of noxious weeds. All seeds shall be furnished in standard containers, or as acceptable to the Engineer. Seed which has become wet, moldy or otherwise damaged in transit or storage will not be acceptable.

Purity, Germination, and Planting Schedule			
Spring and Summer Seeding (March 1 to September 1)			
Name	Percent Purity	Percent Germination	Mix (dry wt. lbs.) per Acre
Hulled Bermuda	95	90	20
Pensacola Bahia	95	90	30
TOTAL			50
Fall and Winter Seeding (September 1 to March 1)			
Name	Percent Purity	Percent Germination	Mix (dry wt. lbs.) per Acre
Unhulled Bermuda	95	90	20
Pensacola Bahia	95	90	30
Rye	95	85	15
Crimson Clover	95	85	8
TOTAL			73

- ii) Seeding in Existing Lawns: Grass seeds for existing lawns shall be the same as the existing grass.
- c) Leguminous Inoculants: Inoculation media containing live nitrogen-fixing bacteria shall be supplied with all legume seed. The inoculants shall be standard, pure culture of nitrogen-fixing bacteria. Each kind of legume will require cultural bacteria that are adapted to that particular kind of seed. The bacteria shall be supplied in convenient containers seed. The bacteria shall be supplied inconvenient containers of a proper size to treat the amount of seed to be planted. The legume seeds shall be treated according to the directions, and before the expiration date for use of the media shown on the container.
- i) Soil for Repairs: for fills or areas to be repaired, soil shall be topsoil of a least equal quality to that which exists in areas adjacent to the area to be repaired.
- f) Water: Water shall be free from oil, acid, alkali, salt, and other substances harmful to growth of grass, and shall be from a source accepted prior to use.
- g) Solid Sod: Bermuda or Carpet Grass and shall be native to the locality of the work and shall, when placed be live, fresh, growing grass with at least two and one-half (2-1/2) inches of soil adhering firmly to the roots. The sod shall be reasonably free from obnoxious weeds or other grasses, and shall not contain

any matter deleterious to its growth; or which might affect its subsistence or hardness when transplanted. The sod shall be in blocks at least 3"x 8", and free from ragged edges.

4) INSPECTION AND TESTS

- a) Fertilizer and Limestones: Duplicate copies of material invoices shall be furnished to the Engineer. Invoices shall show quantities and grade of fertilizer, quantity of limestone, percentages of calcium carbonate and magnesium carbonate, as applicable, and the percentages of limestone that pass the No. 40 and the No. 10 mesh sieves. Samples of each lot of fertilizer and limestone shall be furnished for testing. Upon completion of project a final check of total quantities of fertilizer and limestone used will be made against total area treated, and if minimum rates of application have not been met, additional quantities of these materials to make up minimum application specified shall be distributed.
- b) Seed: Contractor shall furnish to the Engineer duplicate signed copies of statement(s) from vendor(s), certifying that each container of seed delivered is labeled in accordance with Federal Seed Act and is at least equal to requirements specified therein. This certification shall be obtained from vendor and shall be furnished before application.

5) PREPARATION of GROUND SURFACE

- a) General: Equipment, in good operating condition, shall be used for the proper preparation of the ground and for handling and placing all materials. Equipment shall be acceptable before work is started.
- b) Top soiling: Topsoil shall be obtained from job site stockpiles formed during stripping and/or excavation operations and shall be free from subsoil, clay lumps, stones, brush, grasses or weeds, excess acids or alkali, or any other material to subsequent, smooth, grading, planting, and maintenance operations.
- c) Grading: Previously established grades shall be maintained on the areas to be treated in a true and even condition; necessary repairs shall be made to previously graded areas by means of graders or other approved equipment.
- d) Tillage: After the areas required to be treated have been brought to the grades shown, the soil shall be tilled to a depth of at least 4 inches by plowing, disking, harrowing, or other acceptable operations until the condition of the soil is acceptable. The work shall be performed only during period when beneficial results are likely to be obtained. When drought, excessive moisture, or other unsatisfactory conditions prevail, the work shall be stopped when directed. Undulations or irregularities in the surface shall be leveled before the next

specified operation.

6) APPLICATION of FERTILIZER and LIMESTONE

- a) Pre-planting fertilization of areas to be seeded: Fertilizer shall be distributed uniformly at a rate of 800 pounds per acre over areas to be seeded and shall be mixed into the soil to a depth of at least 4 inches by disking, harrowing, or other acceptable methods. Application of fertilizer may be part of the operation specified in Section 5.4: TILLAGE of these specifications.
- b) Liming: Immediately following or simultaneously with incorporation of fertilizer, limestone shall be distributed uniformly at a rate of 4000 pounds per acre, and shall be mixed into the soil to a depth of at least 4 inches by disking, harrowing, or other acceptable methods. Application of limestone along with fertilizer may be part of the operation specified in Section 5.4: TILLAGE of these specifications.
- c) Leveling: Surface irregularities resulting from tillage, fertilizing, liming, or other operations shall be leveled before seeding.
- d) Post-planting fertilization: From 40 to 60 days after seeding, ammonium nitrate or its nitrogen equivalent shall be applied uniformly at a rate of 225 pounds per acre over areas seeded. Fertilizer shall be applied when grass blades are dry to minimize burning. The planted area shall be watered to thoroughly moisten the upper 6 inches of the soil surface after the fertilizer is applied.

7) PLANTING SEED

- a) General: A satisfactory method of sowing shall be employed; using approved mechanical power-drawn drills or seeders, or other approved methods. When drills are used, markers or other means shall be provided to ensure that the successive seeded strips will overlap or be separated by a space no greater than 6 inches. When delays in operations extend the work beyond the most favorable planting season for species designated or when conditions are such by reason of drought, high winds, excessive moisture, or other factors that satisfactory results are not likely to be obtained, work shall be halted as directed and resumed only when conditions are favorable or when approved alternate or corrective measure and procedures have been effected. If inspection during or after seeding operations indicates that strips wider than 6 inches have been left unplanted or other areas skipped, additional seed shall be sown.
- b) Broadcast Seeding: Seeding shall be broadcast either by hand or with acceptable seeding equipment, in combination with fertilizer, or with other acceptable sowing equipment. Seed shall be distributed uniformly over designated areas. Half of the seed shall be sown with sower moving at right

angles to first sowing. Seed shall be covered to an average depth of 1/4 inches by brush harrow, spiketooth harrow, chain harrow, cultipacker, hand rake with wood tines, or another approved device. Seed shall not be broadcast during windy weather.

- c) Drill Seeding: Drill seeding shall be accomplished with approved equipment with drills set not more than 6 inches apart. Seed shall be sown uniformly over designated areas to average depth of 1/4 inch.
 - d) Sodding: All solid sod shall be procured areas where the soil is fertile and contains a high percentage of loamy topsoil, and from areas that have been grazed or mowed sufficiently to form a dense turf.
 - e) Mechanical devices, such as sod cutter, may be used for cutting the sod into strips or blocks. Care shall be exercised at all times to retain the native soil on the roots of the sod during the process of excavating, hauling and planting.
 - f) The solid sod blocks shall be transplanted within 24 hours from the time of cutting, unless they are stacked at their destination in a manner satisfactory to the Engineer. All solid sod in stacks shall be kept moist and protected from exposure to the air and sun, and from freezing. In no event shall more than two (2) days elapse between the cutting and planting of the solid sod.
 - g) Solid sod shall be planted during the period between March 1st and December 15th, unless written permission is given by the Engineer to extend the planting season. The solid sod shall be placed on the prepared surface with the edges in close contact. All cracks between blocks of solid sod shall be closed with small pieces of fresh sod and all cracks too small for sod shall be filled by a light dressing of topsoil. The entire sodded area shall then be compacted and watered to the satisfaction of the Engineer. Rollers, hand tamps or other approved equipment may be used for compacting.
 - h) Surfaces of solid sodding which, in the opinion of the Engineer, may slide due to the height and slope of the surface or nature of the soil, shall, upon direction of the Engineer, be "pegged" with wooden pegs driven through the sod blocks into firm earth, sufficiently close to hold the sod in place.
- 8) MAINTENANCE: Seeded areas shall be maintained until all work or designated portions thereof have been completed and accepted. Tall grass and weeds that tend to impede the desired grass species shall be mowed, and any damage resulting from these operations shall be repaired at the Contractor's expense.

9) ESTABLISHMENT of GROWTH

- a) General: The Contractor shall be responsible for proper care of seeded areas

while grass is becoming established for three (3) months after completion of treatment on the entire project, unless desired cover is established in a shorter period of time and the Owner shortens responsibility period. The Contractor shall be responsible for providing a satisfactory stand of grass. A satisfactory stand of grass is determined as a cover of living grass in which gaps larger than 12 inches square do not occur as determined by an acceptance inspection made at the end of the maintenance period. Maintenance work shall be performed at the Contractor's expense.

- b) **Mowing:** Seeded and sodded areas shall be mowed with acceptable mowing equipment to a height of about 4 inches when average height of grass becomes about 8 inches. When amount of cut grass is heavy, grass shall be removed to prevent destruction of underlying turf. If weeds or other undesirable vegetation threatens to impede the growth of planted species, such vegetation shall be mowed, or in case of excessive growth, shall be uprooted, raked and removed from area.
- c) **Re-fertilizing:** The Contractor will determine areas needing re-fertilization at least 15 days before application is required. Fertilization shall be distributed on designated area during periods when grass is dry. 13-13-13 grade fertilizer shall be applied uniformly at a rate of 800 pounds per acre. Fertilizer conforming to physical condition, packaging and marking as specified hereinbefore shall be provided.
- d) **Reseeding:** The Contractor will determine areas requiring reseeding at least 15 days before period specified for reseeding. Seed specified hereinbefore shall be drilled at rates hereinbefore specified, in a manner that will cause minimum disturbance to existing stand of grass, and at an angle of not less than 15 degrees from direction of previously seeded rows.

FIRE HYDRANT

- 1) **GENERAL:** Fire hydrants shall comply in all respects with AWWA Standard C-502, latest revision. Fire hydrants shall be of the compression type, with the main valve opening against the pressure and closing with the pressure. The main valve opening shall be 5 1/4" in diameter. Fire Hydrant shall be of a dry barrel, dry top design. The nozzle section shall consist of two (2) hose nozzles and one (1) pumper nozzle or other as specified.
- 2) **RATING:** Fire hydrants shall be rated at 250 psi water working pressure, tested at 500 pounds hydrostatic for structural soundness in the following manner: 500-pound hydrostatic test supplied from the inlet side, first with the main valve closed for the testing of the valve seat: second, with the main valve open for testing of the drain valves and the hydrant barrel. Testing to be complete in accordance with AWWA C-502 and ULFM requirements.
- 3) **END CONFIGURATION:** Hydrants shall be connected to the main by a 6" fusion bonded, epoxy coated mechanical joint shoe. Mechanical joint shoes shall be fitted with strapping lugs.
- 4) **DESIGN**
 - a) The main valve seat of the hydrant shall be made of rubber and be supported by a one-piece bronze top plate / drain valve mechanism. Drain valves shall be faced with rubber. The bottom stem threads of the main valve rod shall be fitted with an epoxy coated, cast iron bottom plate, sealing lower rod threads from the water.
 - b) Changes in size or shape of the waterway (hydrant nozzles) shall be accomplished by means of easy curves. Exclusive of the main valve opening, the net area of the waterway of the barrel and the foot piece at the smallest part shall not be less than 120% of that of the net opening of the main valve.
 - c) Hose and pumper nozzles shall be threaded and screwed into the nozzle section and then mechanically locked to prevent turning.
 - d) Hose and pumper caps shall be chained to the hydrant
 - e) The hydrant shall be so designed that when it is in place, no excavation will be required to remove the main valve and movable parts of the drain valve. Further, the hydrant shall be of the type that can be extended without excavating.
 - f) Hydrants shall be so designed that, in the event of accident, or breaking of the hydrant above or near grade level; the main valve will remain closed.
 - g) The main valve rod shall be made in two parts and fitted with breakable coupling at

the ground line flange.

- h) The ground line connection between nozzle section and the barrel shall incorporate the use of a traffic flange. This connection shall be so designed that the nozzle section can be rotated in any increment of 360°. The ground line connection between the barrel and nozzle sections shall have a rubber o-ring gasket to provide a seal.
- i) The operating threads of the hydrant shall be so designed as to avoid the working of any iron or steel parts against either iron or steel. The operating stem and operating nut threads shall be square or acme type.
- j) The operating thread shall be lubricated at factory with food grade grease. Access shall be provided to field lubricate the operating mechanism.
- k) The operating thread shall be sealed from water at all times when the valve is either in the opened or closed position. The operating rod shall be bronze sheathed where it passes through the double "O" ring seal in the bonnet.
- l) The bonnet shall be weather proof and utilize a weather shield integral with the external wrench operating nut.
- m) The operating nut shall be made of bronze with a self-lubricating design.
- n) Hydrants shall be of the dry barrel type and the hydrant shoe shall have two positive acting non-corrosive drain valves that shall drain the hydrant completely by opening when the main valve is closed, and close tightly in accordance with AWWA C-502 requirements when main valve is open.
- o) The main valve assembly shall be seated in the hydrant with a bronze-to-bronze interface to facilitate removal of the main valve, should maintenance be required. The nozzle section shall consist of two-2 1/2" hose nozzles to the specified thread designation (NST) and one pumper nozzle 4 1/2" in diameter to the specified thread designation (NST), or other combination of nozzle outlets, including independent hose gate valves, as shown on the plans.
- p) Two O-ring seals shall be utilized where the main hydrant rod passes through the 1 piece bonnet.
- q) Hydrant standpipe shall be ductile iron and single piece for all bury depths.
- r) All like parts of hydrants of the same size and model produced by the same manufacturer shall be interchangeable.
- s) Hydrant shall open by turning to the left. The direction of opening is to be

permanently marked on the hydrant bonnet.

- t) Threads on hose and steamer nozzles shall be National Standard unless otherwise specified.
- u) Size and shape of operating nuts cap nuts shall conform to National Standard unless otherwise specified.
- v) Bury shall be a minimum of three (3) feet measuring depth from grade line to bottom of trench or connecting pipe.
- w) Auxiliary shut-off (isolation) gate valves, when required, shall be of the same manufacture as the hydrant.

5) COATING

- a) The inside of all hydrants shall be coated in accordance with AWWA standards except for bronze and threaded machined surfaces. Exterior on hydrant nozzle section shall be painted Fire Hydrant Red (or other as shown on the plans).
- b) Hydrant shoes shall have an interior and exterior thermosetting epoxy coating of 5 to 6 mils meeting AWWA C550.

6) MARKINGS: Hydrant shall be marked with the name of the manufacturer, size of valve opening, direction of opening and the year of manufacture all in accordance with the AWWA C-502.

SOURCE: Hydrants shall be M&H Model 129, Mueller Super Centurion 250, or the American Flow Control.



City of Hattiesburg, MS

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

Master

File Number: 2017-576

File ID: 2017-576

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 07/31/2017

Brief Title: Purchase of 2 Quick Deploy Units from Supercircuits for HPD.

Final Action: 08/08/2017

Minute Book Number: MB2017-335

Title:

Approve the purchase of two (2) Quick Deploy units from Supercircuits for the Hattiesburg Police Department in the amount of \$7,819.20 as a sole source purchase. Supercircuits is the sole manufacturer and market provider for these specific devices.

Notes:

Agenda Date: 08/08/2017

Indexes:

Agenda Number: VI.-8

Sponsors:

Enactment Date:

Attachments: Sole Source - Supercircuits

Enactment Number:

Contact:

Meeting Date: 08/08/2017

Drafter: Tammy Leggett

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/08/2017	Approve				Pass
Action Text: A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Approve the purchase of two (2) Quick Deploy units from Supercircuits for the Hattiesburg Police Department in the amount of \$7,819.20 as a sole source purchase. Supercircuits is the sole manufacturer and market provider for these specific devices.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							
Yea: 5 Council Member George Council Member Delgado Council President Carroll Council Vice President Dryden Council Member Brown							

Text of Legislative File 2017-576

Title

Approve the purchase of two (2) Quick Deploy units from Supercircuits for the Hattiesburg Police Department in the amount of \$7,819.20 as a sole source purchase. Supercircuits is the sole manufacturer and market provider for these specific devices.

Summary

Approve the purchase of two (2) Quick Deploy units from Supercircuits for the Hattiesburg Police Department in the amount of \$7,819.20 as a sole source purchase. Supercircuits is the sole manufacturer and market provider for these specific devices.

Budget Information

Expenditure Type

Purchasing Item

Publication Information



THE CITY OF HATTIESBURG

One of America's Great Small Cities!

Anthony Parker, Chief of Police

July 21, 2017

To Mayor and City Council

RE: Super Circuits Quick Deploy System

Our Police Department is requesting the purchase of two (2) Bait Car System from the vendor Supercircuits. This system is needed to help with the reduction of Grand Larceny Auto Crimes.

Other companies make a similar systems; however, the Supercircuits system allows our users the ability to quick deploy into other vehicles to be used as a bait car. The competitor's version of this system does not offer this selective form of product saving. This product is only available through Supercircuits, due to the patent of the product being owned by this company.

Please consider this a sole source request as no comparative or competitive quotations can be obtained. Supercircuits is the sole manufacturer and exclusive distributor of this product.

Sincerely,

Anthony Parker
Chief of Police

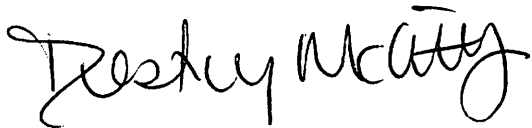
To: Chief Anthony Parker

From: Destiny McGinty

Re: Sole Source Product

For your information and review, I have done extensive research and was unable to find another vendor that could provide the needed material along with the capability to connect with the current provider. Super Circuits Quick Deploy System was the only vendor that I was able to locate.

Sincerely,

A handwritten signature in black ink, appearing to read "Destiny McGinty". The script is fluid and cursive, with the first name "Destiny" written in a larger, more prominent style than the last name "McGinty".

Destiny McGinty

SUPERCIRCUITS

SUPERCIRCUITS, INC.
11000 N Mopac Expwy 300
Austin, Texas 78759
(512) 427-8447 TEL
(866) 936-7257 FAX
WWW.SUPERCIRCUITS.COM

July 6th, 2017

Branden McLemore
Hattiesburg Police Department

Dear Mr. McLemore -

The CVTQKDPLY02 Quick Deploy unit listed on Supercircuits quote number 9274592 represents a unique and customized surveillance solution for integration into vehicle platforms. These systems are designed, tested, and manufactured in our production facility in Austin, Texas, to meet the specifications we have developed in conjunction with our Law Enforcement customers. The units have been developed and tested to ensure the interoperability of all embedded components and available accessories, and are designed to be compatible with the vehicles and unique environments experienced in law enforcement operations. For the Hattiesburg Police Department, the CVTQKDPLY02 kits are configured to be compatible with Verizon Cellular Service as an exclusive cellular networking provider.

Because of the design, development, and manufacturing elements of the Supercircuits Quick Deploy systems, Supercircuits is the sole market provider for these specific devices.

Please feel free to contact us with any questions at the above numbers.

Sincerely,

James Kingham
Law Enforcement / Gov Sales Manager
SUPERCIRCUITS
James.Kingham@scx.com
(512) 427-8447

COVERT VEHICLE SURVEILLANCE SYSTEMS AND AUTO THEFT PREVENTION

Quick Deploy Package

Supercircuits' Quick Deploy package is a first-of-its-kind solution in the industry. Built to respond to demand from Law Enforcement officers for a portable vehicle surveillance option, our self-contained Quick Deploy solution easily connects to pre-configured vehicles in any location. This makes it possible to strategically deploy any vehicle from your fleet at a moment's notice, or perform a quick field setup as needed.

Portable and Rugged

The components used in Supercircuits' Quick Deploy covert vehicle surveillance kits are designed to meet the rigorous demands of 24/7 surveillance environments.

Quick Deploy features and capabilities:

- » Plug-and-play design allows a single DVR kit to be used for multiple pre-configured vehicles and other applications
- » Multiple AGM and Lithium battery options enable the surveillance solution to be deployed anywhere
- » Up to 4-camera "Live View" video feeds are available with iOS app or client software
- » Remote vehicle disable sensors are controlled through iOS app or client software
- » Real-time alerts sent by system to client software



The main concealment, a rugged Pelican hard case, protects the DVR and valuable evidence



The system is easily concealed in a car trunk, behind the seats in a pickup truck, or wherever space allows

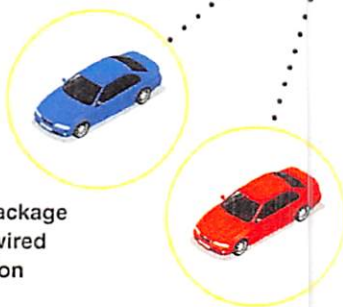
Includes:

Up to 4 interior or exterior view cameras, customizable input sensors and outputs, multiple battery options, 2x IR LED arrays, custom concealment, professional vehicle prep and installation

Recommended for:

Short time frame deployed bait vehicles, narc and vice operations, loss prevention

The Quick Deploy package works in any pre-wired vehicle or location



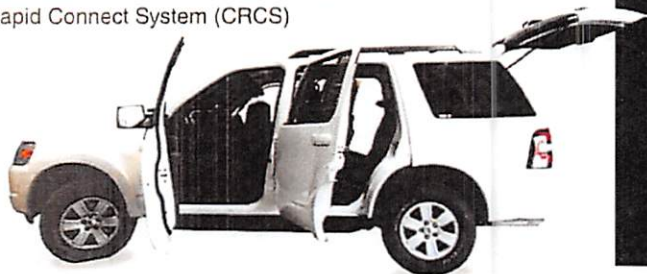
SUPERCIRCUITS

Contact one of our law enforcement specialists for more information about our Covert Vehicle Surveillance Systems

877.917.9058

5 Benefits of Quick Deploy

- 1 Versatility** Designed for multiple types of operations: BMV, UUMV, narc, vice, covert surveillance, loss prevention
- 2 Ease of Use** Simple "plug and play" design with any vehicle, pre-configured by Supercircuits' Professional Services team
- 3 Common Interface** Uses the same client and iOS app as Supercircuits' other covert video solutions; easy use and monitoring no matter which solution your agency is deploying
- 4 Mobility** System is housed in a small rugged case that can be deployed in a multitude of preconfigured vehicles or locations
- 5 Interchangeable** The main concealment will work in any vehicle that has been prewired, or on its own in any application. Uses Supercircuits' proprietary Common Rapid Connect System (CRCS)



Supercircuits' vehicle surveillance equipment has been deployed in virtually every vehicle type, from small/compact cars to full-size pickup trucks and SUVs.

We understand that vehicle theft behaviors and preferences vary by city, climate, and environment, which is why we customize our technology and installation services to meet your needs.

Quick Deploy is Recommended for these Applications and More:



Burglary of Motor Vehicles (BMV)



Unauthorized Use of Motor Vehicles (UUMV)



Surveillance Vehicles



Buy/Bust Vehicles

We're Your Complete Solutions Provider!

Equipment + Installation + Support

Supercircuits delivers cutting-edge technology, fully customizable for your specific application, installed and supported by our dedicated professional services team.

We also offer ongoing support and maintenance — so you never have to deal with the hassles of having to maintain your vehicles, troubleshoot in the field, or provide personalized training through rotations of staff.



SUPERCIRCUITS

Contact one of our law enforcement specialists for more information about our Covert Vehicle Surveillance Systems

877.917.9058

Order # 9274592A					Invoice Date 07/24/17	Page 1	
Bill To Branden McLemore Hattiesburg Police Dept 300 Klondyke Hattiesburg, MS 39401				Ship To			
Customer No. 8194087	Sales I.D. 484/484	Reference #	Source 1L /NA	Terms QUOTATION			
Ordered By		Warehouse	Phone Number (601) 545-4970	Total Wt. 0.0 Lbs	Zone	Pkg 0	Ship Via WI

[illegible]



City of Hattiesburg, MS

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

Master

File Number: 2017-578

File ID: 2017-578

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 07/31/2017

Brief Title: Contractor and Owner Agreement and a Housing Rehabilitation Grant Award to Easter Evans of 708 Mamie Street in an amount not to exceed \$50,000.

Final Action: 08/08/2017

Minute Book Number: MB2017-335

Title:

Approve and authorize Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Rehabilitation Grant Award to Easter Evans of 708 Mamie Street in an amount not to exceed \$50,000 according to the Housing Rehabilitation and Housing Programs Manual Section VII (E). {Entitlement}

Notes:

Agenda Date:

Indexes:

Agenda Number: VI.-9

Sponsors:

Enactment Date:

Attachments: Housing Rehabilitation Grant Award - 708 Mamie Street, executed Housing Rehabilitation Contractor & Owner Agreement and Grant Award - 708 Mamie Street, Fully executed COHCDD Contract Easter Evans, Fully executed Grant Agreement Easter Evans 708 Mamie St

Enactment Number:

Contact:

Meeting Date: 08/08/2017

Drafter: Kevin Jordan

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/08/2017	Approve and Authorize				Pass

Action Text: A MOTION was made by Council Vice President Dryden and seconded by Council Member Delgado to Approve and authorize Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Rehabilitation Grant Award to Easter Evans of 708 Mamie Street in an amount not to exceed \$50,000 according to the Housing Rehabilitation and Housing Programs Manual Section VII (E). {Entitlement}

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

Yeas: 5 - George, Delgado, Carroll, Dryden and Brown

Nays: 0

Yea: 5 Council Member George
 Council Member Delgado
 Council President Carroll
 Council Vice President Dryden
 Council Member Brown

Text of Legislative File 2017-578

Title

Approve and authorize Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Rehabilitation Grant Award to Easter Evans of 708 Mamie Street in an amount not to exceed \$50,000 according to the Housing Rehabilitation and Housing Programs Manual Section VII (E). {Entitlement}

Summary

Approve and authorize Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Rehabilitation Grant Award to Easter Evans of 708 Mamie Street in an amount not to exceed \$50,000 according to the Housing Rehabilitation and Housing Programs Manual Section VII (E). {Entitlement}

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CITY OF HATTIESBURG COMMUNITY DEVELOPMENT
Homeowner Rehabilitation/Reconstruction Program
Project HRRP

Contractor & Owner Agreement

THIS AGREEMENT, made the 8th day of August, 2017 and between the City of Hattiesburg Community Development Division (COHCD) Homeowner Rehabilitation/Reconstruction Program (HRRP) and Easter Evans of 708 Mamie Street, hereinafter called Owner, and _____, with its principal place of business located at _____, Hattiesburg, Mississippi _____, hereinafter called the Contractor.

WITNESSETH

1. **SCOPE OF WORK**

The Contractor shall furnish all labor, materials, tools, supplies, supervision and other services and shall perform all operations necessary and required to satisfactorily complete the work shown on the drawings, work write-up (Exhibit 1), work agreement (Exhibit 2) and described in the specifications and other Contract Documents prepared for the **708 Mamie Street** Project by COHCD, said work to be performed on the structure(s)/property located at **708 Mamie Street**, Hattiesburg, Mississippi, all in accordance with terms of the Contract Documents.

2. **TIME OF COMPLETION**

The Owner/COHCD shall issue a written Notice to Proceed within 5 days from the date of the Owner/COHCD signing of this Agreement, accepting the Contractor's bid and proposal, providing the Contractor has obtained the necessary permits and related documents (if needed) and has presented them to the Owner/COHCD. If the Notice to Proceed is not received by the Contractor within this 5 day period, the Contractor may at his option terminate his obligation under this Agreement, provided he has obtained the necessary permits and related documentation within (15) days from the date of the Owner's/COHCD's signing of this Agreement, the Owner/COHCD has the option of terminating the Contract for cause.

The Contractor shall commence working within ten (10) calendar days, as time is of the essence in the completion of this contract, after issuance of the Notice to Proceed, and it is to be completed within sixty (60) working days after the issuance of the Notice to Proceed. **One hundred dollars (\$100.00) per day, as liquidated damages, will be deducted from the final payment for every day project rehabilitation completion exceeds sixty (60) working days.** The Owner/COHCD has the option of terminating the Contract for failure to commence work within the time allowed by the Contract Agreement.

3. **COMPENSATION**

As full consideration for the satisfactory performance by Contractor of this Contract, the Owner/COHCD shall pay to the Contractor the sum of _____ () subject to any written additions or deductions provided and incorporated herein, in accordance with the payment provisions of this Contract.

4. CHANGES IN THE WORK

The Owner/COHCD without invalidating the Contract may order Changes in Work consisting of additions, deletions, or modifications, the Contract Sum and the Contract Time being adjusted accordingly. All such Changes in the Work shall be authorized by written Change Order signed by the Owner and COHCD or their duly authorized agent.

The Contract Sum and the Contract Time may be changed by a Change Order. The cost or credit to the Owner/COHCD from a Change in the Work shall be determined by mutual agreement before executing the Work involved.

5. CORRECTION OF WORK

The Contractor shall correct any work that fails to conform to the requirements of the Contract Documents where such failure to conform appears during the progress of the Work, and shall remedy any defects due to faulty materials, equipment or workmanship which appears within a period of one year from the Date of substantial Completion of the Contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. The provisions of this statement apply to Work done by Subcontractors as well as to Work done by direct employees of the Contractor.

6. TERMINATION BY THE OWNER

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provisions of the Contract, the Owner/COHCD may, after seven days written notice to the Contractor and without prejudice to any other remedy they may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. If the Contractor's workmanship is deficient and he fails to remedy such work within a specified time period, the Owner/COHCD, at their option, may terminate the Contract and take possession of the site and all materials, supplies and equipment incorporated in the work thereon. The Owner/COHCD may finish the Work by whatever method they may deem expedient. If the unpaid balance of the Contract Sum exceeds the expenses of finishing the Work, such excess shall be paid to the Contractor for approved work completed, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner/COHCD.

7. PAYMENTS/DRAWS

Payments may be withheld on account of (1) defective Work not remedied, (2) claims filed, (3) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment, (4) damage to another contractor or (5) unsatisfactory prosecution of the Work of the Contractor.

Final payment shall not be due until the Contractor has delivered to the Owner/COHCD filed lien waivers/releases, indemnifying them against any lien.

The making of final payment shall constitute a waiver of all claims by the Owner/COHCD except those arising from (1) unsettled liens, (2) faulty or defective Work appearing after Substantial Completion, (3) failure of Work to comply with the Requirements of the Contract Documents or (4) terms of any special guarantees required

by the Contract Documents. The acceptance of the final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and still unsettled.

1. _____
2. _____
3. _____
4. _____
5. _____

8. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due thirty (30) days after completion and acceptance of the work, provided the Contract has been satisfactorily performed, subject to the provision of the General Conditions of the Contract.

9. DEED RESTRICTION

There will be deed restriction attached to **708 Mamie Street** for five (5) years. Homeowner agrees to occupy the rehabilitated home for five (5) years after rehabilitation activities are completed. The homeowner agrees to pay the prorated grant amount and legal fees associated with securing repayment to the City of Hattiesburg in the event the property is sold, transferred or disposed of prior to the expiration of the five (5) year affordability period. **Homeowner acknowledges and agrees that this contract shall be binding on his/hers/their heirs, executors and assigns.**

10. ASSIGNMENT OF CONTRACT

This agreement may not be assigned to any Contractor or Agent of Contractor. IN WITNESS WHEREOF, the parties hereto executed this Agreement the _____ day of _____, 2017.

Easter Evans

Date

Spouse's Signature

Date

City of Hattiesburg, Mississippi

Contractor

By: _____
Toby Barker, Mayor

By: _____

Date: August 8, 2017

Date: _____

Attest: _____
City Clerk

Attest: _____

**CITY OF HATTIESBURG
HOUSING REHABILITATION (25K+)
GRANT AWARD AGREEMENT**

General Terms and Conditions

1. _____ I certify that I currently live in and own the home for which I am accepting repair assistance.
2. _____ I agree to remain in Hattiesburg during the course of the repairs being performed and to make my home accessible between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise arranged.
3. _____ I understand that I am responsible for packing and storage of jewelry, family heirlooms, food, cleaning and other chemicals, lawn equipment, and toiletries for the duration of the repair work as necessary.
4. _____ I understand that the discovery of illegal activities or the use of verbal or physical threats of harm towards City employees, the contractor or his workers will result in an immediate termination of all repair activities.
5. _____ I agree that the City has irrevocable rights and permission to use my name and to use, reproduce, exhibit, copyright and publish photographic images and/or videotaped images of me and/or my home for advertising, trade and/or any other lawful purpose.
6. _____ I agree to attend Homeowner's Maintenance Training and understand that I will be contacted with the dates and times for this mandatory training.
7. _____ I certify that I am not an employee of the City of Hattiesburg, nor do I have an immediate family member who is an elected official of the City of Hattiesburg nor an employee who is responsible for the administration, management and oversight of the program (Community Development Division Staff).
8. _____ I hereby agree to occupy the home to be rehabilitated for a period of not less than **five (5) years** after completion of the repairs funded under in the Housing Rehabilitation Program. **(Homeowner acknowledges and agrees that this agreement shall be binding on his/hers/their heirs, executors and assigns.)**
9. _____ I agree to repay the prorated grant amount and legal fees associated with securing repayment to the City should I sale, transfer or dispose of the property prior to the expiration of the **five (5) year** affordability period.
10. _____ I understand that I cannot apply for another Housing Rehabilitation or Housing Repair Grant within the **five (5) year** affordability period.
11. _____ I hereby agree to maintain homeowner's insurance and when applicable, flood insurance.
12. _____ I hereby agree to maintain all county and city property taxes as they come due during the affordability period.
13. _____ I hereby agree that the completion of the repairs for which these grant funds are awarded shall constitute a complete work agreement and I will sign all the necessary paperwork to allow for payment to the contractor.

By my signature below I, **Easter Evans of 708 Mamie Street**, agree to all the terms of this grant and understand that failure to abide by any of the terms will result in forfeiture of my grant and/or repayment of expended grant funds this the _____ day of _____, 2017.

Homeowner's Signature

Spouse's Signature

GRANT AWARD

The Homeowner(s), **Easter Evans of 708 Mamie Street**, is hereby awarded a Housing Rehabilitation Grant for General Construction costs in an amount not to exceed \$50,000 [excluding 10% allowance for change order/discovery repairs according to the Housing Rehabilitation and Housing Programs Manual Section VIII (E)]. Lead and Asbestos activities have been contracted separately on this the 8th day of August, 2017.

City of Hattiesburg, Mississippi

Contractor

By: _____
Toby Barker, Mayor

By: _____

Date: August 8, 2017

Date: _____

Attest: _____
City Clerk

Attest: _____

CITY OF HATTIESBURG COMMUNITY DEVELOPMENT
Homeowner Rehabilitation/Reconstruction Program
Project HRRP

Contractor & Owner Agreement

THIS AGREEMENT, made the 8th day of August, 2017 and between the City of Hattiesburg Community Development Division (COHCD) Homeowner Rehabilitation/Reconstruction Program (HRRP) and Easter Evans of 708 Mamie Street, hereinafter called Owner, and _____, with its principal place of business located at _____, Hattiesburg, Mississippi _____, hereinafter called the Contractor.

WITNESSETH

1. **SCOPE OF WORK**

The Contractor shall furnish all labor, materials, tools, supplies, supervision and other services and shall perform all operations necessary and required to satisfactorily complete the work shown on the drawings, work write-up (Exhibit 1), work agreement (Exhibit 2) and described in the specifications and other Contract Documents prepared for the **708 Mamie Street** Project by COHCD, said work to be performed on the structure(s)/property located at **708 Mamie Street**, Hattiesburg, Mississippi, all in accordance with terms of the Contract Documents.

2. **TIME OF COMPLETION**

The Owner/COHCD shall issue a written Notice to Proceed within 5 days from the date of the Owner/COHCD signing of this Agreement, accepting the Contractor's bid and proposal, providing the Contractor has obtained the necessary permits and related documents (if needed) and has presented them to the Owner/COHCD. If the Notice to Proceed is not received by the Contractor within this 5 day period, the Contractor may at his option terminate his obligation under this Agreement, provided he has obtained the necessary permits and related documentation within (15) days from the date of the Owner's/COHCD's signing of this Agreement, the Owner/COHCD has the option of terminating the Contract for cause.

The Contractor shall commence working within ten (10) calendar days, as time is of the essence in the completion of this contract, after issuance of the Notice to Proceed, and it is to be completed within sixty (60) working days after the issuance of the Notice to Proceed. **One hundred dollars (\$100.00) per day, as liquidated damages, will be deducted from the final payment for every day project rehabilitation completion exceeds sixty (60) working days.** The Owner/COHCD has the option of terminating the Contract for failure to commence work within the time allowed by the Contract Agreement.

3. **COMPENSATION**

As full consideration for the satisfactory performance by Contractor of this Contract, the Owner/COHCD shall pay to the Contractor the sum of _____ () subject to any written additions or deductions provided and incorporated herein, in accordance with the payment provisions of this Contract.

4. CHANGES IN THE WORK

The Owner/COHCD without invalidating the Contract may order Changes in Work consisting of additions, deletions, or modifications, the Contract Sum and the Contract Time being adjusted accordingly. All such Changes in the Work shall be authorized by written Change Order signed by the Owner and COHCD or their duly authorized agent.

The Contract Sum and the Contract Time may be changed by a Change Order. The cost or credit to the Owner/COHCD from a Change in the Work shall be determined by mutual agreement before executing the Work involved.

5. CORRECTION OF WORK

The Contractor shall correct any work that fails to conform to the requirements of the Contract Documents where such failure to conform appears during the progress of the Work, and shall remedy any defects due to faulty materials, equipment or workmanship which appears within a period of one year from the Date of substantial Completion of the Contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. The provisions of this statement apply to Work done by Subcontractors as well as to Work done by direct employees of the Contractor.

6. TERMINATION BY THE OWNER

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provisions of the Contract, the Owner/COHCD may, after seven days written notice to the Contractor and without prejudice to any other remedy they may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. If the Contractor's workmanship is deficient and he fails to remedy such work within a specified time period, the Owner/COHCD, at their option, may terminate the Contract and take possession of the site and all materials, supplies and equipment incorporated in the work thereon. The Owner/COHCD may finish the Work by whatever method they may deem expedient. If the unpaid balance of the Contract Sum exceeds the expenses of finishing the Work, such excess shall be paid to the Contractor for approved work completed, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner/COHCD.

7. PAYMENTS/DRAWS

Payments may be withheld on account of (1) defective Work not remedied, (2) claims filed, (3) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment, (4) damage to another contractor or (5) unsatisfactory prosecution of the Work of the Contractor.

Final payment shall not be due until the Contractor has delivered to the Owner/CHOCOD filed lien waivers/releases, indemnifying them against any lien.

The making of final payment shall constitute a waiver of all claims by the Owner/COHCD except those arising from (1) unsettled liens, (2) faulty or defective Work appearing after Substantial Completion, (3) failure of Work to comply with the Requirements of the Contract Documents or (4) terms of any special guarantees required

by the Contract Documents. The acceptance of the final payment shall constitute a wavier of all claims by the Contractor except those preciously made in writing and still unsettled.

1. _____
2. _____
3. _____
4. _____
5. _____

8. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due thirty (30) days after completion and acceptance of the work, provided the Contract has been satisfactorily performed, subject to the provision of the General Conditions of the Contract.

9. DEED RESTRICTION

There will be deed restriction attached to **708 Mamie Street** for five (5) years. Homeowner agrees to occupy the rehabilitated home for five (5) years after rehabilitation activities are completed. The homeowner agrees to pay the prorated grant amount and legal fees associated with securing repayment to the City of Hattiesburg in the event the property is sold, transferred or disposed of prior to the expiration of the five (5) year affordability period. **Homeowner acknowledges and agrees that this contract shall be binding on his/hers/their heirs, executors and assigns.**

10. ASSIGNMENT OF CONTRACT

This agreement may not be assigned to any Contractor or Agent of Contractor. IN WITNESS WHEREOF, the parties hereto executed this Agreement the _____ day of _____, 2017.

Easter Evans Date

Spouse's Signature Date

City of Hattiesburg, Mississippi

Contractor

By: 
Toby Barker, Mayor

By: _____

Date: August 8, 2017

Date: _____

Attest: 
City Clerk

Attest: _____

**CITY OF HATTIESBURG
HOUSING REHABILITATION (25K+)
GRANT AWARD AGREEMENT**

General Terms and Conditions

1. _____ I certify that I currently live in and own the home for which I am accepting repair assistance.
2. _____ I agree to remain in Hattiesburg during the course of the repairs being performed and to make my home accessible between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise arranged.
3. _____ I understand that I am responsible for packing and storage of jewelry, family heirlooms, food, cleaning and other chemicals, lawn equipment, and toiletries for the duration of the repair work as necessary.
4. _____ I understand that the discovery of illegal activities or the use of verbal or physical threats of harm towards City employees, the contractor or his workers will result in an immediate termination of all repair activities.
5. _____ I agree that the City has irrevocable rights and permission to use my name and to use, reproduce, exhibit, copyright and publish photographic images and/or videotaped images of me and/or my home for advertising, trade and/or any other lawful purpose.
6. _____ I agree to attend Homeowner's Maintenance Training and understand that I will be contacted with the dates and times for this mandatory training.
7. _____ I certify that I am not an employee of the City of Hattiesburg, nor do I have an immediate family member who is an elected official of the City of Hattiesburg nor an employee who is responsible for the administration, management and oversight of the program (Community Development Division Staff).
8. _____ I hereby agree to occupy the home to be rehabilitated for a period of not less than **five (5)** years after completion of the repairs funded under in the Housing Rehabilitation Program. **(Homeowner acknowledges and agrees that this agreement shall be binding on his/hers/their heirs, executors and assigns.)**
9. _____ I agree to repay the prorated grant amount and legal fees associated with securing repayment to the City should I sale, transfer or dispose of the property prior to the expiration of the **five (5)** year affordability period.
10. _____ I understand that I cannot apply for another Housing Rehabilitation or Housing Repair Grant within the **five (5)** year affordability period.
11. _____ I hereby agree to maintain homeowner's insurance and when applicable, flood insurance.
12. _____ I hereby agree to maintain all county and city property taxes as they come due during the affordability period.
13. _____ I hereby agree that the completion of the repairs for which these grant funds are awarded shall constitute a complete work agreement and I will sign all the necessary paperwork to allow for payment to the contractor.

By my signature below I, Easter Evans of 708 Mamie Street, agree to all the terms of this grant and understand that failure to abide by any of the terms will result in forfeiture of my grant and/or repayment of expended grant funds this the _____ day of _____, 2017.

Homeowner's Signature

Spouse's Signature

GRANT AWARD

The Homeowner(s), Easter Evans of 708 Mamie Street, is hereby awarded a Housing Rehabilitation Grant for General Construction costs in an amount not to exceed \$50,000 [excluding 10% allowance for change order/discovery repairs according to the Housing Rehabilitation and Housing Programs Manual Section VIII (E)]. Lead and Asbestos activities have been contracted separately on this the 8th day of August, 2017.

City of Hattiesburg, Mississippi

By: _____

Toby Baker, Mayor

Date: August 8, 2017

Attest: _____

City Clerk

Contractor

By: _____

Date: _____

Attest: _____

CITY OF HATTIESBURG COMMUNITY DEVELOPMENT
Homeowner Rehabilitation/Reconstruction Program
Project HRRP

Contractor & Owner Agreement

THIS AGREEMENT, made the 8th day of August, 2017 and between the City of Hattiesburg Community Development Division (COHCD) Homeowner Rehabilitation/Reconstruction Program (HRRP) and Easter Evans of 708 Mamie Street, hereinafter called Owner, and Hollimon Construction (Curtis Hollimon), with its principal place of business located at 145 Hinton Drive, Hattiesburg, Mississippi 39401, hereinafter called the Contractor.

WITNESSETH

1. **SCOPE OF WORK**

The Contractor shall furnish all labor, materials, tools, supplies, supervision and other services and shall perform all operations necessary and required to satisfactorily complete the work shown on the drawings, work write-up (Exhibit 1), work agreement (Exhibit 2) and described in the specifications and other Contract Documents prepared for the **708 Mamie Street** Project by COHCD, said work to be performed on the structure(s)/property located at **708 Mamie Street**, Hattiesburg, Mississippi, all in accordance with terms of the Contract Documents.

2. **TIME OF COMPLETION**

The Owner/COHCD shall issue a written Notice to Proceed within 5 days from the date of the Owner/COHCD signing of this Agreement, accepting the Contractor's bid and proposal, providing the Contractor has obtained the necessary permits and related documents (if needed) and has presented them to the Owner/COHCD. If the Notice to Proceed is not received by the Contractor within this 5 day period, the Contractor may at his option terminate his obligation under this Agreement, provided he has obtained the necessary permits and related documentation within (15) days from the date of the Owner's/COHCD's signing of this Agreement, the Owner/COHCD has the option of terminating the Contract for cause.

The Contractor shall commence working within ten (10) calendar days, as time is of the essence in the completion of this contract, after issuance of the Notice to Proceed, and it is to be completed within sixty (60) working days after the issuance of the Notice to Proceed. **One hundred dollars (\$100.00) per day, as liquidated damages, will be deducted from the final payment for every day project rehabilitation completion exceeds sixty (60) working days.** The Owner/COHCD has the option of terminating the Contract for failure to commence work within the time allowed by the Contract Agreement.

3. **COMPENSATION**

As full consideration for the satisfactory performance by Contractor of this Contract, the Owner/COHCD shall pay to the Contractor the sum of Forty-nine thousand nine hundred sixty dollars & 00/100 (\$49,960.00) subject to any written additions or deductions provided and incorporated herein, in accordance with the payment provisions of this Contract.

4. CHANGES IN THE WORK

The Owner/COHCD without invalidating the Contract may order Changes in Work consisting of additions, deletions, or modifications, the Contract Sum and the Contract Time being adjusted accordingly. All such Changes in the Work shall be authorized by written Change Order signed by the Owner and COHCD or their duly authorized agent.

The Contract Sum and the Contract Time may be changed by a Change Order. The cost or credit to the Owner/COHCD from a Change in the Work shall be determined by mutual agreement before executing the Work involved.

5. CORRECTION OF WORK

The Contractor shall correct any work that fails to conform to the requirements of the Contract Documents where such failure to conform appears during the progress of the Work, and shall remedy any defects due to faulty materials, equipment or workmanship which appears within a period of one year from the Date of substantial Completion of the Contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. The provisions of this statement apply to Work done by Subcontractors as well as to Work done by direct employees of the Contractor.

6. TERMINATION BY THE OWNER

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provisions of the Contract, the Owner/COHCD may, after seven days written notice to the Contractor and without prejudice to any other remedy they may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. If the Contractor's workmanship is deficient and he fails to remedy such work within a specified time period, the Owner/COHCD, at their option, may terminate the Contract and take possession of the site and all materials, supplies and equipment incorporated in the work thereon. The Owner/COHCD may finish the Work by whatever method they may deem expedient. If the unpaid balance of the Contract Sum exceeds the expenses of finishing the Work, such excess shall be paid to the Contractor for approved work completed, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner/COHCD.

7. PAYMENTS/DRAWS

Payments may be withheld on account of (1) defective Work not remedied, (2) claims filed, (3) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment, (4) damage to another contractor or (5) unsatisfactory prosecution of the Work of the Contractor.

Final payment shall not be due until the Contractor has delivered to the Owner/COHCD filed lien waivers/releases, indemnifying them against any lien.

The making of final payment shall constitute a waiver of all claims by the Owner/COHCD except those arising from (1) unsettled liens, (2) faulty or defective Work appearing after Substantial Completion, (3) failure of Work to comply with the Requirements of the Contract Documents or (4) terms of any special guarantees required

by the Contract Documents. The acceptance of the final payment shall constitute a wavier of all claims by the Contractor except those preciously made in writing and still unsettled.

1. _____
2. _____
3. _____
4. _____
5. _____

8. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due thirty (30) days after completion and acceptance of the work, provided the Contract has been satisfactorily performed, subject to the provision of the General Conditions of the Contract.

9. DEED RESTRICTION

There will be deed restriction attached to **708 Mamie Street** for five (5) years. Homeowner agrees to occupy the rehabilitated home for five (5) years after rehabilitation activities are completed. The homeowner agrees to pay the prorated grant amount and legal fees associated with securing repayment to the City of Hattiesburg in the event the property is sold, transferred or disposed of prior to the expiration of the five (5) year affordability period. **Homeowner acknowledges and agrees that this contract shall be binding on his/hers/their heirs, executors and assigns.**

10. ASSIGNMENT OF CONTRACT

This agreement may not be assigned to any Contractor or Agent of Contractor. IN WITNESS WHEREOF, the parties hereto executed this Agreement the 7th day of September, 2017.

Easter Evans 9/7/17
Easter Evans Date

Spouse's Signature Date

City of Hattiesburg, Mississippi

By: Toby Barker
Toby Barker, Mayor

Date: August 8, 2017

Attest: [Signature]
City Clerk

Contractor

By: Curtis Hallen

Date: 9-7-17

Attest: [Signature]

CITY OF HATTIESBURG
HOUSING REHABILITATION (25K+)
GRANT AWARD AGREEMENT

General Terms and Conditions

1. E.E. I certify that I currently live in and own the home for which I am accepting repair assistance.
2. E.E. I agree to remain in Hattiesburg during the course of the repairs being performed and to make my home accessible between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise arranged.
3. E.E. I understand that I am responsible for packing and storage of jewelry, family heirlooms, food, cleaning and other chemicals, lawn equipment, and toiletries for the duration of the repair work as necessary.
4. E.E. I understand that the discovery of illegal activities or the use of verbal or physical threats of harm towards City employees, the contractor or his workers will result in an immediate termination of all repair activities.
5. E.E. I agree that the City has irrevocable rights and permission to use my name and to use, reproduce, exhibit, copyright and publish photographic images and/or videotaped images of me and/or my home for advertising, trade and/or any other lawful purpose.
6. E.E. I agree to attend Homeowner's Maintenance Training and understand that I will be contacted with the dates and times for this mandatory training.
7. E.E. I certify that I am not an employee of the City of Hattiesburg, nor do I have an immediate family member who is an elected official of the City of Hattiesburg nor an employee who is responsible for the administration, management and oversight of the program (Community Development Division Staff).
8. E.E. I hereby agree to occupy the home to be rehabilitated for a period of not less than **five (5)** years after completion of the repairs funded under in the Housing Rehabilitation Program. **(Homeowner acknowledges and agrees that this agreement shall be binding on his/hers/their heirs, executors and assigns.)**
9. E.E. I agree to repay the prorated grant amount and legal fees associated with securing repayment to the City should I sale, transfer or dispose of the property prior to the expiration of the **five (5)** year affordability period.
10. E.E. I understand that I cannot apply for another Housing Rehabilitation or Housing Repair Grant within the **five (5)** year affordability period.
11. E.E. I hereby agree to maintain homeowner's insurance and when applicable, flood insurance.
12. E.E. I hereby agree to maintain all county and city property taxes as they come due during the affordability period.
13. E.E. I hereby agree that the completion of the repairs for which these grant funds are awarded shall constitute a complete work agreement and I will sign all the necessary paperwork to allow for payment to the contractor.

By my signature below I, Easter Evans of 708 Mamie Street, agree to all the terms of this grant and understand that failure to abide by any of the terms will result in forfeiture of my grant and/or repayment of expended grant funds this the 7th day of September, 2017.


Homeowner's Signature

Spouse's Signature

GRANT AWARD

The Homeowner(s), Easter Evans of 708 Mamie Street, is hereby awarded a Housing Rehabilitation Grant for General Construction costs in an amount not to exceed \$50,000 [excluding 10% allowance for change order/discovery repairs according to the Housing Rehabilitation and Housing Programs Manual Section VIII (E)]. Lead and Asbestos activities have been contracted separately on this the 8th day of August, 2017.

City of Hattiesburg, Mississippi

Contractor

By: 
Toby Barker, Mayor

By: 

Date: August 8, 2017

Date: 9-7-17

Attest: 
City Clerk

Attest: 



City of Hattiesburg, MS

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

Master

File Number: 2017-579

File ID: 2017-579

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 07/31/2017

Brief Title: Contractor and Owner Agreement and a Housing Rehabilitation Grant Award to Carolyn Butler of 610 Cypress Avenue in an amount not to exceed \$50,000.

Final Action: 08/08/2017

Minute Book Number: MB2017-335

Title:

Approve and authorize Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Rehabilitation Grant Award to Carolyn Butler of 610 Cypress Avenue in an amount not to exceed \$50,000 according to the Housing Rehabilitation and Housing Programs Manual Section VII (E).
{Entitlement}

Notes:

Agenda Date: 08/08/2017

Indexes:

Agenda Number: VI.-10

Sponsors:

Enactment Date:

Attachments: Housing Rehabilitation Grant Award - 610 Cypress Street, executed Housing Rehabilitation Contractor & Owner Agreement and Grant Award - 610 Cypress Street, Fully executed COHCDD Contract Carolyn Butler, Fully executed Grant Agreement Carolyn Butler

Enactment Number:

Contact:

Meeting Date: 08/08/2017

Drafter: Kevin Jordan

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/08/2017	Approve and Authorize				Pass

Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Brown to Approve and authorize Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Rehabilitation Grant Award to Carolyn Butler of 610 Cypress Avenue in an amount not to exceed \$50,000 according to the Housing Rehabilitation and Housing Programs Manual Section VII (E). {Entitlement}

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

Yeas: 5 - George, Delgado, Carroll, Dryden and Brown

Nays: 0

Yea: 5 Council Member George
 Council Member Delgado
 Council President Carroll
 Council Vice President Dryden
 Council Member Brown

Text of Legislative File 2017-579

Title

Approve and authorize Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Rehabilitation Grant Award to Carolyn Butler of 610 Cypress Avenue in an amount not to exceed \$50,000 according to the Housing Rehabilitation and Housing Programs Manual Section VII (E). {Entitlement}

Summary

Approve and authorize Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Rehabilitation Grant Award to Carolyn Butler of 610 Cypress Avenue in an amount not to exceed \$50,000 according to the Housing Rehabilitation and Housing Programs Manual Section VII (E). {Entitlement}

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CITY OF HATTIESBURG COMMUNITY DEVELOPMENT
Homeowner Rehabilitation/Reconstruction Program
Project HRRP

Contractor & Owner Agreement

THIS AGREEMENT, made the 8th day of August, 2017 and between the City of Hattiesburg Community Development Division (COHCD) Homeowner Rehabilitation/Reconstruction Program (HRRP) and Carolyn Butler of 610 Cypress Avenue, hereinafter called Owner, and _____, with its principal place of business located at _____, Hattiesburg, Mississippi _____, hereinafter called the Contractor.

WITNESSETH

1. **SCOPE OF WORK**

The Contractor shall furnish all labor, materials, tools, supplies, supervision and other services and shall perform all operations necessary and required to satisfactorily complete the work shown on the drawings, work write-up (Exhibit 1), work agreement (Exhibit 2) and described in the specifications and other Contract Documents prepared for the **610 /Cypress Avenue** Project by COHCD, said work to be performed on the structure(s)/property located at **610 Cypress Avenue**, Hattiesburg, Mississippi, all in accordance with terms of the Contract Documents.

2. **TIME OF COMPLETION**

The Owner/COHCD shall issue a written Notice to Proceed within 5 days from the date of the Owner/COHCD signing of this Agreement, accepting the Contractor's bid and proposal, providing the Contractor has obtained the necessary permits and related documents (if needed) and has presented them to the Owner/COHCD. If the Notice to Proceed is not received by the Contractor within this 5 day period, the Contractor may at his option terminate his obligation under this Agreement, provided he has obtained the necessary permits and related documentation within (15) days from the date of the Owner's/COHCD's signing of this Agreement, the Owner/COHCD has the option of terminating the Contract for cause.

The Contractor shall commence working within ten (10) calendar days, as time is of the essence in the completion of this contract, after issuance of the Notice to Proceed, and it is to be completed within sixty (60) working days after the issuance of the Notice to Proceed. **One hundred dollars (\$100.00) per day, as liquidated damages, will be deducted from the final payment for every day project rehabilitation completion exceeds sixty (60) working days.** The Owner/COHCD has the option of terminating the Contract for failure to commence work within the time allowed by the Contract Agreement.

3. **COMPENSATION**

As full consideration for the satisfactory performance by Contractor of this Contract, the Owner/COHCD shall pay to the Contractor the sum of _____ () subject to any written additions or deductions provided and incorporated herein, in accordance with the payment provisions of this Contract.

4. CHANGES IN THE WORK

The Owner/COHCD without invalidating the Contract may order Changes in Work consisting of additions, deletions, or modifications, the Contract Sum and the Contract Time being adjusted accordingly. All such Changes in the Work shall be authorized by written Change Order signed by the Owner and COHCD or their duly authorized agent.

The Contract Sum and the Contract Time may be changed by a Change Order. The cost or credit to the Owner/COHCD from a Change in the Work shall be determined by mutual agreement before executing the Work involved.

5. CORRECTION OF WORK

The Contractor shall correct any work that fails to conform to the requirements of the Contract Documents where such failure to conform appears during the progress of the Work, and shall remedy any defects due to faulty materials, equipment or workmanship which appears within a period of one year from the Date of substantial Completion of the Contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. The provisions of this statement apply to Work done by Subcontractors as well as to Work done by direct employees of the Contractor.

6. TERMINATION BY THE OWNER

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provisions of the Contract, the Owner/COHCD may, after seven days written notice to the Contractor and without prejudice to any other remedy they may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. If the Contractor's workmanship is deficient and he fails to remedy such work within a specified time period, the Owner/COHCD, at their option, may terminate the Contract and take possession of the site and all materials, supplies and equipment incorporated in the work thereon. The Owner/COHCD may finish the Work by whatever method they may deem expedient. If the unpaid balance of the Contract Sum exceeds the expenses of finishing the Work, such excess shall be paid to the Contractor for approved work completed, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner/COHCD.

7. PAYMENTS/DRAWS

Payments may be withheld on account of (1) defective Work not remedied, (2) claims filed, (3) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment, (4) damage to another contractor or (5) unsatisfactory prosecution of the Work of the Contractor.

Final payment shall not be due until the Contractor has delivered to the Owner/COHCD filed lien waivers/releases, indemnifying them against any lien.

The making of final payment shall constitute a waiver of all claims by the Owner/COHCD except those arising from (1) unsettled liens, (2) faulty or defective Work appearing after Substantial Completion, (3) failure of Work to comply with the Requirements of the Contract Documents or (4) terms of any special guarantees required

by the Contract Documents. The acceptance of the final payment shall constitute a wavier of all claims by the Contractor except those preciously made in writing and still unsettled.

1. _____
2. _____
3. _____
4. _____
5. _____

8. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due thirty (30) days after completion and acceptance of the work, provided the Contract has been satisfactorily performed, subject to the provision of the General Conditions of the Contract.

9. DEED RESTRICTION

There will be deed restriction attached to **610 Cypress Avenue** for five (5) years. Homeowner agrees to occupy the rehabilitated home for five (5) years after rehabilitation activities are completed. The homeowner agrees to pay the prorated grant amount and legal fees associated with securing repayment to the City of Hattiesburg in the event the property is sold, transferred or disposed of prior to the expiration of the five (5) year affordability period. **Homeowner acknowledges and agrees that this contract shall be binding on his/hers/their heirs, executors and assigns.**

10. ASSIGNMENT OF CONTRACT

This agreement may not be assigned to any Contractor or Agent of Contractor. IN WITNESS WHEREOF, the parties hereto executed this Agreement the _____ day of _____, 2017.

Carolyn Butler

Date

Spouse's Signature

Date

City of Hattiesburg, Mississippi

Contractor

By: _____
Toby Barker, Mayor

By: _____

Date: August 8, 2017

Date: _____

Attest: _____
City Clerk

Attest: _____

**CITY OF HATTIESBURG
HOUSING REHABILITATION (25K+)
GRANT AWARD AGREEMENT**

General Terms and Conditions

1. _____ I certify that I currently live in and own the home for which I am accepting repair assistance.
2. _____ I agree to remain in Hattiesburg during the course of the repairs being performed and to make my home accessible between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise arranged.
3. _____ I understand that I am responsible for packing and storage of jewelry, family heirlooms, food, cleaning and other chemicals, lawn equipment, and toiletries for the duration of the repair work as necessary.
4. _____ I understand that the discovery of illegal activities or the use of verbal or physical threats of harm towards City employees, the contractor or his workers will result in an immediate termination of all repair activities.
5. _____ I agree that the City has irrevocable rights and permission to use my name and to use, reproduce, exhibit, copyright and publish photographic images and/or videotaped images of me and/or my home for advertising, trade and/or any other lawful purpose.
6. _____ I agree to attend Homeowner's Maintenance Training and understand that I will be contacted with the dates and times for this mandatory training.
7. _____ I certify that I am not an employee of the City of Hattiesburg, nor do I have an immediate family member who is an elected official of the City of Hattiesburg nor an employee who is responsible for the administration, management and oversight of the program (Community Development Division Staff).
8. _____ I hereby agree to occupy the home to be rehabilitated for a period of not less than **five (5) years** after completion of the repairs funded under in the Housing Rehabilitation Program. (Homeowner acknowledges and agrees that this agreement shall be binding on his/hers/their heirs, executors and assigns.)
9. _____ I agree to repay the prorated grant amount and legal fees associated with securing repayment to the City should I sale, transfer or dispose of the property prior to the expiration of the **five (5) year** affordability period.
10. _____ I understand that I cannot apply for another Housing Rehabilitation or Housing Repair Grant within the **five (5) year** affordability period.
11. _____ I hereby agree to maintain homeowner's insurance and when applicable, flood insurance.
12. _____ I hereby agree to maintain all county and city property taxes as they come due during the affordability period.
13. _____ I hereby agree that the completion of the repairs for which these grant funds are awarded shall constitute a complete work agreement and I will sign all the necessary paperwork to allow for payment to the contractor.

By my signature below I, Carolyn Butler of 610 Cypress Avenue, agree to all the terms of this grant and understand that failure to abide by any of the terms will result in forfeiture of my grant and/or repayment of expended grant funds this the _____ day of _____, 2017.

Homeowner's Signature

Spouse's Signature

GRANT AWARD

The Homeowner(s), Carolyn Butler of 610 Cypress Avenue, is hereby awarded a Housing Rehabilitation Grant for General Construction costs in an amount not to exceed \$50,000 excluding 10% allowance for change order/discovery repairs according to the Housing Rehabilitation and Housing Programs Manual Section VIII (E). Lead and Asbestos activities have been contracted separately on this the 8th day of August, 2017.

City of Hattiesburg, Mississippi

Contractor

By: _____
Toby Barker, Mayor

By: _____

Date: August 8, 2017

Date: _____

Attest: _____
City Clerk

Attest: _____

CITY OF HATTIESBURG COMMUNITY DEVELOPMENT
Homeowner Rehabilitation/Reconstruction Program
Project HRRP

Contractor & Owner Agreement

THIS AGREEMENT, made the 8th day of August, 2017 and between the City of Hattiesburg Community Development Division (COHCD) Homeowner Rehabilitation/Reconstruction Program (HRRP) and Carolyn Butler of 610 Cypress Avenue, hereinafter called Owner, and _____, with its principal place of business located at _____, Hattiesburg, Mississippi _____, hereinafter called the Contractor.

WITNESSETH

1. **SCOPE OF WORK**

The Contractor shall furnish all labor, materials, tools, supplies, supervision and other services and shall perform all operations necessary and required to satisfactorily complete the work shown on the drawings, work write-up (Exhibit 1), work agreement (Exhibit 2) and described in the specifications and other Contract Documents prepared for the **610 /Cypress Avenue** Project by COHCD, said work to be performed on the structure(s)/property located at **610 Cypress Avenue**, Hattiesburg, Mississippi, all in accordance with terms of the Contract Documents.

2. **TIME OF COMPLETION**

The Owner/COHCD shall issue a written Notice to Proceed within 5 days from the date of the Owner/COHCD signing of this Agreement, accepting the Contractor's bid and proposal, providing the Contractor has obtained the necessary permits and related documents (if needed) and has presented them to the Owner/COHCD. If the Notice to Proceed is not received by the Contractor within this 5 day period, the Contractor may at his option terminate his obligation under this Agreement, provided he has obtained the necessary permits and related documentation within (15) days from the date of the Owner's/COHCD's signing of this Agreement, the Owner/COHCD has the option of terminating the Contract for cause.

The Contractor shall commence working within ten (10) calendar days, as time is of the essence in the completion of this contract, after issuance of the Notice to Proceed, and it is to be completed within sixty (60) working days after the issuance of the Notice to Proceed. **One hundred dollars (\$100.00) per day, as liquidated damages, will be deducted from the final payment for every day project rehabilitation completion exceeds sixty (60) working days.** The Owner/COHCD has the option of terminating the Contract for failure to commence work within the time allowed by the Contract Agreement.

3. **COMPENSATION**

As full consideration for the satisfactory performance by Contractor of this Contract, the Owner/COHCD shall pay to the Contractor the sum of _____ () subject to any written additions or deductions provided and incorporated herein, in accordance with the payment provisions of this Contract.

4. CHANGES IN THE WORK

The Owner/COHCD without invalidating the Contract may order Changes in Work consisting of additions, deletions, or modifications, the Contract Sum and the Contract Time being adjusted accordingly. All such Changes in the Work shall be authorized by written Change Order signed by the Owner and COHCD or their duly authorized agent.

The Contract Sum and the Contract Time may be changed by a Change Order. The cost or credit to the Owner/COHCD from a Change in the Work shall be determined by mutual agreement before executing the Work involved.

5. CORRECTION OF WORK

The Contractor shall correct any work that fails to conform to the requirements of the Contract Documents where such failure to conform appears during the progress of the Work, and shall remedy any defects due to faulty materials, equipment or workmanship which appears within a period of one year from the Date of substantial Completion of the Contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. The provisions of this statement apply to Work done by Subcontractors as well as to Work done by direct employees of the Contractor.

6. TERMINATION BY THE OWNER

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provisions of the Contract, the Owner/COHCD may, after seven days written notice to the Contractor and without prejudice to any other remedy they may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. If the Contractor's workmanship is deficient and he fails to remedy such work within a specified time period, the Owner/COHCD, at their option, may terminate the Contract and take possession of the site and all materials, supplies and equipment incorporated in the work thereon. The Owner/COHCD may finish the Work by whatever method they may deem expedient. If the unpaid balance of the Contract Sum exceeds the expenses of finishing the Work, such excess shall be paid to the Contractor for approved work completed, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner/COHCD.

7. PAYMENTS/DRAWS

Payments may be withheld on account of (1) defective Work not remedied, (2) claims filed, (3) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment, (4) damage to another contractor or (5) unsatisfactory prosecution of the Work of the Contractor.

Final payment shall not be due until the Contractor has delivered to the Owner/CHOCOD filed lien waivers/releases, indemnifying them against any lien.

The making of final payment shall constitute a waiver of all claims by the Owner/COHCD except those arising from (1) unsettled liens, (2) faulty or defective Work appearing after Substantial Completion, (3) failure of Work to comply with the Requirements of the Contract Documents or (4) terms of any special guarantees required

by the Contract Documents. The acceptance of the final payment shall constitute a wavier of all claims by the Contractor except those preciously made in writing and still unsettled.

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____

8. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due thirty (30) days after completion and acceptance of the work, provided the Contract has been satisfactorily performed, subject to the provision of the General Conditions of the Contract.

9. DEED RESTRICTION

There will be deed restriction attached to **610 Cypress Avenue** for five (5) years. Homeowner agrees to occupy the rehabilitated home for five (5) years after rehabilitation activities are completed. The homeowner agrees to pay the prorated grant amount and legal fees associated with securing repayment to the City of Hattiesburg in the event the property is sold, transferred or disposed of prior to the expiration of the five (5) year affordability period. **Homeowner acknowledges and agrees that this contract shall be binding on his/hers/their heirs, executors and assigns.**

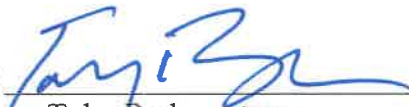
10. ASSIGNMENT OF CONTRACT

This agreement may not be assigned to any Contractor or Agent of Contractor. IN WITNESS WHEREOF, the parties hereto executed this Agreement the _____ day of _____, 2017.

_____	_____	_____	_____
Carolyn Butler	Date	Spouse's Signature	Date

City of Hattiesburg, Mississippi

Contractor

By:  _____
Toby Barker, Mayor

By: _____

Date: August 8, 2017

Date: _____

Attest:  _____
City Clerk

Attest: _____

**CITY OF HATTIESBURG
HOUSING REHABILITATION (25K+)
GRANT AWARD AGREEMENT**

General Terms and Conditions

1. _____ I certify that I currently live in and own the home for which I am accepting repair assistance.
2. _____ I agree to remain in Hattiesburg during the course of the repairs being performed and to make my home accessible between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise arranged.
3. _____ I understand that I am responsible for packing and storage of jewelry, family heirlooms, food, cleaning and other chemicals, lawn equipment, and toiletries for the duration of the repair work as necessary.
4. _____ I understand that the discovery of illegal activities or the use of verbal or physical threats of harm towards City employees, the contractor or his workers will result in an immediate termination of all repair activities.
5. _____ I agree that the City has irrevocable rights and permission to use my name and to use, reproduce, exhibit, copyright and publish photographic images and/or videotaped images of me and/or my home for advertising, trade and/or any other lawful purpose.
6. _____ I agree to attend Homeowner's Maintenance Training and understand that I will be contacted with the dates and times for this mandatory training.
7. _____ I certify that I am not an employee of the City of Hattiesburg, nor do I have an immediate family member who is an elected official of the City of Hattiesburg nor an employee who is responsible for the administration, management and oversight of the program (Community Development Division Staff).
8. _____ I hereby agree to occupy the home to be rehabilitated for a period of not less than **five (5) years** after completion of the repairs funded under in the Housing Rehabilitation Program. **(Homeowner acknowledges and agrees that this agreement shall be binding on his/hers/their heirs, executors and assigns.)**
9. _____ I agree to repay the prorated grant amount and legal fees associated with securing repayment to the City should I sale, transfer or dispose of the property prior to the expiration of the **five (5) year** affordability period.
10. _____ I understand that I cannot apply for another Housing Rehabilitation or Housing Repair Grant within the **five (5) year** affordability period.
11. _____ I hereby agree to maintain homeowner's insurance and when applicable, flood insurance.
12. _____ I hereby agree to maintain all county and city property taxes as they come due during the affordability period.
13. _____ I hereby agree that the completion of the repairs for which these grant funds are awarded shall constitute a complete work agreement and I will sign all the necessary paperwork to allow for payment to the contractor.

By my signature below I, **Carolyn Butler of 610 Cypress Avenue**, agree to all the terms of this grant and understand that failure to abide by any of the terms will result in forfeiture of my grant and/or repayment of expended grant funds this the _____ day of _____, 2017.

Homeowner's Signature

Spouse's Signature

GRANT AWARD

The Homeowner(s), Carolyn Butler of 610 Cypress Avenue, is hereby awarded a Housing Rehabilitation Grant for General Construction costs in an amount not to exceed \$50,000 [excluding 10% allowance for change order/discovery repairs according to the Housing Rehabilitation and Housing Programs Manual Section VIII (E)]. Lead and Asbestos activities have been contracted separately on this the 8th day of August, 2017.

City of Hattiesburg, Mississippi

Contractor

By: _____


Toby Barker, Mayor

By: _____

Date: August 8, 2017

Date: _____

Attest: _____


City Clerk

Attest: _____

CITY OF HATTIESBURG COMMUNITY DEVELOPMENT
Homeowner Rehabilitation/Reconstruction Program
Project HRRP

Contractor & Owner Agreement

THIS AGREEMENT, made the 8th day of August, 2017 and between the City of Hattiesburg Community Development Division (COHCD) Homeowner Rehabilitation/Reconstruction Program (HRRP) and Carolyn Butler of 610 Cypress Avenue, hereinafter called Owner, and Hollimon Construction (Curtis Hollimon), with its principal place of business located at 145 Hinton Drive, Hattiesburg, Mississippi 39401, hereinafter called the Contractor.

WITNESSETH

1. **SCOPE OF WORK**

The Contractor shall furnish all labor, materials, tools, supplies, supervision and other services and shall perform all operations necessary and required to satisfactorily complete the work shown on the drawings, work write-up (Exhibit 1), work agreement (Exhibit 2) and described in the specifications and other Contract Documents prepared for the **610 /Cypress Avenue** Project by COHCD, said work to be performed on the structure(s)/property located at **610 Cypress Avenue**, Hattiesburg, Mississippi, all in accordance with terms of the Contract Documents.

2. **TIME OF COMPLETION**

The Owner/COHCD shall issue a written Notice to Proceed within 5 days from the date of the Owner/COHCD signing of this Agreement, accepting the Contractor's bid and proposal, providing the Contractor has obtained the necessary permits and related documents (if needed) and has presented them to the Owner/COHCD. If the Notice to Proceed is not received by the Contractor within this 5 day period, the Contractor may at his option terminate his obligation under this Agreement, provided he has obtained the necessary permits and related documentation within (15) days from the date of the Owner's/COHCD's signing of this Agreement, the Owner/COHCD has the option of terminating the Contract for cause.

The Contractor shall commence working within ten (10) calendar days, as time is of the essence in the completion of this contract, after issuance of the Notice to Proceed, and it is to be completed within sixty (60) working days after the issuance of the Notice to Proceed. **One hundred dollars (\$100.00) per day, as liquidated damages, will be deducted from the final payment for every day project rehabilitation completion exceeds sixty (60) working days.** The Owner/COHCD has the option of terminating the Contract for failure to commence work within the time allowed by the Contract Agreement.

3. **COMPENSATION**

As full consideration for the satisfactory performance by Contractor of this Contract, the Owner/COHCD shall pay to the Contractor the sum of Forty-nine thousand eight hundred dollars and 00/100 (\$49,800.00) subject to any written additions or deductions provided and incorporated herein, in accordance with the payment provisions of this Contract.

4. CHANGES IN THE WORK

The Owner/COHCD without invalidating the Contract may order Changes in Work consisting of additions, deletions, or modifications, the Contract Sum and the Contract Time being adjusted accordingly. All such Changes in the Work shall be authorized by written Change Order signed by the Owner and COHCD or their duly authorized agent.

The Contract Sum and the Contract Time may be changed by a Change Order. The cost or credit to the Owner/COHCD from a Change in the Work shall be determined by mutual agreement before executing the Work involved.

5. CORRECTION OF WORK

The Contractor shall correct any work that fails to conform to the requirements of the Contract Documents where such failure to conform appears during the progress of the Work, and shall remedy any defects due to faulty materials, equipment or workmanship which appears within a period of one year from the Date of substantial Completion of the Contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. The provisions of this statement apply to Work done by Subcontractors as well as to Work done by direct employees of the Contractor.

6. TERMINATION BY THE OWNER

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provisions of the Contract, the Owner/COHCD may, after seven days written notice to the Contractor and without prejudice to any other remedy they may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. If the Contractor's workmanship is deficient and he fails to remedy such work within a specified time period, the Owner/COHCD, at their option, may terminate the Contract and take possession of the site and all materials, supplies and equipment incorporated in the work thereon. The Owner/COHCD may finish the Work by whatever method they may deem expedient. If the unpaid balance of the Contract Sum exceeds the expenses of finishing the Work, such excess shall be paid to the Contractor for approved work completed, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner/COHCD.

7. PAYMENTS/DRAWS

Payments may be withheld on account of (1) defective Work not remedied, (2) claims filed, (3) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment, (4) damage to another contractor or (5) unsatisfactory prosecution of the Work of the Contractor.

Final payment shall not be due until the Contractor has delivered to the Owner/COHCD filed lien waivers/releases, indemnifying them against any lien.

The making of final payment shall constitute a waiver of all claims by the Owner/COHCD except those arising from (1) unsettled liens, (2) faulty or defective Work appearing after Substantial Completion, (3) failure of Work to comply with the Requirements of the Contract Documents or (4) terms of any special guarantees required

by the Contract Documents. The acceptance of the final payment shall constitute a wavier of all claims by the Contractor except those preciously made in writing and still unsettled.

1. _____
2. _____
3. _____
4. _____
5. _____

8. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due thirty (30) days after completion and acceptance of the work, provided the Contract has been satisfactorily performed, subject to the provision of the General Conditions of the Contract.

9. DEED RESTRICTION

There will be deed restriction attached to **610 Cypress Avenue** for five (5) years. Homeowner agrees to occupy the rehabilitated home for five (5) years after rehabilitation activities are completed. The homeowner agrees to pay the prorated grant amount and legal fees associated with securing repayment to the City of Hattiesburg in the event the property is sold, transferred or disposed of prior to the expiration of the five (5) year affordability period. **Homeowner acknowledges and agrees that this contract shall be binding on his/hers/their heirs, executors and assigns.**

10. ASSIGNMENT OF CONTRACT

This agreement may not be assigned to any Contractor or Agent of Contractor. IN WITNESS WHEREOF, the parties hereto executed this Agreement the 7th day of September, 2017.

Carolyn Butler 9/7/17
Carolyn Butler Date

Spouse's Signature Date

City of Hattiesburg, Mississippi

By: Toby Barker
Toby Barker, Mayor

Date: August 8, 2017

Attest: [Signature]
City Clerk

Contractor

By: Curtis Hallman

Date: 9-7-17

Attest: [Signature]

CITY OF HATTIESBURG
HOUSING REHABILITATION (25K+)
GRANT AWARD AGREEMENT

General Terms and Conditions

1. C.B. I certify that I currently live in and own the home for which I am accepting repair assistance.
2. C.B. I agree to remain in Hattiesburg during the course of the repairs being performed and to make my home accessible between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise arranged.
3. C.B. I understand that I am responsible for packing and storage of jewelry, family heirlooms, food, cleaning and other chemicals, lawn equipment, and toiletries for the duration of the repair work as necessary.
4. C.B. I understand that the discovery of illegal activities or the use of verbal or physical threats of harm towards City employees, the contractor or his workers will result in an immediate termination of all repair activities.
5. C.B. I agree that the City has irrevocable rights and permission to use my name and to use, reproduce, exhibit, copyright and publish photographic images and/or videotaped images of me and/or my home for advertising, trade and/or any other lawful purpose.
6. C.B. I agree to attend Homeowner's Maintenance Training and understand that I will be contacted with the dates and times for this mandatory training.
7. C.B. I certify that I am not an employee of the City of Hattiesburg, nor do I have an immediate family member who is an elected official of the City of Hattiesburg nor an employee who is responsible for the administration, management and oversight of the program (Community Development Division Staff).
8. C.B. I hereby agree to occupy the home to be rehabilitated for a period of not less than **five (5)** years after completion of the repairs funded under in the Housing Rehabilitation Program. **(Homeowner acknowledges and agrees that this agreement shall be binding on his/hers/their heirs, executors and assigns.)**
9. C.B. I agree to repay the prorated grant amount and legal fees associated with securing repayment to the City should I sale, transfer or dispose of the property prior to the expiration of the **five (5)** year affordability period.
10. C.B. I understand that I cannot apply for another Housing Rehabilitation or Housing Repair Grant within the **five (5)** year affordability period.
11. C.B. I hereby agree to maintain homeowner's insurance and when applicable, flood insurance.
12. C.B. I hereby agree to maintain all county and city property taxes as they come due during the affordability period.
13. C.B. I hereby agree that the completion of the repairs for which these grant funds are awarded shall constitute a complete work agreement and I will sign all the necessary paperwork to allow for payment to the contractor.

By my signature below I, Carolyn Butler of 610 Cypress Avenue, agree to all the terms of this grant and understand that failure to abide by any of the terms will result in forfeiture of my grant and/or repayment of expended grant funds this the 10 day of September, 2017.

Carolyn Butler
Homeowner's Signature

Spouse's Signature

GRANT AWARD

The Homeowner(s), Carolyn Butler of 610 Cypress Avenue, is hereby awarded a Housing Rehabilitation Grant for General Construction costs in an amount not to exceed \$50,000 [excluding 10% allowance for change order/discovery repairs according to the Housing Rehabilitation and Housing Programs Manual Section VIII (E)]. Lead and Asbestos activities have been contracted separately on this the 8th day of August, 2017.

City of Hattiesburg, Mississippi

Contractor

By: Foby Barker
Foby Barker, Mayor

By: Curis Hollem

Date: August 8, 2017
Attest: [Signature]
City Clerk

Date: 9-7-17
Attest: [Signature]



City of Hattiesburg, MS

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

Master

File Number: 2017-592

File ID: 2017-592

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 07/31/2017

Brief Title: Approve and adopt revised Citizen Participation Plan for CDBG and HOME Programs and authorize submittal to HUD. {Entitlement}

Final Action: 08/08/2017

Minute Book Number: MB2017-335-336

Title:

Approve and adopt revised Citizen Participation Plan for CDBG and HOME Programs and authorize submittal to HUD. {Entitlement}

Notes:

Agenda Date: 08/08/2017

Indexes:

Agenda Number: VI.-11

Sponsors:

Enactment Date:

Attachments: Revised Citizen Participation Plan

Enactment Number:

Contact:

Meeting Date: 08/08/2017

Drafter: Clarence Williams

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/08/2017	Approve				Pass
Action Text: A MOTION was made by Council Vice President Dryden and seconded by Council Member Delgado to Approve and adopt revised Citizen Participation Plan for CDBG and HOME Programs and authorize submittal to HUD. {Entitlement}							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							
Yea: 5 Council Member George Council Member Delgado Council President Carroll Council Vice President Dryden Council Member Brown							

Text of Legislative File 2017-592

Title

Approve and adopt revised Citizen Participation Plan for CDBG and HOME Programs and authorize submittal to HUD. {Entitlement}

Summary

Approve and adopt revised Citizen Participation Plan for CDBG and HOME Programs and authorize submittal to HUD. {Entitlement}

Budget Information

Expenditure Type

Purchasing Item

Publication Information



Revised Citizen Participation Plan

**City of Hattiesburg, Mississippi
Department of Urban Development
Community Development Division
August 8, 2017**

I. INTRODUCTION

As an entitlement community, City of Hattiesburg is eligible to receive Community Development Block Grants (CDBG) and HOME Investment Partnerships program (HOME) funds from the U.S. Department of Housing and Urban Development (HUD). These funds are used to administer housing and community development grants and programs within the City. The goals of the CDBG and HOME Investment Partnerships programs are to develop viable urban communities through the provision of decent housing and economic opportunities for low- and moderate-income residents. Federal law requires the City to develop a detailed Citizen/Resident Participation Plan to describe the City's policies and procedures for public involvement in the use of CDBG and HOME funds. This Plan supersedes all other Citizen Participation Plans, which may have been adopted by the City of Hattiesburg, Mississippi.

Each Consolidated Plan must contain a strategy for citizen participation in the Consolidated Plan, Annual Action Plan and Assessment of the Fair Housing process. This document outlines the City of Hattiesburg's revised plan for soliciting and receiving input during preparation five-year Consolidated Plan (CP), individual yearly Annual Action Plans (AAP), the Consolidated Annual Performance Evaluation Report (CAPER), and the Assessment of Fair Housing (AFH) during the applicable program years.

The Citizen Participation Plan (CPP) for the City of Hattiesburg was drafted in accordance with Sections 91.100 and 91.105 of HUD's Consolidated Plan regulations. The U.S. Department of Housing and Urban Development published a Final Rule at 24 CFR Part 5 regarding a grantee's obligation to Affirmatively Further Fair Housing. The new rule sets forth a meaningful and transparent process to identifying and understanding local and regional fair housing issues and to set goals for improving fair housing choice and access to opportunity. Under the new rule, the citizen participation plan requirements at 24 CFR 91.105 for local governments have been revised to accommodate the new AFH. The analysis undertaken pursuant to §5.154 requires consultation and community participation in the analysis of fair housing priorities and goals. Overall, the AFFH rule has revised the citizen participation process at 24 CFR 91.105(a)(1) and (a)(2)(i) through (iii). Paragraph 91.105(a)(4) is added and paragraphs §91.105(b), (c), (d), (f) through (U) and (1) and are revised to reflect additional citizen participation requirements for local governments. The City of Hattiesburg's Citizen Participation Plan is amended to incorporate said requirements.

The primary goal of this Citizen/Resident Participation Plan is to provide all citizens/residents of the community with adequate opportunity to participate in an advisory role in the planning, implementation, and assessment of the City's HUD Programs. The Plan sets forth policies and procedures for citizen/resident participation, which are designed to maximize the opportunity for citizen/resident participation in the community development process. Special emphasis has been placed on encouraging participation by persons of low- and moderate incomes, residents of blighted neighborhoods, and residents of areas where community development funds are utilized. Additionally, emphasis shall be placed on obtaining participation from public housing authorities, residents of public housing, non-English speaking persons, minorities, and persons with disabilities.

The Citizen/Resident Participation Plan provides for and encourages citizens/residents to participate in the planning, development, implementation, and evaluation of the City's Housing and Community Development plans and programs. The Citizen/Resident Participation Plan focuses on public involvement in the process of developing the City's Housing and Community Development Consolidated Plan (Consolidated Plan), Annual Action Plan, and a review of the Consolidated Annual Performance, Evaluation Report (CAPER) and Assessment of Fair Housing (AFH). Substantial amendments to the Consolidated Plan and the Annual Action Plan go before citizens/residents for evaluation and comments prior to City Council approval.

Stakeholder Involvement

The Consolidated Plan, Annual Action Plan, and the Assessment of Fair Housing processes will offer multiple opportunities for citizen participation. During the development of the Consolidated Plan and Annual Action Plan, the City will consult with public and private agencies that provide assisted housing, health and social services in order to ensure the interests and needs of all groups are being adequately addressed. Consultation will occur through citizen participation opportunities, not limited to community meetings and interviews conducted with organizations, including those that provide services to special needs populations, and the incorporation of data and reported produced by such organizations.

Under the consulting process per §91.100(a)(1)(5), the City of Hattiesburg shall consult with other public and private agencies that provide assisted housing, health services and social services, including those focusing on services to children, elderly persons, persons with disabilities, person with HIV/AIDS and their families, and homeless persons. In addition to the public – including those often underrepresented in public processes – the City of Hattiesburg will consult with community-based and regionally-based organizations that represent protected class members and organizations that enforce fair housing law, including fair housing enforcement agencies; fair housing assistance programs, nonprofit agencies that receive funding under Fair Housing Initiative programs; and other public and private fair housing agencies when preparing both the AFH and the Consolidated Plan. This may include but not limited to participants in fair housing organizations.

Public Housing Authorities

The intent of consultation will help provide a better basis for the certification by the authorized officials that the PHA Plan is consistent with the Consolidated Plan and the City's description of its strategy for affirmatively furthering fair housing. Under §91.100(c)(1), the City of Hattiesburg shall consult with public housing authorities (PHAs) operating in the jurisdiction. This consultation will continue to consider public housing needs, planned program and activities under the Consolidated Plan. Participation with PHAs operating in the jurisdiction on the AFH, will include consulting on strategies for affirmatively furthering fair housing in the Consolidated Plan. The City of Hattiesburg will continue to obtain PHA input on addressing fair housing issues in the public housing and Housing Choice Voucher programs.

Citizens/Residents are encouraged to participate in all phases of the City's HUD Programs and will be provided full access to program information. However, final responsibility and authority

for the development and implementation of the programs will lie with the City of Hattiesburg City Council.

Citizen Comments on Citizens/Resident Participation Plan and Amendments

Public comment on the development or amendment to the Citizen/Resident Participation Plan is provided in the following manner:

- a) Notification of the revision or amendment to the Citizen/Resident Participation Plan shall be published in the local newspaper thirty days prior to City Council consideration of the adoption of revisions or amendments;
- b) A public hearing for comments on the Citizen/Resident Participation Plan will be held a minimum of fourteen (14) days prior to City Council consideration of the adoption of revisions or amendments;
- c) The City will make the Citizen/Resident Participation Plan available to persons with disabilities and/or non-English speaking persons in an accessible format upon request; and
- d) The Citizen/Resident Participation Plan will be published on the City's website.

DEFINITIONS

Community Development Block Grant

Community Development Block Grant (CDBG) is a formula grant provided annually to the City to administer, subject to federal appropriations. It is used for a variety of housing and community development programs and activities with the objective of providing decent housing, a suitable living environment, and expanded economic opportunities that benefit low- and moderate-income persons in the City.

HOME Investment Partnerships Program (HOME)

HOME program is a formula grant provided annually to the City to administer, subject to federal appropriations by HUD. HOME funds are utilized to carry out activities that expand the supply of decent affordable housing to low- and moderate-income households, expand the capacity of non-profit housing providers, strengthen the ability of State and Local government to provide housing, and leverage private sector participation in the provision of decent affordable housing.

Housing and Community Development Consolidated Plan

Every five years, staff of the Urban Development Department – Community Development Division, with assistance and input City residents, develops a new Housing and Community Development Consolidated Plan (Consolidated Plan). The Consolidated Plan identifies community needs and formulates a Five-Year strategic plan with objectives, implementation strategies, and outcomes that address the needs for housing, community and economic development, and human service needs of residents within the City.

Annual Action Plan

The Consolidated Plan guides the development of an Annual Action Plan. The Annual Action Plan outlines the City's funding priorities and sets goals during the program year for assisting citizens of Hattiesburg in obtaining clean, safe, and affordable living conditions. The plan outlines the City's efforts towards reducing homelessness, and lists community and economic development projects targeted for funding. The City works with advisory boards, social service agencies, non-profits, and interest groups to develop the Annual Action Plan.

Before the Consolidated and Annual Action Plans are adopted, the City makes public the amount of funds available (including program income), the range of activities that can be undertaken with each grant, the estimated amount of funds that will benefit low- and moderate-income persons, the City's plans to minimize displacement, and when and how the City will make this information available to the public.

Consolidated Annual Performance and Evaluation Report (CAPER)

Performance measurements are designed to monitor all applications and to determine the impacts of the City's housing and community development programs and activities. The City has established a vigorous performance measurement system to review the outcomes of all programs funded with HUD dollars. The Consolidated Annual Performance and Evaluation Report (CAPER) documents accomplishments of CDBG and HOME program investments in the City. The CAPER presents information to assist citizens in the evaluation of the City's performance in meeting goals of the Annual Action Plan and subsequently the Consolidated Plan.

II. FEDERAL CITIZEN/RESIDENT PARTICIPATION REQUIREMENTS

A grantee must develop and follow a detailed plan that provides for and encourages citizen/resident participation. This integral process emphasizes participation by persons of low- or moderate- income, particularly residents of predominantly low- and moderate-income neighborhood, slum or blighted areas, and areas in which the grantee proposes to use CDBG and HOME funds. The plan must provide citizens/residents with the following: reasonable and timely access to local meetings; an opportunity to review proposed activities and program performance; provide for timely written answers to written complaints and grievances; and identify how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate.

Annual program application submitted to HUD must:

- 1 Give maximum feasible priority to programs that will principally benefit low – and moderate –income families or aid in the prevention of slum and blighted conditions.
2. Have provided citizens/residents with information as to the amount of funds expected to be annually available (including the annual program income that is expected to be received during the program year, together with any program income received during the preceding program year that has not yet been allocated to a project during the development of the annual program.)

3. Set out costs and other resources to be used, as well as a description of the targeted areas (if there are any.
4. Contain proper provisions for community involvement in the review and preparation of the Consolidated Plan and Annual Action Plan.

The City of Hattiesburg desires that citizen/resident groups play an active advisory role in the planning, implementation, and assessment of the U.S. Department of Housing and Urban Development programs. In order for citizens/residents to better understand this advisory role, and participate in the process, the following clarifications are provided:

Advisory Role in Planning: During the information gathering process for the five-year Consolidated Plan, the Annual Action Plan, other program activities, all public comment periods, and public hearings, citizens/residents are encouraged to submit views, project proposals, and priorities in an effort to advise the Urban Development Department Programs and the City Council so that the City can plan activities for the upcoming program Year(s). Citizens may submit their views and priorities throughout the year by calling or visiting the: Community Development Division, 200 Forrest Street, Hattiesburg, Mississippi 39401, 601-554-10066 or writing the Community Development Manager at P. O. Box 1898, Hattiesburg, Mississippi 39401-1898.

Advisory Role in Implementing the Projects: Citizens/Resident will be encouraged to visit project sites and locations and to submit their views, either positive or negative, as to how well the projects are being carried out. Citizens/Resident with suggestions as to how projects might better be implemented are encouraged to call, visit, or submit a written letter to the Department at any time during the year.

Encouraging Public Participation

Citizen/Resident Participation Plan requirements are designed to encourage participation by low- and moderate-income persons, particularly those living in low- and moderate- income areas where CDBG funds are proposed to be used. Local and regional institutions and organizations, including businesses, non-profits, neighborhood associations, and faith based groups are encouraged to take part in the process of developing and implementing the City's housing and community development plans and programs.

Low- and moderate-income individuals, minorities, non-English speakers, and residents of public and assisted housing benefiting from CDBG and HOME programs will be notified and encouraged to participate through community newspapers, neighborhood group meetings, minority publications, and through attending various community meetings.

The City will consider all comments received in writing or given orally at public hearings during the preparation of the Consolidated Plan, Annual Action Plan, the CAPER and the Assessment of Fair Housing.

The Role of Low Income Persons

Citizen/Resident Participation Plan requirements are aimed at developing viable urban communities through the provision of decent housing and the implementation of mechanisms that enhance community development. This includes assisting low- and moderate-income persons to find suitable living environments, decent housing, and sustained living wage jobs.

A variety of local service agencies and private groups are involved in recommending and implementing specific funding strategies that address affordable housing, homelessness, and community development activities in the City. In order to grasp the true needs of low income residents, representatives of social services agencies and the low- and moderate-income individuals they serve are encouraged to take part at all stages of the process including:

- ☐ Identifying needs
- ☐ Setting priorities and goals
- ☐ Funding allocation
- ☐ Recommending strategies and programs that best serve the needs of individuals receiving assistance from CDBG and HOME funded activities.

Eligible Activities

Over a 1, 2, or 3-year period, as selected by the grantee, not less than 70 percent (70%) of CDBG funds must be used for activities that benefit low- and moderate-income persons. In addition, each activity must meet one of the following national objectives for the program: benefit low- and moderate-income persons; prevention or elimination of slums or blight; or address community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community for which other funding is not available.

III. STAGES OF THE CITIZEN PARTICIPATION PLAN DEVELOPMENT PROCESS

1. Assessment and identification of housing and community development needs.
2. The draft Consolidated Plan and/or Annual Action Plan and the draft Assessment of Fair Housing.
3. Formal approval by the City Council of the Consolidated Plan and/or final Annual Action Plan.
4. Substantial and Minor amendments necessary to change the use of funds already budgeted in an Annual Action Plan or established in the Consolidated Plan.
5. Performance Reviews in the CAPER.

1 Prior to the adoption of a draft Consolidated Plan, the Annual Action Plan and the AFH Plan, the City will make available to interested parties the draft Consolidated Plan/Action Plan and Executive Summary for a comment period of no less than 30 days. The availability of the draft Consolidated Plan will be advertised on the City's website and in local newspapers, as applicable in the jurisdiction. The Consolidated Plan contains the City's funding priorities and goals during the five-year planning period. The Action Plan will contain the amount of assistance the City anticipates to receive from the U.S. Department of Housing and Community Development, and the activities and funding plan proposed for the program year. Plan will be available for review at the City's Urban Development Department during the full public comment period. Citizens/Resident will be given reasonable and timely access to local meetings, information, and records relating to the proposed use of community development funds. Copies of all reports and materials relevant to a Hattiesburg City Council meeting will be available on the Thursday before the Monday meeting at the Urban Development Department, 200 Forrest Street. Information can also be found on the City's website at <http://www.cityofhattiesburg.com>.

2. Under §91.105(i), technical assistance will be provided to groups and agencies representing low- and moderate-income persons when requesting assistance in developing project/funding proposals. Typical entities requesting technical assistance may include neighborhood associations, city advisory boards and commissions, interest groups, non-profit agencies, and citizens/residents. Such groups will be responsible for the actual writing and submission of proposals.

3. At least two public hearings will be held every year to obtain citizen/resident views and to respond to proposals at different stages of the programs administered by the Community Development Division, specifically: the development of the Consolidated Plan, the solicitation of program/project proposals for the Annual Action Plan; and the annual hearing on the prior year's CAPER.

4. The meeting place of public hearings or public meetings shall be suitable to accommodate persons with disabilities.

5. Written answers to complaints and grievances will be provided within 15 working days. Complaints and grievances may be addressed to the Community Development Division, 200 Forrest Street, Hattiesburg, MS 39401

6. Efforts will be made to meet the needs of those likely to benefit from housing and urban development programs including persons with special needs, the homeless, minorities, and non-English speaking residents by providing opportunities for participation in plan development and in public hearings. Alternative forms of the documents including translated versions will be provided upon request. Staff will need a 48 hour advance notice to provide for those who can reasonably be expected to attend and participate in such activities.

7. Consultation efforts will be made with social service agencies, State of Mississippi departments specifically concerned with lead based paint hazards and non-housing activities, adjacent local government entities, and local housing authorities.

8. A variety of methods, including the City's internet site, shall be used to facilitate the review and evaluation of proposed housing and urban development policies, programs, and projects.

DEPARTMENT of URBAN DEVELOPMENT PROGRAMS

Each year citizens/residents and interested agencies will be notified of the funding level of assistance expected in the upcoming year; initial information may be based on local estimates. Citizens/Residents and interested entities will also be informed of the amount of funding expected to benefit low- and moderate- income persons.

Except as outlined in Amendments, the types of activities funded each year will be determined through the process outlined in this Citizen/Resident Participation Plan. Programs and activities administered by the Urban Development Department will be aligned directly to the needs and goals identified in the Consolidated Plan.

PUBLIC NOTICE

City of Hattiesburg will provide advance notice once any of the following documents are available for public comment.

1. Consolidated Plan
2. Annual Action Plan
3. Proposed Amendments
4. Consolidated Annual Performance and Evaluation Report.

Notice will be published in a newspaper of general circulation to advise citizens/residents of the hearings and deliberations scheduled. Information of the date, time and place of these hearing will be made available through these advertisements and other publications. Efforts will be made to advertise in media that serves non-English speaking households in the community.

Prior to final adoption of the Consolidated Plan and Annual Action Plan, a 30-day comment period will be required to receive written comments. A brief summary of the plan will be published in the Hattiesburg American and, if feasible, in media that serves non-English speaking persons. The notice will also provide information about the location where complete copies of the plan may be reviewed.

IV. CITY OF HATTIESBURG NEIGHBORHOOD ASSOCIATIONS

A primary vehicle for the citizen/resident participation element of the City's Community Development Programs will be the City's neighborhood associations. These associations are officially recognized by the Planning Commission and City Council.

VI. CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER)

Citizens/Resident and citizen/resident groups will be requested to assess and comment on the performance of programs, projects, and services funded through the Urban Development Department. A 15-day comment period is required prior to City Council approval of the CAPER.

VII. RESPONSE TO SUBMISSION OF VIEWS AND PROPOSALS

The City will respond to all complaints or grievances submitted. Project proposals shall be responded to and addressed at the public hearing for the program year. Testimony received at a public hearing, if properly addressed, will not require a written response.

VIII. COMPLAINT PROCEDURES

When complaints are addressed to the City regarding the Community Development Programs, every effort will be made to respond in writing within fifteen (15) working days of receipt of such complaint. Complaints should be addressed to: Urban Development Department, 200 Forrest St. Hattiesburg, Mississippi 39401, 601-554-1006 and City Council at P.O. Box 1898, Hattiesburg, Mississippi 39403-1898.

IX. AVAILABILITY OF PROGRAM RECORDS AND INFORMATION

The Consolidated Plan and other documents, including citizens/residents comments related to the Final Plan and relevant to covered programs, will be made available for public review at the written notice of an amendment to projects acted on by the City Council shall be published in a newspaper of general circulation to provide a period of not less than 30 days to receive comments on the amendment prior to implementation.

These documents include but are not limited to the Consolidated Plan, Annual Action Plan, Citizen Participation Plan, Annual Performance Report, Affirmatively Furthering Housing Plan and minutes of public meetings Copies will be available on the City's website.

ANNUAL ACTION PLAN

1. Substantial Amendments

A substantial amendment to the Annual Action Plan means an amendment that includes:

- a. Changes in approved federal funding sources.
- b. Proposals that change land use to one that requires a special or conditional use permit or is likely to result in a 50% change in capacity or amount of service provided.
- c. There is a change in the priority needs served by the original proposal.
- d. The cost of completing the project or conducting a program exceeds the original approved budget by 50% or more.

Substantial amendments require a public hearing and City Council approval. City staff shall review all substantial amendments. Written notices of City Council consideration of substantial amendments shall be published in a newspaper of general circulation to provide a period of not less than thirty days to receive comments on the substantial amendment before implementation.

2. Minor Amendments

Any change to a project contained in the Annual Action Plan that does not meet the conditions for a substantial amendment.

The Urban Development Director or designee is granted authority to decide minor amendments to the Annual Action Plan. This is the final local determination unless acted upon by City Council.

Written notice of an amendment to projects acted on by the City Council shall be published in a newspaper of general circulation to provide a period of not less than 30 days to receive comments on the amendment prior to implementation.

V. AMENDMENTS

All substantial amendments must be acted on by the Hattiesburg City Council.

CONSOLIDATED PLAN

1. Substantial Amendment

A substantial amendment to the Consolidated Plan means an amendment that changes the intent of the plan by modifying adopted priority needs and implementation strategies. Substantial amendments require a public hearing and City Council approval. City staff shall review substantial amendments. City staff may provide recommendations to the City Council. Written notices of City Council consideration of substantial amendment shall be published in a newspaper of general circulation to provide a period of not less than thirty days to receive comments on the substantial amendment before implementation.

2. Minor Amendment

- a. Amendments that change the text of the Consolidated Plan to correct errors, or changes to text, which will not modify the intent of the plan by changing adopted priority needs, and implementation strategies; or
- b. Any amendment that does not qualify as a substantial amendment as defined above.
- c. The Urban Development Director or designee is granted authority to decide minor amendments to the Consolidated Plan. Notwithstanding this authority, the Federal and State Programs Director or designee may refer a minor amendment for action. The decision of the Urban Development Director is the final local determination unless acted upon by City Council.

the HUD-provided data available to the public by cross-referencing to the data on HUD's Web site.

(ii) The citizen participation plan must require that, before the jurisdiction adopts a consolidated plan, the jurisdiction will make available to residents, public agencies, and other interested parties information that includes the amount of assistance the jurisdiction expects to receive (including grant funds and program income) and the range of activities that may be undertaken, including the estimated amount that will benefit persons of low- and moderate-income. The citizen participation plan also must set forth the jurisdiction's plans to minimize displacement of persons and to assist any persons displaced, specifying the types and levels of assistance the jurisdiction will make available (or require others to make available) to persons displaced, even if the jurisdiction expects no displacement to occur.

(iii) The citizen participation plan must state when and how the jurisdiction will make this information available.

(2) The citizen participation plan must require the jurisdiction to publish the proposed AFH and the proposed consolidated plan in a manner that affords its residents, public agencies, and other interested parties a reasonable opportunity to examine its content and to submit comments. The citizen participation plan must set forth how the jurisdiction will publish the proposed AFH and the proposed consolidated plan and give reasonable opportunity to examine each document's content. The requirement for publishing may be met by publishing a summary of each document in one or more newspapers of general circulation, and by making copies of each document available on the Internet, on the jurisdiction's official government Web site, and as well at libraries, government offices, and public places. The summary must describe the content and purpose of the AFH or the consolidated plan (as applicable), and must include a list of the locations where copies of the entire proposed document may be examined. In addition, the jurisdiction must provide a reasonable number of free copies of the plan or the AFH (as applicable) to residents and groups that request it.

(3) The citizen participation plan must provide for at least one public hearing during the development of the AFH or the consolidated plan (as applicable). See paragraph (e) of this section for public hearing requirements, generally.

(4) The citizen participation plan must provide a period, not less than 30 calendar days, to receive comments from residents of the community on the consolidated plan or the AFH (as applicable).

(5) The citizen participation plan shall require the jurisdiction to consider any comments or views of residents of the community received in writing, or orally at the public hearings, in preparing the final AFH or the final consolidated plan (as applicable). A summary of these comments or views, and a summary of any comments or views not accepted and the reasons why, shall be attached to the final AFH or the final consolidated plan (as applicable).

(c) *Consolidated plan amendments and AFH revisions*—(1)(i) *Criteria for amendment to consolidated plan.* The citizen participation plan must specify the criteria the jurisdiction will use for determining what changes in the jurisdiction's planned or actual activities constitute a substantial amendment to the consolidated plan. (See §91.505.) The citizen participation plan must include, among the criteria for a substantial amendment, changes in the use of CDBG funds from one eligible activity to another.

(ii) *Criteria for revision to the AFH.* The jurisdiction must specify the criteria the jurisdiction will use for determining when revisions to the AFH will be required. (At a minimum, the specified criteria must include the situations described in 24 CFR 5.164.)

(2) The citizen participation plan must provide community residents with reasonable notice and an opportunity to comment on substantial amendments to the consolidated plan and revisions to the AFH. The citizen participation plan must state how reasonable notice and an opportunity to comment will be given. The citizen participation plan must provide a period, of not less than 30 calendar days, to receive comments on the consolidated plan substantial amendment or any revision to the AFH before the consolidated plan substantial amendment is implemented or the revised AFH is submitted to HUD for review.

(3) The citizen participation plan shall require the jurisdiction to consider any comments or views of residents of the community received in writing, or orally at public hearings, if any, in preparing the substantial amendment of the consolidated plan or significant revision to the AFH (as applicable). A summary of these comments or views, and a summary of any comments or views not accepted and the reasons why, shall be attached to the substantial amendment of the consolidated plan or revision to the AFH (as applicable).

(d) *Performance reports.* (1) The citizen participation plan must provide citizens with reasonable notice and an opportunity to comment on performance reports. The citizen participation plan must state how reasonable notice and an opportunity to comment will be given. The citizen participation plan must provide a period, not less than 15 days, to receive comments on the performance report that is to be submitted to HUD before its submission.

(2) The citizen participation plan shall require the jurisdiction to consider any comments or views of citizens received in writing, or orally at public hearings in preparing the performance report. A summary of these comments or views shall

be attached to the performance report.

(e) *Public hearings*—(1)(i) *Consolidated plan*. The citizen participation plan must provide for at least two public hearings per year to obtain residents' views and to respond to proposals and questions, to be conducted at a minimum of two different stages of the program year. Together, the hearings must address housing and community development needs, development of proposed activities, proposed strategies and actions for affirmatively furthering fair housing consistent with the AFH, and a review of program performance.

(ii) *Minimum number of hearings*. To obtain the views of residents of the community on housing and community development needs, including priority nonhousing community development needs and affirmatively furthering fair housing, the citizen participation plan must provide that at least one of these hearings is held before the proposed consolidated plan is published for comment.

(iii) *Assessment of Fair Housing*. To obtain the views of the community on AFH-related data and affirmatively furthering fair housing in the jurisdiction's housing and community development programs, the citizen participation plan must provide that at least one public hearing is held before the proposed AFH is published for comment.

(2) The citizen participation plan must state how and when adequate advance notice will be given to citizens of each hearing, with sufficient information published about the subject of the hearing to permit informed comment. (Publishing small print notices in the newspaper a few days before the hearing does not constitute adequate notice. Although HUD is not specifying the length of notice required, it would consider two weeks adequate.)

(3) The citizen participation plan must provide that hearings be held at times and locations convenient to potential and actual beneficiaries, and with accommodation for persons with disabilities. The citizen participation plan must specify how it will meet these requirements.

(4) The citizen participation plan must identify how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate.

(f) *Meetings*. The citizen participation plan must provide residents of the community with reasonable and timely access to local meetings, consistent with accessibility and reasonable accommodation requirements, in accordance with section 504 of the Rehabilitation Act of 1973 and the regulations at 24 CFR part 8; and the Americans with Disabilities Act and the regulations at 28 CFR parts 35 and 36, as applicable.

(g) *Availability to the public*. The citizen participation plan must provide that the consolidated plan as adopted, consolidated plan substantial amendments, HUD-accepted AFH, revisions to the AFH, and the performance report will be available to the public, including the availability of materials in a form accessible to persons with disabilities, upon request. The citizen participation plan must state how these documents will be available to the public.

(h) *Access to records*. The citizen participation plan must require the jurisdiction to provide residents of the community, public agencies, and other interested parties with reasonable and timely access to information and records relating to the jurisdiction's AFH, consolidated plan, and use of assistance under the programs covered by this part during the preceding 5 years.

(i) *Technical assistance*. The citizen participation plan must provide for technical assistance to groups representative of persons of low- and moderate-income that request such assistance in commenting on the AFH and in developing proposals for funding assistance under any of the programs covered by the consolidated plan, with the level and type of assistance determined by the jurisdiction. The assistance need not include the provision of funds to the groups.

(j) *Complaints*. The citizen participation plan shall describe the jurisdiction's appropriate and practicable procedures to handle complaints from its residents related to the consolidated plan, amendments, AFH, revisions, and the performance report. At a minimum, the citizen participation plan shall require that the jurisdiction must provide a timely, substantive written response to every written resident complaint, within an established period of time (within 15 working days, where practicable, if the jurisdiction is a CDBG grant recipient).

(k) *Use of citizen participation plan*. The jurisdiction must follow its citizen participation plan.

(l) *Jurisdiction responsibility*. The requirements for citizen participation do not restrict the responsibility or authority of the jurisdiction for the development and execution of its consolidated plan or AFH.

(Approved by the Office of Management and Budget under control number 2506-0117)

[60 FR 1896, Jan. 5, 1995; 60 FR 10427, Feb. 24, 1995, as amended at 71 FR 6962, Feb. 9, 2006; 76 FR 75967, Dec. 5, 2011; 80 FR 42360, July 16, 2015]



City of Hattiesburg, MS

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

Master

File Number: 2017-577

File ID: 2017-577

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 07/31/2017

Brief Title: Acknowledge FY17 HIDTA Subgrantee Cooperative Agreement

Final Action: 08/08/2017

Minute Book Number: MB2017-336

Title:

Acknowledge FY17 High Intensity Drug Trafficking Areas (HIDTA) Subgrantee Cooperative Agreement between the Mississippi Bureau of Narcotics, the Mississippi Gulf Coast High Intensity Drug Trafficking Area and the Hattiesburg Police Department to fund one police officer in the amount of \$21,498.00 for drug trafficking prevention activities. (nunc pro tunc)

Notes:

Agenda Date: 08/08/2017

Indexes:

Agenda Number: VI.-12

Sponsors:

Enactment Date:

Attachments: FY17 HIDTA Subgrant Cooperative Agreement

Enactment Number:

Contact:

Meeting Date: 08/08/2017

Drafter: Lindsay Coleman

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/08/2017	Acknowledge				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Vice President Dryden to Acknowledge FY17 High Intensity Drug Trafficking Areas (HIDTA) Subgrantee Cooperative Agreement between the Mississippi Bureau of Narcotics, the Mississippi Gulf Coast High Intensity Drug Trafficking Area and the Hattiesburg Police Department to fund one police officer in the amount of \$21,498.00 for drug trafficking prevention activities. (nunc pro tunc)							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							

Yea: 5 Council Member George
Council Member Delgado
Council President Carroll
Council Vice President Dryden
Council Member Brown

Text of Legislative File 2017-577

Title

Acknowledge FY17 High Intensity Drug Trafficking Areas (HIDTA) Subgrantee Cooperative Agreement between the Mississippi Bureau of Narcotics, the Mississippi Gulf Coast High Intensity Drug Trafficking Area and the Hattiesburg Police Department to fund one police officer in the amount of \$21,498.00 for drug trafficking prevention activities. (nunc pro tunc)

Summary

Acknowledge FY17 High Intensity Drug Trafficking Areas (HIDTA) Subgrantee Cooperative Agreement between the Mississippi Bureau of Narcotics, the Mississippi Gulf Coast High Intensity Drug Trafficking Area and the Hattiesburg Police Department to fund one police officer in the amount of \$21,498.00 for drug trafficking prevention activities.

