

City of Hattiesburg, MS

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



Meeting Agenda

Tuesday, December 4, 2012

4:30 PM

Council Chambers

City Council

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

for the November 5, 6, 19 and 20, 2012, City Council meetings

V. PRESENTATION AGENDA**VI. POLICY AGENDA****VI.-1 2012-1373**

Adopt a resolution requesting the introduction and passage of a bill entitled "Citizens for Economic Development Act" (CEDA)

Attachments: CEDA Resolution

VI.-2 2012-1372

Adopt a Resolution authorizing Requisition No. 12 from the Project Fund Construction Account in connection with that certain loan agreement, dated as of March 29, 2012, by and between the Mississippi Development Bank and the City of Hattiesburg.

Attachments: Bond Requisition No.12
executed Bond Requisition No.12

VI.-3 2012-1365

APPROVE OR DENY the preliminary plat for the Whispering Pines, filed by Land Management, LLC., and represented by Rob Tatum on behalf of Tatum Capital, LLC., for certain undeveloped property located at Veterans Memorial Drive (Parcel: 169-10125-1 (portion of), Ward 5); Hattiesburg Planning Commission recommended to APPROVE on November 15, 2012.

Attachments: November Minutes.pdf
Whispering Pines.pdf

VI.-4 2012-1352

TAKE FROM THE TABLE to Authorize Mayor to execute contract with Thompson Engineering for Professional Services for Phase 2 of the Twin Forks Rising project.

Attachments: Thompson Engineering Contract, Twin Forks Rising
Letter, Thompson Engineering, 11-20-12
Revised Contract, Thompson Engineering, 11-20-12

VI.-5 2012-1357

Approve Memorandum of Understanding (MOU) with MDOT in the amount of \$1,046,000.00 for Improvements and Extension of Martin Luther King Avenue Project No. STP-8761-00(002) LPA/106505-701000; Authorize Mayor to execute in duplicate.

Attachments: MOU HBG 106505
executed MOU HBG 106505

VI.-6 2012-1362

Authorize Mayor to execute grant closeout package in triplicate for KCDBG grant No. R-103-205-01-KED (WisPak).

Attachments: Closeout Package -WISPAK
executed Closeout Package -WISPAK

VI.-7 2012-1363

Authorize Mayor to execute grant closeout package in triplicate for KCDBG grant No. R-110-205-01-GZ (Fire Station).

Attachments: Closeout Package - Fire Station
executed Closeout Package - Fire Station

VI.-8 2012-1369

Approve Amendment to the Public Services agreement with Pinebelt Community Services (found at MB 2012-1 / 153) to amend the budget and include "Equipment" as an allowable budget item (no change to total proposed expenditure) and authorize Mayor to execute agreement in triplicate for same. {Entitlement - CDBG}

Attachments: AMENDMENT - Pinebelt Community Services Meals Program 2012 Subrecipier
executed AMENDMENT - Pinebelt Community Services Meals Program 2012 S

VI.-9 2012-1368

Authorize the Mayor to execute a HOME Program Downpayment Assistance Award in the amount of \$10,000 to Rena-Mae Anderson, and approve and authorize issuance of a manual check for the same, per attached memorandum. {Entitlement}

Attachments: MEMORANDUM-DPA Manual Checks-HOME
GRANT RECIPIENT AGREEMENT - Anderson
executed GRANT RECIPIENT AGREEMENT - Anderson

VI.-10 2012-1383

Authorize Mayor to execute contract with Thompson Engineering for Professional Services for Phase 2 of the Twin Forks Rising project.

Attachments: Thompson Engineering Contract, Twin Forks Rising Letter, Thompson Engineering, 11-20-12
Revised Contract, Thompson Engineering, 11-20-12
executed Thompson Engineering Contract, Twin Forks Rising
Executed Twin Forks

VII. ROUTINE AGENDA**VII.-1** 2012-1360

Acknowledge receipt of two-bid purchase docket report for period of October 30, 2012, through November 26, 2012 as provided for in Section 31-7-13(B) of the Mississippi Code of 1972.

Attachments: 12-04-Two Quote Docket.pdf

VII.-2 2012-1348

Acknowledge donation from Dixie Pipeline Company LLC, in the amount of Two Hundred Seventy-Five dollars and zero cents (\$275.00) to the City of Hattiesburg Fire Department to be placed in the Municipal Fire Protection fund to purchase fire protection equipment, etc.

Attachments: Dixie Pipeline Donation 2012

VII.-3 2012-1361

Acknowledge Receipt of Bids on November 15, 2012 for Term Bid Item #36 - Asphalt (Hot Mix) and Sand Asphalt for the Public Services Department and accept the bids as per recommendation as the lowest and best bids received that meet the City's advertised specifications.

Attachments: 12-04-Accept PS Term Bid #36.pdf

VII.-4 2012-1356

Acknowledge bids received November 8, 2012 for the Comprehensive Sewer and Water Investment Project (COMSWIP) Sewer Phase IV, and award contract to Suncoast Infrastructure, Inc. in the amount of \$509,240.00 as the lowest and best bid; authorize Mayor to execute contract for same upon preparation.

Attachments: Bid Tab

VII.-5 2012-1366

Approve plans and specifications for James Street Water Plant Well No. 3 Project No. R-110-205-02-GZ; Authorize advertisement for bids for same.

Attachments: 1237C Well 3 Plans 2012-11-27[1]
 1237C Specs[1]
 1237C ADVERTISEMENT FOR BIDS

VII.-6 2012-1367

Approve Specifications for Jackie Dole Sherrill Community Center Auditorium Floor Renovation, and Authorize Advertisement for Bid for Same

Attachments: Jackie Dole Auditorium Flooring Specifications 1
 Jackie Dole Auditorium Flooring Drawings 1

VII.-7 2012-1370

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

Attachments: MEMORANDUM-Manual Checks-CDBG
 CDBG Supporting Docs

VII.-8 2012-1371

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

Attachments: MEMORANDUM-Manual Checks-HOME
 HOME Supporting Docs

VII.-9 2012-1364

Approve sale of grave space, per attached memo.

Attachments: Grave Spaces 12-4-2012
 executed Grave Spaces 12-4-2012

VII.-10 2012-1374

Approve claims docket for the period ending November 30,2012.

Attachments: 12-4-12 claims docket
 ADDENDUM 12.3.2012

VII.-11 2012-1380

Authorize publication of Notice to Bidders for Municipal Depositories for the two (2) year period beginning January 1,2013 through December 31, 2014.

Attachments: 2 year Depositories



City of Hattiesburg, MS

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

Master

File Number: 2012-1373

File ID: 2012-1373

Type: Regular Agenda Item

Status: Tabled

Version: 1

Reference:

In Control: City Council

File Created: 11/23/2012

Brief Title: Resolution requesting the introduction and passage of a bill entitled "Citizens for Economic Development Act" (CEDA)

Final Action:

Minute Book Number: MB2012-1/410 Tabled

Title:

Adopt a resolution requesting the introduction and passage of a bill entitled "Citizens for Economic Development Act" (CEDA)

Notes:

Sponsors:

Enactment Date:

Attachments: CEDA Resolution

Enactment Number:

Contact:

Meeting Date: 12/03/2012

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	12/04/2012	Table				Pass
Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Table to Adopt a resolution requesting the introduction and passage of a bill entitled "Citizens for Economic Development Act" (CEDA)							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Ware and Naylor							
Nays: 0							
Yea: 5 President Bradley Council Member Delgado Council Member Carroll Vice President Ware Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2012-1373

Title

Adopt a resolution requesting the introduction and passage of a bill entitled "Citizens for Economic Development Act" (CEDA)

Summary

Adopt a resolution requesting the introduction and passage of a bill entitled "Citizens for Economic Development Act" (CEDA)

Budget Information

Expenditure Type

Purchasing Item

Publication Information

RESOLUTION
CITIZENS FOR ECONOMIC DEVELOPMENT ACT (CEDA)

WHEREAS, economic development occurs where infrastructure and municipal services can be provided easily, efficiently, and at a reasonable cost; and

WHEREAS, municipal services provide drinking water, utilities, sewer disposal, police and fire protection, maintenance of roads and many other services to local businesses and industries which provide jobs and employment to local citizens; and

WHEREAS, good infrastructure is essential to economic development and job creation; and

WHEREAS, many municipalities in Mississippi don't have access to adequate capital and the municipalities do not have sufficient statutory authority or enough debt capacity to borrow money for essential and costly public projects, many of which are directly tied to economic development and quality of life; and

WHEREAS, the use of an optional sales tax could save municipalities substantial amounts of taxpayer money on bond project interest payments because projects could be paid off in a shorter period of time; and

WHEREAS, a municipal project funded by the provisions of the Citizens for Economic Development Act (CEDA) would represent the vote and approval of the local citizens; and

WHEREAS, the details of each project approved by voters under the Citizens for Economic Development Act (CEDA) would be specifically set forth and the local sales tax funding such project would immediately cease upon the final debt payment; and

WHEREAS, other states in our region have enacted similar laws as the Citizens for Economic Development Act (CEDA) to provide their local constituents with an opportunity to fund essential economic development projects.

NOW, THEREFORE BE IT RESOLVED that the Mayor and City Council of the City of Hattiesburg requests the introduction and passage of a bill entitled "Citizens for Economic Development Act" (CEDA). Specifically, we are requesting that the Mississippi Legislature pass this bill and the Governor sign it into law. This bill would allow citizens of a municipality the option of voting on the imposition of a local sales tax. The purpose of this legislation is to locally fund, without impacting the State general fund budget, the implementation and completion of special projects which would enhance the quality of life of local citizens and improve economic development opportunities for the municipality as well as the State. This general enabling legislation will be available to any municipality and will require the voters of such locality to approve any special projects funded thereunder, with the following characteristics:

- I. An "UP-Front" (60% vote for passage) referendum in order for the tax to be levied;
- II. A sales tax of no more than 1% on goods currently taxes at 7%. Tax monies collected by the municipality are forwarded to the Sate and then returned to the municipality to undertake and complete citizen approved projects;
- III. The tax ceases and is discontinued immediately upon retirement of project indebtedness. CEDA is project specific and time limited.

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

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 4th day of December, 2012.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 4th day of December, 2012.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



City of Hattiesburg, MS

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

Master

File Number: 2012-1372

File ID: 2012-1372

Type: Resolution

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 11/23/2012

Brief Title: Project Resolution Requisition No. 12 - 2012 Bonds

Final Action: 12/04/2012

Minute Book Number: MB2012-1/410

Title:

Adopt a Resolution authorizing Requisition No. 12 from the Project Fund Construction Account in connection with that certain loan agreement, dated as of March 29, 2012, by and between the Mississippi Development Bank and the City of Hattiesburg.

Notes:

Sponsors:

Enactment Date:

Attachments: Bond Requisition No.12, executed Bond Requisition No.12

Enactment Number:

Contact:

Meeting Date: 12/04/2012

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	12/04/2012	Authorize				Pass
Action Text: A MOTION was made by Council Vice President Ware and seconded by Council Member Carroll to Adopt a Resolution authorizing Requisition No. 12 from the Project Fund Construction Account in connection with that certain loan agreement, dated as of March 29, 2012, by and between the Mississippi Development Bank and the City of Hattiesburg.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Ware and Naylor							
Nays: 0							
Yea: 5 President Bradley Council Member Delgado Council Member Carroll Vice President Ware Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2012-1372

Title

Adopt a Resolution authorizing Requisition No. 12 from the Project Fund Construction Account in connection with that certain loan agreement, dated as of March 29, 2012, by and between the Mississippi Development Bank and the City of Hattiesburg.

Summary

Adopt a Resolution authorizing Requisition No. 12 from the Project Fund Construction Account in connection with that certain loan agreement, dated as of March 29, 2012, by and between the Mississippi Development Bank and the City of Hattiesburg.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

The City Council of the City of Hattiesburg, Mississippi (the "City") acting for and on behalf of the City, took up for consideration the matter of requesting and authorizing Requisition No. 12 from the Project Fund Construction Account in connection with the loan agreement between the Mississippi Development Bank and the City dated March 29, 2012. After discussion of the subject, Council Member _____ offered and moved for the adoption of the following resolution:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE "CITY") AUTHORIZING REQUISITION NO. 12 FROM THE PROJECT FUND CONSTRUCTION ACCOUNT IN CONNECTION WITH THAT CERTAIN LOAN AGREEMENT, DATED AS OF MARCH 29, 2012, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE CITY.

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

Whereas, the City Council of the City now finds it necessary to approve Requisition No. 12 from the Project Fund Construction Account under the Loan in the total aggregate amount of \$117,656.35 for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

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

SECTION 1. The City Council of the City hereby authorizes and approves Requisition No. 12 from the Project Fund Construction Account under the Loan in the total aggregate amount of One hundred seventeen thousand six hundred fifty-six and 35/100 dollars (\$117,656.35) for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

SECTION 2. The City Council hereby directs Hancock Bank, as Trustee to disburse funds of Requisition No. 12 in the total aggregate amount of One hundred seventeen thousand six hundred fifty-six and 35/100 dollars (\$117,656.35) as authorized herein, as more particularly described in Exhibit A.

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

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

YEAS:

NAYS:

The President thereby declared the motion carried and the resolution adopted, this the 4th day of December, 2012.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 4th day of December, 2012.

CITY CLERK

MAYOR

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

EXHIBIT A

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
7.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	094695.7220.51	\$ 10,200.00	17187	MB 2011-4/89-110 Design Services for Sewer Improvements Phase IV for period 9/23/12 - 10/27/12.
8.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	to be assigned	\$ 2,700.00	17185	MB 2011-4/89-110 Design Services for Wesley Water Treatment Plant Well for period 9/23/12 - 10/27/12 MB 2011-4/89-110
			<u>\$ 117,656.35</u>		

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

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

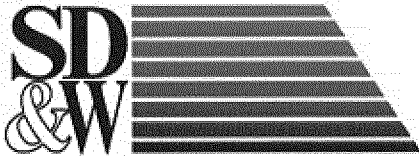
TO: Hancock Bank
The Quarter Specialty Center
1855 Lakeland Drive, Suite Q-230
Jackson, Mississippi 39216
ATTN: Trust and Financial Services Group

REQUISITION NO.: 12

DATE OF REQUISITION: 12/4/2012

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
1.	Greenbriar DSLP 1941 Hwy 550 NW Brookhaven, MS 39601	094695.7245.18	\$ 25,396.35	Pay App #4	Construction of water system rehabilitation at Country Club area for period 10/1/12 - 10/31/12.
2.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	094695.7220.49	\$ 1,122.50	17172	MB 2012-1/106 Construction Management for Sewer Improvements Phase I for period 9/23/12-10/27/12. MB 2011-4/89-110
3.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	094695.7245.28	\$ 46,647.50	17173	Construction Management for Hwy 98 Fire Lines for period through 9/23/12-10/27/12. MB 2011-4/89-110
4.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	094695.7245.04	\$ 2,600.00	17175	Construction Management on Hwy 98 Elevated Water Tank for period 9/23/12-10/27/12 MB 2011-4/89-110
5.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	094695.7245.03	\$ 1,350.00	17174	Design services on Hwy 98 Booster Station for period 9/23/12 - 10/27/12 MB 2011-4/89-110
6.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	094695.7245.18	\$ 27,640.00	17196	Construction Management of water system rehabilitation at Country Club area for period 7/26/12 - 8/25/12 MB 2007-5/509-512 &

OR 140037



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

RECEIVED
11-7-12

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

November 01, 2012
Project No: 1273-S001
Invoice No: 17172

Manager Kyle Wallace
Project 1273-S001 Columbia St, Corrine St, Duke Ave, Carlisle Dr., U.S Hwy 49 S, WST Tatum Blvd.

Professional Services for the Period: September 23, 2012 to October 27, 2012

Phase CM Construction Management - Columbia St.

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

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

Professional Personnel

	Hours	Rate	Amount
CONSTRUCTION OBSERVER			
Phillips, Michael	3.50	85.00	297.50
PROJECT ENGINEER			
Wallace, Kyle	5.50	150.00	825.00
Totals	9.00		1,122.50
Total Labor			1,122.50
TOTAL			\$1,122.50
			\$1,122.50

APPROVED FOR PAYMENT

DATE 11/16/12

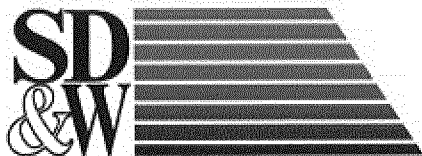
SIGNATURE [Signature]

094695.7220.49

MB 2011-4/89-110

ENTERED

CR 140038



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

RECEIVED
11-7-12

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

November 01, 2012
Project No: 1273-W001
Invoice No: 17173

Manager Kyle Wallace

Project 1273-W001 Hwy 98 West Fire Lines

Professional Services for the Period: September 23, 2012 to October 27, 2012

Phase CM Hwy 98 W Fire Lines - Construction Mgt

Professional Personnel

	Hours	Rate	Amount	
Auto Cad Technician				
Sullivan, Richard	2.50	85.00	212.50	
Construction Observer				
McLendon, Gerald	258.50	85.00	21,972.50	
Phillips, Michael	192.50	85.00	16,362.50	
Project Engineer				
Sellers, Bennie	16.50	150.00	2,475.00	
Wallace, Kyle	37.50	150.00	5,625.00	
Totals	507.50		46,647.50	
Total Labor				46,647.50
		TOTAL		\$46,647.50
				\$46,647.50

APPROVED FOR PAYMENT

DATE 11/14/12

SIGNATURE

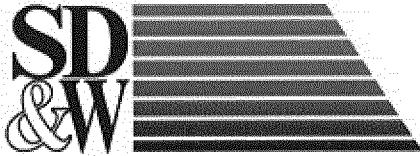
[Signature]

094695.7245.28

MB 2011-4/89-110

ENTERED

OR 140040



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

RECEIVED
11-7-12

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

November 01, 2012
Project No: 1273-W003
Invoice No: 17175

Manager Kyle Wallace
Project 1273-W003 Highway 98 West Elevated Tank
Professional Services for the Period: September 23, 2012 to October 27, 2012
Phase CM Hwy 98 West Elevated Tank - Construction

Professional Personnel

	Hours	Rate	Amount	
Engineering Intern				
Joseph, Marcelin	15.50	100.00	1,550.00	
Project Engineer				
Wallace, Kyle	7.00	150.00	1,050.00	
Totals	22.50		2,600.00	
Total Labor				2,600.00
		TOTAL		\$2,600.00
				\$2,600.00

APPROVED FOR PAYMENT

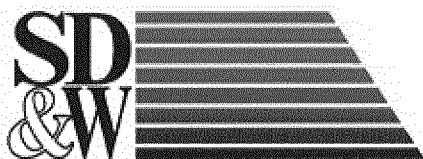
DATE 11/16/12

SIGNATURE [Signature]

094695. 7245.04
MB 2011-4/89-110

ENTERED

OR 140039



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

RECEIVED
11-7-12

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

November 01, 2012
Project No: 1273-W002
Invoice No: 17174

Manager Kyle Wallace
Project 1273-W002 Hwy 98 West Booster Station
Professional Services for the Period: September 23, 2012 to October 27, 2012
Phase CM Hwy 98 W Booster Sta - Construction Mgmt

Professional Personnel

	Hours	Rate	Amount	
Project Engineer				
Wallace, Kyle	9.00	150.00	1,350.00	
Totals	9.00		1,350.00	
Total Labor				1,350.00
		TOTAL		\$1,350.00
				\$1,350.00

APPROVED FOR PAYMENT

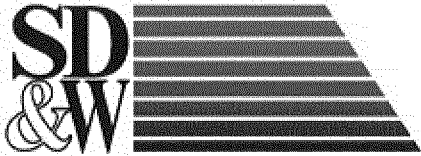
DATE 11/16/12

SIGNATURE

094695.7245.03

MTB 2011-4/89-110

ENTERED



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

RECEIVED
11-7-12

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

November 07, 2012
Project No: 1242.001
Invoice No: 17196

Manager Shea McNease
Project 1242.001 Water System Rehab at Hattiesburg Country Club Area

Professional Services for the Period: September 23, 2012 to October 27, 2012

Phase CM CONSTRUCTION MANAGEMENT

Professional Personnel

	Hours	Rate	Amount	
Construction Observer				
Phillips, Michael	16.00	85.00	1,360.00	
Tingle, William	198.00	85.00	16,830.00	
Project Engineer				
McNease, Shea	61.00	150.00	9,150.00	
Wallace, Kyle	2.00	150.00	300.00	
Totals	277.00		27,640.00	
Total Labor				27,640.00
		TOTAL		\$27,640.00
				\$27,640.00

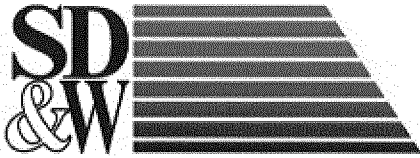
APPROVED FOR PAYMENT

DATE 11/16/12

SIGNATURE [Signature]

094695. 1245.18

MB 2007-5/509-512



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

RECEIVED
11-7-12

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

November 01, 2012
Project No: 1273-S004
Invoice No: 17187

Manager John Weeks
Project 1273-S004 Comprehensive Sewer Imp. Ph IV

Work - In - Progress

Professional Services for the Period: September 23, 2012 to October 27, 2012

Professional Personnel

	Hours	Rate	Amount
PROJECT ENGINEER			
Weeks, John	68.00	150.00	10,200.00
Totals	68.00		10,200.00
Total Labor			10,200.00

10,200.00

\$10,200.00

Outstanding Invoices

Number	Date	Balance
17134	9/26/2012	6,975.00
Total		6,975.00

Total Now Due \$17,175.00

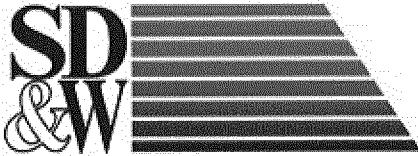
APPROVED FOR PAYMENT

DATE 11/16/12

SIGNATURE [Signature]

094695.7220.51

MB 2011-4/89-110



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

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11-7-12

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

November 01, 2012
Project No: 1273-W006
Invoice No: 17185

Manager John Weeks
Project 1273-W006 Wesley WTP Well
Professional Services for the Period: September 23, 2012 to October 27, 2012
Professional Personnel

	Hours	Rate	Amount	
Weeks, John	18.00	150.00	2,700.00	
Totals	18.00		2,700.00	
Total Labor				2,700.00
				\$2,700.00

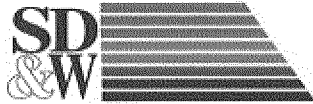
ComSwip

APPROVED FOR PAYMENT

DATE 11/16/12

SIGNATURE

[Signature]



SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS

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

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

PAUL J. SHOWS (1996)

November 6, 2012

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

Attn: Bert Kuyrkendall

Greenbriar DSLP

Re: Water System Rehabilitation in the Hattiesburg Country Club Area
Contract B
City of Hattiesburg

Bert:

Enclosed please find Pay Estimate No. 4 in the amount of \$25,396.35 for the above referenced project.

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

Sincerely,

Shea E. McNease, P.E.
Vice President
Project Engineer

/rs

Enclosure

cc: Jessie Neal, Greenbriar
Steve Tingle, SD&W

094695.7245.18

MB 2012-1/106



GREENBRIAR

1941 Highway 550 NW
Brookhaven, MS 39601-9615
Telephone: 601-833-0975
Fax: 601-833-0986

October 31, 2012

Shea E. McNease, P.E.
Shows, Dearman & Waits, Inc.
P. O. Box 1711
Hattiesburg, Mississippi 39403-1711

RE: CITY OF HATTIESBURG
WATER SYSTEM REHABILITATION
IN THE COUNTRY CLUB AREA - CONTRACT B
GDS PROJECT NO. 1914

Dear Shea:

Please find enclosed Pay Estimate No. Four for the above referenced project.

Please advise if we may be of further assistance.

Sincerely,

GREENBRIAR

Joni Culpepper, Project Coordinator

SUMMARY OF PAY ESTIMATES

ESTIMATE NO.	AMOUNT / DATE	PAYMENT DATE	COMMENTS
ONE	75,191.07 7-30-12	9-4-12	
TWO	60,328.15 9-4-12	10-3-12	
THREE	46,720.23 10-2-12		
FOUR	30,757.20 10-31-12		

CONTRACTOR: GREENBRIAR DSLP
1941 HWY 550 NW
BROOKHAVEN, MS 39601

ORIGINAL CONTRACT: \$254,700.00
CHANGE ORDERS: 0.00
REVISED CONTRACT: \$254,700.00

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

ORIGINAL COMPLETION: January 5, 2013

PROJECT: WATER SYSTEM REHABILITATION IN THE COUNTRY CLUB AREA -- CONTRACT B

ESTIMATE #: FOUR

DATE: OCTOBER 1, 2012 to OCTOBER 31, 2012

	THIS PERIOD AMOUNT	TOTAL TO DATE AMOUNT
BASE BID TOTALS:	35,681.00 30,018.00	224,207.00 218,564.00
STORED MATERIAL:	-3,285.00	0.00
TOTALS EARNED:	32,376.00 26,733.00	224,207.00 218,564.00
AMOUNT RETAINED 5%:	1,618.80 1,336.65	11,210.35 10,928.20
PREVIOUS PAYMENT REQUESTS:	0.00	182,239.45
AMOUNT DUE:	30,757.20 25,396.35	30,757.20 25,396.35

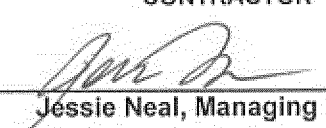
CONTRACTOR Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment number 1 through 3 Inclusive; and (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond acceptable to OWNER).

Dated October 31, 2012

GREENBRIAR DSLP
CONTRACTOR

By:


Jessie Neal, Managing Partner

ENGINEER Recommendation:

This Application (with accompanying documentation) meets the requirements of the Contract Documents and payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 11/6/, 2012

SHOWS, DEARMAN & WAITS, INC.
ENGINEER

By:

OWNER APPROVAL:

BY:


CITY OF HATTIESBURG, MS

DATE:

11/16/12

ESTIMATE NUMBER: FOUR

NAME OF CONTRACTOR: GREENBRIAR DSLLP, 1941 HWY 550 NW, BROOKHAVEN, MS 39601

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

CONTRACT AMOUNT: ORIGINAL \$ 254,700.00

COMPLETION DATE: ORIGINAL January 5, 2013

DATES OF ESTIMATE: OCTOBER 1, 2012 to OCTOBER 31, 2012

PROJECT DESCRIPTION: WATER SYSTEM REHABILITATION IN THE COUNTRY CLUB AREA -- CONTRACT B

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	THIS PERIOD QUANTITY	THIS PERIOD AMOUNT	TOTAL TO DATE QUANTITY	TOTAL TO DATE AMOUNT
1.	Clearing & Grubbing	LS	1	5,000.00	5,000.00	0.30	1,500.00	1	5,000.00
2.	Remove and Replace Pipe Culvert, All Sizes	LF	188	20.00	3,760.00		-		-
3.	Remove and Salvage of Existing Fire Hydrants	EA	1	250.00	250.00	3	750.00	3	750.00
4.	Cut and Cap Existing Water Line to Stay in Service	EA	2	500.00	1,000.00	1	500.00	1	500.00
5.	Granular Material (Class 9, Group C) (Roadway Only)	CY	228	10.00	2,280.00	16	160.00	308	3,080.00
6.	Asphalt Pavement Repair (All Thicknesses) (Roadway Only)	SY	560	33.00	18,480.00	171	5643 + 11,286.00	342	5643 + 11,286.00
7.	6" PVC Water Line, C900, Class 200 (Open Cut)	LF	2,380	13.00	30,940.00	110	1,430.00	2,320	30,160.00
8.	8" PVC Water Line, C900, Class 200 (Open Cut)	LF	4,760	17.00	80,920.00		-	4,778	81,226.00
9.	12" Steel Casing (0.25 WT) (Bored) (All Depths)	LF	180	70.00	12,600.00		-	180	12,600.00
10.	16" Steel Casing (0.25 WT) (Bored) (All Depths)	LF	120	85.00	10,200.00		-	80	6,800.00
11.	16" Steel Casing (0.25 WT) (Open Cut) (All Depths)	LF	30	40.00	1,200.00		-	80	3,200.00
12.	6" Hot Tap w/Valve to Existing 12" Water Line	EA	2	2,000.00	4,000.00	1	2,000.00	2	4,000.00
13.	8" Hot Tap w/Valve to Existing 12" Water Line	EA	1	2,500.00	2,500.00		-	1	2,500.00
14.	Tie Proposed 6" Water Line to Exist 6" Water Line	EA	1	500.00	500.00	1	500.00	2	1,000.00
15.	Tie Proposed 6" Water Line to Exist 6" Water Line (w/Tee)	EA	1	800.00	800.00		-	1	800.00
16.	Tie Proposed 6" Water Line to Exist 8" Water Line (w/Tee)	EA	1	900.00	900.00		-	1	900.00
17.	Tie Proposed 8" Water Line to Exist 8" Water Line (w/Tee)	EA	1	950.00	950.00		-		-
18.	6" Gate Valve	EA	3	750.00	2,250.00		-	3	2,250.00
19.	8" Gate Valve	EA	6	1,050.00	6,300.00		-	6	6,300.00
20.	Three Way Fire Hydrant w/Appurtenances (Incl. Tee, 90 Bend, Pipe, Valve, Hydrant, Etc.)	EA	8	3,000.00	24,000.00		-	8	24,000.00
21.	Blow Off w/Valve	EA	1	400.00	400.00		-	1	400.00
22.	Reconnect Existing Service (Incl. Saddle, Service Tubing, Corp. Stop, Fittings, Etc.) (Meter, Meter Box, and Yokes provided by owner)	EA	117	160.00	18,720.00	71	11,360.00	71	11,360.00
23.	Service Line Bore	LF	1,550	5.00	7,750.00	135	675.00	1,069	5,345.00
24.	Mobilization	LS	1	5,000.00	5,000.00	0.30	1,500.00	1	5,000.00
25.	Maintenance of Traffic	LS	1	2,500.00	2,500.00	0.30	750.00	1	2,500.00
26.	Grassing	LS	1	6,500.00	6,500.00	0.50	3,250.00	0.50	3,250.00
27.	Erosion Control (As Directed)	LS	1	5,000.00	5,000.00		-		-
TOTALS					\$ 254,700.00		\$ 35,661.00		\$ 224,207.00

TOTALS

39,018.60

218,564.00

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

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

CITY OF HATTIESBURG, MISSISSIPPI

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

The City Council of the City of Hattiesburg, Mississippi (the "City") acting for and on behalf of the City, took up for consideration the matter of requesting and authorizing Requisition No. 12 from the Project Fund Construction Account in connection with the loan agreement between the Mississippi Development Bank and the City dated March 29, 2012. After discussion of the subject, Council Member Ware offered and moved for the adoption of the following resolution:

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
HATTIESBURG, MISSISSIPPI (THE "CITY") AUTHORIZING
REQUISITION NO. 12 FROM THE PROJECT FUND CONSTRUCTION
ACCOUNT IN CONNECTION WITH THAT CERTAIN LOAN
AGREEMENT, DATED AS OF MARCH 29, 2012, BY AND BETWEEN THE
MISSISSIPPI DEVELOPMENT BANK AND THE CITY.**

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

Whereas, the City Council of the City now finds it necessary to approve Requisition No. 12 from the Project Fund Construction Account under the Loan in the total aggregate amount of \$117,656.35 for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

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

SECTION 1. The City Council of the City hereby authorizes and approves Requisition No. 12 from the Project Fund Construction Account under the Loan in the total aggregate amount of One hundred seventeen thousand six hundred fifty-six and 35/100 dollars (\$117,656.35) for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

SECTION 2. The City Council hereby directs Hancock Bank, as Trustee to disburse funds of Requisition No. 12 in the total aggregate amount of One hundred seventeen thousand six hundred fifty-six and 35/100 dollars (\$117,656.35) 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 Ware, seconded by Council Member Carroll, and was adopted by the following roll call vote, to wit:

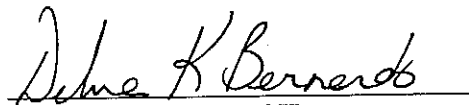
YEAS: Bradley
Delgado
Carroll
Ware
Naylor

NAYS: None

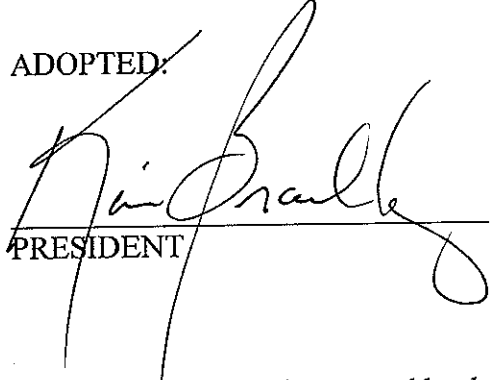
The President thereby declared the motion carried and the resolution adopted, this the 4th day of December, 2012.

(SEAL)

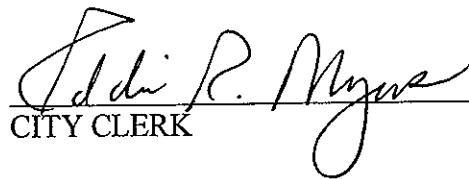
ATTEST:


CLERK OF COUNCIL

ADOPTED:


PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 4th day of December, 2012.


CITY CLERK

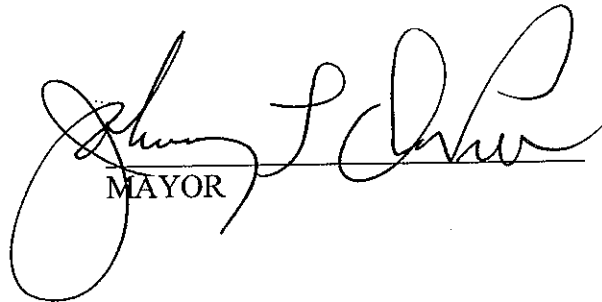

MAYOR

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

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

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

REQUISITION NO.: 12

DATE OF REQUISITION: 12/4/2012

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
1.	Greenbriar DSLP 1941 Hwy 550 NW Brookhaven, MS 39601	094695.7245.18	\$ 25,396.35	Pay App #4	Construction of water system rehabilitation at Country Club area for period 10/1/12 - 10/31/12.
2.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	094695.7220.49	\$ 1,122.50	17172	MB 2012-1/106 Construction Management for Sewer Improvements Phase I for period 9/23/12-10/27/12. MB 2011-4/89-110
3.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	094695.7245.28	\$ 46,647.50	17173	Construction Management for Hwy 98 Fire Lines for period through 9/23/12-10/27/12. MB 2011-4/89-110
4.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	094695.7245.04	\$ 2,600.00	17175	Construction Management on Hwy 98 Elevated Water Tank for period 9/23/12-10/27/12 MB 2011-4/89-110
5.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	094695.7245.03	\$ 1,350.00	17174	Design services on Hwy 98 Booster Station for period 9/23/12 - 10/27/12 MB 2011-4/89-110
6.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	094695.7245.18	\$ 27,640.00	17196	Construction Management of water system rehabilitation at Country Club area for period 7/26/12 - 8/25/12. MB 2007-5/509-512 &

EXHIBIT A

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
7.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	094695.7220.51	\$ 10,200.00	17187	MB 2011-4/89-110 Design Services for Sewer Improvements Phase IV for period 9/23/12 - 10/27/12.
8.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	to be assigned	\$ 2,700.00	17185	Design Services for Wesley Water Treatment Plant Well for period 9/23/12 - 10/27/12 MB 2011-4/89-110
			<u>\$ 117,656.35</u>		



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

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11-7-12

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

November 01, 2012
Project No: 1273-S001
Invoice No: 17172

Manager Kyle Wallace
Project 1273-S001 Columbia St, Corrine St, Duke Ave, Carlisle Dr., U.S Hwy 49 S, WST Tatum Blvd.
Professional Services for the Period: September 23, 2012 to October 27, 2012
Phase CM Construction Management - Columbia St.

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

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

Professional Personnel

	Hours	Rate	Amount
CONSTRUCTION OBSERVER			
Phillips, Michael	3.50	85.00	297.50
PROJECT ENGINEER			
Wallace, Kyle	5.50	150.00	825.00
Totals	9.00		1,122.50
Total Labor			1,122.50
		TOTAL	\$1,122.50
			\$1,122.50

APPROVED FOR PAYMENT
DATE 11/16/12
SIGNATURE [Signature]

094695.7220.49

MB 2011-4/89-110

ENTERED

CR 140058



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

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11-7-12

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

November 01, 2012
Project No: 1273-W001
Invoice No: 17173

Manager Kyle Wallace

Project 1273-W001 Hwy 98 West Fire Lines

Professional Services for the Period: September 23, 2012 to October 27, 2012

Phase CM Hwy 98 W Fire Lines - Construction Mgt

Professional Personnel

	Hours	Rate	Amount	
Auto Cad Technician				
Sullivan, Richard	2.50	85.00	212.50	
Construction Observer				
McLendon, Gerald	258.50	85.00	21,972.50	
Phillips, Michael	192.50	85.00	16,362.50	
Project Engineer				
Sellers, Bennie	16.50	150.00	2,475.00	
Wallace, Kyle	37.50	150.00	5,625.00	
Totals	507.50		46,647.50	46,647.50
Total Labor				
		TOTAL		\$46,647.50
				\$46,647.50

APPROVED FOR PAYMENT

DATE 11/14/12

SIGNATURE

094695.7245.28
MB 2011-4/89-110

ENTERED



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

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11-7-12

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

November 01, 2012
Project No: 1273-W003
Invoice No: 17175

Manager Kyle Wallace
Project 1273-W003 Highway 98 West Elevated Tank
Professional Services for the Period: September 23, 2012 to October 27, 2012
Phase CM Hwy 98 West Elevated Tank - Construction
Professional Personnel

	Hours	Rate	Amount	
Engineering Intern				
Joseph, Marcelin	15.50	100.00	1,550.00	
Project Engineer				
Wallace, Kyle	7.00	150.00	1,050.00	
Totals	22.50		2,600.00	2,600.00
Total Labor				
		TOTAL		\$2,600.00
				\$2,600.00

APPROVED FOR PAYMENT

DATE 11/16/12
SIGNATURE [Signature]

094695. 7245.04

MB 2011-4/89-110

ENTERED



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

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11-7-12

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

November 01, 2012
Project No: 1273-W002
Invoice No: 17174

Manager Kyle Wallace
Project 1273-W002 Hwy 98 West Booster Station
Professional Services for the Period: September 23, 2012 to October 27, 2012
Phase CM Hwy 98 W Booster Sta - Construction Mgmt
Professional Personnel

	Hours	Rate	Amount
Project Engineer			
Wallace, Kyle	9.00	150.00	1,350.00
Totals	9.00		1,350.00
Total Labor			1,350.00
		TOTAL	\$1,350.00
			\$1,350.00

APPROVED FOR PAYMENT
DATE 11/16/12
SIGNATURE [Signature]

044645.7245.03

MB 2011-4/89-110

ENTERED



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

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11-7-12

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

November 07, 2012
Project No: 1242.001
Invoice No: 17196

Manager Shea McNease
Project 1242.001 Water System Rehab at Hattiesburg Country Club Area

Professional Services for the Period: September 23, 2012 to October 27, 2012

Phase CM CONSTRUCTION MANAGEMENT

Professional Personnel

	Hours	Rate	Amount	
Construction Observer				
Phillips, Michael	16.00	85.00	1,360.00	
Tingle, William	198.00	85.00	16,830.00	
Project Engineer				
McNease, Shea	61.00	150.00	9,150.00	
Wallace, Kyle	2.00	150.00	300.00	
Totals	277.00		27,640.00	27,640.00
Total Labor				
		TOTAL		\$27,640.00
				\$27,640.00

APPROVED FOR PAYMENT

DATE 11/15/12

SIGNATURE [Signature]

094695. 1245.18

MB 2007-5/509-512



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

RECEIVED
11-7-12

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

November 01, 2012
Project No: 1273-S004
Invoice No: 17187

Manager John Weeks
Project 1273-S004 Comprehensive Sewer Imp. Ph IV

Work - In - Progress

Professional Services for the Period: September 23, 2012 to October 27, 2012

Professional Personnel

	Hours	Rate	Amount
PROJECT ENGINEER			
Weeks, John	68.00	150.00	10,200.00
Totals	68.00		10,200.00
Total Labor			10,200.00

10,200.00

\$10,200.00

Outstanding Invoices

Number	Date	Balance
17134	9/26/2012	6,975.00
Total		6,975.00

Total Now Due \$17,175.00

APPROVED FOR PAYMENT

DATE 11/14/12

SIGNATURE [Signature]

094695.7220.51

MB 2011-4/89-110



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

RECEIVED
11-7-12

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

November 01, 2012
Project No: 1273-W006
Invoice No: 17185

Manager John Weeks
Project 1273-W006 Wesley WTP Well
Professional Services for the Period: September 23, 2012 to October 27, 2012
Professional Personnel

	Hours	Rate	Amount	
Weeks, John	18.00	150.00	2,700.00	
Totals	18.00		2,700.00	
Total Labor				2,700.00
				\$2,700.00

ComSwip

APPROVED FOR PAYMENT

DATE 11/16/12

SIGNATURE



SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS

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

1400234
RAYMOND M. DEARMAN, P.E., R.L.S.
MICHAEL T. WAITS, P.E., R.L.S.
NICHOLAS M. CONNOLLY, P.E., P.L.S.
KYLE D. WALLACE, P.E.
SHEA E. MCNEASE, P.E.
JOHN T. WEEKS, P.E.
BENNIE J. SELLERS, P.E., R.L.S.
MARCELIN JOSEPH, E.I.

PAUL J. SHOWS (1996)

November 6, 2012

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

Attn: Bert Kuyrkendall

Greenbriar DSLP

Re: Water System Rehabilitation in the Hattiesburg Country Club Area
Contract B
City of Hattiesburg

Bert:

Enclosed please find Pay Estimate No. 4 in the amount of \$25,396.35 for the above referenced project.

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

Sincerely,

Shea E. McNease, P.E.
Vice President
Project Engineer

/rs

Enclosure

cc: Jessie Neal, Greenbriar
Steve Tingle, SD&W

094695.7245.18
MB 2012-1/106



GREENBRIAR

1941 Highway 550 NW
Brookhaven, MS 39601-9615
Telephone: 601-833-0975
Fax: 601-833-0986

October 31, 2012

Shea E. McNease, P.E.
Shows, Dearman & Waits, Inc.
P. O. Box 1711
Hattiesburg, Mississippi 39403-1711

**RE: CITY OF HATTIESBURG
WATER SYSTEM REHABILITATION
IN THE COUNTRY CLUB AREA - CONTRACT B
GDS PROJECT NO. 1914**

Dear Shea:

Please find enclosed Pay Estimate No. Four for the above referenced project.

Please advise if we may be of further assistance.

Sincerely,

GREENBRIAR

Joni Culpepper, Project Coordinator

SUMMARY OF PAY ESTIMATES

GREENBRIAR				
ONE	75,191.07	7-30-12	9-4-12	
TWO	60,328.15	9-4-12	10-3-12	
THREE	46,720.23	10-2-12		
FOUR	30,757.20	10-31-12		

CONTRACTOR: GREENBRIAR DSLP
1941 HWY 550 NW
BROOKHAVEN, MS 39601

ORIGINAL CONTRACT: \$254,700.00
CHANGE ORDERS: 0.00
REVISED CONTRACT: \$254,700.00

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

ORIGINAL COMPLETION: January 5, 2013

PROJECT: WATER SYSTEM REHABILITATION IN THE COUNTRY CLUB AREA -- CONTRACT B

ESTIMATE #: FOUR

DATE: OCTOBER 1, 2012 to OCTOBER 31, 2012

	<u>THIS PERIOD AMOUNT</u>	<u>TOTAL TO DATE AMOUNT</u>
BASE BID TOTALS:	35,661.00	224,207.00
STORED MATERIAL:	-3,285.00	0.00
TOTALS EARNED:	32,376.00	224,207.00
AMOUNT RETAINED <u>5</u> %:	1,618.80	11,210.35
PREVIOUS PAYMENT REQUESTS:	0.00	182,239.45
AMOUNT DUE:	30,757.20	30,757.20

218,564.00
218,564.00
10,928.20
25,365.35
96

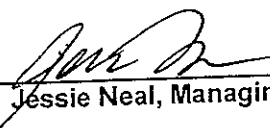
CONTRACTOR Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment number 1 through 3 Inclusive; and (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond acceptable to OWNER).

Dated October 31, 2012

GREENBRIAR DSLP
CONTRACTOR

By:


Jessie Neal, Managing Partner

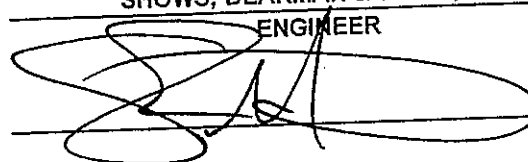
ENGINEER Recommendation:

This Application (with accompanying documentation) meets the requirements of the Contract Documents and payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 11/6/12, 2012

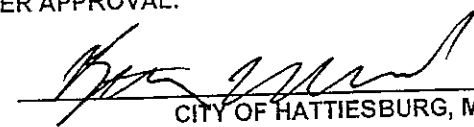
SHOWS, DEARMAN & WAITS, INC.
ENGINEER

By:



OWNER APPROVAL:

BY:


CITY OF HATTIESBURG, MS

DATE:

11/16/12

ESTIMATE NUMBER: FOUR
NAME OF CONTRACTOR: GREENBRIAR DSLP, 1941 HWY 550 NW, BROOKHAVEN, MS 39601
NAME OF OWNER: CITY OF HATTIESBURG, P. O. BOX 1898, HATTIESBURG, MS 39403-1898
CONTRACT AMOUNT: ORIGINAL \$ 254,700.00
COMPLETION DATE: ORIGINAL January 5, 2013
DATES OF ESTIMATE: OCTOBER 1, 2012 to OCTOBER 31, 2012
PROJECT DESCRIPTION: WATER SYSTEM REHABILITATION IN THE COUNTRY CLUB AREA -- CONTRACT B

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	THIS PERIOD QUANTITY	THIS PERIOD AMOUNT	TOTAL TO DATE QUANTITY	TOTAL TO DATE AMOUNT
1.	Clearing & Grubbing	LS	1	5,000.00	5,000.00	0.30	1,500.00	1	5,000.00
2.	Remove and Replace Pipe Culvert, All Sizes	LF	188	20.00	3,760.00		-		-
3.	Remove and Salvage of Existing Fire Hydrants	EA	1	250.00	250.00	3	750.00	3	750.00
4.	Cut and Cap Existing Water Line to Stay in Service	EA	2	500.00	1,000.00	1	500.00	1	500.00
5.	Granular Material (Class 9, Group C) (Roadway Only)	CY	228	10.00	2,280.00	16	160.00	308	3,080.00
6.	Asphalt Pavement Repair (All Thicknesses) (Roadway Only)	SY	560	33.00	18,480.00	171	5,643.60	342	56,436.00
7.	6" PVC Water Line, C900, Class 200 (Open Cut)	LF	2,380	13.00	30,940.00	110	1,430.00	2,320	30,160.00
8.	8" PVC Water Line, C900, Class 200 (Open Cut)	LF	4,760	17.00	80,920.00		-	4,778	81,226.00
9.	12" Steel Casing (0.25 WT) (Bored) (All Depths)	LF	180	70.00	12,600.00		-	180	12,600.00
10.	16" Steel Casing (0.25 WT) (Bored) (All Depths)	LF	120	85.00	10,200.00		-	80	6,800.00
11.	16" Steel Casing (0.25 WT) (Open Cut) (All Depths)	LF	30	40.00	1,200.00		-	80	3,200.00
12.	6" Hot Tap w/Valve to Existing 12" Water Line	EA	2	2,000.00	4,000.00	1	2,000.00	2	4,000.00
13.	8" Hot Tap w/Valve to Existing 12" Water Line	EA	1	2,500.00	2,500.00		-	1	2,500.00
14.	Tie Proposed 6" Water Line to Existing 6" Water Line	EA	1	500.00	500.00	1	500.00	2	1,000.00
15.	Tie Proposed 6" Water Line to Existing 6" Water Line (w/Tee)	EA	1	800.00	800.00		-	1	800.00
16.	Tie Proposed 6" Water Line to Existing 8" Water Line (w/Tee)	EA	1	900.00	900.00		-	1	900.00
17.	Tie Proposed 8" Water Line to Existing 8" Water Line (w/Tee)	EA	3	950.00	2,850.00		-	3	2,850.00
18.	6" Gate Valve	EA	6	750.00	4,500.00		-	6	4,500.00
19.	8" Gate Valve	EA	6	1,050.00	6,300.00		-		
20.	Three Way Fire Hydrant w/Appurtenances (Incl. Tee, 90 Bend, Pipe, Valve, Hydrant, Etc.)	EA	8	3,000.00	24,000.00		-	8	24,000.00
21.	Blow Off w/Valve	EA	1	400.00	400.00		-	1	400.00
22.	Reconnect Existing Service (Incl. Saddle, Service Tubing, Corp. Stop, Fittings, Etc.) (Meter, Meter Box, and Yokes provided by owner)	EA	117	160.00	18,720.00	71	11,360.00	71	11,360.00
23.	Service Line Bore	LF	1,550	5.00	7,750.00	135	675.00	1,069	5,345.00
24.	Mobilization	LS	1	5,000.00	5,000.00	0.30	1,500.00	1	5,000.00
25.	Maintenance of Traffic	LS	1	2,500.00	2,500.00	0.30	750.00	1	2,500.00
26.	Grassing	LS	1	6,500.00	6,500.00	0.50	3,250.00	0.50	3,250.00
27.	Erosion Control (As Directed)	LS	1	5,000.00	5,000.00		-		-
TOTALS					\$ 254,700.00		\$ 35,664.00		\$ 224,207.00

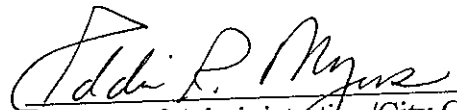
30,018.00

218,564.

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

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

CITY OF HATTIESBURG, MISSISSIPPI

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



City of Hattiesburg, MS

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

Master

File Number: 2012-1365

File ID: 2012-1365

Type: Regular Agenda Item

Status: Passed

Version: 2

Reference:

In Control: City Council

File Created: 11/10/2012

Brief Title: Whispering Pines Preliminary Plat - Veteran
Memorial Drive

Final Action: 12/04/2012

Minute Book Number: MB2012-1/410-411

Title:

APPROVE OR DENY the preliminary plat for the Whispering Pines, filed by Land Management, LLC., and represented by Rob Tatum on behalf of Tatum Capital, LLC., for certain undeveloped property located at Veterans Memorial Drive (Parcel: 169-10125-1 (portion of), Ward 5); Hattiesburg Planning Commission recommended to APPROVE on November 15, 2012.

Notes:

Sponsors:

Enactment Date:

Attachments: November Minutes.pdf, Whispering Pines.pdf

Enactment Number:

Contact:

Meeting Date:

Drafter: Tamika Paige

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	City Council	12/04/2012	Approve				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Carroll to APPROVE the preliminary plat for the Whispering Pines, filed by Land Management, LLC., and represented by Rob Tatum on behalf of Tatum Capital, LLC., for certain undeveloped property located at Veterans Memorial Drive (Parcel: 169-10125-1 (portion of), Ward 5); Hattiesburg Planning Commission recommended to APPROVE on November 15, 2012.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Ware and Naylor							
Nays: 0							

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

TEL-No Vote: 0

Text of Legislative File 2012-1365

Title

APPROVE OR DENY the preliminary plat for the Whispering Pines, filed by Land Management, LLC., and represented by Rob Tatum on behalf of Tatum Capital, LLC., for certain undeveloped property located at Veterans Memorial Drive (Parcel: 169-10125-1 (portion of), Ward 5); Hattiesburg Planning Commission recommended to APPROVE on November 15, 2012.

Summary

Whispering Pines Preliminary Plat - Veterans Memorial Drive

Budget Information

Expenditure Type

Purchasing Item

Publication Information

**MINUTES
OF THE
Special MEETING
OF THE
HATTIESBURG PLANNING COMMISSION
November 15, 2012**

The Hattiesburg Planning Commission met in a Special session on November 15, 2012 at 11:00 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Richard Conville, Chairman, presiding.

Commissioners Present: Robin Roberts
Richard Conville, Chairman
Joseph White, Vice-Chairman
Annie Pope
Judy Corts
Jessie Wilson

Commissioners Absent: Marjorie Chambers
Don McCleskey
Linda McMurtrey, Secretary

Also Present: Pattie Brantley, AICP, Director of Urban Development
Donovan Scruggs, AICP, Planning Manager
Chantell Hypolite, Planner Apprentice

Richard Conville, Chairman, declared the special meeting of the Hattiesburg Planning Commission open and in session at 11:09am.

Invocation: Joseph White, Vice-Chairman

There came the matter of the approval of the Preliminary Plat for Whispering Pines subdivision.

Scruggs provided a report and discussed with the Commissioners and those in attendance the proposed subdivision and development. He informed the commissioners that the project was approved as a P.U.D. and that this proposal is consistent with prior approvals. Comments were provided by Daniel Jussely, Project Manager for Whispering Pines.

Chairman Conville declared the Business Meeting open to vote on the request.

A motion was made to vote to approve the request based on the following reason: The plat shows reasonable form the proposed layout sheets and demonstrates approximate arrangements of lots and utilities.

Motion made by: Jessie Wilson

Motion Seconded by: Annie Pope

Commissioners voting aye: Annie Pope
Robin Roberts
Judy Corts

Joseph White
Jessie Wilson

Commissioners voting nay: None

Commissioners abstaining: None

Based on the affirmative votes, the motion passed.

Other Business:

1. Work Session
2. Midtown Form Based Code Draft

A motion was made by commissioner Conville and seconded by Commissioner White to adjourn the meeting.

The meeting was adjourned at 12:40 p.m.

Richard Conville, Chairman

Chantell Hypolite, Recording Secretary

PLANNING COMMISSION

November 15, 2012

ITEM A

PROPERTY ADDRESS:

Veteran Memorial Dr. North of Timberton, Hattiesburg, MS

Parcel: 169-10125-1 (portion of)

PPIN: 169-10125-1 (portion of)

Ward: 5

PETITIONER/OWNER: Land Management, LLC, and represented by Rob Tatum on behalf of Tatum Capital, LLC

REQUEST: Approval of the preliminary plat for the previously approved planned unit development (PUD)

PREVIOUS PLANNING COMMISSION ACTION ON SURROUNDING PROPERTY: None

SPECIAL DISTRICTS:

Flood District: X (Non Special Flood Hazard Area) and A (100 year Flood Hazard)

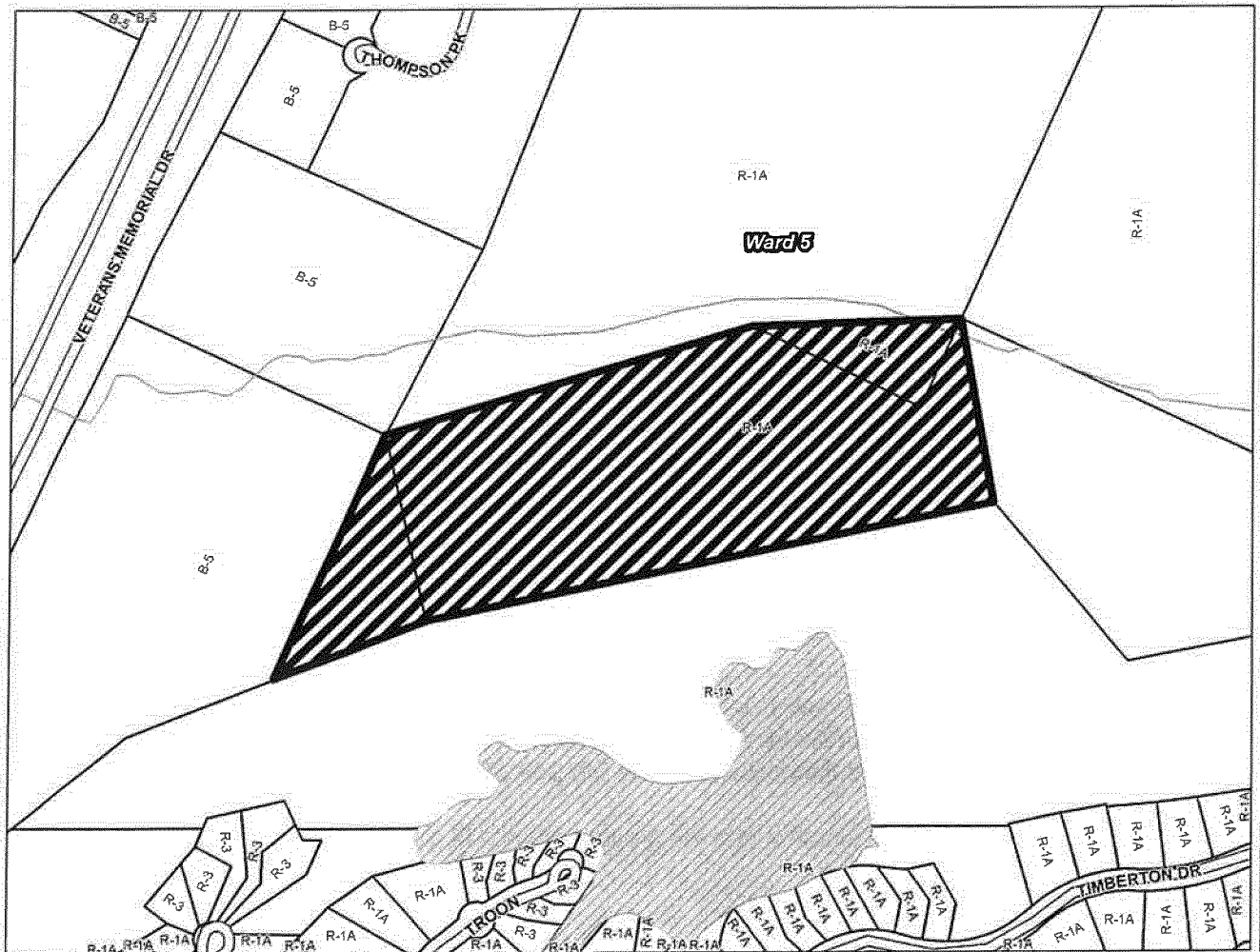
Historic District: N/A

SITE PLAN REVIEW COMMITTEE ACTION:

The project was reviewed by the Site Plan Review committee and approved pending review and approval by the Hattiesburg Planning Commission and City Council.

PUBLIC UTILITIES:

City of Hattiesburg provides water and sewer services to the site.



ITEM A: Whispering Pines/ Veterans Memorial Drive

APPLICABLE LAND DEVELOPMENT CODE REGULATIONS:

The project was approved as a PUD in 2011.

ADJACENT ZONING AND LAND USES:

NORTH: R-1A Single Family Residential District and recreational (Tatum Park)

SOUTH: R-1A Single Family Residential District and recreational (Timberton Golf Course)

EAST: R-1A Single Family Residential District and vacant timber

WEST: B-5 Regional Business District and vacant timber

PHYSICAL SITE CHARACTERISTICS:

The site was recently cleared of its timber for the development of this project.

STREETS & TRAFFIC/PARKING & ACCESS:

The project will include a single access street that will be constructed and dedicated to the City. The street will provide access to Veterans Memorial Drive.

CHARACTER OF THE NEIGHBORHOOD:

The property is located to the east of Veterans Memorial Drive. The area is still largely undeveloped with large tracts of vacant timberland. To the north is Tatum Park, a City owned recreational facility. Also, to the north are the YMCA, a business complex, and Southern Bone and Joint. To the south is the Timberton residential neighborhood and golf course.

FUTURE LAND USE MAP ID: Neighborhood Conservation District 2

The Future Land Use Map depicts this area as a Neighborhood Conservation District 2-Suburban Neighborhoods which is primarily a residential district located in conventional subdivisions developed on large tracts. Other than schools and churches, non-residential uses are typically not found.

These districts include low to moderate density single family residential structures with front and side yards. The overall density is less than downtown and the historic areas.

The following uses should be found in these areas: single family residential, public and quasi-public uses such as churches and schools, and parks.

CONSIDERATIONS:

- The applicant has provided a preliminary plat design for the construction of a PUD. This development will include a nursing home/assisted living facility, independent living apartments and cottages.
- As submitted, the preliminary plat includes three lots of 6.21, 8.07, and 8.17 acres.
- The lots abut the proposed public street.
- Each lot will contain separate retirement or assisted living facilities.
- The site plan review committee has reviewed the plan and has approved the plan, pending Planning Commission approval.

CONSISTENCY WITH COMPREHENSIVE PLAN:

- The proposed site is located in the Single Family Residential District that has been identified as a Planned Unit Development.
- The Neighborhood Conservation District 2 is a residential district and the proposed development is a residential retirement and assisted living development.

CRITERIA FOR APPROVAL:

Section 109.03 The Site Plan Review Committee is required to make a recommendation to the Hattiesburg Planning Commission for approval of a Preliminary Plat. The Planning Commission may accept, alter or deny the recommendation. The action is then forwarded to the City Council.

The plat should show in reasonable form the proposed layout of streets, approximate arrangement of lots and utilities.

**HATTIESBURG PLANNING COMMISSION
PUBLIC HEARING APPLICATION**

For Additional Information contact:
Krishna Bhatt, Land Use Planner
Urban Development -Planning Division; City of Hattiesburg
P. O. Box 1898 (39403); 200 Forrest Street (39401)
ph: 601-545-4591 fax:601-545-1962
E-Mail: kbhatt@hattiesburgms.com

FILED

NOV 09 2012

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

**REQUEST FOR SUBDIVIDING OF
LOT, PARCEL, OR TRACT**

ADDRESS OF PROPERTY: Veterans Memorial Drive
Municipal Number and Street Name

Present Zoning Classification: R-1A and B5 **Ward**

City Tax Parcel Number: 169-0000-029-001.00 PPIN 6976

Subdivision Block and Lot Number: N/A

APPLICANT:

Name: Whispering Pines, LLC

Mailing Address: 16 Bellegrass Boulevard; Hattiesburg, MS 39402

Telephone (W) 601-336-5050 **(H)** **(C)**

REPRESENTED BY:

Name: Rob Tatum

Mailing Address: 16 Bellegrass Boulevard; Hattiesburg, MS 39402

Telephone (W) 601-336-5050 **(H)** **(C)**

CURRENT OWNER(S) OF PROPERTY:

Name: Whispering Pines, LLC

Mailing Address: 16 Bellegrass Boulevard; Hattiesburg, MS 39402

Telephone (W) 601-336-5050 **(H)** **(C)**

1. This property is located on the East side of Veterans Memorial Drive
North/South/East/West Street Name
and lies between Parkway Boulevard and Timberton Drive
Street Name Street Name

2. Property data:

Existing lot/parcel/tract contains 28.75 Acres

Lot Area Requirement: _____

Lot Frontage Requirement: _____

Existing use of lot/parcel/tract Timberlands

To be subdivided into 3 lots/parcels.

Newly subdivided Parcel #1 contains 8.05 Acres

Public Road frontage? Yes X No _____

If yes, name of road(s) Future Access Road

Private Road frontage? Yes _____ No X

If yes, name of road(s) _____

Lot area and frontage requirements comply? Yes X No _____

Newly subdivided Parcel #2 contains 6.21 Acres

Public Road frontage? Yes _____ No X

If yes, name of road(s) Future Access Road

Private Road frontage? Yes _____ No X

If yes, name of road(s) _____

Lot area and frontage requirements comply? Yes X No _____

Newly subdivided Parcel #3 contains 8.17 Acres

Public Road frontage? Yes X No _____

If yes, name of road(s) Future Access Road

Private Road frontage? Yes _____ No X

If yes, name of road(s) _____

Lot area and frontage requirements comply? Yes X No _____

Newly subdivided Parcel #4 contains _____ sq. feet/acres

Public Road frontage? Yes _____ No X

If yes, name of road(s) _____

Private Road frontage? Yes _____ No _____

If yes, name of road(s) _____

Lot area and frontage requirements comply? Yes _____ No _____

Newly subdivided Parcel #__ contains _____ sq. feet/acres

Public Road frontage? Yes _____ No _____

If yes, name of road(s) _____

Private Road frontage? Yes _____ No _____

If yes, name of road(s) _____

Lot area and frontage requirements comply? Yes _____ No _____

Newly subdivided Parcel #__ contains _____ sq. feet/acres

Public Road frontage? Yes _____ No _____

If yes, name of road(s) _____

Private Road frontage? Yes _____ No _____

If yes, name of road(s) _____

Lot area and frontage requirements comply? Yes _____ No _____

Newly subdivided Parcel #__ contains _____ sq. feet/acres

Public Road frontage? Yes _____ No _____

If yes, name of road(s) _____

Private Road frontage? Yes _____ No _____

If yes, name of road(s) _____

Lot area and frontage requirements comply? Yes _____ No _____

Newly subdivided Parcel #__ contains _____ sq. feet/acres

Public Road frontage? Yes _____ No _____

If yes, name of road(s) _____

Private Road frontage? Yes _____ No _____

If yes, name of road(s) _____

Lot area and frontage requirements comply? Yes _____ No _____

Newly subdivided Parcel #__ contains _____ sq. feet/acres

Public Road frontage? Yes _____ No _____

If yes, name of road(s) _____

Private Road frontage? Yes _____ No _____

If yes, name of road(s) _____

Lot area and frontage requirements comply? Yes _____ No _____

Use extra copies of this form if needed for additional lots.

3. Purpose for request: Subdivision for the purpose of rezoning and development

4. Infrastructure required:
Water/Sewer ☒ Gas ☒ Electric ☒ Telephone ☒ Cable ☒ Streets ☒

5. Are there any Land Use Code violations on file on this property with the City? No
If yes, please explain: _____

6. ADJACENT PROPERTY ZONING CLASSIFICATION AND CURRENT USE:

Property to the NORTH: Zoning Classification R-1A
Current use: Tatum Park (Recreational)
Circle current use: Residential ☒ Commercial ☐ Industrial ☐ Vacant ☐

Property to the SOUTH: Zoning Classification R-1A
Current use: Timberton Golf Club
Circle current use: Residential ☒ Commercial ☐ Industrial ☐ Vacant ☐

Property to the EAST: Zoning Classification R-1A
Current use: Timberland
Circle current use: Residential ☐ Commercial ☐ Industrial ☐ Vacant ☒

Property to the WEST: Zoning Classification B-5
Current use: Timberland
Circle current use: Residential ☐ Commercial ☐ Industrial ☐ Vacant ☒

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

NORTH None

SOUTH 30'

EAST None

WEST None

8. Is the property in a Historic or Overlay District? If yes, which district? No

9. Is the property in a Flood District? Yes If Yes, describe zone: Zones A and X

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

Veterans Memorial Boulevard Hattiesburg MS
Street Address City State

In the matter of the subdivision request, and property owner further authorizes the following named person to represent property owner at the public hearing on this petition Rob Tatum on this the 6th day of November, 2012.

[Signature]
Property Owner
Whispering Pines, LLC

STATE OF Mississippi
COUNTY OF Lamar

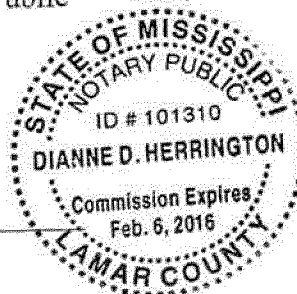
PERSONALLY came and appeared before me the within named, Rob Tatum

attest that he/she/they signed and delivered the above and foregoing instrument as and for his/her/their free act and deed on the day and year therein mentioned, and who acknowledges to me that he/she/they are the owners of the property described in the foregoing Petition for subdividing of property.

[Signature]
Notary Public

MY COMMISSION EXPIRES:

2/6/16



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

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

Veterans Memorial Boulevard
Street Address

Hattiesburg
City

MS.
State

In the matter of the subdivision request, and property owner further authorizes the following named person to represent property owner at the public hearing on this petition Rob Tatum on this the 6th day of November, 2012.

[Signature]
Property Owner

STATE OF Mississippi

COUNTY OF Lamar

PERSONALLY came and appeared before me the within named, Rob Tatum

attest that he/she/they signed and delivered the above and foregoing instrument as and for his/her/their free act and deed on the day and year therein mentioned, and who acknowledges to me that he/she/they are the owners of the property described in the foregoing Petition for subdividing of property.

[Signature]
Notary Public

MY COMMISSION EXPIRES:

2/6/14



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

WITNESS THE SIGNATURES of the APPLICANT of the subject property located at

Veterans Memorial Boulevard Hattiesburg MS,
Street Address City State

on this the 6th day of November, 2012

[Signature]
Applicant

Applicant

STATE OF Mississippi

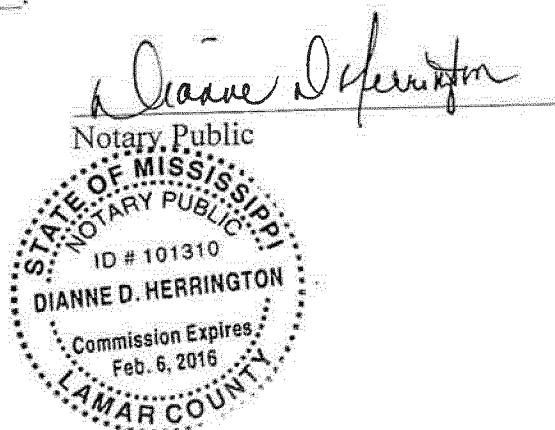
COUNTY OF Lamar

PERSONALLY came and appeared before me the within named, Rob Tatum

attest that he/she/they signed and delivered the above and foregoing instrument as and for his/her/their free act and deed on the day and year therein mentioned, and who acknowledges to me that he/she/they are authorized to represent the owners of the property described in the foregoing Petition for subdividing of property.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 6th day of November, A.D., 2012

MY COMMISSION EXPIRES: 2/6/16



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

STATE OF MISSISSIPPI

COUNTY OF FORREST

700/320
G. R. H.
2/7/5

CORRECTION WARRANTY DEED

For and in consideration of the issuance of an interest as a limited partner in Land Management, Ltd., a Mississippi limited partnership, TLCO Management, Inc., a Mississippi corporation, does hereby grant, bargain, sell, convey, and warrant, unto Land Management, Ltd., a Mississippi limited partnership, the following described real property lying and being situated in Township 4 North, Range 13 West, Forrest County, Mississippi, and more particularly described as follows, to-wit:

See Exhibit "A" attached hereto and made a part hereof.

For the same consideration, the Grantor does hereby grant, bargain, sell, convey, and quitclaim unto Land Management, Ltd., a Mississippi limited partnership, all right, title, and interest of the Grantor not specifically reserved herein in and to Sections 20, 21, 22, 28, 29, 30, 31, 32 and 33, Township 4 North, Range 13 West, Forrest County, Mississippi.

This conveyance is expressly subject to any and all existing easements, leases, and rights-of-way recorded or unrecorded, however and whenever created.

The Grantor specifically reserves unto itself, its successors and assigns, all oil, gas, and other minerals lying or being in, on, or under the above described property and not reserved by prior Grantors. The Grantor specifically covenants and agrees to cooperate with the Grantee to assure that activities and operations for the exploration, extraction and removal of oil, gas, and minerals will not unreasonably interfere with the Grantee's use and development of the surface. As used herein, the term "minerals" does not include sand, gravel, clay, dirt, coal, lignite, or any other minerals extractable only by strip mining or similar surface means.

EX 700/320

This Correction Warranty Deed is being executed in order to correct that certain Warranty Deed from the Grantor herein to the Grantee herein dated February 7, 1985, filed May 22, 1985, and appearing of record in Land Deed Book 554 at Page 265 on file in the Office of the Chancery Clerk of Forrest County, Mississippi. For informational purposes, the timber reserved by the Grantor in the said Warranty Deed of record in Land Deed Book 554 at Page 265 has been conveyed to the Grantee pursuant to that certain Timber Deed executed by the Grantor of record in Land Deed Book 629 at Page 173 on file in the Office of the Chancery Clerk of Forrest County, Mississippi.

IN TESTIMONY WHEREOF, Witness the Signature of the Grantor by its undersigned duly authorized officer on this the 18th day of Oct, A.D., 1993.

TICO MANAGEMENT, INC., a
Mississippi Corporation,
Grantor

By: Frank M. Tatum, Jr.
Frank M. Tatum, Jr., President

STATE OF MISSISSIPPI
COUNTY OF FORREST

PERSONALLY appeared before me, the undersigned authority in and for said county and state, the within named Frank M. Tatum, Jr., President of TICO Management, Inc., a Mississippi Corporation, who acknowledged that he signed, executed, and delivered the above and foregoing Correction Warranty Deed on the day and year therein mentioned for and on behalf of and as the act and deed of said corporation, he being first duly authorized so to do.

GIVEN under my hand and official seal of office on this the 18th day of October, A.D., 1993.

Reta Miller
Notary Public

My Commission Expires: 5-23-94

BOOK 700 PAGE 321

GRANTOR'S ADDRESS

TILCO Management, Inc., a
Mississippi Corporation
P. O. Box 790
Hattiesburg, MS 39403
Phone: (601) 544-6661

GRANTEE'S ADDRESS

Land Management, Ltd.
315 South Main Street
Hattiesburg, MS 39401
Phone: (601) 544-6643

10931
10931-4 5 6-00

15⁰⁰

EXHIBIT "A"

Section 20:

Part of the Southeast Quarter of the Northeast Quarter (SE 1/4 of NE 1/4), described as beginning at the Southeast Corner of the Southeast Quarter of the Northeast Quarter (SE 1/4 of NE 1/4) of Section 20, Township 4 North, Range 13 West, Forrest County, Mississippi; thence West along the South line of the Southeast Quarter of the Northeast Quarter (SE 1/4 of NE 1/4) of Section 20, 1,320 feet, more or less, to the Southwest corner of the Southeast Quarter of the Northeast Quarter (SE 1/4 of NE 1/4) of Section 20; thence North along quarter section line 660 feet, more or less, to the Northwest Corner of the South Half of the Southeast Quarter of the Northeast Quarter (S 1/2 of SE 1/4 of NE 1/4) of Section 20; thence East to the Eastern boundary line of an existing public road; thence Southeasterly along Eastern boundary line of the public road 200 feet; thence East 232 feet; thence North 200 feet; thence East to the Northeast Corner of the South Half of the Southeast Quarter of the Northeast Quarter (S 1/2 of SE 1/4 of NE 1/4) of Section 20; thence South 660 feet, more or less, to the Point of Beginning. 18.80

Section 21:

The South Half of the Southwest Quarter of the Northwest Quarter (S 1/2 of SW 1/4 of NW 1/4). 20.00

Part of the South Half of the Southeast Quarter of the Northwest Quarter (S 1/2 of SE 1/4 of NW 1/4), described as beginning 472.6 feet South of the Northwest Corner of the South Half of the Southeast Quarter of the Northwest Quarter (S 1/2 of SE 1/4 of NW 1/4) of Section 21, Township 4 North, Range 13 West, Forrest County, Mississippi; thence East 684 feet; thence North 455 feet; thence East 85.5 feet, more or less, or to the West boundary line of Highway 49; thence Southwesterly with the West boundary line of Highway 49 854 feet, more or less, or to the South line of the Southeast Quarter of the Northwest Quarter (SE 1/4 of NW 1/4) of Section 21; thence West 1,146 feet; thence North 180 feet, more or less, to the Point of Beginning. 9.34

Part of the Southeast Quarter of the Northeast Quarter (SE 1/4 of NE 1/4), described as beginning at the Southeast Corner of the Southeast Quarter of the Northeast Quarter (SE 1/4 of NE 1/4) of Section 21, Township 4 North, Range 13 West, Forrest County, Mississippi; thence West 885.4 feet; thence North to the South boundary line of Helveston Street; thence East along the South boundary line of Helveston Street 885.4 feet or to the East line of Section 21; thence South along the East boundary line of the Southeast Quarter of the Northeast Quarter (SE 1/4 of NE 1/4) of Section 21 to the Point of Beginning. 25.46

An undivided one-half interest in and to the South Half of the South Half of the Southwest Quarter (S 1/2 of S 1/2 of SW 1/4). 20.00

Section 22:

Part of the North Half of the Northwest Quarter (N 1/2 of NW 1/4), described as beginning 440 feet South of the Northwest Corner of Section 22, Township 4 North, Range 13 West, Forrest County, Mississippi; thence East and parallel to the North line of Section 22 to the West boundary line of the Mississippi Power Company Substation property; thence South along the West boundary line of the Mississippi Power Company Substation property 440 feet; thence West and parallel to the North line of Section 22 to the West boundary line of Section 22; thence North 440 feet to the Point of Beginning. 23.17

Part of the South Half of the Northwest Quarter (S 1/2 of NW 1/4), described as beginning 442 feet East of the Southwest Corner of the Southwest Quarter of the Northwest Quarter (SW 1/4 of NW 1/4) of Section 22, Township 4 North, Range 13 West, Forrest County, Mississippi; thence East 442 feet; thence North 1,320 feet, more or less, to the North line of the Southwest Quarter of the Northwest Quarter (SW 1/4 of NW 1/4); thence West 442 feet; thence South 1,320 feet, more or less, to the Point of Beginning. 13.42

Part of the South Half of the Northwest Quarter (S 1/2 of NW 1/4), described as beginning 442 feet West of the Southeast Corner of the Southeast Quarter of the Northwest Quarter (SE 1/4 of NW 1/4) of Section 22, Township 4 North, Range 13 West, Forrest County, Mississippi; thence West 442 feet; thence North 1,320 feet, more or less, to the North line of the Southeast Quarter of the Northwest Quarter (SE 1/4 of NW 1/4) of Section 22; thence East 442 feet along the North line of the Southeast Quarter of the Northwest Quarter (SE 1/4 of NW 1/4) of Section 22; thence South 1,320 feet, more or less, to the Point of Beginning. 13.42

Section 28:

The South Half (S 1/2). 320.00

The Northeast Quarter (NE 1/4). 160.00

The South Half of the South Half of the Northwest Quarter (S 1/2 of S 1/2 of NW 1/4). 40.00

An undivided one-half interest in the North Half of the North Half of the Northwest Quarter (N 1/2 of N 1/2 of NW 1/4). 20.00

Section 29:

The South Half (S 1/2). 320.00

The South Half of the North Half of the Northeast Quarter (S 1/2 of N 1/2 of NE 1/4). 40.00

The South Half of the Northeast Quarter (S 1/2 of NE 1/4). 80.00

The South Half of the Northwest Quarter (S 1/2 of NW 1/4). 80.00

Section 30:

All that part of the East Half of the Southeast Quarter (E 1/2 of SE 1/4) and all that part of the Southeast Quarter of the Northeast Quarter (SE 1/4 of NE 1/4) lying South and East of the Southern Railroad right of way. 53.30

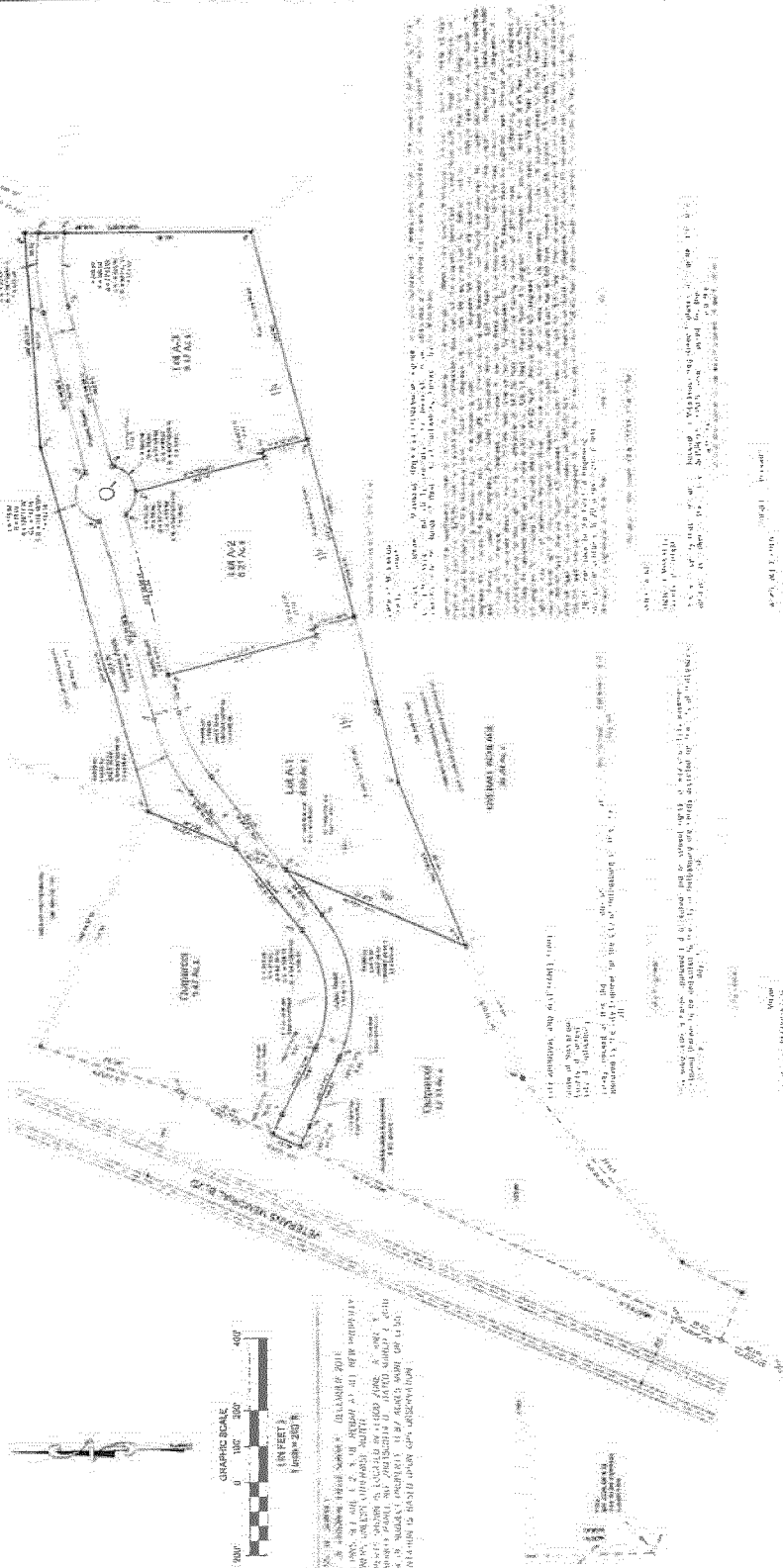
Section 31:

The North Half of the Northeast Quarter (N 1/2 of NE 1/4). 80.00

The North Half of the Northwest Quarter (N 1/2 of NW 1/4). 80.00

Together with all improvements thereon and appurtenances thereto belonging.