Budget Information

Expenditure Type

Purchasing Item

Publication Information



STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
MISSISSIPPI BUREAU OF NARCOTICS

MARSHALL FISHER
COMMISSIONER

PHIL BRYANT
GOVERNOR

JOHN DOWDY
DIRECTOR

March 31, 2017

Chief Anthony L. Parker
Hattiesburg PD
#1 Government Plaza
701 James St
Hattiesburg, MS 39401

Dear Sir:

Congratulations! Enclosed is your FY17 HIDTA Sub grantee Cooperative Agreement. Please have the appropriate Agency Official sign the agreement acceptance section and return a copy of the agreement to me. A copy of the award letter is also enclosed for your files with your approved budgets.

Please note changes under the 2017 grant awards that are covered in Appendix C which includes the Grant Conditions section that must be signed by your agency head. In addition to part 200 of the Uniform Requirements require the sub recipient's to have the following certifications on file with the award recipient: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Certification Requiring Drug Free Workplace, Certification Regarding Lobbying, and EEOC Certification. Please fill out and sign all of these certifications and return with your MOA.

Also enclosed are blank copies of the Detailed Expenditure Worksheet and printout of your 2016 spending plan (Appendix A) as well as your awarded 2017 detailed budget. **In addition enclosed is an Overtime Certification form (Appendix B) to be used when claiming overtime reimbursements.**

If you have any questions, please call me at 601.371.3625. We look forward to working with you on this project.

Sincerely,

Shauna Powell
Shauna Powell
Mississippi Bureau of Narcotics

601.371.3625- Work
601.352.4729- Fax
spowell@mbn.ms.gov

Enclosures

SAM Search Results
List of records matching your search for :
Record Status: Active
DUNS Number: 079448130

Functional Area: Entity Management, Performance Information

ENTITY	Hattiesburg, City Of	Status:Active
DUNS: 079448130	+4:	CAGE Code: 49L02 DoDAAC:
Expiration Date: Oct 31, 2017 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 200 Forrest St		
City: Hattiesburg		
ZIP Code: 39401-3451		
State/Province: MISSISSIPPI		
Country: UNITED STATES		

FEDERAL GRANT NO. G17-GC0003A
MBN GRANT REPT. CT. NO. _____
DUN#: 079448130

MEMORANDUM OF AGREEMENT

BETWEEN THE

MISSISSIPPI BUREAU OF NARCOTICS

AND THE

**MISSISSIPPI GULF COAST HIGH INTENSITY
DRUG TRAFFICKING AREA**

AND THE

Hattiesburg Police Department

This Agreement between the Mississippi Bureau of Narcotics (MBN), Mississippi Gulf Coast High Intensity Drug Trafficking Area (HIDTA) and the Hattiesburg Police Department (LEO) shall begin on 01/01/17 and shall not extend beyond 12/31/17 unless the period is extended by written modification to this Agreement.

WHEREAS, MBN has been designated as the fiscal agent for the State of Mississippi Gulf Coast High Intensity Drug Trafficking Area (HIDTA) program, all requests for payments and budget reprogramming shall pass through MBN.

NOW THEREFORE, MBN, HIDTA and LEO hereby agree to the disbursement of HIDTA funds in the amount of \$ 21,498.00 to the resource recipient, LEO, under the following terms and conditions:

1. LEO agrees to follow all applicable federal, state, and local guidelines regarding purchases and other expenditures under the HIDTA program, including but not limited to the following: OMB Circular 87, OMB Circular A-102, OMB Circular A-133, and 21 CFR Part 1403, and the Fair Labor Standards Act (FLSA).

2. LEO agrees to abide by and be bound by the attached approved budget – spending plan (Appendix A) for purchases including future reprogramming requests as approved by MBN

and Gulf Coast HIDTA. All reprogramming requests shall be submitted via e-mail to the Mississippi Gulf Coast HIDTA State Director.

3. Requests for payment shall be submitted on a quarterly basis to the MBN financial office through the HIDTA State Director of Operations at the following address by the 10th of the following month:

**Shauna Powell, Chief Financial Officer
Mississippi Bureau of Narcotics
P.O. Box 720519
Byram, Mississippi 39272-0519**

All invoices submitted shall comply with the terms noted in Appendix A. The last invoice from the Resource Recipient (LEO) shall be received by the Mississippi Gulf Coast HIDTA State Director no later than the 15th day prior to the grant expiration date, unless the grant is extended.

All Reimbursement of Overtime Expenses shall be submitted using the appropriate form (Appendix B) which must contain the HIDTA Group Task Force Supervisor's signature, certifying the overtime was HIDTA related and with the HIDTA case number contained therein.

4. Resource Recipient (LEO) agrees to complete all applicable items in Appendix C and return to MBN along with the signed agreement.

5. The parties agree and understand that MBN is not responsible for any purchases or actions of LEO in violation of the grant agreement or budget.

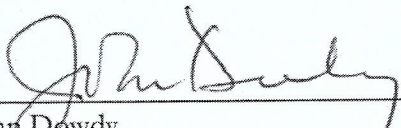
6. MBN agrees to transfer funds to the resource recipient after funds have been electronically transmitted by Gulf Coast HIDTA and receipted into MBN special revenue funds.

7. LEO agrees to reimburse MBN for any purchase paid by MBN which is later disallowed after audit or financial review.

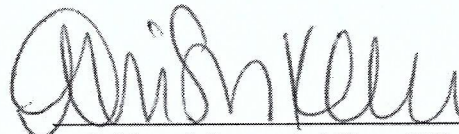
8. For any and all disputes arising under the terms of this Agreement, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative

dispute resolution including, but not limited to, mediation by and through the Attorney General's Office or when appropriate, private mediators.

IN WITNESS WHEREOF, the parties acknowledge the Agreement as evidenced by their signatures below.



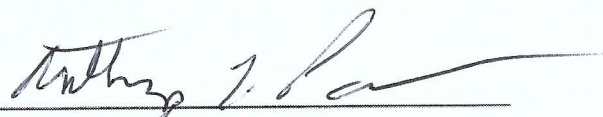
John Dowdy
Director, Mississippi Bureau of Narcotics



MBN Legal Counsel, Allison Killebrew
Reviewed as to legal form



Tony Sauro
State Director, Mississippi Gulf Coast HIDTA



Law Enforcement Agency (LEO)

Appendix A

Budget Detail

2017 - Gulf Coast

Initiative - Forrest County Major Investigations Team

Award Recipient - Mississippi Bureau of Narcotics (G17GC0003A)

Resource Recipient - Hattiesburg Police Department

Current Budget (net of reprogrammed funds)		\$21,498.00	
Overtime	Quantity	Amount	Comments
Investigative - Law Enforcement Officer	1	\$13,098.00	1- Hattisburg PD TFO (less excess PY funds -4,655.)
Total Overtime	1	\$13,098.00	
Services	Quantity	Amount	Comments
Vehicle allowance	1	\$8,400.00	1 @ \$700. per mn
Total Services	1	\$8,400.00	
Total		\$21,498.00	

2d. Grant Balance by Initiative and Award and Resource Recipient

Gulf Coast

FY 2016

Group by: Initiative, Award, Resource Recipient

Hattiesburg Police Department

Overtime
Services

APPROVED				
Awarded Budget	Reprogrammed Funds	Current Budget	Disbursed Funds	Current Available
17,548.00	1,271.02	18,819.02	13,652.29	5,166.73
8,400.00	-3,500.00	4,900.00	4,900.00	0.00
25,948.00	-2,228.98	23,719.02	18,552.29	5,166.73

2d. Grant Balance by Initiative and Award and Resource Recipient

Gulf Coast
FY 2016

Group by: Initiative, Award, Resource Recipient

Hattiesburg Police Department	APPROVED				
	Awarded Budget	Reprogrammed Funds	Current Budget	Disbursed Funds	Current Available
Supplies	2,500.00	0.00	2,500.00	2,447.82	52.18
	2,500.00	0.00	2,500.00	2,447.82	52.18

Appendix B

Gulf Coast

High Intensity Drug Trafficking Area

3838 N. Causeway Blvd • Suite 1900 • Metairie, Louisiana 70002 • Phone (504)840-1400 • Fax (504)840-1406

Request for Reimbursement of HIDTA Overtime Expenses

Agency :

Address:

HIDTA Initiative:

Period From:

To:

Contact Person:

Phone:

Employee Name	Is employee eligible for OT from parent agency?	OT Hrs. this period	Overtime amount this period	Officer or Admin?	Brief description of overtime work (case number, etc.)	OCDETF case?	Cumulative overtime amount to date
TOTALS		=	\$=				\$

I certify to the best of my knowledge that the above is correct: all outlays were for the purposes set forth in the grant agreement or any other agreement; that they were made in accordance with the grant or other agreement conditions

Signature of Authorized Representative of Requesting Agency	Title	Date
Signature of HIDTA Initiative Supervisor	Title	Date



High Intensity Drug Trafficking Area

3838 N. Causeway Suite 1900 Metairie, Louisiana 70002 Phone (504) 840-1400 Fax (504) 840-1406

VEHICLE ALLOWANCE

AGENCY: _____

GC HIDTA INITIATIVE: _____

Grant NO.: _____

MONTH/YEAR: _____

DESCRIPTION OF VEHICLE DRIVEN BY FULL-TIME GCHIDTA AGENT(S) SEEKING ALLOWANCE:

Make, Model, Year, VIN: Beginning Mileage, Ending Mileage and Total GCHIDTA related mile, Driver's name:

1. None
2. None
3. None
4. None
5. None

Names of all full-time Agents Assigned from your department during this reporting period.
(NOTE: List all sworn officers assigned full-time to all GC HIDTA initiatives).

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

AMOUNT CLAIMED: \$ _____

Name of Agency Certifying Official

Signature of Employee

Signature of Initiative Supervisor

Signature of State Operations Director

TO BE SUBMITTED WITH AGENCY REIMBURSEMENT REQUEST

Appendix C

GRANT CONDITIONS

A. General Terms and Conditions

1. This award is subject to The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200 (the "Part 200 Uniform Requirements"), as adopted and implemented by the Office of National Drug Control Policy (ONDCP) in 2 C.F.R. Part 3603. For this 2016 award, the Part 200 Uniform Requirements supersede, among other things, the provisions of 28 C.F.R. Parts 66 and 70, as well as those of 2 C.F.R. Parts 215, 220, 225, and 230.

For more information on the Part 200 Uniform Requirements, see <https://cfo.gov/cofar/>. For specific, award-related questions, recipients should contact ONDCP promptly for clarification.

2. This award is subject to the following additional regulations and requirements:
 - 28 CFR Part 69 – "New Restrictions on Lobbying"
 - 2 CFR Part 25 – "Universal Identifier and System of Award Management"
 - Conflict of Interest and Mandatory Disclosure Requirements, set out in paragraph 7 of these terms and conditions
 - Non-profit Certifications (when applicable)
3. Audits conducted pursuant to 2 CFR Part 200, Subpart F, "Audit Requirements" must be submitted no later than 9 months after the close of the grantee's audited fiscal year to the Federal Audit Clearinghouse at <https://harvester.census.gov/facweb/>.
4. The recipient gives ONDCP or the Government Accountability Office, through any authorized representative, access to, and the right to examine, all paper or electronic records related to the grant.
5. Recipients of HIDTA funds are not agents of ONDCP. Accordingly, the grantee, its fiscal agent(s), employees, contractors, as well as state, local, and Federal participants, either on a collective basis or on a personal level, shall not hold themselves out as being part of, or representing, the Executive Office of the President or ONDCP.
6. Conflict of Interest and Mandatory Disclosures

A. Conflict of Interest Requirements

As a non-Federal entity, you must follow ONDCP's conflict of interest policies for Federal awards. Recipients must disclose in writing any potential conflict of interest to an ONDCP Program Officer; recipients that are pass-through entities must require disclosure from subrecipients or contractors. This disclosure must take place immediately whether you are an applicant or have an active ONDCP award.

The ONDCP conflict of interest policies apply to sub-awards as well as contracts, and are as follows:

- i. As a non-Federal entity, you must maintain written standards of conduct covering conflicts of interest and governing the performance of your employees engaged in the selection, award, and administration of subawards and contracts.
- ii. None of your employees may participate in the selection, award, or administration of a subaward or contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an organization considered for a sub-award or contract. The officers, employees, and agents of the non-Federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from subrecipients or contractors or parties to subawards or contracts.
- iii. If you have a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, you must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, you are unable or appear to be unable to be impartial in conducting a sub-award or procurement action involving a related organization.

B. Mandatory Disclosure Requirement

As a non-Federal entity, you must disclose, in a timely manner, in writing to ONDCP all violations of Federal criminal law involving fraud, bribery or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award that includes the term and condition outlined in 200 CFR Part 200, Appendix XII "Award Term and Condition for Recipient Integrity and Performance Matters," are required to report certain civil, criminal, or administrative proceedings to SAM. Failure to make required disclosures can result in remedies such as: temporary withholding of payments pending correction of the deficiency, disallowance of all or part of the costs associated with noncompliance, suspension, termination of award, debarment, or other legally available remedies outlined in 2 CFR 200.338 "Remedies for Noncompliance".

7. FFATA / DATA Act Compliance. Each applicant is required to (i) Be registered in the System for Award Management (SAM) before submitting its application; (ii) provide a valid DUNS number in its application; (iii) continue to maintain an active SAM registration with current information at all times during which it has an active Federal award; and (iv) provide all relevant grantee information required for ONDCP to collect for reporting related to FFATA and DATA Act requirements.
8. Subawards are authorized under this grant award. Subawards must be monitored by the award recipient as outlined in 2 CFR 200.331.

9. Recipients must comply with the Government-wide Suspension and Debarment provision set forth at 2 CFR Part 180.
10. As specified in the HIDTA Program Policy and Budget Guidance, recipient must:
 - a) Establish and maintain effective internal controls over the Federal award that provides reasonable assurance that Federal award funds are managed in compliance with Federal statutes, regulations and award terms and conditions. These internal controls should be in compliance with the guidance in "Standards for Internal Control in the Federal Government," issued by the Comptroller General of the United States and the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
 - b) Comply with Federal statutes, regulations, and the terms and conditions of the Federal awards.
 - c) Evaluate and monitor compliance with applicable statute and regulations, and the terms and conditions of the Federal award.
 - d) Take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.
 - e) Take reasonable measures to safeguard protected personally identified information (PII) and other information ONDCP or the recipient designates consistent with applicable Federal, state, and local laws regarding privacy and obligations of confidentiality.

B. Recipient Integrity and Performance Matters

Reporting of Matters Related to Recipient Integrity and Performance

1. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain and report current information to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition (below). This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent 5 year period; and
- c. Is one of the following:

-
9. Recipients must comply with the Government-wide Suspension and Debarment provision set forth at 2 CFR Part 180.
 10. As specified in the HIDTA Program Policy and Budget Guidance, recipient must:
 - a) Establish and maintain effective internal controls over the Federal award that provides reasonable assurance that Federal award funds are managed in compliance with Federal statutes, regulations and award terms and conditions. These internal controls should be in compliance with the guidance in "Standards for Internal Control in the Federal Government," issued by the Comptroller General of the United States and the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
 - b) Comply with Federal statutes, regulations, and the terms and conditions of the Federal awards.
 - c) Evaluate and monitor compliance with applicable statute and regulations, and the terms and conditions of the Federal award.
 - d) Take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.
 - e) Take reasonable measures to safeguard protected personally identified information (PII) and other information ONDCP or the recipient designates consistent with applicable Federal, state, and local laws regarding privacy and obligations of confidentiality.

B. Recipient Integrity and Performance Matters

Reporting of Matters Related to Recipient Integrity and Performance

1. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain and report current information to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition (below). This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent 5 year period; and
- c. Is one of the following:

- (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition (below);
- (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
- (3) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
- (4) Any other criminal, civil, or administrative proceeding if:
 - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
 - (ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent 5 year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

- a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

- (1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and

- (2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

C. Program Specific Terms and Conditions

The following special conditions are incorporated into each award document.

1. This grant is awarded for above program. Variation from the description of activities approved by ONDCP and/or from the budget attached to this letter must comply with the reprogramming requirements as set forth in ONDCP's HIDTA Program Policy and Budget Guidance.
2. This award is subject to the requirements in ONDCP's HIDTA Program Policy and Budget Guidance.
3. No HIDTA funds shall be used to supplant state or local funds that would otherwise be made available for the same purposes.
4. The requirements of 28 CFR Part 23, which pertain to information collection and management of criminal intelligence systems, shall apply to any such systems supported by this award.
5. Special accounting and control procedures must govern the use and handling of HIDTA Program funds for confidential expenditures; i.e., the purchase of information, evidence, and services for undercover operations. Those procedures are described in Section 6 of the HIDTA Program Policy and Budget Guidance.
6. Property acquired with these HIDTA grant funds is to be used for activities of the Gulf Coast HIDTA. If your agency acquires property with these funds and then ceases to participate in the HIDTA, this equipment must be made available to the HIDTA's Executive Board for use by other HIDTA participants.
7. All law enforcement entities that receive funds from this grant must report all methamphetamine laboratory seizure data to the National Clandestine Laboratory Database/National Seizure System at the El Paso Intelligence Center.

Mail Check to Treasury approved lockbox:

HHS Program Support Center, P.O. Box 530231, Atlanta, GA 30353-0231

(** Please allow 4-6 weeks for processing of a payment by check to be applied to the appropriate PMS account)

Any additional information/instructions may be found on the PMS Web site at <http://www.dpm.psc.gov/>.

8. The grantee or subgrantee may keep interest amounts up to \$500 per year for administrative purposes.

RECIPIENT ACCEPTANCE OF GRANT CONDITIONS

Organization: Hattiesburg PD

Signature: Anthony L. Parker

Date: 7-12-17

Name: Anthony Parker

**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certifications this clause is a materiel representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage section of rules implementing Executive Order 12549.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participation a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

This certification is required by the regulations implementing Executive Order 12549, Debarment and suspension, 28 CFR Part 67, Section 67.510, Participants' Responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160 - 19211)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in these certification, such prospective participant shall attach an explanation to this proposal.

Anthony L. Parker

(Type or Print Name and Title of Authorized Representative)

Anthony L. Parker

(Signature of Authorized Representative)

7-12-17

Date

Hattiesburg Police Department

(Name of Organization)

300 Klondyke Street

(Address of Organization)

Certification Regarding Drug Free Workplace Requirements Grantees Other Than Individuals

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988, 28 CFR Part 67, subpart F. The regulation, published in the January 31, 1989 Federal Register, require certification by grantees, prior to award, that they will maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment (see 28 DFR part 67, Sections 67.615 and 67.620).

The grantee certifies that it will provide a drug free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- (b) Establishing a drug free awareness program to inform employees about --
 - 1. The dangers of drug abuse in the workplace.
 - 2. The grantee's policies of maintaining a drug free workplace.
 - 3. Any available drug counseling, rehabilitation, and employee assistance programs.
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a).
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
 - 1. Abide by the terms of the statement.
 - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- (e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction.
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --
 - 1. Taking appropriate personnel action against such an employee, up to and including termination.
 - 2. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

Place(s) of Performance: The grantee shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant (Street Address, City, County, State, Zip Code):

Street Address	City	County	State	Zip Code
Street Address	City	County	State	Zip Code
Street Address	City	County	State	Zip Code

Organization Name <i>Anthony L. Parker</i> Name and Title of Authorizing Representative	Applicant or Grant Number
Signature <i>Anthony L. Parker</i>	Date 7-12-17

Certification Regarding Drug-Free Workplace Requirements

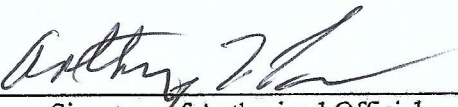
CERTIFICATION REGARDING LOBBYING

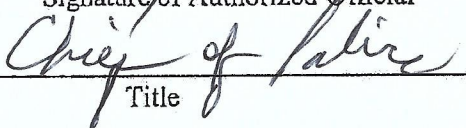
Each applicant shall file this certification and disclosures form if applicable, with each submission that initiates agency consideration of such applicant for an award of a LETS contract, grant or cooperative agreement of \$100,000 or more.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

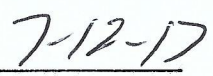
The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any non-Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall initial here _____ and complete and submit Standard Form # LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all sub-recipients shall certify and disclose accordingly.



Signature of Authorized Official


Title



Date

CERTIFICATION FORM

Recipient Name and Address: Hattiesburg Police Department #1 Government Plaza
Grant Title: FY17 #IDTA Grant Number: G17-GC003A Award Amount: 26498
Contact Person Name and Title: Tracy Ash Green, Accounting Technician, HPD Phone Number: (601) 554-3620

Federal regulations require recipients of financial assistance from the Office of Justice Programs (OJP), its component agencies, and the Office of Community Oriented Policing Services (COPS) to prepare, maintain on file, submit to OJP for review, and implement an Equal Employment Opportunity Plan (EEOP) in accordance with 28 C.F.R. §§ 42.301-308. The regulations exempt some recipients from all of the EEOP requirements. Other recipients, according to the regulations, must prepare, maintain on file and implement an EEOP, but they do not need to submit the EEOP to OJP for review. Recipients that claim a complete exemption from the EEOP requirement must complete Section A below. Recipients that claim the limited exemption from the submission requirement, must complete Section B below. A recipient should complete *either* Section A or Section B, not both. If a recipient receives multiple OJP or COPS grants, please complete a form for each grant, ensuring that any EEOP recipient certifies as completed and on file (if applicable) has been prepared within two years of the latest grant. Please send the completed form(s) to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, N.W., Washington, D.C. 20531. For assistance in completing this form, please call (202)307-0690 or TTY (202) 307-2027.

Section A- Declaration Claiming Complete Exemption from the EEOP Requirement. Please check all the boxes that apply.

- | | |
|--|---|
| ☐ Recipient has less than 50 employees, | ☐ Recipient is an Indian tribe, |
| ☐ Recipient is a non-profit organization, | ☐ Recipient is an educational institution, or |
| ☐ Recipient is a medical institution, | ☐ Recipient is receiving an award less than \$25,000 |

I, _____ [responsible official], certify that _____ [recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R. §42.302. I further certify that _____ [recipient] will comply with applicable Federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Print or type Name and Title	Signature	Date
------------------------------	-----------	------

Section B- Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review.

If a recipient agency has 50 or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to OJP for review as long as it certifies the following (42 C.F.R. § 42.305):

I, Anthony Parker [responsible official], certify that the Hattiesburg Police Dept. [recipient], which has 50 or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, has formulated an EEOP in accordance with 28 CFR §42.301, *et seq.*, subpart E. I further certify that the EEOP has been formulated and signed into effect within the past two years by the proper authority and that it is available for review. The EEOP is on file in the office of: Hattiesburg Police Dept. [organization], at 300 Klondyke St Hattiesburg MS 39401 [address], for review by the public and employees or for review or audit by officials of the relevant state planning agency or the Office for Civil Rights, Office of Justice Programs, U. S. Department of Justice, as required by relevant laws and regulations.

<u>Chief of Police Anthony L. Parker</u>	<u>[Signature]</u>	<u>7-12-17</u>
Print or type Name and Title	Signature	Date



City of Hattiesburg, MS

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

Master

File Number: 2017-585

File ID: 2017-585

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

Requester: Ginger Maddox

File Created: 07/31/2017

Brief Title: Hattiesburg Planning Commission Appointment - Paul Sims

Final Action: 08/08/2017

Minute Book Number: MB2017-336

Title:

Ratify and confirm the Mayor's appointment of Paul Sims (Ward 4) to the Planning Commission for a term (August 8, 2017 through May 12, 2022) beginning August 8, 2017 and ending May 12, 2022.

Notes:

Agenda Date: 08/08/2017

Indexes:

Agenda Number: VI.-13

Sponsors:

Enactment Date:

Attachments: Paul Sims Resume 7-26-2017, Data sheet Sims HPC 2017

Enactment Number:

Contact:

Meeting Date: 08/08/2017

Drafter: Ginger Maddox

Effective Date: 08/08/2017

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/08/2017	Ratify and Confirm				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member George to Ratify and confirm the Mayor's appointment of Paul Sims (Ward 4) to the Planning Commission for a term (August 8, 2017, through May 12, 2022) beginning August 8, 2017, and ending May 12, 2022.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							
Yea: 5 Council Member George Council Member Delgado Council President Carroll Council Vice President Dryden Council Member Brown							

Text of Legislative File 2017-585

Title

Ratify and confirm the Mayor's appointment of Paul Sims (Ward 4) to the Planning Commission for a term (August 8, 2017 through May 12, 2022) beginning August 8, 2017 and ending May 12, 2022.

Summary

Hattiesburg Planning Commission Appointment - Paul Sims

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Thomas Paul Sims

Home Address:
501 Bay St.
Hattiesburg, MS 39401

Office Address:
1503 Hardy St. Ste B
Hattiesburg, MS 39401

Contact
Office 601-519-0909
Fax 601-519-0910
Email Paul@Insured.MS

Education

The University of Southern Mississippi
Masters of Economic and Workforce Development
Graduated, December 2007

The University of Southern Mississippi
Bachelor of Business Administration and Entrepreneurship
Graduated, December 2005

Career

The Agency, Inc
Hattiesburg, MS
Owner, Independent Insurance Agency – March 2008 - Present

- Licensed Property and Casualty Agent
- Insurance Sales and Policy Maintenance

South Mississippi Crawfish Company, LLC
Hattiesburg, MS
Owner, Seasonal Restaurant

Banks/Bryson Insurance Agency
Hattiesburg, MS
Customer Service, Personal Insurance – October 2005 to January 2008

- Licensed Property and Casualty Agent
- Insurance Sales and Policy Maintenance

BOARD/COMMISSION APPOINTMENT DATA SHEET

BOARD/COMMISSION Hattiesburg Planning Commission

TERM OF OFFICE 5 years PERIOD August 8, 2017 through May 12, 2022

TERM EXPIRED: _____ OR RESIGNED: X LETTER ATTACHED: _____

REPLACES Linda McMurtrey, resigned 11-29-2016. Term - 5/13/12-5/12/17

NAME OF PROPOSED APPOINTEE Thomas Paul Sims

ADDRESS 501 Bay Street.

HOME PHONE NUMBER 601-519-0909 WARD Ward 4

PLACE OF EMPLOYMENT The Agency, Inc.

EMPLOYMENT ADDRESS 1503 Hardy St. Ste. B.

EMPLOYMENT PHONE NO: 601-519-0909 POSITION: Owner, Insurance Agency

PERSON CONTACTED BY Ginger Maddox, Planning Division Manager DATE: 7/26/2017

AGREED TO SERVE: Yes DECLINED: _____



City of Hattiesburg, MS

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

Master

File Number: 2017-587

File ID: 2017-587

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

Requester: Ginger Maddox

File Created: 07/31/2017

Brief Title: Board of Adjustment Appointment - Paul Sims

Final Action: 08/08/2017

Minute Book Number: MB2017-336-337

Title:

Ratify and confirm the Mayor's appointment of Paul Sims (Ward 4) to the Board of Adjustment for a term (August 8, 2017 through August 7, 2020) beginning August 8, 2017 and ending August 7, 2020.

Notes:

Agenda Date: 08/08/2017

Indexes:

Agenda Number: VI.-14

Sponsors:

Enactment Date:

Attachments: Paul Sims' Resume 7-26-2017, Data sheet Sims BOA 2017

Enactment Number:

Contact:

Meeting Date: 08/08/2017

Drafter: Ginger Maddox

Effective Date: 08/08/2017

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/08/2017	Ratify and Confirm				Pass
Action Text: A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Ratify and confirm the Mayor's appointment of Paul Sims (Ward 4) to the Board of Adjustments for a term (August 8, 2017, through August 7, 2020) beginning August 8, 2017, and ending August 7, 2020.							
Council member Delgado stated that she will vote against this appointment for one reason only, that Planning Commission members should not be members of the Board of Adjustments.							
Following discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 4 - George, Carroll, Dryden and Brown							
Nays: 1 - Delgado							
Yea: 4 Council Member George Council President Carroll Council Vice President Dryden Council Member Brown							

Text of Legislative File 2017-587

Title

Ratify and confirm the Mayor's appointment of Paul Sims (Ward 4) to the Board of Adjustment for a term (August 8, 2017 through August 7, 2020) beginning August 8, 2017 and ending August 7, 2020.

Summary

Board of Adjustment Appointment - Paul Sims

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Thomas Paul Sims

Home Address:
501 Bay St.
Hattiesburg, MS 39401

Office Address:
1503 Hardy St. Ste B
Hattiesburg, MS 39401

Contact
Office 601-519-0909
Fax 601-519-0910
Email Paul@Insured.MS

Education

The University of Southern Mississippi
Masters of Economic and Workforce Development
Graduated, December 2007

The University of Southern Mississippi
Bachelor of Business Administration and Entrepreneurship
Graduated, December 2005

Career

The Agency, Inc
Hattiesburg, MS
Owner, Independent Insurance Agency – March 2008 - Present

- Licensed Property and Casualty Agent
- Insurance Sales and Policy Maintenance

South Mississippi Crawfish Company, LLC
Hattiesburg, MS
Owner, Seasonal Restaurant

Banks/Bryson Insurance Agency
Hattiesburg, MS
Customer Service, Personal Insurance – October 2005 to January 2008

- Licensed Property and Casualty Agent
- Insurance Sales and Policy Maintenance

BOARD/COMMISSION APPOINTMENT DATA SHEET

BOARD/COMMISSION Board of Adjustments

TERM OF OFFICE 3 years PERIOD August 8, 2017 through August 7, 2020

TERM EXPIRED: _____ OR RESIGNED: _____ LETTER ATTACHED: _____

REPLACES New Appointment

NAME OF PROPOSED APPOINTEE Thomas Paul Sims

ADDRESS 501 Bay Street.

HOME PHONE NUMBER 601-519-0909 WARD Ward 4

PLACE OF EMPLOYMENT The Agency, Inc.

EMPLOYMENT ADDRESS 1503 Hardy St. Ste. B.

EMPLOYMENT PHONE NO: 601-519-0909 POSITION: Owner, Insurance Agency

PERSON CONTACTED BY Ginger Maddox, Planning Division Manager DATE: 7/26/2017

AGREED TO SERVE: Yes DECLINED: _____



City of Hattiesburg, MS

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

Master

File Number: 2017-588

File ID: 2017-588

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

Requester: Ginger Maddox

File Created: 07/31/2017

Brief Title: Hattiesburg Planning Commission Appointment -
Rebekah Ray, Ph.D.

Final Action: 08/08/2017

Minute Book Number: MB2017-337

Title:

Ratify and confirm the Mayor's appointment of Rebekah Ray, Ph.D. (Ward 3) to the Planning Commission for a term (August 8, 2017 through August 7, 2022) beginning August 8, 2017 and ending August 7, 2022.

Notes:

Agenda Date: 08/08/2017

Indexes:

Agenda Number: VI.-15

Sponsors:

Enactment Date:

Attachments: Rebekah Ray, Phd Resume for City of Hburg HPC,
Data sheet Ray HPC 2017

Enactment Number:

Contact:

Meeting Date: 08/08/2017

Drafter: Ginger Maddox

Effective Date: 08/08/2017

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/08/2017	Ratify and Confirm				Pass
Action Text: A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Ratify and confirm the Mayor's appointment of Rebekah Ray, Ph.D. (Ward 3) to the Planning Commission for a term (August 8, 2017, through August 7, 2022) beginning August 8, 2017, and ending August 7, 2022.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							
Yea: 5 Council Member George Council Member Delgado Council President Carroll Council Vice President Dryden Council Member Brown							

Text of Legislative File 2017-588

Title

Ratify and confirm the Mayor's appointment of Rebekah Ray, Ph.D. (Ward 3) to the Planning Commission for a term (August 8, 2017 through August 7, 2022) beginning August 8, 2017 and ending August 7, 2022.

Summary

Hattiesburg Planning Commission Appointment - Rebekah Ray, Ph.D.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

102 Lee Circle,
Hattiesburg, Miss. 39402
Hattiesburg, MS 39402
601.447.7690
RRay39402@yahoo.com

July 29, 2017

The Honorable Toby Barker, Mayor of Hattiesburg
Hattiesburg City Hall
P.O. Box 1898
Hattiesburg, MS 39403-1898

Dear Mayor Barker:

Congratulations on your recent election !!!

I am excited about the future of our great city, and am writing in regards to having been approached about serving on the City's Planning Commission. I would relish the opportunity to do so, and truly appreciate recommendations from Councilman Carter Carroll and City Planner Ginger Maddox. Thank you in advance for your consideration.

As a Hattiesburg native, I would like to share with you a little about myself. I was born in Hattiesburg, was educated in the city's school system, and attended both college and graduate school here. For several years, I worked at William Carey College and then at the University of Southern Miss. My career took me to Mississippi State, where I worked as a communications specialist and also taught in the Communication Department. Yet, even while living in Starkville I spent many weekends in Hattiesburg, which I have always considered home. Almost three years ago, I returned here to care for my elderly parents.

I have always been Hattiesburg Proud, and have watched our town grow into a warm, friendly and sizeable city replete with numerous education, medical, business, retail, entertainment and religious entities. In fact, three generations of my family have studied at Southern Miss. My niece, who grew up in Starkville, will enroll at USM this fall, forming the fourth generation of Rays living in Hattiesburg.

Hopefully, this letter and my resume have provided you with some background on my experiences and interest. If I could provide you with further information, please contact me at (601) 447-7690 or by email at RRay39402@yahoo.com. Again, thank you for your thoughtful consideration.

Sincerely,

Rebekah Ray, PhD

Rebekah Ray, PhD

OBJECTIVE Position on Hattiesburg's Planning Commission

SKILLS & ABILITIES	Communication	Able to build strong relationships with customers and partners Skilled and confident speaker Polished verbal and non-verbal communicator Experienced with Microsoft Office (Word and Excel)
	Analytical Thinking	Able to evaluate and dilute situations for fair resolution Analyze ideas to develop insights and possible alternatives Appraise situations and analyze their uniqueness to offer viable solutions
	Integrity	Abide by 'honesty is the best policy' philosophy Work toward establishing trustworthy relationships with publics Use highest codes of ethics and responsibility to conduct business
	Dependability	Finish projects on time with a high level of quality Able to handle sensitive information and situations Maintain a professional attitude at work
	Leadership	Lead by example in pursuit of successes and failures Maintain a visionary outlook to reach the desired end goal Look out for the best interests of the most involved

EXPERIENCE **All Things Southern Genealogy [formerly known as Southern Legacies] – Hattiesburg, Miss.**
October 2014 to present
Trace genealogies of clients, including Noah Wylie for The Learning Channel's "Who Do You Think You Are?"
Record house histories

Editor/Writer, Delta Research and Extension Center - Stoneville, Miss.
October 2008 to October 2014
Handled written communication using news stories, features, publicity and press releases
Edited annual report of research undertakings
Created and published internal newsletters each month

Lecturer, Tulane University – Coast Campus – Biloxi, Miss.
Fall 2008
Taught night course on visual communications

Lecturer, Communication Department, Mississippi State University – Mississippi State, Miss.
August 2004 to May 2008
Taught public speaking and feature writing each semester
Organized McGraw-Hill Speaking Competition

EDUCATION

PhD, Communication, May 2007

University of Southern Mississippi, Hattiesburg, Miss.

Master of Science, Communication (Public Relations), May 1993

University of Southern Mississippi, Hattiesburg, Miss.

Master of Education, December 1990

University of Mississippi, University, Miss.

Bachelor of Arts in History, May 1983

William Carey University, Hattiesburg, Miss.

Presidential (full-tuition) Scholarship for four years

REFERENCES

Mr. Carter Carroll, President and Councilman

601.545.4551

Ward 3

Hattiesburg City Council

P.O. Box 1898

Hattiesburg, MS 39401

Carter205@aol.com

Ms. Bess Moss

662.686.9311

Delta Research and Extension Center

P.O. Box 197

82 Stoneville Road

Stoneville, MS 38773

bmoss@drec.msstate.edu

Dr. Don Rodney Vaughan

662.243.2629

Speech and Theatre Instructor

East Miss. College, Golden Triangle campus

439 Humanities and Fine Arts Building

P.O. Box 100

Mayhew, MS 39753

dvaughan@eastms.edu

BOARD/COMMISSION APPOINTMENT DATA SHEET

BOARD/COMMISSION Hattiesburg Planning Commission

TERM OF OFFICE 5 years PERIOD August 8, 2017 through August 7, 2022

TERM EXPIRED: _____ OR RESIGNED: X LETTER ATTACHED: _____

REPLACES New Appointment

NAME OF PROPOSED APPOINTEE Rebekah Ray, Ph.D.

ADDRESS 102 Lee Circle

HOME PHONE NUMBER 601.447.7690 WARD Ward 3

PLACE OF EMPLOYMENT Self Employed, All Things Southern Genealogy

EMPLOYMENT ADDRESS _____

EMPLOYMENT PHONE NO: 601.447.7690 POSITION: Genealogist

PERSON CONTACTED BY Ginger Maddox, Planning Division Manager DATE: 7/26/2017

AGREED TO SERVE: Yes DECLINED: _____



City of Hattiesburg, MS

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

Master

File Number: 2017-589

File ID: 2017-589

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

Requester: Ginger Maddox

File Created: 07/31/2017

Brief Title: Board of Adjustment Appointment - Rebekah Ray,
Ph.D.

Final Action: 08/08/2017

Minute Book Number: MB2017-337

Title:

Ratify and confirm the Mayor's appointment of Rebekah Ray, Ph.D. (Ward 3) to the Board of Adjustment for a term (August 8, 2017 through August 7, 2020) beginning August 8, 2017 and ending August 7, 2020.

Notes:

Agenda Date: 08/08/2017

Indexes:

Agenda Number: VI.-16

Sponsors:

Enactment Date:

Attachments: Rebekah Ray, Phd Resume for City of Hburg BOA,
Data sheet Ray BOA 2017

Enactment Number:

Contact:

Meeting Date: 08/08/2017

Drafter: Ginger Maddox

Effective Date: 08/08/2017

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/08/2017	Ratify and Confirm				Pass
Action Text: A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Ratify and confirm the Mayor's appointment of Rebekah Ray, Ph.D. (Ward 3) to the Board of Adjustments for a term (August 8, 2017, through August 7, 2020) beginning August 8, 2017, and ending August 7, 2020.							
Council member Delgado stated that her vote against this appointment is for the same reason as stated in the voted against Mr. Sim's appointment (Policy Agenda Item VI.-14).							
Following discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 4 - George, Carroll, Dryden and Brown							
Nays: 1 - Delgado							

Yea: 4 Council Member George
Council President Carroll
Council Vice President Dryden
Council Member Brown
Nay: 1 Council Member Delgado

Text of Legislative File 2017-589

Title

Ratify and confirm the Mayor's appointment of Rebekah Ray, Ph.D. (Ward 3) to the Board of Adjustment for a term (August 8, 2017 through August 7, 2020) beginning August 8, 2017 and ending August 7, 2020.

Summary

Board of Adjustment Appointment - Rebekah Ray, Ph.D.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

102 Lee Circle,
Hattiesburg, Miss. 39402
Hattiesburg, MS 39402
601.447.7690
RRay39402@yahoo.com

July 29, 2017

The Honorable Toby Barker, Mayor of Hattiesburg
Hattiesburg City Hall
P.O. Box 1898
Hattiesburg, MS 39403-1898

Dear Mayor Barker:

Congratulations on your recent election ! ! !

I am excited about the future of our great city, and am writing in regards to having been approached about serving on the City's Planning Commission. I would relish the opportunity to do so, and truly appreciate recommendations from Councilman Carter Carroll and City Planner Ginger Maddox. Thank you in advance for your consideration.

As a Hattiesburg native, I would like to share with you a little about myself. I was born in Hattiesburg, was educated in the city's school system, and attended both college and graduate school here. For several years, I worked at William Carey College and then at the University of Southern Miss. My career took me to Mississippi State, where I worked as a communications specialist and also taught in the Communication Department. Yet, even while living in Starkville I spent many weekends in Hattiesburg, which I have always considered home. Almost three years ago, I returned here to care for my elderly parents.

I have always been Hattiesburg Proud, and have watched our town grow into a warm, friendly and sizeable city replete with numerous education, medical, business, retail, entertainment and religious entities. In fact, three generations of my family have studied at Southern Miss. My niece, who grew up in Starkville, will enroll at USM this fall, forming the fourth generation of Rays living in Hattiesburg.

Hopefully, this letter and my resume have provided you with some background on my experiences and interest. If I could provide you with further information, please contact me at (601) 447-7690 or by email at RRay39402@yahoo.com. Again, thank you for your thoughtful consideration.

Sincerely,

Rebekah Ray, PhD

Rebekah Ray, PhD

OBJECTIVE Position on Hattiesburg's Planning Commission

SKILLS & ABILITIES	Communication	Able to build strong relationships with customers and partners Skilled and confident speaker Polished verbal and non-verbal communicator Experienced with Microsoft Office (Word and Excel)
	Analytical Thinking	Able to evaluate and dilute situations for fair resolution Analyze ideas to develop insights and possible alternatives Appraise situations and analyze their uniqueness to offer viable solutions
	Integrity	Abide by 'honesty is the best policy' philosophy Work toward establishing trustworthy relationships with publics Use highest codes of ethics and responsibility to conduct business
	Dependability	Finish projects on time with a high level of quality Able to handle sensitive information and situations Maintain a professional attitude at work
	Leadership	Lead by example in pursuit of successes and failures Maintain a visionary outlook to reach the desired end goal Look out for the best interests of the most involved

EXPERIENCE **All Things Southern Genealogy [formerly known as Southern Legacies] – Hattiesburg, Miss.**
October 2014 to present
Trace genealogies of clients, including Noah Wylie for The Learning Channel's "Who Do You Think You Are?"
Record house histories

Editor/Writer, Delta Research and Extension Center - Stoneville, Miss.
October 2008 to October 2014
Handled written communication using news stories, features, publicity and press releases
Edited annual report of research undertakings
Created and published internal newsletters each month

Lecturer, Tulane University – Coast Campus – Biloxi, Miss.
Fall 2008
Taught night course on visual communications

Lecturer, Communication Department, Mississippi State University – Mississippi State, Miss.
August 2004 to May 2008
Taught public speaking and feature writing each semester
Organized McGraw-Hill Speaking Competition

EDUCATION

PhD, Communication, May 2007

University of Southern Mississippi, Hattiesburg, Miss.

Master of Science, Communication (Public Relations), May 1993

University of Southern Mississippi, Hattiesburg, Miss.

Master of Education, December 1990

University of Mississippi, University, Miss.

Bachelor of Arts in History, May 1983

William Carey University, Hattiesburg, Miss.

Presidential (full-tuition) Scholarship for four years

REFERENCES

Mr. Carter Carroll, President and Councilman

601.545.4551

Ward 3

Hattiesburg City Council

P.O. Box 1898

Hattiesburg, MS 39401

Carter205@aol.com

Ms. Bess Moss

662.686.9311

Delta Research and Extension Center

P.O. Box 197

82 Stoneville Road

Stoneville, MS 38773

bmoss@drec.msstate.edu

Dr. Don Rodney Vaughan

662.243.2629

Speech and Theatre Instructor

East Miss. College, Golden Triangle campus

439 Humanities and Fine Arts Building

P.O. Box 100

Mayhew, MS 39753

dvaughan@eastms.edu

BOARD/COMMISSION APPOINTMENT DATA SHEET

BOARD/COMMISSION Board of Adjustments

TERM OF OFFICE 3 years PERIOD August 8, 2017 through August 7, 2020

TERM EXPIRED: _____ OR RESIGNED: _____ LETTER ATTACHED: _____

REPLACES New Appointment

NAME OF PROPOSED APPOINTEE Rebekah Ray, Ph.D.

ADDRESS 102 Lee Circle

HOME PHONE NUMBER 601.447.7690 WARD Ward 3

PLACE OF EMPLOYMENT Self Employed, All Things Southern Genealogy

EMPLOYMENT ADDRESS _____

EMPLOYMENT PHONE NO: 601.447.7690 POSITION: Genealogist

PERSON CONTACTED BY Ginger Maddox, Planning Division Manager DATE: 7/26/2017

AGREED TO SERVE: Yes DECLINED: _____



City of Hattiesburg, MS

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

Master

File Number: 2017-608

File ID: 2017-608

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 08/02/2017

Brief Title: Designate the street party hosted by Historic Hattiesburg Downtown Association for September 8, 2017, as a city-approved event for the purposes described in Ordinance Number 3148.

Final Action: 08/08/2017

Minute Book Number: MB2017-337

Title:

Designate the September 8, 2017, street party hosted by Historic Hattiesburg Downtown Association in partnership with the USM Alumni Association, Blue Jazz and other Front Street merchants as a City-approved event for the purposes described in Ordinance Number 3148.

Notes:

Agenda Date: 08/08/2017

Indexes:

Agenda Number: VI.-17

Sponsors:

Enactment Date:

Attachments: Letter to City Council request alcohol in streets 7.28.17

Enactment Number:

Contact:

Meeting Date: 08/08/2017

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/08/2017	Designate				Pass

Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Brown to Designate the September 8, 2017, street party hosted by Historic Hattiesburg Downtown Association in partnership with the USM Alumni Association, Blue Jazz and other Front Street merchants as a City-approved event for the purposes described in Ordinance Number 3148.

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

Yeas: 5 - George, Delgado, Carroll, Dryden and Brown

Nays: 0

Council Vice President Dryden recused herself from the meeting and left the room for the discussion and vote on Policy Agenda item VI.-18.

Yea: 5 Council Member George
 Council Member Delgado
 Council President Carroll
 Council Vice President Dryden
 Council Member Brown

Text of Legislative File 2017-608

Title

Designate the September 8, 2017, street party hosted by Historic Hattiesburg Downtown Association in partnership with the USM Alumni Association, Blue Jazz and other Front Street merchants as a City-approved event for the purposes described in Ordinance Number 3148.

Summary

Designate the street party hosted by Historic Hattiesburg Downtown Association for September 8, 2017, as a city-approved event for the purposes described in Ordinance Number 3148.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

July 28, 2017



Mr. Carter Carroll, President
Hattiesburg City Council
P. O. Box 1898
Hattiesburg, MS 39403

Dear Carter:

I am requesting to be added to the City Council agenda for the next City Council meeting. The Historic Hattiesburg Downtown Association, HHDA would like to request to add an event to our list of city-approved event for the purposes described in Ordinance Number 3148.

We will be partnering with Nelson Haskin, owner of Blu Jazz, USM Alumni Association, and other Front Street merchants to host a street party on Sept 8th. I will submit the proper street closing requests pending the Council's approval.

Thank you in advance for considering our request, if you need additional information please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read "Andrea Saffle".

Andrea Saffle
Executive Director, Historic Hattiesburg Downtown Association



City of Hattiesburg, MS

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

Master

File Number: 2017-612

File ID: 2017-612

Type: Resolution

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 08/02/2017

Brief Title: Final Order- Sofidel

Final Action:

Minute Book Number: MB2017-339

Title:

Acknowledge receipt of letter from the Mississippi Department of Revenue granting the requested ad valorem tax exemption to Sofidel America Corp. for a period not to exceed five (5) years, commencing on January 1, 2016 and ending December 31, 2020, with a true total value of \$22,181,221.; and adopt a final order granting and allowing the same.

Notes:

Agenda Date: 08/08/2017

Indexes:

Agenda Number: VII.-1

Sponsors:

Enactment Date:

Attachments: DOR Letter-Sofidel, Final Order- Sofidel,
RES#2017-83, executed Final Order- Sofidel

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	08/08/2017					

Text of Legislative File 2017-612

Title

Acknowledge receipt of letter from the Mississippi Department of Revenue granting the requested ad valorem tax exemption to Sofidel America Corp. for a period not to exceed five (5) years, commencing on January 1, 2016 and ending December 31, 2020, with a true total value of \$22,181,221.; and adopt a final order granting and allowing the same.

Summary

Final Order- Sofidel America Corp.

Budget Information

Expenditure Type

Purchasing Item

Publication Information



— DEPARTMENT OF —
REVENUE
STATE OF MISSISSIPPI

OFFICE OF PROPERTY TAX
EXEMPTIONS & PUBLIC UTILITIES BUREAU

December 15, 2016

Mr. Kermas Eaton
City Clerk
City of Hattiesburg
P O Box 1898
Hattiesburg, MS 39401

RE: Ad Valorem Taxation Exemption – Sofidel America Corp.

Dear Mr. Eaton:

In accordance with the authority conferred upon the MS Department of Revenue by Miss. Code Ann. Section 27-31-105 the Department hereby certifies that the above named enterprise is eligible for ad valorem tax exemption, and is in compliance with the provisions of the statute.

The exemption of the property is certified for a period of five years, from and after January 1, 2016, with a total true value of \$22,181,221.

The original application for exemption is enclosed for action by the board of supervisors and/or municipal authorities. A final order is to be placed on the minutes declaring this property is exempt, the true value, and the dates when such exemption commences and expires.

According to Miss. Code Ann. Section 27-31-109, the clerk shall record the application and order approving the exemption and shall send a copy of the final order to the MS Department of Revenue.

Sincerely,

Paul J. Foreman, Director
Exemptions & Public Utilities Bureau

PJF: jt

Enclosures

cc: Mr. Scott Speights, Office of State Auditor
Ms. Mary Ann Palmer, Tax Assessor Forrest County

IN THE MATTER OF THE APPLICATION OF
SOFIDEL AMERICA CORP.. FOR EXEMPTION
FROM AD VALOREM TAXATION

FINAL ORDER GRANTING AND ALLOWING AD

VALOREM TAX EXEMPTION

THERE came on for further consideration and final determination by the Mayor and City Council of the City of Hattiesburg, Mississippi, the matter of the Application of Sofidel America Corp, for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, as set forth in full in said Application; and the Council having carefully inquired into the matter and maturely considered the same, and being fully advised in the premises, does hereby find, sustain and adjudicate as follows:

THE Council finds that said Applicant has previously filed with it, in due and proper form, an Application for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, upon the tangible property of said Applicant as identified and described in said Application for a period of five (5) years from and after January 1, 2016 with a total true value of \$22,181,221. and that the Council heretofore on the 4th day of October, 2016 by Resolution appearing in Municipal Minute Book 2016 at page(s) 267-268, duly passed, adopted, made and entered said appropriate Resolution approving said Application and granting the ad valorem tax exemption therein sought, subject, however, to action of the Mississippi State Tax Commission as provided by law, and directing that appropriate certified transcript or copies of said Application and said Resolution be transmitted to the said Mississippi State Tax Commission for appropriate action by it as provided and required by Sections 27-31-101, et seq., Mississippi Code of 1972, Annotated, and any and all other provisions of law. The Council has now received a letter from the Director of the Property Tax Bureau of said Mississippi State Tax Commission dated December 15, 2016, approving the ad valorem tax exemption for the personal property in the amount of \$22,181,221. as applied for by the said Sofidel America Corp and appended and subjoined hereto as a part of this Order and made a part hereof as fully and for all purposes as if set forth at length herein; and it is now appropriate, proper and in the best interest of the City of Hattiesburg and all of the parties of interest that action be taken upon said matter and final disposition be made thereof pursuant to all provisions of law.

IT IS, THEREFORE, THE JUDGEMENT OF THE MAYOR AND CITY COUNCIL. AND

IT IS ACCORDINGLY HEREBY ORDERED, pursuant to the provisions of Sections 27-31-101, et seq., Mississippi Code of 1972, Annotated, and all other provisions of applicable law, that the Application of the said Sofidel America

Corp. for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, approved by Resolution of the Council in the City of Hattiesburg, Minute Book 2016 at pages 267-268 and the same being incorporated herein by specific reference thereto, be and the same is hereby, in all respects and in every particular, approved and allowed for the personal property, as approved by the Mississippi State Tax Commission; and further, that the said be, and is hereby, granted and allowed exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, upon all of the tangible property as identified, described and otherwise set forth in said Application hereinabove referred to, all for a term or period of five(5)years commencing on January 1, 2016, with a total true value of \$22,181,221.

IT IS FURTHER ORDERED that the City Clerk of the City of Hattiesburg, be and he is hereby authorized, empowered and directed to record this Order approving such application and granting ad valorem taxation exemption applied for, in the municipal records and to take all other action necessary or required by law to grant said tax exemption herein approved.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Order adopted, this the 8th day of August 2017.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Order having been submitted to and approved by the Mayor, this the 8th day of August, 2017.

ATTEST:

CITY CLERK

APPROVED:

MAYOR

IN THE MATTER OF THE APPLICATION OF
SOFIDEL AMERICA CORP.. FOR EXEMPTION
FROM AD VALOREM TAXATION

FINAL ORDER GRANTING AND ALLOWING AD
VALOREM TAX EXEMPTION

THERE came on for further consideration and final determination by the Mayor and City Council of the City of Hattiesburg, Mississippi, the matter of the Application of Sofidel America Corp, for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, as set forth in full in said Application; and the Council having carefully inquired into the matter and maturely considered the same, and being fully advised in the premises, does hereby find, sustain and adjudicate as follows:

THE Council finds that said Applicant has previously filed with it, in due and proper form, an Application for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, upon the tangible property of said Applicant as identified and described in said Application for a period of five (5) years from and after January 1, 2016 with a total true value of \$22,181,221. and that the Council heretofore on the 4th day of October, 2016 by Resolution appearing in Municipal Minute Book 2016 at page(s) 267-268, duly passed, adopted, made and entered said appropriate Resolution approving said Application and granting the ad valorem tax exemption therein sought, subject, however, to action of the Mississippi State Tax Commission as provided by law, and directing that appropriate certified transcript or copies of said Application and said Resolution be transmitted to the said Mississippi State Tax Commission for appropriate action by it as provided and required by Sections 27-31-101, et seq., Mississippi Code of 1972, Annotated, and any and all other provisions of law. The Council has now received a letter from the Director of the Property Tax Bureau of said Mississippi State Tax Commission dated December 15, 2016, approving the ad valorem tax exemption for the personal property in the amount of \$22,181,221.

as applied for by the said Sofidel America Corp and appended and subjoined hereto as a part of this Order and made a part hereof as fully and for all purposes as if set forth at length herein; and it is now appropriate, proper and in the best interest of the City of Hattiesburg and all of the parties of interest that action be taken upon said matter and final disposition be made thereof pursuant to all provisions of law.

IT IS, THEREFORE, THE JUDGEMENT OF THE MAYOR AND CITY COUNCIL. AND

IT IS ACCORDINGLY HEREBY ORDERED, pursuant to the provisions of Sections 27-31-101, et seq., Mississippi Code of 1972, Annotated, and all other provisions of applicable law, that the Application of the said Sofidel America Corp. for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, approved by Resolution of the Council in the City of Hattiesburg, Minute Book 2016 at pages 267-268 and the same being incorporated herein by specific reference thereto, be and the same is hereby, in all respects and in every particular, approved and allowed for the personal property, as approved by the Mississippi State Tax Commission; and further, that the said be, and is hereby, granted and allowed exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, upon all of the tangible property as identified, described and otherwise set forth in said Application hereinabove referred to, all for a term or period of five(5)years commencing on January 1, 2016, with a total true value of \$22,181,221.

IT IS FURTHER ORDERED that the City Clerk of the City of Hattiesburg, be and he is hereby authorized, empowered and directed to record this Order approving such application and granting ad valorem taxation exemption applied for, in the municipal records and to take all other action necessary or required by law to grant said tax exemption herein approved.

The above and foregoing Order, after having been first reduced to writing, was introduced by Council person Dryden, seconded by Council person George, and was adopted by the following vote, to-wit:

YEAS:

George
Delgado
Carroll
Dryden
Brown

NAYS:

None

The President thereby declared the motion carried and the Order adopted, this the 8th day of August 2017.

(SEAL)

ATTEST:

ADOPTED:


CLERK OF COUNCIL


PRESIDENT

The above and foregoing Order having been submitted to and approved by the Mayor, this the 8th day of August, 2017.

ATTEST:


CITY CLERK

APPROVED:


MAYOR



— DEPARTMENT OF —
REVENUE
STATE OF MISSISSIPPI

OFFICE OF PROPERTY TAX
EXEMPTIONS & PUBLIC UTILITIES BUREAU

December 15, 2016

Mr. Kermas Eaton
City Clerk
City of Hattiesburg
P O Box 1898
Hattiesburg, MS 39401

RE: Ad Valorem Taxation Exemption – Sofidel America Corp.

Dear Mr. Eaton:

In accordance with the authority conferred upon the MS Department of Revenue by Miss. Code Ann. Section 27-31-105 the Department hereby certifies that the above named enterprise is eligible for ad valorem tax exemption, and is in compliance with the provisions of the statute.

The exemption of the property is certified for a period of five years, from and after January 1, 2016, with a total true value of \$22,181,221.

The original application for exemption is enclosed for action by the board of supervisors and/or municipal authorities. A final order is to be placed on the minutes declaring this property is exempt, the true value, and the dates when such exemption commences and expires.

According to Miss. Code Ann. Section 27-31-109, the clerk shall record the application and order approving the exemption and shall send a copy of the final order to the MS Department of Revenue.

Sincerely,

Paul J. Foreman, Director
Exemptions & Public Utilities Bureau

PJF: jt

Enclosures

cc: Mr. Scott Speights, Office of State Auditor
Ms. Mary Ann Palmer, Tax Assessor Forrest County



City of Hattiesburg, MS

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

Master

File Number: 2017-609

File ID: 2017-609

Type: Resolution

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 08/02/2017

Brief Title: Mar- Jac Final Order Tax Exemption

Final Action:

Minute Book Number: MB2017-339

Title:

Acknowledge receipt of letter from the Mississippi Department of Revenue granting the requested ad valorem tax exemption to Mar- Jac Poultry MS LLC, for a period not to exceed nine (9) years, commencing January 1, 2016 and ending December 31, 2024, with a true total value of \$10,888,693; and adopt final order granting and allowing the same.

Notes:

Agenda Date: 08/08/2017

Indexes:

Agenda Number:

Sponsors:

Enactment Date:

Attachments: Mar-Jac- DOR Letter, Mar-Jac -Final Order, RES#2017-84, executed Mar-Jac -Final Order

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	08/08/2017					

Text of Legislative File 2017-609

Title

Acknowledge receipt of letter from the Mississippi Department of Revenue granting the requested ad valorem tax exemption to Mar- Jac Poultry MS LLC, for a period not to exceed nine (9) years, commencing January 1, 2016 and ending December 31, 2024, with a true total value of \$10,888,693; and adopt final order granting and allowing the same.

Summary

Mar-Jac Final Order.

Budget Information

Expenditure Type

Purchasing Item

Publication Information



— DEPARTMENT OF —
REVENUE
STATE OF MISSISSIPPI

OFFICE OF PROPERTY TAX
EXEMPTIONS & PUBLIC UTILITIES BUREAU

February 9, 2017

Mr. Kermas Eaton
City Clerk
City of Hattiesburg
P O Box 1898
Hattiesburg, MS 39401

RE: Ad Valorem Taxation Exemption – Mar-Jac Poultry MS LLC

Dear Mr. Eaton:

In accordance with the authority conferred upon the MS Department of Revenue by Miss. Code Ann. Section 27-31-101 the Department hereby certifies that the above named enterprise is eligible for ad valorem tax exemption, and is in compliance with the provisions of the statute.

The exemption of the property is certified for a period of nine years (9), from and after January 1, 2016, with a total true value of \$10,888,693.

The original application for exemption is enclosed for action by the board of supervisors and/or municipal authorities. A final order is to be placed on the minutes declaring this property is exempt, the true value, and the dates when such exemption commences and expires.

According to Miss. Code Ann. Section 27-31-109, the clerk shall record the application and order approving the exemption and shall send a copy of the final order to the MS Department of Revenue.

Sincerely,

Paul J. Foreman, Director
Exemptions & Public Utilities Bureau

PJF: jt

Enclosures

cc: Mr. Scott Speights, Office of State Auditor
Ms. Mary Ann Palmer, Tax Assessor Forrest County
Ms. Janie White, Forrest County Board of Supervisors

IN THE MATTER OF THE APPLICATION OF
MAR-JAC POULTRY MS,LLC. FOR EXEMPTION
FROM AD VALOREM TAXATION

FINAL ORDER GRANTING AND ALLOWING AD

VALOREM TAX EXEMPTION

THERE came on for further consideration and final determination by the Mayor and City Council of the City of Hattiesburg, Mississippi, the matter of the Application of Mar-Jac Poultry MS LLC, for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, as set forth in full in said Application; and the Council having carefully inquired into the matter and maturely considered the same, and being fully advised in the premises, does hereby find, sustain and adjudicate as follows:

THE Council finds that said Applicant has previously filed with it, in due and proper form, an Application for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, upon the tangible property of said Applicant as identified and described in said Application for a period of nine (9) years from and after January 1, 2016 with a total true value of \$10,888,693. and that the Council heretofore on the 4th day of October, 2016 by Resolution appearing in Municipal Minute Book 2016 at page(s)267,duly passed, adopted, made and entered said appropriate Resolution approving said Application and granting the ad valorem tax exemption therein sought, subject, however, to action of the Mississippi State Tax Commission as provided by law, and directing that appropriate certified transcript or copies of said Application and said Resolution be transmitted to the said Mississippi State Tax Commission for appropriate action by it as provided and required by Sections 27-31-101, et seq., Mississippi Code of 1972, Annotated, and any and all other provisions of law. The Council has now received a letter from the Director of the Property Tax Bureau of said Mississippi State Tax Commission dated February 9, 2017, approving the ad valorem tax exemption for the personal property in the amount of \$10,888,693. as applied for by the said Mar-Jac Poultry and appended and subjoined hereto as a part of this Order and made a part hereof as fully and for all purposes as if set forth at length herein; and it is now appropriate, proper and in the best interest of the City of Hattiesburg and all of the parties of interest that action be taken upon said matter and final disposition be made thereof pursuant to all provisions of law.

IT IS, THEREFORE, THE JUDGEMENT OF THE MAYOR AND CITY COUNCIL. AND

IT IS ACCORDINGLY HEREBY ORDERED, pursuant to the provisions of Sections 27-31-101, et seq., Mississippi Code of 1972, Annotated, and all other provisions of applicable law, that the Application of the said York International Corp. for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, approved by Resolution of the Council in the City of Hattiesburg, Minute Book 2016 at pages 267 and the same being incorporated herein by specific reference thereto, be and the same is hereby, in all respects and in every particular, approved and allowed for the personal property, as approved by the Mississippi State Tax Commission; and further, that the said be, and is hereby, granted and allowed exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, upon all of the tangible property as identified, described and otherwise set forth in said Application hereinabove referred to, all for a term or period of nine(9)years commencing on January 1, 2016, with a total true value of \$10,888,693.

IT IS FURTHER ORDERED that the City Clerk of the City of Hattiesburg, be and he is hereby authorized, empowered and directed to record this Order approving such application and granting ad valorem taxation exemption applied for, in the municipal records and to take all other action necessary or required by law to grant said tax exemption herein approved.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Order adopted, this the 8th day of August 2017.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Order having been submitted to and approved by the Mayor, this the 8th day of August, 2017.

ATTEST:

CITY CLERK

APPROVED:

MAYOR

IN THE MATTER OF THE APPLICATION OF
MAR-JAC POULTRY MS, LLC. FOR EXEMPTION
FROM AD VALOREM TAXATION

FINAL ORDER GRANTING AND ALLOWING AD
VALOREM TAX EXEMPTION

THERE came on for further consideration and final determination by the Mayor and City Council of the City of Hattiesburg, Mississippi, the matter of the Application of Mar-Jac Poultry MS LLC, for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, as set forth in full in said Application; and the Council having carefully inquired into the matter and maturely considered the same, and being fully advised in the premises, does hereby find, sustain and adjudicate as follows:

THE Council finds that said Applicant has previously filed with it, in due and proper form, an Application for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, upon the tangible property of said Applicant as identified and described in said Application for a period of nine (9) years from and after January 1, 2016 with a total true value of \$10,888,693. and that the Council heretofore on the 4th day of October, 2016 by Resolution appearing in Municipal Minute Book 2016 at page(s) 267, duly passed, adopted, made and entered said appropriate Resolution approving said Application and granting the ad valorem tax exemption therein sought, subject, however, to action of the Mississippi State Tax Commission as provided by law, and directing that appropriate certified transcript or copies of said Application and said Resolution be transmitted to the said Mississippi State Tax Commission for appropriate action by it as provided and required by Sections 27-31-101, et seq., Mississippi Code of 1972, Annotated, and any and all other provisions of law. The Council has now received a letter from the Director of the Property Tax Bureau of said Mississippi State Tax Commission dated February 9, 2017, approving the ad valorem tax exemption for the personal property in the amount of \$10,888,693.

as applied for by the said Mar-Jac Poultry and appended and subjoined hereto as a part of this Order and made a part hereof as fully and for all purposes as if set forth at length herein; and it is now appropriate, proper and in the best interest of the City of Hattiesburg and all of the parties of interest that action be taken upon said matter and final disposition be made thereof pursuant to all provisions of law.

IT IS, THEREFORE, THE JUDGEMENT OF THE MAYOR AND CITY COUNCIL. AND

IT IS ACCORDINGLY HEREBY ORDERED, pursuant to the provisions of Sections 27-31-101, et seq., Mississippi Code of 1972, Annotated, and all other provisions of applicable law, that the Application of the said York International Corp. for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, approved by Resolution of the Council in the City of Hattiesburg, Minute Book 2016 at pages 267 and the same being incorporated herein by specific reference thereto, be and the same is hereby, in all respects and in every particular, approved and allowed for the personal property, as approved by the Mississippi State Tax Commission; and further, that the said be, and is hereby, granted and allowed exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, upon all of the tangible property as identified, described and otherwise set forth in said Application hereinabove referred to, all for a term or period of nine(9)years commencing on January 1, 2016, with a total true value of \$10,888,693.

IT IS FURTHER ORDERED that the City Clerk of the City of Hattiesburg, be and he is hereby authorized, empowered and directed to record this Order approving such application and granting ad valorem taxation exemption applied for, in the municipal records and to take all other action necessary or required by law to grant said tax exemption herein approved.

The above and foregoing Order, after having been first reduced to writing, was introduced by Council person Dryden, seconded by Council person George, and was adopted by the following vote, to-wit:

YEAS:

George
Delgado
Carroll
Dryden
Brown

NAYS: None

The President thereby declared the motion carried and the Order adopted, this the 8th day of August 2017.

(SEAL)

ATTEST:

ADOPTED:


CLERK OF COUNCIL


PRESIDENT

The above and foregoing Order having been submitted to and approved by the Mayor, this the 8th day of August, 2017.

ATTEST:


CITY CLERK

APPROVED:


MAYOR



— DEPARTMENT OF —
REVENUE
STATE OF MISSISSIPPI

OFFICE OF PROPERTY TAX
EXEMPTIONS & PUBLIC UTILITIES BUREAU

February 9, 2017

Mr. Kemas Eaton
City Clerk
City of Hattiesburg
P O Box 1898
Hattiesburg, MS 39401

RE: Ad Valorem Taxation Exemption – Mar-Jac Poultry MS LLC

Dear Mr. Eaton:

In accordance with the authority conferred upon the MS Department of Revenue by Miss. Code Ann. Section 27-31-101 the Department hereby certifies that the above named enterprise is eligible for ad valorem tax exemption, and is in compliance with the provisions of the statute.

The exemption of the property is certified for a period of nine years (9), from and after January 1, 2016, with a total true value of \$10,888,693.

The original application for exemption is enclosed for action by the board of supervisors and/or municipal authorities. A final order is to be placed on the minutes declaring this property is exempt, the true value, and the dates when such exemption commences and expires.

According to Miss. Code Ann. Section 27-31-109, the clerk shall record the application and order approving the exemption and shall send a copy of the final order to the MS Department of Revenue.

Sincerely,

Paul J. Foreman, Director
Exemptions & Public Utilities Bureau

PJF: jt

Enclosures

cc: Mr. Scott Speights, Office of State Auditor
Ms. Mary Ann Palmer, Tax Assessor Forrest County
Ms. Janie White, Forrest County Board of Supervisors



City of Hattiesburg, MS

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

Master

File Number: 2017-617

File ID: 2017-617

Type: Resolution

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 08/02/2017

Brief Title: Final Order- Kohler Company

Final Action:

Minute Book Number: MB2017-339

Title:

Acknowledge receipt of letter from the Mississippi Department of Revenue granting the requested ad valorem tax exemption to Kohler Company, for a period not to exceed ten (10) years, commencing on January 1, 2016 and ending December 31, 2025, with a true total value of \$3,903,866.; and adopt a final order granting and allowing the same.

Notes:

Agenda Date: 08/08/2017

Indexes:

Agenda Number: VII.-3

Sponsors:

Enactment Date:

Attachments: Final Order- Kohler, DOR Letter-Kohler, RES#2017-85, executed Final Order- Kohler

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	08/08/2017					

Text of Legislative File 2017-617

Title

Acknowledge receipt of letter from the Mississippi Department of Revenue granting the requested ad valorem tax exemption to Kohler Company, for a period not to exceed ten (10) years, commencing on January 1, 2016 and ending December 31, 2025, with a true total value of \$3,903,866.; and adopt a final order granting and allowing the same.

Summary

Final Order- Kohler Company.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

IN THE MATTER OF THE APPLICATION OF
KOHLEK COMPANY, LLC FOR EXEMPTION FROM
AD VALOREM TAXATION

FINAL ORDER GRANTING AND ALLOWING AD

VALOREM TAX EXEMPTION

THERE came on for further consideration and final determination by the Mayor and City Council of the City of Hattiesburg, Mississippi, the matter of the Application of Kohler Company, for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, as set forth in full in said Application; and the Council having carefully inquired into the matter and maturely considered the same, and being fully advised in the premises, does hereby find, sustain and adjudicate as follows:

THE Council finds that said Applicant has previously filed with it, in due and proper form, an Application for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, upon the tangible property of said Applicant as identified and described in said Application for a period of five (5) years from and after January 1, 2016 with a total true value of \$3,903,866. and that the Council heretofore on the 4th day of October, 2016 by Resolution appearing in Municipal Minute Book 2016 at page(s) 268-269, duly passed, adopted, made and entered said appropriate Resolution approving said Application and granting the ad valorem tax exemption therein sought, subject, however, to action of the Mississippi State Tax Commission as provided by law, and directing that appropriate certified transcript or copies of said Application and said Resolution be transmitted to the said Mississippi State Tax Commission for appropriate action by it as provided and required by Sections 27-31-101, et seq., Mississippi Code of 1972, Annotated, and any and all other provisions of law. The Council has now received a letter from the Director of the Property Tax Bureau of said Mississippi State Tax Commission dated December 8, 2016, approving the ad valorem tax exemption for the personal property in the amount of \$3,903,866. as applied for by the said Kohler Company and appended and subjoined hereto as a part of this Order and made a part hereof as fully and for all purposes as if set forth at length herein; and it is now appropriate, proper and in the best interest of the City of Hattiesburg and all of the parties of interest that action be taken upon said matter and final disposition be made thereof pursuant to all provisions of law.

IT IS, THEREFORE, THE JUDGEMENT OF THE MAYOR AND CITY COUNCIL. AND

IT IS ACCORDINGLY HEREBY ORDERED, pursuant to the provisions of Sections 27-31-101, et seq., Mississippi Code of 1972, Annotated, and all other provisions of applicable law, that the Application of the said Kohler Company. for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, approved by Resolution of the Council in the City of Hattiesburg, Minute Book 2016 at pages 267 and the same being incorporated herein by specific reference thereto, be and the same is hereby, in all respects and in every particular, approved and allowed for the personal property, as approved by the Mississippi State Tax Commission; and further, that the said be, and is hereby, granted and allowed exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, upon all of the tangible property as identified, described and otherwise set forth in said Application hereinabove referred to, all for a term or period of five (5) years commencing on January 1, 2016, with a total true value of \$3,903,866.

IT IS FURTHER ORDERED that the City Clerk of the City of Hattiesburg, be and he is hereby authorized, empowered and directed to record this Order approving such application and granting ad valorem taxation exemption applied for, in the municipal records and to take all other action necessary or required by law to grant said tax exemption herein approved.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Order adopted, this the 8th day of August 2017.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Order having been submitted to and approved by the Mayor, this the 8th day of August, 2017.

ATTEST:

CITY CLERK

APPROVED:

MAYOR



DEPARTMENT OF
REVENUE
STATE OF MISSISSIPPI

OFFICE OF PROPERTY TAX
EXEMPTIONS & PUBLIC UTILITIES BUREAU

December 8, 2016

Mr. kermas Eaton
City Clerk
City of Hattiesburg
P O Box 1898
Hattiesburg, MS 39401

RE: Ad Valorem Taxation Exemption – Kohler Company

Dear Mr. Eaton:

In accordance with the authority conferred upon the MS Department of Revenue by Miss. Code Ann. Section 27-31-105 the Department hereby certifies that the above named enterprise is eligible for ad valorem tax exemption, and is in compliance with the provisions of the statute.

The exemption of the property is certified for a period of ten years, from and after January 1, 2016, with a total true value of \$3,903,866.

The original application for exemption is enclosed for action by the board of supervisors and/or municipal authorities. A final order is to be placed on the minutes declaring this property is exempt, the true value, and the dates when such exemption commences and expires.

According to Miss. Code Ann. Section 27-31-109, the clerk shall record the application and order approving the exemption and shall send a copy of the final order to the MS Department of Revenue.

Sincerely,

Paul J. Foreman, Director
Exemptions & Public Utilities Bureau

PJF: JT

Enclosures

cc: Mr. Scott Speights, Office of State Auditor
Ms. Mary Ann Palmer, Tax Assessor Forrest County
Mr. Stephen M. Wilson, Attorney at Law

IN THE MATTER OF THE APPLICATION OF
KOHLEH COMPANY, LLC FOR EXEMPTION FROM
AD VALOREM TAXATION

FINAL ORDER GRANTING AND ALLOWING AD
VALOREM TAX EXEMPTION

THERE came on for further consideration and final determination by the Mayor and City Council of the City of Hattiesburg, Mississippi, the matter of the Application of Kohler Company, for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, as set forth in full in said Application; and the Council having carefully inquired into the matter and maturely considered the same, and being fully advised in the premises, does hereby find, sustain and adjudicate as follows:

THE Council finds that said Applicant has previously filed with it, in due and proper form, an Application for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, upon the tangible property of said Applicant as identified and described in said Application for a period of five (5) years from and after January 1, 2016 with a total true value of \$3,903,866. and that the Council heretofore on the 4th day of October, 2016 by Resolution appearing in Municipal Minute Book 2016 at page(s) 268-269, duly passed, adopted, made and entered said appropriate Resolution approving said Application and granting the ad valorem tax exemption therein sought, subject, however, to action of the Mississippi State Tax Commission as provided by law, and directing that appropriate certified transcript or copies of said Application and said Resolution be transmitted to the said Mississippi State Tax Commission for appropriate action by it as provided and required by Sections 27-31-101, et seq., Mississippi Code of 1972, Annotated, and any and all other provisions of law. The Council has now received a letter from the Director of the Property Tax Bureau of said Mississippi State Tax Commission dated December 8, 2016, approving the ad valorem tax exemption for the personal property in the amount of \$3,903,866.

as applied for by the said Kohler Company and appended and subjoined hereto as a part of this Order and made a part hereof as fully and for all purposes as if set forth at length herein; and it is now appropriate, proper and in the best interest of the City of Hattiesburg and all of the parties of interest that action be taken upon said matter and final disposition be made thereof pursuant to all provisions of law.

IT IS, THEREFORE, THE JUDGEMENT OF THE MAYOR AND CITY COUNCIL. AND

IT IS ACCORDINGLY HEREBY ORDERED, pursuant to the provisions of Sections 27-31-101, et seq., Mississippi Code of 1972, Annotated, and all other provisions of applicable law, that the Application of the said Kohler Company. for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, approved by Resolution of the Council in the City of Hattiesburg, Minute Book 2016 at pages 267 and the same being incorporated herein by specific reference thereto, be and the same is hereby, in all respects and in every particular, approved and allowed for the personal property, as approved by the Mississippi State Tax Commission; and further, that the said be, and is hereby, granted and allowed exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, upon all of the tangible property as identified, described and otherwise set forth in said Application hereinabove referred to, all for a term or period of five(5) years commencing on January 1, 2016, with a total true value of \$3,903,866.

IT IS FURTHER ORDERED that the City Clerk of the City of Hattiesburg, be and he is hereby authorized, empowered and directed to record this Order approving such application and granting ad valorem taxation exemption applied for, in the municipal records and to take all other action necessary or required by law to grant said tax exemption herein approved.

The above and foregoing Order, after having been first reduced to writing, was introduced by Council person Dryden, seconded by Council person George, and was adopted by the following vote, to-wit:

YEAS: George
Delgado
Carroll
Dryden
Brown

NAYS: None

The President thereby declared the motion carried and the Order adopted, this the 8th day of August 2017.

(SEAL)

ATTEST:

ADOPTED:


CLERK OF COUNCIL


PRESIDENT

The above and foregoing Order having been submitted to and approved by the Mayor, this the 8th day of August, 2017.

ATTEST:


CITY CLERK

APPROVED:


MAYOR



— DEPARTMENT OF —
REVENUE
STATE OF MISSISSIPPI

OFFICE OF PROPERTY TAX
EXEMPTIONS & PUBLIC UTILITIES BUREAU

December 8, 2016

Mr. kermas Eaton
City Clerk
City of Hattiesburg
P O Box 1898
Hattiesburg, MS 39401

RE: Ad Valorem Taxation Exemption – Kohler Company

Dear Mr. Eaton:

In accordance with the authority conferred upon the MS Department of Revenue by Miss. Code Ann. Section 27-31-105 the Department hereby certifies that the above named enterprise is eligible for ad valorem tax exemption, and is in compliance with the provisions of the statute.

The exemption of the property is certified for a period of ten years, from and after January 1, 2016, with a total true value of \$3,903,866.

The original application for exemption is enclosed for action by the board of supervisors and/or municipal authorities. A final order is to be placed on the minutes declaring this property is exempt, the true value, and the dates when such exemption commences and expires.

According to Miss. Code Ann. Section 27-31-109, the clerk shall record the application and order approving the exemption and shall send a copy of the final order to the MS Department of Revenue.

Sincerely,

Paul J. Foreman, Director
Exemptions & Public Utilities Bureau

PJF: JT

Enclosures

cc: Mr. Scott Speights, Office of State Auditor
Ms. Mary Ann Palmer, Tax Assessor Forrest County
Mr. Stephen M. Wilson, Attorney at Law



City of Hattiesburg, MS

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

Master

File Number: 2017-611

File ID: 2017-611

Type: Resolution

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 08/02/2017

Brief Title: Green Bay Converting, Inc- Final Order

Final Action:

Minute Book Number: MB2017-339

Title:

Acknowledge receipt of letter from the Mississippi Department of Revenue granting the requested ad valorem tax exemption to Green Bay Converting, Inc. for a period not to exceed five(5) years, commencing January 1,2016 and ending December 31, 2020, with a true total value of \$3,551,910.; and adopt a final order granting and allowing the same.

Notes:

Agenda Date: 08/08/2017

Indexes:

Agenda Number: VII.-4

Sponsors:

Enactment Date:

Attachments: GREENBAY RESOLUTION, GREENBAY DR,
RES#2017-86, executed GREENBAY RESOLUTION

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	08/08/2017					

Text of Legislative File 2017-611

Title

Acknowledge receipt of letter from the Mississippi Department of Revenue granting the requested ad valorem tax exemption to Green Bay Converting, Inc. for a period not to exceed five(5) years, commencing January 1,2016 and ending December 31, 2020, with a true total value of \$3,551,910.; and adopt a final order granting and allowing the same.

Summary

Final order- Green Bay Converting

Budget Information

Expenditure Type

Purchasing Item

Publication Information

IN THE MATTER OF THE APPLICATION OF
GREEN BAY CONVERTING, Inc.. FOR
EXEMPTION FROM AD VALOREM TAXATION

FINAL ORDER GRANTING AND ALLOWING AD

VALOREM TAX EXEMPTION

THERE came on for further consideration and final determination by the Mayor and City Council of the City of Hattiesburg, Mississippi, the matter of the Application of Green Bay Converting, Inc, for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, as set forth in full in said Application; and the Council having carefully inquired into the matter and maturely considered the same, and being fully advised in the premises, does hereby find, sustain and adjudicate as follows:

THE Council finds that said Applicant has previously filed with it, in due and proper form, an Application for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, upon the tangible property of said Applicant as identified and described in said Application for a period of five (5) years from and after January 1, 2016 with a total true value of \$3,551,910. and that the Council heretofore on the 4th day of October, 2016 by Resolution appearing in Municipal Minute Book 2016 at page(s) 265, duly passed, adopted, made and entered said appropriate Resolution approving said Application and granting the ad valorem tax exemption therein sought, subject, however, to action of the Mississippi State Tax Commission as provided by law, and directing that appropriate certified transcript or copies of said Application and said Resolution be transmitted to the said Mississippi State Tax Commission for appropriate action by it as provided and required by Sections 27-31-101, et seq., Mississippi Code of 1972, Annotated, and any and all other provisions of law. The Council has now received a letter from the Director of the Property Tax Bureau of said Mississippi State Tax Commission dated December 12, 2016, approving the ad valorem tax exemption for the personal property in the amount of \$3,551,910. as applied for by the said Green Bay Converting Company, Inc and appended and subjoined hereto as a part of this Order and made a part hereof as fully and for all purposes as if set forth at length herein; and it is now appropriate, proper and in the best interest of the City of Hattiesburg and all of the parties of interest that action be taken upon said matter and final disposition be made thereof pursuant to all provisions of law.

IT IS, THEREFORE, THE JUDGEMENT OF THE MAYOR AND CITY COUNCIL. AND

IT IS ACCORDINGLY HEREBY ORDERED, pursuant to the provisions of Sections 27-31-101, et seq., Mississippi Code of 1972, Annotated, and all other provisions of applicable law, that the Application of the said Green Bay Converting Co, Inc. for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, approved by Resolution of the Council in the City of Hattiesburg, Minute Book 2016 at pages 265 and the same being incorporated herein by specific reference thereto, be and the same is hereby, in all respects and in every particular, approved and allowed for the personal property, as approved by the Mississippi State Tax Commission; and further, that the said be, and is hereby, granted and allowed exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, upon all of the tangible property as identified, described and otherwise set forth in said Application hereinabove referred to, all for a term or period of five(5)years commencing on January 1, 2016, with a total true value of \$3,551,910.

IT IS FURTHER ORDERED that the City Clerk of the City of Hattiesburg, be and he is hereby authorized, empowered and directed to record this Order approving such application and granting ad valorem taxation exemption applied for, in the municipal records and to take all other action necessary or required by law to grant said tax exemption herein approved.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Order adopted, this the 8th day of August 2017.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Order having been submitted to and approved by the Mayor, this the 8th day of August, 2017.

ATTEST:

CITY CLERK

APPROVED:

MAYOR



— DEPARTMENT OF —
REVENUE
— STATE OF MISSISSIPPI —

OFFICE OF PROPERTY TAX
EXEMPTIONS & PUBLIC UTILITIES BUREAU

December 12, 2016

Mr. Kermas Eaton
City Clerk
City of Hattiesburg
P O Box 1898
Hattiesburg, MS 39401

RE: Ad Valorem Taxation Exemption – Green Bay Converting, Inc.

Dear Mr. Eaton:

In accordance with the authority conferred upon the MS Department of Revenue by Miss. Code Ann. Section 27-31-101 the Department hereby certifies that the above named enterprise is eligible for ad valorem tax exemption, and is in compliance with the provisions of the statute.

The exemption of the property is certified for a period of five years, from and after January 1, 2016, with a total true value of \$3,551,910.

The original application for exemption is enclosed for action by the board of supervisors and/or municipal authorities. A final order is to be placed on the minutes declaring this property is exempt, the true value, and the dates when such exemption commences and expires.

According to Miss. Code Ann. Section 27-31-109, the clerk shall record the application and order approving the exemption and shall send a copy of the final order to the MS Department of Revenue.

Sincerely,

Paul J. Foreman, Director
Exemptions & Public Utilities Bureau

PJF: JT

Enclosures

cc: Mr. Scott Speights, Office of State Auditor
Ms. Mary Ann Palmer, Tax Assessor Forrest County

IN THE MATTER OF THE APPLICATION OF
GREEN BAY CONVERTING, Inc.. FOR
EXEMPTION FROM AD VALOREM TAXATION

FINAL ORDER GRANTING AND ALLOWING AD
VALOREM TAX EXEMPTION

THERE came on for further consideration and final determination by the Mayor and City Council of the City of Hattiesburg, Mississippi, the matter of the Application of Green Bay Converting, Inc, for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, as set forth in full in said Application; and the Council having carefully inquired into the matter and maturely considered the same, and being fully advised in the premises, does hereby find, sustain and adjudicate as follows:

THE Council finds that said Applicant has previously filed with it, in due and proper form, an Application for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, upon the tangible property of said Applicant as identified and described in said Application for a period of five (5) years from and after January 1, 2016 with a total true value of \$3,551,910. and that the Council heretofore on the 4th day of October, 2016 by Resolution appearing in Municipal Minute Book 2016 at page(s) 265, duly passed, adopted, made and entered said appropriate Resolution approving said Application and granting the ad valorem tax exemption therein sought, subject, however, to action of the Mississippi State Tax Commission as provided by law, and directing that appropriate certified transcript or copies of said Application and said Resolution be transmitted to the said Mississippi State Tax Commission for appropriate action by it as provided and required by Sections 27-31-101, et seq., Mississippi Code of 1972, Annotated, and any and all other provisions of law. The Council has now received a letter from the Director of the Property Tax Bureau of said Mississippi State Tax Commission dated December 12, 2016, approving the ad valorem tax exemption for the personal property in the amount of \$3,551,910.

as applied for by the said Green Bay Converting Company, Inc and appended and subjoined hereto as a part of this Order and made a part hereof as fully and for all purposes as if set forth at length herein; and it is now appropriate, proper and in the best interest of the City of Hattiesburg and all of the parties of interest that action be taken upon said matter and final disposition be made thereof pursuant to all provisions of law.

IT IS, THEREFORE, THE JUDGEMENT OF THE MAYOR AND CITY COUNCIL. AND

IT IS ACCORDINGLY HEREBY ORDERED, pursuant to the provisions of Sections 27-31-101, et seq., Mississippi Code of 1972, Annotated, and all other provisions of applicable law, that the Application of the said Green Bay Converting Co, Inc. for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, approved by Resolution of the Council in the City of Hattiesburg, Minute Book 2016 at pages 265 and the same being incorporated herein by specific reference thereto, be and the same is hereby, in all respects and in every particular, approved and allowed for the personal property, as approved by the Mississippi State Tax Commission; and further, that the said be, and is hereby, granted and allowed exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, upon all of the tangible property as identified, described and otherwise set forth in said Application hereinabove referred to, all for a term or period of five(5) years commencing on January 1, 2016, with a total true value of \$3,551,910.

IT IS FURTHER ORDERED that the City Clerk of the City of Hattiesburg, be and he is hereby authorized, empowered and directed to record this Order approving such application and granting ad valorem taxation exemption applied for, in the municipal records and to take all other action necessary or required by law to grant said tax exemption herein approved.

The above and foregoing Order, after having been first reduced to writing, was introduced by Council person Dryden, seconded by Council person George, and was adopted by the following vote, to-wit:

YEAS: George
Delgado
Carroll
Dryden
Brown

NAYS: None

The President thereby declared the motion carried and the Order adopted, this the 8th day of August 2017.

{SEAL}

ATTEST:

ADOPTED:


CLERK OF COUNCIL


PRESIDENT

The above and foregoing Order having been submitted to and approved by the Mayor, this the 8th day of August, 2017.

ATTEST:


CITY CLERK

APPROVED:


MAYOR



— DEPARTMENT OF —
REVENUE
STATE OF MISSISSIPPI

OFFICE OF PROPERTY TAX
EXEMPTIONS & PUBLIC UTILITIES BUREAU

December 12, 2016

Mr. Kermas Eaton
City Clerk
City of Hattiesburg
P O Box 1898
Hattiesburg, MS 39401

RE: Ad Valorem Taxation Exemption – Green Bay Converting, Inc.

Dear Mr. Eaton:

In accordance with the authority conferred upon the MS Department of Revenue by Miss. Code Ann. Section 27-31-101 the Department hereby certifies that the above named enterprise is eligible for ad valorem tax exemption, and is in compliance with the provisions of the statute.

The exemption of the property is certified for a period of five years, from and after January 1, 2016, with a total true value of \$3,551,910.

The original application for exemption is enclosed for action by the board of supervisors and/or municipal authorities. A final order is to be placed on the minutes declaring this property is exempt, the true value, and the dates when such exemption commences and expires.

According to Miss. Code Ann. Section 27-31-109, the clerk shall record the application and order approving the exemption and shall send a copy of the final order to the MS Department of Revenue.

Sincerely,

Paul J. Foreman, Director
Exemptions & Public Utilities Bureau

PJF: JT

Enclosures

cc: Mr. Scott Speights, Office of State Auditor
Ms. Mary Ann Palmer, Tax Assessor Forrest County



City of Hattiesburg, MS

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

Master

File Number: 2017-615

File ID: 2017-615

Type: Resolution

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 08/02/2017

Brief Title: Final Order- Western Container

Final Action:

Minute Book Number: MB2017-339

Title:

Acknowledge receipt of letter from the Mississippi Department of Revenue granting the requested ad valorem tax exemption to Western Container Corp, for a period not to exceed five (5) years, commencing on January 1, 2016 and ending on December 31, 2020, with a true total value of \$2,326,429; and adopt a final order granting and allowing the same.

Notes:

Agenda Date: 08/08/2017

Indexes:

Agenda Number: VII.-5

Sponsors:

Enactment Date:

Attachments: DOR Letter- Western Container, Final Order- Western Container (2), RES#2017-87, executed Final Order- Western Container (2)

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	08/08/2017					

Text of Legislative File 2017-615

Title

Acknowledge receipt of letter from the Mississippi Department of Revenue granting the requested ad valorem tax exemption to Western Container Corp, for a period not to exceed five (5) years, commencing on January 1, 2016 and ending on December 31, 2020, with a true total value of \$2,326,429; and adopt a final order granting and allowing the same.

Summary

Final Order- Western Container

Budget Information

Expenditure Type

Purchasing Item

Publication Information



— DEPARTMENT OF —
REVENUE
STATE OF MISSISSIPPI

OFFICE OF PROPERTY TAX
EXEMPTIONS & PUBLIC UTILITIES BUREAU

December 8, 2016

Mr. Kermas Eaton
City Clerk
City of Hattiesburg
P O Box 1898
Hattiesburg, MS 39401

RE: Ad Valorem Taxation Exemption – Western Container Corporation

Dear Mr. Eaton:

In accordance with the authority conferred upon the MS Department of Revenue by Miss. Code Ann. Section 27-31-105 the Department hereby certifies that the above named enterprise is eligible for ad valorem tax exemption, and is in compliance with the provisions of the statute.

The exemption of the property is certified for a period of five years, from and after January 1, 2016, with a total true value of \$2,326,429.

The original application for exemption is enclosed for action by the board of supervisors and/or municipal authorities. A final order is to be placed on the minutes declaring this property is exempt, the true value, and the dates when such exemption commences and expires.

According to Miss. Code Ann. Section 27-31-109, the clerk shall record the application and order approving the exemption and shall send a copy of the final order to the MS Department of Revenue.

Sincerely,

Paul J. Foreman, Director
Exemptions & Public Utilities Bureau

PJF: JT

Enclosures

cc: Mr. Scott Speights, Office of State Auditor
Ms. Mary Ann Palmer, Tax Assessor Forrest County
Mr. W. Eugene Magee, Attorney at Law

IN THE MATTER OF THE APPLICATION OF
WESTERN CONTAINER CORP FOR EXEMPTION
FROM AD VALOREM TAXATION

FINAL ORDER GRANTING AND ALLOWING AD
VALOREM TAX EXEMPTION

THERE came on for further consideration and final determination by the Mayor and City Council of the City of Hattiesburg, Mississippi, the matter of the Application of Western Container Corp of Hattiesburg, for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, as set forth in full in said Application; and the Council having carefully inquired into the matter and maturely considered the same, and being fully advised in the premises, does hereby find, sustain and adjudicate as follows:

THE Council finds that said Applicant has previously filed with it, in due and proper form, an Application for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, upon the tangible property of said Applicant as identified and described in said Application for a period of five (5) years from and after January 1, 2016 with a total true value of \$2,326,429. and that the Council heretofore on the 4th day of October, 2016 by Resolution appearing in Municipal Minute Book 2016 at page(s)266, duly passed, adopted, made and entered said appropriate Resolution approving said Application and granting the ad valorem tax exemption therein sought, subject, however, to action of the Mississippi State Tax Commission as provided by law, and directing that appropriate certified transcript or copies of said Application and said Resolution be transmitted to the said Mississippi State Tax Commission for appropriate action by it as provided and required by Sections 27-31-101, et seq., Mississippi Code of 1972, Annotated, and any and all other provisions of law. The Council has now received a letter from the Director of the Property Tax Bureau of said Mississippi State Tax Commission dated December 8, 2016, approving the ad valorem tax exemption for the personal property in the amount of \$2,326,429. as applied for by the said Western Container Corp and appended and subjoined hereto as a part of this Order and made a part hereof as fully and for all purposes as if set forth at length herein; and it is now appropriate, proper and in the best interest of the City of Hattiesburg and all of the parties of interest that action be taken upon said matter and final disposition be made thereof pursuant to all provisions of law.

IT IS, THEREFORE, THE JUDGEMENT OF THE MAYOR AND CITY COUNCIL. AND

IT IS ACCORDINGLY HEREBY ORDERED, pursuant to the provisions of Sections 27-31-101, et seq., Mississippi Code of 1972, Annotated, and all other provisions of applicable law, that the Application of the said Western Container Corp. for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, approved by Resolution of the Council in the City of Hattiesburg, Minute Book 2016 at pages 266 and the same being incorporated herein by specific reference thereto, be and the same is hereby, in all respects and in every particular, approved and allowed for the personal property, as approved by the Mississippi State Tax Commission; and further, that the said be, and is hereby, granted and allowed exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, upon all of the tangible property as identified, described and otherwise set forth in said Application hereinabove referred to, all for a term or period of five (5) years commencing on January 1, 2016, with a total true value of \$2,326,429.

IT IS FURTHER ORDERED that the City Clerk of the City of Hattiesburg, be and he is hereby authorized, empowered and directed to record this Order approving such application and granting ad valorem taxation exemption applied for, in the municipal records and to take all other action necessary or required by law to grant said tax exemption herein approved.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Order adopted, this the 8th day of August 2017.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Order having been submitted to and approved by the Mayor, this the 8th day of August, 2017.

ATTEST:

CITY CLERK

APPROVED:

MAYOR

IN THE MATTER OF THE APPLICATION OF
WESTERN CONTAINER CORP FOR EXEMPTION
FROM AD VALOREM TAXATION

FINAL ORDER GRANTING AND ALLOWING AD
VALOREM TAX EXEMPTION

THERE came on for further consideration and final determination by the Mayor and City Council of the City of Hattiesburg, Mississippi, the matter of the Application of Western Container Corp of Hattiesburg, for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, as set forth in full in said Application; and the Council having carefully inquired into the matter and maturely considered the same, and being fully advised in the premises, does hereby find, sustain and adjudicate as follows:

THE Council finds that said Applicant has previously filed with it, in due and proper form, an Application for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, upon the tangible property of said Applicant as identified and described in said Application for a period of five (5) years from and after January 1, 2016 with a total true value of \$2,326,429. and that the Council heretofore on the 4th day of October, 2016 by Resolution appearing in Municipal Minute Book 2016 at page(s) 266, duly passed, adopted, made and entered said appropriate Resolution approving said Application and granting the ad valorem tax exemption therein sought, subject, however, to action of the Mississippi State Tax Commission as provided by law, and directing that appropriate certified transcript or copies of said Application and said Resolution be transmitted to the said Mississippi State Tax Commission for appropriate action by it as provided and required by Sections 27-31-101, et seq., Mississippi Code of 1972, Annotated, and any and all other provisions of law. The Council has now received a letter from the Director of the Property Tax Bureau of said Mississippi State Tax Commission dated December 8, 2016, approving the ad valorem tax exemption for the personal property in the amount of \$2,326,429.

as applied for by the said Western Container Corp and appended and subjoined hereto as a part of this Order and made a part hereof as fully and for all purposes as if set forth at length herein; and it is now appropriate, proper and in the best interest of the City of Hattiesburg and all of the parties of interest that action be taken upon said matter and final disposition be made thereof pursuant to all provisions of law.

IT IS, THEREFORE, THE JUDGEMENT OF THE MAYOR AND CITY COUNCIL. AND

IT IS ACCORDINGLY HEREBY ORDERED, pursuant to the provisions of Sections 27-31-101, et seq., Mississippi Code of 1972, Annotated, and all other provisions of applicable law, that the Application of the said Western Container Corp. for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, approved by Resolution of the Council in the City of Hattiesburg, Minute Book 2016 at pages 266 and the same being incorporated herein by specific reference thereto, be and the same is hereby, in all respects and in every particular, approved and allowed for the personal property, as approved by the Mississippi State Tax Commission; and further, that the said be, and is hereby, granted and allowed exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, upon all of the tangible property as identified, described and otherwise set forth in said Application hereinabove referred to, all for a term or period of five(5)years commencing on January 1, 2016, with a total true value of \$2,326,429.

IT IS FURTHER ORDERED that the City Clerk of the City of Hattiesburg, be and he is hereby authorized, empowered and directed to record this Order approving such application and granting ad valorem taxation exemption applied for, in the municipal records and to take all other action necessary or required by law to grant said tax exemption herein approved.

The above and foregoing Order, after having been first reduced to writing, was introduced by Council person Dryden, seconded by Council person George, and was adopted by the following vote, to-wit:

YEAS:

George
Delgado
Carroll
Dryden
Brown

NAYS:

None

The President thereby declared the motion carried and the Order adopted, this the 8th day of August 2017.

(SEAL)

ATTEST:


CLERK OF COUNCIL

ADOPTED:


PRESIDENT

The above and foregoing Order having been submitted to and approved by the Mayor, this the 8th day of August, 2017.

ATTEST:


CITY CLERK

APPROVED:


MAYOR



— DEPARTMENT OF —
REVENUE
STATE OF MISSISSIPPI

OFFICE OF PROPERTY TAX
EXEMPTIONS & PUBLIC UTILITIES BUREAU

December 8, 2016

Mr. Kermas Eaton
City Clerk
City of Hattiesburg
P O Box 1898
Hattiesburg, MS 39401

RE: Ad Valorem Taxation Exemption – Western Container Corporation

Dear Mr. Eaton:

In accordance with the authority conferred upon the MS Department of Revenue by Miss. Code Ann. Section 27-31-105 the Department hereby certifies that the above named enterprise is eligible for ad valorem tax exemption, and is in compliance with the provisions of the statute.

The exemption of the property is certified for a period of five years, from and after January 1, 2016, with a total true value of \$2,326,429.

The original application for exemption is enclosed for action by the board of supervisors and/or municipal authorities. A final order is to be placed on the minutes declaring this property is exempt, the true value, and the dates when such exemption commences and expires.

According to Miss. Code Ann. Section 27-31-109, the clerk shall record the application and order approving the exemption and shall send a copy of the final order to the MS Department of Revenue.

Sincerely,

Paul J. Foreman, Director
Exemptions & Public Utilities Bureau

PJF: JT

Enclosures

cc: Mr. Scott Speights, Office of State Auditor
Ms. Mary Ann Palmer, Tax Assessor Forrest County
Mr. W. Eugene Magee, Attorney at Law



City of Hattiesburg, MS

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

Master

File Number: 2017-610

File ID: 2017-610

Type: Resolution

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 08/02/2017

Brief Title: Final Order-Tax exemption for York International

Final Action:

Minute Book Number: MB2017-339

Title:

Acknowledge receipt of letter from Mississippi Department of Revenue granting the requested ad valorem tax exemption to York International Corp, for a period not to exceed five (5) years, commencing on January 1, 2016 and ending December 31, 2020, with a true total value of \$1,858,133.; and adopt a final order granting and allowing the same.

Notes:

Agenda Date: 08/08/2017

Indexes:

Agenda Number: VII.-6

Sponsors:

Enactment Date:

Attachments: York-DOR Letter, York- Final Order, RES#2017-88, executed York- Final Order

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	08/08/2017					

Text of Legislative File 2017-610

Title

Acknowledge receipt of letter from Mississippi Department of Revenue granting the requested ad valorem tax exemption to York International Corp, for a period not to exceed five (5) years, commencing on January 1, 2016 and ending December 31, 2020, with a true total value of \$1,858,133.; and adopt a final order granting and allowing the same.

Summary

Final Order- York International.

Budget Information

Expenditure Type

Purchasing Item

Publication Information



— DEPARTMENT OF —
REVENUE
STATE OF MISSISSIPPI

OFFICE OF PROPERTY TAX
EXEMPTIONS & PUBLIC UTILITIES BUREAU

December 15, 2016

Mr. Kermas Eaton
City Clerk
City of Hattiesburg
P O Box 1898
Hattiesburg, MS 39401

RE: Ad Valorem Taxation Exemption – York International Corp.

Dear Mr. Eaton:

In accordance with the authority conferred upon the MS Department of Revenue by Miss. Code Ann. Section 27-31-105 the Department hereby certifies that the above named enterprise is eligible for ad valorem tax exemption, and is in compliance with the provisions of the statute.

The exemption of the property is certified for a period of five years, from and after January 1, 2016, with a total true value of \$1,858,133.

The original application for exemption is enclosed for action by the board of supervisors and/or municipal authorities. A final order is to be placed on the minutes declaring this property is exempt, the true value, and the dates when such exemption commences and expires.

According to Miss. Code Ann. Section 27-31-109, the clerk shall record the application and order approving the exemption and shall send a copy of the final order to the MS Department of Revenue.

Sincerely,

Paul J. Foreman, Director
Exemptions & Public Utilities Bureau

PJF: jt

Enclosures

cc: Mr. Scott Speights, Office of State Auditor
Ms. Mary Ann Palmer, Tax Assessor Forrest County

IN THE MATTER OF THE APPLICATION OF
YORK INTERNATIONAL CORP. FOR
EXEMPTION FROM AD VALOREM TAXATION

FINAL ORDER GRANTING AND ALLOWING AD

VALOREM TAX EXEMPTION

THERE came on for further consideration and final determination by the Mayor and City Council of the City of Hattiesburg, Mississippi, the matter of the Application of York International Corp, for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, as set forth in full in said Application; and the Council having carefully inquired into the matter and maturely considered the same, and being fully advised in the premises, does hereby find, sustain and adjudicate as follows:

THE Council finds that said Applicant has previously filed with it, in due and proper form, an Application for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, upon the tangible property of said Applicant as identified and described in said Application for a period of five (5) years from and after January 1, 2016 with a total true value of \$1,858,133. and that the Council heretofore on the 4th day of October, 2016 by Resolution appearing in Municipal Minute Book 2016 at page(s) 266-267, duly passed, adopted, made and entered said appropriate Resolution approving said Application and granting the ad valorem tax exemption therein sought, subject, however, to action of the Mississippi State Tax Commission as provided by law, and directing that appropriate certified transcript or copies of said Application and said Resolution be transmitted to the said Mississippi State Tax Commission for appropriate action by it as provided and required by Sections 27-31-101, et seq., Mississippi Code of 1972, Annotated, and any and all other provisions of law. The Council has now received a letter from the Director of the Property Tax Bureau of said Mississippi State Tax Commission dated December 15, 2016, approving the ad valorem tax exemption for the personal property in the amount of \$1,858,133. as applied for by the said York International Corp and appended and subjoined hereto as a part of this Order and made a part hereof as fully and for all purposes as if set forth at length herein; and it is now appropriate, proper and in the best interest of the City of Hattiesburg and all of the parties of interest that action be taken upon said matter and final disposition be made thereof pursuant to all provisions of law.

IT IS, THEREFORE, THE JUDGEMENT OF THE MAYOR AND CITY COUNCIL. AND

IT IS ACCORDINGLY HEREBY ORDERED, pursuant to the provisions of Sections 27-31-101, et seq., Mississippi Code of 1972, Annotated, and all other provisions of applicable law, that the Application of the said York International Corp. for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, approved by Resolution of the Council in the City of Hattiesburg, Minute Book 2016 at pages 266-267 and the same being incorporated herein by specific reference thereto, be and the same is hereby, in all respects and in every particular, approved and allowed for the personal property, as approved by the Mississippi State Tax Commission; and further, that the said be, and is hereby, granted and allowed exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, upon all of the tangible property as identified, described and otherwise set forth in said Application hereinabove referred to, all for a term or period of five(5)years commencing on January 1, 2016, with a total true value of \$3,551,910.

IT IS FURTHER ORDERED that the City Clerk of the City of Hattiesburg, be and he is hereby authorized, empowered and directed to record this Order approving such application and granting ad valorem taxation exemption applied for, in the municipal records and to take all other action necessary or required by law to grant said tax exemption herein approved.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Order adopted, this the 8th day of August 2017.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Order having been submitted to and approved by the Mayor, this the 8th day of August, 2017.

ATTEST:

CITY CLERK

APPROVED:

MAYOR

IN THE MATTER OF THE APPLICATION OF
YORK INTERNATIONAL CORP. FOR
EXEMPTION FROM AD VALOREM TAXATION

FINAL ORDER GRANTING AND ALLOWING AD
VALOREM TAX EXEMPTION

THERE came on for further consideration and final determination by the Mayor and City Council of the City of Hattiesburg, Mississippi, the matter of the Application of York International Corp, for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, as set forth in full in said Application; and the Council having carefully inquired into the matter and maturely considered the same, and being fully advised in the premises, does hereby find, sustain and adjudicate as follows:

THE Council finds that said Applicant has previously filed with it, in due and proper form, an Application for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, upon the tangible property of said Applicant as identified and described in said Application for a period of five (5) years from and after January 1, 2016 with a total true value of \$1,858,133. and that the Council heretofore on the 4th day of October, 2016 by Resolution appearing in Municipal Minute Book 2016 at page(s) 266-267, duly passed, adopted, made and entered said appropriate Resolution approving said Application and granting the ad valorem tax exemption therein sought, subject, however, to action of the Mississippi State Tax Commission as provided by law, and directing that appropriate certified transcript or copies of said Application and said Resolution be transmitted to the said Mississippi State Tax Commission for appropriate action by it as provided and required by Sections 27-31-101, et seq., Mississippi Code of 1972, Annotated, and any and all other provisions of law. The Council has now received a letter from the Director of the Property Tax Bureau of said Mississippi State Tax Commission dated December 15, 2016, approving the ad valorem tax exemption for the personal property in the amount of \$1,858,133.

as applied for by the said York International Corp and appended and subjoined hereto as a part of this Order and made a part hereof as fully and for all purposes as if set forth at length herein; and it is now appropriate, proper and in the best interest of the City of Hattiesburg and all of the parties of interest that action be taken upon said matter and final disposition be made thereof pursuant to all provisions of law.

IT IS, THEREFORE, THE JUDGEMENT OF THE MAYOR AND CITY COUNCIL. AND

IT IS ACCORDINGLY HEREBY ORDERED, pursuant to the provisions of Sections 27-31-101, et seq., Mississippi Code of 1972, Annotated, and all other provisions of applicable law, that the Application of the said York International Corp. for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, approved by Resolution of the Council in the City of Hattiesburg, Minute Book 2016 at pages 266-267 and the same being incorporated herein by specific reference thereto, be and the same is hereby, in all respects and in every particular, approved and allowed for the personal property, as approved by the Mississippi State Tax Commission; and further, that the said be, and is hereby, granted and allowed exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, upon all of the tangible property as identified, described and otherwise set forth in said Application hereinabove referred to, all for a term or period of five(5)years commencing on January 1, 2016, with a total true value of \$3,551,910.

IT IS FURTHER ORDERED that the City Clerk of the City of Hattiesburg, be and he is hereby authorized, empowered and directed to record this Order approving such application and granting ad valorem taxation exemption applied for, in the municipal records and to take all other action necessary or required by law to grant said tax exemption herein approved.

The above and foregoing Order, after having been first reduced to writing, was introduced by Council person Dryden, seconded by Council person George, and was adopted by the following vote, to-wit:

YEAS:

George
Delgado
Carroll
Dryden
Brown

NAYS: None

The President thereby declared the motion carried and the Order adopted, this the 8th day of August 2017.

(SEAL)

ATTEST:


CLERK OF COUNCIL

ADOPTED:


PRESIDENT

The above and foregoing Order having been submitted to and approved by the Mayor, this the 8th day of August, 2017.

ATTEST:


CITY CLERK

APPROVED:


MAYOR



DEPARTMENT OF
REVENUE
STATE OF MISSISSIPPI

OFFICE OF PROPERTY TAX
EXEMPTIONS & PUBLIC UTILITIES BUREAU

December 15, 2016

Mr. Kermas Eaton
City Clerk
City of Hattiesburg
P O Box 1898
Hattiesburg, MS 39401

RE: Ad Valorem Taxation Exemption – York International Corp.

Dear Mr. Eaton:

In accordance with the authority conferred upon the MS Department of Revenue by Miss. Code Ann. Section 27-31-105 the Department hereby certifies that the above named enterprise is eligible for ad valorem tax exemption, and is in compliance with the provisions of the statute.

The exemption of the property is certified for a period of five years, from and after January 1, 2016, with a total true value of \$1,858,133.

The original application for exemption is enclosed for action by the board of supervisors and/or municipal authorities. A final order is to be placed on the minutes declaring this property is exempt, the true value, and the dates when such exemption commences and expires.

According to Miss. Code Ann. Section 27-31-109, the clerk shall record the application and order approving the exemption and shall send a copy of the final order to the MS Department of Revenue.

Sincerely,

Paul J. Foreman, Director
Exemptions & Public Utilities Bureau

PJF: jt

Enclosures

cc: Mr. Scott Speights, Office of State Auditor
Ms. Mary Ann Palmer, Tax Assessor Forrest County



City of Hattiesburg, MS

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

Master

File Number: 2017-616

File ID: 2017-616

Type: Resolution

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 08/02/2017

Brief Title: Final Order- Wis- Pak

Final Action:

Minute Book Number: MB2017-339

Title:

Acknowledge receipt of letter from the Mississippi Department of Revenue granting the requested ad valorem tax exemption to Wis- Pak of Hattiesburg LLC, for a period not to exceed five (5) years, commencing on January 1, 2016 and ending December 31, 2020, with a true total value of \$1,150,274; and adopt a final order granting and allowing same.

Notes:

Agenda Date: 08/08/2017

Indexes:

Agenda Number: VII.-7

Sponsors:

Enactment Date:

Attachments: DOR Letter- Wis-Pak, Final Order- Wis-Pak, RES#2017-89, executed Final Order- Wis-Pak

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	08/08/2017					

Text of Legislative File 2017-616

Title

Acknowledge receipt of letter from the Mississippi Department of Revenue granting the requested ad valorem tax exemption to Wis- Pak of Hattiesburg LLC, for a period not to exceed five (5) years, commencing on January 1, 2016 and ending December 31, 2020, with a true total value of \$1,150,274; and adopt a final order granting and allowing same.

Summary

Final Order- Wis-Pak

Budget Information

Expenditure Type

Purchasing Item

Publication Information



DEPARTMENT OF
REVENUE
STATE OF MISSISSIPPI

OFFICE OF PROPERTY TAX
EXEMPTIONS & PUBLIC UTILITIES BUREAU

December 12, 2016

Mr. Kermas Eaton
City Clerk
City of Hattiesburg
P O Box 1898
Hattiesburg, MS 39401

RE: Ad Valorem Taxation Exemption – Wis-Pak of Hattiesburg llc

Dear Mr. Eaton:

In accordance with the authority conferred upon the MS Department of Revenue by Miss. Code Ann. Section 27-31-105 the Department hereby certifies that the above named enterprise is eligible for ad valorem tax exemption, and is in compliance with the provisions of the statute.

The exemption of the property is certified for a period of five years, from and after January 1, 2016, with a total true value of \$1,150,274.

The original application for exemption is enclosed for action by the board of supervisors and/or municipal authorities. A final order is to be placed on the minutes declaring this property is exempt, the true value, and the dates when such exemption commences and expires.

According to Miss. Code Ann. Section 27-31-109, the clerk shall record the application and order approving the exemption and shall send a copy of the final order to the MS Department of Revenue.

Sincerely,

Paul J. Foreman, Director
Exemptions & Public Utilities Bureau

PJF: JT

Enclosures

cc: Mr. Scott Speights, Office of State Auditor
Ms. Mary Ann Palmer, Tax Assessor Forrest County

IN THE MATTER OF THE APPLICATION OF
WIS-PAK FOR EXEMPTION FROM AD VALOREM
TAXATION

FINAL ORDER GRANTING AND ALLOWING AD
VALOREM TAX EXEMPTION

THERE came on for further consideration and final determination by the Mayor and City Council of the City of Hattiesburg, Mississippi, the matter of the Application of Wis-Pak of Hattiesburg, for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, as set forth in full in said Application; and the Council having carefully inquired into the matter and maturely considered the same, and being fully advised in the premises, does hereby find, sustain and adjudicate as follows:

THE Council finds that said Applicant has previously filed with it, in due and proper form, an Application for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, upon the tangible property of said Applicant as identified and described in said Application for a period of five (5) years from and after January 1, 2016 with a total true value of \$1,150,274. and that the Council heretofore on the 4th day of October, 2016 by Resolution appearing in Municipal Minute Book 2016 at page(s) 265-266, duly passed, adopted, made and entered said appropriate Resolution approving said Application and granting the ad valorem tax exemption therein sought, subject, however, to action of the Mississippi State Tax Commission as provided by law, and directing that appropriate certified transcript or copies of said Application and said Resolution be transmitted to the said Mississippi State Tax Commission for appropriate action by it as provided and required by Sections 27-31-101, et seq., Mississippi Code of 1972, Annotated, and any and all other provisions of law. The Council has now received a letter from the Director of the Property Tax Bureau of said Mississippi State Tax Commission dated December 12, 2016, approving the ad valorem tax exemption for the personal property in the amount of \$1,150,274. as applied for by the said Wis-Pak and appended and subjoined hereto as a part of this Order and made a part hereof as fully and for all purposes as if set forth at length herein; and it is now appropriate, proper and in the best interest of the City of Hattiesburg and all of the parties of interest that action be taken upon said matter and final disposition be made thereof pursuant to all provisions of law.

IT IS, THEREFORE, THE JUDGEMENT OF THE MAYOR AND CITY COUNCIL. AND

IT IS ACCORDINGLY HEREBY ORDERED, pursuant to the provisions of Sections 27-31-101, et seq., Mississippi Code of 1972, Annotated, and all other provisions of applicable law, that the Application of the said Wis-Pak. for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, approved by Resolution of the Council in the City of Hattiesburg, Minute Book 2016 at pages 265-266 and the same being incorporated herein by specific reference thereto, be and the same is hereby, in all respects and in every particular, approved and allowed for the personal property, as approved by the Mississippi State Tax Commission; and further, that the said be, and is hereby, granted and allowed exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, upon all of the tangible property as identified, described and otherwise set forth in said Application hereinabove referred to, all for a term or period of five (5) years commencing on January 1, 2016, with a total true value of \$1,150,274.

IT IS FURTHER ORDERED that the City Clerk of the City of Hattiesburg, be and he is hereby authorized, empowered and directed to record this Order approving such application and granting ad valorem taxation exemption applied for, in the municipal records and to take all other action necessary or required by law to grant said tax exemption herein approved.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Order adopted, this the 8th day of August 2017.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Order having been submitted to and approved by the Mayor, this the 8th day of August, 2017.

ATTEST:

CITY CLERK

APPROVED:

MAYOR

IN THE MATTER OF THE APPLICATION OF
WIS-PAK FOR EXEMPTION FROM AD VALOREM
TAXATION

FINAL ORDER GRANTING AND ALLOWING AD
VALOREM TAX EXEMPTION

THERE came on for further consideration and final determination by the Mayor and City Council of the City of Hattiesburg, Mississippi, the matter of the Application of Wis-Pak of Hattiesburg, for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, as set forth in full in said Application; and the Council having carefully inquired into the matter and maturely considered the same, and being fully advised in the premises, does hereby find, sustain and adjudicate as follows:

THE Council finds that said Applicant has previously filed with it, in due and proper form, an Application for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, upon the tangible property of said Applicant as identified and described in said Application for a period of five (5) years from and after January 1, 2016 with a total true value of \$1,150,274. and that the Council heretofore on the 4th day of October, 2016 by Resolution appearing in Municipal Minute Book 2016 at page(s) 265-266, duly passed, adopted, made and entered said appropriate Resolution approving said Application and granting the ad valorem tax exemption therein sought, subject, however, to action of the Mississippi State Tax Commission as provided by law, and directing that appropriate certified transcript or copies of said Application and said Resolution be transmitted to the said Mississippi State Tax Commission for appropriate action by it as provided and required by Sections 27-31-101, et seq., Mississippi Code of 1972, Annotated, and any and all other provisions of law. The Council has now received a letter from the Director of the Property Tax Bureau of said Mississippi State Tax Commission dated December 12, 2016, approving the ad valorem tax exemption for the personal property in the amount of \$1,150,274.

as applied for by the said Wis-Pak and appended and subjoined hereto as a part of this Order and made a part hereof as fully and for all purposes as if set forth at length herein; and it is now appropriate, proper and in the best interest of the City of Hattiesburg and all of the parties of interest that action be taken upon said matter and final disposition be made thereof pursuant to all provisions of law.

IT IS, THEREFORE, THE JUDGEMENT OF THE MAYOR AND CITY COUNCIL. AND

IT IS ACCORDINGLY HEREBY ORDERED, pursuant to the provisions of Sections 27-31-101, et seq., Mississippi Code of 1972, Annotated, and all other provisions of applicable law, that the Application of the said Wis-Pak. for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, approved by Resolution of the Council in the City of Hattiesburg, Minute Book 2016 at pages 265-266 and the same being incorporated herein by specific reference thereto, be and the same is hereby, in all respects and in every particular, approved and allowed for the personal property, as approved by the Mississippi State Tax Commission; and further, that the said be, and is hereby, granted and allowed exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, upon all of the tangible property as identified, described and otherwise set forth in said Application hereinabove referred to, all for a term or period of five(5) years commencing on January 1, 2016, with a total true value of \$1,150,274.

IT IS FURTHER ORDERED that the City Clerk of the City of Hattiesburg, be and he is hereby authorized, empowered and directed to record this Order approving such application and granting ad valorem taxation exemption applied for, in the municipal records and to take all other action necessary or required by law to grant said tax exemption herein approved.

The above and foregoing Order, after having been first reduced to writing, was introduced by Council person Dryden, seconded by Council person George, and was adopted by the following vote, to-wit:

YEAS:

George
Delgado
Carroll
Dryden
Brown

NAYS:

None

The President thereby declared the motion carried and the Order adopted, this the 8th day of August 2017.

(SEAL)

ATTEST:


CLERK OF COUNCIL

ADOPTED:


PRESIDENT

The above and foregoing Order having been submitted to and approved by the Mayor, this the 8th day of August, 2017.

ATTEST:



CITY CLERK

APPROVED:



MAYOR



— DEPARTMENT OF —
REVENUE
STATE OF MISSISSIPPI

OFFICE OF PROPERTY TAX
EXEMPTIONS & PUBLIC UTILITIES BUREAU

December 12, 2016

Mr. Kermas Eaton
City Clerk
City of Hattiesburg
P O Box 1898
Hattiesburg, MS 39401

RE: Ad Valorem Taxation Exemption – Wis-Pak of Hattiesburg llc

Dear Mr. Eaton:

In accordance with the authority conferred upon the MS Department of Revenue by Miss. Code Ann. Section 27-31-105 the Department hereby certifies that the above named enterprise is eligible for ad valorem tax exemption, and is in compliance with the provisions of the statute.

The exemption of the property is certified for a period of five years, from and after January 1, 2016, with a total true value of \$1,150,274.

The original application for exemption is enclosed for action by the board of supervisors and/or municipal authorities. A final order is to be placed on the minutes declaring this property is exempt, the true value, and the dates when such exemption commences and expires.

According to Miss. Code Ann. Section 27-31-109, the clerk shall record the application and order approving the exemption and shall send a copy of the final order to the MS Department of Revenue.

Sincerely,

Paul J. Foreman, Director
Exemptions & Public Utilities Bureau

PJF: JT

Enclosures

cc: Mr. Scott Speights, Office of State Auditor
Ms. Mary Ann Palmer, Tax Assessor Forrest County



City of Hattiesburg, MS

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

Master

File Number: 2017-614

File ID: 2017-614

Type: Resolution

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 08/02/2017

Brief Title: Final Order- Mississippi Tank

Final Action:

Minute Book Number: MB2017-340

Title:

Acknowledge receipt of letter from the Mississippi Department of Revenue granting the requested ad valorem tax exemption to Mississippi Tank Company, for a period not to exceed five (5) years, commencing on January 1, 2016 and ending December 31, 2020, wit a true total value of \$1,293,650.; and adopt a final order granting and allowing the same.

Notes:

Agenda Date: 08/08/2017

Indexes:

Agenda Number: VII.-8

Sponsors:

Enactment Date:

Attachments: DOR Letter- Ms Tank, Fnal Order- Ms Tank,
RES#2017-90, executed Final Order- Ms Tank

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	08/08/2017					

Text of Legislative File 2017-614

Title

Acknowledge receipt of letter from the Mississippi Department of Revenue granting the requested ad valorem tax exemption to Mississippi Tank Company, for a period not to exceed five (5) years, commencing on January 1, 2016 and ending December 31, 2020, wit a true total value of \$1,293,650.; and adopt a final order granting and allowing the same.

Summary

Final Order- Mississippi Tank.

Budget Information

Expenditure Type

Purchasing Item

Publication Information



DEPARTMENT OF
REVENUE
STATE OF MISSISSIPPI

OFFICE OF PROPERTY TAX
EXEMPTIONS & PUBLIC UTILITIES BUREAU

December 8, 2016

Mr. Kermas Eaton
City Clerk
City of Hattiesburg
P O Box 1898
Hattiesburg, MS 39401

RE: Ad Valorem Taxation Exemption – Mississippi Tank Company

Dear Mr. Eaton:

In accordance with the authority conferred upon the MS Department of Revenue by Miss. Code Ann. Section 27-31-105 the Department hereby certifies that the above named enterprise is eligible for ad valorem tax exemption, and is in compliance with the provisions of the statute.

The exemption of the property is certified for a period of five years, from and after January 1, 2016, with a total true value of \$1,293,650.

The original application for exemption is enclosed for action by the board of supervisors and/or municipal authorities. A final order is to be placed on the minutes declaring this property is exempt, the true value, and the dates when such exemption commences and expires.

According to Miss. Code Ann. Section 27-31-109, the clerk shall record the application and order approving the exemption and shall send a copy of the final order to the MS Department of Revenue.

Sincerely,

Paul J. Foreman, Director
Exemptions & Public Utilities Bureau

PJF: jt

Enclosures

cc: Mr. Scott Speights, Office of State Auditor
Ms. Mary Ann Palmer, Tax Assessor Forrest County

IN THE MATTER OF THE APPLICATION OF
MISSISSIPPI TANK COMPANY FOR
EXEMPTION FROM AD VALOREM TAXATION

FINAL ORDER GRANTING AND ALLOWING AD

VALOREM TAX EXEMPTION

THERE came on for further consideration and final determination by the Mayor and City Council of the City of Hattiesburg, Mississippi, the matter of the Application of Mississippi Tank Company, for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, as set forth in full in said Application; and the Council having carefully inquired into the matter and maturely considered the same, and being fully advised in the premises, does hereby find, sustain and adjudicate as follows:

THE Council finds that said Applicant has previously filed with it, in due and proper form, an Application for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, upon the tangible property of said Applicant as identified and described in said Application for a period of five (5) years from and after January 1, 2016 with a total true value of \$1,293,650. and that the Council heretofore on the 4th day of October, 2016 by Resolution appearing in Municipal Minute Book 2016 at page(s) 264-265, duly passed, adopted, made and entered said appropriate Resolution approving said Application and granting the ad valorem tax exemption therein sought, subject, however, to action of the Mississippi State Tax Commission as provided by law, and directing that appropriate certified transcript or copies of said Application and said Resolution be transmitted to the said Mississippi State Tax Commission for appropriate action by it as provided and required by Sections 27-31-101, et seq., Mississippi Code of 1972, Annotated, and any and all other provisions of law. The Council has now received a letter from the Director of the Property Tax Bureau of said Mississippi State Tax Commission dated December 8, 2016, approving the ad valorem tax exemption for the personal property in the amount of \$1,293,650. as applied for by the said Mississippi Tank Co and appended and subjoined hereto as a part of this Order and made a part hereof as fully and for all purposes as if set forth at length herein; and it is now appropriate, proper and in the best interest of the City of Hattiesburg and all of the parties of interest that action be taken upon said matter and final disposition be made thereof pursuant to all provisions of law.

IT IS, THEREFORE, THE JUDGEMENT OF THE MAYOR AND CITY COUNCIL. AND

IT IS ACCORDINGLY HEREBY ORDERED, pursuant to the provisions of Sections 27-31-101, et seq., Mississippi Code of 1972, Annotated, and all other provisions of applicable law, that the Application of the said Mississippi Tank Company. for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, approved by Resolution of the Council in the City of Hattiesburg, Minute Book 2016 at pages 264-265 and the same being incorporated herein by specific reference thereto, be and the same is hereby, in all respects and in every particular, approved and allowed for the personal property, as approved by the Mississippi State Tax Commission; and further, that the said be, and is hereby, granted and allowed exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, upon all of the tangible property as identified, described and otherwise set forth in said Application hereinabove referred to, all for a term or period of five(5)years commencing on January 1, 2016, with a total true value of \$1,293,650.

IT IS FURTHER ORDERED that the City Clerk of the City of Hattiesburg, be and he is hereby authorized, empowered and directed to record this Order approving such application and granting ad valorem taxation exemption applied for, in the municipal records and to take all other action necessary or required by law to grant said tax exemption herein approved.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Order adopted, this the 8th day of August 2017.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Order having been submitted to and approved by the Mayor, this the 8th day of August, 2017.

ATTEST:

CITY CLERK

APPROVED:

MAYOR

IN THE MATTER OF THE APPLICATION OF
MISSISSIPPI TANK COMPANY FOR
EXEMPTION FROM AD VALOREM TAXATION

FINAL ORDER GRANTING AND ALLOWING AD
VALOREM TAX EXEMPTION

THERE came on for further consideration and final determination by the Mayor and City Council of the City of Hattiesburg, Mississippi, the matter of the Application of Mississippi Tank Company, for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, as set forth in full in said Application; and the Council having carefully inquired into the matter and maturely considered the same, and being fully advised in the premises, does hereby find, sustain and adjudicate as follows:

THE Council finds that said Applicant has previously filed with it, in due and proper form, an Application for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, upon the tangible property of said Applicant as identified and described in said Application for a period of five (5) years from and after January 1, 2016 with a total true value of \$1,293,650. and that the Council heretofore on the 4th day of October, 2016 by Resolution appearing in Municipal Minute Book 2016 at page(s) 264-265, duly passed, adopted, made and entered said appropriate Resolution approving said Application and granting the ad valorem tax exemption therein sought, subject, however, to action of the Mississippi State Tax Commission as provided by law, and directing that appropriate certified transcript or copies of said Application and said Resolution be transmitted to the said Mississippi State Tax Commission for appropriate action by it as provided and required by Sections 27-31-101, et seq., Mississippi Code of 1972, Annotated, and any and all other provisions of law. The Council has now received a letter from the Director of the Property Tax Bureau of said Mississippi State Tax Commission dated December 8, 2016, approving the ad valorem tax exemption for the personal property in the amount of \$1,293,650.

as applied for by the said Mississippi Tank Co and appended and subjoined hereto as a part of this Order and made a part hereof as fully and for all purposes as if set forth at length herein; and it is now appropriate, proper and in the best interest of the City of Hattiesburg and all of the parties of interest that action be taken upon said matter and final disposition be made thereof pursuant to all provisions of law.

IT IS, THEREFORE, THE JUDGEMENT OF THE MAYOR AND CITY COUNCIL. AND

IT IS ACCORDINGLY HEREBY ORDERED, pursuant to the provisions of Sections 27-31-101, et seq., Mississippi Code of 1972, Annotated, and all other provisions of applicable law, that the Application of the said Mississippi Tank Company. for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, approved by Resolution of the Council in the City of Hattiesburg, Minute Book 2016 at pages 264-265 and the same being incorporated herein by specific reference thereto, be and the same is hereby, in all respects and in every particular, approved and allowed for the personal property, as approved by the Mississippi State Tax Commission; and further, that the said be, and is hereby, granted and allowed exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, upon all of the tangible property as identified, described and otherwise set forth in said Application hereinabove referred to, all for a term or period of five(5)years commencing on January 1, 2016, with a total true value of \$1,293,650.

IT IS FURTHER ORDERED that the City Clerk of the City of Hattiesburg, be and he is hereby authorized, empowered and directed to record this Order approving such application and granting ad valorem taxation exemption applied for, in the municipal records and to take all other action necessary or required by law to grant said tax exemption herein approved.

The above and foregoing Order, after having been first reduced to writing, was introduced by Council person George, seconded by Council person Brown, and was adopted by the following vote, to-wit:

YEAS: George
Carroll
Brown

NAYS: None

Recuse: Dryden

Abstain: Delgado

The President thereby declared the motion carried and the Order adopted, this the 8th day of August 2017.

(SEAL)

ATTEST:

ADOPTED:


CLERK OF COUNCIL


PRESIDENT

The above and foregoing Order having been submitted to and approved by the Mayor, this the 8th day of August, 2017.

ATTEST:


CITY CLERK

APPROVED:


MAYOR



— DEPARTMENT OF —
REVENUE
STATE OF MISSISSIPPI

OFFICE OF PROPERTY TAX
EXEMPTIONS & PUBLIC UTILITIES BUREAU

December 8, 2016

Mr. Kermas Eaton
City Clerk
City of Hattiesburg
P O Box 1898
Hattiesburg, MS 39401

RE: Ad Valorem Taxation Exemption – Mississippi Tank Company

Dear Mr. Eaton:

In accordance with the authority conferred upon the MS Department of Revenue by Miss. Code Ann. Section 27-31-105 the Department hereby certifies that the above named enterprise is eligible for ad valorem tax exemption, and is in compliance with the provisions of the statute.

The exemption of the property is certified for a period of five years, from and after January 1, 2016, with a total true value of \$1,293,650.

The original application for exemption is enclosed for action by the board of supervisors and/or municipal authorities. A final order is to be placed on the minutes declaring this property is exempt, the true value, and the dates when such exemption commences and expires.

According to Miss. Code Ann. Section 27-31-109, the clerk shall record the application and order approving the exemption and shall send a copy of the final order to the MS Department of Revenue.

Sincerely,

Paul J. Foreman, Director
Exemptions & Public Utilities Bureau

PJF: jt

Enclosures

cc: Mr. Scott Speights, Office of State Auditor
Ms. Mary Ann Palmer, Tax Assessor Forrest County



City of Hattiesburg, MS

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

Master

File Number: 2017-618

File ID: 2017-618

Type: Resolution

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 08/02/2017

Brief Title: Final Order-MAR-Jac Poultry

Final Action:

Minute Book Number: MB2017-340

Title:

Acknowledge receipt of letter from the Mississippi Department of Revenue granting the requested ad valorem tax exemption to Mar-Jac Poultry MS LLC, for a period not to exceed five(5) years, commencing on January 1, 2016 and ending December 31, 2020, with a true total value of \$910,318.; and adopt final order granting and allowing same.

Notes:

Agenda Date: 08/08/2017

Indexes:

Agenda Number: VII.-9

Sponsors:

Enactment Date:

Attachments: DOR Letter - Mar-Jac Poultry MS LLC, RES#2017-91,
executed Final Order - Mar-Jac Poultry MS LLC

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	08/08/2017					

Text of Legislative File 2017-618

Title

Acknowledge receipt of letter from the Mississippi Department of Revenue granting the requested ad valorem tax exemption to Mar-Jac Poultry MS LLC, for a period not to exceed five(5) years, commencing on January 1, 2016 and ending December 31, 2020, with a true total value of \$910,318.; and adopt final order granting and allowing same.

Summary

Final Order- Mar-Jac

Budget Information

Expenditure Type

Purchasing Item

Publication Information



— DEPARTMENT OF —
REVENUE
STATE OF MISSISSIPPI

OFFICE OF PROPERTY TAX
EXEMPTIONS & PUBLIC UTILITIES BUREAU

December 15, 2016

Mr. Kermas Eaton
City Clerk
City of Hattiesburg
P O Box 1898
Hattiesburg, MS 39401

RE: Ad Valorem Taxation Exemption – Mar-Jac Poultry MS LLC

Dear Mr. Harvard:

In accordance with the authority conferred upon the MS Department of Revenue by Miss. Code Ann. Section 27-31-105 the Department hereby certifies that the above named enterprise is eligible for ad valorem tax exemption, and is in compliance with the provisions of the statute.

The exemption of the property is certified for a period of five years, from and after January 1, 2016, with a total true value of \$910,318.

The original application for exemption is enclosed for action by the board of supervisors and/or municipal authorities. A final order is to be placed on the minutes declaring this property is exempt, the true value, and the dates when such exemption commences and expires.

According to Miss. Code Ann. Section 27-31-109, the clerk shall record the application and order approving the exemption and shall send a copy of the final order to the MS Department of Revenue.

Sincerely,

Paul J. Foreman, Director
Exemptions & Public Utilities Bureau

PJF: jt

Enclosures

cc: Mr. Scott Speights, Office of State Auditor
Ms. Mary Ann Palmer, Tax Assessor Forrest County
Ms. Janie White, Forrest County Board of Supervisors

IN THE MATTER OF THE APPLICATION OF
MAR-JAC POULTRY MS, LLC FOR EXEMPTION
FROM AD VALOREM TAXATION

FINAL ORDER GRANTING AND ALLOWING AD
VALOREM TAX EXEMPTION

THERE came on for further consideration and final determination by the Mayor and City Council of the City of Hattiesburg, Mississippi, the matter of the Application of Mar-Jac Poultry MS LLC, for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, as set forth in full in said Application; and the Council having carefully inquired into the matter and maturely considered the same, and being fully advised in the premises, does hereby find, sustain and adjudicate as follows:

THE Council finds that said Applicant has previously filed with it, in due and proper form, an Application for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, upon the tangible property of said Applicant as identified and described in said Application for a period of five (5) years from and after January 1, 2016 with a total true value of \$910,318. and that the Council heretofore on the 4th day of October, 2016 by Resolution appearing in Municipal Minute Book 2016 at page(s) 267, duly passed, adopted, made and entered said appropriate Resolution approving said Application and granting the ad valorem tax exemption therein sought, subject, however, to action of the Mississippi State Tax Commission as provided by law, and directing that appropriate certified transcript or copies of said Application and said Resolution be transmitted to the said Mississippi State Tax Commission for appropriate action by it as provided and required by Sections 27-31-101, et seq., Mississippi Code of 1972, Annotated, and any and all other provisions of law. The Council has now received a letter from the Director of the Property Tax Bureau of said Mississippi State Tax Commission dated December 15, 2016, approving the ad valorem tax exemption for the personal property in the amount of \$910,318.

as applied for by the said Mar-Jac Poultry MS LLC and appended and subjoined hereto as a part of this Order and made a part hereof as fully and for all purposes as if set forth at length herein; and it is now appropriate, proper and in the best interest of the City of Hattiesburg and all of the parties of interest that action be taken upon said matter and final disposition be made thereof pursuant to all provisions of law.

IT IS, THEREFORE, THE JUDGEMENT OF THE MAYOR AND CITY COUNCIL. AND IT IS ACCORDINGLY HEREBY ORDERED, pursuant to the provisions of Sections 27-31-101, et seq., Mississippi Code of 1972, Annotated, and all other provisions of applicable law, that the Application of the said Mar-Jac Poultry MS, LLC. for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, approved by Resolution of the Council in the City of Hattiesburg, Minute Book 2016 at pages 267 and the same being incorporated herein by specific reference thereto, be and the same is hereby, in all respects and in every particular, approved and allowed for the personal property, as approved by the Mississippi State Tax Commission; and further, that the said Mar-Jac Poultry MS LLC be, and is hereby, granted and allowed exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, upon all of the tangible property as identified, described and otherwise set forth in said Application hereinabove referred to, all for a term or period of five(5) years commencing on January 1, 2016, with a total true value of \$910,318.

IT IS FURTHER ORDERED that the City Clerk of the City of Hattiesburg, be and he is hereby authorized, empowered and directed to record this Order approving such application and granting ad valorem taxation exemption applied for, in the municipal records and to take all other action necessary or required by law to grant said tax exemption herein approved.

The above and foregoing Order, after having been first reduced to writing, was introduced by Council person Dryden, seconded by Council person George, and was adopted by the following vote, to-wit:

YEAS: George
Delgado
Carroll
Dryden
Brown

NAYS: None

The President thereby declared the motion carried and the Order adopted, this the 8th day of August 2017.

(SEAL)

ATTEST:

ADOPTED:


CLERK OF COUNCIL


PRESIDENT

The above and foregoing Order having been submitted to and

approved by the Mayor, this the 8th day of August, 2017.

ATTEST:



CITY CLERK

APPROVED:


MAYOR



— DEPARTMENT OF —
REVENUE
STATE OF MISSISSIPPI

OFFICE OF PROPERTY TAX
EXEMPTIONS & PUBLIC UTILITIES BUREAU

December 15, 2016

Mr. Kermas Eaton
City Clerk
City of Hattiesburg
P O Box 1898
Hattiesburg, MS 39401

RE: Ad Valorem Taxation Exemption – Mar-Jac Poultry MS LLC

Dear Mr. Harvard:

In accordance with the authority conferred upon the MS Department of Revenue by Miss. Code Ann. Section 27-31-105 the Department hereby certifies that the above named enterprise is eligible for ad valorem tax exemption, and is in compliance with the provisions of the statute.

The exemption of the property is certified for a period of five years, from and after January 1, 2016, with a total true value of \$910,318.

The original application for exemption is enclosed for action by the board of supervisors and/or municipal authorities. A final order is to be placed on the minutes declaring this property is exempt, the true value, and the dates when such exemption commences and expires.

According to Miss. Code Ann. Section 27-31-109, the clerk shall record the application and order approving the exemption and shall send a copy of the final order to the MS Department of Revenue.

Sincerely,

Paul J. Foreman, Director
Exemptions & Public Utilities Bureau

PJF: jt

Enclosures

cc: Mr. Scott Speights, Office of State Auditor
Ms. Mary Ann Palmer, Tax Assessor Forrest County
Ms. Janie White, Forrest County Board of Supervisors



City of Hattiesburg, MS

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

Master

File Number: 2017-613

File ID: 2017-613

Type: Resolution

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 08/02/2017

Brief Title: Final Order- Bio Soil Enhancers

Final Action:

Minute Book Number: MB2017-340

Title:

Acknowledge receipt of letter from the Mississippi Department of Revenue granting the requested ad valorem tax exemption to Bio-Soil Enhancers Inc, for a period not to exceed five (5) years, commencing on January 1, 2016 and ending on December 31, 2020, with a true total value of \$124,300.; and adopt a final order granting and allowing same.

Notes:

Agenda Date: 08/08/2017

Indexes:

Agenda Number: VII.-10

Sponsors:

Enactment Date:

Attachments: DOR Letter- Bio Soil, Final Order- Bio Soil, RES#2017-92, executed Final Order- Bio Soil

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	08/08/2017					

Text of Legislative File 2017-613

Title

Acknowledge receipt of letter from the Mississippi Department of Revenue granting the requested ad valorem tax exemption to Bio-Soil Enhancers Inc, for a period not to exceed five (5) years, commencing on January 1, 2016 and ending on December 31, 2020, with a true total value of \$124,300.; and adopt a final order granting and allowing same.

Summary

Final Order- Bio Soil Enhancers

Budget Information

Expenditure Type

Purchasing Item

Publication Information



DEPARTMENT OF
REVENUE
STATE OF MISSISSIPPI

OFFICE OF PROPERTY TAX
EXEMPTIONS & PUBLIC UTILITIES BUREAU

December 12, 2016

Mr. Kermas Eaton
City Clerk
City of Hattiesburg
P O Box 1898
Hattiesburg, MS 39401

RE: Ad Valorem Taxation Exemption – Bio Soil Enhancers Inc.

Dear Mr. Eaton:

In accordance with the authority conferred upon the MS Department of Revenue by Miss. Code Ann. Section 27-31-101 the Department hereby certifies that the above named enterprise is eligible for ad valorem tax exemption, and is in compliance with the provisions of the statute.

The exemption of the property is certified for a period of five years, from and after January 1, 2016, with a total true value of \$124,300.

The original application for exemption is enclosed for action by the board of supervisors and/or municipal authorities. A final order is to be placed on the minutes declaring this property is exempt, the true value, and the dates when such exemption commences and expires.

According to Miss. Code Ann. Section 27-31-109, the clerk shall record the application and order approving the exemption and shall send a copy of the final order to the MS Department of Revenue.

Sincerely,

Paul J. Foreman, Director
Exemptions & Public Utilities Bureau

PJF: JT

Enclosures

cc: Mr. Scott Speights, Office of State Auditor
Ms. Mary Ann Palmer, Tax Assessor Forrest County

IN THE MATTER OF THE APPLICATION OF
BIO SOIL ENHANCERS INC. FOR EXEMPTION
FROM AD VALOREM TAXATION

FINAL ORDER GRANTING AND ALLOWING AD
VALOREM TAX EXEMPTION

THERE came on for further consideration and final determination by the Mayor and City Council of the City of Hattiesburg, Mississippi, the matter of the Application of Bio Soil Enhancers, for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, as set forth in full in said Application; and the Council having carefully inquired into the matter and maturely considered the same, and being fully advised in the premises, does hereby find, sustain and adjudicate as follows:

THE Council finds that said Applicant has previously filed with it, in due and proper form, an Application for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, upon the tangible property of said Applicant as identified and described in said Application for a period of five (5) years from and after January 1, 2016 with a total true value of \$124,300. and that the Council heretofore on the 4th day of October, 2016 by Resolution appearing in Municipal Minute Book 2016 at page(s)268, duly passed, adopted, made and entered said appropriate Resolution approving said Application and granting the ad valorem tax exemption therein sought, subject, however, to action of the Mississippi State Tax Commission as provided by law, and directing that appropriate certified transcript or copies of said Application and said Resolution be transmitted to the said Mississippi State Tax Commission for appropriate action by it as provided and required by Sections 27-31-101, et seq., Mississippi Code of 1972, Annotated, and any and all other provisions of law. The Council has now received a letter from the Director of the Property Tax Bureau of said Mississippi State Tax Commission dated December 12, 2016, approving the ad valorem tax exemption for the personal property in the amount of \$124,300. as applied for by the said Bio Soil Enhancers and appended and subjoined hereto as a part of this Order and made a part hereof as fully and for all purposes as if set forth at length herein; and it is now appropriate, proper and in the best interest of the City of Hattiesburg and all of the parties of interest that action be taken upon said matter and final disposition be made thereof pursuant to all provisions of law.

IT IS, THEREFORE, THE JUDGEMENT OF THE MAYOR AND CITY COUNCIL. AND

IT IS ACCORDINGLY HEREBY ORDERED, pursuant to the provisions of Sections 27-31-101, et seq., Mississippi Code of 1972, Annotated, and all other provisions of applicable law, that the Application of the said Bio Soil Enhancers. for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, approved by Resolution of the Council in the City of Hattiesburg, Minute Book 2016 at pages 268 and the same being incorporated herein by specific reference thereto, be and the same is hereby, in all respects and in every particular, approved and allowed for the personal property, as approved by the Mississippi State Tax Commission; and further, that the said be, and is hereby, granted and allowed exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, upon all of the tangible property as identified, described and otherwise set forth in said Application hereinabove referred to, all for a term or period of five(5)years commencing on January 1, 2016, with a total true value of \$124,300.

IT IS FURTHER ORDERED that the City Clerk of the City of Hattiesburg, be and he is hereby authorized, empowered and directed to record this Order approving such application and granting ad valorem taxation exemption applied for, in the municipal records and to take all other action necessary or required by law to grant said tax exemption herein approved.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Order adopted, this the 8th day of August 2017.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Order having been submitted to and approved by the Mayor, this the 8th day of August, 2017.

ATTEST:

CITY CLERK

APPROVED:

MAYOR

IN THE MATTER OF THE APPLICATION OF
BIO SOIL ENHANCERS INC. FOR EXEMPTION
FROM AD VALOREM TAXATION

FINAL ORDER GRANTING AND ALLOWING AD
VALOREM TAX EXEMPTION

THERE came on for further consideration and final determination by the Mayor and City Council of the City of Hattiesburg, Mississippi, the matter of the Application of Bio Soil Enhancers, for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, as set forth in full in said Application; and the Council having carefully inquired into the matter and maturely considered the same, and being fully advised in the premises, does hereby find, sustain and adjudicate as follows:

THE Council finds that said Applicant has previously filed with it, in due and proper form, an Application for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, upon the tangible property of said Applicant as identified and described in said Application for a period of five (5) years from and after January 1, 2016 with a total true value of \$124,300. and that the Council heretofore on the 4th day of October, 2016 by Resolution appearing in Municipal Minute Book 2016 at page(s) 268, duly passed, adopted, made and entered said appropriate Resolution approving said Application and granting the ad valorem tax exemption therein sought, subject, however, to action of the Mississippi State Tax Commission as provided by law, and directing that appropriate certified transcript or copies of said Application and said Resolution be transmitted to the said Mississippi State Tax Commission for appropriate action by it as provided and required by Sections 27-31-101, et seq., Mississippi Code of 1972, Annotated, and any and all other provisions of law. The Council has now received a letter from the Director of the Property Tax Bureau of said Mississippi State Tax Commission dated December 12, 2016, approving the ad valorem tax exemption for the personal property in the amount of \$124,300.

as applied for by the said Bio Soil Enhancers and appended and subjoined hereto as a part of this Order and made a part hereof as fully and for all purposes as if set forth at length herein; and it is now appropriate, proper and in the best interest of the City of Hattiesburg and all of the parties of interest that action be taken upon said matter and final disposition be made thereof pursuant to all provisions of law.

IT IS, THEREFORE, THE JUDGEMENT OF THE MAYOR AND CITY COUNCIL. AND

IT IS ACCORDINGLY HEREBY ORDERED, pursuant to the provisions of Sections 27-31-101, et seq., Mississippi Code of 1972, Annotated, and all other provisions of applicable law, that the Application of the said Bio Soil Enhancers. for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, approved by Resolution of the Council in the City of Hattiesburg, Minute Book 2016 at pages 268 and the same being incorporated herein by specific reference thereto, be and the same is hereby, in all respects and in every particular, approved and allowed for the personal property, as approved by the Mississippi State Tax Commission; and further, that the said be, and is hereby, granted and allowed exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, upon all of the tangible property as identified, described and otherwise set forth in said Application hereinabove referred to, all for a term or period of five(5)years commencing on January 1, 2016, with a total true value of \$124,300.

IT IS FURTHER ORDERED that the City Clerk of the City of Hattiesburg, be and he is hereby authorized, empowered and directed to record this Order approving such application and granting ad valorem taxation exemption applied for, in the municipal records and to take all other action necessary or required by law to grant said tax exemption herein approved.

The above and foregoing Order, after having been first reduced to writing, was introduced by Council person Dryden, seconded by Council person George, and was adopted by the following vote, to-wit:

YEAS:

George
Delgado
Carroll
Dryden
Brown

NAYS:

None

The President thereby declared the motion carried and the Order adopted, this the 8th day of August 2017.

(SEAL)

ATTEST:

ADOPTED:


CLERK OF COUNCIL


PRESIDENT

The above and foregoing Order having been submitted to and approved by the Mayor, this the 8th day of August, 2017.

ATTEST:


CITY CLERK

APPROVED:


MAYOR



DEPARTMENT OF
REVENUE
STATE OF MISSISSIPPI

OFFICE OF PROPERTY TAX
EXEMPTIONS & PUBLIC UTILITIES BUREAU

December 12, 2016

Mr. Kermas Eaton
City Clerk
City of Hattiesburg
P O Box 1898
Hattiesburg, MS 39401

RE: Ad Valorem Taxation Exemption – Bio Soil Enhancers Inc.

Dear Mr. Eaton:

In accordance with the authority conferred upon the MS Department of Revenue by Miss. Code Ann. Section 27-31-101 the Department hereby certifies that the above named enterprise is eligible for ad valorem tax exemption, and is in compliance with the provisions of the statute.

The exemption of the property is certified for a period of five years, from and after January 1, 2016, with a total true value of \$124,300.

The original application for exemption is enclosed for action by the board of supervisors and/or municipal authorities. A final order is to be placed on the minutes declaring this property is exempt, the true value, and the dates when such exemption commences and expires.

According to Miss. Code Ann. Section 27-31-109, the clerk shall record the application and order approving the exemption and shall send a copy of the final order to the MS Department of Revenue.

Sincerely,

Paul J. Foreman, Director
Exemptions & Public Utilities Bureau

PJF: JT

Enclosures

cc: Mr. Scott Speights, Office of State Auditor
Ms. Mary Ann Palmer, Tax Assessor Forrest County



City of Hattiesburg, MS

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

Master

File Number: 2017-575

File ID: 2017-575

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 07/31/2017

Brief Title: Receipt of Proposals for Architectural and Engineering Professionals Services for the COH Parks and Recreation Dept.

Final Action:

Minute Book Number: MB2017-340

Title:

Acknowledge receipt of proposals received on June 8, 2017, for Architectural and Engineering Professionals Services for the City of Hattiesburg Parks and Recreation Department, and accept the proposal of Neel-Schaffer as per recommendation.

Notes:

Agenda Date: 08/08/2017

Indexes:

Agenda Number: VII.-11

Sponsors:

Enactment Date:

Attachments: Timbereton Park Score Sheets, Neel- Schaffer, Mccleskey, Shows, Dearman & Waits, W Engineering, Major Design, PW Ref #HHTGEY01 - A&E score results, Proof of Pub-A&E

Enactment Number:

Contact:

Meeting Date: 08/08/2017

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	08/08/2017					

Text of Legislative File 2017-575

Title

Acknowledge receipt of proposals received on June 8, 2017, for Architectural and Engineering Professionals Services for the City of Hattiesburg Parks and Recreation Department, and accept the proposal of Neel-Schaffer as per recommendation.

Summary

Acknowledge receipt of proposals received on June 8, 2017, for Architectural and Engineering Professionals Services for the City of Hattiesburg Parks and Recreation Department, and accept the proposal of Neel-Schaffer as per recommendation.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Score Name: <u>Kenneth S. Foster</u>		Company Name									
Criteria	Value	MOS	W Engineer: W	McCleskey	Neel-Schaffner	SDW					
General professional impression	10	10	6	10	10	10					
Quality and successful completion of projects of similar size and cost.	20	17	10	10	20	14					
Firm's proximity to geographic location of the project.	10	4	8	10	10	10					
Firm's ability and capacity to perform the work.	20	20	10	9	20	20					
Time schedule and past experience at timely delivery of design documents.	20	7	5	5	7	8					
Firm's ability to demonstrate understanding of the project requirements (based on available information)	20	8	5	8	10	10					
Financial controls (ability to accurately estimate and complete the project (within available budget))	20	18	10	17	18	18					
TOTAL	100	84	54	69	95	90					

Total Overall Scores

Neel-Schaffner = 281

SDW = 264

MDS = 244

McCleskey = 198

W engineering = 178

James H. Hattiesburg 6/21/17

City of Hattiesburg, Mississippi
 Disaster No. FEMA-4295-DR
 RFQ # HTEY01 for Parks & Recs Scoring
 Acceptance Date: 6/07/2017

Scorer Name:		Company Name									
Criteria	Value	M.D.S.	Wong	MacCleskey	N-S	SDC					
General Professional Impression	10	7	5	5	9	9					
Quality and successful completion of projects of similar size and cost.	20	17	13	13	18	15					
Firm's proximity to geographic location of the project.	10	6	7	10	9	10					
Firm's ability and capacity to perform the work.	20	17	13	13	20	18					
Time schedule and past experience at timely delivery of design documents.	10	5	3	3	10	7					
Firm's ability to demonstrate understanding of the project requirements (based on available information)	10	5	3	3	10	9					
Financial controls (ability to accurately estimate and complete the project. (Within available budget))	20	18	7	7	15	18					
TOTAL	100	75	51	54	91	86					

Scorer Name:

Maury
6-21-17

Criteria	Value	Company Name									
		MDS	W Eng	McCluskey	Nick Scheraga	Shons Beaman					
General Professional Impression	20	9	7	7	9	8					
Quality and successful completion of projects of similar size and cost.	20	17	15	16	19	17					
Firm's proximity to geographic location of the project.	10	5	7	10	10	10					
Firm's ability and capacity to perform the work.	20	18	15	16	19	18					
Time schedule and past experience at timely delivery of design documents.	10	9	7	5	10	8					
Firm's ability to demonstrate understanding of the project requirements (based on available information)	10	9	7	7	18	9					
Firm's controls (ability to accurately estimate and complete the project. (Within available budget.)	20	14	15	14	19	18					
TOTAL	120	85	73	75	95	88					



Statement of Qualifications for RFP No. HTGEY01

Architectural & Engineering Professional Services – Parks & Recreation



June 8, 2017

Project Contact | **Russ Bryan, ASLA**
Email | russ.bryan@neel-schaffer.com
Phone | 601-545-1565

 **NEEL-SCHAFER**
Solutions you can build upon

engineers

planners

surveyors

environmental
scientists

landscape
architects

MISSION STATEMENT

To provide our clients high-quality, cost-effective, and sustainable solutions that reflect responsiveness, innovation, technical excellence and professional integrity.

Through service to the many and diverse communities where our employees live and work, Neel-Schaffer endeavors to improve each area's quality of life.

June 8, 2017

Kermas Eaton, City Clerk
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

**REFERENCE: REQUEST FOR PROPOSALS #HTGEY01 – PARKS & RECREATION
ARCHITECTURAL AND ENGINEERING PROFESSIONAL SERVICES**

Dear Mr. Eaton:

Neel-Schaffer is pleased to submit this proposal for our team to provide professional services for Parks and Recreation Department of the City of Hattiesburg.

Our multi-disciplined and experienced team of Engineers, Landscape Architects, Planners, and Surveyors is very excited about the opportunity to showcase our experience and capacity for performance and the positive impact we will have on the Parks and Recreation Department facilities. We understand the importance of public parks to a City, and we will personally analyze the existing characteristics and offerings of the park, identify opportunities and constraints, engage citizens and stakeholders, and provide valuable information and guidance that meets the modern needs of the local neighborhood residents and the City. We will prioritize and phase identified improvements, and provide you with the information to budget, construct and maintain rehabilitated parks and recreation facilities that offer meaningful outdoor experiences for the residents of the City of Hattiesburg.

Our approach is rooted in analysis, and design, combined with communication with the users (citizens and stakeholders) and the owner (City of Hattiesburg). Our landscape architects and engineers are experienced and skilled with applying information obtained from site analysis and stakeholder input and creating feasible and dynamic plans for public parks. Communication with the Owner is also a critical piece of creating a park facility that is not a maintenance burden and does not leave you with high life cycle costs. Communication with the City on drainage, plant material, and the general operation and maintenance of all proposed improvements is a priority and something we take very seriously.

Neel-Schaffer is a multi-disciplined engineering and planning firm that has more than 500 employees working out of 38 offices across nine states. We have a Hattiesburg office and several other offices throughout South Mississippi, and we meet all insurance and licensing requirements required by the Request for Qualifications.

We believe our team brings a unique blend of knowledge, experience, and expertise needed to create improved parks and recreation facilities. Enclosed we have provided a tabular list of projects and other relevant information that provide insight into our experience with park and recreation improvements. They include numerous new park construction and renovation projects that were stakeholder driven.

Thank you for your thoughtful consideration of our proposal and we look forward to working with you on this important project.

Sincerely,
NEEL-SCHAFFER, INC.



Russ Bryan, ASLA
Senior Project Manager/Landscape Architect

TABLE OF CONTENTS

SECTION 1	 Proposal Cover Sheet
SECTION 2	 Acknowledgment of Addenda
SECTION 3	 Company Profile
a	 <i>Mississippi Licensure</i>
b	 <i>Reputation/Performance Capacity</i>
c	 <i>Years in Business</i>
SECTION 4	 Staff Member Descriptions and Resumes
SECTION 5	 Proposed Techniques for Life Cycle Costing
SECTION 6	 Quality of Products
SECTION 7	 RFP Signature Page
SECTION 8	 References
SECTION 9	 Contact Person
SECTION 10	 Profiles of Previous Experience

Chain Park in Hattiesburg, MS



SECTION 1: PROPOSAL COVER SHEET

CITY OF HATTIESBURG ARCHITECTURAL AND ENGINEERING PROFESSIONAL SERVICES REQUEST FOR PROPOSALS # HTGEY01 – PARKS & RECREATION Released: 10 MAY 2017

Submittal shall be sent to:
City of Hattiesburg
City Clerk
200 Forrest Street
Hattiesburg, MS 39401

Sealed Proposal should be clearly marked:
RFP # HTGEY01 – PARKS & RECREATION
ARCHITECTURAL AND ENGINEERING
PROFESSIONAL SERVICES

SUBMITTAL COVER SHEET

The Entity and the Officer with authority to commit for the Entity are:

RESPONDENT: Neel-Schaffer, Inc.	FEDERAL ID OR SOCIAL SECURITY NO. 640671634	
STREET ADDRESS: 704 Hardy Street	P.O. BOX:	ZIP: 39401
CITY & STATE & ZIP: Hattiesburg, MS, 39401	TELEPHONE NO. 601-545-1565	TOLL FREE TEL. NO (800)
NAME & TITLE OF PERSON SIGNING: Russ Bryan, ASLA	FAX NUMBER: 601-545-2267	E-MAIL: russ.bryan@neel-schaffer.com
PROPOSAL IS FROM A/AN: (X) Corporation organized and existing under the laws of the STATE OF Mississippi () Partnership () Individual		

NON-COLLUSION

The undersigned certifies that the Entity has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered by this proposal invitation.

PROPOSAL CERTIFICATION

The Undersigned certifies that to the best of their knowledge:

- (X) There is no officer or employee of the City of Hattiesburg who has, or whose relative has, a substantial interest in any contract award subsequent to this proposal.
() The names of any and all public officers or employees of the COH have, or whose relative has, a substantial interest in any contract award subsequent to this proposal are identified by name as part of this submittal.

The Undersigned further certifies that the Entity is or X is not currently debarred, suspended or proposed for debarment by any federal or State agency. The undersigned agrees to notify the COH of any change in this status, should one occur, until such time as an award has been made under this action.

Date: June 8, 2017

Entity Name: Neel-Schaffer, Inc.

By: 

Print Name: Russ Bryan, ASLA



SECTION 2: ACKNOWLEDGMENT OF ADDENDA

To our knowledge, there has not been any addenda released.





SECTION 3: COMPANY PROFILE



NEEL-SCHAFFER
Solutions you can build upon

Neel-Schaffer is a multi-disciplined engineering, planning, and construction management firm that was founded in 1983 and today is one of the largest private, employee-owned firms in the South, with more than 500 employees working out of 38 offices across nine states. Employees from our Hattiesburg (MS) office will handle this contract.

Our core disciplines include Environmental Services, Transportation, Civil/Site, Water, and Support Services.

- **Civil/Site:** Site Development, Structural, Recreational, Multi-Use Trails, Electrical, Landscape Architecture, Telecommunications services
- **Environmental Services:** Brownfield Assessment & Redevelopment, Environmental Permitting & Compliance, Natural Resources & NEPA Compliance, Solid Waste, Phase I & II Environmental Site Assessments, Underground/Aboveground Storage Tank Management
- **Transportation:** Bridges, Roads and Highways, Traffic, Transportation Planning, Aviation, Lighting, Signage, Railroad, Maritime
- **Water:** Coastal Science & Engineering, Storm Water Management, Wastewater Treatment & Collection, Water Resources, Water Treatment & Distribution
- **Support Services:** Surveying, Geotechnical Engineering, Emergency Management, Planning Resources, Construction Engineering & Inspection, Urban Planning

Engineering News-Record has listed Neel-Schaffer among the Top 500 Design Firms in the United States annually since 1994, with that ranking improving to 177th in 2017.

Company founders Hibbett Neel and Gorman Schaffer were committed to building a successful firm with a philosophy of improving the quality of life through service to the community. This belief, coupled with a desire to provide the finest engineering expertise, has helped to set Neel-Schaffer apart and is the underlying strength of the company today.

The firm's corporate structure emphasizes local service, with a regional touch. It allows our engineers, geologists, biologists, technicians, and project managers to maintain deeply local connections with clients in the many communities we serve, while having the resources of a much larger regional firm at their disposal. This allows us to provide a full-service approach to program development, design, and construction management for your project.

MISSISSIPPI
Board of Licensure for Professional Engineers and Surveyors

Firm Details

Firm Name: Neel-Schaffer, Inc.
Address: P. O. Box 22625
Jackson MS 39225-2625
County: Hinds
Phone: 601-948-3071

License Type: Certificate of Authority (Engineering)
License Number: 27
Expires on: 12/31/2017
Designated Licensee: Mr. Walter Hibbett Neel, Jr. (PE-5597)

License Type: Certificate of Authority (Surveying)
License Number: 11
Expires on: 12/31/2017
Designated Licensee: Mr. Walter Hibbett Neel, Jr. (PS-2256)



Subconsultant

Myron James & Associates, P.A. has been in business in Biloxi, MS since January of 1980 operating as a consulting engineering firm. Over the past 37 years this office has designed plumbing, fire protection, and HVAC for numerous projects including but not limited to schools, banks, churches, jails, condominiums, hospitals, hotels, assisted living facilities, and casinos to name a few. The firm presently has a single registered mechanical engineer, a degreed non-registered mechanical engineer, an AutoCAD operator, a construction administrator/AutoCAD operator, and an office manager/bookkeeper. In addition, four of the employees are family members.

They have a long history of designing mechanical systems for new buildings, as well as, renovations to existing facilities. They have a proven track record with a long list of repeat architectural clients, along with a number of local mechanical contractors in a design build capacity.

Their project list includes numerous projects with the Mississippi Army National Guard, Naval Construction Battalion Center in Gulfport, NASA Stennis Space Center, and Keesler Air Force Base (KAFB) in Biloxi, in addition to local city and state funded projects. Since Hurricane Katrina, the firm has successfully designed approximately 20 FEMA 361 facilities throughout the state of Mississippi. Included in this list are tornado shelters for Wayne County and Forest County in Mississippi, and a Special Needs shelter for the bed ridden in Wiggins, MS.

Job List Park Projects:

- War Memorial Park Restroom Long Beach
- Waveland Marina
- Biloxi Port & Harbor Commission Building
- City of Biloxi Bait & Tackle
- Ship Island Ferry Terminal
- Lighthouse Fishing Dock Harbor Master
- Harper McCaughan Town Green Pass Christian
- MGCCC Perk Tennis Complex
- Biloxi Natatorium Restrooms & Concessions
- McLeod State Park
- MGCCC Perkinston Softball/Concession Stand
- MGCCC Perkinston Baseball Press Box/Concession Stand
- MGCCC Perkinston Athletic Facility & Concession Stand

**Myron James & Associates,
P.A.**





SECTION 4: EXPERIENCE OF KEY PERSONNEL

Organizational Chart





Statement of the names and duties of the individuals that will be involved in this project:

Russ Bryan, ASLA: Project Manager and Lead Landscape Architect, has 14 years of experience in design and construction projects for public and private clients, including several athletic facilities. His experience includes creation of detailed site plans, planting plans, irrigation plans and design of public facilities such as riverwalks, streetscapes, parks, and athletic complexes.

Austin Lovitt, ALA: Landscape Architect, has six years of experience on a wide range of landscaping projects, including commercial malls, downtown developments, university campuses, and residential developments. These projects have included site analysis and inventory, land planning, planting design, grading, storm water management, sustainable design, and construction specifications.

Geoffrey Crosby, PE: Civil Engineering, has more than 10 years of experience. Mr. Crosby's experience includes the design of street and drainage projects, storm water management systems, potable water supply and distribution systems, and wastewater collection. He has been responsible for developing drawings and cost estimates, development of contracts, bid documents, technical specifications, and Storm Water Prevention Pollution Plans, working with funding agencies such as CDBG, MDOT, FEMA, and NRCS.

Glen Reed, PE: Electrical Engineering, has 42 years of experience in high voltage electrical systems and control. Mr. Reed is involved with the design and construction engineering for power distribution, lighting, instrumentation and control systems for a variety of projects.

Bill Myers, PE: Structural Engineering, has more than 20 years of experience as a structural and civil engineer. His experience includes design, permitting and drawing production for various industrial, commercial, and municipal projects. He also has developed design and construction estimates and contract proposals, and compiled relevant specifications and contract documents.

Doug Wimberly, PE: QA/QC, has more than 30 years of experience in a wide variety of civil engineering design disciplines, including civil-site, roadway, drainage, water, and sewer.

James Milsap, SCET: Project Inspection, joined Neel-Schaffer in 2010. Prior to joining Neel-Schaffer, he worked for MDOT for over 26 years. Mr. Milsap's duties involve construction oversight and responsibility for such activities as traffic signal relocations, bridge construction, roadway realignment, utility relocations, and traffic control.

Myron James, PE: Mechanical Engineer. Mr. James has served as president of Myron James & Associates, PA, since 1980, and has been licensed in Mississippi, Alabama, and Louisiana since 1975. He has worked in the consulting field designing plumbing, fire protection, and HVAC systems for commercial buildings since 1973.

Michele James, EIT: Mechanical Engineer. She has designed fire protection, plumbing, and HVAC systems for commercial buildings since 2000. Ms. James began with Myron James & Associates as an AutoCad operator but quickly started system designing while earning a degree in mechanical engineering. Her work includes, but is not limited to restaurants, schools, hospitals, condominiums, and marine research centers.





RUSS BRYAN, ASLA



REGISTRATIONS

Registered Landscape
Architect: Mississippi 518,
Alabama 768, Louisiana 14-0699

EDUCATION

Bachelor of Landscape
Architecture, Mississippi State
University, 2002

PROJECT ROLE
Lead Landscape Architect

PROFESSIONAL HISTORY

Mr. Bryan joined Neel-Schaffer in 2007 and has 14 years of experience in design and construction projects for public and private clients. His experience includes creation of detailed planting plans, irrigation plans, site plans, and design of public facilities such as streetscapes, parks, and athletic complexes. Mr. Bryan also has experience in the creation of plans for office parks, residential subdivisions, and detailed site analysis and assessment. These projects created spaces that are functional, attractive, compatible with the natural environment, and safe for all modes of transportation including bicycle, pedestrian, and vehicular.

EXPERIENCE

Reynolds Field, Wiggins, MS: Landscape Architect. Provided plans for the renovation of an existing youth soccer and football facility to include new turf playing surface, athletic and site lighting, pavilions, gateway on pathway, restrooms, storage, concessions, parking, skateboard park, children's play equipment, fencing, scoreboard, decorative paving, picnic areas and plant material.

Sports Center Renovation, Bay St. Louis, MS: Landscape Architect. Provided plans for renovations including a two pedestrian archways and landscape plantings, play equipment and bicycle racks. Irrigation repairs to existing field systems and new irrigation for fields without systems were part of the project. Also included was new field lighting, designed to meet the standards of the youth baseball program currently in place.

USM Pride Field Renovation, Hattiesburg, MS:

Landscape Architecture. Create construction plans, specifications, and contract documents for this project at the University of Southern Mississippi that included artificial turf, underdrains, fencing, and minor landscape improvements. Conversion of Pride Field to artificial turf for use by the band and recreation sports (intramurals).

Columbus (MS) Soccer Complex: Landscape Architect. Provided landscape design and irrigation plans for the design team. The complex features two Championship Soccer Fields, and eight additional practice/multi-purpose fields. The project included roadway improvements, site grading, parking lots, onstreet parking areas, site utilities, and storm drainage.

Old Trace Park Urban Stormwater Demonstration Project For Water Quality Improvements, Ridgeland, MS:

Landscape Architecture. Created plans and specs to retrofit storm water quality improvements to the parking lot at Old Trace Park. Best management practices included recessed parking lot islands and rain gardens to capture and treat storm water prior to entering Ross Barnett Reservoir.

Henderson Point Park, Harrison County, MS: Landscape Architecture. Created plans and specifications for the Henderson Point Park located on the east side of the Highway 90 bridge over the Bay of St. Louis. The park serves as a trailhead for bridge pathway users by providing parking, additional pathway, seating areas, pavilions, water frontage and landscape improvements.

Laurel (MS) Recreational Complex: Landscape Architect. Created conceptual design and cost estimate for the expansion of Laurel's Sportsplex. Also created conceptual design and cost estimates for the expansion of existing softball/recreation capacity on two alternate sites. Disciplines involved planning, surveying, geotechnical investigations, architecture/landscape architecture and civil, environmental, transportation and structural engineering.

Kate Havard Memorial Park, Lucedale, MS: Landscape Architecture. Renovation of a pocket park in downtown Lucedale. The renovated park includes decorative brick and stone paving, bandstand, site and accent lighting, chess / checker tables, water feature, horseshoe pit, ornamental plant material and automated irrigation system.





AUSTIN LOVITT, ASLA



REGISTRATIONS

Registered Landscape Architect: Mississippi 0658

EDUCATION

Bachelor of Landscape Architecture, Mississippi State University, 2010

PROJECT ROLE
Landscape Architect

PROFESSIONAL HISTORY

Mr. Lovett joined Neel-Schaffer in 2012 and has six years of experience on a wide range of landscaping projects, including commercial malls, downtown developments, university campuses, and residential developments. These projects have included site analysis and inventory, land planning, planting design, grading, storm water management, sustainable design, and construction specifications. He is proficient in programs such as Auto CAD, Google Sketch Up, GIS and Photoshop.

EXPERIENCE

Campus Pedestrian & Bicycle Master Plan, University of Southern Mississippi, Hattiesburg: Landscape Architect. Created a master plan for the development of additional bicycle and pedestrian improvements throughout campus and within the adjacent land uses. The process included documentation of input from various members of the campus community, review of prior related planning documents, conceptual design of bicycle and pedestrian improvements, a phasing plan, and cost estimates.

USM Fence and Landscape Improvements, Hattiesburg: Landscape Architect. Provided planning and community development support for improvements along sections of Hardy Street, US 49 and 4th Street. The improvements created stronger pedestrian control by forcing pedestrians to cross at established crosswalks along the busy Hardy Street, US 49 and 4th Street corridors. Neel-Schaffer provided the CE&I services for this project.

Municipal Harbor Waterfront Parking, Bay St.

Louis, MS: Landscape Architect. Provided planning and community development support for a new waterfront parking lot. Neel-Schaffer provided design and construction administration services for a bridge over the seawall and a waterfront parking lot servicing the new harbor. The bridge accommodates two-way traffic and connects Beach Boulevard, just south of Main Street, to the new municipal harbor and parking lot. The parking lot for the new municipal harbor contains approximately 130 parking spaces, including handicap spaces. The parking lot has electrical, water, and sewer. The parking lot also has a maintenance access ramp, subsurface drainage, with oil/water separators, and lighting.

USM General Consulting, Hattiesburg: Landscape Architect. Provided planning and community development support for general consulting duties as requested by the University of Southern Mississippi. Can include general consultation, design, and planning/landscape architecture.

MSU Intramural Building, Landscape and Irrigation, Mississippi State, MS: Landscape Architect. Provided landscape, irrigation, and specs for this project around a new intramural building on the campus of Mississippi State University.

Gordon's Creek Phase 1, Hattiesburg: Landscape Architect. Created Landscape plans and specs for this project. Coordinated the installation of an Iron pedestrian entrance archway, a bridge across the creek, and landscape plantings. Gordon's Creek Park is a proposed linear park following the path of Gordon's Creek as it flows through Hattiesburg. The overall park concept meanders nearly three miles from Kamper Park to Chain Park. It will connect many of Hattiesburg's wonderful public amenities along the way. The Gordon's Creek Park concept consists of nine different phases but only Phase 1 has been installed. Phase 1 consists of a 8-foot wide concrete path along the creek, locations for public art, a boardwalk over the creek, lighting, benches, bicycle racks, entry signage, and landscape improvements.





GEOFFREY CROSBY, PE



REGISTRATIONS

Professional Engineer:
Mississippi 19984

EDUCATION

Bachelor of Science, Civil
Engineering, Mississippi State
University, 2005

PROJECT ROLE
Civil Engineering

PROFESSIONAL HISTORY

Mr. Crosby joined Neel-Schaffer in 2007 and has more than 10 years of experience in civil engineering projects.

Mr. Crosby's experience includes the design of street and drainage projects, storm water management systems, potable water supply and distribution systems, and wastewater collection. His responsibilities as a project engineer have included project management from conceptual design through final design. He has been responsible for developing drawings and cost estimations, and the development of contracts, bid documents, technical specifications, and Storm Water Prevention Pollution Plans.

He has worked on the management of private and publicly funded projects, working with such funding agencies as CDBG, MDOT, FEMA, and NRCS.

EXPERIENCE

USM Century Park South and Spirit Park, Hattiesburg:

Project includes civil site design for the Century Park South Dorm and Spirit Park outdoor space.

USM 31st Avenue Pedestrian Corridor, Hattiesburg:

Project Engineer. Project funded by MDOT included design and construction engineering of a brick corridor for students along 31st Avenue from Pearl Street to Montague Boulevard. Project consisted of decorative lighting, benches, bike racks, emergency call stations, landscaping, and irrigation.

Dolphin Drive Roundabout, Gautier, MS: Design and preparation of construction plans and specifications for roadway improvements which included storm drainage.

The project included decorative lighting, banners, hardscape features and landscaping.

Chain Park Phase I & II, City of Hattiesburg, MS:

Project Engineer. Created a new park for City of Hattiesburg with grant funding through the MDOT Transportation Enhancement Grant and included the design and construction engineering of roadway, parking areas, pedestrian trail and sidewalks, boardwalk, playground equipment, and drainage improvements. Chain Park includes walking paths, fitness stations, shade pavilions, children's play equipment, parking, vehicular circulation and boardwalk on an ecologically sensitive site due to the existence of wetlands and frontage along the Leaf River.

Bonhomie Road/WSF Tatum Boulevard Traffic Signal, City of Hattiesburg:

Project Engineer. Project funded by MDOT included design and construction engineering of a traffic signal at the intersection Bonhomie Road and W.S.F. Tatum Boulevard.

4th Street Roadway Improvements, City of Hattiesburg:

Project Engineer. Project funded by MDOT included design and construction engineering of a three lane road along Fourth Street from 25th Avenue to Hutchinson Avenue. Project included widening of an existing two lane open ditch road to a three lane curb and gutter road with drainage improvements, medians, 5-foot sidewalk, and landscaping.

Gordon's Creek Park Master Plan, Hattiesburg Historic Downtown District:

Worked with a local landscape architect and engineer to develop plans for a linear park along Gordon's Creek. The plan includes special education features that promote and highlight the local history and ecosystem. Landscape elements include overlooks and seating venues near the water's edge. Neel-Schaffer coordinated permitting efforts required for implementation of these ideas with the Army Corp of Engineers and the railroads that would be impacted by implementation. This project also included coordination on the local level with the Urban Development Department and the Floodplain Manager. Neel-Schaffer was also tasked with the development of conceptual engineering drawings to determine feasibility of the plan and to determine right-of-way constraints.





GLEN REED, PE



REGISTRATIONS

Professional Engineer:
Mississippi 11536; Kentucky
19570; Alabama 21745;
Louisiana 28369; Texas 94019;
Florida 62712; Georgia 33081;
Tennessee 110660

EDUCATION

Bachelor of Science, Electrical
Engineering, Louisiana State
University, 1976

PROJECT ROLE
Electrical Engineering

PROFESSIONAL HISTORY

Mr. Reed joined Neel-Schaffer in 1991 and has 42 years of experience in high voltage electrical systems and control. Mr. Reed is involved with the design and construction engineering for power distribution, lighting, instrumentation and control systems for a variety of projects. At least six of these projects included design of a supervisory control and data acquisition system (SCADA). Other projects include the supply of electrical power to various small water and wastewater projects.

EXPERIENCE

Village Creek Linear Park, Birmingham, AL: Sr. Electrical Engineer. An overall master plan was created for a bicycle/pedestrian plan with limits from Avenue F to 3rd Street in Ensley, AL. This included a trail head that included restroom facilities; a parking lot; a drinking water station; signage, and lighting; lighting for the trail system; site furnishings; signage design and location; and traffic and safety control for the users of the trail system.

LSU Tiger Stadium Field Renovation, Baton Rouge, LA: Senior Electrical Engineer. Design and preparation of specifications for the Louisiana State University football stadium playing field renovation, including design of the playing field; irrigation system; field improvements including root zone, stabilization, turf grass, fertility, and drainage; and site improvements including storm water piping (surface and subsurface), stadium track rework, electrical improvements and re-installation of goal posts and related site furnishings. Services included construction phase and maintenance programming services, including

agronomic support services.

Picayune (MS) Friendship Park Improvements: Senior Electrical Engineer. Design of park improvements, including new T-Ball fields, new junior and new senior softball fields, soccer fields, tennis courts, parking improvements, concessions building and utility lines.

Crubaugh Field Lighting, Fulton, MS: Senior Electrical Engineer. Design of a state-of-the-art lighting system for the Crubaugh baseball stadium. The system, which surpasses NCAA specifications, includes 104 1,500-watt Metal-Halide lights mounted on eight 70-foot steel poles.

Ridgeland (MS) Recreation Center: Senior Electrical Engineer. Design of lighting and power distribution for new recreational complex including soccer fields, softball fields and walking trails.

Laurel (MS) Sportsplex Trail System: Senior Electrical Engineer. Design and construction administration of a 1,300-foot long asphalt walking trail in the Laurel Sportsplex facility.

Vicksburg (MS) Downtown Park, Phase II: Senior Electrical Engineer. Design of parking lot lighting and restroom lighting for Vicksburg Downtown Park.

New Madrid (MO) River Front Park: Senior Electrical Engineer. Design of a river front park including brick pedestrian/bicycle trail, detailed guardrail/handrail system with built-in lighting, street lighting, concrete terraced seating and viewing areas on the levee, amphitheater, restroom building parking lots, picnic tables and picnic shelters.

Starkville (MS) Sportsplex: Senior Electrical Engineer. Sixty-six acre recreational development. Boundary/topographic surveys, design of softball/soccer fields, parking, water, sewer, storm drainage, irrigation, landscaping, lighting, restrooms, concession stand and press boxes. Construction engineering services provided.

Yazoo Recreational Complex, Yazoo City, MS: Senior Electrical Engineer. Design of lighting for new softball complex.





BILL MYERS



REGISTRATIONS

Professional Engineer:
Mississippi 16193; Florida 56884

EDUCATION

Bachelor of Science, Civil
Engineering, Tulane University,
1978

PROJECT ROLE

Structural Engineering

PROFESSIONAL HISTORY

Mr. Myers joined Neel-Schaffer in 2007 and has more than 20 years of experience as a structural and civil engineer. A retired Navy pilot, Bill's experience includes design, permitting and drawing production for various industrial, commercial, and municipal projects. He also has developed design and construction estimates and contract proposals, and compiled relevant specifications and contract documents. Bill has been responsible for the design, supervision, and administration of engineering projects of structural steel, cast-in-place and precast concrete, wood and masonry structures, and of site planning, drainage, and permitting of various commercial and industrial projects.

Mr. Myers is also a Certified Welding Inspector who has conducted numerous inspections and professional observations of structural work.

EXPERIENCE

Pike County FEMA Shelter, Magnolia, MS: Structural Design of 12,000 SF FEMA shelter to temporary house 900 people. Design included spread footings, filled cell reinforced CMU Walls and a sloping composite structural steel and concrete roof system. All Structural aspects Designed to comply with FEMA 361 requirements for wind loads and missile impacts. Currently completing final design for an anticipated April 2010 BID.

Old Hattiesburg (MS) High School: Engineered and detailed the structural support frame for the fire-gutted four-story masonry building. The new structure included spread footings, grade beams, floors and roof, and a new

elevator that all was designed to replicate the original historic structure as close as practicable.

Sanderson Farms Processing Plant, Waco, TX: Managed all aspects of design and construction administration, for the \$32 million poultry processing facility of 190,000 SF. Provided support engineering and architectural design and specifications. Developed monthly progress reports and coordinated the monthly A-E-C on-site meetings. Tracked related shop drawings, RFIs and material test reports. Maintained liaison with subconsulting engineers, equipment manufacturers, and product vendors.

Yokohama Tire Facility Admin Building, West Point, MS: Provided bolted connections and AWS-certified welding inspection, detailed reporting and professional engineering observations for the 24,000 SF administrative building.

Port of Gulfport (MS) Restoration: Providing AWS-certified welding inspection, detailed reporting and professional engineering observations for 10 elevated structural steel platforms.

Sanderson Farms Processing Plant, Hazlehurst, MS: Managed and provided support engineering and architectural design and construction phase services for the 14,500-SF poultry processing plant roof replacement that was constructed without interruption to processing operations. Developed monthly progress reports and coordinated the monthly A-E-C on-site meetings; tracked related shop drawings, RFI's and test reports; maintained liaison with subconsulting engineers.



DOUG WIMBERLY, PE, PS



REGISTRATIONS

Professional Engineer:
Mississippi 11733; Louisiana
27837; Alabama 35053; Texas
125618; Professional Surveyor:
Alabama 35053; Louisiana 5126

EDUCATION

Bachelor of Science, Civil
Engineering, Mississippi State
University, 1986

Master of Science, Civil
Engineering, Environmental
Emphasis, Louisiana State
University, 1990

PROJECT ROLE
QA/QC

PROFESSIONAL HISTORY

Mr. Wimberly joined Neel-Schaffer in 2017 and has more than 30 years of experience in a wide variety of civil engineering design disciplines, including civil-site, roadway, drainage, water, and sewer.

EXPERIENCE

International Paper Company ALTA Survey, Natchez, MS: Project Surveyor for the ALTA survey for the entire International Paper Mill property to be sold (841 acres). Responsible for the survey meeting ALTA guidelines for the entire IP Mill property with subsequent plats and legal descriptions for sale to three different parties.

U.S.F.S. Desoto National Forest, Southeast Mississippi: Project Surveyor for this project which entailed the remarking of the entire boundary line system of the Desoto National Forest located in South Mississippi consisting of some 1,200 miles of boundary line. Responsible for field work, QA/QC and project management. Total fee associated with project was \$1.2 MM.

CCA Prison, Natchez: Project Manager for initial site topographic survey and subsequent construction layout for the development of a \$190 million prison development. Jordan, Kaiser & Sessions, LLC performed the initial topographic and boundary survey of the approximately 140-acre site chosen for the location of the CCA prison in eastern Adams County. Once construction was started, Jordan, Kaiser & Sessions was selected by the general contractor to perform the construction staking for the entire construction project which included utilities (water, sewer,

gas), roadways and buildings. Jordan, Kaiser & Sessions also performed the construction testing (concrete and soils) required on this project for the General Contractor.

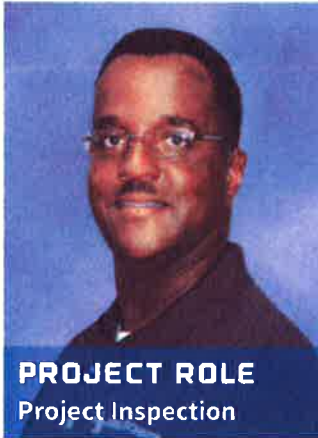
Project/Process Engineer with International Paper Company, Natchez Mill, Natchez: Responsible for projects in the Woodyard, Caustic Plant, Pulp Mill and Bleach Plant areas of the mill. Project responsibility included project conception, budget item development, detail design, equipment and material procurement, and construction management. Projects managed ranged from \$50,000 to \$1.2 million and included major process pump replacement project (14 pumps ranging in size from 1,200 to 15,000 gpm), WWTP primary clarifier rebuild (200 feet diameter), and additional solid waste cells (two cells, total of 17 acres, with underdrains and leachate collection).

Vidalia (LA) Riverfront Development: Project Engineer for the River Walk, Streets, Parking, Utilities (Water, Sewer & Gas) and Amphitheater. Performed detailed design and construction management for the four main construction contracts which totaled approximately \$3 million.

International Paper Landfill Closure, Natchez: Project Engineer responsible for the development of the closure design, MDEQ permitting, and construction management including testing management for the capping of IP's Lime Mud and Solid Waste Landfill Cells. Total Area closed was approximately 140 acres.

Government Fleet Road Reconstruction and Port Inter-Connector Road, Natchez: Project Engineer responsible for the preliminary design and detailed design of this roadway project which was performed in two phases to provide a direct connection road from Highway 84 to the Natchez-Adams County Port. The first phase replaced and reconstructed approximately 0.9 miles of narrow, winding, poorly drained concrete roadway with a 28 foot wide paved surface with curb and gutter and associated drainage. The second phase included new construction of approximately 0.8 miles of roadway connecting the end of the first phase of the project with the Natchez-Adams County Port. Total construction cost of both phases was approximately \$5 million.

JAMES MILSAP, SCET



CERTIFICATIONS

Senior Certified Engineer
Technician (NICET)

EDUCATION

Associate of Arts, Jones County
Junior College, 1981

PROJECT ROLE
Project Inspection

PROFESSIONAL HISTORY

Mr. Milsap joined Neel-Schaffer in 2010 and has over 30 years of experience in project management and construction oversight. Prior to joining Neel-Schaffer, he worked for MDOT for over 26 years. His experience includes managing the reconstruction of the Interstate-59 S-Curve project in Laurel. Mr. Milsap's duties involve construction oversight and responsibility for such activities as traffic signal relocations, bridge construction, roadway realignment, utility relocations, and traffic control. Mr. Milsap also served as project manager/chief inspector on transportation, drainage, bridge, and other construction projects for MDOT.

EXPERIENCE

Laurel (MS) SRF Water Improvements, Phase I:

Inspector. Project included installation of new water mains, fire hydrants and valves, old lines taken out of service and asphalt overlay. Project included replacing approximately 28,300 linear feet of 6-, 8-, and 12-inch PVC, DIP, and HDPE waterline throughout the City of Laurel.

Rehabilitation of I-20, MDOT: Inspector. Project included the paving from MS 481 to the Newton County line. This design-build project extended the eastbound merge lane of the interchange of I-20 with I-59 near Meridian, and widened four pairs of bridges on I-20 west of the interchange by adding full shoulders on each side of the structures. The merge lane extension also included widening three bridges. The bridge lengths range from 155 feet to 430 feet.

Milling, Overlay and ADA Upgrades, Laurel:

Inspector. Project included 2.3 miles of roadway improvements, including asphalt resurfacing, improvements to upgrade existing sidewalks at intersections to comply with ADA requirements. In addition to roadway work, aged and deficient water service connections were replaced. The sanitary sewer mains were rehabilitated with cured-in-place piping and existing manholes were be rehabilitated to protect against corrosion.

Chain Park Phase II, City of Hattiesburg, MS:

Inspector. Project included the construction of a new park, with roadway, parking areas, pedestrian trail and sidewalks, boardwalk, playground equipment, and drainage improvements.

Interstate-59 S-Curve Bridge Replacement and Realignment, MDOT:

Resident Project Representative. Project involving traffic signal relocations, bridge construction, roadway realignment, utility relocations, and traffic control. Responsible for supervision of onsite construction inspectors and surveying parties. Coordinated daily activities and evaluated erosion control measures with contractors. Conducted daily work-zone safety inspections. Developed design alterations due to varying field conditions in conjunction with contractors and engineers. Oversaw traffic signal installation and roadway lighting projects including high mast and low mast style assemblies.

US 45 4-lane at Shubuta, MDOT: Resident Project Representative. Project involved nine miles of four-lane highway construction, including bridges, box culverts, guardrail, curb and gutter, and drainage.

Bridge replacement on MS 42 in Perry County,

MDOT: Resident Project Representative. Project included overseeing day-to-day QA testing and sampling operations.



SECTION 5: PROPOSED TECHNIQUES FOR LIFE CYCLE COSTING

Proposed technique(s) that will be utilized for life cycle costing.

Neel-Schaffer has a knowledgeable and experienced team to offer the City of Hattiesburg's Parks & Recreation Department renovated facilities that have an understood and optimum life cycle cost.

We know that life cycle costing is a key asset management tool that accounts for the whole of life implications of planning, designing, specifying, operating, maintaining, and disposing of a recreational facility asset. Too often little thought is given to the ongoing costs associated with managing a recreation facility, alternative designs or ways to reduce the long-term maintenance and operating costs. These planning stage decisions can lead to lower operating costs over the life of the facility.

We are committed to gathering the information you need that more accurately portrays the true cost of a project alternative rather than the initial cost alone. When analyzing life cycle cost, there are three principles we consider.

1. Recognize that a facility development project begins at the concept and pre-planning stage and is complete when the asset is sold or the site returned to its original condition.
2. Examine the full cost of each project component across the life of a project rather than choosing the least expensive option. This may mean a higher initial cost, but it will lead to reduced ongoing operational, maintenance and disposal costs, and a net lower total ownership cost over the facility's lifetime.
3. Consider all the economic and financial costs associated with constructing, procuring, and operating a facility at a level for which it was originally planned.





SECTION 6: QUALITY OF PRODUCTS

Description of the quality of products to be considered to improve facilities, and improve comfort and efficiency in reducing energy consumption and operating costs.

Neel-Schaffer strives to provide quality products for all of our projects and clients. We achieve this through diligent research and strong specifications. We know the importance of the individual pieces of a project and how it effects the daily performance and life cycle cost of completed projects. We have provided these services and have become experts in electrical, lighting, mechanical, plumbing, HVAC, turf and landscape products that improve the efficiency and experience recreation facilities provide to owners and users.

Electrical / Lighting

Neel-Schaffer's electrical engineers are very familiar with lighting vendors and products that are efficient in both performance and energy use. Efficiency is achieved using LED fixtures with proper placement and shielding. These strategies reduce energy consumption, but also can result in fewer fixtures. Fewer fixtures will result in lower life cycle costs. Efficiency for interior fixtures will also be analyzed. LED bulbs and occupancy controls will be considered. These products will be considered for field, parking and trail applications and all interior light fixtures.

Mechanical / Plumbing / HVAC Equipment

Our mechanical staff is very familiar with mechanical, plumbing and HVAC systems and products that are efficient and contribute to a low life cycle cost. We've worked with clients to recommission systems to ensure that all controls are programmed as designed including proper time-of-day scheduling, proper temperature set points, and proper operation of all accessory items. We'll even review simple items such as hot water pipe insulation and weather-stripping and caulking at all doors and windows.

Turf & Landscape Maintenance Schedule

Neel-Schaffer's landscape architects are very familiar with the maintenance responsibilities associated with recreation facilities such as athletic fields and landscape areas. We have prepared yearly management plans for clients and know that efficiency and cost savings extends beyond electrical and mechanical systems.





SECTION 7: RFP SIGNATURE PAGE

CITY OF HATTIESBURG
ARCHITECTURAL AND ENGINEERING PROFESSIONAL SERVICES
REQUEST FOR PROPOSALS # HTGEY01 - PARKS & RECREATION

SIGNATURE PAGE

In compliance with this RFP, the undersigned agrees to furnish the services in accordance with the attached Proposal or as mutually agreed upon by subsequent negotiation.

Neel-Schaffer, Inc.

Company Submitting Proposal
704 Hardy Street

Address
601-545-1565

Phone Number
russ.bryan@neel-schaffer.com

Email
Russ Bryan, ASLA

Authorized Person Submitting RFP (Print)
Russ Bryan

Signature

Hattiesburg MS 39401

City State Zip
601-545-2267

Fax Number
www.neel-schaffer.com

Web Address
Landscape Architect

Title
June 8, 2017

Date





SECTION 8: REFERENCES

Michael Bradshaw, Director of Campus Operations

Hutcheson Hubbard Administration Building
900 S Court St.
Ellisville, MS 39437
Phone: (601) 477-4161
Email: michael.bradshaw@jcmc.edu

Elvin Ulmer, Director

Laurel Parks & Recreation Department
959 Hillcrest Dr,
Laurel, MS 39440
Phone: (601) 428-6452
Email: elvinulmer@laurelms.com

Dr. Chris Crenshaw, Associate Vice President

The University of Southern Mississippi
118 College Drive #5058
Hattiesburg, MS 39406-0001
Phone: (601) 266-4414 Fax: (601) 266-4444
Email: christopher.crenshaw@usm.edu

Loren Erickson, Superintendent

Landscape, The University of Southern Mississippi
118 College Drive
Hattiesburg, MS 39406
Phone: (601) 266-4414
Email: loren.erickson@usm.edu

Phillip Carlisle, District 4 Supervisor

Lamar County Board of Supervisors
403 Main St.
Purvis, MS 39475
Phone: (601) 794-3408

Charles Marshall, Supervisor District 2

Forrest County Board of Supervisors
641 N Main St.
Hattiesburg, MS 39401
Phone: (601) 545-6010



Reynolds Field Renovations, Wiggins, MS





SECTION 9: CONTACT PERSON

The contact person for this project will be Russ Bryan, ASLA. Russ is based in our Hattiesburg office, and his contact information is as follows:

Russ Bryan, ASLA

Senior Project Manager/Landscape Architect

704 Hardy Street

Hattiesburg, MS 39401

Phone: 601-545-1565

Fax: 601-545-2267

Email: russ.bryan@neel-schaffer.com



SECTION 10: PROFILES OF PREVIOUS EXPERIENCE

CHAIN PARK PHASES I-IV

Client: City of Hattiesburg, MS

Project Cost: \$2.2 million

Period of Service: 2007-2014

Neel-Schaffer provided engineering design and construction, landscape architecture, and environmental services for the construction of 37-acre Chain Park at Twin Forks in Hattiesburg.

Funded by a Transportation Enhancement Grant through the Mississippi Department of Transportation, and the CDBG program, the \$2.2 million project was completed in four phases over eight years.

In 2007, Neel-Schaffer completed a master plan for the site along the Leaf River. Prior to the design phase, Neel-Schaffer completed Wetland Delineation and Phase I Environmental Assessments for the proposed park. The project was divided into four phases that include amenities such as a walking path and sidewalks that are ADA compliant, five exercise stations, two children's play equipment components, 69 parking spaces (including handicapped parking with access aisles), and a shaded rest area.

It also features an information kiosk, benches, a boulevard entry, and trash receptacles.

An elevated boardwalk was specially designed by a Neel-Schaffer structural engineer to account for the site's proximity to the river and the threat of flooding. Landscaping includes a maintenance-conscious plan for the park that includes wildflower and native grass areas to help control pedestrian circulation and minimize mowing.

In 2011, Neel-Schaffer provided design and construction engineering services for the third phase, funded by CDBG funds. This phase included approximately 1,600 linear feet of two-lane access roadway with curb and gutter and drainage improvements, striping and signage, sidewalks, entrance sign, and landscaping improvements. The new roadway provides improved vehicular and pedestrian access to Chain Park.

The final phase was completed in 2013, when a portable restroom trailer was added to the park. Neel Schaffer designed the driveway, parking area, concrete deck with handrails, and the utilities for the restroom trailer. The restroom project was designed in compliance with ADA requirements and was funded by the CDBG program.



GORDON'S CREEK MASTER PLAN

Client: City of Hattiesburg, MS

Project Cost: Ongoing

Period of Service: 2011 - present

Gordon's Creek has meandered through the piney woods of northern Forrest County and into the Leaf River for much longer than Hattiesburg has existed. It once served as a source of life and transportation for local Native Americans.

As Hattiesburg established and grew, the development of the growing city expanded to the banks of the creek. Today, Gordon's Creek is an underutilized amenity of Hattiesburg. It has untapped potential for creating lasting memories for both residents and visitors of Hattiesburg.

The Gordon's Creek Linear Park Master Plan provides a "road map" to begin to tap the wonderful potential of Gordon's Creek. It created a pedestrian facility that will include a multi purpose path, landscaping, historic lighting, artwork, pavilions and interpretive signage.

Neel-Schaffer provided detailed site analysis, property and easement acquisition analysis, preliminary cost estimates, potential construction funding sources, landscape management plan, recommended plant palette, and coordination for permitting requirements from the City's Floodplain Management Coordinator (Lisa Reid), Army Corps of Engineers Permitting contact (Mike Moxey), Canadian National Permitting contact (John Dinning) and Norfolk Southern's Permitting contact (David Wyatt).

Neel-Schaffer provided conceptual design for railroad and street bridge crossings, and also provided graphics highlighting public property and existing drainage easements within the project area.

The technical analysis and feasibility information gathered by Neel-Schaffer provides funding sources for construction of the park and reveals strategies to minimize operation and maintenance efforts after construction.





OPTIMIST PARK WALKING PATH

Client: Lamar County Board of Supervisors, MS
Project Cost: \$400,000
Period of Service: 2014

Neel-Schaffer was called upon by the Lamar County Board of Supervisors to create a master plan and implement the improvements to the Optimist Park Baseball Facility. The overall plan includes a walking path, pavilion and playground. These additional facilities, particularly in this area, will be highly useful to the community.

The project is located adjacent to Optimist Park, where over 1,000 kids play baseball. The project consists of a 1/3-mile concrete walking path that is 8 feet wide. It also features a 150-foot long wooden pedestrian bridge that crosses a wetland area. Amenities for the project include site lighting, benches, trash receptacles, parking and landscaping.

The Optimist Park Walking Path project is a \$400,000 project, 80 percent of which was funded by the MDOT's Transportation Alternatives Program (TAP).

An elevated boardwalk was specially designed by a Neel-Schaffer structural engineer.



RAWLS SPRINGS RECREATION CENTER EXPANSION

Client: Forrest County Board of Supervisors, MS
Project Cost: \$200,000
Period of Service: 2014

The Rawls Springs Recreation Center Expansion project included the creation of a facility master plan by Neel-Schaffer. The goal of the project was to expand the existing public park facility. The master plan was divided into phases, the first including additional parking, a 0.7 mile expansion of the walking path, lighting, and associated site amenities such as trash receptacles, benches, picnic tables and bicycle racks. This phase of the project is underway and will be 80-percent funded by the MDOT TAP program.

The improvement occurred on Forrest County property adjacent to an existing park on the North side of Rawls Springs Road and provides a pedestrian connection to Rawls Springs Road. The completed project will form a larger park that will create a safe, functional and attractive area for local residents and visitors to gather and enjoy a variety of active and passive uses.

Additional features of the master plan include two tennis courts, a sand volleyball court, a horseshoe pit, pavilions, and sidewalk connections to the nearby elementary school and residential areas.





JACKIE DOLE SHERRILL COMMUNITY CENTER FOUNDATION REPAIR

Client: City of Hattiesburg, MS

Project Cost: \$17,000

Period of Service: 2014

Neel-Schaffer was selected to perform a structural observation and evaluation of the floor framing at the Auditorium of the existing Community Center. Neel-Schaffer presented our findings and provided engineering plans, details and specifications for the repair of the floor framing and for the replacement of the wood flooring system. A structural team from Neel-Schaffer conducted field investigation and measurements as required to identify foundation conditions; coordinated with an experienced foundation repair contractor as to the most appropriate and least costly foundation repair type suitable for this situation; and coordinated with the Client as to the most efficient sequencing of areas to be repaired to not disrupt planned events. Neel-Schaffer also provided recommendations for remedial storm drainage mitigation around the perimeter of the building.



EAST HARDY PARK MASTER PLAN

Client: City of Hattiesburg, MS
Period of Service: 2014

The East Hardy Park project area is an integral part of the growth of the City of Hattiesburg's pedestrian and bicycle network. It will be connected to the Longleaf Trace Rails-to-Trails and the Gordon Creek Linear Park.

Both of these pieces of public pedestrian infrastructure provide connections to several key areas of the City, including the University of Southern Mississippi, Forrest General Hospital, Kamper Park and Zoo, Downtown, Midtown, Hattiesburg High School, Town Square Park, and many other public parks and facilities. The East Hardy Park is also an integral part of the Twin Forks Rising effort. The recreational amenities and storm water retention provided will be a wonderful asset to the Ward 2 revitalization efforts.

The conceptual master plan for the East Hardy Park is one that is deeply rooted with the citizens of Hattiesburg. Public input sessions were held to discuss the property, solicit

ideas, and foster a sense of ownership. A draft concept was presented at a second public input session. More discussion and ideas were documented.

The conceptual master plan honors the unique character of the site and has additions and improvements that will protect and enhance the natural resources while allowing the area to reach full potential. The conceptual master plan seeks to create a unique identity for the land, provide an uninterrupted pedestrian circulation system, and formalize and define six distinct districts within the Park boundary. These six districts are created and supported by proposed lakes, roads, trails, and a Nature Center. The six districts will provide the following amenities: arboretum, dog park, kayak/canoe launch on the Leaf River, outdoor classrooms, fishing, ropes course, bird viewing areas, pavilions, community garden, disc golf, children's play areas, splash pad, amphitheater, archery range, open air market, golf, football, softball, soccer, basketball, tennis, volleyball, skateboard park, overlook areas, and hiking/biking/equestrian trails.



CITY OF HATTIESBURG

ARCHITECTURAL AND ENGINEERING PROFESSIONAL SERVICES

REQUEST FOR PROPOSALS # HTGEY01 – PARKS & RECREATION

Released: 10 MAY 2017

TABLE OF CONTENTS

- 1. Signed Proposal Sheet**
- 2. Company Profile**
- 3. Company / Staff Resume**
- 4. Proposed Techniques and Quality of Products**
- 5. RFP Signature Page**
- 6. Professional References and Project Examples**
- 7. Contact Person**



McCleskey Associates...Architects, PLLC

105 Patton Avenue, Hattiesburg, Mississippi 39401
P.O. Box 449, Hattiesburg, Mississippi 39403-449

www.McCleskeyAssociates.com
office@McCleskeyAssociates.com

p. 601.544.8994
f. 601.544.8969

CITY OF HATTIESBURG

ARCHITECTURAL AND ENGINEERING PROFESSIONAL SERVICES

REQUEST FOR PROPOSALS # HTGEY01 – PARKS & RECREATION

Released: 10 MAY 2017

Submittal shall be sent to:
City of Hattiesburg
City Clerk
200 Forrest Street
Hattiesburg, MS 39401

Sealed Proposal should be clearly marked:
RFP # HTGEY01 – PARKS & RECREATION
ARCHITECTURAL AND ENGINEERING
PROFESSIONAL SERVICES

SUBMITTAL COVER SHEET

The Entity and the Officer with authority to commit for the Entity are:

RESPONDENT:	FEDERAL ID OR SOCIAL SECURITY NO.	
McCleskey Associates, Architects, PLLC	64-0913613	
STREET ADDRESS:	P.O. BOX:	ZIP:
105 Patton Avenue	0449	39403
CITY & STATE & ZIP:	TELEPHONE NO.	TOLL FREE TEL. NO (800)
Hattiesburg, MS 39401	601-544-8994	
NAME & TITLE OF PERSON SIGNING:	FAX NUMBER:	E-MAIL:
Donald O. McCleskey	601-544-869	don@mccleskeyassociates.com
PROPOSAL IS FROM A/AN:		
☐ Corporation organized and existing under the laws of the STATE OF _____		
☐ Partnership _____		
☒ Individual _____		

NON-COLLUSION

The undersigned certifies that the Entity has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered by this proposal invitation.

PROPOSAL CERTIFICATION

The Undersigned certifies that to the best of their knowledge:

☒ There is no officer or employee of the City of Hattiesburg who has, or whose relative has, a substantial interest in any contract award subsequent to this proposal.
☐ The names of any and all public officers or employees of the COH have, or whose relative has, a substantial interest in any contract award subsequent to this proposal are identified by name as part of this submittal.

The Undersigned further certifies that the Entity is or X is not currently debarred, suspended or proposed for debarment by any federal or State agency. The undersigned agrees to notify the COH of any change in this status, should one occur, until such time as an award has been made under this action.

Date: June 6, 2017

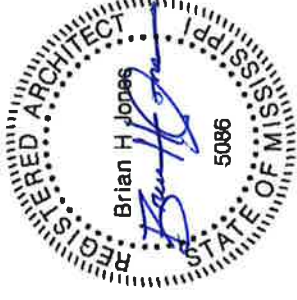
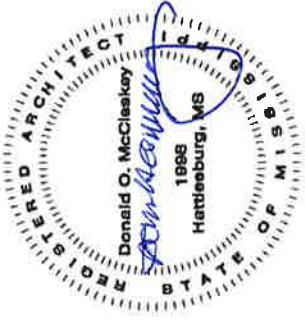
McCleskey Associates,

Entity Name: Architects, PLLC

By:



Print Name: Don McCleskey

State of Mississippi LicenseFirm Reputation and Performance Capabilities:

We have always appreciated the opportunity to work with the City of Hattiesburg on previous projects and will continue to work with the City of Hattiesburg personnel on short term and long term facility needs in order to get the best quality construction at the lowest possible cost. McCleskey Associates, Architects, PLLC has operated in Hattiesburg, Mississippi for 65 years over 3 generations of Architects and has extensive commercial construction experience. Our firm has also worked with the Hattiesburg Public School District, Forrest General Hospital, Forrest County Board of Supervisors, the University of Southern Mississippi, and Pearl River Community College on many various projects including strategic master planning and overall campus planning as well as Project Architect for specific projects. McCleskey Associates has also worked with Forrest County and the City of Hattiesburg on many projects involving FEMA and MEMA and were involved with many discussions with insurance adjusters at various stages of plan development. McCleskey Associates, Architects would be willing to meet at any time with all personnel involved to review all plans and specifications at various stages of development along the critical path of production. Our firm always provides quality design and construction documents on time and within budget. McCleskey Associates, Architects will perform and act as an advocate for the City of Hattiesburg overseeing the work needed from the tornado damage and any other needs the City of Hattiesburg has at this time.

Project Architect: Don McCleskey. Don McCleskey will be the contact for this project with the City of Hattiesburg. That includes all coordination with the City of Hattiesburg personnel, all communications with insurance adjusters, and verification of critical path time line with all parties involved as well as oversee final design.

Project Designer / Head of CAD: Brian Jones will be Principal Architect for all design layout and construction documents as well as primary assistance in all areas related to Project Architect's responsibilities.

Project Technical Coordinator: Jim McCleskey is a construction administration specialist with over (40) years experience and a certified concrete inspector and will be responsible for final approval of all construction documents as well as primary lead for construction administration from project start-up to project conclusion.

Years in Business: 65

McCleskey/ Associates...Architects operates small business since 1967.
Donald O. McCleskey will be project architect and contact person for this project from beginning to end.

ARCHITECTS

- Donald O. McCleskey, AIA, NCARB Certified

1. Personal:

Born: June 14, 1954
Married: 1978: Susan Horlock McCleskey
Children: Matthew and Jillian
Church: Main Street Baptist Church
Resident of Hattiesburg for fifty years

2. Education:

Honors graduate of Hattiesburg High School, 1972
Bachelor in Business, Accounting Major, the University of Southern Mississippi, 1977
President and Dean's List Scholar, the University of Southern Mississippi
Bachelor of Architecture - High Honors University of Tennessee, 1979

3. Associations

Member U.S.M. M-Club Alumni Association (Varsity Letterman/ Basketball)
Advisory Committee Member U.S.M. Engineering Technology
Board Member, Hattiesburg Public School District Foundation, Inc., Secretary / Treasurer

4. Experience:

Joined the firm in 1976
Registered Architect: Mississippi License Number 1998
National Council of Architectural Registration Boards: NCARB Number 35518
AHERA Accredited Asbestos Inspector (EPA approved)
Adjunct Professor, U.S.M. Architectural Engineering Technology, Design Lab Instructor

- Brian H. Jones, NCARB Certified

1. Education:

Master of Architecture, Boston Architectural College, 2010
Bachelor of Science, Architectural Engineering Technology,
the University of Southern Mississippi, 2000
Member: Sigma Lambda Chi, Honor Society for Construction

2. Experience:

Joined the firm in 2006
Registered Architect: Mississippi License Number 5086
National Council of Architectural Registration Boards: NCARB Number 80978
The Landscape Studio, Landscape Architecture, LLC, 5 years
Adjunct Professor, School of Interior Design, the University of Southern Mississippi

PROJECT MANAGER

- James W. McCleskey, III
B.S., Architectural Technology, University of Southern Mississippi
Certified Concrete Inspector, Construction Administration Specialist
Joined the firm in 1974

SUPPORT STAFF

- Bobby Brister - Project Designer, CAD Technician (Consulting)
B.S., Architectural Engineering Technology, University of Southern Mississippi
7 years with this firm
- Preston McKay -Project Designer, CAD Technician (Consulting)
B.S., Architectural Engineering Technology, University of Southern Mississippi
4 years with this firm

Techniques for Life Cycle Costing:

Mechanical: Life cycle cost analysis can be accomplished with utilization of Trane-Trace software assisted analysis of all building systems on facilities. Analysis compare different costs for all systems and specifically evaluating initial coats vs. life cycle costing. Typically, studies show value for life cycle costing in comparison with value oriented initial costs.

Electrical: Life cycle costing can also be evaluated for all electrical lighting and systems design for the Electrical Engineer in direct relationship to Owner's needs and desires.

In conjunction with life cycle costing manual for the Federal Energy Management Program (NIST Handbook 135)

Proposed LED lighting to improve life cycle costing and efficiency of lighting systems of ballfields. LED lighting – can reduce operating costs by 50% or more than HID. Rapidly advancing LED technology will soon render HID metal halide lamps obsolete within the next several years.

Quality of Products:

Maintenance-free products as much as possible and environmental friendly.

Selection of all building systems that impact energy use: thermal envelope, passive solar features, fenestration, HVAC, domestic water, building automation, and lighting. It is essentially an integrated building system design in the overall design package.

An Example of implementation is participating in project submission for Pearl River Community College Campus Dormitory (Lamar Hall) "179D Commercial Building Energy Efficiency Tax incentive Program". This program was for building owner and project designer, if design of overall building systems reduced building energy and power costs by 50% or more primarily in three areas of energy efficiency: Envelope, HVAC and HW, and overall lighting systems. Compliance to computations provided by Federal Government had to be meet before incentives were distributed.

CITY OF HATTIESBURG
ARCHITECTURAL AND ENGINEERING PROFESSIONAL SERVICES
REQUEST FOR PROPOSALS # HTGEY01 - PARKS & RECREATION

SIGNATURE PAGE

In compliance with this RFP, the undersigned agrees to furnish the services in accordance with the attached Proposal or as mutually agreed upon by subsequent negotiation.

McCleskey Accociates, Architects, PLLC

Company Submitting Proposal

105 Patton Avenue

Address

601 -544-8994

Phone Number

don@mccleskeyassociates.com

Email

Donald O. McCleskey

Authorized Person Submitting RFP (Print)



Signature

Hattiesburg, MS 39401

City

State

Zip

601 -544-8969

Fax Number

www.McCleskeyAssociates.com

Web Address

Architect

Title

June 6, 2017

Date

PROFESSIONAL REFERENCES

1. Dormitories for Pearl River Community College

Services: Participated in submissions for “179D Commercial Buildings Efficiency tax incentives for Building Owners and Tenants”. Tax incentives were available if design of building systems reduced building energy and power cost by 50% or more primarily in three areas: Envelope, HVAC and HW, and lighting systems.

Project Cost: \$2,250,000.00

Client: Pearl River Community College Contact: Dr. William Lewis, President (601.403.1201)

Contact: Craig Tynes, Director of Physical Plant (601.403.1201)

2. Hattiesburg Public School District HHS Football Stadium / Stadium Park

Services: Evaluated life cycle costing comparisons at Owner’s request that assisted Owner in making initial decisions.

Project Cost: \$2,250.00

Client: Hattiesburg Public School District

Contact: Willie Burton, Jr., MBA, Director of Maintenance and Facilities (601.582.5078)

3. Hattiesburg Public School District Tornado Repairs: Re-Roofing and HHS Smokie Harrington Baseball Park

Services: Evaluated life cycle costing comparisons at Owner’s request that assisted Owner in making initial decisions.

Project Cost: \$2,000,000.00

Client: Hattiesburg Public School District

Contact: Willie Burton, Jr., MBA, Director of Maintenance and Facilities (601.582.5078)

4. Satellite clinics for Hattiesburg Clinic, Forrest General Hospital, and Camp Shelby

Services: Compared many different options for material selections as well as building systems as per Owner’s request.

Project Cost: Varies

Client: Forrest General Hospital

Contact: Terri Lynn Warden, Project Administrator, Forrest General Hospital (601.288.7000)

Contact: Gary Gray, Mississippi Power Company (601.436.0120)

Contact: Jonathan Stewart, Stewart Development. LLC (601.549.5661)

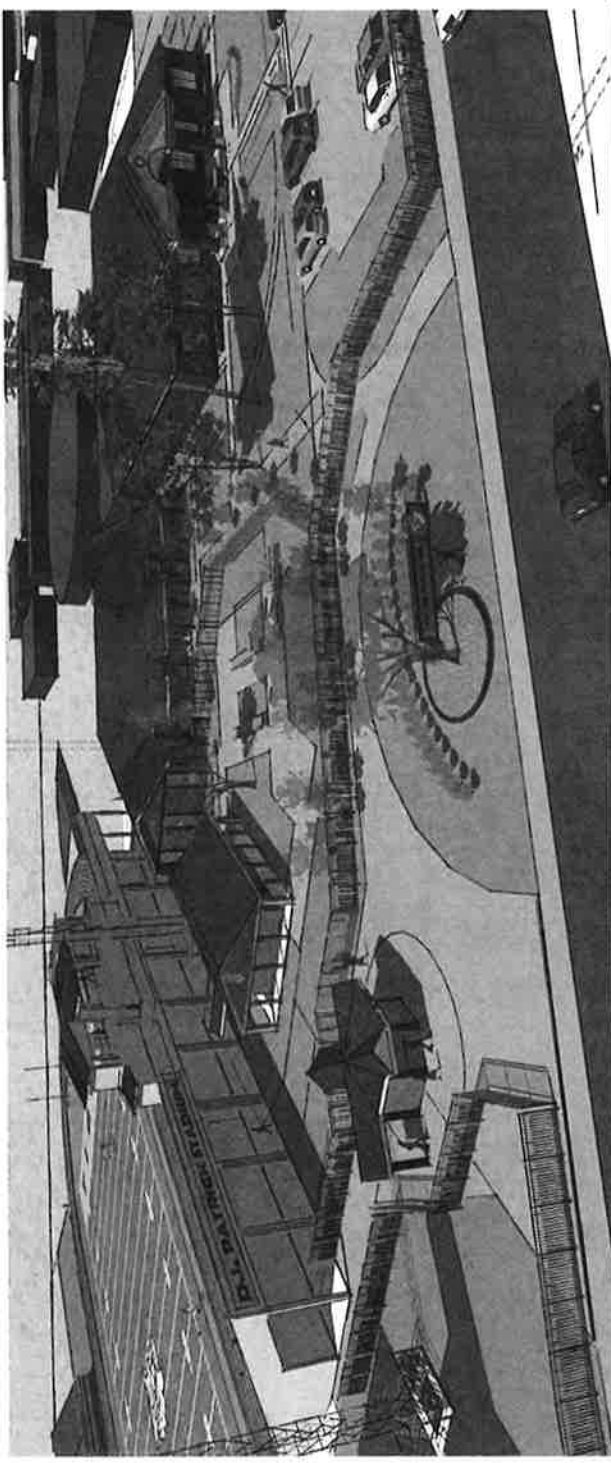
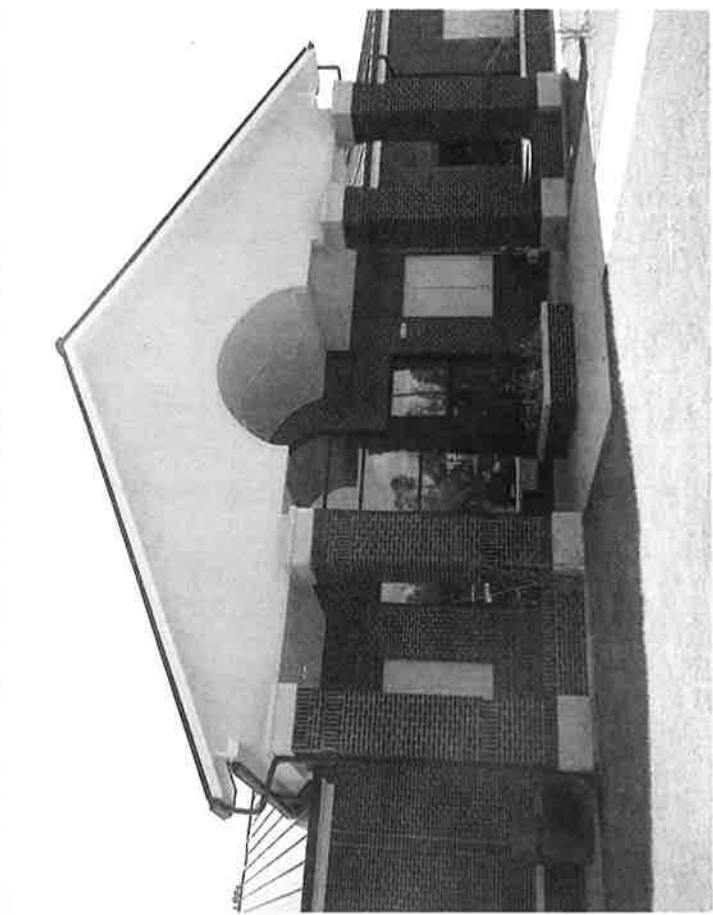
5. Parks and Recreation - New Facilities at Tatum Park:

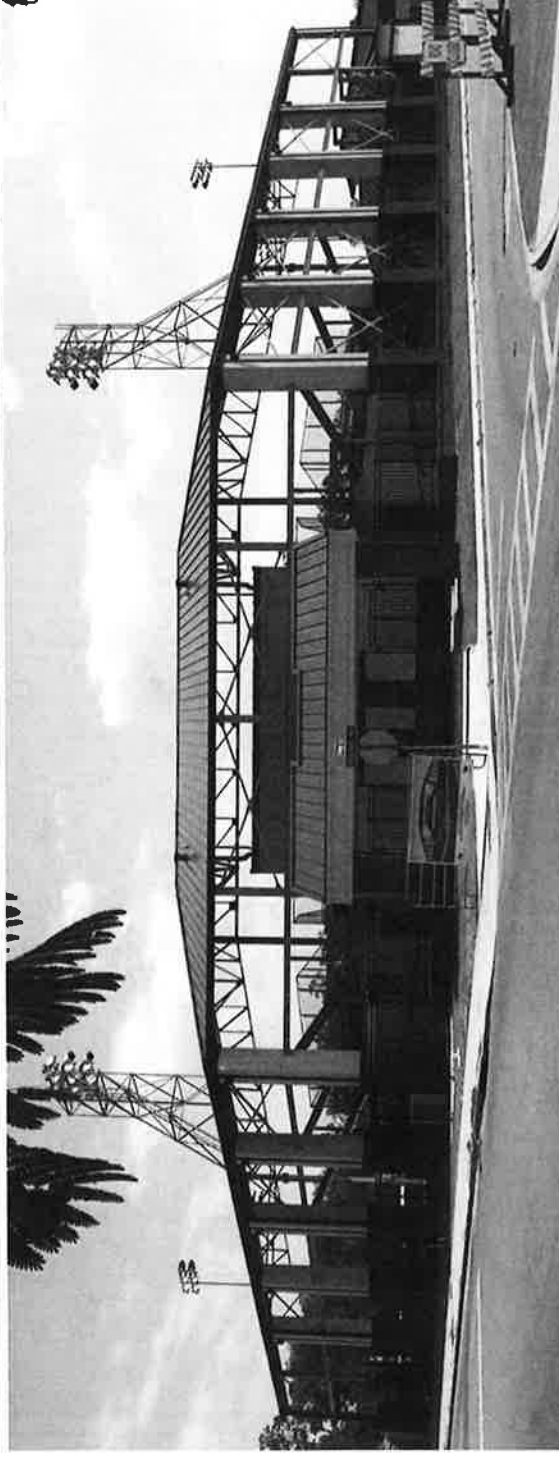
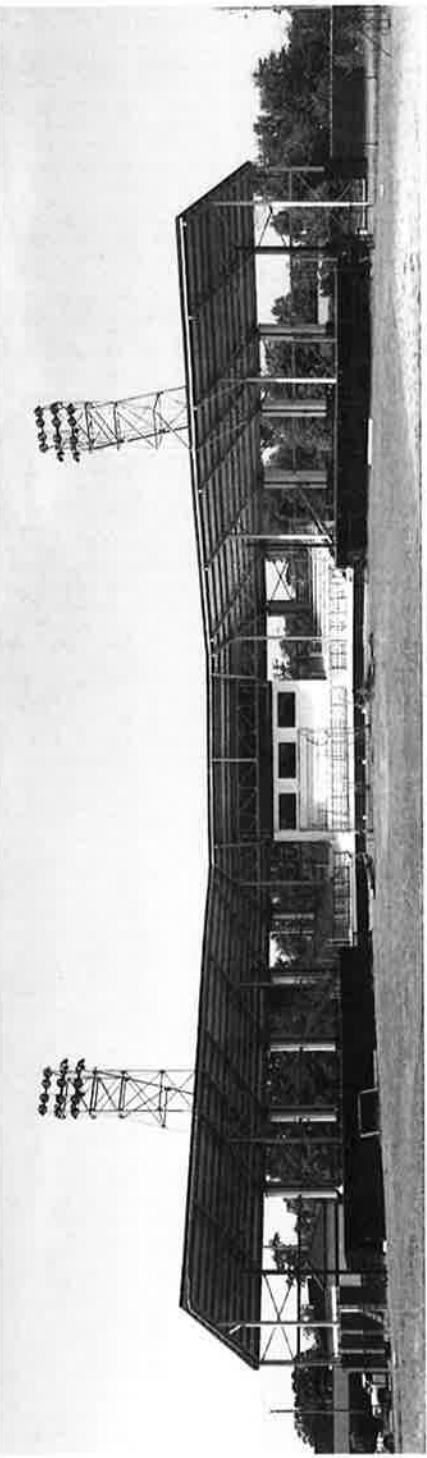
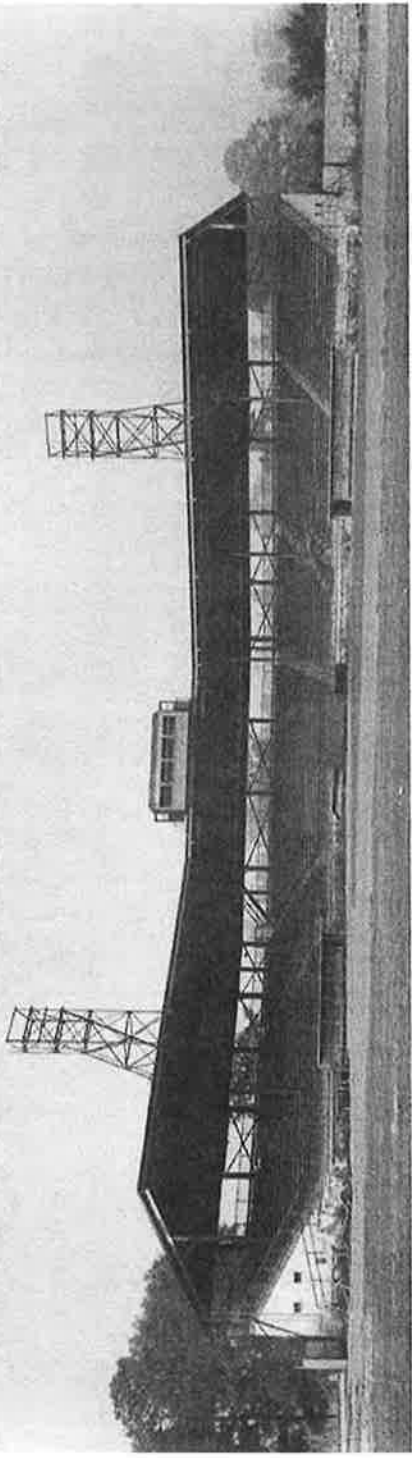
Services: Compared many different options for material selections as well as building systems as per Owner’s request.