WHISPERING PINES



PRELIMINARY

Clearpoint
Consulting Engineers, P.A.
600 N. 10th Street, Suite 200
Ft. Collins, CO 80501-2000
Tel: 970.226.2000 Fax: 970.226.2001

LEGEND

- 1. BOUNDARY
- 2. EXISTING PAVEMENT
- 3. EXISTING SIDEWALK
- 4. EXISTING DRIVE
- 5. EXISTING UTILITY
- 6. EXISTING FENCE
- 7. EXISTING WALL
- 8. EXISTING CURB
- 9. EXISTING DRAINAGE
- 10. EXISTING EROSION CONTROL
- 11. EXISTING LANDSCAPE
- 12. EXISTING BUILDING
- 13. EXISTING POOL
- 14. EXISTING PARKING
- 15. EXISTING TRAIL
- 16. EXISTING PATH
- 17. EXISTING BRIDGE
- 18. EXISTING TUNNEL
- 19. EXISTING GROUNDWATER
- 20. EXISTING SURFACE WATER
- 21. EXISTING AIR QUALITY
- 22. EXISTING SOIL QUALITY
- 23. EXISTING VEGETATION
- 24. EXISTING ANIMALS
- 25. EXISTING PLANTS
- 26. EXISTING FUNGI
- 27. EXISTING BACTERIA
- 28. EXISTING VIRUSES
- 29. EXISTING PARASITES
- 30. EXISTING DISEASES
- 31. EXISTING INJURIES
- 32. EXISTING DEATHS
- 33. EXISTING REPRODUCTION
- 34. EXISTING GROWTH
- 35. EXISTING DECLINE
- 36. EXISTING EXTINCTION
- 37. EXISTING MIGRATION
- 38. EXISTING DISPERSION
- 39. EXISTING ADAPTATION
- 40. EXISTING EVOLUTION
- 41. EXISTING SPECIES
- 42. EXISTING GENES
- 43. EXISTING POPULATIONS
- 44. EXISTING COMMUNITIES
- 45. EXISTING ECOSYSTEMS
- 46. EXISTING BIOMES
- 47. EXISTING BIOSPHERES
- 48. EXISTING BIOSPHERIC RESERVES
- 49. EXISTING BIOSPHERIC RESERVES
- 50. EXISTING BIOSPHERIC RESERVES



City of Hattiesburg, MS

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

Master

File Number: 2012-1352

File ID: 2012-1352

Type: Regular Agenda Item

Status: Agenda Ready

Version: 3

Reference:

In Control: City Council

File Created: 11/14/2012

Brief Title: Twin Forks Rising Contract, Thompson Engineering

Final Action: 11/20/2012

Minute Book Number: MB2012-1/398-400 (F

Title:

TAKE FROM THE TABLE to Authorize Mayor to execute contract with Thompson Engineering for Professional Services for Phase 2 of the Twin Forks Rising project.

Notes:

Sponsors:

Enactment Date:

Attachments: Thompson Engineering Contract, Twin Forks Rising, Letter, Thompson Engineering, 11-20-12, Revised Contract, Thompson Engineering, 11-20-12

Enactment Number:

Contact:

Meeting Date: 11/20/2012

Drafter: Debbie Bernardo

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	11/20/2012					
1	City Council	11/20/2012	Authorize				Fail

Action Text: A MOTION was made by Council member Delgado and seconded by Council member Naylor to approve Policy Agenda Item VI.-7 as amended, to authorize Mayor to execute contract with Thompson Engineering for Professional Services for Phase 2 of the Twin Forks Rising Project.

Council member Carroll stated that Council President Bradley has questions about this item and has asked for it to be tabled until the next meeting.

Council Vice President Ware said he had the same discussion with Council President Bradley. He also noted that he has not had time to review the changes.

Council member Delgado said that the changes were to remove references to Phase 1, as that work has been completed; she said there was language in the contract that described some of the work that went on in phase 1, but that [Thompson Engineering] has already done that work because they were part of the Phase 1 plan. She said she ordinarily would not object to tabling but that this project has been in the works for some time, that it involves planning and study and is in the nature of the work being done for the Midtown Project, and that [the project] really needs to move forward in order to capture potential resources for funding. She said she will offer apologies to Council President Bradley if the Council supports her motion.

Council member Carroll stated that he has always supported [motions to table to seek additional information]. He said that he supported Council member Delgado's motion to table the Midtown Project for a month when she had questions. He said the Council has always been in favor of supporting a Council member's request to table for additional information. Council member Delgado said she understands but gave the information [to Council President Bradley] at the last meeting and has had conversations with him since then; she said the project has been lagging and needs to move forward.

Council member Naylor said he has no problem with tabling if Council President has questions but that he seconded the motion; he said he supports the table. Council member Delgado said this is a special circumstance and that she provided information quite some time ago. She said some funding is being targeted and she would really appreciate the Council's support in moving the project to Phase 2; she said the community has waited far too long.

Council Vice President Ware said that he will support the project, but that he also supports the table and will be available for a special called meeting if necessary. Council member Delgado stated that she will only be in town Monday for the next two weeks. She said she gave information early so that this item could be addressed at this meeting.

A SUBSIDIARY MOTION was made by Council member Carroll and seconded by Council Vice President Ware to Table to authorize Mayor to execute contract with Thompson Engineering for Professional Services for Phase 2 of the Twin Forks Rising Project.

There being no further discussion, the Motion to Table failed for lack of a majority, having received a tie vote of the Council as follows:

Yeas: 2 - Carroll and Ware

Nays: 2 - Delgado and Naylor

Absent: 1 - Bradley

Council Vice President Ware returned to the initial MOTION made by Council member Delgado and seconded by Council member Naylor, to authorize Mayor to execute contract with Thompson Engineering for Professional Services for Phase 2 of the Twin Forks Rising Project.

There being no further discussion, the Motion failed for lack of a majority, having received a tie vote of the Council as follows:

Yeas: 2 - Delgado and Naylor

Nays: 2 - Carroll and Ware

Absent: 1 - Bradley

Council Vice President Ware asked for a Motion to suspend the rules.

A Motion was made by Council member Naylor and seconded by Council member Delgado to suspend the rules. The Motion was not called for a vote.

Council Vice President stated that he will support the project if Council member Delgado brings it back in two weeks. She said that she is not certain she will be at the next meeting, but said that if she does not have a choice, she does not have a choice. She also stated that, had the matter of tabling been raised during Agenda Review, questions could have been addressed; she said her concern is that tabling was raised at the time of the vote.

Yea: 2 Council Member Delgado
Council Member Naylor
Nay: 2 Council Member Carroll
Vice President Ware

TEL-No Vote: 0

3 City Council 12/04/2012

Action Text: Removed.

Text of Legislative File 2012-1352

Title

TAKE FROM THE TABLE to Authorize Mayor to execute contract with Thompson Engineering for Professional Services for Phase 2 of the Twin Forks Rising project.

Summary

Twin Forks Rising Contract, Thompson Engineering

Budget Information

\$80,000.

Budget Line Item

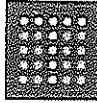
001095.6020.01

Expenditure Type

Professional Services

Purchasing Item

Publication Information



thompson
engineering

October 24, 2012

Honorable Deborah Delgado
Councilperson, City of Hattiesburg
Post Office Box 1898
Hattiesburg, Mississippi 39403-1898

RE: Twin Forks Rising Revitalization Plan

Councilperson Delgado:

Thank you for this exciting opportunity. Thompson Engineering and our partners Billes Partnership look forward to working with you and all residents of the TFR District to collaborate and generate a revitalization plan.

As you will see, the proposal is based on much community involvement and input. The plan focuses on two phases simultaneously: Phase 1 – Future land use plan and projects, and; Phase 2 – Infrastructure assessment and prioritization. It is the consultant teams desire to deliver a project rooted in community support, is viable, is actionable and leads to positive results.

Attached are two copies of the contract. Please review and if you have any questions, please contact me. Please execute both copies and return them to my attention. We will then execute them both and return an original to you for your files.

Thank you again for the opportunity. We are looking forward to this exciting project.

Respectfully,

Christopher D. Baker, AICP, MBA
Director of Planning

/deg

Attachments

cc: Mr. Calvin Russell
Mr. Tim Bryan, P.E.
Mr. Jake Gibbs, P.E.

31 Batson Street
Hattiesburg, Mississippi 39401
601.544.7866 ph / 601.544.7866 fax
www.thompsonengineering.com

A THOMPSON HOLDINGS INC. COMPANY



Single Project Agreement General Terms and Conditions

This Agreement is made by and between Thompson Engineering, Inc. (hereinafter **Thompson Engineering**) and the undersigned Client ("referred to herein as the "Client"). In consideration of the mutual covenants to be performed by the parties pursuant to this Agreement, each party hereby represents, warrants and agrees as follows:

1. SCOPE OF WORK

Thompson Engineering shall perform such services as are described in this contract and as described in Exhibit A (the "Work").

2. INVOICES

The Client shall pay Thompson Engineering for the Work performed under this Agreement a sum to be calculated as described on Exhibit A or, if no such description is provided or any portion of the Work is not specifically provided for in said description, at the rates shown on Thompson Engineering's standard fee schedules which are in effect as of the time of execution hereof, or as may be otherwise specifically described herein. Thompson Engineering will submit invoices to Client no more than monthly and a final bill upon completion of the Work. Invoice will show charges for different personnel and expense classifications. A more detailed separation of charges and back-up data will be provided at Client's request. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. Client shall pay a finance charge of one and one-half percent (1 ½ %) per month, or the maximum rate allowed by law, on past due accounts.

If Thompson Engineering personnel are called or subpoenaed for depositions, examinations, or court appearances in any dispute arising out of any project on which Work was performed, Thompson Engineering shall be reimbursed on a time and material basis in accordance with Thompson Engineering's then current, standard billing rates for such matters, including all out-of-pocket costs incurred in connection with such matters.

3. RIGHT OF ENTRY

The Client will provide for right of entry of Thompson Engineering personnel and all necessary equipment, in order to complete the Work.

While Thompson Engineering will take all reasonable precautions to minimize any damage to Client's property, it is understood by the Client that in the normal course of Work some damage may occur, the correction of which shall not be Thompson Engineering's responsibility.

4. UTILITIES

In the execution of its Work, Thompson Engineering will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. The Client agrees to hold Thompson Engineering harmless for any damages to subterranean structures or utilities which are not called to Thompson Engineering's attention and correctly shown on the plans furnished by the Client.

5. SAMPLES

Thompson Engineering will retain all samples for thirty (30) days. Further storage or transfer of samples can be made at Client's expense upon written request.

6. OWNERSHIP OF DOCUMENTS

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by Thompson Engineering, as instruments of service, shall remain the property of Thompson Engineering. Client agrees that all reports and other work furnished to the Client or his

agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose whatsoever.

Thompson Engineering will retain all pertinent records relating to the services performed for a period of five (5) years following submission of the report, during which period the records will be made available to the Client at all reasonable times.

All documents are for the exclusive use and benefit of the Client only. Others who use the documents do so at their own peril. Thompson Engineering consents that its information and reports may be furnished to and used by others participating in the financing and/or development of the project (and for reports involving real property transactions, other parties of the transaction), but only in the same manner and extent as if such others were the addressee and the Client. The terms, conditions, and limitations of liability contained in the Agreement shall apply to others to whom Client furnishes such information and reports. No one other than the Client is authorized to rely, in any way, on any information or reports issued pursuant to this Agreement.

7. DISPUTES

In the event that a dispute should arise relating to the obligations of the parties under this Agreement, the prevailing party shall be entitled to recover all reasonable costs incurred in connection with such dispute, including staff time, court costs, attorney's fees and other related expenses.

8. PROFESSIONAL RESPONSIBILITY

Thompson Engineering represents that the Work shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other professionals under similar circumstances at the time services are performed. No other representation to the Client, expressed or implied, and no warranty or guarantee is included or intended hereunder, or in any work performed under this Agreement.

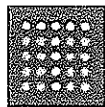
Client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, or explorations are made by Thompson Engineering and that the data interpretations and recommendations of Thompson Engineering's personnel are based solely on the information available to them. Thompson Engineering will be responsible for those data interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed.

9. LIMITATION OF LIABILITY

A. This Agreement shall exclude all losses of all types including but not limited to property damage, bodily injury, third party liability or any other claim, cost or expense directly or indirectly arising out of, resulting from, or relating to mold, mildew, fungus, spores or other microorganisms of any type, nature, or description or any by-product thereof including but not limited to any substance whose presence poses an actual or potential threat to human health.

B. For claims not excluded by Paragraph A, the Client agrees to limit Thompson Engineering's liability to the Client for any and all claims, losses, costs, or damages whatsoever on any project arising from this Agreement and/or performance of the work by Thompson Engineering, such that the total aggregate liability of Thompson Engineering to the Client shall not exceed \$50,000 or Thompson Engineering's total fee for the services rendered on the project, whichever is less. The Client further agrees to require of any contractor and subcontractors an identical limitation of liability to Thompson Engineering, which liability may arise on account of Thompson Engineering's performance of services or its acts, errors and omissions.

As used in this article 9, the term Thompson Engineering shall mean to include any parent, subsidiary or affiliated companies of Thompson Engineering and any directors, officers and employees of any of the same.



thompson ENGINEERING

Single Project Agreement General Terms and Conditions

10. INSURANCE

Thompson Engineering represents and warrants that it and its agents, staff and consultants employed by it is and are protected by worker's compensation insurance and that it has such coverage under public liability and property damage insurance policies which Thompson Engineering deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Thompson Engineering shall not be responsible for any loss, damage or liability arising from any acts by Client, its agents, staff or other consultants employed by Client.

11. INDEMNIFICATION

The Client shall indemnify and hold Thompson Engineering harmless from and against any and all losses, claims (including third party claims), damages, judgments, fees, fines, penalties and other amounts (including, without limitation, any with respect to sickness, bodily injury, wrongful death and property damage), including attorneys fees and court costs, arising directly or indirectly out of or alleged to have arisen out of the performance of Work under this Agreement or any breach by Client of its obligations hereunder, which indemnity shall not be limited by reason of the existence or nonexistence of any insurance.

As used in this paragraph, the term Thompson Engineering shall mean to include any parent, subsidiary or affiliated companies of Thompson Engineering and any directors, officers and employees of any of the same.

12. ASSIGNS

Neither the Client nor Thompson Engineering may delegate, assign sublet or transfer his duties or interest in this Agreement without the written consent of the other party.

13. SAMPLING OR TEST LOCATION

Client may be charged additional fees for costs associated with surveying of the site for the accurate horizontal and vertical locations of any tests. Field tests or boring locations described in Thompson Engineering's report or shown on sketches will be based upon information furnished by others or estimates made in the field by Thompson Engineering's representatives. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated. If the Client specifies a test or boring location, Thompson Engineering reserves the right to deviate a reasonable distance from the location specified. Thompson Engineering reserves the right to terminate its obligation to perform any Work if site conditions prevent drilling at or near the designated boring locations and these conditions were not revealed to Thompson Engineering prior to agreeing to perform the Work. If, in order to complete the borings to their designated depths, a re-drilling is necessitated by encountering impenetrable subsurface objects, this will be charged to Client at the appropriate rates contained in Thompson Engineering's standard fee schedule.

14. RIGHT TO STOP WORK

Stopping the construction work is an extreme action which should be taken only by the Client after giving serious consideration to the effects of such an order. Under no circumstances will Thompson Engineering take the initiative in issuing this order. Thompson Engineering will only provide data and recommendations.

15. ROOF CUTS

To obtain accurate information in a roof investigation, roof cuts may be necessary. It is the responsibility of our Client to make the appropriate repairs to these roof cuts using materials consistent with the roofing system and in accordance with any existing material manufacturer's warranties. A roofing contractor or maintenance personnel selected by Client should be on the roof to make repairs at the time the samples are obtained. Thompson Engineering can make temporary repairs at the time of Thompson Engineering's

inspections, but additional charges may be incurred. Although every attempt will be made to make these repaired areas water tight, Thompson Engineering will in no way be responsible for any water damage to the roofing system, building, or its contents resulting from Thompson Engineering's temporary repairs.

16. FIELD MONITORING AND TESTING

If the Scope of Work in Exhibit A includes construction field monitoring and/or testing, Thompson Engineering shall visit the project site at intervals appropriate to the stage of construction or as agreed to in writing by the Client and Thompson Engineering, in order to observe the progress and quality of the work completed by the contractor. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of the contractor's work but rather are to allow Thompson Engineering to become generally familiar with the work in progress and to determine in general if the work is proceeding in accordance with the contract documents.

Thompson Engineering shall not supervise, direct or have control over the Client's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the contractor nor for the contractor's safety precautions or programs in connection with the work. These rights and responsibilities are solely those of the contractor in accordance with the contract documents. Thompson Engineering shall not be responsible for any acts or omissions of the contractor, subcontractor, any entity performing any portion of the work, or any agents or employees of any of them. Thompson Engineering does not guarantee the performance of the contractor and shall not be responsible for the contractor's failure to perform its work in accordance with the contract documents or any applicable laws, codes, rules or regulations.

17. SAFETY

Should Thompson Engineering provide observations or monitoring services at the job site during construction, Client agrees that, in accordance with the generally accepted construction practice, the contractor will be solely and completely responsible for working conditions on the job site, including the safety of all persons and property during the performance of the work, and for compliance with OSHA regulations. These requirements will apply continuously and will not be limited to normal working hours. Any monitoring of the contractor's procedures conducted by Thompson Engineering does not include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the construction site.

18. HAZARDOUS SUBSTANCES

Client agrees to advise Thompson Engineering, prior to beginning work, of any hazardous substance on or near the site. In the event that test samples obtained during our work contain substances hazardous to health, safety or the environment, these samples remain the property of the Client. Likewise, any equipment contaminated as a result of the Work which cannot be reasonably decontaminated shall become the property and responsibility of the Client. Client agrees to pay transportation costs for samples and equipment and the fair market value of contaminated equipment.

19. REUSE OF DOCUMENTS AND ELECTRONIC MEDIA

Any and all documents and electronic media including Drawings, CADD files and Specifications prepared or furnished by Thompson Engineering (and Thompson Engineering's independent professional associates and consultants) pursuant to this Agreement are instruments of service of the Project and Thompson Engineering shall retain an ownership and property interest therein whether or not the Project is completed. Information contained in signed or sealed drawings should be deemed to be correct and superior to electronic information. Client may make and retain copies for information and reference in connection with use and occupancy of the Project by Client and others; however, such documents are not intended or represented to be suitable for



Single Project Agreement General Terms and Conditions

reuse by Client or others on extensions of the Project or on any other project. Any reuse without written authorization or adaptation by Thompson Engineering for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Thompson Engineering, or to Thompson Engineering's subsidiaries, holding company, independent professional associates or consultants, and Client shall indemnify and hold harmless Thompson Engineering and Thompson Engineering's subsidiaries, holding company, independent professional associates and consultants from any and all claims (third party or otherwise), damages, losses and expenses, including attorney's fees, arising out of or resulting therefrom.

20. GOVERNING LAW

This agreement shall be governed by the laws of the State of Alabama and the United States.

21. ENTIRE AGREEMENT

This Agreement represents the entire agreement between Client and Thompson Engineering and supersedes all prior negotiations, representations

and agreements, either oral or written. No modification to the terms hereof shall be made unless agreed to in writing by both parties.

22. SEVERABILITY

In the event any provision, or any portion of any provisions of this Agreement is held invalid, the other provisions of this Agreement and the remaining portion of said provision, shall not be affected thereby and shall continue in full force and effect.

Approved and Authorized by:

City of Hattiesburg, Mississippi
(Client)

By: _____
As its: _____
Date: _____

Address: Post Office Box 1898
Hattiesburg, MS 39403

Thompson Engineering, Inc.

By: _____
As its: _____
Date: _____

Address: 2970 Cottage Hill Rd, Suite 190
Mobile, AL 36606

Individual with authority and the company responsible for payment of Thompson Engineering's services.

Please return executed copy of these terms and conditions to the attention of:
Christopher Baker
(251) 666-2443
(251) 666-6422

TFR Master Revitalization Plan Services

Thompson Engineering and its partners will develop a community based Master Revitalization Plan for the Twin Forks Rising District in Hattiesburg, Mississippi. The services required for this project can be described as professional planning, architecture, and engineering services in general.

Thompson Engineering and its partners specifically propose the following detailed scope of work. There are two (2) phases of work that will take place simultaneously: Phase 1 - Future Land Use Plan, and; Phase 2 - Infrastructure Assessment and Prioritization.

PHASE 1 - FUTURE LAND USE PLAN

Task 1 – Working Group: The City of Hattiesburg, or its representative, shall make appointments to a working group. The working group shall be between 10 (ten) and 20 (twenty) people who live in the TFR District. Group members shall come from different geographies within the district, different ages, different professions, and differing socio-economic status.

Task 2 – Working Group/Project Kickoff: The consultant team shall coordinate an initial introductory meeting with the appointed working group. The City, or its representative, shall provide for logistical support and make arrangements for all the meetings in a suitable location in the TFR District. This meeting will not only introduce the team but begin the dialogue on plan goals and objectives, process, set meeting times and locations, and establish convenient communication tools. Additionally, it is anticipated there will be 2 (two) “homework” assignments as a result of this meeting: 1) Assist in “footwork” to create the existing land use map and, 2) Use disposable cameras provided to picture what members like and dislike about the TFR District.

Task 3 – Existing Conditions: The consultant team will assemble only the necessary data required as a basis for the plan. Existing condition data from Phase 1 will be utilized but it is anticipated that other information such as GIS Maps, FIRM Maps and an Existing Land Use Map will be required and created.

Task 4 – Introductory Town Hall Meeting: The consultant team will conduct an Introductory Town Hall Meeting. This effort is to introduce the project to the residents of the TFR district, introduce them to the project team, and establish communication. The working group will be required to attend this meeting. The meeting will review the completed inventory and present the Existing Land Use Map. The meeting will more importantly ask the community to set goals for the District. Goals are the building blocks of the vision- goals must and shall come from the residents of the District.

Task 5 – Work Product Report: The consultant team will produce the first chapters of the Plan. The chapters will include the necessary background and history chapters, a discussion on existing conditions, and the results of the Introductory Town Hall Meeting.

Task 6 – Working Group Meeting: The working group will meet in person to review input from the Introductory Town Hall Meeting and to review the consultant teams work product to date. This meeting will prioritize the goals from the Town Hall Meeting, create objectives or steps needed to make goals a reality and also create the overall vision for the District.

Task 7 – Analysis of Barriers to Investment: The consultant team will consult with local financial sector leaders, as designated by the City or its representative, to understand a local perspective on Barriers to Investment in the TFR District. An analysis of flood regulations, permitting processes, and marketing of the District will take place. This work product will specifically identify Barriers to Investment and make recommendations on local regulatory changes, building partnerships in the financial sector, and highlight accomplishments of other revitalization efforts from around the country.

Task 8 – Development of Future Land Use Plan Alternatives and Projects: Based on all input, vision, and goals the consultant team will develop 3 (three) different Future Land Use Plan Alternative and Projects scenarios. Each alternative will be substantially different. A brief analysis of the pros and cons of each scenario will be developed. Anticipated topics to be included are: flooding, land use, economic vitality, investment, infrastructure, housing, community services, historic preservation, recreation, and public safety.

Task 9 – Working Group Meeting to Present Alternatives: The consultant team will present to the working group all 3 (three) Alternative Future Land Use Plans and Projects. The working group will debate the alternatives and select a preferred alternative with or without revisions.

Task 10 – Town Hall Meeting to Unveil Working Groups Future Land Use Plan and Projects: The consultant team will conduct a Town Hall Meeting in the District to Unveil the Preferred Future Land Use Plan and Projects. The working group will be required to attend this meeting. It is anticipated that the public will have a prescribed public comment period to review the plan and projects.

Task 11 – Working Group Meeting: After public comment is closed the consultant team will consolidate and group all input received. The input will be presented to the working group. The working group may suggest revisions to the preferred alternative plan and projects.

Task 12 – Work Product Creation: The consultant team will update the preferred plan and projects and create all additional chapters of the plan to include all work.

Task 13 – Final Working Group Meeting: The consultant team will present the complete plan document and projects with an implementation/responsibility matrix. The working group will be expected to vote and endorse the Final Plan document at this point.

Task 14 – Final Adoption:

Option A – Final Adoption: The consultant team will prepare the final plan document for adoption through the City. The consultant team responsibility will end at handing the final document to the City.

Option B – Final Adoption: The consultant team will prepare the final plan document for adoption through the City. The consultant team will attend all needed meetings of staff, the planning commission and the City Council. The team will shepherd the document through the legal adoption process. ***Note that Option B has special compensation terms in the proposed fee section***

PHASE 2 - INFRASTRUCTURE ASSESSMENT AND PRIORITIZATION

Task 1: Identify any reoccurring issues or repairs in the TFR District that may be indicators of systemic system failures. Coordinate with the City and on historical issues, future needs, and any improvements planned.

Task 2: Create a map and photo-document improvements needed within the TFR District for water/sewer; streets; and enhancement projects.

Task 3: Present the findings to the working group for feedback, verification, and input. The general prioritization of projects will come from the working group.

Task 4: Create fly sheets for each project. The fly sheets will be a one (1) page synopsis of the project, a map of its location and extent, general photo documentation, and an estimated total construction cost.

Task 5: A cost/benefit analysis will be performed on each identified project. This is an analytical approach to prioritizing the projects.

Task 6: The prioritized projects, fly sheets, and cost benefit analysis will be presented to the working group. The working group will be asked to vote and make a recommendation to the City on the prioritized projects.

Task 7: The final results of the working group vote, prioritization, and fly sheets will be produced and included as part of the Master Revitalization Plan.

Task 8: Recommendations on potential funding sources for projects will be made and included in the Implementation section of the Master Revitalization Plan.

FEE:

Option A: Lump Sum \$80,000 for the TFR District Revitalization Master Plan including Phase 1 - Future Land Use Plan and Phase 2 - Infrastructure Assessment and Prioritization. This option results in the consultant teams responsibility concluding with the final delivery of the document and the City taking the document through the legal adoption process.

Option B: Lump Sum \$80,000 plus Hourly Rate authorization for the TFR District Revitalization Master Plan including Phase 1 - Future Land Use Plan and Phase 2 - Infrastructure Assessment and Prioritization. This option results in the consultant team being authorized to shepard the final document through the legal adoption process and bill hourly in accordance with the attached hourly rates.

SCHEDULE:

Please see Appendix A and B

FINAL DOCUMENT DELIVERY:

The consultant team will provide to the City 4 (four) bound originals, 1 (one) unbound original and final document in pdf on a CD.

Thompson Engineering
Schedule of Fees

The attached document is **CONFIDENTIAL**.
It is not to be reproduced or distributed without prior approval.

The following document is confidential and NOT to be distributed without prior written permission.

The rates proposed are effective immediately and are good through December 31, 2012.

General Information

All services are performed in accordance with our General Terms and Conditions, unless otherwise agreed in writing. Quotations for specific projects and defined scopes of work will be provided upon request.

The following schedule of hourly fees are applicable for all time expended on a project including: preparation, site visits, portal-to-portal travel, on-site observations, consultation, research, engineering computations, preparation of drawings/specifications, and report production. The following schedule of unit fees will apply to all tests and other specific items as indicated. Consumable materials and specialized test fixtures/devices will be invoiced on a cost plus basis.

Overtime charges at one point five (1.5) times the established rate will be applicable for services rendered between 12:00 AM Saturday and 11:59 PM Sunday and on established Company holidays. Emergency call-out (less than twenty-four hour notice) will be subject to this same rate.

Standard fees allow for reproduction and mailing of a total of two copies of applicable project report. Additional copies will be charged at \$0.50 per page, plus photographic reproduction, where applicable.

Professional services rendered related to expert witness testimony (preparation, deposition and/or courtroom) concerning litigations shall be invoiced at two point zero (2.0) times the listed hourly fees and may require a retainer. Expert witness services will require a retainer. Travel expenses and accommodations will be charged on a cost-plus basis.

Corporate Office:
2970 Cottage Hill Road, Suite 190
Mobile, Alabama 36606
Phone 251.666.2443
Fax 251.666.6422

1.0 Professional Fees

1.1 Personnel

Engineer

Senior Principal Engineer (code 003)	\$410.00/hr.
Principal Engineer II (code 008)	\$280.00/hr.
Principal Engineer (code 005)	\$235.00/hr.
Senior Engineer (code 050)	\$150.00/hr.
Project Engineer (code 150, 153, 350, 740)	\$120.00/hr.
Senior Engineering Associate (code 201)	\$120.00/hr.
Engineering Associate II (code 200)	\$100.00/hr.
Engineering Associate I (code 260)	\$90.00/hr.

Scientist / Geologist

Senior Consultant (code 311)	\$135.00/hr.
Senior Scientist (code 115)	\$120.00/hr.
Project Scientist (code 165)	\$105.00/hr.
Staff Scientist II (code 215)	\$95.00/hr.
Staff Scientist I (code 270)	\$80.00/hr.

Designer / Drafter

Senior Designer Level II (code 657)	\$110.00/hr.
Senior Designer Level I (code 656)	\$90.00/hr.
Designer Level IV (code 655)	\$85.00/hr.
Designer Level III (code 654)	\$80.00/hr.
Designer Level II (code 652)	\$75.00/hr.
CADD Technician (code 646)	\$75.00/hr.
Designer Level I (code 651)	\$65.00/hr.

Technician

Senior Materials Specialist (code 515)	\$115.00/hr.
Materials Specialist (code 514)	\$85.00/hr.
Senior Technician (code 506)	\$75.00/hr.
Level IV Technician (code 504)	\$70.00/hr.
Level III Technician (code 503)	\$60.00/hr.
Level II Technician (code 502)	\$55.00/hr.
Level I Technician (code 501)	\$50.00/hr.

Specialist

Senior Specialist (code 399)	\$115.00/hr.
Project Specialist (code 299)	\$100.00/hr.
Staff Specialist II (code 351)	\$90.00/hr.
Staff Specialist I (code 271)	\$75.00/hr.
Field Assistant (code 500)	\$50.00/hr.

Project Manager

Principal Project Manager (code 001)	\$155.00/hr.
Senior Project Manager (code 112)	\$140.00/hr.
Project Manager (code 162)	\$110.00/hr.
Project Coordinator Level II (code 250)	\$95.00/hr.
Project Coordinator Level I (code 252)	\$80.00/hr.

Consultant (Roofing, Safety, etc.)

Executive Consultant (code 004)	\$315.00/hr.
Registered Consultant (code 307)	\$150.00/hr.
Principal Consultant (code 002)	\$150.00/hr.
Senior Consultant (code 311)	\$135.00/hr.
Project Consultant (code 309)	\$110.00/hr.
Staff Consultant II (code 357)	\$100.00/hr.
Staff Consultant I (code 359)	\$85.00/hr.

Surveyor

Registered/Prof. Land Surveyor II (code 604) ...	\$130.00/hr.
Registered/Prof. Land Surveyor I (code 605)	\$110.00/hr.
Surveyor, Party Chief (code 603)	\$90.00/hr.
Surveyor, Instrument Man (code 606)	\$60.00/hr.
Surveyor, Rodman (code 607)	\$50.00/hr.

Administrative

Documentarian Level II (code 797)	\$70.00
Documentarian Level I (code 798)	\$65.00
Level II Assistant (code 799)	\$60.00
Level I Assistant (code 800)	\$55.00

1.2 Other Expenses

1. Automotive mileage \$0.67/mile
2. 4-Wheel Drive..... \$0.85/mile
Mileage charges apply only to projects more than 20 miles from office.
3. Silvership Boat (includes operator)+ \$820.00/day
4. Per Diem (Meals and Lodging)\$125.00/person/day
Per Diem charge in High-Cost-of-Living areas is based upon actual cost plus 20%.
5. Photographs (reproduced within report or at client's request)..... \$ 2.60 ea.
6. Color Photocopies \$3.15/page
7. Large Drawing Plots

Monochrome Linework on bond - \$1/Sq. Ft.

- Size D \$5.19/ea
- Size E \$10.39/ea
- Long Plot (140x32) \$31.11/ea.
- 2 pc Super Plot (140x60) \$58.33/ea.
- 11x17 Reduction \$1.30/ea
- Custom (Glossy 40x28)..... \$38.89/ea.

Color Image on plain bond - \$6/Sq. Ft.

- Size D \$31.17/ea
- Size E \$62.33/ea
- Long Plot (140x32) \$186.67/ea.
- 2 pc Super Plot (140x60) \$350.00/ea.
- 11x17 Reduction \$7.79/ea
- Custom (Glossy 106x36)..... \$185.50/ea.

8. Direct non-salary expense Cost Plus 15%

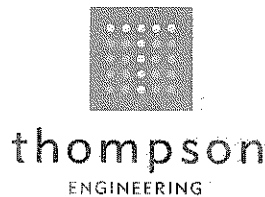
APPENDIX A



thompson
exchanges

APPENDIX B

[illegible]



October 24, 2012

Honorable Deborah Delgado
Councilperson, City of Hattiesburg
Post Office Box 1898
Hattiesburg, Mississippi 39403-1898

RE: Twin Forks Rising Revitalization Plan
Phase 2

Councilperson Delgado:

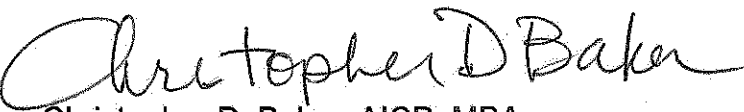
Thank you for this exciting opportunity. Thompson Engineering and our partners Billes Partnership look forward to working with you and all residents of the TFR District to collaborate and generate a revitalization plan.

As you will see, the proposal is based on much community involvement and input. The plan focuses on two tasks simultaneously: Task 1 – Future land use plan and projects, and; Task 2 – Infrastructure assessment and prioritization. It is the consultant teams desire to deliver a project rooted in community support, is viable, is actionable and leads to positive results.

Attached are two copies of the contract. Please review and if you have any questions, please contact me. Please execute both copies and return them to my attention. We will then execute them both and return an original to you for your files.

Thank you again for the opportunity. We are looking forward to this exciting project.

Respectfully,


Christopher D. Baker, AICP, MBA
Director of Planning

/deg

Attachments

cc: Mr. Calvin Russell
Mr. Tim Bryan, P.E.
Mr. Jake Gibbs, P.E.

2970 Cottage Hill Road, Suite 190
Mobile, AL 36606
251.666.2443 ph. / 251.666.6422 fax
www.thompsonengineering.com

A THOMPSON HOLDINGS COMPANY



Single Project Agreement General Terms and Conditions

This Agreement is made by and between Thompson Engineering, Inc. (hereinafter **Thompson Engineering**) and the undersigned Client ("referred to herein as the **"Client"**"). In consideration of the mutual covenants to be performed by the parties pursuant to this Agreement, each party hereby represents, warrants and agrees as follows:

1. SCOPE OF WORK

Thompson Engineering shall perform such services as are described in this contract and as described in Exhibit A (the **"Work"**).

2. INVOICES

The Client shall pay Thompson Engineering for the Work performed under this Agreement a sum to be calculated as described on Exhibit A or, if no such description is provided or any portion of the Work is not specifically provided for in said description, at the rates shown on Thompson Engineering's standard fee schedules which are in effect as of the time of execution hereof, or as may be otherwise specifically described herein. Thompson Engineering will submit invoices to Client no more than monthly and a final bill upon completion of the Work. Invoice will show charges for different personnel and expense classifications. A more detailed separation of charges and back-up data will be provided at Client's request. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. Client shall pay a finance charge of one and one-half percent (1 ½ %) per month, or the maximum rate allowed by law, on past due accounts.

If Thompson Engineering personnel are called or subpoenaed for depositions, examinations, or court appearances in any dispute arising out of any project on which Work was performed, Thompson Engineering shall be reimbursed on a time and material basis in accordance with Thompson Engineering's then current, standard billing rates for such matters, including all out-of-pocket costs incurred in connection with such matters.

3. RIGHT OF ENTRY

The Client will provide for right of entry of Thompson Engineering personnel and all necessary equipment, in order to complete the Work.

While Thompson Engineering will take all reasonable precautions to minimize any damage to Client's property, it is understood by the Client that in the normal course of Work some damage may occur, the correction of which shall not be Thompson Engineering's responsibility.

4. UTILITIES

In the execution of its Work, Thompson Engineering will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. The Client agrees to hold Thompson Engineering harmless for any damages to subterranean structures or utilities which are not called to Thompson Engineering's attention and correctly shown on the plans furnished by the Client.

5. SAMPLES

Thompson Engineering will retain all samples for thirty (30) days. Further storage or transfer of samples can be made at Client's expense upon written request.

6. OWNERSHIP OF DOCUMENTS

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by Thompson Engineering, as instruments of service, shall remain the property of Thompson Engineering. Client agrees that all reports and other work furnished to the Client or his

agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose whatsoever.

Thompson Engineering will retain all pertinent records relating to the services performed for a period of five (5) years following submission of the report, during which period the records will be made available to the Client at all reasonable times.

All documents are for the exclusive use and benefit of the Client only. Others who use the documents do so at their own peril. Thompson Engineering consents that its information and reports may be furnished to and used by others participating in the financing and/or development of the project (and for reports involving real property transactions, other parties of the transaction), but only in the same manner and extent as if such others were the addressee and the Client. The terms, conditions, and limitations of liability contained in the Agreement shall apply to others to whom Client furnishes such information and reports. No one other than the Client is authorized to rely, in any way, on any information or reports issued pursuant to this Agreement.

7. DISPUTES

In the event that a dispute should arise relating to the obligations of the parties under this Agreement, the prevailing party shall be entitled to recover all reasonable costs incurred in connection with such dispute, including staff time, court costs, attorney's fees and other related expenses.

8. PROFESSIONAL RESPONSIBILITY

Thompson Engineering represents that the Work shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other professionals under similar circumstances at the time services are performed. No other representation to the Client, expressed or implied, and no warranty or guarantee is included or intended hereunder, or in any work performed under this Agreement.

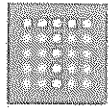
Client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, or explorations are made by Thompson Engineering and that the data interpretations and recommendations of Thompson Engineering's personnel are based solely on the information available to them. Thompson Engineering will be responsible for those data interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed.

9. LIMITATION OF LIABILITY

A. This Agreement shall exclude all losses of all types including but not limited to property damage, bodily injury, third party liability or any other claim, cost or expense directly or indirectly arising out of, resulting from, or relating to mold, mildew, fungus, spores or other microorganisms of any type, nature, or description or any by-product thereof including but not limited to any substance whose presence poses an actual or potential threat to human health.

B. For claims not excluded by Paragraph A, the Client agrees to limit Thompson Engineering's liability to the Client for any and all claims, losses, costs, or damages whatsoever on any project arising from this Agreement and/or performance of the work by Thompson Engineering, such that the total aggregate liability of Thompson Engineering to the Client shall not exceed \$50,000 or Thompson Engineering's total fee for the services rendered on the project, whichever is less. The Client further agrees to require of any contractor and subcontractors an identical limitation of liability to Thompson Engineering, which liability may arise on account of Thompson Engineering's performance of services or its acts, errors and omissions.

As used in this article 9, the term Thompson Engineering shall mean to include any parent, subsidiary or affiliated companies of Thompson Engineering and any directors, officers and employees of any of the same.



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Single Project Agreement General Terms and Conditions

10. INSURANCE

Thompson Engineering represents and warrants that it and its agents, staff and consultants employed by it are protected by worker's compensation insurance and that it has such coverage under public liability and property damage insurance policies which Thompson Engineering deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Thompson Engineering shall not be responsible for any loss, damage or liability arising from any acts by Client, its agents, staff or other consultants employed by Client.

11. INDEMNIFICATION

The Client shall indemnify and hold Thompson Engineering harmless from and against any and all losses, claims (including third party claims), damages, judgments, fees, fines, penalties and other amounts (including, without limitation, any with respect to sickness, bodily injury, wrongful death and property damage), including attorneys fees and court costs, arising directly or indirectly out of or alleged to have arisen out of the performance of Work under this Agreement or any breach by Client of its obligations hereunder, which indemnity shall not be limited by reason of the existence or nonexistence of any insurance.

As used in this paragraph, the term Thompson Engineering shall mean to include any parent, subsidiary or affiliated companies of Thompson Engineering and any directors, officers and employees of any of the same.

12. ASSIGNS

Neither the Client nor Thompson Engineering may delegate, assign sublet or transfer his duties or interest in this Agreement without the written consent of the other party.

13. SAMPLING OR TEST LOCATION

Client may be charged additional fees for costs associated with surveying of the site for the accurate horizontal and vertical locations of any tests. Field tests or boring locations described in Thompson Engineering's report or shown on sketches will be based upon information furnished by others or estimates made in the field by Thompson Engineering's representatives. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated. If the Client specifies a test or boring location, Thompson Engineering reserves the right to deviate a reasonable distance from the location specified. Thompson Engineering reserves the right to terminate its obligation to perform any Work if site conditions prevent drilling at or near the designated boring locations and these conditions were not revealed to Thompson Engineering prior to agreeing to perform the Work. If, in order to complete the borings to their designated depths, a re-drilling is necessitated by encountering impenetrable subsurface objects, this will be charged to Client at the appropriate rates contained in Thompson Engineering's standard fee schedule.

14. RIGHT TO STOP WORK

Stopping the construction work is an extreme action which should be taken only by the Client after giving serious consideration to the effects of such an order. Under no circumstances will Thompson Engineering take the initiative in issuing this order. Thompson Engineering will only provide data and recommendations.

15. ROOF CUTS

To obtain accurate information in a roof investigation, roof cuts may be necessary. It is the responsibility of our Client to make the appropriate repairs to these roof cuts using materials consistent with the roofing system and in accordance with any existing material manufacturer's warranties. A roofing contractor or maintenance personnel selected by Client should be on the roof to make repairs at the time the samples are obtained. Thompson Engineering can make temporary repairs at the time of Thompson Engineering's

inspections, but additional charges may be incurred. Although every attempt will be made to make these repaired areas water tight, Thompson Engineering will in no way be responsible for any water damage to the roofing system, building, or its contents resulting from Thompson Engineering's temporary repairs.

16. FIELD MONITORING AND TESTING

If the Scope of Work in Exhibit A includes construction field monitoring and/or testing, Thompson Engineering shall visit the project site at intervals appropriate to the stage of construction or as agreed to in writing by the Client and Thompson Engineering, in order to observe the progress and quality of the work completed by the contractor. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of the contractor's work but rather are to allow Thompson Engineering to become generally familiar with the work in progress and to determine in general if the work is proceeding in accordance with the contract documents.

Thompson Engineering shall not supervise, direct or have control over the Client's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the contractor nor for the contractor's safety precautions or programs in connection with the work. These rights and responsibilities are solely those of the contractor in accordance with the contract documents. Thompson Engineering shall not be responsible for any acts or omissions of the contractor, subcontractor, any entity performing any portion of the work, or any agents or employees of any of them. Thompson Engineering does not guarantee the performance of the contractor and shall not be responsible for the contractor's failure to perform its work in accordance with the contract documents or any applicable laws, codes, rules or regulations.

17. SAFETY

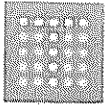
Should Thompson Engineering provide observations or monitoring services at the job site during construction, Client agrees that, in accordance with the generally accepted construction practice, the contractor will be solely and completely responsible for working conditions on the job site, including the safety of all persons and property during the performance of the work, and for compliance with OSHA regulations. These requirements will apply continuously and will not be limited to normal working hours. Any monitoring of the contractor's procedures conducted by Thompson Engineering does not include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the construction site.

18. HAZARDOUS SUBSTANCES

Client agrees to advise Thompson Engineering, prior to beginning work, of any hazardous substance on or near the site. In the event that test samples obtained during our work contain substances hazardous to health, safety or the environment, these samples remain the property of the Client. Likewise, any equipment contaminated as a result of the Work which cannot be reasonably decontaminated shall become the property and responsibility of the Client. Client agrees to pay transportation costs for samples and equipment and the fair market value of contaminated equipment.

19. REUSE OF DOCUMENTS AND ELECTRONIC MEDIA

Any and all documents and electronic media including Drawings, CADD files and Specifications prepared or furnished by Thompson Engineering (and Thompson Engineering's independent professional associates and consultants) pursuant to this Agreement are instruments of service of the Project and Thompson Engineering shall retain an ownership and property interest therein whether or not the Project is completed. Information contained in signed or sealed drawings should be deemed to be correct and superior to electronic information. Client may make and retain copies for information and reference in connection with use and occupancy of the Project by Client and others; however, such documents are not intended or represented to be suitable for



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Single Project Agreement General Terms and Conditions

reuse by Client or others on extensions of the Project or on any other project. Any reuse without written authorization or adaptation by Thompson Engineering for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Thompson Engineering, or to Thompson Engineering's subsidiaries, holding company, independent professional associates or consultants, and Client shall indemnify and hold harmless Thompson Engineering and Thompson Engineering's subsidiaries, holding company, independent professional associates and consultants from any and all claims (third party or otherwise), damages, losses and expenses, including attorney's fees, arising out of or resulting therefrom.

20. GOVERNING LAW

This agreement shall be governed by the laws of the State of Alabama and the United States.

21. ENTIRE AGREEMENT

This Agreement represents the entire agreement between Client and Thompson Engineering and supersedes all prior negotiations, representations

and agreements, either oral or written. No modification to the terms hereof shall be made unless agreed to in writing by both parties.

22. SEVERABILITY

In the event any provision, or any portion of any provisions of this Agreement is held invalid, the other provisions of this Agreement and the remaining portion of said provision, shall not be affected thereby and shall continue in full force and effect.

Approved and Authorized by:

City of Hattiesburg, Mississippi
(Client)

By: _____
As its: _____
Date: _____

Address: Post Office Box 1898
Hattiesburg, MS 39403

Thompson Engineering, Inc.

By: _____
As its: _____
Date: _____

Address: 2970 Cottage Hill Rd. Suite 190
Mobile, AL 36606

Individual with authority and the company responsible for payment of Thompson Engineering's services.

Please return executed copy of these terms and conditions to the attention of:
Christopher Baker
(251) 666-2443
(251) 666-6422

TFR Master Revitalization Plan Services

PHASE 2

Thompson Engineering and its partners will develop a community based Master Revitalization Plan for the Twin Forks Rising District in Hattiesburg, Mississippi. The services required for this project can be described as professional planning, architecture, and engineering services in general.

Thompson Engineering and its partners specifically propose the following detailed scope of work. There are two (2) tasks of Phase 2 that will take place simultaneously: Task 1 - Future Land Use Plan, and; Task 2 - Infrastructure Assessment and Prioritization.

TASK 1 - FUTURE LAND USE PLAN

Step 1 – Working Group: The City of Hattiesburg, or its representative, shall make appointments to a working group. The working group shall be between 10 (ten) and 20 (twenty) people who live in the TFR District. Group members shall come from different geographies within the district, different ages, different professions, and differing socio-economic status.

Step 2 – Working Group/Project Kickoff: The consultant team shall coordinate an initial introductory meeting with the appointed working group. The City, or its representative, shall provide for logistical support and make arrangements for all the meetings in a suitable location in the TFR District. This meeting will not only introduce the team but begin the dialogue on plan goals and objectives, process, set meeting times and locations, and establish convenient communication tools. Additionally, it is anticipated there will be 2 (two) “homework” assignments as a result of this meeting: 1) Assist in “footwork” to create the existing land use map and, 2) Use disposable cameras provided to picture what members like and dislike about the TFR District.

Step 3 – Existing Conditions: The consultant team will assemble only the necessary data required as a basis for the plan. Existing condition data from previous Phase 1 will be utilized but it is anticipated that other information such as GIS Maps, FIRM Maps and an Existing Land Use Map will be required and created.

Step 4 – Introductory Town Hall Meeting: The consultant team will conduct an Introductory Town Hall Meeting. This effort is to introduce the project to the residents of the TFR district, introduce them to the project team, and establish communication. The working group will be required to attend this meeting. The meeting will review the completed inventory and present the Existing Land Use Map. The meeting will more importantly ask the community to set goals for the District. Goals are the building blocks of the vision- goals must and shall come from the residents of the District.

Step 5 – Work Product Report: The consultant team will produce the first chapters of the Plan. The chapters will include the necessary background and history chapters, a discussion on existing conditions, and the results of the Introductory Town Hall Meeting.

Step 6 – Working Group Meeting: The working group will meet in person to review input from the Introductory Town Hall Meeting and to review the consultant teams work product to date. This meeting will prioritize the goals from the Town Hall Meeting, create objectives or steps needed to make goals a reality and also create the overall vision for the District.

Step 7 – Analysis of Barriers to Investment: The consultant team will consult with local financial sector leaders, as designated by the City or its representative, to understand a local perspective on Barriers to Investment in the TFR District. An analysis of flood regulations, permitting processes, and marketing of the District will take place. This work product will specifically identify Barriers to Investment and make recommendations on local regulatory changes, building partnerships in the financial sector, and highlight accomplishments of other revitalization efforts from around the country.

Step 8 – Development of Future Land Use Plan Alternatives and Projects: Based on all input, vision, and goals the consultant team will develop 3 (three) different Future Land Use Plan Alternative and Projects scenarios. Each alternative will be substantially different. A brief analysis of the pros and cons of each scenario will be developed. Anticipated topics to be included are: flooding, land use, economic vitality, investment, infrastructure, housing, community services, historic preservation, recreation, and public safety.

Step 9 – Working Group Meeting to Present Alternatives: The consultant team will present to the working group all 3 (three) Alternative Future Land Use Plans and Projects. The working group will debate the alternatives and select a preferred alternative with or without revisions.

Step 10 – Town Hall Meeting to Unveil Working Groups Future Land Use Plan and Projects: The consultant team will conduct a Town Hall Meeting in the District to Unveil the Preferred Future Land Use Plan and Projects. The working group will be required to attend this meeting. It is anticipated that the public will have a prescribed public comment period to review the plan and projects.

Step 11 – Working Group Meeting: After public comment is closed the consultant team will consolidate and group all input received. The input will be presented to the working group. The working group may suggest revisions to the preferred alternative plan and projects.

Step 12 – Work Product Creation: The consultant team will update the preferred plan and projects and create all additional chapters of the plan to include all work.

Step 13 – Final Working Group Meeting: The consultant team will present the complete plan document and projects with an implementation/responsibility matrix. The working group will be expected to vote and endorse the Final Plan document at this point.

Step 14 – Final Adoption:

Option A – Final Adoption: The consultant team will prepare the final plan document for adoption through the City. The consultant team responsibility will end at handing the final document to the City.

Option B – Final Adoption: The consultant team will prepare the final plan document for adoption through the City. The consultant team will attend all needed meetings of staff, the planning commission and the City Council. The team will shepherd the document through the legal adoption process. ***Note that Option B has special compensation terms in the proposed fee section***

TASK 2 - INFRASTRUCTURE ASSESSMENT AND PRIORITIZATION

Step 1: Identify any reoccurring issues or repairs in the TFR District that may be indicators of systemic system failures. Coordinate with the City and on historical issues, future needs, and any improvements planned.

Step 2: Create a map and photo-document improvements needed within the TFR District for water/sewer; streets; and enhancement projects.

Step 3: Present the findings to the working group for feedback, verification, and input. The general prioritization of projects will come from the working group.

Step 4: Create fly sheets for each project. The fly sheets will be a one (1) page synopsis of the project, a map of its location and extent, general photo documentation, and an estimated total construction cost.

Step 5: A cost/benefit analysis will be performed on each identified project. This is an analytical approach to prioritizing the projects.

Step 6: The prioritized projects, fly sheets, and cost benefit analysis will be presented to the working group. The working group will be asked to vote and make a recommendation to the City on the prioritized projects.

Step 7: The final results of the working group vote, prioritization, and fly sheets will be produced and included as part of the Master Revitalization Plan.

Step 8: Recommendations on potential funding sources for projects will be made and included in the Implementation section of the Master Revitalization Plan.

FEE:

Option A: Lump Sum \$80,000 for the TFR District Revitalization Master Plan Phase 2 including Task 1 - Future Land Use Plan and Task 2 - Infrastructure Assessment and Prioritization. This option results in the consultant teams responsibility concluding with the final delivery of the document and the City taking the document through the legal adoption process.

Option B: Lump Sum \$80,000 plus Hourly Rate authorization for the TFR District Revitalization Master Plan Phase 2 including Task 1 - Future Land Use Plan and Task 2 - Infrastructure Assessment and Prioritization. This option results in the consultant team being authorized to shepard the final document through the legal adoption process and bill hourly in accordance with the attached hourly rates.

SCHEDULE:

Please see Appendix A and B

FINAL DOCUMENT DELIVERY:

The consultant team will provide to the City 4 (four) bound originals, 1 (one) unbound original and final document in pdf on a CD.

Thompson Engineering
Schedule of Fees

The attached document is **CONFIDENTIAL**.
It is not to be reproduced or distributed without prior approval.

The following document is confidential and NOT to be distributed without prior written permission.

The rates proposed are effective immediately and are good through December 31, 2012.

General Information

All services are performed in accordance with our General Terms and Conditions, unless otherwise agreed in writing. Quotations for specific projects and defined scopes of work will be provided upon request.

The following schedule of hourly fees are applicable for all time expended on a project including: preparation, site visits, portal-to-portal travel, on-site observations, consultation, research, engineering computations, preparation of drawings/specifications, and report production. The following schedule of unit fees will apply to all tests and other specific items as indicated. Consumable materials and specialized test fixtures/devices will be invoiced on a cost plus basis.

Overtime charges at one point five (1.5) times the established rate will be applicable for services rendered between 12:00 AM Saturday and 11:59 PM Sunday and on established Company holidays. Emergency call-out (less than twenty-four hour notice) will be subject to this same rate.

Standard fees allow for reproduction and mailing of a total of two copies of applicable project report. Additional copies will be charged at \$0.50 per page, plus photographic reproduction, where applicable.

Professional services rendered related to expert witness testimony (preparation, deposition and/or courtroom) concerning litigations shall be invoiced at two point zero (2.0) times the listed hourly fees and may require a retainer. Expert witness services will require a retainer. Travel expenses and accommodations will be charged on a cost-plus basis.

Corporate Office:
2970 Cottage Hill Road, Suite 190
Mobile, Alabama 36606
Phone 251.666.2443
Fax 251.666.6422

1.0 Professional Fees

1.1 Personnel

Engineer

Senior Principal Engineer (code 003)	\$410.00/hr.
Principal Engineer II (code 008)	\$280.00/hr.
Principal Engineer (code 005)	\$235.00/hr.
Senior Engineer (code 050)	\$150.00/hr.
Project Engineer (code 150, 153, 350, 740)	\$120.00/hr.
Senior Engineering Associate (code 201)	\$120.00/hr.
Engineering Associate II (code 200)	\$100.00/hr.
Engineering Associate I (code 260)	\$90.00/hr.

Scientist / Geologist

Senior Consultant (code 311)	\$135.00/hr.
Senior Scientist (code 115)	\$120.00/hr.
Project Scientist (code 165)	\$105.00/hr.
Staff Scientist II (code 215)	\$95.00/hr.
Staff Scientist I (code 270)	\$80.00/hr.

Designer / Drafter

Senior Designer Level II (code 657)	\$110.00/hr.
Senior Designer Level I (code 656)	\$90.00/hr.
Designer Level IV (code 655)	\$85.00/hr.
Designer Level III (code 654)	\$80.00/hr.
Designer Level II (code 652)	\$75.00/hr.
CADD Technician (code 646)	\$75.00/hr.
Designer Level I (code 651)	\$65.00/hr.

Technician

Senior Materials Specialist (code 515)	\$115.00/hr.
Materials Specialist (code 514)	\$85.00/hr.
Senior Technician (code 506)	\$75.00/hr.
Level IV Technician (code 504)	\$70.00/hr.
Level III Technician (code 503)	\$60.00/hr.
Level II Technician (code 502)	\$55.00/hr.
Level I Technician (code 501)	\$50.00/hr.

Specialist

Senior Specialist (code 399)	\$115.00/hr.
Project Specialist (code 299)	\$100.00/hr.
Staff Specialist II (code 351)	\$90.00/hr.
Staff Specialist I (code 271)	\$75.00/hr.
Field Assistant (code 500)	\$50.00/hr.

Project Manager

Principal Project Manager (code 001)	\$155.00/hr.
Senior Project Manager (code 112)	\$140.00/hr.
Project Manager (code 162)	\$110.00/hr.
Project Coordinator Level II (code 250)	\$95.00/hr.
Project Coordinator Level I (code 252)	\$80.00/hr.

Consultant (Roofing, Safety, etc.)

Executive Consultant (code 004)	\$315.00/hr.
Registered Consultant (code 307)	\$150.00/hr.
Principal Consultant (code 002)	\$150.00/hr.
Senior Consultant (code 311)	\$135.00/hr.
Project Consultant (code 309)	\$110.00/hr.
Staff Consultant II (code 357)	\$100.00/hr.
Staff Consultant I (code 359)	\$85.00/hr.

Surveyor

Registered/Prof. Land Surveyor II (code 604) ...	\$130.00/hr.
Registered/Prof. Land Surveyor I (code 605)	\$110.00/hr.
Surveyor, Party Chief (code 603)	\$90.00/hr.
Surveyor, Instrument Man (code 606)	\$60.00/hr.
Surveyor, Rodman (code 607)	\$50.00/hr.

Administrative

Documentarian Level II (code 797)	\$70.00
Documentarian Level I (code 798)	\$65.00
Level II Assistant (code 799)	\$60.00
Level I Assistant (code 800)	\$55.00

1.2 Other Expenses

1. Automotive mileage \$0.67/mile
2. 4-Wheel Drive \$0.85/mile
Mileage charges apply only to projects more than 20 miles from office.
3. Silvership Boat (includes operator)+ \$820.00/day
4. Per Diem (Meals and Lodging) \$125.00/person/day
Per Diem charge in High-Cost-of-Living areas is based upon actual cost plus 20%.
5. Photographs (reproduced within report or at client's request)..... \$ 2.60 ea.
6. Color Photocopies \$3.15/page
7. Large Drawing Plots

Monochrome Linework on bond - \$1/Sq. Ft.

Size D	\$5.19/ea
Size E	\$10.39/ea
Long Plot (140x32)	\$31.11/ea.
2 pc Super Plot (140x60)	\$58.33/ea.
11x17 Reduction	\$1.30/ea
Custom (Glossy 40x28).....	\$38.89/ea.

Color Image on plain bond - \$6/Sq. Ft.

Size D	\$31.17/ea
Size E	\$62.33/ea
Long Plot (140x32)	\$186.67/ea.
2 pc Super Plot (140x60)	\$350.00/ea.
11x17 Reduction	\$7.79/ea
Custom (Glossy 106x36).....	\$185.50/ea.

8. Direct non-salary expense Cost Plus 15%

APPENDIX A
ESTIMATED PROJECT SCHEDULE
Twin Forks Rising Schedule
City of Hattiesburg, MS

		Week 1Week 2Week 3Week 4Week 5Week 6Week 7Week 8Week 9Week 10Week 11Week 12Week 13Week 14Week 15Week 16Week 17Week 18Week 19Week 20Week 21Week 22Week 23Week 24Week 25Week 26Week 27Week 28Week 29Week 30Week 31Week 32Week 33Week 34																																	
Task	Future Lans Use Plan																																		
1	Working Group																																		
2	Working Group / Project Kickoff																																		
3	Existing Conditions																																		
4	Introductory Town Hall Meeting																																		
5	Work Product Report																																		
6	Working Group Meeting																																		
7	Analysis of Barriers to Investment																																		
8	Development of Future Land Use Plan Alternative and Projects																																		
9	Working Group Meeting to present Alternatives																																		
10	Town Hall Meeting to Unveil Alternatives																																		
11	Working Group Meeting																																		
12	Work Product Creation																																		
13	Final Working Group Meeting																																		
14	Adoption																																		
	Option A																																		
	Option B																																		

APPENDIX B

[illegible]



City of Hattiesburg, MS

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

Master

File Number: 2012-1357

File ID: 2012-1357

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 11/18/2012

Brief Title: Approve MOU with MDOT for Martin Luther King Ave improvements and extension.

Final Action: 12/04/2012

Minute Book Number: MB2012-1/411

Title:

Approve Memorandum of Understanding (MOU) with MDOT in the amount of \$1,046,000.00 for Improvements and Extension of Martin Luther King Avenue Project No. STP-8761-00(002) LPA/106505-701000; Authorize Mayor to execute in duplicate.

Notes:

Sponsors:

Enactment Date:

Attachments: MOU HBG 106505, executed MOU HBG 106505

Enactment Number:

Contact:

Meeting Date: 12/04/2012

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	12/04/2012	Approve				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Naylor to Approve Memorandum of Understanding (MOU) with MDOT in the amount of \$1,046,000.00 for Improvements and Extension of Martin Luther King Avenue Project No. STP-8761-00(002) LPA/106505-701000; Authorize Mayor to execute in duplicate.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Ware and Naylor							
Nays: 0							
Yea: 5 President Bradley Council Member Delgado Council Member Carroll Vice President Ware Council Member Naylor							

Text of Legislative File 2012-1357

Title

Approve Memorandum of Understanding (MOU) with MDOT in the amount of \$1,046,000.00 for Improvements and Extension of Martin Luther King Avenue Project No. STP-8761-00(002) LPA/106505-701000; Authorize Mayor to execute in duplicate.

Summary

Approve Memorandum of Understanding with MDOT in the amount of \$1,046,000.00 for Improvements and Extension of Martin Luther King Avenue Project No. STP-8761-00(002) LPA/106505-701000; Authorize Mayor to execute in duplicate.

Budget Information

Grant of \$1,046,000.00 (80% Federal / 20% Local Match = \$261,500.00)

Expenditure Type

Grant

Purchasing Item

Publication Information

Mark C. McConnell
Deputy Executive Director/
Chief Engineer

Charles R. Carr
Director
Office of Intermodal Planning



Jackie Duckworth
Deputy Executive Director/
Administration

Willie Huff
Director
Office of Enforcement

Melinda L. McGrath
Executive Director

P. O. Box 1850 / Jackson, Mississippi 39215-1850 / Telephone (601) 359-7001 / FAX (601) 359-7110 / www.GoMDOT.com

16499B Highway 49, Saucier, MS 39574-9740
November 19, 2012

Honorable Johnny L. Dupree
Mayor, City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898

RE: Memorandum of Understanding, MOU, for STP Project
Improvements and Extension of Martin Luther King Avenue

Dear Mayor Dupree,

Attached are the duplicate copies of the MOU for the above referenced project for your review and processing. The MOU outlines responsibilities and funding as required by the MDOT project development manual, PDM, for federal funding. Please execute the MOU in duplicate and return with council/board minutes signifying approval to my office. Please mail to:

Mississippi Department of Transportation
Attn: David Seyfarth
16499#B Highway 49
Saucier, MS 39574-9740

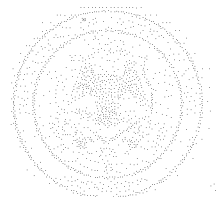
Should you need additional information, contact my office at 228-832-0682.

Sincerely,

A handwritten signature in dark ink, appearing to read "David Seyfarth", with a long horizontal flourish extending to the right.

David H. Seyfarth, PE, PS
Special Projects Engineer

cc: Project File 16-10 w/ attachments



Memorandum of Understanding

Project Number STP-8761-00(002)LPA/106505-701000
Martin Luther King Avenue Improvements
Hattiesburg, MS

This Agreement is made between the Mississippi Transportation Commission, a body Corporate of the State of Mississippi (The "COMMISSION"), acting by and through the duly authorized Executive Director of the Mississippi Department of Transportation ("MDOT") and City of Hattiesburg, Local Public Agency (hereinafter referred to as the "LPA"), for the purpose of establishing the agreed conditions under which the LPA may utilize STP Funds and subsequent acts to complete the proposed project as described below, effective as of the date of the last execution below.

WHEREAS, the LPA has announced its intentions to make improvements and extend Martin Luther King Avenue; (hereinafter referred to as the "PROJECT"); and

WHEREAS, it is anticipated that approximately \$ 1,046,000.00 in federal funds (80% federal match and 20% local match) for the construction of the PROJECT, and the above mentioned federal funds will expire if they are not obligated on or before N/A. The above funds are subject to normal reductions and obligational limitations; and

WHEREAS, the LPA agrees that if funds from FHWA are utilized that the LPA will be bound by, and will comply with, any and all federal requirements and the MDOT operating procedures, even though the federal requirements, when coupled with MDOT procedures, specify that no retainage is to be withheld.

WHEREAS, if this is an Safe Routes To Schools (SRTS) PROJECT approved by the , COMMISSION a maximum of \$ N/A for preliminary engineering and construction of the PROJECT approved, and \$ N/A for non-infrastructure activities is approved, for a total of \$ N/A in SRTS federal funds, which may be available over a period of time and are subject to normal reductions and obligation limitations, and

WHEREAS, the LPA will be responsible for all PROJECT cost over and above the maximum amount of Federal Funds allocated to the PROJECT by the COMMISSION, and

WHEREAS, the MDOT requires the LPA to provide the local share previously stated; and

WHEREAS, the COMMISSION is hereby consenting to allow the LPA to manage the PROJECT under the terms and provisions of this Memorandum of Understanding; and

WHEREAS, the COMMISSION and the LPA desire to set forth more fully the understanding of the parties with respect to the process by which this will be accomplished, and this document supersedes all other agreements unless herein specified.

NOW, THEREFORE, for and in consideration of the premises and agreements of the parties as hereinafter contained, the LPA and the COMMISSION mutually enter into the following Memorandum of Understanding for these and any future federal funds that may be allocated to this PROJECT

ARTICLE I. DUTIES AND RESPONSIBILITIES

A. The LPA, which is hereby designated as the Local Sponsor for the purposes herein, will:

1. Designate a full time employee of the LPA as the Project Director, who will serve as the person of responsible charge for the PROJECT and will coordinate all PROJECT activities with the MDOT District LPA Coordinator.
2. Follow the procedures set out in the latest online version of the Project Development Manual for Local Public Agencies (PDM) necessary for the PROJECT including, but not limited to, project activation, consultant selection, environmental process, preliminary design, Right of Way acquisition (if required), advertisement for and selection of a contractor, construction oversight, and project close out.
3. Submit to the MDOT four (4) complete sets of "as-built" plans in printed form and the original electronic files in a format that is compatible with Microstation prior to MDOT acceptance. Upon request, MDOT may waive this requirement for selected projects.
4. Be responsible for all maintenance of the PROJECT during and after completion.
5. Agree to be bound by any and all federal requirements and the MDOT operating procedures, even though the federal requirements, when coupled with MDOT procedures, specify that no retainage is to be withheld.
6. Agree that if any act of omission or commission on the part of the LPA causes loss of Federal funding from FHWA or any other source, or any penalty being imposed by the United States of America under the Clean Water Act, 33 U.S.C. § 1251, et seq. or any other provision of law, the LPA will be solely responsible for all additional costs.
7. If this is a Transportation Enhancement (TE) PROJECT then execute a Facilities Ownership and Use Policy that will allow the LPA to maintain and operate or provide for the maintenance and operation of the completed PROJECT. If this is a Transportation Museum or Welcome Center it shall be staffed by the LPA a minimum of forty (40) hours per week. All TE PROJECTS will have a permanently mounted plaque or sign identifying the FHWA and MDOT as providing funding for the PROJECT. No changes will be made to the completed PROJECT that would affect the traffic and/or traffic control on the PROJECT and/or alter the approved definition of the PROJECT as a Transportation Enhancement Project without the prior approval of the MDOT. Acceptable change must be in conformance with current standards and with provisions of the current Manual on Uniform Traffic Control Devices for Streets and Highways and American Association of State Highway and Transportation Officials (AASHTO). The LPA understands that failure to fulfill this responsibility in regard to maintenance of the PROJECT, its operation or regulation will disqualify the LPA from receiving any Transportation Enhancement Funds until such time as the deficiencies are corrected to the satisfaction of the MDOT

and FHWA, and if the deficiencies are not corrected the LPA may be required to reimburse the MDOT for all project cost.

8. If this is a SRTS PROJECT, then all participating communities will be required to participate in the project evaluation which includes data collection using tools developed by the National Center for Safe Routes to School. The tools are the Student Travel Tally and the Parent Survey. These tools will be administered three times - at the beginning of the project (required to complete the application), at the completion of the infrastructure project(s) and one year after. The SRTS coordinator can provide copies of the tallies and surveys as needed and can assist with entering the data for results. Additional evaluation required includes reporting overall changes realized by the community as a result of the Safe Routes to School program.

9. Promptly pay any consultants or contractors monies due them within 30 days of submittal of invoice from the consultant or contractor. MDOT reserves the right to withhold Federal reimbursement until adequate proof of payment has been produced should the above not be followed.

10. If there is any requirement for "matching" funds, or if the anticipated cost of construction will exceed the available Federal-aid funds, the LPA shall be solely responsible for providing said local share or any funds above the Federal-aid funds at such time as the funds may be required.

All contracts and subcontracts shall include a provision for compliance with Senate Bill 2988 from the 2008 Session of the Mississippi Legislature entitled "The Mississippi Employment Protection Act," as published in the General Laws of 2008 and codified in the Mississippi Code of 1972, as amended (Sections 71-11-1 and 71-11-3), and any rules or regulations promulgated by the COMMISSION, the Department of Employment Security, the State Tax Commission, the Secretary of State, or the Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1, et seq., Mississippi Code of 1972, as amended) regarding compliance with the Act. Under this Act, the LPA and every sub-recipient or subcontractor shall register with and participate in a federal work authorization program operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Illegal Immigration Reform and Immigration Responsibility Act of 1996, Public Law 104-208., Division C, Section 403(a); 8 USC, Section 1324a.

11. The LPA will be required to acknowledge the MDOT and the FHWA for their participation in the project in any news releases or other promotional material for the PROJECT. The PROJECT sponsor shall notify the MDOT LPA Division of any ceremonies related to the PROJECT.

12. In the event right-of-way acquisition for, or actual construction of, the road for which this preliminary engineering is undertaken is not started by the close of the tenth federal fiscal year following the fiscal year in which this preliminary engineering project is obligated, the LPA may be required to repay to the FHWA the sum or sums of Federal funds reimbursed to the LPA for this preliminary engineering work; and (2) in the event that right-of-way acquisition is started by the close of the tenth federal fiscal year, but construction is not started by the close of the twentieth federal fiscal year following the fiscal year in which this preliminary engineering project is obligated, the LPA may be

required to repay to the FHWA the sum or sums of Federal funds reimbursed to the City for this preliminary engineering work and right-of-way acquisition.

13. The LPA will be required to submit to the District LPA Coordinator monthly progress reports through the Notice to Proceed for construction, which shall include, but not be limited to, the work which has been completed that month and the planned work for the upcoming month. The LPA will also provide a progress schedule which will report whether the project is on schedule, behind or ahead and the plans for maintaining the planned schedule.

B. THE COMMISSION WILL:

1. Allow the LPA to design and construct the proposed transportation improvements provided that the design meets with MTC and FHWA approval and that all costs of the improvements that are not covered by federal funds are borne by the LPA.

2. Enter into any cooperative agreements or permits necessary to allow the LPA access to the property of the COMMISSION for the purposes of constructing the proposed transportation improvements.

3. Work with the LPA, through the District LPA Coordinator, during the various phases of the work with the goal of producing a project that will be acceptable to the COMMISSION upon completion.

4. Review all submittals in a timely manner, in accordance with the PDM, to allow the project to progress in an orderly fashion.

5. During the progress of the PROJECT, assist the LPA in obtaining reimbursements of federal funding for any phase that is eligible for reimbursement. All costs associated with this process, and any other involvement by the MDOT staff in this PROJECT, will be charged as a project cost.

6. Submit all documents to the Federal Highway Administration (FHWA) when required or requested by the FHWA.

ARTICLE II. GENERAL PROVISIONS

A. Should the LPA fail to complete the construction of the proposed transportation improvements as contemplated by this agreement after construction is commenced, the LPA agrees that it will bear all costs of completion over and above the funds supplied by the FHWA through MDOT. The COMMISSION shall have the right to audit all accounts associated with the PROJECT, and should there be any overpayment by the COMMISSION to the LPA, the LPA agrees to refund any such overpayment within 30 days of written notification. Should the LPA fail to reimburse the COMMISSION, the COMMISSION shall have the right to offset the amount due from any other funds in its possession that are due the LPA on this or any other project, current or future.

B. This Memorandum of Understanding shall be subject to termination at any time upon thirty (30) days written notice by either party. Such notice shall not, however, cancel any contract made in reliance upon this agreement and underway at the time of

termination. Any contract underway shall be allowed to conclude under its own terms. The LPA agrees to bear complete and total legal and financial responsibility for any such agreement. Additionally, funds may be suspended/terminated under the provisions of Section E, below.

C. It is understood that this is a Memorandum of Understanding and that more specific requirements for the conduct of the design of the transportation improvement project are contained in the Federal Statutes, the Code of Federal Regulations, the Mississippi Code, and the Standard Operating Procedures for MDOT, and other related regulatory authorities. The LPA agrees that it will abide by all such applicable authority.

D. In the event that any act of omission or commission on the part of the LPA causes loss of Federal funding from FHWA or any other source, or any penalty being imposed by the United States of America under the Clean Water Act, 33 U.S.C. § 1251, et seq. or any other provision of law, the LPA shall be solely responsible for all additional costs.

E. The Executive Director of MDOT may withhold federal funds for the PROJECT for any of the following reasons:

- a. Failure to proceed with the work when so instructed by the MDOT or to adhere to the requirements of the contract.
- b. Failure to perform the work with sufficient workmen, equipment and materials to assure completion within contract time.
- c. Performing unacceptable work, or neglecting or refusing to remove materials or to perform any such work as may be rejected as unacceptable.
- d. Discontinuing the prosecution of the work.
- e. Failure to comply with all federal, state and local laws, ordinances, regulations, permits, and all orders and decrees of bodies or tribunal's having jurisdiction or authority which affect those engaged or employed on the work or affect the conduct of the work.
- f. Becoming insolvent, being declared bankrupt or committing any act of bankruptcy or insolvency.
- g. Allowing a final judgment to stand unsatisfied.
- h. Making an assignment for the benefit of creditors.
- i. Failure for any other cause whatsoever to carry on the work in an acceptable manner.

Before federal Funds are terminated, the LPA will be notified in writing by the Executive Director of the conditions which make termination of funds imminent. If no effective effort has been made by the LPA, its agents, employees, contractors or subcontractors, to correct the conditions of which complaint is made, within fifteen (15)

calendar days after notice is given, the Executive Director may declare the Federal Funds suspended for the PROJECT and notify the LPA accordingly. The LPA will then have forty-five (45) days in which to correct all conditions of which complaint is made. If all conditions are not corrected within forty-five (45) days, the Executive Director may declare the federal funds for the PROJECT terminated and notify the LPA accordingly. If all conditions are corrected, within the forty-five (45) day period, the LPA will be reimbursed under the terms of this agreement, for all work satisfactorily completed during the forty-five days period.

ARTICLE III. NOTICE & DESIGNATED AGENTS

A. For purposes of implementing this section and all other sections of this Agreement with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise indentured in the addenda hereto:

For Contractual Administrative Matters:

COMMISSION:

Melinda L. McGrath, Executive Director
MDOT
P.O. Box 1850
Jackson, MS 39215-1850
Phone: 601-359-7002
Fax: 601-359-7110

LPA:

Johnny L. Dupree, Mayor
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403
Phone: 601-554-1014
Fax: 601-584-1898

For Technical Matters:

COMMISSION:

David Seyfarth,
District LPA Coordinator – District 6
MDOT
16499B Hwy 49
Saucier, MS 39574-9740
Phone: 228-832-0682
Fax: 228-832-0681

LPA:

Bert Kuyrkendall
Director of Engineering
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403
Phone: 601-554-1014
Fax: 601-584-1898

B. All notices given hereunder shall be by U.S. Certified Mail, return receipt requested, or by facsimile and shall be effective only upon receipt by the addressee at the above addresses or telephone numbers.

ARTICLE IV. RELATIONSHIP OF THE PARTIES

A. The relationship of the LPA to the COMMISSION is that of an independent contractor, and said LPA, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the COMMISSION by reason hereof. The LPA will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the COMMISSION, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

B. The COMMISSION executes all directives and orders through the MDOT. The LPA executes all directives and orders pursuant to applicable law, policies, procedures and regulations. All notices, communications, and correspondence between the COMMISSION and the LPA shall be directed to the designated agent shown above in Article III.

ARTICLE V. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

To the extent permitted by law, the Commission and the LPA agree that neither party nor their agents, employees, contractors or subcontractors, will be held liable for any claim, loss, damage, cost, charge or expenditure arising out of any negligent act, actions, neglect or omission caused solely by the other party, its agents, employees, contractors or subcontractors.

ARTICLE VI. MISCELLANEOUS

No modification of this Memorandum of Understanding shall be binding unless such modification shall be in writing and signed by all parties. If any provision of this Memorandum of Understanding shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Memorandum of Understanding is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

(Remainder of this page intentionally left blank)

ARTICLE VII. AUTHORITY TO CONTRACT

Both parties hereto represent that they have authority to enter into this Memorandum of Understanding.

This Agreement may be executed in one or more counterparts (facsimile transmission, email or otherwise), each of which shall be an original Agreement, and all of which shall together constitute but one Agreement.

So agreed this the _____ day of _____, 20____.

City of Hattiesburg

Johnny L. Dupree, Mayor

Attested:

(Appropriate clerk etc)

So agreed this the _____ day of _____, 20____.

MISSISSIPPI TRANSPORTATION COMMISSION
By and through the duly authorized
Executive Director

Melinda L. McGrath, PE
Executive Director
Mississippi Department of Transportation

Book _____, Page _____,

Attested:

Mississippi Transportation Commission
Secretary

Mark C. McConnell
Deputy Executive Director/
Chief Engineer

Charles R. Carr
Director
Office of Intermodal Planning



Jackie Duckworth
Deputy Executive Director/
Administration

Willie Huff
Director
Office of Enforcement

Melinda L. McGrath
Executive Director

P. O. Box 1850 / Jackson, Mississippi 39215-1850 / Telephone (601) 359-7001 / FAX (601) 359-7110 / www.GoMDOT.com

16499B Highway 49, Saucier, MS 39574-9740
November 19, 2012

Honorable Johnny L. Dupree
Mayor, City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898

RE: Memorandum of Understanding, MOU, for STP Project
Improvements and Extension of Martin Luther King Avenue

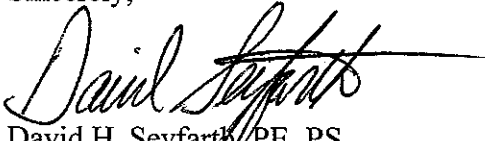
Dear Mayor Dupree,

Attached are the duplicate copies of the MOU for the above referenced project for your review and processing. The MOU outlines responsibilities and funding as required by the MDOT project development manual, PDM, for federal funding. Please execute the MOU in duplicate and return with council/board minutes signifying approval to my office. Please mail to:

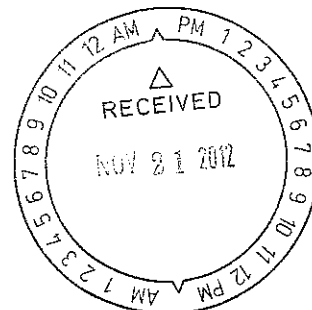
Mississippi Department of Transportation
Attn: David Seyfarth
16499#B Highway 49
Saucier, MS 39574-9740

Should you need additional information, contact my office at 228-832-0682.

Sincerely,


David H. Seyfarth, PE, PS
Special Projects Engineer

cc: Project File 16-10 w/ attachments



Memorandum of Understanding

Project Number STP-8761-00(002)LPA/106505-701000
Martin Luther King Avenue Improvements
Hattiesburg, MS

This Agreement is made between the Mississippi Transportation Commission, a body Corporate of the State of Mississippi (The "COMMISSION"), acting by and through the duly authorized Executive Director of the Mississippi Department of Transportation ("MDOT") and City of Hattiesburg, Local Public Agency (hereinafter referred to as the "LPA"), for the purpose of establishing the agreed conditions under which the LPA may utilize STP Funds and subsequent acts to complete the proposed project as described below, effective as of the date of the last execution below.

WHEREAS, the LPA has announced its intentions to make improvements and extend Martin Luther King Avenue; (hereinafter referred to as the "PROJECT"); and

WHEREAS, it is anticipated that approximately \$ 1,046,000.00 in federal funds (80% federal match and 20% local match) for the construction of the PROJECT, and the above mentioned federal funds will expire if they are not obligated on or before N/A. The above funds are subject to normal reductions and obligational limitations; and

WHEREAS, the LPA agrees that if funds from FHWA are utilized that the LPA will be bound by, and will comply with, any and all federal requirements and the MDOT operating procedures, even though the federal requirements, when coupled with MDOT procedures, specify that no retainage is to be withheld.

WHEREAS, if this is an Safe Routes To Schools (SRTS) PROJECT approved by the , COMMISSION a maximum of \$ N/A for preliminary engineering and construction of the PROJECT approved, and \$ N/A for non-infrastructure activities is approved, for a total of \$ N/A in SRTS federal funds, which may be available over a period of time and are subject to normal reductions and obligation limitations, and

WHEREAS, the LPA will be responsible for all PROJECT cost over and above the maximum amount of Federal Funds allocated to the PROJECT by the COMMISSION, and

WHEREAS, the MDOT requires the LPA to provide the local share previously stated; and

WHEREAS, the COMMISSION is hereby consenting to allow the LPA to manage the PROJECT under the terms and provisions of this Memorandum of Understanding; and

WHEREAS, the COMMISSION and the LPA desire to set forth more fully the understanding of the parties with respect to the process by which this will be accomplished, and this document supersedes all other agreements unless herein specified.

NOW, THEREFORE, for and in consideration of the premises and agreements of the parties as hereinafter contained, the LPA and the COMMISSION mutually enter into the following Memorandum of Understanding for these and any future federal funds that may be allocated to this PROJECT

ARTICLE I. DUTIES AND RESPONSIBILITIES

A. The LPA, which is hereby designated as the Local Sponsor for the purposes herein, will:

1. Designate a full time employee of the LPA as the Project Director, who will serve as the person of responsible charge for the PROJECT and will coordinate all PROJECT activities with the MDOT District LPA Coordinator.
2. Follow the procedures set out in the latest online version of the Project Development Manual for Local Public Agencies (PDM) necessary for the PROJECT including, but not limited to, project activation, consultant selection, environmental process, preliminary design, Right of Way acquisition (if required), advertisement for and selection of a contractor, construction oversight, and project close out.
3. Submit to the MDOT four (4) complete sets of "as-built" plans in printed form and the original electronic files in a format that is compatible with Microstation prior to MDOT acceptance. Upon request, MDOT may waive this requirement for selected projects.
4. Be responsible for all maintenance of the PROJECT during and after completion.
5. Agree to be bound by any and all federal requirements and the MDOT operating procedures, even though the federal requirements, when coupled with MDOT procedures, specify that no retainage is to be withheld.
6. Agree that if any act of omission or commission on the part of the LPA causes loss of Federal funding from FHWA or any other source, or any penalty being imposed by the United States of America under the Clean Water Act, 33 U.S.C. § 1251, et seq. or any other provision of law, the LPA will be solely responsible for all additional costs.
7. If this is a Transportation Enhancement (TE) PROJECT then execute a Facilities Ownership and Use Policy that will allow the LPA to maintain and operate or provide for the maintenance and operation of the completed PROJECT. If this is a Transportation Museum or Welcome Center it shall be staffed by the LPA a minimum of forty (40) hours per week. All TE PROJECTS will have a permanently mounted plaque or sign identifying the FHWA and MDOT as providing funding for the PROJECT. No changes will be made to the completed PROJECT that would affect the traffic and/or traffic control on the PROJECT and/or alter the approved definition of the PROJECT as a Transportation Enhancement Project without the prior approval of the MDOT. Acceptable change must be in conformance with current standards and with provisions of the current Manual on Uniform Traffic Control Devices for Streets and Highways and American Association of State Highway and Transportation Officials (AASHTO). The LPA understands that failure to fulfill this responsibility in regard to maintenance of the PROJECT, its operation or regulation will disqualify the LPA from receiving any Transportation Enhancement Funds until such time as the deficiencies are corrected to the satisfaction of the MDOT

and FHWA, and if the deficiencies are not corrected the LPA may be required to reimburse the MDOT for all project cost.

8. If this is a SRTS PROJECT, then all participating communities will be required to participate in the project evaluation which includes data collection using tools developed by the National Center for Safe Routes to School. The tools are the Student Travel Tally and the Parent Survey. These tools will be administered three times - at the beginning of the project (required to complete the application), at the completion of the infrastructure project(s) and one year after. The SRTS coordinator can provide copies of the tallies and surveys as needed and can assist with entering the data for results. Additional evaluation required includes reporting overall changes realized by the community as a result of the Safe Routes to School program.

9. Promptly pay any consultants or contractors monies due them within 30 days of submittal of invoice from the consultant or contractor. MDOT reserves the right to withhold Federal reimbursement until adequate proof of payment has been produced should the above not be followed.

10. If there is any requirement for "matching" funds, or if the anticipated cost of construction will exceed the available Federal-aid funds, the LPA shall be solely responsible for providing said local share or any funds above the Federal-aid funds at such time as the funds may be required.

All contracts and subcontracts shall include a provision for compliance with Senate Bill 2988 from the 2008 Session of the Mississippi Legislature entitled "The Mississippi Employment Protection Act," as published in the General Laws of 2008 and codified in the Mississippi Code of 1972, as amended (Sections 71-11-1 and 71-11-3), and any rules or regulations promulgated by the COMMISSION, the Department of Employment Security, the State Tax Commission, the Secretary of State, or the Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1, et seq., Mississippi Code of 1972, as amended) regarding compliance with the Act. Under this Act, the LPA and every sub-recipient or subcontractor shall register with and participate in a federal work authorization program operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Illegal Immigration Reform and Immigration Responsibility Act of 1996, Public Law 104-208., Division C, Section 403(a); 8 USC, Section 1324a.

11. The LPA will be required to acknowledge the MDOT and the FHWA for their participation in the project in any news releases or other promotional material for the PROJECT. The PROJECT sponsor shall notify the MDOT LPA Division of any ceremonies related to the PROJECT.

12. In the event right-of-way acquisition for, or actual construction of, the road for which this preliminary engineering is undertaken is not started by the close of the tenth federal fiscal year following the fiscal year in which this preliminary engineering project is obligated, the LPA may be required to repay to the FHWA the sum or sums of Federal funds reimbursed to the LPA for this preliminary engineering work; and (2) in the event that right-of-way acquisition is started by the close of the tenth federal fiscal year, but construction is not started by the close of the twentieth federal fiscal year following the fiscal year in which this preliminary engineering project is obligated, the LPA may be

required to repay to the FHWA the sum or sums of Federal funds reimbursed to the City for this preliminary engineering work and right-of-way acquisition.

13. The LPA will be required to submit to the District LPA Coordinator monthly progress reports through the Notice to Proceed for construction, which shall include, but not be limited to, the work which has been completed that month and the planned work for the upcoming month. The LPA will also provide a progress schedule which will report whether the project is on schedule, behind or ahead and the plans for maintaining the planned schedule.

B. THE COMMISSION WILL:

1. Allow the LPA to design and construct the proposed transportation improvements provided that the design meets with MTC and FHWA approval and that all costs of the improvements that are not covered by federal funds are borne by the LPA.

2. Enter into any cooperative agreements or permits necessary to allow the LPA access to the property of the COMMISSION for the purposes of constructing the proposed transportation improvements.

3. Work with the LPA, through the District LPA Coordinator, during the various phases of the work with the goal of producing a project that will be acceptable to the COMMISSION upon completion.

4. Review all submittals in a timely manner, in accordance with the PDM, to allow the project to progress in an orderly fashion.

5. During the progress of the PROJECT, assist the LPA in obtaining reimbursements of federal funding for any phase that is eligible for reimbursement. All costs associated with this process, and any other involvement by the MDOT staff in this PROJECT, will be charged as a project cost.

6. Submit all documents to the Federal Highway Administration (FHWA) when required or requested by the FHWA.

ARTICLE II. GENERAL PROVISIONS

A. Should the LPA fail to complete the construction of the proposed transportation improvements as contemplated by this agreement after construction is commenced, the LPA agrees that it will bear all costs of completion over and above the funds supplied by the FHWA through MDOT. The COMMISSION shall have the right to audit all accounts associated with the PROJECT, and should there be any overpayment by the COMMISSION to the LPA, the LPA agrees to refund any such overpayment within 30 days of written notification. Should the LPA fail to reimburse the COMMISSION, the COMMISSION shall have the right to offset the amount due from any other funds in its possession that are due the LPA on this or any other project, current or future.

B. This Memorandum of Understanding shall be subject to termination at any time upon thirty (30) days written notice by either party. Such notice shall not, however, cancel any contract made in reliance upon this agreement and underway at the time of

termination. Any contract underway shall be allowed to conclude under its own terms. The LPA agrees to bear complete and total legal and financial responsibility for any such agreement. Additionally, funds may be suspended/terminated under the provisions of Section E, below.

C. It is understood that this is a Memorandum of Understanding and that more specific requirements for the conduct of the design of the transportation improvement project are contained in the Federal Statutes, the Code of Federal Regulations, the Mississippi Code, and the Standard Operating Procedures for MDOT, and other related regulatory authorities. The LPA agrees that it will abide by all such applicable authority.

D. In the event that any act of omission or commission on the part of the LPA causes loss of Federal funding from FHWA or any other source, or any penalty being imposed by the United States of America under the Clean Water Act, 33 U.S.C. § 1251, et seq. or any other provision of law, the LPA shall be solely responsible for all additional costs.

E. The Executive Director of MDOT may withhold federal funds for the PROJECT for any of the following reasons:

- a. Failure to proceed with the work when so instructed by the MDOT or to adhere to the requirements of the contract.
- b. Failure to perform the work with sufficient workmen, equipment and materials to assure completion within contract time.
- c. Performing unacceptable work, or neglecting or refusing to remove materials or to perform any such work as may be rejected as unacceptable.
- d. Discontinuing the prosecution of the work.
- e. Failure to comply with all federal, state and local laws, ordinances, regulations, permits, and all orders and decrees of bodies or tribunal's having jurisdiction or authority which affect those engaged or employed on the work or affect the conduct of the work.
- f. Becoming insolvent, being declared bankrupt or committing any act of bankruptcy or insolvency.
- g. Allowing a final judgment to stand unsatisfied.
- h. Making an assignment for the benefit of creditors.
- i. Failure for any other cause whatsoever to carry on the work in an acceptable manner.

Before federal Funds are terminated, the LPA will be notified in writing by the Executive Director of the conditions which make termination of funds imminent. If no effective effort has been made by the LPA, its agents, employees, contractors or subcontractors, to correct the conditions of which complaint is made, within fifteen (15)

calendar days after notice is given, the Executive Director may declare the Federal Funds suspended for the PROJECT and notify the LPA accordingly. The LPA will then have forty-five (45) days in which to correct all conditions of which complaint is made. If all conditions are not corrected within forty-five (45) days, the Executive Director may declare the federal funds for the PROJECT terminated and notify the LPA accordingly. If all conditions are corrected, within the forty-five (45) day period, the LPA will be reimbursed under the terms of this agreement, for all work satisfactorily completed during the forty-five days period.

ARTICLE III. NOTICE & DESIGNATED AGENTS

A. For purposes of implementing this section and all other sections of this Agreement with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise indentured in the addenda hereto:

For Contractual Administrative Matters:

COMMISSION:

Melinda L. McGrath, Executive Director
MDOT
P.O. Box 1850
Jackson, MS 39215-1850
Phone: 601-359-7002
Fax: 601-359-7110

LPA:

Johnny L. Dupree, Mayor
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403
Phone: 601-554-1014
Fax: 601-584-1898

For Technical Matters:

COMMISSION:

David Seyfarth,
District LPA Coordinator – District 6
MDOT
16499B Hwy 49
Saucier, MS 39574-9740
Phone: 228-832-0682
Fax: 228-832-0681

LPA:

Bert Kuyrkendall
Director of Engineering
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403
Phone: 601-554-1014
Fax: 601-584-1898

B. All notices given hereunder shall be by U.S. Certified Mail, return receipt requested, or by facsimile and shall be effective only upon receipt by the addressee at the above addresses or telephone numbers.

ARTICLE IV. RELATIONSHIP OF THE PARTIES

A. The relationship of the LPA to the COMMISSION is that of an independent contractor, and said LPA, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the COMMISSION by reason hereof. The LPA will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the COMMISSION, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

B. The COMMISSION executes all directives and orders through the MDOT. The LPA executes all directives and orders pursuant to applicable law, policies, procedures and regulations. All notices, communications, and correspondence between the COMMISSION and the LPA shall be directed to the designated agent shown above in Article III.

ARTICLE V. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

To the extent permitted by law, the Commission and the LPA agree that neither party nor their agents, employees, contractors or subcontractors, will be held liable for any claim, loss, damage, cost, charge or expenditure arising out of any negligent act, actions, neglect or omission caused solely by the other party, its agents, employees, contractors or subcontractors.

ARTICLE VI. MISCELLANEOUS

No modification of this Memorandum of Understanding shall be binding unless such modification shall be in writing and signed by all parties. If any provision of this Memorandum of Understanding shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Memorandum of Understanding is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

(Remainder of this page intentionally left blank)

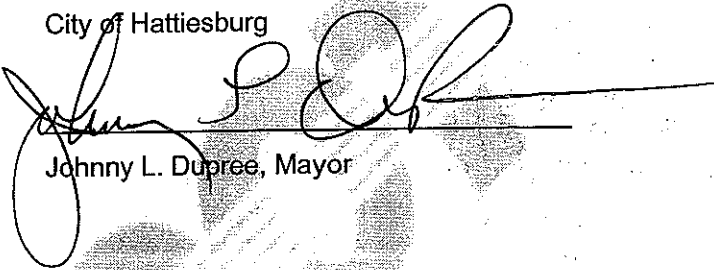
ARTICLE VII. AUTHORITY TO CONTRACT

Both parties hereto represent that they have authority to enter into this Memorandum of Understanding.

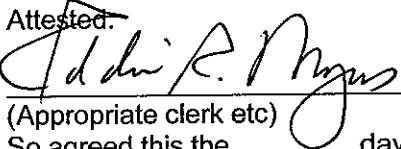
This Agreement may be executed in one or more counterparts (facsimile transmission, email or otherwise), each of which shall be an original Agreement, and all of which shall together constitute but one Agreement.

So agreed this the 4th day of December, 2012.

City of Hattiesburg


Johnny L. Dupree, Mayor

Attested:


(Appropriate clerk etc)

So agreed this the _____ day of _____, 20____.

MISSISSIPPI TRANSPORTATION COMMISSION
By and through the duly authorized
Executive Director

Melinda L. McGrath, PE
Executive Director
Mississippi Department of Transportation

Book _____, Page _____.

Attested:

Mississippi Transportation Commission
Secretary



City of Hattiesburg, MS

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

Master

File Number: 2012-1362

File ID: 2012-1362

Type: Regular Agenda Item

Status: Agenda Ready

Version: 2

Reference:

In Control: City Council

File Created: 11/21/2012

Brief Title: Authorize Mayor to execute grant closeout package in triplicate for KCDBG grant No. R-103-205-01-KED (WisPak).

Final Action: 12/04/2012

Minute Book Number: MB2012-1/411

Title:

Authorize Mayor to execute grant closeout package in triplicate for KCDBG grant No. R-103-205-01-KED (WisPak).

Notes:

Sponsors:

Enactment Date:

Attachments: Closeout Package -WISPAK, executed Closeout Package -WISPAK

Enactment Number:

Contact:

Meeting Date: 12/03/2012

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	City Council	12/04/2012	Authorize				Pass
Action Text: A MOTION was made by Council Member Naylor and seconded by Council Vice President Ware to Authorize Mayor to execute grant closeout package in triplicate for KCDBG grant No. R-103-205-01-KED (WisPak).							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Ware and Naylor							
Nays: 0							
Yea: 5 President Bradley Council Member Delgado Council Member Carroll Vice President Ware Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2012-1362

Title

Authorize Mayor to execute grant closeout package in triplicate for KCDBG grant No. R-103-205-01-KED (WisPak).

Summary

Authorize Mayor to execute grant closeout package in triplicate for KCDBG grant No. R-103-205-01-KED (WisPak).

Budget Information

Expenditure Type

Purchasing Item

Publication Information

**MISSISSIPPI DEVELOPMENT AUTHORITY-DISASTER RECOVERY DIVISION
KATRINA COMMUNITY DEVELOPMENT BLOCK GRANT (KCDBG)
RECIPIENT CLOSEOUT PROCEDURES**

The closeout of a Mississippi Development Authority-Disaster Recovery Division (MDA-DRD) Katrina Community Development Block Grant (KCDBG) follows a process by which the MDA-DRD determines that all applicable administrative actions and all required work on the project have been completed. This closeout package is to be used for all DRD Economic Development, Community Revitalization, Tourism, Planning, and Code Enforcement Grant Programs. Please **check only one** box on the Certificate of Completion to indicate the grant project you are completing. Each Grant Recipient is responsible for ensuring an orderly and timely phase-out of projects. The Grant Recipient must also ensure that the financial settlement of the subcontracts and vendor claims has been satisfied.

The MDA-DRD must conduct onsite programmatic and fiscal monitoring reviews of the project prior to the closeout of the project. Any observations and findings identified through the monitoring process must be resolved to the satisfaction of the MDA-DRD prior to project closeout. Copies of the monitoring report and related documents must be included in the MDA-DRD official grant file.

Three (3) closeout packages bearing the original signatures of the designated signatory officials are due to the MDA-DRD within **90 days** after the completion or expiration of the subgrant/subcontract. The closeout may be revised no more than once after the initial package is received. The revision will be accepted no later than 120 days after the ending date of the subgrant/subcontract activities.

INSTRUCTIONS FOR COMPLETING THE MDA- DRD CLOSEOUT PACKAGE

The following documents are required components of the MDA- DRD closeout package:

I. Recipient's Closeout Checklist

Grant recipients should check the appropriate boxes concerning each of the closeout documents. Explain fully in the space provided any item(s) not submitted or any item(s) to be sent separately.

II. Certificate of Completion

Grant recipients should list all activities undertaken, certifying that they have been carried out in accordance with the grant agreement. It also ensures that the provisions have been made for the payment of all unpaid claims, and that neither the State nor the Federal government is under an obligation to make any further payments under the agreement in the excess of the amount stated in the document. This document requires the project to report all budgeted GRANT funds and other funds. Projects are also required to list the actual payment of all GRANT funds and other funds that were used for a specific subactivity.

III. Recipient Performance Certification Report

This document addresses the National Policy Objectives. Grant recipients should list the planned and actual beneficiaries and the planned and actual low- to moderate-income beneficiaries by subactivity.

IV. Ethnic Beneficiary Information

Grant recipients should complete the table (appended to this section) regarding the number of persons in the area of service and the number of persons who will directly benefit from the project.

V. Outstanding Claimants List

When unclaimed funds are returned to MDA, a list of all possible claimants of these funds shall be prepared and attached to the Recipient's Release. The purpose is to reserve these funds and make future payments if necessary. The list shall include the following pertinent data:

- A. Claimant's name, last known address, amount of money due, and social security number (if claimant is a training program enrollee) for each individual to whom checks for wages (or other outstanding checks) were due.
- B. For employee checks, the pay period during which the money was earned, the number of hours, hourly rate of pay, and dates worked.
- C. Check number, date of issuance, and amount of each uncashed check.
- D. Name, address, and telephone number of any person who may be contacted in connection with any claim which may arise. Normally, this would be the individual who has control of the subcontractor.

Grant recipients who do not anticipate possible claimants of grant funds after closeout should enter “N/A” on this form.

VI. Inventory and Program Income Form

This document consists of three (3) categories: Real Estate, Equipment, and Program Income. The property and equipment that have been purchased with GRANT funds should be listed with the purchase price, use of the property and/or equipment, date to be used, disposition date and reason for and method of disposition (if applicable). All program income collected to date should be listed, including the activity, additional payments, and the use of the program income.

Use of real property, equipment and program income during the subgrant period and after closeout:

- A. Real Property- Reference 24 CFR Part 85.31(a-c). Real property acquired under a subgrant will vest upon acquisition in the subgrantee. Real property will be used for the originally authorized purposes as long as needed for those purposes, and the subgrantee shall not dispose of or encumber its title or other interests. When real property is no longer needed for the originally authorized purpose, the subgrant recipient will request disposition instructions from the MDA-DRD **prior to disposition**. All income derived from the sale or use of the property is program income and must be returned to the MDA-DRD.

The standards for the use of real property acquired or improved in whole or in part using CDBG funds in excess of \$25,000, as set forth in 24 CFR Part 570.505, apply for a period of **five (5) years** after the closeout of the grant from which the assistance to the property was provided, in this case the grant agreement between the MDA-DRD and the United States Department of Housing and Urban Development (HUD).

- B. Equipment- Per 24 CFR Part 85.32(c), equipment shall be used by the Recipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by Federal funds. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by a Federal agency, or disposed of following the guidelines set forth in 24 CFR Part 85.32 (e).
- C. Program Income- During the subgrant period, program income (other than program income deposited in a revolving fund) must be used to cover program costs before additional grant funds are requested. If program income is put in a revolving fund, the funds must be used for the same activity for which the revolving fund was established. The account must be interest bearing, and interest earned or funds held in the account must be remitted to the grantee (MDA-DRD) at least annually.

Program income received after the closeout of the agreement between the MDA-DRD and the Recipient shall be returned to the MDA-DRD.

VII. Certification of Recipient Compliance

- A. Release -- This document releases the unexpended or unobligated balance of the award back to the MDA. The total amount paid to the project by MDA must be entered. This amount must reflect the actual expenditure. Do not round off expenditures.
- B. Assignment of Refunds, Rebates and Credits -- This execution guarantees that the recipient/subcontractor will immediately remit any refunds or credits applicable to the recipient/subcontractor. Examples: telephone refunds and insurance refunds.
- C. Inventory Certification -- This section is used to account for all items or materials and equipment purchased, furnished or acquired.

VIII. Agreement Relative to Closeout of the Mississippi Development Authority-Disaster Recovery Division Grant Programs

By signing the Agreement Relative to Closeout of the MDA-DRD Grant, the Recipient is certifying that the entire closeout document meets the individual requirements included in the closeout package. Further, this document is an agreement between the Recipient and MDA-DRD that permits the closeout of the project activities contingent on the promise that all funds will be audited. Upon receipt of a copy of the Recipient's audit report and resolution of any findings related to the subgrant (if applicable), the MDA-DRD will notify the Recipient in writing that the Recipient has fulfilled its audit requirements relative to the subgrant agreement.

IX. Final Request for Cash (RFC) Consolidated Support Sheet

A Final RFC Consolidated Support Sheet with the actual final cost of the project, including match, must be completed and submitted with the closeout package. The Consolidated Support Sheet must be marked "final."

X. Final MDA-DRD Quarterly Report

A Final MDA-DRD Quarterly Report is due at the time of closeout, outlining the performance measures for the life of the project. This report should follow the same format as the quarterly performance reports submitted to the MDA-DRD during the operation of the project.

XI. Refund Check (if applicable)

**MISSISSIPPI DEVELOPMENT AUTHORITY
DISASTER RECOVERY DIVISION
RECIPIENT'S CLOSEOUT CHECKLIST**

Recipient City of Hattiesburg
 Subgrant Contract Number R-103-205-01-KED

In compliance with the requirements of the MDA-DRD Recipient Closeout Procedures and the terms and conditions of the subgrant/contract, the following closeout documents are enclosed: (Check the appropriate boxes concerning each of the closeout documents. Explain fully in the space provided below any item not submitted or any item to be sent separately. Use separate sheet, if necessary.)

Type of Document	Enclosed	Not Applicable	Sending Separately	Unable to Furnish
1. Certification of Completion	X			
2. Recipient Performance Certification Report	X			
3. Ethnic Beneficiary Information	X			
4. Outstanding Claimants List	X			
5. Inventory and Program Income Form	X			
6. Certificate of Recipient Compliance	X			
7. Agreement Relative to Closeout	X			
8. Final Request for Cash Consolidated Support Sheet.	X			
9. Final MDA-DRD Quarterly Report	X			
10. Refund Check (if applicable)		X		

Explanation/Comments: _____

STATE OF MISSISSIPPI MISSISSIPPI DEVELOPMENT AUTHORITY DISASTER RECOVERY DIVISION KATRINA COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAMS		NAME OF RECIPIENT City of Hattiesburg								
		CONTRACT NUMBER R-103-205-01-KED GRANT NUMBER R-103-205-01-KED								
CERTIFICATE OF COMPLETION										
FINAL STATEMENT OF COST										
PROGRAM CATEGORIES	ACTIVITY	To Be Completed by Recipient							To Be Completed By the State	State Comments
Grant Type (check One): TOURISM () ECONOMIC DEVELOPMENT () COMMUNITY REVITALIZATION () COMM. REVITALIZATION GO ZONE (X) PLANNING () CODE ENFORCEMENT ()	GRANT Funds Budgeted	Other Funds Budgeted	A Actual GRANT Cost Paid	B Actual Other Cost Paid	C Total Cost	Deobligated GRANT Funds Unutilized to be Canceled	Refund Balance of Grant Payable	D Approved Total Cost		
1. Acquisition, Disposition										
2. Legal										
3. Center, Family (Senior Center/ Neighborhood)										
4. Public Facilities (a) Water (b) Sewer (c) Flood and Drainage Facilities (d) Other (Specify)	2,267,866.00	832,983.53	2,267,866.00	832,983.53	3,100,849.53	0.00	0.00	3,100,849.53		
5. Street, Bridges										
6. Other Public Facilities										
7. Contingencies	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
8. Removal of Architectural Barriers										
9. Engineering	199,811.00	33,216.01	199,811.00	33,216.01	233,027.01	0.00	0.00	233,027.01		
10. Administration	66,651.00	0.00	66,651.00	0.00	66,651.00,	0.00	0.00	66,651.00		
11. Building Rehab										
12. Training										
13. Advertising										

	GRANT Funds Budgeted	Other Funds Budgeted (MATCH)	A Actual GRANT Cost Paid	B Actual Other Cost Paid (MATCH)	C Total Cost	Deobligated GRANT Funds Unutilized to be Canceled	Refund Balance of Grant Payable	D Approved Total Cost		
14. Economic Development Activities: (a) Assistance to Non-Profit (b) Assistance to For-Profit Entities (c) Microenterprises or Small Businesses										
15. Unspecified Activities										
16. Planning										
17. Audit										
18. Total Other Cost (Match)										
19. Total GRANT Cost	2,534,328.00	866,199.54	2,534,328.00	866,199.54	3,400,527.54	0.00	0.00	3,400,527.54		
COMPUTATION OF GRANT BALANCE										
DESCRIPTION							TO BE COMPLETED BY RECIPIENT	TO BE COMPLETED BY THE STATE		
1. Grant Agreement Amount							2,534,328.00			
2. Amount for Unsettled Third-Party Claims							0.00			
3. Grant Amount Received (amount of "grant funds received")							2,534,328.00			
4. GRANT Amount Deobligated							0.00			
5. Amount of Refund * This amount shall be repaid to the State by check and must include the following:							0.00			
(a) Unexpended Funds Amount							0.00			
(b) Outstanding Claimant's Amount (as applicable)							0.00			
(c) Total Amount Refunded							0.00			
(d) Enter Check Number							0.00			
LIST ANY UNPAID COSTS AND UNSETTLED THIRD-PARTY CLAIMS AGAINST THE RECIPIENT'S GRANT. DESCRIBE CIRCUMSTANCES AND AMOUNTS INVOLVED: NOT APPLICABLE										

**MISSISSIPPI DEVELOPMENT AUTHORITY
DISASTER RECOVERY DIVISION
RECIPIENT PERFORMANCE CERTIFICATION REPORT**

Recipient	City of Hattiesburg	Contact Number	R-103-205-01-KED
Completed By/Person Completing Form	Michele Moore, Jimmy Gouras Urban Planning Consultants		

National Policy Objective(s) Addressed:

Low and moderate income	X
Urgent Needs/Threat to Health	
Slums and Blight	

MEASURES OF ACCOMPLISHMENTS
(Enter data into all fields that apply to your program or project)

	Beneficiaries			Low/Mod	
	Planned	Actual		Planned	Actual
1. Acquisition/Disposition					
2. Clearance/Code Enforcement					
3. Public Facilities					
a. Water					
b. Sewer					
c. Flood/drainage					
d. Others (Specify)					
4. Streets					
5. Other Public Facilities					
6. Removal of Architectural Barriers					
7. Planning Only					
8. Administration	No Measures Required				
9. Economic Development					
a. Assistance to Non-Profit Entities					
b. Assistance to For-Profit Entities					
c. Micro-enterprises or Small Business					
10. Building Rehab					

11. Training				
12. Number of Households Served				
13. Number of Female Heads of Household Served				
14. Number of Elderly Beneficiaries				
15. Number of Handicapped Beneficiaries				
16. Number of Jobs Created	54	63	28	47
17. Unspecified Activities	No Measures Required			

	FINANCIAL PERFORMANCE			
	Planned	Actual		
Total Grant Project Expenditures	2,534,328.00	2,534,328.00		
Total Other Expenditures (Match)	866,199.54	866,199.54		
<u>Leveraging Ratio:</u>				
<u>Total amount other funds</u>				
<u>allowable as leveraging*</u>				
-				
*Do not use program income.				

AUDIT

Date of most recent audit:

Findings resolved, if any (Y/N):

NOTE: For all water and sewer projects, Recipient must include copy of final approval by the State Department of Health and Bureau of Pollution Control (whichever is applicable). See last page of closeout package for agency contact information.

TOURISM INDUSTRY RESTORATION GRANTS ONLY:

Complete National Policy Objective and Financial Performance sections only.

ETHNIC BENEFICIARY INFORMATION FOR GRANT AND EMERGENCY PROJECTS

Complete the following table regarding the number of persons who will directly benefit from this project.

- | | |
|---|--|
| 1. White | 9. American Indian/Alaskan Native and Black/African American |
| 2. Black/African American | 10. Other Multi Racial |
| 3. Asian | 11. Female Head of households |
| 4. American Indian/Alaskan Native | 12. Total number of minorities |
| 5. Native Hawaiian/Other Pacific Islander | 13. Number of elderly (+62) |
| 6. American Indian/Alaskan Native and White | 14. Total number of handicapped |
| 7. Asian and White | 15. Number of children 18 or younger |
| 8. Black/African American & White | |

a. Activity

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Planned in Application	32	30								1					
Actual Beneficiaries	32	30								1					

b. Activity

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Planned in Application															
Actual Beneficiaries															

c. Activity

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Planned in Application															
Actual Beneficiaries															

d. Activity

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Planned in Application															
Actual Beneficiaries															

e. Activity

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Planned in Application															
Actual Beneficiaries															

**MISSISSIPPI DEVELOPMENT AUTHORITY
DISASTER RECOVERY DIVISION**

OUTSTANDING CLAIMANTS LIST

Recipient

City of Hattiesburg

Contract Number

R-103-205-01-KED

Claimant's Name, Address, S.S. # (Where Applicable)	Check #	Amount	Date	Pay Period Hours and Rate	Other Contact Name and Address
1. NO CLAIMANT					
2.					
3.					
4.					
5.					
6.					
7.					

INVENTORY AND PROGRAM INCOME FORM

Real Estate: List the property purchased with GRANT funds and considered to be surplus property, the type of property, (i.e., lots, land, buildings), price paid for each property, the proposed use of the property, and the date the property is expected to be used. If the real property was disposed of, list the reason for disposition, method of disposition, and the disposition date. As defined at 24 CFR Part 85.3, “real property” means land, including land improvements, structures and appurtenances thereto, excluding movable machinery and equipment.

Number or Amount	Type of Property	Purchase Price	Proposed Use of Property	Date to be Used	Disposition Date of Property (if applicable)	Reason for and Method of Disposition
N/A						

Equipment: List the equipment purchased with GRANT/LOAN funds, the price paid for each piece of equipment, and the use of the equipment. If the equipment was disposed of, list the reason for disposition, method of disposition, and the disposition date. As defined at 24 CFR Part 85.3, “Equipment” means tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.

Number or Amount	Type of Equipment	Purchase Price	Use of Equipment	Disposition Date of Equipment (if applicable)	Reason for and Method of Disposition
N/A					

Program Income: List the amount of program income collected to date, the type of activity generating program income (i.e., public facility, economic development, etc.), the estimated amount of additional program income payments expected, and the proposed use of the program income. Program income received after the closeout of the agreement between the MDA-DRD and the Recipient shall be returned to the MDA-DRD. As defined at 24 CFR Part 85.25(b), “program income” means gross income received by the grantee or subgrantee directly generated by a grant supported activity, or earned only as a result of the grant agreement during the grant period. “During the grant period” is the time between the effective date of the award and the ending date of the award reflected in the final financial report.

Amount Collected To Date	Activity	Additional Payments	Proposed Use of Program Income
N/A			

CERTIFICATE OF RECIPIENT COMPLIANCE

1. Release

Pursuant to the terms of said subgrant/contract and in consideration of the sum of \$2,534,238.00 (Total Amount Paid & Payable by MDA-DRD), upon payment of the said sum the Recipient does remise, release, and discharge MDA-DRD, its officers, agents, and employees, of and from all liabilities, obligations, claims, and demands whatsoever under or arising from the said subgrant/contract, **except the following**:

- a. Specified claims in stated amounts or in estimated amounts where the amounts are not susceptible of exact statement by the Recipient, as follows:

_____ none _____
(If none, so state)

- b. Claims, together with reasonable expenses incidental thereto, based upon the liabilities of the Recipient to third parties arising out of the performance of the said subgrant/contract, which are not known to the Recipient on the date of execution of this release and of which the Recipient gives notice in writing to the MDA-DRD within the period specified in the said subgrant/contract.
- c. Claims, after closeout, for costs which result from the liability to pay Unemployment Insurance costs under a reimbursement system or to settle Worker's Compensation claims.

2. Assignment of Refunds, Rebates and Credits

Pursuant to the terms of said contract and in consideration of the reimbursement of costs and payment of fees as provided in the said contract and any assignment thereunder, the Contractor hereby does the following:

- a. Assign, transfer, set over and release to MDA-DRD all right, title and interest to all refunds, rebates, credits or other amounts (including any interest thereon) arising or which may hereafter accrue thereunder.
- b. Agree to take whatever action may be necessary to effect prompt collection of all such refunds, rebates, credits or other amounts (including interest thereon due or which may become due, and to forward promptly to MDA-DRD) for any proceeds so collected. The reasonable costs of any such action to effect collection shall constitute allowable costs when approved by the MDA-DRD as stated in the said contract and may be applied to reduce any amount otherwise payable to MDA-DRD under the terms hereof.
- c. Agree to cooperate fully with MDA-DRD as to any claim or suit in connection with such refunds, rebates, credits or other amounts due (including any interest thereon); to execute any protest, pleading, application, power of attorney or other papers in connection therewith; and to permit MDA-DRD or the Federal Grant of Agency to represent it at any hearing, trial or other proceeding arising out of such claim or suit.

3. Inventory Certification (Select One)

- a. _____ The Recipient hereby certifies that all items of materials and equipment purchased, furnished, or transferred for or to said Recipient were done so in accordance with the terms and conditions of said subgrant/contract.
- b. X The Recipient hereby certifies that no equipment was furnished or acquired under the terms and conditions of said subgrant/contract.

4. Recipient and Subrecipient Monitoring

The Recipient hereby certifies that onsite fiscal and programmatic reviews of the project(s) covered by this subgrant agreement were conducted, and that any findings identified in the monitoring report were resolved to the satisfaction of the MDA-DRD, prior to the submission of this closeout package. Further, the Recipient certifies that fiscal and programmatic reviews of subrecipient(s) (where applicable) were conducted by the Recipient, and any findings identified in the monitoring report(s) resolved, prior to the final fiscal and programmatic monitoring review of the Recipient. Copies of the Recipient and

subrecipient monitoring reports and all related documents shall be maintained in the Recipient's official grant file for the period identified in the Record Retention section of the Agreement Relative to Closeout.

5. General Statement of Compliance

The Recipient further certifies that all other terms and conditions of said subgrant/contract have been complied with.

AGREEMENT RELATIVE TO CLOSEOUT OF DISASTER RECOVERY DIVISION GRANT PROGRAMS

This Agreement is between City of Hattiesburg ("Recipient") and the Mississippi Development Authority Disaster Recovery Division ("Division").

Closeouts/Audits

The parties to this Agreement desire to close out the Recipient's Katrina Community Development Block Grant (KCDBG) Number R-103-205-01-KED (the "Grant").

Because of regulatory and legislative changes, the Division no longer requires a final audit of an individual grant at closeout.

Rather than waiting for Recipient's next periodic single or program-specific audit, the parties desire to close out the Grant **subject to subsequent audit(s)**.

THEREFORE, in consideration of the mutual promises contained herein, the parties to this Agreement agree as follows:

1. Recipient will submit to the Division its subsequent single or program-specific audit or audits, which shall comply with federal and state requirements and which shall cover all periods in which any Grant costs have been incurred. Recipients should refer to the KCDBG audit guidelines for further information and to determine whether a single or program-specific audit must be performed.
2. Recipient shall remit to the Division the amount of any costs which are disallowed by the subsequent single or program-specific audit(s) and which disallowances are sustained by the state.
3. Upon receipt of a copy of the Recipient's audit report and resolution of any findings related to the subgrant/contract (if applicable), the MDA-DRD will notify the Recipient in writing that the Recipient has fulfilled its audit requirements relative to the subgrant agreement.
4. Recipient acknowledges that the subgrant/contract is subject to monitoring by the United States Department of Housing and Urban Development (HUD), the Federal awarding agency, and that findings of noncompliance may be taken into account by HUD and the MDA-DRD as unsatisfactory performance of the Recipient in the consideration of any future grant award.
5. The Agreements contained herein are in addition to any other agreements between the parties relative to the closeout of the Grant. Recipient agrees to abide by all governing laws and regulations.

Record Retention

1. Pursuant to 24 CFR Subsection 570.490(d), the Recipient agrees to maintain records, including support documentation, **for the greater of** three years from closeout of the grant agreement between the Division and the United States Department of Housing and Urban Development (HUD), the Federal awarding agency, or the period required by other applicable laws and regulations as described in Subsections 570.487, relative to fair housing, lead-based paint poisoning prevention, the Architectural Barriers Act and the Americans with Disabilities Act, and 570.488, relative to the displacement, relocation, acquisition, and replacement of housing. The Division agrees to notify the Recipient of the closeout date of the grant agreement between the Division and HUD.
2. Pursuant to 24 CFR Part 85.42(c), the Recipient accepts that the starting dates of the retention period are as follows:
 - a. General- When grant support is continued or renewed **annually** or at other intervals, the retention period for the records of each funding period starts on the day the Recipient submits to the Division its last expenditure report for that period. If grant support is continued or renewed **quarterly**, the retention period for each year's records starts on the day the Recipient submits its expenditure report for the last quarter of the Federal fiscal year. In all other cases, the retention period starts on the day the Recipient submits its final expenditure report as part of the closeout package.
 - b. Real Property and Equipment Records- The retention period for real property and equipment records starts from the date of disposition or replacement or transfer (as applicable) at the direction of the awarding agency.
 - c. Records for income transactions after grant or subgrant support- In instances where the Recipient earned income after the period of grant support, the retention period for the records pertaining to the earning of the income starts from the end of the grantee's fiscal year in which the income is earned.

- d. Indirect cost rate proposals, cost allocation plans, and similar accounting computations of rates at which costs are charged- If the proposal, plan or other computation is required to be submitted to the Division to form the basis for the negotiation of the rate, the 3-year retention period starts from the date of such submission. If the proposal, plan or other computation is not required to be submitted to the Division for negotiation of the rate, the 3-year retention period starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan or other computation.
3. Substitution of microfilm- Copies made by microfilming, photocopying, or similar methods may be substituted for the original records.
4. Records to be maintained-
 - a. At a minimum, the Recipient's closeout file should contain a copy of this closeout package as well as all applicable documents listed on pages 32-35 of the Katrina Community Development Block Grant Program Implementation Manual.
 - b. Equipment- Per 24 CFR Part 85.32(d), property records must be maintained that include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, and cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
 - c. Real Property- Records to be retained include, but are not limited to, documentation of the acquisition, improvement, use and disposition of real property acquired or improved with CDBG assistance.

Flood Insurance Coverage

Pursuant to 24 CFR Subsection 570.509(c)(4)(iv), if applicable, the Recipient shall ensure that flood insurance coverage for property owners is maintained for the mandatory period for the grant program.

Certificate of Completion

It is hereby certified that all activities undertaken by the Recipient with funds provided under the grant agreement, hereof, have, to the best of my knowledge, been carried out in accordance with the grant agreement; that proper provision has been made by the Recipient for the payment of all unpaid costs and unsettled third-party claims identified, hereof; that the United States of America or the State of Mississippi is under no obligation to make any further payment to the Recipient under the grant agreement, hereof; and that every statement and amount set forth in this instrument is, to the best of my knowledge, true and correct as of this date.

Recipient Performance Certification Report

It is hereby certified that all planned and actual beneficiaries, and the planned and actual low-to-moderate-income beneficiaries as stated on the Recipient Performance Certification Report are, to the best of my knowledge, true and correct as of this date.

Ethnic Beneficiary Information

It is hereby certified that the information provided in the Ethnic Beneficiary form is, to the best of my knowledge, true and correct.

Outstanding Claimants List

It is hereby certified that the information as stated in the Outstanding Claimants List is, to the best of my knowledge, true and correct.

Inventory and Program Income Form

It is hereby certified that the information as stated in the Inventory and Program Income form is, to the best of my knowledge, true and correct.

Certificate of Recipient Compliance

It is hereby certified that the information as stated in the Certificate of Recipient Compliance form is, to the best of my knowledge, true and correct.

Final Request for Cash Consolidated Support Sheet

It is hereby certified that the information as stated in the Final Request for Cash Consolidated Support Sheet is, to the best of my knowledge, true and correct. It is also hereby certified that all requests for cash have been submitted to the MDA-DRD.

Final MDA-DRD Quarterly Report

It is hereby certified that the information in the final attached MDA-DRD Quarterly Report is, to the best of my knowledge, true and correct.

This Agreement is executed by the Parties on the date indicated by their respective signatures.

IN WITNESS THEREOF, this Agreement and Certification of Contract Compliance between the Recipient and the Division has been executed this _____ day of _____, 20_____.

RECIPIENT

BY SIGNATORY OFFICIAL

TITLE

DATE

WITNESSED BY:

1. _____

2. _____

MISSISSIPPI DEVELOPMENT AUTHORITY DISASTER RECOVERY DIVISION:

BY SIGNATORY OFFICIAL _____

TITLE _____

DATE _____

**BOARD OF HEALTH AND
BUREAU OF POLLUTION CONTROL**

All water and sewer projects must have approval from the State Department of Health and/or Office of Pollution Control. Projects involving water improvements, whether potable or otherwise, require final approval from the Mississippi State Board of Health. Projects involving sewer improvements must obtain final project approval from the Office of Pollution Control.

Mississippi State Department of Health
Post Office Box 1700
2423 North State Street
Jackson, Mississippi 39215-1700
(601) 960-7400

Office of Pollution Control
Post Office Box 10385
Jackson, Mississippi 39289-0385
(601) 961-5171

W15-Pak

**MISSISSIPPI DEVELOPMENT AUTHORITY-DISASTER RECOVERY DIVISION
KATRINA COMMUNITY DEVELOPMENT BLOCK GRANT (KCDBG)
RECIPIENT CLOSEOUT PROCEDURES**

The closeout of a Mississippi Development Authority-Disaster Recovery Division (MDA-DRD) Katrina Community Development Block Grant (KCDBG) follows a process by which the MDA-DRD determines that all applicable administrative actions and all required work on the project have been completed. This closeout package is to be used for all DRD Economic Development, Community Revitalization, Tourism, Planning, and Code Enforcement Grant Programs. Please **check only one** box on the Certificate of Completion to indicate the grant project you are completing. Each Grant Recipient is responsible for ensuring an orderly and timely phase-out of projects. The Grant Recipient must also ensure that the financial settlement of the subcontracts and vendor claims has been satisfied.

The MDA-DRD must conduct onsite programmatic and fiscal monitoring reviews of the project prior to the closeout of the project. Any observations and findings identified through the monitoring process must be resolved to the satisfaction of the MDA-DRD prior to project closeout. Copies of the monitoring report and related documents must be included in the MDA-DRD official grant file.

Three (3) closeout packages bearing the original signatures of the designated signatory officials are due to the MDA-DRD within **90 days** after the completion or expiration of the subgrant/subcontract. The closeout may be revised no more than once after the initial package is received. The revision will be accepted no later than 120 days after the ending date of the subgrant/subcontract activities.

INSTRUCTIONS FOR COMPLETING THE MDA- DRD CLOSEOUT PACKAGE

The following documents are required components of the MDA- DRD closeout package:

I. Recipient's Closeout Checklist

Grant recipients should check the appropriate boxes concerning each of the closeout documents. Explain fully in the space provided any item(s) not submitted or any item(s) to be sent separately.

II. Certificate of Completion

Grant recipients should list all activities undertaken, certifying that they have been carried out in accordance with the grant agreement. It also ensures that the provisions have been made for the payment of all unpaid claims, and that neither the State nor the Federal government is under an obligation to make any further payments under the agreement in the excess of the amount stated in the document. This document requires the project to report all budgeted GRANT funds and other funds. Projects are also required to list the actual payment of all GRANT funds and other funds that were used for a specific subactivity.

III. Recipient Performance Certification Report

This document addresses the National Policy Objectives. Grant recipients should list the planned and actual beneficiaries and the planned and actual low- to moderate-income beneficiaries by subactivity.

IV. Ethnic Beneficiary Information

Grant recipients should complete the table (appended to this section) regarding the number of persons in the area of service and the number of persons who will directly benefit from the project.

V. Outstanding Claimants List

When unclaimed funds are returned to MDA, a list of all possible claimants of these funds shall be prepared and attached to the Recipient's Release. The purpose is to reserve these funds and make future payments if necessary. The list shall include the following pertinent data:

- A. Claimant's name, last known address, amount of money due, and social security number (if claimant is a training program enrollee) for each individual to whom checks for wages (or other outstanding checks) were due.
- B. For employee checks, the pay period during which the money was earned, the number of hours, hourly rate of pay, and dates worked.
- C. Check number, date of issuance, and amount of each uncashed check.
- D. Name, address, and telephone number of any person who may be contacted in connection with any claim which may arise. Normally, this would be the individual who has control of the subcontractor.

Grant recipients who do not anticipate possible claimants of grant funds after closeout should enter "N/A" on this form.

VI. Inventory and Program Income Form

This document consists of three (3) categories: Real Estate, Equipment, and Program Income. The property and equipment that have been purchased with GRANT funds should be listed with the purchase price, use of the property and/or equipment, date to be used, disposition date and reason for and method of disposition (if applicable). All program income collected to date should be listed, including the activity, additional payments, and the use of the program income.

Use of real property, equipment and program income during the subgrant period and after closeout:

- A. Real Property- Reference 24 CFR Part 85.31(a-c). Real property acquired under a subgrant will vest upon acquisition in the subgrantee. Real property will be used for the originally authorized purposes as long as needed for those purposes, and the subgrantee shall not dispose of or encumber its title or other interests. When real property is no longer needed for the originally authorized purpose, the subgrant recipient will request disposition instructions from the MDA-DRD **prior to disposition**. All income derived from the sale or use of the property is program income and must be returned to the MDA-DRD.

The standards for the use of real property acquired or improved in whole or in part using CDBG funds in excess of \$25,000, as set forth in 24 CFR Part 570.505, apply for a period of **five (5) years** after the closeout of the grant from which the assistance to the property was provided, in this case the grant agreement between the MDA-DRD and the United States Department of Housing and Urban Development (HUD).

- B. Equipment- Per 24 CFR Part 85.32(c), equipment shall be used by the Recipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by Federal funds. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by a Federal agency, or disposed of following the guidelines set forth in 24 CFR Part 85.32 (e).
- C. Program Income- During the subgrant period, program income (other than program income deposited in a revolving fund) must be used to cover program costs before additional grant funds are requested. If program income is put in a revolving fund, the funds must be used for the same activity for which the revolving fund was established. The account must be interest bearing, and interest earned or funds held in the account must be remitted to the grantee (MDA-DRD) at least annually.

Program income received after the closeout of the agreement between the MDA-DRD and the Recipient shall be returned to the MDA-DRD.

VII. Certification of Recipient Compliance

- A. Release -- This document releases the unexpended or unobligated balance of the award back to the MDA. The total amount paid to the project by MDA must be entered. This amount must reflect the actual expenditure. Do not round off expenditures.
- B. Assignment of Refunds, Rebates and Credits -- This execution guarantees that the recipient/subcontractor will immediately remit any refunds or credits applicable to the recipient/subcontractor. Examples: telephone refunds and insurance refunds.
- C. Inventory Certification -- This section is used to account for all items or materials and equipment purchased, furnished or acquired.

VIII. Agreement Relative to Closeout of the Mississippi Development Authority-Disaster Recovery Division Grant Programs

By signing the Agreement Relative to Closeout of the MDA-DRD Grant, the Recipient is certifying that the entire closeout document meets the individual requirements included in the closeout package. Further, this document is an agreement between the Recipient and MDA-DRD that permits the closeout of the project activities contingent on the promise that all funds will be audited. Upon receipt of a copy of the Recipient's audit report and resolution of any findings related to the subgrant (if applicable), the MDA-DRD will notify the Recipient in writing that the Recipient has fulfilled its audit requirements relative to the subgrant agreement.

IX. Final Request for Cash (RFC) Consolidated Support Sheet

A Final RFC Consolidated Support Sheet with the actual final cost of the project, including match, must be completed and submitted with the closeout package. The Consolidated Support Sheet must be marked "final."

X. Final MDA-DRD Quarterly Report

A Final MDA-DRD Quarterly Report is due at the time of closeout, outlining the performance measures for the life of the project. This report should follow the same format as the quarterly performance reports submitted to the MDA-DRD during the operation of the project.

XI. Refund Check (if applicable)

**MISSISSIPPI DEVELOPMENT AUTHORITY
DISASTER RECOVERY DIVISION
RECIPIENT'S CLOSEOUT CHECKLIST**

Recipient City of Hattiesburg
Subgrant Contract Number R-103-205-01-KED

In compliance with the requirements of the MDA-DRD Recipient Closeout Procedures and the terms and conditions of the subgrant/contract, the following closeout documents are enclosed: (Check the appropriate boxes concerning each of the closeout documents. Explain fully in the space provided below any item not submitted or any item to be sent separately. Use separate sheet, if necessary.)

Type of Document	Enclosed	Not Applicable	Sending Separately	Unable to Furnish
1. Certification of Completion	X			
2. Recipient Performance Certification Report	X			
3. Ethnic Beneficiary Information	X			
4. Outstanding Claimants List	X			
5. Inventory and Program Income Form	X			
6. Certificate of Recipient Compliance	X			
7. Agreement Relative to Closeout	X			
8. Final Request for Cash Consolidated Support Sheet.	X			
9. Final MDA-DRD Quarterly Report	X			
10. Refund Check (if applicable)		X		

Explanation/Comments: _____

STATE OF MISSISSIPPI
MISSISSIPPI DEVELOPMENT AUTHORITY
DISASTER RECOVERY DIVISION
KATRINA COMMUNITY DEVELOPMENT BLOCK
GRANT PROGRAMS

NAME OF RECIPIENT City of Hattiesburg

CONTRACT NUMBER R-103-205-01-KED GRANT NUMBER R-103-205-01-KED

CERTIFICATE OF COMPLETION

FINAL STATEMENT OF COST

PROGRAM ACTIVITY CATEGORIES	To Be Completed by Recipient					To Be Completed By the State			State Comments Revision
	GRANT Funds Budgeted	Other Funds Budgeted	A Actual GRANT Paid	B Actual Other Cost Paid	C Total Cost	Deobligated GRANT Funds Unutilized to be Canceled	Refund Balance of Grant Payable	D Approved Total Cost	
Grant Type (check One): TOURISM () ECONOMIC DEVELOPMENT () COMMUNITY REVITALIZATION () COMM. REVITALIZATION GO ZONE (X) PLANNING () CODE ENFORCEMENT ()									
1. Acquisition, Disposition									
2. Legal									
3. Center, Family (Senior Center/ Neighborhood)									
4. Public Facilities (a) Water (b) Sewer (c) Flood and Drainage Facilities (d) Other (Specify)	2,267,866.00	832,983.53	2,267,866.00	832,983.53	3,100,849.53	0.00	0.00	3,100,849.53	
5. Street, Bridges									
6. Other Public Facilities	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
7. Contingencies									
8. Removal of Architectural Barriers									
9. Engineering	199,811.00	33,216.01	199,811.00	33,216.01	233,027.01	0.00	0.00	233,027.01	
10. Administration	66,651.00	0.00	66,651.00	0.00	66,651.00	0.00	0.00	66,651.00	
11. Building Rehab									
12. Training									
13. Advertising									

	GRANT Funds Budgeted	Other Funds Budgeted (MATCH)	A Actual GRANT Cost Paid	B Actual Other Cost Paid (MATCH)	C Total Cost	Deobligated GRANT Funds Unutilized to be Canceled	Refund Balance of Grant Payable	D Approved Total Cost	
14. Economic Development Activities: (a) Assistance to Non-Profit (b) Assistance to For-Profit Entities (c) Microenterprises or Small Businesses									
15. Unspecified Activities									
16. Planning									
17. Audit									
18. Total Other Cost (Match)									
19. Total GRANT Cost	2,534,328.00	866,199.54	2,534,328.00	866,199.54	3,400,527.54	0.00	0.00	3,400,527.54	
COMPUTATION OF GRANT BALANCE									
DESCRIPTION							TO BE COMPLETED BY RECIPIENT	TO BE COMPLETED BY THE STATE	
1. Grant Agreement Amount							2,534,328.00		
2. Amount for Unsettled Third-Party Claims							0.00		
3. Grant Amount Received (amount of "grant funds received")							2,534,328.00		
4. GRANT Amount Deobligated							0.00		
5. Amount of Refund * This amount shall be repaid to the State by check and must include the following:							0.00		
(a) Unexpended Funds Amount							0.00		
(b) Outstanding Claimant's Amount (as applicable)							0.00		
(c) Total Amount Refunded							0.00		
(d) Enter Check Number							0.00		
LIST ANY UNPAID COSTS AND UNSETTLED THIRD-PARTY CLAIMS AGAINST THE RECIPIENT'S GRANT. DESCRIBE CIRCUMSTANCES AND AMOUNTS INVOLVED: NOT APPLICABLE									

**MISSISSIPPI DEVELOPMENT AUTHORITY
DISASTER RECOVERY DIVISION
RECIPIENT PERFORMANCE CERTIFICATION REPORT**

Recipient	City of Hattiesburg	Contact Number	R-103-205-01-KED
Completed By/Person Completing Form		Michele Moore, Jimmy Gouras Urban Planning Consultants	

National Policy Objective(s) Addressed:

Low and moderate income	X
Urgent Needs/Threat to Health	
Slums and Blight	

MEASURES OF ACCOMPLISHMENTS

(Enter data into all fields that apply to your program or project)

	Beneficiaries			Low/Mod	
	Planned	Actual		Planned	Actual
1. Acquisition/Disposition					
2. Clearance/Code Enforcement					
3. Public Facilities					
a. Water					
b. Sewer					
c. Flood/drainage					
d. Others (Specify)					
4. Streets					
5. Other Public Facilities					
6. Removal of Architectural Barriers					
7. Planning Only					
8. Administration	No Measures Required				
9. Economic Development					
a. Assistance to Non-Profit Entities					
b. Assistance to For-Profit Entities					
c. Micro-enterprises or Small Business					
10. Building Rehab					

11. Training				
12. Number of Households Served				
13. Number of Female Heads of Household Served				
14. Number of Elderly Beneficiaries				
15. Number of Handicapped Beneficiaries				
16. Number of Jobs Created	54	63	28	47
17. Unspecified Activities	No Measures Required			

	FINANCIAL PERFORMANCE			
	Planned		Actual	
Total Grant Project Expenditures	2,534,328.00		2,534,328.00	
Total Other Expenditures (Match)	866,199.54		866,199.54	
<u>Leveraging Ratio:</u>				
<u>Total amount other funds</u>				
<u>allowable as leveraging*</u>				
*Do not use program income.				

AUDIT

Date of most recent audit:

2011

Findings resolved, if any (Y/N):

No Findings

NOTE: For all water and sewer projects, Recipient must include copy of final approval by the State Department of Health and Bureau of Pollution Control (whichever is applicable). See last page of closeout package for agency contact information.

TOURISM INDUSTRY RESTORATION GRANTS ONLY:
Complete National Policy Objective and Financial Performance sections only.

ETHNIC BENEFICIARY INFORMATION FOR GRANT AND EMERGENCY PROJECTS

Complete the following table regarding the number of persons who will directly benefit from this project.

1. White
2. Black/African American
3. Asian
4. American Indian/Alaskan Native
5. Native Hawaiian/Other Pacific Islander
6. American Indian/Alaskan Native and White
7. Asian and White
8. Black/African American & White

9. American Indian/Alaskan Native and Black/African American
10. Other Multi Racial
11. Female Head of households
12. Total number of minorities
13. Number of elderly (+62)
14. Total number of handicapped
15. Number of children 18 or younger

a. Activity

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Planned in Application	32	30								1					
Actual Beneficiaries	32	30								1					

b. Activity

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Planned in Application															
Actual Beneficiaries															

c. Activity

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Planned in Application															
Actual Beneficiaries															

d. Activity

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Planned in Application															
Actual Beneficiaries															

e. Activity

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Planned in Application															
Actual Beneficiaries															

**MISSISSIPPI DEVELOPMENT AUTHORITY
DISASTER RECOVERY DIVISION**

OUTSTANDING CLAIMANTS LIST

Recipient 	City of Hattiesburg 	Contract Number 	R-103-205-01-KED
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Claimant's Name, Address, S.S. # (Where Applicable)	Check #	Amount	Date	Pay Period Hours and Rate	Other Contact Name and Address
1. NO CLAIMANT					
2.					
3.					
4.					
5.					
6.					
7.					

INVENTORY AND PROGRAM INCOME FORM

Real Estate:

List the property purchased with GRANT funds and considered to be surplus property, the type of property, (i.e., lots, land, buildings), price paid for each property, the proposed use of the property, and the date the property is expected to be used. If the real property was disposed of, list the reason for disposition, method of disposition, and the disposition date. As defined at 24 CFR Part 85.3, "real property" means land, including land improvements, structures and appurtenances thereto, excluding movable machinery and equipment.

Number or Amount	Type of Property	Purchase Price	Proposed Use of Property	Date to be Used	Disposition Date of Property (if applicable)	Reason for and Method of Disposition
N/A						

Equipment:

List the equipment purchased with GRANT/LOAN funds, the price paid for each piece of equipment, and the use of the equipment. If the equipment was disposed of, list the reason for disposition, method of disposition, and the disposition date. As defined at 24 CFR Part 85.3, "Equipment" means tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.

Number or Amount	Type of Equipment	Purchase Price	Use of Equipment	Disposition Date of Equipment (if applicable)	Reason for and Method of Disposition
N/A					

Program Income:

List the amount of program income collected to date, the type of activity generating program income (i.e., public facility, economic development, etc.), the estimated amount of additional program income payments expected, and the proposed use of the program income. Program income received after the closeout of the agreement between the MDA-DRD and the Recipient shall be returned to the MDA-DRD. As defined at 24 CFR Part 85.25(b), "program income" means gross income received by the grantee or subgrantee directly generated by a grant supported activity, or earned only as a result of the grant agreement during the grant period. "During the grant period" is the time between the effective date of the award and the ending date of the award reflected in the final financial report.

Amount Collected To Date	Activity	Additional Payments	Proposed Use of Program Income
N/A			

CERTIFICATE OF RECIPIENT COMPLIANCE

1. Release

Pursuant to the terms of said subgrant/contract and in consideration of the sum of \$2,534,238.00 (Total Recipient Amount Paid & Payable by MDA-DRD), upon payment of the said sum the does remise, release, and discharge MDA-DRD, its officers, agents, and employees, of and from all liabilities, obligations, claims, and demands whatsoever under or arising from the said subgrant/contract, **except the following:**

- a. Specified claims in stated amounts or in estimated amounts where the amounts are not susceptible of exact statement by the Recipient, as follows:

_____ none _____
(If none, so state)

- b. Claims, together with reasonable expenses incidental thereto, based upon the liabilities of the Recipient to third parties arising out of the performance of the said subgrant/contract, which are not known to the Recipient on the date of execution of this release and of which the Recipient gives notice in writing to the MDA-DRD within the period specified in the said subgrant/contract.
- c. Claims, after closeout, for costs which result from the liability to pay Unemployment Insurance costs under a reimbursement system or to settle Worker's Compensation claims.

2. Assignment of Refunds, Rebates and Credits

Pursuant to the terms of said contract and in consideration of the reimbursement of costs and payment of fees as provided in the said contract and any assignment thereunder, the Contractor hereby does the following:

- a. Assign, transfer, set over and release to MDA-DRD all right, title and interest to all refunds, rebates, credits or other amounts (including any interest thereon) arising or which may hereafter accrue thereunder.
- b. Agree to take whatever action may be necessary to effect prompt collection of all such refunds, rebates, credits or other amounts (including interest thereon due or which may become due, and to forward promptly to MDA-DRD) for any proceeds so collected. The reasonable costs of any such action to effect collection shall constitute allowable costs when approved by the MDA-DRD as stated in the said contract and may be applied to reduce any amount otherwise payable to MDA-DRD under the terms hereof.
- c. Agree to cooperate fully with MDA-DRD as to any claim or suit in connection with such refunds, rebates, credits or other amounts due (including any interest thereon); to execute any protest, pleading, application, power of attorney or other papers in connection therewith; and to permit MDA-DRD or the Federal Grant of Agency to represent it at any hearing, trial or other proceeding arising out of such claim or suit.

3. Inventory Certification (Select One)

- a. _____ The Recipient hereby certifies that all items of materials and equipment purchased, furnished, or transferred for or to said Recipient were done so in accordance with the terms and conditions of said subgrant/contract.
- b. X The Recipient hereby certifies that no equipment was furnished or acquired under the terms and conditions of said subgrant/contract.

4. Recipient and Subrecipient Monitoring

The Recipient hereby certifies that onsite fiscal and programmatic reviews of the project(s) covered by this subgrant agreement were conducted, and that any findings identified in the monitoring report were resolved to the satisfaction of the MDA-DRD, prior to the submission of this closeout package. Further, the Recipient certifies that fiscal and programmatic reviews of subrecipient(s) (where applicable) were conducted by the Recipient, and any findings identified in the monitoring report(s) resolved, prior to the final fiscal and programmatic monitoring review of the Recipient. Copies of the Recipient and subrecipient monitoring reports and all related documents shall be maintained in the Recipient's official grant file for the period identified in the Record Retention section of the Agreement Relative to Closeout.

5. General Statement of Compliance

The Recipient further certifies that all other terms and conditions of said subgrant/contract have been complied with.

AGREEMENT RELATIVE TO CLOSEOUT OF DISASTER RECOVERY DIVISION GRANT PROGRAMS

This Agreement is between City of Hattiesburg ("Recipient") and the Mississippi Development Authority Disaster Recovery Division ("Division").

Closeouts/Audits

The parties to this Agreement desire to close out the Recipient's Katrina Community Development Block Grant (KCDBG) Number R-103-205-01-KED (the "Grant").

Because of regulatory and legislative changes, the Division no longer requires a final audit of an individual grant at closeout.

Rather than waiting for Recipient's next periodic single or program-specific audit, the parties desire to close out the Grant subject to subsequent audit(s).

THEREFORE, in consideration of the mutual promises contained herein, the parties to this Agreement agree as follows:

1. Recipient will submit to the Division its subsequent single or program-specific audit or audits, which shall comply with federal and state requirements and which shall cover all periods in which any Grant costs have been incurred. Recipients should refer to the KCDBG audit guidelines for further information and to determine whether a single or program-specific audit must be performed.
2. Recipient shall remit to the Division the amount of any costs which are disallowed by the subsequent single or program-specific audit(s) and which disallowances are sustained by the state.
3. Upon receipt of a copy of the Recipient's audit report and resolution of any findings related to the subgrant/contract (if applicable), the MDA-DRD will notify the Recipient in writing that the Recipient has fulfilled its audit requirements relative to the subgrant agreement.
4. Recipient acknowledges that the subgrant/contract is subject to monitoring by the United States Department of Housing and Urban Development (HUD), the Federal awarding agency, and that findings of noncompliance may be taken into account by HUD and the MDA-DRD as unsatisfactory performance of the Recipient in the consideration of any future grant award.
5. The Agreements contained herein are in addition to any other agreements between the parties relative to the closeout of the Grant. Recipient agrees to abide by all governing laws and regulations.

Record Retention

1. Pursuant to 24 CFR Subsection 570.490(d), the Recipient agrees to maintain records, including support documentation, for the greater of three years from closeout of the grant agreement between the Division and the United States Department of Housing and Urban Development (HUD), the Federal awarding agency, or the period required by other applicable laws and regulations as described in Subsections 570.487, relative to fair housing, lead-based paint poisoning prevention, the Architectural Barriers Act and the Americans with Disabilities Act, and 570.488, relative to the displacement, relocation, acquisition, and replacement of housing. The Division agrees to notify the Recipient of the closeout date of the grant agreement between the Division and HUD.
2. Pursuant to 24 CFR Part 85.42(c), the Recipient accepts that the starting dates of the retention period are as follows:
 - a. General- When grant support is continued or renewed **annually** or at other intervals, the retention period for the records of each funding period starts on the day the Recipient submits to the Division its last expenditure report for that period. If grant support is continued or renewed **quarterly**, the retention period for each year's records starts on the day the Recipient submits its expenditure report for the last quarter of the Federal fiscal year. In all other cases, the retention period starts on the day the Recipient submits its final expenditure report as part of the closeout package.
 - b. Real Property and Equipment Records- The retention period for real property and equipment records starts from the date of disposition or replacement or transfer (as applicable) at the direction of the awarding agency.
 - c. Records for income transactions after grant or subgrant support- In instances where the Recipient earned income after the period of grant support, the retention period for the records pertaining to the earning of the income starts from the end of the grantee's fiscal year in which the income is earned.
 - d. Indirect cost rate proposals, cost allocation plans, and similar accounting computations of rates at which costs are charged- If the proposal, plan or other computation is required to be submitted to the Division to form the basis for the negotiation of the rate, the 3-year retention period starts from the date of such submission. If the proposal, plan or other computation is not required to be submitted to the Division for negotiation of the rate, the 3-year retention period starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan or other computation.

3. Substitution of microfilm- Copies made by microfilming, photocopying, or similar methods may be substituted for the original records.

4. Records to be maintained-

- a. At a minimum, the Recipient's closeout file should contain a copy of this closeout package as well as all applicable documents listed on pages 32-35 of the Katrina Community Development Block Grant Program Implementation Manual.
- b. Equipment- Per 24 CFR Part 85.32(d), property records must be maintained that include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, and cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
- c. Real Property- Records to be retained include, but are not limited to, documentation of the acquisition, improvement, use and disposition of real property acquired or improved with CDBG assistance.

Flood Insurance Coverage

Pursuant to 24 CFR Subsection 570.509(c)(4)(iv), if applicable, the Recipient shall ensure that flood insurance coverage for property owners is maintained for the mandatory period for the grant program.

Certificate of Completion

It is hereby certified that all activities undertaken by the Recipient with funds provided under the grant agreement, hereof, have, to the best of my knowledge, been carried out in accordance with the grant agreement; that proper provision has been made by the Recipient for the payment of all unpaid costs and unsettled third-party claims identified, hereof; that the United States of America or the State of Mississippi is under no obligation to make any further payment to the Recipient under the grant agreement, hereof; and that every statement and amount set forth in this instrument is, to the best of my knowledge, true and correct as of this date.

Recipient Performance Certification Report

It is hereby certified that all planned and actual beneficiaries, and the planned and actual low-to-moderate-income beneficiaries as stated on the Recipient Performance Certification Report are, to the best of my knowledge, true and correct as of this date.

Ethnic Beneficiary Information

It is hereby certified that the information provided in the Ethnic Beneficiary form is, to the best of my knowledge, true and correct.

Outstanding Claimants List

It is hereby certified that the information as stated in the Outstanding Claimants List is, to the best of my knowledge, true and correct.

Inventory and Program Income Form

It is hereby certified that the information as stated in the Inventory and Program Income form is, to the best of my knowledge, true and correct.

Certificate of Recipient Compliance

It is hereby certified that the information as stated in the Certificate of Recipient Compliance form is, to the best of my knowledge, true and correct.

Final Request for Cash Consolidated Support Sheet

It is hereby certified that the information as stated in the Final Request for Cash Consolidated Support Sheet is, to the best of my knowledge, true and correct. It is also hereby certified that all requests for cash have been submitted to the MDA-DRD.

Final MDA-DRD Quarterly Report

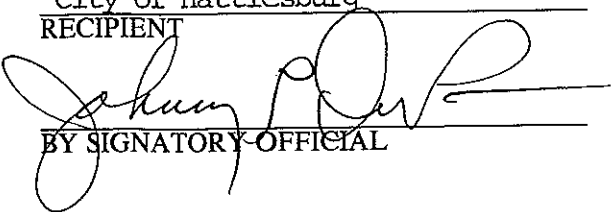
It is hereby certified that the information in the final attached MDA-DRD Quarterly Report is, to the best of my knowledge, true and correct.

This Agreement is executed by the Parties on the date indicated by their respective signatures.

IN WITNESS THEREOF, this Agreement and Certification of Contract Compliance between the Recipient and the Division has been executed this 4th day of December, 20 12.

City of Hattiesburg

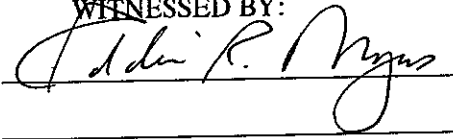
RECIPIENT


BY SIGNATORY OFFICIAL

Mayor
TITLE

12-4-12
DATE

WITNESSED BY:

1. 
2. _____

MISSISSIPPI DEVELOPMENT AUTHORITY DISASTER RECOVERY DIVISION:

BY SIGNATORY OFFICIAL _____

TITLE _____

DATE _____

**BOARD OF HEALTH AND
BUREAU OF POLLUTION CONTROL**

All water and sewer projects must have approval from the State Department of Health and/or Office of Pollution Control. Projects involving water improvements, whether potable or otherwise, require final approval from the Mississippi State Board of Health. Projects involving sewer improvements must obtain final project approval from the Office of Pollution Control.

Mississippi State Department of Health
Post Office Box 1700
2423 North State Street
Jackson, Mississippi 39215-1700
(601) 960-7400

Office of Pollution Control
Post Office Box 10385
Jackson, Mississippi 39289-0385
(601) 961-5171



City of Hattiesburg, MS

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

Master

File Number: 2012-1363

File ID: 2012-1363

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 11/22/2012

Brief Title: Authorize Mayor to execute grant closeout package in triplicate for KCDBG grant No. R-110-205-01-GZ (Fire Station).

Final Action: 12/04/2012

Minute Book Number: MB2012-1/411

Title:

Authorize Mayor to execute grant closeout package in triplicate for KCDBG grant No. R-110-205-01-GZ (Fire Station).

Notes:

Sponsors:

Enactment Date:

Attachments: Closeout Package - Fire Station, executed Closeout Package - Fire Station

Enactment Number:

Contact:

Meeting Date: 12/04/2012

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	12/04/2012	Authorize				Pass
Action Text: A MOTION was made by Council Member Naylor and seconded by Council Vice President Ware to Authorize Mayor to execute grant closeout package in triplicate for KCDBG grant No. R-110-205-01-GZ (Fire Station).							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Ware and Naylor							
Nays: 0							
Yea: 5 President Bradley Council Member Delgado Council Member Carroll Vice President Ware Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2012-1363

Title

Authorize Mayor to execute grant closeout package in triplicate for KCDBG grant No. R-110-205-01-GZ (Fire Station).

Summary

Authorize Mayor to execute grant closeout package in triplicate for KCDBG grant No. R-110-205-01-GZ (Fire Station).

Budget Information

Expenditure Type

Purchasing Item

Publication Information

**MISSISSIPPI DEVELOPMENT AUTHORITY-DISASTER RECOVERY DIVISION
KATRINA COMMUNITY DEVELOPMENT BLOCK GRANT (KCDBG)
RECIPIENT CLOSEOUT PROCEDURES**

The closeout of a Mississippi Development Authority-Disaster Recovery Division (MDA-DRD) Katrina Community Development Block Grant (KCDBG) follows a process by which the MDA-DRD determines that all applicable administrative actions and all required work on the project have been completed. This closeout package is to be used for all DRD Economic Development, Community Revitalization, Tourism, Planning, and Code Enforcement Grant Programs. Please **check only one** box on the Certificate of Completion to indicate the grant project you are completing. Each Grant Recipient is responsible for ensuring an orderly and timely phase-out of projects. The Grant Recipient must also ensure that the financial settlement of the subcontracts and vendor claims has been satisfied.

The MDA-DRD must conduct onsite programmatic and fiscal monitoring reviews of the project prior to the closeout of the project. Any observations and findings identified through the monitoring process must be resolved to the satisfaction of the MDA-DRD prior to project closeout. Copies of the monitoring report and related documents must be included in the MDA-DRD official grant file.

Three (3) closeout packages bearing the original signatures of the designated signatory officials are due to the MDA-DRD within **90 days** after the completion or expiration of the subgrant/subcontract. The closeout may be revised no more than once after the initial package is received. The revision will be accepted no later than 120 days after the ending date of the subgrant/subcontract activities.

INSTRUCTIONS FOR COMPLETING THE MDA- DRD CLOSEOUT PACKAGE

The following documents are required components of the MDA- DRD closeout package:

I. Recipient's Closeout Checklist

Grant recipients should check the appropriate boxes concerning each of the closeout documents. Explain fully in the space provided any item(s) not submitted or any item(s) to be sent separately.

II. Certificate of Completion

Grant recipients should list all activities undertaken, certifying that they have been carried out in accordance with the grant agreement. It also ensures that the provisions have been made for the payment of all unpaid claims, and that neither the State nor the Federal government is under an obligation to make any further payments under the agreement in the excess of the amount stated in the document. This document requires the project to report all budgeted GRANT funds and other funds. Projects are also required to list the actual payment of all GRANT funds and other funds that were used for a specific subactivity.

III. Recipient Performance Certification Report

This document addresses the National Policy Objectives. Grant recipients should list the planned and actual beneficiaries and the planned and actual low- to moderate-income beneficiaries by subactivity.

IV. Ethnic Beneficiary Information

Grant recipients should complete the table (appended to this section) regarding the number of persons in the area of service and the number of persons who will directly benefit from the project.

V. Outstanding Claimants List

When unclaimed funds are returned to MDA, a list of all possible claimants of these funds shall be prepared and attached to the Recipient's Release. The purpose is to reserve these funds and make future payments if necessary. The list shall include the following pertinent data:

- A. Claimant's name, last known address, amount of money due, and social security number (if claimant is a training program enrollee) for each individual to whom checks for wages (or other outstanding checks) were due.
- B. For employee checks, the pay period during which the money was earned, the number of hours, hourly rate of pay, and dates worked.
- C. Check number, date of issuance, and amount of each uncashed check.
- D. Name, address, and telephone number of any person who may be contacted in connection with any claim which may arise. Normally, this would be the individual who has control of the subcontractor.

Grant recipients who do not anticipate possible claimants of grant funds after closeout should enter "N/A" on this form.

VI. Inventory and Program Income Form

This document consists of three (3) categories: Real Estate, Equipment, and Program Income. The property and equipment that have been purchased with GRANT funds should be listed with the purchase price, use of the property and/or equipment, date to be used, disposition date and reason for and method of disposition (if applicable). All program income collected to date should be listed, including the activity, additional payments, and the use of the program income.

Use of real property, equipment and program income during the subgrant period and after closeout:

- A. Real Property- Reference 24 CFR Part 85.31(a-c). Real property acquired under a subgrant will vest upon acquisition in the subgrantee. Real property will be used for the originally authorized purposes as long as needed for those purposes, and the subgrantee shall not dispose of or encumber its title or other interests. When real property is no longer needed for the originally authorized purpose, the subgrant recipient will request disposition instructions from the MDA-DRD **prior to disposition**. All income derived from the sale or use of the property is program income and must be returned to the MDA-DRD.

The standards for the use of real property acquired or improved in whole or in part using CDBG funds in excess of \$25,000, as set forth in 24 CFR Part 570.505, apply for a period of **five (5) years** after the closeout of the grant from which the assistance to the property was provided, in this case the grant agreement between the MDA-DRD and the United States Department of Housing and Urban Development (HUD).

- B. Equipment- Per 24 CFR Part 85.32(c), equipment shall be used by the Recipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by Federal funds. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by a Federal agency, or disposed of following the guidelines set forth in 24 CFR Part 85.32 (e).
- C. Program Income- During the subgrant period, program income (other than program income deposited in a revolving fund) must be used to cover program costs before additional grant funds are requested. If program income is put in a revolving fund, the funds must be used for the same activity for which the revolving fund was established. The account must be interest bearing, and interest earned or funds held in the account must be remitted to the grantee (MDA-DRD) at least annually.

Program income received after the closeout of the agreement between the MDA-DRD and the Recipient shall be returned to the MDA-DRD.

VII. Certification of Recipient Compliance

- A. Release -- This document releases the unexpended or unobligated balance of the award back to the MDA. The total amount paid to the project by MDA must be entered. This amount must reflect the actual expenditure. Do not round off expenditures.
- B. Assignment of Refunds, Rebates and Credits -- This execution guarantees that the recipient/subcontractor will immediately remit any refunds or credits applicable to the recipient/subcontractor. Examples: telephone refunds and insurance refunds.
- C. Inventory Certification -- This section is used to account for all items or materials and equipment purchased, furnished or acquired.

VIII. Agreement Relative to Closeout of the Mississippi Development Authority-Disaster Recovery Division Grant Programs

By signing the Agreement Relative to Closeout of the MDA-DRD Grant, the Recipient is certifying that the entire closeout document meets the individual requirements included in the closeout package. Further, this document is an agreement between the Recipient and MDA-DRD that permits the closeout of the project activities contingent on the promise that all funds will be audited. Upon receipt of a copy of the Recipient's audit report and resolution of any findings related to the subgrant (if applicable), the MDA-DRD will notify the Recipient in writing that the Recipient has fulfilled its audit requirements relative to the subgrant agreement.

IX. Final Request for Cash (RFC) Consolidated Support Sheet

A Final RFC Consolidated Support Sheet with the actual final cost of the project, including match, must be completed and submitted with the closeout package. The Consolidated Support Sheet must be marked "final."

X. Final MDA-DRD Quarterly Report

A Final MDA-DRD Quarterly Report is due at the time of closeout, outlining the performance measures for the life of the project. This report should follow the same format as the quarterly performance reports submitted to the MDA-DRD during the operation of the project.

XI. Refund Check (if applicable)

**MISSISSIPPI DEVELOPMENT AUTHORITY
DISASTER RECOVERY DIVISION
RECIPIENT'S CLOSEOUT CHECKLIST**

Recipient City of Hattiesburg
Subgrant Contract Number R-110-205-01-GZ

In compliance with the requirements of the MDA-DRD Recipient Closeout Procedures and the terms and conditions of the subgrant/contract, the following closeout documents are enclosed: (Check the appropriate boxes concerning each of the closeout documents. Explain fully in the space provided below any item not submitted or any item to be sent separately. Use separate sheet, if necessary.)

Type of Document	Enclosed	Not Applicable	Sending Separately	Unable to Furnish
1. Certification of Completion	X			
2. Recipient Performance Certification Report	X			
3. Ethnic Beneficiary Information	X			
4. Outstanding Claimants List	X			
5. Inventory and Program Income Form	X			
6. Certificate of Recipient Compliance	X			
7. Agreement Relative to Closeout	X			
8. Final Request for Cash Consolidated Support Sheet.	X			
9. Final MDA-DRD Quarterly Report	X			
10. Refund Check (if applicable)		X		

Explanation/Comments: _____

STATE OF MISSISSIPPI MISSISSIPPI DEVELOPMENT AUTHORITY DISASTER RECOVERY DIVISION KATRINA COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAMS		NAME OF RECIPIENT City of Hattiesburg								
CERTIFICATE OF COMPLETION FINAL STATEMENT OF COST		CONTRACT NUMBER R-110-205-01-GZ GRANT NUMBER R-110-205-01-GZ								
PROGRAM CATEGORIES	ACTIVITY	To Be Completed by Recipient				To Be Completed By the State			State Comments Revision	
Grant Type (check One): TOURISM () ECONOMIC DEVELOPMENT () COMMUNITY REVITALIZATION () COMM. REVITALIZATION GO ZONE (x) PLANNING () CODE ENFORCEMENT ()		GRANT Funds Budgeted	Other Funds Budgeted	A Actual GRANT Cost Paid	B Actual Other Cost Paid	C Total Cost	Deobligated GRANT Funds Unutilized to be Canceled	Refund Balance of Grant Payable	D Approved Total Cost	
1. Acquisition, Disposition										
2. Legal										
3. Center, Family (Senior Center/ Neighborhood)										
4. Public Facilities (a) Water (b) Sewer (c) Flood and Drainage Facilities (d) Other (Specify)										
5. Street, Bridges										
6. Other Public Facilities – FIRE STATION		1,262,851.35	1,347,467.50	1,262,851.35	1,351,841.86	2,614,693.21	0.00	0.00	2,614,693.21	
7. Contingencies										
8. Removal of Architectural Barriers										
9. Engineering		0.00	368,834.50	0.00	368,834.50	368,834.50	0.00	0.00	368,834.50	
10. Administration		40,000.00	40,000.00	40,000.00	40,000.00	80,000.00	0.00	0.00	80,000.00	
11. Building Rehab										
12. Training										
13. Advertising										

	GRANT Funds Budgeted	Other Funds Budgeted (MATCH)	A Actual GRANT Cost Paid	B Actual Other Cost Paid (MATCH)	C Total Cost	Deobligated GRANT Funds Unutilized to be Canceled	Refund Balance of Grant Payable	D Approved Total Cost	
14. Economic Development Activities: (a) Assistance to Non-Profit (b) Assistance to For-Profit Entities (c) Microenterprises or Small Businesses									
15. Unspecified Activities									
16. Planning									
17. Audit									
18. Total Other Cost (Match)		1,760,676.36		1,760,676.36					
19. Total GRANT Cost	1,302,851.35		1,302,851.35		3,063,527.71	0.00	0.00	3,063,527.71	
COMPUTATION OF GRANT BALANCE									
DESCRIPTION					TO BE COMPLETED BY RECIPIENT		TO BE COMPLETED BY THE STATE		
1. Grant Agreement Amount						1,302,851.35			
2. Amount for Unsettled Third-Party Claims						0.00			
3. Grant Amount Received (amount of "grant funds received")						1,302,851.35			
4. GRANT Amount Deobligated						0.00			
5. Amount of Refund						0.00			
* This amount shall be repaid to the State by check and must include the following:									
(a) Unexpended Funds Amount						0.00			
(b) Outstanding Claimant's Amount (as applicable)						0.00			
(c) Total Amount Refunded						0.00			
(d) Enter Check Number						0.00			
LIST ANY UNPAID COSTS AND UNSETTLED THIRD-PARTY CLAIMS AGAINST THE RECIPIENT'S GRANT. DESCRIBE CIRCUMSTANCES AND AMOUNTS INVOLVED: Not Applicable									

**MISSISSIPPI DEVELOPMENT AUTHORITY
DISASTER RECOVERY DIVISION
RECIPIENT PERFORMANCE CERTIFICATION REPORT**

Recipient	City of Hattiesburg	Contact Number	R-110-205-01-GZ
Completed By/Person Completing Form	Michele Moore, Jimmy G. Gouras Urban Planning Consultants, Inc.		