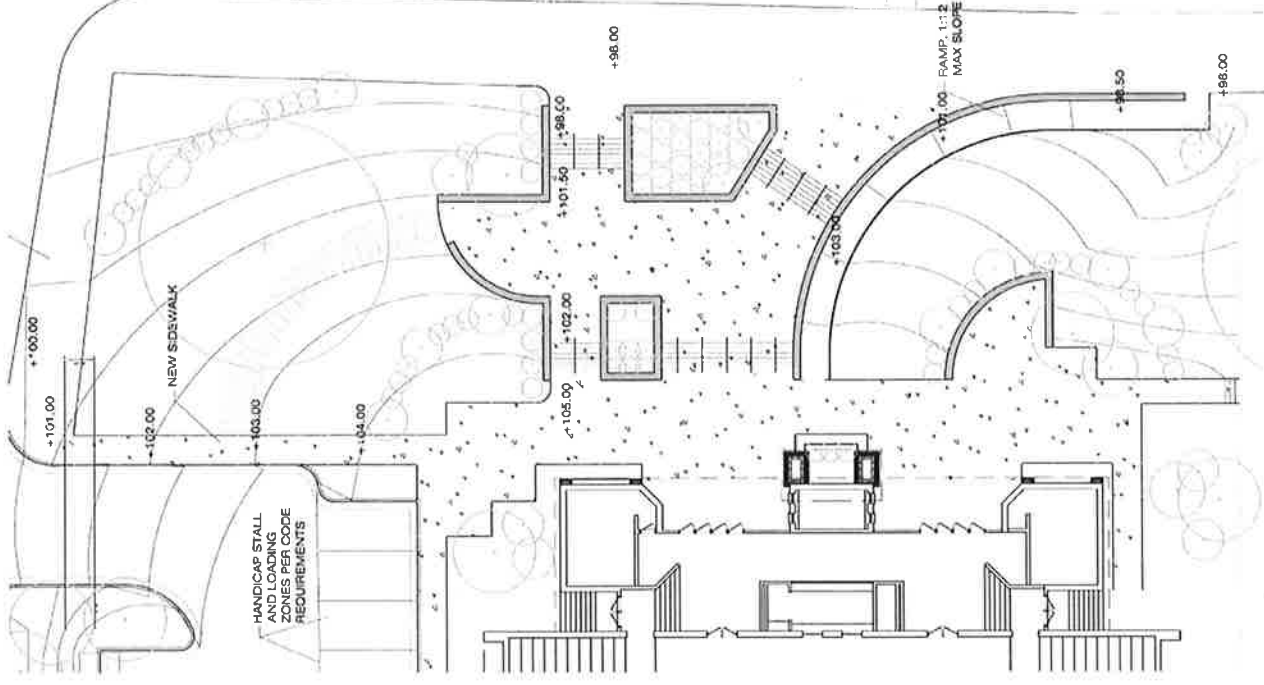
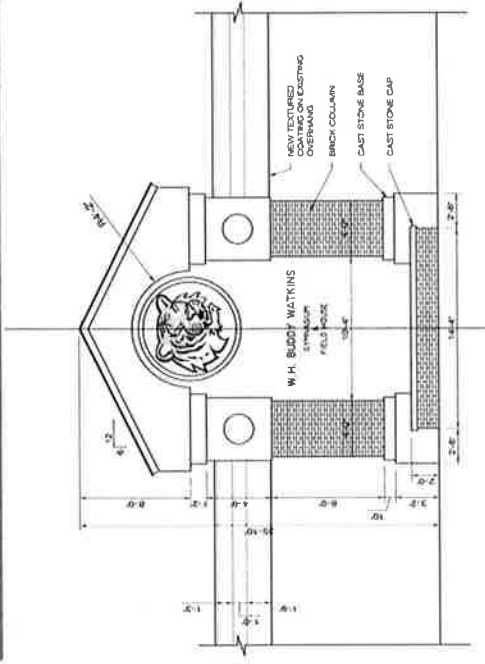
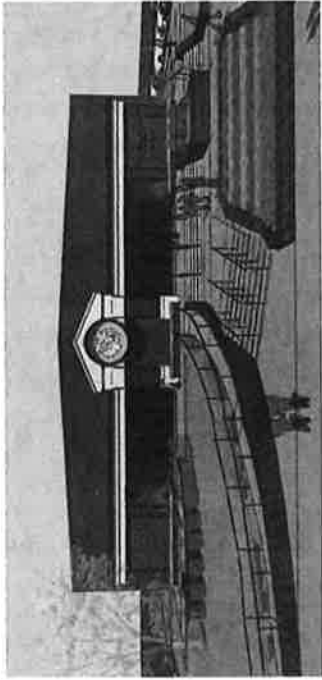
Project Cost: \$550,000.00

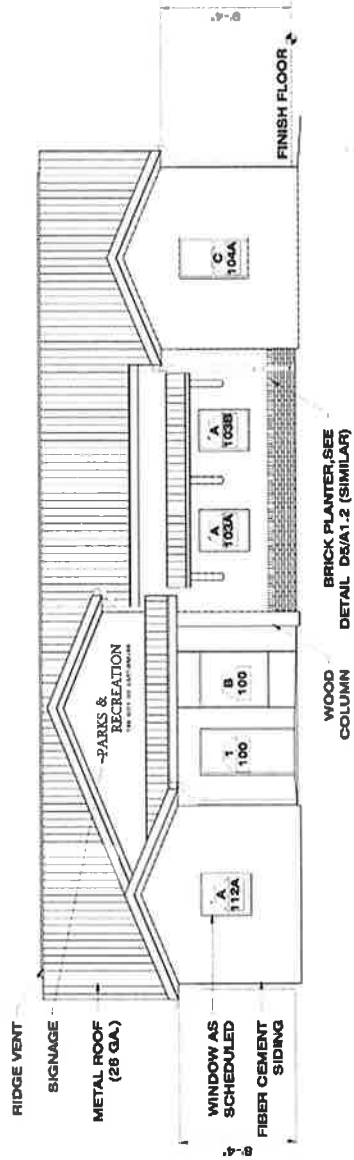
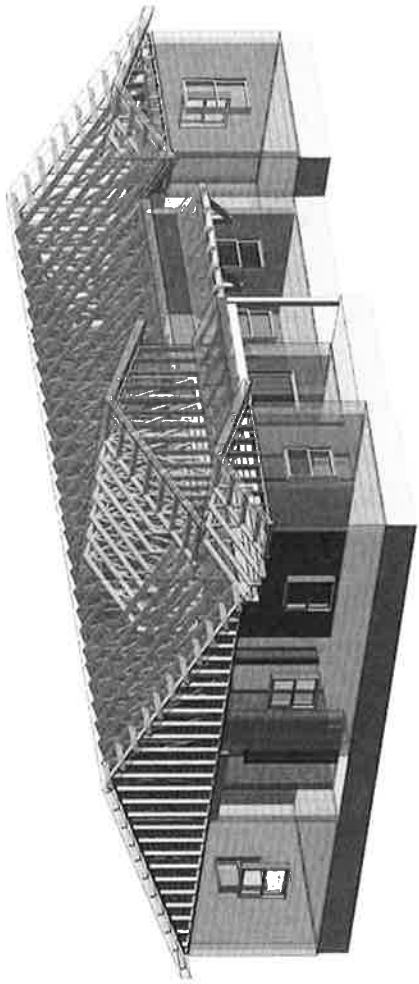
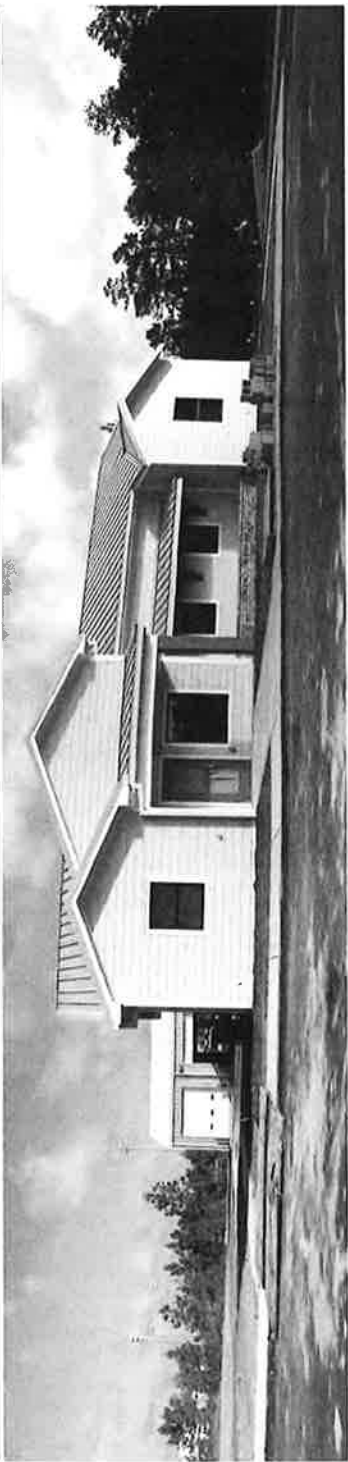
Client: The City of Hattiesburg

Contact: Ann Jones, Grounds and Maintenance Facilities (601.545.4667)









D1 OFFICE BUILDING SOUTH ELEVATION

SCALE: 1/8" = 1'-0"

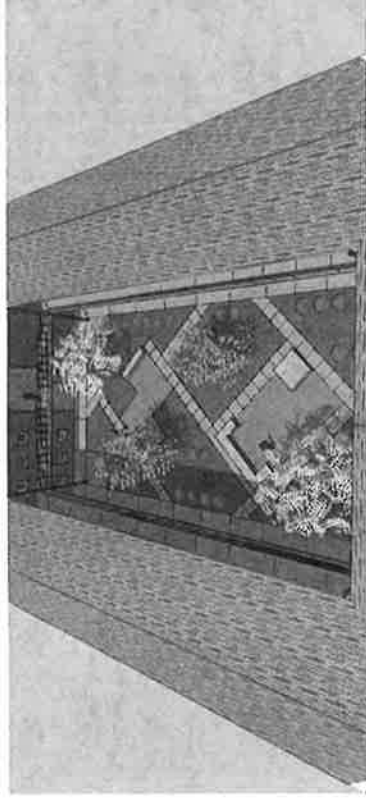
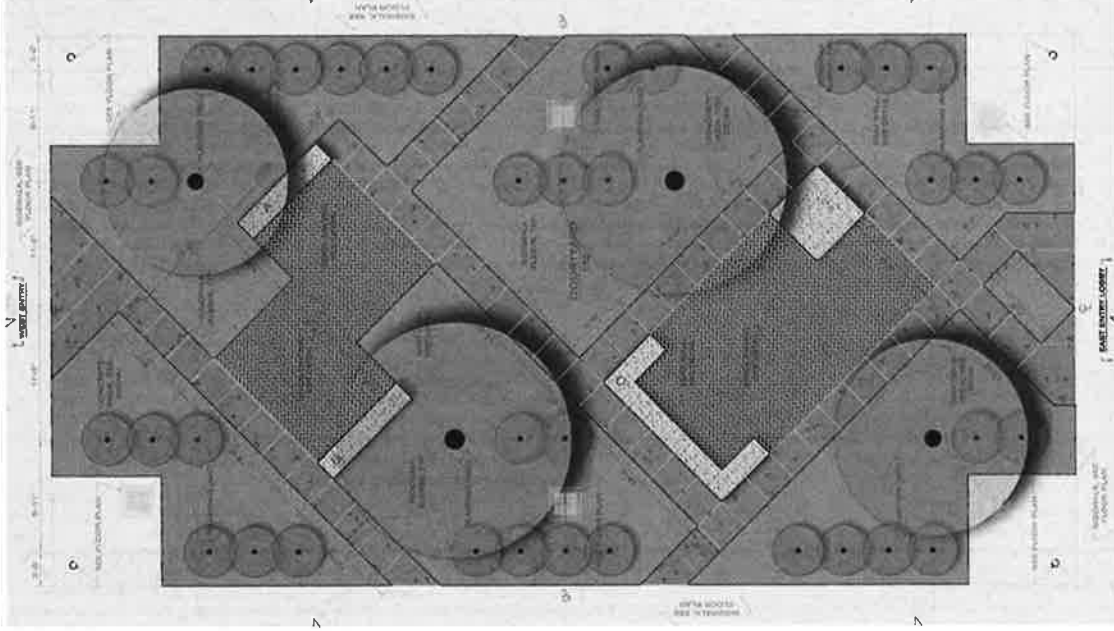


PROJECT: Marion Hall Dorm, Pearl River Community College, Poplarville, Mississippi



2-story Dormitory: 60 beds, Director's Suite, and Laundry room. Features an interior courtyard for director's visibility, security, and activities.
Brick block construction

16,936 Square feet



PROJECT: Master Planning, Pearl River Community College, Poplarville, Mississippi

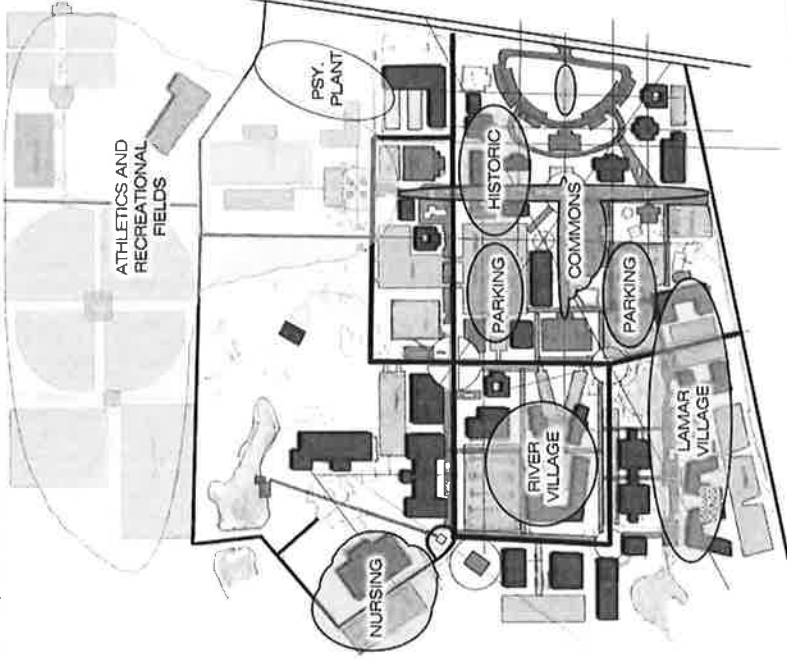
MASTER PLAN OVERLAY

Design ideology is based on Renaissance and Baroque Planning. Balanced with the concepts from the City Beautiful and Garden City Movements. The result is a Grid system with interruptions for Landmarks and Nodes of Pedestrian routes and connectors. The campus layout indicates a grid layout of buildings perpendicular and parallel to each other. Buildings are concentrated in three-story buildings in close proximity for walking. Continuing this planning continues the culture and history of the campus giving meaning and justification for future design decisions. Implementing more Grids create more efficient layouts and use of land for buildings and parking. Grids create right angle vehicular connections which provide slowing and stopping points for pedestrian crossings.



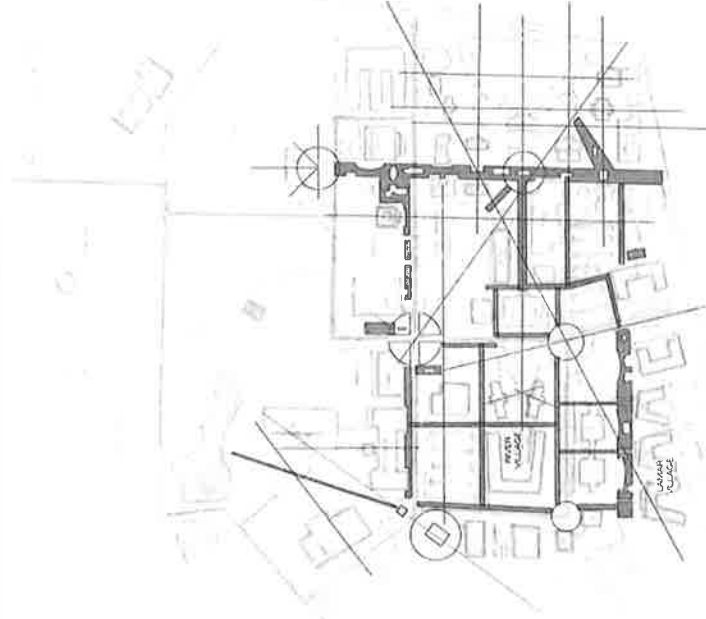
CAMPUS DISTRICTS

Districts designate types of users per buildings and their adjacencies. Districts may contain buildings that are not physically adjacent but may share a common district link. This link may be physical, mental, aesthetic, or visual. Larger programs such as nursing may include academic, housing, and student services within a localized area (Nursing Lane). The academic building on Nurse Lane may link to other academic buildings along Housing. Housing may include a main hub of dormitories (River Village) but would also link to other dorms across campus. District integration and isolation generates multiple environmental settings throughout the campus. Dormitories and housing in a consolidated area provides function through order while spread out dorms provides occupancy and activity at other areas of the campus during night hours and weekends.



PEDESTRIAN CIRCULATION

Hubs and Nodes accentuate a sense of orientation and link the entire campus with an easy connection. Multiple routes to various destinations help minimize congestion. Enjoyable routes to destinations encourage pedestrian use over vehicles. Pedestrian activity and occupancy (occupied spaces feel safe). Pedestrians are more likely to walk to a destination for about 5 minutes (1,400 ft). Enjoyable routes with little or no interruptions or waiting increases that distance. Nodes and Landmarks create intermediate destination points contributing to enjoyable routes. Strong Axes, Orientation Points, and Sight Lines contribute to the pedestrian environment.



MASTER PLANNING METHODOLOGIES

VISIBLE DESTINATION POINTS - STRONG PEDESTRIAN LINKS
CIRCULATION - SAFETY - SIGHT LINES - VIEWS - ADJACENCIES
ORIENTATION NODES - FUTURE PLANNING - EXPANSION - GROWTH



Hattiesburg Public School District

June 5, 2017

To Whom It May Concern:

It has been my pleasure to have worked with Don McCleskey and his associates at McCleskey Associates....Architects. PLLC on many projects. McCleskey and Associates were very proactive in every phase of architectural design and subsequent construction administration services. Their entire team of professionals were very involved in every aspect of design and construction documents giving valued input where needed during the entire process. McCleskey and Associates Architects provided us with architectural schematics and 3-D renderings at onset of projects to ensure everyone understood design intents and owner's needs for overall project success.

McCleskey Associates....Architects have always been dependable and more than willing to go the extra mile to ensure all of our architectural needs were met. The firm went above and beyond to answer all questions and followed each project ensuring they were completed according to contract.

Sincerely,

Willie Burton, Jr.
Director of Operations

301 Mamie Street - Hattiesburg, MS 39401 - P. O. Box 1569 - Hattiesburg, MS 39403-1569
Phone (601) 582-5078 - Fax (601) 583-7339

"Today's Learners. Tomorrow's Leaders!"



GENERAL CONTRACTOR • ELECTRICAL • MECHANICAL

June 02, 2017

To: City of Hattiesburg
Re: Storm related work at Timberton Parks and Recreation

I have worked with Don McCleskey and Brian Jones, registered architects, and their associates at McCleskey Associates..Architects, PLLC on many projects over the years and found everyone at their firm to be hard working professionals and determined to make projects they are involved with to be successful in every phase of their services. McCleskey and Associates work equally well with every member of the project team moving forward to ensure everyone is aware of their unique responsibilities and keep everyone organized always with a focus on the project's critical path. From a personal standpoint, their consistent work ethic and attention to details always have been very much appreciated by my firm.

I heartily endorse McCleskey Associates..Architects for the Storm related work at Timberton Parks and Recreation and I also would be happy to provide more details if you would like additional information about this firm at this time.

Sincerely,

A handwritten signature in dark ink, appearing to read "Jon", written over a horizontal line.

Jonathan M. Stewart

CONTACT PERSON

Don McCleskey, Architect, AIA, NCARB Certified
Phone: 601-544-8994
Fax: 601-544-8969
e-mail: don@mccleskeyassociates.com

SHOWS, DEARMAN AND WAITS, INC.

STATEMENT OF QUALIFICATION

In response to Request for Qualifications No. #HTGEY01
Parks & Recreation Architecture and Engineering
Professional Services – Parks & Recreation

Prepared for the City of Hattiesburg

sdw

Engineering Progress

2017

301 SECOND AVENUE, HATTIESBURG, MS 39401

CONTENTS

Cover Letter	1
Company Profile	2
State of Mississippi License.....	2
Company History.....	4
Office Locations.....	5
Prime Consultant.....	5
Sub-Consultants.....	5
Staff.....	6
Project Organizational Chart.....	6
Summary of Experience.....	7
Shows, Dearman & Waits.....	7
Daughtry Engineering Services.....	8
Griffin Architecture.....	8
Description Of Similar Projects	10
Shows, Dearman & Waits, Inc	10
Daughtry Engineering Services, LLC.....	13
Griffin Architecture.....	14
RFQ Signature Page.....	16
References.....	18
Appendix A: Shows, Dearman & Waits, Inc. Resumes	20
John T. Weeks, PE.....	21
Kyle D. Wallace, PE.....	22
Bennie Sellers, PE, RLS	24
Nicholas M. Connolly PE, PLS.	26
Shea E. McNease, P. E.	28
Lawayne Smith.....	29
Rick E. Sullivan, Jr., P.L.S.....	31



Engineering Progress

June 8, 2017

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

Attn: Kermas Eaton, City Clerk

**RE: Request for Qualifications No. HTGEY01 – Parks & Recreation
Hattiesburg, MS**

Dear Mr. Eaton,

It is with great pleasure that the firm of Shows, Dearman & Waits, Inc. submits to the City of Hattiesburg this Proposal with supporting documentation to review for the above referenced project. We are extremely interested in performing this work and, as you may see in our enclosed "Staff Introductions," have assembled a staff capable of accomplishing the task.

The firm, specifically our parent firm, has been performing consulting engineering business for more than fifty years. During that time, we have worked for state and federal agencies, private developments and other municipalities. We have designed numerous projects including structural, lighting, fencing, site work, asphalt repair, and electrical.

We feel that the strength of our team is in our municipal engineering experience. With a capable staff of seven engineers and a support staff of thirteen, we are prepared to meet the needs of the City of Hattiesburg by providing quality professional services in the multiple, specialized disciplines of engineering required to complete this project.

Our staff is both knowledgeable and dedicated. Our engineers have over 200 years of combined experience in the municipal engineering field. This experience is invaluable in solving the various problems generally experienced in cities located in south Mississippi. In addition, our office is located in Hattiesburg, Mississippi. This location affords us the great advantage to address projects in a timely manner and to quickly meet with any of your local personnel.

We currently represent the City of Bay Springs, City of Collins, and the City of Petal. You may, without hesitation, contact the mayors of any of these municipalities for verification of our experience and professionalism.

With kindest regards,

A handwritten signature in blue ink that reads "John Weeks". The signature is written in a cursive, flowing style.

John T. Weeks, P.E.
Vice President

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

Shows, Dearman & Waits, Inc.

MISSISSIPPI <i>Board of Licensure for Professional Engineers and Surveyors</i>	
Find Licensee Contact Us	
Firm Details	
Firm Name: Shows Dearman & Waits, Inc. Address: 301 Second Ave Hattiesburg MS 39401 County: Forrest Phone: 501-544-1821	
License Type: Certificate of Authority (Engineering) License Number: 4 Expires on: 12/31/2017 Designated Licensee: Mr. Shea Edward McNease (PE-15793) License Type: Certificate of Authority (Surveying) License Number: 1 Expires on: 12/31/2017 Designated Licensee: Mr. Nicholas Mark Connolly (PS-2973)	

John Weeks

MISSISSIPPI <i>Board of Licensure for Professional Engineers and Surveyors</i>	   
Find Licensee Contact Us	
Licensee Details	
Name: Mr John Thomas Weeks Address: 301 Second Avenue Hattiesburg MS 39401 County: Forrest Phone: 501-544-1821 Employer: Shows Dearman&Waits Inc	
License Type: Professional Engineer License Number: 18912 Expires on: 12/31/2017	

COMPANY HISTORY

Shows, Dearman & Waits, Inc. is an engineering firm with more than fifty years experience in the public and private sector. Our parent company, Shows and Dearman, was founded by Mr. Raymond M. Dearman and Mr. Paul J. Shows in 1963. The company became Shows, Dearman & Waits, Inc. in 1991 when Mr. Michael T. Waits became a principal officer in the firm. From this beginning, our approach has been results-oriented delivery of high quality professional services within necessary regulatory, oversight, and financial guidelines.

The staff of **Shows, Dearman & Waits, Inc.** has a diverse background that includes specialties in virtually every aspect of engineering. The firm has a staff of twenty people, including seven engineers as listed below.

- Mr. Shea McNease, P.E. President
- Mr. Kyle Wallace, P.E. Vice President
- Mr. Nicholas Connolly, P.E., P.L.S. Vice President
- Mr. John Weeks, P.E., Vice President
- Mr. Bennie J. Sellers, P.E., R.L.S.
- Mr. Lou Thomas, E.I.
- Ms. Ivy Riley, Graduate Engineer

Our staff members are highly respected for proven expertise in their respective specialties and our firm is recognized for solid histories of award-winning, ahead-of-schedule, and within-budget completion of projects. *Our team will not require "on-the-job" training to deliver any project!*

In producing water, wastewater, and sewer specialized engineering projects, our experience includes storage tanks, wells, treatment plants, distribution networks, cured-in-place pipe rehabilitation, and removal and replacement of sanitary sewer works. Our expertise obtained in these fields has been through our firm's representation of over 30 rural water and sewer associations, 5 municipalities, several federal entities, and a large private clientele base.

Through the years **Shows, Dearman & Waits, Inc.** has been heavily involved in the complete design and construction of multiple roadway and bridge projects. We have designed and constructed concrete, steel, and timber bridges as well as two-lane subdivision streets and four-lane controlled access transportation corridors for the Mississippi Department of Transportation.

We have also assisted in the design and continued improvements to and operations of local airports. We currently represent the Cities of Poplarville, Bay Springs, Laurel, and the Hattiesburg-Laurel Regional Airports.

Shows, Dearman & Waits, Inc.

OFFICE LOCATIONS

Prime Consultant

All Shows, Dearman & Waits employees with resumes submitted with this “Statement of Qualifications” will leave from the office located at 301 Second Avenue in Hattiesburg, MS.

Sub-Consultants

All of the sub-consultants with resumes submitted will work out of their own offices:

Daughtry Engineering Services, LLC:

21 Serene Boulevard
Hattiesburg, MS 39402

Griffin Architecture:

525 Macedonia Road
Hattiesburg, MS 39401

OFFICE LOCATION MAP



Shows, Dearman & Waits, Inc.

SUMMARY OF EXPERIENCE

Shows, Dearman & Waits, Inc.

John Weeks, PE

Point of Contact

Professional Engineer with 14 years of experience with roadway design, bridge construction, water and sewer design, roadway lighting for the City of Petal on Highway 42, feasibility and planning studies and site design.

Kyle Wallace, PE

Project Manager

Professional Engineer with 26 years of experience in drainage design, roadway and bridge projects, traffic studies, preparation of plans and specifications and construction engineering

Nicholas Connolly, PE, PLS

Engineering Manager

Professional Engineer and Surveyor with 26 years experience in civil design, including roadway design for MDOT, bridge design for State Aid and hydraulic and hydrologic design of highway structures.

Shea McNease, PE

Design and Drafting Manager

Professional Engineer with 18 years experience in civil design. Projects include roadways, bridges, project management, sewer and water systems, site planning and drainage.

Bennie Sellers

Design

Professional Engineer and Surveyor who has provided engineering services, construction, construction management, consulting services and other services related to engineering and construction since 1957. 20 years experience as the city engineer for the City of Hattiesburg.

Lawayne Smith

Shows, Dearman & Waits, Inc.

CAD Designer

CAD Designer with 30+ years of experience in civil drafting, including 10 years with the MDOT. Proficient in CAD drafting and design using Microstation and AutoCAD.

Rick Sullivan
CAD Designer

CAD Designer with 25+ years of experience in civil drafting, and proficient in CAD drafting and design using Microstation and AutoCAD.

Daughtry Engineering Services, LLC

Larry Joe Daughtry
Electrical Engineer

Electrical Engineer with 42 years of experience with electrical distribution systems, pad-mounted transformers, pad-mounted switchgear, site analysis, and design.

Griffin Architecture

Lewis Griffin, AIA
Architect

Architect with 27 years of experience in design of one and two story structures.

THIS PAGE LEFT INTENTIONALLY BLANK

DESCRIPTION OF SIMILAR PROJECTS

Shows, Dearman & Waits, Inc.

City of Petal Sports Complex

Description: Shows, Dearman & Waits, Inc. was the Prime Consultant on this project. The project consisted of the design of four (4) baseball fields, skate park, parking lots, sports lighting, fencing, and grading. After a direct hit in the 2013 tornado, SDW assisted the City with the necessary repairs utilizing FEMA & MEMA assistance to the complex.

Completion date: July, 2013

City of Hattiesburg Downtown Lighting

Description: Shows, Dearman & Waits, Inc. was the Prime Consultant on this project. The project consisted of the construction of decorative lighting in areas of downtown Hattiesburg.

Completion date: January, 2010

U. S. Highway 11

Project No. STP-2171-00(020).

Description: Shows, Dearman & Waits, Inc. was the Prime Consultant on this project. The project consisted of the design of improvements to a section of U.S. Highway 11 in Lamar County. The project scope involved modification to the vertical alignment and backslopes, and design of a roadway drainage system near an elevated railroad crossing. The project was completed in 2010.

Date initiated: May 22, 2009

Scheduled completion date: July 15, 2010

Completion date: Final plans submitted November 30, 2010 (Delayed by coordination with the railroad and MDOT)

Byrd Parkway from the Highway 42 to Old Richton Road

Project No. HPP-0193-00(005) / LPA 104870-801000, City of Petal

Shows, Dearman & Waits, Inc.

Description: Shows, Dearman & Waits, Inc. was the **Prime Consultant** on this project. The project consisted of the design of a four lane boulevard using MDOT standards and the construction of two lanes of the boulevard in the City of Petal. This was an LPA project and was approved through the local MPO. Shows, Dearman & Waits, Inc. was responsible for the surveying, and roadway design, hydraulic and hydrologic analysis, right of way acquisition, and construction engineering for the MDOT Office of State Aid Road Construction. Geotechnical investigation and environmental investigation were completed by sub-consultants under the supervision of Shows, Dearman & Waits, Inc. Construction is complete on this job.

Date initiated: 2005

Acceptance date: December 4, 2014

Browns Bridge Road from the Forrest County Line to App Slade Road

Project No. SAP-18(61), Forrest County

Description: Shows, Dearman & Waits, Inc. was the **Prime Consultant** on this project. The project consisted of the reconstruction of a two lane county road on new alignment in Forrest County. Shows, Dearman & Waits, Inc. was responsible for the surveying, and roadway design, hydraulic and hydrologic analysis, right of way acquisition, and construction engineering for the MDOT Office of State Aid Road Construction. Geotechnical investigation and environmental investigation were completed by sub-consultants under the supervision of Shows, Dearman & Waits, Inc. Construction is complete on this job.

Date initiated: 2011

Acceptance date: May 3, 2016

Lake Forgetful Road

Project No. 11209, City of Hattiesburg

Description: Shows, Dearman & Waits, Inc. was the **Prime Consultant** on this project. The project consisted of the construction of a two lane city street on existing alignment in the City of Hattiesburg. Shows, Dearman & Waits, Inc. was responsible for the surveying, and roadway design, hydraulic and hydrologic analysis, right of way acquisition, and construction engineering for the City of Hattiesburg. Geotechnical investigation and environmental investigation were completed by sub-consultants under the supervision of Shows, Dearman & Waits, Inc. The design of this project is complete and it is waiting to be advertised to bid.

Date initiated: 2014

Scheduled completion date: 2017

Completion date: Final plans submitted February 2, 2017

Water Tower Road

Project No. 11223, City of Hattiesburg

Description: Shows, Dearman & Waits, Inc. was the **Prime Consultant** on this project. The project consisted of the construction of a two lane city street on new alignment in the City of Hattiesburg. Shows, Dearman & Waits, Inc. was responsible for the surveying, and roadway design, hydraulic and hydrologic analysis, right of way acquisition, and construction engineering for the City of Hattiesburg. Geotechnical investigation and environmental investigation were completed by sub-consultants under the supervision of Shows, Dearman & Waits, Inc. This project is currently in the design phase.

Date initiated: 2016

Scheduled completion date: 2017

Completion date: Design in process.

Stringer Street

Project No. 11695, City of Bay Springs

Description: Shows, Dearman & Waits, Inc. was the **Prime Consultant** on this project. The project consisted of the reconstruction and paving of a gravel city street in the City of Hattiesburg. Shows, Dearman & Waits, Inc. was responsible for the surveying, and roadway design, hydraulic and hydrologic analysis, and construction engineering for the City of Hattiesburg. Construction on this project is complete.

Date initiated: 2014

Scheduled completion date: 2015

Completion date: 2015

Luther Carter Road

Project No. SAP-18(62), Forrest County

Description: Shows, Dearman & Waits, Inc. is the **Prime Consultant** on this project. The project consists of the overlaying 2 miles of a two lane county road and construction of ± 0.8 miles of

Shows, Dearman & Waits, Inc.

new roadway in order to remove a reverse curve. Shows, Dearman & Waits, Inc. was responsible for the surveying, and roadway design, hydraulic and hydrologic analysis, right of way acquisition, and construction engineering for the MDOT Office of State Aid Road Construction. Geotechnical investigation and environmental investigation were completed by sub-consultants under the supervision of Shows, Dearman & Waits, Inc. This job is currently in the bidding phase.

Date initiated: 2012

Expected completion date: December 2017

2012 Pavement Repairs

Cantonment Area Camp Shelby, Mississippi Military Department

Description: Shows, Dearman & Waits, Inc. provided engineering services for this 12 million dollar pavement repair project inside the cantonment area of Camp Shelby. The project consisted of repair to roadways, parking areas and other vehicular access routes for military troops and POV's. A quick response time of approximately 60 days for preparation of the construction plans and specifications was requested by the Mississippi Military Department. Shows, Dearman & Waits, Inc met the strict time lines.

Date Initiated: June 2012

Date Completed: August 2012

Daughtry Engineering Services, LLC

City of Hattiesburg North and South Lagoons Aeration Improvements

Project Owner: City of Hattiesburg

Project Description: Completed modifications and additions to underground electrical primary distribution systems, pad-mounted transformers, pad-mounted switchgear, power factor correction, 480-Voltage panels and underground feeders, Aeration Control Panels, and emergency power system.

Contract Amount: \$5,000,000

Walthall County Hospital -Standby Generator Installation

Project Owner: City of Tylertown

Project Description: Provided design, adaption and installation of new 500-KW diesel generator, relocation of pad-mounted transformer, and automatic transfer switch for 100% backup power.

Contract Amount: \$175,000

City of Hattiesburg Mississippi-Exterior City Lighting Improvements, Phase I and II

Project Owner: City of Hattiesburg

Project Description: Proved Site Analysis, design and preparation of plans and specifications, and construction management for decorative exterior lighting systems complete with new underground electrical distribution systems, power and control panels, metering, and decorative lighting systems.

Contract Amount: Phase I - \$500,000, Phase II - 3,500,000

Griffin Architecture

State of Mississippi Military Department Readiness Center, Monticello, Mississippi

Owner: MS Military Department

Description: This project consisted of a two-story pre-engineered structure, brick and concrete façade, standing seam metal roof. Spaces included administrative, staff and classroom areas. Site included military and personal vehicle parking, fencing, sidewalks, fire protection, exterior lighting and access roads. Force Protection including site offsets, barriers door and window treatments and building hardening.

Timeline: This project is under construction

State of Mississippi Military Department Readiness Center, Batesville, Mississippi

Owner: MS Military Department

Description: This project consisted of a one-story pre-engineered structure, brick and concrete façade, standing seam metal roof. Spaces included administrative, staff and classroom areas.

Sites included military and personal vehicle parking, fencing, sidewalks, fire protection, exterior lighting and access roads.

State of Mississippi Military Department Readiness Center, Brookhaven, Mississippi

Owner: MS military Department

Description: This project consisted of a one-story pre-engineered structure, brick and concrete facade, standing seam metal roof. Spaces included administrative, staff and classroom areas. Sites included military and personal vehicle parking, fencing, sidewalks, fire protection, exterior lighting and access roads.

CITY OF HATTIESBURG

ARCHITECTURAL AND ENGINEERING PROFESSIONAL SERVICES

REQUEST FOR QUALIFICATIONS # HTGEY01 - PARKS & RECREATION

SIGNATURE PAGE

In compliance with this RFQ, the undersigned agrees to furnish the services in accordance with the attached Proposal or as mutually agreed upon by subsequent negotiation.

Shows, Dearman & Waits, Inc.

Company Submitting Proposal

301 Second Avenue

Address

(601) 544-1821

Phone Number

john@sd-w.com

Email

John Weeks

Authorized Person Submitting RFQ (Print)

Signature

Hattiesburg MS 39401

City

State

Zip

(601) 544- 0501

Fax Number

www.sd-w.com

Web Address

Vice-President

Title

6/18/17

Date

REFERENCES

City of Bay Springs
Contact: Mayor J.E. Smith
P.O. Box 307
Bay Springs, MS 39422
(601) 764-4112

City of Collins
Contact: Mayor V.O. Smith
300 Main Street
Collins, MS 39428
(601) 765-4491

City of Petal
Contact: Mayor Hal Marx
P.O. Box 564
Petal, MS 39465
(601) 545-1776

Forrest County
Contact: David Hogan, Forrest County Board of Supervisors
Email: dhogan@cco.forrest.ms.us
(601) 545-6000

MS Military Department
Contact: Kato Escaner
1846 60th Pl S
Jackson, MS 39296
(601) 313-6373

THIS PAGE LEFT INTENTIONALLY BLANK

Appendix A:
Shows, Dearman & Waits, Inc. Resumes

Title

**Vice President
Point of Contact
Partner**

Education

Mississippi State University,
2003

Registration

Mississippi Engineer: P.E. No. 18912
Mississippi Surveyor Intern L.S.I. No. 0594



Employment

Shows Dearman & Waits, Inc. Tenure: Since 2005
john@sd-w.com

Experience

Mr. Weeks, Project Engineer, directly and actively participated in the development of successful comprehensive construction plans and specifications for the following projects:

- **Roadway:** (1) Airport Parkway: New construction of a four-lane highway connecting US Highway 25 to Interstate 55, including design of the drainage structures and several interchanges while minimizing the impacts to the Pearl River flood plain. (2) Mississippi State Route 35 Bypass: New construction of five miles of rural arterial in Smith County as well as all drainage structures. The bypass required several special and intricate design elements such as cut-and-fill bench sections and the incorporation of a climbing lane.
- **Bridges:** (1) Five Bridges at US Military Training Site, Camp Shelby: Bridge replacement of five bridges using specially designed bridge slabs for accommodation of high leading resulting from tank traffic. (2) Additional Bridge Experience: Bridge replacement of several bridges in Forrest County, including Kelly Lane, 5th Avenue Bridge in Petal, and Lynn Ray Road.
- **Water:** (1) Waterline Extension: New construction of water line extension for the rural water associations for both J.P. Utility and Rawls Springs Water Association. (2) Hydraulic Analysis: This analysis was for Glade Water Association with approximately 1,400 customers as well as submitting detailed recommendations to improve the systems pressure.
- **Sewer:** (1) Lincoln Road Sewer Extension: New construction of an extension of the gravity sewer system to the recently annexed areas in the City of Hattiesburg. (2) City of Petal Sewer Rehabilitation: Rehabilitation of over 40 lift stations for the City of Petal. Included in this project was resizing existing systems to allow for future demand as well as rehab the main lift station, which pumps the entire sewer collected in the City of Petal to Hattiesburg's lagoon.

Kyle D. Wallace, P.E.

Title

**Vice President
Project Engineer
Partner**

Education

Bachelor of Science
Civil Engineering
Mississippi State University,
1990

Registration

Mississippi Engineer: P.E. No. 12693
Louisiana Engineer P.E. No. 26381

Employment

Shows Dearman & Waits, Inc. Tenure: Since 1998
kyle@sd-w.com



Experience

- **Drainage Project Design Engineer:** Shows, Dearman and Waits, Inc., was selected to perform a master drainage plan for the US Army Guard Base located at the Gulfport – Biloxi Regional Airport. This \$2.400,000 project will investigate existing drainage issues and prepare plans and specifications to remediate the problem areas.
- **Excellent Qualifications for Roadway and Bridge Projects:** Directly involved with the day-to-day operations of design and construction of various roadway and bridge project with Shows, Dearman and Waits, Inc. Vast experience in roadway design and construction from early in his professional career is an asset to the project team for these types of projects.

South Main Street - Petal: Lead engineer on this multi-million dollar project that converted a two-lane open ditch roadway into a three-lane curb and gutter facility for a one-mile section of an urban area of the City of Petal. The design addressed drainage concerns in the City of Petal, which are prevalent throughout the city. Also addressed was concerns of limited right-of-way and relocation of utilities. Construction engineering had to address one-way traffic and detours in one of the main corridors of the city. With all the tasks facing Mr. Wallace and the Shows, Dearman and Waits, Inc. team, the project was completed on time and is now an asset to the City of Petal.

Forrest Avenue - Camp Shelby: The Mississippi Military Department retained Shows, Dearman and Waits, Inc. to perform design and construction engineering services to reconstruct Forrest Avenue at Camp Shelby Training Site. The project entailed rubblizing existing jointed concrete pavement, installation of soil cement shoulders, overlay, and relocation of utilities. Due to the high volume of heavy military vehicles, it was important to construct a facility both functional and durable. This task was accomplished and the facility is currently in excellent condition even

- after increased use during “Operation Enduring Freedom.”
- **Excellent Qualifications for Water and Wastewater Projects:** Involved with day-to-day operations of design and construction of various types of water and wastewater projects. Responsibilities include coordination of drafting operations and construction inspection services while ensuring proper execution of office standard operations. Implementation of plan preparation is timely executed in a manner that is readily useful and concise to the client and to potential construction contractors.
- **Water and Sanitary Sewer Project Design Engineer:** Various water and sanitary sewer projects have been designed along with a recent construction of a 500 gallon elevated water tank, and 1,000 gallon-per-minute booster station for the City of Hattiesburg; and a 4,350 gallon-per-minute water well, and approximately 60,000 linear feet of water line for J. P. Utility District located in Jones County, Mississippi.. Also designed and constructed is a 125,000 gallon elevated water tank, 500 gallon-per-minute water well and water treatment plant for Whistler Water System located in Wayne County.
- **Hydraulic Analysis:** Planned, developed, and executed the design of hydraulic analysis for numerous water associations, which include: Sharon Water Association; Calhoun Water Association; Glade Water Association; Whistler Water Association, and J. P. Water Association. These hydraulic analysis designs consists of input of existing conditions, executing hydraulic model, system modifications (*if required*) and assembly of reports.
- **Detailed Sanitary Sewer Feasibility Study:** This study has been completed for the community of Brooklyn, Forrest County, Mississippi located directly south of Camp Shelby. This feasibility study investigated the most economical and lowest maintenance sanitary sewer disposal options. Due to the location of Black Creek, a natural and scenic river as identified by the United States, a land application system for disposal of sanitary sewerage to a local receiving water way was recommended in lieu of conventional effluent discharge.
- **Municipality Sanitary Sewer System Comprehensive Upgrade Design** for the City of Hattiesburg, Mississippi is in the final stages. Several miles of gravity sewer will be replaced as well as expansion of the North Lagoon. Preliminary cost estimates for the project was \$5,000,000.

Bennie Sellers, PE, RLS

Title

Project Engineer

Education

Bachelor of Science
Civil Engineering
Mississippi State University, 1957

Registration

Mississippi Engineer: P.E. No. 2631
Mississippi Land Surveyor: P.L.S. No. 2293

Employment

Shows Dearman & Waits, Inc. Tenure: Since 2010
bennie@sd-w.com



Experience

- **Project Engineer:** Provided Engineering Services, Construction, Construction Management, Consulting Service and other Services related to Engineering and Construction since 1957.
- June 2010 – Present **Shows Dearman & Waits, Inc.**
 - Earl Travilion School Drainage – Hattiesburg
 - Industrial Park Phase I – McLain, MS
 - RPZ Clearing and Access Road Improvements – Bay Springs, MS
 - Prepared Runway Extension Justification Report for the above referenced project
 - Readiness Center Parking Upgrades – Lumberton, MS
- July 1990 – June 2010 **Director of Public Services and Engineering, City of Hattiesburg, MS:** The director was responsible for the duties performed each day by the various divisions with a total of approximately 275 employees.
 - The various divisions included engineering, public works, street, maintenance shop, health, drainage, traffic maintenance, construction, garbage collection and disposal, trash collection and disposal, airport maintenance, and centralized fueling center.
 - Water and Sewer Division – was responsible for maintenance of water distribution lines, water treatment plants, pump stations, wells, and elevated and ground storage tanks. This division was also responsible for maintenance of sewer collection lines, pumping stations, waste water treatment facilities which consisted of one 20 mgd aerated lagoon, and one 4 mgd aerated lagoon. Each lagoon had a chlorinator and dechlorinator chamber that waste water went through prior to release into the receiving waters.
 - **As Director of Engineering and serving as City Engineer:** Reviewed all plans, specifications and contract documents prepared by consultants for all infrastructure projects for the City of Hattiesburg. Reviewed all payments for consultants and contractors, and recommended payments be made.
 - Responsible for preparing plans, specifications and contract documents for certain projects such as sewer line rehab, pump station rehab, drainage improvements and obtaining approvals from the appropriate state agencies.
 - Reviewed all plans and specifications for work performed within the Corp Limits, such as subdivisions, shopping centers and other sites where city services would be provided.
 - Worked closely with county officials, MDOT personnel, Natural Resource

Shows, Dearman & Waits, Inc.

Conservation Service, USACE, Pat Harrison Waterway District, Mississippi Development Authority and other state and federal agencies that provided funds for infrastructure improvements.

- Worked closely with Mississippi Power Company, Electrical Engineers and City Consulting Engineer Shows, Dearman & Waits to prepare plans, specifications and contract documents for energy efficiency and conservation projects for the City of Hattiesburg. These projects included
 1. Converting all traffic signals to LED
 2. Converting fluorescent lighting to energy efficient fluorescent lighting in City Hall, community centers, engineering office and other city owned buildings.
 3. Replaced floating aerators and controls to more energy efficient aerators and controls at South Lagoon.
 4. Replace heating and cooling units at Police Complex to more energy efficient units.
 5. Replaced heating and air conditioning units in majority of city owned building to more energy efficient units.
 6. Reviewed all plans and specifications on newly constructed buildings to assure they were built using the most energy efficient lighting, heating and air condition units. Also reviewed window, doors, and insulation to assure building was energy efficient.

- November 1969 – October 1990 **Owner of Sellers Consulting Engineers:** Designed numerous water and sewer projects for rural water and sewer associations. These projects included gathering information and mapping for potential customers and computing probable cost for said improvement. These projects included designing of water distribution systems, wells, elevated tanks, pressure tanks, chlorination system and treatment facilities where needed sewer system design included sewer collection systems, pumping stations, sewer treatment facilities including lagoons and mechanical treatment plants.

Numerous subdivisions were designed and engineering services were provided for said subdivisions in South Mississippi. These services included design of roadways, drainage, sewer collection, sewer treatment facilities where needed, water distribution systems, and obtaining approval from the City, County or State Agencies such as MS State Board of Health and MS Department of Environmental Quality.

- August 1960 – October 1969 **Performed Engineering and Construction Management for Construction Company:** Was engaged in construction of water distribution systems, renovation of water treatment plants, installing sewer collection lines, sewer pumping station, waste water treatment plants, including lagoons and mechanical plants. Company also engaged in roadway and drainage projects and infrastructure in subdivisions and petroleum facilities in Mississippi, Louisiana, and Alabama.
- July 1957 – July 1960 **Sanitary and Industrial Engineer, United States Air Force:** Performed inspections of waste water treatment facilities, and potable water treatment plants and worked with hospital commander in preventative medicine. Approximately 18 months at Sheppard Air Force Base, Wichita Falls, Texas and approximately 18 months at Clark Air Force Base in the Philippines.

Nicholas Connolly, PE, PLS

<i>Title</i>	Vice President Project Engineer Partner	
<i>Education</i>	Bachelor of Science Civil Engineering Texas A & M University, 1990	
<i>Registration</i>	Mississippi Engineer: Mississippi Land Surveyor:	P.E. No. 12791 P.L.S. No. 2973
<i>Employment</i>	Shows Dearman & Waits, Inc. nick@sd-w.com	Tenure: Since 1996

Experience

- **Road and Highway Project Engineer/Surveyor** for multiple comprehensive design and reconstruction projects including U.S. Highway 49; MS State Route 57; MS State Route 198; U.S. Highway 84; US Highway 11; MS State Route 513; local municipality Eastabuchie Road; Bonhomie Road; Sullivan Drive; and W. L. Runnels Industrial Park Drive. Project details are available upon request.
- **Bridge (Comprehensive) Design Engineer/Surveyor** including substructure, beams, superstructure, and other key design elements. Examples of this work is seen at Peps Point Road Bridge (over Bowie River); Hurricane Creek Road Bridge (over Red Creek); and Old Highway 49 Bridge (over Black Creek). Other projects and details available upon request.
- **Box Culvert Design Engineer and Project Construction Manager** for projects successfully meeting the required structural and hydraulic standards of the Mississippi Department of Transportation. An example of one project was a culvert structure with two 45-degree bends having to fit the structure under an existing road with very low cover. Other projects and details available upon request.
- **Surveyor and Project Manager** for various types of complex survey projects including cadastral boundary surveys, ALTA/ACSM land title surveys, topographic surveys, geodetic surveys, as-built surveys, etc.
- **Highly Skilled in Design Computer Programs** for these types of projects including Microstation V8 with Geopak as used by MDOT, Trimble Geomatics Office, and Microsoft Excel.
- **ALTA/ACSM Surveys** including the Faulkner and Ross buildings in the City of Hattiesburg, the Overlook Apartment complex, the Pepsi Bottling plant in the Forrest County Industrial Park.
- **Municipal Water Systems:** Possesses excellent qualifications in analysis and design of water systems. Experience includes: (1) Hydraulic analysis of a complex moderate-sized city water system of approximately 50,000 customers including 6 elevated water tanks, 2 water treatment plants, 10 water wells, 3 pump stations, and thousands of feet of water line

- for the City of Hattiesburg; (2) Hydraulic analysis of a small city water system of approximately 1,500 users for the City of Collins; (3) Hydraulic analysis of a water system for approximately 1,000 students and requisite fire flows for the Pearl River Community College located in Poplarville; (4) Hydraulic analysis of a small city water system of approximately 1,200 users for the City of Lumberton, and (5) The analysis of a rural utility district system of approximately 1,500 users for the Glendale Utility District.
- **Elevated Water Tanks:** The design of a 75,000 gallon tank for Pearl River Community College located at Poplarville; the design of a 300,000 gallon tank for the City of Collins, and the design of a 150,000 gallon tank for the Glendale Utility District.
 - **Sewer System Analysis and Design:** The design of sewer collection systems for various local subdivisions; current ongoing analysis of the City of Hattiesburg sewer system, and the rehabilitation of the South Lagoon of the City of Hattiesburg, including the addition of a new 20 mgd capacity chlorination basin.

Shea E. McNease, P. E.

Title

**President
Project Engineer
Partner**



Education

Bachelor Science
Civil Engineering
Mississippi State University,
1999

Registration

Mississippi Engineer: P.E. No. 16793

Employment

Shows Dearman & Waits, Inc. Tenure: Since 2004
shea@sd-w.com

Experience

- **Roadway and Bridge Engineer:** Involved in the management of the design and construction of various transportation projects such as the reconstruction of Martin Luther King Drive, West Access Road and Improvements to Classic Drive in Hattiesburg, MS, as well as, the design of various local bridges and box culverts in Forrest County.
- **General Construction Project Manager**
- **Excellent Qualifications in State and Federal Permit Processing**, which has developed constructive relationships with the US Army Corps of Engineers, Mississippi Department of Environmental Quality, Mississippi Department of Marine Resources, Mississippi Department of Transportation, as well as other state and federal agencies.
- **Fluent and Proficient in Computer Program Design** used daily as a tool to complete intricate project tasks efficiently and professionally

Practical Drafting Experience and Management Skills aid in the ability to produce project plans and direct draftsmen in their timely and successful completion of projects.

- **Sewer Systems Design Engineer:** Project design and construction engineer for the 2008 Sewer Extension Project in the Town of Mt. Olive, MS and for the Infrastructure Improvements Project for the Innovation and Commercialization Park for the City of Hattiesburg, MS.
- **Water Systems Design Engineer:** Oversaw the design and construction of water system extension projects for the City of Hattiesburg and Rawls Springs Utility District. Also, was project engineer for an elevated tank and well in the Town of Collins, MS.
- **Site Planning and Drainage Project Engineer:** Designed civil plans for site development and drainage projects for private individuals, architects, and municipalities. Some examples of these projects are Career Technology Center at Pearl River Community College, William Carey University, School of Osteopathic Medicine, and the Town of Mt. Olive Cotton St. Drainage Project.

Lawayne Smith

Title

**Chief Draftsman
AutoCAD Technician**

Education

Associates Degree
Drafting and Design
Copiah – Lincoln Junior
College, 1982

Employment

Shows Dearman & Waits, Inc. Tenure: Since 1992
lawayne@sds-w.com



Experience

- **10 Years Working in MDOT Roadway Design Division**
 - **Achieved Over 30 Years Experience in Preparation of Construction Plans for Highway Projects** including two and four-lane bridge replacements and urban projects. He has demonstrated proficient use of the “Mississippi State Highway Department Design Manual,” “Roadway Design Standards Drawings,” “Mississippi Standard Specifications for Road and Bridge Construction,” and the “Manual on Uniform Traffic Control Devices.”
 - **Highly Skilled in Drafting and Design**, including the computation of quantities, such as earthwork, pavement, drainage, structures, traffic control items, vegetation and roadside safety items, the completion of appropriate drawings, including index sheets, quantity sheets, plan-profile sheets, traffic control details, details of intersections, striping details and cross-section, and final plan assembly.
 - **Water and Sewer Extension Chief Draftsman and AutoCAD Technician** for the Cities of Hattiesburg, Collins, Petal, Lumberton, along with various water associations and private enterprises. These projects include water main extensions for fire protection, upgrade of existing water lines to increase sizes and relocation of lines due to roadway construction requirements.
 - **Sanitary Sewer Expansion Plans:** Successfully completed comprehensive construction plans for the installation of approximately 27,000 linear feet of a sanitary sewer line, three sanitary sewer lift stations, and reconfiguration of an existing aerated lagoon for the Rawls Springs Utility District.
 - **Demonstrated Essential, Accurate Interpretation** of survey field notes and existing “As Built” drawings, which is vital to projects. Mr. Smith’s expertise in detailed drawings and interpretation is a major function in minimizing delays in construction due to the location of sanitary sewer systems under existing roadways.
- Other Projects*
- Chief Draftsman for Andrews Road Construction; concrete road repair; bridge replacement; and central vehicle wash facility – MS Military Department, Camp Shelby
 - Chief Draftsman/CAD Tech for Lincoln Road Extension – City of Hattiesburg

Shows, Dearman & Waits, Inc.

- Chief Draftsman/CAD Tech for sewer and water extensions – City of Collins

Rick E. Sullivan, Jr., P.L.S.

Title **Designer/Drafter
AutoCAD Technician**

Education Bachelor of Science
Architectural Engineering
Technology
University of Southern
Mississippi, 1999

Registration Mississippi Surveyor P.L.S. No. 3276



Employment Shows Dearman & Waits, Inc. Tenure: Since 1999
rick@sd-w.com

Experience

- **Proven Ability for Roadway Plan Management** of information gathering and processing, as well as construction plan assembly and production to ensure consistency, accuracy, legibility, and graphic representation for roadway extension and /or reconstruction projects. Roadway construction plans include tens of miles of plans and profiles of roadways of various widths and types ranging from two-lane rural roads to four-lane divided boulevards, cross sections, drainage structure and retaining wall plan and details, traffic control plans, signage plans, erosion control plans as well as standard and special design details. Plans also include various state, local and private permits. The most recent plan productions include the “Innovation and Commercialization Park Infrastructure Improvements” (Phase I and II, Phase III design is ongoing) for the Area Development Partnership in conjunction with University of Southern Mississippi and the City of Hattiesburg; the “Reconstruction of Martin Luther King Boulevard for the City of Hattiesburg; “The Preserve” for a private developer in Lamar County, Mississippi; “The Village Redevelopment Project” and “J.T. Davis Redevelopment Project” for Wallace, Roberts and Todd, LLC in Meridian, Mississippi as well as various other roadway extension and /or reconstruction projects for the City of Hattiesburg, City of Collins, and several subdivisions of varying sizes.
- **Fluent and Proficient in All Aspects of Drafting and Design** using Autodesk® AutoCAD 2007® and Autodesk® Land Desktop 2007® with Civil Design 2007® , Corel® WordPerfect® Office 11, Microsoft® Office 2003 and various graphics programs by Adobe Systems Inc.® to produce surveys, maps, technical drawings and details for water, sewer, road and structural plans. Proven ability for design, plan production, and assembly responsibility.
- **Highly Skilled in All Phases of Land Surveying** including legal boundary surveying, topographic surveying, and GPS surveying. Demonstrated ability for management of information gathering and processing to ensure consistency, accuracy, legibility, and graphic representation and production of surveys, topographic maps, and subdivision

plats. Surveying skills are used in the production of various types of maps, master plans, water & sewer plans and roadway plans.

- **Successful Mapping Project Performance** for management of information gathering and processing, as well as map assembly and production to ensure consistency, accuracy, legibility, and graphic representation for hydraulic analysis maps, sewer analysis maps, property maps, and information maps. The most recent map productions include “Hydraulic Analysis Maps” for the City of Hattiesburg, City of Petal, Arlington Water Association, Calhoun Water Association, Dixie Water Association, Glade Utility District, J.P. Utility District, Sharon Water Association, Sunrise Utility Association, and Whistler Water Association; “Sewer Analysis Maps” for the City of Hattiesburg and the City of Petal; “Property Maps” for the Area Development Partnership and City of Petal; “Information Maps” for the City of Collins, the City of Hattiesburg and the City of Petal.
- **Demonstrated Successful Planning Ability** for management of information gathering and processing as well as map and plan assembly and production to ensure consistency, accuracy, legibility, and graphic representation for master planning maps, subdivision planning maps, and site plans. The most recent planning map and plan productions include the “Master Plan Map” for the Area Development Partnership in conjunction with the University of Southern Mississippi for the *Innovation and Commercialization Park (which lead to an ongoing multi phase water, sewer and roadway expansion project)*; the “Expansion Map” for the City of Petal for the *Expansion of Friendly Park Project*; the “Proposed Bike Trail Map” for the City of Petal; various “Site Planning Maps” for the Area Development Partnership for the purpose of luring perspective businesses to the City of Hattiesburg and surrounding Area; “Site Construction Plans” for Albert and Associates for the National Guard Armory in Poplarville Mississippi, and “Site Construction Plans” for Landry and Lewis Architects for Mississippi Gulf Coast Community College. The most recent subdivision planning map productions include “The Preserve” for a private developer in Lamar County, Mississippi (*which lead to water, sewer and roadway construction plans and a subdivision plat*) and “The Village Redevelopment Project” and “J.T. Davis Redevelopment Project” for Wallace, Roberts and Todd, LLC in Meridian, Mississippi (*which was the result of a multi phase water, sewer and roadway reconstruction project*).
- **Possesses Water and Sewer Project Plan Expertise** in management of information gathering and processing, as well as construction plan assembly and production to ensure consistency, accuracy, legibility, and graphic representation for water and sewer expansion and/or rehabilitation projects. Water construction plans include elevated storage tanks, booster stations, treatment facilities, thousands of feet of various sizes and types of new water line, service connections as well as installation details. Sewer construction plans include, lift stations, various types and sizes of manholes, thousands of feet of various sizes and types of sewer gravity and pressure line, service connections, erosion control plans and standard and special design installation details. Plans also include various state, local and private permits. The most recent plan productions include the “Water System Expansion” (Contracts 1 - 4) and the “Sewer System Expansion” (Contracts 1, 2 & 4) for the City of Hattiesburg; “Sewer System Rehabilitation” (Contracts 1 - 3) for the City of Hattiesburg; “Water Fluoridation System” for the City of Petal; “Innovation and Commercialization Park Infrastructure Improvements” (Phase I and II,

Phase III design is ongoing) for the Area Development Partnership in conjunction with University of Southern Mississippi and the City of Hattiesburg; “The Preserve” for a private developer in Lamar County, Mississippi; “The Village Redevelopment Project” and “J.T. Davis Redevelopment Project” for Wallace, Roberts and Todd, LLC in Meridian, Mississippi as well as various other water and sewer expansion and/or rehabilitation construction projects for the City of Hattiesburg, City of Petal, City of Collins, City of Lumberton, and several subdivisions of varying sizes.

Proposal for Engineering Professional Services



City of Hattiesburg Parks and Recreation Department

WENGINEERING, P.A.

301 Central Avenue East
Wiggins, MS 39577

Office (601) 928-5981
Fax (601) 928-5984

TABLE OF CONTENTS

Cover Letter
Submittal Cover Sheet
Company Profile
Mississippi License
Capacity for Performance
Description of Staff
Statement of Qualifications
Resumes of Key Staff Members
Project History
Overview of Experience
Examples of Relevant Projects
Signature Page
Contact Information

W ENGINEERING, P.A.

301 Central Avenue East
Wiggins, MS 39577

Office (601) 928-5981
Fax (601) 928-5984

June 2, 2017

City of Hattiesburg
City Clerk's Office
200 Forrest Street
Hattiesburg, MS 39401

**Re: Request for Proposal No. HTGEY01 – Parks and Recreation
Proposal for Engineering Professional Services
City of Hattiesburg – Parks and Recreation**

Selection Committee Members,

W Engineering, P.A. wishes to respond to your request for proposals for Engineering Professional Services for the City of Hattiesburg Parks and Recreation. Enclosed is our proposal for your consideration.

Locally owned and operated since 2001, W Engineering has over 15 years experience with various community development programs and activities that address all aspects of a municipality and its vision for the future. Many of those projects have included design, administration, and construction of public facilities and improvements; construction inspection; community development projects; and local, state, and federal permits. Our experience includes work on several community recreational facilities in Stone County including Hood Fields, the Jerry J. Fairley Recreation and Sports Complex, and the Reynolds Field Recreation Complex. A complete list of projects is provided in the Experience section of the enclosed proposal.

Given the above qualifications and experience, we are confident that W Engineering is fully equipped to successfully meet the demands of this project. We would appreciate the opportunity to work with the City of Hattiesburg and look forward to hearing from you soon. If you need additional information about our firm or services, please feel free to contact me.

Respectfully submitted,

W ENGINEERING, P.A.
Represented by:



Hollis S. "Pete" Williams, PE/PS
Professional Engineer/ Surveyor
President – W Engineering, P.A.

CITY OF HATTIESBURG

ARCHITECTURAL AND ENGINEERING PROFESSIONAL SERVICES

REQUEST FOR PROPOSALS # HTGEY01 – PARKS & RECREATION

Released: 10 MAY 2017

Submittal shall be sent to:

City of Hattiesburg
City Clerk
200 Forrest Street
Hattiesburg, MS 39401

Sealed Proposal should be clearly marked:
RFP # HTGEY01 – PARKS & RECREATION
ARCHITECTURAL AND ENGINEERING
PROFESSIONAL SERVICES

SUBMITTAL COVER SHEET

The Entity and the Officer with authority to commit for the Entity are:

RESPONDENT: <i>W Engineering, P.A.</i>	FEDERAL ID OR SOCIAL SECURITY NO. <i>64-0947860</i>
STREET ADDRESS: <i>301 Central Avenue East</i>	P.O. BOX: ZIP:
CITY & STATE & ZIP: <i>Wiggins, MS 39577</i>	TELEPHONE NO. <i>601-928-5481</i>
NAME & TITLE OF PERSON SIGNING: <i>Hollis S. "Pete" Williams</i>	FAX NUMBER: <i>928-5484</i>
PROPOSAL IS FROM A/AN: ☒ Corporation organized and existing under the laws of the STATE OF <i>Mississippi</i> ☐ Partnership ☐ Individual	E-MAIL: <i>pw@weng-ms.com</i>

NON-COLLUSION

The undersigned certifies that the Entity has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered by this proposal invitation.

PROPOSAL CERTIFICATION

The Undersigned certifies that to the best of their knowledge:

☒ There is no officer or employee of the City of Hattiesburg who has, or whose relative has, a substantial interest in any contract award subsequent to this proposal.
☐ The names of any and all public officers or employees of the COH have, or whose relative has, a substantial interest in any contract award subsequent to this proposal are identified by name as part of this submittal.

The Undersigned further certifies that the Entity ☒ is or ☐ is not currently debarred, suspended or proposed for debarment by any federal or State agency. The undersigned agrees to notify the COH of any change in this status, should one occur, until such time as an award has been made under this action.

Date: *6-2-17*

Entity Name: *W Engineering, P.A.*

By: *Hollis S. "Pete" Williams*

Print Name: *Hollis S. "Pete" Williams*

Company Profile

Mississippi State Board of Registration for

Professional Engineers
and
Land Surveyors



TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

BE IT KNOWN THAT

Hollis Sherron Williams, Jr.

Having satisfactorily met the requirements prescribed by law has been duly registered as a Professional Engineer, is entitled to all the rights and privileges of a registered Professional Engineer, is hereby entitled to engage in the practice of Engineering in accordance with the laws of the State of Mississippi, and is issued this certificate of registration as a

Professional Engineer

IN WITNESS WHEREOF, the Mississippi State Board of Registration for Professional Engineers and Land Surveyors grants this Certificate No. 14251 under its seal at Jackson, Mississippi this 7th day of July, 1999



SECRETARY
PRESIDENT

CAPACITY FOR PERFORMANCE



W Engineering & Geotechnical Offices

W Engineering, P.A. was formed in 2001 and has built its practice on the principles of providing quality service on time and within budget while building long-term relationships with local clients.

W Engineering is a full-service engineering firm qualified to provide the following services:

Civil engineering; design and planning; feasibility studies; environmental assessments; public hearings, meetings, and presentations; public bids; contract award; state and local permitting; construction administration; boundary and topographical surveying; construction stakeout



W Engineering & Geotechnical Staff

Located in Wiggins, Mississippi, W Engineering is conveniently located approximately 40 miles north of Biloxi.

W Engineering currently employs a well-balanced staff of professional and support personnel with experience in a variety of engineering fields. If selected to provide engineering and design services for this project, we would be able to provide adequate staffing necessary to successfully meet the demands of this project.



W Engineering & Geotechnical Offices

Our Principal and Professional Engineer, Hollis S. "Pete" Williams, would serve as the main point of contact. Resumes of our key staff members who may be associated with this project are set forth herein in the Qualifications Section.

Description of Staff

STATEMENT OF QUALIFICATIONS



W Engineering, P.A., locally owned and operated since 2001, provides a full array of Professional Engineering services, including feasibility studies; public hearings, meetings, and presentations; engineering design with appropriate plans and specifications; public bids; contract award; all state and local permitting; and construction administration. We also provide land surveying services, including property surveys, topographical surveys, construction stakeout, Storm Water Pollution Prevention Plans (SWPPP), and construction inspections. In 2005, our affiliate company, W Geotechnical and Testing, Inc., integrated its resources to provide geotechnical explorations and construction materials testing services. Together, our firms provide a multitude of essential services in all phases of projects, from concept to completion.



W Engineering maintains a staff of professional and technical associates including engineers, surveyors, technicians, and draftsmen, with experience in a variety of engineering fields. Every member of our team possesses the skills and abilities necessary to successfully fulfill the demands of each project.



Our projects have included design and construction management of municipal and publicly owned utility associations, sanitary sewer collection systems, municipal waste water treatment facilities, storm water drainage systems, roads and bridges as well as commercial buildings and subdivisions. We are thoroughly familiar with State and Federal Funding Programs, such as those through the CDBG, MDOT, USACE, USDA, MDA, FEMA/MEMA, FAA and many others. We manage every stage of the project starting with public meetings and public input, conceptual layout and planning, funding acquisition, and regulatory requirements.



Upon acceptance of a project, a Professional Engineer as Project Manager is assigned responsibility for the project for its duration, thereby providing experienced team supervision and technical expertise. A project team is developed and works as an extension of the client's staff to incorporate the client's desires into the final design. Consistent factual communication between the Project

Manager and the client is the cornerstone for building client relations and avoiding surprises at project completion. Project Managers and Principals are involved in the progress of each project from start to finish in order to achieve our objective of providing quality work within established time frames and budgets.

W Engineering has available a complete in-house surveying section to ensure timely performance of each critical step of the project. We also use Global Positioning Surveying (GPS) whenever possible to enhance the design process and increase efficiency.

W Engineering provides a wide variety of CAD and computerized design services using the most up-to-date computerized drafting software available so as to provide accurate plan packages and files that are accepted throughout the industry. In conjunction with CAD software, we also use Autodesk surveying and civil engineering packages to automate the design process. Surveying data is seamlessly downloaded from our Topcon Total Station surveying instruments into our CAD stations to avoid transcription errors. Full hydraulic network analyses are conducted using the acclaimed KY Pipe software developed by the University of Kentucky. The KY Pipe analysis capability enables complex designs such as municipal water systems or complex sewer systems to be designed for optimum performance. W Engineering's state-of-the-art design capabilities represent our dedication to providing excellent design solutions for our customers.

In addition to the usual array of office, drafting, engineering and survey equipment, we also utilize many types of specialized equipment. Some of the specialized equipment includes: automatic levels, total station computerized surveying instruments, robotic surveying equipment, a subsurface drilling rig, and a soils and material testing lab, all of which support our efforts to provide accurate and efficient services.

W Engineering possesses the resources and expertise to effectively combine excellent design with diligent construction inspection in order to deliver successful completion of a project. W Engineering has the experience to ensure that construction of a project meets or exceeds the design specifications. In addition to our engineers and inspectors who monitor construction, we also have access to a material testing laboratory and portable testing equipment in order to establish and verify material characteristics.

W Engineering maintains a comprehensive risk management program which includes insurance policies for professional liability, general liability, workman's compensation, as well as equipment and vehicle coverage. Certificates of insurance can be furnished upon request.

Hollis S. “Pete” Williams, PE, PS

President, W Engineering, P.A.
Professional Engineer/Surveyor

EDUCATION

Mississippi State University, B.S.
Civil Engineering, December 1994

Mississippi Gulf Coast Community College
Associates of Arts in Engineering, December 1990

MILITARY EDUCATION

Engineering Officer Basic Course (EOBC)
Fort Leonardwood, MO, January 1993
Construction Management Skills

Officer Candidates School (OCS)
Mississippi Military Academy, August 1992
Infantry Officer Commission

Advanced Individual Training and Basic Training
Fort Leonardwood, MO, November 1989
Carpenter and Mason Certificate

REGISTRATION

State of Mississippi
Professional Civil Engineer, License No. 14251
Registered Land Surveyor, License No. 02946

State of Alabama
Professional Civil Engineer, License No. 26266

EXPERIENCE

W Engineering, P.A., Wiggins, MS
Principal Engineer, December 2001 to Present
Conceptual layout, preliminary design, complete design, construction administration, staff recruitment, management of daily operations, and client contact. Diverse clientele base including the City of Wiggins (City Engineer), County of Stone (County Engineer – Special Projects), Janice Water Association, Inc. and the private sector.

Batson and Brown, Inc., Lucedale, MS
Project Engineer & Wiggins Office Manager, May 2000 to October 2001
Preliminary design, design and construction administration of civil projects including city street and drainage sewer collection, water distribution, waste water treatment, county roads and bridges, and elevated water storage.

Brown & Mitchell, Inc., Gulfport, MS

Project Engineer, June 1998 to April 2000

Conceptual layout, design contract, administration of civil projects for municipal and private sector including streets and drainage, sewer, water and site plans.

Simmons Consulting Engineers, P.A., Hattiesburg, MS

Geotechnical Engineer, December 1994 to June 1998

Subsurface exploration and soils laboratory operations, survey supervisor, principal designer of civil projects such as subdivision layout, water, sewer, road and bridge plans.

Mississippi Army National Guard

Enlisted Ranks, 1989 through 1992

Assignments: 890th EN BN, CO C – Det 1

Officer Ranks, 1992 through 2000

Assignments: 223rd EN BN, HSC – Heavy Equipment Platoon Leader
223rd EN BN, S-3 – Operation Officer's Assistant
890th EN BN, CO C – Horizontal Platoon Leader
890th EN BN, CO C Det 1 – Detachment Commander
890th EN BN, S-3 – Operation Officer's Assistant

PROFESSIONAL SOCIETIES

MS Engineering Society, President, Coast Chapter 1999 to 2001
MS Engineering Society, Regional Vice President 2004
MS Engineering Society, Member 1994 to Present
National Society of Professional Engineers, Member 1994 to 2000
Society of American Military Engineers, Member 1994 to 2000
American Society of Civil Engineers, Member 1994 to 2000
American Consulting Engineers Council, Member 1999 to Present

Samuel C. “Chuck” Lewis

Designer

EDUCATION

Maryland Drafting Institute
Springfield, VA

Stafford Senior High School
Stafford, VA

EXPERIENCE

W Engineering, P.A., Wiggins, MS
Junior Designer, August 2006 to Present
Preliminary layout to final layout on various civil projects using AutoCAD Civil 3D, prepares survey plats for various surveying jobs meeting the minimal technical standards for the State of Mississippi, coordinates CAD Draftsmen, survey crews and data research needed to accomplish projects in a timely manner.

Express Technologies, Fredericksburg, VA
Draftsman, 2005 to 2006
Engineering for fiber optic cable, land surveying, created drawings showing locations of utilities, designed and created drawings presenting the placement of new communications fiber including installation details, and designed and created drawings to show traffic control plans redirected around proposed work areas.

Jefferson Millwork, Sterling, VA
Draftsman, 2004 to 2005
Generated shop drawings, produced standard details and material specifications for cabinets, countertops, wall panels, millwork and display cases using architectural plans, and took field measurements.

Casework Systems, Stafford, VA
Draftsman, 2004 to 2004
Generated shop drawings, produced standard details and material specifications for cabinets, countertops, wall panels, millwork and display cases using architectural plans, utilized information from architectural plans to create lists of casework for bid proposals; built and installed cabinets and countertops, and took field measurements.

Express Technologies, Manassas, VA
Draftsman, 2000 to 2004
Engineering for fiber optic cable, land surveying, created drawings showing locations of utilities, designed and created drawings presenting the placement of new communications fiber including installation details, and designed and created drawings to show traffic control plans redirected around proposed work areas.

Creative Dimension Group, Fredericksburg, VA
Draftsman, 1999 to 2000
Generated shop drawings, produced standard details and material specifications for cabinets, countertops, wall panels, millwork and display cases using architectural plans.

Robert J. Hoskin, Jr.

Survey Crew Chief

EDUCATION

Coconut Creek High School
Broward County, FL

EXPERIENCE

W Engineering, P.A., Wiggins, MS

Survey Crew Chief, September 2005 to Present
Managing two- and three- man crews on residential and commercial boundary surveys, conducting topographical surveys for commercial site design, performing construction staking and layout for commercial site and subdivision development, and executing ALTA surveys, researching legal deeds and documents for survey coordination and reviewing crew time sheets for accuracy.

Brown and Mitchell Engineering, Gulfport, MS

Instrument Man and Party Chief, April 1999 to September 2005
Conducted topographical surveys for commercial site design, commercial boundary surveys, construction staking and layout for commercial site and subdivision development, and ALTA surveys.

Douglass, Leavy and Associates, Coral Springs, FL

Rodman and Instrument Man, April 1997 to October 1998
Conducted topographical surveys for subdivision development, construction staking and layout for subdivision development, and residential boundary surveys.

Project History

OVERVIEW OF EXPERIENCE

Over the past 15 years, W Engineering has had the opportunity to provide design and engineering services on a variety of civil work projects including airport runway widening, lengthening, and lighting; new road construction; new water and sewer construction; and rehabilitation of existing municipal water and sewer systems. With over 60 years of combined engineering experience, we have a strong background in the following areas:

- General Civil Engineering
- Boundary and Topographical Surveying
- Geotechnical Exploration and Recommendation
- Construction Administration and Inspection
- Phase I Environmental Reports
- Engineering Studies, Planning, and Reports with Cost Estimates
- Endangered Species Surveys
- Grant Research and Grant Writing

We have put our years of experience to work for various government and private sector clients including:

- Stone County Board of Supervisors
- City of Wiggins
- JBHM Architects, P.A. (Architectural Firm)
- F. Walker & Associates (Architectural Firm)
- United States Military Department – Camp Shelby
- Federal Aviation Administration – Dean Griffin Memorial Airport
- Mississippi Department of Transportation (MDOT)
- Stone-Wiggins Recreation Association
- Piney Woods Pellets (Private Industrial Development)
- Combined Utilities, Inc. (Private Water Board)
- Trinity Timber (Jackson County) (Private Residential Development)
- H and H Investments (Private Residential Development)
- Janice Utilities (Private Water Board)
- Eley Guild Hardy Architects (Architectural Firm)
- Allred Architectural Group (Architectural Firm)

We are well-informed on all current guidelines and requirements of local, state, and federal agencies, and we regularly receive approval of our designs by MDEQ, MDOT, MSDH, MDA, USACE, MDWFP and others.

EXAMPLES OF EXPERIENCE

<u>Project</u>	<u>Description of Work</u>	<u>Construction Cost</u>
City of McLain CDBG 2016	Rehabilitation of the City's aging sewer collection system to reduce the inflow and infiltration (I&I) and to upgrade existing lift/pump stations	\$450,000
Dean Griffin Memorial Airport Fuel Tank 2016	Construction of a new fueling system with 5,000 gallon UL2085 double wall gas tank with a credit card payment system along with gopher surveys and clearing of obstructions	\$250,000
City of Wiggins Sewer Rehab 2014	Rehabilitation and/or replacement of gravity sewers, manholes and force mains throughout the City of Wiggins as required to upgrade the existing sewer system and to limit the inflow of rainwater. (Funded by MDEQ SRF Loan Program)	\$1,600,000
Pat Harrison Waterway District Drainage Project 2015	Drainage improvements for Second Avenue and West College Avenue in Wiggins	\$50,000
City of Wiggins Utility Relocation 2014	Relocation and/or abandoning existing utilities that conflict with proposed MDOT improvements to Highway 49 to install a new traffic signal and make other geometric improvements	\$80,000
CDBG Public Facilities Sewer Rehab 2013	Replacement of over 2,000 feet of sewer main, 8 sewer manholes, and numerous sewer service lines of an existing sewer system and also associated pavement repairs in an 80-acre service area within the City of Wiggins	\$500,000
Dean Griffin Memorial Airport Correction of FAA Violations 2013	All earthwork, paving, lighting, striping and drainage necessary to address all FAA violations of the runway and vertical obstruction in the airspace and to establish a 500' displaced threshold	\$2,000,000
City of Wiggins Paving Project 2013	Existing asphalt repairs and road overlays throughout the City of Wiggins	\$200,000
SCUA Waterline for Quail Ridge Subdivision 2013	Construction of water distribution system in existing community between Quail Ridge Lane & East McHenry Road that was developed without community water in Stone County	\$50,000

<u>Project</u>	<u>Description</u>	<u>Construction Cost</u>
City of Wiggins Waterline Rehab 2012	Comprehensive rehabilitation of the potable water distribution system for the entire City of Wiggins (Funded by MSDH SRF Loan Program)	\$1,400,000
Dean Griffin Memorial Airport Improvement Project 2012	Earthwork pre-load project for a 24' high fill area to accelerate in situ settlement of the soil for future runway lengthening project	\$350,000
USA Real Estate Investment Trust 2010 (End User – MDOT)	Relocation of utilities on Hwy 49 West Frontage Drive in Wiggins to include drainage and road bed paving	\$400,000
City of Wiggins City Maintenance Building 2007	New city maintenance building to include site development and parking areas	\$230,000
City of Wiggins Hangar Replacement Project 2007	Replacement of hangars destroyed or damaged by Hurricane Katrina (Funded through FAA at 100% grant)	\$500,000
DPW Storage Facilities at Camp Shelby 2007	Construction of a new metal building to be used for a Storage Facility for the Director of Public Works of Camp Shelby to include drainage utilities and parking facilities	\$250,000
Ammo Supply Point Storage Facilities at Camp Shelby 2008	Construction of a new metal building to be used for a Storage Facility for the Ammo Supply Point to include site work, lighting, utilities, and parking facilities	\$250,000
Officers' Quarters at Camp Shelby 2007	Construction of a new 2-story Officers' Quarters at Camp Shelby to include civil works (site work, drainage, utilities, and parking facilities). The lead design professional was F. Walker & Associates. We subcontracted the civil design sheets.	\$8,000 (our contract amount)
Stone County Jerry J. Fairley, Jr. Recreation and Sports Complex CDBG 2002	Recreational park comprising 10 acres to include 3 soccer fields, 2 basketball courts, ¼-mile walking track, concession area and facilities (Self-Help Grant)	\$450,000
Janice Water Association, Inc. Perry County 2002	Installation of 15 miles of new water distribution lines and two new deep production wells on two separate potable water systems	\$1,500,000

* Additional Projects Available Upon Request

CITY OF HATTIESBURG

ARCHITECTURAL AND ENGINEERING PROFESSIONAL SERVICES

REQUEST FOR PROPOSALS # HTGEY01 - PARKS & RECREATION

SIGNATURE PAGE

In compliance with this RFP, the undersigned agrees to furnish the services in accordance with the attached Proposal or as mutually agreed upon by subsequent negotiation.

W Engineering, P.A.

Company Submitting Proposal

301 Central Avenue East

Address

601-928-5481

Phone Number

pw@weng-ms.com

Email

Hollis S. "Pete" Williams

Authorized Person Submitting RFP (Print)

Hollis S. "Pete" Williams

Signature

Wiggins MS 39577

City

State

Zip

601-928-5484

Fax Number

www.weng-ms.com

Web Address

President

Title

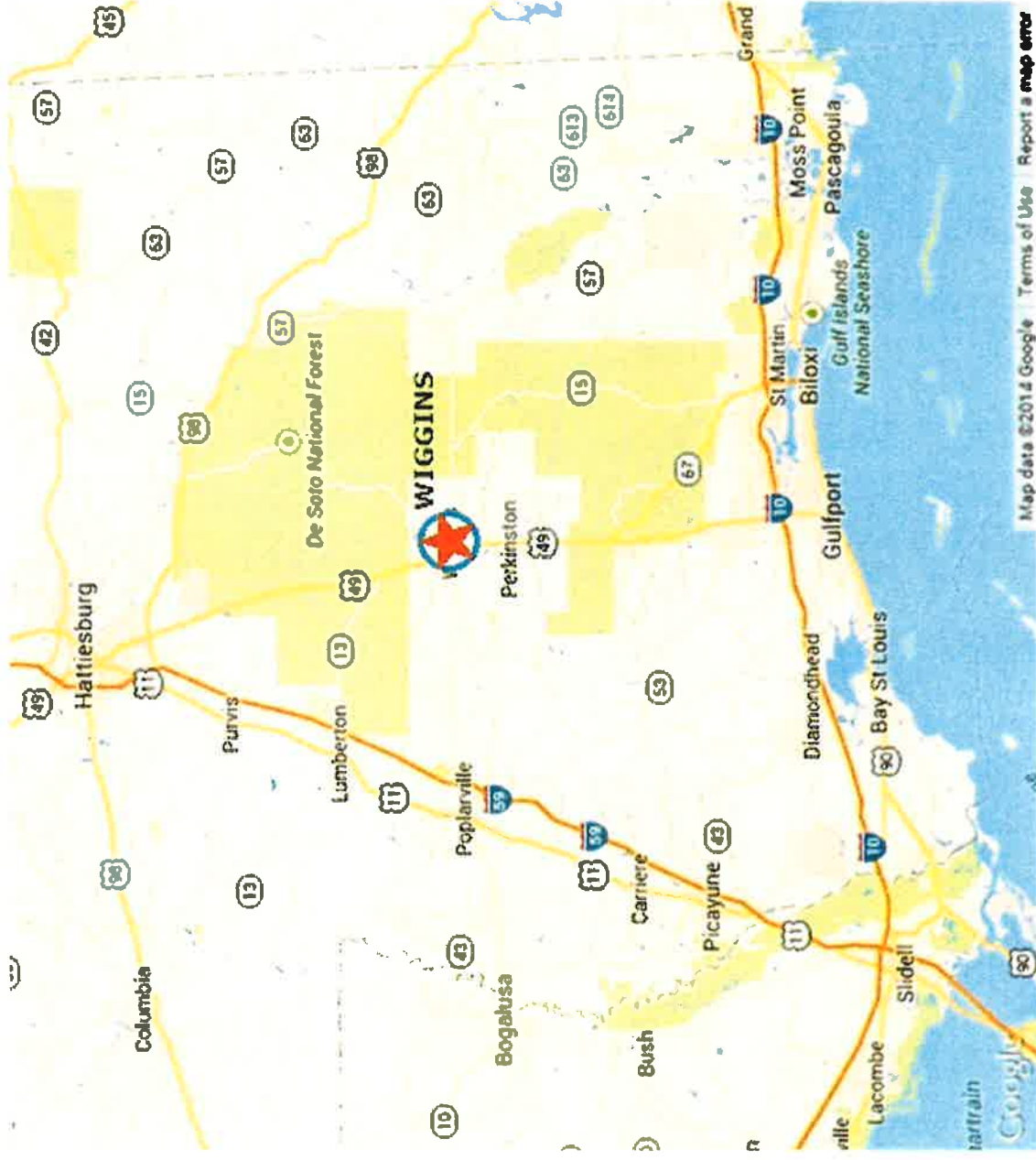
6-2-17

Date

CONTACT INFORMATION

W Engineering, P.A.
301 Central Avenue East
Wiggins, Mississippi 39577
Phone: (601) 928-5981
Fax: (601) 928-5984
Email: pw@weng-ms.com

Office Hours:
Monday - Friday 7:00 am - 5:00 pm



Map data ©2014 Google Terms of Use Report a map error

W Engineering, P.A.

Proposal for Engineering Services



CITY OF HATTIESBURG

ARCHITECTURAL AND ENGINEERING PROFESSIONAL SERVICES

REQUEST FOR PROPOSALS # HTGEY01 – PARKS & RECREATION

Released: 10 MAY 2017

Submittal shall be sent to:
City of Hattiesburg
City Clerk
200 Forrest Street
Hattiesburg, MS 39401

Sealed Proposal should be clearly marked:
RFP # HTGEY01 – PARKS & RECREATION
ARCHITECTURAL AND ENGINEERING
PROFESSIONAL SERVICES

SUBMITTAL COVER SHEET

The Entity and the Officer with authority to commit for the Entity are:

RESPONDENT:	FEDERAL ID OR SOCIAL SECURITY NO.		
Major Design Studio, PLLC	81-5265776		
STREET ADDRESS:	P.O. BOX:	ZIP:	
414-1 Main Street			
CITY & STATE & ZIP:	TELEPHONE NO.	TOLL FREE TEL. NO (800)	
Columbus, MS 39701	662.425.2485		
NAME & TITLE OF PERSON SIGNING:	FAX NUMBER:	E-MAIL:	
Major Andrews IV, Principal	662.855.0131	majordesigns4@hotmail.com	
PROPOSAL IS FROM A/AN:			
☒ (X) Corporation organized and existing under the laws of the STATE OF Mississippi			
☐ () Partnership			
☐ () Individual			

NON-COLLUSION

The undersigned certifies that the Entity has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered by this proposal invitation.

PROPOSAL CERTIFICATION

The Undersigned certifies that to the best of their knowledge:

☒ (X) There is no officer or employee of the City of Hattiesburg who has, or whose relative has, a substantial interest in any contract award subsequent to this proposal.

☐ () The names of any and all public officers or employees of the COH have, or whose relative has, a substantial interest in any contract award subsequent to this proposal are identified by name as part of this submittal.

The Undersigned further certifies that the Entity is or X is not currently debarred, suspended or proposed for debarment by any federal or State agency. The undersigned agrees to notify the COH of any change in this status, should one occur, until such time as an award has been made under this action.

Date: 6/7/17

Entity Name: Major Design Studio, PLLC

By: 

Print Name: Major Andrews IV, AIA, NCARB



**Response to Request for Proposal #HTGEY01 For Architectural/
Engineering Professional Services For The**

**CITY OF HATTIESBURG, PARK AND
RECREATION DEPARTMENT**



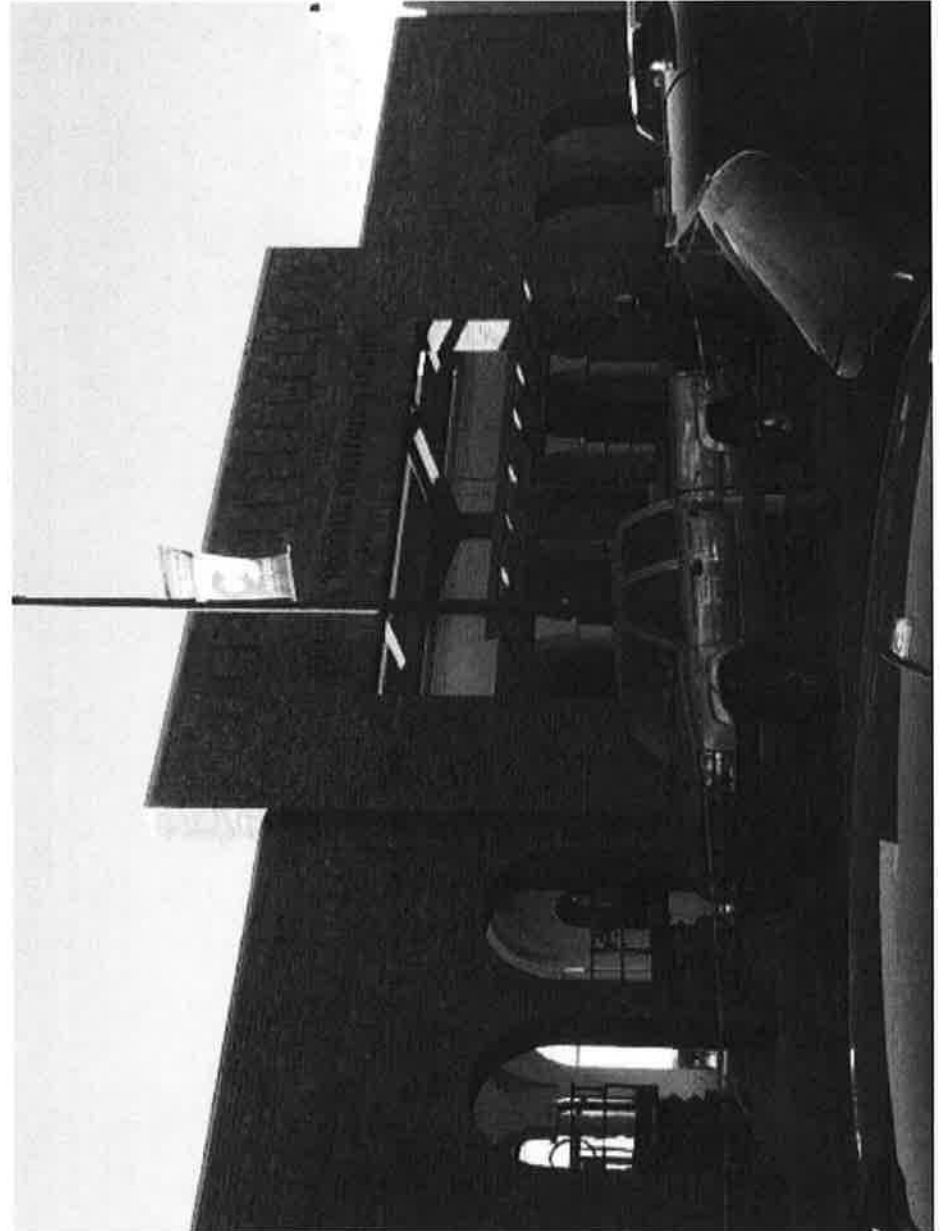
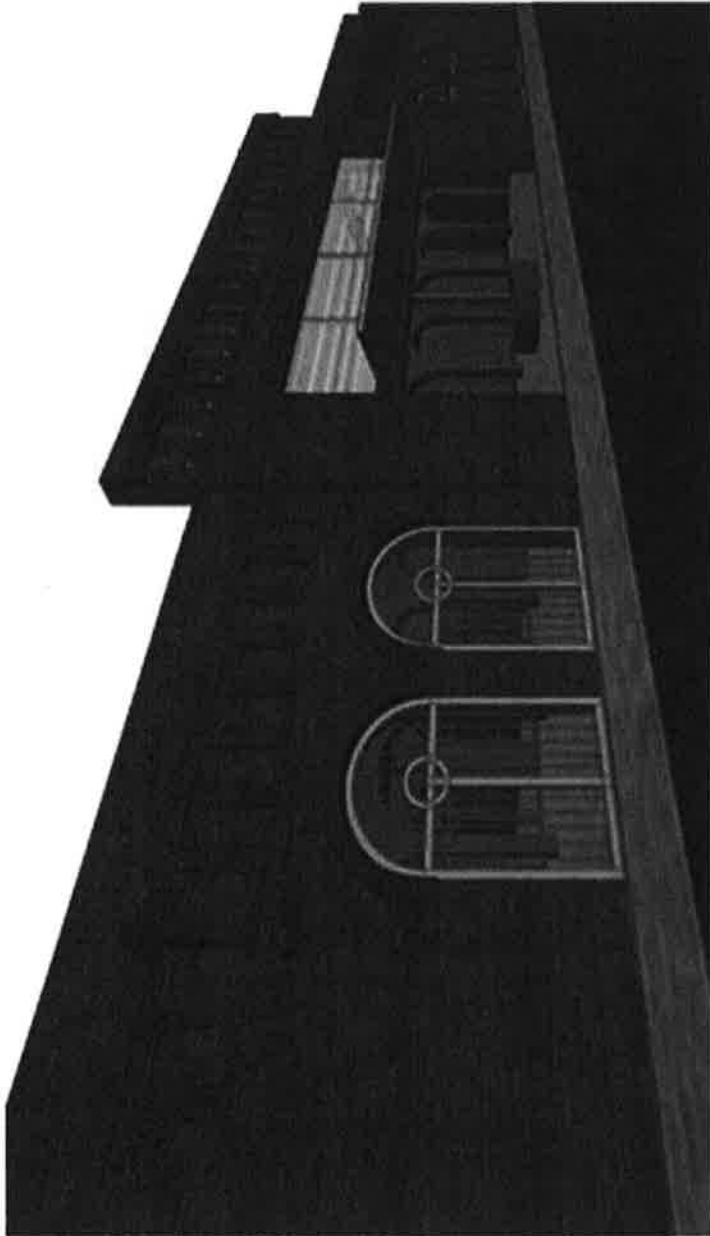


TABLE OF CONTENTS

Section I	SIGNED PROPOSAL COVER
	Cover
	Table of Content
Section II	ACKNOWLEDGEMENT OF
	ADDENDA RECIEVED
Section III	COMPANY PROFILE
	Firm Qualifications
	Mississippi License
Section IV	ORGANIZATION CHART
	Resumes
	Design Experience
Section V	PROPOSED TECHNIQUES
Section VI	QUALITY OF PRODUCTS
Section VII	RFP SIGNATURE PAGE
Section VIII	REFERENCES
Section IX	CONTACT SHEET



SECTION II MAJOR DESIGN STUDIO, PLLC.

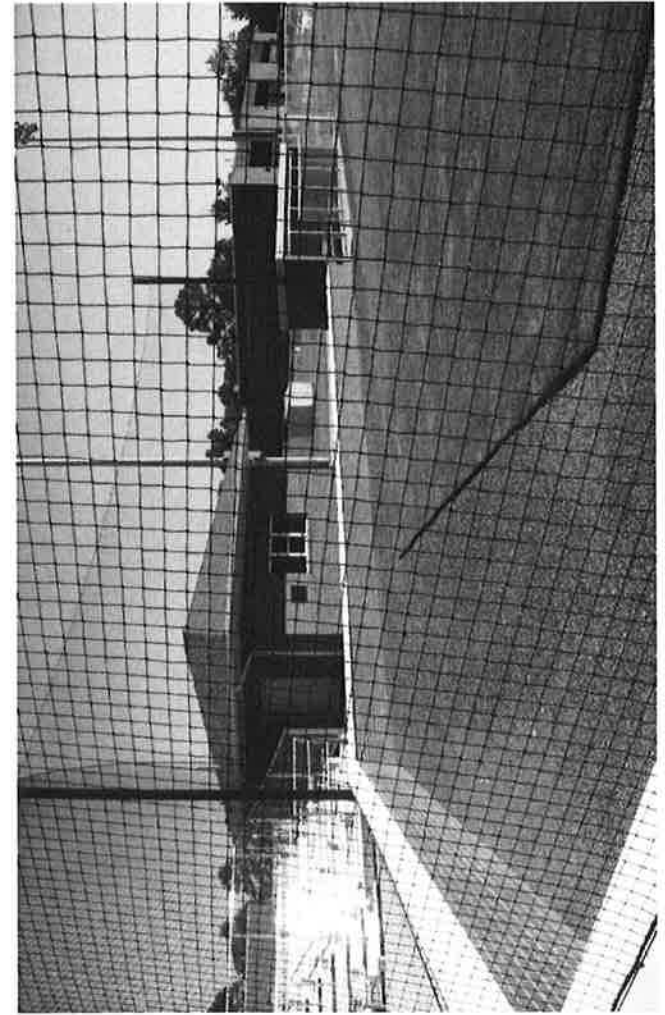
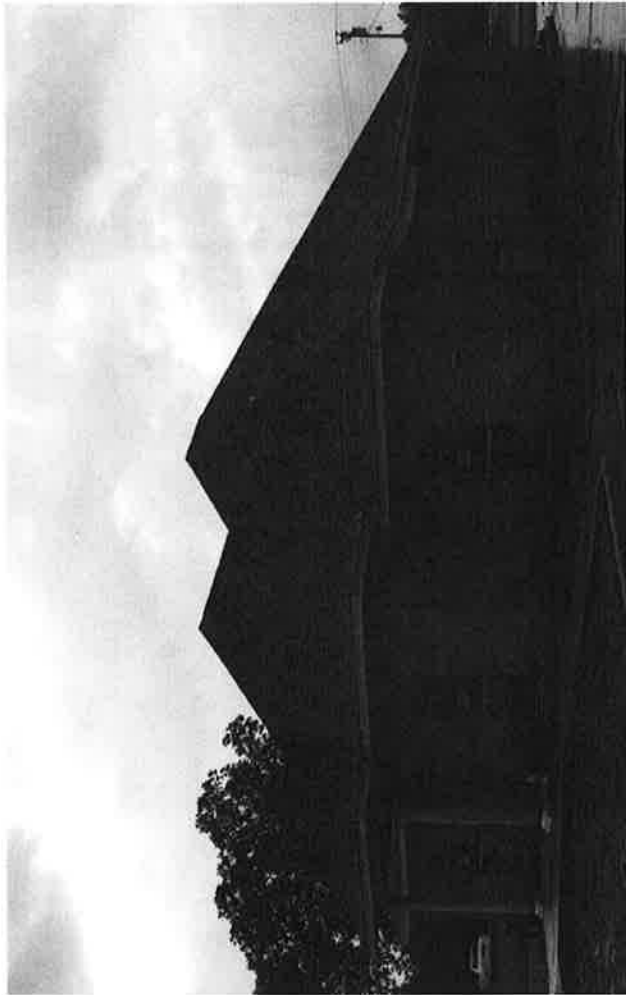




ACKNOWLEDGES THAT NO ADDENDA HAVE BEEN RECEIVED TO DATE

SECTION III

MAJOR DESIGN STUDIO, PLLC.





MAJOR DESIGN STUDIO, PLLC, was created in 2013 to fulfill the need in providing better client interaction and developing memorable spaces. Striving to build a personal relationship with each client is our goal. We feel that remarkable design does not have to be sacrificed for budget. We at Major Design Studio are focused on quality and timelessness at an affordable cost. We use the latest technology to streamline the design process.

MDS offers comprehensive planning, design, and delivery methods to a full range of markets. Possessing qualities of honesty, integrity, hard work and vision, it is our goal to provide a personal relationship with each client, in order, to produce abundantly successful projects.

Passionate about design and meeting the customer's vision, MDS maintains a team of design-oriented architects, designers, and highly skilled technical personnel. We are not encumbered by in-house engineers who try to be experts on every project type. We assemble the best team we can from consultants who are truly expert for your unique project.

To meet the needs of our clients, we have created services that we feel make our firm a holistic provider. This provides efficiency and simplicity to the whole design process.

These services include:

- Architecture
- Planning
- Interior Design
- Program Management
- Landscape Architecture
- Building Information Modeling (BIM) ((BIM))

Major Design Studio, PLLC office is located at:

Major Andrews, AIA, Principal
Ryan Ashford, Assoc. AIA, Associate
414 Main Street
Columbus, MS 39701
662.425.2485
662.855.0131 Fax

EXECUTIVE SUMMARY

MAJOR DESIGN STUDIO pursues each project with passion. We begin by listening to clients' expectations, recognizing the markets, understanding the user and collaborating for results, this in itself provides for a strong sense of place. The passion that we bring to the project translates to the client making them a stakeholder of the project, as well. MDS perceives each project as an opportunity to improve and complement the surrounding environment.



Client. The focus of understanding the needs of a client gives MDS an opportunity to provide creative design solutions that address the needs of the client. Listening is the key component of each successful project. We believe that by careful research, analysis, creativity and interaction with our clients a specific solution will be the end result. Purposeful design is the result of a clear understanding of our clients' needs and aims within the boundaries of time and budget.

Market. At MDS, we understand that knowing market trends and lifestyle preferences, established sound market strategies and identifying creative design solutions are imperative for creating successful places. We help our clients form a strategic plan that is appropriate for the site by evaluating existing demographics, competitive sites, market demand and community need. As an end result, we craft a project vision and program that is clear, concise and attainable.

User. Architecture is what shapes our buildings. Our buildings also shape and influence us in how we live, work and play. This interaction with the environment is what drives Major Design Studio to design better places at any scale and at any budget. Through creative solutions we consider both the user and context in order to achieve meaning, value, purpose and longevity. Architecture should be beautiful in form, proportion and material, while enhancing our lives.



Collaboration. Integration and collaboration of clients and other planning and design consultants generates greater value for a project. MDS provide exceptional design solutions that exceed expectations by seeking out diverse perspectives and expertise. We develop our projects through critique and refinement through an open review process, and we invite clients to actively participate in the process, creating a more holistic solution.

Place. MDS's daily mission is to create special spaces. Being the livability of a family's home to the flexibility of an interior workspace to the identity created by a town square, we put our passion and energy into creating places that will make a difference in people's lives. Possessing that ability should be at the heart and soul of every design professional.

EXECUTIVE SUMMARY

MAJOR DESIGN STUDIO, PLLC.

QUALIFICATIONS



CAPACITY FOR PERFORMANCE. MAJOR DESIGN STUDIO is a full service firm that meets all of our customer needs for the built environment. MAJOR DESIGN STUDIO have gained experience through various disciplines and project types which makes this firm a valuable asset to your particular project. We are made up of several members including a Registered Architect, Major Andrews IV, and Project Manager, Ryan Ashford. A group of talented support possesses the necessary background experience to ensure the client that we can meet all of their obligations required for local and federally funded projects. We operate with big business efficiency while providing the client personalized attention you expect from a small "shop".

Registered Architects	1
Intern Architects	1
Project Managers	1
CAD Specialist	2
Construction Inspectors	1
Interior Designers	1
Landscape Designers	1
Administrative.....	1



QUALITY MANAGEMENT. Major Design Studio uses an industry standard quality control system to ensure technical and design quality in all of our projects based on the American Institute of Architects Standard Checklist for coordination and control of the entire process, from initial client contract to final inspection. The quality control effort is led at all times by the Principal. A final document review is performed at the end of each phase of design to ensure correctness before proceeding to the next phase. This helps to find discrepancies early on, and the ability to correct them, quickly. Quality control during contract administration occurs through regular onsite observations to make sure the construction aligns with the design intent. During this time the project manager acts an observer of contractor's performance, offering advice regarding schedule, quality, and scope concerns. MDS's goal is to have zero change orders.

CODE REVIEW. A preliminary code review is performed early in the design of the project. This is to insure that the design meets code and issues that affect cost and schedule are identified early in the process. A comprehensive review is done at the design development phase of the project to substantiate code compliance.

COMMUNICATION. We consider personal/professional relationships an integral part of the design process. Our understanding of each other will lead to an open conversation about your expectations and needs. For this reason, the project team will document all meetings and conversations to provide clear understanding of issues. Clear communication contributes extensively to a successful project.

QUALIFICATIONS

MAJOR DESIGN STUDIO, PLLC.

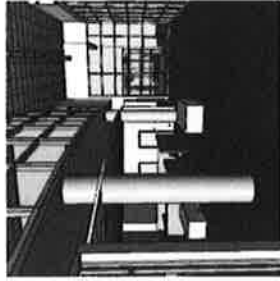
TECHNOLOGY. We use the latest technology in the industry to produce exceptional design projects. Adobe Illustrator is used for graphic presentations, Sketch-up used for 3-D modeling and Autodesk Revit Building Information Modeling (BIM) software is used to produce cohesive construction documents. Our information is produce in a way to communicate effectively with our consultants and clients.

INSURANCE. MDS has Professional Liability Insurance with an coverage of \$1,000,000.



VALUE ENGINEERING. Value engineering is a disciplined method of identifying areas for potential cost optimization, considering alternatives, analyzing them, and assisting in the selection of preferred options. It is delivered in the early stages through a workshop typesetting with representatives of the owner, principal and engineers. This process provides the owner the best value, defined in the owner's terms and with the owner's participation will be delivered.

CONSTRUCTION QUALITY CONTROL. Major Design Studio provides construction administration through the use of shop drawings, submittal review and on-site observations. This process assures the construction conforms to construction documents and design intent.



CONTRACTS. Major Design Studio has been fortunate to fulfill all contracts that have been awarded.

CERTIFICATIONS. The Department of Transportation Rules and Regulations, 49 CFR, Part 23 and 26, the Mississippi Unified Certification Program Committee has approved **Disadvantage Business Enterprise (DBE)** for MDS. MDA has certified Major Design Studio as a **Minority-Owned Business Enterprise (MBE)**.

EXAMPLES OF BUDGET VS. LOW BIDS CLOSENESS AND CHANGE ORDERS

Trotter Convention Center- Reroof	Happy Start Gym & School	Laurel Middle School
Budget: \$90,000	Budget: \$1,200,000	Budget: \$17,000,000
Low Bid: \$87,000	Low Bid: \$1,000,000	Low Bid: \$16,135,000 w/ alternates
Final change order was a credit to the Owner.	Final change for Owner	Final change order for Owner
	Requested items only.	Requested items only.
Okolona School Field House	Okolona School – HVAC Upgrades	W. Tallahatchie SD- HVAC
Budget: \$560,000	Budget: \$455,000	Budget: \$1,288,600
Low Bid: \$305,000 w/ alternate	Low Bid: \$405,000	Low Bid: \$1,217,833
Completed June 2016	Completed Feb.2016	Completed April 2016
Holmes County School – Marshall		
HS Football Concession Stand and Athletics Upgrades		Trotter Convention Center - Renovations
Budget: \$1,000,000		Budget:\$1,425,000
Low Bid: \$999,832 w/ alternates		Low Bid: \$1,424,700
Completed Sept 2015		Final change order was a credit to the Owner.



THE MISSISSIPPI STATE BOARD OF ARCHITECTURE
certifies that it has registered and authorized to practice in the State of Mississippi

Major Andrews

as

ARCHITECT

In testimony whereof this certificate has been issued by the authority of this board.

Certificate No. 4865

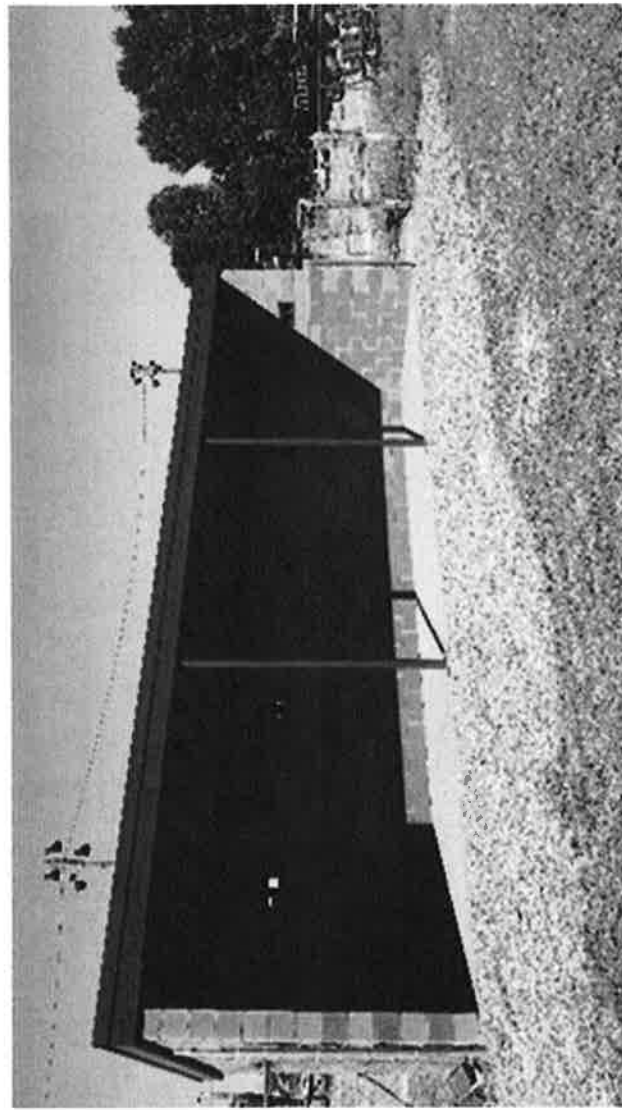
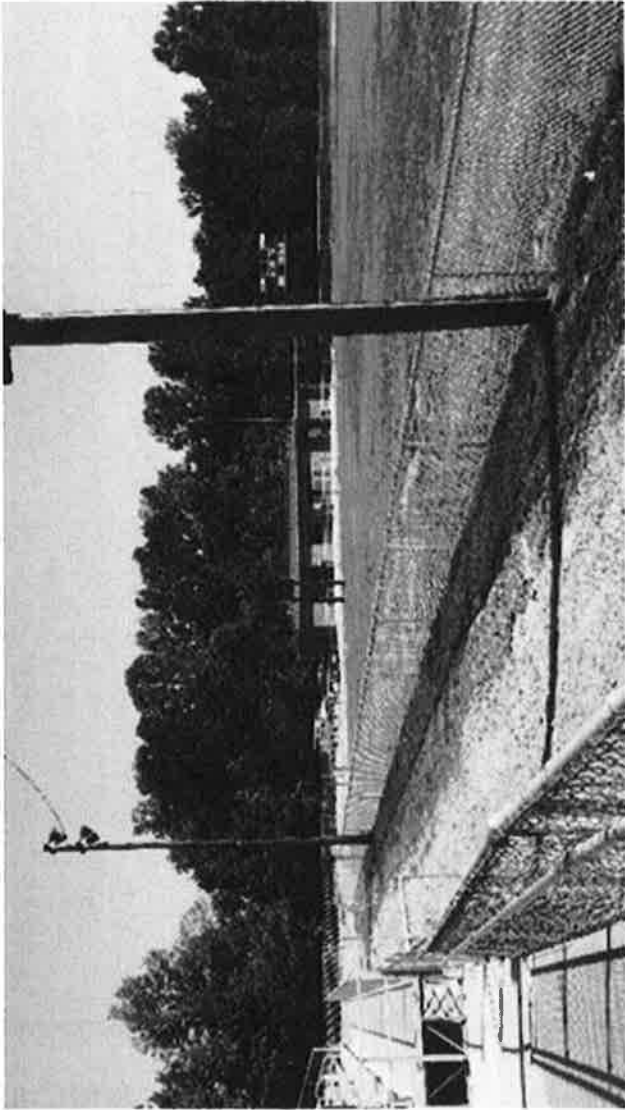
*The registration is in good standing as of Wednesday, June 7, 2017.
Renewal of this registration is due on Thursday, November 30, 2017.*

Gregory Wilkinson

Director

SECTION IV

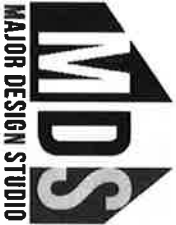
MAJOR DESIGN STUDIO, PLLC.