National Policy Objective(s) Addressed:

Low and moderate income	X
Urgent Needs/Threat to Health	
Slums and Blight	

MEASURES OF ACCOMPLISHMENTS
(Enter data into all fields that apply to your program or project)

	Beneficiaries		Low/Mod	
	Planned	Actual	Planned	Actual
1. Acquisition/Disposition				
2. Clearance/Code Enforcement				
3. Public Facilities				
a. Water				
b. Sewer				
c. Flood/drainage				
d. Others (Specify)				
4. Streets				
5. Other Public Facilities – FIRE STATION	14432	14432	9345	9345
6. Removal of Architectural Barriers				
7. Planning Only				
8. Administration	No Measures Required			
9. Economic Development				
a. Assistance to Non-Profit Entities				
b. Assistance to For-Profit Entities				
c. Micro-enterprises or Small Business				
10. Building Rehab				

11. Training				
12. Number of Households Served				
13. Number of Female Heads of Household Served	1274	1274		
14. Number of Elderly Beneficiaries	2816	2816		
15. Number of Handicapped Beneficiaries				
16. Number of Jobs Created				
17. Unspecified Activities	No Measures Required			

	FINANCIAL PERFORMANCE			
	Planned		Actual	
Total Grant Project Expenditures	1,302,851.35		1,302,851.35	
Total Other Expenditures (Match)	1,760,676.36		1,760,676.36	
<u>Leveraging Ratio:</u>				
<u>Total amount other funds</u>				
<u>allowable as leveraging*</u>				
*Do not use program income.				

AUDIT

Date of most recent audit:

Findings resolved, if any (Y/N):

NOTE: For all water and sewer projects, Recipient must include copy of final approval by the State Department of Health and Bureau of Pollution Control (whichever is applicable). See last page of closeout package for agency contact information.

TOURISM INDUSTRY RESTORATION GRANTS ONLY:

Complete National Policy Objective and Financial Performance sections only.

ETHNIC BENEFICIARY INFORMATION FOR GRANT AND EMERGENCY PROJECTS

Complete the following table regarding the number of persons who will directly benefit from this project.

- | | |
|---|--|
| 1. White | 9. American Indian/Alaskan Native and Black/African American |
| 2. Black/African American | 10. Other Multi Racial |
| 3. Asian | 11. Female Head of households |
| 4. American Indian/Alaskan Native | 12. Total number of minorities |
| 5. Native Hawaiian/Other Pacific Islander | 13. Number of elderly (+62) |
| 6. American Indian/Alaskan Native and White | 14. Total number of handicapped |
| 7. Asian and White | 15. Number of children 18 or younger |
| 8. Black/African American & White | |

a. Activity

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Planned in Application	5864	7949	47	16	1					554	1274	8567	2816		4031
Actual Beneficiaries	5864	7949	47	16	1					554	1274	8567	2816		4031

b. Activity

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Planned in Application															
Actual Beneficiaries															

c. Activity

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Planned in Application															
Actual Beneficiaries															

d. Activity

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Planned in Application															
Actual Beneficiaries															

e. Activity

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Planned in Application															
Actual Beneficiaries															

**MISSISSIPPI DEVELOPMENT AUTHORITY
DISASTER RECOVERY DIVISION**

OUTSTANDING CLAIMANTS LIST

Recipient	City of Hattiesburg	Contract Number	R-110-205-01-GZ
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Claimant's Name, Address, S.S. # (Where Applicable)	Check #	Amount	Date	Pay Period Hours and Rate	Other Contact Name and Address
1. NO CLAIMANT					
2.					
3.					
4.					
5.					
6.					
7.					

INVENTORY AND PROGRAM INCOME FORM

Real Estate:

List the property purchased with GRANT funds and considered to be surplus property, the type of property, (i.e., lots, land, buildings), price paid for each property, the proposed use of the property, and the date the property is expected to be used. If the real property was disposed of, list the reason for disposition, method of disposition, and the disposition date. As defined at 24 CFR Part 85.3, "real property" means land, including land improvements, structures and appurtenances thereto, excluding movable machinery and equipment.

Number or Amount	Type of Property	Purchase Price	Proposed Use of Property	Date to be Used	Disposition Date of Property (if applicable)	Reason for and Method of Disposition
N/A						

Equipment:

List the equipment purchased with GRANT/LOAN funds, the price paid for each piece of equipment, and the use of the equipment. If the equipment was disposed of, list the reason for disposition, method of disposition, and the disposition date. As defined at 24 CFR Part 85.3, "Equipment" means tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.

Number or Amount	Type of Equipment	Purchase Price	Use of Equipment	Disposition Date of Equipment (if applicable)	Reason for and Method of Disposition
N/A					

Program Income:

List the amount of program income collected to date, the type of activity generating program income (i.e., public facility, economic development, etc.), the estimated amount of additional program income payments expected, and the proposed use of the program income. Program income received after the closeout of the agreement between the MDA-DRD and the Recipient shall be returned to the MDA-DRD. As defined at 24 CFR Part 85.25(b), "program income" means gross income received by the grantee or subgrantee directly generated by a grant supported activity, or earned only as a result of the grant agreement during the grant period. "During the grant period" is the time between the effective date of the award and the ending date of the award reflected in the final financial report.

Amount Collected To Date	Activity	Additional Payments	Proposed Use of Program Income
N/A			

CERTIFICATE OF RECIPIENT COMPLIANCE

1. Release

Pursuant to the terms of said subgrant/contract and in consideration of the sum of \$1,302,851.35 (Total Amount Paid & Payable by MDA-DRD), upon payment of the said sum the Recipient does remise, release, and discharge MDA-DRD, its officers, agents, and employees, of and from all liabilities, obligations, claims, and demands whatsoever under or arising from the said subgrant/contract, **except the following:**

- a. Specified claims in stated amounts or in estimated amounts where the amounts are not susceptible of exact statement by the Recipient, as follows:

_____ none _____

(If none, so state)

- b. Claims, together with reasonable expenses incidental thereto, based upon the liabilities of the Recipient to third parties arising out of the performance of the said subgrant/contract, which are not known to the Recipient on the date of execution of this release and of which the Recipient gives notice in writing to the MDA-DRD within the period specified in the said subgrant/contract.
- c. Claims, after closeout, for costs which result from the liability to pay Unemployment Insurance costs under a reimbursement system or to settle Worker's Compensation claims.

2. Assignment of Refunds, Rebates and Credits

Pursuant to the terms of said contract and in consideration of the reimbursement of costs and payment of fees as provided in the said contract and any assignment thereunder, the Contractor hereby does the following:

- a. Assign, transfer, set over and release to MDA-DRD all right, title and interest to all refunds, rebates, credits or other amounts (including any interest thereon) arising or which may hereafter accrue thereunder.
- b. Agree to take whatever action may be necessary to effect prompt collection of all such refunds, rebates, credits or other amounts (including interest thereon due or which may become due, and to forward promptly to MDA-DRD) for any proceeds so collected. The reasonable costs of any such action to effect collection shall constitute allowable costs when approved by the MDA-DRD as stated in the said contract and may be applied to reduce any amount otherwise payable to MDA-DRD under the terms hereof.
- c. Agree to cooperate fully with MDA-DRD as to any claim or suit in connection with such refunds, rebates, credits or other amounts due (including any interest thereon); to execute any protest, pleading, application, power of attorney or other papers in connection therewith; and to permit MDA-DRD or the Federal Grant of Agency to represent it at any hearing, trial or other proceeding arising out of such claim or suit.

3. Inventory Certification (Select One)

- a. _____ The Recipient hereby certifies that all items of materials and equipment purchased, furnished, or transferred for or to said Recipient were done so in accordance with the terms and conditions of said subgrant/contract.
- b. X The Recipient hereby certifies that no equipment was furnished or acquired under the terms and conditions of said subgrant/contract.

4. Recipient and Subrecipient Monitoring

The Recipient hereby certifies that onsite fiscal and programmatic reviews of the project(s) covered by this subgrant agreement were conducted, and that any findings identified in the monitoring report were resolved to the satisfaction of the MDA-DRD, prior to the submission of this closeout package. Further, the Recipient certifies that fiscal and programmatic reviews of subrecipient(s) (where applicable) were conducted by the Recipient, and any findings identified in the monitoring report(s) resolved, prior to the final fiscal and programmatic monitoring review of the Recipient. Copies of the Recipient and

subrecipient monitoring reports and all related documents shall be maintained in the Recipient's official grant file for the period identified in the Record Retention section of the Agreement Relative to Closeout.

5. General Statement of Compliance

The Recipient further certifies that all other terms and conditions of said subgrant/contract have been complied with.

AGREEMENT RELATIVE TO CLOSEOUT OF DISASTER RECOVERY DIVISION GRANT PROGRAMS

This Agreement is between City of Hattiesburg ("Recipient") and the Mississippi Development Authority Disaster Recovery Division ("Division").

Closeouts/Audits

The parties to this Agreement desire to close out the Recipient's Katrina Community Development Block Grant (KCDBG) Number R-110-205-01-GZ (the "Grant").

Because of regulatory and legislative changes, the Division no longer requires a final audit of an individual grant at closeout.

Rather than waiting for Recipient's next periodic single or program-specific audit, the parties desire to close out the Grant **subject to subsequent audit(s)**.

THEREFORE, in consideration of the mutual promises contained herein, the parties to this Agreement agree as follows:

1. Recipient will submit to the Division its subsequent single or program-specific audit or audits, which shall comply with federal and state requirements and which shall cover all periods in which any Grant costs have been incurred. Recipients should refer to the KCDBG audit guidelines for further information and to determine whether a single or program-specific audit must be performed.
2. Recipient shall remit to the Division the amount of any costs which are disallowed by the subsequent single or program-specific audit(s) and which disallowances are sustained by the state.
3. Upon receipt of a copy of the Recipient's audit report and resolution of any findings related to the subgrant/contract (if applicable), the MDA-DRD will notify the Recipient in writing that the Recipient has fulfilled its audit requirements relative to the subgrant agreement.
4. Recipient acknowledges that the subgrant/contract is subject to monitoring by the United States Department of Housing and Urban Development (HUD), the Federal awarding agency, and that findings of noncompliance may be taken into account by HUD and the MDA-DRD as unsatisfactory performance of the Recipient in the consideration of any future grant award.
5. The Agreements contained herein are in addition to any other agreements between the parties relative to the closeout of the Grant. Recipient agrees to abide by all governing laws and regulations.

Record Retention

1. Pursuant to 24 CFR Subsection 570.490(d), the Recipient agrees to maintain records, including support documentation, **for the greater of** three years from closeout of the grant agreement between the Division and the United States Department of Housing and Urban Development (HUD), the Federal awarding agency, or the period required by other applicable laws and regulations as described in Subsections 570.487, relative to fair housing, lead-based paint poisoning prevention, the Architectural Barriers Act and the Americans with Disabilities Act, and 570.488, relative to the displacement, relocation, acquisition, and replacement of housing. The Division agrees to notify the Recipient of the closeout date of the grant agreement between the Division and HUD.
2. Pursuant to 24 CFR Part 85.42(c), the Recipient accepts that the starting dates of the retention period are as follows:
 - a. General- When grant support is continued or renewed **annually** or at other intervals, the retention period for the records of each funding period starts on the day the Recipient submits to the Division its last expenditure report for that period. If grant support is continued or renewed **quarterly**, the retention period for each year's records starts on the day the Recipient submits its expenditure report for the last quarter of the Federal fiscal year. In all other cases, the retention period starts on the day the Recipient submits its final expenditure report as part of the closeout package.
 - b. Real Property and Equipment Records- The retention period for real property and equipment records starts from the date of disposition or replacement or transfer (as applicable) at the direction of the awarding agency.
 - c. Records for income transactions after grant or subgrant support- In instances where the Recipient earned income after the period of grant support, the retention period for the records pertaining to the earning of the income starts from the end of the grantee's fiscal year in which the income is earned.

- d. Indirect cost rate proposals, cost allocation plans, and similar accounting computations of rates at which costs are charged- If the proposal, plan or other computation is required to be submitted to the Division to form the basis for the negotiation of the rate, the 3-year retention period starts from the date of such submission. If the proposal, plan or other computation is not required to be submitted to the Division for negotiation of the rate, the 3-year retention period starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan or other computation.
3. Substitution of microfilm- Copies made by microfilming, photocopying, or similar methods may be substituted for the original records.
4. Records to be maintained-
 - a. At a minimum, the Recipient's closeout file should contain a copy of this closeout package as well as all applicable documents listed on pages 32-35 of the Katrina Community Development Block Grant Program Implementation Manual.
 - b. Equipment- Per 24 CFR Part 85.32(d), property records must be maintained that include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, and cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
 - c. Real Property- Records to be retained include, but are not limited to, documentation of the acquisition, improvement, use and disposition of real property acquired or improved with CDBG assistance.

Flood Insurance Coverage

Pursuant to 24 CFR Subsection 570.509(c)(4)(iv), if applicable, the Recipient shall ensure that flood insurance coverage for property owners is maintained for the mandatory period for the grant program.

Certificate of Completion

It is hereby certified that all activities undertaken by the Recipient with funds provided under the grant agreement, hereof, have, to the best of my knowledge, been carried out in accordance with the grant agreement; that proper provision has been made by the Recipient for the payment of all unpaid costs and unsettled third-party claims identified, hereof; that the United States of America or the State of Mississippi is under no obligation to make any further payment to the Recipient under the grant agreement, hereof; and that every statement and amount set forth in this instrument is, to the best of my knowledge, true and correct as of this date.

Recipient Performance Certification Report

It is hereby certified that all planned and actual beneficiaries, and the planned and actual low-to-moderate-income beneficiaries as stated on the Recipient Performance Certification Report are, to the best of my knowledge, true and correct as of this date.

Ethnic Beneficiary Information

It is hereby certified that the information provided in the Ethnic Beneficiary form is, to the best of my knowledge, true and correct.

Outstanding Claimants List

It is hereby certified that the information as stated in the Outstanding Claimants List is, to the best of my knowledge, true and correct.

Inventory and Program Income Form

It is hereby certified that the information as stated in the Inventory and Program Income form is, to the best of my knowledge, true and correct.

Certificate of Recipient Compliance

It is hereby certified that the information as stated in the Certificate of Recipient Compliance form is, to the best of my knowledge, true and correct.

Final Request for Cash Consolidated Support Sheet

It is hereby certified that the information as stated in the Final Request for Cash Consolidated Support Sheet is, to the best of my knowledge, true and correct. It is also hereby certified that all requests for cash have been submitted to the MDA-DRD.

Final MDA-DRD Quarterly Report

It is hereby certified that the information in the final attached MDA-DRD Quarterly Report is, to the best of my knowledge, true and correct.

This Agreement is executed by the Parties on the date indicated by their respective signatures.

IN WITNESS THEREOF, this Agreement and Certification of Contract Compliance between the Recipient and the Division has been executed this _____ day of _____, 20_____.

RECIPIENT

BY SIGNATORY OFFICIAL

TITLE

DATE

WITNESSED BY:

1. _____

2. _____

MISSISSIPPI DEVELOPMENT AUTHORITY DISASTER RECOVERY DIVISION:

BY SIGNATORY OFFICIAL _____

TITLE _____

DATE _____

**BOARD OF HEALTH AND
BUREAU OF POLLUTION CONTROL**

All water and sewer projects must have approval from the State Department of Health and/or Office of Pollution Control. Projects involving water improvements, whether potable or otherwise, require final approval from the Mississippi State Board of Health. Projects involving sewer improvements must obtain final project approval from the Office of Pollution Control.

Mississippi State Department of Health
Post Office Box 1700
2423 North State Street
Jackson, Mississippi 39215-1700
(601) 960-7400

Office of Pollution Control
Post Office Box 10385
Jackson, Mississippi 39289-0385
(601) 961-5171

**MISSISSIPPI DEVELOPMENT AUTHORITY-DISASTER RECOVERY DIVISION
KATRINA COMMUNITY DEVELOPMENT BLOCK GRANT (KCDBG)
RECIPIENT CLOSEOUT PROCEDURES**

The closeout of a Mississippi Development Authority-Disaster Recovery Division (MDA-DRD) Katrina Community Development Block Grant (KCDBG) follows a process by which the MDA-DRD determines that all applicable administrative actions and all required work on the project have been completed. This closeout package is to be used for all DRD Economic Development, Community Revitalization, Tourism, Planning, and Code Enforcement Grant Programs. Please **check only one** box on the Certificate of Completion to indicate the grant project you are completing. Each Grant Recipient is responsible for ensuring an orderly and timely phase-out of projects. The Grant Recipient must also ensure that the financial settlement of the subcontracts and vendor claims has been satisfied.

The MDA-DRD must conduct onsite programmatic and fiscal monitoring reviews of the project prior to the closeout of the project. Any observations and findings identified through the monitoring process must be resolved to the satisfaction of the MDA-DRD prior to project closeout. Copies of the monitoring report and related documents must be included in the MDA-DRD official grant file.

Three (3) closeout packages bearing the original signatures of the designated signatory officials are due to the MDA-DRD within **90 days** after the completion or expiration of the subgrant/subcontract. The closeout may be revised no more than once after the initial package is received. The revision will be accepted no later than 120 days after the ending date of the subgrant/subcontract activities.

INSTRUCTIONS FOR COMPLETING THE MDA- DRD CLOSEOUT PACKAGE

The following documents are required components of the MDA- DRD closeout package:

I. Recipient's Closeout Checklist

Grant recipients should check the appropriate boxes concerning each of the closeout documents. Explain fully in the space provided any item(s) not submitted or any item(s) to be sent separately.

II. Certificate of Completion

Grant recipients should list all activities undertaken, certifying that they have been carried out in accordance with the grant agreement. It also ensures that the provisions have been made for the payment of all unpaid claims, and that neither the State nor the Federal government is under an obligation to make any further payments under the agreement in the excess of the amount stated in the document. This document requires the project to report all budgeted GRANT funds and other funds. Projects are also required to list the actual payment of all GRANT funds and other funds that were used for a specific subactivity.

III. Recipient Performance Certification Report

This document addresses the National Policy Objectives. Grant recipients should list the planned and actual beneficiaries and the planned and actual low- to moderate-income beneficiaries by subactivity.

IV. Ethnic Beneficiary Information

Grant recipients should complete the table (appended to this section) regarding the number of persons in the area of service and the number of persons who will directly benefit from the project.

V. Outstanding Claimants List

When unclaimed funds are returned to MDA, a list of all possible claimants of these funds shall be prepared and attached to the Recipient's Release. The purpose is to reserve these funds and make future payments if necessary. The list shall include the following pertinent data:

- A. Claimant's name, last known address, amount of money due, and social security number (if claimant is a training program enrollee) for each individual to whom checks for wages (or other outstanding checks) were due.
- B. For employee checks, the pay period during which the money was earned, the number of hours, hourly rate of pay, and dates worked.
- C. Check number, date of issuance, and amount of each uncashed check.
- D. Name, address, and telephone number of any person who may be contacted in connection with any claim which may arise. Normally, this would be the individual who has control of the subcontractor.

Grant recipients who do not anticipate possible claimants of grant funds after closeout should enter "N/A" on this form.

VI. Inventory and Program Income Form

This document consists of three (3) categories: Real Estate, Equipment, and Program Income. The property and equipment that have been purchased with GRANT funds should be listed with the purchase price, use of the property and/or equipment, date to be used, disposition date and reason for and method of disposition (if applicable). All program income collected to date should be listed, including the activity, additional payments, and the use of the program income.

Use of real property, equipment and program income during the subgrant period and after closeout:

- A. Real Property- Reference 24 CFR Part 85.31(a-c). Real property acquired under a subgrant will vest upon acquisition in the subgrantee. Real property will be used for the originally authorized purposes as long as needed for those purposes, and the subgrantee shall not dispose of or encumber its title or other interests. When real property is no longer needed for the originally authorized purpose, the subgrant recipient will request disposition instructions from the MDA-DRD **prior to disposition**. All income derived from the sale or use of the property is program income and must be returned to the MDA-DRD.

The standards for the use of real property acquired or improved in whole or in part using CDBG funds in excess of \$25,000, as set forth in 24 CFR Part 570.505, apply for a period of **five (5) years** after the closeout of the grant from which the assistance to the property was provided, in this case the grant agreement between the MDA-DRD and the United States Department of Housing and Urban Development (HUD).

- B. Equipment- Per 24 CFR Part 85.32(c), equipment shall be used by the Recipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by Federal funds. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by a Federal agency, or disposed of following the guidelines set forth in 24 CFR Part 85.32 (e).
- C. Program Income- During the subgrant period, program income (other than program income deposited in a revolving fund) must be used to cover program costs before additional grant funds are requested. If program income is put in a revolving fund, the funds must be used for the same activity for which the revolving fund was established. The account must be interest bearing, and interest earned or funds held in the account must be remitted to the grantee (MDA-DRD) at least annually.

Program income received after the closeout of the agreement between the MDA-DRD and the Recipient shall be returned to the MDA-DRD.

VII. Certification of Recipient Compliance

- A. Release -- This document releases the unexpended or unobligated balance of the award back to the MDA. The total amount paid to the project by MDA must be entered. This amount must reflect the actual expenditure. Do not round off expenditures.
- B. Assignment of Refunds, Rebates and Credits -- This execution guarantees that the recipient/subcontractor will immediately remit any refunds or credits applicable to the recipient/subcontractor. Examples: telephone refunds and insurance refunds.
- C. Inventory Certification -- This section is used to account for all items or materials and equipment purchased, furnished or acquired.

VIII. Agreement Relative to Closeout of the Mississippi Development Authority-Disaster Recovery Division Grant Programs

By signing the Agreement Relative to Closeout of the MDA-DRD Grant, the Recipient is certifying that the entire closeout document meets the individual requirements included in the closeout package. Further, this document is an agreement between the Recipient and MDA-DRD that permits the closeout of the project activities contingent on the promise that all funds will be audited. Upon receipt of a copy of the Recipient's audit report and resolution of any findings related to the subgrant (if applicable), the MDA-DRD will notify the Recipient in writing that the Recipient has fulfilled its audit requirements relative to the subgrant agreement.

IX. Final Request for Cash (RFC) Consolidated Support Sheet

A Final RFC Consolidated Support Sheet with the actual final cost of the project, including match, must be completed and submitted with the closeout package. The Consolidated Support Sheet must be marked "final."

X. Final MDA-DRD Quarterly Report

A Final MDA-DRD Quarterly Report is due at the time of closeout, outlining the performance measures for the life of the project. This report should follow the same format as the quarterly performance reports submitted to the MDA-DRD during the operation of the project.

XI. Refund Check (if applicable)

**MISSISSIPPI DEVELOPMENT AUTHORITY
DISASTER RECOVERY DIVISION
RECIPIENT'S CLOSEOUT CHECKLIST**

Recipient City of Hattiesburg
Subgrant Contract Number R-110-205-01-GZ

In compliance with the requirements of the MDA-DRD Recipient Closeout Procedures and the terms and conditions of the subgrant/contract, the following closeout documents are enclosed: (Check the appropriate boxes concerning each of the closeout documents. Explain fully in the space provided below any item not submitted or any item to be sent separately. Use separate sheet, if necessary.)

Type of Document	Enclosed	Not Applicable	Sending Separately	Unable to Furnish
1. Certification of Completion	X			
2. Recipient Performance Certification Report	X			
3. Ethnic Beneficiary Information	X			
4. Outstanding Claimants List	X			
5. Inventory and Program Income Form	X			
6. Certificate of Recipient Compliance	X			
7. Agreement Relative to Closeout	X			
8. Final Request for Cash Consolidated Support Sheet	X			
9. Final MDA-DRD Quarterly Report	X			
10. Refund Check (if applicable)		X		

Explanation/Comments: _____

STATE OF MISSISSIPPI		NAME OF RECIPIENT City of Hattiesburg					
MISSISSIPPI DEVELOPMENT AUTHORITY		CONTRACT NUMBER R-110-205-01-GZ GRANT NUMBER R-110-205-01-GZ					
DISASTER RECOVERY DIVISION		GRANT NUMBER R-110-205-01-GZ					
KATRINA COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAMS		GRANT NUMBER R-110-205-01-GZ					
CERTIFICATE OF COMPLETION		GRANT NUMBER R-110-205-01-GZ					
FINAL STATEMENT OF COST		GRANT NUMBER R-110-205-01-GZ					
PROGRAM CATEGORIES		To Be Completed by Recipient					
ACTIVITY		To Be Completed By the State					
State Comments Revision		To Be Completed By the State					
D		Approved Total Cost					
C		Total Cost					
B		Actual GRANT Cost Paid					
A		Actual GRANT Cost Paid					
Other Funds Budgeted		Actual Other Cost Paid					
GRANT Funds Budgeted		Deobligated GRANT Funds Unutilized to be Canceled					
Refund Balance of Grant Payable		Refund Balance of Grant Payable					
Grant Type (check One):							
TOURISM ()							
ECONOMIC DEVELOPMENT ()							
COMMUNITY REVITALIZATION ()							
COMM. REVITALIZATION GO ZONE (x)							
PLANNING ()							
CODE ENFORCEMENT ()							
1. Acquisition, Disposition							
2. Legal							
3. Center, Family (Senior Center/ Neighborhood)							
4. Public Facilities							
(a) Water							
(b) Sewer							
(c) Flood and Drainage Facilities							
(d) Other (Specify)							
5. Street, Bridges							
6. Other Public Facilities - FIRE STATION		1,262,851.35	1,347,467.50	1,262,851.35	1,351,841.86	2,614,693.21	2,614,693.21
7. Contingencies							
8. Removal of Architectural Barriers							
9. Engineering		0.00	368,834.50	0.00	368,834.50	368,834.50	368,834.50
10. Administration		40,000.00	40,000.00	40,000.00	40,000.00	80,000.00	80,000.00
11. Building Rehab							
12. Training							
13. Advertising							

	GRANT Funds Budgeted	Other Funds Budgeted (MATCH)	A Actual GRANT Cost Paid	B Actual Other Cost Paid (MATCH)	C Total Cost	Deobligated GRANT Funds Unutilized to be Canceled	Refund Balance of Grant Payable	D Approved Total Cost	
14. Economic Development Activities: (a) Assistance to Non-Profit (b) Assistance to For-Profit Entities (c) Microenterprises or Small Businesses									
15. Unspecified Activities									
16. Planning									
17. Audit									
18. Total Other Cost (Match)		1,760,676.36		1,760,676.36					
19. Total GRANT Cost	1,302,851.35		1,302,851.35		3,063,527.71	0.00	0.00	3,063,527.71	
COMPUTATION OF GRANT BALANCE									
DESCRIPTION						TO BE COMPLETED BY RECIPIENT	TO BE COMPLETED BY THE STATE		
1. Grant Agreement Amount						1,302,851.35			
2. Amount for Unsettled Third-Party Claims						0.00			
3. Grant Amount Received (amount of "grant funds received")						1,302,851.35			
4. GRANT Amount Deobligated						0.00			
5. Amount of Refund * This amount shall be repaid to the State by check and must include the following:						0.00			
(a) Unexpended Funds Amount						0.00			
(b) Outstanding Claimant's Amount (as applicable)						0.00			
(c) Total Amount Refunded						0.00			
(d) Enter Check Number						0.00			
LIST ANY UNPAID COSTS AND UNSETTLED THIRD-PARTY CLAIMS AGAINST THE RECIPIENT'S GRANT. DESCRIBE CIRCUMSTANCES AND AMOUNTS INVOLVED. Not Applicable									

**MISSISSIPPI DEVELOPMENT AUTHORITY
DISASTER RECOVERY DIVISION
RECIPIENT PERFORMANCE CERTIFICATION REPORT**

Recipient	City of Hattiesburg	Contact Number	R-110-205-01-GZ
Completed By/Person Completing Form	Michele Moore, Jimmy G. Gouras Urban Planning Consultants, Inc.		

National Policy Objective(s) Addressed:

Low and moderate income	X
Urgent Needs/Threat to Health	
Slums and Blight	

MEASURES OF ACCOMPLISHMENTS

(Enter data into all fields that apply to your program or project)

	Beneficiaries		Low/Mod	
	Planned	Actual	Planned	Actual
1. Acquisition/Disposition				
2. Clearance/Code Enforcement				
3. Public Facilities				
a. Water				
b. Sewer				
c. Flood/drainage				
d. Others (Specify)				
4. Streets				
5. Other Public Facilities – FIRE STATION	14432	14432	9345	9345
6. Removal of Architectural Barriers				
7. Planning Only				
8. Administration	No Measures Required			
9. Economic Development				
a. Assistance to Non-Profit Entities				
b. Assistance to For-Profit Entities				
c. Micro-enterprises or Small Business				
10. Building Rehab				

11. Training				
12. Number of Households Served				
13. Number of Female Heads of Household Served	1274	1274		
14. Number of Elderly Beneficiaries	2816	2816		
15. Number of Handicapped Beneficiaries				
16. Number of Jobs Created				
17. Unspecified Activities	No Measures Required			

	FINANCIAL PERFORMANCE			
	Planned		Actual	
Total Grant Project Expenditures	1,302,851.35		1,302,851.35	
Total Other Expenditures (Match)	1,760,676.36		1,760,676.36	
<u>Leveraging Ratio:</u>				
<u>Total amount other funds</u>				
<u>allowable as leveraging*</u>				
*Do not use program income.				

AUDIT

Date of most recent audit:

2011

Findings resolved, if any (Y/N):

None

NOTE: For all water and sewer projects, Recipient must include copy of final approval by the State Department of Health and Bureau of Pollution Control (whichever is applicable). See last page of closeout package for agency contact information.

TOURISM INDUSTRY RESTORATION GRANTS ONLY:

Complete National Policy Objective and Financial Performance sections only.

ETHNIC BENEFICIARY INFORMATION FOR GRANT AND EMERGENCY PROJECTS

Complete the following table regarding the number of persons who will directly benefit from this project.

- | | |
|---|--|
| 1. White | 9. American Indian/Alaskan Native and Black/African American |
| 2. Black/African American | 10. Other Multi Racial |
| 3. Asian | 11. Female Head of households |
| 4. American Indian/Alaskan Native | 12. Total number of minorities |
| 5. Native Hawaiian/Other Pacific Islander | 13. Number of elderly (+62) |
| 6. American Indian/Alaskan Native and White | 14. Total number of handicapped |
| 7. Asian and White | 15. Number of children 18 or younger |
| 8. Black/African American & White | |

a. Activity

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Planned in Application	5864	7949	47	16	1					554	1274	8567	2816		4031
Actual Beneficiaries	5864	7949	47	16	1					554	1274	8567	2816		4031

b. Activity

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Planned in Application															
Actual Beneficiaries															

c. Activity

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Planned in Application															
Actual Beneficiaries															

d. Activity

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Planned in Application															
Actual Beneficiaries															

e. Activity

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Planned in Application															
Actual Beneficiaries															

**MISSISSIPPI DEVELOPMENT AUTHORITY
DISASTER RECOVERY DIVISION**

OUTSTANDING CLAIMANTS LIST

Recipient	City of Hattiesburg	Contract Number	R-110-205-01-GZ
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Claimant's Name, Address, S.S. # (Where Applicable)	Check #	Amount	Date	Pay Period Hours and Rate	Other Contact Name and Address
1. NO CLAIMANT					
2.					
3.					
4.					
5.					
6.					
7.					

INVENTORY AND PROGRAM INCOME FORM

Real Estate:

List the property purchased with GRANT funds and considered to be surplus property, the type of property, (i.e., lots, land, buildings), price paid for each property, the proposed use of the property, and the date the property is expected to be used. If the real property was disposed of, list the reason for disposition, method of disposition, and the disposition date. As defined at 24 CFR Part 85.3, "real property" means land, including land improvements, structures and appurtenances thereto, excluding movable machinery and equipment.

Number or Amount	Type of Property	Purchase Price	Proposed Use of Property	Date to be Used	Disposition Date of Property (if applicable)	Reason for and Method of Disposition
N/A						

Equipment:

List the equipment purchased with GRANT/LOAN funds, the price paid for each piece of equipment, and the use of the equipment. If the equipment was disposed of, list the reason for disposition, method of disposition, and the disposition date. As defined at 24 CFR Part 85.3, "Equipment" means tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.

Number or Amount	Type of Equipment	Purchase Price	Use of Equipment	Disposition Date of Equipment (if applicable)	Reason for and Method of Disposition
N/A					

Program Income:

List the amount of program income collected to date, the type of activity generating program income (i.e., public facility, economic development, etc.), the estimated amount of additional program income payments expected, and the proposed use of the program income. Program income received after the closeout of the agreement between the MDA-DRD and the Recipient shall be returned to the MDA-DRD. As defined at 24 CFR Part 85.25(b), "program income" means gross income received by the grantee or subgrantee directly generated by a grant supported activity, or earned only as a result of the grant agreement during the grant period. "During the grant period" is the time between the effective date of the award and the ending date of the award reflected in the final financial report.

Amount Collected To Date	Activity	Additional Payments	Proposed Use of Program Income
N/A			

CERTIFICATE OF RECIPIENT COMPLIANCE

1. Release

Pursuant to the terms of said subgrant/contract and in consideration of the sum of \$1,302,851.35 (Total Amount Paid & Payable by MDA-DRD), upon payment of the said sum the Recipient does remise, release, and discharge MDA-DRD, its officers, agents, and employees, of and from all liabilities, obligations, claims, and demands whatsoever under or arising from the said subgrant/contract, **except the following:**

- a. Specified claims in stated amounts or in estimated amounts where the amounts are not susceptible of exact statement by the Recipient, as follows:

_____ none _____
(If none, so state)

- b. Claims, together with reasonable expenses incidental thereto, based upon the liabilities of the Recipient to third parties arising out of the performance of the said subgrant/contract, which are not known to the Recipient on the date of execution of this release and of which the Recipient gives notice in writing to the MDA-DRD within the period specified in the said subgrant/contract.
- c. Claims, after closeout, for costs which result from the liability to pay Unemployment Insurance costs under a reimbursement system or to settle Worker's Compensation claims.

2. Assignment of Refunds, Rebates and Credits

Pursuant to the terms of said contract and in consideration of the reimbursement of costs and payment of fees as provided in the said contract and any assignment thereunder, the Contractor hereby does the following:

- a. Assign, transfer, set over and release to MDA-DRD all right, title and interest to all refunds, rebates, credits or other amounts (including any interest thereon) arising or which may hereafter accrue thereunder.
- b. Agree to take whatever action may be necessary to effect prompt collection of all such refunds, rebates, credits or other amounts (including interest thereon due or which may become due, and to forward promptly to MDA-DRD) for any proceeds so collected. The reasonable costs of any such action to effect collection shall constitute allowable costs when approved by the MDA-DRD as stated in the said contract and may be applied to reduce any amount otherwise payable to MDA-DRD under the terms hereof.
- c. Agree to cooperate fully with MDA-DRD as to any claim or suit in connection with such refunds, rebates, credits or other amounts due (including any interest thereon); to execute any protest, pleading, application, power of attorney or other papers in connection therewith; and to permit MDA-DRD or the Federal Grant of Agency to represent it at any hearing, trial or other proceeding arising out of such claim or suit.

3. Inventory Certification (Select One)

- a. _____ The Recipient hereby certifies that all items of materials and equipment purchased, furnished, or transferred for or to said Recipient were done so in accordance with the terms and conditions of said subgrant/contract.
- b. X The Recipient hereby certifies that no equipment was furnished or acquired under the terms and conditions of said subgrant/contract.

4. Recipient and Subrecipient Monitoring

The Recipient hereby certifies that onsite fiscal and programmatic reviews of the project(s) covered by this subgrant agreement were conducted, and that any findings identified in the monitoring report were resolved to the satisfaction of the MDA-DRD, prior to the submission of this closeout package. Further, the Recipient certifies that fiscal and programmatic reviews of subrecipient(s) (where applicable) were conducted by the Recipient, and any findings identified in the monitoring report(s) resolved, prior to the final fiscal and programmatic monitoring review of the Recipient. Copies of the Recipient and

subrecipient monitoring reports and all related documents shall be maintained in the Recipient's official grant file for the period identified in the Record Retention section of the Agreement Relative to Closeout.

5. General Statement of Compliance

The Recipient further certifies that all other terms and conditions of said subgrant/contract have been complied with.

AGREEMENT RELATIVE TO CLOSEOUT OF DISASTER RECOVERY DIVISION GRANT PROGRAMS

This Agreement is between City of Hattiesburg ("Recipient") and the Mississippi Development Authority Disaster Recovery Division ("Division").

Closeouts/Audits

The parties to this Agreement desire to close out the Recipient's Katrina Community Development Block Grant (KCDBG) Number R-110-205-01-GZ (the "Grant").

Because of regulatory and legislative changes, the Division no longer requires a final audit of an individual grant at closeout.

Rather than waiting for Recipient's next periodic single or program-specific audit, the parties desire to close out the Grant subject to subsequent audit(s).

THEREFORE, in consideration of the mutual promises contained herein, the parties to this Agreement agree as follows:

1. Recipient will submit to the Division its subsequent single or program-specific audit or audits, which shall comply with federal and state requirements and which shall cover all periods in which any Grant costs have been incurred. Recipients should refer to the KCDBG audit guidelines for further information and to determine whether a single or program-specific audit must be performed.
2. Recipient shall remit to the Division the amount of any costs which are disallowed by the subsequent single or program-specific audit(s) and which disallowances are sustained by the state.
3. Upon receipt of a copy of the Recipient's audit report and resolution of any findings related to the subgrant/contract (if applicable), the MDA-DRD will notify the Recipient in writing that the Recipient has fulfilled its audit requirements relative to the subgrant agreement.
4. Recipient acknowledges that the subgrant/contract is subject to monitoring by the United States Department of Housing and Urban Development (HUD), the Federal awarding agency, and that findings of noncompliance may be taken into account by HUD and the MDA-DRD as unsatisfactory performance of the Recipient in the consideration of any future grant award.
5. The Agreements contained herein are in addition to any other agreements between the parties relative to the closeout of the Grant. Recipient agrees to abide by all governing laws and regulations.

Record Retention

1. Pursuant to 24 CFR Subsection 570.490(d), the Recipient agrees to maintain records, including support documentation, **for the greater of** three years from closeout of the grant agreement between the Division and the United States Department of Housing and Urban Development (HUD), the Federal awarding agency, or the period required by other applicable laws and regulations as described in Subsections 570.487, relative to fair housing, lead-based paint poisoning prevention, the Architectural Barriers Act and the Americans with Disabilities Act, and 570.488, relative to the displacement, relocation, acquisition, and replacement of housing. The Division agrees to notify the Recipient of the closeout date of the grant agreement between the Division and HUD.
2. Pursuant to 24 CFR Part 85.42(c), the Recipient accepts that the starting dates of the retention period are as follows:
 - a. General- When grant support is continued or renewed **annually** or at other intervals, the retention period for the records of each funding period starts on the day the Recipient submits to the Division its last expenditure report for that period. If grant support is continued or renewed **quarterly**, the retention period for each year's records starts on the day the Recipient submits its expenditure report for the last quarter of the Federal fiscal year. In all other cases, the retention period starts on the day the Recipient submits its final expenditure report as part of the closeout package.
 - b. Real Property and Equipment Records- The retention period for real property and equipment records starts from the date of disposition or replacement or transfer (as applicable) at the direction of the awarding agency.
 - c. Records for income transactions after grant or subgrant support- In instances where the Recipient earned income after the period of grant support, the retention period for the records pertaining to the earning of the income starts from the end of the grantee's fiscal year in which the income is earned.

- d. Indirect cost rate proposals, cost allocation plans, and similar accounting computations of rates at which costs are charged- If the proposal, plan or other computation is required to be submitted to the Division to form the basis for the negotiation of the rate, the 3-year retention period starts from the date of such submission. If the proposal, plan or other computation is not required to be submitted to the Division for negotiation of the rate, the 3-year retention period starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan or other computation.
3. Substitution of microfilm- Copies made by microfilming, photocopying, or similar methods may be substituted for the original records.
4. Records to be maintained-
 - a. At a minimum, the Recipient's closeout file should contain a copy of this closeout package as well as all applicable documents listed on pages 32-35 of the Katrina Community Development Block Grant Program Implementation Manual.
 - b. Equipment- Per 24 CFR Part 85.32(d), property records must be maintained that include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, and cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
 - c. Real Property- Records to be retained include, but are not limited to, documentation of the acquisition, improvement, use and disposition of real property acquired or improved with CDBG assistance.

Flood Insurance Coverage

Pursuant to 24 CFR Subsection 570.509(c)(4)(iv), if applicable, the Recipient shall ensure that flood insurance coverage for property owners is maintained for the mandatory period for the grant program.

Certificate of Completion

It is hereby certified that all activities undertaken by the Recipient with funds provided under the grant agreement, hereof, have, to the best of my knowledge, been carried out in accordance with the grant agreement; that proper provision has been made by the Recipient for the payment of all unpaid costs and unsettled third-party claims identified, hereof; that the United States of America or the State of Mississippi is under no obligation to make any further payment to the Recipient under the grant agreement, hereof; and that every statement and amount set forth in this instrument is, to the best of my knowledge, true and correct as of this date.

Recipient Performance Certification Report

It is hereby certified that all planned and actual beneficiaries, and the planned and actual low-to-moderate-income beneficiaries as stated on the Recipient Performance Certification Report are, to the best of my knowledge, true and correct as of this date.

Ethnic Beneficiary Information

It is hereby certified that the information provided in the Ethnic Beneficiary form is, to the best of my knowledge, true and correct.

Outstanding Claimants List

It is hereby certified that the information as stated in the Outstanding Claimants List is, to the best of my knowledge, true and correct.

Inventory and Program Income Form

It is hereby certified that the information as stated in the Inventory and Program Income form is, to the best of my knowledge, true and correct.

Certificate of Recipient Compliance

It is hereby certified that the information as stated in the Certificate of Recipient Compliance form is, to the best of my knowledge, true and correct.

Final Request for Cash Consolidated Support Sheet

It is hereby certified that the information as stated in the Final Request for Cash Consolidated Support Sheet is, to the best of my knowledge, true and correct. It is also hereby certified that all requests for cash have been submitted to the MDA-DRD.

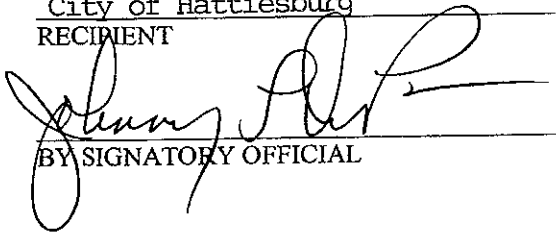
Final MDA-DRD Quarterly Report

It is hereby certified that the information in the final attached MDA-DRD Quarterly Report is, to the best of my knowledge, true and correct.

This Agreement is executed by the Parties on the date indicated by their respective signatures.

IN WITNESS THEREOF, this Agreement and Certification of Contract Compliance between the Recipient and the Division has been executed this 4th day of December, 20 12.

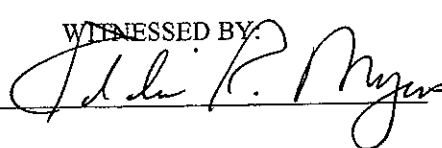
City of Hattiesburg
RECIPIENT


BY SIGNATORY OFFICIAL

Mayor
TITLE

12-4-12
DATE

WITNESSED BY:

1. 
2. _____

MISSISSIPPI DEVELOPMENT AUTHORITY DISASTER RECOVERY DIVISION:

BY SIGNATORY OFFICIAL _____

TITLE _____

DATE _____

**BOARD OF HEALTH AND
BUREAU OF POLLUTION CONTROL**

All water and sewer projects must have approval from the State Department of Health and/or Office of Pollution Control. Projects involving water improvements, whether potable or otherwise, require final approval from the Mississippi State Board of Health. Projects involving sewer improvements must obtain final project approval from the Office of Pollution Control.

Mississippi State Department of Health
Post Office Box 1700
2423 North State Street
Jackson, Mississippi 39215-1700
(601) 960-7400

Office of Pollution Control
Post Office Box 10385
Jackson, Mississippi 39289-0385
(601) 961-5171



City of Hattiesburg, MS

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

Master

File Number: 2012-1369

File ID: 2012-1369

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 11/23/2012

Brief Title: Amendment - Pinebelt Community Services - Meals Program

Final Action: 12/04/2012

Minute Book Number: MB2012-1/411-412

Title:

Approve Amendment to the Public Services agreement with Pinebelt Community Services (found at MB 2012-1 / 153) to amend the budget and include "Equipment" as an allowable budget item (no change to total proposed expenditure) and authorize Mayor to execute agreement in triplicate for same.
{Entitlement - CDBG}

Notes:

Sponsors:

Enactment Date:

Attachments: AMENDMENT - Pinebelt Community Services Meals Program 2012 Subrecipient, executed AMENDMENT - Pinebelt Community Services Meals Program 2012 Subrecipient

Enactment Number:

Contact:

Meeting Date: 12/04/2012

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	12/04/2012	Approve				Pass
Action Text: A MOTION was made by Council Member Naylor and seconded by Council Member Delgado to Approve Amendment to the Public Services agreement with Pinebelt Community Services (found at MB 2012-1 / 153) to amend the budget and include "Equipment" as an allowable budget item (no change to total proposed expenditure) and authorize Mayor to execute agreement in triplicate for same. {Entitlement - CDBG}							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Ware and Naylor							
Nays: 0							

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

TEL-No Vote: 0

Text of Legislative File 2012-1369

Title

Approve Amendment to the Public Services agreement with Pinebelt Community Services (found at MB 2012-1 / 153) to amend the budget and include "Equipment" as an allowable budget item (no change to total proposed expenditure) and authorize Mayor to execute agreement in triplicate for same. {Entitlement - CDBG}

Summary

Amendment - Pinebelt Community Services - Meals Program

Budget Information

Expenditure Type

Purchasing Item

Publication Information

**AGREEMENT AMENDMENT
BETWEEN THE CITY OF HATTIESBURG AND
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
SUBRECIPIENT AGREEMENT
PINEBELT COMMUNITY SERVICES
MEALS PROGRAM**

THIS contract (hereinafter the "AGREEMENT"), is made and entered into this **fifteenth (15th) day of May, 2012** by and between the CITY OF HATTIESBURG, MISSISSIPPI, (herein called the "Grantee"), located at 200 Forrest Street, Hattiesburg, Mississippi 39401 and the **Pinebelt Community Services**, (herein called the "Subrecipient"), located in the City of Hattiesburg (1101 North Main Street, Hattiesburg, MS 39401) for an amount not to exceed **\$10,000.00** and which shall terminate on or before the **31st day of December 2012**, unless amended by written instrument as provided for herein.

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds for: **providing Public Service to the community, specifically meals to people in need, such as low- to moderate-income elderly and/or disabled shut-ins and low- to moderate-income community residents including homeless persons.**

NOW, THEREFORE, it is agreed between the parties hereto that:

AMENDMENT TO ORIGINAL AGREEMENT:

Page 3 – Part III (Budget)

MEALS PROGRAM	ORIGINAL	AMENDED
FOOD	\$8,500.00	\$7,425.81
CONSUMABLE SUPPLIES	\$1,500.00	\$ 400.00
APPLIANCES/EQUIPMENT	<u>\$ 0.00</u>	<u>\$2,174.19</u>
TOTAL	\$10,000.00	\$10,000.00

IN WITNESS THEREOF,

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

City of Hattiesburg, Mississippi

Pinebelt Community Services

By: _____
Johnny L. DuPree, Mayor

By: _____
Kenneth Fairley, Executive Director

Date: _____

Date: _____

Attest: _____
Eddie Myers, City Clerk

Attest: _____

Date: _____

Date: _____

**AGREEMENT AMENDMENT
BETWEEN THE CITY OF HATTIESBURG AND
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
SUBRECIPIENT AGREEMENT**

**PINEBELT COMMUNITY SERVICES
MEALS PROGRAM**

THIS contract (hereinafter the "AGREEMENT"), is made and entered into this **fifteenth (15th) day of May, 2012** by and between the CITY OF HATTIESBURG, MISSISSIPPI, (herein called the "Grantee"), located at 200 Forrest Street, Hattiesburg, Mississippi 39401 and the **Pinebelt Community Services**, (herein called the "Subrecipient"), located in the City of Hattiesburg (1101 North Main Street, Hattiesburg, MS 39401) for an amount not to exceed **\$10,000.00** and which shall terminate on or before the **31st day of December 2012**, unless amended by written instrument as provided for herein.

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds for: **providing Public Service to the community, specifically meals to people in need, such as low- to moderate-income elderly and/or disabled shut-ins and low- to moderate-income community residents including homeless persons.**

NOW, THEREFORE, it is agreed between the parties hereto that:

AMENDMENT TO ORIGINAL AGREEMENT:

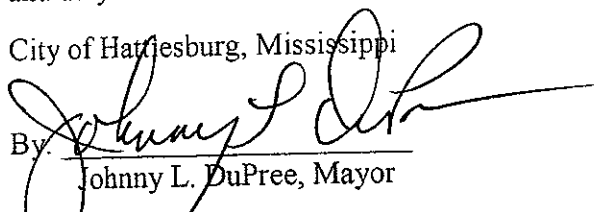
Page 3 – Part III (Budget)

MEALS PROGRAM	ORIGINAL	AMENDED
FOOD	\$8,500.00	\$7,425.81
CONSUMABLE SUPPLIES	\$1,500.00	\$ 400.00
APPLIANCES/EQUIPMENT	<u>\$ 0.00</u>	<u>\$2,174.19</u>
TOTAL	\$10,000.00	\$10,000.00

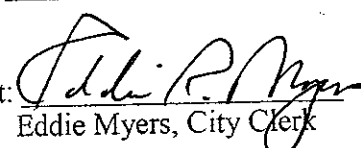
IN WITNESS THEREOF,

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

City of Hattiesburg, Mississippi

By: 
Johnny L. DuPree, Mayor

Date: 12-4-12

Attest: 
Eddie Myers, City Clerk

Date: 12-4-12

Pinebelt Community Services

By: _____
Kenneth Fairley, Executive Director

Date: _____

Attest: _____

Date: _____



City of Hattiesburg, MS

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

Master

File Number: 2012-1368

File ID: 2012-1368

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 11/23/2012

Brief Title: DPA - Rena-Mae Anderson

Final Action: 12/04/2012

Minute Book Number: MB2012-1/412

Title:

Authorize the Mayor to execute a HOME Program Downpayment Assistance Award in the amount of \$10,000 to Rena-Mae Anderson, and approve and authorize issuance of a manual check for the same, per attached memorandum. {Entitlement}

Notes:

Sponsors:

Enactment Date:

Attachments: MEMORANDUM-DPA Manual Checks-HOME,
GRANT RECIPIENT AGREEMENT - Anderson,
executed GRANT RECIPIENT AGREEMENT -
Anderson

Enactment Number:

Contact:

Meeting Date: 12/04/2012

Drafter: Andrew Ellard

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	12/04/2012	Authorize				Pass
Action Text: A MOTION was made by Council Vice President Ware and seconded by Council Member Delgado to Authorize the Mayor to execute a HOME Program Downpayment Assistance Award in the amount of \$10,000 to Rena-Mae Anderson, and approve and authorize issuance of a manual check for the same, per attached memorandum.{Entitlement}							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Ware and Naylor							
Nays: 0							

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

TEL-No Vote: 0

Text of Legislative File 2012-1368

Title

Authorize the Mayor to execute a HOME Program Downpayment Assistance Award in the amount of \$10,000 to Rena-Mae Anderson, and approve and authorize issuance of a manual check for the same, per attached memorandum. {Entitlement}

Summary

DPA - Rena-Mae Anderson

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: Andrew Ellard
Department of Federal & State Programs

SUBJECT: Authorize issuance of manual checks for HOME Program claims

DATE: November 27, 2012

The following request for payment is being submitted for approval during the City Council's December 4, 2012 meeting. Please authorize and approve issuance of a manual check for the claims listed below:

Recipient:	Rena-Mae Anderson (check payable to: "Rena-Mae Anderson and TSI Title Services, LLC")
Activity:	Downpayment Assistance
Program:	HOME
Project Site:	202 South Street
Amount Requested:	\$10,000.00
Purpose of Request:	Downpayment and closing costs
Work Provided by:	n/a

GRANT RECIPIENT / HOMEBUYER AGREEMENT

I/we, **Rena-Mae Anderson**, have read and understand the following conditions and program requirements that apply to my/our participation in the Home Investment Partnerships (HOME) Homebuyer Assistance Grant Program:

1. HOME grant funds in the amount of **\$10,000** will be reserved to the extent they are available for a HOME down payment assistance grant (forgivable loan) to subsidize the purchase of my/our home.
2. Eligible Usage of HOME down payment assistance funds is limited to downpayment and closing costs.
3. If approved, this agreement will be dated **12/04/2012**. The home must be acquired within sixty (60) days of this award agreement if sweat equity or other special compliance is in process as part of the program to purchase the home.
4. The minimum period of affordability for a HOME assisted property is a restriction established by HUD based upon the total amount of HOME grant funds invested. The period of affordability for this purchase will be 5 years expiring on the anniversary of closing in **2017**. This period is enforced by a Deed Restriction executed at loan closing. A Deed Restriction is a document signed at closing to assure compliance with the period of affordability.
5. The appraised value of the property is \$_____ (**TBD prior to closing**).
6. The home must be maintained as the primary residence throughout the period of affordability.
7. Resale Provision Applies: the following statements (a) and (b) apply to the resale provisions. (a) If buyer sells home, or if the home is foreclosed, then subsequent purchaser must be low-income and occupy the unit as principal residence. (b) Sale price must provide original buyer a fair return on investment and be affordable to a reasonable range of low-income buyers; the presumption of affordability approach is used.
8. Participation in this program requires the completion of Homeownership Training/Counseling. Completion is documented by a certificate of completion. The homebuyer will not be charged for this education/training.
9. HOME assisted properties are required to meet local housing codes. In the absence of local housing codes the home must meet HUD's Section 8 Housing Quality Standards (HQS). When FHA financing is involved, housing meeting HUD's Minimum Property Standards (MPS) will be acceptable.
10. HOME grant funds cannot be used to pay liens, judgments or debt collections.
11. All properties built prior to 1978 must pass a visual lead-safe inspection.
12. There cannot be any unfair advantage or undue benefit to the homebuyer or others associated with the sale/purchase of the home that would create a conflict of interest.
13. At the time a mortgage loan application is completed, a Good Faith Estimate (GFE) will be provided to the loan applicant, fully disclosing an estimated amount of fees to be charged to the homebuyer at loan closing. Examples of customary fees include, but are not limited to, realtor commission fee, appraisal fee, survey fee, flood certificate fee, termite inspection fee, loan origination fee, loan discount points, underwriting fee, document preparation fee, recording fees, courier fees, tax service fee, attorney fees, title insurance, mortgage insurance premium, and the customary prepaid items like insurance, interest, and taxes.

14. If there are fees charged at closing that are not fully disclosed on the GFE, the homebuyer has the right to question the fee and consult with the Grant Administrator, Department of Community Development.
15. Earnest money may be paid by the homebuyer at the time a sales contract is signed. At loan closing, the amount deposited as earnest money may be used to reduce the principal amount of the loan.
16. A non-refundable credit report fee will be collected from the homebuyer at the time a mortgage loan application is submitted.
17. Homebuyers have the option of selecting the house of their choice, their own realtor, and their own financing institution from the list of approved City of Hattiesburg lenders.

I/We have read and understand the contents of this agreement and agree to the terms of the award.

Homebuyer(s): _____ Date: _____
_____ Date: _____

As the Participating Lender, all items have been discussed with the above homebuyer(s) and all questions have been answered.

Participating Lender _____ Date: _____

As the grant administrator, all items have been discussed with the above homebuyer(s) and all questions have been answered.

Administrator: _____ Date: _____

IN WITNESS THEREOF,

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

City of Hattiesburg, Mississippi

Downpayment Award Recipient

By: _____
Johnny L. DuPree, Mayor

By: _____
Rena-Mae Anderson

Date: _____

Date: _____

Attest: _____
Eddie Myers, City Clerk

Attest: _____

Date: _____

Date: _____

GRANT RECIPIENT / HOMEBUYER AGREEMENT

I/we, Rena-Mae Anderson, have read and understand the following conditions and program requirements that apply to my/our participation in the Home Investment Partnerships (HOME) Homebuyer Assistance Grant Program:

1. HOME grant funds in the amount of \$10,000 will be reserved to the extent they are available for a HOME down payment assistance grant (forgivable loan) to subsidize the purchase of my/our home.
2. Eligible Usage of HOME down payment assistance funds is limited to downpayment and closing costs.
3. If approved, this agreement will be dated 12/04/2012. The home must be acquired within sixty (60) days of this award agreement if sweat equity or other special compliance is in process as part of the program to purchase the home.
4. The minimum period of affordability for a HOME assisted property is a restriction established by HUD based upon the total amount of HOME grant funds invested. The period of affordability for this purchase will be 5 years expiring on the anniversary of closing in 2017. This period is enforced by a Deed Restriction executed at loan closing. A Deed Restriction is a document signed at closing to assure compliance with the period of affordability.
5. The appraised value of the property is \$ (TBD prior to closing).
6. The home must be maintained as the primary residence throughout the period of affordability.
7. Resale Provision Applies: the following statements (a) and (b) apply to the resale provisions. (a) If buyer sells home, or if the home is foreclosed, then subsequent purchaser must be low-income and occupy the unit as principal residence. (b) Sale price must provide original buyer a fair return on investment and be affordable to a reasonable range of low-income buyers; the presumption of affordability approach is used.
8. Participation in this program requires the completion of Homeownership Training/Counseling. Completion is documented by a certificate of completion. The homebuyer will not be charged for this education/training.
9. HOME assisted properties are required to meet local housing codes. In the absence of local housing codes the home must meet HUD's Section 8 Housing Quality Standards (HQS). When FHA financing is involved, housing meeting HUD's Minimum Property Standards (MPS) will be acceptable.
10. HOME grant funds cannot be used to pay liens, judgments or debt collections.
11. All properties built prior to 1978 must pass a visual lead-safe inspection.
12. There cannot be any unfair advantage or undue benefit to the homebuyer or others associated with the sale/purchase of the home that would create a conflict of interest.
13. At the time a mortgage loan application is completed, a Good Faith Estimate (GFE) will be provided to the loan applicant, fully disclosing an estimated amount of fees to be charged to the homebuyer at loan closing. Examples of customary fees include, but are not limited to, realtor commission fee, appraisal fee, survey fee, flood certificate fee, termite inspection fee, loan origination fee, loan discount points, underwriting fee, document preparation fee, recording fees, courier fees, tax service fee, attorney fees, title insurance, mortgage insurance premium, and the customary prepaid items like insurance, interest, and taxes.

14. If there are fees charged at closing that are not fully disclosed on the GFE, the homebuyer has the right to question the fee and consult with the Grant Administrator, Department of Community Development.
15. Earnest money may be paid by the homebuyer at the time a sales contract is signed. At loan closing, the amount deposited as earnest money may be used to reduce the principal amount of the loan.
16. A non-refundable credit report fee will be collected from the homebuyer at the time a mortgage loan application is submitted.
17. Homebuyers have the option of selecting the house of their choice, their own realtor, and their own financing institution from the list of approved City of Hattiesburg lenders.

I/We have read and understand the contents of this agreement and agree to the terms of the award.

Homebuyer(s): _____ Date: _____
_____ Date: _____

As the Participating Lender, all items have been discussed with the above homebuyer(s) and all questions have been answered.

Participating Lender _____ Date: _____

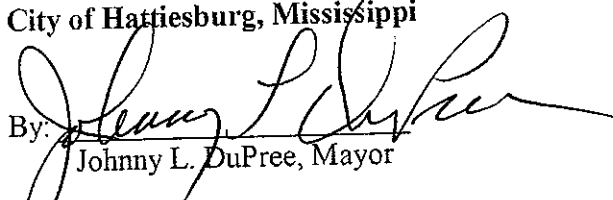
As the grant administrator, all items have been discussed with the above homebuyer(s) and all questions have been answered.

Administrator: _____ Date: _____

IN WITNESS THEREOF,

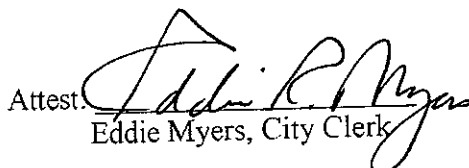
The City of Hattiesburg and the AWARDEE have caused their signatures to be hereunto affixed and duly attested:

City of Hattiesburg, Mississippi

By: 
Johnny L. DuPree, Mayor
Date: 12-4-12

Downpayment Award Recipient

By: _____
Rena-Mae Anderson
Date: _____

Attest: 
Eddie Myers, City Clerk
Date: 12-4-12

Attest: _____
Date: _____



City of Hattiesburg, MS

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

Master

File Number: 2012-1383

File ID: 2012-1383

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created:

Brief Title: Twin Forks Rising Contract, Thompson Engineering

Final Action: 12/04/2012

Minute Book Number: MB2012-1/412

Title:

Authorize Mayor to execute contract with Thompson Engineering for Professional Services for Phase 2 of the Twin Forks Rising project.

Notes:

Sponsors:

Enactment Date:

Attachments: Thompson Engineering Contract, Twin Forks Rising, Letter, Thompson Engineering, 11-20-12, Revised Contract, Thompson Engineering, 11-20-12, executed Thompson Engineering Contract, Twin Forks Rising, Executed Twin Forks

Enactment Number:

Contact:

Meeting Date: 12/04/2012

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	12/04/2012	Authorize				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council President Bradley to Authorize Mayor to execute contract with Thompson Engineering for Professional Services for Phase 2 of the Twin Forks Rising project.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 4 - Bradley, Delgado, Ware and Naylor							
Nays: 1 - Carroll							
Yea: 3 President Bradley Vice President Ware Council Member Naylor							
Nay: 1 Council Member Carroll							
TEL-No Vote: 0							

Text of Legislative File 2012-1383

Title

Authorize Mayor to execute contract with Thompson Engineering for Professional Services for Phase 2 of the Twin Forks Rising project.

Summary

Twin Forks Rising Contract, Thompson Engineering

Budget Information

\$80,000.

Budget Line Item

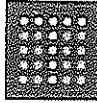
001095.6020.01

Expenditure Type

Professional Services

Purchasing Item

Publication Information



thompson
engineering

October 24, 2012

Honorable Deborah Delgado
Councilperson, City of Hattiesburg
Post Office Box 1898
Hattiesburg, Mississippi 39403-1898

RE: Twin Forks Rising Revitalization Plan

Councilperson Delgado:

Thank you for this exciting opportunity. Thompson Engineering and our partners Billes Partnership look forward to working with you and all residents of the TFR District to collaborate and generate a revitalization plan.

As you will see, the proposal is based on much community involvement and input. The plan focuses on two phases simultaneously: Phase 1 – Future land use plan and projects, and; Phase 2 – Infrastructure assessment and prioritization. It is the consultant teams desire to deliver a project rooted in community support, is viable, is actionable and leads to positive results.

Attached are two copies of the contract. Please review and if you have any questions, please contact me. Please execute both copies and return them to my attention. We will then execute them both and return an original to you for your files.

Thank you again for the opportunity. We are looking forward to this exciting project.

Respectfully,

Christopher D. Baker, AICP, MBA
Director of Planning

/deg

Attachments

cc: Mr. Calvin Russell
Mr. Tim Bryan, P.E.
Mr. Jake Gibbs, P.E.

31 Batson Street
Hattiesburg, Mississippi 39401
601.544.7866 ph / 601.544.7866 fax
www.thompsonengineering.com

A THOMPSON HOLDINGS INC. COMPANY



Single Project Agreement General Terms and Conditions

This Agreement is made by and between Thompson Engineering, Inc. (hereinafter **Thompson Engineering**) and the undersigned Client ("referred to herein as the "Client"). In consideration of the mutual covenants to be performed by the parties pursuant to this Agreement, each party hereby represents, warrants and agrees as follows:

1. SCOPE OF WORK

Thompson Engineering shall perform such services as are described in this contract and as described in Exhibit A (the "Work").

2. INVOICES

The Client shall pay Thompson Engineering for the Work performed under this Agreement a sum to be calculated as described on Exhibit A or, if no such description is provided or any portion of the Work is not specifically provided for in said description, at the rates shown on Thompson Engineering's standard fee schedules which are in effect as of the time of execution hereof, or as may be otherwise specifically described herein. Thompson Engineering will submit invoices to Client no more than monthly and a final bill upon completion of the Work. Invoice will show charges for different personnel and expense classifications. A more detailed separation of charges and back-up data will be provided at Client's request. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. Client shall pay a finance charge of one and one-half percent (1 ½ %) per month, or the maximum rate allowed by law, on past due accounts.

If Thompson Engineering personnel are called or subpoenaed for depositions, examinations, or court appearances in any dispute arising out of any project on which Work was performed, Thompson Engineering shall be reimbursed on a time and material basis in accordance with Thompson Engineering's then current, standard billing rates for such matters, including all out-of-pocket costs incurred in connection with such matters.

3. RIGHT OF ENTRY

The Client will provide for right of entry of Thompson Engineering personnel and all necessary equipment, in order to complete the Work.

While Thompson Engineering will take all reasonable precautions to minimize any damage to Client's property, it is understood by the Client that in the normal course of Work some damage may occur, the correction of which shall not be Thompson Engineering's responsibility.

4. UTILITIES

In the execution of its Work, Thompson Engineering will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. The Client agrees to hold Thompson Engineering harmless for any damages to subterranean structures or utilities which are not called to Thompson Engineering's attention and correctly shown on the plans furnished by the Client.

5. SAMPLES

Thompson Engineering will retain all samples for thirty (30) days. Further storage or transfer of samples can be made at Client's expense upon written request.

6. OWNERSHIP OF DOCUMENTS

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by Thompson Engineering, as instruments of service, shall remain the property of Thompson Engineering. Client agrees that all reports and other work furnished to the Client or his

agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose whatsoever.

Thompson Engineering will retain all pertinent records relating to the services performed for a period of five (5) years following submission of the report, during which period the records will be made available to the Client at all reasonable times.

All documents are for the exclusive use and benefit of the Client only. Others who use the documents do so at their own peril. Thompson Engineering consents that its information and reports may be furnished to and used by others participating in the financing and/or development of the project (and for reports involving real property transactions, other parties of the transaction), but only in the same manner and extent as if such others were the addressee and the Client. The terms, conditions, and limitations of liability contained in the Agreement shall apply to others to whom Client furnishes such information and reports. No one other than the Client is authorized to rely, in any way, on any information or reports issued pursuant to this Agreement.

7. DISPUTES

In the event that a dispute should arise relating to the obligations of the parties under this Agreement, the prevailing party shall be entitled to recover all reasonable costs incurred in connection with such dispute, including staff time, court costs, attorney's fees and other related expenses.

8. PROFESSIONAL RESPONSIBILITY

Thompson Engineering represents that the Work shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other professionals under similar circumstances at the time services are performed. No other representation to the Client, expressed or implied, and no warranty or guarantee is included or intended hereunder, or in any work performed under this Agreement.

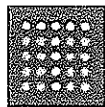
Client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, or explorations are made by Thompson Engineering and that the data interpretations and recommendations of Thompson Engineering's personnel are based solely on the information available to them. Thompson Engineering will be responsible for those data interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed.

9. LIMITATION OF LIABILITY

A. This Agreement shall exclude all losses of all types including but not limited to property damage, bodily injury, third party liability or any other claim, cost or expense directly or indirectly arising out of, resulting from, or relating to mold, mildew, fungus, spores or other microorganisms of any type, nature, or description or any by-product thereof including but not limited to any substance whose presence poses an actual or potential threat to human health.

B. For claims not excluded by Paragraph A, the Client agrees to limit Thompson Engineering's liability to the Client for any and all claims, losses, costs, or damages whatsoever on any project arising from this Agreement and/or performance of the work by Thompson Engineering, such that the total aggregate liability of Thompson Engineering to the Client shall not exceed \$50,000 or Thompson Engineering's total fee for the services rendered on the project, whichever is less. The Client further agrees to require of any contractor and subcontractors an identical limitation of liability to Thompson Engineering, which liability may arise on account of Thompson Engineering's performance of services or its acts, errors and omissions.

As used in this article 9, the term Thompson Engineering shall mean to include any parent, subsidiary or affiliated companies of Thompson Engineering and any directors, officers and employees of any of the same.



thompson ENGINEERING

Single Project Agreement General Terms and Conditions

10. INSURANCE

Thompson Engineering represents and warrants that it and its agents, staff and consultants employed by it is and are protected by worker's compensation insurance and that it has such coverage under public liability and property damage insurance policies which Thompson Engineering deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Thompson Engineering shall not be responsible for any loss, damage or liability arising from any acts by Client, its agents, staff or other consultants employed by Client.

11. INDEMNIFICATION

The Client shall indemnify and hold Thompson Engineering harmless from and against any and all losses, claims (including third party claims), damages, judgments, fees, fines, penalties and other amounts (including, without limitation, any with respect to sickness, bodily injury, wrongful death and property damage), including attorneys fees and court costs, arising directly or indirectly out of or alleged to have arisen out of the performance of Work under this Agreement or any breach by Client of its obligations hereunder, which indemnity shall not be limited by reason of the existence or nonexistence of any insurance.

As used in this paragraph, the term Thompson Engineering shall mean to include any parent, subsidiary or affiliated companies of Thompson Engineering and any directors, officers and employees of any of the same.

12. ASSIGNS

Neither the Client nor Thompson Engineering may delegate, assign sublet or transfer his duties or interest in this Agreement without the written consent of the other party.

13. SAMPLING OR TEST LOCATION

Client may be charged additional fees for costs associated with surveying of the site for the accurate horizontal and vertical locations of any tests. Field tests or boring locations described in Thompson Engineering's report or shown on sketches will be based upon information furnished by others or estimates made in the field by Thompson Engineering's representatives. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated. If the Client specifies a test or boring location, Thompson Engineering reserves the right to deviate a reasonable distance from the location specified. Thompson Engineering reserves the right to terminate its obligation to perform any Work if site conditions prevent drilling at or near the designated boring locations and these conditions were not revealed to Thompson Engineering prior to agreeing to perform the Work. If, in order to complete the borings to their designated depths, a re-drilling is necessitated by encountering impenetrable subsurface objects, this will be charged to Client at the appropriate rates contained in Thompson Engineering's standard fee schedule.

14. RIGHT TO STOP WORK

Stopping the construction work is an extreme action which should be taken only by the Client after giving serious consideration to the effects of such an order. Under no circumstances will Thompson Engineering take the initiative in issuing this order. Thompson Engineering will only provide data and recommendations.

15. ROOF CUTS

To obtain accurate information in a roof investigation, roof cuts may be necessary. It is the responsibility of our Client to make the appropriate repairs to these roof cuts using materials consistent with the roofing system and in accordance with any existing material manufacturer's warranties. A roofing contractor or maintenance personnel selected by Client should be on the roof to make repairs at the time the samples are obtained. Thompson Engineering can make temporary repairs at the time of Thompson Engineering's

inspections, but additional charges may be incurred. Although every attempt will be made to make these repaired areas water tight, Thompson Engineering will in no way be responsible for any water damage to the roofing system, building, or its contents resulting from Thompson Engineering's temporary repairs.

16. FIELD MONITORING AND TESTING

If the Scope of Work in Exhibit A includes construction field monitoring and/or testing, Thompson Engineering shall visit the project site at intervals appropriate to the stage of construction or as agreed to in writing by the Client and Thompson Engineering, in order to observe the progress and quality of the work completed by the contractor. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of the contractor's work but rather are to allow Thompson Engineering to become generally familiar with the work in progress and to determine in general if the work is proceeding in accordance with the contract documents.

Thompson Engineering shall not supervise, direct or have control over the Client's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the contractor nor for the contractor's safety precautions or programs in connection with the work. These rights and responsibilities are solely those of the contractor in accordance with the contract documents. Thompson Engineering shall not be responsible for any acts or omissions of the contractor, subcontractor, any entity performing any portion of the work, or any agents or employees of any of them. Thompson Engineering does not guarantee the performance of the contractor and shall not be responsible for the contractor's failure to perform its work in accordance with the contract documents or any applicable laws, codes, rules or regulations.

17. SAFETY

Should Thompson Engineering provide observations or monitoring services at the job site during construction, Client agrees that, in accordance with the generally accepted construction practice, the contractor will be solely and completely responsible for working conditions on the job site, including the safety of all persons and property during the performance of the work, and for compliance with OSHA regulations. These requirements will apply continuously and will not be limited to normal working hours. Any monitoring of the contractor's procedures conducted by Thompson Engineering does not include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the construction site.

18. HAZARDOUS SUBSTANCES

Client agrees to advise Thompson Engineering, prior to beginning work, of any hazardous substance on or near the site. In the event that test samples obtained during our work contain substances hazardous to health, safety or the environment, these samples remain the property of the Client. Likewise, any equipment contaminated as a result of the Work which cannot be reasonably decontaminated shall become the property and responsibility of the Client. Client agrees to pay transportation costs for samples and equipment and the fair market value of contaminated equipment.

19. REUSE OF DOCUMENTS AND ELECTRONIC MEDIA

Any and all documents and electronic media including Drawings, CADD files and Specifications prepared or furnished by Thompson Engineering (and Thompson Engineering's independent professional associates and consultants) pursuant to this Agreement are instruments of service of the Project and Thompson Engineering shall retain an ownership and property interest therein whether or not the Project is completed. Information contained in signed or sealed drawings should be deemed to be correct and superior to electronic information. Client may make and retain copies for information and reference in connection with use and occupancy of the Project by Client and others; however, such documents are not intended or represented to be suitable for



**Single Project Agreement
General Terms and Conditions**

reuse by Client or others on extensions of the Project or on any other project. Any reuse without written authorization or adaptation by Thompson Engineering for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Thompson Engineering, or to Thompson Engineering's subsidiaries, holding company, independent professional associates or consultants, and Client shall indemnify and hold harmless Thompson Engineering and Thompson Engineering's subsidiaries, holding company, independent professional associates and consultants from any and all claims (third party or otherwise), damages, losses and expenses, including attorney's fees, arising out of or resulting therefrom.

20. GOVERNING LAW

This agreement shall be governed by the laws of the State of Alabama and the United States.

21. ENTIRE AGREEMENT

This Agreement represents the entire agreement between Client and Thompson Engineering and supersedes all prior negotiations, representations

and agreements, either oral or written. No modification to the terms hereof shall be made unless agreed to in writing by both parties.

22. SEVERABILITY

In the event any provision, or any portion of any provisions of this Agreement is held invalid, the other provisions of this Agreement and the remaining portion of said provision, shall not be affected thereby and shall continue in full force and effect.

Approved and Authorized by:

City of Hattiesburg, Mississippi
(Client)

By: _____
As its: _____
Date: _____

Address: Post Office Box 1898
Hattiesburg, MS 39403

Thompson Engineering, Inc.

By: _____
As its: _____
Date: _____

Address: 2970 Cottage Hill Rd, Suite 190
Mobile, AL 36606

Individual with authority and the company responsible for payment of Thompson Engineering's services.

Please return executed copy of these terms and conditions to the attention of:
Christopher Baker
(251) 666-2443
(251) 666-6422

TFR Master Revitalization Plan Services

Thompson Engineering and its partners will develop a community based Master Revitalization Plan for the Twin Forks Rising District in Hattiesburg, Mississippi. The services required for this project can be described as professional planning, architecture, and engineering services in general.

Thompson Engineering and its partners specifically propose the following detailed scope of work. There are two (2) phases of work that will take place simultaneously: Phase 1 - Future Land Use Plan, and; Phase 2 - Infrastructure Assessment and Prioritization.

PHASE 1 - FUTURE LAND USE PLAN

Task 1 – Working Group: The City of Hattiesburg, or its representative, shall make appointments to a working group. The working group shall be between 10 (ten) and 20 (twenty) people who live in the TFR District. Group members shall come from different geographies within the district, different ages, different professions, and differing socio-economic status.

Task 2 – Working Group/Project Kickoff: The consultant team shall coordinate an initial introductory meeting with the appointed working group. The City, or its representative, shall provide for logistical support and make arrangements for all the meetings in a suitable location in the TFR District. This meeting will not only introduce the team but begin the dialogue on plan goals and objectives, process, set meeting times and locations, and establish convenient communication tools. Additionally, it is anticipated there will be 2 (two) “homework” assignments as a result of this meeting: 1) Assist in “footwork” to create the existing land use map and, 2) Use disposable cameras provided to picture what members like and dislike about the TFR District.

Task 3 – Existing Conditions: The consultant team will assemble only the necessary data required as a basis for the plan. Existing condition data from Phase 1 will be utilized but it is anticipated that other information such as GIS Maps, FIRM Maps and an Existing Land Use Map will be required and created.

Task 4 – Introductory Town Hall Meeting: The consultant team will conduct an Introductory Town Hall Meeting. This effort is to introduce the project to the residents of the TFR district, introduce them to the project team, and establish communication. The working group will be required to attend this meeting. The meeting will review the completed inventory and present the Existing Land Use Map. The meeting will more importantly ask the community to set goals for the District. Goals are the building blocks of the vision- goals must and shall come from the residents of the District.

Task 5 – Work Product Report: The consultant team will produce the first chapters of the Plan. The chapters will include the necessary background and history chapters, a discussion on existing conditions, and the results of the Introductory Town Hall Meeting.

Task 6 – Working Group Meeting: The working group will meet in person to review input from the Introductory Town Hall Meeting and to review the consultant teams work product to date. This meeting will prioritize the goals from the Town Hall Meeting, create objectives or steps needed to make goals a reality and also create the overall vision for the District.

Task 7 – Analysis of Barriers to Investment: The consultant team will consult with local financial sector leaders, as designated by the City or its representative, to understand a local perspective on Barriers to Investment in the TFR District. An analysis of flood regulations, permitting processes, and marketing of the District will take place. This work product will specifically identify Barriers to Investment and make recommendations on local regulatory changes, building partnerships in the financial sector, and highlight accomplishments of other revitalization efforts from around the country.

Task 8 – Development of Future Land Use Plan Alternatives and Projects: Based on all input, vision, and goals the consultant team will develop 3 (three) different Future Land Use Plan Alternative and Projects scenarios. Each alternative will be substantially different. A brief analysis of the pros and cons of each scenario will be developed. Anticipated topics to be included are: flooding, land use, economic vitality, investment, infrastructure, housing, community services, historic preservation, recreation, and public safety.

Task 9 – Working Group Meeting to Present Alternatives: The consultant team will present to the working group all 3 (three) Alternative Future Land Use Plans and Projects. The working group will debate the alternatives and select a preferred alternative with or without revisions.

Task 10 – Town Hall Meeting to Unveil Working Groups Future Land Use Plan and Projects: The consultant team will conduct a Town Hall Meeting in the District to Unveil the Preferred Future Land Use Plan and Projects. The working group will be required to attend this meeting. It is anticipated that the public will have a prescribed public comment period to review the plan and projects.

Task 11 – Working Group Meeting: After public comment is closed the consultant team will consolidate and group all input received. The input will be presented to the working group. The working group may suggest revisions to the preferred alternative plan and projects.

Task 12 – Work Product Creation: The consultant team will update the preferred plan and projects and create all additional chapters of the plan to include all work.

Task 13 – Final Working Group Meeting: The consultant team will present the complete plan document and projects with an implementation/responsibility matrix. The working group will be expected to vote and endorse the Final Plan document at this point.

Task 14 – Final Adoption:

Option A – Final Adoption: The consultant team will prepare the final plan document for adoption through the City. The consultant team responsibility will end at handing the final document to the City.

Option B – Final Adoption: The consultant team will prepare the final plan document for adoption through the City. The consultant team will attend all needed meetings of staff, the planning commission and the City Council. The team will shepherd the document through the legal adoption process. ***Note that Option B has special compensation terms in the proposed fee section***

PHASE 2 - INFRASTRUCTURE ASSESSMENT AND PRIORITIZATION

Task 1: Identify any reoccurring issues or repairs in the TFR District that may be indicators of systemic system failures. Coordinate with the City and on historical issues, future needs, and any improvements planned.

Task 2: Create a map and photo-document improvements needed within the TFR District for water/sewer; streets; and enhancement projects.

Task 3: Present the findings to the working group for feedback, verification, and input. The general prioritization of projects will come from the working group.

Task 4: Create fly sheets for each project. The fly sheets will be a one (1) page synopsis of the project, a map of its location and extent, general photo documentation, and an estimated total construction cost.

Task 5: A cost/benefit analysis will be performed on each identified project. This is an analytical approach to prioritizing the projects.

Task 6: The prioritized projects, fly sheets, and cost benefit analysis will be presented to the working group. The working group will be asked to vote and make a recommendation to the City on the prioritized projects.