PARK AND RECREATIONS DEPARTMENT





Major Andrews IV, AIA NCARB
Principal







Ryan Ashford, Associate AIA
Senior Associate/ Sr. Project Manager



LaKeshia Thompson Zinn
Draftsperson I



Jonathan Perryman
Draftsperson I



Brad Stringer, PLA, CLARB, ASLA
Landscape Architecture/ Civil

Herman Ashford
Construction Administrator
(Not Pictured)

Consultants

Structural Design Group
Structural

GSK Mechanical, Inc.
Mechanical

The Power Source, PLLC
Electrical

resume

Major Andrews IV, NCARB, AIA – Principal

Major Andrews earned a Bachelor of Architecture degree from the University of Tennessee in 2002. He serves as Principal and Project Manager, a role in which is responsible for ensuring total coordination of all design discipline from initial phase to completion of the project. Major's career includes work in many arenas – education, ecclesiastical, industrial, retail, banking, and automotive.



EDUCATION

University of Tennessee, Bachelor of Architecture – 2002

LICENSES

Architecture: Mississippi, No. 4865; Georgia, No. 13480;
NCARB, No. 74915

PROFESSIONAL AFFILIATIONS

National Council of Architectural Registration Boards
American Institute of Architects
Member City Planning Commission Columbus

PROFESSIONAL EXPERIENCE

Major Design Studio

Columbus, Mississippi
2012-present

Major Construction
Columbus, Mississippi
2007-2012

TIP Development Group, Inc
Roswell, Georgia
2007

POH, Architects
Alpharetta, GA
2005-2007

JBHM, Architects, PA
Columbus, MS
2002-2005

SELECTED EXPERIENCE

Mississippi State University – Bus Wash Facility
Starkville, Mississippi

West Tallahatchie School District-Bond Improvements-High School Auditorium Renovations, HVAC and Football Field Improvements

Okolona Municipal Separate School District-Bond Improvements-Reroof, HVAC and Field House
Okolona, Mississippi

Caledonia Natural Gas District-New Office and Shop
Caledonia, Mississippi

Mississippi Band of Choctaw Indians-Pearl River Elementary-New Safe Room
Choctaw, Mississippi

Alcorn State University
President's Residence
Lorman, Mississippi

Trotter Convention Center - Renovations
Columbus, Mississippi

Anguilla Development Community Center - Renovation
Anguilla, Mississippi
Joint Venture with Ashford Design Group

Happy Start Gymnasium and School - New Construction
Macon, Mississippi

Chickasaw Health Department CDBG
Houston, Mississippi
Preliminary Study - Joint Venture with Ashford Design Group

SELECTED EXPERIENCE

under POH, Architects

Yancey Brothers Company
New Caterpillar Dealership
McDonough, Georgia
Macon, Georgia

Oak Hill Baptist Church - Addition
Griffin, Georgia

Guardian Credit Union
New Construction
Prattville, Alabama

SELECTED EXPERIENCE

under JBHM Architects

Wayne County Reroof CDBG
Waynesboro, Mississippi

Resume

Ryan H. Ashford, Associate AIA – Associate and Senior Project Manager

He brings 16 years of professional experience to the firm and he joined Major Design Studio in 2014. He serves as Senior Project Manager, and Construction Administration. He is involved with the client at the early stage to completion to ensure that the design that will exceed your expectations along with personal service. He has overseen architectural projects ranging from master planning, programming, design concepts thru construction and warranty. His architectural projects have produced numerous repeat clients. His experienced includes – education, corporate, government, healthcare, historic preservation, hospitality, industrial, multifamily housing, residential, religion and university.



EDUCATION

Mississippi State University - Bachelor of Architecture -2000
East Mississippi Community College, Associate Degree in Drafting & Design – 1992
East Central Community College, Certificate in Masonry- 1990

PROFESSIONAL AFFILIATIONS

Associate member of American Institute of Architects
Member of Starkville Historic Preservation Committee
Member of NOMA at Mississippi State University, Served as President and Vice President

PROFESSIONAL EXPERIENCE

Major Design Studio
Columbus, Mississippi
2014-present
JBHM Architects
Columbus, Mississippi
2000-2014
Shafer/ Banner Architects
Starkville, Mississippi
1997-1999
Zebco/ MotorGuide
Starkville, Mississippi
1992-1996
Herman Ashford Construction
Starkville, Mississippi
1987-1997

SELECTED EXPERIENCE

Mississippi State University – Bus Wash Facility
Starkville, Mississippi
Okolona Municipal Separate School District- HVAC Upgrades, Field House and Reroof projects- Okolona Mississippi
West Tallahatchie Consolidated School District- HVAC Upgrades and HS Field Lighting
Holmes County School District- Concession & Athletics Upgrades, Lexington, Mississippi
Jackson Public School- Murray and Lanier Reroof Jackson, Mississippi
SELECTED EXPERIENCE
under JBHM Architects
Mississippi University for Women- Fine Arts Renovations
Columbus, Mississippi- IHL
Mississippi University for Women – Eckford Hall Renovation
Columbus, Mississippi – IHL
Alcorn State University- Academic Technology Facility
Lorman, Mississippi
East Central Community College, Campus ADA Renovations
Decatur, Mississippi- BOB
East Mississippi Community College, Votach Reroof
Scooba, Mississippi - BOB
East Mississippi Community College, Football Facility
Scooba, Mississippi
Laurel School District, Laurel New Middle School
Laurel, Mississippi
City of Moss Point City Hall
Moss Point, Mississippi

Resume

Lakesha Thompson Zinn, Draftsperson I / production

She brings experience in drafting design and interior design to Major Design Studio. She also has experience on installing interior finishes. She will be assisting in the production of schematic design, design development and construction documents.



EDUCATION

Mississippi State University – 2008- 2011 Interior Design

Northeast Community College – 2000-2002

PROFESSIONAL EXPERIENCE

Major Design Studio
Columbus, Mississippi
June 2015-present

Lakesha Thompson Designs
Starkville, Mississippi
2011- 2014

Mississippi State University- student
2008-2011

Jackson Public School- Murrah High School Reroof
Jackson, Mississippi

SELECTED EXPERIENCE

City of Tchula, Fire Station – New Construction
Tchula, Mississippi

Washington Family Barn- New Construction
Shaw, Mississippi

Peters Rock Temple COGIC- Family Life Center
Starkville, Mississippi

Jackson Public School District
Lanier High School – Reroof

Coahoma County Community College
Curry Hall Window Replacement - Rendering

Several Residential Projects

Resume

Jonathan Perryman, Draftsperson I / production

He brings experience in drafting design to Major Design Studio. He also, has knowledge of foundation design and civil layout. He will be assisting in the production of schematic design, design development and construction documents.



EDUCATION

East Mississippi Community College, Mayhew, MS – 2016
Drafting and Design Technology, Associates of Applied Science

Columbus High School, Columbus, MS – 2010-2014
High School Diploma

PROFESSIONAL EXPERIENCE

Major Design Studio, PLLC
Columbus, Mississippi
February 2016 - Present

Baggett Engineering, Inc.
Starkville, Mississippi
2014

SELECTED EXPERIENCE

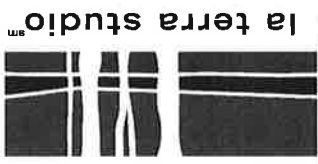
Okolona Municipal Separate School District – Central Office
Renovations
Okolona, Mississippi

Columbus Municipal School District – Fairview Roof
Replacement
Columbus, Mississippi

Jackson Public School- Murrah High School Reroof
Jackson, Mississippi

Brad Stringer, PLA, CLARB, ASLA

Brad has served as a registered Landscape Architect and site planner for many award winning designs. His portfolio includes major corporate, industrial, medical, government, parks, church and educational projects throughout the South. Brad's responsibilities include client meetings, project management, site analysis, master planning, specific site design and detailing, grading and drainage, planting plans, irrigation plans, and construction observation.



EDUCATION

Mississippi State University
Bachelor of Landscape Architecture—1993

LICENSES - Landscape Architecture
Mississippi - No. 349

PROFESSIONAL ASSOCIATIONS

MS Chapter, ASLA, Exec. Comm., 1997—2003
2009—2013

PROFESSIONAL EXPERIENCE

la terra studio - Jackson, MS

2014 - present

JBHM Architects, P.A. - Jackson, MS
2003-2014

CDFL - Jackson, MS

1998—2003

Hartley P. Fairchild & Assoc. - Madison, MS
1993—1998



EXPERIENCE

City of Tupelo

Tupelo, Mississippi

Veterans Memorial Park ***

Ballard Park Baseball Complex ***

Tupelo Aquatic Center ***

Gumtree Park Entrance ***

City of Brandon

Brandon, Mississippi

Brandon City Park Playground ***

City of Batesville

Batesville, Mississippi

Batesville Square Park ***

City of Oak Grove

Oak Grove, Mississippi

Baseball Complex Master Plan *

Baylor University

Waco, Texas

Baseball Stadium Site Development **

Softball Stadium Site Development **

Mississippi Valley State University

Itta Bena, Mississippi

Football Stadium Site Development ***

Fannie Lou Hamer Way ***

University of Memphis

Memphis, Tennessee

Softball Stadium Site Development ***

Hinds Community College

Raymond, Mississippi

Athletic Facilities Master Plan ***

*

Work completed at Hartley P. Fairchild & Associates

Work completed at JBHM Architects

**

Work completed at CDFL Architect & Engineers

Resume

Herman Ashford, Construction Administration

He brings 47 years of construction and masonry experience to Major Design Studio. His construction experience is invaluable on site when construction issues arises he can resolve the issues immediately to help keep the projects moving forward in a timely manner.

EDUCATION

Mississippi Valley State University, Itta Bena, MS – 1994
Bachelor of Science in Industrial Technology

PROFESSIONAL EXPERIENCE

Major Design Studio, PLLC
Columbus, Mississippi
December 2016 – Present

West Point Vocational Technical School
Residential and Commercial building teacher
West Point, Mississippi
August 1999- 2009

LR Construction, Inc., Owner
Starkville, Mississippi
January 1970- present

SELECTED EXPERIENCE

Mississippi State University – Bus Wash Facility
Mississippi State, Mississippi

Mississippi Band of Choctaw Indians – Pearl River Elementary
Safe Room – New Construction
Choctaw, Mississippi

Sharkey Issaquena Community Hospital - Renovation
Rolling Fork, Mississippi

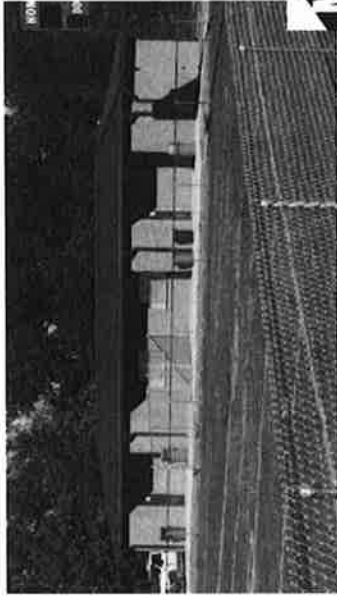
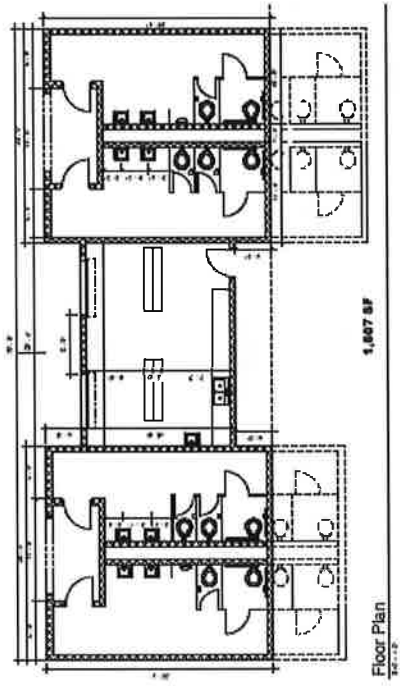
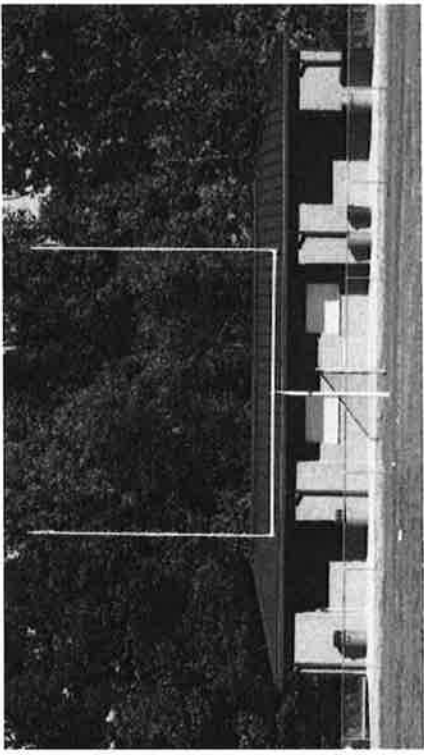
Selected Project

Holmes County School District
S.V. Marshall School High
School - Concession Stand
and Athletics Upgrades,
Lexington, MS

Project Description:

The School District is moving from a 2A division to a 5A division. Project includes in concession stand that will separate the home and the visitor with restrooms for each side. At the baseball field, new dugouts were built. New bleachers to help accommodate the larger crowds, new scoreboards, and sidewalks and drive way.

Project Size: 1,600 SF Concession stand
Project Cost: \$1,000,000
Project to be Completion September 2015.

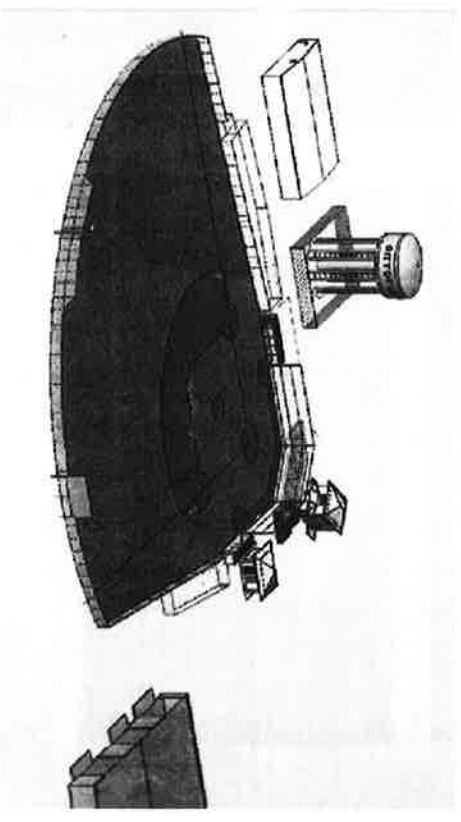
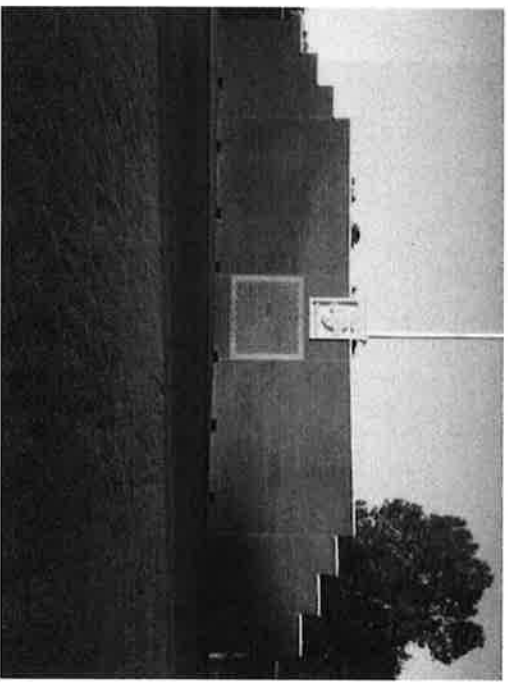
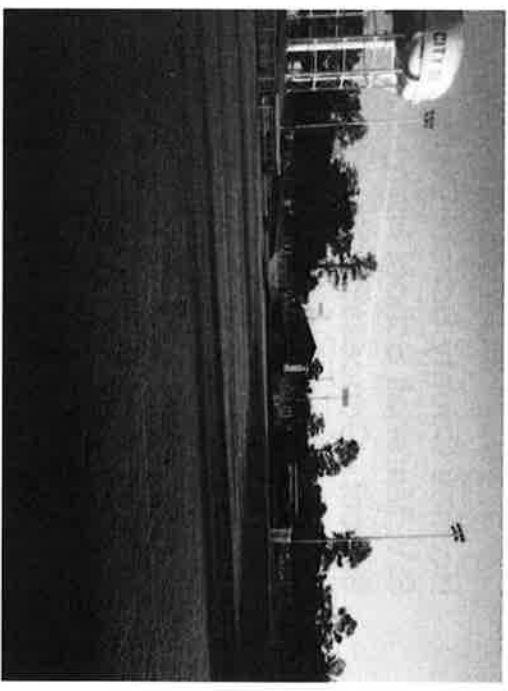
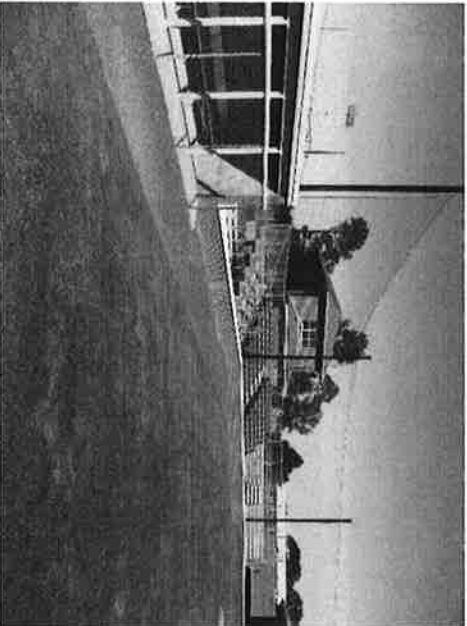
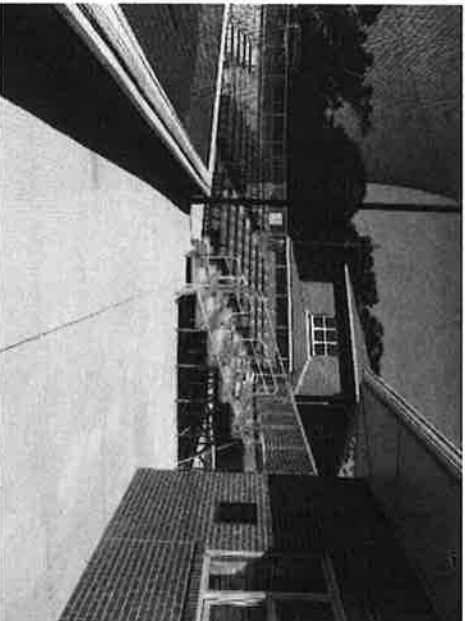


Selected Project

Laurel School District Laurel High School Baseball Stadium Laurel, Ms

Project Description:

Project was setup to be placed on the existing site that had a parking lot to the south and a water tower on the North side. The baseball field would have a new baseball field house, concession stand, press box and toilets. The bleachers would hold 250-300 people. Project was completed while with JBHM in 2009. Cost was 1,900,000.00.



Selected Project

Coahoma County Board of Supervisors
Coahoma County Community College
Clarksdale, MS

The Coahoma County Board of Supervisors received a FEMA Grant for a new safe room project on the Coahoma County Community College Campus. MDS and Broaddus was selected to assist Coahoma on this and design a safe room dome shaped that would survive a tornado with 250 mph winds. The shelter would accommodate up to 1600 people and students.

Project Size: Elem 9,000 SF

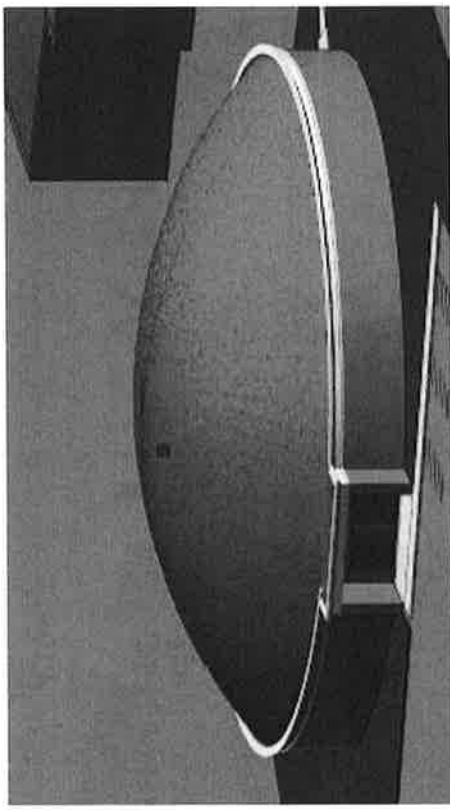
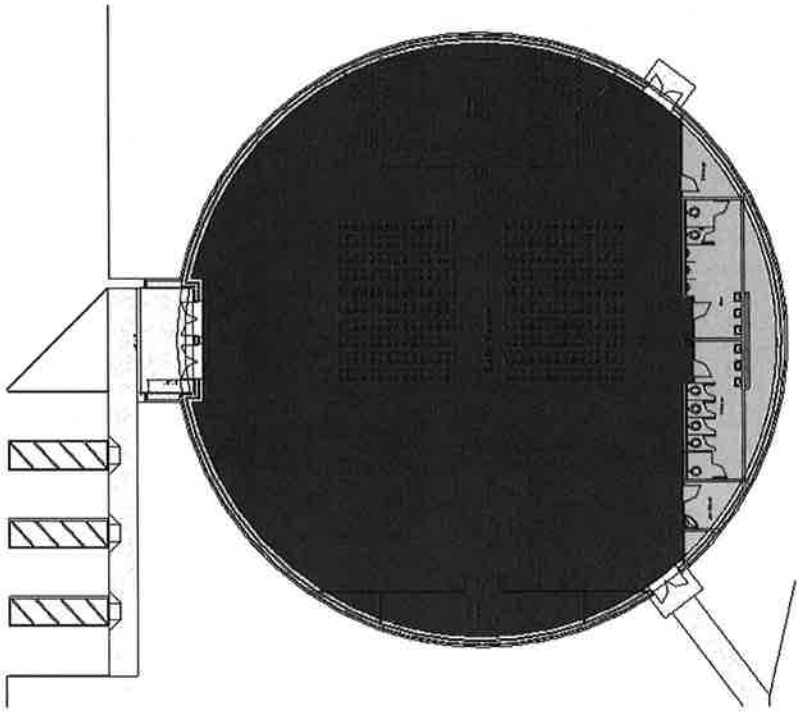
Project Cost: \$1,800,000

Project to be Completion by Fall 2016.



FEMA

BROADDUS
& ASSOCIATES

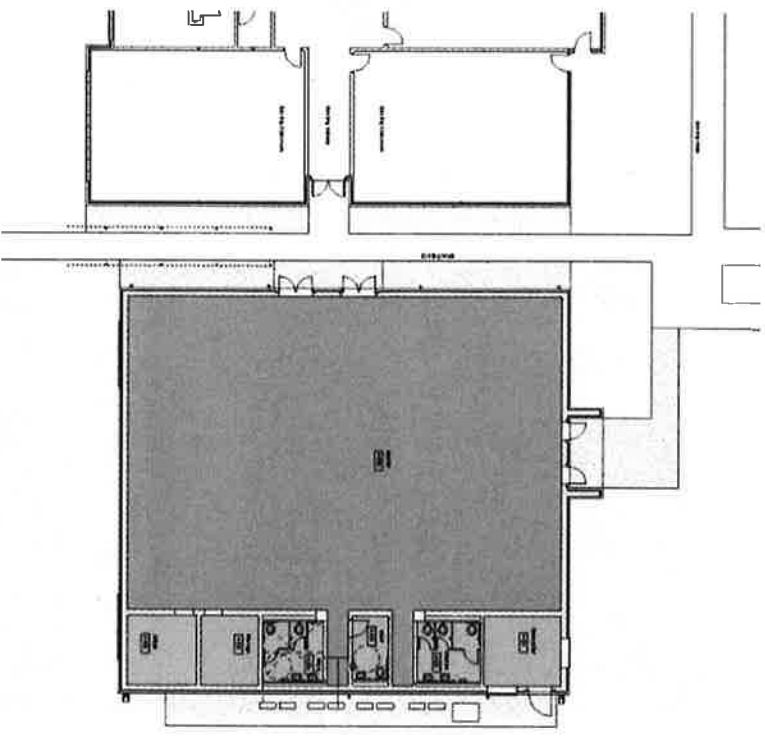


Selected Project

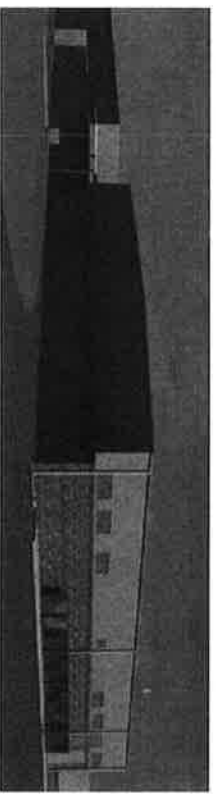
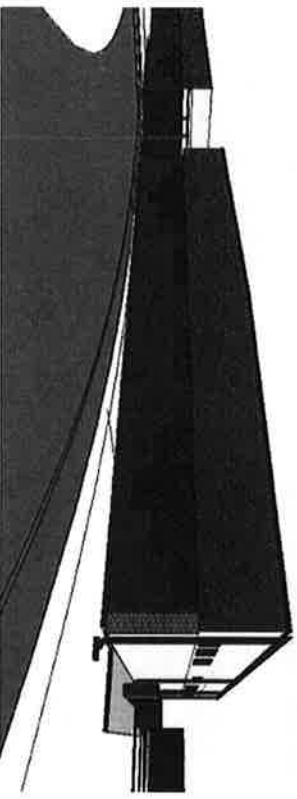
Mississippi Band of Choctaw Indians Choctaw, MS

The Mississippi Band of Choctaw Indians received a FEMA Grant for a new Storm Shelter project on the Pearl River Elementary campus. MDS was selected to assist the tribe on this and design a storm shelter that would survive a tornado with 250 mph winds. The shelter would accommodate up to 900 people and students.

Project Size: Elem 6,250 SF
Project Cost: \$1,800,000
Project to be Completion by Spring 2016.



FEMA

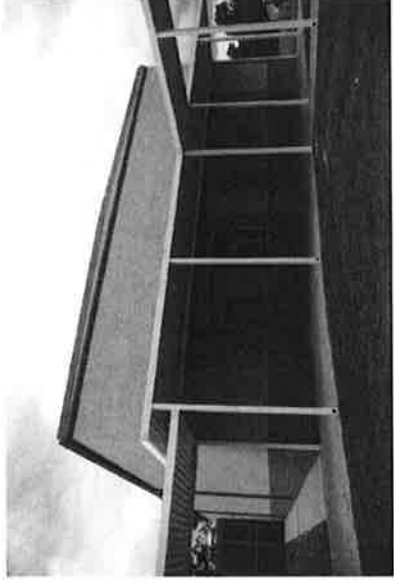


Selected Project

Stone County Board of Supervisors/
Stone County School District
Stone County Storm Shelters
Stone County, MS

The project included five FEMA 361 shelters. The first 3 shelters were to be 5,000 sf and the other two were 3,000 sf and 1,500 sf. Four of the Five shelters were located on the Stone County school campuses. Two on Elementary, one on Middle School and one on the High School Site. Locations were strategically located so that these buildings would not interrupt the flow of traffic at each campus and each Shelter matched the exterior of the existing buildings at each campus. Each building was designed as a stand-alone building that would be fully functional in the case of a emergency. Each building were connected to the existing buildings using canopies, intercom, bell and security alarm. Each building was designed with underground water, sewage and gas tanks. The generator and HVACs condenser units were housed in a two story box with FEMA 361 louvers to provide ventilation. The storefront window at each building was made using blast proof glass that weighed over 2500 lbs. This project was completed while with prior firm.

Project Size: 19,500 SF
Project Cost: \$5,500,000
Completion December 2011



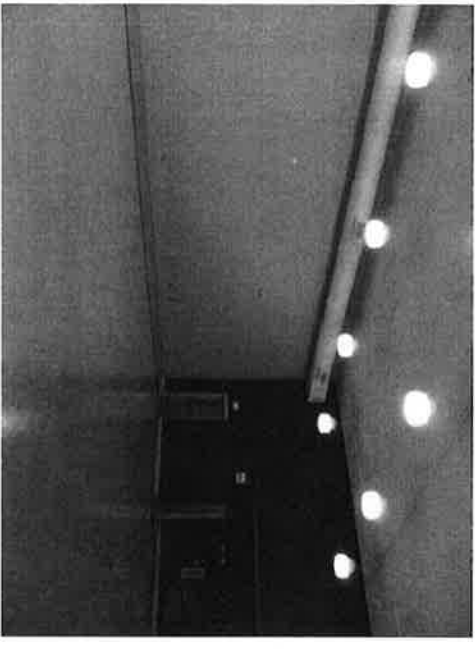
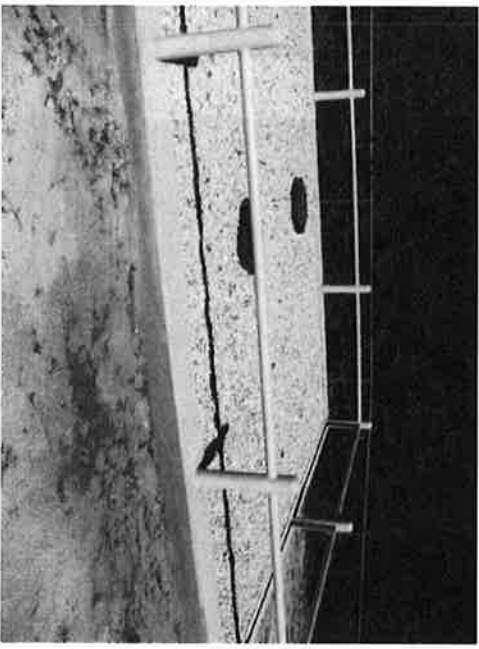
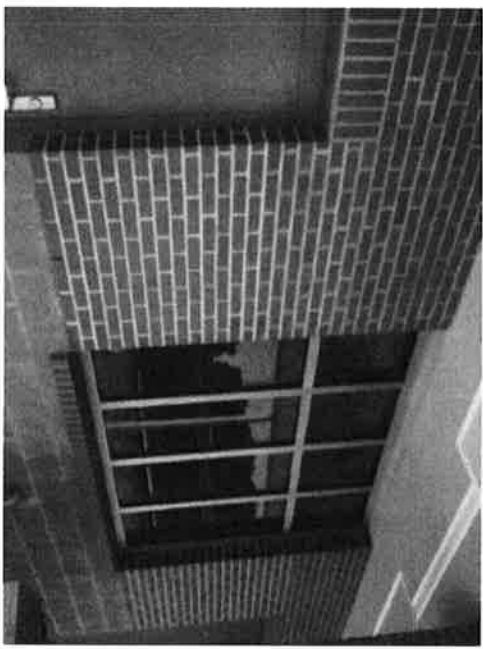
FEMA

Selected Project

Stone County Board of Supervisors/
Stone County School District
Stone County Storm Shelters
Stone County, MS
Continued-



FEMA



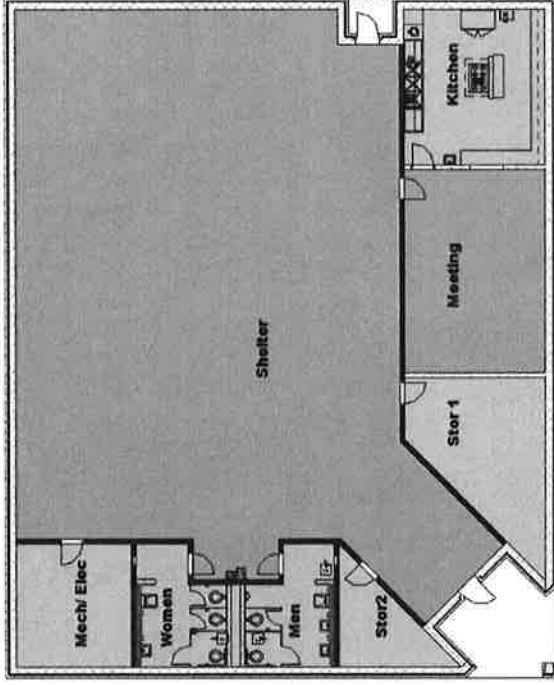
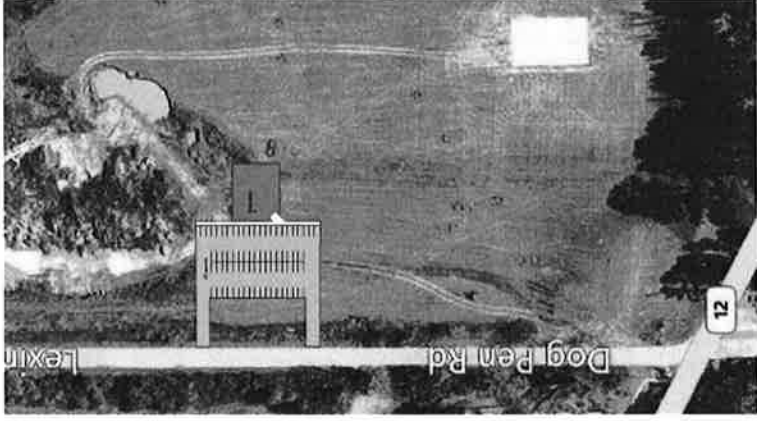
Selected Project

Holmes County Board of Supervisors
 FEMA 361 Storm Shelter- New Construction
 The project included two shelters, one at 7,500 sf and one at 4,600 sf. Sites were located adjacent to neighborhoods, school and churches. These buildings were designed as stand-alone buildings that would be fully functional in the case of a emergency. These building were designed with underground water, sewage and gas tanks. The generator and HVACs condenser units were housed in a two story box with FEMA 361 louvers to provide ventilation.

Project Size: 7,500 SF & 4,600 SF

Project Cost: \$1,875,000 & \$1,150,000

Project Phase: Preliminary only

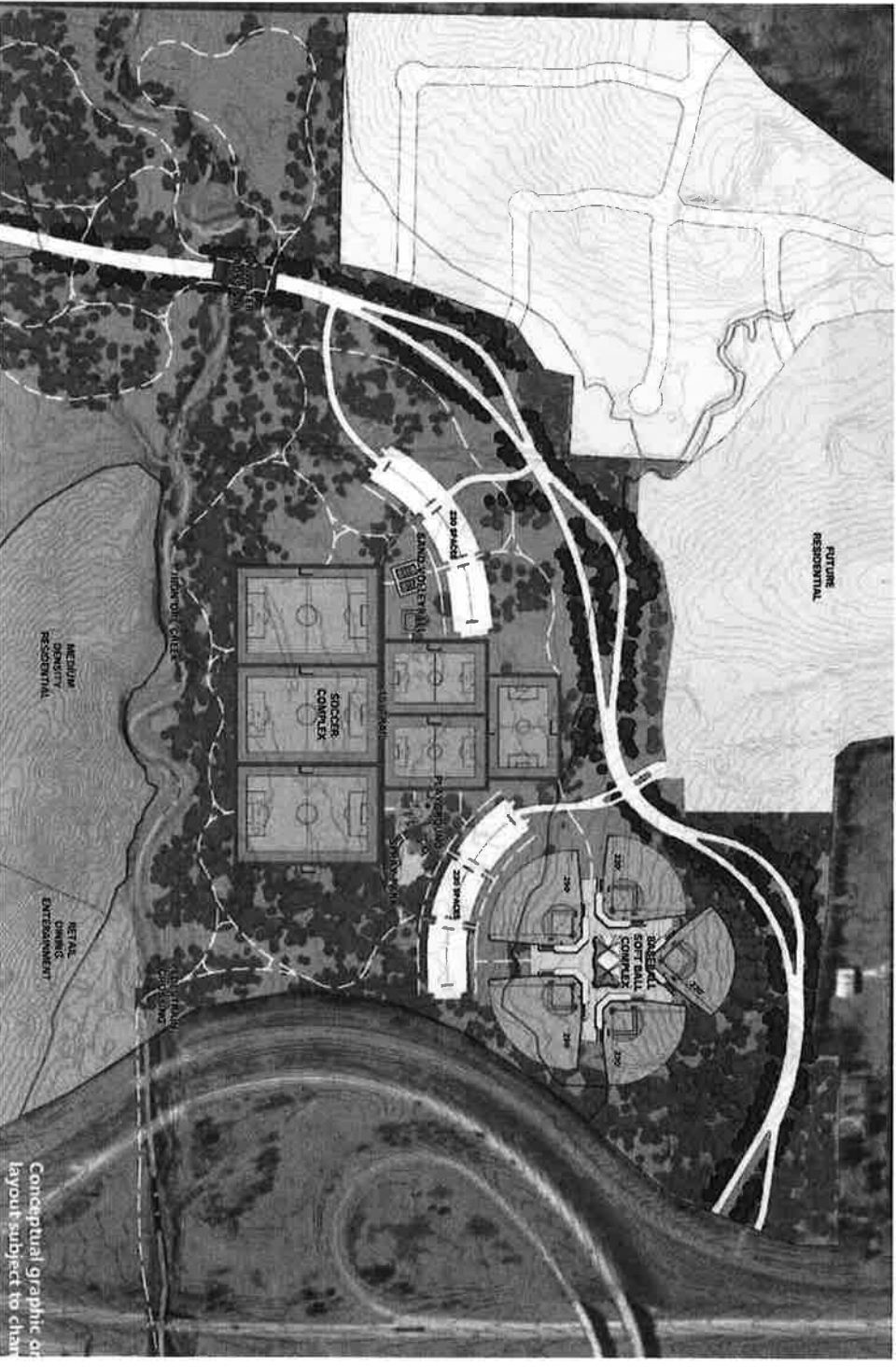
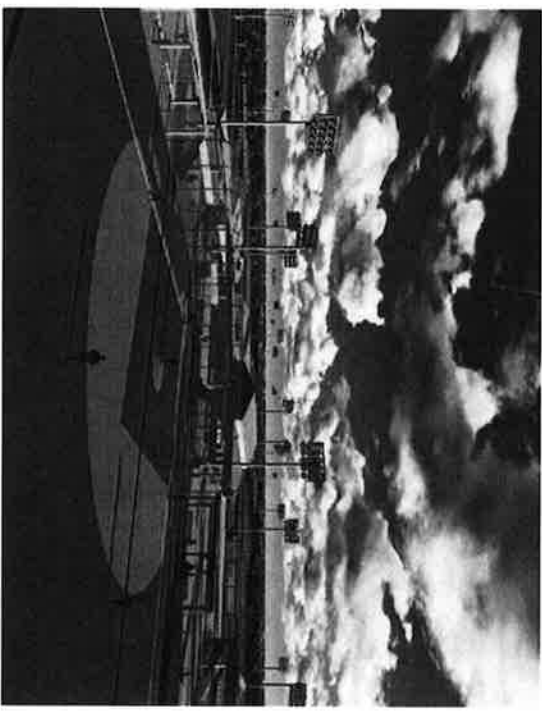
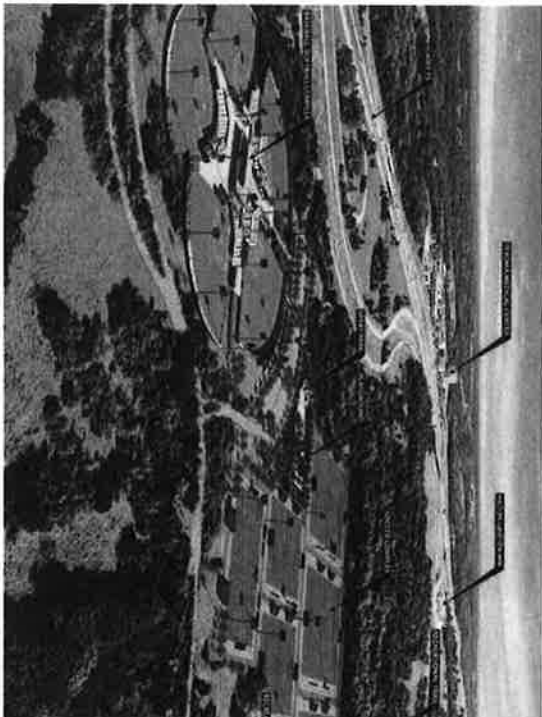


FEMA



THF Park- Denison Texas

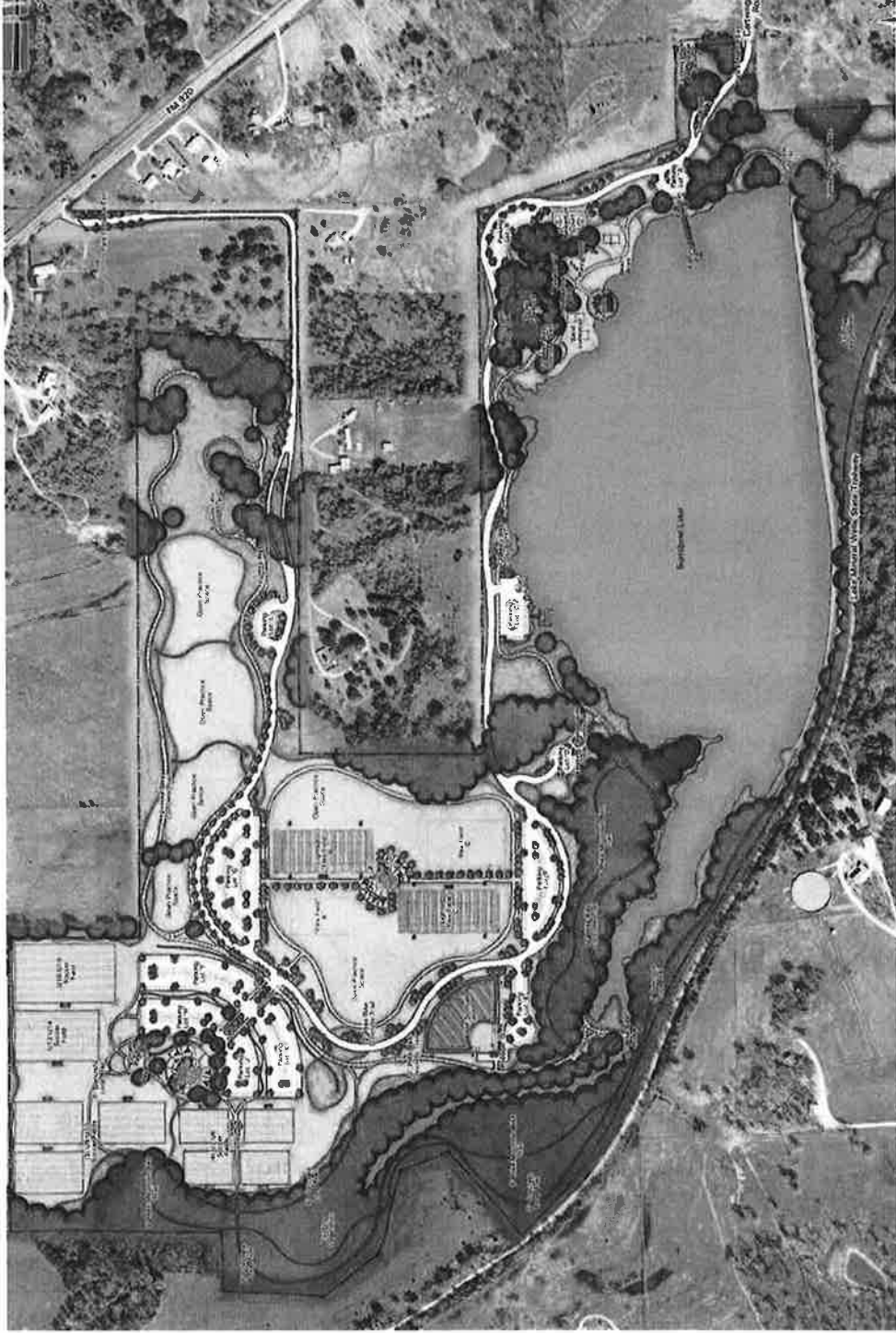
Contact: Judson Rex
Interim City Manager;
jrex@cityofdenison.com
500 W. Chestnut St.
Denison, TX 75020
(903) 465-2720 x2440



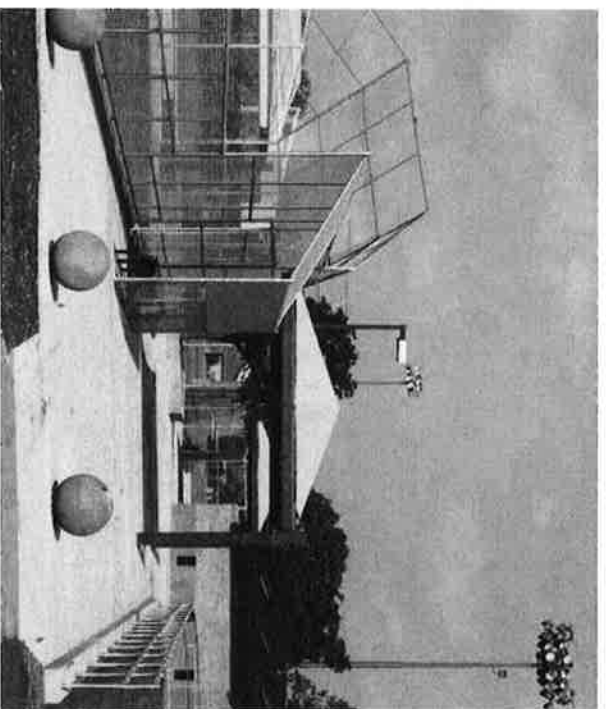
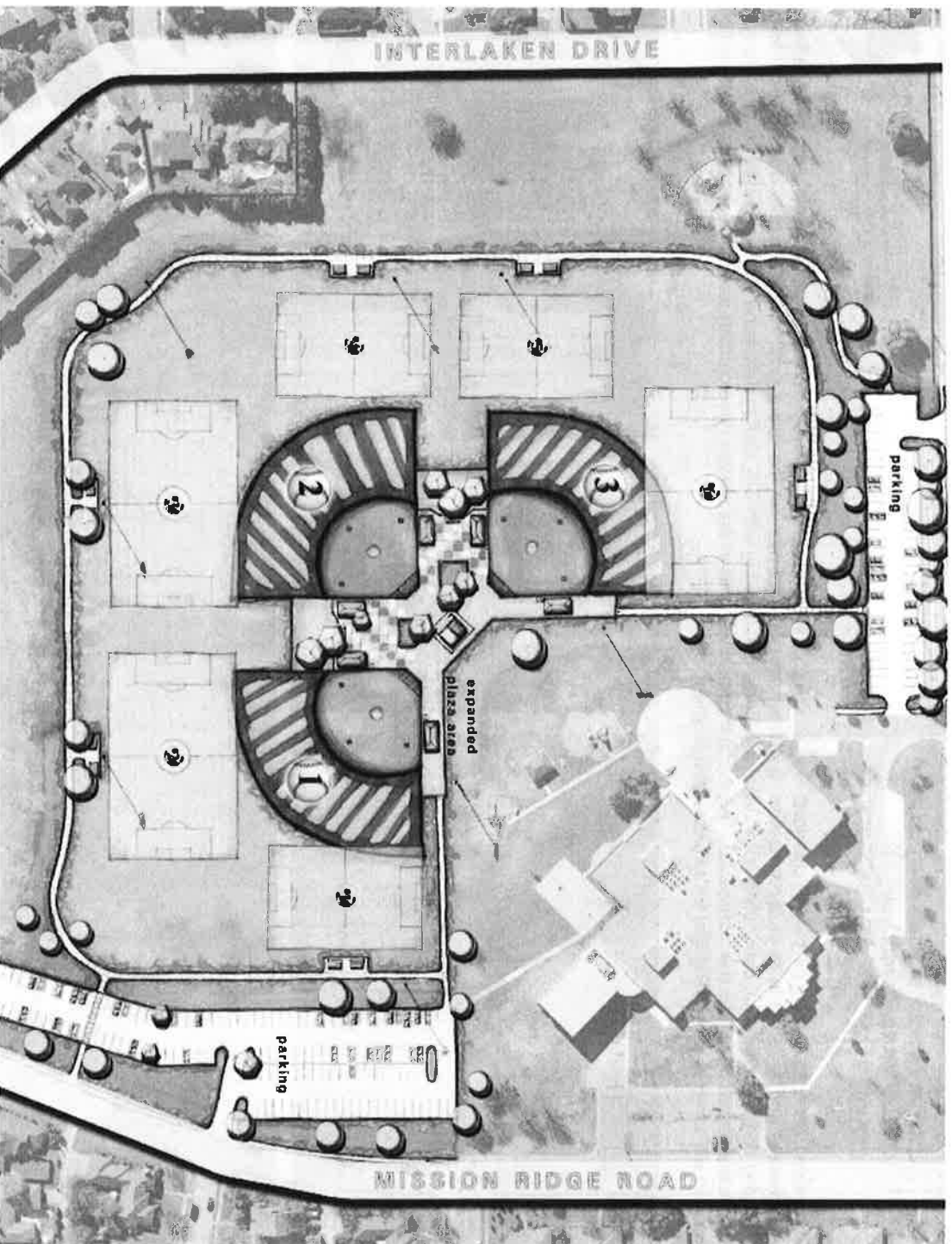
Cartwright Park Master Plan (Weatherford, TX)

Contact: Danielle Felts
Interim Director of Parks Recreation
dfelts@weatherfordtx.gov
817.598.4101

Cartwright Park is an existing park in Weatherford, Texas. The City acquired a neighboring property, bringing the total amount of parkland to 155 acres and asked la terra studio to create a master development plan for the entire park. la terra studio was responsible for analyzing demographic data, conducting public input meetings, and meeting with City staff to determine which recreational opportunities and facilities were needed in the community. Although the improvements in the master development plan have not been implemented, the plan will serve as a planning tool for all future development.



Cheyenne Park Plano



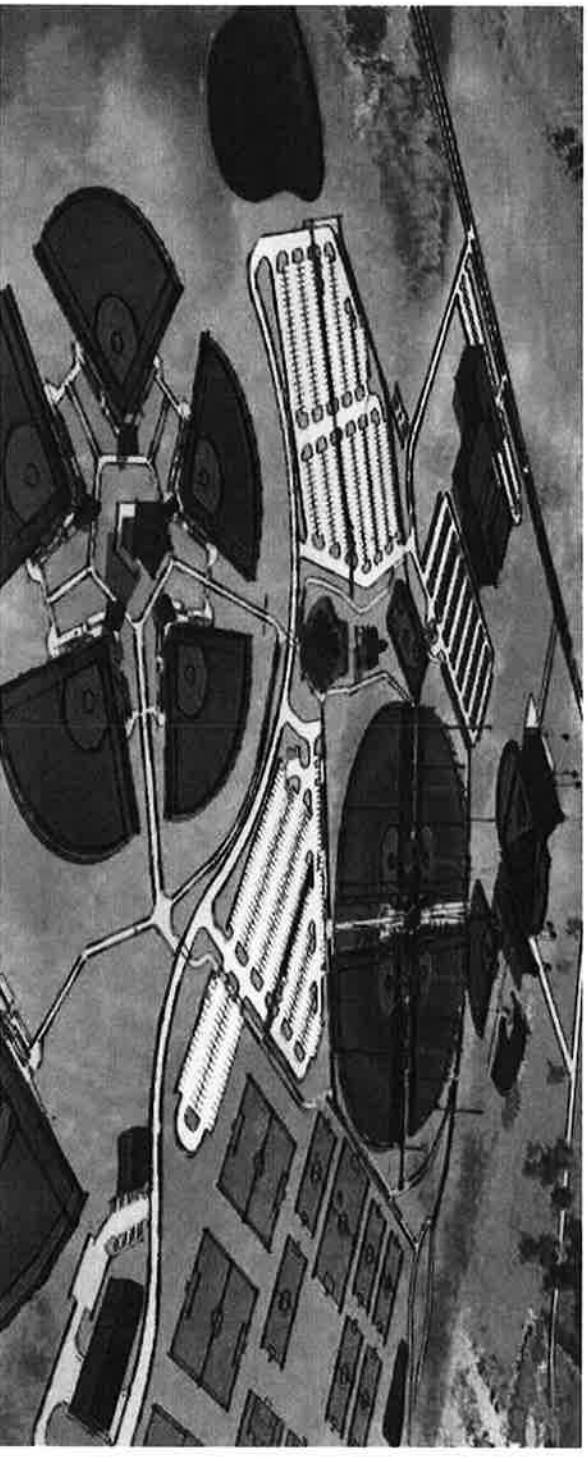
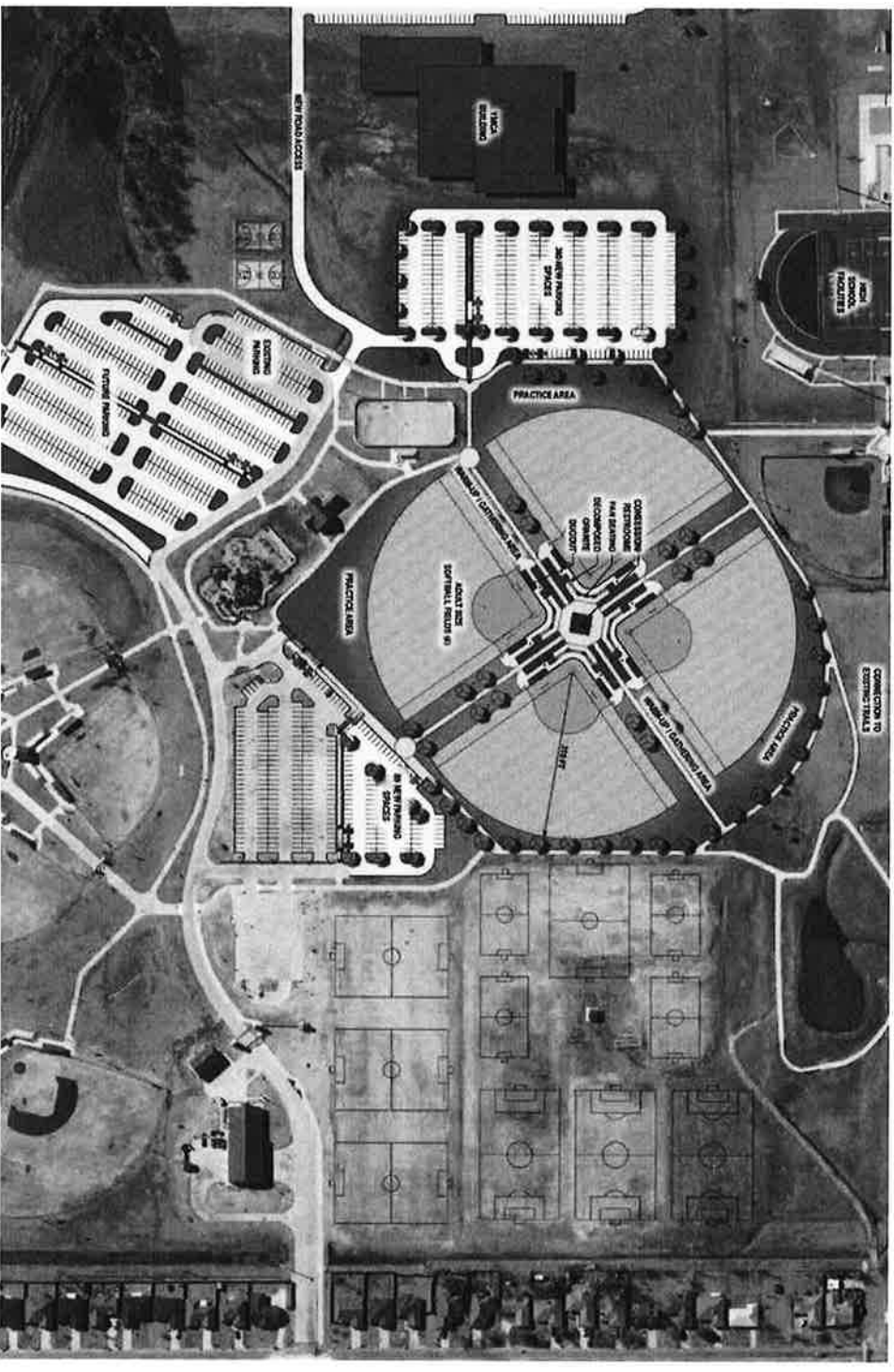
Grover Nelson Park - Abilene



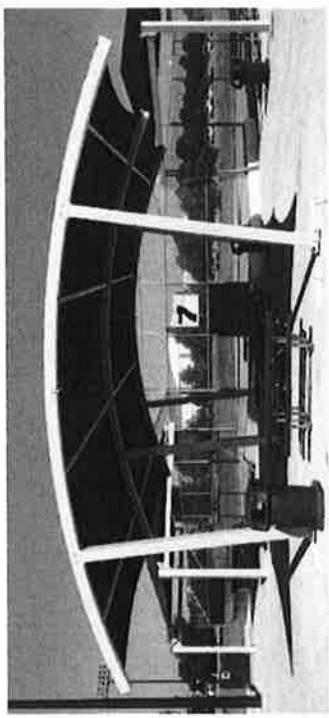
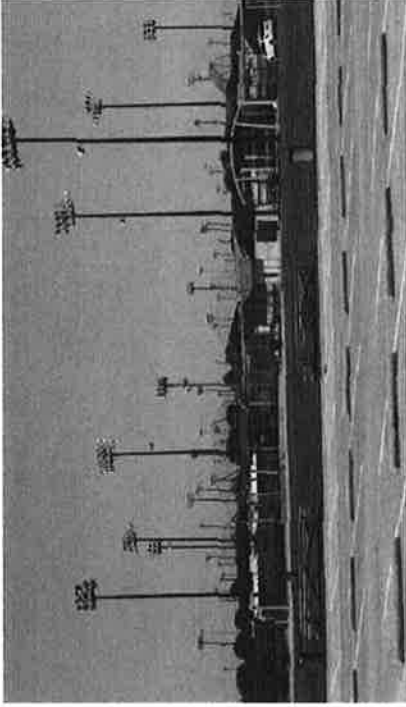
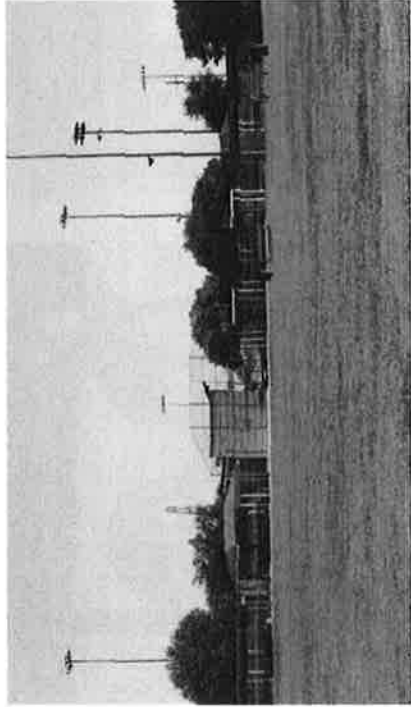
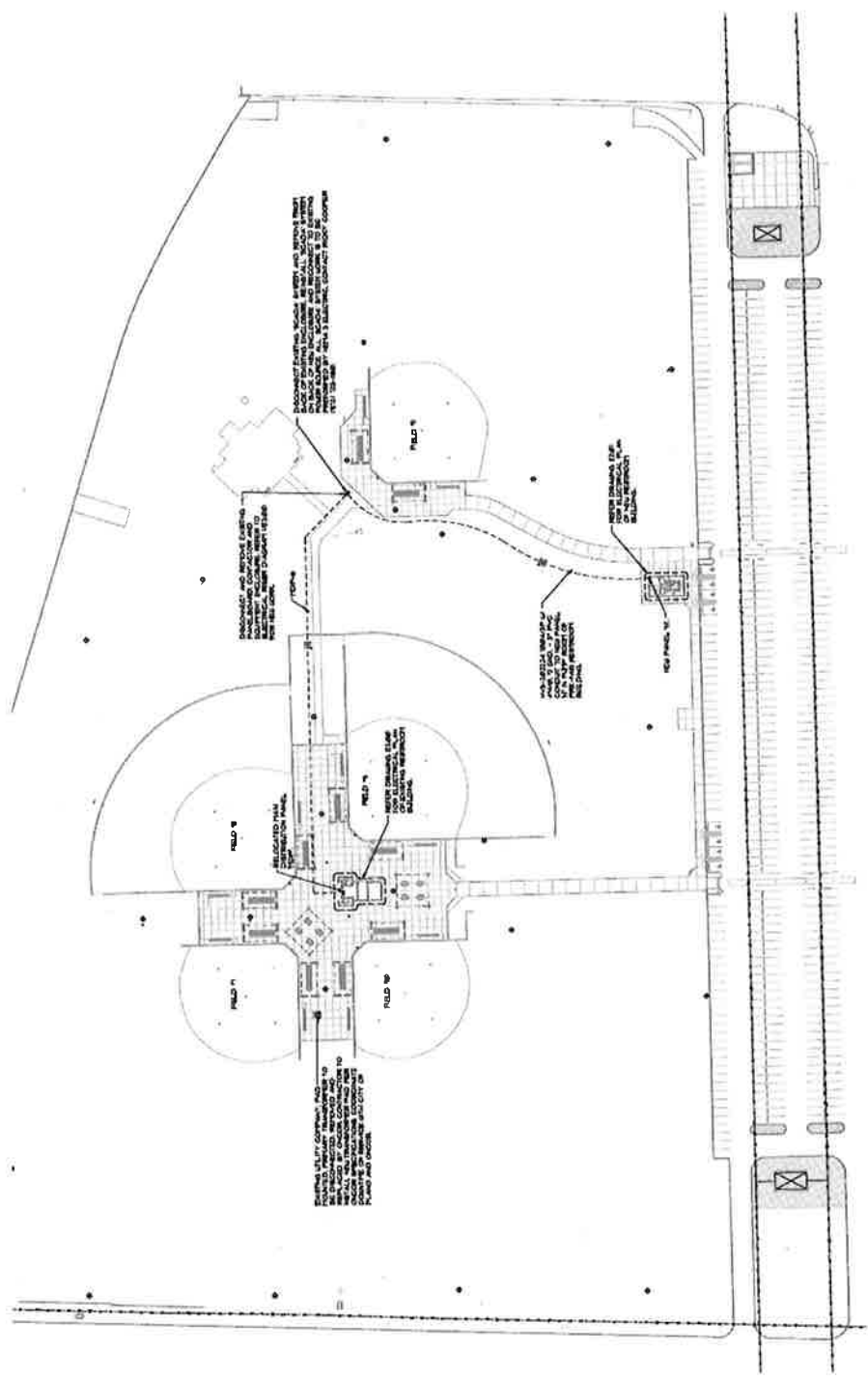
Taylor County Expo Center & Fair Grounds

Greenville Sports Park

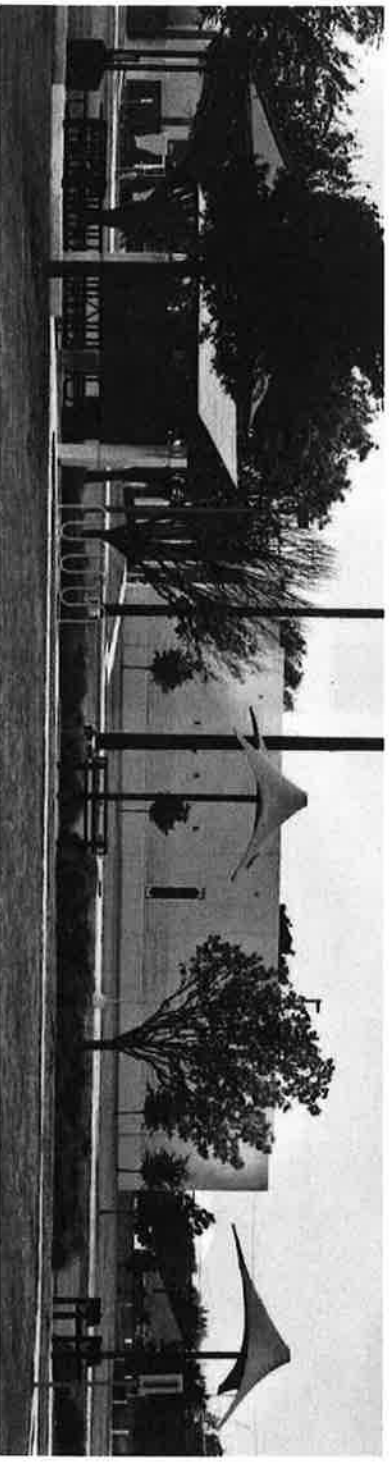
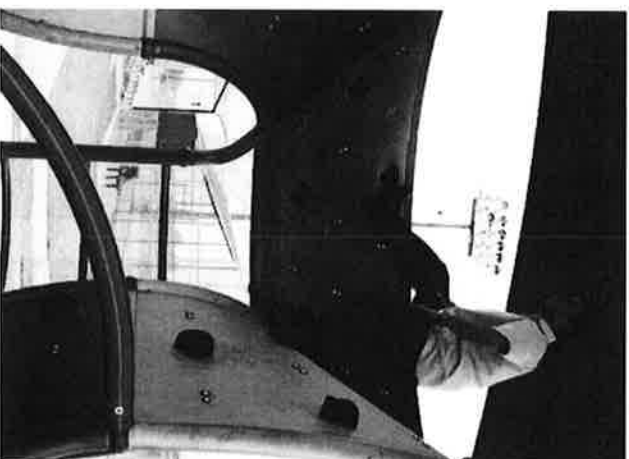
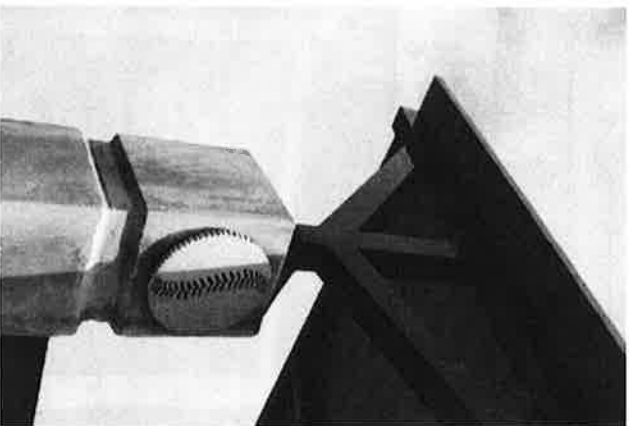
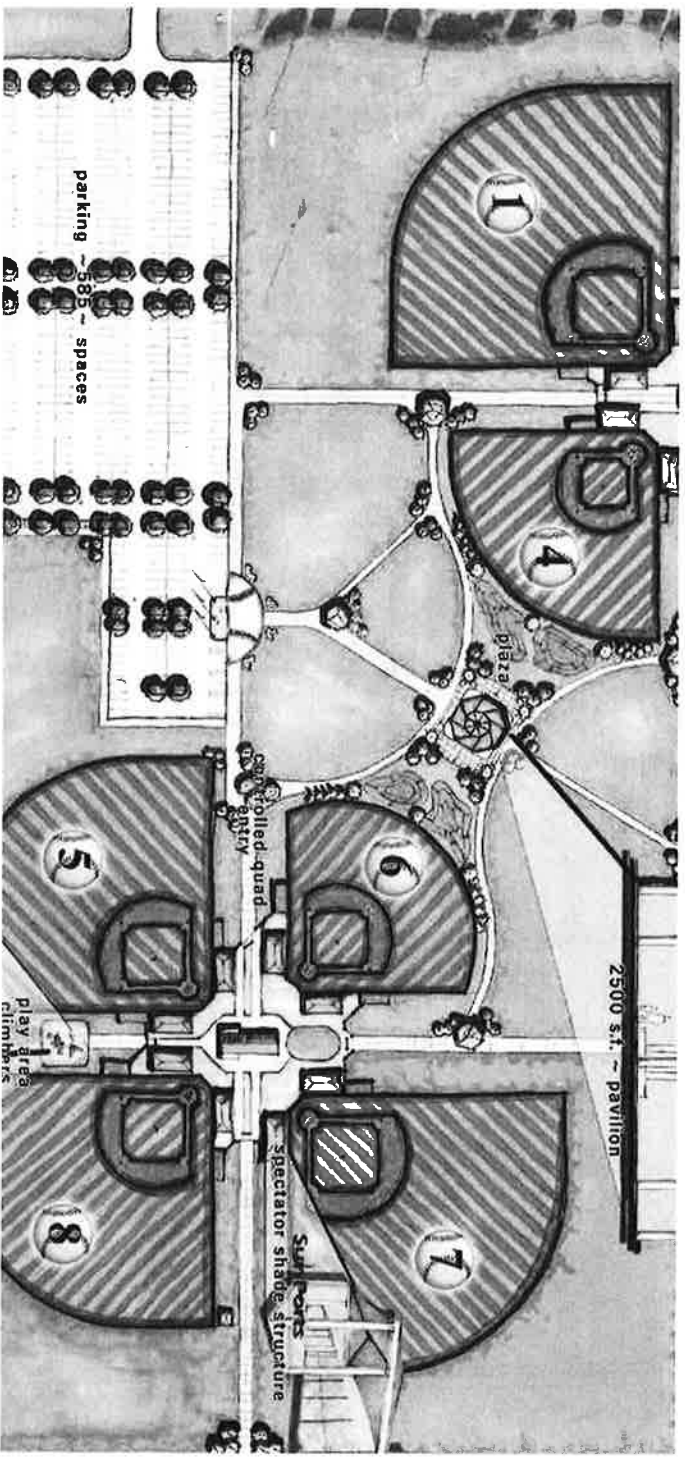
Contact: Colby VanGundy
Parks & Recreation Director
cvangundy@ci.greenville.tx.us
1-903-457-2994



Highpoint Park North - Plano



Enfield park - Plano



3. Qualifications and Experience

The Courts at Gabe Nesbitt Park- McKinney Texas

Contact: Rhoda Savage

Director Parks, Recreation and Open Space

rsavage@mcKinneytexas.org

972.547.7481



la terra studio was the prime consultant and lead designer for the project and coordinated the efforts of the architect, civil engineer, and other various sub-consultants. Setting a clear vision for the project was an important aspect that contributed to the success of the complex. The landscape architect led the public input process to insure "buy-in" by constituents, elected officials and city staff. Typically, a tennis center would be laid out to pack as many courts into a small area and make a much for "sterile" environment. The intent was to create a park-like setting that just happened to have 11 tennis courts associated with a 3,500 square foot pro shop. The design considers both the physical play of tennis and the social aspect that players like to enjoy when playing matches with their friends. The United States Tennis Association (USTA) recognized The Courts at Gabe Nesbitt Community Park as the National 2012 Featured Facility award winner, the organization's highest honor. The "featured facility" award exemplifies the highest level of excellence in facility design, court construction, and court amenities. The award was presented during the 2012 US Open in New York and was the first time in the history of the award to be given to a public facility.



Chandler Park- Mansfield Texas

Contact: James Fish

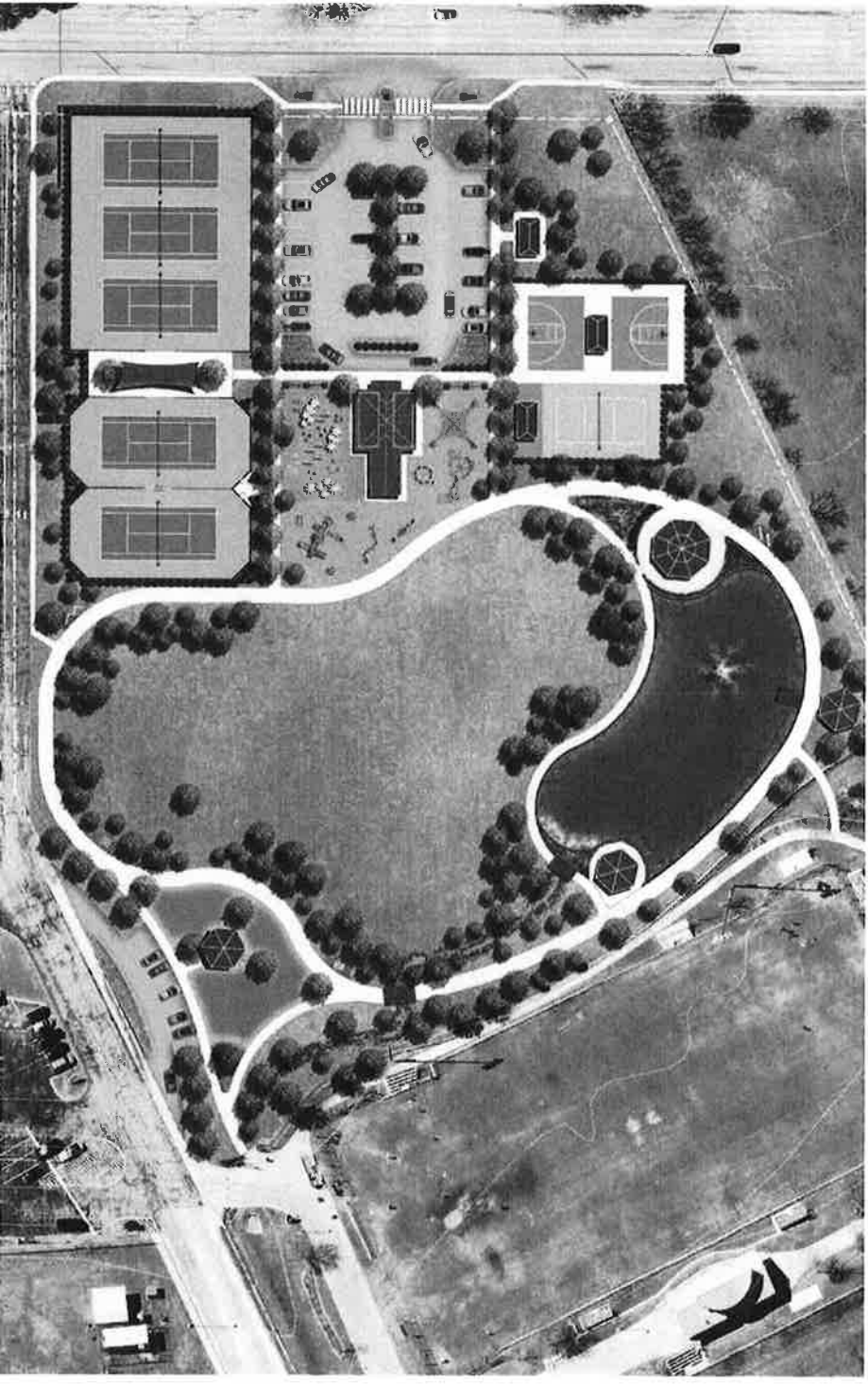
Sr. Park Planner

City of Mansfield Parks & Recreation Department

james.fish@mansfieldtexas.gov

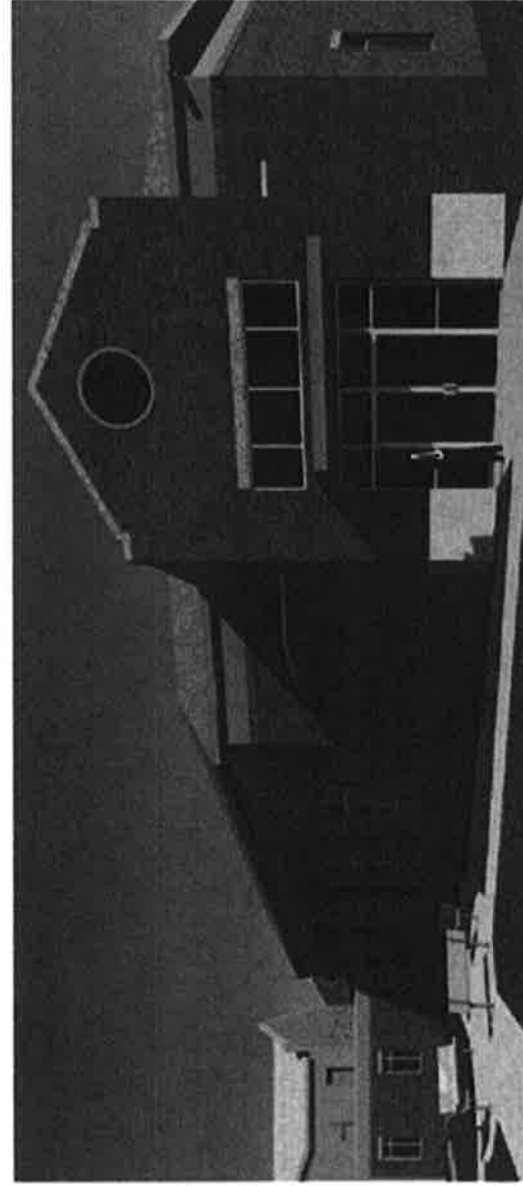
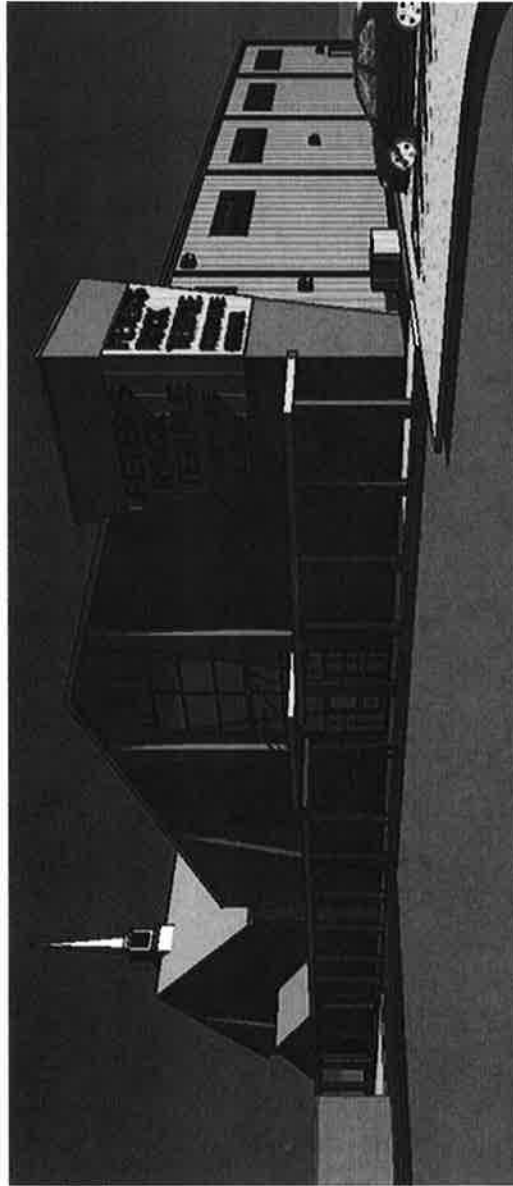
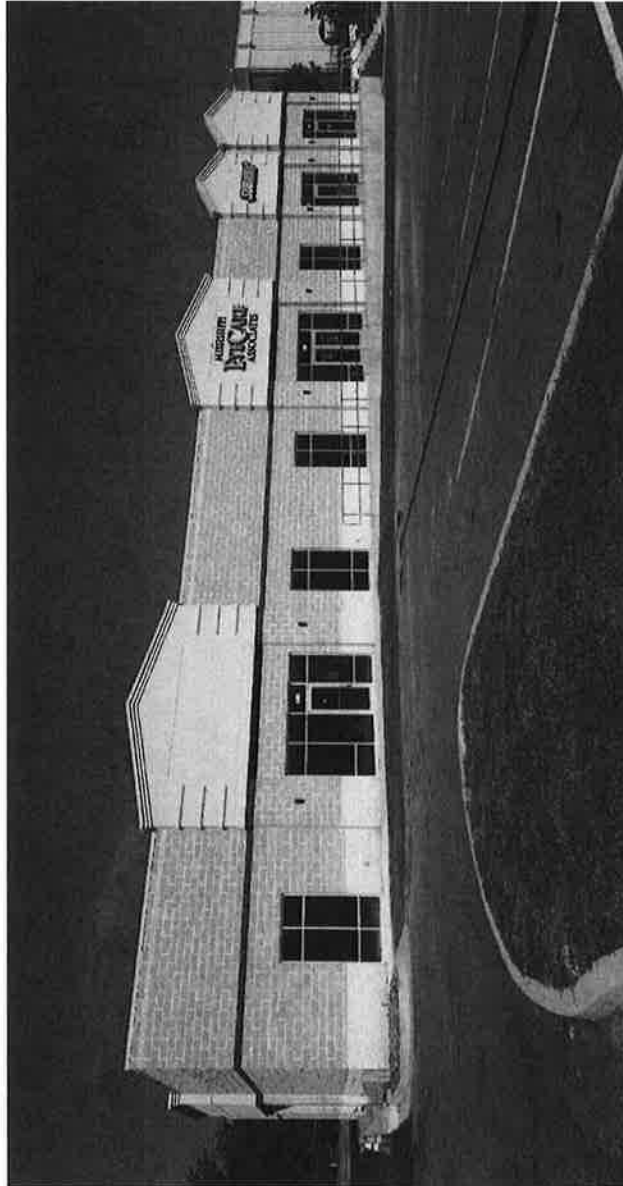
817-804-5794

Chandler Park features an active, efficiently organized program centered on a main pavilion. To accommodate children and their parents a themed playground and modern splashpad is at the main pavilion offering shade, play and seating conveniently and centrally located. The sport program is supplemented by adding to existing tennis court, creating new beach volleyball, basketball and a skate plaza. The eastern side of the park features a natural area with a quarter mile (400 Meter) walking trail with workout stations leading along a wetland area and fishing pond. Throughout the park multiple pavilions offer shade and BBQ grills surrounded by flowering native Texas plants.



SECTION V

MAJOR DESIGN STUDIO, PLLC.



Proposed techniques

Major Design Studio, PLLC and its quality consultants have been in business for many years and have completed new construction and renovated park and recreation facilities. MDS and its consultants have designed beautiful, creative and functional park and recreation projects. MDS and its consultants believe that we possess the attributes needed to provide a successful solution to completing park and recreation facility. Our team have provided professional services on numerous park and recreation facilities and other projects throughout the nation and state, as presented in our proposal.

Our team members have over 40 years of combined experience in architecture and/or park and recreation designs. Our team can provide range of architectural services from preliminary planning, cost estimating, and schematic design to construction documents, specifications, facility assessment, landscape architecture, land planning/ Civil, interior design/ furnishing and equipment, sustainable design, structural, mechanical, electrical engineers and construction administration (inspection of work) on your project. MDS team attributes will ensure the success of your project and the architect-client relationship:

- Client's knowledge and understanding that we represent them first, last and always
- Award winning experience with numerous park and recreation facilities throughout the nation including Mississippi and Texas.
- With our down-to-earth approach to design needs and attention to the smallest details, have created success thru maintaining existing partnerships and contracting with new clients.
- Unique/Creative design approach to address your goals
- Personal Service approach from preliminary planning to construction administration and warranty.
- Review and offer life cycle cost of materials and fixtures for your review.

Our team uses Building Information Modeling (BIM) on every design project to ensure more detailed and comprehensive design projects. Our team has the experience and knowledge to successfully complete your park and recreation facility. MDS and its consultants are eagerly excited and enthusiastic to design you a masterpiece that will be pleasing to you, the City and the community.



Quality of products

Major Design Studio, PLLC will review and offer energy consumption and operation cost materials and fixtures for your review.



CITY OF HATTIESBURG

ARCHITECTURAL AND ENGINEERING PROFESSIONAL SERVICES

REQUEST FOR PROPOSALS # HTGEY01 - PARKS & RECREATION

SIGNATURE PAGE

In compliance with this RFP, the undersigned agrees to furnish the services in accordance with the attached Proposal or as mutually agreed upon by subsequent negotiation.

Major Design Studio, PLLC

Company Submitting Proposal

414-1 Main Street

Address

Columbus, MS 39701

City

State

Zip

662.425.2485

Phone Number

662.855.0131

Fax Number

majordesigns4@hotmail.com

Email

Web Address

Major Andrews IV, AIA, NCARB

Principal

Authorized Person Submitting RFP (Print)

Title



Signature

6/7/17

Date

REFERENCES

MAJOR DESIGN STUDIO, PLLC.



Powell Rucker, Retired Superintendent..... 662.528.1500
 Holmes County Schools
 313 Olive Street
 Lexington, MS 39095

Dexter Green, Superintendent 601.842.5200
 Okolona Municipal Separate School District
 411 West Main Street
 Okolona, MS 38860

Lakeyah White, Director 601.545.4590
 HPFL Metropolitan Planning Organization
 City of Hattiesburg
 P.O. Box 1898
 Hattiesburg, MS 39403

Craig Shannon, Deputy Superintendent 662.386.8643
 Columbus Municipal School District
 2630 McArthur Drive
 Columbus, MS 39701

John Cumberland, Planner 601.650.1552
 Mississippi Band of Choctaw Indians
 101 Industrial Road
 Choctaw, MS 39350

Robert E. Smith, Sr., Mayor 662.328.7021
 City of Columbus
 523 Main Street
 Columbus, MS 39701

Dr. Rashad Ali, Director – Family Health Clinic 601.425.3033
 Family Health Center Main Clinic
 117 South 11th Avenue
 Laurel, MS 39440

FAMILY HEALTH CENTER, INC.

531 HWY 28 EAST
TAYLORSVILLE, MS 39168
Telephone: (601) 785-9580
Fax: (601) 785-9910

117 S. 11TH AVENUE
P.O. BOX 4361
LAUREL, MS 39441
Telephone: (601) 425-3033
Fax: (601) 428-6561

203 BROAD STREET
P.O. BOX 279
SANDERSVILLE, MS 39477
Telephone: (601) 426-9918
Fax: (601) 649-5575

May 4, 2016

I would like to formally express my appreciation and my satisfaction with the renovation of our medical facility in Laurel, Mississippi. We could not have asked for a better outcome. Although there was much to be done, you exceeded our expectations. MDS was giving the monumental task of adding a second floor to an existing single story building. It was thought to be an impossible feat. Therefore, we explained our situation to you, our end goal, the requirements, and you did everything else.

I can say without any reservations that Major Design Studio is one of the best in the business. Our customer satisfaction level is an A+, and it is my intention to recommend you to anyone in need of a quality company who can turn dreams into reality. Again, thanks for your outstanding service.

Sincerely,



Rashad N. Ali, MD, JD, FACOG
Chief Executive Officer



"Quality Health Care Because We Care So Much!"

"Family Health Center is an Equal Opportunity Employer and Provider"

West Tallahatchie School District

P.O. Box 129
Webb, Mississippi 38966
OFFICE OF THE SUPERINTENDENT

DR. DARRON L. EDWARDS
Superintendent



Phone: 662.375.9291
Fax: 662.375.9294

May 25, 2016

MAJOR DESIGN STUDIO, PLLC
1328 Shady Street
Columbus, MS 39701

Dear Major and Ryan:

It is with great sincerity that I send this letter of gratitude for your wonderful construction projects to the West Tallahatchie School District. Your brilliant adaptation to our schools into modern educational facilities is truly an addition to enhance our student achievement.

It has been an absolute pleasure and privilege to work with you and your firm during the design, construction and completion of the unique HVAC projects which will be enjoyed by the staff, students and community for years to come.

You are not only exquisite architects, you are incredible men. You all demonstrated an exceptional level of professionalism, compassion, and care. I wish you all the best in health and happiness in your future endeavors.

In conclusion, it is with the utmost confidence that I recommend Major Design Studio to anyone desiring extraordinary quality service.

Sincerely,

Dr. Darron L. Edwards, Ph.D.
Superintendent, West Tallahatchie School District
Email: darronedwards@wtsd.k12.ms.us

KATHI WILSON
Deputy Superintendent
Curriculum and Instruction

DR. ANGEL MEERS
Assistant Superintendent
Federal/State Programs

DR. MARIO MILLER
Director of Special Education

CLAUDETTE RICHARD
Director of Personnel, Nurse
& Home Liaison Programs

SANDRA WINSTON
Director of Testing/Athletics
& Transportation



Holmes County School District
Powell Rucker
Superintendent of Education

"Our Children's Future Depends on Us"

TINA CROSS
TST Coordinator

BEATRICE PETCHARD
Child Nutrition Director

KATHY SAMPLE
Finance Director

PEARL MABRY
Technology Specialist

BOBBY WILLIAMS
Technology Coordinator

October 9, 2015

MAJOR DESIGN STUDIO, PLLC
1328 Shady Street
Columbus, MS 39701

Mr. Ashford and Mr. Andrews:

I am simply writing to express my appreciation and my satisfaction with the construction of our athletic complex in Holmes County. We could not have asked for a better job. Although there was much to be done, you exceeded our expectations. After merging our three high schools, Holmes County School District became a 5-A district. None of our previous facilities were adequate. We explained our situation to you, explained our "wish list", explained the requirements, and you did everything else. Our athletic complex is the pride of our community.

I can say without any reservations that Major Design Studio is one of the best in the business. Our customer satisfaction index is 100%, and it is my intention to recommend you to anyone in need of a quality company who can turn dreams into reality. Once again, thank you for your excellent service.

Sincerely,

Powell Rucker, Superintendent

CALEDONIA NATURAL GAS DISTRICT

Donald Franklin Myers

Board Chairman

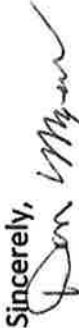
January 27, 2016

To Whom It May Concern:

The Caledonia Natural Gas District received a Small Municipalities and Limited Population Counties Grant in 2015. Mr. Major Andrews was chosen to do the architectural design for the project. Major's skills were very impressive and he showed a willingness to work with all parties involved.

The project was a great success and was handled in a most professional manner. If the Caledonia Natural Gas District is again approved for such a grant, we would not hesitate to hire Major Andrews for the design work of the Project.

Sincerely,



Don Myers, Chairman

Caledonia Natural Gas District

Community Students

Executive Director
Beulah F. Greer
Office: (662) 834-0905
Fax: (662) 834-0906
beulahgreer@bellsouth.net



Learning Center

Board Members
Leslie Greer, President
Vincent Allen, Vice President
Kathy Anderson, Treasurer
Lisa Gilmore, Assistant Treasurer
Anthony Chambers, M. D., Member
Dr. Joyce Grayer, Member
Antonio Greer, Member
Darryl Jenkins, Member

August 27, 2015

To Whom It May Concern:

It is with great pleasure that the Community Students Learning Center (CSLC) submit this letter of reference on Ryan Ashtford, Associate AIA – Associate and Senior Project Manager for Major Design Studio, PLLC. As a recent developer of a single family housing subdivision (Faith Hill) in Lexington, Miss., we, the CSLC, found Ryan's work to be excellent, high quality and professional. He was an extremely passionate about his work and utilized to the fullest his nearly 16 years of professional architectural design and project experience from the early stages of our project until completion.

CSLC, as a new entity to the world of housing development, was very fortunate to have him to guide it through the various aspects of the project. One thing that impressed us the most that he was cost conscious without jeopardizing quality. He helped with architectural design, site management and more. We are most proud of the way he ensured client satisfaction.

Therefore, without any reservations whatsoever, we recommend Ryan and his work to you, your company and project. We believe you will be extremely pleased with his work. If you have questions or concerns, please do not hesitate to call me at (662) 834-0905 or (601) 927-1495.

Respectfully,

Beulah Greer, Executive Director



Learning for Life

POST OFFICE BOX 288
LAUREL, MS 39441
PHONE: (601) 649-6391
FAX: (601) 649-6398

August 26, 2015

To Whom It May Concern:

Being the Deputy Superintendent for the Laurel School District, I have had the pleasure of knowing and working with Mr. Ryan Ashford for many years. Mr. Ashford paid a key role in restructuring the Laurel School District after Katrina made her visit in 2005. We had major damage at our High School Gym and Stadium as well as damage at the other facilities. In 2007 Mr. Ashford played a key role in the restoration of our Stewart Jones facility after fire destroyed a major portion of this historical building.

Mr. Ashford was always dependable and more than willing to go the extra mile to ensure all our architectural needs were met. He went above and beyond to answer all questions and followed each project insuring they were completed according to contract.

Sincerely,

Dr. John Harper
Deputy Superintendent

JH:rm

CONTACT PERSON:

Major Design Studio, PLLC office is located at:

**Major Andrews, AIA, Principal
Ryan Ashford, Assoc. AIA, Associate
414 Main Street
Columbus, MS 39701
662.425.2485
662.855.0131 Fax**



June 22, 2017

Attention: Kermas Eaton

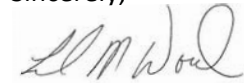
RE: FEMA-4295-DR-MS – City of Hattiesburg, #035-31020-00
A&E RFP score sheet results and recommendation PW Ref #HTGEY 01 Timberton Park

The City of Hattiesburg received proposals from 5 firms on 8 June 2017 that responded to the Request for Proposals advertised by the city. The scoring committee met to score packages on 22 June 2017. The scoring committee members were Kermas Eaton, Ann Jones, and Lamar Rutland. The firm with the highest overall score was Neel Schaffer. The score sheets are attached.

Neel Schafer's total score was 281

The scoring committee recommends that the council select Neel-Schaffer to provide A&E services for the rebuild of Timberton Park pending negotiated fees allowed by FEMA

Sincerely,

A handwritten signature in dark ink, appearing to read "Leo Wood", is written over a light gray rectangular background.

Leo Wood

Senior Project Manager
Broaddus & Associates

REQUEST FOR PROPOSALS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00a.m., Thursday, June 8, 2017, in the City Clerk's Office in City Hall of said City for furnishing the City's requirements of the following:

Request for Proposals for Architectural and Engineering Professional Services for the City of Hattiesburg Parks and Recreation Department.

The above shall be bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, Post Office Box 1898, 200 Forrest Street, Hattiesburg, Mississippi 39403-1898, (601)545-4552, which may be obtained upon request.

Each RFP must be received in a sealed envelope which is marked in the lower left-hand corner with the words "Request for Proposals" and the NAME OF ITEM on which RFPs being made and the DATE OF THE OPENING.

PUBLISHED by Order of the Council on this the 2nd day of May, 2017.

CITY OF HATTIESBURG, MISSISSIPPI

BY:

CITY CLERK

(SEAL)

May 10, 17, 2017

0002126388-01



City of Hattiesburg, MS

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

Master

File Number: 2017-604

File ID: 2017-604

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester: Lamar Rutland

File Created: 08/01/2017

Brief Title: ComSWIP Water Phase II

Final Action:

Minute Book Number: MB2017-340

Title:

Acknowledge receipt of bids on July 20, 2017 for the ComSWIP Water Improvements Phase II - Palmers Crossing and Irene Chapel project and accept the bid of C.B. Developers, Inc. in the amount of \$2,054,414.75 as the lowest and best bid.

Notes:

Agenda Date: 08/08/2017

Indexes:

Agenda Number: VII.-12

Sponsors:

Enactment Date:

Attachments: Recommendation Letter and Bid Tab,
1273W007_Affidavit of Publication

Enactment Number:

Contact:

Meeting Date: 08/08/2017

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	08/08/2017					

Text of Legislative File 2017-604

Title

Acknowledge receipt of bids on July 20, 2017 for the ComSWIP Water Improvements Phase II - Palmers Crossing and Irene Chapel project and accept the bid of C.B. Developers, Inc. in the amount of \$2,054,414.75 as the lowest and best bid.

Summary

ComSWIP Water Phase II - Palmers Crossing and Irene Chapel

Budget Information

105695.7245.51

Expenditure Type

Water / Sewer Bonds

Purchasing Item

Sealed Bid



Engineering Progress

July 20, 2017

City of Hattiesburg
Post Office Box 1898
Hattiesburg MS 39403-1898

Attn: Lamar Rutland, P.E.

RE: Comprehensive Water Improvements Ph II – Palmers Crossing and Irene
Chapel
City of Hattiesburg

Dear Mr. Rutland:

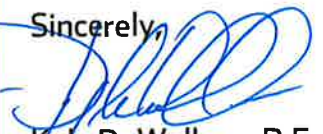
I have certified the enclosed bid tabulation that represents all bids that were received and opened at 10:00 a.m. on July 20, 2017 for the above referenced project.

I am recommending the lowest bidder C.B. Developers, Inc. of Hattiesburg, MS in the bid amount of Two Million, Fifty-Four Thousand, Four Hundred Fourteen Dollars and Seventy-Five Cents (\$2,054,414.75).

Enclosed is a copy of the original bid from C.B. Developers, Inc.

Should you have any questions and/or comments, please, do not hesitate to contact me.

Sincerely,



Kyle D. Wallace, P.E.
Project Engineer

/aa
Enclosures

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

BID TAB				July 20, 2017		C.B. Developers, Inc.		TL Wallace Construction, Inc.		Jay Bearden Construction, Inc.		4-D Construction, Inc.		Miller Enterprises LLC	
Project: Comprehensive Water Improvements - Phase II						1716 Evelyn Gandy Pkwy, Suite 40 Hattiesburg, MS 39401		4025 Hwy 35 North Columbia, MS 39429		P.O. Box 180428 Richland, MS 39218		PO Box 127 Louisville, MS 39339		136 Wilson Road Hattiesburg, MS 39402	
Project No. 1273-W007															
BASE BID															
Item No.	Item Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
	Water Pipe Items														
1	4" Class 350 Ductile Iron Water Pipe (Open Cut)	Lin. Ft	260	\$25.44	\$6,614.40	\$26.00	\$6,760.00	\$26.48	\$6,884.80	\$24.00	\$6,240.00	\$24.35	\$6,331.00		
2	6" Class 350 Ductile Iron Water Pipe (Open Cut)	Lin. Ft	280	\$23.74	\$6,647.20	\$21.00	\$5,880.00	\$21.91	\$6,134.80	\$26.00	\$7,280.00	\$23.11	\$6,470.80		
3	8" Class 350 Ductile Iron Water Pipe (Open Cut)	Lin. Ft	590	\$23.72	\$13,994.80	\$27.00	\$15,930.00	\$27.29	\$16,101.10	\$29.67	\$17,505.30	\$27.45	\$16,195.50		
4	12" Class 350 Ductile Iron Water Pipe (Open Cut)	Lin. Ft	27000	\$31.08	\$839,160.00	\$36.00	\$972,000.00	\$36.92	\$996,840.00	\$40.00	\$1,080,000.00	\$36.00	\$972,000.00		
5	12" Class 350 Ductile Iron Water Pipe (Bored - No Casing)	Lin. Ft	1090	\$66.98	\$73,008.20	\$73.00	\$79,570.00	\$67.47	\$73,542.30	\$78.00	\$85,020.00	\$205.00	\$223,450.00		
6	16" 200 PSI, DR9, HDPE (Open Cut) (Incl. adapter fittings)	Lin. Ft	780	\$111.27	\$86,790.60	\$84.00	\$65,520.00	\$166.00	\$129,480.00	\$125.00	\$97,500.00	\$108.23	\$84,419.40		
7	16" 200 PSI, DR9, HDPE (Direction Bore) (Incl. adapter fittings)	Lin. Ft	460	\$133.85	\$61,571.00	\$145.00	\$66,700.00	\$226.95	\$104,397.00	\$174.50	\$80,270.00	\$245.50	\$112,930.00		
	Casing Items														
8	18" Steel Casing, 0.25" WT (Open Cut)	Lin Ft	20	\$112.00	\$2,240.00	\$56.00	\$1,120.00	\$117.72	\$2,354.40	\$150.00	\$3,000.00	\$105.70	\$2,114.00		
9	14" Steel Casing, 0.25" WT (Bored)	Lin Ft	40	\$94.99	\$3,799.60	\$90.00	\$3,600.00	\$125.34	\$5,013.60	\$150.00	\$6,000.00	\$374.10	\$14,964.00		
10	18" Steel Casing, 0.25" WT (Bored)	Lin Ft	610	\$112.44	\$68,588.40	\$113.00	\$68,930.00	\$194.87	\$118,870.70	\$160.00	\$97,600.00	\$376.55	\$229,695.50		
11	20" Steel Casing, 0.375" WT (Bored - Railroad)	Fin Ft	740	\$295.72	\$218,832.80	\$403.00	\$298,220.00	\$294.49	\$217,922.60	\$329.00	\$243,460.00	\$410.38	\$303,681.20		
	Connection Items														
12	Connection: Proposed 12" to Existing 12" (Straight Connection w/ fittings)	Each	2	\$1,509.99	\$3,019.98	\$1,300.00	\$2,600.00	\$2,732.93	\$5,465.86	\$1,450.00	\$2,900.00	\$1,167.50	\$2,335.00		
13	Connection: Proposed 12" to Existing 12" (Hot Tap w/ Valve Assembly & other fittings)	Each	3	\$6,603.33	\$19,809.99	\$4,300.00	\$12,900.00	\$7,871.60	\$23,614.80	\$4,485.00	\$13,455.00	\$5,822.00	\$17,466.00		
14	Connection: Proposed 12" to Proposed 12" (Tee & other fittings)	Each	5	\$1,741.31	\$8,706.55	\$2,260.00	\$11,300.00	\$4,181.71	\$20,908.55	\$2,850.00	\$14,250.00	\$1,908.00	\$9,540.00		
15	Connection: Proposed 12" to Proposed 12" & 8" (Tee & other fittings)	Each	1	\$2,191.77	\$2,191.77	\$2,000.00	\$2,000.00	\$4,234.97	\$4,234.97	\$3,010.00	\$3,010.00	\$2,219.00	\$2,219.00		
16	Connection: Proposed 12" to Proposed 8" (Tee & other fittings)	Each	2	\$1,723.93	\$3,447.86	\$2,000.00	\$4,000.00	\$2,972.37	\$5,944.74	\$3,010.00	\$6,020.00	\$1,559.00	\$3,118.00		
17	Connection: Proposed 12" to Proposed 12" & Existing 8" & 6" (Tees & other fittings)	Each	1	\$3,061.78	\$3,061.78	\$2,900.00	\$2,900.00	\$3,673.13	\$3,673.13	\$3,400.00	\$3,400.00	\$3,910.00	\$3,910.00		
18	Connection: Proposed 12" to Proposed 12" & Existing 4" (Tee & other fittings)	Each	2	\$2,263.80	\$4,527.60	\$2,270.00	\$4,540.00	\$4,295.85	\$8,591.70	\$2,400.00	\$4,800.00	\$2,426.00	\$4,852.00		
19	Connection: Proposed 12" to Existing 6" (Tee & other fittings)	Each	10	\$1,878.23	\$18,782.30	\$1,750.00	\$17,500.00	\$2,833.05	\$28,330.50	\$2,030.00	\$20,300.00	\$1,560.00	\$15,600.00		
20	Connection: Proposed 12" to Existing 6" & 4" (Tees & other fittings)	Each	1	\$2,813.19	\$2,813.19	\$2,630.00	\$2,630.00	\$3,422.33	\$3,422.33	\$2,500.00	\$2,500.00	\$2,223.00	\$2,223.00		
21	Connection: Proposed 12" to Existing 6" & 4" (Cross & other fittings)	Each	1	\$3,093.80	\$3,093.80	\$2,215.00	\$2,215.00	\$4,755.64	\$4,755.64	\$2,800.00	\$2,800.00	\$1,950.00	\$1,950.00		
22	Connection: Proposed 12" to Existing 4" (Tee & other fittings)	Each	12	\$2,025.74	\$24,308.88	\$1,460.00	\$17,520.00	\$2,981.87	\$35,782.44	\$1,580.00	\$18,960.00	\$1,342.00	\$16,104.00		
23	Connection: Proposed 8" to Existing 12" (Hot Tap w/ Valve Assembly & other fittings)	Each	1	\$3,660.35	\$3,660.35	\$2,800.00	\$2,800.00	\$5,253.30	\$5,253.30	\$3,500.00	\$3,500.00	\$4,748.00	\$4,748.00		
24	Connection: Proposed 8" to Existing 6" (Tee & other fittings)	Each	1	\$1,702.56	\$1,702.56	\$1,700.00	\$1,700.00	\$2,258.15	\$2,258.15	\$1,450.00	\$1,450.00	\$1,386.00	\$1,386.00		
25	Connection: Proposed 8" to Existing 6" & 4" (Tees & other fittings)	Each	1	\$2,657.87	\$2,657.87	\$1,500.00	\$1,500.00	\$2,899.83	\$2,899.83	\$1,800.00	\$1,800.00	\$1,495.00	\$1,495.00		

BID TAB				July 20, 2017		C.B. Developers, Inc.		TL Wallace Construction, Inc.		Jay Bearden Construction, Inc.		4-D Construction, Inc.		Miller Enterprises LLC	
Project: Comprehensive Water Improvements - Phase II						1716 Evelyn Gandy Pkwy, Suite 40 Hattiesburg, MS 39401		4025 Hwy 35 North Columbia, MS 39429		P.O. Box 180428 Richland, MS 39218		PO Box 127 Louisville, MS 39339		136 Wilson Road Hattiesburg, MS 39402	
Project No. 1273-W007															
BASE BID															
	Valve Items														
26	4" Gate Valve	Each	9	\$684.95	\$6,164.55	\$660.00	\$5,940.00	\$714.64	\$6,431.76	\$786.00	\$7,074.00	\$586.00	\$5,274.00		
27	6" Gate Valve	Each	14	\$840.19	\$11,762.66	\$745.00	\$10,430.00	\$859.46	\$12,032.44	\$990.00	\$13,860.00	\$703.00	\$9,842.00		
28	8" Gate Valve	Each	4	\$1,154.21	\$4,616.84	\$1,075.00	\$4,300.00	\$1,182.18	\$4,728.72	\$1,255.00	\$5,020.00	\$1,013.00	\$4,052.00		
29	12" Gate Valve	Each	66	\$2,036.87	\$134,433.42	\$1,850.00	\$122,100.00	\$2,090.39	\$137,965.74	\$2,485.00	\$164,010.00	\$1,726.00	\$113,916.00		
	Fire Protection Items														
30	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	Each	42	\$3,708.92	\$155,774.64	\$3,360.00	\$141,120.00	\$3,804.36	\$159,783.12	\$4,050.00	\$170,100.00	\$3,931.00	\$165,102.00		
31	6" Fire Suppression System Connection (Incl. Tee, Valve, Pipe, Disconnection of Existing System, Connection to Existing Fire System, etc.)	Each	1	\$4,146.85	\$4,146.85	\$2,200.00	\$2,200.00	\$6,715.21	\$6,715.21	\$3,950.00	\$3,950.00	\$5,017.00	\$5,017.00		
	Service Items														
32	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	Each	99	\$445.19	\$44,073.81	\$360.00	\$35,640.00	\$545.17	\$53,971.83	\$420.00	\$41,580.00	\$687.00	\$68,013.00		
33	Commercial Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	Each	17	\$1,085.64	\$18,455.88	\$850.00	\$14,450.00	\$1,463.16	\$24,873.72	\$725.00	\$12,325.00	\$1,402.00	\$23,834.00		
34	Service Tubing (Bored) (All Sizes)	LF	1585	\$4.13	\$6,546.05	\$15.00	\$23,775.00	\$11.25	\$17,831.25	\$18.00	\$28,530.00	\$26.80	\$42,478.00		
35	Residential Meter (Incl: Meter, Meter Box, City Fees, etc)	Each	15	\$550.23	\$8,253.45	\$400.00	\$6,000.00	\$932.73	\$13,990.95	\$750.00	\$11,250.00	\$3,506.00	\$52,590.00		
	Removal Items														
36	Removal of Fire Hydrant and Appurtenances	Each	24	\$409.36	\$9,824.64	\$245.00	\$5,880.00	\$472.00	\$11,328.00	\$500.00	\$12,000.00	\$365.00	\$8,760.00		
37	Abandonment of Exist. Water Lines with flowable Fill	LF	760	\$7.75	\$5,890.00	\$10.00	\$7,600.00	\$12.04	\$9,150.40	\$7.50	\$5,700.00	\$4.75	\$3,610.00		
38	Remove and Reset Existing Storm Sewer Culverts (All Sizes)	Lump Sum	1	\$4,678.36	\$4,678.36	\$7,700.00	\$7,700.00	\$11,210.00	\$11,210.00	\$16,000.00	\$16,000.00	\$9,500.00	\$9,500.00		
	Miscellaneous Construction Items														
39	Select Fill Material (Class 9, Group C), LVM for Gravel Driveway Repair	CY	35	\$21.05	\$736.75	\$28.00	\$980.00	\$76.70	\$2,684.50	\$50.00	\$1,750.00	\$17.00	\$595.00		
40	Asphalt Pavement Repair (All Depths)	TON	460	\$181.29	\$83,393.40	\$370.00	\$170,200.00	\$177.00	\$81,420.00	\$172.00	\$79,120.00	\$135.00	\$62,100.00		
41	Concrete Pavement Repair (All Depths)	SY	338	\$116.96	\$39,532.48	\$100.00	\$33,800.00	\$112.10	\$37,889.80	\$150.00	\$50,700.00	\$49.00	\$16,562.00		
42	Concrete Curb and Gutter Repair (Match Existing in kind)	LF	25	\$58.48	\$1,462.00	\$45.00	\$1,125.00	\$177.00	\$4,425.00	\$50.00	\$1,250.00	\$30.00	\$750.00		
43	Crushed Aggregate for Road Repair (Size 825)	TON	151	\$58.48	\$8,830.48	\$60.00	\$9,060.00	\$59.00	\$8,909.00	\$62.00	\$9,362.00	\$48.00	\$7,248.00		
44	Temporary Erosion Control	Lump Sum	1	\$6,432.75	\$6,432.75	\$8,700.00	\$8,700.00	\$8,260.00	\$8,260.00	\$18,000.00	\$18,000.00	\$4,800.00	\$4,800.00		
45	Grassing	Lump Sum	1	\$4,678.36	\$4,678.36	\$9,000.00	\$9,000.00	\$5,310.00	\$5,310.00	\$17,500.00	\$17,500.00	\$5,000.00	\$5,000.00		
46	Maintenance of Traffic	Lump Sum	1	\$5,847.95	\$5,847.95	\$11,500.00	\$11,500.00	\$11,210.00	\$11,210.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00		
47	Mobilization	Lump Sum	1	\$5,847.95	\$5,847.95	\$65,000.00	\$65,000.00	\$49,560.00	\$49,560.00	\$20,000.00	\$20,000.00	\$270,689.00	\$270,689.00		
Bid Total:					\$2,054,414.75		\$2,366,835.00		\$2,512,358.68		\$2,522,101.30		\$2,948,929.40		

This is to certify that I have checked the tabulation of the bids received by the City of Hattiesburg on July 20, 2017, and that said tabulation is true and correct to the best of my belief.