Task 7: The final results of the working group vote, prioritization, and fly sheets will be produced and included as part of the Master Revitalization Plan.

Task 8: Recommendations on potential funding sources for projects will be made and included in the Implementation section of the Master Revitalization Plan.

FEE:

Option A: Lump Sum \$80,000 for the TFR District Revitalization Master Plan including Phase 1 - Future Land Use Plan and Phase 2 - Infrastructure Assessment and Prioritization. This option results in the consultant teams responsibility concluding with the final delivery of the document and the City taking the document through the legal adoption process.

Option B: Lump Sum \$80,000 plus Hourly Rate authorization for the TFR District Revitalization Master Plan including Phase 1 - Future Land Use Plan and Phase 2 - Infrastructure Assessment and Prioritization. This option results in the consultant team being authorized to shepard the final document through the legal adoption process and bill hourly in accordance with the attached hourly rates.

SCHEDULE:

Please see Appendix A and B

FINAL DOCUMENT DELIVERY:

The consultant team will provide to the City 4 (four) bound originals, 1 (one) unbound original and final document in pdf on a CD.

Thompson Engineering
Schedule of Fees

The attached document is **CONFIDENTIAL**.
It is not to be reproduced or distributed without prior approval.

The following document is confidential and NOT to be distributed without prior written permission.

The rates proposed are effective immediately and are good through December 31, 2012.

General Information

All services are performed in accordance with our General Terms and Conditions, unless otherwise agreed in writing. Quotations for specific projects and defined scopes of work will be provided upon request.

The following schedule of hourly fees are applicable for all time expended on a project including: preparation, site visits, portal-to-portal travel, on-site observations, consultation, research, engineering computations, preparation of drawings/specifications, and report production. The following schedule of unit fees will apply to all tests and other specific items as indicated. Consumable materials and specialized test fixtures/devices will be invoiced on a cost plus basis.

Overtime charges at one point five (1.5) times the established rate will be applicable for services rendered between 12:00 AM Saturday and 11:59 PM Sunday and on established Company holidays. Emergency call-out (less than twenty-four hour notice) will be subject to this same rate.

Standard fees allow for reproduction and mailing of a total of two copies of applicable project report. Additional copies will be charged at \$0.50 per page, plus photographic reproduction, where applicable.

Professional services rendered related to expert witness testimony (preparation, deposition and/or courtroom) concerning litigations shall be invoiced at two point zero (2.0) times the listed hourly fees and may require a retainer. Expert witness services will require a retainer. Travel expenses and accommodations will be charged on a cost-plus basis.

Corporate Office:
2970 Cottage Hill Road, Suite 190
Mobile, Alabama 36606
Phone 251.666.2443
Fax 251.666.6422

1.0 Professional Fees

1.1 Personnel

Engineer

Senior Principal Engineer (code 003)	\$410.00/hr.
Principal Engineer II (code 008)	\$280.00/hr.
Principal Engineer (code 005)	\$235.00/hr.
Senior Engineer (code 050)	\$150.00/hr.
Project Engineer (code 150, 153, 350, 740)	\$120.00/hr.
Senior Engineering Associate (code 201)	\$120.00/hr.
Engineering Associate II (code 200)	\$100.00/hr.
Engineering Associate I (code 260)	\$90.00/hr.

Scientist / Geologist

Senior Consultant (code 311)	\$135.00/hr.
Senior Scientist (code 115)	\$120.00/hr.
Project Scientist (code 165)	\$105.00/hr.
Staff Scientist II (code 215)	\$95.00/hr.
Staff Scientist I (code 270)	\$80.00/hr.

Designer / Drafter

Senior Designer Level II (code 657)	\$110.00/hr.
Senior Designer Level I (code 656)	\$90.00/hr.
Designer Level IV (code 655)	\$85.00/hr.
Designer Level III (code 654)	\$80.00/hr.
Designer Level II (code 652)	\$75.00/hr.
CADD Technician (code 646)	\$75.00/hr.
Designer Level I (code 651)	\$65.00/hr.

Technician

Senior Materials Specialist (code 515)	\$115.00/hr.
Materials Specialist (code 514)	\$85.00/hr.
Senior Technician (code 506)	\$75.00/hr.
Level IV Technician (code 504)	\$70.00/hr.
Level III Technician (code 503)	\$60.00/hr.
Level II Technician (code 502)	\$55.00/hr.
Level I Technician (code 501)	\$50.00/hr.

Specialist

Senior Specialist (code 399)	\$115.00/hr.
Project Specialist (code 299)	\$100.00/hr.
Staff Specialist II (code 351)	\$90.00/hr.
Staff Specialist I (code 271)	\$75.00/hr.
Field Assistant (code 500)	\$50.00/hr.

Project Manager

Principal Project Manager (code 001)	\$155.00/hr.
Senior Project Manager (code 112)	\$140.00/hr.
Project Manager (code 162)	\$110.00/hr.
Project Coordinator Level II (code 250)	\$95.00/hr.
Project Coordinator Level I (code 252)	\$80.00/hr.

Consultant (Roofing, Safety, etc.)

Executive Consultant (code 004)	\$315.00/hr.
Registered Consultant (code 307)	\$150.00/hr.
Principal Consultant (code 002)	\$150.00/hr.
Senior Consultant (code 311)	\$135.00/hr.
Project Consultant (code 309)	\$110.00/hr.
Staff Consultant II (code 357)	\$100.00/hr.
Staff Consultant I (code 359)	\$85.00/hr.

Surveyor

Registered/Prof. Land Surveyor II (code 604) ...	\$130.00/hr.
Registered/Prof. Land Surveyor I (code 605)	\$110.00/hr.
Surveyor, Party Chief (code 603)	\$90.00/hr.
Surveyor, Instrument Man (code 606)	\$60.00/hr.
Surveyor, Rodman (code 607)	\$50.00/hr.

Administrative

Documentarian Level II (code 797)	\$70.00
Documentarian Level I (code 798)	\$65.00
Level II Assistant (code 799)	\$60.00
Level I Assistant (code 800)	\$55.00

1.2 Other Expenses

1. Automotive mileage \$0.67/mile
2. 4-Wheel Drive..... \$0.85/mile
Mileage charges apply only to projects more than 20 miles from office.
3. Silvership Boat (includes operator)+ \$820.00/day
4. Per Diem (Meals and Lodging)\$125.00/person/day
Per Diem charge in High-Cost-of-Living areas is based upon actual cost plus 20%.
5. Photographs (reproduced within report or at client's request)..... \$ 2.60 ea.
6. Color Photocopies \$3.15/page
7. Large Drawing Plots

Monochrome Linework on bond - \$1/Sq. Ft.

- Size D \$5.19/ea
- Size E \$10.39/ea
- Long Plot (140x32) \$31.11/ea.
- 2 pc Super Plot (140x60) \$58.33/ea.
- 11x17 Reduction \$1.30/ea
- Custom (Glossy 40x28)..... \$38.89/ea.

Color Image on plain bond - \$6/Sq. Ft.

- Size D \$31.17/ea
- Size E \$62.33/ea
- Long Plot (140x32) \$186.67/ea.
- 2 pc Super Plot (140x60) \$350.00/ea.
- 11x17 Reduction \$7.79/ea
- Custom (Glossy 106x36)..... \$185.50/ea.

8. Direct non-salary expense Cost Plus 15%

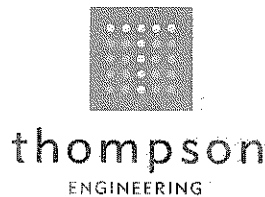
APPENDIX A



thompson
exchanges

APPENDIX B

[illegible]



October 24, 2012

Honorable Deborah Delgado
Councilperson, City of Hattiesburg
Post Office Box 1898
Hattiesburg, Mississippi 39403-1898

RE: Twin Forks Rising Revitalization Plan
Phase 2

Councilperson Delgado:

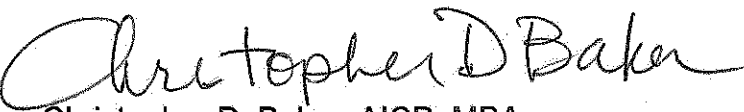
Thank you for this exciting opportunity. Thompson Engineering and our partners Billes Partnership look forward to working with you and all residents of the TFR District to collaborate and generate a revitalization plan.

As you will see, the proposal is based on much community involvement and input. The plan focuses on two tasks simultaneously: Task 1 – Future land use plan and projects, and; Task 2 – Infrastructure assessment and prioritization. It is the consultant teams desire to deliver a project rooted in community support, is viable, is actionable and leads to positive results.

Attached are two copies of the contract. Please review and if you have any questions, please contact me. Please execute both copies and return them to my attention. We will then execute them both and return an original to you for your files.

Thank you again for the opportunity. We are looking forward to this exciting project.

Respectfully,


Christopher D. Baker, AICP, MBA
Director of Planning

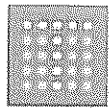
/deg

Attachments

cc: Mr. Calvin Russell
Mr. Tim Bryan, P.E.
Mr. Jake Gibbs, P.E.

2970 Cottage Hill Road, Suite 190
Mobile, AL 36606
251.666.2443 ph. / 251.666.6422 fax
www.thompsonengineering.com

A THOMPSON HOLDINGS COMPANY



thompson ENGINEERING

Single Project Agreement General Terms and Conditions

This Agreement is made by and between Thompson Engineering, Inc. (hereinafter **Thompson Engineering**) and the undersigned Client ("referred to herein as the **"Client"**"). In consideration of the mutual covenants to be performed by the parties pursuant to this Agreement, each party hereby represents, warrants and agrees as follows:

1. SCOPE OF WORK

Thompson Engineering shall perform such services as are described in this contract and as described in Exhibit A (the **"Work"**).

2. INVOICES

The Client shall pay Thompson Engineering for the Work performed under this Agreement a sum to be calculated as described on Exhibit A or, if no such description is provided or any portion of the Work is not specifically provided for in said description, at the rates shown on Thompson Engineering's standard fee schedules which are in effect as of the time of execution hereof, or as may be otherwise specifically described herein. Thompson Engineering will submit invoices to Client no more than monthly and a final bill upon completion of the Work. Invoice will show charges for different personnel and expense classifications. A more detailed separation of charges and back-up data will be provided at Client's request. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. Client shall pay a finance charge of one and one-half percent (1 ½ %) per month, or the maximum rate allowed by law, on past due accounts.

If Thompson Engineering personnel are called or subpoenaed for depositions, examinations, or court appearances in any dispute arising out of any project on which Work was performed, Thompson Engineering shall be reimbursed on a time and material basis in accordance with Thompson Engineering's then current, standard billing rates for such matters, including all out-of-pocket costs incurred in connection with such matters.

3. RIGHT OF ENTRY

The Client will provide for right of entry of Thompson Engineering personnel and all necessary equipment, in order to complete the Work.

While Thompson Engineering will take all reasonable precautions to minimize any damage to Client's property, it is understood by the Client that in the normal course of Work some damage may occur, the correction of which shall not be Thompson Engineering's responsibility.

4. UTILITIES

In the execution of its Work, Thompson Engineering will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. The Client agrees to hold Thompson Engineering harmless for any damages to subterranean structures or utilities which are not called to Thompson Engineering's attention and correctly shown on the plans furnished by the Client.

5. SAMPLES

Thompson Engineering will retain all samples for thirty (30) days. Further storage or transfer of samples can be made at Client's expense upon written request.

6. OWNERSHIP OF DOCUMENTS

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by Thompson Engineering, as instruments of service, shall remain the property of Thompson Engineering. Client agrees that all reports and other work furnished to the Client or his

agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose whatsoever.

Thompson Engineering will retain all pertinent records relating to the services performed for a period of five (5) years following submission of the report, during which period the records will be made available to the Client at all reasonable times.

All documents are for the exclusive use and benefit of the Client only. Others who use the documents do so at their own peril. Thompson Engineering consents that its information and reports may be furnished to and used by others participating in the financing and/or development of the project (and for reports involving real property transactions, other parties of the transaction), but only in the same manner and extent as if such others were the addressee and the Client. The terms, conditions, and limitations of liability contained in the Agreement shall apply to others to whom Client furnishes such information and reports. No one other than the Client is authorized to rely, in any way, on any information or reports issued pursuant to this Agreement.

7. DISPUTES

In the event that a dispute should arise relating to the obligations of the parties under this Agreement, the prevailing party shall be entitled to recover all reasonable costs incurred in connection with such dispute, including staff time, court costs, attorney's fees and other related expenses.

8. PROFESSIONAL RESPONSIBILITY

Thompson Engineering represents that the Work shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other professionals under similar circumstances at the time services are performed. No other representation to the Client, expressed or implied, and no warranty or guarantee is included or intended hereunder, or in any work performed under this Agreement.

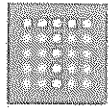
Client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, or explorations are made by Thompson Engineering and that the data interpretations and recommendations of Thompson Engineering's personnel are based solely on the information available to them. Thompson Engineering will be responsible for those data interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed.

9. LIMITATION OF LIABILITY

A. This Agreement shall exclude all losses of all types including but not limited to property damage, bodily injury, third party liability or any other claim, cost or expense directly or indirectly arising out of, resulting from, or relating to mold, mildew, fungus, spores or other microorganisms of any type, nature, or description or any by-product thereof including but not limited to any substance whose presence poses an actual or potential threat to human health.

B. For claims not excluded by Paragraph A, the Client agrees to limit Thompson Engineering's liability to the Client for any and all claims, losses, costs, or damages whatsoever on any project arising from this Agreement and/or performance of the work by Thompson Engineering, such that the total aggregate liability of Thompson Engineering to the Client shall not exceed \$50,000 or Thompson Engineering's total fee for the services rendered on the project, whichever is less. The Client further agrees to require of any contractor and subcontractors an identical limitation of liability to Thompson Engineering, which liability may arise on account of Thompson Engineering's performance of services or its acts, errors and omissions.

As used in this article 9, the term Thompson Engineering shall mean to include any parent, subsidiary or affiliated companies of Thompson Engineering and any directors, officers and employees of any of the same.



thompson ENGINEERING

Single Project Agreement General Terms and Conditions

10. INSURANCE

Thompson Engineering represents and warrants that it and its agents, staff and consultants employed by it are protected by worker's compensation insurance and that it has such coverage under public liability and property damage insurance policies which Thompson Engineering deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Thompson Engineering shall not be responsible for any loss, damage or liability arising from any acts by Client, its agents, staff or other consultants employed by Client.

11. INDEMNIFICATION

The Client shall indemnify and hold Thompson Engineering harmless from and against any and all losses, claims (including third party claims), damages, judgments, fees, fines, penalties and other amounts (including, without limitation, any with respect to sickness, bodily injury, wrongful death and property damage), including attorneys fees and court costs, arising directly or indirectly out of or alleged to have arisen out of the performance of Work under this Agreement or any breach by Client of its obligations hereunder, which indemnity shall not be limited by reason of the existence or nonexistence of any insurance.

As used in this paragraph, the term Thompson Engineering shall mean to include any parent, subsidiary or affiliated companies of Thompson Engineering and any directors, officers and employees of any of the same.

12. ASSIGNS

Neither the Client nor Thompson Engineering may delegate, assign sublet or transfer his duties or interest in this Agreement without the written consent of the other party.

13. SAMPLING OR TEST LOCATION

Client may be charged additional fees for costs associated with surveying of the site for the accurate horizontal and vertical locations of any tests. Field tests or boring locations described in Thompson Engineering's report or shown on sketches will be based upon information furnished by others or estimates made in the field by Thompson Engineering's representatives. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated. If the Client specifies a test or boring location, Thompson Engineering reserves the right to deviate a reasonable distance from the location specified. Thompson Engineering reserves the right to terminate its obligation to perform any Work if site conditions prevent drilling at or near the designated boring locations and these conditions were not revealed to Thompson Engineering prior to agreeing to perform the Work. If, in order to complete the borings to their designated depths, a re-drilling is necessitated by encountering impenetrable subsurface objects, this will be charged to Client at the appropriate rates contained in Thompson Engineering's standard fee schedule.

14. RIGHT TO STOP WORK

Stopping the construction work is an extreme action which should be taken only by the Client after giving serious consideration to the effects of such an order. Under no circumstances will Thompson Engineering take the initiative in issuing this order. Thompson Engineering will only provide data and recommendations.

15. ROOF CUTS

To obtain accurate information in a roof investigation, roof cuts may be necessary. It is the responsibility of our Client to make the appropriate repairs to these roof cuts using materials consistent with the roofing system and in accordance with any existing material manufacturer's warranties. A roofing contractor or maintenance personnel selected by Client should be on the roof to make repairs at the time the samples are obtained. Thompson Engineering can make temporary repairs at the time of Thompson Engineering's

inspections, but additional charges may be incurred. Although every attempt will be made to make these repaired areas water tight, Thompson Engineering will in no way be responsible for any water damage to the roofing system, building, or its contents resulting from Thompson Engineering's temporary repairs.

16. FIELD MONITORING AND TESTING

If the Scope of Work in Exhibit A includes construction field monitoring and/or testing, Thompson Engineering shall visit the project site at intervals appropriate to the stage of construction or as agreed to in writing by the Client and Thompson Engineering, in order to observe the progress and quality of the work completed by the contractor. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of the contractor's work but rather are to allow Thompson Engineering to become generally familiar with the work in progress and to determine in general if the work is proceeding in accordance with the contract documents.

Thompson Engineering shall not supervise, direct or have control over the Client's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the contractor nor for the contractor's safety precautions or programs in connection with the work. These rights and responsibilities are solely those of the contractor in accordance with the contract documents. Thompson Engineering shall not be responsible for any acts or omissions of the contractor, subcontractor, any entity performing any portion of the work, or any agents or employees of any of them. Thompson Engineering does not guarantee the performance of the contractor and shall not be responsible for the contractor's failure to perform its work in accordance with the contract documents or any applicable laws, codes, rules or regulations.

17. SAFETY

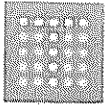
Should Thompson Engineering provide observations or monitoring services at the job site during construction, Client agrees that, in accordance with the generally accepted construction practice, the contractor will be solely and completely responsible for working conditions on the job site, including the safety of all persons and property during the performance of the work, and for compliance with OSHA regulations. These requirements will apply continuously and will not be limited to normal working hours. Any monitoring of the contractor's procedures conducted by Thompson Engineering does not include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the construction site.

18. HAZARDOUS SUBSTANCES

Client agrees to advise Thompson Engineering, prior to beginning work, of any hazardous substance on or near the site. In the event that test samples obtained during our work contain substances hazardous to health, safety or the environment, these samples remain the property of the Client. Likewise, any equipment contaminated as a result of the Work which cannot be reasonably decontaminated shall become the property and responsibility of the Client. Client agrees to pay transportation costs for samples and equipment and the fair market value of contaminated equipment.

19. REUSE OF DOCUMENTS AND ELECTRONIC MEDIA

Any and all documents and electronic media including Drawings, CADD files and Specifications prepared or furnished by Thompson Engineering (and Thompson Engineering's independent professional associates and consultants) pursuant to this Agreement are instruments of service of the Project and Thompson Engineering shall retain an ownership and property interest therein whether or not the Project is completed. Information contained in signed or sealed drawings should be deemed to be correct and superior to electronic information. Client may make and retain copies for information and reference in connection with use and occupancy of the Project by Client and others; however, such documents are not intended or represented to be suitable for



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Single Project Agreement General Terms and Conditions

reuse by Client or others on extensions of the Project or on any other project. Any reuse without written authorization or adaptation by Thompson Engineering for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Thompson Engineering, or to Thompson Engineering's subsidiaries, holding company, independent professional associates or consultants, and Client shall indemnify and hold harmless Thompson Engineering and Thompson Engineering's subsidiaries, holding company, independent professional associates and consultants from any and all claims (third party or otherwise), damages, losses and expenses, including attorney's fees, arising out of or resulting therefrom.

20. GOVERNING LAW

This agreement shall be governed by the laws of the State of Alabama and the United States.

21. ENTIRE AGREEMENT

This Agreement represents the entire agreement between Client and Thompson Engineering and supersedes all prior negotiations, representations

and agreements, either oral or written. No modification to the terms hereof shall be made unless agreed to in writing by both parties.

22. SEVERABILITY

In the event any provision, or any portion of any provisions of this Agreement is held invalid, the other provisions of this Agreement and the remaining portion of said provision, shall not be affected thereby and shall continue in full force and effect.

Approved and Authorized by:

City of Hattiesburg, Mississippi
(Client)

By: _____
As its: _____
Date: _____

Address: Post Office Box 1898
Hattiesburg, MS 39403

Thompson Engineering, Inc.

By: _____
As its: _____
Date: _____

Address: 2970 Cottage Hill Rd. Suite 190
Mobile, AL 36606

Individual with authority and the company responsible for payment of Thompson Engineering's services.

Please return executed copy of these terms and conditions to the attention of:
Christopher Baker
(251) 666-2443
(251) 666-6422

TFR Master Revitalization Plan Services

PHASE 2

Thompson Engineering and its partners will develop a community based Master Revitalization Plan for the Twin Forks Rising District in Hattiesburg, Mississippi. The services required for this project can be described as professional planning, architecture, and engineering services in general.

Thompson Engineering and its partners specifically propose the following detailed scope of work. There are two (2) tasks of Phase 2 that will take place simultaneously: Task 1 - Future Land Use Plan, and; Task 2 - Infrastructure Assessment and Prioritization.

TASK 1 - FUTURE LAND USE PLAN

Step 1 – Working Group: The City of Hattiesburg, or its representative, shall make appointments to a working group. The working group shall be between 10 (ten) and 20 (twenty) people who live in the TFR District. Group members shall come from different geographies within the district, different ages, different professions, and differing socio-economic status.

Step 2 – Working Group/Project Kickoff: The consultant team shall coordinate an initial introductory meeting with the appointed working group. The City, or its representative, shall provide for logistical support and make arrangements for all the meetings in a suitable location in the TFR District. This meeting will not only introduce the team but begin the dialogue on plan goals and objectives, process, set meeting times and locations, and establish convenient communication tools. Additionally, it is anticipated there will be 2 (two) “homework” assignments as a result of this meeting: 1) Assist in “footwork” to create the existing land use map and, 2) Use disposable cameras provided to picture what members like and dislike about the TFR District.

Step 3 – Existing Conditions: The consultant team will assemble only the necessary data required as a basis for the plan. Existing condition data from previous Phase 1 will be utilized but it is anticipated that other information such as GIS Maps, FIRM Maps and an Existing Land Use Map will be required and created.

Step 4 – Introductory Town Hall Meeting: The consultant team will conduct an Introductory Town Hall Meeting. This effort is to introduce the project to the residents of the TFR district, introduce them to the project team, and establish communication. The working group will be required to attend this meeting. The meeting will review the completed inventory and present the Existing Land Use Map. The meeting will more importantly ask the community to set goals for the District. Goals are the building blocks of the vision- goals must and shall come from the residents of the District.

Step 5 – Work Product Report: The consultant team will produce the first chapters of the Plan. The chapters will include the necessary background and history chapters, a discussion on existing conditions, and the results of the Introductory Town Hall Meeting.

Step 6 – Working Group Meeting: The working group will meet in person to review input from the Introductory Town Hall Meeting and to review the consultant teams work product to date. This meeting will prioritize the goals from the Town Hall Meeting, create objectives or steps needed to make goals a reality and also create the overall vision for the District.

Step 7 – Analysis of Barriers to Investment: The consultant team will consult with local financial sector leaders, as designated by the City or its representative, to understand a local perspective on Barriers to Investment in the TFR District. An analysis of flood regulations, permitting processes, and marketing of the District will take place. This work product will specifically identify Barriers to Investment and make recommendations on local regulatory changes, building partnerships in the financial sector, and highlight accomplishments of other revitalization efforts from around the country.

Step 8 – Development of Future Land Use Plan Alternatives and Projects: Based on all input, vision, and goals the consultant team will develop 3 (three) different Future Land Use Plan Alternative and Projects scenarios. Each alternative will be substantially different. A brief analysis of the pros and cons of each scenario will be developed. Anticipated topics to be included are: flooding, land use, economic vitality, investment, infrastructure, housing, community services, historic preservation, recreation, and public safety.

Step 9 – Working Group Meeting to Present Alternatives: The consultant team will present to the working group all 3 (three) Alternative Future Land Use Plans and Projects. The working group will debate the alternatives and select a preferred alternative with or without revisions.

Step 10 – Town Hall Meeting to Unveil Working Groups Future Land Use Plan and Projects: The consultant team will conduct a Town Hall Meeting in the District to Unveil the Preferred Future Land Use Plan and Projects. The working group will be required to attend this meeting. It is anticipated that the public will have a prescribed public comment period to review the plan and projects.

Step 11 – Working Group Meeting: After public comment is closed the consultant team will consolidate and group all input received. The input will be presented to the working group. The working group may suggest revisions to the preferred alternative plan and projects.

Step 12 – Work Product Creation: The consultant team will update the preferred plan and projects and create all additional chapters of the plan to include all work.

Step 13 – Final Working Group Meeting: The consultant team will present the complete plan document and projects with an implementation/responsibility matrix. The working group will be expected to vote and endorse the Final Plan document at this point.

Step 14 – Final Adoption:

Option A – Final Adoption: The consultant team will prepare the final plan document for adoption through the City. The consultant team responsibility will end at handing the final document to the City.

Option B – Final Adoption: The consultant team will prepare the final plan document for adoption through the City. The consultant team will attend all needed meetings of staff, the planning commission and the City Council. The team will shepherd the document through the legal adoption process. ***Note that Option B has special compensation terms in the proposed fee section***

TASK 2 - INFRASTRUCTURE ASSESSMENT AND PRIORITIZATION

Step 1: Identify any reoccurring issues or repairs in the TFR District that may be indicators of systemic system failures. Coordinate with the City and on historical issues, future needs, and any improvements planned.

Step 2: Create a map and photo-document improvements needed within the TFR District for water/sewer; streets; and enhancement projects.

Step 3: Present the findings to the working group for feedback, verification, and input. The general prioritization of projects will come from the working group.

Step 4: Create fly sheets for each project. The fly sheets will be a one (1) page synopsis of the project, a map of its location and extent, general photo documentation, and an estimated total construction cost.

Step 5: A cost/benefit analysis will be performed on each identified project. This is an analytical approach to prioritizing the projects.

Step 6: The prioritized projects, fly sheets, and cost benefit analysis will be presented to the working group. The working group will be asked to vote and make a recommendation to the City on the prioritized projects.

Step 7: The final results of the working group vote, prioritization, and fly sheets will be produced and included as part of the Master Revitalization Plan.

Step 8: Recommendations on potential funding sources for projects will be made and included in the Implementation section of the Master Revitalization Plan.

FEE:

Option A: Lump Sum \$80,000 for the TFR District Revitalization Master Plan Phase 2 including Task 1 - Future Land Use Plan and Task 2 - Infrastructure Assessment and Prioritization. This option results in the consultant teams responsibility concluding with the final delivery of the document and the City taking the document through the legal adoption process.

Option B: Lump Sum \$80,000 plus Hourly Rate authorization for the TFR District Revitalization Master Plan Phase 2 including Task 1 - Future Land Use Plan and Task 2 - Infrastructure Assessment and Prioritization. This option results in the consultant team being authorized to shepard the final document through the legal adoption process and bill hourly in accordance with the attached hourly rates.

SCHEDULE:

Please see Appendix A and B

FINAL DOCUMENT DELIVERY:

The consultant team will provide to the City 4 (four) bound originals, 1 (one) unbound original and final document in pdf on a CD.

Thompson Engineering
Schedule of Fees

The attached document is **CONFIDENTIAL**.
It is not to be reproduced or distributed without prior approval.

The following document is confidential and NOT to be distributed without prior written permission.

The rates proposed are effective immediately and are good through December 31, 2012.

General Information

All services are performed in accordance with our General Terms and Conditions, unless otherwise agreed in writing. Quotations for specific projects and defined scopes of work will be provided upon request.

The following schedule of hourly fees are applicable for all time expended on a project including: preparation, site visits, portal-to-portal travel, on-site observations, consultation, research, engineering computations, preparation of drawings/specifications, and report production. The following schedule of unit fees will apply to all tests and other specific items as indicated. Consumable materials and specialized test fixtures/devices will be invoiced on a cost plus basis.

Overtime charges at one point five (1.5) times the established rate will be applicable for services rendered between 12:00 AM Saturday and 11:59 PM Sunday and on established Company holidays. Emergency call-out (less than twenty-four hour notice) will be subject to this same rate.

Standard fees allow for reproduction and mailing of a total of two copies of applicable project report. Additional copies will be charged at \$0.50 per page, plus photographic reproduction, where applicable.

Professional services rendered related to expert witness testimony (preparation, deposition and/or courtroom) concerning litigations shall be invoiced at two point zero (2.0) times the listed hourly fees and may require a retainer. Expert witness services will require a retainer. Travel expenses and accommodations will be charged on a cost-plus basis.

Corporate Office:
2970 Cottage Hill Road, Suite 190
Mobile, Alabama 36606
Phone 251.666.2443
Fax 251.666.6422

1.0 Professional Fees

1.1 Personnel

Engineer

Senior Principal Engineer (code 003)	\$410.00/hr.
Principal Engineer II (code 008)	\$280.00/hr.
Principal Engineer (code 005)	\$235.00/hr.
Senior Engineer (code 050)	\$150.00/hr.
Project Engineer (code 150, 153, 350, 740)	\$120.00/hr.
Senior Engineering Associate (code 201)	\$120.00/hr.
Engineering Associate II (code 200)	\$100.00/hr.
Engineering Associate I (code 260)	\$90.00/hr.

Scientist / Geologist

Senior Consultant (code 311)	\$135.00/hr.
Senior Scientist (code 115)	\$120.00/hr.
Project Scientist (code 165)	\$105.00/hr.
Staff Scientist II (code 215)	\$95.00/hr.
Staff Scientist I (code 270)	\$80.00/hr.

Designer / Drafter

Senior Designer Level II (code 657)	\$110.00/hr.
Senior Designer Level I (code 656)	\$90.00/hr.
Designer Level IV (code 655)	\$85.00/hr.
Designer Level III (code 654)	\$80.00/hr.
Designer Level II (code 652)	\$75.00/hr.
CADD Technician (code 646)	\$75.00/hr.
Designer Level I (code 651)	\$65.00/hr.

Technician

Senior Materials Specialist (code 515)	\$115.00/hr.
Materials Specialist (code 514)	\$85.00/hr.
Senior Technician (code 506)	\$75.00/hr.
Level IV Technician (code 504)	\$70.00/hr.
Level III Technician (code 503)	\$60.00/hr.
Level II Technician (code 502)	\$55.00/hr.
Level I Technician (code 501)	\$50.00/hr.

Specialist

Senior Specialist (code 399)	\$115.00/hr.
Project Specialist (code 299)	\$100.00/hr.
Staff Specialist II (code 351)	\$90.00/hr.
Staff Specialist I (code 271)	\$75.00/hr.
Field Assistant (code 500)	\$50.00/hr.

Project Manager

Principal Project Manager (code 001)	\$155.00/hr.
Senior Project Manager (code 112)	\$140.00/hr.
Project Manager (code 162)	\$110.00/hr.
Project Coordinator Level II (code 250)	\$95.00/hr.
Project Coordinator Level I (code 252)	\$80.00/hr.

Consultant (Roofing, Safety, etc.)

Executive Consultant (code 004)	\$315.00/hr.
Registered Consultant (code 307)	\$150.00/hr.
Principal Consultant (code 002)	\$150.00/hr.
Senior Consultant (code 311)	\$135.00/hr.
Project Consultant (code 309)	\$110.00/hr.
Staff Consultant II (code 357)	\$100.00/hr.
Staff Consultant I (code 359)	\$85.00/hr.

Surveyor

Registered/Prof. Land Surveyor II (code 604) ...	\$130.00/hr.
Registered/Prof. Land Surveyor I (code 605)	\$110.00/hr.
Surveyor, Party Chief (code 603)	\$90.00/hr.
Surveyor, Instrument Man (code 606)	\$60.00/hr.
Surveyor, Rodman (code 607)	\$50.00/hr.

Administrative

Documentarian Level II (code 797)	\$70.00
Documentarian Level I (code 798)	\$65.00
Level II Assistant (code 799)	\$60.00
Level I Assistant (code 800)	\$55.00

1.2 Other Expenses

1. Automotive mileage \$0.67/mile
2. 4-Wheel Drive \$0.85/mile
Mileage charges apply only to projects more than 20 miles from office.
3. Silvership Boat (includes operator)+ \$820.00/day
4. Per Diem (Meals and Lodging) \$125.00/person/day
Per Diem charge in High-Cost-of-Living areas is based upon actual cost plus 20%.
5. Photographs (reproduced within report or at client's request)..... \$ 2.60 ea.
6. Color Photocopies \$3.15/page
7. Large Drawing Plots

Monochrome Linework on bond - \$1/Sq. Ft.

Size D	\$5.19/ea
Size E	\$10.39/ea
Long Plot (140x32)	\$31.11/ea.
2 pc Super Plot (140x60)	\$58.33/ea.
11x17 Reduction	\$1.30/ea
Custom (Glossy 40x28).....	\$38.89/ea.

Color Image on plain bond - \$6/Sq. Ft.

Size D	\$31.17/ea
Size E	\$62.33/ea
Long Plot (140x32)	\$186.67/ea.
2 pc Super Plot (140x60)	\$350.00/ea.
11x17 Reduction	\$7.79/ea
Custom (Glossy 106x36).....	\$185.50/ea.

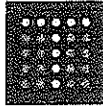
8. Direct non-salary expense Cost Plus 15%

APPENDIX A
ESTIMATED PROJECT SCHEDULE
Twin Forks Rising Schedule
City of Hattiesburg, MS

		Week 1Week 2Week 3Week 4Week 5Week 6Week 7Week 8Week 9Week 10Week 11Week 12Week 13Week 14Week 15Week 16Week 17Week 18Week 19Week 20Week 21Week 22Week 23Week 24Week 25Week 26Week 27Week 28Week 29Week 30Week 31Week 32Week 33Week 34																																	
Task	Future Lans Use Plan																																		
1	Working Group																																		
2	Working Group / Project Kickoff																																		
3	Existing Conditions																																		
4	Introductory Town Hall Meeting																																		
5	Work Product Report																																		
6	Working Group Meeting																																		
7	Analysis of Barriers to Investment																																		
8	Development of Future Land Use Plan Alternative and Projects																																		
9	Working Group Meeting to present Alternatives																																		
10	Town Hall Meeting to Unveil Alternatives																																		
11	Working Group Meeting																																		
12	Work Product Creation																																		
13	Final Working Group Meeting																																		
14	Adoption																																		
	Option A																																		
	Option B																																		

APPENDIX B

[illegible]



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ENGINEERING

October 24, 2012

Honorable Deborah Delgado
Councilperson, City of Hattiesburg
Post Office Box 1898
Hattiesburg, Mississippi 39403-1898

RE: Twin Forks Rising Revitalization Plan
Phase 2

Councilperson Delgado:

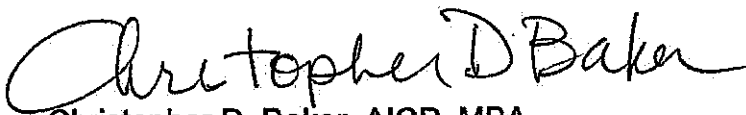
Thank you for this exciting opportunity. Thompson Engineering and our partners Billes Partnership look forward to working with you and all residents of the TFR District to collaborate and generate a revitalization plan.

As you will see, the proposal is based on much community involvement and input. The plan focuses on two tasks simultaneously: Task 1 – Future land use plan and projects, and; Task 2 – Infrastructure assessment and prioritization. It is the consultant teams desire to deliver a project rooted in community support, is viable, is actionable and leads to positive results.

Attached are two copies of the contract. Please review and if you have any questions, please contact me. Please execute both copies and return them to my attention. We will then execute them both and return an original to you for your files.

Thank you again for the opportunity. We are looking forward to this exciting project.

Respectfully,


Christopher D. Baker, AICP, MBA
Director of Planning

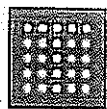
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Attachments

cc: Mr. Calvin Russell
Mr. Tim Bryan, P.E.
Mr. Jake Gibbs, P.E.

2970 Cottage Hill Road, Suite 190
Mobile, AL 36606
251.666.2443 ph. / 251.666.6422 fax
www.thompsonengineering.com

A THOMPSON HOLDINGS COMPANY



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Single Project Agreement General Terms and Conditions

This Agreement is made by and between Thompson Engineering, Inc. (hereinafter Thompson Engineering) and the undersigned Client ("referred to herein as the "Client"). In consideration of the mutual covenants to be performed by the parties pursuant to this Agreement, each party hereby represents, warrants and agrees as follows:

1. SCOPE OF WORK

Thompson Engineering shall perform such services as are described in this contract and as described in Exhibit A (the "Work").

2. INVOICES

The Client shall pay Thompson Engineering for the Work performed under this Agreement a sum to be calculated as described on Exhibit A or, if no such description is provided or any portion of the Work is not specifically provided for in said description, at the rates shown on Thompson Engineering's standard fee schedules which are in effect as of the time of execution hereof, or as may be otherwise specifically described herein. Thompson Engineering will submit invoices to Client no more than monthly and a final bill upon completion of the Work. Invoice will show charges for different personnel and expense classifications. A more detailed separation of charges and back-up data will be provided at Client's request. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. Client shall pay a finance charge of one and one-half percent (1 ½ %) per month, or the maximum rate allowed by law, on past due accounts.

If Thompson Engineering personnel are called or subpoenaed for depositions, examinations, or court appearances in any dispute arising out of any project on which Work was performed, Thompson Engineering shall be reimbursed on a time and material basis in accordance with Thompson Engineering's then current, standard billing rates for such matters, including all out-of-pocket costs incurred in connection with such matters.

3. RIGHT OF ENTRY

The Client will provide for right of entry of Thompson Engineering personnel and all necessary equipment, in order to complete the Work.

While Thompson Engineering will take all reasonable precautions to minimize any damage to Client's property, it is understood by the Client that in the normal course of Work some damage may occur, the correction of which shall not be Thompson Engineering's responsibility.

4. UTILITIES

In the execution of its Work, Thompson Engineering will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. The Client agrees to hold Thompson Engineering harmless for any damages to subterranean structures or utilities which are not called to Thompson Engineering's attention and correctly shown on the plans furnished by the Client.

5. SAMPLES

Thompson Engineering will retain all samples for thirty (30) days. Further storage or transfer of samples can be made at Client's expense upon written request.

6. OWNERSHIP OF DOCUMENTS

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by Thompson Engineering, as instruments of service, shall remain the property of Thompson Engineering. Client agrees that all reports and other work furnished to the Client or his

agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose whatsoever.

Thompson Engineering will retain all pertinent records relating to the services performed for a period of five (5) years following submission of the report, during which period the records will be made available to the Client at all reasonable times.

All documents are for the exclusive use and benefit of the Client only. Others who use the documents do so at their own peril. Thompson Engineering consents that its information and reports may be furnished to and used by others participating in the financing and/or development of the project (and for reports involving real property transactions, other parties of the transaction), but only in the same manner and extent as if such others were the addressee and the Client. The terms, conditions, and limitations of liability contained in the Agreement shall apply to others to whom Client furnishes such information and reports. No one other than the Client is authorized to rely, in any way, on any information or reports issued pursuant to this Agreement.

7. DISPUTES

In the event that a dispute should arise relating to the obligations of the parties under this Agreement, the prevailing party shall be entitled to recover all reasonable costs incurred in connection with such dispute, including staff time, court costs, attorney's fees and other related expenses.

8. PROFESSIONAL RESPONSIBILITY

Thompson Engineering represents that the Work shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other professionals under similar circumstances at the time services are performed. No other representation to the Client, expressed or implied, and no warranty or guarantee is included or intended hereunder, or in any work performed under this Agreement.

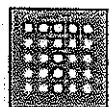
Client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, or explorations are made by Thompson Engineering and that the data interpretations and recommendations of Thompson Engineering's personnel are based solely on the information available to them. Thompson Engineering will be responsible for those data interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed.

9. LIMITATION OF LIABILITY

A. This Agreement shall exclude all losses of all types including but not limited to property damage, bodily injury, third party liability or any other claim, cost or expense directly or indirectly arising out of, resulting from, or relating to mold, mildew, fungus, spores or other microorganisms of any type, nature, or description or any by-product thereof including but not limited to any substance whose presence poses an actual or potential threat to human health.

B. For claims not excluded by Paragraph A, the Client agrees to limit Thompson Engineering's liability to the Client for any and all claims, losses, costs, or damages whatsoever on any project arising from this Agreement and/or performance of the work by Thompson Engineering, such that the total aggregate liability of Thompson Engineering to the Client shall not exceed \$50,000 or Thompson Engineering's total fee for the services rendered on the project, whichever is less. The Client further agrees to require of any contractor and subcontractors an identical limitation of liability to Thompson Engineering, which liability may arise on account of Thompson Engineering's performance of services or its acts, errors and omissions.

As used in this article 9, the term Thompson Engineering shall mean to include any parent, subsidiary or affiliated companies of Thompson Engineering and any directors, officers and employees of any of the same.



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Single Project Agreement General Terms and Conditions

10. INSURANCE

Thompson Engineering represents and warrants that it and its agents, staff and consultants employed by it is and are protected by worker's compensation insurance and that it has such coverage under public liability and property damage insurance policies which Thompson Engineering deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Thompson Engineering shall not be responsible for any loss, damage or liability arising from any acts by Client, its agents, staff or other consultants employed by Client.

11. INDEMNIFICATION

The Client shall indemnify and hold Thompson Engineering harmless from and against any and all losses, claims (including third party claims), damages, judgments, fees, fines, penalties and other amounts (including, without limitation, any with respect to sickness, bodily injury, wrongful death and property damage), including attorneys fees and court costs, arising directly or indirectly out of or alleged to have arisen out of the performance of Work under this Agreement or any breach by Client of its obligations hereunder, which indemnity shall not be limited by reason of the existence or nonexistence of any insurance.

As used in this paragraph, the term Thompson Engineering shall mean to include any parent, subsidiary or affiliated companies of Thompson Engineering and any directors, officers and employees of any of the same.

12. ASSIGNS

Neither the Client nor Thompson Engineering may delegate, assign sublet or transfer his duties or interest in this Agreement without the written consent of the other party.

13. SAMPLING OR TEST LOCATION

Client may be charged additional fees for costs associated with surveying of the site for the accurate horizontal and vertical locations of any tests. Field tests or boring locations described in Thompson Engineering's report or shown on sketches will be based upon information furnished by others or estimates made in the field by Thompson Engineering's representatives. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated. If the Client specifies a test or boring location, Thompson Engineering reserves the right to deviate a reasonable distance from the location specified. Thompson Engineering reserves the right to terminate its obligation to perform any Work if site conditions prevent drilling at or near the designated boring locations and these conditions were not revealed to Thompson Engineering prior to agreeing to perform the Work. If, in order to complete the borings to their designated depths, a re-drilling is necessitated by encountering impenetrable subsurface objects, this will be charged to Client at the appropriate rates contained in Thompson Engineering's standard fee schedule.

14. RIGHT TO STOP WORK

Stopping the construction work is an extreme action which should be taken only by the Client after giving serious consideration to the effects of such an order. Under no circumstances will Thompson Engineering take the initiative in issuing this order. Thompson Engineering will only provide data and recommendations.

15. ROOF CUTS

To obtain accurate information in a roof investigation, roof cuts may be necessary. It is the responsibility of our Client to make the appropriate repairs to these roof cuts using materials consistent with the roofing system and in accordance with any existing material manufacturer's warranties. A roofing contractor or maintenance personnel selected by Client should be on the roof to make repairs at the time the samples are obtained. Thompson Engineering can make temporary repairs at the time of Thompson Engineering's

inspections, but additional charges may be incurred. Although every attempt will be made to make these repaired areas water tight, Thompson Engineering will in no way be responsible for any water damage to the roofing system, building, or its contents resulting from Thompson Engineering's temporary repairs.

16. FIELD MONITORING AND TESTING

If the Scope of Work in Exhibit A includes construction field monitoring and/or testing, Thompson Engineering shall visit the project site at intervals appropriate to the stage of construction or as agreed to in writing by the Client and Thompson Engineering, in order to observe the progress and quality of the work completed by the contractor. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of the contractor's work but rather are to allow Thompson Engineering to become generally familiar with the work in progress and to determine in general if the work is proceeding in accordance with the contract documents.

Thompson Engineering shall not supervise, direct or have control over the Client's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the contractor nor for the contractor's safety precautions or programs in connection with the work. These rights and responsibilities are solely those of the contractor in accordance with the contract documents. Thompson Engineering shall not be responsible for any acts or omissions of the contractor, subcontractor, any entity performing any portion of the work, or any agents or employees of any of them. Thompson Engineering does not guarantee the performance of the contractor and shall not be responsible for the contractor's failure to perform its work in accordance with the contract documents or any applicable laws, codes, rules or regulations.

17. SAFETY

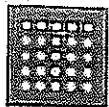
Should Thompson Engineering provide observations or monitoring services at the job site during construction, Client agrees that, in accordance with the generally accepted construction practice, the contractor will be solely and completely responsible for working conditions on the job site, including the safety of all persons and property during the performance of the work, and for compliance with OSHA regulations. These requirements will apply continuously and will not be limited to normal working hours. Any monitoring of the contractor's procedures conducted by Thompson Engineering does not include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the construction site.

18. HAZARDOUS SUBSTANCES

Client agrees to advise Thompson Engineering, prior to beginning work, of any hazardous substance on or near the site. In the event that test samples obtained during our work contain substances hazardous to health, safety or the environment, these samples remain the property of the Client. Likewise, any equipment contaminated as a result of the Work which cannot be reasonably decontaminated shall become the property and responsibility of the Client. Client agrees to pay transportation costs for samples and equipment and the fair market value of contaminated equipment.

19. REUSE OF DOCUMENTS AND ELECTRONIC MEDIA

Any and all documents and electronic media including Drawings, CADD files and Specifications prepared or furnished by Thompson Engineering (and Thompson Engineering's independent professional associates and consultants) pursuant to this Agreement are instruments of service of the Project and Thompson Engineering shall retain an ownership and property interest therein whether or not the Project is completed. Information contained in signed or sealed drawings should be deemed to be correct and superior to electronic information. Client may make and retain copies for information and reference in connection with use and occupancy of the Project by Client and others; however, such documents are not intended or represented to be suitable for



thompson ENGINEERING

Single Project Agreement General Terms and Conditions

reuse by Client or others on extensions of the Project or on any other project. Any reuse without written authorization or adaptation by Thompson Engineering for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Thompson Engineering, or to Thompson Engineering's subsidiaries, holding company, independent professional associates or consultants, and Client shall indemnify and hold harmless Thompson Engineering and Thompson Engineering's subsidiaries, holding company, independent professional associates and consultants from any and all claims (third party or otherwise), damages, losses and expenses, including attorney's fees, arising out of or resulting therefrom.

20. GOVERNING LAW

This agreement shall be governed by the laws of the State of Alabama and the United States.

21. ENTIRE AGREEMENT

This Agreement represents the entire agreement between Client and Thompson Engineering and supersedes all prior negotiations, representations

and agreements, either oral or written. No modification to the terms hereof shall be made unless agreed to in writing by both parties.

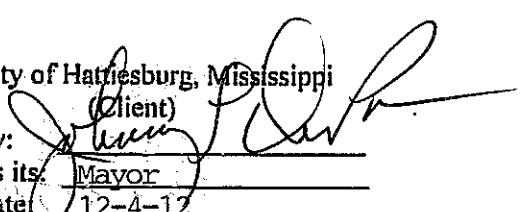
22. SEVERABILITY

In the event any provision, or any portion of any provisions of this Agreement is held invalid, the other provisions of this Agreement and the remaining portion of said provision, shall not be affected thereby and shall continue in full force and effect.

Approved and Authorized by:

City of Hattiesburg, Mississippi

(Client)

By: 

As its: Mayor

Date: 12-4-12

Address: Post Office Box 1898
Hattiesburg, MS 39403

Thompson Engineering, Inc.

By: _____

As its: _____

Date: _____

Address: 2970 Cottage Hill Rd. Suite 190
Mobile, AL 36606

Individual with authority and the company responsible for payment of Thompson Engineering's services.

Please return executed copy of these terms and conditions to the attention of:
Christopher Baker
(251) 666-2443
(251) 666-6422

TFR Master Revitalization Plan Services

PHASE 2

Thompson Engineering and its partners will develop a community based Master Revitalization Plan for the Twin Forks Rising District in Hattiesburg, Mississippi. The services required for this project can be described as professional planning, architecture, and engineering services in general.

Thompson Engineering and its partners specifically propose the following detailed scope of work. There are two (2) tasks of Phase 2 that will take place simultaneously: Task 1 - Future Land Use Plan, and; Task 2 - Infrastructure Assessment and Prioritization.

TASK 1 - FUTURE LAND USE PLAN

Step 1 – Working Group: The City of Hattiesburg, or its representative, shall make appointments to a working group. The working group shall be between 10 (ten) and 20 (twenty) people who live in the TFR District. Group members shall come from different geographies within the district, different ages, different professions, and differing socio-economic status.

Step 2 – Working Group/Project Kickoff: The consultant team shall coordinate an initial introductory meeting with the appointed working group. The City, or its representative, shall provide for logistical support and make arrangements for all the meetings in a suitable location in the TFR District. This meeting will not only introduce the team but begin the dialogue on plan goals and objectives, process, set meeting times and locations, and establish convenient communication tools. Additionally, it is anticipated there will be 2 (two) “homework” assignments as a result of this meeting: 1) Assist in “footwork” to create the existing land use map and, 2) Use disposable cameras provided to picture what members like and dislike about the TFR District.

Step 3 – Existing Conditions: The consultant team will assemble only the necessary data required as a basis for the plan. Existing condition data from previous Phase 1 will be utilized but it is anticipated that other information such as GIS Maps, FIRM Maps and an Existing Land Use Map will be required and created.

Step 4 – Introductory Town Hall Meeting: The consultant team will conduct an Introductory Town Hall Meeting. This effort is to introduce the project to the residents of the TFR district, introduce them to the project team, and establish communication. The working group will be required to attend this meeting. The meeting will review the completed inventory and present the Existing Land Use Map. The meeting will more importantly ask the community to set goals for the District. Goals are the building blocks of the vision- goals must and shall come from the residents of the District.

Step 5 – Work Product Report: The consultant team will produce the first chapters of the Plan. The chapters will include the necessary background and history chapters, a discussion on existing conditions, and the results of the Introductory Town Hall Meeting.

Step 6 – Working Group Meeting: The working group will meet in person to review input from the Introductory Town Hall Meeting and to review the consultant teams work product to date. This meeting will prioritize the goals from the Town Hall Meeting, create objectives or steps needed to make goals a reality and also create the overall vision for the District.

Step 7 – Analysis of Barriers to Investment: The consultant team will consult with local financial sector leaders, as designated by the City or its representative, to understand a local perspective on Barriers to Investment in the TFR District. An analysis of flood regulations, permitting processes, and marketing of the District will take place. This work product will specifically identify Barriers to Investment and make recommendations on local regulatory changes, building partnerships in the financial sector, and highlight accomplishments of other revitalization efforts from around the country.

Step 8 – Development of Future Land Use Plan Alternatives and Projects: Based on all input, vision, and goals the consultant team will develop 3 (three) different Future Land Use Plan Alternative and Projects scenarios. Each alternative will be substantially different. A brief analysis of the pros and cons of each scenario will be developed. Anticipated topics to be included are: flooding, land use, economic vitality, investment, infrastructure, housing, community services, historic preservation, recreation, and public safety.

Step 9 – Working Group Meeting to Present Alternatives: The consultant team will present to the working group all 3 (three) Alternative Future Land Use Plans and Projects. The working group will debate the alternatives and select a preferred alternative with or without revisions.

Step 10 – Town Hall Meeting to Unveil Working Groups Future Land Use Plan and Projects: The consultant team will conduct a Town Hall Meeting in the District to Unveil the Preferred Future Land Use Plan and Projects. The working group will be required to attend this meeting. It is anticipated that the public will have a prescribed public comment period to review the plan and projects.

Step 11 – Working Group Meeting: After public comment is closed the consultant team will consolidate and group all input received. The input will be presented to the working group. The working group may suggest revisions to the preferred alternative plan and projects.

Step 12 – Work Product Creation: The consultant team will update the preferred plan and projects and create all additional chapters of the plan to include all work.

Step 13 – Final Working Group Meeting: The consultant team will present the complete plan document and projects with an implementation/responsibility matrix. The working group will be expected to vote and endorse the Final Plan document at this point.

Step 14 – Final Adoption:

Option A – Final Adoption: The consultant team will prepare the final plan document for adoption through the City. The consultant team responsibility will end at handing the final document to the City.

Option B – Final Adoption: The consultant team will prepare the final plan document for adoption through the City. The consultant team will attend all needed meetings of staff, the planning commission and the City Council. The team will shepherd the document through the legal adoption process. ***Note that Option B has special compensation terms in the proposed fee section***

TASK 2 - INFRASTRUCTURE ASSESSMENT AND PRIORITIZATION

Step 1: Identify any reoccurring issues or repairs in the TFR District that may be indicators of systemic system failures. Coordinate with the City and on historical issues, future needs, and any improvements planned.

Step 2: Create a map and photo-document improvements needed within the TFR District for water/sewer; streets; and enhancement projects.

Step 3: Present the findings to the working group for feedback, verification, and input. The general prioritization of projects will come from the working group.

Step 4: Create fly sheets for each project. The fly sheets will be a one (1) page synopsis of the project, a map of its location and extent, general photo documentation, and an estimated total construction cost.

Step 5: A cost/benefit analysis will be performed on each identified project. This is an analytical approach to prioritizing the projects.

Step 6: The prioritized projects, fly sheets, and cost benefit analysis will be presented to the working group. The working group will be asked to vote and make a recommendation to the City on the prioritized projects.

Step 7: The final results of the working group vote, prioritization, and fly sheets will be produced and included as part of the Master Revitalization Plan.

Step 8: Recommendations on potential funding sources for projects will be made and included in the Implementation section of the Master Revitalization Plan.

FEE:

Option A: Lump Sum \$80,000 for the TFR District Revitalization Master Plan Phase 2 including Task 1 - Future Land Use Plan and Task 2 - Infrastructure Assessment and Prioritization. This option results in the consultant teams responsibility concluding with the final delivery of the document and the City taking the document through the legal adoption process.

Option B: Lump Sum \$80,000 plus Hourly Rate authorization for the TFR District Revitalization Master Plan Phase 2 including Task 1 - Future Land Use Plan and Task 2 - Infrastructure Assessment and Prioritization. This option results in the consultant team being authorized to shepard the final document through the legal adoption process and bill hourly in accordance with the attached hourly rates.

SCHEDULE:

Please see Appendix A and B

FINAL DOCUMENT DELIVERY:

The consultant team will provide to the City 4 (four) bound originals, 1 (one) unbound original and final document in pdf on a CD.

Thompson Engineering
Schedule of Fees

The attached document is **CONFIDENTIAL**.
It is not to be reproduced or distributed without prior approval.

The following document is confidential and NOT to be distributed without prior written permission.

The rates proposed are effective immediately and are good through December 31, 2012.

General Information

All services are performed in accordance with our General Terms and Conditions, unless otherwise agreed in writing. Quotations for specific projects and defined scopes of work will be provided upon request.

The following schedule of hourly fees are applicable for all time expended on a project including: preparation, site visits, portal-to-portal travel, on-site observations, consultation, research, engineering computations, preparation of drawings/specifications, and report production. The following schedule of unit fees will apply to all tests and other specific items as indicated. Consumable materials and specialized test fixtures/devices will be invoiced on a cost plus basis.

Overtime charges at one point five (1.5) times the established rate will be applicable for services rendered between 12:00 AM Saturday and 11:59 PM Sunday and on established Company holidays. Emergency call-out (less than twenty-four hour notice) will be subject to this same rate.

Standard fees allow for reproduction and mailing of a total of two copies of applicable project report. Additional copies will be charged at \$0.50 per page, plus photographic reproduction, where applicable.

Professional services rendered related to expert witness testimony (preparation, deposition and/or courtroom) concerning litigations shall be invoiced at two point zero (2.0) times the listed hourly fees and may require a retainer. Expert witness services will require a retainer. Travel expenses and accommodations will be charged on a cost-plus basis.

Corporate Office:
2970 Cottage Hill Road, Suite 190
Mobile, Alabama 36606
Phone 251.666.2443
Fax 251.666.6422

1.0 Professional Fees

1.1 Personnel

Engineer

Senior Principal Engineer (code 003)	\$410.00/hr.
Principal Engineer II (code 008)	\$280.00/hr.
Principal Engineer (code 005)	\$235.00/hr.
Senior Engineer (code 050)	\$150.00/hr.
Project Engineer (code 150, 153, 350, 740)	\$120.00/hr.
Senior Engineering Associate (code 201)	\$120.00/hr.
Engineering Associate II (code 200)	\$100.00/hr.
Engineering Associate I (code 260)	\$90.00/hr.

Scientist / Geologist

Senior Consultant (code 311)	\$135.00/hr.
Senior Scientist (code 115)	\$120.00/hr.
Project Scientist (code 165)	\$105.00/hr.
Staff Scientist II (code 215)	\$95.00/hr.
Staff Scientist I (code 270)	\$80.00/hr.

Designer / Drafter

Senior Designer Level II (code 657)	\$110.00/hr.
Senior Designer Level I (code 656)	\$90.00/hr.
Designer Level IV (code 655)	\$85.00/hr.
Designer Level III (code 654)	\$80.00/hr.
Designer Level II (code 652)	\$75.00/hr.
CADD Technician (code 646)	\$75.00/hr.
Designer Level I (code 651)	\$65.00/hr.

Technician

Senior Materials Specialist (code 515)	\$115.00/hr.
Materials Specialist (code 514)	\$85.00/hr.
Senior Technician (code 506)	\$75.00/hr.
Level IV Technician (code 504)	\$70.00/hr.
Level III Technician (code 503)	\$60.00/hr.
Level II Technician (code 502)	\$55.00/hr.
Level I Technician (code 501)	\$50.00/hr.

Specialist

Senior Specialist (code 399)	\$115.00/hr.
Project Specialist (code 299)	\$100.00/hr.
Staff Specialist II (code 351)	\$90.00/hr.
Staff Specialist I (code 271)	\$75.00/hr.
Field Assistant (code 500)	\$50.00/hr.

Project Manager

Principal Project Manager (code 001)	\$155.00/hr.
Senior Project Manager (code 112)	\$140.00/hr.
Project Manager (code 162)	\$110.00/hr.
Project Coordinator Level II (code 250)	\$95.00/hr.
Project Coordinator Level I (code 252)	\$80.00/hr.

Consultant (Roofing, Safety, etc.)

Executive Consultant (code 004)	\$315.00/hr.
Registered Consultant (code 307)	\$150.00/hr.
Principal Consultant (code 002)	\$150.00/hr.
Senior Consultant (code 311)	\$135.00/hr.
Project Consultant (code 309)	\$110.00/hr.
Staff Consultant II (code 357)	\$100.00/hr.
Staff Consultant I (code 359)	\$85.00/hr.

Surveyor

Registered/Prof. Land Surveyor II (code 604) ...	\$130.00/hr.
Registered/Prof. Land Surveyor I (code 605)	\$110.00/hr.
Surveyor, Party Chief (code 603)	\$90.00/hr.
Surveyor, Instrument Man (code 606)	\$60.00/hr.
Surveyor, Rodman (code 607)	\$50.00/hr.

Administrative

Documentarian Level II (code 797)	\$70.00
Documentarian Level I (code 798)	\$65.00
Level II Assistant (code 799)	\$60.00
Level I Assistant (code 800)	\$55.00

1.2 Other Expenses

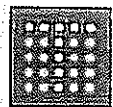
1. Automotive mileage\$0.67/mile
2. 4-Wheel Drive..... \$0.85/mile
Mileage charges apply only to projects more than 20 miles from office.
3. Silvership Boat (includes operator)+ \$820.00/day
4. Per Diem (Meals and Lodging)\$125.00/person/day
Per Diem charge in High-Cost-of-Living areas is based upon actual cost plus 20%.
5. Photographs (reproduced within report or at client's request).....\$ 2.60 ea.
6. Color Photocopies \$3.15/page
7. Large Drawing Plots
Monochrome Unework on bond - \$1/Sq. Ft.
 - Size D \$5.19/ea
 - Size E \$10.39/ea
 - Long Plot (140x32) \$31.11/ea.
 - 2 pc Super Plot (140x60) \$58.33/ea.
 - 11x17 Reduction \$1.30/ea
 - Custom (Glossy 40x28)..... \$38.89/ea.Color Image on plain bond - \$6/Sq. Ft.
 - Size D \$31.17/ea
 - Size E \$62.33/ea
 - Long Plot (140x32) \$186.67/ea.
 - 2 pc Super Plot (140x60) \$350.00/ea.
 - 11x17 Reduction \$7.79/ea
 - Custom (Glossy 106x36)..... \$185.50/ea.
8. Direct non-salary expense Cost Plus 15%

APPENDIX A
ESTIMATED PROJECT SCHEDULE
Twin Forks Rising Schedule
City of Hattiesburg, MS

Future Land Use Plan																																		
Task	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13	Week 14	Week 15	Week 16	Week 17	Week 18	Week 19	Week 20	Week 21	Week 22	Week 23	Week 24	Week 25	Week 26	Week 27	Week 28	Week 29	Week 30	Week 31	Week 32	Week 33	Week 34
1	Working Group																																	
2	Working Group / Project Kickoff																																	
3	Existing Conditions																																	
4	Introductory Town Hall Meeting																																	
5	Work Product Report																																	
6	Working Group Meeting																																	
7	Analysis of Barriers to Investment																																	
8	Development of Future Land Use Plan Alternative and Projects																																	
9	Working Group Meeting to present Alternatives																																	
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12	Work Product Creation																																	
13	Final Working Group Meeting																																	
14	Adoption																																	
	Option A																																	
	Option B																																	

APPENDIX B

[illegible]



thompson ENGINEERING

Single Project Agreement General Terms and Conditions

This Agreement is made by and between Thompson Engineering, Inc. (hereinafter Thompson Engineering) and the undersigned Client ("referred to herein as the "Client"). In consideration of the mutual covenants to be performed by the parties pursuant to this Agreement, each party hereby represents, warrants and agrees as follows:

1. SCOPE OF WORK

Thompson Engineering shall perform such services as are described in this contract and as described in Exhibit A (the "Work").

2. INVOICES

The Client shall pay Thompson Engineering for the Work performed under this Agreement a sum to be calculated as described on Exhibit A or, if no such description is provided or any portion of the Work is not specifically provided for in said description, at the rates shown on Thompson Engineering's standard fee schedules which are in effect as of the time of execution hereof, or as may be otherwise specifically described herein. Thompson Engineering will submit invoices to Client no more than monthly and a final bill upon completion of the Work. Invoice will show charges for different personnel and expense classifications. A more detailed separation of charges and back-up data will be provided at Client's request. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. Client shall pay a finance charge of one and one-half percent (1 1/2 %) per month, or the maximum rate allowed by law, on past due accounts.

If Thompson Engineering personnel are called or subpoenaed for depositions, examinations, or court appearances in any dispute arising out of any project on which Work was performed, Thompson Engineering shall be reimbursed on a time and material basis in accordance with Thompson Engineering's then current, standard billing rates for such matters, including all out-of-pocket costs incurred in connection with such matters.

3. RIGHT OF ENTRY

The Client will provide for right of entry of Thompson Engineering personnel and all necessary equipment, in order to complete the Work.

While Thompson Engineering will take all reasonable precautions to minimize any damage to Client's property, it is understood by the Client that in the normal course of Work some damage may occur, the correction of which shall not be Thompson Engineering's responsibility.

4. UTILITIES

In the execution of its Work, Thompson Engineering will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. The Client agrees to hold Thompson Engineering harmless for any damages to subterranean structures or utilities which are not called to Thompson Engineering's attention and correctly shown on the plans furnished by the Client.

5. SAMPLES

Thompson Engineering will retain all samples for thirty (30) days. Further storage or transfer of samples can be made at Client's expense upon written request.

6. OWNERSHIP OF DOCUMENTS

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by Thompson Engineering, as instruments of service, shall remain the property of Thompson Engineering. Client agrees that all reports and other work furnished to the Client or his

agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose whatsoever.

Thompson Engineering will retain all pertinent records relating to the services performed for a period of five (5) years following submission of the report, during which period the records will be made available to the Client at all reasonable times.

All documents are for the exclusive use and benefit of the Client only. Others who use the documents do so at their own peril. Thompson Engineering consents that its information and reports may be furnished to and used by others participating in the financing and/or development of the project (and for reports involving real property transactions, other parties of the transaction), but only in the same manner and extent as if such others were the addressee and the Client. The terms, conditions, and limitations of liability contained in the Agreement shall apply to others to whom Client furnishes such information and reports. No one other than the Client is authorized to rely, in any way, on any information or reports issued pursuant to this Agreement.

7. DISPUTES

In the event that a dispute should arise relating to the obligations of the parties under this Agreement, the prevailing party shall be entitled to recover all reasonable costs incurred in connection with such dispute, including staff time, court costs, attorney's fees and other related expenses.

8. PROFESSIONAL RESPONSIBILITY

Thompson Engineering represents that the Work shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other professionals under similar circumstances at the time services are performed. No other representation to the Client, expressed or implied, and no warranty or guarantee is included or intended hereunder, or in any work performed under this Agreement.

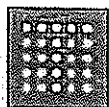
Client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, or explorations are made by Thompson Engineering and that the data interpretations and recommendations of Thompson Engineering's personnel are based solely on the information available to them. Thompson Engineering will be responsible for those data interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed.

9. LIMITATION OF LIABILITY

A. This Agreement shall exclude all losses of all types including but not limited to property damage, bodily injury, third party liability or any other claim, cost or expense directly or indirectly arising out of, resulting from, or relating to mold, mildew, fungus, spores or other microorganisms of any type, nature, or description or any by-product thereof including but not limited to any substance whose presence poses an actual or potential threat to human health.

B. For claims not excluded by Paragraph A, the Client agrees to limit Thompson Engineering's liability to the Client for any and all claims, losses, costs, or damages whatsoever on any project arising from this Agreement and/or performance of the work by Thompson Engineering, such that the total aggregate liability of Thompson Engineering to the Client shall not exceed \$50,000 or Thompson Engineering's total fee for the services rendered on the project, whichever is less. The Client further agrees to require of any contractor and subcontractors an identical limitation of liability to Thompson Engineering, which liability may arise on account of Thompson Engineering's performance of services or its acts, errors and omissions.

As used in this article 9, the term Thompson Engineering shall mean to include any parent, subsidiary or affiliated companies of Thompson Engineering and any directors, officers and employees of any of the same.



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Single Project Agreement General Terms and Conditions

10. INSURANCE

Thompson Engineering represents and warrants that it and its agents, staff and consultants employed by it are and are protected by worker's compensation insurance and that it has such coverage under public liability and property damage insurance policies which Thompson Engineering deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Thompson Engineering shall not be responsible for any loss, damage or liability arising from any acts by Client, its agents, staff or other consultants employed by Client.

11. INDEMNIFICATION

The Client shall indemnify and hold Thompson Engineering harmless from and against any and all losses, claims (including third party claims), damages, judgments, fees, fines, penalties and other amounts (including, without limitation, any with respect to sickness, bodily injury, wrongful death and property damage), including attorneys fees and court costs, arising directly or indirectly out of or alleged to have arisen out of the performance of Work under this Agreement or any breach by Client of its obligations hereunder, which indemnity shall not be limited by reason of the existence or nonexistence of any insurance.

As used in this paragraph, the term Thompson Engineering shall mean to include any parent, subsidiary or affiliated companies of Thompson Engineering and any directors, officers and employees of any of the same.

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inspections, but additional charges may be incurred. Although every attempt will be made to make these repaired areas water tight, Thompson Engineering will in no way be responsible for any water damage to the roofing system, building, or its contents resulting from Thompson Engineering's temporary repairs.

16. FIELD MONITORING AND TESTING

If the Scope of Work in Exhibit A includes construction field monitoring and/or testing, Thompson Engineering shall visit the project site at intervals appropriate to the stage of construction or as agreed to in writing by the Client and Thompson Engineering, in order to observe the progress and quality of the work completed by the contractor. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of the contractor's work but rather are to allow Thompson Engineering to become generally familiar with the work in progress and to determine in general if the work is proceeding in accordance with the contract documents.

Thompson Engineering shall not supervise, direct or have control over the Client's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the contractor nor for the contractor's safety precautions or programs in connection with the work. These rights and responsibilities are solely those of the contractor in accordance with the contract documents. Thompson Engineering shall not be responsible for any acts or omissions of the contractor, subcontractor, any entity performing any portion of the work, or any agents or employees of any of them. Thompson Engineering does not guarantee the performance of the contractor and shall not be responsible for the contractor's failure to perform its work in accordance with the contract documents or any applicable laws, codes, rules or regulations.

17. SAFETY

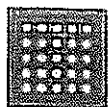
Should Thompson Engineering provide observations or monitoring services at the job site during construction, Client agrees that, in accordance with the generally accepted construction practice, the contractor will be solely and completely responsible for working conditions on the job site, including the safety of all persons and property during the performance of the work, and for compliance with OSHA regulations. These requirements will apply continuously and will not be limited to normal working hours. Any monitoring of the contractor's procedures conducted by Thompson Engineering does not include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the construction site.

18. HAZARDOUS SUBSTANCES

Client agrees to advise Thompson Engineering, prior to beginning work, of any hazardous substance on or near the site. In the event that test samples obtained during our work contain substances hazardous to health, safety or the environment, these samples remain the property of the Client. Likewise, any equipment contaminated as a result of the Work which cannot be reasonably decontaminated shall become the property and responsibility of the Client. Client agrees to pay transportation costs for samples and equipment and the fair market value of contaminated equipment.

19. REUSE OF DOCUMENTS AND ELECTRONIC MEDIA

Any and all documents and electronic media including Drawings, CADD files and Specifications prepared or furnished by Thompson Engineering (and Thompson Engineering's independent professional associates and consultants) pursuant to this Agreement are instruments of service of the Project and Thompson Engineering shall retain an ownership and property interest therein whether or not the Project is completed. Information contained in signed or sealed drawings should be deemed to be correct and superior to electronic information. Client may make and retain copies for information and reference in connection with use and occupancy of the Project by Client and others; however, such documents are not intended or represented to be suitable for



thompson ENGINEERING

Single Project Agreement General Terms and Conditions

reuse by Client or others on extensions of the Project or on any other project. Any reuse without written authorization or adaptation by Thompson Engineering for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Thompson Engineering, or to Thompson Engineering's subsidiaries, holding company, independent professional associates or consultants, and Client shall indemnify and hold harmless Thompson Engineering and Thompson Engineering's subsidiaries, holding company, independent professional associates and consultants from any and all claims (third party or otherwise), damages, losses and expenses, including attorney's fees, arising out of or resulting therefrom.

20. GOVERNING LAW

This agreement shall be governed by the laws of the State of Alabama and the United States.

21. ENTIRE AGREEMENT

This Agreement represents the entire agreement between Client and Thompson Engineering and supersedes all prior negotiations, representations

and agreements, either oral or written. No modification to the terms hereof shall be made unless agreed to in writing by both parties.

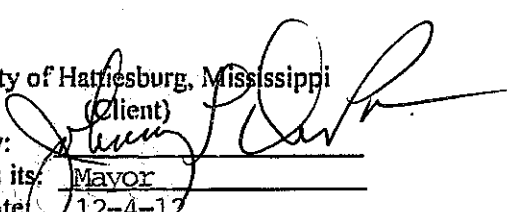
22. SEVERABILITY

In the event any provision, or any portion of any provisions of this Agreement is held invalid, the other provisions of this Agreement and the remaining portion of said provision, shall not be affected thereby and shall continue in full force and effect.

Approved and Authorized by:

City of Hattiesburg, Mississippi

(Client)

By: 

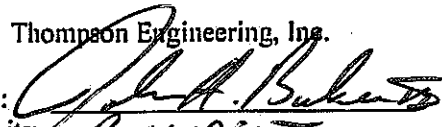
As its: Mayor

Date: 12-4-12

Address: Post Office Box 1898

Hattiesburg, MS 39403

Thompson Engineering, Inc.

By: 

As its: President

Date: 12-27-12

Address: 2970 Cottage Hill Rd. Suite 190

Mobile, AL 36606

Individual with authority and the company responsible for payment of Thompson Engineering's services.

Please return executed copy of these terms and conditions to the attention of:

Christopher Baker

(251) 666-2443

(251) 666-6422

TFR Master Revitalization Plan Services

PHASE 2

Thompson Engineering and its partners will develop a community based Master Revitalization Plan for the Twin Forks Rising District in Hattiesburg, Mississippi. The services required for this project can be described as professional planning, architecture, and engineering services in general.

Thompson Engineering and its partners specifically propose the following detailed scope of work. There are two (2) tasks of Phase 2 that will take place simultaneously: Task 1 - Future Land Use Plan, and; Task 2 - Infrastructure Assessment and Prioritization.

TASK 1 - FUTURE LAND USE PLAN

Step 1 – Working Group: The City of Hattiesburg, or its representative, shall make appointments to a working group. The working group shall be between 10 (ten) and 20 (twenty) people who live in the TFR District. Group members shall come from different geographies within the district, different ages, different professions, and differing socio-economic status.

Step 2 – Working Group/Project Kickoff: The consultant team shall coordinate an initial introductory meeting with the appointed working group. The City, or its representative, shall provide for logistical support and make arrangements for all the meetings in a suitable location in the TFR District. This meeting will not only introduce the team but begin the dialogue on plan goals and objectives, process, set meeting times and locations, and establish convenient communication tools. Additionally, it is anticipated there will be 2 (two) “homework” assignments as a result of this meeting: 1) Assist in “footwork” to create the existing land use map and, 2) Use disposable cameras provided to picture what members like and dislike about the TFR District.

Step 3 – Existing Conditions: The consultant team will assemble only the necessary data required as a basis for the plan. Existing condition data from previous Phase 1 will be utilized but it is anticipated that other information such as GIS Maps, FIRM Maps and an Existing Land Use Map will be required and created.

Step 4 – Introductory Town Hall Meeting: The consultant team will conduct an Introductory Town Hall Meeting. This effort is to introduce the project to the residents of the TFR district, introduce them to the project team, and establish communication. The working group will be required to attend this meeting. The meeting will review the completed inventory and present the Existing Land Use Map. The meeting will more importantly ask the community to set goals for the District. Goals are the building blocks of the vision- goals must and shall come from the residents of the District.

Step 5 – Work Product Report: The consultant team will produce the first chapters of the Plan. The chapters will include the necessary background and history chapters, a discussion on existing conditions, and the results of the Introductory Town Hall Meeting.

Step 6 – Working Group Meeting: The working group will meet in person to review input from the Introductory Town Hall Meeting and to review the consultant teams work product to date. This meeting will prioritize the goals from the Town Hall Meeting, create objectives or steps needed to make goals a reality and also create the overall vision for the District.

Step 7 – Analysis of Barriers to Investment: The consultant team will consult with local financial sector leaders, as designated by the City or its representative, to understand a local perspective on Barriers to Investment in the TFR District. An analysis of flood regulations, permitting processes, and marketing of the District will take place. This work product will specifically identify Barriers to Investment and make recommendations on local regulatory changes, building partnerships in the financial sector, and highlight accomplishments of other revitalization efforts from around the country.

Step 8 – Development of Future Land Use Plan Alternatives and Projects: Based on all input, vision, and goals the consultant team will develop 3 (three) different Future Land Use Plan Alternative and Projects scenarios. Each alternative will be substantially different. A brief analysis of the pros and cons of each scenario will be developed. Anticipated topics to be included are: flooding, land use, economic vitality, investment, infrastructure, housing, community services, historic preservation, recreation, and public safety.

Step 9 – Working Group Meeting to Present Alternatives: The consultant team will present to the working group all 3 (three) Alternative Future Land Use Plans and Projects. The working group will debate the alternatives and select a preferred alternative with or without revisions.

Step 10 – Town Hall Meeting to Unveil Working Groups Future Land Use Plan and Projects: The consultant team will conduct a Town Hall Meeting in the District to Unveil the Preferred Future Land Use Plan and Projects. The working group will be required to attend this meeting. It is anticipated that the public will have a prescribed public comment period to review the plan and projects.

Step 11 – Working Group Meeting: After public comment is closed the consultant team will consolidate and group all input received. The input will be presented to the working group. The working group may suggest revisions to the preferred alternative plan and projects.

Step 12 – Work Product Creation: The consultant team will update the preferred plan and projects and create all additional chapters of the plan to include all work.

Step 13 – Final Working Group Meeting: The consultant team will present the complete plan document and projects with an implementation/responsibility matrix. The working group will be expected to vote and endorse the Final Plan document at this point.

Step 14 – Final Adoption:

Option A – Final Adoption: The consultant team will prepare the final plan document for adoption through the City. The consultant team responsibility will end at handing the final document to the City.

Option B – Final Adoption: The consultant team will prepare the final plan document for adoption through the City. The consultant team will attend all needed meetings of staff, the planning commission and the City Council. The team will shepherd the document through the legal adoption process. ***Note that Option B has special compensation terms in the proposed fee section***

TASK 2 - INFRASTRUCTURE ASSESSMENT AND PRIORITIZATION

Step 1: Identify any reoccurring issues or repairs in the TFR District that may be indicators of systemic system failures. Coordinate with the City and on historical issues, future needs, and any improvements planned.

Step 2: Create a map and photo-document improvements needed within the TFR District for water/sewer; streets; and enhancement projects.

Step 3: Present the findings to the working group for feedback, verification, and input. The general prioritization of projects will come from the working group.

Step 4: Create fly sheets for each project. The fly sheets will be a one (1) page synopsis of the project, a map of its location and extent, general photo documentation, and an estimated total construction cost.

Step 5: A cost/benefit analysis will be performed on each identified project. This is an analytical approach to prioritizing the projects.

Step 6: The prioritized projects, fly sheets, and cost benefit analysis will be presented to the working group. The working group will be asked to vote and make a recommendation to the City on the prioritized projects.

Step 7: The final results of the working group vote, prioritization, and fly sheets will be produced and included as part of the Master Revitalization Plan.

Step 8: Recommendations on potential funding sources for projects will be made and included in the Implementation section of the Master Revitalization Plan.

FEE:

Option A: Lump Sum \$80,000 for the TFR District Revitalization Master Plan Phase 2 including Task 1 - Future Land Use Plan and Task 2 - Infrastructure Assessment and Prioritization. This option results in the consultant teams responsibility concluding with the final delivery of the document and the City taking the document through the legal adoption process.

Option B: Lump Sum \$80,000 plus Hourly Rate authorization for the TFR District Revitalization Master Plan Phase 2 including Task 1 - Future Land Use Plan and Task 2 - Infrastructure Assessment and Prioritization. This option results in the consultant team being authorized to shepard the final document through the legal adoption process and bill hourly in accordance with the attached hourly rates.

SCHEDULE:

Please see Appendix A and B

FINAL DOCUMENT DELIVERY:

The consultant team will provide to the City 4 (four) bound originals, 1 (one) unbound original and final document in pdf on a CD.

Thompson Engineering
Schedule of Fees

The attached document is **CONFIDENTIAL**.
It is not to be reproduced or distributed without prior approval.

The following document is confidential and NOT to be distributed without prior written permission.

The rates proposed are effective immediately and are good through December 31, 2012.

General Information

All services are performed in accordance with our General Terms and Conditions, unless otherwise agreed in writing. Quotations for specific projects and defined scopes of work will be provided upon request.

The following schedule of hourly fees are applicable for all time expended on a project including: preparation, site visits, portal-to-portal travel, on-site observations, consultation, research, engineering computations, preparation of drawings/specifications, and report production. The following schedule of unit fees will apply to all tests and other specific items as indicated. Consumable materials and specialized test fixtures/devices will be invoiced on a cost plus basis.

Overtime charges at one point five (1.5) times the established rate will be applicable for services rendered between 12:00 AM Saturday and 11:59 PM Sunday and on established Company holidays. Emergency call-out (less than twenty-four hour notice) will be subject to this same rate.

Standard fees allow for reproduction and mailing of a total of two copies of applicable project report. Additional copies will be charged at \$0.50 per page, plus photographic reproduction, where applicable.

Professional services rendered related to expert witness testimony (preparation, deposition and/or courtroom) concerning litigations shall be invoiced at two point zero (2.0) times the listed hourly fees and may require a retainer. Expert witness services will require a retainer. Travel expenses and accommodations will be charged on a cost-plus basis.

Corporate Office:
2970 Cottage Hill Road, Suite 190
Mobile, Alabama 36606
Phone 251.666.2443
Fax 251.666.6422

1.0 Professional Fees

1.1 Personnel

Engineer

Senior Principal Engineer (code 003)	\$410.00/hr.
Principal Engineer II (code 008)	\$280.00/hr.
Principal Engineer (code 005)	\$235.00/hr.
Senior Engineer (code 050)	\$150.00/hr.
Project Engineer (code 150, 153, 350, 740)	\$120.00/hr.
Senior Engineering Associate (code 201)	\$120.00/hr.
Engineering Associate II (code 200)	\$100.00/hr.
Engineering Associate I (code 260)	\$90.00/hr.

Scientist / Geologist

Senior Consultant (code 311)	\$135.00/hr.
Senior Scientist (code 115)	\$120.00/hr.
Project Scientist (code 165)	\$105.00/hr.
Staff Scientist II (code 215)	\$95.00/hr.
Staff Scientist I (code 270)	\$80.00/hr.