Kyle D. Wallace, P.E.

Comments:

*Mathematical Correction

**AFFIDAVIT OF PUBLICATION
HATTIESBURG AMERICAN**

TO: SHOWS, DEARMAN, & WAITS, INC.
301 2ND AVE
HATTIESBURG, MS 39401
Acct# TCL-H13707

Ad Number: 0002023868

**THE STATE OF MISSISSIPPI
FORREST COUNTY**

PERSONALLY appeared before me, the undersigned notary public in and for the City of Hattiesburg, Forrest County, Alicia Collins, an authorized clerk of the Hattiesburg American, a newspaper as defined and prescribed in Sections 13-3-31 and 13-3-32, of the Mississippi Code of 1972, as amended, who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

Was published in said newspaper in the issue(s) of:

03/30/17, 03/31/17, 04/05/17, 04/07/17

Size: 292 words / 1 col. x 48 lines

Published: 2 time(s)

Now due on said account is \$67.32

Signed Alicia Collins
Authorized Clerk of the Hattiesburg American

SWORN to and subscribed before me on 04/07/2017.

Frances L. Mack
Notary Public
Frances Mack

Notary Public State of Mississippi at Large.

(SEAL)



ADVERTISEMENT FOR BIDS

NOTICE is hereby given that the City Clerk of the City of Hattiesburg, Mississippi, will receive sealed bids until 10:00 a.m. on May 11, 2017 in the City Clerk's Office in the City Hall at 200 Forrest Street of said City for furnishing the City's requirements for the following:

COMPREHENSIVE WATER IMPROVEMENTS
PHASE II
PALMERS CROSSING AND IRENE CHAPEL
HATTIESBURG, MISSISSIPPI

Plans, Specifications and proposal forms may be obtained from Shows, Dearman & Waits, Inc., 301 Second Avenue, Hattiesburg, Mississippi, 39401, upon deposit of \$150.00, non-refundable. All bids must be accompanied by bid security equal to 5% of the amount of the bid, in the form of a certified check, cashier's check or a bid bond written by a company properly licensed in Mississippi.

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

BID:

COMPREHENSIVE WATER IMPROVEMENTS
PHASE II
PALMERS CROSSING AND IRENE CHAPEL
HATTIESBURG, MISSISSIPPI

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

March 31, 2017

April 7, 2017

0002023868-01



City of Hattiesburg, MS

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

Master

File Number: 2017-600

File ID: 2017-600

Type: Regular Agenda Item

Status: Agenda Ready

Version: 2

Reference:

In Control: City Council

Requester: Lamar Rutland

File Created: 08/01/2017

Brief Title: ComSWIP Sewer Phase V

Final Action:

Minute Book Number: MB2017-341

Title:

Acknowledge receipt of bids on May 18, 2017 for the ComSWIP Sewer Improvements Phase V project and accept bid from C.B. Developers, Inc. in the amount of \$1,077,240.50 as the only bid received.

Notes:

Agenda Date: 08/08/2017

Indexes:

Agenda Number: VII.-13

Sponsors:

Enactment Date:

Attachments: Recommendation Letter and Bid Tab,
1273S005_Affidavit of Publication

Enactment Number:

Contact:

Meeting Date: 08/08/2017

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	City Council	08/08/2017					

Text of Legislative File 2017-600

Title

Acknowledge receipt of bids on May 18, 2017 for the ComSWIP Sewer Improvements Phase V project and accept bid from C.B. Developers, Inc. in the amount of \$1,077,240.50 as the only bid received.

Summary

ComSWIP Sewer Phase V

Budget Information

105695.7220.54

Expenditure Type

Water & Sewer Bonds

Purchasing Item

Advertised Bids



Engineering Progress

July 31, 2017

City of Hattiesburg
Post Office Box 1898
Hattiesburg MS 39403-1898

Attn: Lamar Rutland, P.E.

**RE: Comprehensive Sewer Improvements Ph V -
City of Hattiesburg**

Dear Mr. Rutland:

I have certified the enclosed bid tabulation that represents all bids that were received and opened at 10:00 a.m. on May 18, 2017 for the above referenced project.

I am recommending the lowest bidder for Site 1, 2 and 3 to C.B. Developers, Inc. of Hattiesburg, MS in the bid amount of One Million, Seventy-Seven Thousand, Two Hundred Forty Dollars and Fifty Cents (\$1,077,240.50).

Enclosed is a copy of the original bid from C.B. Developers, Inc.

Should you have any questions and/or comments, please, do not hesitate to contact me.

Sincerely,



Kyle D. Wallace, P.E.
Project Engineer

/aa
Enclosures

RECEIVED
7/31/17

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

BID TAB

May 18, 2017

CB Developers, Inc.

Project: Comprehensive Sewer Improvements Phase V

1716 Evelyn Gandy Parkway, Suite 40
Hattiesburg, MS 39401

Project No. 1273-S005

Item No.	Item Description	Quantity	Unit	Unit Price	Amount
Site 1 - Dogwood Drive Area					
Sewer Pipe Items					
1	4" 160 PSI PVC Sanitary Sewer Force Main (All Depths)	1000	Lin. Ft.	\$7.84	\$7,840.00
2	8" SDR 26 PVC Sewer Pipe (0'-6')	1098	Lin. Ft.	\$24.16	\$26,527.68
3	8" SDR 26 PVC Sewer Pipe (6'-8')	601	Lin. Ft.	\$26.56	\$15,962.56
4	8" SDR 26 PVC Sewer Pipe (8'-10')	123	Lin. Ft.	\$38.55	\$4,741.65
5	8" SDR 26 PVC Sewer Pipe (10'-12')	101	Lin. Ft.	\$43.34	\$4,377.34
6	8" SDR 26 PVC Sewer Pipe (12'-14')	135	Lin. Ft.	\$48.14	\$6,498.90
7	Air Release and Vacuum Valve Assembly (Including Precast Concrete Manhole)	1	Each	\$4,189.24	\$4,189.24
Manhole Items					
8	48" Precast Concrete Sewer Manhole (0'-6')	3	Each	\$2,689.82	\$8,069.46
9	48" Precast Concrete Sewer Manhole (6'-8')	8	Each	\$3,176.78	\$25,414.24
10	48" Precast Concrete Sewer Manhole (8'-10')	1	Each	\$3,658.87	\$3,658.87
11	48" Precast Concrete Sewer Manhole (10'-12')	1	Each	\$4,190.30	\$4,190.30
12	48" Precast Concrete Sewer Manhole (12'-14")	1	Each	\$4,382.73	\$4,382.73
Sewer Service Items					
13	6" SDR 26 PVC Sewer Pipe for Services (All Depths)	942	Lin. Ft.	\$10.60	\$9,985.20
14	8"x8"x6" PVC Tee	8	Each	\$323.75	\$2,590.00
15	6" PVC Cleanout	8	Each	\$359.74	\$2,877.92
Lift Station Items					
16	Lift Station Incl Clearing and Grubbing, Borrow Material, Crushed Aggregate, Concrete Wet Well, Pumps, Electrical, Disconnect, Valve Pit, Gauges, Service Pole, Meter Box, Lifting Chain or Cable, Guide Rail Assembly, Chain Link Fencing, Etc.	1	LS	\$207,236.80	\$207,236.80
Miscellaneous Construction Items					
17	Abandonment of Septic Tanks	7	Each	\$359.68	\$2,517.76
18	Drop Manhole Assembly (All Depths)	3	Each	\$869.23	\$2,607.69
19	Water Service Repair (Including Service Tubing, Fittings, Corp Stop, Curb Stop, Tapping Saddle, Etc.)	4	Each	\$599.95	\$2,399.80
20	Crushed Aggregate (Size 825)	612	Ton	\$44.96	\$27,515.52
21	Select Fill Material (Class 9, Group C), LVM	2495	Cu. Yd.	\$10.79	\$26,921.05
22	Hot Mix Asphalt, ST, 9.5mm	208	Tons	\$167.85	\$34,912.80
23	Concrete Pavement Repair (All Depths)	57	Sq. Yd.	\$59.95	\$3,417.15
24	Removal of Cross Drains (All Types and Sizes)	16	Lin. Ft.	\$11.99	\$191.84
25	30" Reinforced Concrete Pipe, Class III, Rubber Gaskets	16	Lin. Ft.	\$95.92	\$1,534.72
26	Class "B" Concrete, Minor Structures	5	Cu. Yd.	\$2,353.82	\$11,769.10
27	Grassing	1	Lump Sum	\$3,896.56	\$3,896.56
28	Erosion Control	1	Lump Sum	\$6,594.17	\$6,594.17
29	Mobilization	1	Lump Sum	\$44,960.26	\$44,960.26
30	Maintenance of Traffic	1	Lump Sum	\$29,973.50	\$29,973.50
Subtotal (Site 1):					\$537,754.81
Site 2 & 3- Corrine Street, Emerald Lane & Duke Avenue					
Sewer Pipe Items					
1	8" SDR 26 PVC Sewer Pipe (6'-8')	243	Lin. Ft.	\$24.46	\$5,943.78
2	8" SDR 26 PVC Sewer Pipe (8'-10')	635	Lin. Ft.	\$26.56	\$16,865.60
3	8" SDR 26 PVC Sewer Pipe (10'-12')	125	Lin. Ft.	\$28.95	\$3,618.75

BID TAB**May 18, 2017****Project: Comprehensive Sewer Improvements Phase V****CB Developers, Inc.**1716 Evelyn Gandy Parkway, Suite 40
Hattiesburg, MS 39401**Project No. 1273-S005**

4	8" SDR 26 PVC Sewer Pipe (12'-14')	137	Lin. Ft.	\$31.35	\$4,294.95
5	8" SDR 26 PVC Sewer Pipe (14'-16')	102	Lin. Ft.	\$36.15	\$3,687.30
6	8" SDR 26 PVC Sewer Pipe (16'-18')	187	Lin. Ft.	\$40.94	\$7,655.78
7	8" SDR 11 HDPE Sewer Service Bore	275	Lin. Ft.	\$59.47	\$16,354.25
8	15" SDR 26 PVC Sewer Pipe (6'-8')	733	Lin. Ft.	\$38.50	\$28,220.50
9	15" SDR 26 PVC Sewer Pipe (8'-10')	336	Lin. Ft.	\$43.29	\$14,545.44
10	15" SDR 26 PVC Sewer Pipe (10'-12')	225	Lin. Ft.	\$48.09	\$10,820.25
11	24" Steel Casing (Bored)	60	Lin. Ft.	\$213.46	\$12,807.60
Manhole Items					
12	48" Precast Concrete Sewer Manhole (8'-10')	3	Each	\$3,179.29	\$9,537.87
13	48" Precast Concrete Sewer Manhole (12'-14')	1	Each	\$3,663.36	\$3,663.36
14	48" Precast Concrete Sewer Manhole (14'-16")	1	Each	\$4,675.87	\$4,675.87
15	60" Precast Concrete Sewer Manhole (6'-8')	3	Each	\$4,615.92	\$13,847.76
16	60" Precast Concrete Sewer Manhole (10'-12')	2	Each	\$4,991.79	\$9,983.58
17	Drop Manhole Assembly (All Depths)	3	Each	\$869.23	\$2,607.69
18	Demolition and Removal of Existing Sewer Manhole	8	Each	\$1,498.68	\$11,989.44
Sewer Service Items					
19	6" SDR PVC Sewer Pipe for Services (All Depths)	270	Lin. Ft.	\$10.56	\$2,851.20
20	8"x8"x6" PVC Tee	3	Each	\$323.75	\$971.25
21	Service Connection (Insert a Tee)	6	Each	\$585.08	\$3,510.48
22	6" PVC Cleanout	9	Each	\$370.47	\$3,334.23
Miscellaneous Construction Items					
23	Water Service Repair (Including Service Tubing, Fittings, Corp Stop, Curb Stop, Tapping Saddle, Etc.)	8	Each	\$669.01	\$5,352.08
24	Crushed Aggregate (Size 825)	1387	Ton	\$44.96	\$62,359.52
25	Select Fill Material (Class 9, Group C), LVM	8090	Cu. Yd.	\$11.39	\$92,145.10
26	Hot Mix Asphalt, ST, 9.5mm	530	Ton	\$167.85	\$88,960.50
27	Concrete Pavement Repair (All Depths)	25	Sq. Yd.	\$59.95	\$1,498.75
28	Removal of Cross Drains (All Types and Sizes)	180	Lin. Ft.	\$11.99	\$2,158.20
29	12" Reinforced Concrete Pipe, Class III, Rubber Gaskets	24	Lin. Ft.	\$39.57	\$949.68
30	18" Reinforced Concrete Pipe, Class III, Rubber Gaskets	64	Lin. Ft.	\$43.16	\$2,762.24
31	21" Reinforced Concrete Pipe, Class III, Rubber Gaskets	40	Lin. Ft.	\$52.75	\$2,110.00
32	24" Reinforced Concrete Pipe, Class III, Rubber Gaskets	48	Lin. Ft.	\$70.74	\$3,395.52
33	Class "B" Concrete, Minor Structures	1	Cu. Yd.	\$2,381.10	\$2,381.10
34	Grassing	1	Lump Sum	\$3,896.56	\$3,896.56

BID TAB

May 18, 2017

Project: Comprehensive Sewer Improvements Phase V

CB Developers, Inc.
1716 Evelyn Gandy Parkway, Suite 40
Hattiesburg, MS 39401

Project No. 1273-S005

35	Erosion Control	1	Lump Sum	\$7,793.11	\$7,793.11
36	Mobilization	1	Lump Sum	\$41,962.90	\$41,962.90
37	Maintenance of Traffic	1	Lump Sum	\$29,973.50	\$29,973.50
Subtotal (Site 2-3):					\$539,485.69

This is to certify that I have checked the tabulation of the bids received by the City of Hattiesburg on May 18th, 2017, and that said tabulation is true and correct to the best of my belief.

Kyle D. Wallace, P.E.

**AFFIDAVIT OF PUBLICATION
HATTIESBURG AMERICAN**

TO: SHOWS, DEARMAN, & WAITS, INC.
301 2ND AVE
HATTIESBURG, MS 39401
Acct# TCL-H13707

Ad Number: 0001963096

**THE STATE OF MISSISSIPPI
FORREST COUNTY**

PERSONALLY appeared before me, the undersigned notary public in and for the City of Hattiesburg, Forrest County, Alicia Collins, an authorized clerk of the Hattiesburg American, a newspaper as defined and prescribed in Sections 13-3-31 and 13-3-32, of the Mississippi Code of 1972, as amended, who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

Was published in said newspaper in the issue(s) of:

03/02/17, 03/09/17

Size: 317 words / 1 col. x 52 lines

Published: 2 time(s)

Now due on said account is \$76.68

Signed Alicia Collins
Authorized Clerk of the Hattiesburg American

SWORN to and subscribed before me on 03/09/2017.

Frances L. Mack
Notary Public
Frances Mack

Notary Public State of Mississippi at Large.

(SEAL)



ADVERTISEMENT FOR BIDS:

NOTICE is hereby given that the City Clerk of the City of Hattiesburg, Mississippi, will receive sealed bids until 10:00 a.m. on April 6, 2017 in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements for the following:

COMPREHENSIVE SEWER IMPROVEMENT
PHASE V
HATTIESBURG, MISSISSIPPI

Plans, Specifications and proposal forms may be obtained from Shows, Dearman & Waits, Inc., P. O. Box 1711, 301 Second Avenue, Hattiesburg, Mississippi, 39403, upon deposit of \$150.00, non-refundable. All bids must be accompanied by bid security equal to 5% of the amount of the bid, in the form of a certified check, cashier's check or a bid bond written by a company properly licensed in Mississippi.

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

BID:

COMPREHENSIVE SEWER IMPROVEMENT
PHASE V
HATTIESBURG, MISSISSIPPI

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

PUBLISHED by Order of the Council on the 21 day of February A.D., 2017.

CITY OF HATTIESBURG, MISSISSIPPI

BY:

Kemas Eaton, City Clerk

March 2, 2017 and March 9, 2017

0001963096-01



City of Hattiesburg, MS

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

Master

File Number: 2017-602

File ID: 2017-602

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester: Lamar Rutland

File Created: 08/01/2017

Brief Title: Gordon Creek at Kamper Zoo

Final Action:

Minute Book Number: MB2017-341

Title:

Acknowledge receipt of bids on July 13, 2017 for the Gordons Creek Repair between Hardy Street and Camp Street project and accept bid of Fairley Construction Services, Inc. in the amount of \$528,525.00 as the lowest and best bid.

Notes:

Agenda Date: 08/08/2017

Indexes:

Agenda Number: VII.-14

Sponsors:

Enactment Date:

Attachments: 11243_Recommend Award Letter_Lamar, 11243_Bid Tab, 11243_Gordons Creek_Affidavit of Publication

Enactment Number:

Contact:

Meeting Date: 08/08/2017

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	08/08/2017					

Text of Legislative File 2017-602

Title

Acknowledge receipt of bids on July 13, 2017 for the Gordons Creek Repair between Hardy Street and Camp Street project and accept bid of Fairley Construction Services, Inc. in the amount of \$528,525.00 as the lowest and best bid.

Summary

Gordon Creek between Hardy and Camp Streets

Budget Information

001206

Expenditure Type

FEMA Grant

Purchasing Item

Sealed Bid



Engineering Progress

July 19, 2017

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

Attn: Lamar Rutland, P.E.

**Re: Gordons Creek Repair Between Hardy Street & Camp Street
City of Hattiesburg**

Dear Mr. Rutland:

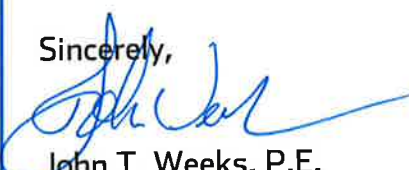
I have certified the enclosed bid tabulation that represents all bids that were received and opened at 10:00 a.m. on July 13, 2017 for the above referenced project.

I am recommending Fairley Construction Services, Inc. of Hattiesburg, MS in the bid amount of Five Hundred Twenty-Eight Thousand, Five Hundred Twenty-Five Dollars and No Cents (\$528,525.00).

Enclosed is a copy of the original bid from Fairley Construction and the original bids from all other bidders.

Should you have any questions and/or comments, please, do not hesitate to contact me.

Sincerely,



John T. Weeks, P.E.
Project Engineer

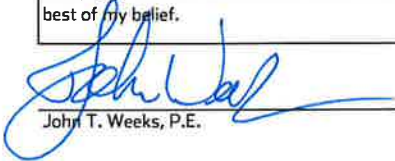
/aa
Enclosures

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

BID TAB	July 13, 2017	Fairley Construction Services, Inc.	Walker Construction, LLC	Holliday Construction, LLC
Project:	Gordons Creek Repair Between Hardy Street & Camp Street	828 Hwy 11 Petal, MS 39465	344 Hwy 13 Wiggins, MS 39577	534 Hwy 26 East Poplarville, MS 39470
Project No.	11243			

BASE BID									
Item No.	Item Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
202-B025	Removal of Concrete Paved Ditch	1850	SY	\$20.00	\$37,000.00	\$25.00	\$46,250.00	\$26.75	\$49,487.50
203-EX018	Borrow Excavation, AH, LVM, Class B9	875	CY	\$20.00	\$17,500.00	\$10.00	\$8,750.00	\$74.65	\$65,318.75
221-A001	Portland Cement Concrete Paved Ditch	315	CY	\$400.00	\$126,000.00	\$450.00	\$141,750.00	\$1,334.00	\$420,210.00
234-A001	Temporary Silt Fence	3350	LF	\$1.50	\$5,025.00	\$2.50	\$8,375.00	\$2.50	\$8,375.00
413-B001	Cleaning and Sealing Joints	32000	LF	\$3.50	\$112,000.00	\$4.25	\$136,000.00	\$5.10	\$163,200.00
618-A001	Maintenance of Traffic	1	LS	\$5,000.00	\$5,000.00	\$6,000.00	\$6,000.00	\$9,673.00	\$9,673.00
620-A001	Mobilization	1	LS	\$100,000.00	\$100,000.00	\$68,000.00	\$68,000.00	\$107,100.00	\$107,100.00
907-225-A001	Grassing	1	ACRE	\$5,000.00	\$5,000.00	\$2,000.00	\$2,000.00	\$4,096.00	\$4,096.00
907-226-A001	Temporary Grassing	1	ACRE	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$4,096.00	\$4,096.00
907-237-A003	Wattles, 20"	100	LF	\$5.00	\$500.00	\$5.00	\$500.00	\$5.00	\$500.00
907-512-B001	Portland Cement Pressure Grout Slurry, Type 1	600000	LBS	\$0.20	\$120,000.00	\$0.25	\$150,000.00	\$0.32	\$192,000.00
Bid Total:					\$528,525.00		\$568,625.00		\$1,024,056.25

This is to certify that I have checked the tabulation of the bids received by the City of Hattiesburg on July 13th, 2017, and that said tabulation is true and correct to the best of my belief.


John T. Weeks, P.E.

**AFFIDAVIT OF PUBLICATION
HATTIESBURG AMERICAN**

TO: SHOWS, DEARMAN, & WAITS, INC.
301 2ND AVE
HATTIESBURG, MS 39401
Acct# TCL-H13707

Ad Number: 0002197450

**THE STATE OF MISSISSIPPI
FORREST COUNTY**

PERSONALLY appeared before me, the undersigned notary public in and for the City of Hattiesburg, Forrest County, Beverly Bolton, an authorized clerk of the Hattiesburg American, a newspaper as defined and prescribed in Sections 13-3-31 and 13-3-32, of the Mississippi Code of 1972, as amended, who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

Was published in said newspaper in the issue(s) of:

06/09/17, 06/16/17

Size: 359 words / 1 col. x 59 lines
Published: 2 time(s)

Now due on said account is \$86.06

Signed Beverly Bolton
Authorized Clerk of the Hattiesburg American

SWORN to and subscribed before me on 06/16/2017,

Alicia Collins
Notary Public
Alicia Collins

Notary Public State of Mississippi at Large.

(SEAL)



ADVERTISEMENT FOR BIDS

NOTICE is hereby given that the City Clerk of the City of Hattiesburg, Mississippi, will receive sealed bids until 10:00 a.m. on July 13, 2017 in the City Clerk's Office in the City Hall at 200 Forrest Street of said City for furnishing the City's requirements for the following:

GORDON'S CREEK REPAIR BETWEEN
HARDY STREET & CAMP STREET
HATTIESBURG, MISSISSIPPI

Plans, Specifications and proposal forms may be obtained from Shows, Dearman & Waits, Inc., 301 Second Avenue, Hattiesburg, Mississippi, 39401, upon deposit of \$150.00, non-refundable. All bids must be accompanied by bid security equal to 5% of the amount of the bid, in the form of a certified check, cashier's check, or a bid bond written by a company properly licensed in Mississippi.

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

BID:

GORDON'S CREEK REPAIR BETWEEN
HARDY STREET & CAMP STREET
HATTIESBURG, MISSISSIPPI

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

PUBLISHED by Order of the Council on the 6th day of June A.D., 2017.
CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Kermas Eaton, City Clerk

Publish on June 9, 2017 and June 16, 2017
City of Hattiesburg
Return PROOF to City Clerk's Office
PO Box 1898
Hattiesburg, MS 39403
June 9 2017, June 26, 2017

0002197450-01



City of Hattiesburg, MS

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

Master

File Number: 2017-594

File ID: 2017-594

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 08/01/2017

Brief Title: Authorize issuance of manual check for HOME Program claim. {Entitlement HOME}

Final Action:

Minute Book Number: MB2017-341

Title:

Authorize issuance of manual check for HOME Program claim. {Entitlement HOME}

Notes:

Agenda Date: 08/08/2017

Indexes:

Agenda Number: VII.-15

Sponsors:

Enactment Date:

Attachments: HOME Program Claim - 709 Highland Avenue

Enactment Number:

Contact:

Meeting Date: 08/08/2017

Drafter: Clarence Williams

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/08/2017					

Text of Legislative File 2017-594

Title

Authorize issuance of manual check for HOME Program claim. {Entitlement HOME}

Summary

Authorize issuance of manual check for HOME Program claim. {Entitlement HOME}

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: La'Keylah White
Department of Federal & State Programs

SUBJECT: Authorize issuance of manual check for HOME Program Claim.

DATE: August 8, 2017

Recipient:	Breakthrough Community Services
Activity:	Rental Rehabilitation -- Property Acquisition
Program:	HOME
Project Site:	709 Highland Avenue
Amount Requested:	\$10,795.31
Purpose of Request:	Payment Request #1
Work Provided by:	Breakthrough Community Services

REQUEST FOR FUNDS FORM

CHDO Name: BREAKTHROUGH COMMUNITY SERVICES::Prepared by: _____

Contact Phone Number: 601-582-3475 Contract Date: July 5, 2017

Payment Request Number: 001 CHDO Activity: 709 Highland Avenue Hattiesburg

Estimated percentage (%) complete: 0%

Request for reimbursement of expense incurred between _____ and _____.

Funds requested are for (check the appropriate choice)

☐ CHDO Developer Fee	☐ Operating Cost	☐ New Construction Development Cost	☒ Rehabilitation Development Cost
--	---	---	--

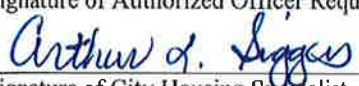
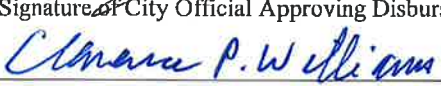
Payment Request Breakdown

Item Description	Amount requested
1) Acquisition of Property located at 709 Highland Avenue	\$ 11,994.78
2)	\$
3)	\$
4)	\$

Project Cost Breakdown

HOME funds		Other project funds	
<i>This section to be completed by Developer</i>		<i>This section to be completed by Developer</i>	
Total Amount Requested for this Draw	\$11,994.78	Total Amount Requested for this Draw	\$ -0-
<i>This section to be completed by City</i>			
Original Contract Amount	\$64,690.05	Original Contract Amounts	\$ -0-
Total Change order amounts	\$ -0-	Total Change order amounts	\$ -0-
Prior payments to date	\$ -0-	Prior payments to date	\$ -0-
Contract balance	\$64,690.05	Contract balances	\$ -0-
Total amount approved	\$11,994.78	Total amounts approved	\$ -0-
10% withheld-FINAL DRAW	\$ 1,199.47	<u> 0 </u> % withheld if any	\$ -0-
This Payment Amount	\$10,795.31	Actual payment amounts	\$ -0-
New Contract balance	\$52,695.27	New Contract balances	\$ -0-
Total retainage held to date	\$ 1,199.47	Total retainage held to date	\$ -0-

Authorized Signatures

Signature of Authorized Officer Requesting Funds 	Print Name Arthur L. Siggers	Date 7-5-17
Signature of City Housing Specialist 	Print Name Robert Jones	Date 08/01/17
Signature of City Official Approving Disbursement 	Print Name Clarence P. Williams	Date 08/01/17



"Breaking the Shackles of Poverty through Services"

Breakthrough Community Services, Inc.

1313 Country Club Road

Hattiesburg, MS 39401

P 601-582-3475

F 601-582-0149

INVOICE

REIMBURSEMENT

BILL TO:

City of Hattiesburg

Department of Federal & State Programs

P. O. Box 1898, Hattiesburg, MS 39401

Phone: 601.545.4558

Project	Property Address	Invoice	Date
Acquisition Rental Rehab	709 Highland Avenue	01	July 25, 2017

Quantity	Description	Unit Price	Total
1	Acquisition of property located at 709 Highland Avenue for the purpose of CHDO rehab rental project	1	11,994.78
			\$11,994.78

Make all checks payable to **Breakthrough Community Services, Inc.**

THANK YOU FOR YOUR BUSINESS!

BREAKTHROUGH COMMUNITY SERVICES, INC.
HATTIESBURG, MISSISSIPPI 39401

1664

Vendor: SHO, LLC

Date: 01/24/2017

1664
Amount: 10,000.00

For: Purchasee of 709 Highland Avenue

INVOICE DATE	INVOICE NUMBER	INVOICE DESCRIPTION	INVOICE AMOUNT	DIST. ACCOUNT	DIST. AMOUNT
01/24/2017	1	Purchasee of 709 Highland	10,000.00	005045	10,000.00

ORIGINAL DOCUMENT PRINTED ON CHEMICAL RESISTIVE PAPER WITH MICROPATTERNED BORDER

1664



BREAKTHROUGH COMMUNITY SERVICES, INC.

TAX ID# 31-1676092
1313 COUNTRY CLUB ROAD
HATTIESBURG, MISSISSIPPI 39401

TRUSTMARK NATIONAL BANK
HATTIESBURG, MISSISSIPPI

85-27/653

NUMBER

1664

DATE
01/24/2017

AMOUNT
*****10,000.00

TEN THOUSAND DOLLARS AND NO CENTS

PAY
TO THE
ORDER
OF

SHO, LLC
P O Box 229
Columbus MS 39703

Janice P. McLee



For: Purchasee of 709 Highland Avenue

THIS RECEIPT CONTAINS HEAVY SUBTLE INK YOU CAN FEEL. DATE: 01/24/2017. MICROPATTERNED BORDER.

BREAKTHROUGH COMMUNITY SERVICES, INC.
HATTIESBURG, MISSISSIPPI 39401

1664

1664

Vendor: SHO, LLC

Date: 01/24/2017

Amount: 10,000.00

For: Purchasee of 709 Highland Avenue

INVOICE DATE	INVOICE NUMBER	INVOICE DESCRIPTION	INVOICE AMOUNT	DIST. ACCOUNT	DIST. AMOUNT
01/24/2017	1	Purchasee of 709 Highland	10,000.00	005045	10,000.00

BREAKTHROUGH COMMUNITY SERVICES, INC.
HATTIESBURG, MISSISSIPPI 39401

1669

Vendor: Forrest County Chancery Clerk Date: 02/01/2017 Amount: 1,994.78
For: Tax redemption for 709 Highland Avenue 2014-2015

INVOICE DATE	INVOICE NUMBER	INVOICE DESCRIPTION	INVOICE AMOUNT	DIST. ACCOUNT	DIST. AMOUNT
01/27/2017	3182013	Tax redemption for 709 Hi	1,994.78	005020	1,994.78

ORIGINAL DOCUMENT PRINTED ON CHEMICALLY REACTIVE PAPER WITH MICROPRINTED BORDER

1669



BREAKTHROUGH COMMUNITY SERVICES, INC.

TAX ID# 31-1676092
1313 COUNTRY CLUB ROAD
HATTIESBURG, MISSISSIPPI 39401

TRUSTMARK NATIONAL BANK
HATTIESBURG, MISSISSIPPI

85-27/653

NUMBER

1669

DATE 02/01/2017 AMOUNT *****1,994.78

ONE THOUSAND NINE HUNDRED NINETY FOUR DOLLARS AND SEVENTY EIGHT CENTS

PAY
TO THE
ORDER
OF

Forrest County Chancery Clerk
Hattiesburg MS 39403

Quinn P. McVie

For: Tax redemption for 709 Highland Avenue 2014-2015

THIS DOCUMENT CONTAINS REAT SENSITIVE INK. TOUCH OR PRESS HERE. RED IMAGE REAPPEARS WHEN HEAT

BREAKTHROUGH COMMUNITY SERVICES, INC.
HATTIESBURG, MISSISSIPPI 39401

1669

Vendor: Forrest County Chancery Clerk Date: 02/01/2017 Amount: 1,994.78
For: Tax redemption for 709 Highland Avenue 2014-2015

INVOICE DATE	INVOICE NUMBER	INVOICE DESCRIPTION	INVOICE AMOUNT	DIST. ACCOUNT	DIST. AMOUNT
01/27/2017	3182013	Tax redemption for 709 Hi	1,994.78	005020	1,994.78



City of Hattiesburg, MS

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

Master

File Number: 2017-583

File ID: 2017-583

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 07/31/2017

Brief Title: Issuance of manual check for HOME Program Claim
per the attached memorandum.

Final Action:

Minute Book Number: MB2017-341

Title:

Approve and authorize issuance of manual check for HOME Program Claim
per the attached memorandum. {Entitlement HOME}

Notes:

Agenda Date: 08/08/2017

Indexes:

Agenda Number: VII.-16

Sponsors:

Enactment Date:

Attachments: Manual Check for Hollimon Construction - 106 Ruby
Avenue

Enactment Number:

Contact:

Meeting Date: 08/08/2017

Drafter: Kevin Jordan

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/08/2017					

Text of Legislative File 2017-583

Title

Approve and authorize issuance of manual check for HOME Program Claim per the attached memorandum. {Entitlement HOME}

Summary

Approve and authorize issuance of manual check for HOME Program Claim per the attached memorandum. {Entitlement HOME}

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MEMORANDUM

TO: City of Hattiesburg Council Members
FROM: La'Keylah White
Department of Federal & State Programs
SUBJECT: Authorize issuance of manual check for HOME Program claims
DATE: July 31, 2017

The following request for payment is being submitted for approval during the City Council's August 8, 2017 meeting. Please authorize and approve issuance of manual check for the claim listed below:

Recipient:	Hollimon Construction
Activity:	Substantial Rehabilitation
Program:	HOME
Project Site:	106 Ruby Avenue
Draw:	\$7,880.00
Change Order	\$1,800.00
Total Amount Requested:	\$9,680.00
Purpose of Request:	Draw/Payment Request
Work Provided by:	Hollimon Construction

07/30/2017

Hollimon Construction

Curtis Hollimon
145 Hinton Drive
Hattiesburg, Ms 39401
601.270.3164

Mrs. Ferry Coney
106 Ruby Ave
Hattiesburg, MS 39401

- Every task has been completed
- All exterior panting has been completed
- All exterior doors have been installed

Labor & Material: \$ 7880.00

Curtis Hollimon
7/30/17

07-31-17A07:33 RCVD

R. Coney
07/31/17

Federal & State Programs

Change order

07/30/2017

Hollimon Construction

Curtis Hollimon
145 Hinton Drive
Hattiesburg, Ms 39401
601.270.3164

Mrs. Ferry Coney
106 Ruby Ave
Hattiesburg, MS 39401

- Rebuilt front porch

Labor & Material: \$ 1800.00

Curtis Hollimon

7/30/17

07-31-17A07:33 RCVD



07/31/17



City of Hattiesburg, MS

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

Master

File Number: 2017-586

File ID: 2017-586

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 07/31/2017

Brief Title: Approve the City's purchase of three grave spaces located in the South Half (S1/2) of the Northwest Quarter (NW1/4) , and the Southwest Quarter (SW1/4) Lot 71, Section 26, Highland Cemetery, in the amount of \$ 525.00 to John N. Galloway, authorize manual

Final Action:

Minute Book Number: MB2017-341

Title:

Approve the City's purchase of three grave spaces located in the South Half (S1/2) of the Northwest Quarter (NW1/4) , and the Southwest Quarter (SW1/4) Lot 71, Section 26, Highland Cemetery, in the amount of \$ 525.00 to John N. Galloway, authorize manual check for the same.

Notes:

Agenda Date: 08/08/2017

Indexes:

Agenda Number: VII.-17

Sponsors:

Enactment Date:

Attachments: Buy Backs- Galloway-Receipts & Memo, Galloway-Deed (08-08-17)

Enactment Number:

Contact:

Meeting Date: 08/08/2017

Drafter: Deborah Bourne

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/08/2017					

Text of Legislative File 2017-586

Title

Approve the City's purchase of three grave spaces located in the South Half (S1/2) of the Northwest Quarter (NW1/4) , and the Southwest Quarter (SW1/4) Lot 71, Section 26, Highland Cemetery, in the amount of \$ 525.00 to John N. Galloway, authorize manual check for the same.

Summary

Approve the City's purchase of three grave spaces located in the South Half (S1/2) of the Northwest Quarter (NW1/4) , and the Southwest Quarter (SW1/4) Lot 71, Section 26, Highland Cemetery, in the amount of \$ 525.00 to John N. Galloway, authorize manual check for the same.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Turned in 4/4/17 DB

Date: 3/30/17

To whom it may concern:

I, John N. Galloway am requesting to sell back (3) grave space

(s) located at Highland Cemetery, in Section 26, Lot 57, S 1/2 of the SW 1/4,
Section 26 Lot 71 SW 1/4, to the

City of Hattiesburg, which was purchased on September 21, 2001 at the price of

\$ 175.00 per grave space.

Total due \$ 525.00

Minute Book # 2001-5/300

Sincerely,

John N. Galloway

Mail to:

31 Pin Oak Lane
Purvis, Ms. 39475

OK
Deborah Borne
04/04/2017

7

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss.,

9-21 2001

SOLD TO:

Mr. Mrs. Miss

John N. or Patricia A. Galloway

ADDRESS

1643 S. 40 Ave. H'burg MS. 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

W $\frac{1}{2}$ SW $\frac{1}{4}$ Lot No. 71 Section No. 26 in Highland Cemetery.

Number of grave spaces 6 Price per grave space \$ 175.00

Price Received \$

1,050.00

CITY OF HATTIESBURG, MISSISSIPPI

By

Larry Hask

Supt. of City Cemeteries

10 00 500 Galper

check 15379

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE THOUSAND FIFTY AND NO/100 Dollars (\$1,050.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto John N. or Patricia A. Galloway, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

West Half (W 1/2)

Lot Number: 71

Section Number: 26

and

Southwest Quarter (SW 1/4)

Lot Number: 17

Section Number: 26

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing six (6) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 16th day of October, 2001.

ATTEST

Eddie R. Myers
CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI
Johnny L. DuPre
MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPre and Eddie R. Myers Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 16th day of October, 2001.

My Commission Expires:

My Commission Expires 6-23-2003

Lauchlin Laporte
NOTARY PUBLIC

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 9-21 2001

SOLD TO:

Mr. Mrs. Miss John N. or Patricia A. Galloway

ADDRESS 1643 S. 46 Ave. Hburg MS. 39402

desires to purchase the grave space described below, subject to Cemetery regulations:

W 1/2 SW 1/4 Lot No. 71 Section No. 26 in Highland Cemetery.

Number of grave spaces 6 Price per grave space \$ 175.00

Price Received \$ 1,050.00

CITY OF HATTIESBURG, MISSISSIPPI

Check 15579

By Johnny L. DuPre
Supt. of City Cemeteries



City of Hattiesburg, MS

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

Master

File Number: 2017-590

File ID: 2017-590

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 07/31/2017

Brief Title: Approve the City's purchase of one grave space located in the East (1/2) of the Southeast Quarter (SE 1/4), Lot 86, Section 29, Highland Cemetery, in the amount of \$ 175.00 to Jo Ann Warren, authorize manual check for the same.

Final Action:

Minute Book Number: MB2017-341

Title:

Approve the City's purchase of one grave space located in the East (1/2) of the Southeast Quarter (SE 1/4), Lot 86, Section 29, Highland Cemetery, in the amount of \$ 175.00 to Jo Ann Warren, authorize manual check for the same.

Notes:

Agenda Date: 08/08/2017

Indexes:

Agenda Number: VII.-18

Sponsors:

Enactment Date:

Attachments: Buy Backs- Warren- Receipts & Memo, Warren- Deed (08-08-17)

Enactment Number:

Contact:

Meeting Date: 08/08/2017

Drafter: Deborah Bourne

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/08/2017					

Text of Legislative File 2017-590

Title

Approve the City's purchase of one grave space located in the East (1/2) of the Southeast Quarter (SE 1/4), Lot 86, Section 29, Highland Cemetery, in the amount of \$ 175.00 to Jo Ann Warren, authorize manual check for the same.

Summary

Approve the City's purchase of one grave space located in the East (1/2) of the Southeast

Quarter (SE 1/4), Lot 86, Section 29, Highland Cemetery, in the amount of \$ 175.00 to Jo Ann Warren, authorize manual check for the same.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Date: 07/31/2017

To whom it may concern:

I, Jo Ann Warren am requesting to sell back (1) grave space

(s) located at Highland Cemetery, in Section 29, Lot 86, E 1/2 of the SE 1/4, to the

City of Hattiesburg, which was purchased on Sept. 21, 2014 at the price of

\$ 175.⁰⁰ per gave space. MB# 2004-5/303-521

Sincerely,

Jo Ann Warren

Mail to:

155 Tradition Pkwy
Flowood, MS. 39232

Phone# 601-919-1837

OK 7/31/17
*Deborah
Bourne*

Mail to:
16 Summer Truss Rd
Laurel MS 39440

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 9-21- 2004

BOLD TO:

Mr. Mrs. Miss

To Ann Warren

ADDRESS

109 Springhill Drive Hattiesburg MS

desires to purchase the grave space described below, subject to Cemetery regulations.

E 1/2 SE 1/4 Lot No. 86 Section No. 29 in Highland Cemetery.

Number of grave spaces 1

Price per grave space \$ 175.00

Price Received \$

175.00

check 1873

CITY OF HATTIESBURG, MISSISSIPPI

By

Helen K. Horton

Supt. of City Cemeteries

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Jo Ann Warren, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

East Half (E½)

of the

Southeast Quarter (SE¼)

Lot Number: 86

Section Number: 29

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 2nd day of November, 2004.

ATTEST:

Eddie R. Myers
CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI
Johnny L. DuPre
MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPre and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 2nd day of November, 2004.

My Commission Expires:

Marlyn T. Schmitt
NOTARY PUBLIC

Notary Public State of Mississippi At Large
My Commission Expires July 24, 2007



City of Hattiesburg, MS

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

Master

File Number: 2017-582

File ID: 2017-582

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 07/31/2017

Brief Title: Sale of Grave Spaces, 8-8-17

Final Action:

Minute Book Number: MB2017-341

Title:

Approve the sale of grave spaces, Per attached memo & receipts

Notes:

Agenda Date: 08/08/2017

Indexes:

Agenda Number: VII.-19

Sponsors:

Enactment Date:

Attachments: Memos & Receipts (08-08-17), Deeds (08-08-17),
executed Deeds (08-08-17)

Enactment Number:

Contact:

Meeting Date: 08/08/2017

Drafter: Deborah Bourne

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/08/2017					

Text of Legislative File 2017-582

Title

Approve the sale of grave spaces, Per attached memo & receipts

Summary

Approve the sale of grave spaces, Per attached memo & receipts

Budget Information

Expenditure Type

Purchasing Item

Publication Information

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: July 12, 2017

The following represents the grave spaces sold on July 12, 2017

Tameriza Durr

(1) Space \$ 175.00

North Half (N 1/2) of the Northeast Quarter (NE ¼)

Lot 22, Section 33, Highland Cemetery

Willie White

(1) Space \$ 175.00

South Half (S 1/2) of the Northeast Quarter (NE ¼)

Lot 74, Section 36, Highland Cemetery

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: July 21, 2017

The following represents the grave spaces sold on July 21, 2017

Sharon C. Potin

(2) Spaces \$ 350.00

Northwest Quarter (NW ¼)

Lot 24, Section 36, Highland Cemetery

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: July 26, 2017

The following represents the grave spaces sold on July 26, 2017

Ethel Beard & Gary Johnson II

(2) Spaces \$ 350.00

Southeast Quarter (SE 1/4)

Lot 21, Section 34, Highland Cemetery

Lola Jean Williams

(1) Space \$ 175.00

North Half (N ½) of the Northwest Quarter (NW ¼)

Lot 69, Section 35, Highland Cemetery

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 07-10- 20 17

SOLD TO:

Mr.. Mrs. Miss Tameriza Durr

ADDRESS 622 New Orleans St Hattiesburg, ms. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 NE 1/4 Lot No. 22 Section No. 33 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

cash

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 07-10- 20 17

SOLD TO:

Mr.. Mrs. Miss Willie White

ADDRESS 622 New Orleans St Hattiesburg, ms. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 NE 1/4 Lot No. 74 Section No. 36 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

ck# 1003

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 07-19- 20 17

SOLD TO:

Mr.. Mrs. Miss Sharon C. Dotin

ADDRESS 3209 Fernway Dr, Hattiesburg, ms. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

— 1/2 NW 1/4 Lot No. 24 Section No. 36 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

all in

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 07/26 20 17

SOLD TO:

Mr.. Mrs. Miss Ethel Beard & Gary Johnson II

ADDRESS 541 William Carey Parkway Apt #101 Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

SE 1/2 Lot No. 21 Section No. 34 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

CK # 1303

CITY OF HATTIESBURG, MISSISSIPPI

By Clara D. [Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., July 21 20 17

SOLD TO:

Mr.. Mrs. Miss Lola Jean Williams

ADDRESS 3300 West 7th Street Apt. 20 Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 NW 1/4 Lot No. 69 Section No. 35 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

cash

CITY OF HATTIESBURG, MISSISSIPPI

By Clara D. [Signature]
Supt. of City Cemeteries

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Tameriza Durr, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Northeast Quarter (NE¼)

Lot 22

Section 33

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 8th day of August, 2017.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 8th day of August, 2017.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Willie White, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Northeast Quarter (NE¼)

Lot 74

Section 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 8th day of August, 2017.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 8th day of August, 2017.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Sharon C. Potin, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northwest Quarter (NW¼)

Lot Number 24 Section Number 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 8th day of August, 2017.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 8th day of August, 2017

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Ethel Beard & Gary Johnson II, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southeast Quarter (SE¼)

Lot Number 21 Section Number 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 8th day of August, 2017.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 8th day of August, 2017

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Lola Jean Williams, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Northwest Quarter (NW¼)

Lot 69

Section 35

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 8th day of August, 2017.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 8th day of August, 2017.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Tameriza Durr, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Northeast Quarter (NE¼)

Lot 22

Section 33

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 8th day of August, 2017.

ATTEST:


CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI


MAYOR

(S E A L)

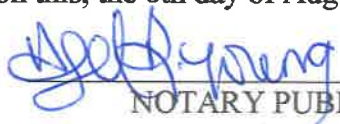
STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 8th day of August, 2017.

My Commission Expires:




NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Willie White, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Northeast Quarter (NE¼)

Lot 74

Section 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 8th day of August, 2017.

ATTEST:


CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI


MAYOR

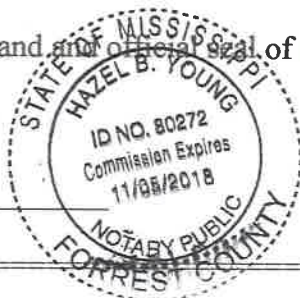
(S E A L)

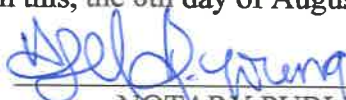
STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 8th day of August, 2017.

My Commission Expires:




NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Sharon C. Potin, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northwest Quarter (NW¼)

Lot Number 24 Section Number 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing
Two Grave space (s).

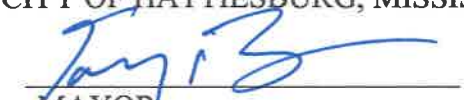
SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 8th day of August, 2017.

ATTEST:


CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI

MAYOR

(S E A L)

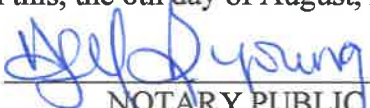
STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 8th day of August, 2017

My Commission Expires:




NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Ethel Beard & Gary Johnson II, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southeast Quarter (SE¼)

Lot Number 21 Section Number 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

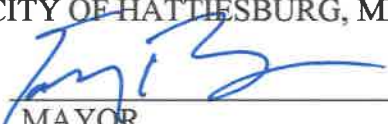
SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 8th day of August, 2017.

ATTEST:


CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI

MAYOR

(S E A L)

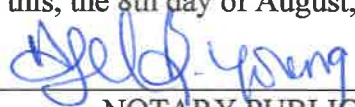
STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 8th day of August, 2017

My Commission Expires




NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Lola Jean Williams, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Northwest Quarter (NW¼)

Lot 69

Section 35

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 8th day of August, 2017.

ATTEST:


CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI


MAYOR

(S E A L)

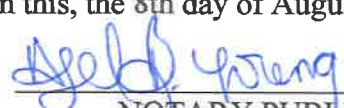
STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 8th day of August, 2017.

My Commission Expires




NOTARY PUBLIC



City of Hattiesburg, MS

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

Master

File Number: 2017-573

File ID: 2017-573

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 07/31/2017

Brief Title: Claims Docket for the period ending July 31, 2017

Final Action:

Minute Book Number: MB2017-341

Title:

Approve claims docket for the period ending July 31, 2017.

Notes:

Agenda Date: 08/08/2017

Indexes:

Agenda Number: VII.-20

Sponsors:

Enactment Date:

Attachments: DOCKET 17.07-31, Memo, 8-8-17 addendum to claims docket, 8-8-17 docket addendum, City Employees' timecards - 6-3-17, Commissioners' timecards, 6-3-17

Enactment Number:

Contact:

Meeting Date: 08/08/2017

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	08/08/2017					

Text of Legislative File 2017-573

Title

Approve claims docket for the period ending July 31, 2017.

Summary

Approve claims docket for the period ending July 31, 2017.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CITY OF HATTIESBURG

DOCKET OF CLAIMS

Date

- 07/28/17

PERIOD ENDING JULY 31, 2017

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
GENERAL FUND							
00001 A/C PARTS & EQUIPMENT	39417	00171759	16007108	A/C REPR PTS EMP CLINIC	07/31/17	258815	50.07-

A/C PARTS & EQUIPMENT							
Sum							50.07-
00001 AAMCO TRANS/AUTOMOTIVE S	135469	00171801	16006766	A/C REPR U#9804 SHOP	07/31/17	258816	175.00-

AAMCO TRANS/AUTOMOTIVE S							
Sum							175.00-
00001 ACUITY GROUP OF MISSISSI	11500	00171794	16006699	MONTHLY CONTRACT 6/17	07/31/17	258817	1,110.00-
00001 ACUITY GROUP OF MISSISSI	11426	00171880	16006788	MONTHLY CONTRACT 3/17	07/31/17	258817	1,135.50-

ACUITY GROUP OF MISSISSI							
Sum							2,245.50-
00001 AFFORDABLE EMERGENCY LIG	993	00171494	16006856	CABLE REPR U#17893 POLICE	07/31/17	258818	85.00-
00001 AFFORDABLE EMERGENCY LIG	1000	00171689	16006857	SIREN REPR U#17117 POLICE	07/31/17	258818	170.00-
00001 AFFORDABLE EMERGENCY LIG	999	00171690	16006858	SIREN SPEAKER U#18320 POLICE	07/31/17	258818	220.97-
00001 AFFORDABLE EMERGENCY LIG	998	00171691	16006859	INSTALL EQUIP U#16414 POLICE	07/31/17	258818	170.00-
00001 AFFORDABLE EMERGENCY LIG	997	00171692	16006860	LIGHTBAR REPR U#16641 POLICE	07/31/17	258818	255.00-
00001 AFFORDABLE EMERGENCY LIG	996	00171693	16006861	SIREN REPR U#19345 POLICE	07/31/17	258818	170.00-

AFFORDABLE EMERGENCY LIG							
Sum							1,070.97-
00001 AIRDESIGNS SIGN & GRAFFI	505623	00171671	16007148	SIGNS NEW APPOINTED POSITIONS	07/31/17	258820	135.00-

AIRDESIGNS SIGN & GRAFFI							
Sum							135.00-
00001 AIRGAS USA LLC (NORDAN S	9065225679	00171401	16006764	STOCK FOR SHOP	07/31/17	258821	148.40-
00001 AIRGAS USA LLC (NORDAN S	9062220396	00169278	16006823	WELDING SUPP FOR SHOP	07/31/17	258821	469.60-
00001 AIRGAS USA LLC (NORDAN S	9944622573	00171923	16006829	CYL RENT FIRE DEPT/P/W SHOP	07/31/17	258821	816.95-
00001 AIRGAS USA LLC (NORDAN S	9945255171	00171924	16006830	CYL RENT P/W SHOP	07/31/17	258821	578.40-
00001 AIRGAS USA LLC (NORDAN S	9943801349	00171935	16006831	CYL RENT FIRE DEPT-P/W SHOP	07/31/17	258821	827.02-
00001 AIRGAS USA LLC (NORDAN S	9701522638	00169278	16006840	CREDIT FOR TAX CHARGE	07/31/17	258821	35.39
00001 AIRGAS USA LLC (NORDAN S	9065267670	00171515	16006863	MEDICAL OXYGEN FIRE DEPT	07/31/17	258821	74.05-
00001 AIRGAS USA LLC (NORDAN S	9946070602	00172161	16007133	CYL RENT PUBLIC WORKS	07/31/17	258821	600.10-

AIRGAS USA LLC (NORDAN S							
Sum							3,479.13-
00001 ALLBRITTON CHAIN SAW & L	51365	00171709	16006839	POLE SAW PTS U#14955	07/31/17	258822	229.40-
00001 ALLBRITTON CHAIN SAW & L	50367	00170651	16006981	REPRS U#16202	07/31/17	258822	303.14-

ALLBRITTON CHAIN SAW & L							
Sum							532.54-
00001 ALLIANCE BUS GROUP INC	514560	00172082	16007043	GLASS REPR BUS TORNADO 2017	07/31/17	258823	9,519.80-

ALLIANCE BUS GROUP INC							

Sum							9,519.80-
00001 ARCHER, RUSSELL	TRAV ADVANCE	00171887	16006789	TRAV ADV PRES TRUST CONF	07/31/17	258824	1,036.00-
00001 ARCHER, RUSSELL	TRAV ADV 11/	00172029	16006932	TRAV ADV ADDL HOTEL	07/31/17	258824	255.59-

ARCHER, RUSSELL							
Sum							1,291.59-
00001 ARNOLD, VALERIE	TRAVEL REIMB	00171945	16006811	EXPNS NLC CONF MIAMI/FL	07/31/17	258827	224.11-

ARNOLD, VALERIE							
Sum							224.11-
00001 ARROWHEAD FORENSICS	98764	00171912	16007101	FIRE SCENE EVIDENCE SUPPLIES	07/31/17	258828	112.20-

ARROWHEAD FORENSICS							
Sum							112.20-
00001 AT&T	601M81832700	02017659	16006715	MNTHLY SERV 7/17 VARI DEPTS	07/31/17	258829	12,849.14-
00001 AT&T	601M28940440	00201710	16006769	SERV 7/8-8/7 POLICE DEPT	07/31/17	258830	76.00-
00001 AT&T	601M26684200	00171938	16006814	INTERACT SOFTWARE SUPPORT	07/31/17	258831	6,790.00-
00001 AT&T	601M26491400	00171938	16006815	INTERACT SOFTWARE SUPPORT	07/31/17	258832	47.00-
00001 AT&T	601545491010	02017674	16006884	SERV 7/8-8/7/17 POL DISPATCH	07/31/17	258833	163.88-
00001 AT&T	056314932900	02017695	16007011	MNTHLY 6/17 POLICE DISPATCH	07/31/17	258834	762.46-
00001 AT&T	058314932900	02017695	16007012	MNTHLY 7/17 POLICE DISPATCH	07/31/17	258835	546.07-

AT&T							
Sum							21,234.55-
00001 AT&T CAPITAL SERVICES	3015199 7/02	00171881	16006790	HPD INTERACT SOFTWARE	07/31/17	258836	12,556.56-

AT&T CAPITAL SERVICES							
Sum							12,556.56-
00001 AT&T MOBILITY	287273578351	00172113	16007074	WIRELESS SERV 6/17 VARI DEPTS	07/31/17	258837	9,845.47-

AT&T MOBILITY							
Sum							9,845.47-
00001 AUTO ARMATURE SERVICE IN	09355	00171961	16007059	BATTERY U#14714 ST CLEAN	07/31/17	258838	125.95-
00001 AUTO ARMATURE SERVICE IN	09354	00171961	16007060	STARTER U#14409 ST CLEAN	07/31/17	258838	289.95-

AUTO ARMATURE SERVICE IN							
Sum							415.90-
00001 AUTO ZONE	0139267236	00171618	16006752	REPR PTS U#9804 HEALTH	07/31/17	258839	161.66-
00001 AUTO ZONE	0139269623	00171713	16006761	REPR PTS U#9900	07/31/17	258839	235.52-
00001 AUTO ZONE	0139271663	00171810	16006765	SUPPLIES FOR SHOP	07/31/17	258839	42.00-

AUTO ZONE							
Sum							439.18-
00001 AUTOMOTIVE GLASS SPECIAL	I216837	00171968	16007110	REPR PTS U#19887 AIRPORT	07/31/17	258840	165.00-

AUTOMOTIVE GLASS SPECIAL							
Sum							165.00-
00001 BARHAM, MATTHEW	TRAV REIMB 6	00171784	16006703	EXPNS FIRE INSTRUCTOR COURSE	07/31/17	258842	73.62-

BARHAM, MATTHEW							
Sum							73.62-
00001 BARNEY'S OF LAFAYETTE	00115365-0 F	00171920	16006821	FREIGHT CHGS PO#167859	07/31/17	258843	20.00-

BARNEY'S OF LAFAYETTE									
Sum								20.00-	
00001	BEALL	TIMBER	INVOICE #1	00170592	16006707	GRIND LANDFILL MATLS	07/31/17	258845	16,000.00-
00001	BEALL	TIMBER	INVOICE #2	00170955	16006708	GRIND LANDFILL MATLS	07/31/17	258845	16,000.00-

BEALL TIMBER									
Sum								32,000.00-	
00001	BLOSSMAN	GAS INC	165730	00171727	16006738	PROPANE ASPHALT TRUCK #20067	07/31/17	258846	39.00-

BLOSSMAN GAS INC									
Sum								39.00-	
00001	BRACKMAN	MOWER WAREHOUSE	32023	00171856	16006995	TIRE U#19005 MOWER BLADES	07/31/17	258847	626.46-
00001	BRACKMAN	MOWER WAREHOUSE	32167	00172115	16007100	MOWER BLADES P/F ACADEMY	07/31/17	258847	75.00-
00001	BRACKMAN	MOWER WAREHOUSE	31711	00171932	16007105	WASHER/DRYER #2 FIRE TORNADO	07/31/17	258847	1,608.00-

BRACKMAN MOWER WAREHOUSE									
Sum								2,309.46-	
00001	BRUCE	AUTO RECYCLING	400612	00171974	16006865	REPR PTS U#14701 FIRE DEPT	07/31/17	258850	150.00-

BRUCE AUTO RECYCLING									
Sum								150.00-	
00001	BRUNINI		221741	00172001	16006934	LEGAL SERVICES	07/31/17	258851	20,296.49-

BRUNINI									
Sum								20,296.49-	
00001	CANON	FINANCIAL SERVICES	17547595	00172162	16007115	COPIER 7/17 PURCH DEPT	07/31/17	258856	115.00-

CANON FINANCIAL SERVICES									
Sum								115.00-	
00001	CARQUEST	AUTO PARTS	STOR 14758-90372	00170399	16006706	REPR PTS U#15480	07/31/17	258860	658.90-
00001	CARQUEST	AUTO PARTS	STOR 14758-90075	00170491	16006739	REPR PTS U#15480/18907	07/31/17	258860	34.40-
00001	CARQUEST	AUTO PARTS	STOR 14758-91099	00171055	16006740	REPR PT U#14406	07/31/17	258860	89.85-
00001	CARQUEST	AUTO PARTS	STOR 14758-91102	00171055	16006741	REPR PTS U#9900 HEALTH	07/31/17	258860	40.28-
00001	CARQUEST	AUTO PARTS	STOR 14758-92515	00171676	16006745	STOCK SUPPLIES FOR SHOP	07/31/17	258860	49.20-
00001	CARQUEST	AUTO PARTS	STOR 14758-92517	00171685	16006747	SUPPLIES FOR SHOP	07/31/17	258860	570.98-
00001	CARQUEST	AUTO PARTS	STOR 14758-92384	00171634	16006748	SUPPLIES FOR SHOP	07/31/17	258860	730.80-
00001	CARQUEST	AUTO PARTS	STOR 14758-92516	00171644	16006751	SUPPLIES FOR AIR GUN	07/31/17	258860	81.38-
00001	CARQUEST	AUTO PARTS	STOR 14758-90102	00169633	16006753	REPR PTS U#17508/14515	07/31/17	258860	313.57-
00001	CARQUEST	AUTO PARTS	STOR 14758-92744	00171799	16006763	REFRIGERANT FOR SHOP	07/31/17	258860	113.88-
00001	CARQUEST	AUTO PARTS	STOR 14758-90369	00170693	16006971	REPR PTS POLICE STOCK	07/31/17	258860	164.84-
00001	CARQUEST	AUTO PARTS	STOR 14758-90360	00170657	16006972	REPR PTS U#18315 POLICE	07/31/17	258860	55.47-
00001	CARQUEST	AUTO PARTS	STOR 14758-90365	00170657	16006973	FUEL	07/31/17	258860	21.70-
00001	CARQUEST	AUTO PARTS	STOR 14758-90367	00170657	16006974	REPR PTS U#17573 POLICE	07/31/17	258860	42.48-
00001	CARQUEST	AUTO PARTS	STOR 14758-90362	00170657	16006975	REPR PTS U#17679 POLICE	07/31/17	258860	42.24-
00001	CARQUEST	AUTO PARTS	STOR 14758-90361	00170657	16006976	REPR PTS POLICE STOCK	07/31/17	258860	89.50-
00001	CARQUEST	AUTO PARTS	STOR 14758-90366	00170657	16006977	REPR PTS U#19307 POLICE	07/31/17	258860	33.35-
00001	CARQUEST	AUTO PARTS	STOR 14758-89355	00170327	16006980	REPR PTS U#11839	07/31/17	258860	276.44-
00001	CARQUEST	AUTO PARTS	STOR 14758-90090	00170622	16006983	REPR PTS U#19750 ANIMAL CNTRL	07/31/17	258860	88.11-
00001	CARQUEST	AUTO PARTS	STOR 14758-93287	00172046	16007003	REPR PTS U#18202 ANIMAL CNTRL	07/31/17	258860	162.04-
00001	CARQUEST	AUTO PARTS	STOR 14758-93286	00172046	16007004	REPR PTS U#18326 ANIMAL CNTRL	07/31/17	258860	65.31-
00001	CARQUEST	AUTO PARTS	STOR 14758-93285	00172046	16007005	REPR PTS U#18320 ANIMAL CNTRL	07/31/17	258860	128.86-

00001	CARQUEST	AUTO	PARTS	STOR	14758-93011	00171163	16007050	REPR	PTS	SHOP STOCK	07/31/17	258860	66.90-
00001	CARQUEST	AUTO	PARTS	STOR	14758-91239	00171099	16007051	REPR	PTS	U#17530	07/31/17	258860	110.20-
00001	CARQUEST	AUTO	PARTS	STOR	14758-93284	00171464	16007055	REPR	PTS	SHOP STOCK	07/31/17	258860	131.90-
00001	CARQUEST	AUTO	PARTS	STOR	14758-93141	00171964	16007057	REPR	PTS	U#18606 CONSTR	07/31/17	258860	92.09-
00001	CARQUEST	AUTO	PARTS	STOR	14758-93014	00171636	16007058	REPR	PTS	U#11201 SHOP STOCK	07/31/17	258860	393.03-
00001	CARQUEST	AUTO	PARTS	STOR	14758-93144	00171962	16007131	REPR	PTS	U#18555/16966	07/31/17	258860	136.28-
00001	CARQUEST	AUTO	PARTS	STOR	14758-93145	00171962	16007132	REPR	PTS	U#18555/16966	07/31/17	258860	214.46-
00001	CARQUEST	AUTO	PARTS	STOR	14758-93372	00171144	16007136	REPR	PTS	POLICE STOCK	07/31/17	258860	131.98-
00001	CARQUEST	AUTO	PARTS	STOR	14758-93374	00171144	16007137	REPR	PTS	U#18329 POLICE	07/31/17	258860	77.08-
00001	CARQUEST	AUTO	PARTS	STOR	14758-93375	00171144	16007138	REPR	PTS	U#16767 POLICE	07/31/17	258860	111.64-
00001	CARQUEST	AUTO	PARTS	STOR	14758-93376	00171326	16007139	REP	PTS	U#20094 POLICE	07/31/17	258860	19.08-
00001	CARQUEST	AUTO	PARTS	STOR	14758-93430	00171326	16007140	REPR	PTS	U#18202 POLICE	07/31/17	258860	135.87-
00001	CARQUEST	AUTO	PARTS	STOR	14758-93382	00171326	16007141	REPR	PTS	U#16647 POLICE	07/31/17	258860	200.50-
00001	CARQUEST	AUTO	PARTS	STOR	14758-93429	00171326	16007142	REPR	PTS	U#18325 POLICE	07/31/17	258860	130.99-
00001	CARQUEST	AUTO	PARTS	STOR	14758-93428	00171326	16007143	REPR	PTS	U#19307 POLICE	07/31/17	258860	273.74-
00001	CARQUEST	AUTO	PARTS	STOR	14758-93436	00171590	16007144	REPR	PTS	U#19434 POLICE	07/31/17	258860	86.54-
00001	CARQUEST	AUTO	PARTS	STOR	14758-93437	00171590	16007145	REPR	PTS	POLICE STOCK	07/31/17	258860	174.72-
00001	CARQUEST	AUTO	PARTS	STOR	14758-93438	00171590	16007146	REPR	PTS	POLICE STOCK	07/31/17	258860	84.96-
00001	CARQUEST	AUTO	PARTS	STOR	14758-93439	00171590	16007147	REPR	PTS	POLICE STOCK	07/31/17	258860	247.45-

CARQUEST AUTO PARTS STOR													
Sum													6,672.99-
00001	CARTER,	CAROLYN	(REFUNDS	DAMAGE	DEP R	02017680	16006889	DAMAGE	DEPOSIT	REFUND	07/31/17	258861	100.00-

CARTER, CAROLYN (REFUNDS													
Sum													100.00-
00001	CASCO	PRODUCTS	COMPANY,	68303		00171722	16006864	TRUCK	WASH	DETERGENT	FIRE	DEP	593.50-

CASCO PRODUCTS COMPANY,													
Sum													593.50-
00001	CERTIFIED	LABORATORIES	2709003			00169974	16006850	CHEMICALS/EQUIP	C	HALL	TOWERS	1,307.00-	
00001	CERTIFIED	LABORATORIES	2709071			00169974	16006851	CHEMICALS	C	HALL	COOL	TOWERS	819.66-
00001	CERTIFIED	LABORATORIES	2793790			00171827	16006877	FUEL	ADDITIVES	FOR	SHOP	4,667.25-	
00001	CERTIFIED	LABORATORIES	2797411			00170580	16006998	CHEMICALS	C	HALL	COOL	TOWERS	1,485.00-
00001	CERTIFIED	LABORATORIES	2733021			00170580	16007006	CHEMICALS	C	HALL	COOL	TOWERS	1,595.91-
00001	CERTIFIED	LABORATORIES	2794135			00170580	16007007	CREDIT				1,595.91	
00001	CERTIFIED	LABORATORIES	2753253			00171079	16007096	OIL	FOR	POLICE	SERVICE	CENTER	1,097.25-

CERTIFIED LABORATORIES													
Sum													9,376.16-
00001	CHEMPRO	SERVICES	6502			00168132	16006883	HERBICIDE	SERVICES	DITCHES	07/31/17	258867	14,450.00-

CHEMPRO SERVICES													
Sum													14,450.00-
00001	CINTAS	CORPORATION	#J66	J66549190		00172036	16006955	UNIFORMS	7/17	TRAFFIC	07/31/17	258872	42.53-
00001	CINTAS	CORPORATION	#J66	J66549190		00172036	16006956	UNIFORMS	7/17	CONSTR	07/31/17	258872	85.06-
00001	CINTAS	CORPORATION	#J66	J66549190		00172036	16006957	UNIFORMS	7/17	PUBLIC	WORKS	61.00-	
00001	CINTAS	CORPORATION	#J66	J66549190		00172036	16006958	UNIFORMS	7/17	PUBLIC	WORKS	10.96-	
00001	CINTAS	CORPORATION	#J66	J66549190		00172036	16006959	UNIFORMS	7/17	PUBLIC	WORKS	33.36-	
00001	CINTAS	CORPORATION	#J66	J66549190		00172036	16006960	UNIFORMS	7/17	SHOP	07/31/17	258872	66.95-
00001	CINTAS	CORPORATION	#J66	J66549190		00172036	16006961	UNIFORMS	7/17	SANIT	07/31/17	258872	289.93-
00001	CINTAS	CORPORATION	#J66	J66549190		00172036	16006962	UNIFORMS	7/17	HEALTH	07/31/17	258872	177.26-

00001	CINTAS CORPORATION #J66	J66549192	00172035	16006963	MATS 7/17 TRAFFIC	07/31/17	258872	7.90-
00001	CINTAS CORPORATION #J66	J66549191	00172035	16006964	MOP/MAT 7/17 GO&FS	07/31/17	258872	24.04-
00001	CINTAS CORPORATION #J66	J66549189	00172035	16006965	MOP/MAT 7/17 SANIT	07/31/17	258872	24.96-
00001	CINTAS CORPORATION #J66	J66549928	00172139	16007120	UNIFORMS 7/24 TRAFFIC	07/31/17	258872	38.69-
00001	CINTAS CORPORATION #J66	J66549928	00172139	16007121	UNIFORMS 7/24 CONSTR	07/31/17	258872	77.67-
00001	CINTAS CORPORATION #J66	J66549928	00172139	16007122	UNIFORMS 7/24 PUBLIC WORKS	07/31/17	258872	65.46-
00001	CINTAS CORPORATION #J66	J66549928	00172139	16007123	UNIFORMS 7/24 PUBLIC WORKS	07/31/17	258872	9.96-
00001	CINTAS CORPORATION #J66	J66549928	00172139	16007124	UNIFORMS 7/24 PUBLIC WORKS	07/31/17	258872	30.36-
00001	CINTAS CORPORATION #J66	J66549928	00172139	16007125	UNIFORMS 7/24 SHOP	07/31/17	258872	60.88-
00001	CINTAS CORPORATION #J66	J66549928	00172139	16007126	UNIFORMS 7/24 SANIT	07/31/17	258872	185.88-
00001	CINTAS CORPORATION #J66	J66549928	00172139	16007127	UNIFORMS 7/24 HEALTH	07/31/17	258872	161.51-
00001	CINTAS CORPORATION #J66	J66549930	00172138	16007128	MATS 7/24 TRAFFIC	07/31/17	258872	7.90-
00001	CINTAS CORPORATION #J66	J66549929	00172138	16007129	MOP/MAT 7/24 GO&FS	07/31/17	258872	24.04-
00001	CINTAS CORPORATION #J66	J66549927	00172138	16007130	MOP/MAT 7/24 SANIT	07/31/17	258872	24.96-

CINTAS CORPORATION #J66								
Sum								1,511.26-
00001	CITY OF HATTIESBURG FUND TRF 2ND 7/17	02017677	16006806	TRF 2ND 7/17 PAYROLL	07/19/17	111985		1,067,893.10-

CITY OF HATTIESBURG FUND								
Sum								1,067,893.10-
00001	CLEMTS HARDWARE	118260	00171616	16006775	RAKES PUB WORKS CREW WORKERS	07/31/17	258873	187.92-
00001	CLEMTS HARDWARE	118397	00172071	16007106	SEED FORKS FOR CREW WORKERS	07/31/17	258873	599.94-

CLEMTS HARDWARE								
Sum								787.86-
00001	COCA COLA BOTTLING COMPA	1097218831	00171895	16007095	DASANI WTR NNO LUNCH/LEARN	07/31/17	258875	308.25-

COCA COLA BOTTLING COMPA								
Sum								308.25-
00001	COMCAST CABLEVISION OF H	095777910210	00171877	16006791	CONVERTER BOX 7/17 POLICE	07/31/17	258876	127.83-
00001	COMCAST CABLEVISION OF H	095777455960	00172048	16006933	CABLE 7/17 CITY HALL	07/31/17	258876	38.75-
00001	COMCAST CABLEVISION OF H	095777456150	00172093	16007049	CABLE SERV PUBLIC WORKS	07/31/17	258876	72.37-
00001	COMCAST CABLEVISION OF H	095776209390	00172154	16007116	CABLE/IT 6/30-7/29 EMP CLINIC	07/31/17	258876	150.59-

COMCAST CABLEVISION OF H								
Sum								389.54-
00001	COMSOUTH	186977	00171838	16006982	RADIOS/BATTERIES CONSTR DEPT	07/31/17	258877	5,124.00-

COMSOUTH								
Sum								5,124.00-
00001	COURTESY MOTORS INC	464018	00171466	16006867	REPR PTS U#18864 TRAFFIC	07/31/17	258880	108.26-
00001	COURTESY MOTORS INC	464646	00171900	16006875	REPR PTS U#17017	07/31/17	258880	412.69-
00001	COURTESY MOTORS INC	224088	00172055	16007107	REPR PTS U#17529	07/31/17	258880	943.65-

COURTESY MOTORS INC								
Sum								1,464.60-
00001	CRAIN TRACTOR & EQUIPMEN	CP44363	00171467	16006742	REPR PTS U#11356	07/31/17	258881	32.94-

CRAIN TRACTOR & EQUIPMEN								
Sum								32.94-
00001	CRAWFORD, DANA (REFUNDS) MUNICIPAL CO	02017678	16006885	MUNICIPAL COURT REFUND	07/31/17	258882		255.00-

CRAWFORD, DANA (REFUNDS)								
Sum								255.00-
00001 CROWDERGULF	HAT052717-07	00171840	16006743	DEBRIS REMOVAL TORNADO 1/2017	07/31/17	258883	110,159.18-	

CROWDERGULF								
Sum								110,159.18-
00001 D P S CRIME LAB	90061019 6/0	00171927	16006819	ANALYTICAL FEES POLICE DEPT	07/31/17	258886	600.00-	

D P S CRIME LAB								
Sum								600.00-
00001 DEBRISTECH	001058	00171841	16006744	DEBRIS MONITORING TORNADO '17	07/31/17	258887	24,033.00-	

DEBRISTECH								
Sum								24,033.00-
00001 DUNBAR MONROE PA	16494	00171845	16006726	SRVS CABLE FRANCHISE RENEWAL	07/31/17	258891	223.94-	

DUNBAR MONROE PA								
Sum								223.94-
00001 E-Z GARAGE DOOR SERVICE, 1011		00171003	16006979	SITE PREP #2 FIRE TORNADO '17	07/31/17	258892	975.00-	

E-Z GARAGE DOOR SERVICE,								
Sum								975.00-
00001 EATON, ALVIN K (PETTY CA PETTY CASH 3	00172026	16006931	PETTY CASH VARI DEPTS	07/31/17	258893		499.56-	

EATON, ALVIN K (PETTY CA								
Sum								499.56-
00001 ECONOMY SUPPLY CO	277492	00172038	16006994	BLDG MATLS CEMETERY	07/31/17	258894	355.21-	

ECONOMY SUPPLY CO								
Sum								355.21-
00001 ELKINS WHOLESALE INC	319290-00	00171854	16006876	JANIT SUPP PUBLIC WORKS	07/31/17	258895	610.07-	

ELKINS WHOLESALE INC								
Sum								610.07-
00001 EMERGENCY EQUIPMENT PROF 427659		00170104	16006704	RESCUE EQUIP FIRE DEPT	07/31/17	258896	150.12-	
00001 EMERGENCY EQUIPMENT PROF 427798		00169879	16006705	SCBA EQUIP FIRE DEPT	07/31/17	258896	83,194.50-	
00001 EMERGENCY EQUIPMENT PROF 428176		00171383	16006734	REPR PTS U#18100/STOCK FIRE	07/31/17	258896	206.19-	

EMERGENCY EQUIPMENT PROF								
Sum								83,550.81-
00001 EMPIRE TRUCK SALES (H'BU RE006025595:	00171502	16006834	REPRS U#20091 SANIT	07/31/17	258898		411.66-	
00001 EMPIRE TRUCK SALES (H'BU CE006124342:	00171638	16007052	REPR PTS U#20503	07/31/17	258898		41.34-	

EMPIRE TRUCK SALES (H'BU								
Sum								453.00-
00001 EQUIFAX INFORMATION SERV 4370610		00172031	16006939	ONLINE INVESTIGATION POLICE	07/31/17	258900	10.51-	

EQUIFAX INFORMATION SERV								
Sum								10.51-
00001 EUROHA	PO#170414 5/	00170414	16006849	AD 16TH GRAND REUNION BOOK	07/31/17	258903	125.00-	

EUROHA								
Sum							125.00-	
00001	FASTENAL COMPANY	MSHAT201093	00171612	16006801	SUPP STAGE/CHAIN PARK	07/31/17	258905	400.00-
00001	FASTENAL COMPANY	MSHAT200987	00171612	16006802	SUPP STAGE/CHAIN PARK	07/31/17	258905	191.76-
00001	FASTENAL COMPANY	MSHAT201257	00171905	16007001	RESTOCK ITEMS TRAFFIC DEPT	07/31/17	258905	37.51-

FASTENAL COMPANY								
Sum							629.27-	
00001	FEDERAL EXPRESS	5-862-25175	00171942	16006813	SERVS 7/3-7/5 M/ADM	07/31/17	258906	55.31-

FEDERAL EXPRESS								
Sum							55.31-	
00001	FIRE SAFETY EDUCATION	253363	00171300	16006800	CHILDRENS FIRE EDUCATION SPLY	07/31/17	258907	1,210.00-

FIRE SAFETY EDUCATION								
Sum							1,210.00-	
00001	FLOWERS BY MARIAM	37744	00171939	16006969	FLOWERS MISS HBRG/HOSPITALITY	07/31/17	258908	60.00-

FLOWERS BY MARIAM								
Sum							60.00-	
00001	FUELMAN OF MS	BG127044 NP5	00171826	16006737	FUEL CHG 6/14/17 MITCHELL LDC	07/31/17	258909	9.78-
00001	FUELMAN OF MS	BG127044 NP5	00172144	16007118	FUEL CHG 7/16 MITCHELL LDC	07/31/17	258909	18.05-

FUELMAN OF MS								
Sum							27.83-	
00001	FV RECYCLING	2017-2406	00171771	16006709	RECYCLE FEES 6/17	07/31/17	258911	124.25-
00001	FV RECYCLING	2017-2407	00171771	16006710	RECYCLE FEES 7/17	07/31/17	258911	99.50-
00001	FV RECYCLING	2017-2408	00171771	16006711	RECYCLE FEES 7/17	07/31/17	258911	28.00-
00001	FV RECYCLING	2017-2437	00171828	16006749	RECYCLE FEES 7/17 SANIT	07/31/17	258911	39.25-
00001	FV RECYCLING	2017-2438	00171828	16006750	RECYCLE FEES 7/17 SANIT	07/31/17	258911	59.50-
00001	FV RECYCLING	2017-2461	00172007	16006945	RECYCLE FEES 7/17 SANIT	07/31/17	258911	33.50-
00001	FV RECYCLING	2017-2462	00172007	16006946	RECYCLE FEES 7/17 SANIT	07/31/17	258911	23.50-
00001	FV RECYCLING	2017-2499	00172007	16006947	RECYCLE FEES 7/17 SANIT	07/31/17	258911	15.25-
00001	FV RECYCLING	41562100	00172007	16006948	RECYCLE FEES SANIT	07/31/17	258911	19.00-
00001	FV RECYCLING	41671531	00172007	16006949	RECYCLE FEES 7/17 SANIT	07/31/17	258911	34.25-
00001	FV RECYCLING	41671530	00172007	16006950	RECYCLE FEES 7/17 SANIT	07/31/17	258911	45.25-
00001	FV RECYCLING	2017-2118	00172124	16007072	RECYCLE FEES 7/17 SANIT	07/31/17	258911	24.25-
00001	FV RECYCLING	2017-2121	00172124	16007073	RECYCLE FEES 7/17 SANIT	07/31/17	258911	59.50-

FV RECYCLING								
Sum							605.00-	
00001	G & K SERVICES	6035840552	00172030	16006966	UNIFORMS 5/29 CEM/FORESTRY	07/31/17	258912	47.33-
00001	G & K SERVICES	6035842603	00172030	16006967	UNIFORMS 6/05 CEM/FORESTRY	07/31/17	258912	47.33-
00001	G & K SERVICES	6035844667	00172030	16006968	UNIFORMS 6/12 CEM/FORESTRY	07/31/17	258912	21.00-

G & K SERVICES								
Sum							115.66-	
00001	GALL'S LLC	007845993	00171012	16006773	LEATHERHEAD TOOLS P/F ACADEMY	07/31/17	258913	183.98-

GALL'S LLC								
Sum							183.98-	
00001	GALLS (WAS MCCAIN UNIF	007872524	00170876	16006989	FIRE UNIFORM PATCHES	07/31/17	258914	1,300.00-

00001 GALLS (WAS MCCAIN UNIF 007296238	00169160 16006999 UNIFORM SHOES FIRE DEPT	07/31/17	258914	50.75-

GALLS (WAS MCCAIN UNIF				1,350.75-
Sum				
00001 GARNER LUMLEY ELECTRIC S 538563	00171269 16006736 SETUP MATLS #2 FIRE TORNADO	07/31/17	258915	995.97-
00001 GARNER LUMLEY ELECTRIC S 538457	00171189 16006853 LIGHT FIXTURE TRAIN DEPOT	07/31/17	258915	598.70-

GARNER LUMLEY ELECTRIC S				1,594.67-
Sum				968.60-
00001 GARRAWAY, DAVID 2017004	00171356 16006732 VIDEO BARKER INAUGURATION	07/31/17	258916	

GARRAWAY, DAVID				968.60-
Sum				261.99-
00001 GILLILANDS ELECTRONICS S 64235	00171785 16006696 PHONE RENT 5/17 MUN COURT	07/31/17	258917	
00001 GILLILANDS ELECTRONICS S 64406	00171785 16006697 PHONE RENT 6/17 MUN COURT	07/31/17	258917	261.99-

GILLILANDS ELECTRONICS S				523.98-
Sum				2,695.00-
00001 GLADDEN LAW OFFICE PLLC 0145	00172181 16007153 SRVS PLANNING/ZONING/OTHER	07/31/17	258918	
00001 GLADDEN LAW OFFICE PLLC 0146	00172181 16007154 SRVS BRELAND/CIVIL SERV COMM	07/31/17	258918	211.50-
00001 GLADDEN LAW OFFICE PLLC 0147	00172181 16007155 SRVS BUSBY FORREST CO APPEAL	07/31/17	258918	1,862.75-

GLADDEN LAW OFFICE PLLC				4,769.25-
Sum				269.50-
00001 GLOBAL SECURITY COMPANY SEC DETAIL # 02017679 16006886 SECURITY DETAIL REFUND		07/31/17	258919	
00001 GLOBAL SECURITY COMPANY SECURITY DET 02017698 16007015 SECURITY DETAIL 7/22/17		07/31/17	258919	105.88-

GLOBAL SECURITY COMPANY				375.38-
Sum				1,707.50-
00001 GOV CONNECTION INC 54952818	00171525 16006816 APPLE IMAC MAYOR'S OFFICE	07/31/17	258920	

GOV CONNECTION INC				1,707.50-
Sum				149.97-
00001 GULF COAST OFFICE PRODUC 28860-0	00171599 16006722 COPY PAPER PLANNING DEPT	07/31/17	258921	
00001 GULF COAST OFFICE PRODUC 28899-0	00171763 16006756 PAPER/ENVELOPES POLICE DEPT	07/31/17	258921	455.20-
00001 GULF COAST OFFICE PRODUC 28905-0	00171778 16006997 OFFICE CHAIR PLANNING DEPT	07/31/17	258921	199.00-
00001 GULF COAST OFFICE PRODUC 28546-1 & 28	00170422 16007002 OFFICE SUPP ENGR DEPT	07/31/17	258921	33.66-
00001 GULF COAST OFFICE PRODUC 28129-0	00168867 16007114 OFFICE SUPP PURCHASING DEPT	07/31/17	258921	25.64-

GULF COAST OFFICE PRODUC				863.47-
Sum				214.48-
00001 H'BURG AMERICAN (SUBSCRI HA0035488	00172060 16006987 SUBSCRIPT 7/17-7/18 M/ADM	07/31/17	258922	

H'BURG AMERICAN (SUBSCRI				214.48-
Sum				1,135.28-
00001 HALL'S ALIGNMENT SERVICE PO#171566 7/	00171566 16006735 TIRES U#19835 FIRE DEPT	07/31/17	258925	

HALL'S ALIGNMENT SERVICE				1,135.28-
Sum				2,200.44-
00001 HANCOCK BANK TRUST & FIN 7/24/17 DUE 02017692 16007062 MDB 2001 BONDS 12/22/08		07/27/17	111997	

HANCOCK BANK TRUST & FIN				

Sum											2,200.44-		
00001	HATTIESBURG	HYDRAULICS	I	70165	00171914	16006882	REPR	PTS	U#16010	CEMETERY	07/31/17	258927	152.96-

HATTIESBURG HYDRAULICS I													
Sum											152.96-		
00001	HAVARD	PEST	CONTROL	INC	1158615	02017701	16007017	SRV	7/17	POLICE COMPLEX	07/31/17	258930	125.00-
00001	HAVARD	PEST	CONTROL	INC	1158660	02017701	16007018	SRV	7/17	POLICE DISPATCH	07/31/17	258930	48.00-
00001	HAVARD	PEST	CONTROL	INC	158616	02017701	16007019	SRV	7/17	POLICE SUB-STA	07/31/17	258930	40.00-
00001	HAVARD	PEST	CONTROL	INC	1158617	02017701	16007020	SRV	7/17	#1 FIRE STA	07/31/17	258930	50.00-
00001	HAVARD	PEST	CONTROL	INC	1158621	02017701	16007021	SRV	7/17	#5 FIRE STA	07/31/17	258930	48.00-
00001	HAVARD	PEST	CONTROL	INC	1158622	02017701	16007022	SRV	7/17	#6 FIRE STA	07/31/17	258930	48.00-
00001	HAVARD	PEST	CONTROL	INC	1158625	02017701	16007023	SRV	7/17	#8 FIRE STA	07/31/17	258930	48.00-
00001	HAVARD	PEST	CONTROL	INC	1158647	02017701	16007024	SRV	7/17	FIRE ADM OFFICE	07/31/17	258930	48.00-
00001	HAVARD	PEST	CONTROL	INC	1158631	02017701	16007025	SRV	7/17	POLICE RANGE	07/31/17	258930	48.00-
00001	HAVARD	PEST	CONTROL	INC	1158627	02017701	16007026	SRV	7/17	P/F ACADEMY	07/31/17	258930	50.00-
00001	HAVARD	PEST	CONTROL	INC	1158629	02017701	16007027	SRV	7/17	POL PAVLN LAKEVW	07/31/17	258930	50.00-
00001	HAVARD	PEST	CONTROL	INC	1158620	02017701	16007028	SRV	7/17	#4 FIRE STA	07/31/17	258930	48.00-
00001	HAVARD	PEST	CONTROL	INC	1158632	02017701	16007029	SRV	7/17	CITY HALL	07/31/17	258930	65.00-
00001	HAVARD	PEST	CONTROL	INC	1158641	02017701	16007030	SRV	7/17	ENGR OFFICE	07/31/17	258930	55.00-
00001	HAVARD	PEST	CONTROL	INC	1158642	02017701	16007031	SRV	7/17	TRAFFIC BLDG	07/31/17	258930	45.00-
00001	HAVARD	PEST	CONTROL	INC	1158646	02017701	16007032	SRV	7/17	CITY BARN	07/31/17	258930	220.00-
00001	HAVARD	PEST	CONTROL	INC	1158649	02017701	16007033	SRV	7/17	AIRPORT MAINT	07/31/17	258930	45.00-
00001	HAVARD	PEST	CONTROL	INC	1158645	02017701	16007034	SRV	7/17	TRAIN DEPOT	07/31/17	258930	85.00-
00001	HAVARD	PEST	CONTROL	INC	1158658	02017701	16007035	SRV	7/17	HIGHLAND CEM	07/31/17	258930	40.00-
00001	HAVARD	PEST	CONTROL	INC	1158659	02017701	16007036	SRV	7/17	SOUTH HILL CEM	07/31/17	258930	60.00-
00001	HAVARD	PEST	CONTROL	INC	1158619	02017703	16007111	SRV	7/17	#3 FIRE STA	07/31/17	258930	48.00-
00001	HAVARD	PEST	CONTROL	INC	1158648	02017703	16007112	SRV	7/17	AIRPORT	07/31/17	258930	45.00-

HAVARD PEST CONTROL INC													
Sum											1,359.00-		
00001	HEALTHWORKS	LLC		20113490	00172004	16006935	POST	ACCIDENT	DRUG	SCREEN	07/31/17	258931	74.00-

HEALTHWORKS LLC													
Sum											74.00-		
00001	HIBBLER, CLAUDIA	(POLL W	6/6/17	GEN E	02017682	16006844	6/6/17	GENERAL	ELECTION		07/21/17	111988	20.00-

HIBBLER, CLAUDIA (POLL W													
Sum											20.00-		
00001	HILL & BROOKS	COFFEE & T	699675		00171762	16006698	COFFEE	SERV	M/ADM		07/31/17	258933	118.22-
00001	HILL & BROOKS	COFFEE & T	699957		00172066	16007037	COFFEE	SERV	M/ADM		07/31/17	258933	84.88-

HILL & BROOKS COFFEE & T													
Sum											203.10-		
00001	HOME DEPOT		6971474										

00001 INTERFACE SECURITY SYSTE 18800277	00172163 16007134 SECURITY 8/17 HIGHLAND CEM	07/31/17	258937	33.02-
00001 INTERFACE SECURITY SYSTE 18805357	00172163 16007135 SECURITY 8/17 SOUTH HILL CEM	07/31/17	258937	29.95-

INTERFACE SECURITY SYSTE				
Sum				62.97-
00001 JACKSON, TULLOS & ROGERS 62588	00172136 16007068 SRVS WASTEWTR TRTMNT FACILITY	07/31/17	258940	525.00-
00001 JACKSON, TULLOS & ROGERS 62434	00172137 16007069 SRVS WASTEWTR TRTMNT FACILITY	07/31/17	258940	700.00-

JACKSON, TULLOS & ROGERS				
Sum				1,225.00-
00001 JOHNNY'S WRECKER SERVICE 32704	00171904 16006836 TOWING U#19947 SANIT	07/31/17	258941	250.00-
00001 JOHNNY'S WRECKER SERVICE 32771	00172077 16007056 TOWING U#14409 DRAINAGE	07/31/17	258941	350.00-

JOHNNY'S WRECKER SERVICE				
Sum				600.00-
00001 JONES, CHARLIE (POLL WOR 6/6/17 GEN E 02017682 16006846 6/6/17 GENERAL ELECTION		07/21/17	111990	175.00-

JONES, CHARLIE (POLL WOR				
Sum				175.00-
00001 KONE INC (MONTGOMERY KON 949662635	00171824 16006725 MAINT 7-9/17 CITY HALL	07/31/17	258949	1,175.97-

KONE INC (MONTGOMERY KON				
Sum				1,175.97-
00001 LAFAYETTE INSTRUMENT CO 21790	00171485 16006794 POLYGRAPH CHAIR	07/31/17	258951	493.71-

LAFAYETTE INSTRUMENT CO				
Sum				493.71-
00001 LAMAR CTY SHERIFF JAIL 6/17	00172079 16007048 INMATE HOUSING 6/17	07/31/17	258952	20.00-

LAMAR CTY SHERIFF				
Sum				20.00-
00001 LANE, DENISE 0076	00171984 16006854 FOOD NLC BANK/HBRG LUNCHEON	07/31/17	258954	562.50-

LANE, DENISE				
Sum				562.50-
00001 LARRY'S WRECKER SERVICE 3287	00171889 16006793 TOWING U#16754 POLICE	07/31/17	258955	65.00-
00001 LARRY'S WRECKER SERVICE 3296	00172042 16006940 TOWING U#18332	07/31/17	258955	55.00-
00001 LARRY'S WRECKER SERVICE 3455	00172042 16006941 TOWING U#18323 POLICE	07/31/17	258955	55.00-
00001 LARRY'S WRECKER SERVICE 3453	00172042 16006942 TOWING U#17573 POLICE	07/31/17	258955	55.00-
00001 LARRY'S WRECKER SERVICE 3452	00172041 16006951 TOWING U#18250 ANIMAL CNTRL	07/31/17	258955	65.00-
00001 LARRY'S WRECKER SERVICE 3476	00172118 16007066 TOWING U#18318 POLICE	07/31/17	258955	55.00-
00001 LARRY'S WRECKER SERVICE 3475	00172118 16007067 TOWING U#17579 POLICE	07/31/17	258955	55.00-

LARRY'S WRECKER SERVICE				
Sum				405.00-
00001 LAWRENCE PRINTING CO INC 17623	00170417 16007113 BALLOTS MAYOR'S ELECTION 2017	07/31/17	258956	149.34-

LAWRENCE PRINTING CO INC				
Sum				149.34-
00001 LEWIS, WILLIAM TRAVEL REIMB	00171933 16006820 EXPNS SEARCH/RESCUE LEFLORE	07/31/17	258957	76.38-

LEWIS, WILLIAM				

Sum								76.38-
00001	LINEBARGER GOGGAN BLAIR	6/15/2017	02017663	16006778	POLICE FINES COLL.FEE	07/31/17	258958	1,560.96-
00001	LINEBARGER GOGGAN BLAIR	6/30/2017	02017664	16006779	POLICE FINES COLL.FEE	07/31/17	258958	1,637.95-
00001	LINEBARGER GOGGAN BLAIR	5/31/2017	02017665	16006780	POLICE FINES COLL.FEE	07/31/17	258958	3,780.85-

LINEBARGER GOGGAN BLAIR								
Sum								6,979.76-
00001	LOUISIANA ANIMAL CONTROL REG REEVES 7	00171782	16006712	REG REEVES CERTIFICATION CRSE		07/31/17	258959	225.00-

LOUISIANA ANIMAL CONTROL								
Sum								225.00-
00001	LOWE'S OF HATTIESBURG IN 905354		00171937	16006832	BLDG MATLS MASS TRANSIT	07/31/17	258960	143.96-

LOWE'S OF HATTIESBURG IN								
Sum								143.96-
00001	MAC PAPERS	386329	00171457	16006719	BUSINESS CARD PAPER MAYOR	07/31/17	258961	68.84-
00001	MAC PAPERS	386445	00171457	16006733	CREDIT PO#171393	07/31/17	258961	36.65

MAC PAPERS								
Sum								32.19-
00001	MAGEE, CLARENCE E (POLL 6/6/17 GEN E	02017682	16006845	6/6/17 GENERAL ELECTION		07/21/17	111989	125.00-

MAGEE, CLARENCE E (POLL								
Sum								125.00-
00001	MCELHANEY PLUMBING INC 257224		00172053	16007040	URINAL REPR 1ST FLR RESTROOM	07/31/17	258965	99.95-

MCELHANEY PLUMBING INC								
Sum								99.95-
00001	MCGINTY, DESTINY 5/30 FILE #2	02017675	16006807	ESTABLISH PETTY CASH		07/19/17	111984	600.00-

MCGINTY, DESTINY								
Sum								600.00-
00001	MCMULLAN EQUIPMENT CO 171865P		00172112	16007151	REPR PTS U#14714	07/31/17	258966	275.40-

MCMULLAN EQUIPMENT CO								
Sum								275.40-
00001	MITCHELL TOOL SALES & SE 98355		00171812	16006828	HAND TOOLS FOR SHOP	07/31/17	258968	41.00-

MITCHELL TOOL SALES & SE								
Sum								41.00-
00001	MORPHOTRUST USA 110666		00171983	16006862	RENEW/MAINT LIFESCAN MACHINE	07/31/17	258969	9,547.13-

MORPHOTRUST USA								
Sum								9,547.13-
00001	MS MUNICIPAL LEAGUE REG MCCAIN 7	00171848	16006720	REG MCCAIN CONF BILOXI		07/31/17	258971	275.00-
00001	MS MUNICIPAL LEAGUE REG JONES 7/	00171848	16006721	REG JONES CONF BILOXI		07/31/17	258971	275.00-

MS MUNICIPAL LEAGUE								
Sum								550.00-
00001	MS POWER COMPANY 7/17 GENERAL	00201720	16007013	MNTHLY ELEC-GENERAL		07/31/17	258972	107,092.54-

MS POWER COMPANY								

Sum								107,092.54-
00001 MS STATE/EMP SECURITY CO 92-00131-0-0	00172152	16007117	UNEMP CLAIMS 2ND QTR 2017	07/31/17	258973			4,879.74-

MS STATE/EMP SECURITY CO								
Sum								4,879.74-
00001 N & H ELECTRONIC DISTRIB 174141	00171940	16007098	ZIP TIES EVIDENCE COLLECTION	07/31/17	258974			34.16-

N & H ELECTRONIC DISTRIB								
Sum								34.16-
00001 NAPA AUTO PARTS	5930-563642	00171663	16007102 BATTERY U#18489 FIRE DEPT	07/31/17	258975			109.38-
00001 NAPA AUTO PARTS	5930-563970	00171917	16007103 MAINT SUPP FIRE DEPT STOCK	07/31/17	258975			172.05-
00001 NAPA AUTO PARTS	5930-564036	00171975	16007104 MAINT SUPP FIRE DEPT STOCK	07/31/17	258975			144.90-

NAPA AUTO PARTS								
Sum								426.33-
00001 NATL ASSN OF TOWN WATCH NNO5984	00171094	16007039	NNO MERCHANDISE 2017 PROJECT	07/31/17	258976			3,738.16-

NATL ASSN OF TOWN WATCH								
Sum								3,738.16-
00001 NATUR CHEM	0129151-IN	00170984	16006746 HERBICIDE SPRAY PUBLIC WORKS	07/31/17	258977			2,500.00-

NATUR CHEM								
Sum								2,500.00-
00001 NEWELL PAPER COMPANY	4000271	00170053	16006757 JANIT SUPP POLICE DEPT	07/31/17	258978			143.76-
00001 NEWELL PAPER COMPANY	4000460	00170053	16006758 JANIT SUPP POLICE DEPT	07/31/17	258978			1,319.16-
00001 NEWELL PAPER COMPANY	4000669	00170053	16006759 JANIT SUPP POLICE DEPT	07/31/17	258978			92.30-
00001 NEWELL PAPER COMPANY	4004378	00171310	16006810 JANIT SUPP MUN COURT	07/31/17	258978			442.10-
00001 NEWELL PAPER COMPANY	4005567	00171837	16007044 JANIT SUPP POLICE DEPT	07/31/17	258978			783.78-
00001 NEWELL PAPER COMPANY	4005802	00171837	16007045 JANIT SUPP POLICE DEPT	07/31/17	258978			186.24-

NEWELL PAPER COMPANY								
Sum								2,967.34-
00001 NORFOLK SOUTHERN CORP	90404022	00171825	16006754 8/17 LEASE RR ST PK LOT	07/31/17	258979			1,943.51-

NORFOLK SOUTHERN CORP								
Sum								1,943.51-
00001 NORTHERN SAFETY & INDUST	902524455	00171925	16007099 HAZ MAT COVERALLS/SHIRTS/SUPP	07/31/17	258981			485.42-

NORTHERN SAFETY & INDUST								
Sum								485.42-
00001 OFFICE DEPOT INC	2084449672	00171654	16006770 OFFC HOME/BSN 2016 FOR MAYOR	07/31/17	258983			229.99-
00001 OFFICE DEPOT INC	2082975840	00171496	16006771 FAX TONER DISPATCH OFFICE	07/31/17	258983			78.99-
00001 OFFICE DEPOT INC	941211019001	00171496	16006772 FAX TONER DISPATCH OFFICE	07/31/17	258983			78.99-

OFFICE DEPOT INC								
Sum								387.97-
00001 OFFICE PRODUCTS PLUS	800610-0	00171821	16006799 SETUP EASEL FIRE ED SUPPLIES	07/31/17	258984			29.44-

OFFICE PRODUCTS PLUS								
Sum								29.44-
00001 PAGE, CHARLES E. (REFUND MUNICIPAL CO	02017662	16006777	MUNICIPAL COURT REFUND	07/31/17	258986			38.37-

PAGE, CHARLES E. (REFUND

Sum								38.37-	
00001	PARISH TRACTOR	01-40725	00171116	16006878	REPRS U#15516	SANIT	07/31/17	258987	4,901.79-

PARISH TRACTOR

Sum									4,901.79-
00001	PARKER, ANDY (USE 83107-	PETTY CASH 7	00171941	16006838	PETTY CASH	CEMETERY	07/31/17	258988	115.92-

PARKER, ANDY (USE 83107-

Sum									115.92-
00001	PEARL RIVER VALLEY EPA (	7/17 GENERAL	00201720	16007014	MNTHLY 7/17	PUBLIC SERVICES	07/31/17	258990	1,350.24-

PEARL RIVER VALLEY EPA (

Sum									1,350.24-
00001	PINE BELT INDUSTRIAL SUP	4152433-01	00171242	16007152	REPR PTS U#19810		07/31/17	258992	114.78-

PINE BELT INDUSTRIAL SUP

Sum									114.78-
00001	PINE BELT OIL COMPANY IN	1049244	00171657	16006717	GAS FOR FUEL	STATION	07/31/17	258993	7,611.86-
00001	PINE BELT OIL COMPANY IN	1130731	00171657	16006718	DIESEL FOR FUEL	STATION	07/31/17	258993	3,936.24-
00001	PINE BELT OIL COMPANY IN	1049241	00171875	16006847	GAS FOR FUEL	STATION	07/31/17	258993	10,750.64-
00001	PINE BELT OIL COMPANY IN	1048918	00171875	16006848	DIESEL FOR FUEL	STATION	07/31/17	258993	7,242.34-
00001	PINE BELT OIL COMPANY IN	10505091	00172059	16007093	GAS FOR FUEL	STATION	07/31/17	258993	10,701.10-
00001	PINE BELT OIL COMPANY IN	10489271	00172059	16007094	DIESEL FOR FUEL	STATION	07/31/17	258993	6,255.54-

PINE BELT OIL COMPANY IN

Sum									46,497.72-
00001	PINE BELT REGIONAL SOLID	100006 6/17	00172128	16007071	REFUSE DISPOSAL	SANIT	07/31/17	258994	19,611.15-

PINE BELT REGIONAL SOLID

Sum									19,611.15-
00001	PODS ENTERPRISES, LLC	HATT00000224	00172058	16006988	STORAGE 1419 W	PINE TORNADO	07/31/17	258998	169.00-

PODS ENTERPRISES, LLC

Sum									169.00-
00001	PRESLEY, PAUL E	PETTY CASH 7	00171871	16006795	PETTY CASH	FIRE DEPT	07/31/17	259000	367.75-

PRESLEY, PAUL E

Sum									367.75-
00001	PRO TRAVEL INC	UBVXXE ARCHE	00171883	16006798	ARCHER PRESERVATION	CONF	07/31/17	259001	656.40-

PRO TRAVEL INC

Sum									656.40-
00001	PUCKETT MACHINERY COMPAN	P05C5627510	00171424	16006776	REPR PTS U#17508	SANIT	07/31/17	259002	234.23-

PUCKETT MACHINERY COMPAN

Sum									234.23-
00001	PYLE, MILLS & DYE PA	29,15,10,10	00171852	16006809	VARIOUS MATTERS		07/21/17	111987	22,430.31-

PYLE, MILLS & DYE PA

Sum									22,430.31-
00001	RAYNER, JACK	072017	00172131	16007064	POLYGRAPH LATERAL	P MCCLAIN	07/31/17	259005	150.00-

00001 RAYNER, JACK	072017(B)	00172032 16007097 POLYGRAPH LATERAL W SPRADLING	07/31/17	259005	150.00-

RAYNER, JACK					
Sum					300.00-
00001 RHYTHM HERITAGE FOUNDATI	2017 SPONSOR	00172057 16006954 MOBILE STREET FESTIVAL	07/24/17	111996	8,000.00-

RHYTHM HERITAGE FOUNDATI					
Sum					8,000.00-
00001 RICOH CORP	23174374	00172146 16007119 COPIER 8/17 LAND CODE DEPT	07/31/17	259006	110.00-

RICOH CORP					
Sum					110.00-
00001 RJ YOUNG COMPANY	INV1949943	00171823 16006723 COIER 6/6-7/5 PLANNING	07/31/17	259007	369.00-
00001 RJ YOUNG COMPANY	INV1966552	00172083 16007038 COPIER 6/14-7/13 CITY CLERK	07/31/17	259007	298.00-
00001 RJ YOUNG COMPANY	INV1965076	00172064 16007041 COPIER 6/16-7/15 TRAIN DEPOT	07/31/17	259007	174.00-
00001 RJ YOUNG COMPANY	INV1965235	00172065 16007042 COPIER 6/17-7/16 GIS/MPO	07/31/17	259007	136.96-
00001 RJ YOUNG COMPANY	INV1974815	00172063 16007046 COPIER 6/24-7/23 POLICE	07/31/17	259007	253.00-
00001 RJ YOUNG COMPANY	INV1939141	00172100 16007047 COPIER 5/28-6/27 DETECTIVES	07/31/17	259007	892.70-
00001 RJ YOUNG COMPANY	INV1963264	00172133 16007070 COPIER 6/25-7/13 ENGR DEPT	07/31/17	259007	318.00-

RJ YOUNG COMPANY					
Sum					2,441.66-
00001 RODCO LLC (REFUNDS)	REFUND RECEI	02017702 16007061 REFUND RECEIPT #68531	07/31/17	259009	285.00-

RODCO LLC (REFUNDS)					
Sum					285.00-
00001 RODCO, LLC	10617	00171882 16006797 REVIEW MERCHANTS FOOD PROJECT	07/31/17	259010	989.00-

RODCO, LLC					
Sum					989.00-
00001 SANSOM EQUIPMENT CO	51761	00172075 16007109 REPRS U#13982 SANIT	07/31/17	259012	1,080.00-

SANSOM EQUIPMENT CO					
Sum					1,080.00-
00001 SHERWIN-WILLIAMS COMPANY	3422-2	00171662 16006724 PAINT SUPP CITY HALL	07/31/17	259014	56.20-
00001 SHERWIN-WILLIAMS COMPANY	2535-2	00171056 16006760 BLACK PAINT FOR SHOP	07/31/17	259014	37.74-
00001 SHERWIN-WILLIAMS COMPANY	3101-2	00171492 16006817 PAINT SUPP CITY HALL	07/31/17	259014	64.62-
00001 SHERWIN-WILLIAMS COMPANY	976602011380	00160231 16006841 PAINT COVERALLS/STRAINERS	07/31/17	259014	99.05-
00001 SHERWIN-WILLIAMS COMPANY	97660201742	00160231 16006842 PAINT COVERALLS/STRAINERS	07/31/17	259014	99.05-
00001 SHERWIN-WILLIAMS COMPANY	976602011741	00160231 16006843 CREDIT	07/31/17	259014	99.05-
00001 SHERWIN-WILLIAMS COMPANY	5167-9	00170501 16007149 MARKING PAINT TRAFFIC DEPT	07/31/17	259014	1,363.50-
00001 SHERWIN-WILLIAMS COMPANY	5558-9	00170760 16007150 STAIN SUPP 2ND ST PROJ SHELVS	07/31/17	259014	146.13-

SHERWIN-WILLIAMS COMPANY					
Sum					1,767.24-
00001 SILVERSTEIN, MARK (REFUN	DAMAGE DEP R	02017680 16006888 DAMAGE DEPOSIT REFUND	07/31/17	259017	300.00-

SILVERSTEIN, MARK (REFUN					
Sum					300.00-
00001 SMITH, JIM SERVICES	87574	00170527 16006762 A/C REPAIR IN SHOP	07/31/17	259019	870.00-

SMITH, JIM SERVICES					

Sum								870.00-
00001	SOUTHEASTERN CONCRETE CO	27967(A)	00171131	16006992	FLOWABLE FILL S 28TH AVE	07/31/17	259022	480.00-
00001	SOUTHEASTERN CONCRETE CO	27967(B)	00171378	16006993	ADDL AMT DUE PO#171131	07/31/17	259022	480.00-

SOUTHEASTERN CONCRETE CO								
Sum								960.00-
00001	SOUTHERN FINANCIAL SYSTE	CMCHAT2 6/16	02017666	16006781	POLICE FINES COLL.FEE	07/31/17	259023	68.46-
00001	SOUTHERN FINANCIAL SYSTE	CMCHAT3 6/16	02017667	16006782	POLICE FINES COLL.FEE	07/31/17	259023	637.47-
00001	SOUTHERN FINANCIAL SYSTE	CMCHAT2 6/30	02017693	16006985	POLICE FINES COLL.FEE	07/31/17	259023	453.31-
00001	SOUTHERN FINANCIAL SYSTE	CMCHAT3 6/30	02017694	16006986	POLICE FINES COLL.FEE	07/31/17	259023	2,020.94-

SOUTHERN FINANCIAL SYSTE								
Sum								3,180.18-
00001	SOUTHERN PINE ELECTRIC P	7/17 GENERAL	00201720	16006929	MNTHLY 7/17 PUBLIC SERVICES	07/31/17	259026	58.12-

SOUTHERN PINE ELECTRIC P								
Sum								58.12-
00001	SOUTHERN PINES ANIMAL SH	8/17	00172040	16006952	HANDLING/HOUSING 8/17	07/31/17	259027	9,716.00-

SOUTHERN PINES ANIMAL SH								
Sum								9,716.00-
00001	SOUTHERN PIPE & SUPPLY C	938865-00	00171563	16006774	PLUMB SUPP PUB WORKS RESTROOM	07/31/17	259028	79.00-

SOUTHERN PIPE & SUPPLY C								
Sum								79.00-
00001	SOUTHERN TIRE MART #9 (M	9023356	00172037	16007000	INSTALL TIRES U#14701	07/31/17	259029	40.00-

SOUTHERN TIRE MART #9 (M								
Sum								40.00-
00001	SOUTHERN TIRE MART LLC	9023203	00171832	16006822	DEF EXHAUST FOR SHOP	07/31/17	259030	434.50-
00001	SOUTHERN TIRE MART LLC	11130738	00171756	16006824	TIRES VARI PUBLIC WORKS UNTS	07/31/17	259030	18,677.40-
00001	SOUTHERN TIRE MART LLC	11130865	00171808	16006825	TIRES U#15668/15670	07/31/17	259030	603.70-
00001	SOUTHERN TIRE MART LLC	9023059	00171850	16006826	VALVE STEMS SHOP STOCK	07/31/17	259030	262.20-
00001	SOUTHERN TIRE MART LLC	9022958	00171660	16006881	TIRES U#18566/18565 CEMETERY	07/31/17	259030	1,304.16-
00001	SOUTHERN TIRE MART LLC	11130889	00171697	16006953	TIRES U#16007/14409 ST CLEAN	07/31/17	259030	1,819.26-

SOUTHERN TIRE MART LLC								
Sum								23,101.22-
00001	SOUTHGROUP (HATTIESBURG	HATTIES-02 1	00171874	16006783	SURETY BOND 2017-21 N BROWN	07/31/17	259031	1,139.00-
00001	SOUTHGROUP (HATTIESBURG	HATTIES-02 1	00171874	16006784	SURETY BOND 2017-21 C CARROLL	07/31/17	259031	1,139.00-
00001	SOUTHGROUP (HATTIESBURG	HATTIES-02 1	00171874	16006785	SURETY BOND 2017-21 D DELGADO	07/31/17	259031	1,139.00-
00001	SOUTHGROUP (HATTIESBURG	HATTIES-02 1	00171874	16006786	SURETY BOND 2017-21 M DRYDEN	07/31/17	259031	1,139.00-
00001	SOUTHGROUP (HATTIESBURG	HATTIES-02 1	00171874	16006787	SURETY BOND 2017-21 J GEORGE	07/31/17	259031	1,138.00-
00001	SOUTHGROUP (HATTIESBURG	HATTIES-02 1	00172003	16006937	AIRPORT LIABILITY RENEWAL	07/31/17	259031	856.00-
00001	SOUTHGROUP (HATTIESBURG	HATTIES-02 1	00172020	16006938	POSITION BOND T STENSON	07/31/17	259031	100.00-

SOUTHGROUP (HATTIESBURG								
Sum								6,650.00-
00001	STANDARD OFFICE SUPPLY C	0070912-001	00171596	16006796	DOCUMENT STORAGE FIRE DEPT	07/31/17	259033	99.96-
00001	STANDARD OFFICE SUPPLY C	0070786-001	00171476	16006818	INAUGURATION PROGRAMS	07/31/17	259033	2,434.88-
00001	STANDARD OFFICE SUPPLY C	0071139-001	00171177	16006855	RUBBER STAMPS DETECTIVES	07/31/17	259033	88.50-

STANDARD OFFICE SUPPLY C

Sum									2,623.34-
00001	TAYLOR RENTAL CENTER	1-287702-01	00171820	16006755	POPCORN BAGS NNO KICK-OFF	07/31/17	259034		45.00-

TAYLOR RENTAL CENTER

Sum									45.00-
00001	TEMPLE INC	INV0165336	00171800	16006866	TRAFFIC SIGNAL LED'S	07/31/17	259035		4,224.00-

TEMPLE INC

Sum									4,224.00-
00001	THYSSENKRUPP ELEVATOR CO	3003301046	00171815	16006714	MAINT 7/17 PINE ST GARAGE	07/31/17	259039		468.40-

THYSSENKRUPP ELEVATOR CO

Sum									468.40-
00001	TRANSUNION RISK AND ALTE	362606 7/01/	00171876	16006792	ONLINE INVESTIGATIONS 6/17	07/31/17	259041		112.00-

TRANSUNION RISK AND ALTE

Sum									112.00-
00001	TRUCKPRO INC	039-0631534	00171833	16006827	REPR PTS VARI PUB WORKS UNITS	07/31/17	259044		2,312.28-
00001	TRUCKPRO INC	039-0630403	00171348	16006879	REPR PTS U#20070/20089 SANIT	07/31/17	259044		679.48-

TRUCKPRO INC

Sum									2,991.76-
00001	TRUSTMARK BUSINESS CARD	2010 DUPREE	00172127	16007075	HOTEL 6/7-8 EARLY FLIGHT CHG	07/31/17	259047		129.13-
00001	TRUSTMARK BUSINESS CARD	2010 DUPREE	00172127	16007076	SEAT UPGRADE CHICAGO 6/8-9	07/31/17	259047		35.00-
00001	TRUSTMARK BUSINESS CARD	2010 DUPREE	00172127	16007077	TAXI NLC CLEVELAND 6/18-21	07/31/17	259047		36.00-
00001	TRUSTMARK BUSINESS CARD	2010 DUPREE	00172127	16007078	MEALS NLC CLEVELAND 6/18-21	07/31/17	259047		62.99-
00001	TRUSTMARK BUSINESS CARD	2010 DUPREE	00172127	16007079	HOTEL EARLY FLIGHT 6/17-18	07/31/17	259047		230.84-
00001	TRUSTMARK BUSINESS CARD	2010 DUPREE	00172127	16007080	TAXI NLC CLEVELAND 6/21/17	07/31/17	259047		36.97-
00001	TRUSTMARK BUSINESS CARD	2010 DUPREE	00172127	16007081	HOTEL HUGHES NLC MEET 6/21-23	07/31/17	259047		697.58-
00001	TRUSTMARK BUSINESS CARD	2010 DUPREE	00172127	16007082	HOTEL ARNOLD/COLEMAN 6/21-23	07/31/17	259047		1,142.18-
00001	TRUSTMARK BUSINESS CARD	2010 DUPREE	00172127	16007083	TAXI MAYORS CNF MIAMI 6/26/17	07/31/17	259047		40.25-
00001	TRUSTMARK BUSINESS CARD	2010 DUPREE	00172127	16007084	HOTEL ARNOLD/HUGHES/COLEMAN	07/31/17	259047		807.12-
00001	TRUSTMARK BUSINESS CARD	2010 DUPREE	00172127	16007085	HOTEL NLC CLEVELAND 6/18-21	07/31/17	259047		412.42-
00001	TRUSTMARK BUSINESS CARD	2010 DUPREE	00172127	16007086	HOTEL NLC/MAYORS CONF MIAMI	07/31/17	259047		1,483.70-
00001	TRUSTMARK BUSINESS CARD	2010 DUPREE	00172127	16007087	TAXI MAYORS CNF MIAMI 6/21/17	07/31/17	259047		40.25-
00001	TRUSTMARK BUSINESS CARD	2010 DUPREE	00172127	16007088	FOOD 6/24 AVENTURA, FL	07/31/17	259047		26.16-
00001	TRUSTMARK BUSINESS CARD	2010 DUPREE	00172127	16007089	FINANCE CHARGE	07/31/17	259047		101.05-
00001	TRUSTMARK BUSINESS CARD	2010 DUPREE	00172127	16007090	HOTEL HUGHES NLC 6/21-23	07/31/17	259047		697.58-
00001	TRUSTMARK BUSINESS CARD	2010 DUPREE	00172127	16007091	HOTEL CREDIT	07/31/17	259047		697.58
00001	TRUSTMARK BUSINESS CARD	2010 DUPREE	00172127	16007092	MEALS MIAMI 6/25-26/17	07/31/17	259047		29.64-

TRUSTMARK BUSINESS CARD

Sum									5,311.28-
00001	ULINE	87161981	00170552	16006837	SAFETY GLASSES CEMETERY	07/31/17	259049		228.44-

ULINE

Sum									228.44-
00001	UNDERWOOD OUTDOOR POWER, 46100		00171804	16006767	CHAIN OIL/GAS MIX FOR SHOP	07/31/17	259051		177.84-
00001	UNDERWOOD OUTDOOR POWER, 46711		00171980	16006978	BELTS U#18046 MOWER P/F ACDMY	07/31/17	259051		89.98-

UNDERWOOD OUTDOOR POWER,

Sum								267.82-
00001 UNITED FENCE COMPANY	00018337	00168903	16006701	M TRANSIT FENCE TORNADO 2017	07/31/17	259052		14,697.00-

UNITED FENCE COMPANY								14,697.00-
Sum								21.34-
00001 UNITED PARCEL SERVICE IN	00008E1Y1528	00172072	16007065	SERV 7/12/17 POLICE DEPT	07/31/17	259053		-----
UNITED PARCEL SERVICE IN								21.34-
Sum								300.00-
00001 USM HONORS COLLEGE (REFU	DAMAGE DEP R	02017680	16006887	DAMAGE DEPOSIT REFUND	07/31/17	259055		-----
USM HONORS COLLEGE (REFU								300.00-
Sum								2,400.76-
00001 VERIZON WIRELESS	942014683000	00171814	16006700	WIRELESS SERV POLICE DEPT	07/31/17	259058		-----
VERIZON WIRELESS								2,400.76-
Sum								336.00-
00001 VESELY'S NURSERY	PO#169523 4/	00169523	16006970	SPRING PLANTS CITY HALL	07/31/17	259059		-----
VESELY'S NURSERY								336.00-
Sum								3,349.68-
00001 VULCAN MATERIALS CO	50293155	00168987	16006870	LIMESTONE PUBLIC WORKS	07/31/17	259060		1,156.00-
00001 VULCAN MATERIALS CO	50296356	00170254	16006871	LIMESTONE	07/31/17	259060		988.72-
00001 VULCAN MATERIALS CO	50302549	00170254	16006872	LIMESTONE	07/31/17	259060		790.84-
00001 VULCAN MATERIALS CO	50303870	00170254	16006873	LIMESTONE	07/31/17	259060		931.94-
00001 VULCAN MATERIALS CO	50293151 & 5	00171976	16006874	ADDL AMT DUE PO#167510	07/31/17	259060		-----
VULCAN MATERIALS CO								7,217.18-
Sum								500.00-
00001 WAGE HOUR ASSESSMENTS AN	CH0617-006	00171844	16006808	JUNE CONSULTUNG SERVICES	07/19/17	111986		-----
WAGE HOUR ASSESSMENTS AN								500.00-
Sum								1,160.40-
00001 WAL-MART STORES INC	008342	00171622	16006996	SCHOOL SUPP NNO KICK-OFF	07/31/17	259061		-----
WAL-MART STORES INC								1,160.40-
Sum								191.88-
00001 WARREN PAVING INC	81	00169292	16006890	HOT ASPHALT MIX POTHOLES P/W	07/31/17	259066		170.00-
00001 WARREN PAVING INC	27	00169292	16006891	HOT ASPHALT MIX POTHOLES P/W	07/31/17	259066		204.38-
00001 WARREN PAVING INC	75	00169292	16006892	HOT ASPHALT MIX POTHOLES P/W	07/31/17	259066		200.00-
00001 WARREN PAVING INC	104	00169292	16006893	HOT ASPHALT MIX POTHOLES P/W	07/31/17	259066		243.13-
00001 WARREN PAVING INC	134	00169292	16006894	HOT ASPHALT MIX POTHOLES P/W	07/31/17	259066		353.76-
00001 WARREN PAVING INC	144	00169292	16006895	HOT ASPHALT MIX POTHOLES P/W	07/31/17	259066		1,008.13-
00001 WARREN PAVING INC	160	00169292	16006896	HOT ASPHALT MIX POTHOLES P/W	07/31/17	259066		299.38-
00001 WARREN PAVING INC	184	00169292	16006897	HOT ASPHALT MIX POTHOLES P/W	07/31/17	259066		413.44-
00001 WARREN PAVING INC	200	00169292	16006898	HOT ASPHALT MIX POTHOLES P/W	07/31/17	259066		146.88-
00001 WARREN PAVING INC	1114	00169292	16006899	HOT ASPHALT MIX POTHOLES P/W	07/31/17	259066		268.76-
00001 WARREN PAVING INC	1231	00169292	16006900	HOT ASPHALT MIX POTHOLES P/W	07/31/17	259066		184.38-
00001 WARREN PAVING INC	1254	00169292	16006901	HOT ASPHALT MIX POTHOLES P/W	07/31/17	259066		334.38-
00001 WARREN PAVING INC	1704	00169292	16006902	HOT ASPHALT MIX POTHOLES P/W	07/31/17	259066		196.88-
00001 WARREN PAVING INC	1751	00169292	16006903	HOT ASPHALT MIX POTHOLES P/W	07/31/17	259066		185.63-
00001 WARREN PAVING INC	1768	00169292	16006904	HOT ASPHALT MIX POTHOLES P/W	07/31/17	259066		

00001	WARREN	PAVING	INC	1771	00169292	16006905	HOT ASPHALT MIX	POTHOLES P/W	07/31/17	259066	78.13-
00001	WARREN	PAVING	INC	1869	00169292	16006906	HOT ASPHALT MIX	POTHOLES P/W	07/31/17	259066	85.63-
00001	WARREN	PAVING	INC	1879	00169292	16006907	HOT ASPHALT MIX	POTHOLES P/W	07/31/17	259066	306.25-
00001	WARREN	PAVING	INC	1902	00169292	16006908	HOT ASPHALT MIX	POTHOLES P/W	07/31/17	259066	328.75-
00001	WARREN	PAVING	INC	1920	00169292	16006909	HOT ASPHALT MIX	POTHOLES P/W	07/31/17	259066	489.39-
00001	WARREN	PAVING	INC	1931	00169292	16006910	HOT ASPHALT MIX	POTHOLES P/W	07/31/17	259066	319.38-
00001	WARREN	PAVING	INC	2104	00169292	16006911	HOT ASPHALT MIX	POTHOLES P/W	07/31/17	259066	510.02-
00001	WARREN	PAVING	INC	2134	00170838	16006912	HOT ASPHALT MIX	POTHOLES P/W	07/31/17	259066	151.88-
00001	WARREN	PAVING	INC	2250	00170838	16006914	HOT ASPHALT MIX	POTHOLES P/W	07/31/17	259066	350.01-
00001	WARREN	PAVING	INC	2277	00170838	16006915	HOT ASPHALT MIX	POTHOLES P/W	07/31/17	259066	244.38-
00001	WARREN	PAVING	INC	2371	00170838	16006916	HOT ASPHALT MIX	POTHOLES P/W	07/31/17	259066	261.88-
00001	WARREN	PAVING	INC	2406	00170838	16006917	HOT ASPHALT MIX	POTHOLES P/W	07/31/17	259066	193.13-
00001	WARREN	PAVING	INC	2420	00170838	16006918	HOT ASPHALT MIX	POTHOLES P/W	07/31/17	259066	239.38-
00001	WARREN	PAVING	INC	2514	00170838	16006919	HOT ASPHALT MIX	POTHOLES P/W	07/31/17	259066	391.26-
00001	WARREN	PAVING	INC	2576	00170838	16006920	HOT ASPHALT MIX	POTHOLES P/W	07/31/17	259066	99.38-
00001	WARREN	PAVING	INC	2583	00170838	16006921	HOT ASPHALT MIX	POTHOLES P/W	07/31/17	259066	336.89-
00001	WARREN	PAVING	INC	2587	00170838	16006922	HOT ASPHALT MIX	POTHOLES P/W	07/31/17	259066	302.51-
00001	WARREN	PAVING	INC	2612	00170838	16006923	HOT ASPHALT MIX	POTHOLES P/W	07/31/17	259066	420.01-
00001	WARREN	PAVING	INC	3618	00170838	16006924	HOT ASPHALT MIX	POTHOLES P/W	07/31/17	259066	241.88-
00001	WARREN	PAVING	INC	2685	00170838	16006925	HOT ASPHALT MIX	POTHOLES P/W	07/31/17	259066	670.02-
00001	WARREN	PAVING	INC	2697	00170838	16006926	HOT ASPHALT MIX	POTHOLES P/W	07/31/17	259066	353.14-
00001	WARREN	PAVING	INC	2774	00170838	16006927	HOT ASPHALT MIX	POTHOLES P/W	07/31/17	259066	559.38-
00001	WARREN	PAVING	INC	2809	00170838	16006928	HOT ASPHALT MIX	POTHOLES P/W	07/31/17	259066	780.64-
00001	WARREN	PAVING	INC	812330	00171995	16006943	PAVING PROJECTS	VARI LOC	07/31/17	259066	81,974.66-
00001	WARREN	PAVING	INC	812293	00171995	16006944	PAVING PROJECTS	VARI LOC	07/31/17	259066	23,429.97-
00001	WARREN	PAVING	INC	2143	00170838	16006984	HOT ASPHALT MIX	POTHOLES P/W	07/31/17	259066	202.51-
00001	WARREN	PAVING	INC	2840	00170838	16007008	HOT ASPHALT MIX	POTHOLES P/W	07/31/17	259066	316.25-
00001	WARREN	PAVING	INC	2847	00170838	16007009	HOT ASPHALT MIX	POTHOLES P/W	07/31/17	259066	734.39-
00001	WARREN	PAVING	INC	2893	00170838	16007010	HOT ASPHALT MIX	POTHOLES P/W	07/31/17	259066	530.44-

WARREN PAVING INC											
Sum											119,302.55-
00001	WATERS	INTERNATIONAL	TRU	08P837142	00171710	16006768	REPR PTS U#16010	CEMETERY	07/31/17	259067	87.37-
00001	WATERS	INTERNATIONAL	TRU	08P837698	00171970	16007053	REPR PTS U#16009	SHOP STOCK	07/31/17	259067	2,088.40-

WATERS INTERNATIONAL TRU											
Sum											2,175.77-
00001	WATTS	BROTHERS	TRACTOR	C 01-27394	00171307	16006880	REPR PTS U#20373	HEALTH	07/31/17	259068	35.48-
00001	WATTS	BROTHERS	TRACTOR	C 01-26194	00171077	16007054	REPR PTS U#15515		07/31/17	259068	44.62-

WATTS BROTHERS TRACTOR C											
Sum											80.10-
00001	WHEELER'S	JANITORIAL	SUP	0400877	00171212	16006833	GARBAGE BAGS	PUBLIC WORKS	07/31/17	259069	490.00-
00001	WHEELER'S	JANITORIAL	SUP	0400890	00171708	16006852	JANIT SUPP	TRAIN DEPOT	07/31/17	259069	708.98-

WHEELER'S JANITORIAL SUP											
Sum											1,198.98-
00001	WILLMUT	GAS & OIL COMPAN	7/17	GENERAL	00201720	16006930	MNTHLY GAS-GENERAL		07/31/17	259071	380.89-

WILLMUT GAS & OIL COMPAN											
Sum											380.89-
00001	WOODARD,	LATISHA	(REFUND	DAMAGE	DEP R 02017699	16007016	DAMAGE DEPOSIT	REFUND	07/31/17	259072	600.00-

WOODARD, LATISHA (REFUND					-----	
Sum						600.00-
00001	WORKWELL SERVICES (NEW V 33890	00172005	16006936	POST ACCIDENT DRUG SCREEN	07/31/17	259073
						151.00-
WORKWELL SERVICES (NEW V					-----	
Sum						151.00-
00001	YOUNG, CHAD	TRAV REIMB 6	00171809	16006702 EXPNS MLEOA CONF D'IBERVILLE	07/31/17	259074
						21.41-
YOUNG, CHAD					-----	
Sum						21.41-
Sum						-----
						1,941,305.43-

CITY OF HATTIESBURG

DOCKET OF CLAIMS

Date - 07/28/17

PERIOD ENDING JULY 31, 2017

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
PARKS & RECREATION FUND							
00002 A & R FARM AND GARDEN	315687	00172047	16001412	SAND BAGS NNO EVENT	07/31/17	258814	33.75-
00002 A & R FARM AND GARDEN	315316	00171764	16001413	SHOVELS	07/31/17	258814	54.00-

A & R FARM AND GARDEN							
Sum							87.75-
00002 AGRI-AFC LLC	5270419	00171902	16001410	WEED KILLER	07/31/17	258819	76.00-
00002 AGRI-AFC LLC	5372519	00171959	16001411	HERBICIDE ALL BALLFIELDS	07/31/17	258819	3,028.86-

AGRI-AFC LLC							
Sum							3,104.86-
00002 AIRGAS USA LLC (NORDAN S	9065605787	00171695	16001420	HELIUM NATL NIGHT OUT	07/31/17	258821	393.67-

AIRGAS USA LLC (NORDAN S							
Sum							393.67-
00002 ALLBRITTON CHAIN SAW & L	51421	00171735	16001382	WEEDEATER STRAPS	07/31/17	258822	74.75-

ALLBRITTON CHAIN SAW & L							
Sum							74.75-
00002 AT&T MOBILITY	287273578351	00172113	16001460	WIRELESS SERV 6/17 PARKS/REC	07/31/17	258837	431.30-

AT&T MOBILITY							
Sum							431.30-
00002 AUTO ARMATURE SERVICE IN	09356	00172008	16001416	BATTERY U#16048 TRUCK	07/31/17	258838	125.95-

AUTO ARMATURE SERVICE IN							
Sum							125.95-
00002 B W I	14273824	00171517	16001432	INFLD DRYING AGENT BALLFIELDS	07/31/17	258841	1,779.20-

B W I							
Sum							1,779.20-
00002 BRACKMAN MOWER WAREHOUSE	31402	00171673	16001385	REPRS U#18866 GRNDS MAINT	07/31/17	258847	78.91-
00002 BRACKMAN MOWER WAREHOUSE	32042	00171765	16001417	TIRE U#20234	07/31/17	258847	143.75-
00002 BRACKMAN MOWER WAREHOUSE	32004	00171929	16001418	WEEDEATER SUPP	07/31/17	258847	280.00-
00002 BRACKMAN MOWER WAREHOUSE	32043	00172000	16001419	REPR PTS VARI GRNDS UNITS	07/31/17	258847	1,680.74-

BRACKMAN MOWER WAREHOUSE							
Sum							2,183.40-
00002 BRADDOCK, ARETHA	OFFICIAL 6/2	02017697	16001433	OFFICIAL-ADULT SOFTBALL	07/31/17	258848	80.00-
00002 BRADDOCK, ARETHA	SPORTS SERVS	02017696	16001451	SPORTS SUPPORT SERVICES	07/31/17	258848	32.00-

BRADDOCK, ARETHA							
Sum							112.00-
00002 BRIDGES, ZOIE D	SPORTS SERVS	02017696	16001452	SPORTS SUPPORT SERVICES	07/31/17	258849	32.00-

BRIDGES, ZOIE D							

Sum								32.00-
00002 BRYANT, ERNEST J	SPORTS SERV	02017696	16001453	SPORTS SUPPORT SERVICES	07/31/17	258852		168.00-

BRYANT, ERNEST J								
Sum								168.00-
00002 BUCKHAULTS ELECTRIC SERV 2312		00171732	16001421	AIR COMPRESSOR REPAIR	07/31/17	258853		775.00-

BUCKHAULTS ELECTRIC SERV								
Sum								775.00-
00002 CARQUEST AUTO PARTS STOR 14758-92975		00171931	16001394	MOTOR OIL VARI UNITS/STOCK	07/31/17	258860		100.56-
00002 CARQUEST AUTO PARTS STOR 14758-90547		00170817	16001406	REPR PTS U#9603 GRNDS MAINT	07/31/17	258860		17.65-

CARQUEST AUTO PARTS STOR								
Sum								118.21-
00002 CAWTHON, ANDREW C	OFFICIAL 6/2	02017697	16001434	OFFICIAL-ADULT SOFTBALL	07/31/17	258863		280.00-

CAWTHON, ANDREW C								
Sum								280.00-
00002 CERTIFIED SPORTS TURF SE 1015		00171204	16001387	SUMMER INFLD GRADING BALLFLDS	07/31/17	258866		4,999.00-
00002 CERTIFIED SPORTS TURF SE 1014		00171633	16001388	FLD DAMAGE REPR TATUM BASEBAL	07/31/17	258866		1,000.00-

CERTIFIED SPORTS TURF SE								
Sum								5,999.00-
00002 CINTAS CORPORATION #J66 J66547708		00172081	16001424	MATS 7/03 GRNDS MAINT	07/31/17	258872		4.95-
00002 CINTAS CORPORATION #J66 J66548444		00172081	16001425	MATS 7/10 GRNDS MAINT	07/31/17	258872		4.95-
00002 CINTAS CORPORATION #J66 J66549174		00172081	16001426	MATS 7/17 GRNDS MAINT	07/31/17	258872		4.95-
00002 CINTAS CORPORATION #J66 J66549911		00172081	16001427	MATS 7/24 GRNDS MAINT	07/31/17	258872		4.95-
00002 CINTAS CORPORATION #J66 J66547709		00172081	16001428	UNIFORMS 7/03 GRNDS MAINT	07/31/17	258872		173.74-
00002 CINTAS CORPORATION #J66 J66548445		00172081	16001429	UNIFORMS 7/10 GRNDS MAINT	07/31/17	258872		173.74-
00002 CINTAS CORPORATION #J66 J66549175		00172081	16001430	UNIFORMS 7/17 GRNDS MAINT	07/31/17	258872		154.63-
00002 CINTAS CORPORATION #J66 J66549912		00172081	16001431	UNIFORMS 7/24 GRNDS MAINT	07/31/17	258872		141.63-

CINTAS CORPORATION #J66								
Sum								663.54-
00002 CITY OF HATTIESBURG FUND TRF 2ND 7/17	02017677	16001389	TRF 2ND 7/17	PAYROLL	07/19/17	311486		77,426.11-

CITY OF HATTIESBURG FUND								
Sum								77,426.11-
00002 CLEMTS HARDWARE	118400	00172028	16001461	CORDS/COOLER/TAPE NNO SUPP	07/31/17	258873		324.93-

CLEMTS HARDWARE								
Sum								324.93-
00002 COUNTRY CREEK RV CENTER	141363	00171553	16001375	A/C UNIT CHAIN PARK	07/31/17	258879		881.00-

COUNTRY CREEK RV CENTER								
Sum								881.00-
00002 CULLOP, DAVID A	OFFICIAL 6/2	02017697	16001449	OFFICIAL-ADULT SOFTBALL	07/31/17	258884		100.00-

CULLOP, DAVID A								
Sum								100.00-
00002 DIXON, TIMOTHY	OFFICIAL 6/2	02017697	16001435	OFFICIAL-ADULT SOFTBALL	07/31/17	258890		140.00-

DIXON, TIMOTHY

Sum								140.00-
00002	ECONOMY SUPPLY CO	277703	00171769	16001384	ENT DOOR LOCK PEOPLES PARK	07/31/17	258894	46.11-
00002	ECONOMY SUPPLY CO	277295	00172023	16001414	FLD REPR MATL JAYCEE SOFTBALL	07/31/17	258894	184.00-

ECONOMY SUPPLY CO

Sum								230.11-
00002	ELKINS WHOLESALE INC	319091-00	00171766	16001380	JANIT SUPP GRNDS MAINT	07/31/17	258895	312.95-
00002	ELKINS WHOLESALE INC	319159-00	00171806	16001381	JANIT SUPP GRNDS MAINT	07/31/17	258895	80.66-
00002	ELKINS WHOLESALE INC	319649-00	00171928	16001393	JANIT SUPP GRNDS MAINT	07/31/17	258895	372.59-

ELKINS WHOLESALE INC

Sum								766.20-
00002	ENDOM TRAILERS	R54240	00169101	16001403	STORAGE POD 6/17 TATUM FSTPTCH	07/31/17	258899	100.00-

ENDOM TRAILERS

Sum								100.00-
00002	ESTERS, WILLARD (BUTCH)	OFFICIAL 6/2	02017697	16001436	OFFICIAL-ADULT SOFTBALL	07/31/17	258902	480.00-

ESTERS, WILLARD (BUTCH)

Sum								480.00-
00002	EVERETT, RAYFORD	OFFICIAL 6/2	02017697	16001437	OFFICIAL-ADULT SOFTBALL	07/31/17	258904	340.00-

EVERETT, RAYFORD

Sum								340.00-
00002	GARNER LUMLEY ELECTRIC S	537700	00170653	16001373	ELEC SUPP VETERANS PK LIGHTS	07/31/17	258915	124.40-
00002	GARNER LUMLEY ELECTRIC S	539171	00171675	16001383	ELEC SUPP DAHMER PK LIGHTS	07/31/17	258915	136.00-

GARNER LUMLEY ELECTRIC S

Sum								260.40-
00002	H'BURG MEDICAL SUPPLY	1584940	00170814	16001379	CPR MASKS LIFEGUARD SUPP	07/31/17	258924	119.00-

H'BURG MEDICAL SUPPLY

Sum								119.00-
00002	HAVARD PEST CONTROL INC	1158628	02017701	16001423	SRV 7/17 TATUM PARK	07/31/17	258930	125.00-

HAVARD PEST CONTROL INC

Sum								125.00-
00002	HOWARD, RUSSELL F	OFFICIAL 6/2	02017697	16001450	OFFICIAL-ADULT SOFTBALL	07/31/17	258936	95.00-

HOWARD, RUSSELL F

Sum								95.00-
00002	IRBY, STUART C CO	S009883267.0	00165583	16001374	ELEC SUPP TATUM SOCCER	07/31/17	258938	575.76-
00002	IRBY, STUART C CO	S010266286.0	00171475	16001391	ELEC SUPP CHAIN PARK	07/31/17	258938	300.00-
00002	IRBY, STUART C CO	S010156708.0	00169802	16001397	ELEC SUPP TATUM SOFTBALL	07/31/17	258938	719.70-
00002	IRBY, STUART C CO	S009883267.0	00165583	16001407	ELEC SUPP TATUM SOCCER	07/31/17	258938	163.00-
00002	IRBY, STUART C CO	S009883267.0	00165583	16001408	CREDIT	07/31/17	258938	815.00-

IRBY, STUART C CO

Sum								943.46-
00002	JONES, BENJAMIN N	OFFICIAL 6/2	02017697	16001438	OFFICIAL-ADULT SOFTBALL	07/31/17	258943	140.00-

JONES, BENJAMIN N						
Sum						140.00-
00002 KELLY, HARRY	105302	00171059 16001462 UMPIRE ASSIGN FEES BASEBALL	07/31/17	258944		400.00-

KELLY, HARRY						
Sum						400.00-
00002 KETTLEY, ANNETTE		SPORTS SERVS 02017696 16001454 SPORTS SUPPORT SERVICES	07/31/17	258945		224.00-

KETTLEY, ANNETTE						
Sum						224.00-
00002 KETTLEY, VERONICA		SPORTS SERVS 02017696 16001455 SPORTS SUPPORT SERVICES	07/31/17	258946		24.00-

KETTLEY, VERONICA						
Sum						24.00-
00002 KING, CHRISTOPHER		OFFICIAL 6/2 02017697 16001439 OFFICIAL-ADULT SOFTBALL	07/31/17	258947		460.00-

KING, CHRISTOPHER						
Sum						460.00-
00002 KINSEY WELDING	4947	00171267 16001377 WELD HANDRAIL CHAIN PARK	07/31/17	258948		150.00-
00002 KINSEY WELDING	4946	00171267 16001378 WELD HASPS KP TENNIS ELEC BOX	07/31/17	258948		150.00-

KINSEY WELDING						
Sum						300.00-
00002 MARTIN, KEITH A		SPORTS SERVS 02017696 16001456 SPORTS SUPPORT SERVICES	07/31/17	258963		32.00-

MARTIN, KEITH A						
Sum						32.00-
00002 MATTOX, QUENTELLER L		OFFICIAL 6/2 02017697 16001440 OFFICIAL-ADULT SOFTBALL	07/31/17	258964		140.00-

MATTOX, QUENTELLER L						
Sum						140.00-
00002 MORRIS, GEORGE T		OFFICIAL 6/2 02017697 16001441 OFFICIAL-ADULT SOFTBALL	07/31/17	258970		380.00-

MORRIS, GEORGE T						
Sum						380.00-
00002 MS MUNICIPAL LEAGUE		REG TERRELL 00171858 16001376 REG TERRELL CONF BILOXI	07/31/17	258971		325.00-

MS MUNICIPAL LEAGUE						
Sum						325.00-
00002 MS POWER COMPANY	7/17	PARKS/R 00201720 16001422 MNTHLY ELEC-PARKS & REC	07/31/17	258972		12,364.75-

MS POWER COMPANY						
Sum						12,364.75-
00002 OVERHEAD DOOR CO OF HBUR	81913	00172098 16001463 DOOR REPR TATUM SHOP	07/31/17	258985		300.50-

OVERHEAD DOOR CO OF HBUR						
Sum						300.50-
00002 PEANUTS TOWING SERVICE	75540	00171835 16001401 TOWING U#11213 TRUCK	07/31/17	258989		75.00-

PEANUTS TOWING SERVICE						
Sum						75.00-
00002 PIERCE PLUMBING INC	600058	00171655 16001399 PLUMB REPR TATUM REC OFFICE	07/31/17	258991		293.75-

PIERCE PLUMBING INC								
Sum								293.75-
00002	PIONEER MANUFACTURING CO	INV642573	00171641	16001400	BALLFIELD MARKING PAINT	07/31/17	258995	1,790.00-

PIONEER MANUFACTURING CO								
Sum								1,790.00-
00002	PITTMAN, PERCY D	OFFICIAL 6/2	02017697	16001442	OFFICIAL-ADULT SOFTBALL	07/31/17	258996	60.00-

PITTMAN, PERCY D								
Sum								60.00-
00002	PLAY IT AGAIN SPORTS	PO#170616 6/	00170616	16001402	UNIFORMS/HELMETS FP ALLSTARS	07/31/17	258997	1,844.36-

PLAY IT AGAIN SPORTS								
Sum								1,844.36-
00002	POWELL, RANDY	SPORTS SERVS	02017696	16001457	SPORTS SUPPORT SERVICES	07/31/17	258999	288.00-

POWELL, RANDY								
Sum								288.00-
00002	SANFORD, JOHN L JR INC	49969	00170489	16001395	MASON SAND TATUM BASEBALL	07/31/17	259011	1,124.01-
00002	SANFORD, JOHN L JR INC	49968	00170541	16001396	TOPSOIL GENEALOGICAL LIBRARY	07/31/17	259011	200.00-

SANFORD, JOHN L JR INC								
Sum								1,324.01-
00002	SHOULTZ, PATRICK TODD	OFFICIAL 6/2	02017697	16001443	OFFICIAL-ADULT SOFTBALL	07/31/17	259015	140.00-

SHOULTZ, PATRICK TODD								
Sum								140.00-
00002	SMITH, CARLTON L	OFFICIAL 6/2	02017697	16001444	OFFICIAL-ADULT SOFTBALL	07/31/17	259018	460.00-

SMITH, CARLTON L								
Sum								460.00-
00002	SOLAR SUPPLY INC	3492661	00171247	16001398	A/C REPR PTS TATUM TENNIS	07/31/17	259021	1,487.33-

SOLAR SUPPLY INC								
Sum								1,487.33-
00002	SOUTHERN MS PINE STRAW	10661	00171834	16001390	PINE STRAW CE ROY NNO KICKOFF	07/31/17	259024	165.00-

SOUTHERN MS PINE STRAW								
Sum								165.00-
00002	SOUTHERN ON SITE STORAGE	56677	00171089	16001404	PORTALETTS 7/17 TOWN SQUARE PK	07/31/17	259025	810.00-

SOUTHERN ON SITE STORAGE								
Sum								810.00-
00002	SPEEDY PRINTING & SIGNS	24133	00171770	16001386	SIGN RENOVATION 9TH ST PARK	07/31/17	259032	80.00-

SPEEDY PRINTING & SIGNS								
Sum								80.00-
00002	TERRELL, WINSTON	PO#171934 4/	00171934	16001392	SOFTBALL OFFICIALS ASSIGN FEE	07/31/17	259036	438.00-
00002	TERRELL, WINSTON	OFFICIAL 6/2	02017697	16001445	OFFICIAL-ADULT SOFTBALL	07/31/17	259037	120.00-

CITY OF HATTIESBURG

DOCKET OF CLAIMS

Date - 07/28/17

PERIOD ENDING JULY 31, 2017

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
HATT.MUNICIPAL FIRE PROTECTION							
00005 BURNHAM, WILLIAM S	TRAV ADVANCE	00171953	16000069	TRAV ADV CERTIF TRNG CLASS	07/31/17	258855	401.12-
BURNHAM, WILLIAM S							401.12-
Sum							401.12-

Date - 07/28/17

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount

WATER & SEWER OPERATION/MAINT.							
00009 ARNOLD LINE WATER ASSN I	138599	00172002	16001332	SEWER BILLING 4/17-6/17	07/31/17	258826	405.00-

ARNOLD LINE WATER ASSN I							
Sum							405.00-
00009 AT&T MOBILITY	287273578351	00172113	16001373	WIRELESS SERV 6/17 W&SO&M	07/31/17	258837	622.93-

AT&T MOBILITY							
Sum							622.93-
00009 CARQUEST AUTO PARTS STOR	14758-88807	00169830	16001346	REPR PTS U#20057 TRANS	07/31/17	258860	9.02-
00009 CARQUEST AUTO PARTS STOR	14758-90221	00170365	16001347	REPR PTS U#18564 SEWER	07/31/17	258860	88.49-
00009 CARQUEST AUTO PARTS STOR	14758-87749	00169376	16001348	REPR PTS U#18564 SEWER	07/31/17	258860	35.00-
00009 CARQUEST AUTO PARTS STOR	14758-89275	00170240	16001349	REPR PTS U#13080 LAGOON	07/31/17	258860	240.19-
00009 CARQUEST AUTO PARTS STOR	14758-89847	00170480	16001350	REPR PTS U#13080 LAGOON	07/31/17	258860	459.20-

CARQUEST AUTO PARTS STOR							
Sum							831.90-
00009 CENTRAL PIPE SUPPLY INC	S100105752.0	00171575	16001297	METER REPR PTS TRANS DEPT	07/31/17	258864	165.00-

CENTRAL PIPE SUPPLY INC							
Sum							165.00-
00009 CINTAS CORPORATION #J66	J66547721	00171977	16001312	UNIFORMS 7/03 TRANS	07/31/17	258872	78.60-
00009 CINTAS CORPORATION #J66	J66547722	00171977	16001313	MOP/MAT 7/03 PLANT	07/31/17	258872	13.93-
00009 CINTAS CORPORATION #J66	J66547721	00171977	16001314	UNIFORMS 7/03 PLANT	07/31/17	258872	48.58-
00009 CINTAS CORPORATION #J66	J66547721	00171977	16001315	UNIFORMS 7/03 SEWER	07/31/17	258872	56.95-
00009 CINTAS CORPORATION #J66	J66547721	00171977	16001316	UNIFORMS 7/03 LAGOON	07/31/17	258872	19.12-
00009 CINTAS CORPORATION #J66	CREDIT	00171977	16001317	CREDIT FOR SIZE ADJUSTMENT	07/31/17	258872	170.15
00009 CINTAS CORPORATION #J66	J66549187	00172009	16001336	UNIFORMS 7/17 TRANS	07/31/17	258872	80.65-
00009 CINTAS CORPORATION #J66	J66549188	00172009	16001337	MOP/MAT 7/17 PLANT	07/31/17	258872	13.93-
00009 CINTAS CORPORATION #J66	J66549187	00172009	16001338	UNIFORMS 7/17 PLANT	07/31/17	258872	36.43-
00009 CINTAS CORPORATION #J66	J66549187	00172009	16001339	UNIFORMS 7/17 SEWER	07/31/17	258872	47.80-
00009 CINTAS CORPORATION #J66	J66549187	00172009	16001340	UNIFORMS 7/17 LAGOON	07/31/17	258872	19.12-
00009 CINTAS CORPORATION #J66	J66548457	00172019	16001341	UNIFORMS 7/10 TRANS	07/31/17	258872	78.60-
00009 CINTAS CORPORATION #J66	J66548458	00172019	16001342	MOP/MAT 7/10 PLANT	07/31/17	258872	13.93-
00009 CINTAS CORPORATION #J66	J66548457	00172019	16001343	UNIFORMS 7/10 PLANT	07/31/17	258872	48.58-
00009 CINTAS CORPORATION #J66	J66548457	00172019	16001344	UNIFORMS 7/10 SEWER	07/31/17	258872	56.95-
00009 CINTAS CORPORATION #J66	J66548457	00172019	16001345	UNIFORMS 7/10 LAGOON	07/31/17	258872	19.12-
00009 CINTAS CORPORATION #J66	J66549925	00172130	16001367	UNIFORMS 7/24 TRANS	07/31/17	258872	123.06-
00009 CINTAS CORPORATION #J66	J66549926	00172130	16001368	MOP/MAT 7/24 PLANT	07/31/17	258872	13.93-
00009 CINTAS CORPORATION #J66	J66549925	00172130	16001369	UNIFORMS 7/24 PLANT	07/31/17	258872	88.01-
00009 CINTAS CORPORATION #J66	J66549925	00172130	16001370	UNIFORMS 7/24 SEWER	07/31/17	258872	159.91-
00009 CINTAS CORPORATION #J66	J66549925	00172130	16001371	UNIFORMS 7/24 LAGOON	07/31/17	258872	123.00-
00009 CINTAS CORPORATION #J66	CREDIT	00172130	16001372	CREDIT MAKEUP CHANGE ADJ	07/31/17	258872	237.90

CINTAS CORPORATION #J66							
Sum							732.15-

00009 CITY OF HATTIESBURG FUND TRF 2ND 7/17 02017677 16001306 TRF 2ND 7/17 PAYROLL	07/19/17	22045	97,211.77-

CITY OF HATTIESBURG FUND			
Sum			97,211.77-
00009 COBURN'S SUPPLY CO INC 60224668 00171724 16001311 PLUMB SUPP TRANS DEPT	07/31/17	258874	2,412.42-

COBURN'S SUPPLY CO INC			
Sum			2,412.42-
00009 D P C ENTERPRISES LP 212001411-17 00171805 16001356 CHEMICALS PLT #1	07/31/17	258885	1,143.00-
00009 D P C ENTERPRISES LP 212001412-17 00171805 16001357 CHEMICALS PLT #2	07/31/17	258885	1,143.00-

D P C ENTERPRISES LP			
Sum			2,286.00-
00009 DIXIE COMMUNITY UTILITY SEWER BILLIN 00171817 16001293 SEWER BILLING 7/17	07/31/17	258889	393.00-

DIXIE COMMUNITY UTILITY			
Sum			393.00-
00009 EATON, ALVIN K (PETTY CA PETTY CASH 3 00172026 16001330 PETTY CASH CUST ACCTS	07/31/17	258893	29.87-

EATON, ALVIN K (PETTY CA			
Sum			29.87-
00009 EMPIRE BODY SHOP LLC RE012029533: 00168061 16001319 REPRS U#11546 SWR TORNADO '17	07/31/17	258897	12,283.51-

EMPIRE BODY SHOP LLC			
Sum			12,283.51-
00009 EQUIPMENT INC 165501558 00170266 16001318 CONSTR EQUIP REPRS SEWER DEPT	07/31/17	258901	263.50-

EQUIPMENT INC			
Sum			263.50-
00009 GARNER LUMLEY ELECTRIC S 539024 00171546 16001299 MAIN BREAKER PLT #2	07/31/17	258915	3,060.00-
00009 GARNER LUMLEY ELECTRIC S 534707 00168319 16001304 BREAKER USA YEAST LIFT STA	07/31/17	258915	400.13-

GARNER LUMLEY ELECTRIC S			
Sum			3,460.13-
00009 HAVARD PEST CONTROL INC 1158653 02017701 16001361 SRV 7/17 WTR WORKS JAMES	07/31/17	258930	50.00-
00009 HAVARD PEST CONTROL INC 1158654 02017701 16001362 SRV 7/17 BURKETT LIFT STA	07/31/17	258930	40.00-
00009 HAVARD PEST CONTROL INC 1158655 02017701 16001363 SRV 7/17 E LAUREL LIFT STA	07/31/17	258930	40.00-
00009 HAVARD PEST CONTROL INC 1158656 02017701 16001364 SRV 7/17 N LAGOON LIFT STA	07/31/17	258930	40.00-
00009 HAVARD PEST CONTROL INC 1158651 02017704 16001374 SRV 7/17 PLT LKVV LOWER	07/31/17	258930	48.00-
00009 HAVARD PEST CONTROL INC 1158652 02017704 16001375 SRV 7/17 PLT LKVV UPPER	07/31/17	258930	50.00-

HAVARD PEST CONTROL INC			
Sum			268.00-
00009 IRBY, STUART C CO S009292858.0 00156890 16001294 HAND TOOLS LAGOONS	07/31/17	258938	21.32-

IRBY, STUART C CO			
Sum			21.32-
00009 L & A CONTRACTING CO 483-086 00172025 16001335 AERATOR MNT 7/3-16/17 LAGOONS	07/31/17	258950	42,651.51-

L & A CONTRACTING CO			
Sum			42,651.51-
00009 LANCASTER'S MACHINE & WE 23032 00168080 16001295 HAND TOOLS WTR SERVICE MEN	07/31/17	258953	610.00-

00009 LANCASTER'S MACHINE & WE 23016	00168179 16001298 TAILGATE REPR U#19845 TRANS	07/31/17	258953	45.00-

LANCASTER'S MACHINE & WE				
Sum				655.00-
00009 LARRY'S WRECKER SERVICE 2984	00170037 16001300 TOWING U#14712 TRANS	07/31/17	258955	135.00-

LARRY'S WRECKER SERVICE				
Sum				135.00-
00009 MCELHANEY PLUMBING INC 256342	00170356 16001301 PLUMB SUPP WTR ADM RESTROOMS	07/31/17	258965	99.00-

MCELHANEY PLUMBING INC				
Sum				99.00-
00009 MS POWER COMPANY 7/16 W&SO&M	00201720 16001359 MNTHLY ELEC-W&SO&M	07/31/17	258972	82,235.74-

MS POWER COMPANY				
Sum				82,235.74-
00009 NEWELL PAPER COMPANY 4005301	00171701 16001309 JANIT SUPP WTR PLANTS	07/31/17	258978	506.42-

NEWELL PAPER COMPANY				
Sum				506.42-
00009 OFFICE DEPOT INC 2086762276	00171872 16001354 OFFICE CHAIR/FOLDERS WTR PLT	07/31/17	258983	60.45-
00009 OFFICE DEPOT INC 2085536093	00171775 16001355 PRINTER SUPP PLT #2	07/31/17	258983	70.99-
00009 OFFICE DEPOT INC 930392787001	00171775 16001358 CREDIT PO#168291	07/31/17	258983	6.30

OFFICE DEPOT INC				
Sum				125.14-
00009 PEARL RIVER VALLEY EPA (7/17 W&SO&M	00201720 16001360 MNTHLY 7/17 PUBLIC SERVICES	07/31/17	258990	409.05-

PEARL RIVER VALLEY EPA (				
Sum				409.05-
00009 PUCKETT RENTS 609436-0001	00170989 16001296 CHOP SAW/BLADES TRANS/SEWER	07/31/17	259003	4,728.00-

PUCKETT RENTS				
Sum				4,728.00-
00009 RAWLS SPRINGS UTILITY DI SEWER BILLIN	00172006 16001333 SEWER BILLING 7/17	07/31/17	259004	188.00-

RAWLS SPRINGS UTILITY DI				
Sum				188.00-
00009 RJM MCQUEEN CONTRACTING 1268	00172017 16001334 SEWER PUMPING 6/17	07/31/17	259008	19,568.10-

RJM MCQUEEN CONTRACTING				
Sum				19,568.10-
00009 SCOGGINS PUMP REPAIR 10648	00170373 16001303 GRINDER PUMP RICHBURG LFT STA	07/31/17	259013	949.99-

SCOGGINS PUMP REPAIR				
Sum				949.99-
00009 SOUTHERN PINE ELECTRIC P 7/17 W&SO&M	00201720 16001326 MNTHLY 7/17 PUBLIC SERVICES	07/31/17	259026	885.65-

SOUTHERN PINE ELECTRIC P				
Sum				885.65-
00009 SOUTHERN TIRE MART #9 (M 9023110	00171601 16001305 TIRES FOR ZERO TURN #932020	07/31/17	259029	176.00-
00009 SOUTHERN TIRE MART #9 (M 9022610	00171200 16001308 TIRES U#20445 TRANS	07/31/17	259029	629.86-

00009 SOUTHERN TIRE MART #9 (M 9022848	00171585 16001353 TRAILER TIRE U#20057 TRANS	07/31/17	259029	154.14-
00009 SOUTHERN TIRE MART #9 (M 9022781	00171486 16001366 TIRES U#20108 TRANS	07/31/17	259029	663.80-

SOUTHERN TIRE MART #9 (M				
Sum				1,623.80-
00009 STANDARD OFFICE SUPPLY C 0070975-001	00171680 16001307 OFFICE SUPP WTR BILLING OFFC	07/31/17	259033	185.86-

STANDARD OFFICE SUPPLY C				
Sum				185.86-
00009 THOMPSON BROTHERS DRILLI 7235	00168518 16001302 PULL/INSPECT WELL #3 PLT #2	07/31/17	259038	4,600.00-
00009 THOMPSON BROTHERS DRILLI 7384	00169181 16001310 REPR WELL #3 WTR PLT #2	07/31/17	259038	64,316.30-

THOMPSON BROTHERS DRILLI				
Sum				68,916.30-
00009 TRUCKS PLUS AUTO ACCESSO 35501	00164270 16001351 REPR PTS U#19777 LAGOON	07/31/17	259045	398.00-

TRUCKS PLUS AUTO ACCESSO				
Sum				398.00-
00009 TURNER, WANDA	PETTY CASH 1 00172027 16001331 PETTY CASH CUST ACCTS	07/31/17	259048	150.85-

TURNER, WANDA				
Sum				150.85-
00009 ULTIMATE PARTY #3 (WAS 145180	00172068 16001365 NNO SUPP WTR BILLING OFFICE	07/31/17	259050	171.06-

ULTIMATE PARTY #3 (WAS				
Sum				171.06-
00009 USA BLUEBOOK 313402	00171885 16001352 HAND TOOLS WTR SERVICE MEN	07/31/17	259054	291.58-

USA BLUEBOOK				
Sum				291.58-
00009 WARREN PAVING INC 1115	00169741 16001320 HOT ASPHALT MIX TRANS DEPT	07/31/17	259066	172.73-
00009 WARREN PAVING INC 2645	00169744 16001321 CRUSHED CONCRETE TRANS DEPT	07/31/17	259066	1,936.02-
00009 WARREN PAVING INC 2710	00169744 16001322 CRUSHED CONCRETE TRANS DEPT	07/31/17	259066	208.62-
00009 WARREN PAVING INC 2711	00169744 16001323 CRUSHED CONCRETE TRANS DEPT	07/31/17	259066	1,706.89-
00009 WARREN PAVING INC 2718	00169744 16001324 CRUSHED CONCRETE TRANS DEPT	07/31/17	259066	512.15-
00009 WARREN PAVING INC 38	00168451 16001325 HOT ASPHALT MIX TRANS DEPT	07/31/17	259066	535.35-

WARREN PAVING INC				
Sum				5,071.76-
00009 WILLMUT GAS & OIL COMPAN 7/17 PKS/REC	00201720 16001327 MNTHLY GAS-PARKS & REC	07/31/17	259071	13.09-
00009 WILLMUT GAS & OIL COMPAN 7/17 W&SO&M	00201720 16001328 MNTHLY GAS-W&SO&M	07/31/17	259071	39.27-

WILLMUT GAS & OIL COMPAN				
Sum				52.36-

Sum				351,384.67-

Date - 07/28/17

Vendor

Invoice
Number

Purchase Order

Claims
Number

Item	Description
------	-------------

Check
Date

Check
No.

Check
Amount

WATER & SEWER B & I

00010 TRUSTMARK NATIONAL BANK/ 6/12/17 ISSU 02017668 16000008 PRIN/INT '16 W&S RFDG BONDS

07/21/17

111992

1,441,000.00-

TRUSTMARK NATIONAL BANK/

Sum

1,441,000.00-

Sum

1,441,000.00-

CITY OF HATTIESBURG

DOCKET OF CLAIMS

Date - 07/28/17

PERIOD ENDING JULY 31, 2017

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
CITY B & I							
00013 HANCOCK BANK CORP TRUST	10	GO RFDG B 02017673	16000013	10 GO RFDG BOND AGENT FEE	07/19/17	111977	750.00-

HANCOCK BANK CORP TRUST							
Sum							750.00-

Sum							750.00-

CITY OF HATTIESBURG

DOCKET OF CLAIMS

Date - 07/28/17

PERIOD ENDING JULY 31, 2017

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
POLICE FORFEITURES FUND							
00019 TOP NOTCH EMBROIDERY	125	00171539	16000041	T SHIRTS FOR PALS	07/31/17	259040	581.25-
TOP NOTCH EMBROIDERY							581.25-
Sum							581.25-

Date - 07/28/17

Vendor

Invoice
Number

Purchase Order

Claims
Number

Item	Description
------	-------------

Check
Date

Check
No.

Check
Amount

2006 TIF B&I-TURTLE CROSSING

00023 TRUSTMARK NATIONAL BANK/ 0443 P&I TUR 02017685 16000003 DEBT SERVICE PAY T/CREEK

07/21/17

111994

403,082.50-

TRUSTMARK NATIONAL BANK/

Sum

403,082.50-

Sum

403,082.50-

PERIOD ENDING JULY 31, 2017

Date - 07/28/17

Vendor

Invoice
Number

Purchase Order

Claims
Number

Item	Description
------	-------------

Check
Date

Check
No.

Check
Amount

TAX COLLECTOR'S FUND

00027 H'BURG PUBLIC SCHOOLS

7/17 MILLAGE 02017691 16000100 7/17 MILLAGE

07/24/17

311493

281,680.11-

00027 H'BURG PUBLIC SCHOOLS

7/17 MILLAGE 02017691 16000101 7/17 MILLAGE

07/24/17

311494

36,375.27-

H'BURG PUBLIC SCHOOLS

Sum

318,055.38-

Sum

318,055.38-

PERIOD ENDING JULY 31, 2017

Date - 07/28/17

Vendor

Invoice
Number

Purchase Order

Claims
Number

Item	Description
------	-------------

Check
Date

Check
No.

Check
Amount

AIRPORT IMPROVEMENT FUND
00039 ARE CONSULTANTS INC

170428E

00172132

16000030

SRV 7/8-25 TAXIWAY EXTENSION

07/31/17

258825

10,799.11-

ARE CONSULTANTS INC
Sum

10,799.11-

Sum

10,799.11-

Date - 07/28/17

Vendor

Invoice
Number

Purchase Order

Claims
Number

Item	Description
------	-------------

Check
Date

Check
No.

Check
Amount

WATER&SEWER CONSTRUCTION FUND

00075 SHOWS DEARMAN & WAITS IN 19725

00172142 16000084 SRVS 2017 WTR SYS IMPRVMNTS

07/31/17

259016

23,136.00-

SHOWS DEARMAN & WAITS IN

Sum

23,136.00-

Sum

23,136.00-

CITY OF HATTIESBURG

DOCKET OF CLAIMS

Date

- 07/28/17

PERIOD ENDING JULY 31, 2017

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
COMMUNITY CENTERS' FUND							
00077 AT&T MOBILITY	287273578351	00172113	16000419	WIRELESS SRV 6/17 COMM CNTRS	07/31/17	258837	60.22-
AT&T MOBILITY							
Sum							60.22-
00077 BARRISTERS EDUCATIONAL S	SHERRILL CEN	02017681	16000400	DAMAGE DEPOSIT REFUND	07/31/17	258844	100.00-
BARRISTERS EDUCATIONAL S							
Sum							100.00-
00077 BURKETT, SHERRI (REFUNDS	CE ROY CENTE	02017700	16000414	DAMAGE DEPOSIT REFUND	07/31/17	258854	100.00-
BURKETT, SHERRI (REFUNDS							
Sum							100.00-
00077 CINTAS CORPORATION #J66	J66545773	00171816	16000390	UNIFORMS 6/14 COMM CENTERS	07/31/17	258872	38.61-
00077 CINTAS CORPORATION #J66	J66546552	00171816	16000391	UNIFORMS 6/21 COMM CENTERS	07/31/17	258872	38.61-
00077 CINTAS CORPORATION #J66	J66547286	00171816	16000392	UNIFORMS 6/28 COMM CENTERS	07/31/17	258872	47.19-
CINTAS CORPORATION #J66							
Sum							124.41-
00077 CITY OF HATTIESBURG FUND	TRF 2ND 7/17	02017677	16000395	TRF 2ND 7/17 PAYROLL	07/19/17	311486	19,961.02-
CITY OF HATTIESBURG FUND							
Sum							19,961.02-
00077 COTTRELL, SHADEDRA (REFU	SHERRILL CEN	02017700	16000412	DAMAGE DEPOSIT REFUND	07/31/17	258878	100.00-
COTTRELL, SHADEDRA (REFU							
Sum							100.00-
00077 DELPILAR, IGNACIO (REFUN	CULTURAL CEN	02017700	16000409	DAMAGE DEPOSIT REFUND	07/31/17	258888	250.00-
DELPILAR, IGNACIO (REFUN							
Sum							250.00-
00077 EATON, ALVIN K (PETTY CA	PETTY CASH 3	00172026	16000404	PETTY CASH COMM CENTERS	07/31/17	258893	27.30-
EATON, ALVIN K (PETTY CA							
Sum							27.30-
00077 ECONOMY SUPPLY CO	276924	00171669	16000397	RPLCMNT BOARDS SHERRILL CNTR	07/31/17	258894	87.18-
ECONOMY SUPPLY CO							
Sum							87.18-
00077 ELKINS WHOLESALE INC	318859-00	00171706	16000393	JANIT SUPP COMM CENTERS	07/31/17	258895	743.20-
ELKINS WHOLESALE INC							
Sum							743.20-
00077 GARNER LUMLEY ELECTRIC S	538564	00171284	16000394	LIGHT BULBS CE ROY CENTER	07/31/17	258915	53.50-
00077 GARNER LUMLEY ELECTRIC S	539231	00171757	16000407	EQUIP REPR SUPP CE ROY CENTER	07/31/17	258915	40.88-

GARNER LUMLEY ELECTRIC S

Sum									94.38-
00077	H'BURG AREA HABITAT/HUMA	CE ROY CENTE	02017700	16000416	DAMAGE DEPOSIT REFUND	07/31/17	258923		100.00-

H'BURG AREA HABITAT/HUMA

Sum									100.00-
00077	HARRIS, IMANI (REFUNDS)	SHERRILL CEN	02017700	16000415	DAMAGE DEPOSIT REFUND	07/31/17	258926		100.00-

HARRIS, IMANI (REFUNDS)

Sum									100.00-
00077	HAVARD PEST CONTROL INC	1158644	02017701	16000417	SRV 7/17 CE ROY CENTER	07/31/17	258930		48.00-
00077	HAVARD PEST CONTROL INC	1158643	02017701	16000418	SRV 7/17 CULTURAL CENTER	07/31/17	258930		48.00-
00077	HAVARD PEST CONTROL INC	1158637		16000420	SRV 7/17 SHERRILL CENTER	07/31/17	258930		115.00-

HAVARD PEST CONTROL INC

Sum									211.00-
00077	HEIDELBERG, ALICE (REFUN	CE ROY CENTE	02017681	16000399	DAMAGE DEPOSIT REFUND	07/31/17	258932		100.00-

HEIDELBERG, ALICE (REFUN

Sum									100.00-
00077	JACKSON, MENDESSA BOLTON	CE ROY CENTE	02017700	16000413	DAMAGE DEPOSIT REFUND	07/31/17	258939		100.00-

JACKSON, MENDESSA BOLTON

Sum									100.00-
00077	JOHNSON, JANE (REFUND)	SHERRILL CEN	02017700	16000410	DAMAGE DEPOSIT REFUND	07/31/17	258942		100.00-

JOHNSON, JANE (REFUND)

Sum									100.00-
00077	MARSHALL, TRINA (REFUNDS	SHERRILL CEN	02017681	16000401	DAMAGE DEPOSIT REFUND	07/31/17	258962		100.00-

MARSHALL, TRINA (REFUNDS

Sum									100.00-
00077	MS POWER COMPANY	7/17 COMM CN	00201720	16000408	MNTHLY ELEC-COMM CENTERS	07/31/17	258972		3,697.73-

MS POWER COMPANY

Sum									3,697.73-
00077	NEWELL PAPER COMPANY	4005212	00171712	16000396	JANIT SUPP COMM CENTERS	07/31/17	258978		768.24-

NEWELL PAPER COMPANY

Sum									768.24-
00077	NORTH FORREST BOOSTER CL	CE ROY CENTE	02017681	16000398	DAMAGE DEPOSIT REFUND	07/31/17	258980		100.00-

NORTH FORREST BOOSTER CL

Sum									100.00-
00077	PIERCE PLUMBING INC	600031(A)	00171178	16000405	REPR FOUNTAIN/URINALS T DEPOT	07/31/17	258991		360.00-
00077	PIERCE PLUMBING INC	600031(B)	00172056	16000406	ADDL AMT DUE PO#171178	07/31/17	258991		516.14-

PIERCE PLUMBING INC

Sum									876.14-
00077	SMITH, TAMEIKIA (REFUNDS	CE ROY CENTE	02017700	16000411	DAMAGE DEPOSIT REFUND	07/31/17	259020		100.00-

SMITH, TAMEIKIA (REFUNDS

Sum			100.00-
00077 WILLMUT GAS & OIL COMPAN 7/17 COMM CN 00201720 16000402 MNTHLY GAS-COMM CENTERS	07/31/17	259071	26.18-

WILLMUT GAS & OIL COMPAN			
Sum			26.18-

Sum			28,027.00-

PERIOD ENDING JULY 31, 2017

Date - 07/28/17

Vendor

Invoice
Number

Purchase Order

Claims
Number

Item	Description
------	-------------

Check
Date

Check
No.

Check
Amount

INDUSTRIAL PARK DEVELOPMENT

00087 TSI TITLE SERVICES LLC

171918

00171918

16000032

INDUSTRIAL PARK LAND PURCHASE

07/19/17

311485

95,654.58-

TSI TITLE SERVICES LLC

Sum

95,654.58-

Sum

95,654.58-

CITY OF HATTIESBURG

DOCKET OF CLAIMS

Date - 07/28/17

PERIOD ENDING JULY 31, 2017

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount

SPECIAL SALES TAX-T&A							
00107 H'BURG CONVENTION COMMIS	FOOD/BEVERAG	02017671	16000020	FOOD/BEVERAGE TAX 6/17	07/19/17	111981	430,548.05-

H'BURG CONVENTION COMMIS							430,548.05-
Sum							63,455.26-
00107 H'BURG TOURISM COMMISSIO	MOTEL SALES	02017670	16000019	MOTEL SALES TAX 6/17	07/19/17	111980	63,455.26-

H'BURG TOURISM COMMISSIO							63,455.26-
Sum							-----
Sum							494,003.31-

Grand Total Level							5,481,719.36-
Sum							



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Mary Dryden

COUNCIL - WARD FIVE
Nicholas Brown

DATE: August 8, 2017

TO: City Council

FROM: Kermas Eaton, City Clerk

RE: 8-8-17 Addendum to the Docket

The attached addendum to the claims docket includes payment to election commissioners Kenny Harrell, Norris C. Clark and Lillie Easton for their work to carry out the recent municipal elections in the City of Hattiesburg.

Each of their time sheets (attached) reflect work done from 1-5 p.m. Saturday, June 3, 2017, preparing ballot boxes. Unfortunately, this is in error: City Hall was required by state law to be open for voter registration until noon on June 3. I worked that day, along with deputy city clerks Hazel Young and Cecilia Jones; we locked the doors to City Hall at noon and left just before 4 p.m. No commissioners were present. Accordingly, I have deducted payment for four hours from each of their submitted claims.

Commissioners Jessie Portis and Michael O'Neal have not yet submitted time sheets.

We appreciate all of the election commissioners for their commitment to conducting a fair and open election, and thank them for their service to the community.

ADDENDUM CLAIMS DOCKET
PERIOD ENDING JULY 31, 2017

FUND	VENDOR	INVOICE NUMBER	PURCHASE ORDER	CLAIMS NUMBER	ITEM DESCRIPTION	CHECK DATE	CHECK NUMBER	CHECK AMOUNT
01	NORRIS CLARK	8/8/2017	172412	7377	ELECTION COMMISSIONER	8/8/17	112060	420.00
01	KENNY HARRELL	8/8/2017	172414	7376	ELECTION COMMISSIONER	8/8/17	112059	504.00
01	LILLIE EASTON	8/8/2017	172413	7378	ELECTION COMMISSIONER	8/8/17	112061	504.00

TOTAL 1,428.00

21447

6/02/2017 - 6/03/2017, Selected Range of Dates

1 Employee(s) Selected

[illegible]

22889

6/02/2017 - 6/03/2017, Selected range of dates

1 Employee(s) Selected

[illegible]

City of HATTIESBURG

County Election Commissioners Per Diem Claim Form

Name: KENNY HARRELL
Address: 200 WILLOWood TRACE
City: HATTIESBURG State: MS

County: FORREST
District: WARD 3
Zip: 39402

Date Worked	Beginning Time	Ending Time	Purpose of Work	Applicable Ms Code Section	Actual Hours Worked	Per Diem Days Earned
8/16/16	9:00 AM	10 AM	ELECTION COMMITTEE MEET		1	
9/30/16	10:1 AM	11:1 AM	" " "		1	
10/21/16	10:1 AM	11:1 AM	" " "		2	
11/18/16	10:1 AM	11:1 AM	" " "		1	
12/16/16	10:1 AM	11:1 AM	" " "		1	
1/20/17	10:1 AM	11:1 AM	" " "		1	
2/17/17	10:1 AM	11:1 AM	" " "		1	
3/24/17	10:1 AM	11:1 AM	" " "		1	
4/7/17	10:1 AM	11:1 AM	" " "		1	
4/21/17	10:1 AM	11:1 AM	" " "		1	
5/12/17	10:1 AM	12:1 PM	" " "		2	
5/22/17	6:1 PM	8:1 PM	TRAINING POLL WORKERS		2	
5/26/17	10:1 AM	11:1 AM	ELECTION COMMITTEE MEET		1	
6/3/17	10:1 AM	12:1 PM	TRAINING POLL WORKERS		2	
6/3/17	1:1 PM	5:1 PM	PREPARING BALLOT BOXES		4	
6/5/17	1:1 PM	5:1 PM	ISSUING TSX + BALLOT BOXES		4	
6/6/17	5:1 AM	11:1 PM	ELECTION DAY		18	
6/7/17	2:1 PM	9:1 PM	COUNTING ABSENTEE AND AFFIDAVIT BALLOTS		7	
6/13/17	4:30 PM	5:30 PM	SIGNING OFF OF ELECTION RESULTS		1	
			TOTAL HOURS		51	
TOTAL NUMBER OF PER DIEM DAYS EARNED						0
PER DIEM RATE PER DAY EARNED						X \$84.00
TOTAL AMOUNT OF PER DIEM CLAIMED						\$0.00

I understand that I am signing this document under oath as a commissioner of elections and under penalties of perjury.
I understand that I am requesting payment from taxpayers funds that I have an obligation to be specific and truthful as to the amount of hours worked and the compensation I am requesting.

Signed this the 13 day of JUNE, 2017
Kenny Harrell
Commissioner's Signature

County Election Commissioners Per Diem Claim Form

Name: _____ County: _____
 Address: _____ District: _____
 City: _____ State: _____ Zip: _____

Date Worked	Beginning Time	Ending Time	Purpose of Work	Applicable Ms Code Section	Actual Hours Worked	Per Diem Days Earned
1-20-17	10 A.M.	11 A.M.	Commissioner Meeting		1	
1-17-17	10 A.M.	11 A.M.	"		1	
3-24-17	10 A.M.	11 A.M.	"		1	
4-7-17	10 A.M.	11 A.M.	"		1	
5-12-17	10 A.M.	12 P.M.	"		2	
5-23-17	6 P.M.	8 P.M.	Poll Worker Training		2	
5-26-17	10 A.M.	11 A.M.	Commissioner Mtg.		1	
5-27-17	10 A.M.	12 Noon	Poll Training		2	
6-3-17	1 P.M.	5 P.M.	Stuffing Ballot Boxes		4	
6-5-17	5 P.M.	5 P.M.	Issuing T.S.X. Ballot Boxes		4	
6-6-17	5 A.M.	11 P.M.	Election Day		18	
6-7-17	2 P.M.	9 P.M.	Counting Abs. Ballots		7	
Total					44	
TOTAL NUMBER OF PER DIEM DAYS EARNED						0
PER DIEM RATE PER DAY EARNED						X \$84.00
TOTAL AMOUNT OF PER DIEM CLAIMED						\$0.00

I understand that I am signing this document under oath as a commissioner of elections and under penalties of perjury.
 I understand that I am requesting payment from taxpayers funds that I have an obligation to be specific and truthful as to the amount of hours worked and the compensation I am requesting.

Signed this the 13 day of June, 2009-2017
Morris C. Clark
 Commissioner's Signature

County Election Commissioners

Per Diem Claim Form

Name: Lillie Easton County: Forrest
Address: 847 Elmore Knight Rd District: Ward 5
City: Hattiesburg State: MS Zip: 39401

[illegible]

I understand that I am signing this document under oath as a commissioner of elections and under penalties of perjury.

I understand that I am requesting payment from taxpayers funds that I have an obligation to be specific and truthful as to the amount of hours worked and the compensation I am requesting.

Signed this the 12 day of June, 2009 2017
Lillie Y. Carter
 Commissioner's Signature

County Election Commissioners

Per Diem Claim Form

Name:

Address:

City:

Lillie Eastern

847 Elmore Knight Rd

Hattiesburg State: MS

County:

District:

Zip: 39401

Forrest

Ward 5

Date Worked	Beginning Time	Ending Time	Purpose of Work	Applicable Ms Code Section	Actual Hours Worked	Per Diem Days Earned
8/16/16	9am	10am	Commissioner Meeting		1	
9/30/16	10am	11am	"		1	
10/21/16	10am	11am	"		1	
11/18/16	10am	11am	"		1	
12/16/16	10am	11am	"		1	
1/20/17	10am	11am	"		1	
2/17/17	10am	11am	"		1	
3/24/17	10am	11am	"		1	
4/7/17	10am	11am	"		1	
4/21/17	10am	11am	"		1	
5/12/17	10am	12noon	"		2	
5/22/17	6pm	8pm	Training Poll Workers		2	
5/26/17	10am	11am	Commissioner Meeting		1	
5/27/17	10am	12noon	Training Poll Workers		2	
6/3/17	1pm	5pm	Staffing Ballot Boxes		4	
6/5/17	1pm	5pm	Issuing TSX & Ballot Boxes		4	
6/6/17	5am	11pm	Election Day		18	
6/7/17	2pm	9pm	Counting ab. & aff. ballots		7	
			Total		50 hrs	

TOTAL NUMBER OF PER DIEM DAYS EARNED

PER DIEM RATE PER DAY EARNED

TOTAL AMOUNT OF PER DIEM CLAIMED

9

X \$84.00

\$0.00

I understand that I am signing this document under oath as a commissioner of elections and under penalties of perjury.

I understand that I am requesting payment from taxpayers funds that I have an obligation to be specific and truthful as to the amount of hours worked and the compensation I am requesting.

Signed this the

12 day of June

~~2009~~ 2017

Commissioner's Signature

County Election Commissioners

Name: Lillie Easton
Address: 847 Elwood Knight Rd
City: Hattiesburg State: MS

County: Forrest
District: Ward 5
Zip: 39401

Date Worked	Beginning Time	Ending Time	Purpose of Work	Applicable Ms Code Section	Actual Hours Worked	Per Diem Days Earned
8/16/16	9am	10am	Commissioner Meeting		1	
9/30/16	10am	11am	"		1	
10/21/16	10am	11am	"		1	
11/18/16	10am	11am	"		1	
12/16/16	10am	11am	"		1	
1/20/17	10am	11am	"		1	
2/17/17	10am	11am	"		1	
3/24/17	10am	11am	"		1	
4/7/17	10am	11am	"		1	
4/21/17	10am	11am	"		1	
5/12/17	10am	12noon	"		2	
5/22/17	6pm	8pm	Training Poll Workers		2	
5/26/17	10am	11am	Commissioner Meeting		1	
5/27/17	10am	12noon	Training Poll Workers		2	
6/3/17	1pm	5pm	Staffing Ballot Boxes		4	
6/5/17	1pm	5pm	Issuing TSX & Ballot Boxes		4	
6/6/17	5am	11pm	Election Day		18	
6/7/17	2pm	9pm	Closing ab. staff. ballots		7	
			Total		50 hrs	

TOTAL NUMBER OF PER DIEM DAYS EARNED _____

PER DIEM RATE PER DAY EARNED _____ X \$84.00

TOTAL AMOUNT OF PER DIEM CLAIMED _____ \$0.00

I understand that I am signing this document under oath as a commissioner of elections and under penalties of perjury.

I understand that I am requesting payment from taxpayers funds that I have an obligation to be specific and truthful as to the amount of hours worked and the compensation I am requesting.

Signed this the 12 day of June, 2009-2017
Lillie G. Carter
 Commissioner's Signature



City of Hattiesburg, MS

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

Master

File Number: 2017-561

File ID: 2017-561

Type: Regular Agenda Item

Status: Agenda Ready

Version: 2

Reference:

In Control: City Council

Requester:

File Created: 07/31/2017

Brief Title: Acknowledge receipt of \$5,000 check for training conducted in March 2017 by the Hattiesburg Fire Department

Final Action:

Minute Book Number: MB2017-341

Title: Acknowledge receipt of \$5,000 check for training conducted in March 2017 by the Hattiesburg Fire Department with Georgia Pacific (New Augusta); authorize acceptance of check and deposit of funds to the fire department's budget for minor fire fighting equipment.

Notes:

Agenda Date: 08/08/2017

Indexes:

Agenda Number:

Sponsors:

Enactment Date:

Attachments: Training Invoice and Check for Georgia Pacific 2017

Enactment Number:

Contact:

Meeting Date: 08/08/2017

Drafter: Linda Montgomery

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	08/08/2017					
2	City Council	08/08/2017					

Text of Legislative File 2017-561

Title

Acknowledge receipt of \$5,000 check for training conducted in March 2017 by the Hattiesburg Fire Department with Georgia Pacific (New Augusta); authorize acceptance of check and deposit of funds to the fire department's budget for minor fire fighting equipment.

Summary

Acknowledge receipt of \$5,000 check for training conducted in March 2017 by the Hattiesburg Fire Department with Georgia Pacific (New Augusta); authorize acceptance of check and deposit of funds

to the fire department's budget for minor fire fighting equipment.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Invoice

Description

1) Propane Gas	$400 \times 2.50 = \$1000$
2) Personnel	$100 \times 16 = \$1600$
3) Equipment	$400 \times 4 = \$1600$
4) Miscellaneous	<u>\$800</u>
Total	\$5000

Explanation of Charges

- 1) Propane gas used to burn props.
- 2) Personnel: is per hour, time is total number of hours worked.
- 3) Equipment: All equipment used (hose, nozzles, turnout gear, SCBA, etc.)
- 4) Miscellaneous: All things not covered under equipment. (Burn Props, etc.)

This is for training done with the fire brigade from Georgia Pacific (New Augusta) on March 9th, 16th, 23rd and the 30th.

1120

Hot Zone USA, LLC

PO Box 120008
Clermont, FL 34712
352-557-4621

BB&T
BRANCH BANKING AND TRUST COMPANY
FLORIDA
63-9138/2631

 EZShieldSM Check Fraud
Protection for Business

6/8/2017

PAY TO THE
ORDER OF

City of Hattiesburg - Fire Department

\$ **5,000.00

Five Thousand and 00/100*****

DOLLARS

Security features. Details on back.



City of Hattiesburg - Fire Department
Robert Stephens

Battalion Chief/Director of Training
53 Academy Dr

MEMO Hattiesburg, MS 39401

GP Leaf River


AUTHORIZED SIGNATURE

ot Zone USA, LLC

1120

City of Hattiesburg - Fire Department

Date	Type	Reference	Original Amt.	Balance Due	6/8/2017 Discount	Payment
3/28/2017	Bill	GP Leaf River	5,000.00	5,000.00		5,000.00
					Check Amount	5,000.00

BB&T 9229

GP Leaf River

5,000.00

City of Hattiesburg, MS

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



Meeting Agenda - Final

Tuesday, August 8, 2017

5:00 PM

Council Chambers

City Council - Amendments to the Agenda



City of Hattiesburg, MS

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

Master

File Number: 2017-606

File ID: 2017-606

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

Requester: Lamar Rutland

File Created: 08/02/2017

Brief Title: Reconsider motion regarding COMSWIP Sewer Ph V

Final Action: 08/08/2017

Minute Book Number: MB2017-338

Title:

Reconsider to Approve waiver valuations and appraisal amounts and declare them as fair market value for property necessary for COMSWIP Sewer Project Phase V - Site 1, pursuant to MS Code 43-37-3 and other applicable statutes; a vote of the previous Council May 16, 2017, on this item failed due to a tie vote.

Notes:

Agenda Date: 08/07/2017

Indexes:

Agenda Number: VI.-18

Sponsors:

Enactment Date:

Attachments: FW_ Conswip Sewage Project Phase V-May 1 2017,
Conswip Sewage Project Phase V, Minutes May 16
2017 Meeting, Waiver+Valuations

Enactment Number:

Contact:

Meeting Date: 08/08/2017

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 - Amendments to the Agenda	08/08/2017					
1	City Council	08/08/2017	Approve				Pass

Action Text: A MOTION was made by Council Member Delgado to Table to Reconsider to Approve waiver valuations and appraisal amounts and declare them as fair market value for property necessary for COMSWIP Sewer Project Phase V - Site 1, pursuant to MS Code 43-37-3 and other applicable statutes; a vote of the previous Council May 16, 2017, on this item failed due to a tie vote.

The Motion died for lack of a second.

A MOTION was made by Council Member George and seconded by Council Member Brown to Reconsider to Approve waiver valuations and appraisal amounts and declare them as fair market value for property necessary for COMSWIP Sewer Project Phase V - Site 1, pursuant to MS Code 43-37-3 and other applicable statutes; a vote of the previous Council May 16, 2017, on this item failed due to a tie vote.

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

Yeas: 3 - George, Carroll, and Brown

Nays: 1 - Delgado

Recused: 1 - Dryden

Council Vice President Dryden returned to the room following the vote.

Yea: 4 Council Member George
 Council Member Delgado
 Council President Carroll
 Council Member Brown

Text of Legislative File 2017-606

Title

Reconsider to Approve waiver valuations and appraisal amounts and declare them as fair market value for property necessary for COMSWIP Sewer Project Phase V - Site 1, pursuant to MS Code 43-37-3 and other applicable statutes; a vote of the previous Council May 16, 2017, on this item failed due to a tie vote.

Summary

Reconsider to Approve waiver valuations and appraisal amounts necessary for COMSWIP Sewer Phase V - Site 1

Budget Information

Expenditure Type

Purchasing Item

Publication Information

From: [Rutland, Lamar](#)
To: [Waits, Sharon](#)
Subject: FW: Conswip Sewage Project Phase V
Date: Wednesday, August 02, 2017 9:18:47 AM

Lamar Rutland, P.E.
City of Hattiesburg
Director of Engineering
PH (601) 545-4540

From: Jack Pittman [mailto:jack@pittmanlawfirm.net]
Sent: Monday, May 1, 2017 11:29 AM
To: Rutland, Lamar
Cc: 'Chris Howdeshell'; 'Kyle Wallace'; slights@bellsouth.net
Subject: RE: Conswip Sewage Project Phase V

Lamar

As a progress report on the sewage project, the next requirement is to have an independent review appraisal of the Lightsey appraisal as required by the regulations. We intend to determine which independent appraiser will be able to review without delay, then, we will need the appraisal approved by the city council in executive session. Lightsey can create "waiver valuations" on the other parcels based on that appraisal information, even before review, and we are asking him to do so, so that we can make contact with the other landowners and attempt to reach an agreement, either to donate or to agree on the amount of compensation.

As you know, we will need to file an eminent domain suit on the Dryden lot and have the court approve the amount of just compensation. However, we considering asking Mary if she will agree to provide a "right of entry", so that the requirement of filing suit will not create a delay. Once we have the waiver valuation amounts, we will make personal contact with the landowners and explain that they can still donate the parcel, but, if so, it is required that they know what they are giving up. We are going to arrange for the review to take place this week, if possible, and we will let you know.

Give me a call if you have any questions.

Jack

From: Rutland, Lamar [<mailto:lrutland@hattiesburgms.com>]
Sent: Thursday, April 27, 2017 4:40 PM
To: Jack Pittman <jack@pittmanlawfirm.net>
Cc: Chris Howdeshell <chris@pittmanlawfirm.net>; 'Kyle Wallace' <kyle@sd-w.com>; slights@bellsouth.net
Subject: RE: Conswip Sewage Project Phase V

Discussed this with the Mayor yesterday. He was concerned about getting property for the other landowners and if we are unable to obtain their land do we still need Mary's? Should we obtain the land from the other landowners first then go through this process? Have we talked to the other landowners do we think they are willing to sell the land?

Thanks

Lamar Rutland, P.E.
City of Hattiesburg
Director of Engineering
PH (601) 545-4540

From: Jack Pittman [<mailto:jack@pittmanlawfirm.net>]
Sent: Thursday, April 20, 2017 4:21 PM
To: Rutland, Lamar
Cc: Chris Howdeshell; 'Kyle Wallace'; slights@bellsouth.net
Subject: Conswip Sewage Project Phase V

Lamar
We received the appraisal from Stan Lightsey on the Mary Dryden parcel yesterday, which is based on a "taking" of the entire lot 5, Block A, Richburg Heights S/D. The appraised amount is \$25,000 which is the amount that a written Fair Market Value Offer will be based. A copy of the appraisal is attached for your review. Our normal procedure is to send the appraisal for client approval and for the client to authorize a FMVO to be made in that amount, but we are dealing with the fact that Mary is not going to be able to accept the offer, and we will have to file suit and seek a judicial determination of compensation to avoid any possibility of conflict. However, we still need the city to approve the appraised amount for the Dryden FMVO, and to be used as the basis for determining non-appraised market/waiver valuations on the other parcels identified in that project site. My suggestion is that we schedule a city council executive session, based on acquisition of private property for public use by the city, with Mary being excused, approve the appraisal, make the FMVO to Mary and Steve Dryden,

use the valuation as the basis for fair market value offers based on "waiver valuation" as allowed by the regulations, to be prepared by Stan Lightsey on the other parcels, and then attempt to acquire all the other parcels by agreement if possible. If I can provide any further information, please let me know.

Jack Pittman

From: Jack Pittman <jack@pittmanlawfirm.net>
Sent: Thursday, April 20, 2017 4:21 PM
To: Rutland, Lamar
Cc: Chris Howdeshell; 'Kyle Wallace'; slights@bellsouth.net
Subject: Conswip Sewage Project Phase V
Attachments: 20170420151502.pdf

Lamar

We received the appraisal from Stan Lightsey on the Mary Dryden parcel yesterday, which is based on a "taking" of the entire lot 5, Block A, Richburg Heights S/D. The appraised amount is \$25,000 which is the amount that a written Fair Market Value Offer will be based. A copy of the appraisal is attached for your review. Our normal procedure is to send the appraisal for client approval and for the client to authorize a FMVO to be made in that amount, but we are dealing with the fact that Mary is not going to be able to accept the offer, and we will have to file suit and seek a judicial determination of compensation to avoid any possibility of conflict. However, we still need the city to approve the appraised amount for the Dryden FMVO, and to be used as the basis for determining non-appraised market/waiver valuations on the other parcels identified in that project site. My suggestion is that we schedule a city council executive session, based on acquisition of private property for public use by the city, with Mary being excused, approve the appraisal, make the FMVO to Mary and Steve Dryden, use the valuation as the basis for fair market value offers based on "waiver valuation" as allowed by the regulations, to be prepared by Stan Lightsey on the other parcels, and then attempt to acquire all the other parcels by agreement if possible. If I can provide any further information, please let me know.

Jack Pittman

APPRAISAL OF LOT 5, BLOCK A
RICHBURG HEIGHTS SUBDIVISION
HATTIESBURG, MS

LIGHTSEY & ASSOCIATES

P.O. Box 15489
Hattiesburg, MS 39404
(601) 584-6260

April 19, 2017

Mr. Lamar Rutland
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403

RE: Appraisal of Lot 5, Block A, Richburg Heights S/D,
Hattiesburg, MS

Dear Mr. Rutland:

In accordance with the your request, I have made an inspection and investigation of the property located on Dogwood Drive, known as Lot 5, Block A, Richburg Heights Subdivision, Hattiesburg, Mississippi, for the purpose of forming an opinion of the Market Value, in fee simple, as of April 18, 2017, the effective date of the appraisal being the date the subject property was last inspected. The value opinion is both before and after the taking of a sewer easement by the City of Hattiesburg and noting damages to the remainder, if any. In the case of the subject property, this will be a complete taking and there will be no remainder property.

Market Value is defined as the most probable price in cash, terms equivalent to cash, or in other precisely revealed terms, for which the property will sell in an open and competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self interest, and assuming that neither is under undue duress.

NEIGHBORHOOD DESCRIPTION

The subject property is on Dogwood Drive, inside the city limits of Hattiesburg in what is known as the Richburg area, south of Hardy Street and west of Broadway Drive. The general area contains a wide age range of properties that are mainly residential in nature, being either single-family dwellings or small 2-4 family dwellings. The subject is in relative close proximity to the public schools, shopping and employment centers, and medical facilities. Homes in proximate market segment range in price from approximately \$100,000 to above \$1,000,000. This has been a stable residential area for a number of years and this trend appears likely to continue in the foreseeable future.

SITE DESCRIPTION

The subject site is located on the westerly side of Dogwood Drive, just north of Richburg Road. It has a frontage of 99.49 feet on the westerly side of Dogwood Drive. The southerly line extends for 200.11 feet and the northerly line extends for 200 feet. The westerly, or rear line extends for 99.91 feet. The site is generally rectangular in shape and contains approximately .46 acre, or 19,945 square feet. The majority of the site is somewhat below street grade, but appears to have adequate utility for use a single family dwelling lot. The property does not appear to lie in a designated flood area. All public utilities area connected or available to the site. A survey is included in the addenda of this report in order to assist the reader in visualizing the property. There were no adverse soil or subsoil conditions observed; however, no soil tests have been made as a part of this report. The property is zoned R-1A, Single Family Residential, by the zoning authorities of the City of Hattiesburg.

PROPERTY HISTORY

The subject property appears to have been under the ownership of Steve and Mary Dryden since 1993. The subject property is not known to be listed for sale nor under contract.

TAXES

The total taxes for the subject property for 2016 are \$212.99. The total true value (tax value) of the property is \$8,360 with an assessed value of \$1,254. According to the Forrest County Tax Assessor, all taxes due on the property have been paid in full.

HIGHEST AND BEST USE

In order to estimate the Highest and Best Use of the subject, the surrounding property uses as well as the four tests of Highest and Best Use were considered. These are 1)physically possible, 2)legally permissible, 3)financially feasible, and 4)maximally productive. After considering these factors, the Highest and Best Use of the property is estimated to be for a single-family residential house site.

INTENDED USE AND SCOPE OF THE APPRAISAL

This appraisal is intended to assist the client, Mr. Lamar Rutland of the City of Hattiesburg, in forming an opinion of value of the subject property for a sewer project. In preparing this appraisal, the appraiser inspected the subject site; gathered information on comparable lot sales and listings, confirmed and analyzed the data and applied the Sales Comparison Approach to value. As the subject property consists of a vacant residential lot, this was the only approach deemed applicable to the subject's valuation.

APPRAISAL PROCESS

In good appraisal practice, three approaches to value are normally used to arrive at a value conclusion for a given property. These approaches are the Sales Comparison Approach, the Cost Approach, and the Income Approach. The Sales Comparison Approach is based on deriving a value indication by comparing properties that have been sold recently to the subject property and adjusting the sales price of the comparables for any basic differences. The Income Approach considers the present value of the future benefits of income and ownership. To estimate the income potential of the subject, comparable rents are obtained and reconciled to the subject, then a deduction is made for anticipated expenses. The resulting net income is then capitalized into value using a rate supported by market data. The Cost Approach provides a value indicator based on the cost to reproduce the improvements less any observed depreciation. The value estimate of the land developed through the Sales Comparison Approach is then added to the depreciated value estimate of the Improvements. As noted above, the appraiser has utilized the Sales Comparison Approach only as the subject is vacant land.

LOT SALES

The following vacant lot sales were utilized to arrive at an opinion of value for the subject property.

LOT SALE NO. 1

Location: Lot 8, Summit Ridge, Hattiesburg

Date: 04/05/2013

Price: \$36,000

Size: 32,072 sf+-

Price/SF: \$1.12

Confirmation: MLS # 88645/ReMax Real Estate

Comments: Located in several blocks north of the subject in the same market segment and school district.

LOT SALE NO. 2

Location: 3503 Arlington Loop, Hattiesburg

Date: 08/09/2016

Price: \$15,000

Size: 15,000 sf+-

Price/SF: \$1.00

Confirmation: MLS # 96905/Crye-Leike Signature One Realty

Comments: Located just south of Hardy Street in subject market segment. House on site was destroyed by tornado in February of 2013.

LOT SALE NO. 3

Location: 130 South 34th Avenue, Hattiesburg

Date: 04/30/2014

Price: \$28,000

Size: 14,000 sf+-

Price/SF: \$2.00

Confirmation: MLS # 94863/Coldwell Banker.

Comments: Located just south of Hardy Street in subject market segment. House on site was destroyed by tornado in February of 2013.

LOT SALE NO.4

Location: 3305 Southaven Drive, Hattiesburg

Date: 10/03/2013

Price: \$70,000

Size: 39,640 sf+-

Price/SF: \$1.77

Confirmation: MLS # 93229/Coldwell Banker

Comments: Located north of the subject in the subject market segment. This lot is located in what is known as Audubon Place.

The above lot sales indicate an unadjusted range in value from \$1.00 to \$2.00 per square foot. All are in the subject market segment and occurred within the past four years. The subject area is virtually fully developed and there are very few vacant sites that are available for sale. Research of the market found these sales to be the most recent and relevant to the subject's valuation. After considering time, size, location, topography, and other pertinent factors, the value opinion of the subject site is \$1.25 per square foot. Thus the value of the subject is:

19,945 sf @ \$1.25 = \$24,931.25

Rounded to \$25,000.00

Value Before Taking	\$25,000.00
Value After Taking	-0-
Damages	-0-
Just Compensation Due Owner	\$25,000.00

As this is a complete taking of the subject property, there is no value in the "after" condition, thus the owner is due the entire amount of the value in the "before" condition.

I appreciate the opportunity to prepare this appraisal report for you. Should you have any questions regarding this matter, please do not hesitate to contact me.

Sincerely

Stan Lightsey

Stan Lightsey, SRA
Appraisal Institute

ADDENDA

APPRAISER'S CERTIFICATION

I certify that, to the best of my knowledge and belief:

- the statements contained in this report are true and correct.**
- the reported analyses, opinions, and conclusions are limited only by the reporting assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.**
- I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest with respect to the parties involved unless otherwise stated.**
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.**
- my engagement in this assignment was not contingent upon developing or reporting predetermined results.**
- My compensation for completing this assignment is not contingent upon the developing or reporting of a predetermined value or a direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.**
- no one provided significant appraisal assistance to the person signing this appraisal unless otherwise noted.**
- unless otherwise noted, the person signing this report has not performed an appraisal or rendered any other service regarding the subject property in the past three years.**
- The Appraisal Institute conducts a voluntary re-certification process for its designated members. I am currently certified under this program.**

Stan Lightsey

Stan Lightsey, SRA

UNDERLYING ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal is subject to the following limiting conditions:

The legal description furnished is assumed to be correct.

No responsibility is assumed for matters of a legal character nor does the appraiser render any opinion as to title which is assumed to be good. All existing liens and encumbrances have been disregarded unless otherwise noted and the property is appraised as though free and clear and under responsible ownership and competent management.

The appraiser believes to be accurate the information provided by others; but assumes no responsibility for its accuracy.

Possession of this report, or a copy thereof, does not carry with it the right of publication, and neither all nor any part of the contents of this report may be disseminated to the public through media of any type nor may be used for any other purpose other than that specified in the engagement by the client without the previous written consent of the appraiser and client particularly as to the value conclusions, the identity of the appraiser or the firm with which he is employed, or to the SRA designation of The Appraisal Institute.

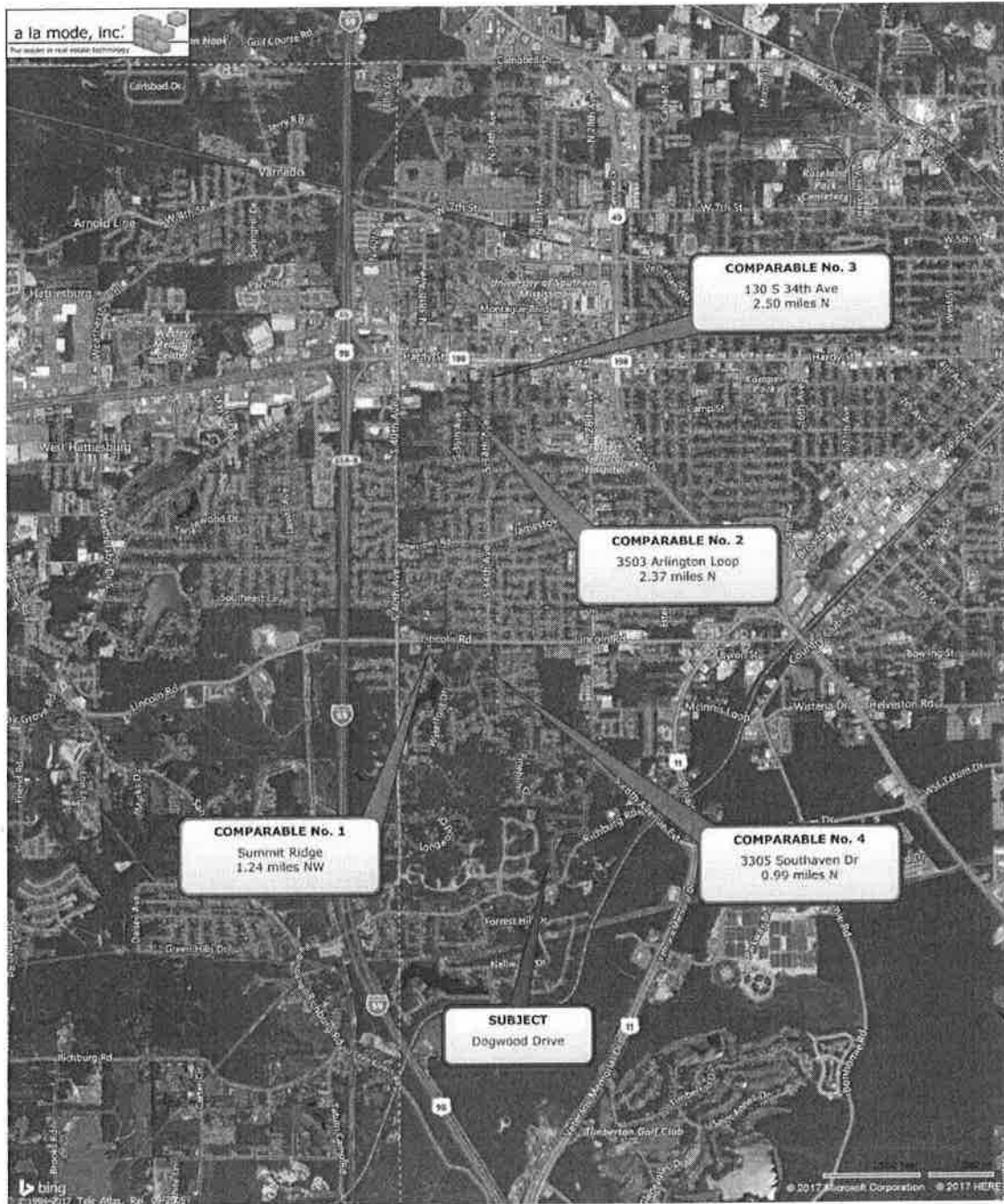
The appraiser will not be required to give testimony or appear in court by reason of this appraisal, with reference to the property in question, unless prior arrangements have been made.

The distribution of the total valuation in this report between land and improvements applies only under the existing program of utilization. The separate valuations for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used.

Unless otherwise stated in this report, the existence of hazardous substances, including but not limited to asbestos, poly-chlorinated biphenyls, petroleum leakage, mold, or agricultural chemicals; which may or may not be present on the property, or other environmental conditions; were not called to the attention of nor did the appraiser become aware of such during the inspection of the property. The appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraiser is not an expert in the environmental field and is not qualified to test for such substances or conditions. If the presence of hazardous substances or environmental conditions may affect the value of the property, the value opinion is predicated on the assumption that there is no such condition in or on the property or in such proximity thereto that it would cause a loss in value. No responsibility is assumed for such conditions; nor for any expertise or knowledge required to discover them. The client is advised to retain an expert in the field of environmental impact on real estate if such conditions are suspected.

Location Map

Borrower					
Property Address	Dogwood Drive				
City	Hattiesburg	County	Forrest	State	MS Zip Code 39402
Lender/Client					

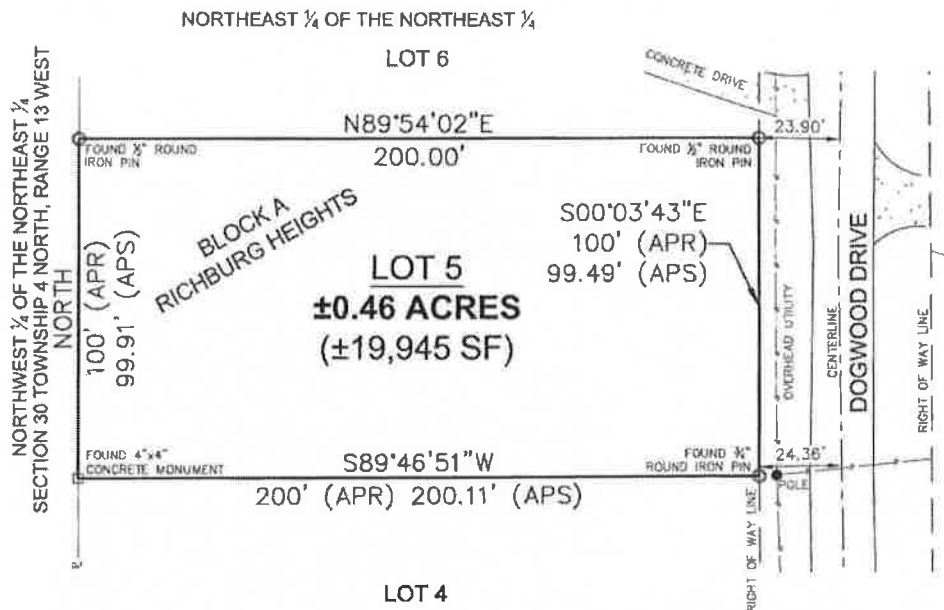


Flood Map

Borrower						
Property Address	Dogwood Drive					
City	Hattiesburg	County	Forrest	State	MS	Zip Code 39402
Lender/Client						



Survey



LEGEND

APR - AS PER RECORD
 APS - AS PER SURVEY
 BK - BOOK
 PG - PAGE
 SF - SQUARE FEET

REFERENCE MATERIALS

FORREST COUNTY TAX MAP

RICHBURG HEIGHTS SUBDIVISION PLAT
 BK 8 PG 57 08-21-1958

WARRANTY DEED
 BK 700 PG 4 10-21-1993

SEPTEMBER 12, 2016

SCALE: 1" = 40'

JUDGED TO BE A CLASS 'B' SURVEY
 SURVEYED TO CLASS 'B'

BEARINGS ARE BASED ON THE RECORD BEARING OF
 THE WEST LINE OF LOT 5, BLOCK A, RICHBURG
 HEIGHTS SUBDIVISION, FORREST COUNTY, MISSISSIPPI

State of Mississippi
 County of Forrest
 City of Hattiesburg

This is Certify that I have made a survey of the following described parcel.

All of Lot 5 of Block 'A' of Richburg Heights Subdivision, City of Hattiesburg, County of Forrest, State of Mississippi as per Map or Plat thereof on file in the Office of the Chancery Clerk of said Forrest County, and comprising 0.49 Acres (19,945 Square Feet), more or less.



Nicholas M. Connolly, PE, PLS
 Civil Engineer No. 12791
 Land Surveyor No. 2973



3021 Sennett Ave. | Hattiesburg, MS 39401 | (601) 544-9021 | (601) 544-0823 | sdw.com

PROJECTS/Hattiesburg_City of/1273-5005 - Comprehensive Sewer Improvements - Phase V/12735005/CAD Files/12735005_2040C3001500_Survey.dwg, Plat, 11/11/2016 4:38:14 PM

Legal Description

State of Mississippi
County of Forrest
City of Hattiesburg

This is Certify that I have made a survey of the following described parcel.

All of Lot 5 of Block 'A' of Richburg Heights Subdivision, City of Hattiesburg, County of Forrest, State of Mississippi as per Map or Plat thereof on file in the Office of the Chancery Clerk of said Forrest County, and comprising 0.49 Acres (19,945 Square Feet), more or less.

Nicholas M. Connolly, PE, PLS
Civil Engineer No. 12791
Land Surveyor No. 2973

Tax Data

Delta Computer Systems

Page 1 of 1

Forrest County Mississippi



Delta Computer Systems, Inc.

Property Link

FORREST COUNTY, MS

Current Date 4/19/2017

Tax Year 2016
Records Last Updated 4/19/2017

PROPERTY DETAIL

OWNER DRYDEN STEPHEN R & MARY C
PO BOX 1551

ACRES : **NA**

LAND VALUE : 8360

IMPROVEMENTS : **NA**

HATTIESBURG MS 39403-0000

TOTAL VALUE: 8360

ASSESSED : 1254

PARCEL 2-040C-30-015.00

ADDRESS DOGWOOD DRIVE

TAX INFORMATION

YEAR 2016	TAX DUE	PAID	BALANCE
COUNTY	81.75	81.75	0.00
CITY	62.90	62.90	0.00
SCHOOL	68.34	68.34	0.00
TOTAL	212.99	212.99	0.00

LAST PAYMENT DATE 12 / 22 / 2016

MISCELLANEOUS INFORMATION

EXEMPT CODE	LEGAL
HOMESTEAD CODE None	LOT 5 BLK A OF RICHBURG HEIGHT SUB
TAX DISTRICT 5130	10/93 700/4
FPIN 039540	RICHBURG HEIGHTS SUB
SECTION 30	
TOWNSHIP 04N	
RANGE 13W	

Book

Page

TAX SALES HISTORY, FOR UNPAID TAXES

Year	Sold To	Redeemed Date/By
NO TAX SALES FOUND		

[View Appraisal Record](#)

[Back](#)

[Forrest County Home](#) | [Chancery Court](#) | [Instrument Indexing](#) | [Online Property Tax Payments](#) | [Online Personal Property Tax Payments](#) | [Online Mobile Home Tax Payments](#) | [Online Car Tag Payments](#)
[Privacy Policy](#) | [Terms of Use](#) | [Contact Us](#) | [Help](#)

<http://www.deltacomputersystems.com/cgi-bin5/LRMCGI02?HTMCNTY=MS18&HTM...> 4/19/2017

Photograph Addendum

Borrower					
Property Address	Dogwood Drive				
City	Hattiesburg	County	Forrest	State	MS Zip Code 39402
Lender/Client					



Subject site



Subject site

Photograph Addendum

Borrower					
Property Address	Dogwood Drive				
City	Hattiesburg	County	Forrest	State	MS Zip Code 39402
Lender/Client					



Dogwood Drive (Subject on left)

QUALIFICATIONS OF STAN LIGHTSEY, SRA

EDUCATION COMPLETED:

University of Southern Mississippi, B.S. Degree, 1974

Appraisal Institute:

The Future of Appraising, 1996
Highest and Best Use Applications, 1996
Environmental Issues, 1996
Appraising & the Internet, 1996
Litigation Skills, 1997
Attacking & Defending an Appraisal in Litigation, 1999
Appraising Partial Interests, 2000
Appraisal of Nonconforming Properties, 2000
Subdivision Analysis, 2001
Course 430, 2001
Special Purpose Properties, 2002
The Technology Assisted Appraiser, 2003
Course 400, 2003
Complex Residential Properties, 2004
Mathematically Modeling Real Estate Data, 2004
Professional's Guide to the URAR, 2005
Residential Sales Comparison Approach, 2005
USPAP Update, 2005
Appraising Environmentally Contaminated Properties, 2006
Appraising Manufactured Housing, 2007
Convenience Stores and Retail Fuel Concessions, 2008
Declining Markets and Sales Concessions, 2008
New Residential Market Conditions Form, 2009
Business Practices and Ethics, 2009
Appraising Distressed Commercial Real Estate, 2009
Market Conditions, 2009
Analyzing the Effects of Environmental Contamination on Real Property, 2010
USPAP Update, 2011
Quality Assurance in Residential Appraisals, 2011
The Lending World in Crisis, 2012
Curriculum Overview, 2013
Business Practice and Ethics, 2014
Supervising Appraisal Trainees, 2014
USPAP Update, 2014
Data Verification-2015
Appraising Convenience Stores-2015
New Technology for Appraisers-2016
Eminent Domain & Condemnation-2017
USPAP Update-2017

MEMBERSHIPS AND APPOINTMENTS:

SRA, The Appraisal Institute

SRA Admissions Committee, The Appraisal Institute

Assistant Regional Member, Review & Counseling Division, the Appraisal Institute

Offices held in Mississippi Chapter of Appraisal Institute:

President-1994

Vice President-1993

Secretary-1992

Director-Three separate terms, last ending in 2017

EMPLOYMENT HISTORY:

Spencer Murphree 1977-1979

Jack Gieger & Associates 1979-1984

Lightsey & Associates 1984-Present

PARTIAL CLIENT LIST:

BancorpSouth Bank

Regions Bank

Hancock Bank

Priority One Bank

Citizens' Bank

FNMA

City of Hattiesburg

City of Columbia

FDIC

Navy Federal Credit Union

Bankplus

University of Southern Mississippi

Forrest General Hospital

Prudential

Forrest County, MS

Jeff Davis County, MS

U. S. Dept. of Justice

Ashland

The First, ANBA

Great Southern National Bank

Trustmark National Bank

Community Bank

First Southern Bank

FHLMC

City of Petal

City of Lumberton

MDOT

Keesler Federal Credit Union

Georgia Pacific

William Carey University

Hattiesburg Clinic

Cartus Corp.

Lamar County, MS

Pearl River County, MS

FBI

Qualified as expert witness in Special Courts of Eminent Domain, County Courts, Circuit Courts, Chancery Courts, and Federal District Court.



City of Hattiesburg, MS

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

FILE NUMBER: 2017-
473

MEETING
DATE: 05/16/2017

MINUTE BOOK NUMBER: MB2017-169-
170

Brief Title: Approve waiver valuations and appraisal amounts

Title: Approve waiver valuations and appraisal amounts and declare them as fair market value for property necessary for COMSWIP Sewer Project Phase V - Site 1, pursuant to MS Code 43-37-3 and other applicable statutes.

Type: Action Item

Drafter: Lisa Luu

In Control: City Council

Reference:

Attachments: Email Regarding COMSWIP Sewage Project Phase V, 5-16-17, Waiver Valuations

File Created: 05/31/2017

Budget Information:

Expenditure Type:

Purchasing Item:

Publication Information:

History of Legislative File

A MOTION was made by Council Member Bradley and seconded by Council President Carroll to Approve waiver valuations and appraisal amounts and declare them as fair market value for property necessary for COMSWIP Sewer Project Phase V - Site 1, pursuant to MS Code 43-37-3 and other applicable statutes.

There being no discussion, the Motion failed, receiving a tie vote of the Council as follows:

Yeas: 2 - Bradley and Carroll

Nays: 2 - Delgado and Naylor

Absent: 1 - Dryden

Be sure you add the attachments for this.

WAIVER VALUATION

Parcel No. 2-040C-30-012.00

Project No. Comswip Sewer Project Phase V

County: Forrest

Address: Dogwood Drive

Owner(s): Sterling & Janet Rascoe

Hattiesburg, MS

I, Stan Lightsey, a certified appraiser in the State of Mississippi, acknowledge that I have sufficient understanding of the local real estate market where the subject property is located, have reviewed the construction plans for the above referenced project, and have researched sales and market data that would be relevant to the above referenced property.

The valuation contained in this report is prepared pursuant to statutory authorization by the Mississippi Code, 43-37-3: "...the acquiring...agency...may adopt a procedure in compliance with federal regulations to waive the appraisal in cases involving the acquisition by sale or donation of a property with a low fair market value. For purposes of this chapter, property with a low fair market value is property with a fair market value of ten thousand dollars, (\$10,000) or less..."

Federal regulation at 49 CFR 24.102 provides: "... (2) An appraisal is not required if... (ii) The Agency determines that an appraisal is unnecessary because the valuation problem is uncomplicated and the anticipated value of the proposed acquisition is estimated at \$10,000 or less, based on a review of available data... (A) When an appraisal is determined to be unnecessary, the Agency shall prepare a waiver valuation."

Under authority of the Mississippi Code 43-37-3, to adopt procedures in compliance with federal regulations, and per 49 CFR 24.102, Appendix A: "...Waiver valuations are not appraisals as defined by the Uniform Act and these regulations" [42 U.S.C. 4601, et seq., and 49 CFR Part 24]; "therefore, appraisal performance requirements or standards, regardless of their source, are not required for waiver valuations by this rule...". Therefore, pursuant to federal regulation and state law, the valuation reported in this document was performed under the allowances specified in the Jurisdictional Exception Rule of the Uniform Standards of Professional Appraisal Practice.

Summary and Allocation of compensation of All Interests: (All interests, Q interest, Easements, Warranty, etc)				
Parcel No.	Land	Improvements	Damages	Total
2-040C-30-012.00	\$375.00	0	0	\$375.00

I certify to the best of my knowledge and belief:

The statements I have provided in this report are true and correct.

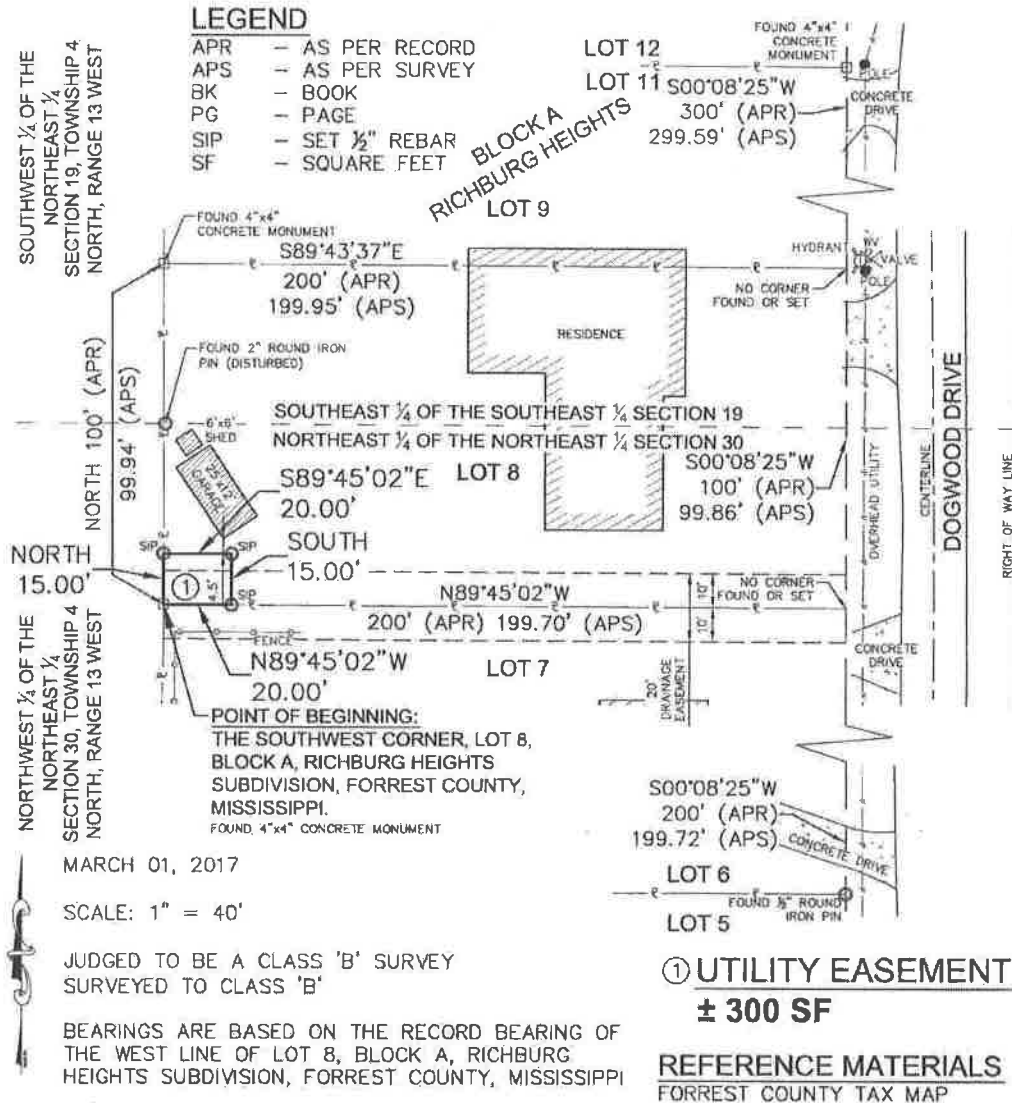
I have no present or prospective interest in the property valued and no personal interest nor bias with respect to the parties involved.

Any decrease or increase in the fair market value of the real property prior to the date of valuation caused by the public improvement for which such property is to be acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, was disregarded in determining the compensation for the property.