Designer / Drafter

Senior Designer Level II (code 657)	\$110.00/hr.
Senior Designer Level I (code 656)	\$90.00/hr.
Designer Level IV (code 655)	\$85.00/hr.
Designer Level III (code 654)	\$80.00/hr.
Designer Level II (code 652)	\$75.00/hr.
CADD Technician (code 646)	\$75.00/hr.
Designer Level I (code 651)	\$65.00/hr.

Technician

Senior Materials Specialist (code 515)	\$115.00/hr.
Materials Specialist (code 514)	\$85.00/hr.
Senior Technician (code 506)	\$75.00/hr.
Level IV Technician (code 504)	\$70.00/hr.
Level III Technician (code 503)	\$60.00/hr.
Level II Technician (code 502)	\$55.00/hr.
Level I Technician (code 501)	\$50.00/hr.

Specialist

Senior Specialist (code 399)	\$115.00/hr.
Project Specialist (code 299)	\$100.00/hr.
Staff Specialist II (code 351)	\$90.00/hr.
Staff Specialist I (code 271)	\$75.00/hr.
Field Assistant (code 500)	\$50.00/hr.

Project Manager

Principal Project Manager (code 001)	\$155.00/hr.
Senior Project Manager (code 112)	\$140.00/hr.
Project Manager (code 162)	\$110.00/hr.
Project Coordinator Level II (code 250)	\$95.00/hr.
Project Coordinator Level I (code 252)	\$80.00/hr.

Consultant (Roofing, Safety, etc.)

Executive Consultant (code 004)	\$315.00/hr.
Registered Consultant (code 307)	\$150.00/hr.
Principal Consultant (code 002)	\$150.00/hr.
Senior Consultant (code 311)	\$135.00/hr.
Project Consultant (code 309)	\$110.00/hr.
Staff Consultant II (code 357)	\$100.00/hr.
Staff Consultant I (code 359)	\$85.00/hr.

Surveyor

Registered/Prof. Land Surveyor II (code 604) ...	\$130.00/hr.
Registered/Prof. Land Surveyor I (code 605)	\$110.00/hr.
Surveyor, Party Chief (code 603)	\$90.00/hr.
Surveyor, Instrument Man (code 606)	\$60.00/hr.
Surveyor, Rodman (code 607)	\$50.00/hr.

Administrative

Documentarian Level II (code 797)	\$70.00
Documentarian Level I (code 798)	\$65.00
Level II Assistant (code 799)	\$60.00
Level I Assistant (code 800)	\$55.00

1.2 Other Expenses

1. Automotive mileage\$0.67/mile
2. 4-Wheel Drive.....\$0.85/mile
Mileage charges apply only to projects more than 20 miles from office.
3. Silvership Boat (includes operator)+ \$820.00/day
4. Per Diem (Meals and Lodging)\$125.00/person/day
Per Diem charge in High-Cost-of-Living areas is based upon actual cost plus 20%.
5. Photographs (reproduced within report or at client's request).....\$ 2.60 ea.
6. Color Photocopies \$3.15/page
7. Large Drawing Plots

Monochrome Linework on bond - \$1/Sq. Ft.

- Size D \$5.19/ea
- Size E \$10.39/ea
- Long Plot (140x32) \$31.11/ea.
- 2 pc Super Plot (140x60) \$58.33/ea.
- 11x17 Reduction \$1.30/ea
- Custom (Glossy 40x28)..... \$38.89/ea.

Color Image on plain bond - \$6/Sq. Ft.

- Size D \$31.17/ea
- Size E \$62.33/ea
- Long Plot (140x32) \$186.67/ea.
- 2 pc Super Plot (140x60) \$350.00/ea.
- 11x17 Reduction \$7.79/ea
- Custom (Glossy 106x36)..... \$185.50/ea.

8. Direct non-salary expense Cost Plus 15%

APPENDIX A



APPENDIX B

[illegible]



City of Hattiesburg, MS

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

Master

File Number: 2012-1360

File ID: 2012-1360

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 11/26/2012

Brief Title: Acknowledge receipt of two-bid purchase docket report for period of October 30, 2012, through November 26, 2012

Final Action:

Minute Book Number: MB2012-1/413

Title:

Acknowledge receipt of two-bid purchase docket report for period of October 30, 2012, through November 26, 2012 as provided for in Section 31-7-13(B) of the Mississippi Code of 1972.

Notes:

Sponsors:

Enactment Date:

Attachments: 12-04-Two Quote Docket.pdf

Enactment Number:

Contact:

Meeting Date: 12/04/2012

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	12/04/2012					

Text of Legislative File 2012-1360

Title

Acknowledge receipt of two-bid purchase docket report for period of October 30, 2012, through November 26, 2012 as provided for in Section 31-7-13(B) of the Mississippi Code of 1972.

Summary

Acknowledge receipt of two-bid purchase docket report for period of October 30, 2012, through November 26, 2012



City of Hattiesburg, MS

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

Master

File Number: 2012-1360



Mayor

Johnny L. DuPree, Ph.D.

Council - Ward 1
Kim Bradley

Council - Ward 2
Deborah Denard Delgado

Council - Ward 3
Carter Carroll

Council - Ward 4
Dave J. Ware, II

Council - Ward 5
Henry Naylor

MEMORANDUM

TO: Mayor and Council

FROM: Michael Pope, Purchasing Department

DATE: November 27, 2012

SUBJECT: Unadvertised Bid Docket Acknowledgment

Attached is the purchase docket for the period of October 30, 2012, through November 26, 2012 covering purchases requiring the obtaining of a minimum of two bids as defined in Section 31-7-13 (B) of the Mississippi Code.

This report is submitted for your review and acknowledgment on the minutes of the City Council. Should there be any questions, please do not hesitate to contact my office.

MAP

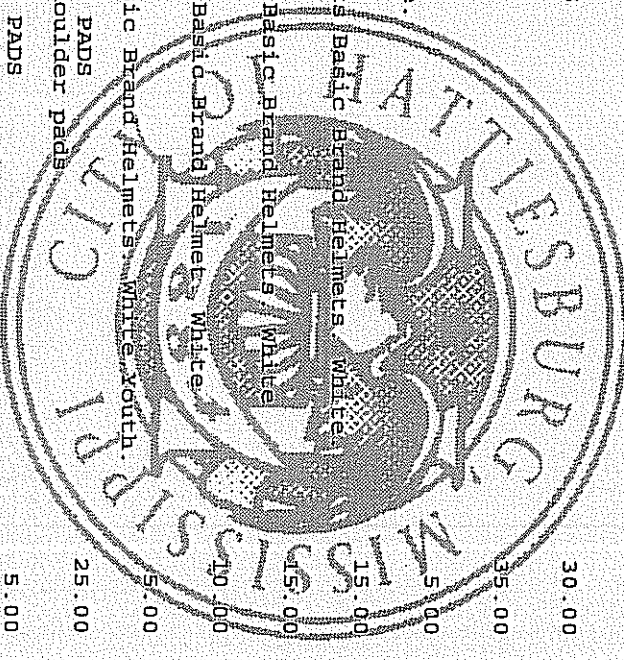
CITY OF HATTIESBURG UNADVERTISED BID PURCHASES
OCTOBER 30, 2012 - NOVEMBER 26, 2012Page 1
Date 11/27/12

SUCCESSFUL BID/ OTHER BID	BID RECEIVED	BID AWARDED	BID AMOUNT	PURCHASE ORDER	ITEM DESCRIPTION
GEORGE'S SPORTING GOODS INC (LAUREL) PLAY IT AGAIN SPORTS	10/30/12 10/30/12	10/30/12 10/30/12	9,965.75 10,495.00	128483	FOOTBALL TACKLE FOR 2012. EQUIPMENT AND UNI
EDDIE PIERSON ROOFING & REMODELING PACE ROOFING	11/07/12 11/07/12	11/07/12 11/07/12	9,613.62 11,850.00	128713	FIRE ADMINISTRATION OFFICE ROOF REPAIRS <i>Approved 11/06/12 mcting</i>
CHLORINATION & CONTROLS INC HARVEY SERVICES INC	11/13/12 11/13/12	11/13/12 11/13/12	16,910.00 18,768.50	128832	HYDRO MODEL 701 500 PPD CHLORINE VACCUM REG

VENDOR MAILING: GEORGE'S SPORTING GOODS INC 301 N 16TH AVE LAUREL MS 39440-3848	HOSKINS, MARYANN MINUTE BOOK # pending VENDOR # 00018346	(601) 5454624 SHIP TO : CITY OF HATTIESBURG PURCHASING DIVISION 220 W FRONT ST.2ND FLOOR PO BOX 1898 HATTIESBURG MS 39401
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PROJECT LINE: FOOTBALL TACKLE FOR 2012. EQUIPMENT AND UNIFORMS.

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
002315.5510	JERSEYS Youth Small. No Mesh Jersey Standard Jerseys. Color will vary based on team. Numbers on front and back of Jerseys. Team name on front. HPR Logo on sleeve.	50.00	EA	17.9500	897.50
002315.5510	JERSEYS Youth Medium.	10.00	EA	17.9500	179.50
002315.5510	JERSEYS Youth Large.	30.00	EA	17.9500	538.50
002315.5510	JERSEYS Youth XL.	35.00	EA	17.9500	628.25
002315.5510	JERSEYS Youth XXL Large.	5.00	EA	17.9500	89.75
002315.5510	HELMETS XSmall: Helmets Basic Brand Helmets. White.	15.00	EA	72.9500	1,094.25
002315.5510	HELMETS Youth Small. Basic Brand Helmets. White.	15.00	EA	72.9500	1,094.25
002315.5510	HELMETS Extra Large. Basic Brand Helmets. White.	10.00	EA	72.9500	729.50
002315.5510	HELMETS XX Large. Basic Brand Helmets. White. Youth.	5.00	EA	72.9500	364.75
002315.5510	SHOULDER PADS Small size shoulder pads	25.00	EA	39.0000	975.00
002315.5510	SHOULDER PADS Youth Med. shoulder pads.	5.00	EA	40.0000	200.00
002315.5510	SHOULDER PADS Extra large shoulder pads. Youth	20.00	EA	42.0000	840.00
002315.5510	SHOULDER PADS XX large shoulder pads. Youth.	5.00	EA	44.0000	220.00
002315.5510	PANTS	10.00	EA	10.9500	109.50



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

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

Page 2
Date 10/30/12
PO No. 128483
Req No. 1877

VENDOR MAILING:
GEORGE'S SPORTING GOODS INC
301 N 16TH AVE
LAUREL MS 39440-3848

HOSKINS, MARYANN (601) 5454624
VENDOR # 00018346

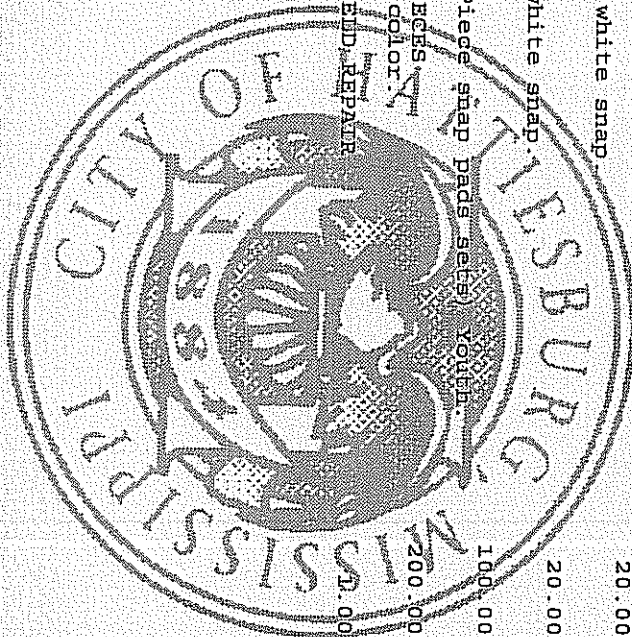
SHIP TO :
CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PROJECT LINE: FOOTBALL TACKLE FOR 2012. EQUIPMENT AND UNIFORMS.

PROCESSING CODE:

SEND METHOD 1 (601) 4284554

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
002315.5510	XLarge Pants. White Snap pants. Youth	20.00	EA	10.9500	219.00
002315.5510	PANTS XLarge White Snap pants. Youth	20.00	EA	10.9500	219.00
002315.5510	PANTS Large Youth white snap.	20.00	EA	10.9500	219.00
002315.5510	PANTS Medium Youth white snap	20.00	EA	10.9500	219.00
002315.5510	PANTS Small youth white snap.	20.00	EA	10.9500	219.00
002315.5510	LEG PADS Leg pads (7 Piece snap pads sets) youth.	100.00	EA	9.4500	945.00
002315.5510	MOUTH PIECES Clear or any color.	200.00	EA	.4500	90.00
002315.5510	YOUTH FIELD REPAIR Kit.	94.00	EA	94.0000	94.00



TOTAL CONTRACT AMOUNT NOT TO EXCEED

9,965.75

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

THIS PO NUMBER MUST APPEAR
ON ALL PACKAGES & INVOICES.

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

EDDIE R. MYERS
CITY CLERK

OCT-29-2012(MON) 12:36

U. 118:097

10/29/2012 13:00 6014284554

14361 14370.5

OCT-26-2012(FRI) 06:41

7 005;705

444

PROJECT NAME: FACILITY FOR 2002 EXHIBITION AND MEETINGS

LEG Page 17 Piece 166 (b) 7Ymich.

12516

10-15

427

Feb 26

המחלקה
המרכזית

Delivered	Expired
Value	Value

Page No. : 10/26/22
Rate :
Order Number : 1577
Date

NO. 1111 PRICES
CHEAT OF ANY COLOR.

20/10/22

200-00 B7A

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Sticks

**YOUTH STEAD REPAIR
KIL.**

10/30/17

1.00 EA

646

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5 days

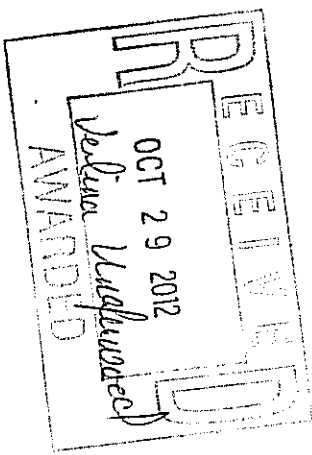
TOTAL BID PRICE 9965⁷⁵

Options Total 956575

Thanks,
John Davis

John P. Davis

10/10/10



CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPAGE NO. 1
Date 10/26/12
Order Number 1877 00PLAY IT AGAIN SPORTS
ATTN: JASON TOWNSEND
24 CROSS CREEK PKWY STE B
HATTIESBURG MS 39402-4510Mail To CITY OF HATTIESBURG
NOT APPLICABLE

PRINTED NAME

Jason Townsend

16

SIGNATURE

DATE 10/26/2012

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: FOOTBALL TACKLE FOR 2012. EQUIPMENT AND UNIFORMS.

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
JERSEYS Youth Small. No Mesh Jersey Standard Jerseys. Color will vary based on team. Numbers on front and back of Jerseys. Team name on front. HPR logo on sleeve.	10/18/12	50.00	EA	20	1000	11/5	
JERSEYS Youth Medium.	10/18/12	10.00	EA	20	200		
JERSEYS Youth Large.	10/18/12	30.00	EA	20	600		
JERSEYS Youth XL.	10/18/12	35.00	EA	20	700		
JERSEYS	10/18/12	5.00	EA	20	100		
HELMETS XSmall: Helmets Basic Brand Helmets. White.	10/18/12	15.00	EA	60	900	in stock	
HELMETS Youth Small. Basic Brand Helmets. White	10/18/12	15.00	EA	74	1110	10/31/2012	
HELMETS Extra Large. Basic Brand Helmet. White	10/18/12	10.00	EA	74	740	11/2/2012	

4538

LITX DE HAVYBURE

Page No. 2

Date 10/26/12

Order Number 1877 00

QUOTE REQUEST RESPONSE FORM

PROJECT LINE: FOOTBALL TACKLE FOR 2012. EQUIPMENT AND UNIFORMS.

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
HELMETS XX Large. Basic Brand Helmets. White, Youth.	10/18/12	5.00	EA	180	900	11/5	
SHOULDER PADS Small size shoulder pads.	10/18/12	26.00	EA	35	875	10/29	
SHOULDER PADS Youth Med. shoulder pads.	10/18/12	5.00	EA	37	185	stock	
SHOULDER PADS Extra Large shoulder pads. Youth	10/18/12	20.00	EA	41	820	stock	
SHOULDER PADS XX Large shoulder pads. Youth.	10/18/12	5.00	EA	45	225	stock	
PANTS XLarge pants. White Snap pants. Youth	10/18/12	10.00	EA	11	110	11/2	
PANTS XLarge White Snap pants. Youth	10/18/12	20.00	EA	11	220	stock	
PANTS Large Youth white snap.	10/18/12	20.00	EA	11	220	stock	
PANTS Medium Youth white snap.	10/18/12	20.00	EA	11	220	stock	
PANTS Small Youth white snap.	10/18/12	20.00	EA	11	220	stock	

QUOTE REQUEST RESPONSE FORM

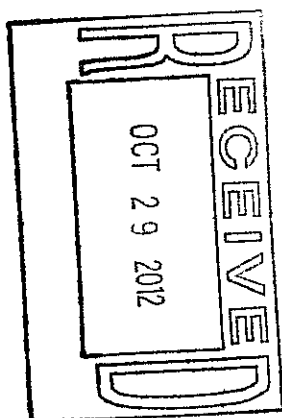
 Page No. 3
 Date 10/26/12
 Order Number 1877 CO

PROJECT LINE: FOOTBALL TRACKS FOR 2012. EQUIPMENT AND UNIFORMS.

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
LEG PADS Leg pads (7 Piece snap pads sets) Youth.	10/18/12	100.00	EA	1.50	150	Stock	
YOUTH PIECES Clear or any color.	10/18/12	200.00	EA	1.504	100	Nov 3	
YOUTH FIELD REPAIR Kit.	10/18/12	1.00	EA	100	100	Nov 2	

TOTAL BID PRICE

10,495



VENDOR MAILING:
CHLORINATION & CONTROLS INC
PO BOX 5369
BRANDON MS 39047-5369

WILLIAMS, TERESA
MINUTE BOOK # PENDING
VENDOR # 00093035

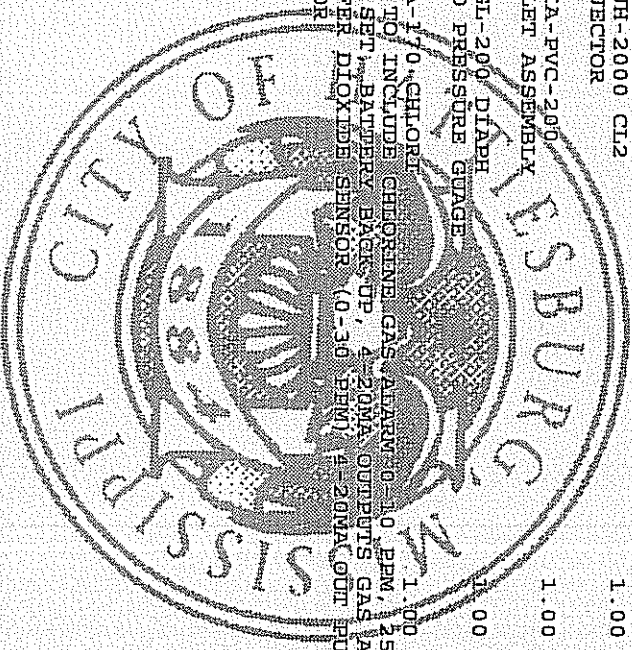
SHIP TO :
CITY OF HATTIESBURG
WATER PLANT #2
900 JAMES STREET
HATTIESBURG MS 39401

PROJECT LINE: HYDRO MODEL 701 500 PPD CHLORINE VACUUM REGULATOR

PROCESSING CODE:

SEND METHOD 1 (601)8252202

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
009677.5495	HYDRO MODEL 701 500 PPD CHLORINE VACUUM REGULATOR	4.00	EA	1,900.0000	7,600.00
009677.5495	HYDRO WPOV-110 WALL PANEL OMNI VALVE, 1000 PPD CHLORINE TO INCLUDE FLOWMETER AND BYPASS ARRANGEMENT	1.00	EA	4,700.0000	4,700.00
009677.5495	HYDRO ECH-2000 CL2 2" FLANGED EJECTOR	1.00	EA	1,500.0000	1,500.00
009677.5495	HYDRO WTA-PVC-200 PVC WATER INLET ASSEMBLY	1.00	EA	400.0000	400.00
009677.5495	HYDRO PGL-200 DIAPH RAM PROTECTED PRESSURE GAUGE	1.00	EA	300.0000	300.00
009677.5495	HYDRO GA-1/0 CHLORINE NE GAS ALARM TO INCLUDE CHLORINE GAS ALARM-0-10 PPM, 1.5' SENSOR CABLE SET, BATTERY BACK UP, 4-20MA OUTPUTS GAS ALARM OPTIONS: SULFUR DIOXIDE SENSOR (0-36 PPM) 4-20MA OUT PUT FOR SO2 SENSOR	1.00	EA	2,410.0000	2,410.00



TOTAL CONTRACT AMOUNT NOT TO EXCEED

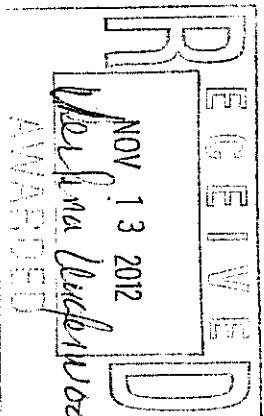
16,910.00

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

THIS PO NUMBER MUST APPEAR
ON ALL PACKAGES & INVOICES.

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

EDDIE R. MYERS
CITY CLERK



43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

HARVEY SERVICES INC
8879 HIGHWAY 80
MORTON MS 39117-8140

Mail To.

CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number . . 601 5454512

PRINTED NAME

Harvey Services Inc

SIGNATURE

Terrel Harvey

DATE 11-7-12

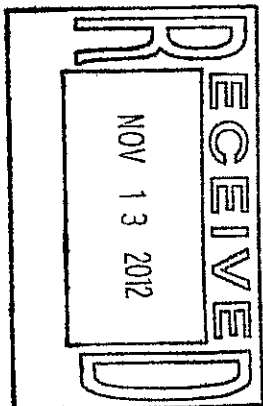
Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: HYDRO MODEL 701 500 PPD CHLORINE VACUUM REGULATOR

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
HYDRO WPOV-110 WALL PANEL ORNI VALVE, 1000 PPD CHLORINE TO INCLUDE FLOWMETER AND BYPASS ARRANGEMENT	11/05/12	1.00	EA	5150 ⁰⁰	5150 ⁰⁰	4 to 6 weeks	
HYDRO E2H-2000 CL2 2" FLANGED EJECTOR	11/05/12	1.00	EA	1675 ⁰⁰	1675 ⁰⁰	()	
HYDRO WIA-PVC-200 PVC WATER INLET ASSEMBLY	11/05/12	1.00	BA	4335 ⁰⁰	4335 ⁰⁰	()	
HYDRO PGL-200 DIAPH RAM PROTECTED PRESSURE GUAGE	11/05/12	1.00	EA	335 ⁰⁰	335 ⁰⁰	()	
HYDRO GA-170 CHLORINE NE GAS ALARM TO INCLUDE CHLORINE GAS ALARM 0-10 PPM, 25. SENSOR CABLE SET, BATTERY BACK UP, 4-20MA OUTPUTS GAS ALARM OPTIONS: SOLER DIOXIDE SENSOR (0-10 PPM) 4-20MA OUT PUT FOR SO2 SENSOR	11/05/12	1.00	EA	2575 ⁰⁰	2575 ⁰⁰	()	

TOTAL BID PRICE

18768⁵⁰





City of Hattiesburg, MS

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

Master

File Number: 2012-1348

File ID: 2012-1348

Type: Regular Agenda Item

Status: Agenda Ready

Version: 2

Reference:

In Control: City Council

File Created: 11/12/2012

Brief Title: Dixie Pipeline Donation 2012

Final Action:

Minute Book Number: MB2012-1/413

Title:

Acknowledge donation from Dixie Pipeline Company LLC, in the amount of Two Hundred Seventy-Five dollars and zero cents (\$275.00) to the City of Hattiesburg Fire Department to be placed in the Municipal Fire Protection fund to purchase fire protection equipment, etc.

Notes:

Sponsors:

Enactment Date:

Attachments: Dixie Pipeline Donation 2012

Enactment Number:

Contact:

Meeting Date: 12/03/2012

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	12/04/2012					

Text of Legislative File 2012-1348

Title

Acknowledge donation from Dixie Pipeline Company LLC, in the amount of Two Hundred Seventy-Five dollars and zero cents (\$275.00) to the City of Hattiesburg Fire Department to be placed in the Municipal Fire Protection fund to purchase fire protection equipment, etc.

Summary

Budget Information

Expenditure Type

Donation

Purchasing Item

Publication Information

October 13, 2012

*** VOID AFTER 180 DAYS ***

*****275 DOLLARS AND 00 CENTS

PAY
TO THE
ORDER OF:

CITY OF HATTIESBURG MS
FIRE DEPT
810 N MAIN ST
HATTIESBURG, MS 39401

CHECK AMOUNT
\$275.00



Wendy McCull
AUTHORIZED SIGNATURE

⑈ 101591 ⑈ ⑈ 041203824⑈ 950011192⑈

No. 51352
11/13/12

City of Hattiesburg

275.00

RECEIVED FROM ENTERPRISE PRODUCTS
TWO HUNDRED SEVENTY FIVE AND 00/100 ***** DOLLARS
Check - Number 101591 275.00

ACCOUNT OF DONATION

005005.3469

FOR CREDIT OF: C/005 H'burg Mun. Fire Protection

[Signature]
Deputy Tax Collector



City of Hattiesburg, MS

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

Master

File Number: 2012-1361

File ID: 2012-1361

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 11/26/2012

Brief Title: Acknowledge Receipt of Bids for Term Bid Item #36 - Asphalt (Hot Mix) and Sand Asphalt for the Public Services Department and accept the bids as per recommendation

Final Action:

Minute Book Number: MB2012-1/413

Title:

Acknowledge Receipt of Bids on November 15, 2012 for Term Bid Item #36 - Asphalt (Hot Mix) and Sand Asphalt for the Public Services Department and accept the bids as per recommendation as the lowest and best bids received that meet the City's advertised specifications.

Notes:

Sponsors:

Enactment Date:

Attachments: 12-04-Accept PS Term Bid #36.pdf

Enactment Number:

Contact:

Meeting Date: 12/04/2012

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	12/04/2012					

Text of Legislative File 2012-1361

Title

Acknowledge Receipt of Bids on November 15, 2012 for Term Bid Item #36 - Asphalt (Hot Mix) and Sand Asphalt for the Public Services Department and accept the bids as per recommendation as the lowest and best bids received that meet the City's advertised specifications.

Summary

Acknowledge Receipt of Bids for Term Bid Item #36 - Asphalt (Hot Mix) and Sand Asphalt for the Public Services Department and accept the bids as per recommendation



Mayor

Johnny L. DuPree, Ph.D.

Council - Ward 1

Kim Bradley

Council - Ward 2

Deborah Denard Delgado

Council - Ward 3

Carter Carroll

Council - Ward 4

Dave J. Ware, II

Council - Ward 5

Henry Naylor

MEMORANDUM

TO: Mayor and Council

FROM: Verlina Underwood, Purchasing Manager

DATE: November 27, 2012

SUBJECT: Term Bids

After review of the bids received from various vendors on November 15, 2012 for purchases of commodities required in the operation of various departments, it is my recommendation that the following actions be taken in acceptance of bids for the following item:

Item # 36 - Asphalt (Hot Mix) and Sand Asphalt - Accept the bid of Warren Paving as the primary vendor and Dunn Roadbuilders as the alternate.

Should you have any questions concerning this recommendation, please contact my office.

**ITEM #36 - ASPHALT (HOT MIX) AND SAND ASPHALT FOR THE PUBLIC SERVICES
DEPARTMENT {SIX (6) MONTH BID}**

BID TABULATION

ITEMS	WARREN PAVING	DUNN ROADBUILDERS
<u>"AT THE PLANT" BASIS</u>		
HOT MIX ASPHALT BITUMINOUS BASE	50.60	57.45
HOT MIX ASPHALT LEVELING	53.90	59.10
HOT MIX ASPHALT BINDER	51.50	59.10
HOT MIX ASPHALT SURFACE (SC-1)	60.60	68.80
HOT MIX ASPHALT SURFACE (SC-2)	61.40	72.55
HOT MIX ASPHALT SURFACE CONTRACTORS MIX	60.00	62.45
HOT MIX ASPHALT SAND MIX, MSHD (SC-4)	55.50	68.55
EA-4, FOR TACK	6.50	5.00
TOTAL BID PRICE	400.00	453.00



CONTRACTORS & ENGINEERS

POST OFFICE BOX 572
HATTIESBURG, MISSISSIPPI 39403
TELEPHONE (601) 544-7811 • FAX (601) 544-2005

POST OFFICE BOX 2545
GULFPORT, MISSISSIPPI 39503
TELEPHONE (228) 896-8003 • FAX (228) 896-8155

DATE: November 15, 2012

RE: Asphalt Term Bid, Item # 36

To Honorable Mayor and Board of Aldermen:

We appreciate the opportunity to quote the asphalt term bid and we look forward to serving you Hot Mix Asphalt needs. The prices provided are for a period of six (6) months and will be subject to the fuel and material adjustments as per the 2004 edition of the Mississippi Department of Transportation "Standard Specifications for Road and Bridge Construction," Section 109.07 of said Specifications, as of purchase order date. Current bid prices provided are based on the November 2012 Index for PG 67-22 asphalt cement.

Sincerely,

WARREN PAVING, INC.


Jeremy Patterson

FILED

NOV 15 2012

EDDIE R. MYERS, CITY CLERK
By 
Deputy Clerk

November 9, 2012

In accordance with Senate Bill No. 2241 of the Mississippi Legislature Regular Session 1981, the industry wide current petroleum products base prices for contracts to be let in November 2012 are furnished as follows.

FUELS

	<u>Per Gallon</u>	<u>Per Liter</u>
Gasoline	\$2.9606	\$0.7821
Diesel	\$3.4887	\$0.9216

MATERIALS OF CONSTRUCTION

<u>ASPHALT CEMENT</u>	<u>Per Gallon</u>	<u>Per Ton</u>	<u>Per Liter</u>	<u>Per Metric Ton</u>
Viscosity Grade AC-5	\$2.5206	\$598.00	\$0.6659	\$659.17
Viscosity Grade AC-10	\$2.5325	\$600.83	\$0.6690	\$662.29
Viscosity Grade AC-20	\$2.4939	\$591.67	\$0.6588	\$652.19
Viscosity Grade AC-30	\$2.4798	\$588.33	\$0.6551	\$648.51
Grade PG-64-22	\$2.4939	\$591.67	\$0.6588	\$652.19
Grade PG-67-22	\$2.4471	\$580.57	\$0.6465	\$639.96
Grade PG-76-22	\$3.1184	\$739.83	\$0.8238	\$815.51
Grade PG-82-22	\$3.3035	\$783.75	\$0.8727	\$863.92
<u>EMULSIFIED ASPHALTS, PRIMES, & TACK COATS</u>				
Grade SS-1	\$2.3340		\$0.6166	
Grade RS-2C (CRS-2)	\$2.3119		\$0.6107	
Grade CRS-2P	\$2.6094		\$0.6893	
Grade EA-1, EPR-1, & AE-P	\$3.0809		\$0.8139	
Grade MC-70	\$4.1069		\$0.8139	
Grade CSS-1 & 1H (Undiluted)	\$2.4440		\$0.6456	
Grade CSS-1 & 1H (Diluted 1 to 1 Fog Seal)	\$1.7250		\$0.4557	

RICHARD CHISOLM, P.E.
STATE CONSTRUCTION ENGINEER

RC: tmb

ITEM #36 - ASPHALT (HOT MIX) AND SAND ASPHALT FOR THE PUBLIC SERVICES
DEPARTMENT {SIX (6) MONTH BID}

ITEMS	"AT THE PLANT" UNIT BID PRICE
HOT MIX ASPHALT BITUMINOUS BASE	\$50.60 TON
HOT MIX ASPHALT LEVELING	\$53.90 TON
HOT MIX ASPHALT BINDER	\$51.50 TON
HOT MIX ASPHALT SURFACE (SC-1)	\$60.60 TON
HOT MIX ASPHALT SURFACE (SC-2)	\$61.40 TON
HOT MIX ASPHALT SURFACE CONTRACTORS MIX	\$60.00 TON
HOT MIX ASPHALT SAND MIX, MSHD (SC-4)	\$55.50 TON
EA-4, FOR TACK	\$6.50 GAL
TOTAL	\$400.00

FILED

NOV 15 2012

EDDIE RAMMERS, CITY CLERK
By *[Signature]*
Deputy Clerk

Warner Buving, Inc.
NAME OF COMPANY

P.O. Box 572
STREET/P.O. ADDRESS

Hallsville, MS 39403
CITY, STATE & ZIP CODE

(601) 544-7811 Fax: (601) 544-2005
PHONE NUMBER & FAX NUMBER

November 15, 2012
DATE OF BID

Jeremy Patterson, Estimator
OFFICIAL'S NAME & TITLE

[Signature]
OFFICIAL'S SIGNATURE



November 15, 2012

RE: Term Contracts

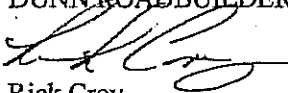
Dear City Officials:

Dunn Roadbuilders, LLC is pleased to have the opportunity to perform term contract work for City of Hattiesburg. We are committed to give the City fair and competitive prices and, if selected, to satisfy your orders in a timely and efficient manner. **Due to the volatility of the price of petroleum products we are submitting this quote using the Office of State Aid Road Construction fuel and material index. All Prices for materials and work will be calculated in the month the work is actually performed. These prices will be determined on the fifteenth of each month**

Price is also affected by how much work we are requested to do and how that work is spread out over the year. For example, we do not expect the City to hold its orders until the end of the year when, because of weather and other factors, the work is more difficult, more time-consuming, and more expensive. Therefore, our quotation for a term contract assumes that the City will issue its orders sufficiently in advance to Dunn Roadbuilders to perform the work with normal production so that it can be accomplished well before the end of the term.

We trust you appreciate that these clarifications are necessary for us to give the City the most favorable pricing we can. Any quotation we provide to the City will therefore be subject to the qualifications stated in this letter. If the City's orders are inconsistent with the understandings stated above, Dunn Roadbuilders, LLC reserves the right either to perform with an appropriate adjustment in contract price and/or contract time or not to perform. We will assume that any order placed by the City will be an acceptance by the City of these conditions unless specifically agreed otherwise in writing.

Sincerely,
DUNN ROADBUILDERS, LLC



Rick Croy
Manager
QAQC, Materials, Plants

Page 3

ITEM #36 - ASPHALT (HOT MIX) AND SAND ASPHALT FOR THE PUBLIC SERVICES
DEPARTMENT (SIX (6) MONTH BID)

ITEMS	"AT THE PLANT" UNIT BID PRICE
HOT MIX ASPHALT BITUMINOUS BASE	57.45 TON
HOT MIX ASPHALT LEVELING	59.10 TON
HOT MIX ASPHALT BINDER	59.10 TON
HOT MIX ASPHALT SURFACE (SC-1)	68.80 TON
HOT MIX ASPHALT SURFACE (SC-2)	72.55 TON
HOT MIX ASPHALT SURFACE CONTRACTORS MIX	62.45 TON
HOT MIX ASPHALT SAND MIX, MSHD (SC-4)	68.55 TON
EA-4, FOR TACK	5.00 GAL
TOTAL	453.00

Dunn Roadbuilders, L.L.C.
NAME OF COMPANY

P.O. BOX 6560

STREET/P.O. ADDRESS

Laurel, MS 39441

CITY, STATE & ZIP CODE

601-649-4111/601-425-4644

PHONE NUMBER & FAX NUMBER

November 15, 2012

DATE OF BID

Rick Croy/QCQA Materials Manager
OFFICIAL'S NAME & TITLE

[Signature]
OFFICIAL'S SIGNATURE

Certificate of Responsibility NO. 00009

FILED

NOV 15 2012

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

November 9, 2012

In accordance with Senate Bill No. 2241 of the Mississippi Legislature Regular Session 1981, the industry wide current petroleum products base prices for contracts to be let in November 2012 are furnished as follows.

FUELS

	<u>Per Gallon</u>	<u>Per Liter</u>
Gasoline	\$2.9606	
Diesel	\$3.4887	

MATERIALS OF CONSTRUCTION

<u>ASPHALT CEMENT</u>	<u>Per Gallon</u>	<u>Per Ton</u>	<u>Per Liter</u>	<u>Per Metric Ton</u>
Viscosity Grade AC-5		\$598.00		
Viscosity Grade AC-10		\$600.83		
Viscosity Grade AC-20		\$591.67		
Viscosity Grade AC-30		\$588.33		
Grade PG-64-22		\$591.67		
Grade PG-67-22		\$580.57		
Grade PG-76-22		\$739.83		
Grade PG-82-22		\$783.75		

EMULSIFIED ASPHALTS, PRIMES, & TACK COATS

Grade SS-1	\$2.3340
Grade RS-2C (CRS-2)	\$2.3119
Grade CRS-2P	\$2.6094
Grade EA-1, EPR-1, & AE-P	\$3.0809
Grade MC-70	\$4.1069
Grade CSS-1 & 1H (Undiluted)	\$2.4440
Grade CSS-1 & 1H (Diluted 1 to 1 Fog Seal)	\$1.7250

RICHARD CHISOLM, P.E.
STATE CONSTRUCTION ENGINEER

RC: tmb



City of Hattiesburg, MS

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

Master

File Number: 2012-1356

File ID: 2012-1356

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 11/15/2012

Brief Title: Acknowledge bids for COMSWIP Sewer IV and award to Suncoast Infrastructure, Inc.

Final Action:

Minute Book Number: MB2012-1/413

Title:

Acknowledge bids received November 8, 2012 for the Comprehensive Sewer and Water Investment Project (COMSWIP) Sewer Phase IV, and award contract to Suncoast Infrastructure, Inc. in the amount of \$509,240.00 as the lowest and best bid; authorize Mayor to execute contract for same upon preparation.

Notes:

Sponsors:

Enactment Date:

Attachments: Bid Tab

Enactment Number:

Contact:

Meeting Date: 12/04/2012

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	12/04/2012					

Text of Legislative File 2012-1356

Title

Acknowledge bids received November 8, 2012 for the Comprehensive Sewer and Water Investment Project (COMSWIP) Sewer Phase IV, and award contract to Suncoast Infrastructure, Inc. in the amount of \$509,240.00 as the lowest and best bid; authorize Mayor to execute contract for same upon preparation.

Summary

Acknowledge bids received November 8, 2012 for the Comprehensive Sewer and Water Investment Project (COMSWIP) Sewer Phase IV, and award contract to Suncoast Infrastructure, Inc. in the amount of \$509,240.00 as the lowest and best bid; authorize

Mayor to execute contract for same upon preparation.

Budget Information

094695.7220.51

\$509,240.00

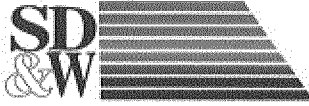
Expenditure Type

Water/Sewer Bond

Purchasing Item

Sealed Bid

Publication Information



SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS

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

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

PAUL J. SHOWS (1996)

November 8, 2012

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

Attn: Bert Kuyrkendall

Re: Comprehensive Sewer Improvements Phase IV
City of Hattiesburg

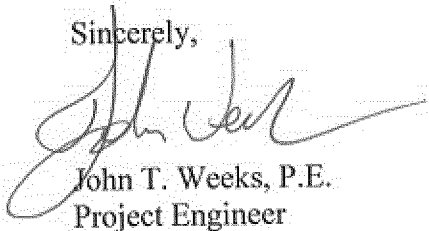
Bert:

I have certified the enclosed bid tabulation that represents all bids that were received and opened at 10:00 a.m. on November 8, 2012 for the above referenced project.

I recommend award to the lowest bidder, Suncoast Infrastructure, Inc., in the amount of Five-Hundred and Nine Thousand, Two-Hundred and Forty dollars and no cents (\$509,240.00).

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

Sincerely,



John T. Weeks, P.E.
Project Engineer

/rs

Enclosure

BID TAB

November 8, 2012

Project: Comprehensive Sewer Improvements Phase IV

Suncoast Infrastructure, Inc.

P.O. Box 397

Florence, MS 39073

Instituform Technologies, LLC

17988 Edison Avenue

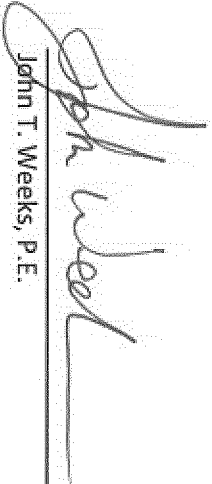
Chesterfield, MO 63005

Project No. 1273-S004

BASE BID

Item No.	Item Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount
1	6" CIPP	1,057	Lin. Ft.	\$18.00	\$19,026.00	\$32.50	\$34,352.50
2	8" CIPP	5,330	Lin. Ft.	\$22.00	\$117,260.00	\$30.50	\$162,565.00
3	Remove and Replace Service Lateral	700	Lin. Ft.	\$23.00	\$16,100.00	\$30.00	\$21,000.00
4	CIPP Service Lateral	2,100	Lin. Ft.	\$135.00	\$283,500.00	\$110.00	\$231,000.00
5	Cleanout Assembly	112	Each	\$100.00	\$11,200.00	\$400.00	\$44,800.00
6	Point Repair	1	Each	\$3,000.00	\$3,000.00	\$4,000.00	\$4,000.00
7	Manhole Replacement	1	Each	\$2,500.00	\$2,500.00	\$3,300.00	\$3,300.00
8	Manhole Rehabilitation	95	Ver. Ft.	\$240.00	\$22,800.00	\$255.00	\$24,225.00
9	Mobilization	100%	Lump Sum	\$25,439.00	\$25,439.00	\$15,000.00	\$15,000.00
10	Road Repair	187	S.Y.	\$45.00	\$8,415.00	\$42.00	\$7,854.00
Bid Total:					\$509,240.00		\$548,096.50

This is to certify that I have checked the tabulation of the bids received by the City of Hattiesburg on November 8, 2012 at 10:00 a.m., and that said tabulation is true and correct to the best of my belief.


John T. Weeks, P.E.



City of Hattiesburg, MS

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

Master

File Number: 2012-1366

File ID: 2012-1366

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 11/23/2012

Brief Title: Approve plans and specifications for James Street Water Plant Well No. 3 Project No. R-110-205-02-GZ; Authorize advertisement for bids for same.

Final Action:

Minute Book Number: MB2012-1/413

Title:

Approve plans and specifications for James Street Water Plant Well No. 3 Project No. R-110-205-02-GZ; Authorize advertisement for bids for same.

Notes: Bid Opening 01/10/13

Sponsors:

Enactment Date:

Attachments: 1237C_Well_3_Plans_2012-11-27[1], 1237C_Specs[1], 1237C_ADVERTISEMENT FOR BIDS

Enactment Number:

Contact:

Meeting Date: 12/04/2012

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	12/04/2012					

Text of Legislative File 2012-1366

Title

Approve plans and specifications for James Street Water Plant Well No. 3 Project No. R-110-205-02-GZ; Authorize advertisement for bids for same.

Summary

Approve plans and specifications for James Street Water Plant Well No. 3 Project No. R-110-205-02-GZ; Authorize advertisement for bids for same.

Budget Information

Expenditure Type

Purchasing Item

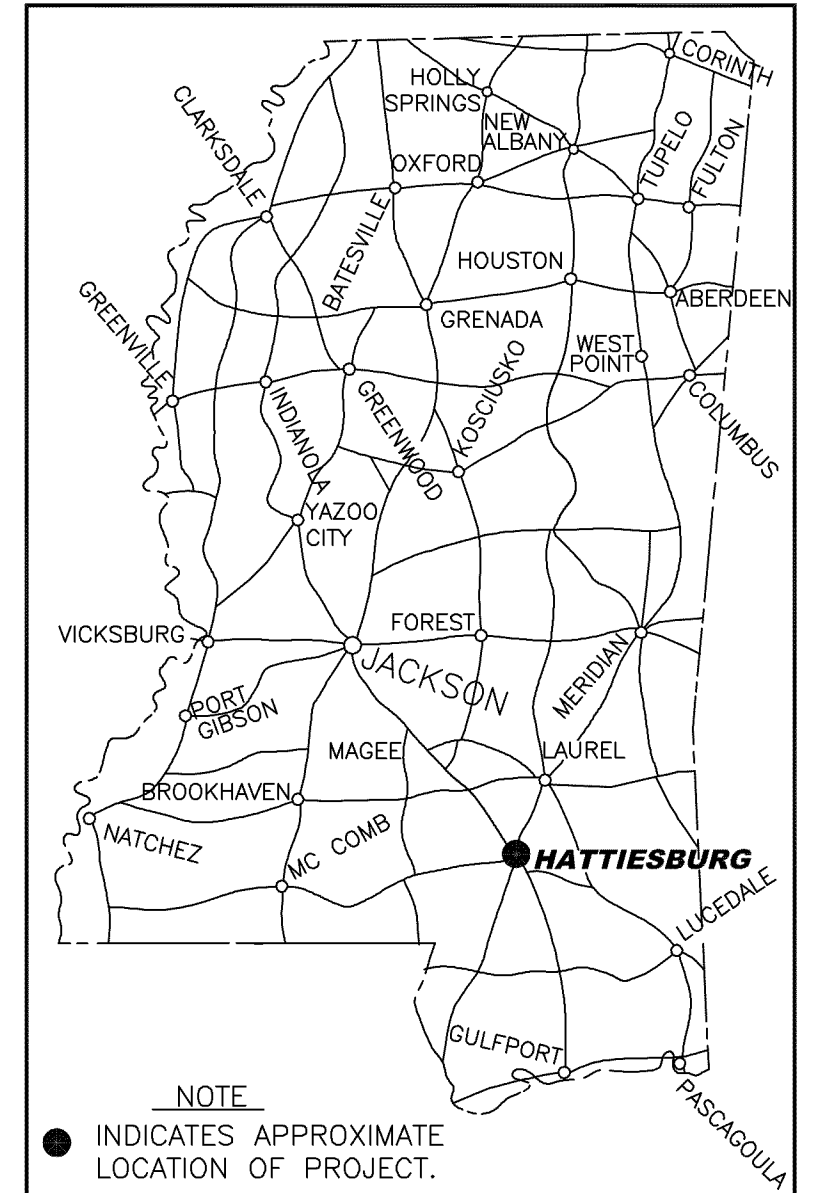
Publication Information

Hattiesburg American and Clarion Ledger
12/7/12 and 12/14/12

CONSTRUCTION PLANS
FOR
1500 GPM WATER WELL
LOCATED AT
WATER PLANT #2
WATER WELL #3
FOR THE
CITY OF HATTIESBURG
FORREST COUNTY
MISSISSIPPI

KCDBG PROJECT NO. R-110-205-02-GZ

SEPTEMBER 2012



SHEET INDEX	
SHEET No.	DESCRIPTION
1	TITLE SHEET
2	VICINITY MAP AND PLAN SHEET
3	WATER INSTALLATION DETAILS
4	WATER INSTALLATION DETAILS
5	EROSION CONTROL DETAILS

MAYOR

Johnny DuPree

COUNCIL PERSONS

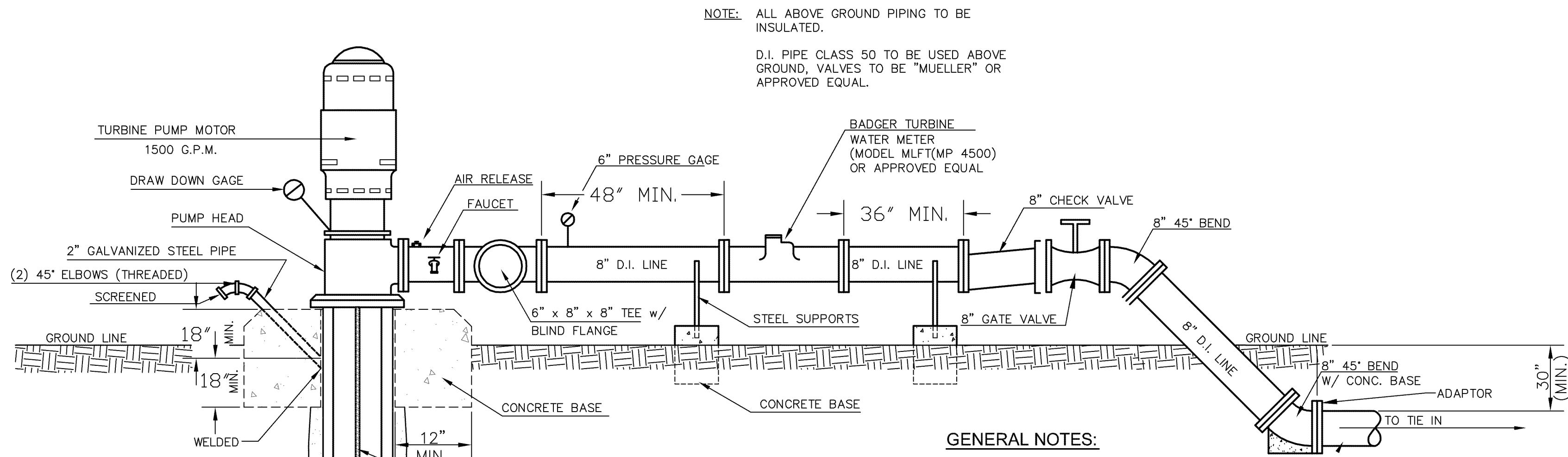
Kim Bradley, President
Carter Carroll
Deborah Denard Delgado
Dave Ware
Henry E. Naylor

DIRECTOR OF ENGINEERING

Bert Kuyrkendall, P.E.

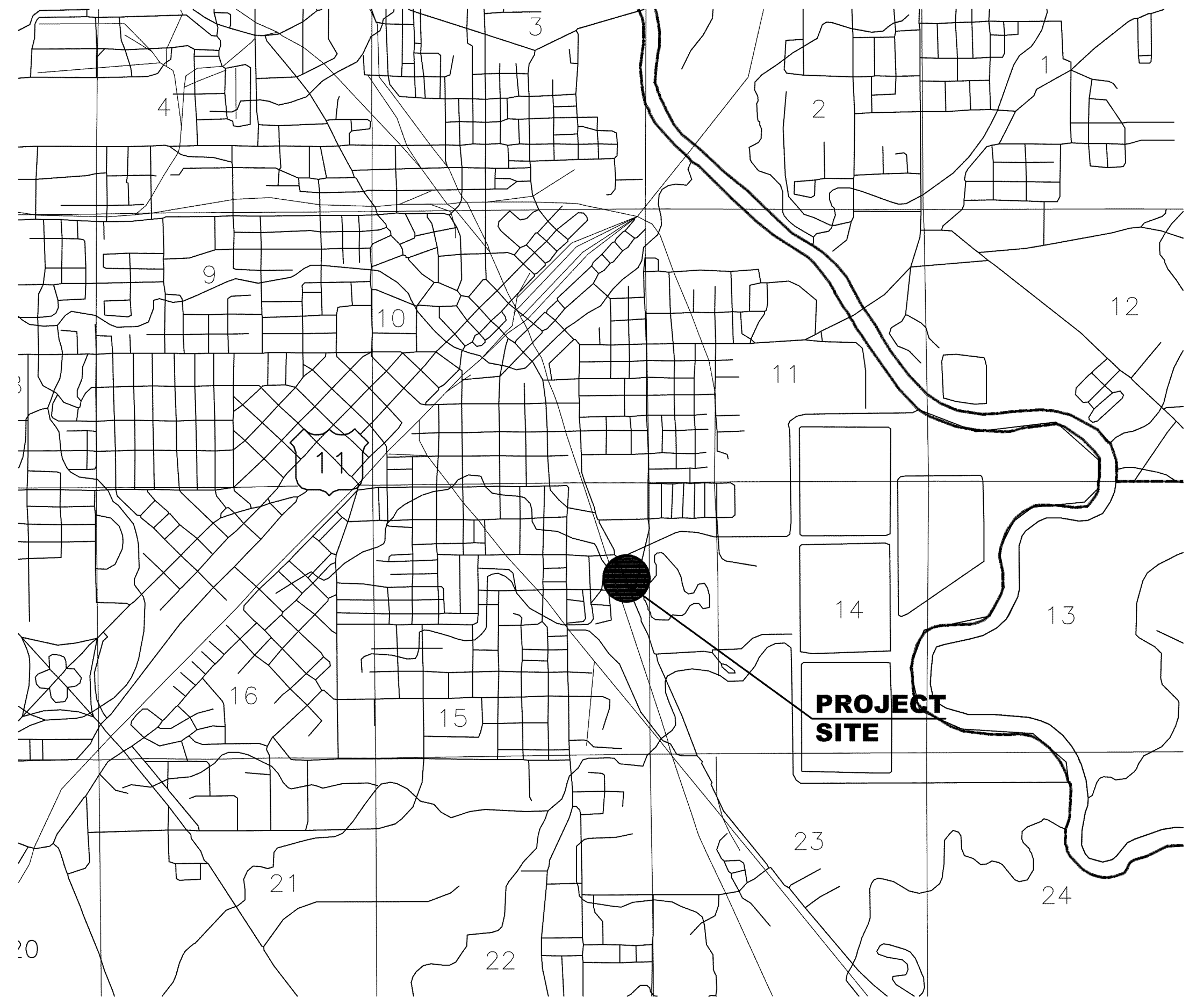
PREPARED BY:

SD & W
SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS
P.O. BOX 1711
301 SECOND AVENUE
HATTIESBURG, MISSISSIPPI, 39403-1711
HTTP://WWW.SD-W.COM
P: (601) 544 - 1821
F: (601) 544 - 0501

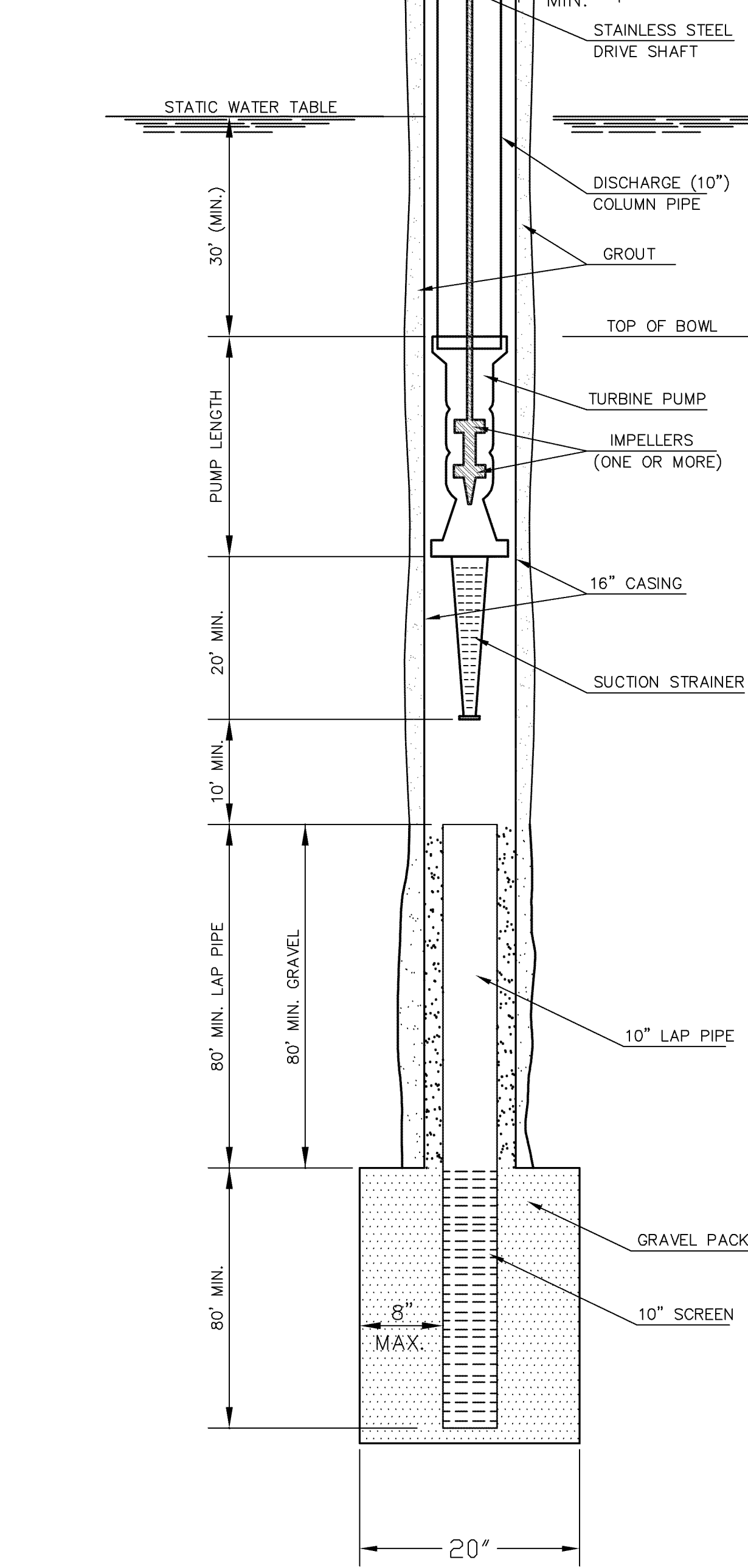


GENERAL NOTES:

- EXISTING WELL #3 TO BE ABANDONED BY FILLING WITH GROUT INTRODUCED AT THE BOTTOM AND PUMPED TO THE GROUND SURFACE IN ONE CONTINUOUS OPERATION AS SPECIFIED BY THE MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY (MSDEQ) GUIDELINES.
- CONTRACTOR SHALL RELOCATE EXISTING 3-PHASE UNDERGROUND ELECTRICAL SERVICE TO THE NEW WELL LOCATION. WIRE SHALL BE PULLED THROUGH A PROPERLY SIZED CONDUIT RATED FOR BURIAL.
- NO TEST WELL WILL BE REQUIRED FOR THE PROJECT. CONTRACTOR SHALL KEEP AND SUBMIT DRILLING LOG AT THE COMPLETION OF THE WELL DRILLING OPERATIONS.
- OWNER SHALL RETAIL ALL SALVAGABLE MATERIALS FROM THE EXISTING WELL. ANY MATERIAL IN CONFLICT WITH THE CONSTRUCTION REQUIRED TO CLOSE THE EXISTING WELL SHALL BE REMOVED AND STORED IN A LOCATION AS DESIGNATED BY THE ENGINEER.
- WATERMAIN SHALL HAVE A MINIMUM OF 30" COVER.

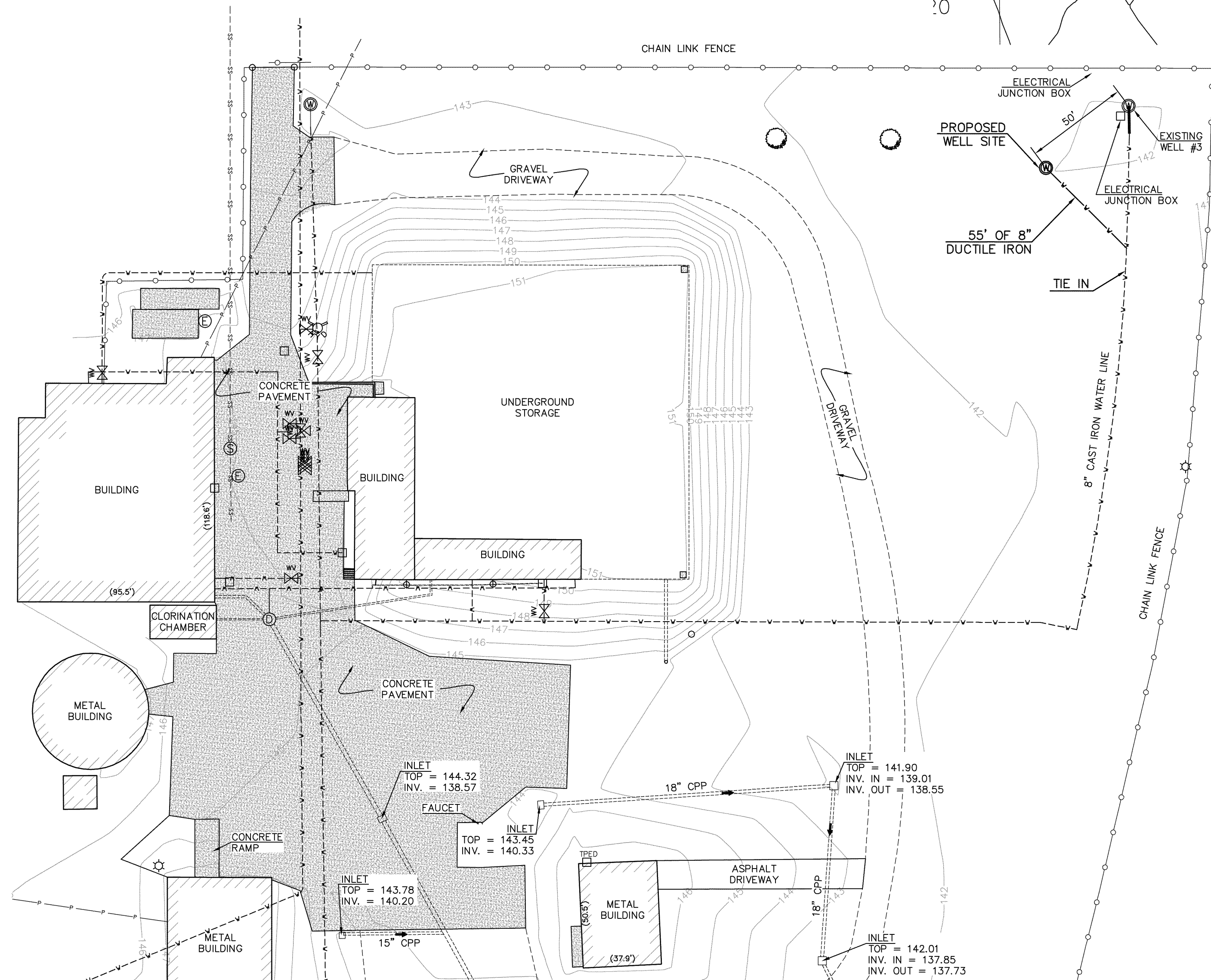


VICINITY MAP



WELL DETAIL

N.T.S.



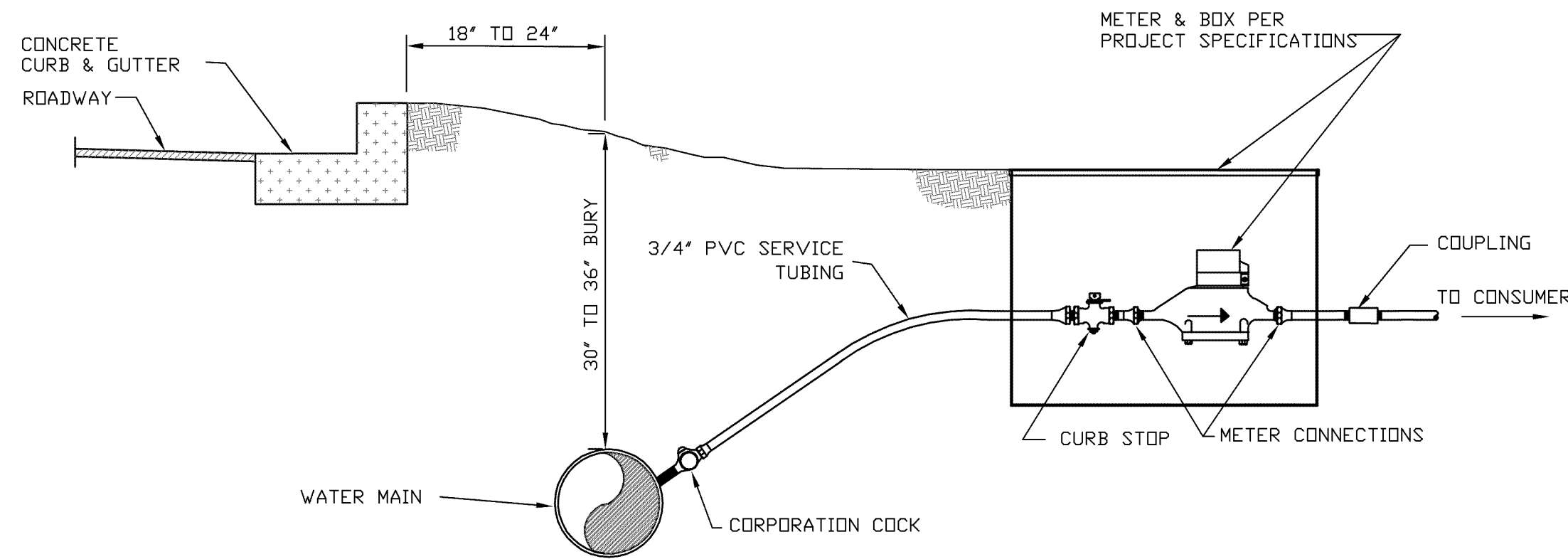
PLAN LOCATION

LEGEND:

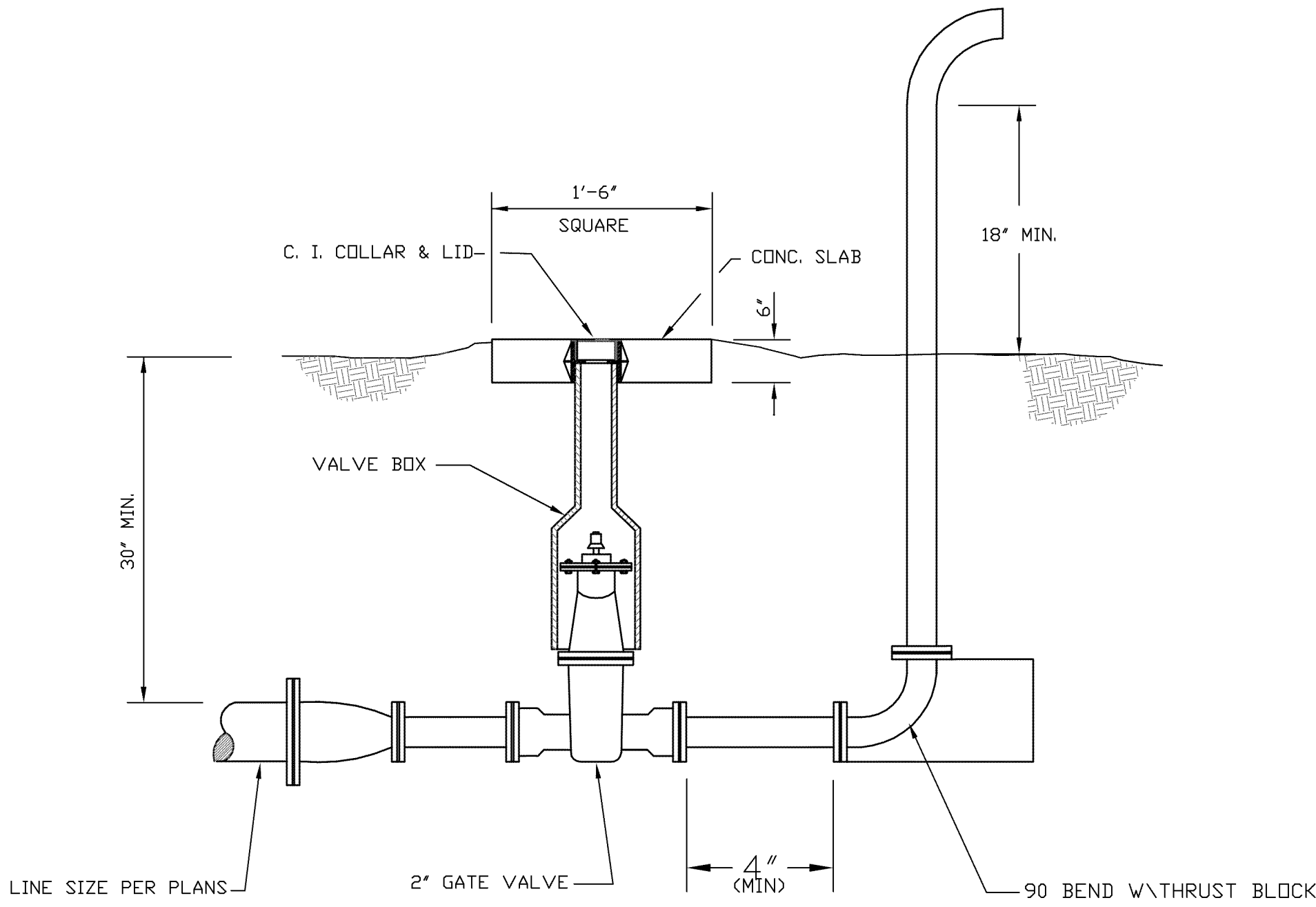
- CPP - CORRUGATED PLASTIC PIPE
- CONTOUR (1' INTERVAL)
- FIRE HYDRANT
- FL - FLOW LINE
- GAS METER
- LIGHT POLE
- POWER LINE (UNDERGROUND)
- POWER LINE (OVERHEAD)
- RCP - REINFORCED CONCRETE PIPE
- SS - SANITARY SEWER LINE
- TELEPHONE PEDESTAL
- UTILITY POLE
- WATER LINE (ABOVE GROUND)
- WATER LINE (UNDERGROUND)
- WATER METER
- WATER VALVE

NO.	DATE	DESCRIPTION	BY
VICINITY MAP AND PLAN			
1500 GPM WATER WELL #3			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
 SHOWS, DEARMAN & WAITS, INC. CONSULTING ENGINEERS			
		P.O. BOX 1711 HATTIESBURG, MISSISSIPPI 39403-1711 301 SECOND AVENUE HATTIESBURG, MISSISSIPPI 39401 HTTP://WWW.SD-W.COM P: (601) 544-1821 F: (601) 544-0591	
Drawn by: JWR		Checked by: NMC	
Date: 09/25/12		Scale: 1" = 40'	
Drawing No.: 1237C		Sheet No. 2	

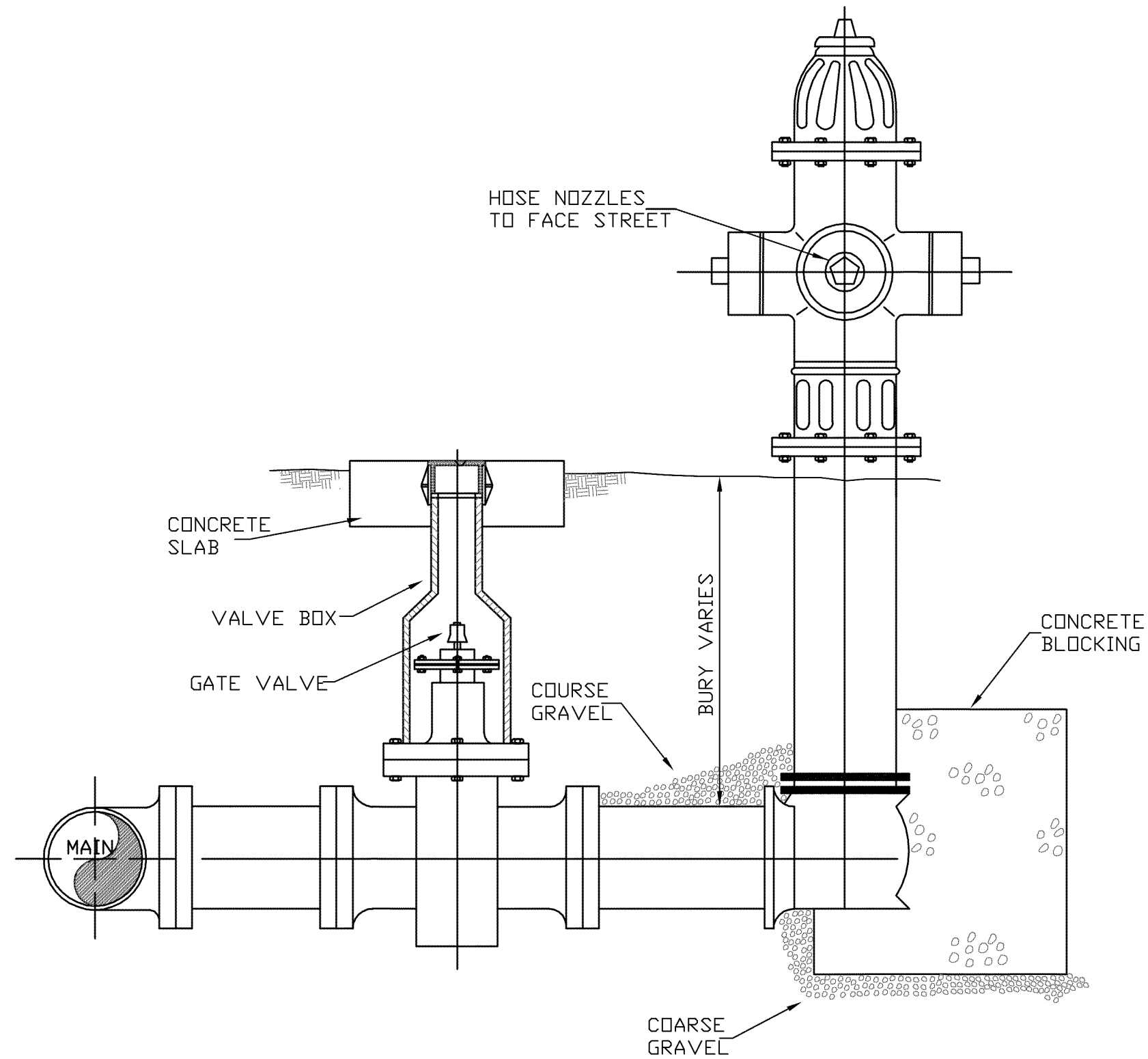
G:\PROJECTS\Hattiesburg_City of 1237C - James Street WTP Well #3\1237C.dwg, 3/11/27/2012 2:03:36 PM



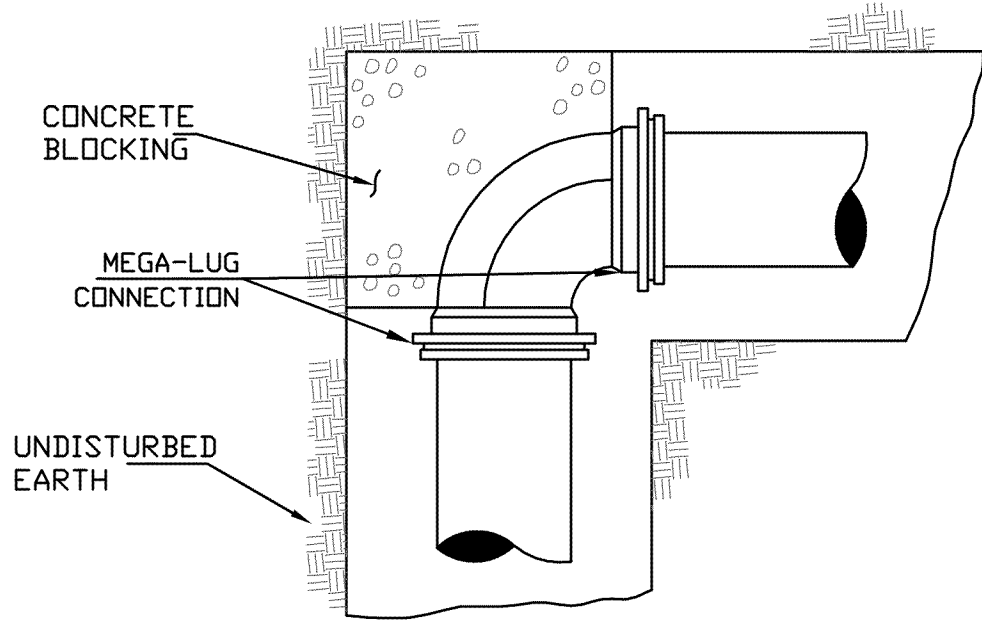
TYPICAL METER SETTING WITHOUT YOKE



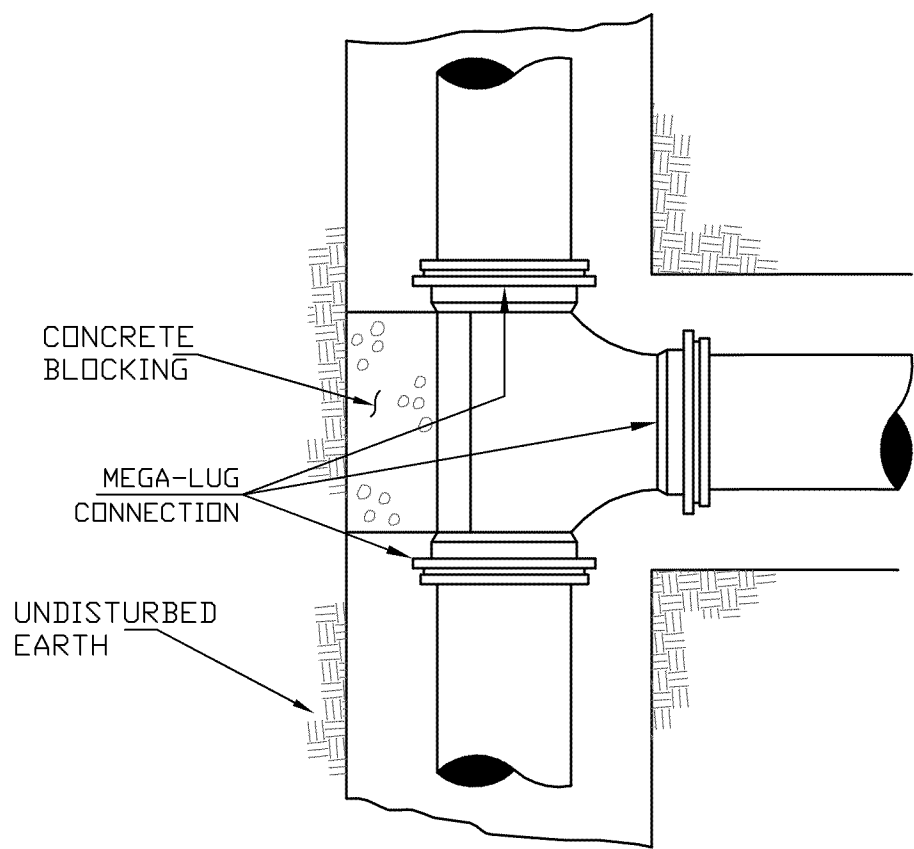
BLOW-OFF VALVE DETAIL



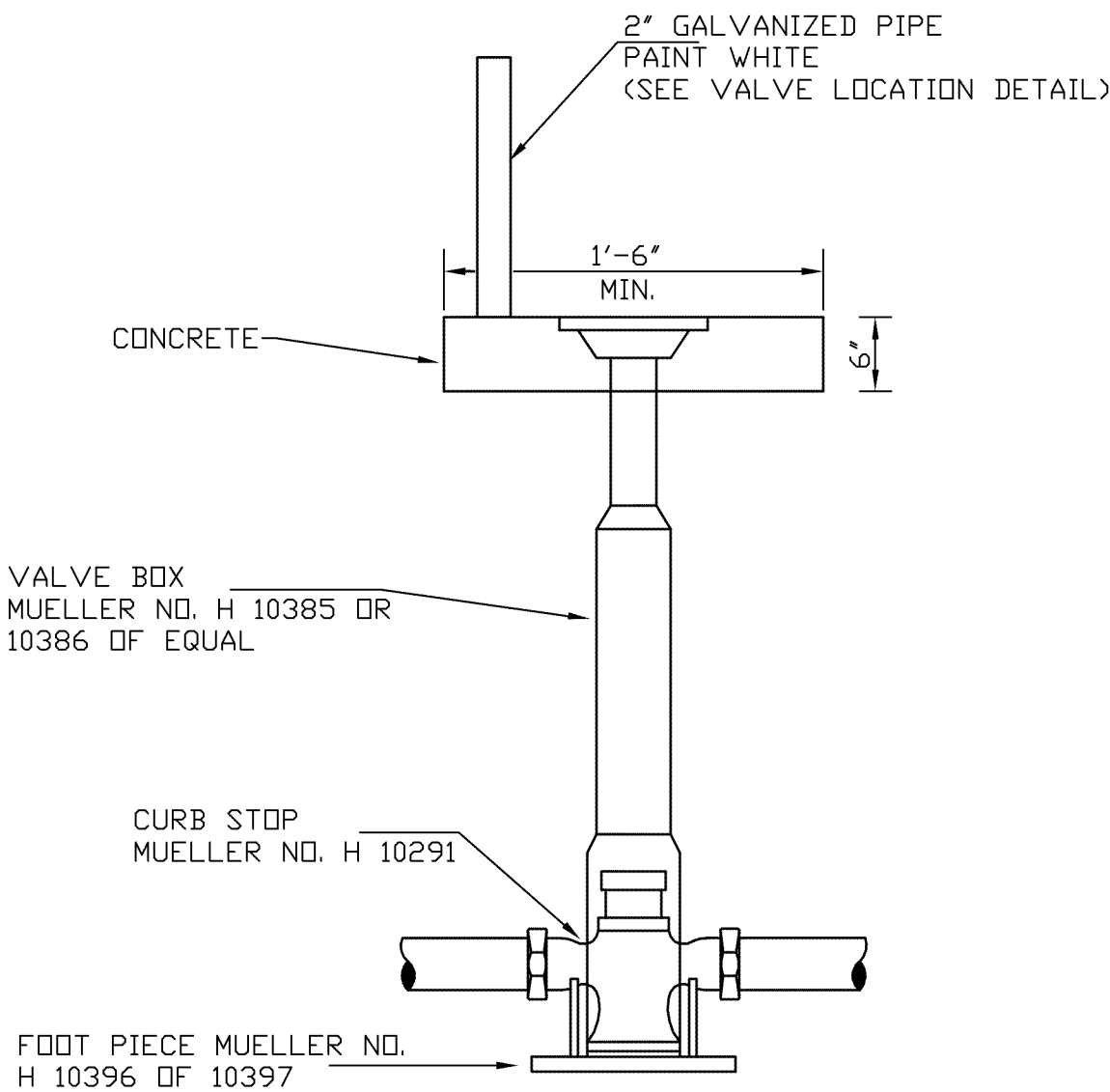
STANDARD FIRE HYDRANT



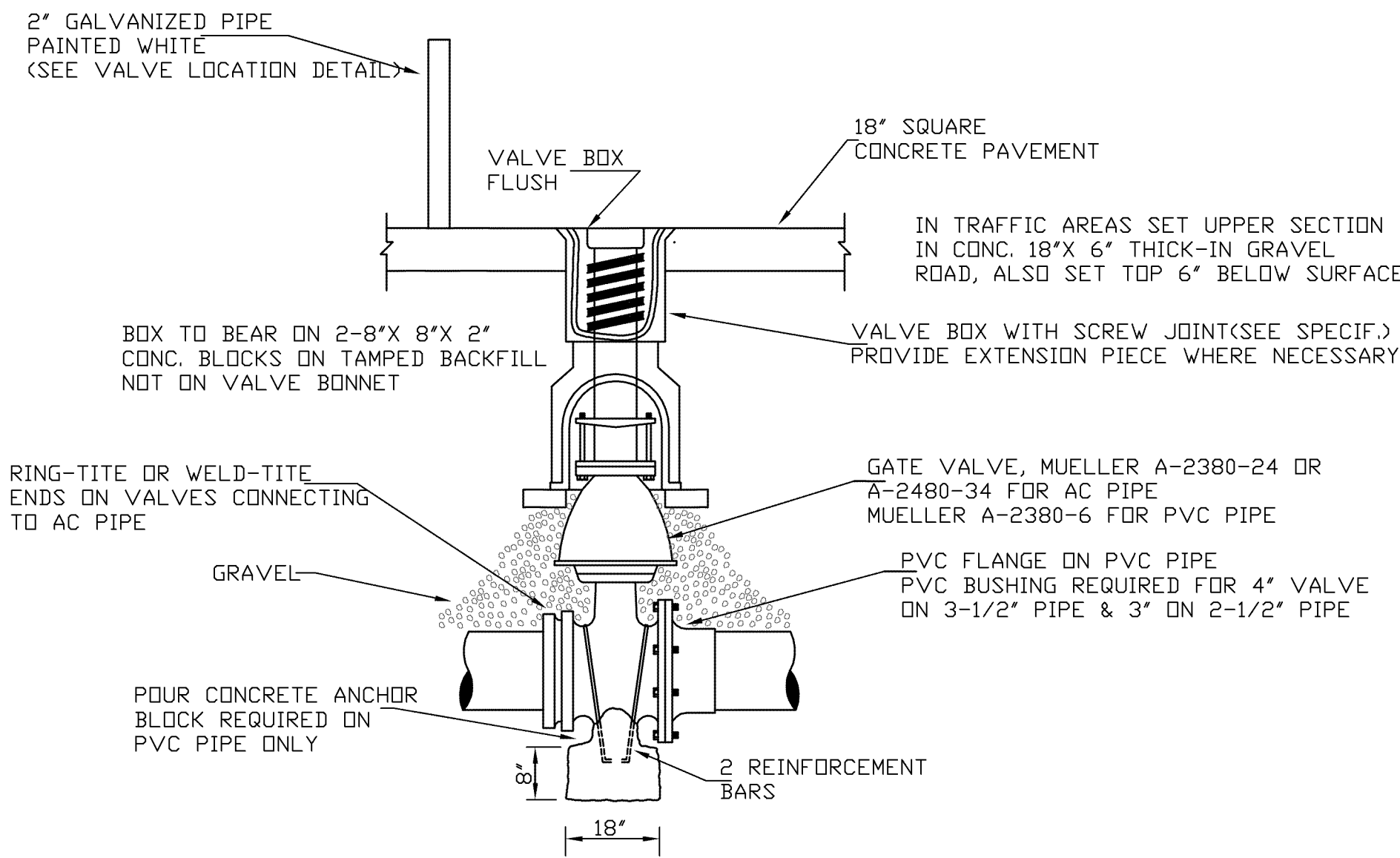
PLAN



PLAN

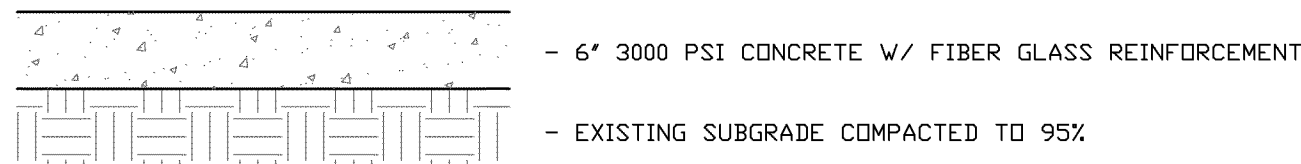


**TYPICAL LINE VALVE
INSTALLATION UNDER 2"**

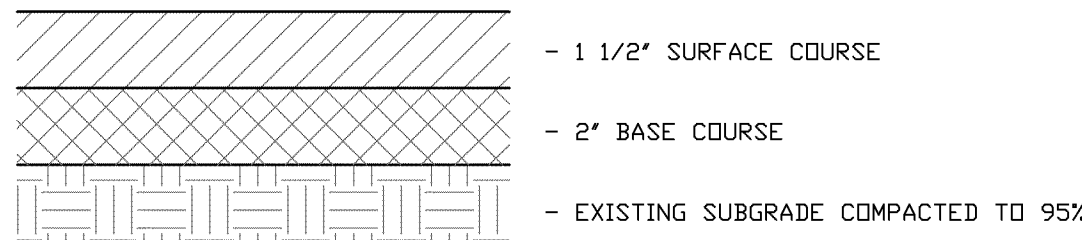


**DETAIL OF VALVE & BOX
2" & OVER**

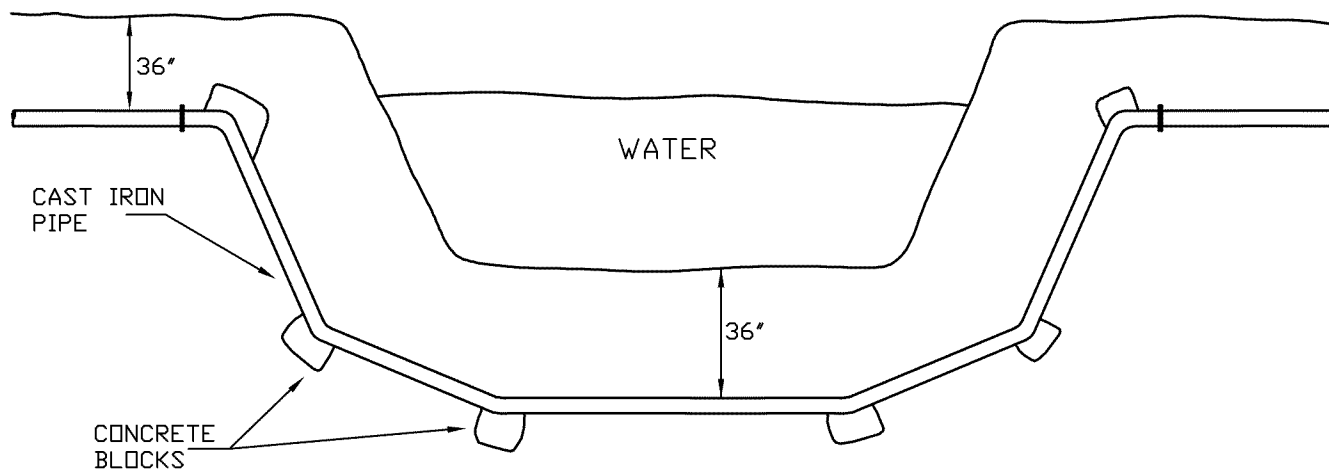
NO.	DATE	DESCRIPTION	BY
WATER SYSTEM INSTALLATION DETAILS			
1500 GPM WATER WELL #3			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
SD & W SHOWS, DEARMAN & WAITS, INC. CONSULTING ENGINEERS			
P.O. BOX 1711 HATTIESBURG, MISSISSIPPI 39403-1711 309 SECOND AVENUE HATTIESBURG, MISSISSIPPI 39401 HTTP://WWW.SD&W.COM P: (601) 544-1021 F: (601) 544-0501			
Drawn by: JTW		Checked by: KDW	
Date: 09/25/12		Scale: NOT TO SCALE	
Drawing No.: 1237C		Sheet No. 3	



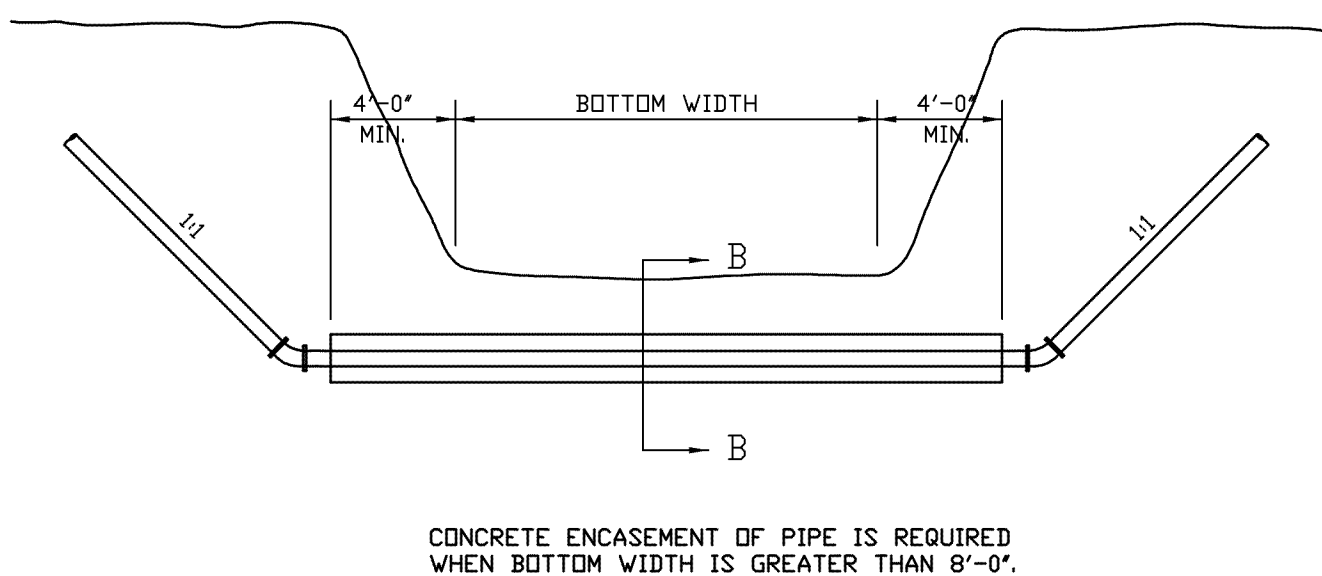
TYPICAL CONCRETE PAVEMENT REPAIR



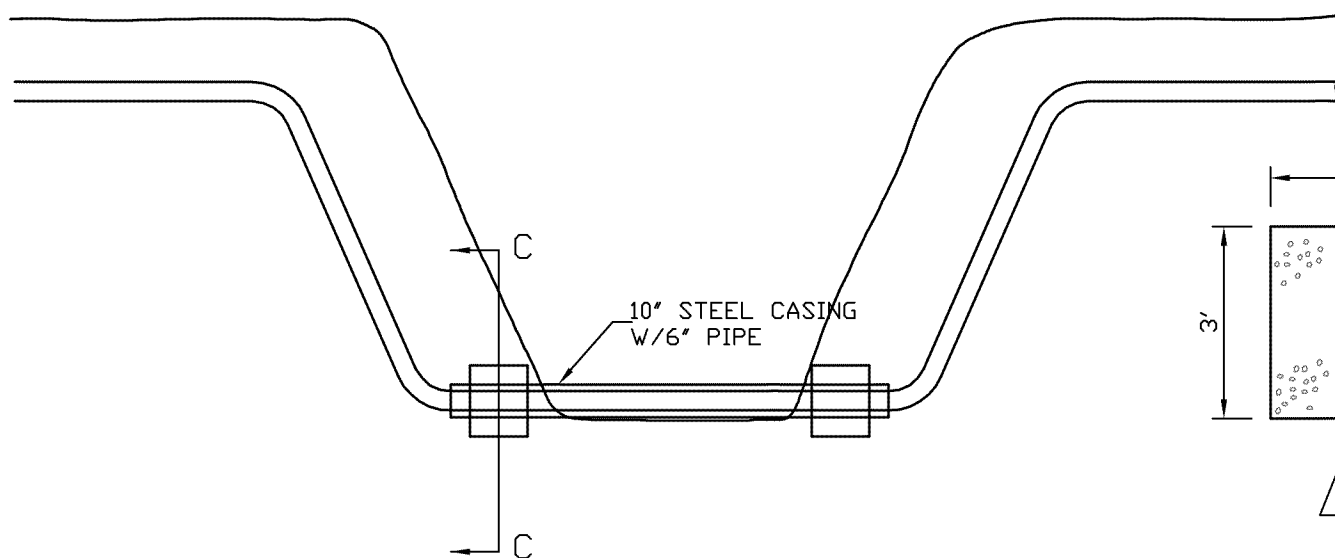
TYPICAL ASPHALT PAVEMENT REPAIR



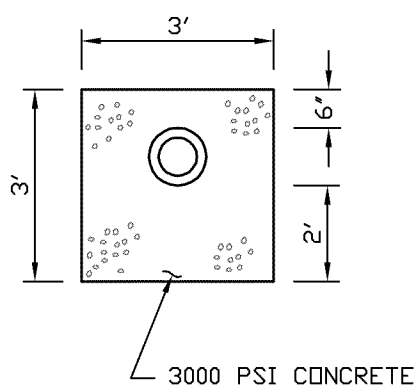
ALTERNATE CREEK CROSSING
DETAIL "A"



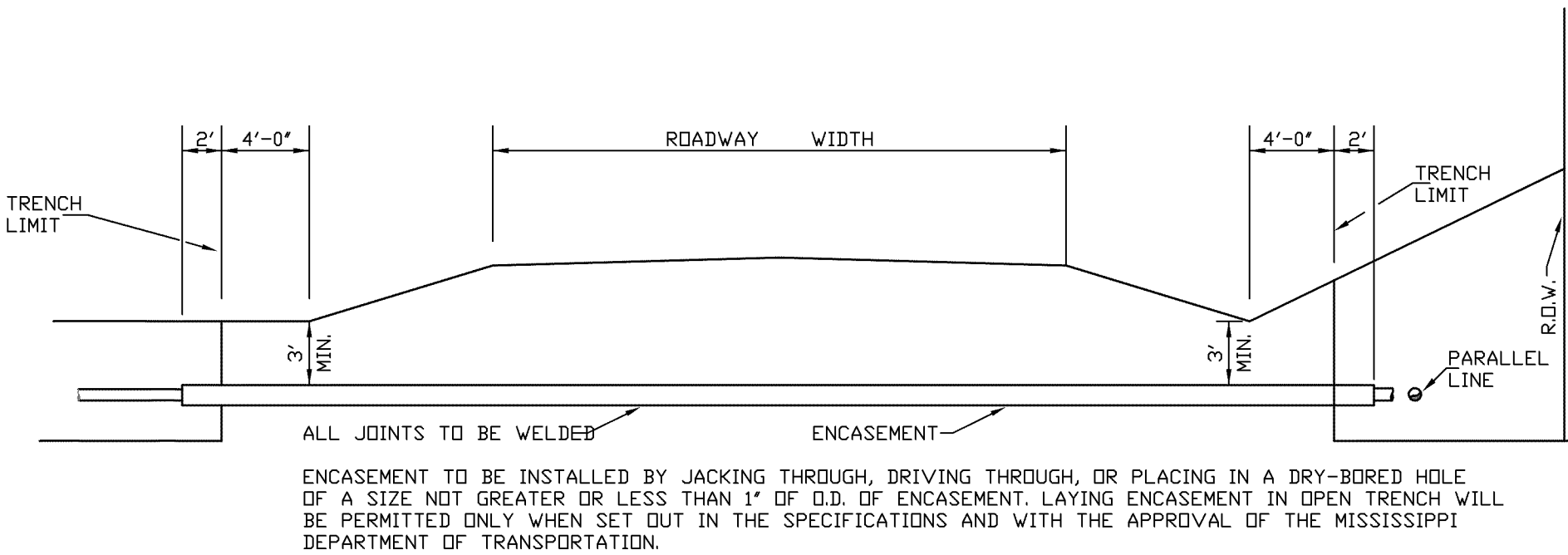
CREEK CROSSING DETAIL
DETAIL "B"



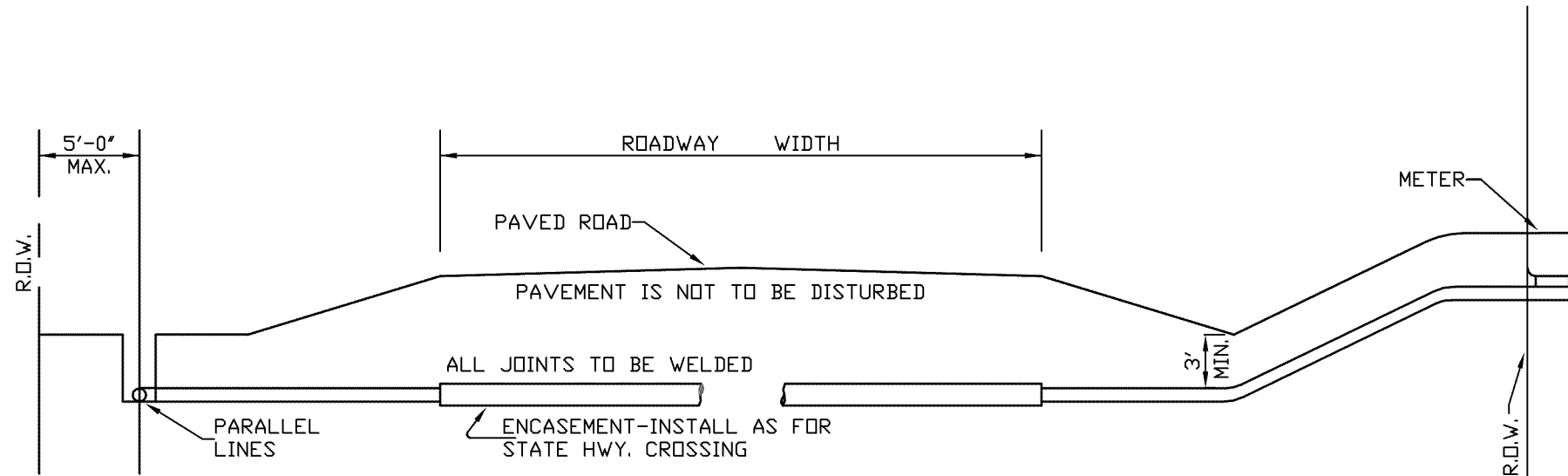
CREEK CROSSING DETAIL
DETAIL "C"



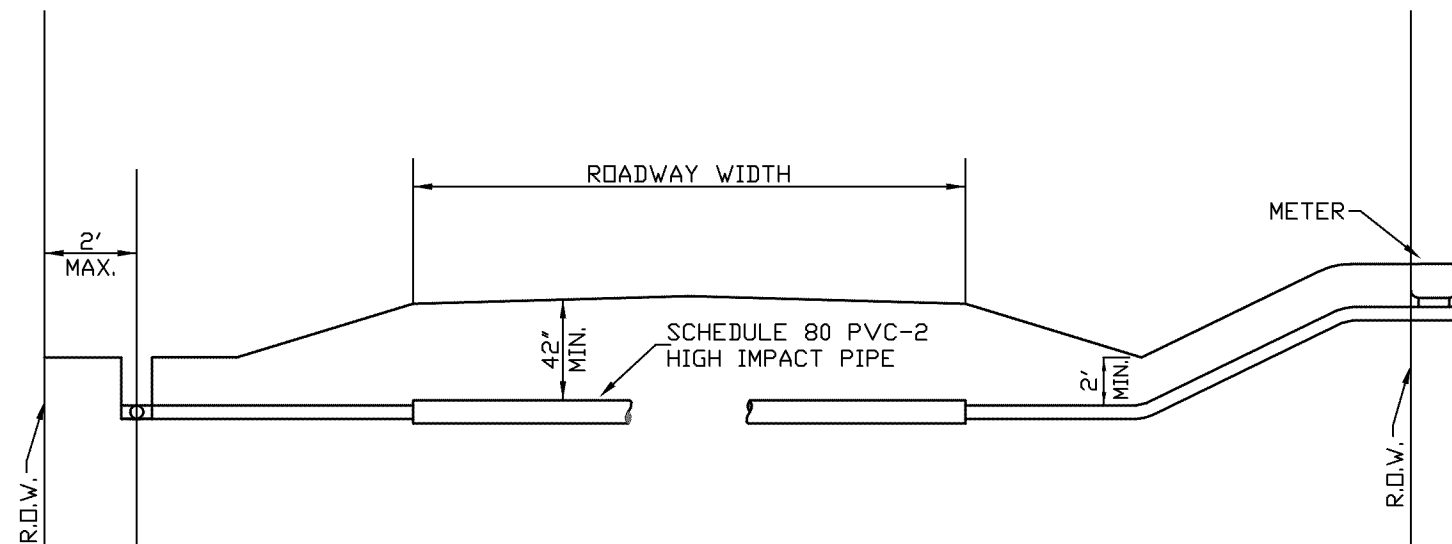
SECTION C-C



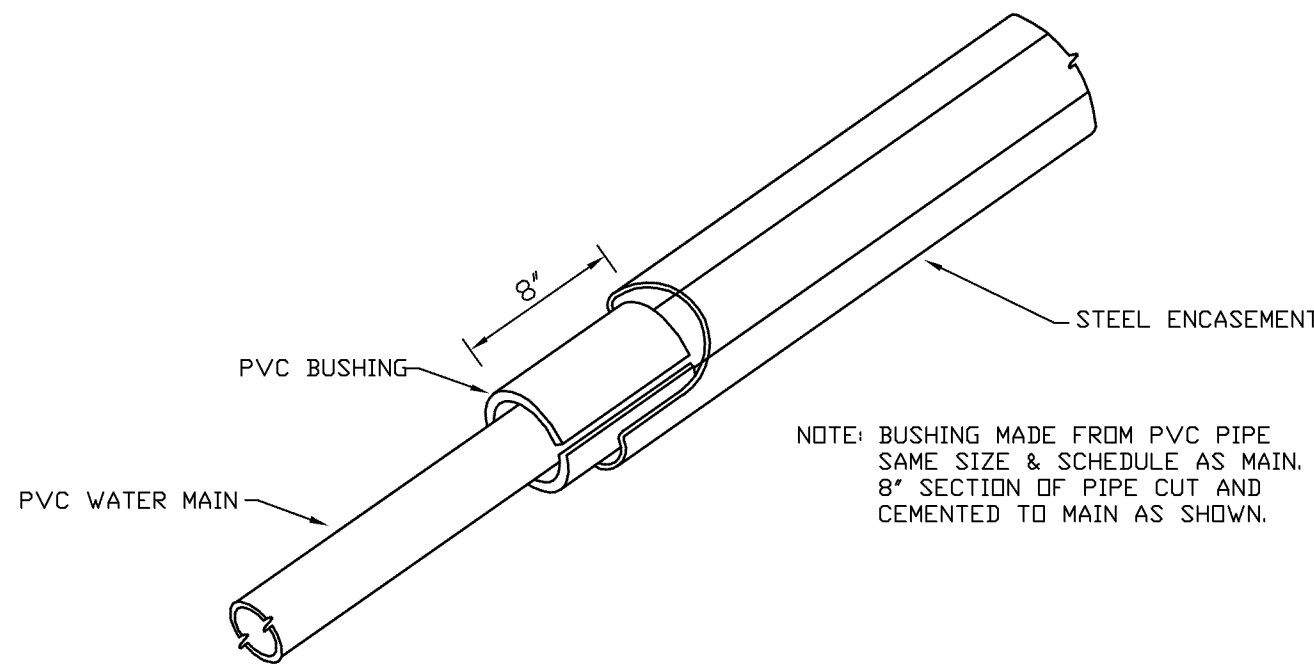
HIGHWAY CROSSING & WATER LINE PARALLELING HWY. IN R.O.W.



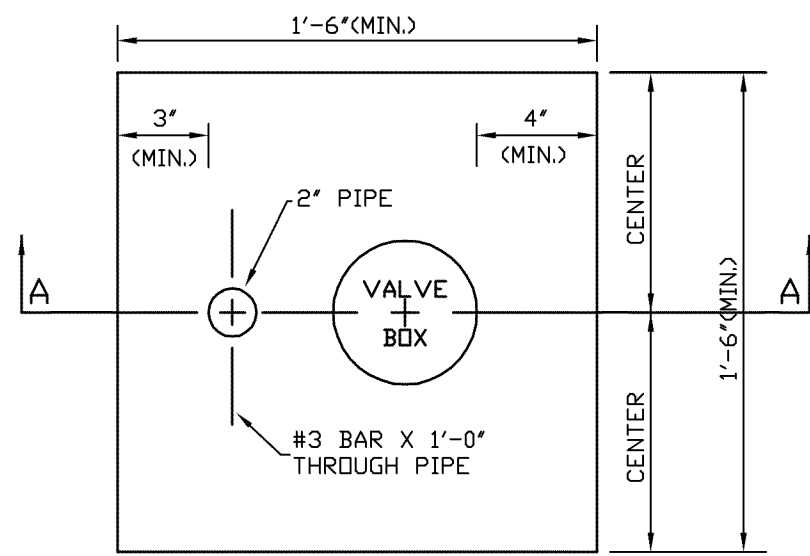
STATE AID ROAD CROSSING & WATER LINE PARALLELING
ROAD IN R.O.W.



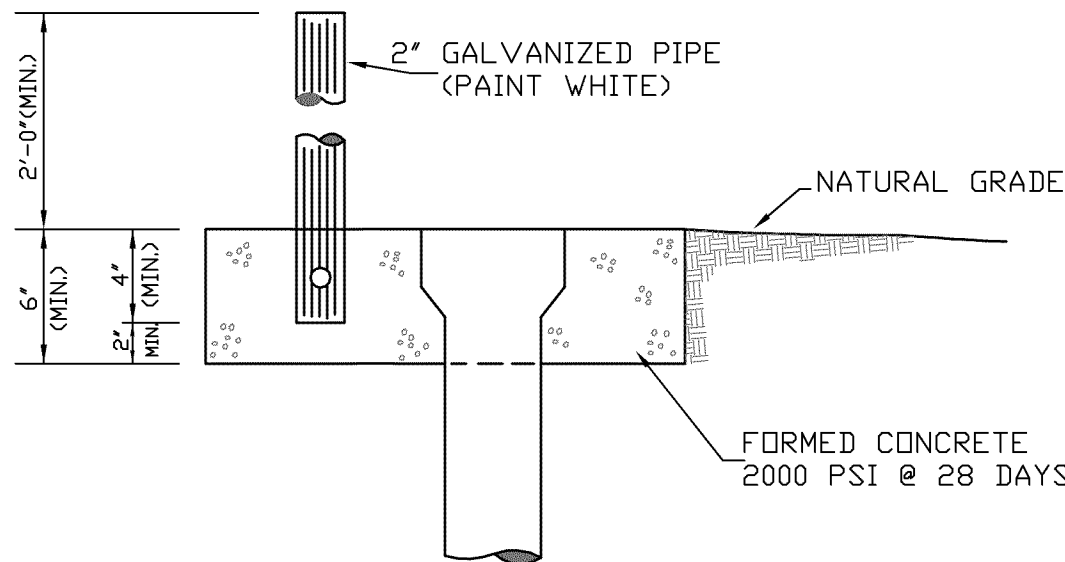
COUNTY GRAVEL ROAD & WATER LINE
PARALLELING ROAD IN R.O.W.



PVC BUSHING AT EACH END OF ENCASEMENT

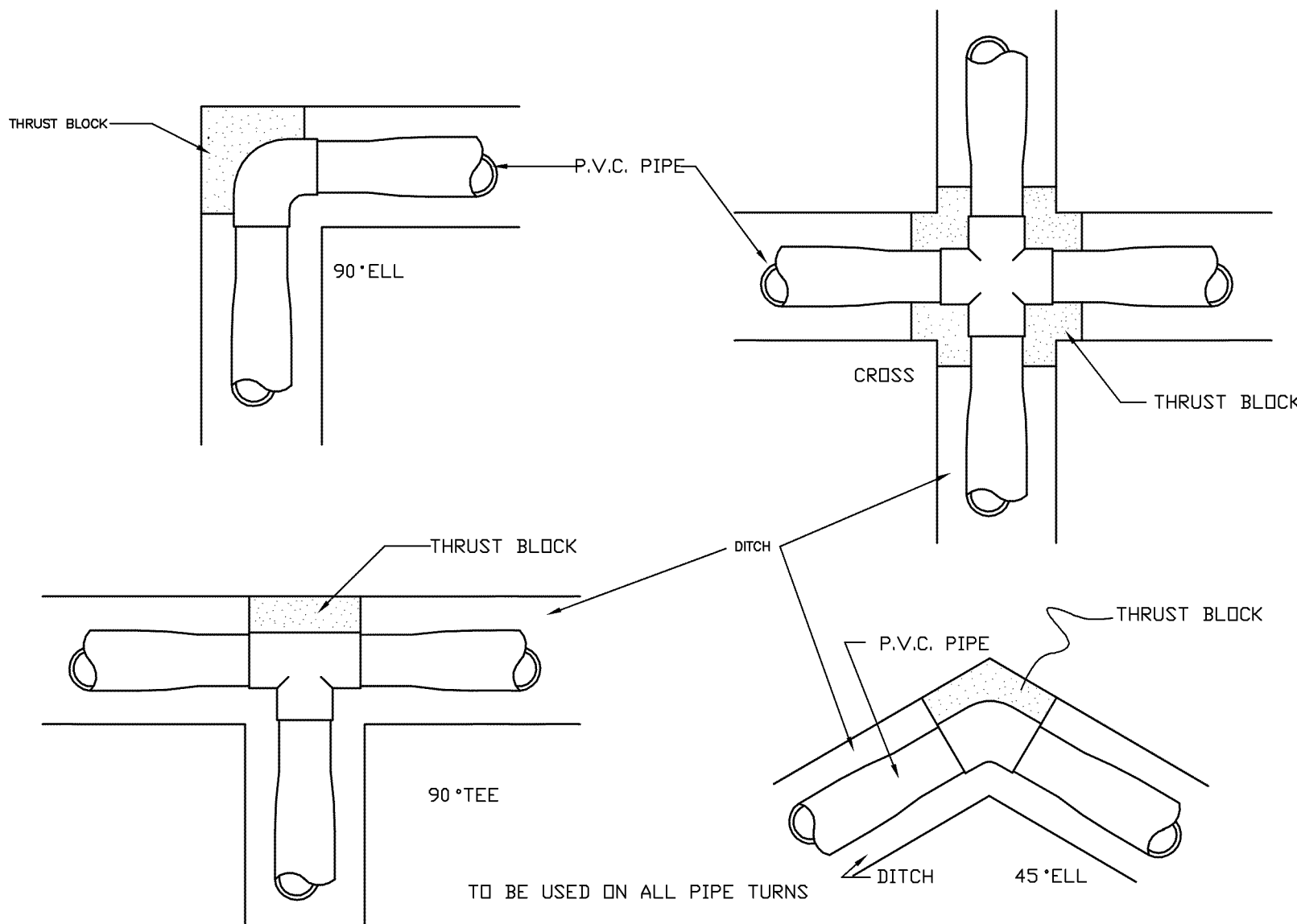


PLAN



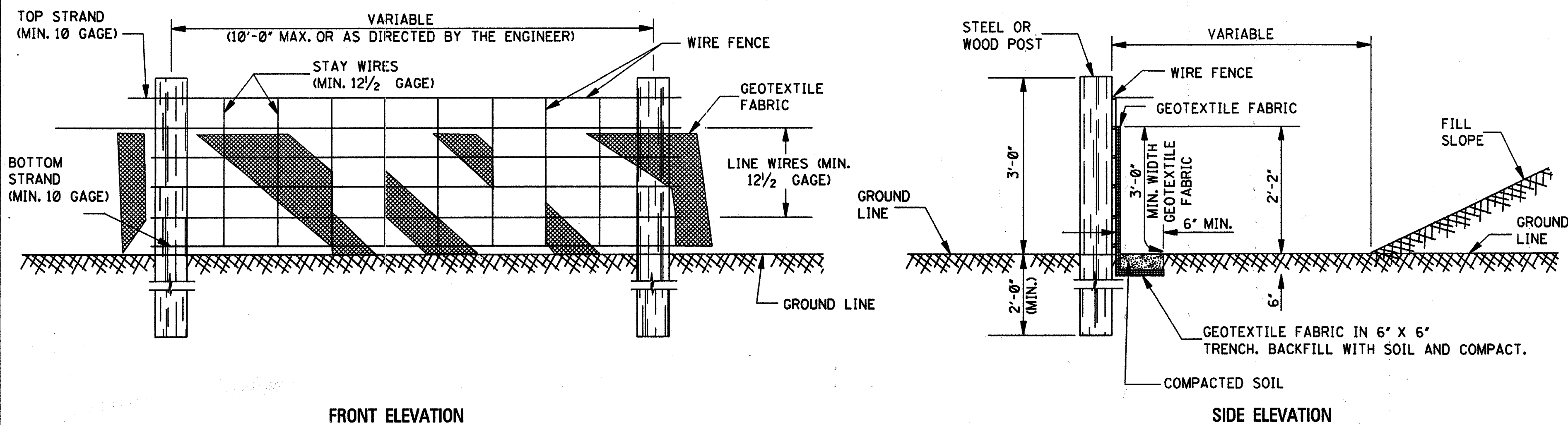
SECTION A-A

VALVE LOCATION



THRUST BLOCK DETAILS

NO.	DATE	DESCRIPTION	BY
WATER SYSTEM INSTALLATION DETAILS			
1500 GPM WATER WELL #3			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
SD &W SHOWS, DEARMAN & WAITS, INC. CONSULTING ENGINEERS			
Drawn by: JTW		Checked by: KDW	
Date: 09/25/12		Scale: NOT TO SCALE	
Drawing No.: 1237C		Sheet No. 4	



FRONT ELEVATION

SIDE ELEVATION

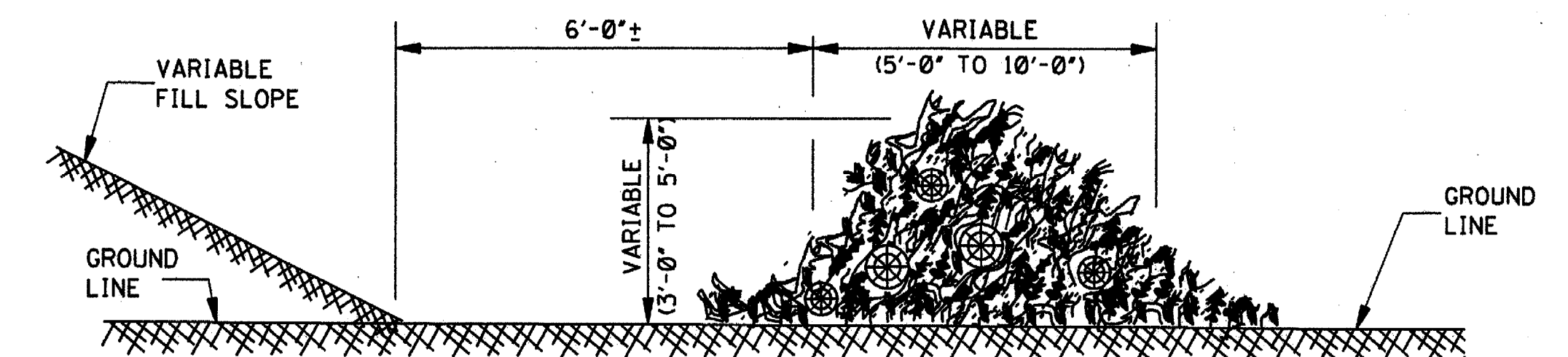
TEMPORARY SILT FENCE

NOTES:

1. WIRE SHALL BE MINIMUM OF 32" IN WIDTH AND SHALL HAVE A MINIMUM OF 6 LINE WIRES WITH 12" STAY SPACING.
2. GEOTEXTILE FABRIC SHALL BE A MINIMUM OF 36" IN WIDTH AND SHALL BE FASTENED ADEQUATELY TO THE WIRE AS DIRECTED BY THE ENGINEER.
3. STEEL POST SHALL BE 5'-0" IN HEIGHT AND OF THE SELF-FASTENER ANGLE STEEL TYPE. WOOD POST SHALL BE A MINIMUM OF 5'-0" IN HEIGHT AND 3" OR MORE IN DIAMETER. WIRE FENCE SHALL BE FASTENED TO WOODEN POST WITH NOT LESS THAN 9 GAGE WIRE STAPLES 1' LONG.
4. GEOTEXTILE FABRIC MEETING THE TYPE II MATERIAL REQUIREMENTS AND INSTALLED ACCORDING TO SPECIFICATIONS MAY BE USED WITHOUT WIRE FENCE.



FRONT ELEVATION

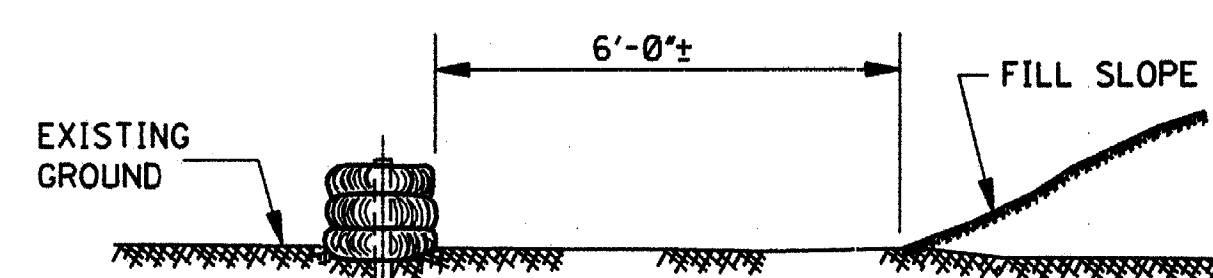


SIDE ELEVATION

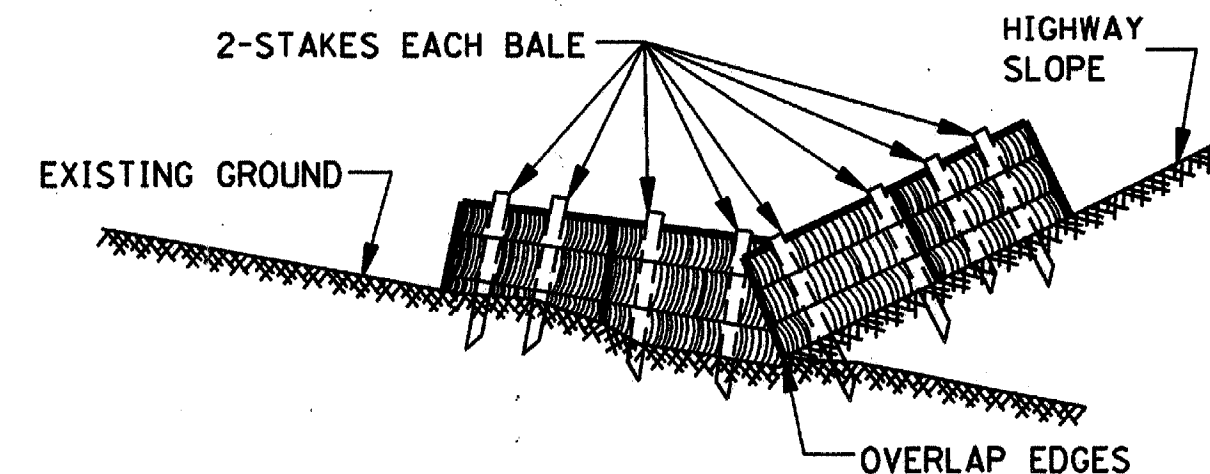
TEMPORARY BRUSH BARRIER

NOTES:

1. BRUSH BARRIER TO BE USED WHERE NATURAL GROUND IS LEVEL OR SLOPING AWAY FROM PROJECT.
2. PLACE BRUSH, LOG AND TREE LAPS APPROXIMATELY PARALLEL TO TOE OF FILL SLOPE WITH SOME OF THE HEAVIER MATERIALS BEING PLACED ON TOP TO PROPERLY SECURE THE BARRIER AS DETAILED AT LOCATIONS SHOWN ON PLANS OR AS DIRECTED BY THE ENGINEER.
3. TO ALLOW WATER TO FLOW THROUGH BRUSH BARRIER, INTERMINGLE THE BRUSH, LOG AND TREE LAPS SO AS NOT TO FORM A SOLID DAM.

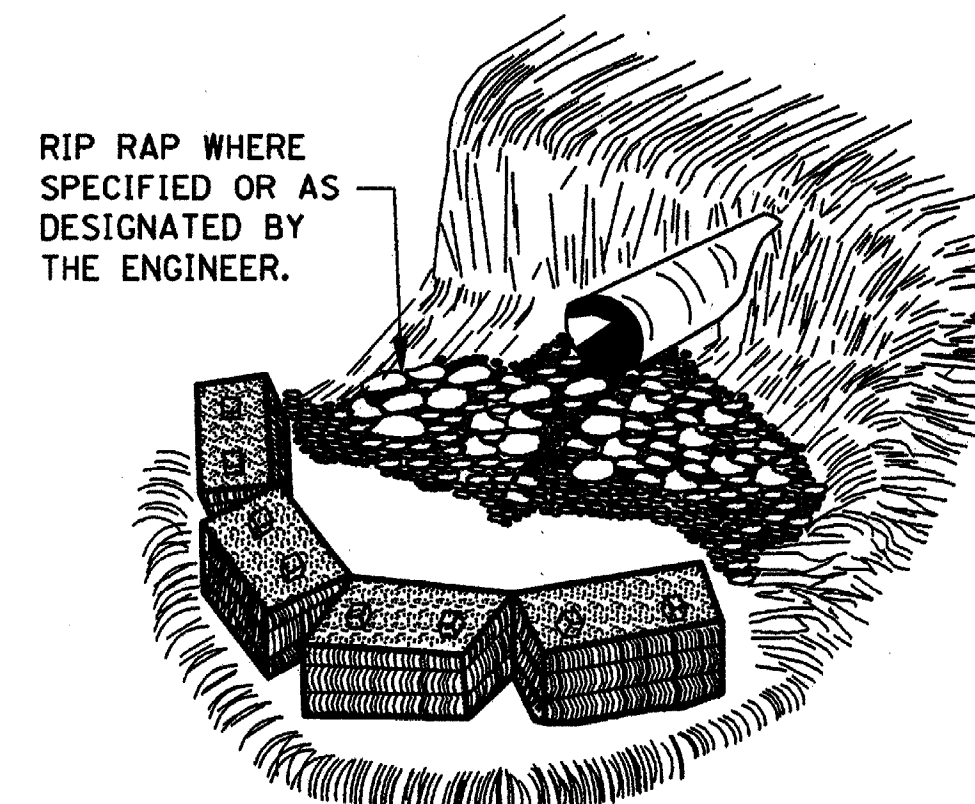


ELEVATION

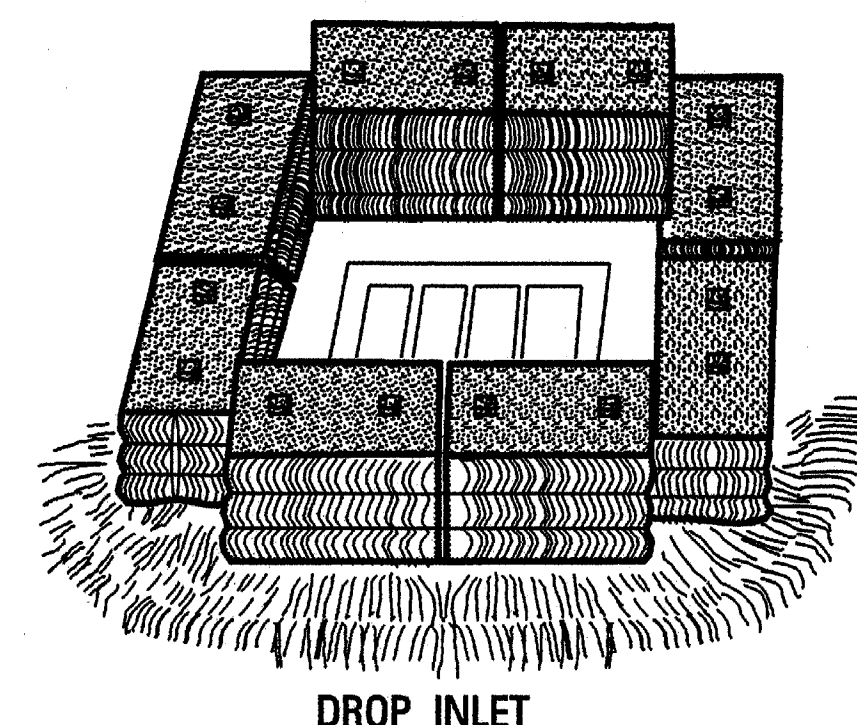


ELEVATION

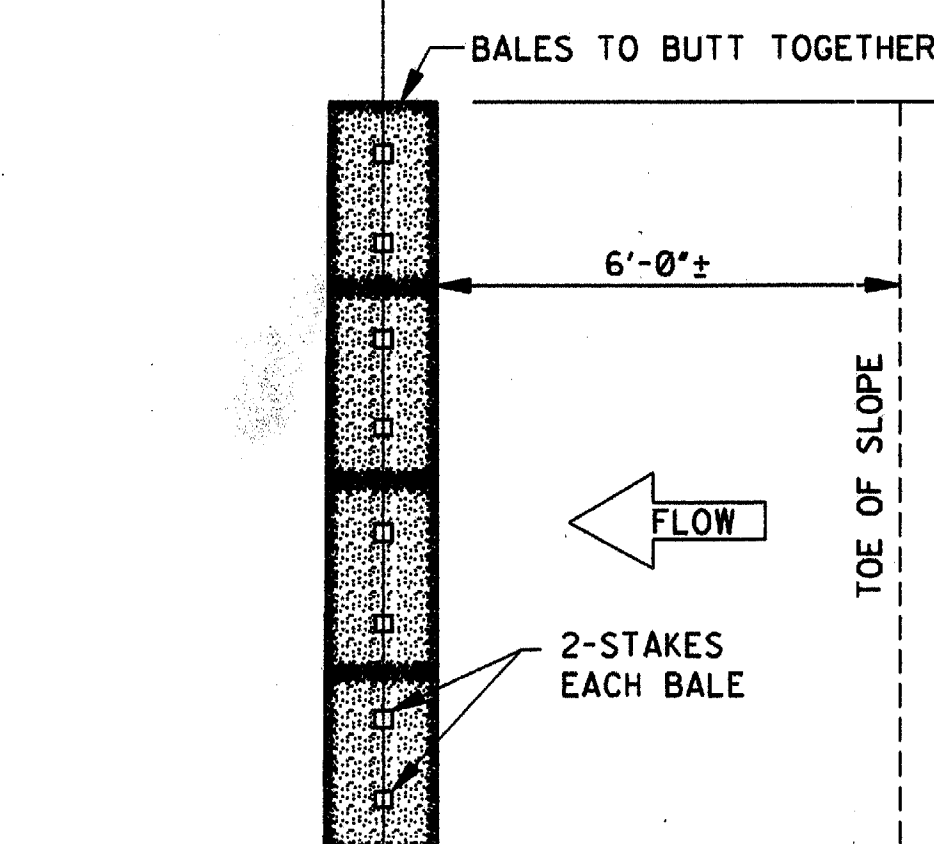
NOTE: SIMILAR TREATMENT TO BE USED IN DITCHES.



CULVERT

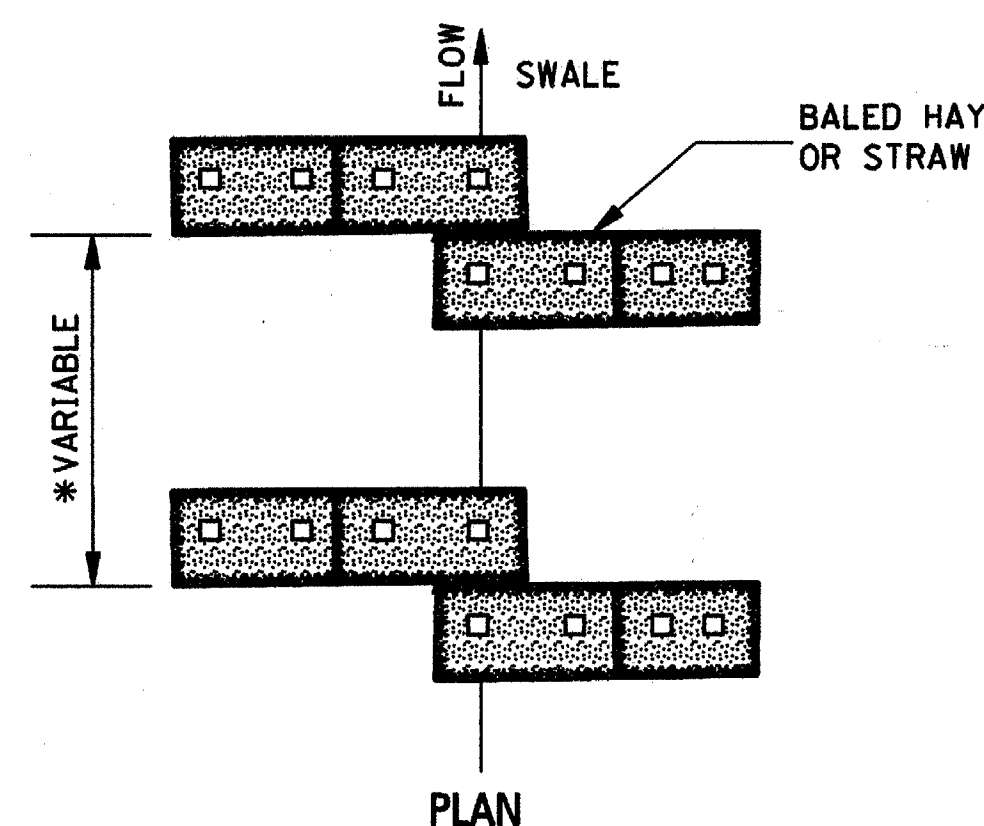


DROP INLET



PLAN

FALL OF DITCH (%)	DISTANCE* (ft)
0 - 1	100'
1 - 2	50'
>2	25'



PLAN

TEMPORARY EROSION CHECKS USING HAY OR STRAW BALES

NOTE: EMBED ALL BALES 3" MINIMUM INTO GROUND AND STAKE (2" X 2" X 36") SECURELY.

GENERAL NOTES:

1. THE CONTRACTOR SHALL BE REQUIRED TO FURNISH ALL MATERIALS AND PERFORM ALL WORK FOR THE PROPER INSTALLATION, MAINTENANCE AND REMOVAL OF TEMPORARY EROSION CONTROL MEASURES NECESSARY TO CONTROL SILTATION.
2. TEMPORARY BRUSH BARRIERS SHALL BE USED AS REQUIRED BUT WILL NOT BE MEASURED FOR SEPARATE PAYMENT.
3. THE USE OF TEMPORARY EROSION CONTROL MEASURES OTHER THAN TEMPORARY BRUSH BARRIERS WILL ONLY BE REQUIRED AND MEASURED FOR SEPARATE PAYMENT WHEN APPROPRIATE PAY ITEM(S) IS INCLUDED IN THE BID SCHEDULE OF THE PROPOSAL.

BY		MISSISSIPPI DEPARTMENT OF TRANSPORTATION	
REVISION		ROADWAY DESIGN DIVISION	
DATE		STANDARD PLAN	
		TYPICAL TEMPORARY EROSION CONTROL MEASURES	
		(SILT FENCE, HAY BALES & BRUSH BARRIER)	
		WORKING NUMBER	
		TEC-1	
		SHEET NUMBER	
		142	
		ISSUE DATE: OCTOBER 1, 1998	

**SPECIFICATIONS
and
CONTRACT DOCUMENTS**

for

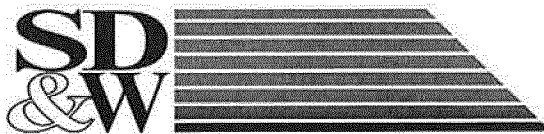
City of Hattiesburg, Mississippi

**1500 GPM WATER WELL AT WATER PLANT #2
WATER WELL #3
Project No. R-110-205-02-GZ**

HATTIESBURG, MISSISSIPPI

November 2012

Prepared by:



**SHOWS, DEARMAN & WAITS, Inc.
Consulting Engineers**

**P O Box 1711 ♦ Hattiesburg MS 39403
(601) 544-1821 ♦ (601) 544-0501 Fax
www.sd-w.com**

TABLE OF CONTENTS

	<u>Page</u>
ADVERTISEMENT FOR BIDS	1
INSTRUCTIONS FOR BIDDERS	2
BID PROPOSAL	5
BID BOND	8
CONTRACT AGREEMENT	9
PAYMENT BOND	11
PERFORMANCE BOND	14
NOTICE OF AWARD	17
NOTICE TO PROCEED	18
GENERAL CONDITIONS	GC1 – GC26
 KCDBG REQUIREMENTS	
Section 3 General Requirements	GR1 – GR67
Wage Determination	WD1 – WD5
 TECHNICAL SPECIFICATIONS	
Measurement and Payment	TS-1 – TS-2
Well Data Sheet	TS-3
Water Supply	TS-4 – TS-7
Water systems	TS-8 – TS-17
Equipment	TS-18 – TS-20
Restoration of Roads	TS-21 – TS-29
Seeding and Sodding	TS-26 – TS-27
Electrical	Section 16000
Excavation, Trenching and Backfill	Section 02210

ADVERTISEMENT FOR BIDS

NOTICE is hereby given that the City Clerk of the City of Hattiesburg, Mississippi, will receive sealed bids until **10:00 am, on** _____ in the City Clerk's Office at the City Hall of said City for furnishing the City's requirements for the following:

**1500 GPM WATER WELL AT WATER PLANT #2
WATER WELL #3
CITY OF HATTIESBURG, MISSISSIPPI
KCDBG Project No.: R-110-205-02-62**

Plans, Specifications, and Proposal forms may be obtained from Shows, Dearman & Waits, Inc., P.O. Box 1711, 301 Second Avenue, Hattiesburg, Mississippi, 39401, upon deposit of \$100.00, non-refundable. All bids must be accompanied by bid security equal to 5% of the amount of the bid, in the form of a certified check, cashier's check or a bid bond written by a company properly licensed in Mississippi.

This project is funded in part by Community Development Block Grant funds provided by the Mississippi Development Authority, Disaster Recovery Division from the U.S. Department of Housing and Urban Development. All local, state, and federal special conditions will apply.

Section 3 of the Housing and Urban Development Act of 1968 requires that the County and contractors participating in CDBG projects give opportunities for job training and employment to lower income residents of the Section 3 area that is described as the County of Forrest and County of Lamar, State of Mississippi. Section 3 also requires that "to the maximum extent feasible" contracts for work in connection with Section 3 covered projects be awarded to business concerns that are located in or owned in substantial part by persons residing in the Section 3 area.

The successful bidder will be required to furnish a Contract Bond written by a company licensed in Mississippi. The bond will be in the amount equal to 100% of the contract amount.

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

**1500 GPM Water Well at Water Plant #2
Water Well #3
City of Hattiesburg, Mississippi
KCDBG Project No.: R-110-205-02-GZ**

**BID OPENING TIME: 10:00 A.M.
DATE OF BID OPENING: _____**

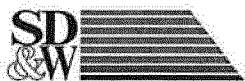
No bid may be withdrawn for a period of 60 days. The Owner reserves the right to reject any or all bids received and to waive informalities.

PUBLISHED by Order of the Council on the _____ day of _____ A.D., 2012.

CITY OF HATTIESBURG

BY: _____
Eddie Myers, City Clerk

PUBLISH: _____



INSTRUCTIONS FOR BIDDERS

BIDS will be received by City of Hattiesburg, Mississippi herein called the "OWNER", at the City Clerk's office in the City Hall of said City, until 10:00 a.m., on _____ and then at said office publicly opened and read aloud.

Each sealed envelope containing a BID in excess of \$50,000.00 must be plainly marked on the outside as BID for 1500 GPM Water Well at Water Plant #2, Water Well #3, City of Hattiesburg, Mississippi and the envelope must bear on the outside the name of the BIDDER, his address, his Certificate of Responsibility Number and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the OWNER.

No BID will be opened, considered, or accepted unless the above information is given as specified. Sufficient evidence that said Certificate of Responsibility has been issued and is in effect at the time of receiving BIDS must be submitted when required by the OWNER.

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.

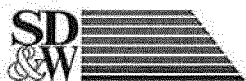
The contract will be awarded based on the low base BID or low combination of base BID and those alternatives that produce a total within available funds. The OWNER reserves the right to waive irregularities and to reject any or all BIDS. The OWNER reserves the right to award to other than the low BIDDER when, in the OWNER'S judgment, it is in his best interest to do so. Three such reasons are: (1) BIDDER being in arrears on existing contracts; (2) BIDDER being in litigation with the OWNER; (3) BIDDER having defaulted on a previous contract. The above is not an inclusive list. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. 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 contract documents 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.

If any person contemplating the submission of a BID for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications, or other proposed contract documents, he should submit a written request for an interpretation thereof to:

Shows, Dearman & Waits, Inc. 301 Second Avenue, Hattiesburg, MS 39402

The request must be received at least ten days prior to the date fixed for opening of



BIDS. Any interpretation of the contract documents will be made by ADDENDA duly issued to each person receiving a set of such documents not later than three (3) days prior to the time of opening of BIDS, excluding weekends and legal holidays. The OWNER will not be responsible for explanations or interpretations of proposed documents, except as issued in accordance herewith.

The OWNER shall provide to BIDDERS prior to BIDDING, all information that 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 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, PERFORMANCE BOND and CERTIFICATES OF INSURANCE 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 of the CONTRACT PRICE, with a corporate surety listed on the Treasury Department's most current list (Circular 570 as amended), 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 and submit the PERFORMANCE BOND, PAYMENT BOND, and CERTIFICATES OF INSURANCE within ten (10) calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. The necessary Agreement and BOND forms shall accompany the NOTICE OF AWARD. In case of failure of the BIDDER to execute and submit the Agreement, the PERFORMANCE BOND, the PAYMENT BOND, and CERTIFICATES OF INSURANCE the OWNER may at his option determine 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) calendar days of receipt of acceptable PERFORMANCE BOND, PAYMENT BOND, CERTIFICATES OF INSURANCE 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, and issue a NOTICE TO PROCEED. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN



NOTICE withdraw his signed Agreement without further liability on the part of either party. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER. Should there be reason(s) 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) calendar 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 he deems necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the 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, responsive 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.

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.

Non-Resident Contractor: When a non-resident contractor submits a BID for a Mississippi public project, he shall attach thereto a copy of his resident State's current law pertaining to such State's treatment of non-resident contractors as required by House Bill Number 850, Chapter Number 527, Laws of 200588.

Telegraphic Modifications: Any BIDDER may modify his BID by telegraphic communication at any time, provided such communication is received prior to the scheduled BID opening. Written confirmation must be received within two days after the scheduled BID opening or no consideration will be given the telegraphic modifications.

Resident Labor Used on Public Works: Each BIDDER must inform himself of the requirements and provisions of Sections 31-5-17, 31-5-2005 and 31-5-21 of the Mississippi Code of 200572 which require the use of Mississippi resident labor on this public works project.

BID PROPOSAL

Proposal of _____ (hereinafter called "BIDDER"),
organized and existing under the Laws of the State of _____ doing business as

*

to the _____ City of Hattiesburg, Mississippi _____ (hereinafter called "OWNER").

In compliance with your Advertisement for BIDS, BIDDER hereby proposes to perform all WORK for the construction of 1500 GPM WATER WELL AT WATER PLANT #2, WATER WELL #3 in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within 120 consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages in the amount of \$ 200.00 for each consecutive calendar day thereafter as provided in Section 15.9 of the General Conditions.

BIDDER acknowledges receipt of the following ADDENDA:

***Insert "a corporation", "a partnership", or "an individual" as applicable.**



In Compliance with your invitation for Bids, the undersigned hereby propose(s) to furnish materials and perform the work listed below in strict accordance with the Invitation for Bids, Plans, General and Special Provisions, Specifications and all other Contract Documents for the consideration of the price as shown in the included proposal.

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

If within thirty (30) days the scheduled closing time for receipt of bids, this Proposal is accepted, the undersigned will execute a formal contract within seven (7) days after official notification thereof, will deliver a surety bond for the faithful performance of this contract, and will complete the work within the time specified from the date of execution of the contract.

Respectfully Submitted,

Signature

Address

Title

Date

License No. (If applicable)

SEAL (if bid is a corporation)

Attest: _____

**1500 GPM WATER WELL AT WATER
PLANT #2
WATER WELL #3
CITY OF HATTIESBURG
1237_C**

BID PROPOSAL

Item No.	Description	Unit	Quantity	Extension
1	1500 GPM Water Well	Each	1	
2	Master Meter	Each	1	
3	Yard Piping	Lump Sum	1	
4	8" Ductile Iron Watermain	Lin. Ft.	55	
5	Electrical Work	Lump Sum	1	
6	Erosion Control	Lump Sum	1	
7	Abandonment of Existing Well	Each	1	

Lump
Sum

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we, the undersigned, _____
as Principal, and _____ as Surety, are hereby held
and firmly bound unto _____ as OWNER in the penal sum
of _____ for payment of which, well and
truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 201__.

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 _____

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 all 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 first set forth above.

Principal (L.S.)

Surety

BY: _____

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



CONTRACT AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 201__, by and between CITY OF HATTIESBURG, MISSISSIPPI, hereinafter called "OWNER" and doing business as (an individual,) or (a partnership,) or (a corporation) hereinafter called "CONTRACTOR".

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

1. The CONTRACTOR will commence and complete the construction of 1500 GPM WATER WELL AT WATER PLANT #2, WATER WELL #3.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 15 calendar days after the date of the NOTICE TO PROCEED and will complete the same within 120 calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$_____, or as shown in the BID schedule.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - (A) ADVERTISEMENT FOR BIDS
 - (B) INSTRUCTIONS FOR BIDDERS
 - (C) BID
 - (D) BID BOND
 - (E) AGREEMENT
 - (F) PAYMENT BOND
 - (G) PERFORMANCE BOND
 - (H) NOTICE OF AWARD
 - (I) NOTICE TO PROCEED
 - (J) CHANGE ORDER
 - (K) GENERAL CONDITIONS
 - (L) SUPPLEMENTAL GENERAL CONDITIONS
 - (M) TECHNICAL SPECIFICATIONS
 - (N) DRAWINGS

(O) ADDENDA:

No. _____, dated _____, 201__.

No. _____, dated _____, 201__.

No. _____, dated _____, 201__.

No. _____, dated _____, 201__.

No. _____, dated _____, 201__.

No. _____, dated _____, 201__.

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.
7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

OWNER: **CITY OF HATTIESBURG, MISSISSIPPI**

BY: _____

(SEAL)

Name: _____

(Please Type)

Title: _____ Mayor

ATTEST: _____

CONTRACTOR: _____

BY: _____

(SEAL)

Name: _____

(Please Type)

Title: _____

ATTEST: _____



PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal,
(Corporation, Partnership or Individual)

and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____
Dollars,

(\$ _____) in lawful money of the United States, for the payment of which
sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally,
firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a
certain contract with the OWNER, dated the ____ day of _____, 201__, a copy of which
is hereto attached and made a part hereof for the construction of:

1500 GPM WATER WELL AT WATER PLANT #2 WATER WELL #3

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms,
SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the
prosecution of the WORK provided for in such contract, and any authorized extension or
modification thereof, including all amounts due to materials, lubricants, oil, gasoline, coal and
coke, repairs on machinery, equipment and tools, consumed or used in connection with the
construction of such WORK, and all insurance premiums on said WORK, and for all labor,
performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation
shall be void; otherwise to remain in full force and effort.



PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF this instrument is executed in _____
(number) counterparts, each one of which shall be deemed an original, this the
day of _____, 201__.

ATTEST:

Principal

(Principal) Secretary

(SEAL)

BY _____(S)

(Address)

Witness as to Principal

(Address)

Surety

ATTEST: BY _____
Attorney-in-Fact

Witness as to Surety



(Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is partnership, all partners should execute BOND.

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

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called
(Corporation, Partnership, or Individual)

Principal, and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____
Dollars, (\$ _____) in lawful money of the United States, for the payment of
which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and
severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a
certain contract with the OWNER, dated the _____ day of _____, 201__, a copy of
which is hereto attached and made a part hereof for the construction of:

1500 GPM WATER WELL AT WATER PLANT #2
WATER WELL #3

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the
undertakings, covenants, terms, conditions, and agreements of said Contract during the original
term thereof, and any extensions thereof which may be granted by the OWNER, with or without
notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims
and demands incurred under such Contract, and shall fully indemnify and save harmless the
OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall
reimburse and repay the OWNER all outlay and expense which the OWNER may incur in
making good any default, then this obligation shall be void; otherwise to remain in full force and
effect.



NOW, THEREFORE, if the Principal shall promptly make payment of all taxes, licenses, assignments, contributions, damages, penalties, and interest thereon, when and as the same may lawfully be due the State of Mississippi, or any county, municipality, board, department, commission, or political subdivision thereof, by reason of and directly connected with the performance of said Contract or any part thereof as provided by Sections 27-65-1, 27-65-21, 27-67-1, 27-67-301 and 31-5-3, supra, or any other applicable statute or other authority, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each of which shall be deemed an original, this the _____ day of _____, 201__.

ATTEST:

Principal

_____ BY _____ (s)
(Principal) Secretary

(SEAL)

Witness as to Principal

(Address)



ATTEST:

Surety

(Surety) Secretary

(SEAL)

Witness as to Surety

BY _____
Attorney-in-Fact

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

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

NOTICE OF AWARD

TO: _____

1500 GPM WATER WELL AT WATER PLANT #2 WATER WELL #3

The OWNER has considered the BID submitted by you for the above-described WORK in response to its Advertisement for BIDS dated _____ and Instructions for Bidders.

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

You are required by the Instructions 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 this Notice is delivered to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (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 _____, 201____.

CITY OF HATTIESBURG, MISSISSIPPI
OWNER

By: _____
Authorized Representative

Title

ACCEPTANCE of NOTICE

Receipt of the above "Notice of Award" is acknowledged by: _____
Contractor Authorized Signee

This the _____ day of _____, 201____. _____
Print Name

Title



NOTICE TO PROCEED

TO: _____

1500 GPM WATER WELL AT WATER PLANT #2
WATER WELL #3

Project Identification

You are hereby notified to commence WORK in accordance with the Agreement dated _____, _____ on or before _____, _____, and you are to complete the WORK within 150 consecutive calendar days thereafter. The date of completion of all WORK is therefore _____, _____.

CITY OF HATTIESBURG, MISSISSIPPI
OWNER

By: _____
Authorized Representative

Title

ACCEPTANCE of NOTICE

Receipt of the above "Notice to Proceed" is acknowledged by: _____
Contractor Authorized Signee

This the _____ day of _____, 20____. _____
Print Name

Title



GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS

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

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

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

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

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

APPROVAL: Accept as satisfactory.

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

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

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

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

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

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

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

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

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

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

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

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

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

paragraph 10.2.

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

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

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

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

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

CONSTRUCTION OBSERVER

RESIDENT INSPECTOR

CONSTRUCTION INSPECTOR

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

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

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

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

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

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

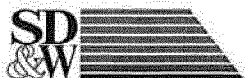
SUPPLEMENTARY GENERAL CONDITIONS: Federal Conditions in effect at time of submission of Bid.

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

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

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

WORK: Any and all obligations, duties and responsibilities necessary to the successful completion of the



Project assigned to or undertaken by CONTRACTOR under the Contract Documents, including all labor, materials, equipment and other incidentals, and the furnishing thereof.

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

ARTICLE 2 - PRELIMINARY MATTERS:

AWARD:

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

EXECUTION OF AGREEMENT:

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

FORFEITURE OF BID SECURITY:

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

CONTRACTOR'S PRE-START REPRESENTATIONS:

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

COMMENCEMENT OF CONTRACT TIME:

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

STARTING THE PROJECT:

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

BEFORE STARTING CONSTRUCTION:

2.7 Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. He shall at once report in writing to ENGINEER any conflict, error or discrepancy which he may discover; however, he shall be liable to OWNER or ENGINEER for his failure to discover any conflict, error or discrepancy in the Drawings or Specifications.

SCHEDULE OF COMPLETION:

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

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

QUALIFICATION OF SUBCONTRACTORS MATERIALMEN AND SUPPLIERS:

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

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

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

3.2 The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, he shall call

it to the ENGINEER'S attention in writing at once and before proceeding with the Work affected thereby; however, he shall not be liable to OWNER or ENGINEER for his failure to discover any conflict, error or discrepancy in the Specifications or Drawings. The various Contract Documents shall be given precedence, in case of conflict, error or discrepancy, as follows: Agreement Modifications, Addenda, Special Conditions, Instructions to Bidders, General Conditions, Technical Specifications and Drawings.

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

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

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

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

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

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

Availability of Lands

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

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



Subsurface Conditions:

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

Differing Site Conditions

4.4 (a) The CONTRACTOR shall promptly, and before such conditions are disturbed, notify the OWNER in writing of: (1) subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or (2) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract. The OWNER shall promptly investigate the conditions, and if he finds that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the contract modified in writing accordingly.

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

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

ARTICLE 5 - BONDS AND INSURANCE:

Performance and Payment Bonds:

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

Contractor's Liability Insurance:

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

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

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

Owner's Liability Insurance

5.4 The OWNER will be responsible for purchasing and maintaining his own liability insurance and, at



his option, may purchase and maintain such insurance as will protect him against claims which may arise from operations under the Contract Documents.

Fire and Extended Coverage Insurance (Builders' Risk):

5.5 The CONTRACTOR shall maintain, as applicable, in an Insurance Company or Insurance Companies acceptable to the OWNER, Fire, Extended Coverage and Vandalism & Malicious Mischief Insurance on buildings and structures, while in the course of construction, including foundations, additions, attachments and all permanent fixtures belonging to and constituting a part of said buildings or structures. The policy or policies shall also cover machinery, if the cost of machinery is included in the Contract. The amount of insurance must at all times be at least equal to the actual cash value of the insured property. The policy shall be in the name of the OWNER and the CONTRACTOR, as their interests may appear, and shall also cover the interests of all Subcontractors performing work.

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

Cancellation and Re-Insurance:

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

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES:

Supervision and Superintendence:

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

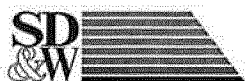
Labor, Materials and Equipment:

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

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

6.4 All materials and equipment will be new, except as otherwise provided in the Contract Documents. When special makes or grades of material which are normally packaged by the supplier or manufacturer are specified or approved, such materials shall be delivered to the site in their original packages or container with seals unbroken and labels intact.

6.5 All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors,



except as otherwise provided in the Contract Documents.

Materials, Equipment, Products and Substitutions:

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

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

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

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

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

6.6.5 No materials or supplies for the Work shall be purchased by the CONTRACTOR or by any Subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the Seller. The CONTRACTOR warrants that he has good title to all materials and supplies used by him in the Work.

Concerning Subcontractors:

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

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

CONTRACTOR on account of specific Work done in accordance with the schedule of values.

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

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

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

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

6.12.1 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the CONTRACTOR by the terms of these General Conditions and other Contract Documents insofar as applicable to the Work of Subcontractors, and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provisions of the Contract Documents.

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

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

Patent Fees and Royalties:

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

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

Permits:

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

Laws and Regulations:

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



Taxes:

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

Record Drawings:

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

Safety and Protection:

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

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

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

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

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

Emergencies:

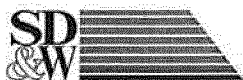
6.21 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the ENGINEER or OWNER, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. He will give the ENGINEER prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved. If the CONTRACTOR believes that additional work done by him in an emergency which arose from causes beyond his control entitles him to an increase in the Contract Price or an extension of the Contract Time, he may make a claim therefore as provided in Articles 11 and 12.

Shop Drawing and Samples:

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

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

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



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

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

6.27 The ENGINEER'S review of Shop Drawings or samples shall not relieve the CONTRACTOR from his responsibility for any deviations from the requirements of the Contract Documents unless the CONTRACTOR has in writing called the ENGINEER'S attention to such deviation at the time of submission and the ENGINEER has given written approval to the specific deviation, nor shall any review by the ENGINEER relieve the CONTRACTOR from responsibility for errors or omission in the Shop Drawings.

Cleaning Up:

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

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

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

Public Convenience and Safety:

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

Sanitary Provisions:

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

Indemnification:

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

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

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

Responsibility for Connecting to Existing Work:

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

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

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

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

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

Cooperation with Governmental Departments, Public Utilities, Etc:

6.38 The OWNER shall be responsible for making all necessary arrangements with governmental departments, public utilities, public carriers, service companies and corporations owning or controlling roadways, railways, water, sewer, gas, electrical, telephone, and telegraph facilities such as pavements, tracks, piping, wires, cables, conduits, poles, guys, etc., including incidental structure connected

therewith, that are encountered in the work in order that such items may be properly shored, supported and protected, or the CONTRACTOR may relocate them if he so desires. The CONTRACTOR shall give all proper notices, shall comply with requirements of such parties in the performance of his Work, shall permit entrance of such parties on the Project in order that they may perform their necessary work, and shall pay all charges and fees made by such parties for this work.

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

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

Use of Premises:

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

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

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

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

Protection of Existing Property Improvements:

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

Temporary Heat:

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

ARTICLE 7 - WORK BY OTHERS:

7.1 The OWNER may perform additional work related to the Project by himself, or he may let other direct contracts therefor which shall contain General Conditions similar to these. The CONTRACTOR



will afford the other contractors who are parties to such direct contracts (or the OWNER, if he is performing the additional work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate his Work with theirs.

7.2 If any part of the CONTRACTOR'S work depends for proper execution or results upon the work of any such other CONTRACTOR (or the OWNER), the CONTRACTOR will promptly report to the ENGINEER in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results.

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

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

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

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

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

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

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

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

ARTICLE 8 - OWNER'S RESPONSIBILITIES:

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

8.2 In case of termination of the employment of the ENGINEER, the OWNER will appoint an engineer



against whom the CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER. Any dispute in connection with such appointment shall be subject to arbitration, if mutually agreeable.

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

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

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

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

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

8.8 The OWNER shall have the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding the fact that the time for completing the entire Work or any portion thereof may not have expired; but such taking possession and use shall not be deemed an acceptance of any Work not completed in accordance with the Contract Documents. If such prior use increases the cost of or delays the Work, the CONTRACTOR shall be entitled to such extra compensation or extension of time or both, except by prior agreement, as the ENGINEER may determine. See paragraph 14.11.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION:

Owner's Representative:

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

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

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

Visits to Site:

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



Clarifications and Interpretations:

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

Measurement of Quantities:

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

Rejecting Defective Work:

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

Shop Drawings, Change Orders and Payments:

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

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

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

Resident Project Representative:

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

Decisions on Disagreements:

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

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



binding upon the OWNER and the CONTRACTOR. If the ENGINEER renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence but shall not supersede the arbitration proceedings, except where the decision is acceptable to the parties concerned.

Limitations on Engineer's Responsibilities:

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

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

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

ARTICLE 10 - CHANGES IN THE WORK:

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

10.2 The ENGINEER may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the CONTRACTOR believes that any minor change or alteration authorized by the ENGINEER entitles him to an increase in the Contract Price or extension of Contract Time, he may make a claim therefor as provided in Articles 11 and 12.

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

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

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

ARTICLE 11 - CHANGE OF CONTRACT PRICE:

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

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

- (1) In the specifications (including drawings and designs);



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

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

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

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

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

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

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

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

11.3.2 By negotiated lump sum.

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

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

11.4.1 Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to salaries and wages plus the costs of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes,

workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing work after regular working hours, on Sunday or legal holidays shall be included in the above to the extent authorized by OWNER.

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

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

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

11.4.5 Supplemental costs including the following:

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

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

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

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

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

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

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

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

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

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



11.5.1 Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals, (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the schedule referred to in subparagraph 11.4.1 -- all of which are to be considered administrative costs covered by the CONTRACTOR'S Fee.

11.5.2 Expenses of CONTRACTOR'S principal and branch offices other than his office at the site.

11.5.3 Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the Work and charges against CONTRACTOR'S for delinquent payments.

11.5.4 Cost of premiums for all bonds and for all insurance policies whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except as otherwise provide in subparagraph 11.4.5.9.)

11.5.5 Costs due to the negligence of CONTRACTOR, any Subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.5.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

11.6 The CONTRACTOR'S Fee which shall be allowed to CONTRACTOR for his overhead and profit shall be determined as follows;

11.6.1 A mutually acceptable firm fixed price; or if none can be agreed upon,

11.6.2. A mutually acceptable fixed fee based on the estimate of the various portions of the Cost of the Work.

11.7 The amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in cost, will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the net shall be computed to include overhead and profit, identified separately, for both additions and credits.

11.8 Whenever the cost of any Work is to be determined pursuant to paragraphs 11.4 and 11.5, CONTRACTOR will submit in form prescribed by ENGINEER an itemized cost breakdown together with supporting data.

11.9 Allowances: It is understood that the CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such materialmen, suppliers, or Subcontractors and for such sums within the limit of the allowances as the ENGINEER may approve. Upon final payment, the Contract Price shall be adjusted as required and an appropriate Change Order issued. The CONTRACTOR agrees that the original Contract Price includes such sums as he deems proper for costs and profit on account of cash allowances. No demand for additional cost or profit in connection therewith will be allowed.

11.9.1 These allowances shall cover the cost to the CONTRACTOR less any applicable trade discount, of the materials and equipment required by the allowance delivered at the site, and all applicable taxes.

11.9.2. The CONTRACTOR'S costs for unloading and handling on site, labor, installation costs, overhead, profit and other expenses contemplated for the original allowance shall be included in the Contract Price and not in the allowance.

11.9.3 Whenever the cost, as described in 11.9.1 above, is more than or less than the allowance, the Contract Price shall be adjusted accordingly by Change Order. The amount of the Change Order will recognize changes, if any, in handling costs on the site, labor, installation costs, overhead, profit and other expenses, except that whenever unit price allowances are stipulated for brick, the Change Order will not



include any cost as described in 11.5 above.

ARTICLE 12 - CHANGE OF THE CONTRACT TIME:

12.1 The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to OWNER and ENGINEER within ten days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined by ENGINEER if OWNER and CONTRACTOR cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

12.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if he makes a claim therefor as provided in paragraph 12.1. Such delays shall include, but not be restricted to, acts or neglect by any separate contractor employed by OWNER, fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

12.3 All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of the Article 12 shall not exclude recovery for damages (including compensation for additional professional services) for delay by either parties.

12.4 No claim for delay shall be allowed because of failure to furnish Drawings until two weeks after demand for such drawings and not then unless such claim be reasonable.

12.5 This article does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

ARTICLE 13 - GUARANTY:

13.1 The CONTRACTOR shall guarantee all materials and equipment furnished and Work performed for a period of one (1) year from the date of SUBSTANTIAL COMPLETION. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of SUBSTANTIAL COMPLETION of the system that the completed system is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs or adjustments, in the Work that may be made necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.

ARTICLE 14 - PAYMENTS AND COMPLETION:

Payments to Contractors:

14.1 At least ten (10) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER. The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the OWNER, or return the partial payment estimate to the CONTRACTOR indicating in writing his reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, within ten (10) days of presentation to him of an approved partial payment estimate, pay the CONTRACTOR a progress



payment on the basis of the approved partial payment estimate. The OWNER may retain a portion of the amount otherwise due the CONTRACTOR. Except as State law otherwise provides, the amount the OWNER retains shall be limited to the following:

14.1.1 Withholding of not more than 10 per cent of the payment claimed until work is 50 per cent complete;

14.1.2 When Work is 50 per cent complete, reduction of the withholding to 5 per cent of the dollar value of all Work satisfactorily completed to date, provided that the CONTRACTOR is making satisfactory progress and there is no specific cause for greater withholding;

14.1.3 When the Work is substantially complete (operational or beneficial occupancy), the withheld amount shall be further reduced below 5 per cent to only that amount necessary to assure completion.

14.1.4 The OWNER may reinstate up to 10 per cent withholding if the OWNER determines, at its discretion, that the CONTRACTOR is not making satisfactory progress or there is other specific cause for such withholding.

Contractor's Warranty of Title:

14.2 The CONTRACTOR warrants and guarantees that title to all work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will have passed to the OWNER prior to the making of the Application for payment, free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens") and that no work, materials or equipment covered by an Application for Payment will have been acquired by the CONTRACTOR or by any other person performing the Work at the Site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the CONTRACTOR or such other person.

Approval of Payments:

14.3 The ENGINEER'S approval of any payment requested in an Application for Payment shall constitute a representation by him to the OWNER, based on the ENGINEER'S on-site observations of the Work in progress as an experienced and qualified design professional and on his review of the Application of Payment and the supporting data, that the Work has progressed to the point indicated; That, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in his approval), and that the CONTRACTOR is entitled to payment of the amount approved. However, by approving any such payment, the ENGINEER shall not thereby be deemed to have represented that he made exhaustive or continuous on-site observations to check the quality or the quantity of the Work, or that he has reviewed the means, methods, techniques, sequences, and procedures of construction or that he has made any examination to ascertain how or for what purpose the CONTRACTOR has used the moneys paid or to be paid to him on account of the Contract Price, or that title to any Work, materials, or equipment has passed to the OWNER free and clear of any Liens.