Preparer of Valuation Stan Lightsey
Stan Lightsey

Date: May 8, 2017

Survey



State of Mississippi
County of Forrest
City of Hattiesburg

RICHBURG HEIGHTS SUBDIVISION PLAT
BK 8 PG 57 08-21-1958

WARRANTY DEED
BK 792 PG 92 04-09-1998

This is Certify that I have made a survey of the following described parcel.

A 20.00 foot wide Utility Easement being described as being a part of Lot 8 of Block 'A' of Richburg Heights Subdivision, City of Hattiesburg, County of Forrest, State of Mississippi as per Map or Plat thereof on file in the Office of the Chancery Clerk of said Forrest County, and being more particularly described as Beginning at a 4 Inch Square Concrete Monument representing the Southwest Corner of said Lot 8, thence run North along the West Line of said Lot 8 for 15.00 feet to 1/2 Inch Rebar, thence run S89°45'02"E and parallel to the South Line of said Lot 8 for 20.00 feet to 1/2 Inch Rebar, thence run South and parallel to said West Line for 15.00 feet to a 1/2 Inch Rebar representing a Point on said South Line, thence run N89°45'02"W along said South Line for 20.00 feet to the Point of Beginning, comprising 300 Square Feet, more or less.

Nicholas M. Connolly
NICHOLAS M. CONNOLLY
ENGINEER
AND
P.E. 12791
L.S. 2973
Land Surveyor
STATE OF MISSISSIPPI
*Nicholas M. Connolly, PE, PLS
Civil Engineer No. 12791
Land Surveyor No. 2973

sdw
Engineering Progress
3000 S. Highway 101, Hattiesburg, MS 39401 (601) 552-5555 FAX (601) 552-5556

COUNTY TAX PARCEL No. 2-040C-30-012.00
PPIN 11828

I:\PROJECTS\Hattiesburg_City of 1273-5005 - Comprehensive Sewer Improvements - Phase V\12735005\CAD Files\12735005_2040C3001200_Survey.dwg, Plat, 3/2/2017 10:24:02 AM

Photograph Addendum

Owner	Sterling & Janet Rascoe				
Property Address	Dogwood Drive				
City	Hattiesburg	County	Forrest	State	MS Zip Code 39402
Client	City of Hattiesburg				



View of Subject



Dogwood Drive

WAIVER VALUATION

Parcel No. 2-040C-30-013.00

Project No. Comswip Sewer Project Phase V

County: Forrest

Address: Dogwood Drive

Owner(s): Robert & Carolyn Johnson

Hattiesburg, MS

I, Stan Lightsey, a certified appraiser in the State of Mississippi, acknowledge that I have sufficient understanding of the local real estate market where the subject property is located, have reviewed the construction plans for the above referenced project, and have researched sales and market data that would be relevant to the above referenced property.

The valuation contained in this report is prepared pursuant to statutory authorization by the Mississippi Code, 43-37-3: "...the acquiring...agency...may adopt a procedure in compliance with federal regulations to waive the appraisal in cases involving the acquisition by sale or donation of a property with a low fair market value. For purposes of this chapter, property with a low fair market value is property with a fair market value of ten thousand dollars, (\$10,000) or less..."

Federal regulation at 49 CFR 24.102 provides: "... (2) An appraisal is not required if... (ii) The Agency determines that an appraisal is unnecessary because the valuation problem is uncomplicated and the anticipated value of the proposed acquisition is estimated at \$10,000 or less, based on a review of available data... (A) When an appraisal is determined to be unnecessary, the Agency shall prepare a waiver valuation."

Under authority of the Mississippi Code 43-37-3, to adopt procedures in compliance with federal regulations, and per 49 CFR 24.102, Appendix A: "...Waiver valuations are not appraisals as defined by the Uniform Act and these regulations" [42 U.S.C. 4601, et seq., and 49 CFR Part 24]; "therefore, appraisal performance requirements or standards, regardless of their source, are not required for waiver valuations by this rule...". Therefore, pursuant to federal regulation and state law, the valuation reported in this document was performed under the allowances specified in the Jurisdictional Exception Rule of the Uniform Standards of Professional Appraisal Practice.

Summary and Allocation of compensation of All Interests: (All interests, Q interest, Easements, Warranty, etc)				
Parcel No.	Land	Improvements	Damages	Total
2-040C-30-013.00	\$2,500.00	0	0	\$2,500.00

I certify to the best of my knowledge and belief:

The statement I have provided in this report are true and correct.

I have no present or prospective interest in the property valued and no personal interest nor bias with respect to the parties involved.

Any decrease or increase in the fair market value of the real property prior to the date of valuation caused by the public improvement for which such property is to be acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, was disregarded in determining the compensation for the property.

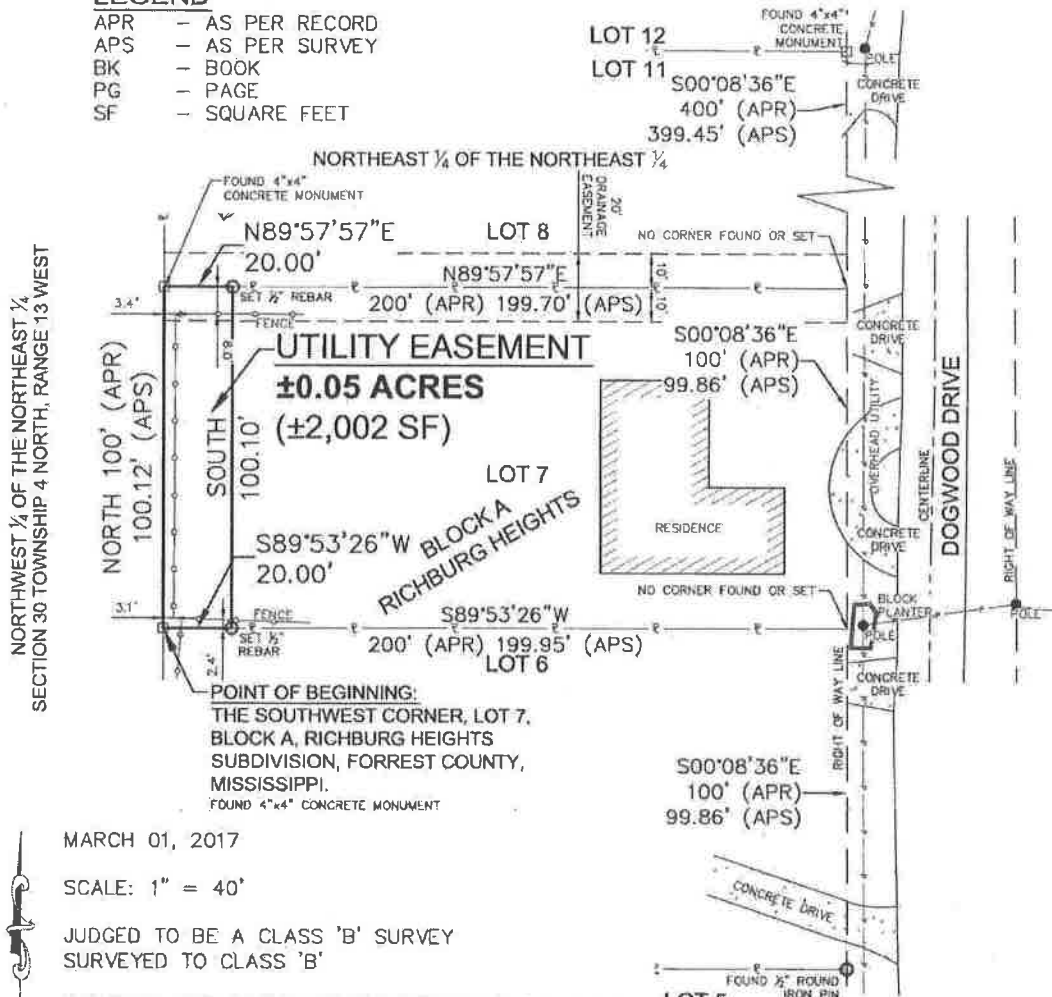
Preparer of Valuation Stan Lightsey
Stan Lightsey

Date: May 8, 2017

Survey

LEGEND

APR - AS PER RECORD
APS - AS PER SURVEY
BK - BOOK
PG - PAGE
SF - SQUARE FEET



REFERENCE MATERIALS

FORREST COUNTY TAX MAP
RICHBURG HEIGHTS SUBDIVISION PLAT
BK 8 PG 57 08-21-1958

ASSUMPTION WARRANTY DEED
BK 640 PG 587 10-16-1990

State of Mississippi
County of Forrest
City of Hattiesburg

This is Certify that I have made a survey of the following described parcel.

A 20.00 foot wide Utility Easement being described as being a part of Lot 7 of Block 'A' of Richburg Heights Subdivision, City of Hattiesburg, County of Forrest, State of Mississippi as per Map or Plat thereof on file in the Office of the Chancery Clerk of said Forrest County, and being more particularly described as Beginning at a 4 Inch Square Concrete Monument representing the Southwest Corner of said Lot 7, thence run North along the West Line of said Lot 7 for 100.12 feet to a 4 Inch Square Monument representing the Northwest Corner of said Lot 7, thence run N89°57'57"E along the North Line of said Lot 7 for 20.00 feet to a 1/2 Inch Rebar, thence run South and parallel to said West Line for 100.10 feet to a 1/2 Inch Rebar representing a Point on the South Line of said Lot 7, thence run S89°53'26"W along said South Line for 20.00 feet to the Point of Beginning, comprising 0.05 Acres (2,002 Square Feet), more or less.



Nicholas M. Connolly, PE, PLS
Civil Engineer No. 12791
Land Surveyor No. 2973

sdw
Engineering Progress

301 Second Ave. | Hattiesburg, MS 39402 | (601) 544-1827 | (601) 544-0902 | www.sdww.com

PROJECTS/Hattiesburg_City of 1273-S005 - Comprehensive Sewer Improvements - Phase 1/1273S005/CAD Files/1273S005_2040C3001300_Survey.dwg, Plat, 3/2/2017 10:24:42 AM

COUNTY TAX PARCEL No. 2-040C-30-013.00

PPIN 11827

Photograph Addendum

Owner	Robert & Carolyn Johnson				
Property Address	Dogwood Drive				
City	Hattiesburg	County	Forrest	State	MS Zip Code 39402
Client	City of Hattiesburg				



View of Subject



Dogwood Drive

WAIVER VALUATION

Parcel No. 2-040C-30-014.00

Project No. Comswip Sewer Project Phase V

County: Forrest

Address: Dogwood Drive

Owner(s): Christopher & Victoria Buckalew

Hattiesburg, MS

I, Stan Lightsey, a certified appraiser in the State of Mississippi, acknowledge that I have sufficient understanding of the local real estate market where the subject property is located, have reviewed the construction plans for the above referenced project, and have researched sales and market data that would be relevant to the above referenced property.

The valuation contained in this report is prepared pursuant to statutory authorization by the Mississippi Code, 43-37-3: "...the acquiring...agency...may adopt a procedure in compliance with federal regulations to waive the appraisal in cases involving the acquisition by sale or donation of a property with a low fair market value. For purposes of this chapter, property with a low fair market value is property with a fair market value of ten thousand dollars, (\$10,000) or less..."

Federal regulation at 49 CFR 24.102 provides: "... (2) An appraisal is not required if... (ii) The Agency determines that an appraisal is unnecessary because the valuation problem is uncomplicated and the anticipated value of the proposed acquisition is estimated at \$10,000 or less, based on a review of available data... (A) When an appraisal is determined to be unnecessary, the Agency shall prepare a waiver valuation."

Under authority of the Mississippi Code 43-37-3, to adopt procedures in compliance with federal regulations, and per 49 CFR 24.102, Appendix A: "...Waiver valuations are not appraisals as defined by the Uniform Act and these regulations" [42 U.S.C. 4601, et seq., and 49 CFR Part 24]; "therefore, appraisal performance requirements or standards, regardless of their source, are not required for waiver valuations by this rule...". Therefore, pursuant to federal regulation and state law, the valuation reported in this document was performed under the allowances specified in the Jurisdictional Exception Rule of the Uniform Standards of Professional Appraisal Practice.

Summary and Allocation of compensation of All Interests: (All interests, Q interest, Easements, Warranty, etc)				
Parcel No.	Land	Improvements	Damages	Total
2-040C-30-014.00	\$2,500.00	0	0	\$2,500.00

I certify to the best of my knowledge and belief:

The statement I have provided in this report are true and correct.

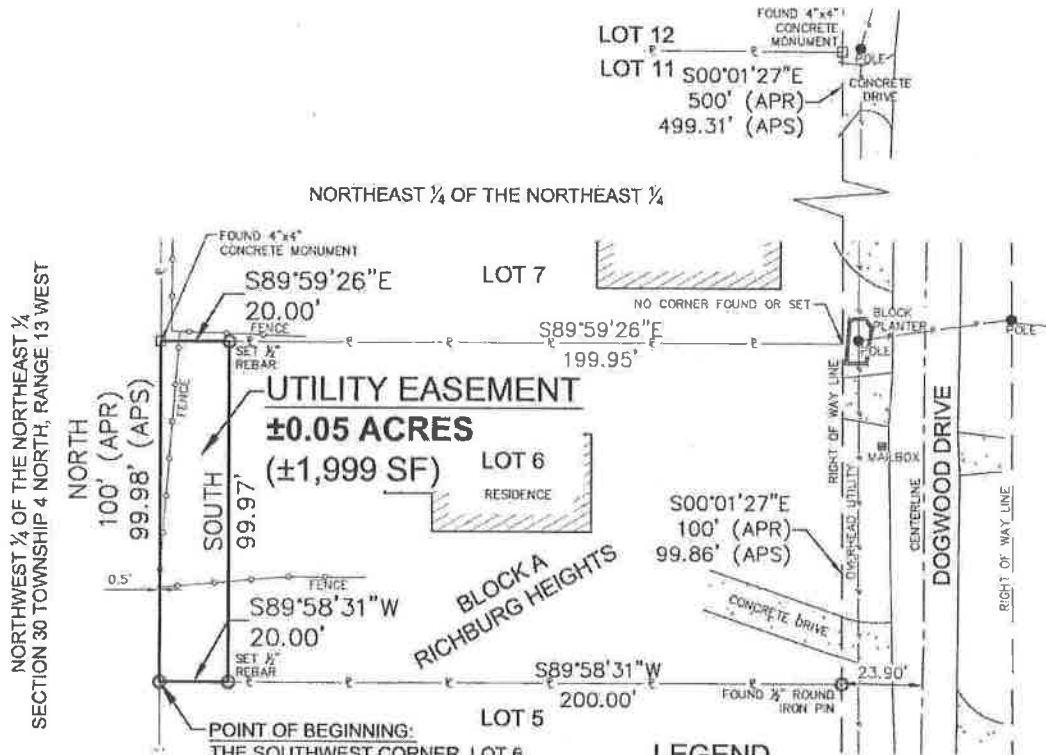
I have no present or prospective interest in the property valued and no personal interest nor bias with respect to the parties involved.

Any decrease or increase in the fair market value of the real property prior to the date of valuation caused by the public improvement for which such property is to be acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, was disregarded in determining the compensation for the property.

Preparer of Valuation Stan Lightsey
Stan Lightsey

Date: May 8, 2017

Survey



POINT OF BEGINNING:
THE SOUTHWEST CORNER, LOT 6,
BLOCK A, RICHBURG HEIGHTS
SUBDIVISION, FORREEST COUNTY,
MISSISSIPPI.

FOUND 1/2" ROUND IRON PIN

MARCH 01, 2017

SCALE: 1" = 40'

JUDGED TO BE A CLASS 'B' SURVEY
SURVEYED TO CLASS 'B'

BEARINGS ARE BASED ON THE RECORD BEARING OF
THE WEST LINE OF LOT 6, BLOCK A, RICHBURG
HEIGHTS SUBDIVISION, FORREEST COUNTY, MISSISSIPPI

LEGEND

APR - AS PER RECORD
APS - AS PER SURVEY
BK - BOOK
PG - PAGE
SF - SQUARE FEET

REFERENCE MATERIALS

FORREEST COUNTY TAX MAP

RICHBURG HEIGHTS SUBDIVISION PLAT
BK 8 PG 57 08-21-1958

WARRANTY DEED
BK 1130 PG 274 06-01-2012

State of Mississippi
County of Forreest
City of Hattiesburg

This is Certify that I have made a survey of the following described parcel.

A 20.00 foot wide Utility Easement being described as being a part of Lot 6 of Block 'A' of Richburg Heights Subdivision, City of Hattiesburg, County of Forreest, State of Mississippi as per Map or Plot thereof on file in the Office of the Chancery Clerk of said Forreest County, and being more particularly described as Beginning at a 1/2 Inch Round Iron Pin representing the Southwest Corner of said Lot 6, thence run North along the West Line of said Lot 6 for 99.98 feet to a 4 Inch Square Monument representing the Northwest Corner of said Lot 6, thence run S89°59'26"E along the North Line of said Lot 6 for 20.00 feet to a 1/2 Inch Rebar, thence run South and parallel to said West Line for 99.97 feet to a 1/2 Inch Rebar representing a Point on the South Line of said Lot 6, thence run S89°58'31"W along said South Line for 20.00 feet to the Point of Beginning, comprising 0.05 Acres (1,999 Square Feet), more or less.



Nicholas M. Connolly, PE, PLS
Civil Engineer No. 12791
Land Surveyor No. 2973



701 Second Ave., Hattiesburg, MS 39401 (601) 544-1800 (601) 544-1801 (601) 544-1802 (601) 544-1803 (601) 544-1804 (601) 544-1805 (601) 544-1806 (601) 544-1807 (601) 544-1808 (601) 544-1809 (601) 544-1810 (601) 544-1811 (601) 544-1812 (601) 544-1813 (601) 544-1814 (601) 544-1815 (601) 544-1816 (601) 544-1817 (601) 544-1818 (601) 544-1819 (601) 544-1820 (601) 544-1821 (601) 544-1822 (601) 544-1823 (601) 544-1824 (601) 544-1825 (601) 544-1826 (601) 544-1827 (601) 544-1828 (601) 544-1829 (601) 544-1830 (601) 544-1831 (601) 544-1832 (601) 544-1833 (601) 544-1834 (601) 544-1835 (601) 544-1836 (601) 544-1837 (601) 544-1838 (601) 544-1839 (601) 544-1840 (601) 544-1841 (601) 544-1842 (601) 544-1843 (601) 544-1844 (601) 544-1845 (601) 544-1846 (601) 544-1847 (601) 544-1848 (601) 544-1849 (601) 544-1850 (601) 544-1851 (601) 544-1852 (601) 544-1853 (601) 544-1854 (601) 544-1855 (601) 544-1856 (601) 544-1857 (601) 544-1858 (601) 544-1859 (601) 544-1860 (601) 544-1861 (601) 544-1862 (601) 544-1863 (601) 544-1864 (601) 544-1865 (601) 544-1866 (601) 544-1867 (601) 544-1868 (601) 544-1869 (601) 544-1870 (601) 544-1871 (601) 544-1872 (601) 544-1873 (601) 544-1874 (601) 544-1875 (601) 544-1876 (601) 544-1877 (601) 544-1878 (601) 544-1879 (601) 544-1880 (601) 544-1881 (601) 544-1882 (601) 544-1883 (601) 544-1884 (601) 544-1885 (601) 544-1886 (601) 544-1887 (601) 544-1888 (601) 544-1889 (601) 544-1890 (601) 544-1891 (601) 544-1892 (601) 544-1893 (601) 544-1894 (601) 544-1895 (601) 544-1896 (601) 544-1897 (601) 544-1898 (601) 544-1899 (601) 544-1900 (601) 544-1901 (601) 544-1902 (601) 544-1903 (601) 544-1904 (601) 544-1905 (601) 544-1906 (601) 544-1907 (601) 544-1908 (601) 544-1909 (601) 544-1910 (601) 544-1911 (601) 544-1912 (601) 544-1913 (601) 544-1914 (601) 544-1915 (601) 544-1916 (601) 544-1917 (601) 544-1918 (601) 544-1919 (601) 544-1920 (601) 544-1921 (601) 544-1922 (601) 544-1923 (601) 544-1924 (601) 544-1925 (601) 544-1926 (601) 544-1927 (601) 544-1928 (601) 544-1929 (601) 544-1930 (601) 544-1931 (601) 544-1932 (601) 544-1933 (601) 544-1934 (601) 544-1935 (601) 544-1936 (601) 544-1937 (601) 544-1938 (601) 544-1939 (601) 544-1940 (601) 544-1941 (601) 544-1942 (601) 544-1943 (601) 544-1944 (601) 544-1945 (601) 544-1946 (601) 544-1947 (601) 544-1948 (601) 544-1949 (601) 544-1950 (601) 544-1951 (601) 544-1952 (601) 544-1953 (601) 544-1954 (601) 544-1955 (601) 544-1956 (601) 544-1957 (601) 544-1958 (601) 544-1959 (601) 544-1960 (601) 544-1961 (601) 544-1962 (601) 544-1963 (601) 544-1964 (601) 544-1965 (601) 544-1966 (601) 544-1967 (601) 544-1968 (601) 544-1969 (601) 544-1970 (601) 544-1971 (601) 544-1972 (601) 544-1973 (601) 544-1974 (601) 544-1975 (601) 544-1976 (601) 544-1977 (601) 544-1978 (601) 544-1979 (601) 544-1980 (601) 544-1981 (601) 544-1982 (601) 544-1983 (601) 544-1984 (601) 544-1985 (601) 544-1986 (601) 544-1987 (601) 544-1988 (601) 544-1989 (601) 544-1990 (601) 544-1991 (601) 544-1992 (601) 544-1993 (601) 544-1994 (601) 544-1995 (601) 544-1996 (601) 544-1997 (601) 544-1998 (601) 544-1999 (601) 544-2000 (601) 544-2001 (601) 544-2002 (601) 544-2003 (601) 544-2004 (601) 544-2005 (601) 544-2006 (601) 544-2007 (601) 544-2008 (601) 544-2009 (601) 544-2010 (601) 544-2011 (601) 544-2012 (601) 544-2013 (601) 544-2014 (601) 544-2015 (601) 544-2016 (601) 544-2017 (601) 544-2018 (601) 544-2019 (601) 544-2020 (601) 544-2021 (601) 544-2022 (601) 544-2023 (601) 544-2024 (601) 544-2025 (601) 544-2026 (601) 544-2027 (601) 544-2028 (601) 544-2029 (601) 544-2030 (601) 544-2031 (601) 544-2032 (601) 544-2033 (601) 544-2034 (601) 544-2035 (601) 544-2036 (601) 544-2037 (601) 544-2038 (601) 544-2039 (601) 544-2040 (601) 544-2041 (601) 544-2042 (601) 544-2043 (601) 544-2044 (601) 544-2045 (601) 544-2046 (601) 544-2047 (601) 544-2048 (601) 544-2049 (601) 544-2050 (601) 544-2051 (601) 544-2052 (601) 544-2053 (601) 544-2054 (601) 544-2055 (601) 544-2056 (601) 544-2057 (601) 544-2058 (601) 544-2059 (601) 544-2060 (601) 544-2061 (601) 544-2062 (601) 544-2063 (601) 544-2064 (601) 544-2065 (601) 544-2066 (601) 544-2067 (601) 544-2068 (601) 544-2069 (601) 544-2070 (601) 544-2071 (601) 544-2072 (601) 544-2073 (601) 544-2074 (601) 544-2075 (601) 544-2076 (601) 544-2077 (601) 544-2078 (601) 544-2079 (601) 544-2080 (601) 544-2081 (601) 544-2082 (601) 544-2083 (601) 544-2084 (601) 544-2085 (601) 544-2086 (601) 544-2087 (601) 544-2088 (601) 544-2089 (601) 544-2090 (601) 544-2091 (601) 544-2092 (601) 544-2093 (601) 544-2094 (601) 544-2095 (601) 544-2096 (601) 544-2097 (601) 544-2098 (601) 544-2099 (601) 544-2100 (601) 544-2101 (601) 544-2102 (601) 544-2103 (601) 544-2104 (601) 544-2105 (601) 544-2106 (601) 544-2107 (601) 544-2108 (601) 544-2109 (601) 544-2110 (601) 544-2111 (601) 544-2112 (601) 544-2113 (601) 544-2114 (601) 544-2115 (601) 544-2116 (601) 544-2117 (601) 544-2118 (601) 544-2119 (601) 544-2120 (601) 544-2121 (601) 544-2122 (601) 544-2123 (601) 544-2124 (601) 544-2125 (601) 544-2126 (601) 544-2127 (601) 544-2128 (601) 544-2129 (601) 544-2130 (601) 544-2131 (601) 544-2132 (601) 544-2133 (601) 544-2134 (601) 544-2135 (601) 544-2136 (601) 544-2137 (601) 544-2138 (601) 544-2139 (601) 544-2140 (601) 544-2141 (601) 544-2142 (601) 544-2143 (601) 544-2144 (601) 544-2145 (601) 544-2146 (601) 544-2147 (601) 544-2148 (601) 544-2149 (601) 544-2150 (601) 544-2151 (601) 544-2152 (601) 544-2153 (601) 544-2154 (601) 544-2155 (601) 544-2156 (601) 544-2157 (601) 544-2158 (601) 544-2159 (601) 544-2160 (601) 544-2161 (601) 544-2162 (601) 544-2163 (601) 544-2164 (601) 544-2165 (601) 544-2166 (601) 544-2167 (601) 544-2168 (601) 544-2169 (601) 544-2170 (601) 544-2171 (601) 544-2172 (601) 544-2173 (601) 544-2174 (601) 544-2175 (601) 544-2176 (601) 544-2177 (601) 544-2178 (601) 544-2179 (601) 544-2180 (601) 544-2181 (601) 544-2182 (601) 544-2183 (601) 544-2184 (601) 544-2185 (601) 544-2186 (601) 544-2187 (601) 544-2188 (601) 544-2189 (601) 544-2190 (601) 544-2191 (601) 544-2192 (601) 544-2193 (601) 544-2194 (601) 544-2195 (601) 544-2196 (601) 544-2197 (601) 544-2198 (601) 544-2199 (601) 544-2200 (601) 544-2201 (601) 544-2202 (601) 544-2203 (601) 544-2204 (601) 544-2205 (601) 544-2206 (601) 544-2207 (601) 544-2208 (601) 544-2209 (601) 544-2210 (601) 544-2211 (601) 544-2212 (601) 544-2213 (601) 544-2214 (601) 544-2215 (601) 544-2216 (601) 544-2217 (601) 544-2218 (601) 544-2219 (601) 544-2220 (601) 544-2221 (601) 544-2222 (601) 544-2223 (601) 544-2224 (601) 544-2225 (601) 544-2226 (601) 544-2227 (601) 544-2228 (601) 544-2229 (601) 544-2230 (601) 544-2231 (601) 544-2232 (601) 544-2233 (601) 544-2234 (601) 544-2235 (601) 544-2236 (601) 544-2237 (601) 544-2238 (601) 544-2239 (601) 544-2240 (601) 544-2241 (601) 544-2242 (601) 544-2243 (601) 544-2244 (601) 544-2245 (601) 544-2246 (601) 544-2247 (601) 544-2248 (601) 544-2249 (601) 544-2250 (601) 544-2251 (601) 544-2252 (601) 544-2253 (601) 544-2254 (601) 544-2255 (601) 544-2256 (601) 544-2257 (601) 544-2258 (601) 544-2259 (601) 544-2260 (601) 544-2261 (601) 544-2262 (601) 544-2263 (601) 544-2264 (601) 544-2265 (601) 544-2266 (601) 544-2267 (601) 544-2268 (601) 544-2269 (601) 544-2270 (601) 544-2271 (601) 544-2272 (601) 544-2273 (601) 544-2274 (601) 544-2275 (601) 544-2276 (601) 544-2277 (601) 544-2278 (601) 544-2279 (601) 544-2280 (601) 544-2281 (601) 544-2282 (601) 544-2283 (601) 544-2284 (601) 544-2285 (601) 544-2286 (601) 544-2287 (601) 544-2288 (601) 544-2289 (601) 544-2290 (601) 544-2291 (601) 544-2292 (601) 544-2293 (601) 544-2294 (601) 544-2295 (601) 544-2296 (601) 544-2297 (601) 544-2298 (601) 544-2299 (601) 544-2300 (601) 544-2301 (601) 544-2302 (601) 544-2303 (601) 544-2304 (601) 544-2305 (601) 544-2306 (601) 544-2307 (601) 544-2308 (601) 544-2309 (601) 544-2310 (601) 544-2311 (601) 544-2312 (601) 544-2313 (601) 544-2314 (601) 544-2315 (601) 544-2316 (601) 544-2317 (601) 544-2318 (601) 544-2319 (601) 544-2320 (601) 544-2321 (601) 544-2322 (601) 544-2323 (601) 544-2324 (601) 544-2325 (601) 544-2326 (601) 544-2327 (601) 544-2328 (601) 544-2329 (601) 544-2330 (601) 544-2331 (601) 544-2332 (601) 544-2333 (601) 544-2334 (601) 544-2335 (601) 544-2336 (601) 544-2337 (601) 544-2338 (601) 544-2339 (601) 544-2340 (601) 544-2341 (601) 544-2342 (601) 544-2343 (601) 544-2344 (601) 544-2345 (601) 544-2346 (601) 544-2347 (601) 544-2348 (601) 544-2349 (601) 544-2350 (601) 544-2351 (601) 544-2352 (601) 544-2353 (601) 544-2354 (601) 544-2355 (601) 544-2356 (601) 544-2357 (601) 544-2358 (601) 544-2359 (601) 544-2360 (601) 544-2361 (601) 544-2362 (601) 544-2363 (601) 544-2364 (601) 544-2365 (601) 544-2366 (601) 544-2367 (601) 544-2368 (601) 544-2369 (601) 544-2370 (601) 544-2371 (601) 544-2372 (601) 544-2373 (601) 544-2374 (601) 544-2375 (601) 544-2376 (601) 544-2377 (601) 544-2378 (601) 544-2379 (601) 544-2380 (601) 544-2381 (601) 544-2382 (601) 544-2383 (601) 544-2384 (601) 544-2385 (601) 544-2386 (601) 544-2387 (601) 544-2388 (601) 544-2389 (601) 544-2390 (601) 544-2391 (601) 544-2392 (601) 544-2393 (601) 544-2394 (601) 544-2395 (601) 544-2396 (601) 544-2397 (601) 544-2398 (601) 544-2399 (601) 544-2400 (601) 544-2401 (601) 544-2402 (601) 544-2403 (601) 544-2404 (601) 544-2405 (601) 544-2406 (601) 544-2407 (601) 544-2408 (601) 544-2409 (601) 544-2410 (601) 544-2411 (601) 544-2412 (601) 544-2413 (601) 544-2414 (601) 544-2415 (601) 544-2416 (601) 544-2417 (601) 544-2418 (601) 544-2419 (601) 544-2420 (601) 544-2421 (601) 544-2422 (601) 544-2423 (601) 544-2424 (601) 544-2425 (601) 544-2426 (601) 544-2427 (601) 544-2428 (601) 544-2429 (601) 544-2430 (601) 544-2431 (601) 544-2432 (601) 544-2433 (601) 544-2434 (601) 544-2435 (601) 544-2436 (601) 544-2437 (601) 544-2438 (601) 544-2439 (601) 544-2440 (601) 544-2441 (601) 544-2442 (601) 544-2443 (601) 544-2444 (601) 544-2445 (601) 544-2446 (601) 544-2447 (601) 544-2448 (601) 544-2449 (601) 544-2450 (601) 544-2451 (601) 544-2452 (601) 544-2453 (601) 544-2454 (601) 544-2455 (601) 544-2456 (601) 544-2457 (601) 544-2458 (601) 544-2459 (601) 544-2460 (601) 544-2461 (601) 544-2462 (601) 544-2463 (601) 544-2464 (601) 544-2465 (601) 544-2466 (601) 544-2467 (601) 544-2468 (601) 544-2469 (601) 544-2470 (601) 544-2471 (601) 544-2472 (601) 544-2473 (601) 544-2474 (601) 544-2475 (601) 544-2476 (601) 544-2477 (601) 544-2478 (601) 544-2479 (601) 544-2480 (601) 544-2481 (601) 544-2482 (601) 544-2483 (601) 544-2484 (601) 544-2485 (601) 544-2486 (601) 544-2487 (601) 544-2488 (601) 544-2489 (601) 544-2490 (601) 544-2491 (601) 544-2492 (601) 544-2493 (601) 544-2494 (601) 544-2495 (601) 544-2496 (601) 544-2497 (601) 544-2498 (601) 544-2499 (601) 544-2500 (601) 544-2501 (601) 544-2502 (601) 544-2503 (601) 544-2504 (601) 544-2505 (601) 544-2506 (601) 544-2507 (601) 544-2508 (601) 544-2509 (601) 544-2510 (601) 544-2511 (601) 544-2512 (601) 544-2513 (601) 544-2514 (601) 544-2515 (601) 544-2516 (601) 544-2517 (601) 544-2518 (601) 544-2519 (601) 544-2520 (601) 544-2521 (601) 544-2522 (601) 544-2523 (601) 544-2524 (601) 544-2525 (601) 544-2526 (601) 544-2527 (601) 544-2528 (601) 544-2529 (601) 544-2530 (601) 544-2531 (601) 544-2532 (601) 544-2533 (601) 544-2534 (601) 544-2535 (601) 544-2536 (601) 544-2537 (601) 544-2538 (601) 544-2539 (601) 544-2540 (601) 544-2541 (601) 544-2542 (601) 544-2543 (601) 544-2544 (601) 544-2545 (601) 544-2546 (601) 544-2547 (601) 544-2548 (601) 544-2549 (601) 544-2550 (601) 544-2551 (601) 544-2552 (601) 544-2553 (601) 544-2554 (601) 544-2555 (601) 544-2556 (601) 544-2557 (601) 544-2558 (601) 544-2559 (601) 544-2560 (601) 544-2561 (601) 544-2562 (601) 544-2563 (601) 544-2564 (601) 544-2565 (601) 544-2566 (601) 544-2567 (601) 544-2568 (601) 544-2569 (601)

Photograph Addendum

Owner	Christopher & Victoria Buckalew				
Property Address	Dogwood Drive				
City	Hattiesburg	County	Forrest	State	MS Zip Code 39402
Client	City of Hattiesburg				



View of Subject



Dogwood Drive

APPRAISAL OF LOT 5, BLOCK A
RICHBURG HEIGHTS SUBDIVISION
HATTIESBURG, MS

LIGHTSEY & ASSOCIATES

P.O. Box 15489
Hattiesburg, MS 39404
(601) 584-6260

April 19, 2017

Mr. Lamar Rutland
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403

RE: Appraisal of Lot 5, Block A, Richburg Heights S/D,
Hattiesburg, MS

Dear Mr. Rutland:

In accordance with the your request, I have made an inspection and investigation of the property located on Dogwood Drive, known as Lot 5, Block A, Richburg Heights Subdivision, Hattiesburg, Mississippi, for the purpose of forming an opinion of the Market Value, in fee simple, as of April 18, 2017, the effective date of the appraisal being the date the subject property was last inspected. The value opinion is both before and after the taking of a sewer easement by the City of Hattiesburg and noting damages to the remainder, if any. In the case of the subject property, this will be a complete taking and there will be no remainder property.

Market Value is defined as the most probable price in cash, terms equivalent to cash, or in other precisely revealed terms, for which the property will sell in an open and competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self interest, and assuming that neither is under undue duress.

NEIGHBORHOOD DESCRIPTION

The subject property is on Dogwood Drive, inside the city limits of Hattiesburg in what is known as the Richburg area, south of Hardy Street and west of Broadway Drive. The general area contains a wide age range of properties that are mainly residential in nature, being either single-family dwellings or small 2-4 family dwellings. The subject is in relative close proximity to the public schools, shopping and employment centers, and medical facilities. Homes in proximate market segment range in price from approximately \$100,000 to above \$1,000,000. This has been a stable residential area for a number of years and this trend appears likely to continue in the foreseeable future.

SITE DESCRIPTION

The subject site is located on the westerly side of Dogwood Drive, just north of Richburg Road. It has a frontage of 99.49 feet on the westerly side of Dogwood Drive. The southerly line extends for 200.11 feet and the northerly line extends for 200 feet. The westerly, or rear line extends for 99.91 feet. The site is generally rectangular in shape and contains approximately .46 acre, or 19,945 square feet. The majority of the site is somewhat below street grade, but appears to have adequate utility for use a single family dwelling lot. The property does not appear to lie in a designated flood area. All public utilities area connected or available to the site. A survey is included in the addenda of this report in order to assist the reader in visualizing the property. There were no adverse soil or subsoil conditions observed; however, no soil tests have been made as a part of this report. The property is zoned R-1A, Single Family Residential, by the zoning authorities of the City of Hattiesburg.

PROPERTY HISTORY

The subject property appears to have been under the ownership of Steve and Mary Dryden since 1993. The subject property is not known to be listed for sale nor under contract.

TAXES

The total taxes for the subject property for 2016 are \$212.99. The total true value (tax value) of the property is \$8,360 with an assessed value of \$1,254. According to the Forrest County Tax Assessor, all taxes due on the property have been paid in full.

HIGHEST AND BEST USE

In order to estimate the Highest and Best Use of the subject, the surrounding property uses as well as the four tests of Highest and Best Use were considered. These are 1)physically possible, 2)legally permissible, 3)financially feasible, and 4)maximally productive. After considering these factors, the Highest and Best Use of the property is estimated to be for a single-family residential house site.

INTENDED USE AND SCOPE OF THE APPRAISAL

This appraisal is intended to assist the client, Mr. Lamar Rutland of the City of Hattiesburg, in forming an opinion of value of the subject property for a sewer project. In preparing this appraisal, the appraiser inspected the subject site; gathered information on comparable lot sales and listings, confirmed and analyzed the data and applied the Sales Comparison Approach to value. As the subject property consists of a vacant residential lot, this was the only approach deemed applicable to the subject's valuation.

APPRAISAL PROCESS

In good appraisal practice, three approaches to value are normally used to arrive at a value conclusion for a given property. These approaches are the Sales Comparison Approach, the Cost Approach, and the Income Approach. The Sales Comparison Approach is based on deriving a value indication by comparing properties that have been sold recently to the subject property and adjusting the sales price of the comparables for any basic differences. The Income Approach considers the present value of the future benefits of income and ownership. To estimate the income potential of the subject, comparable rents are obtained and reconciled to the subject, then a deduction is made for anticipated expenses. The resulting net income is then capitalized into value using a rate supported by market data. The Cost Approach provides a value indicator based on the cost to reproduce the improvements less any observed depreciation. The value estimate of the land developed through the Sales Comparison Approach is then added to the depreciated value estimate of the Improvements. As noted above, the appraiser has utilized the Sales Comparison Approach only as the subject is vacant land.

LOT SALES

The following vacant lot sales were utilized to arrive at an opinion of value for the subject property.

LOT SALE NO. 1

Location: Lot 8, Summit Ridge, Hattiesburg
Date: 04/05/2013
Price: \$36,000
Size: 32,072 sf+-
Price/SF: \$1.12
Confirmation: MLS # 88645/ReMax Real Estate
Comments: Located in several blocks north of the subject in the same market segment and school district.

LOT SALE NO. 2

Location: 3503 Arlington Loop, Hattiesburg
Date: 08/09/2016
Price: \$15,000
Size: 15,000 sf+-
Price/SF: \$1.00
Confirmation: MLS # 96905/Crye-Leike Signature One Realty
Comments: Located just south of Hardy Street in subject market segment. House on site was destroyed by tornado in February of 2013.

LOT SALE NO. 3

Location: 130 South 34th Avenue, Hattiesburg

Date: 04/30/2014

Price: \$28,000

Size: 14,000 sf+-

Price/SF: \$2.00

Confirmation: MLS # 94863/Coldwell Banker.

Comments: Located just south of Hardy Street in subject market segment. House on site was destroyed by tornado in February of 2013.

LOT SALE NO.4

Location: 3305 Southaven Drive, Hattiesburg

Date: 10/03/2013

Price: \$70,000

Size: 39,640 sf+-

Price/SF: \$1.77

Confirmation: MLS # 93229/Coldwell Banker

Comments: Located north of the subject in the subject market segment. This lot is located in what is known as Audubon Place.

The above lot sales indicate an unadjusted range in value from \$1.00 to \$2.00 per square foot. All are in the subject market segment and occurred within the past four years. The subject area is virtually fully developed and there are very few vacant sites that are available for sale. Research of the market found these sales to be the most recent and relevant to the subject's valuation. After considering time, size, location, topography, and other pertinent factors, the value opinion of the subject site is \$1.25 per square foot. Thus the value of the subject is:

19,945 sf @ \$1.25 = \$24,931.25

Rounded to \$25,000.00

Value Before Taking	\$25,000.00
---------------------	-------------

Value After Taking	-0-
--------------------	-----

Damages	-0-
---------	-----

Just Compensation Due Owner	\$25,000.00
-----------------------------	-------------

As this is a complete taking of the subject property, there is no value in the "after" condition, thus the owner is due the entire amount of the value in the "before" condition.

I appreciate the opportunity to prepare this appraisal report for you. Should you have any questions regarding this matter, please do not hesitate to contact me.

Sincerely

Stan Lightsey

Stan Lightsey, SRA
Appraisal Institute

ADDENDA

APPRAISER'S CERTIFICATION

I certify that, to the best of my knowledge and belief:

- the statements contained in this report are true and correct.
- the reported analyses, opinions, and conclusions are limited only by the reporting assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest with respect to the parties involved unless otherwise stated.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- my engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the developing or reporting of a predetermined value or a direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- no one provided significant appraisal assistance to the person signing this appraisal unless otherwise noted.
- unless otherwise noted, the person signing this report has not performed an appraisal or rendered any other service regarding the subject property in the past three years.
- The Appraisal Institute conducts a voluntary re-certification process for its designated members. I am currently certified under this program.

Stan Lightsey

Stan Lightsey, SRA

UNDERLYING ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal is subject to the following limiting conditions:

The legal description furnished is assumed to be correct.

No responsibility is assumed for matters of a legal character nor does the appraiser render any opinion as to title which is assumed to be good. All existing liens and encumbrances have been disregarded unless otherwise noted and the property is appraised as though free and clear and under responsible ownership and competent management.

The appraiser believes to be accurate the information provided by others; but assumes no responsibility for its accuracy.

Possession of this report, or a copy thereof, does not carry with it the right of publication, and neither all nor any part of the contents of this report may be disseminated to the public through media of any type nor may be used for any other purpose other than that specified in the engagement by the client without the previous written consent of the appraiser and client particularly as to the value conclusions, the identity of the appraiser or the firm with which he is employed, or to the SRA designation of The Appraisal Institute.

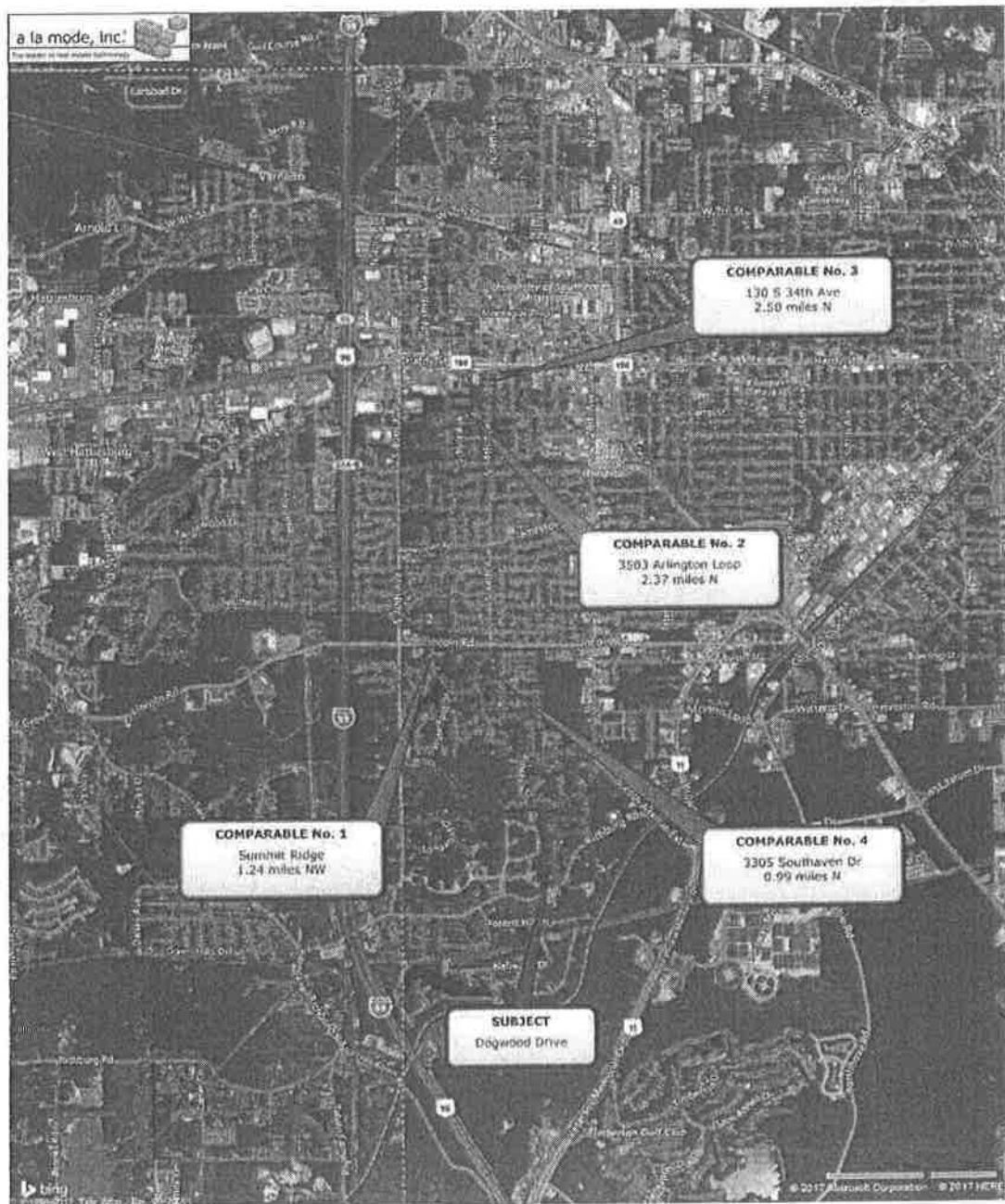
The appraiser will not be required to give testimony or appear in court by reason of this appraisal, with reference to the property in question, unless prior arrangements have been made.

The distribution of the total valuation in this report between land and improvements applies only under the existing program of utilization. The separate valuations for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used.

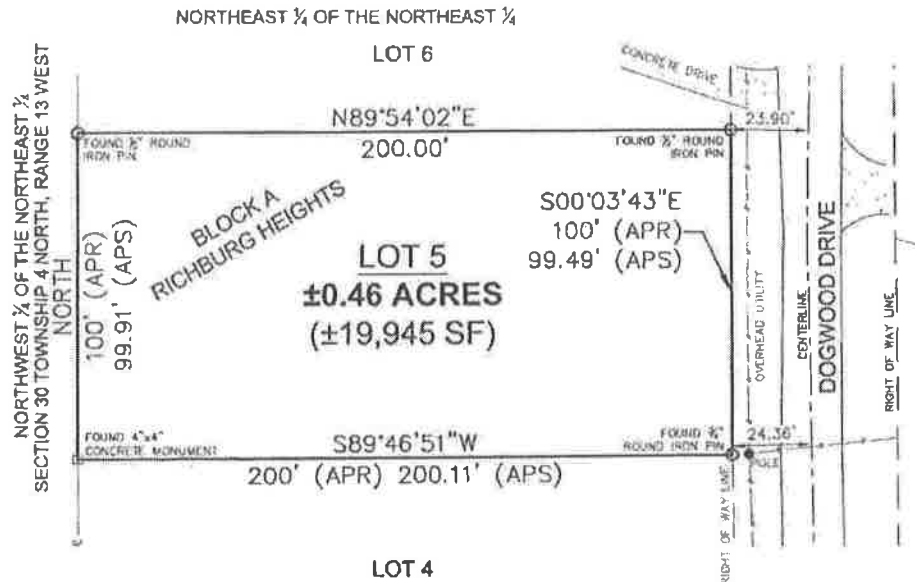
Unless otherwise stated in this report, the existence of hazardous substances, including but not limited to asbestos, polychlorinated biphenyls, petroleum leakage, mold, or agricultural chemicals; which may or may not be present on the property, or other environmental conditions; were not called to the attention of nor did the appraiser become aware of such during the inspection of the property. The appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraiser is not an expert in the environmental field and is not qualified to test for such substances or conditions. If the presence of hazardous substances or environmental conditions may affect the value of the property, the value opinion is predicated on the assumption that there is no such condition in or on the property or in such proximity thereto that it would cause a loss in value. No responsibility is assumed for such conditions; nor for any expertise or knowledge required to discover them. The client is advised to retain an expert in the field of environmental impact on real estate if such conditions are suspected.

Location Map

Borrower					
Property Address	Dogwood Drive	County	Forrest	State	MS
City	Hattiesburg			Zip Code	39402
Lender/Client					



Survey



LEGEND

APR - AS PER RECORD
APS - AS PER SURVEY
BK - BOOK
PG - PAGE
SF - SQUARE FEET

REFERENCE MATERIALS

FORREST COUNTY TAX MAP

RICHBURG HEIGHTS SUBDIVISION PLAT
BK 8 PG 57 08-21-1958

WARRANTY DEED
BK 700 PG 4 10-21-1993

SEPTEMBER 12, 2016

SCALE: 1" = 40'

JUDGED TO BE A CLASS 'B' SURVEY
SURVEYED TO CLASS 'B'

BEARINGS ARE BASED ON THE RECORD BEARING OF
THE WEST LINE OF LOT 5, BLOCK A, RICHBURG
HEIGHTS SUBDIVISION, FORREST COUNTY, MISSISSIPPI

State of Mississippi
County of Forrest
City of Hattiesburg

This is Certify that I have made a survey of the following described parcel.

All of Lot 5 of Block 'A' of Richburg Heights Subdivision, City of Hattiesburg, County of Forrest,
State of Mississippi as per Map or Plat thereof on file in the Office of the Chancery Clerk of
said Forrest County, and comprising 0.49 Acres (19,945 Square Feet), more or less.

NICHOLAS M. CONNOLLY
ENGINEER
AND
P.E. 12791
L.S. 2973
LAND SURVEYOR
STATE OF MISSISSIPPI
Nicholas M. Connolly, P.E., PLS
Civil Engineer No. 12791
Land Surveyor No. 2973

sdw
Engineering Progress

PROJECT: Hattiesburg, MS at 1271-5001 Computerized Survey Map - Phone 561-273-5001 FAX 561-273-5002 Survey Map, Plot 11/11/2016 4:38:14 PM

Legal Description

State of Mississippi

County of Forrest

City of Hattiesburg

This is Certify that I have made a survey of the following described parcel.

All of Lot 5 of Block 'A' of Richburg Heights Subdivision, City of Hattiesburg, County of Forrest, State of Mississippi as per Map or Plat thereof on file in the Office of the Chancery Clerk of said Forrest County, and comprising 0.49 Acres (19,945 Square Feet), more or less.

Nicholas M. Connolly, PE, PLS

Civil Engineer No. 12791

Land Surveyor No. 2979

Tax Data

Delta Computer Systems

Page 1 of 1

Forrest County Mississippi



Delta Computer Systems, Inc.

Property Link FORREST COUNTY, MS

Current Date 4/19/2017 Tax Year 2016
Records Last Updated 4/19/2017

PROPERTY DETAIL
OWNER DRYDEN STEPHEN R & MARY C ACRES : **NA**
PO BOX 1551 LAND VALUE : \$360
HATTIESBURG MS 39403-0000 IMPROVEMENTS : **NA**
TOTAL VALUE : \$360
ASSESSED : 1254

PARCEL 2-040C-30-015.00
ADDRESS DOGWOOD DRIVE

TAX INFORMATION			
YEAR 2016	TAX DUE	PAID	BALANCE
COUNTY	81.75	81.75	0.00
CITY	62.90	62.90	0.00
SCHOOL	68.34	68.34	0.00
TOTAL	212.99	212.99	0.00

LAST PAYMENT DATE 12/22/2016

MISCELLANEOUS INFORMATION
EXEMPT CODE LEGAL LOT 5 BLK A OF RICHBURG HEIGHT
HOMESTEAD CODE None SUB
TAX DISTRICT 5130 10/93 700/4
PPIN 039540 RICHBURG HEIGHTS SUB
SECTION 30
TOWNSHIP 04N
RANGE 13W

Book Page

TAX SALES HISTORY, FOR UNPAID TAXES

Year	Sold To	Redeemed Date/By
NO TAX SALES FOUND		

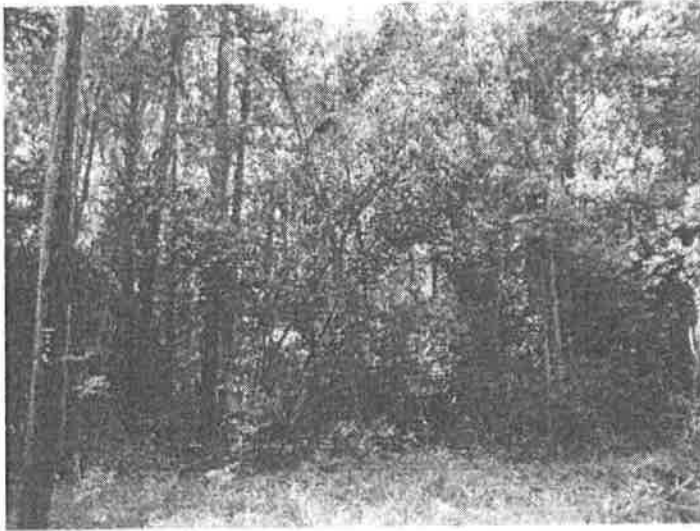
[View Appraisal Record](#)

[Forrest County Home](#) | [Sherborn County](#) | [Harrison County](#) | [Online Property Tax Payments](#) | [Online Personal Property Tax Payments](#) | [Online Mobile Home Tax Payments](#) | [Online Car Tag Payments](#)
[Privacy Policy](#) | [Terms of Use](#) | [Contact Us](#) | [Help](#)

<http://www.deltacomputersystems.com/cgi-lrm5/LRMCGI02?HTMCNTY=MS18&HTM...> 4/19/2017

Photograph Addendum

Borrower					
Property Address	Dogwood Drive				
City	Hattiesburg	County	Forrest	State	MS Zip Code 39402
Lender/Client					



Subject site



Subject site

Photograph Addendum

Borrower					
Property Address	Dogwood Drive				
City	Hattiesburg	County	Forrest	State	MS Zip Code 39402
Lender/Client					



Dogwood Drive (Subject on left)

QUALIFICATIONS OF STAN LIGHTSEY, SRA

EDUCATION COMPLETED:

University of Southern Mississippi, B.S. Degree, 1974

Appraisal Institute:

The Future of Appraising, 1996
Highest and Best Use Applications, 1996
Environmental Issues, 1996
Appraising & the Internet, 1996
Litigation Skills, 1997
Attacking & Defending an Appraisal in Litigation, 1999
Appraising Partial Interests, 2000
Appraisal of Nonconforming Properties, 2000
Subdivision Analysis, 2001
Course 430, 2001
Special Purpose Properties, 2002
The Technology Assisted Appraiser, 2003
Course 400, 2003
Complex Residential Properties, 2004
Mathematically Modeling Real Estate Data, 2004
Professional's Guide to the URAR, 2005
Residential Sales Comparison Approach, 2005
USPAP Update, 2005
Appraising Environmentally Contaminated Properties, 2006
Appraising Manufactured Housing, 2007
Convenience Stores and Retail Fuel Concessions, 2008
Declining Markets and Sales Concessions, 2008
New Residential Market Conditions Form, 2009
Business Practices and Ethics, 2009
Appraising Distressed Commercial Real Estate, 2009
Market Conditions, 2009
Analyzing the Effects of Environmental Contamination on Real Property, 2010
USPAP Update, 2011
Quality Assurance in Residential Appraisals, 2011
The Lending World in Crisis, 2012
Curriculum Overview, 2013
Business Practice and Ethics, 2014
Supervising Appraisal Trainees, 2014
USPAP Update, 2014
Data Verification-2015
Appraising Convenience Stores-2015
New Technology for Appraisers-2016
Eminent Domain & Condemnation-2017
USPAP Update-2017

MEMBERSHIPS AND APPOINTMENTS:

SRA, The Appraisal Institute
SRA Admissions Committee, The Appraisal Institute
Assistant Regional Member, Review & Counseling Division, the Appraisal Institute
Offices held in Mississippi Chapter of Appraisal Institute:
President-1994
Vice President-1993
Secretary-1992
Director-Three separate terms, last ending in 2017

EMPLOYMENT HISTORY:

Spencer Murphree	1977-1979
Jack Gieger & Associates	1979-1984
Lightsey & Associates	1984-Present

PARTIAL CLIENT LIST:

BancorpSouth Bank	The First, ANBA
Regions Bank	Great Southern National Bank
Hancock Bank	Trustmark National Bank
Priority One Bank	Community Bank
Citizens' Bank	First Southern Bank
FNMA	FHLMC
City of Hattiesburg	City of Petal
City of Columbia	City of Lumberton
FDIC	MDOT
Navy Federal Credit Union	Keesler Federal Credit Union
Bankplus	Georgia Pacific
University of Southern Mississippi	William Carey University
Forrest General Hospital	Hattiesburg Clinic
Prudential	Cartus Corp.
Forrest County, MS	Lamar County, MS
Jeff Davis County, MS	Pearl River County, MS
U. S. Dept. of Justice	FBI
Ashland	

Qualified as expert witness in Special Courts of Eminent Domain, County Courts, Circuit Courts, Chancery Courts, and Federal District Court.

WAIVER VALUATION

Parcel No. 2-040C-30-016.00/017.00

Project No. Comswip Sewer Project Phase V

County: Forrest

Address: Dogwood Drive

Owner(s): Elvin & Lynda Jackson

Hattiesburg, MS

I, Stan Lightsey, a certified appraiser in the State of Mississippi, acknowledge that I have sufficient understanding of the local real estate market where the subject property is located, have reviewed the construction plans for the above referenced project, and have researched sales and market data that would be relevant to the above referenced property.

The valuation contained in this report is prepared pursuant to statutory authorization by the Mississippi Code, 43-37-3: "...the acquiring...agency...may adopt a procedure in compliance with federal regulations to waive the appraisal in cases involving the acquisition by sale or donation of a property with a low fair market value. For purposes of this chapter, property with a low fair market value is property with a fair market value of ten thousand dollars, (\$10,000) or less..."

Federal regulation at 49 CFR 24.102 provides: "... (2) An appraisal is not required if... (ii) The Agency determines that an appraisal is unnecessary because the valuation problem is uncomplicated and the anticipated value of the proposed acquisition is estimated at \$10,000 or less, based on a review of available data... (A) When an appraisal is determined to be unnecessary, the Agency shall prepare a waiver valuation."

Under authority of the Mississippi Code 43-37-3, to adopt procedures in compliance with federal regulations, and per 49 CFR 24.102, Appendix A: "...Waiver valuations are not appraisals as defined by the Uniform Act and these regulations" [42 U.S.C. 4601, et seq., and 49 CFR Part 24]; "therefore, appraisal performance requirements or standards, regardless of their source, are not required for waiver valuations by this rule...". Therefore, pursuant to federal regulation and state law, the valuation reported in this document was performed under the allowances specified in the Jurisdictional Exception Rule of the Uniform Standards of Professional Appraisal Practice.

Summary and Allocation of compensation of All Interests: (All interests, Q interest, Easements, Warranty, etc)				
Parcel No.	Land	Improvements	Damages	Total
2-040C-30-016.00/017.00	\$3,500.00	0	0	\$3,500.00

I certify to the best of my knowledge and belief:

The statement I have provided in this report are true and correct.

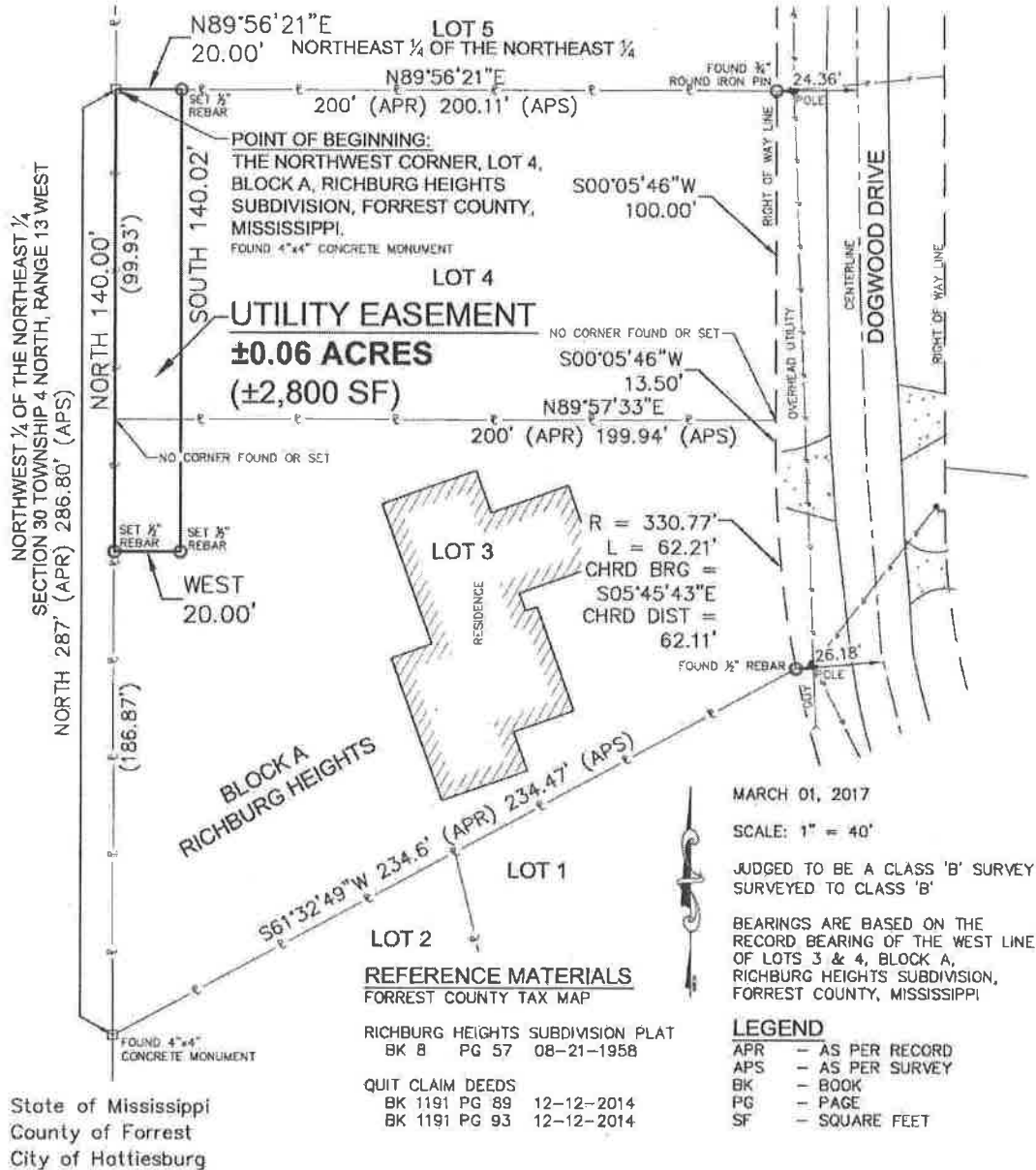
I have no present or prospective interest in the property valued and no personal interest nor bias with respect to the parties involved.

Any decrease or increase in the fair market value of the real property prior to the date of valuation caused by the public improvement for which such property is to be acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, was disregarded in determining the compensation for the property.

Preparer of Valuation Stan Lightsey
Stan Lightsey

Date: May 8, 2017

Survey



This is Certify that I have made a survey of the following described parcel.

A 20.00 foot wide Utility Easement being described as being a part of Lots 3 and 4 of Block 'A' of Richburg Heights Subdivision, City of Hattiesburg, County of Forrest, State of Mississippi as per Map or Plat thereof on file in the Office of the Chancery Clerk of said Forrest County, and being more particularly described as Beginning at a 4 Inch Square Concrete Monument representing the Northwest Corner of said Lot 4, thence run N89°56'21"E along the North Line of said Lot 4 for 20.00 feet to a 1/2 Inch Rebar, thence run South and parallel to the West Line of said Lots 3 and 4 for 140.02 feet to a 1/2 Inch Rebar, thence run West for 20.00 feet to a 1/2 Inch Rebar representing a Point on said West Line, thence North along said West Line for 140.00 feet to the Point of Beginning, comprising 0.06 Acres (2,800 Square Feet), more or less.



Nicholas M. Connolly, PE, PLS
 Civil Engineer No. 12791
 Land Surveyor No. 2973



COUNTY TAX PARCEL No. 2-040C-30-016.00 & -017.00
PPIN 11825 & 11824

3/2/2017 PROJECTS\Hattiesburg_City of 1273-5005 - Comprehensive Sewer Improvements - Phase V\12735005\CAD Files\12735005_2040C30016-1700_Survey.dwg, Plat, 3/2/2017 10:28:16 AM

Photograph Addendum

Owner	Elvin & Lynda Jackson				
Property Address	Dogwood Drive				
City	Hattiesburg	County	Forrest	State	MS Zip Code 39402
Client	City of Hattiesburg				



View of Subject



Dogwood Drive



City of Hattiesburg, MS

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

Master

File Number: 2017-593

File ID: 2017-593

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 07/31/2017

Brief Title: Approve 2017 Annual Action Plan and authorize submittal to HUD. {Entitlement}

Final Action: 08/08/2017

Minute Book Number: MB2017-338

Title:

Approve 2017 Annual Action Plan and authorize submittal to HUD.
{Entitlement}

Notes:

Agenda Date: 08/08/2017

Indexes:

Agenda Number:

Sponsors:

Enactment Date:

Attachments: 2017 Annual Action Plan

Enactment Number:

Contact:

Meeting Date: 08/08/2017

Drafter: Clarence Williams

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	08/08/2017					
1	City Council	08/08/2017	Approve				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Brown to Approve 2017 Annual Action Plan and authorize submittal to HUD. {Entitlement}							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							
Yea: 5 Council Member George Council Member Delgado Council President Carroll Council Vice President Dryden Council Member Brown							

Text of Legislative File 2017-593

Title

Approve 2017 Annual Action Plan and authorize submittal to HUD. {Entitlement}

Summary

Approve 2017 Annual Action Plan and authorize submittal to HUD. {Entitlement}

Budget Information

Expenditure Type

Purchasing Item

Publication Information

2017 Annual Action Plan

January 1, 2017- December 31, 2017



City of Hattiesburg, Mississippi
Department of Urban Development
Community Development Division

Federal Program Year 2017
City of Hattiesburg Fiscal Year 2017

DUNS-079448130

Executive Summary

AP-05 Executive Summary- 24 CFR 91.200(c), 91.220(b)

1. Introduction

The City of Hattiesburg (COH) 2017 Annual Action Plan is the fifth and final Action Plan of the City's 2013-2017 Consolidated Plan. The 2017 Action Plan will continue to address the identified housing, homelessness, supportive services and non-housing community needs as the basis for the City's strategy and its use of the 2017 CDBG and HOME funds granted to the City by HUD. This year's Action Plan is the City's application for how it will use its 2017 allocations of the above mentioned grant funds.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The primary objectives of the 2017 Action Plan are the same as detailed in the Consolidated Plan, with the exception that the City Council has requested the removal of all Tenant-Based Rental Assistance activities. The Proposed projects/activities with 2017 CDBG funding will focus on addressing housing concerns in a number of areas, but primarily on the following: Housing Rehabilitation; Affordable Housing Production; Down Payment Assistance; and Public Services. Specific goals for each area can be found in section AP-20.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The City will be on pace to achieve the objectives listed in the 2016 Action Plan. Over the past two years, the Community Development Division has continued to implement and complete Housing Rehabilitation activities more and more efficiently. Much of the 2016 funding allocated, and therefore the projects designated for 2016 funding will carry into 2017. This has little to do with project delay and more to do with the fact that funding for a particular year is not made available for CDBG and HOME Programs until eight-nine months into a Program Year. The City's Program Year begins on January 1st of each year, which is approximately eight to nine months prior to when the actual funding is available. Because of limited and decreasing funding, the City has and will continue to concentrate its activities and resources primarily on housing and housing related activities.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

Per the Citizen Participation Plan, the City advertised on September 23, 2016 an upcoming Public Hearing and Comment Period related to the creation of the 2017 Action Plan. The advertisement included a proposed allocation of funding, which was reviewed during the Public Hearing on October 10, 2016. The City conducted a second public hearing on October 20, 2016. In addition to the prescribed newspaper advertisement, the Community Development Division also notified known organizations (including CHDOs, subrecipients, housing organizations, various non-profits, and neighborhood representatives) by email of the upcoming Public Hearing and Comment Period.

S. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

There were comments by only one person during the public hearing. The only comment of significance was that, the City should reduce its down payment assistance amount to \$30,000.00 and should increase its annual CHDO Set-Aside to \$50,000.00 per year.

6. Summary of comments or views not accepted and the reasons for not accepting them

No comments were rejected.

7. Summary

PR-OS Lead & Responsible Agencies- 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role		Name	Department/Agency
Lead Agency		HAITIESBURG	
CDBG Administrator	HAITIESBURG		Fed & State Program/Community Development Division
HOPWA Administrator			
HOME Administrator	HAITIESBURG		Fed & State Program/Community Development Division
HOPWA-C Administrator			

Table 1-Responsible Agencies

Narrative (optional)

The City of Hattiesburg's Department of Urban Development, and more specifically, the Community Development Division, is responsible for preparing the Consolidated Plan, subsequent Annual Action Plans, and corresponding Consolidated Annual Performance & Evaluation Reports (CAPER). Community Development Division (CDD) staff organizes and administers the Citizen Participation process, including Public Notices, Public Hearings, and Public Comment Periods. CDD staff is also responsible for the design, implementation, administration, and monitoring of all related programs. Predictable funding includes CDBG and HOME program funding from the U.S. Department of Housing & Urban Development, and the CDD seeks out other funding sources that may complement community development efforts as they may become available. The city signed and executed an MOU with Pearl River Valley Opportunity and renewed its MOU with the South Central Community Action Agency, Inc. for weatherization services for the homes that have been rehabilitated under the City's Residential Rehabilitation Program.

Consolidated Plan Public Contact Information

Citizens and community organizations with questions or comments related to the Consolidated Plan, Annual Action Plan, Consolidated Annual Performance & Evaluation Report, or any of the related programs should contact the City of Hattiesburg:

City of Hattiesburg
Community Development Division
P.O. Box 1898
Hattiesburg, MS 39403-1898

(601) 554-1006

AP-10 Consultation- 91.100, 91.200(b), 91.215(1)

1. Introduction

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(1))

During the creation of the 2013-2017 Consolidated Plan, numerous housing agencies, health organizations, and service agencies were consulted. Many of these organizations contributed answers to questionnaires, while others participated in special meetings. All input was taken into consideration in the creation of the 5-year plan, from which the 2013, 2014, 2015, 2016 and now the 2017 Action Plans were prepared. Additionally, these organizations are included in the notification list used by the City's Community Development Division to announce public comment opportunities, public hearings, and other beneficial information. The City made a presentation to Pine Belt Homeless Coalition at one of its monthly meetings.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

As described above, the local Continuum of Care representatives are included in email notifications by the City and encouraged to participate in the planning process. Additionally, the City participates in the Pinebelt Coalition on Homelessness roundtable to stay informed on services and activities targeted toward homeless individuals and families. Input received at that time indicated that behind the housing priorities, the City's Community Development programs should focus on issues of homelessness, persons with disabilities, and people living with HIV/AIDS, and other special needs populations. In 2013 and 2014, the City was successful in directing resources toward such groups through Public Services activities- particularly addressing issues of homelessness and the risk of homelessness-and in 2015, with the re-establishment of the Disability Advocate position. It has ensured that those with disabilities will remain as a focal point. The City during the 2016 Program Year created a new position and hired a Homeless Coordinator to work directly with the Homeless Coalition and to give homeless veterans special assistance.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City has continued to play a supporting role as funding for the Continuum(s) of Care goes directly from the Mississippi Home Corporation and from ESG grant money to the grantee and sub-grantee organizations rather than through the City.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2- Agencies,groups,organizations who participated

1	Agency/Group/Organization	R3SM, Inc.
	Agency/Group/Organization Type	Services- Housing Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services- homeless Services-Education Service-Fair Housing Other government - County Planning organization Services-Pre-purchasing Home Education Workshops Neighborhood Organization Private Sector Banking / Financing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs- Families with children Homelessness needs- veterans Homelessness Strategy Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Agency participated in Public Hearings and submitted written comments. The 2017 Action Plan includes both housing repair programs and Downpayment assistance projects, which the organizations suggested.
2	Agency/Group/Organization	Hattiesburg Area Habitat for Humanity
	Agency/Group/Organization Type	Community Neighborhood Organization

What section of the Plan was addressed by Consultation?	Economic Development Demolition
Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Groups that participated in Public Hearings and gave verbal comments. Questions/comments favored Down payment assistance and CHDO Set-Aside amounts.

Identify any Agency Types not consulted and provide rationale for not consulting

.No organizations were intentionally excluded. The consultation process during the development of the 2013-2017 Consolidated Plan was extensive, and those comments/suggestions are still under consideration. The City did not believe that priorities would have shifted significantly in the one year since it was developed to warrant consulting all agencies again. Any agency could have participated in the Public Hearings or submitted comments during the Comment Period, but participation was minimal.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	MS United to End Homelessness or MUTEH	
MS. PHA Region VIII -2016 Annual Action Plan	MS Regional Housing Authority# VIII	

Table 3- Other local / regional / federal planning efforts

Narrative (optional)

AP-12 Participation- 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

Per the Citizen Participation Plan, the City advertised on September 23, 2016 an upcoming Public Hearing and Comment Period related to the creation of the 2017 Action Plan. The advertisement included a proposed allocation of funding, which was reviewed during the Public Hearing on October 10 2016. In addition to the prescribed newspaper advertisement, the Community Development Division also notified known organizations (including CHDOs, subrecipients, housing organizations, various non-profits, and neighborhood representatives) by mail or email of the upcoming Public Hearing and Comment Period.

Comments received included support for programs such as repair/rehab of housing, demolition of housing unsuitable for repair or rehabilitation, microenterprise assistance, as well as infrastructure improvement. Comments also included providing housing funding for technical assistance. Comments were made regarding increasing down payment assistance to \$20,000.00 per home; the setting aside of funding for down payment in flood zones, and why does the city spend twenty percent of its CDBG allocation on administration since our annual allocation is so small.

In reviewing the proposed allocation that was published in the advertisement, the comments received seem to support the proposal. Housing repair/rehabilitation was a common topic of interest as well as demolition of housing infeasible for repair. Needs expressed for infrastructure improvement funding for economic development will be considered in future years.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
1	Internet Outreach	Minorities Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	The City advertised on September 23, 2016, opening a Public Comment Period and announcing a Public Hearings for October 10, 2016 and October 20, 2016 for the purpose of inviting the public to comment on CDBG/HOME Programs and to receive any related input/suggestions/comments. The City conducted another Public Hearing on April 20, 2016 which included proposed expenditures based on the City's actual 2016 HUD allocations.	The comments received were, the city should increase its CHDO Aside and decrease its down payment assistance.		

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Public Meeting	Non-targeted/broad community	Public Hearing on October 10, 2016. There were 3 persons in attendance including staff. Basically, only questions relating how the programs are run were asked. Public hearing was also conducted on October 20, 2016.	No comments received.		
3	Mailed letters to over 30 non-profit agencies	Non-targeted/broad community	The City advertised on September 23, 2016, opening a Public Comment Period and announcing a Public Hearing for October 10, 2016 for the purpose of receiving input/suggestions/comments for the purpose of writing the 2017 Annual Action Plan for CDBG/HOME Programs.	Comment was to increase CHDO Set Aside and decrease down payment assistance.		
4	Public Meeting	Non-targeted/broad community	Public Hearing on October 10, 2016. Two people attended in addition to City Staff- representing various non-profits as well as citizens.	No comments were received.		

Table 4 - Citizen Participation Outreach

Annual Action Plan
2017

Expected Resources

AP-15 Expected Resources- 91.220(c){1,2)

Introduction

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available. Remainder of Con Plan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public-federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	507,809	0	497,253	1,005,062	809,288	The amount expected for the remainder of the Con Plan is \$507,809.00 plus the \$301,749.00 remaining to commit from the 2016 allocation.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of Con Plan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab New construction for ownership TBRA	212,951	0	217,807	430,758	373,231	The amount expected for the remainder of the Con Plan is the \$212,951.00 plus 4160,279.63 from previous years allocations.

Table 5- Expected Resources- Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City hopes to continue its partnerships through groups such as the MUTEH and the Pinebelt Coalition on Homelessness in a concerted effort to strategically address problems and mutual concerns. As in the past, the City values these and other such partnerships as community partners bring differing resources to the table- funding, volunteers, services, etc.- for mutual benefit. As stated earlier, the City has hired a Homeless Coordinator to work directly with the Pinebelt Homeless Coalition to address homeless issues, with a special emphasis on veterans and the chronic homeless population. The City will also continue to seek out funding opportunities such as those available for housing activities through the Federal Home Loan Bank, the Mississippi Home Corporation, and funding opportunities such as those generously provided in recent years by the Salvation Army. The City's re-established Disability Advocate position, funded as a CDBG Public Service, will continue to provide an additional resource and point of contact within the community in order to serve and improve the quality of life of citizens with various special needs. Regarding

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City has recently utilized its mapping capabilities to identify City and State-owned property throughout the City of Hattiesburg. These properties are reviewed periodically when need arises for particular projects, and the City intends to continue this approach of utilizing property already in its inventory (when appropriate) before seeking property to purchase. However, given the priorities for 2017, it is unlikely that these properties will be utilized for this purpose unless it involves transfer of property to a non-profit partner for mutually agreeable community development purposes.

Discussion

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Housing Programs (including Affordable Housing)	2013	2017	Affordable Housing		Housing Rehabilitation Emergency Repair Down Payment Assistance Microenterprise Assistance TBRA	CDBG : \$391,240 HOME: \$109,713	Household Housing Unit Homeowner Housing Rehabilitated: 9 Household Housing Unit Direct Financial Assistance to Homebuyers: 5 Households Assisted Homelessness Prevention: 4 Persons Assisted
3	Public Services	2013	2017	Homeless Non-Homeless Special Needs Non-Housing Community Development		Public Services Housing- Special Needs and/or Homeless	CDBG : \$15,000	Public service activities other than Low/Moderate Income Housing Benefit: 50 Persons Assisted Homelessness Prevention: 20 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
5	Down Payment Assistance	2013	2017	Affordable Housing		Housing Rehabilitation Down Payment Assistance Acquisition	HOME: \$50,000	Homeowner Housing Rehabilitated: 1Household Housing Unit Direct Financial Assistance to Homebuyers: 3 Households Assisted

Table 6- Goals Summary

Goal Descriptions

1	Goal Name	Housing Programs (including Affordable Housing)
	Goal Description	The 2017 goals for Housing Programs, based on a funding estimate would allow the City to complete 8 "Rehabilitations," which assumes six (6) CDBG-funded homeowner-occupied substantial rehabilitations and two (2) HOME-funded homeowner-occupied rehabilitation activities, in addition to completion of one (1) HOME-funded CHDO project. The type of CHDO Project undertaken will depend on the type of project submitted in an RFP for CHDO proposals; CHDO proposals may also include new affordable home construction for sale to LMI buyers, or may include acquisition rehab for sale.

3	Goal Name	Public Services
	Goal Description	Through the Disability Advocate position, the Community Development Division is better equipped to serve households and individuals in the City that face physical disabilities and other special needs. This position will provide appropriate referral services to individuals based on their unique circumstance and need, and will continuously coordinate with community referral sources to maintain the City's network with such service providers. Likewise, the Disability Advocate will stay abreast of services available to those facing homelessness and will maintain relationships with appropriate service organizations in the community in order to make effective referrals in that regard and to become a party to the planning for the area's continuum of care.
5	Goal Name	Down Payment Assistance
	Goal Description	The City estimates that three to five households will benefit from the 2017 allocation of HOME funding. If any of the beneficiaries are not eligible for the full award amount, additional households may benefit from the program..

Projects

AP-35 Projects- 91.220(d)

Introduction

The following is a listing of projects that the City of Hattiesburg proposes to undertake using CDBG and HOME funds anticipated for 2017.

Projects

#	Project Name
1	HOME Administration
2	HOME Housing Programs
3	CDBG Administration
4	CDBG Housing Programs
5	Public Services
6	Down Payment Assistance .

Table 7- Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The allocation of funding is in keeping with the priority needs identified in the Consolidated Plan and with citizen input during the Action Plan adoption process. Housing issues- rehabilitation, code compliance, affordability- being the greatest priority identified, it is allocated the greatest amount of funding.

HOME Housing Program includes the Housing Rehabilitation program, Affordable Housing activities, CHDO activities, and other priorities mentioned within the Consolidated Plan should resources and need arise. Planned activities include housing rehabilitation, and the addition of one (1) new rental housing unit which will be rehabilitated and rented by a CHDO.

AP-38 Project Summary
Project Summary Information

1	Project Name	HOME Administration
	Target Area	
	Goals Supported	
	Needs Addressed	
	Funding	HOME: \$21,780
	Description	Administration in support of HOME activities.
	Target Date	12/31/2017
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	Administration of the HOME Program.
2	Project Name	HOME Housing Programs
	Target Area	
	Goals Supported	
	Needs Addressed	Housing Rehabilitation
	Funding	HOME: \$146,027
	Description	Program includes Substantial Housing Rehabilitation, Affordable Housing activities, CHDO Housing activities, Project Delivery and other Priorities listed in the 5-Year Consolidated Plan should additional resources and needs arise.
	Target Date	12/31/2017
	Estimate the number and type of families that will benefit from the proposed activities	Three low income households.
	Location Description	Citywide.
	Planned Activities	Provision of substantial rehabilitation for a minimum of 2 residences.
3	Project Name	CDBG Administration
	Target Area	
	Goals Supported	

	Needs Addressed	
	Funding	CDBG: \$99,450
	Description	Day to day operation of the and Program administration of the CDBG Program's projects and activities.
	Target Date	12/31/2017
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	Administration of the CDBG Program.
4	Project Name	CDBG Housing Programs
	Target Area	
	Goals Supported	Housing Programs (including Affordable Housing)
	Needs Addressed	Housing Rehabilitation
	Funding	CDBG: \$391,248
	Description	Substantial Housing Rehabilitation, Project Delivery, Minor Home/Emergency Repair Activities.
	Target Date	12/31/2017
	Estimate the number and type of families that will benefit from the proposed activities	A minimum of 5 low and moderate income households will benefit.
	Location Description	City wide .
	Planned Activities	CDBG housing rehabilitation and project delivery.
5	Project Name	Public Services
	Target Area	
	Goals Supported	Public Services
	Needs Addressed	Public Services Urgent Needs
	Funding	CDBG: \$15,000
	Description	Provide funds for a Disability Advocate position. To provide services and referrals to the elderly and disabled .

	Target Date	12/31/2017
	Estimate the number and type of families that will benefit from the proposed activities	50 households will receive various services.
	Location Description	Citywide.
	Planned Activities	Outreach, counseling and referrals.
6	Project Name	Down Payment Assistance.
	Target Area	
	Goals Supported	Down Payment Assistance
	Needs Addressed	Down Payment Assistance
	Funding	HOME: \$50,000
	Description	Provide Down Payment Assistance to eligible first time home buyers.
	Target Date	12/31/2017
	Estimate the number and type of families that will benefit from the proposed activities	Five low and moderate income households.
	Location Description	Citywide.
	Planned Activities	Provision down payment assistance, including closing costs.

AP-50 Geographic Distribution- 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

None of the activities proposed for the 2017 Action Plan are directed geographically, meaning that there is not a prescribed area in which these activities are required to take place- as long as they take place within, and serve LMI beneficiaries within, the city limits of the City of Hattiesburg. Housing Rehabilitation, Emergency Repair, Demolition, other Affordable Housing activities, Public Services, and Microenterprises are allowable Citywide. However, these activities have historically taken place in areas of low-income and minority concentration. Such areas include the greater portion of Wards 2, 4, and 5, which are better identified by U.S. Census tracts 001, 002, 003, 004, 005, 006, 011, and 105.

Geographic Distribution

Target Area	Percentage of Funds
--------------------	----------------------------

Table 8- Geographic Distribution

Rationale for the priorities for allocating investments geographically

7No activity/priority is geographically driven in the 2017 Action Plan. It is possible that procedures may change in the future regarding the approach taken to address housing rehabilitation, which could allow for a geographic focus. Such a focus would be based on findings of concentrations of need in low-income areas and/or based on a concerted effort by the City and/or partner agencies to create an impact on a particular neighborhood or area, but at the present time, there is no such policy dictating such action, and any action to that effect taken by any of the City's subrecipients is at their own discretion as long as it does not conflict with any HUD regulation or City policy to the contrary.

Discussion

Affordable Housing

AP-55 Affordable Housing- 91.220(g)

Introduction

One Year Goals for the Number of Households to be Supported	
Homeless	4
Non-Homeless	8
Special-Needs	0
Total	12

Table 9- One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through Affordable Housing	
The Production of New Units	0
Rehab of Existing Units	8
Acquisition of Existing Units	0
Total	8

Table 10- One Year Goals for Affordable Housing by Support Type

Discussion

The figures provided above are taken from the total goals from all activities/projects anticipated within the 2017 Action Plan with the exception of Administrative activities, and Demolition activities. To a certain degree, the goals for each category of household or housing project type are simply estimates, because they will vary depending on the type of households that apply for downpayment assistance or for any housing developed by CHDOs. The numbers above are a tabulation of each type as listed in the goals outlined earlier in the Action Plan. The number of households supported include among Non-homeless those households anticipated to benefit from all housing-related activities, eight (8) Rehab of Existing Units.

AP-60 Public Housing- 91.220(h)

Introduction

The Hattiesburg Housing Authority manages 296 Public Housing units in the City of Hattiesburg.

Actions planned during the next year to address the needs to public housing

The City of Hattiesburg stands ready to support the Hattiesburg Housing Authority in any way possible, particularly as the HHA seeks to replace many of its older units in the coming years.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The Housing Authority will continue to host monthly resident meetings at each of its developments to engage its residents. Guest speakers will be scheduled as appropriate to bring residents valuable information related to the City, the schools, civic service agencies, or others as may be pertinent. The HHA will also continue to host National Night Out Against Crime events as an opportunity to engage residents.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

N/A

Discussion

AP-65 Homeless and Other Special Needs Activities- 91.220(i)

Introduction

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons} and assessing their individual needs

The City of Hattiesburg actively participates in meetings of the Pinebelt Coalition on Homelessness and supports the efforts of individual organizations whose mission is to serve homeless populations. The City intends to continue this collaboration in 2017, and will continue to serve the homeless community by way of funding the acquisition and rehabilitation of a multi-unit facility to benefit chronically homeless individuals (with prior year funding). The City also intends to support similar agencies in attaining funding for additional emergency and transitional shelter. Additionally, the 2017 Plan includes the expansion of the role of the Disability Advocate position, which serves as an informational resource for households and individuals facing physical disabilities, other special needs, and homelessness concerns. The Disability Advocate will provide appropriate referrals for individuals and will maintain a network and dialogue with agencies such as those mentioned above, and will be an active participant in the planning process for the area's continuum of care.

Addressing the emergency shelter and transitional housing needs of homeless persons

As previously stated, the City intends to continue its collaboration with organizations whose missions include services and housing for homeless persons. The City will support these agencies in competing for and attaining funding for additional emergency and transitional shelter, and may, as funding allows, consider opportunities to support new sustainable programs for emergency and/or transitional housing. Additionally, the Disability Advocate position will continue to play a role in providing appropriate referrals for individuals and households facing emergency shelter and transitional housing needs.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth} make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were

recently homeless from becoming homeless again

The City of Hattiesburg's partner agencies in the field of homelessness and special needs clients are well organized and maintain close working relationships via the Pinebelt Coalition on Homelessness. The City also facilitates a Housing Roundtable, an organization focused on a variety of housing concerns in Hattiesburg. Though the two coalitions differ somewhat in purpose, there is a great deal of overlap in both subject matter and membership. The City's intended (continued) support of the agencies within both groups are an opportunity to address transition to independent living, affordable housing, and ensuring appropriate case management, as the organizations have already proven capable of doing. The City's Disability Advocate participates with both groups in an effort to ensure that the City is abreast of the services and resources available throughout the community.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The City continues to support financial literacy programs, utility assistance programs, and job/skills training programs with CDBG technical assistance. Forrest General Hospital has a process for identifying homeless persons and persons with substance abuse problems that may require certain case management or supportive service resources, and there is a well-organized process by which people are referred to appropriate agencies that may be able to assist. The Disability Advocate also serves to keep the City abreast of the services and resources available throughout the community, and to make appropriate referrals to individuals seeking assistance. The City will continue its partnership with 13 local financial institutions/banks and 10 non-profit agencies in Bank-On Hattiesburg. The collaborative will continue to provide services to un-banked and under-banked residents of the City as well as Financial Literacy Education and programs.

Discussion

The City of Hattiesburg does not receive HOPWA funds.

AP-75 Barriers to affordable housing- 91.220(j)

Introduction:

Hattiesburg has historically supported efforts to meet housing needs of its citizens and has been proactive in the provision of housing to its low- and moderate-income residents. In the 1938-1939 timeframe, the City created one of the first housing authorities in the State of Mississippi. The City supported the creation of the Mississippi Regional Housing Authority No. VIII and its efforts to bring Section 8 assistance to City residents. The Official Zoning Ordinance and Subdivision Regulations make provisions for affordable housing and provide protection to citizens by ensuring proper land use and high quality residential land development

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City's zoning ordinance and related regulations are conducive to affordable housing development. As public policies are concerned, the only notable barrier to affordable housing has to do with development in flood zones where FEMA regulations create limitations on the value/cost of rehabilitation that can take place on existing structures. Historically, new affordable housing has not been created in flood zones when using CDBG or HOME funds because of the challenges of meeting the development requirements. The City will make it known to partner agencies and CHDOs that such new developments are possible given compliance with certain development and insurance requirements.

Discussion:

The City continues to implement housing rehabilitation programs to upgrade owner-occupied housing. Through its CHDOs, the City of Hattiesburg is supporting affordable housing initiatives providing for the rehabilitation of existing housing units to be converted to rental units by a CHDO, for the construction of new affordable housing and homebuyer down-payment assistance programs. These activities serve to reduce affordable housing barriers. The City has also partnered with service providers in areas of adult financial literacy, jobs training, and employability skills training- all of which address barriers individuals may have in attaining affordable housing. Additionally, the City's Disability Advocate is aware of housing programs in the area (and operated by the Community Development Division) and is able to make appropriate referrals for those facing various obstacles. The

Disability Advocate also focuses on Fair Housing issues and is an educational resource on the subject and will continue to assist individuals who believe their rights may have been violated in terms of Fair Housing choice.

AP-85 Other Actions- 91.220(k)

Introduction:

Actions planned to address obstacles to meeting underserved needs

Several of the City of Hattiesburg's CDBG and HOME funded activities seek to address underserved needs by way of affordable housing, housing rehabilitation, and assistance to non-profit organizations with such missions, among others. The City will continue these efforts in the coming years, and will also continue work in areas of obstacles pertaining to affordable housing. The Disability Advocate position will ensure that households and individuals facing physical disabilities, other special needs, and/or homelessness will have an additional resource and subject matter expert for information, support, and referrals.

Actions planned to foster and maintain affordable housing

The City, having updated its Analysis of Impediments to Fair Housing Choice in 2012, has identified particular challenging areas related to affordable housing and housing choice. In this planning period, the City will continue to promote its Down Payment Assistance Program available, will continue to work with the Bank On Hattiesburg Program, and will continue to address code compliance in an effort to continue improving housing stock. Additionally, the Disability Advocate position will ensure that there is continued attention to the issue of Fair Housing education in Hattiesburg.

Actions planned to reduce lead-based paint hazards

Through the City's ongoing Housing Rehabilitation, Emergency Repair, and other housing activities, the City and its partners comply with 24 CFR Part 35, which often requires lead-based paint abatement. These activities will be continued in 2017 along with the potential for addressing LBP hazards in housing as a stand-alone activity.

Actions planned to reduce the number of poverty-level families

The City will continue to support non-profits and public efforts to improve adult financial literacy, and will continue its relationship with Bank On Hattiesburg in an effort to address the high number of households in the area that are either un-banked or under-banked and may rely on predatory lenders and other nontraditional financial institutions.

Actions planned to develop institutional structure

The City plans to continue facilitating the Housing Roundtable, participating in the

Pinebelt Coalition on Homelessness, and participating with other similar organizations as the opportunity arises. The City will also continue to support agencies in the area as they may have opportunities to compete for grants that serve the needs identified in the City's Consolidated Plan or other opportunities that are of a community benefit. The Disability Advocate has become an additional participant with these groups and will also continue to seek out community resources that contribute to the institutional structure- particularly in terms of fair housing and serving the disabled and/or homeless in the community.

Actions planned to enhance coordination between public and private housing and social service agencies

As stated previously, the City will continue to participate with the Housing Roundtable and the Pinebelt Coalition on Homelessness, and will continue to encourage agencies that have a mutual interest to participate as well.

Discussion:

Program Specific Requirements

AP-90 Program Specific Requirements- 91.220(1)(1,2,4)

Introduction:

For purposes of #2 under "Other CDBG Requirements," 2017 is the year hereby specified to be covered by this Action Plan.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(1)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit- A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	90.00%

HOME Investment Partnership Program (HOME)

Reference 24 CFR 91.220(1)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

<p align="LEFT">The City of Hattiesburg is not required to provide a local match to the HOME funding allocated to eligible activities. However, the City does seek out other public and private grants from time-to-time to complement its Community Development efforts. All activities/investments undertaken in whole or in part with HOME funding will comply with 24 CFR Part 92.</p>

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

Recapture Provisions

HOME program regulations governing recapture when a HOME participating jurisdiction (City of Hattiesburg) uses HOME funds to assist homebuyers are set forth in 24 CFR Part 92.254(a)(5). By virtue of the fact that the City of Hattiesburg uses HOME funds to assist homebuyers, all homebuyers programs provided by the City of Hattiesburg and its sub-recipients must include guidelines for recapture as required by HUD. The 2013 HOME Program Final Rule updated the requirements of Resale and Recapture. As per 24 CFR Part 92.254(b) the requirements set forth for resale/recapture will be provided in a separate written agreement between the City of Hattiesburg and the sub-recipient and/or beneficiary. Homebuyer Assistance Programs- The City of Hattiesburg will utilize the same Recapture requirements.

Funds subject to *recapture*- include direct subsidy of HOME investment that enabled the homebuyer to purchase the property. This includes down payment assistance, closing costs or other HOME assistance provided directly to the homebuyer. *Net proceeds* are defined as the sales price minus superior loan repayment (other than HOME funds) and any closing costs. The *Recapture* requirements of all the homebuyer assistance programs that utilize direct financial assistance include the following provisions and is included in the Program Written Participation Agreement and the Deed of Trust and Promissory Note: The Deed of Trust and Promissory Note (lien), attached to the property to enforce recapture will be executed at loan closing and recapture guidelines adhered to by the homebuyer. The lien also restricts the homebuyer's ability to refinance during the period of affordability without approval. (See refinance/subordination policy). The lien will depreciate annually in equal increments based on the affordability period, 5 years (20% per year), 10 years (10% per year), and 15 years (6.66% per year). Shared Net Proceeds -If net proceeds are insufficient to repay the HOME funds in full, the City of Hattiesburg will accept the current net proceeds less any documented homeowner investment, and share the net proceeds with the homeowner. Once the HOME funds are repaid (if any), the property is no longer subject to any HOME restrictions. The

HOME funds netted will be utilized for any other HOME eligible activity. As per the New 2013 HOME Program Final Rule- Recapture provisions permit subsequent low-income homebuyers to assume HOME loans and recapture obligations, if not additional HOME assistance is provided.

HOME Investment_ X Net proceeds= HOME Funds Recapture

HOME Investment= Homeowner Investment

HOME Investment_ X Net proceeds= Amount to Homeowner

HOME Investment= Homeowner Investment

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

<p align="LEFT">In principle, the same guidelines will be followed as are described in #2 above. Of note should be the clarification that in cases that involve direct financial assistance (downpayment assistance and/or the amount a property is sold less than its value), the amount of the direct assistance will be used in determining the affordability period.</p>

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

<p align="LEFT">The City of Hattiesburg has no such plans to refinance the existing debt of any such property. Should plans arise for such an activity, plans and guidelines will be established, and the Consolidated/Action Plan would be amended accordingly following the existing Citizen Participation Plan.</p>

Emergency Solutions Grant (ESG)
Reference 91.220(1)(4)

1. Include written standards for providing ESG assistance (may include as attachment)
2. If the Continuum of Care has established centralized or coordinated assessment system that meets HUD requirements, describe that centralized or coordinated assessment system.
3. Identify the process for making sub-awards and describe how the ESG allocation available to private nonprofit organizations (including community and faith-based organizations).
4. If the jurisdiction is unable to meet the homeless participation requirement in 24 CFR 576.405(a), the jurisdiction must specify its plan for reaching out to and consulting with homeless or formerly homeless individuals in considering policies and funding decisions regarding facilities and services funded under ESG.
5. Describe performance standards for evaluating ESG.

Housing Trust Fund (HTF)
Reference 24 CFR 91.220(1)(5)

1. Distribution of Funds
 - a. Describe the eligibility requirements for recipients of HTF funds (as defined in 24 CFR § 93.2).
 - b. Describe the jurisdiction's application requirements for eligible recipients to apply for HTF funds.
 - c. Describe the selection criteria that the jurisdiction will use to select applications submitted by eligible recipients.
 - d. Describe the jurisdiction's required priority for funding based on geographic distribution, which is a

description of the geographic areas of the State (including areas of low-income and minority concentration) in which it will direct assistance during the ensuing program year.

e. Describe the jurisdiction's required priority for funding based on the applicant's ability to obligate HTF funds and undertake eligible activities in a timely manner.

f. Describe the jurisdiction's required priority for funding based on the extent to which rents for units in the rental project are affordable to extremely low-income families.

g. Describe the jurisdiction's required priority for funding based on the financial feasibility of the project beyond the required 30-year period.

h. Describe the jurisdiction's required priority for funding based on the merits of the application in meeting the priority housing needs of the jurisdiction (such as housing that is accessible to transit or employment centers, housing that includes green building and sustainable development features, or housing that serves special needs populations).

i. Describe the jurisdiction's required priority for funding based on the location of existing affordable housing.

j. Describe the jurisdiction's required priority for funding based on the extent to which the application makes use of non-federal funding sources.

2. Does the jurisdiction's application require the applicant to include a description of the eligible activities to be conducted with HTF funds?

3. Does the jurisdiction's application require that each eligible recipient certify that housing units assisted with HTF funds will comply with HTF requirements?

4. Performance Goals and Benchmarks. The jurisdiction has met the requirement to provide for performance goals, consistent with the jurisdiction's goals established under 24 CFR 91.215(b)(2), by including HTF in its housing goals in the housing table on the SP-45 Goals and AP-20 Annual Goals and Objectives screens.

5. Rehabilitation Standards. The jurisdiction must establish rehabilitation standards for all HTF-assisted housing rehabilitation activities that set forth the requirements that the housing must meet upon project completion. The jurisdiction's description of its standards must be in sufficient detail to determine the required rehabilitation work including methods and materials. The standards may refer to applicable codes or they may establish requirements that exceed the minimum requirements of the codes. The jurisdiction must attach its rehabilitation standards below. If the jurisdiction will not use HTF funds for the rehabilitation of housing, enter "N/A".

In addition, the rehabilitation standards must address each of the following: health and safety; major systems; lead-based paint; accessibility; disaster mitigation (where relevant); state and local codes, ordinances, and zoning requirements; Uniform Physical Condition Standards; and Capital Needs Assessments (if applicable).

6. Resale or Recapture Guidelines. Below, the jurisdiction must enter (or attach) a description of the guidelines that will be used for resale or recapture of HTF funds when used to assist first-time homebuyers. If the jurisdiction will not use HTF funds to assist first-time homebuyers, enter "N/A".

7. HTF Affordable Homeownership Limits. If the jurisdiction intends to use HTF funds for homebuyer assistance and does not use the HTF affordable homeownership limits for the area provided by HUD, it must determine 95 percent of the median area purchase price and set forth the information in accordance with §93.305. If the jurisdiction will not use HTF funds to assist first-time homebuyers, enter "N/A".

8. limited Beneficiaries or Preferences. Describe how the jurisdiction will limit the beneficiaries or give preferences to a particular segment of the extremely low- or very low-income population to serve unmet needs identified in its consolidated plan or annual action plan. If the jurisdiction will not limit the beneficiaries or give preferences to a particular segment of the extremely low- or very low-income population, enter "N/A."

Any limitation or preference must not violate nondiscrimination requirements in § 93.350, and the jurisdiction must not limit or give preferences to students. The jurisdiction may permit rental housing owners to limit tenants or give a preference in accordance with § 93.303 only if such limitation or preference is described in the action plan.

9. Refinancing of Existing Debt. Enter or attach the jurisdiction's refinancing guidelines below. The guidelines describe the conditions under which the jurisdiction will refinance existing rental housing project debt. The jurisdiction's refinancing guidelines must, at minimum, demonstrate that rehabilitation is the primary eligible activity and ensure that this requirement is met by establishing a minimum level of rehabilitation per unit or a required ratio between rehabilitation and refinancing. If the jurisdiction will not refinance existing debt, enter "N/A."

Discussion:



City of Hattiesburg, MS

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

Master

File Number: 2017-584

File ID: 2017-584

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 07/31/2017

Brief Title: Suspension of All COH Permitting Fees for Additional
30 Days, Tornado 1-21-17

Final Action: 08/08/2017

Minute Book Number: MB2017-338

Title:

Authorize suspension of all City of Hattiesburg permitting fees for an
additional of 30 days for anyone affected by the 1/21/17 tornado.

Notes: Kermas says he has spoken with Steve Mitchell; Steve says 30 days extension will allow enough
time.

Agenda Date: 08/08/2017

Indexes:

Agenda Number:

Sponsors:

Enactment Date:

Attachments:

Enactment Number:

Contact:

Meeting Date: 08/08/2017

Drafter: Lisa Luu

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	08/08/2017					
1	City Council	08/08/2017	Authorize				Pass
Action Text: A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Authorize suspension of all City of Hattiesburg permitting fees for an additional 30 days for anyone affected by the 1/21/17 tornado.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							
Yea: 5 Council Member George Council Member Delgado Council President Carroll Council Vice President Dryden Council Member Brown							

Text of Legislative File 2017-584

Title

Authorize suspension of all City of Hattiesburg permitting fees for an additional of 30 days for anyone affected by the 1/21/17 tornado.

Summary

Authorize suspension of all City of Hattiesburg permitting fees for an additional of 30 days for anyone affected by the 1/21/17 tornado.

Budget Information

Expenditure Type

Purchasing Item

Publication Information



City of Hattiesburg, MS

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

Master

File Number: 2017-561

File ID: 2017-561

Type: Regular Agenda Item

Status: Agenda Ready

Version: 2

Reference:

In Control: City Council

Requester:

File Created: 07/31/2017

Brief Title: Acknowledge receipt of \$5,000 check for training conducted in March 2017 by the Hattiesburg Fire Department

Final Action:

Minute Book Number: MB2017-341

Title: Acknowledge receipt of \$5,000 check for training conducted in March 2017 by the Hattiesburg Fire Department with Georgia Pacific (New Augusta); authorize acceptance of check and deposit of funds to the fire department's budget for minor fire fighting equipment.

Notes:

Agenda Date: 08/08/2017

Indexes:

Agenda Number:

Sponsors:

Enactment Date:

Attachments: Training Invoice and Check for Georgia Pacific 2017

Enactment Number:

Contact:

Meeting Date: 08/08/2017

Drafter: Linda Montgomery

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	08/08/2017					
2	City Council	08/08/2017					

Text of Legislative File 2017-561

Title

Acknowledge receipt of \$5,000 check for training conducted in March 2017 by the Hattiesburg Fire Department with Georgia Pacific (New Augusta); authorize acceptance of check and deposit of funds to the fire department's budget for minor fire fighting equipment.

Summary

Acknowledge receipt of \$5,000 check for training conducted in March 2017 by the Hattiesburg Fire Department with Georgia Pacific (New Augusta); authorize acceptance of check and deposit of funds

to the fire department's budget for minor fire fighting equipment.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Invoice

Description

1) Propane Gas	$400 \times 2.50 = \$1000$
2) Personnel	$100 \times 16 = \$1600$
3) Equipment	$400 \times 4 = \$1600$
4) Miscellaneous	<u>\$800</u>
Total	\$5000

Explanation of Charges

- 1) Propane gas used to burn props.
- 2) Personnel: is per hour, time is total number of hours worked.
- 3) Equipment: All equipment used (hose, nozzles, turnout gear, SCBA, etc.)
- 4) Miscellaneous: All things not covered under equipment. (Burn Props, etc.)

This is for training done with the fire brigade from Georgia Pacific (New Augusta) on March 9th, 16th, 23rd and the 30th.

1120

Hot Zone USA, LLC

PO Box 120008
Clermont, FL 34712
352-557-4621

BB&T
BRANCH BANKING AND TRUST COMPANY
FLORIDA

63-9138/2631

 EZShieldSM Check Fraud
Protection for Business

6/8/2017

PAY TO THE
ORDER OF

City of Hattiesburg - Fire Department

\$ **5,000.00

Five Thousand and 00/100*****

DOLLARS

Security features. Details on back.



City of Hattiesburg - Fire Department

Robert Stephens

Battalion Chief/Director of Training

53 Academy Dr

Hattiesburg, MS 39401

MEMO

GP Leaf River



AUTHORIZED SIGNATURE



ot Zone USA, LLC

1120

City of Hattiesburg - Fire Department

Date	Type	Reference	Original Amt.	Balance Due	6/8/2017 Discount	Payment
3/28/2017	Bill	GP Leaf River	5,000.00	5,000.00		5,000.00
					Check Amount	5,000.00

BB&T 9229

GP Leaf River

5,000.00



City of Hattiesburg, MS

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

Master

File Number: 2017-591

File ID: 2017-591

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 07/31/2017

Brief Title: Authorize issuance of manual check for CDBG
Program Claim. {Entitlement CDBG}

Final Action:

Minute Book Number: MB2017-342

Title:

Authorize issuance of manual check for CDBG Program Claim. {Entitlement
CDBG}

Notes:

Agenda Date: 08/08/2017

Indexes:

Agenda Number:

Sponsors:

Enactment Date:

Attachments: Memorandum for CDBG Payment

Enactment Number:

Contact:

Meeting Date: 08/08/2017

Drafter: Clarence Williams

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	08/08/2017					
1	City Council	08/08/2017					

Text of Legislative File 2017-591

Title

Authorize issuance of manual check for CDBG Program Claim. {Entitlement CDBG}

Summary

Authorize issuance of manual check for CDBG Program Claim. {Entitlement CDBG}

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: La'Keylah White
Department of Federal & State Programs

SUBJECT: Authorize issuance of manual check for CDBG Program Claim.

DATE: August 8, 2017

Recipient:	Breakthrough Community Services
Activity:	Emergency/Minor Home Repair
Program:	CDBG
Project Site:	507 Miller Street
Amount Requested:	\$6,463.00
Purpose of Request:	Payment Request #1
Work Provided by:	Bradley Construction



"Breaking the Shackles of Poverty through Services"

Breakthrough Community Services, Inc.

1313 Country Club Road

Hattiesburg, MS 39401

P 601-582-3475

F 601-582-0149

INVOICE

REIMBURSEMENT

BILL TO:

City of Hattiesburg

Department of Federal & State Programs

P. O. Box 1898, Hattiesburg, MS 39401

Phone: 601.545.4558

Project	Contractor	Property Address	Invoice	Date
Emergency Repair	Bradley Construction	507 Miller Street	01	July 28, 2017

Quantity	Description	Unit Price	Total
1	Emergency Repair work – see invoice attached for repairs listed Exterior roof repairs completed (per the work write-up & inspection)		6,463.00
			\$6,463.00

Make all checks payable to **Breakthrough Community Services, Inc.**

THANK YOU FOR YOUR BUSINESS!

Bradley Construction Co. LLC

Billy Bradley

4117 Hwy 26 West

Lucedale, MS 39452

(601)947-0604

INVOICE

Breakthrough Community Services LLC

1313 Country Club Road

Hattiesburg, MS 39452

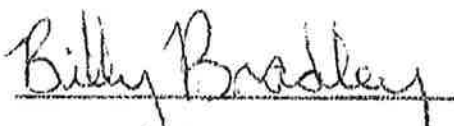
Homeowner: Wanda Watts

507 Miller Street

Hattiesburg, MS

1. Remove and replace approx.1147 sq. ft. of metal	\$4,588.00
2. Rise lapboard to get out sage as much as possible	\$350.00
3. Add framing lumber where needed	\$500.00
4. Change boot around hot water vent pipe	\$100.00
5. Remove and replace two roof turbine	\$400.00
6. Remove protruding nails on roof and seal holes where nails were removed and replace shingles where needed	\$525.00

Total \$6,463.00


Contractor

07/27/2017

Date

BREAKTHROUGH COMMUNITY SERVICES, INC.
COUNSELING & EDUCATION ACCOUNT

1548

Vendor: Bradley Construction
For: request #1 roof repairs completed at 507 Miller
Date: 07/28/2017 Amount: 6,463.00
INVOICE INVOICE INVOICE
DATE NUMBER DESCRIPTION INVOICE DIST.
07/28/2017 3 request #1 roof repairs c: 6,463.00 050136

DIST.
AMOUNT
6,463.00

BREAKTHROUGH COMMUNITY SERVICES, INC.
COUNSELING & EDUCATION ACCOUNT
TAX ID #31-1676092
1313 COUNTRY CLUB ROAD
HATTIESBURG, MISSISSIPPI 39401

TRUSTMARK NATIONAL BANK
HATTIESBURG, MISSISSIPPI

85-27/653

1548

NUMBER

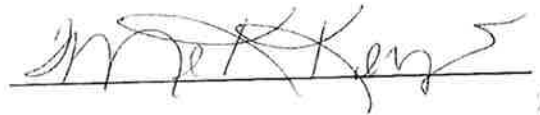
1548

DATE AMOUNT
07/28/2017 *****6,463.00

SIX THOUSAND FOUR HUNDRED SIXTY THREE DOLLARS AND NO CENTS

PAY
TO THE
ORDER
OF

Bradley Construction
4117 Highway 26 West
Lucedale MS 39452



For: request #1 roof repairs completed at 507 Miller

BREAKTHROUGH COMMUNITY SERVICES, INC.
COUNSELING & EDUCATION ACCOUNT

1548

1548

Vendor: Bradley Construction
For: request #1 roof repairs completed at 507 Miller
Date: 07/28/2017 Amount: 6,463.00
INVOICE INVOICE INVOICE
DATE NUMBER DESCRIPTION INVOICE DIST.
07/28/2017 3 request #1 roof repairs c: 6,463.00 050136

DIST.
AMOUNT
6,463.00

City of Hattiesburg, MS

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



Meeting Agenda - Final

Tuesday, August 8, 2017

5:00 PM

Council Chambers

City Council - Work Session

2017-2018 Budget Presentations

- 1. Fire Department**
- 2. Police Department**
- 3. Public Works**
- 4. Court**
- 5. Engineering**