14.4 The CONTRACTOR shall make the following certification on each request for payment:

"I hereby certify that the labor and materials listed on this request for payment has been used in the construction of this work or that all materials included in this request for payment and not yet incorporated into the construction are now on the site or stored at an approved location; and payment received from the last request for payment has been used to make payments to all first tier subcontractors and suppliers except as listed below."

14.5 The ENGINEER'S approval of final payment shall constitute an additional representation by him to the OWNER that the conditions precedent to the CONTRACTOR'S being entitled to final payment as set forth in paragraph 14.11 have been fulfilled.

14.6 The ENGINEER may refuse to approve the whole or any part of any payment if, in his opinion, he is



unable to make such representations to the OWNER. He may also refuse to approve any such payment, because of subsequently discovered evidence or the results of subsequent inspections or tests nullify any such payment previously approved, to such extent as may be necessary in his opinion to protect the OWNER from loss because:

14.6.1 The Work is defective, or completed Work has been damaged requiring correction or replacement,

14.6.2 The Work for which payment is request cannot be verified,

14.6.3 Claims or Liens have been filed or there is reasonable evidence indicating the probable filing thereof,

14.6.4 The Contract Price has been reduced because of Modifications,

14.6.5 The OWNER has been required to correct defective Work or complete the Work in accordance with paragraph 13.1,

14.6.6. Of unsatisfactory prosecution of the Work, including failure to clean up as required by paragraphs 6.29 and 6.30,

14.6.7. Of persistent failure to cooperate with other contractors on the Project and persistent failure to carry out the Work in accordance with the Contract Documents,

14.6.8. Of liquidated damages payable by the CONTRACTOR or,

14.6.9. Of any other violation of, or failure to comply with, the provisions of the Contract Documents.

14.7 Prior to Substantial Completion, the OWNER, with the approval of the ENGINEER and with the concurrence of the CONTRACTOR, may use any completed or substantially completed portions of the Work. Such use shall not constitute and acceptance of such portions of the Work.

14.8 The OWNER shall have the right to enter the premises for the purpose of doing work not covered by the Contract Documents. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the Work, or restoration of any damaged Work, except such as may be caused by agents or employees of the OWNER.

14.9 Upon completion and acceptance of the Work, the ENGINEER shall issue a certificate attached to the final payment request that the Work has been accepted by him under the conditions of the Contract Documents. The entire balance found to be due the CONTRACTOR, including the retained percentages, but except such sums as may be lawfully retained by the OWNER, shall be paid to the CONTRACTOR within thirty (30) days of completion and acceptance of the Work.

14.10 The CONTRACTOR will indemnify and save the OWNER or the OWNER'S agents harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the Work. The CONTRACTOR shall, at the OWNER'S request, furnish satisfactory evidence that all obligations of nature designated above have been paid, discharged, or waived. If the CONTRACTOR fails to do so the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment made under the Contract Documents by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.

Acceptance of Final Payment as Release:

14.11 The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims and liability to the CONTRACTOR other than claims in stated amounts as may



be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this Work and for every act and neglect of the OWNER and others relating to or arising out of this Work. Any payment however, final or otherwise, shall not release the CONTRACTOR or his sureties from any obligations under the Contract Documents or the Performance Bond and Payment Bonds.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION:

Owner May Suspend Work:

15.1 The OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to the CONTRACTOR and the ENGINEER which shall fix the date on which Work shall be resumed. The CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if he makes a claim therefor as provided in Articles 11 and 12.

Work During Inclement Weather:

15.2 No Work shall be done under these Specifications except by permission of the OWNER when the weather is unfit for good and careful work to be performed. Should the severity of the weather continue, the CONTRACTOR, upon the direction of the OWNER, shall suspend all work until instructed to resume operations by the OWNER and the Contract Time shall be extended to cover the duration of the order. Work damaged during periods of suspension due to inclement weather shall be repaired and/or replaced by the CONTRACTOR. Any compensation for repairs or replacements shall be subject to approval of the OWNER.

Owner May Terminate:

15.3 If the CONTRACTOR is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of his property; or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or he disregards laws, ordinances, rules regulations or orders of any public body having jurisdiction, or if he disregards the authority of the ENGINEER, or if he otherwise violates any provision of the Contract Documents, then the OWNER may without prejudice to any other right or remedy and after giving the CONTRACTOR and his surety seven days written notice, terminate the services of the CONTRACTOR and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR, and finish the Work by whatever method he may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR or the Surety will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a Change Order.

15.4 Where the CONTRACTOR'S services have been so terminated by the OWNER, said terminations shall not affect any rights of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys by the OWNER due the CONTRACTOR will not release the CONTRACTOR from liability.

15.5 Upon seven days written notice to the CONTRACTOR and the ENGINEER, the OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Agreement. In such case, the CONTRACTOR shall be paid for all Work executed and any expense sustained plus a reasonable profit.

Removal of Equipment:

15.6 In the case of termination of this Contract before completion, for any cause whatever, the CONTRACTOR if notified to do so by the OWNER, shall promptly remove any part or all of his equipment and supplies from the property of the OWNER. Should the CONTRACTOR not remove such equipment and supplies, the OWNER shall have the right to remove them at the expense of the CONTRACTOR. Equipment and supplies shall not be construed to include such items for which the CONTRACTOR has been paid in whole or in part.

Contractor May Stop Work or Terminate:

15.7 If, through no act or fault of the CONTRACTOR, the Work is suspended for a period of more than ninety (90) days by the OWNER or under an order of court or other public authority, or the ENGINEER fails to act on any Application for Payment within thirty (30) days after it is submitted, or the OWNER fails to pay the CONTRACTOR any sum approved by the ENGINEER or awarded by arbitrators within thirty (30) days of its approval and presentation, then the CONTRACTOR may, upon seven (7) days written notice to the OWNER and the ENGINEER, terminate the Agreement and recover from the OWNER payment for all Work executed and any expense sustained plus a reasonable profit. In addition and in lieu of terminating the Agreement, if the ENGINEER has failed to act on an Application for Payment or the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon seven (7) days notice to the OWNER and the ENGINEER stop the Work until he has been paid all amounts then due.

Owner Furnished Equipment:

15.8 In case the OWNER furnishes equipment to the CONTRACTOR to install, but fails to deliver it to the CONTRACTOR as required and in case such failure causes the CONTRACTOR additional expense or need for extension of time, the CONTRACTOR may make such claims upon the OWNER and obtain adjustments as provided herein.

Liquidated Damages:

15.9 If the CONTRACTOR shall fail to complete the work within the contract time, or extension of time granted by the OWNER, then the CONTRACTOR will pay to the OWNER the amount for liquidated damages as specified in the Contract Documents for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the Contract Documents.

ARTICLE 16 - DISPUTE SETTLEMENT:

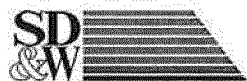
16.1 All claims, disputes and other matters in question arising out of, or relating to, this Agreement or the breach thereof except for claims which have been waived by the making or acceptance of final payment as provided by paragraph 14.11, shall be decided in a court of competent jurisdiction.

ARTICLE 17 - MISCELLANEOUS:

17.1 Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to him who gives the notice.

17.2 If the OWNER fails to make payment thirty (30) days after approval by the ENGINEER, in addition to other remedies available to the CONTRACTOR, there shall be added to each such progress payment, interest at 1% per month commencing on the first day after said payment is due and continuing until the payment is received by the CONTRACTOR.

17.3 All Specifications, Drawings and copies thereof furnished by the ENGINEER shall remain his property. They shall not be used on another Project, and, with the exception of those sets which have



been signed in connection with the execution of the Agreement, shall be returned to him on request upon completion of the Project.

17.4 The duties and obligations imposed by these General Conditions, and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.36 and 14.3 and the rights and remedies available to OWNER and ENGINEER thereunder, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available by law, by special guarantee or by other provisions of the CONTRACT DOCUMENTS.

17.5 Should the OWNER or the CONTRACTOR suffer injury or damage to its person or property because of any error, omission or act of the other or of any of his employee or agents or others for whose acts he is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

17.6 The CONTRACT DOCUMENTS shall be governed by the law of the place of the Project.

Progress Charts and Requirements for Overtime Work

17.7 The CONTRACTOR shall within 5 days or within such time as determined by the OWNER after date of commencement of work prepare and submit to the OWNER for approval a practicable schedule, showing the order in which the CONTRACTOR proposes to carry on the work, the date on which he will start the several salient features (including procurement of materials, plans and equipment) and the contemplated dates for completing the same. The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion at any time. The CONTRACTOR shall enter on the chart the actual progress at such intervals as directed by the OWNER and shall immediately deliver to the OWNER three (3) copies thereof. If the CONTRACTOR fails to submit a progress schedule within the time herein prescribed, the owner may withhold approval of progress payment estimates until such time as the CONTRACTOR submits the required progress schedule.

If, in the opinion of the OWNER, the CONTRACTOR falls behind the progress schedule, the CONTRACTOR shall take such steps as may be necessary to improve his progress and the OWNER may require him to increase the number of shifts, or overtime operations, days of work, or the amount of construction plant, or update the progress schedule to reflect increased production for meeting the completion date, or all of them, and to submit for approval such supplementary schedule or schedules in chart form as may be deemed necessary to demonstrate the manner in which the agreed rate of progress will be regained, all without additional cost to the OWNER.

Failure of the CONTRACTOR to comply with the requirements of the OWNER under this provision shall be grounds for determination by the OWNER that the CONTRACTOR is not prosecuting the work with such diligence as will insure completion within the time specified. Upon such determination the OWNER may terminate the CONTRACTOR'S right to proceed with the work or any separable part thereof in accordance with the clause of the contract entitled, "Termination for Default-Damages for Delay - Time Extensions.

Should the Contractor fail to complete the work within the specified time, or within any extra time allowed under these specifications, a sum of money, determined by the following schedule, shall be deducted from any funds due the Contractor, the Owner shall have the right recover the said sum or sums from the Contractor or from the surety, or from both. The amounts of these deductions are to cover the liquidated damages to the Owner incurred by additional or other expenses due to the failure of the Contractor to complete the work or any part of the work within the time specified, and such deductions are not to be considered penalties.

The damages indicated above shall be considered as liquidated damages for the loss to the Owner on account of the expense due to the employment of Engineers and their assistants and to any others expenses incurred after the expiration of the Contract time as determined by the Engineer.

SECTION 3 REQUIREMENTS

Section 3

What is Section 3?

Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 that helps foster local economic development, neighborhood economic improvement, and individual self-sufficiency. The Section 3 program requires that recipients of certain HUD financial assistance, to the greatest extent feasible, provide job training, employment, and contracting opportunities for low- or very-low income residents in connection with projects and activities in their neighborhoods.

How does Section 3 promote self-sufficiency?

Section 3 is a starting point to obtain job training, employment and contracting opportunities. From this integral foundation coupled with other resources

- Federal, state and local programs
- Advocacy groups
- Community and faith-based organizations

comes the opportunity for economic advancement and self-sufficiency.

How does Section 3 promote homeownership?

Section 3 is a starting point to homeownership. Once a Section 3 resident has obtained employment or contracting opportunities they have begun the first step to self-sufficiency.

Remember, "It doesn't have to be fields of dreams". Homeownership is achievable. For more information visit our HUD [website](#).

Who are Section 3 residents?

Section 3 residents are:

- Public housing residents or
- Persons who live in the area where a HUD-assisted project is located and who have a household income that falls below HUD's income limits.

Determining Income Levels

- Low income is defined as 80% or below the median income of that area.
- Very low income is defined as 50% or below the median income of that area.

What is a Section 3 business concern?

A business that:

- Is 51 percent or more owned by Section 3 residents;

- Employs Section 3 residents for at least 30 percent of its full-time, permanent staff; or
- Provides evidence of a commitment to subcontract to Section 3 business concerns, 25 percent or more of the dollar amount of the awarded contract.

What programs are covered?

Section 3 applies to HUD-funded Public and Indian Housing assistance for development, operating, and modernization expenditures.

Section 3 also applies to certain HUD-funded Housing and Community Development projects that complete housing rehabilitation, housing construction, and other public construction.

What types of economic opportunities are available under Section 3?

- Job training
- Employment
- Contracts

Any employment resulting from these expenditures, including administration, management, clerical support, and construction, is subject to compliance with Section 3.

Examples of Opportunities include:

- | | | |
|------------------------|-------------------------|-----------------------|
| • Accounting | • Electrical | • Marketing |
| • Architecture | • Elevator Construction | • Painting |
| • Appliance repair | • Engineering | • Payroll Photography |
| • Bookkeeping | • Fencing | • Plastering |
| • Bricklaying | • Florists | • Plumbing |
| • Carpentry | • Heating | • Printing Purchasing |
| • Carpet Installation | • Iron Works | • Research |
| • Catering | • Janitorial | • Surveying |
| • Cement/Masonry | • Landscaping | • Tile setting |
| • Computer/Information | • Machine Operation | • Transportation |
| • Demolition | • Manufacturing | • Word processing |
| • Drywall | | |

Who will award the economic opportunities?

Recipients of HUD financial assistance will award the economic opportunities. They and their contractors and subcontractors are required to provide, to the greatest extent feasible, economic opportunities consistent with existing Federal, State, and local laws and regulations.

Who receives priority under Section 3?

For training and employment:

- Persons in public and assisted housing

- Persons in the area where the HUD financial assistance is spent
- Participants in HUD Youthbuild programs
- Homeless persons

For contracting:

- Businesses that meet the definition of a Section 3 business concern

How can businesses find Section 3 residents to work for them?

Businesses can recruit Section 3 residents in public housing developments and in the neighborhoods where the HUD assistance is being spent. Effective ways of informing residents about available training and job opportunities are:

- Contacting resident organizations, local community development and employment agencies
- Distributing flyers
- Posting signs
- Placing ads in local newspapers

Are recipients, contractors, and subcontractors required to provide long-term employment opportunities, not simply seasonal or temporary employment?

Recipients are required, to the greatest extent feasible, to provide all types of employment opportunities to low and very low-income persons, including permanent employment and long-term jobs.

Recipients and contractors are encouraged to have Section 3 residents make up at least 30 percent of their permanent, full-time staff.

A Section 3 resident who has been employed for 3 years may no longer be counted towards meeting the 30 percent requirement. This encourages recipients to continue hiring Section 3 residents when employment opportunities are available.

What if it appears an entity is not complying with Section 3?

There is a complaint process. Section 3 residents, businesses, or a representative for either may file a complaint if it seems a recipient is violating Section 3 requirements are being on a HUD-funded project.

Will HUD require compliance?

Yes. HUD monitors the performance of contractors, reviews annual reports from recipients, and investigates complaints. HUD also examines employment and contract records for evidence that recipients are training and employing Section 3 residents and awarding contracts to Section 3 businesses.

How can Section 3 residents or Section 3 business concerns allege Section 3 violations?

You can file a written complaint with the local HUD Field Office or mail it to:

The Assistant Secretary for Fair Housing and Equal Opportunity
Attn: Office of Economic Opportunity
U.S. Department of Housing and Urban Development
451 Seventh Street, S.W.,
Room 5100
Washington, D.C. 20410-2000

A written complaint should contain:

- Name and address of the person filing the complaint
- Name and address of subject of complaint (HUD recipient, contractor or subcontractor)
- Description of acts or omissions in alleged violation of Section 3
- Statement of corrective action sought i.e. training, employment or contracts

§ 135.1

APPENDIX TO PART 135

AUTHORITY: 12 U.S.C. 1701u; 42 U.S.C. 3535(d).

SOURCE: 59 FR 33680, June 30, 1994, unless otherwise noted.

EFFECTIVE DATE NOTE: At 59 FR 33680, June 30, 1994, part 135 was revised effective August 1, 1994 through June 30, 1995. At 60 FR 28325, May 31, 1995, the effective period was extended until the final rule implementing changes made to section 3 of the Housing and Urban Development Act of 1968 by the Housing and Community Development Act of 1992 is published and becomes effective.

Subpart A—General Provisions

§ 135.1 Purpose.

(a) *Section 3.* The purpose of section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (section 3) is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

(b) *Part 135.* The purpose of this part is to establish the standards and procedures to be followed to ensure that the objectives of section 3 are met.

§ 135.2 Effective date of regulation.

The regulations of this part will remain in effect until the date the final rule adopting the regulations of this part with or without changes is published and becomes effective, at which point the final rule will remain in effect.

[60 FR 28326, May 31, 1995]

§ 135.3 Applicability.

(a) *Section 3 covered assistance.* Section 3 applies to the following HUD assistance (section 3 covered assistance):

(1) *Public and Indian housing assistance.* Section 3 applies to training, employment, contracting and other economic opportunities arising from the

24 CFR Subtitle B, Ch. I (4-1-03 Edition)

expenditure of the following public and Indian housing assistance:

(i) Development assistance provided pursuant to section 5 of the U.S. Housing Act of 1937 (1937 Act);

(ii) Operating assistance provided pursuant to section 9 of the 1937 Act; and

(iii) Modernization assistance provided pursuant to section 14 of the 1937 Act;

(2) *Housing and community development assistance.* Section 3 applies to training, employment, contracting and other economic opportunities arising in connection with the expenditure of housing assistance (including section 8 assistance, and including other housing assistance not administered by the Assistant Secretary of Housing) and community development assistance that is used for the following projects;

(i) Housing rehabilitation (including reduction and abatement of lead-based paint hazards, but excluding routine maintenance, repair and replacement);

(ii) Housing construction; and

(iii) Other public construction.

(3) *Thresholds—(i) No thresholds for section 3 covered public and Indian housing assistance.* The requirements of this part apply to section 3 covered assistance provided to recipients, notwithstanding the amount of the assistance provided to the recipient. The requirements of this part apply to all contractors and subcontractors performing work in connection with projects and activities funded by public and Indian housing assistance covered by section 3, regardless of the amount of the contract or subcontract.

(ii) *Thresholds for section 3 covered housing and community development assistance—(A) Recipient thresholds.* The requirements of this part apply to recipients of other housing and community development program assistance for a section 3 covered project(s) for which the amount of the assistance exceeds \$200,000.

(B) *Contractor and subcontractor thresholds.* The requirements of this part apply to contractors and subcontractors performing work on section 3 covered project(s) for which the amount of the assistance exceeds \$200,000; and the contract or subcontract exceeds \$100,000.

(C) *Threshold met for recipients, but not contractors or subcontractors.* If a recipient receives section 3 covered housing or community development assistance in excess of \$200,000, but no contract exceeds \$100,000, the section 3 preference requirements only apply to the recipient.

(b) *Applicability of section 3 to entire project or activity funded with section 3 assistance.* The requirements of this part apply to the entire project or activity that is funded with section 3 covered assistance, regardless of whether the section 3 activity is fully or partially funded with section 3 covered assistance.

(c) *Applicability to Indian housing authorities and Indian tribes.* Indian housing authorities and tribes that receive HUD assistance described in paragraph (a) of this section shall comply with the procedures and requirements of this part to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)). (See 24 CFR part 905.)

(d) *Other HUD assistance and other Federal assistance.* Recipients, contractors and subcontractors that receive HUD assistance, not listed in paragraph (a) of this section, or other Federal assistance, are encouraged to provide, to the greatest extent feasible, training, employment, and contracting opportunities generated by the expenditure of this assistance to low- and very low-income persons, and business concerns owned by low- and very low-income persons, or which employ low- and very low-income persons.

§ 135.5 Definitions.

The terms *Department*, *HUD*, *Indian housing authority (IHA)*, *Public housing agency (PHA)*, and *Secretary* are defined in 24 CFR part 5.

Annual Contributions Contract (ACC) means the contract under the U.S. Housing Act of 1937 (1937 Act) between HUD and the PHA, or between HUD and the IHA, that contains the terms and conditions under which HUD assists the PHA or the IHA in providing decent, safe, and sanitary housing for low income families. The ACC must be in a form prescribed by HUD under

which HUD agrees to provide assistance in the development, modernization and/or operation of a low income housing project under the 1937 Act, and the PHA or IHA agrees to develop, modernize and operate the project in compliance with all provisions of the ACC and the 1937 Act, and all HUD regulations and implementing requirements and procedures. (The ACC is not a form of procurement contract.)

Applicant means any entity which makes an application for section 3 covered assistance, and includes, but is not limited to, any State, unit of local government, public housing agency, Indian housing authority, Indian tribe, or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization (CHDO), resident management corporation, resident council, or cooperative association.

Assistant Secretary means the Assistant Secretary for Fair Housing and Equal Opportunity.

Business concern means a business entity formed in accordance with State law, and which is licensed under State, county or municipal law to engage in the type of business activity for which it was formed.

Business concern that provides economic opportunities for low- and very low-income persons. See definition of "section 3 business concern" in this section.

Contract. See the definition of "section 3 covered contract" in this section.

Contractor means any entity which contracts to perform work generated by the expenditure of section 3 covered assistance, or for work in connection with a section 3 covered project.

Employment opportunities generated by section 3 covered assistance means all employment opportunities generated by the expenditure of section 3 covered public and Indian housing assistance (i.e., operating assistance, development assistance and modernization assistance, as described in § 135.3(a)(1)). With respect to section 3 covered housing and community development assistance, this term means all employment opportunities arising in connection

with section 3 covered projects (as described in §135.3(a)(2)), including management and administrative jobs connected with the section 3 covered project. Management and administrative jobs include architectural, engineering or related professional services required to prepare plans, drawings, specifications, or work write-ups; and jobs directly related to administrative support of these activities, e.g., construction manager, relocation specialist, payroll clerk, etc.

Housing authority (HA) means, collectively, public housing agency and Indian housing authority.

Housing and community development assistance means any financial assistance provided or otherwise made available through a HUD housing or community development program through any grant, loan, loan guarantee, cooperative agreement, or contract, and includes community development funds in the form of community development block grants, and loans guaranteed under section 108 of the Housing and Community Development Act of 1974, as amended. Housing and community development assistance does not include financial assistance provided through a contract of insurance or guaranty.

Housing development means low-income housing owned, developed, or operated by public housing agencies or Indian housing authorities in accordance with HUD's public and Indian housing program regulations codified in 24 CFR Chapter IX.

HUD Youthbuild programs mean programs that receive assistance under subtitle D of Title IV of the National Affordable Housing Act, as amended by the Housing and Community Development Act of 1992 (42 U.S.C. 12839), and provide disadvantaged youth with opportunities for employment, education, leadership development, and training in the construction or rehabilitation of housing for homeless individuals and members of low- and very low-income families.

Indian tribes shall have the meaning given this term in 24 CFR part 571.

JTPA means the Job Training Partnership Act (29 U.S.C. 1579(a)).

Low-income person. See the definition of "section 3 resident" in this section.

Metropolitan area means a metropolitan statistical area (MSA), as established by the Office of Management and Budget.

Neighborhood area means:

(1) For HUD housing programs, a geographical location within the jurisdiction of a unit of general local government (but not the entire jurisdiction) designated in ordinances, or other local documents as a neighborhood, village, or similar geographical designation.

(2) For HUD community development programs, see the definition, if provided, in the regulations for the applicable community development program, or the definition for this term in 24 CFR 570.204(o)(1).

New hires mean full-time employees for permanent, temporary or seasonal employment opportunities.

Nonmetropolitan county means any county outside of a metropolitan area.

Other HUD programs means HUD programs, other than HUD public and Indian housing programs, that provide housing and community development assistance for "section 3 covered projects," as defined in this section.

Public housing resident has the meaning given this term in 24 CFR part 983.

Recipient means any entity which receives section 3 covered assistance, directly from HUD or from another recipient and includes, but is not limited to, any State, unit of local government, PHA, IHA, Indian tribe, or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization, resident management corporation, resident council, or cooperative association. Recipient also includes any successor, assignee or transferee of any such entity, but does not include any ultimate beneficiary under the HUD program to which section 3 applies and does not include contractors.

Section 3 means section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701a).

Section 3 business concern means a business concern, as defined in this section—

(1) That is 51 percent or more owned by section 3 residents; or

(2) Whose permanent, full-time employees include persons, at least 30 percent of whom are currently section 3 residents, or within three years of the date of first employment with the business concern were section 3 residents; or

(3) That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (1) or (2) in this definition of "section 3 business concern."

Section 3 clause means the contract provisions set forth in § 135.38.

Section 3 covered activity means any activity which is funded by section 3 covered assistance public and Indian housing assistance.

Section 3 covered assistance means: (1) Public and Indian housing development assistance provided pursuant to section 5 of the 1937 Act;

(2) Public and Indian housing operating assistance provided pursuant to section 9 of the 1937 Act;

(3) Public and Indian housing modernization assistance provided pursuant to section 14 of the 1937 Act;

(4) Assistance provided under any HUD housing or community development program that is expended for work arising in connection with:

(i) Housing rehabilitation (including reduction and abatement of lead-based paint hazards, but excluding routine maintenance, repair and replacement);

(ii) Housing construction; or

(iii) Other public construction project (which includes other buildings or improvements, regardless of ownership).

Section 3 covered contract means a contract or subcontract (including a professional service contract) awarded by a recipient or contractor for work generated by the expenditure of section 3 covered assistance, or for work arising in connection with a section 3 covered project. "Section 3 covered contracts" do not include contracts awarded under HUD's procurement program, which are governed by the Federal Acquisition Regulation System (see 48 CFR, Chapter 1). "Section 3 covered contracts" also do not include contracts for the purchase of supplies and

materials. However, whenever a contract for materials includes the installation of the materials, the contract constitutes a section 3 covered contract. For example, a contract for the purchase and installation of a furnace would be a section 3 covered contract because the contract is for work (i.e., the installation of the furnace) and thus is covered by section 3.

Section 3 covered project means the construction, reconstruction, conversion or rehabilitation of housing (including reduction and abatement of lead-based paint hazards), other public construction which includes buildings or improvements (regardless of ownership) assisted with housing or community development assistance.

Section 3 joint venture. See § 135.40. *Section 3 resident* means: (1) A public housing resident; or

(2) An individual who resides in the metropolitan area or nonmetropolitan county in which the section 3 covered assistance is expended, and who is:

(i) A *low-income person*, as this term is defined in section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families; or

(ii) A *very low-income person*, as this term is defined in section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)) defines this term to mean families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that

§ 135.7

such variations are necessary because of unusually high or low family incomes.

(3) A person seeking the training and employment preference provided by section 3 bears the responsibility of providing evidence (if requested) that the person is eligible for the preference.

Section 8 assistance means assistance provided under section 8 of the 1937 Act (42 U.S.C. 1437f) pursuant to 24 CFR part 882, subpart G.

Service area means the geographical area in which the persons benefitting from the section 3 covered project reside. The service area shall not extend beyond the unit of general local government in which the section 3 covered assistance is expended. In HUD's Indian housing programs, the service area, for IHAs established by an Indian tribe as a result of the exercise of the tribe's sovereign power, is limited to the area of tribal jurisdiction.

Subcontractor means any entity (other than a person who is an employee of the contractor) which has a contract with a contractor to undertake a portion of the contractor's obligation for the performance of work generated by the expenditure of section 3 covered assistance, or arising in connection with a section 3 covered project.

Very low-income person. See the definition of "section 3 resident" in this section.

Youthbuild programs. See the definition of "HUD Youthbuild programs" in this section.

[59 FR 39880, June 30, 1994, as amended at 61 FR 5206, Feb. 9, 1996]

§ 135.7 Delegation of authority.

Except as may be otherwise provided in this part, the functions and responsibilities of the Secretary under section 3, and described in this part, are delegated to the Assistant Secretary for Fair Housing and Equal Opportunity. The Assistant Secretary is further authorized to redelegate functions and responsibilities to other employees of HUD; *provided however*, that the authority to issue rules and regulations under this part, which authority is delegated to the Assistant Secretary, may

24 CFR Subtitle B, Ch. I (4-1-03 Edition)

not be redelegated by the Assistant Secretary.

§ 135.9 Requirements applicable to HUD NOFAs for section 3 covered programs.

(a) *Certification of compliance with part 135.* All notices of funding availability (NOFAs) issued by HUD that announce the availability of funding covered by section 3 shall include a provision in the NOFA that notifies applicants that section 3 and the regulations in part 135 are applicable to funding awards made under the NOFA. Additionally the NOFA shall require as an application submission requirement (which may be specified in the NOFA or application kit) a certification by the applicant that the applicant will comply with the regulations in part 135. (For PHAs, this requirement will be met where a PHA Resolution in Support of the Application is submitted.) With respect to application evaluation, HUD will accept an applicant's certification unless there is evidence substantially challenging the certification.

(b) *Statement of purpose in NOFAs.* (1) For competitively awarded assistance in which the grants are for activities administered by an HA, and those activities are anticipated to generate significant training, employment or contracting opportunities, the NOFA must include a statement that one of the purposes of the assistance is to give to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, job training, employment, contracting and other economic opportunities to section 3 residents and section 3 business concerns.

(2) For competitively awarded assistance involving housing rehabilitation, construction or other public construction, where the amount awarded to the applicant may exceed \$200,000, the NOFA must include a statement that one of the purposes of the assistance is to give, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, job training, employment, contracting and other economic opportunities to section 3 residents and section 3 business concerns.

(c) *Section 3 as NOFA evaluation criteria.* Where not otherwise precluded by statute, in the evaluation of applications for the award of assistance, consideration shall be given to the extent to which an applicant has demonstrated that it will train and employ section 3 residents and contract with section 3 business concerns for economic opportunities generated in connection with the assisted project or activity. The evaluation criteria to be utilized, and the rating points to be assigned, will be specified in the NOFA.

§ 135.11 Other laws governing training, employment, and contracting.

Other laws and requirements that are applicable or may be applicable to the economic opportunities generated from the expenditure of section 3 covered assistance include, but are not necessarily limited to those listed in this section.

(a) *Procurement standards for States and local governments (24 CFR 85.36)—(1) General.* Nothing in this part 135 prescribes specific methods of procurement. However, neither section 3 nor the requirements of this part 135 supersede the general requirement of 24 CFR 85.36(c) that all procurement transactions be conducted in a competitive manner. Consistent with 24 CFR 85.36(c)(2), section 3 is a Federal statute that expressly encourages, to the maximum extent feasible, a geographic preference in the evaluation of bids or proposals.

(2) *Flexible Subsidy Program.* Multifamily project mortgagors in the Flexible Subsidy Program are not required to utilize the methods of procurement in 24 CFR 85.36(d), and are not permitted to utilize methods of procurement that would result in their award of a contract to a business concern that submits a bid higher than the lowest responsive bid. A multifamily project mortgagor, however, must ensure that, to the greatest extent feasible, the procurement practices it selects provide preference to section 3 business concerns.

(b) *Procurement standards for other recipients (OMB Circular No. A-110).* Nothing in this part prescribes specific methods of procurement for grants and other agreements with institutions of

higher education, hospitals, and other nonprofit organizations. Consistent with the requirements set forth in OMB Circular No. A-110, section 3 is a Federal statute that expressly encourages a geographic preference in the evaluation of bids or proposals.

(c) *Federal labor standards provisions.* Certain construction contracts are subject to compliance with the requirement to pay prevailing wages determined under Davis-Bacon Act (40 U.S.C. 276a-276a-7) and implementing U.S. Department of Labor regulations in 29 CFR part 5. Additionally, certain HUD-assisted rehabilitation and maintenance activities on public and Indian housing developments are subject to compliance with the requirement to pay prevailing wage rates, as determined or adopted by HUD, to laborers and mechanics employed in this work. Apprentices and trainees may be utilized on this work only to the extent permitted under either Department of Labor regulations at 29 CFR part 5 or for work subject to HUD-determined prevailing wage rates, HUD policies and guidelines. These requirements include adherence to the wage rates and ratios of apprentices or trainees to journeymen set out in "approved apprenticeship and training programs," as described in paragraph (d) of this section.

(d) *Approved apprenticeship and trainee programs.* Certain apprenticeship and trainee programs have been approved by various Federal agencies. Approved apprenticeship and trainee programs include: an apprenticeship program approved by the Bureau of Apprenticeship and Training of the Department of Labor, or a State Apprenticeship Agency, or an on-the-job training program approved by the Bureau of Apprenticeship and Training, in accordance with the regulations at 29 CFR part 5; or a training program approved by HUD in accordance with HUD policies and guidelines, as applicable. Participation in an approved apprenticeship program does not, in and of itself, demonstrate compliance with the regulations of this part.

(e) *Compliance with Executive Order 11246.* Certain contractors covered by this part are subject to compliance with Executive Order 11246, as amended

§ 135.30

by Executive Order 12086, and the Department of Labor regulations issued pursuant thereto (41 CFR chapter 60) which provide that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of Federal or Federally assisted construction contracts.

Subpart B—Economic Opportunities for Section 3 Residents and Section 3 Business Concerns

§ 135.30 Numerical goals for meeting the greatest extent feasible requirement.

(a) *General.* (1) Recipients and covered contractors may demonstrate compliance with the "greatest extent feasible" requirement of section 3 by meeting the numerical goals set forth in this section for providing training, employment, and contracting opportunities to section 3 residents and section 3 business concerns.

(2) The goals established in this section apply to the entire amount of section 3 covered assistance awarded to a recipient in any Federal Fiscal Year (FY), commencing with the first FY following the effective date of this rule.

(3) For recipients that do not engage in training, or hiring, but award contracts to contractors that will engage in training, hiring, and subcontracting, recipients must ensure that, to the greatest extent feasible, contractors will provide training, employment, and contracting opportunities to section 3 residents and section 3 business concerns.

(4) The numerical goals established in this section represent minimum numerical targets.

(b) *Training and employment.* The numerical goals set forth in paragraph (b) of this section apply to new hires. The numerical goals reflect the aggregate hires. Efforts to employ section 3 residents, to the greatest extent feasible, should be made at all job levels.

(1) *Numerical goals for section 3 covered public and Indian housing programs.* Recipients of section 3 covered public and Indian housing assistance (as described in § 135.5) and their contractors and

24 CFR Subtitle B, Ch. I (4-1-03 Edition)

subcontractors may demonstrate compliance with this part by committing to employ section 3 residents as:

(i) 10 percent of the aggregate number of new hires for the one year period beginning in FY 1995;

(ii) 20 percent of the aggregate number of new hires for the one period beginning in FY 1996;

(iii) 30 percent of the aggregate number of new hires for one year period beginning in FY 1997 and continuing thereafter.

(2) *Numerical goals for other HUD programs covered by section 3.* (i) Recipients of section 3 covered housing assistance provided under other HUD programs, and their contractors and subcontractors (unless the contract or subcontract awards do not meet the threshold specified in § 135.3(a)(3)) may demonstrate compliance with this part by committing to employ section 3 residents as 10 percent of the aggregate number of new hires for each year over the duration of the section 3 project;

(ii) Where a managing general partner or management agent is affiliated, in a given metropolitan area, with recipients of section 3 covered housing assistance, for an aggregate of 500 or more units in any fiscal year, the managing partner or management agent may demonstrate compliance with this part by committing to employ section 3 residents as:

(A) 10 percent of the aggregate number of new hires for the one year period beginning in FY 1995;

(B) 20 percent of the aggregate number of new hires for the one year period beginning in FY 1996;

(C) 30 percent of the aggregate number of new hires for the one year period beginning in FY 1997, and continuing thereafter.

(3) *Recipients of section 3 covered community development assistance,* and their contractors and subcontractors (unless the contract or subcontract awards do not meet the threshold specified in § 135.3(a)(3)) may demonstrate compliance with the requirements of this part by committing to employ section 3 residents as:

(i) 10 percent of the aggregate number of new hires for the one year period beginning in FY 1995;

(ii) 20 percent of the aggregate number of new hires for the one year period beginning in FY 1996; and

(iii) 30 percent of the aggregate number of new hires for the one year period beginning in FY 1997 and continuing thereafter.

(c) *Contracts.* Numerical goals set forth in paragraph (c) of this section apply to contracts awarded in connection with all section 3 covered projects and section 3 covered activities. Each recipient and contractor and subcontractor (unless the contract or subcontract awards do not meet the threshold specified in § 135.3(a)(3)) may demonstrate compliance with the requirements of this part by committing to award to section 3 business concerns:

(1) At least 10 percent of the total dollar amount of all section 3 covered contracts for building trades work for maintenance, repair, modernization or development of public or Indian housing, or for building trades work arising in connection with housing rehabilitation, housing construction and other public construction; and

(2) At least three (3) percent of the total dollar amount of all other section 3 covered contracts.

(d) *Safe harbor and compliance determinations.* (1) In the absence of evidence to the contrary, a recipient that meets the minimum numerical goals set forth in this section will be considered to have complied with the section 3 preference requirements.

(2) In evaluating compliance under subpart D of this part, a recipient that has not met the numerical goals set forth in this section has the burden of demonstrating why it was not feasible to meet the numerical goals set forth in this section. Such justification may include impediments encountered despite actions taken. A recipient or contractor also can indicate other economic opportunities, such as those listed in § 135.40, which were provided in its efforts to comply with section 3 and the requirements of this part.

§ 135.32 Responsibilities of the recipient.

Each recipient has the responsibility to comply with section 3 in its own operations, and ensure compliance in the

operations of its contractors and subcontractors. This responsibility includes but may not be necessarily limited to:

(a) Implementing procedures designed to notify section 3 residents about training and employment opportunities generated by section 3 covered assistance and section 3 business concerns about contracting opportunities generated by section 3 covered assistance;

(b) Notifying potential contractors for section 3 covered projects of the requirements of this part, and incorporating the section 3 clause set forth in § 135.38 in all solicitations and contracts.

(c) Facilitating the training and employment of section 3 residents and the award of contracts to section 3 business concerns by undertaking activities such as described in the Appendix to this part, as appropriate, to reach the goals set forth in § 135.30. Recipients, at their own discretion, may establish reasonable numerical goals for the training and employment of section 3 residents and contract award to section 3 business concerns that exceed those specified in § 135.30;

(d) Assisting and actively cooperating with the Assistant Secretary in obtaining the compliance of contractors and subcontractors with the requirements of this part, and refraining from entering into any contract with any contractor where the recipient has notice or knowledge that the contractor has been found in violation of the regulations in 24 CFR part 135.

(e) Documenting actions taken to comply with the requirements of this part, the results of actions taken and impediments, if any.

(f) A State or county which distributes funds for section 3 covered assistance to units of local governments, to the greatest extent feasible, must attempt to reach the numerical goals set forth in § 135.30 regardless of the number of local governments receiving funds from the section 3 covered assistance which meet the thresholds for applicability set forth at § 135.3. The State or county must inform units of local government to whom funds are distributed of the requirements of this part; assist

§ 135.34

local governments and their contractors in meeting the requirements and objectives of this part; and monitor the performance of local governments with respect to the objectives and requirements of this part.

§ 135.34 Preference for section 3 residents in training and employment opportunities.

(a) *Order of providing preference.* Recipients, contractors and subcontractors shall direct their efforts to provide, to the greatest extent feasible, training and employment opportunities generated from the expenditure of section 3 covered assistance to section 3 residents in the order of priority provided in paragraph (a) of this section.

(1) *Public and Indian housing programs.* In public and Indian housing programs, efforts shall be directed to provide training and employment opportunities to section 3 residents in the following order of priority:

(i) Residents of the housing development or developments for which the section 3 covered assistance is expended (category 1 residents);

(ii) Residents of other housing developments managed by the HA that is expending the section 3 covered housing assistance (category 2 residents);

(iii) Participants in HUD Youthbuild programs being carried out in the metropolitan area (or nonmetropolitan county) in which the section 3 covered assistance is expended (category 3 residents);

(iv) Other section 3 residents.

(2) *Housing and community development programs.* In housing and community development programs, priority consideration shall be given, where feasible, to:

(i) Section 3 residents residing in the service area or neighborhood in which the section 3 covered project is located (collectively, referred to as category 1 residents); and

(ii) Participants in HUD Youthbuild programs (category 2 residents).

(iii) Where the section 3 project is assisted under the Stewart B. McKinney Homeless Assistance Act (42 U.S.C. 11301 *et seq.*), homeless persons residing in the service area or neighborhood in which the section 3 covered project is

24 CFR Subtitle B, Ch. I (4-1-03 Edition)

located shall be given the highest priority;

(iv) Other section 3 residents.

(3) Recipients of housing assistance programs administered by the Assistant Secretary for Housing may, at their own discretion, provide preference to residents of the housing development receiving the section 3 covered assistance within the service area or neighborhood where the section 3 covered project is located.

(4) Recipients of community development programs may, at their own discretion, provide priority to recipients of government assistance for housing, including recipients of certificates or vouchers under the Section 8 housing assistance program, within the service area or neighborhood where the section 3 covered project is located.

(b) *Eligibility for preference.* A section 3 resident seeking the preference in training and employment provided by this part shall certify, or submit evidence to the recipient contractor or subcontractor, if requested, that the person is a section 3 resident, as defined in § 135.5. (An example of evidence of eligibility for the preference is evidence of receipt of public assistance, or evidence of participation in a public assistance program.)

(c) *Eligibility for employment.* Nothing in this part shall be construed to require the employment of a section 3 resident who does not meet the qualifications of the position to be filled.

§ 135.36 Preference for section 3 business concerns in contracting opportunities.

(a) *Order of providing preference.* Recipients, contractors and subcontractors shall direct their efforts to award section 3 covered contracts, to the greatest extent feasible, to section 3 business concerns in the order of priority provided in paragraph (a) of this section.

(1) *Public and Indian housing programs.* In public and Indian housing programs, efforts shall be directed to award contracts to section 3 business concerns in the following order of priority:

(i) Business concerns that are 51 percent or more owned by residents of the housing development or developments

for which the section 3 covered assistance is expended, or whose full-time, permanent workforce includes 30 percent of these persons as employees (category 1 businesses);

(ii) Business concerns that are 51 percent or more owned by residents of other housing developments or developments managed by the HA that is expending the section 3 covered assistance, or whose full-time, permanent workforce includes 30 percent of these persons as employees (category 2 businesses); or

(iii) HUD Youthbuild programs being carried out in the metropolitan area (or nonmetropolitan county) in which the section 3 covered assistance is expended (category 3 businesses).

(iv) Business concerns that are 51 percent or more owned by section 3 residents, or whose permanent, full-time workforce includes no less than 30 percent section 3 residents (category 4 businesses), or that subcontract in excess of 25 percent of the total amount of subcontracts to business concerns identified in paragraphs (a)(1)(i) and (a)(1)(ii) of this section.

(2) *Housing and community development programs.* In housing and community development programs, priority consideration shall be given, where feasible, to:

(i) Section 3 business concerns that provide economic opportunities for section 3 residents in the service area or neighborhood in which the section 3 covered project is located (category 1 businesses); and

(ii) Applicants (as this term is defined in 42 U.S.C. 12899) selected to carry out HUD Youthbuild programs (category 2 businesses);

(iii) Other section 3 business concerns.

(b) *Eligibility for preference.* A business concern seeking to qualify for a section 3 contracting preference shall certify or submit evidence, if requested, that the business concern is a section 3 business concern as defined in § 135.5.

(c) *Ability to complete contract.* A section 3 business concern seeking a contract or a subcontract shall submit evidence to the recipient, contractor, or subcontractor (as applicable), if requested, sufficient to demonstrate to the satisfaction of the party awarding

the contract that the business concern is responsible and has the ability to perform successfully under the terms and conditions of the proposed contract. (The ability to perform successfully under the terms and conditions of the proposed contract is required of all contractors and subcontractors subject to the procurement standards of 24 CFR 85.36 (see 24 CFR 85.36(b)(8)).) This regulation requires consideration of, among other factors, the potential contractor's record in complying with public policy requirements. Section 3 compliance is a matter properly considered as part of this determination.

§ 135.38 Section 3 clause.

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR

§ 135.40

part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 459e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

§ 135.40 Providing other economic opportunities.

(a) *General.* In accordance with the findings of the Congress, as stated in section 3, that other economic opportunities offer an effective means of empowering low-income persons, a recipient is encouraged to undertake efforts to provide to low-income persons economic opportunities other than training, employment, and contract awards, in connection with section 3 covered assistance.

(b) *Other training and employment related opportunities.* Other economic opportunities to train and employ section 3 residents include, but need not be limited to, use of "upward mobility", "bridge" and trainee positions to fill vacancies; hiring section 3 residents in

24 CFR Subtitle B, Ch. I (4-1-03 Edition)

management and maintenance positions within other housing developments; and hiring section 3 residents in part-time positions.

(c) *Other business related economic opportunities.* (1) A recipient or contractor may provide economic opportunities to establish, stabilize or expand section 3 business concerns, including micro-enterprises. Such opportunities include, but are not limited to the formation of section 3 joint ventures, financial support for affiliating with franchise development, use of labor only contracts for building trades, purchase of supplies and materials from housing authority resident-owned businesses, purchase of materials and supplies from PHA resident-owned businesses and use of procedures under 24 CFR part 963 regarding HA contracts to HA resident-owned businesses. A recipient or contractor may employ these methods directly or may provide incentives to non-section 3 businesses to utilize such methods to provide other economic opportunities to low-income persons.

(2) A *section 3 joint venture* means an association of business concerns, one of which qualifies as a section 3 business concern, formed by written joint venture agreement to engage in and carry out a specific business venture for which purpose the business concerns combine their efforts, resources, and skills for joint profit, but not necessarily on a continuing or permanent basis for conducting business generally, and for which the section 3 business concern:

(i) Is responsible for a clearly defined portion of the work to be performed and holds management responsibilities in the joint venture; and

(ii) Performs at least 25 percent of the work and is contractually entitled to compensation proportionate to its work.

Subpart C [Reserved]

Subpart D—Complaint and Compliance Review

§ 135.70 General.

(a) *Purpose.* The purpose of this subpart is to establish the procedures for handling complaints alleging non-compliance with the regulations of this

part, and the procedures governing the Assistant Secretary's review of a recipient's or contractor's compliance with the regulations in this part.

(b) *Definitions.* For purposes of this subpart:

(1) *Complaint* means an allegation of noncompliance with regulations of this part made in the form described in §135.76(d).

(2) *Complainant* means the party which files a complaint with the Assistant Secretary alleging that a recipient or contractor has failed or refused to comply with the regulations in this part.

(3) *Noncompliance with section 3* means failure by a recipient or contractor to comply with the requirements of this part.

(4) *Respondent* means the recipient or contractor against which a complaint of noncompliance has been filed. The term "recipient" shall have the meaning set forth in §135.7, which includes PHA and IHA.

§135.72 Cooperation in achieving compliance.

(a) The Assistant Secretary recognizes that the success of ensuring that section 3 residents and section 3 business concerns have the opportunity to apply for jobs and to bid for contracts generated by covered HUD financial assistance depends upon the cooperation and assistance of HUD recipients and their contractors and subcontractors. All recipients shall cooperate fully and promptly with the Assistant Secretary in section 3 compliance reviews, in investigations of allegations of noncompliance made under §135.76, and with the distribution and collection of data and information that the Assistant Secretary may require in connection with achieving the economic objectives of section 3.

(b) The recipient shall refrain from entering into a contract with any contractor after notification to the recipient by HUD that the contractor has been found in violation of the regulations in this part. The provisions of 24 CFR part 24 apply to the employment, engagement of services, awarding of contracts or funding of any contractors or subcontractors during any period of

debarment, suspension or otherwise ineligible status.

§135.74 Section 3 compliance review procedures.

(a) *Compliance reviews by Assistant Secretary.* The Assistant Secretary shall periodically conduct section 3 compliance reviews of selected recipients and contractors to determine whether these recipients are in compliance with the regulations in this part.

(b) *Form of compliance review.* A section 3 compliance review shall consist of a comprehensive analysis and evaluation of the recipient's or contractor's compliance with the requirements and obligations imposed by the regulations of this part, including an analysis of the extent to which section 3 residents have been hired and section 3 business concerns have been awarded contracts as a result of the methods undertaken by the recipient to achieve the employment, contracting and other economic objectives of section 3.

(c) *Where compliance review reveals noncompliance with section 3 by recipient or contractor.* Where the section 3 compliance review reveals that a recipient or contractor has not complied with section 3, the Assistant Secretary shall notify the recipient or contractor of its specific deficiencies in compliance with the regulations of this part, and shall advise the recipient or contractor of the means by which these deficiencies may be corrected. HUD shall conduct a follow-up review with the recipient or contractor to ensure that action is being taken to correct the deficiencies.

(d) *Continuing noncompliance by recipient or contractor.* A continuing failure or refusal by the recipient or contractor to comply with the regulations in this part may result in the application of sanctions specified in the contract through which HUD assistance is provided, or the application of sanctions specified in the regulations governing the HUD program under which HUD financial assistance is provided. HUD will notify the recipient of any continuing failure or refusal by the contractor to comply with the regulations in this part for possible action under any procurement contract between the recipient and the contractor.

Debarment, suspension and limited denial of participation pursuant to HUD's regulations in 24 CFR part 24, where appropriate, may be applied to the recipient or the contractor.

(e) *Conducting compliance review before the award of assistance.* Section 3 compliance reviews may be conducted before the award of contracts, and especially where the Assistant Secretary has reasonable grounds to believe that the recipient or contractor will be unable or unwilling to comply with the regulations in this part.

(f) *Consideration of complaints during compliance review.* Complaints alleging noncompliance with section 3, as provided in § 135.76, may also be considered during any compliance review conducted to determine the recipient's conformance with regulations in this part.

§ 135.76 Filing and processing complaints.

(a) *Who may file a complaint.* The following individuals and business concerns may, personally or through an authorized representative, file with the Assistant Secretary a complaint alleging noncompliance with section 3:

(1) Any section 3 resident on behalf of himself or herself, or as a representative of persons similarly situated, seeking employment, training or other economic opportunities generated from the expenditure of section 3 covered assistance with a recipient or contractor, or by a representative who is not a section 3 resident but who represents one or more section 3 residents;

(2) Any section 3 business concern on behalf of itself, or as a representative of other section 3 business concerns similarly situated, seeking contract opportunities generated from the expenditure of section 3 covered assistance from a recipient or contractor, or by an individual representative of section 3 business concerns.

(b) *Where to file a complaint.* A complaint must be filed with the Assistant Secretary for Fair Housing and Equal Opportunity, Department of Housing and Urban Development, Washington, DC, 20410.

(c) *Time of filing.* (1) A complaint must be received not later than 180 days from the date of the action or

omission upon which the complaint is based, unless the time for filing is extended by the Assistant Secretary for good cause shown.

(2) Where a complaint alleges noncompliance with section 3 and the regulations of this part that is continuing, as manifested in a number of incidents of noncompliance, the complaint will be timely if filed within 180 days of the last alleged occurrence of noncompliance.

(3) Where a complaint contains incomplete information, the Assistant Secretary shall request the needed information from the complainant. In the event this information is not furnished to the Assistant Secretary within sixty (60) days of the date of the request, the complaint may be closed.

(d) *Contents of complaint.*—(1) *Written complaints.* Each complaint must be in writing, signed by the complainant, and include:

(i) The complainant's name and address;

(ii) The name and address of the respondent;

(iii) A description of the acts or omissions by the respondent that is sufficient to inform the Assistant Secretary of the nature and date of the alleged noncompliance.

(iv) A complainant may provide information to be contained in a complaint by telephone to HUD or any HUD Field Office, and HUD will reduce the information provided by telephone to writing on the prescribed complaint form and send the form to the complainant for signature.

(2) *Amendment of complaint.* Complaints may be reasonably and fairly amended at any time. Such amendments may include, but are not limited to, amendments to cure, technical defects or omissions, including failure to sign or affirm a complaint, to clarify or amplify the allegations in a complaint, or to join additional or substitute respondents. Except for the purposes of notifying respondents, amended complaints will be considered as having been made as of the original filing date.

(e) *Resolution of complaint by recipient.*

(1) Within ten (10) days of timely filing of a complaint that contains complete

information (in accordance with paragraphs (c) and (d) of this section), the Assistant Secretary shall determine whether the complainant alleges an action or omission by a recipient or the recipient's contractor that if proven qualifies as noncompliance with section 3. If a determination is made that there is an allegation of noncompliance with section 3, the complaint shall be sent to the recipient for resolution.

(2) If the recipient believes that the complaint lacks merit, the recipient must notify the Assistant Secretary in writing of this recommendation with supporting reasons, within 30 days of the date of receipt of the complaint. The determination that a complaint lacks merit is reserved to the Assistant Secretary.

(3) If the recipient determines that there is merit to the complaint, the recipient will have sixty (60) days from the date of receipt of the complaint to resolve the matter with the complainant. At the expiration of the 60-day period, the recipient must notify the Assistant Secretary in writing whether a resolution of the complaint has been reached. If resolution has been reached, the notification must be signed by both the recipient and the complainant, and must summarize the terms of the resolution reached between the two parties.

(4) Any request for an extension of the 60-day period by the recipient must be submitted in writing to the Assistant Secretary, and must include a statement explaining the need for the extension.

(5) If the recipient is unable to resolve the complaint within the 60-day period (or more if extended by the Assistant Secretary), the complaint shall be referred to the Assistant Secretary for handling.

(f) *Informal resolution of complaint by Assistant Secretary*—(1) *Dismissal of complaint*. Upon receipt of the recipient's written recommendation that there is no merit to the complaint, or upon failure of the recipient and complainant to reach resolution, the Assistant Secretary shall review the complaint to determine whether it presents a valid allegation of noncompliance with section 3. The Assistant Secretary may conduct further investigation if deemed necessary. Where the com-

plaint fails to present a valid allegation of noncompliance with section 3, the Assistant Secretary will dismiss the complaint without further action. The Assistant Secretary shall notify the complainant of the dismissal of the complaint and the reasons for the dismissal.

(2) *Informal resolution*. Where the allegations in a complaint on their face, or as amplified by the statements of the complainant, present a valid allegation of noncompliance with section 3, the Assistant Secretary will attempt, through informal methods, to obtain a voluntary and just resolution of the complaint. Where attempts to resolve the complaint informally fail, the Assistant Secretary will impose a resolution on the recipient and complainant. Any resolution imposed by the Assistant Secretary will be in accordance with requirements and procedures concerning the imposition of sanctions or resolutions as set forth in the regulations governing the HUD program under which the section 3 covered assistance was provided.

(3) *Effective date of informal resolution*. The imposed resolution will become effective and binding at the expiration of 15 days following notification to recipient and complainant by certified mail of the imposed resolution, unless either party appeals the resolution before the expiration of the 15 days. Any appeal shall be in writing to the Secretary and shall include the basis for the appeal.

(g) *Sanctions*. Sanctions that may be imposed on recipients that fail to comply with the regulations of this part include debarment, suspension and limited denial of participation in HUD programs.

(h) *Investigation of complaint*. The Assistant Secretary reserves the right to investigate a complaint directly when, in the Assistant Secretary's discretion, the investigation would further the purposes of section 3 and this part.

(i) *Intimidatory or retaliatory acts prohibited*. No recipient or other person shall intimidate, threaten, coerce, or discriminate against any person or business because the person or business has made a complaint, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under this part. The identity of

§ 135.90

complainants shall be kept confidential except to the extent necessary to carry out the purposes of this part, including the conduct of any investigation, hearing or judicial proceeding arising thereunder.

(j) *Judicial relief.* Nothing in this subpart D precludes a section 3 resident or section 3 business concerning from exercising the right, which may otherwise be available, to seek redress directly through judicial procedures.

(Approved by the Office of Management and Budget under control number 2529-0043)

Subpart E—Reporting and Recordkeeping

§ 135.90 Reporting.

Each recipient which receives directly from HUD financial assistance that is subject to the requirements of this part shall submit to the Assistant Secretary an annual report in such form and with such information as the Assistant Secretary may request, for the purpose of determining the effectiveness of section 3. Where the program providing the section 3 covered assistance requires submission of an annual performance report, the section 3 report will be submitted with that annual performance report. If the program providing the section 3 covered assistance does not require an annual performance report, the section 3 report is to be submitted by January 10 of each year or within 10 days of project completion, whichever is earlier. All reports submitted to HUD in accordance with the requirements of this part will be made available to the public.

(Approved by the Office of Management and Budget under control number 2529-0043)

§ 135.92 Recordkeeping and access to records.

HUD shall have access to all records, reports, and other documents or items of the recipient that are maintained to demonstrate compliance with the requirements of this part, or that are maintained in accordance with the regulations governing the specific HUD program under which section 3 covered assistance is provided or otherwise

24 CFR Subtitle B, Ch. I (4-1-03 Edition)

made available to the recipient or contractor.

APPENDIX TO PART 135

I. Examples of Efforts To Offer Training and Employment Opportunities to Section 3 Residents

(1) Entering into "first source" hiring agreements with organizations representing Section 3 residents.

(2) Sponsoring a HUD-certified "Step-Up" employment and training program for section 3 residents.

(3) Establishing training programs, which are consistent with the requirements of the Department of Labor, for public and Indian housing residents and other section 3 residents in the building trades.

(4) Advertising the training and employment positions by distributing flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) to every occupied dwelling unit in the housing development or developments where category 1 or category 2 persons (as these terms are defined in § 135.94) reside.

(5) Advertising the training and employment positions by posting flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) in the common areas or other prominent areas of the housing development or developments. For HAs, post such advertising in the housing development or developments where category 1 or category 2 persons reside; for all other recipients, post such advertising in the housing development or developments and transitional housing in the neighborhood or service area of the section 3 covered project.

(6) Contacting resident councils, resident management corporations, or other resident organizations, where they exist, in the housing development or developments where category 1 or category 2 persons reside, and community organizations in HUD-assisted neighborhoods, to request the assistance of these organizations in notifying residents of the training and employment positions to be filled.

(7) Sponsoring (scheduling, advertising, financing or providing in-kind services) a job informational meeting to be conducted by an HA or contractor representative or representatives at a location in the housing development or developments where category 1 or category 2 persons reside or in the neighborhood or service area of the section 3 covered project.

(8) Arranging assistance in conducting job interviews and completing job applications for residents of the housing development or developments where category 1 or category 2

persons reside and in the neighborhood or service area in which a section 3 project is located.

(9) Arranging for a location in the housing development or developments where category 1 persons reside, or the neighborhood or service area of the project, where job applications may be delivered to and collected by a recipient or contractor representative or representatives.

(10) Conducting job interviews at the housing development or developments where category 1 or category 2 persons reside, or at a location within the neighborhood or service area of the section 3 covered project.

(11) Contacting agencies administering HUD Youthbuild programs, and requesting their assistance in recruiting HUD Youthbuild program participants for the HA's or contractor's training and employment positions.

(12) Consulting with State and local agencies administering training programs funded through JTPA or JOBS, probation and parole agencies, unemployment compensation programs, community organizations and other officials or organizations to assist with recruiting Section 3 residents for the HA's or contractor's training and employment positions.

(13) Advertising the jobs to be filled through the local media, such as community television networks, newspapers of general circulation, and radio advertising.

(14) Employing a job coordinator, or contracting with a business concern that is licensed in the field of job placement (preferably one of the section 3 business concerns identified in part 135), that will undertake, on behalf of the HA, other recipient or contractor, the efforts to match eligible and qualified section 3 residents with the training and employment positions that the HA or contractor intends to fill.

(15) For an HA, employing section 3 residents directly on either a permanent or a temporary basis to perform work generated by section 3 assistance. (This type of employment is referred to as "force account labor" in HUD's Indian housing regulations. See 24 CFR 905.102, and §905.201(a)(6).)

(16) Where there are more qualified section 3 residents than there are positions to be filled, maintaining a file of eligible qualified section 3 residents for future employment positions.

(17) Undertaking job counseling, education and related programs in association with local educational institutions.

(18) Undertaking such continued job training efforts as may be necessary to ensure the continued employment of section 3 residents previously hired for employment opportunities.

(19) After selection of bidders but prior to execution of contracts, incorporating into the contract a negotiated provision for a spe-

cific number of public housing or other section 3 residents to be trained or employed on the section 3 covered assistance.

(20) Coordinating plans and implementation of economic development (e.g., job training and preparation, business development assistance for residents) with the planning for housing and community development.

II. Examples of Efforts To Award Contracts to Section 3 Business Concerns

(1) Utilizing procurement procedures for section 3 business concerns similar to those provided in 24 CFR part 905 for business concerns owned by Native Americans (see section III of this Appendix).

(2) In determining the responsibility of potential contractors, consider their record of section 3 compliance as evidenced by past actions and their current plans for the pending contract.

(3) Contacting business assistance agencies, minority contractors associations and community organizations to inform them of contracting opportunities and requesting their assistance in identifying section 3 businesses which may solicit bids or proposals for contracts for work in connection with section 3 covered assistance.

(4) Advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information, in the common areas or other prominent areas of the housing development or developments owned and managed by the HA.

(5) For HAs, contacting resident councils, resident management corporations, or other resident organizations, where they exist, and requesting their assistance in identifying category 1 and category 2 business concerns.

(6) Providing written notice to all known section 3 business concerns of the contracting opportunities. This notice should be in sufficient time to allow the section 3 business concerns to respond to the bid invitations or request for proposals.

(7) Following up with section 3 business concerns that have expressed interest in the contracting opportunities by contacting them to provide additional information on the contracting opportunities.

(8) Coordinating pre-bid meetings at which section 3 business concerns could be informed of upcoming contracting and subcontracting opportunities.

(9) Carrying out workshops on contracting procedures and specific contract opportunities in a timely manner so that section 3 business concerns can take advantage of upcoming contracting opportunities, with such information being made available in languages other than English where appropriate.

(I) Bids shall be solicited from all businesses (section 3 business concerns, and non-section 3 business concerns). An award shall be made to the qualified section 3 business concern with the highest priority ranking and with the lowest responsive bid if that bid—

(A) is within the maximum total contract price established in the contracting party's budget for the specific project for which bids are being taken, and

(B) is not more than "X" higher than the total bid price of the lowest responsive bid from any responsible bidder. "X" is determined as follows:

	or lesser of:
When the lowest responsive bid is less than \$100,000	10% of that bid or \$9,000.
When the lowest responsive bid is:	
At least \$100,000, but less than \$200,000	9% of that bid, or \$16,000.
At least \$200,000, but less than \$300,000	8% of that bid, or \$21,000.
At least \$300,000, but less than \$400,000	7% of that bid, or \$24,000.
At least \$400,000, but less than \$500,000	6% of that bid, or \$25,000.
At least \$500,000, but less than \$1 million	5% of that bid, or \$40,000.
At least \$1 million, but less than \$2 million	4% of that bid, or \$60,000.
At least \$2 million, but less than \$4 million	3% of that bid, or \$80,000.
At least \$4 million, but less than \$7 million	2% of that bid, or \$105,000.
\$7 million or more	1 1/2% of the lowest responsive bid, with no dollar limit.

(II) If no responsive bid by a section 3 business concern meets the requirements of paragraph (2)(1) of this section, the contract shall be awarded to a responsible bidder with the lowest responsive bid.

(3) *Procurement under the competitive proposals method of procurement (Request for Proposals (RFP)).* (i) For contracts and subcontracts awarded under the competitive proposals method of procurement (24 CFR 85.36(d)(3)), a Request for Proposals (RFP) shall identify all evaluation factors (and their relative importance) to be used to rate proposals.

(ii) One of the evaluation factors shall address both the preference for section 3 business concerns and the acceptability of the strategy for meeting the greatest extent feasible requirement (section 3 strategy), as disclosed in proposals submitted by all business concerns (section 3 and non-section 3 business concerns). This factor shall provide for a range of 15 to 25 percent of the total number of available points to be set aside for the evaluation of these two components.

(iii) The component of this evaluation factor designed to address the preference for section 3 business concerns must establish a preference for these business concerns in the order of priority ranking as described in 24 CFR 135.36.

(iv) With respect to the second component (the acceptability of the section 3 strategy), the RFP shall require the disclosure of the contractor's section 3 strategy to comply with the section 3 training and employment preference, or contracting preference, or both, if applicable. A determination of the contractor's responsibility will include the submission of an acceptable section 3 strategy. The contract award shall be made to the responsible firm (either section 3 or non-section 3 business concern) whose proposal is determined most advantageous, considering

price and all other factors specified in the RFP.

PART 146—NONDISCRIMINATION ON THE BASIS OF AGE IN HUD PROGRAMS OR ACTIVITIES RECEIVING FEDERAL FINANCIAL ASSISTANCE

Subpart A—General

Sec.

146.1 Purpose of the Age Discrimination Act of 1975.

146.3 Purpose of HUD's age discrimination regulation.

146.5 Applicability of part.

146.7 Definitions.

Subpart B—Standards for Determining Age Discrimination

146.11 Scope of subpart.

146.13 Rules against age discrimination.

Subpart C—Duties of HUD Recipients

146.21 General responsibilities.

146.23 Notice of subrecipients.

146.25 Assurance of compliance and recipient assessment of age distinctions.

146.27 Information requirements.

Subpart D—Investigation, Settlement, and Enforcement Procedures

146.31 Compliance reviews.

146.33 Complaints.

146.35 Mediation.

146.37 Investigation.

146.39 Enforcement procedures.

146.41 Prohibition against intimidation or retaliation.

CONTRACTOR

SECTION 3 PLAN FORMAT

_____ agrees to implement the
(Name of Contractor)
following specific affirmative action steps directed at increasing the utilization of lower income
residents and businesses within the City of _____.

- A. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of the local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the city the necessary number of lower income residents through: Local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.
- C. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- *D. To insert this Section 3 plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
- *E. To insure that subcontractors which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas, are also let on a negotiated basis, whenever feasible, when let in on a Section 3 covered project area.
- F. To formally contact unions, subcontractors and trade associations to secure their cooperation for this program.
- G. To insure that all appropriate project area business concerns are notified of pending subcontractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc., which document that all the above affirmative action steps have been taken.
- I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 plan.
- J. To list on Table A, information related to any subcontracts that may be awarded.

K. To list on Table B, all projected workforce needs for all phases of this project by occupation, trade, skill level and number of positions.

As officers and representatives of _____
(Name of Contractor)

We the undersigned have read and fully agree to this Affirmative Action Plan, and become a party to the full implementation of this program.

Signature

Title

Date

Signature

Title

Date

*Loans, grants, contracts and subsidies for less than \$10,000 will be exempt.

TABLE A

[illegible]

Company

Project Name

Project Number

*The Project Area is coextensive with the Town of

boundaries.

ESTIMATED PROJECT WORKFORCE BREAKDOWN

TABLE B

Column 1 Total JOB CATEGORY	Column 2 Number of Estimate Positions	Column 3 Number of Positions Currently Occupied by Permanent Employees	Column 4 Number of Positions Not Currently Occupied	Column 5 Positions to be filled with L.I.P.A.R.*
Officers/ Supervisors	_____	_____	_____	
Professionals	_____	_____	_____	
Technicians	_____	_____	_____	
Housing Sales/ Rental/Mgmt.	_____	_____	_____	
Office Clerical	_____	_____	_____	
Service Workers	_____	_____	_____	
Others	_____	_____	_____	
TRADE:				
Journeyman	_____	_____	_____	
Helpers	_____	_____	_____	
Apprentices	_____	_____	_____	
Maximum No. of	_____	_____	_____	
Trainees	_____	_____	_____	
Others	_____	_____	_____	
TRADE:				
Journeyman	_____	_____	_____	
Helpers	_____	_____	_____	
Apprentices	_____	_____	_____	
Maximum No. of	_____	_____	_____	
Trainees	_____	_____	_____	
Others	_____	_____	_____	
TRADE:				
Journeyman	_____	_____	_____	
Helpers	_____	_____	_____	
Apprentices	_____	_____	_____	
Maximum No. of	_____	_____	_____	

Trainees

Others

TOTAL

Company

*Lower Income Project Area residents. Individuals residing within the Town of
whose family income does not exceed 90% of the median income in the SMSA.

CERTIFICATION OF BIDDER REGARDING SECTION 3

AND SEGREGATED FACILITIES

Name of Prime Contractor

Project Name & Number

The undersigned hereby certifies that:

- (a) Section 3 provisions are included in the Contract.
- (b) A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$10,000).
- (c) No segregated facilities will be maintained.

Name & Title of Signer (Print or Type)

Signature

Date

CERTIFICATION OF NON-SEGREGATED FACILITIES

* * * * *

By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that s/he does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and that s/he does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. S/He certifies further that s/he will not maintain or provide for employees any segregated facilities at any of his/her establishments, and s/he will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause of this contract. As used in this certification, the term "segregated facilities" means any waiting rooms; work areas; rest rooms and wash rooms; restaurants and other eating areas; time clocks; locker rooms; and other storage or dressing areas; parking lots; drinking fountains; recreation or entertainment areas; and transportation and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. S/He further agrees that (except where s/he has obtained identical certifications from proposed subcontractors for specific time periods) s/he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that s/he will retain such certifications in his/her files; and that s/he will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

Signature

Date

Name and Title of Signer (Please Type)

ATTACHMENT FOR FEDERAL LABOR STANDARDS PROVISIONS

SO-CALLED "ANTI-KICKBACK ACT" AND REGULATIONS PROMULGATED
PURSUANT THERETO BY THE SECRETARY OF LABOR,
UNITED STATES DEPARTMENT OF LABOR

Title 18, U.S.C., Section 874

(Replace Section 1 of the Act of June 13, 1934
(48 Stat. 948, 40 U.S.C., Sec. 276b)
pursuant to the Act of June 25, 1948, 62 Stat. 862)

* * * * *

KICKBACKS FROM PUBLIC WORKS EMPLOYEES

Whoever, by force intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined not more than \$5,000 or imprisoned not more than five years, or both.

SECTION 2 OF THE ACT OF JUNE 13, 1934, AS AMENDED
(48 Stat. 948, 62 Stat. 862, 63 Stat. 108,
72 Stat. 967, 40 U.S.C., Section 276c)

The Secretary of Labor shall make reasonable regulations for contractors and subcontractors engaged in the construction, prosecution, completion or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States, including a provisions that each contractor and subcontractor shall furnish weekly a statement with respect to the wages paid each employee during the proceeding week. Section 1001 to Title 18 (United States Code) shall apply to such statements.

* * * * *

Pursuant to the aforesaid Anti-Kickback Act, the Secretary of Labor, United States Department of Labor, has promulgated the regulations hereinafter set forth, which regulations are found in Title 29, Subtitle A, Code of Federal Regulations, Part 3. The term "this party," as used in the regulations hereinafter set forth, refers to Part 3 last above mentioned. Said regulations are as follows:

TITLE 29 - LABOR

Subtitle A - Office of the Secretary of Labor
Part 3 - Contractor and Subcontractors on Public Building or
Public Work Financed in Whole or in Part by Loans or

Grants from the United States

Section 3.1 Purpose and scope.

This part prescribes "anti-kickback" regulations under Section 2 of the Act of June 13, 1934, as amended (40 U.S.C., 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with Federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the college Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

Section 3.2 Definitions (As used in the regulations in this part)

- A. The terms "building" or "work" generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacturer or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacturer or furnishing, or owns the materials from which they are manufactured or furnished) is not a "building" or "work" within the meaning of the regulations in this part.
- B. The terms "construction," "prosecution," "completion," or "repair" means all types of work done on a particular building or work at the site thereof, including without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing and furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

- C. The terms "public building" or "public work" include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is contracting party, regardless of whether title thereof is in a Federal Agency.
- D. The term "building or work financed in whole or in part by loans or grants from the United States" includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly to or indirectly from funds provided by loans or grants by a Federal agency. The term does not include building or work for which Federal assistance is limited solely to loan guarantees or insurance.
- E. Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is "employed" and receiving "wages," regardless of any contractual relationship alleged to exist between him and the real employer.
- F. The term "any affiliated person" includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor, a corporation closely connected with the contractor or subcontractor as parent, subsidiary or otherwise, and an officer or agent of such corporation.
- G. The term "Federal agency" means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States and the district of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentalities.

Section 3.3 Weekly Statement with respect to payment of wages.

- A. As used in this Section, the term "employee" shall not apply to persons in classifications higher than that of Laborer or mechanic and those who are the immediate supervisors of such employees.
- B. Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by 29 CFR, Parts 3 and 5 during the proceeding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and shall be on Form WH 348, "Statement of Compliance," or on an identical form on the back of WH 347, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Sample copies of WH 347 and WH 348 may

be obtained from the Government contracting or sponsoring agency, and copies of these forms may be purchased at the Government Printing Office.

- C. The requirements of this Section shall not apply to any contract of \$2,000 or less.
- D. Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this Section subject to such conditions as the Secretary of Labor may specify.

(29 F.R. 95, January 4, 1964, as amended at 33 FR. 10186, July 17, 1968)

Section 3.4 Submission of Weekly Statements and the Preservation and Inspection of Weekly Payroll Records

- A. Each weekly statement required under Section 3.3 shall be delivered by the Contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or state Agency in charge at the site of the building or work, or, if there is no representative of a Federal or State Agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.
- B. Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

Section 3.5 Payroll Deductions Permissible without Application to or Approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without applications to and approval of the Secretary of Labor:

- A. Any deduction made in compliance with the requirements of Federal, State or local law, such as Federal or state withholding income taxes and Federal social security taxes.
- B. Any deduction of sums previously paid to the employee as a bonafide prepayment of wages when such prepayment is made without discount or interest. A "bonafide

prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

- C. Any deduction of amounts required by court process to be paid to another, unless the deduction is a favor of the contractor, subcontractor or any affiliated person, or when collusion or collaboration exists.
- D. Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: Provided, however, that the following standards are met: (1) the deduction is not otherwise prohibited by law; (2) it is either: (i) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or ii) provided for in a bonafide collective bargaining agreement between the contractor or subcontract and representative of its employees; (3) no profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and (4) the deductions shall serve the convenience and interest of the employee.
- E. Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.
- F. Any deduction required by the employer to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with federal and state credit union statutes.
- G. Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies such as the American Red Cross.
- H. Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds and similar charitable organizations.
- I. Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: Provided, however, that a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

- J. Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of Section 3 (m) of the Fair Labor Standards Act of 1938, as amended, and Part 531 of this title. When such a deduction is made the additional records required under Section 51627(a) of this title shall be kept.

Section 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under Section 3.5. The Secretary may grant permission whenever he finds that:

- A. The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;
- B. The deduction is not otherwise prohibited by law;
- C. The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bonafide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and
- D. The deduction serves the convenience and interest of the employee.

Section 3.7 Applications for the Approval of the Secretary of Labor.

Any application for the making of payroll deductions under Section 3.6 shall comply with the requirements prescribed in the following paragraphs of this Section:

- A. The application shall be in writing and shall be addressed to the Secretary of Labor.
- B. The application shall identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions only on specific, identified contracts, except upon a showing of exceptional circumstances.
- C. The application shall state affirmatively that there is compliance with the standards set forth in the provisions of Section 3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.
- D. The application shall include a description of the proposed deduction, the purpose to be served thereby, and the classes of laborers or mechanics from whose wages the proposed deductions would be made.

- E. The applications shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

Section 3.8 Action by the Secretary of Labor upon Applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of Section 3.6; and shall notify the applicant in writing of his decision.

Section 3.9 Prohibited Payroll Deductions.

Deductions not elsewhere provided for by this part and which are not found to be permissible under Section 3.6 are prohibited.

Section 3.10 Methods of Payment of Wages.

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

Section 3.11 Regulations Part of Contract.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, use Section 5.5(a) of this subtitle.

STATE OF MISSISSIPPI
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CONTRACTOR'S CERTIFICATION

CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

TO (Appropriate Recipient) C/O	DATE PROJECT NUMBER (if any) PROJECT NAME
---------------------------------------	---

1. The undersigned, having executed a contract with _____ for the construction of the above-identified project, acknowledges that:
 - (a) The Labor Standards provisions are included in the aforesaid contract.
 - (b) Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontractors, is his responsibility.
2. He certifies that:
 - (a) Neither he nor any firm, partnership or association in which he has a substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.8(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5), or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (40 U.S.C. 276a-2(a)).
 - (b) No part of the aforesaid contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforesaid regulatory or statutory provisions.
3. He agrees to obtain and forward to the aforesaid recipient within ten days after the execution of any subcontract, including those executed by his subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.
4. He certifies that:
 - (a) The legal name and the business address of the undersigned are:

(b) The undersigned is: ☐ A SINGLE PROPRIETORSHIP	☐ A CORPORATION ORGANIZED IN THE STATE OF:
☐ A PARTNERSHIP	☐ OTHER ORGANIZATION (DESCRIBE)

(c) The name, title and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS

Continued

(d) The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are (if none, so state):

NAME	ADDRESS	NATURE OF INTEREST

(e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are (if none, so state):

NAME	ADDRESS	TRADE CLASSIFICATION

Date _____

(Signature)

By _____

WARNING

U.S. Criminal Code, Section 1010, Title 18, U.S.C., provides in part: "Whoever... makes, prints, edits, or publishes any statement, knowing the same to be false... shall be fined not more than \$1,000 or imprisoned not more than two years, or both."

CONTRACTOR

SECTION 3 PLAN FORMAT

_____ agrees to implement the
(Name of Contractor)
following specific affirmative action steps directed at increasing the utilization of lower income
residents and businesses within the City of _____.

- A. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of the local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the city the necessary number of lower income residents through: Local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.
- C. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- *D. To insert this Section 3 plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
- *E. To insure that subcontractors which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas, are also let on a negotiated basis, whenever feasible, when let in on a Section 3 covered project area.
- F. To formally contact unions, subcontractors and trade associations to secure their cooperation for this program.
- G. To insure that all appropriate project area business concerns are notified of pending sub-contractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc., which document that all the above affirmative action steps have been taken.
- I. To appoint or recruit and executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 plan.
- J. To list on Table A, information related to any subcontracts that may be awarded.

- K. To list on Table B, all projected workforce needs for all phases of this project by occupation, trade, skill level and number of positions.

As officers and representatives of _____
(Name of Contractor)

We the undersigned have read and fully agree to this Affirmative Action Plan, and become a party to the full implementation of this program.

Signature

Title Date

Signature

Title Date

*Loans, grants, contracts and subsidies for less than \$10,000 will be exempt.

Company

Project Name

Project Number

*The Project Area is coextensive with the Town of _____ boundaries.

ESTIMATED PROJECT WORKFORCE BREAKDOWN

TABLE B

<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>	<u>Column 4</u>	<u>Column 5</u>
Total	Number of	Number of	Number of	
JOB CATEGORY	Estimate	Positions	Positions	Positions
	Positions	Currently	Not	to be
		Occupied by	Currently	filled with
		Permanent	Occupied	L.I.P.A.R.*
		Employees		
<u>Officers/</u>	<u> </u>	<u> </u>	<u> </u>	
<u>Supervisors</u>	<u> </u>	<u> </u>	<u> </u>	
<u>Professionals</u>	<u> </u>	<u> </u>	<u> </u>	
<u>Technicians</u>	<u> </u>	<u> </u>	<u> </u>	
<u>Housing Sales/</u>				
<u>Rental/Mgmt.</u>	<u> </u>	<u> </u>	<u> </u>	
<u>Office Clerical</u>	<u> </u>	<u> </u>	<u> </u>	
<u>Service Workers</u>	<u> </u>	<u> </u>	<u> </u>	
<u>Others</u>	<u> </u>	<u> </u>	<u> </u>	
TRADE:				
<u>Journeyman</u>	<u> </u>	<u> </u>		
<u>Helpers</u>	<u> </u>	<u> </u>	<u> </u>	
<u>Apprentices</u>	<u> </u>	<u> </u>	<u> </u>	
<u>Maximum No. of</u>			<u> </u>	
<u>Trainees</u>	<u> </u>	<u> </u>	<u> </u>	
<u>Others</u>	<u> </u>	<u> </u>	<u> </u>	
TRADE:				
<u>Journeyman</u>	<u> </u>	<u> </u>		
<u>Helpers</u>	<u> </u>	<u> </u>	<u> </u>	
<u>Apprentices</u>	<u> </u>	<u> </u>	<u> </u>	
<u>Maximum No. of</u>			<u> </u>	
<u>Trainees</u>	<u> </u>	<u> </u>	<u> </u>	
<u>Others</u>	<u> </u>	<u> </u>	<u> </u>	
TRADE:				
<u>Journeyman</u>	<u> </u>	<u> </u>		
<u>Helpers</u>	<u> </u>	<u> </u>	<u> </u>	
<u>Apprentices</u>	<u> </u>	<u> </u>	<u> </u>	
<u>Maximum No. of</u>			<u> </u>	

Trainees

Others

TOTAL

Company

*Lower Income Project Area residents. Individuals residing within the Town of _____
whose family income does not exceed 90% of the median income in the SMSA.

CERTIFICATION OF NON-SEGREGATED FACILITIES

* * * * *

By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that s/he does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and that s/he does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. S/He certifies further that s/he will not maintain or provide for employees any segregated facilities at any of his/her establishments, and s/he will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause of this contract. As used in this certification, the term "segregated facilities" means any waiting rooms; work areas; rest rooms and wash rooms; restaurants and other eating areas; time clocks; locker rooms; and other storage or dressing areas; parking lots; drinking fountains; recreation or entertainment areas; and transportation and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. S/He further agrees that (except where s/he has obtained identical certifications from proposed subcontractors for specific time periods) s/he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that s/he will retain such certifications in his/her files; and that s/he will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

Signature

Date

Name and Title of Signer (Please Type)

CERTIFICATION OF BIDDER REGARDING SECTION 3
AND SEGREGATED FACILITIES

Name of Prime Contractor

Project Name & Number

The undersigned hereby certifies that:

- (a) Section 3 provisions are included in the Contract.
- (b) A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$10,000).
- (c) No segregated facilities will be maintained.

Name & Title of Signer (Print or Type)

Signature

Date

Federal Labor Standards Provisions

U.S. Department of Housing
and Urban Development
Office of Labor Relations

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) **Minimum Wages.** All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where

appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. **Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part

of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) **Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR 5.5 (a)(3)(i) and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll

period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the

journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 of this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph

graph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable only where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.

(3) The Contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

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

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

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

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

2. Termination of Contract For Cause

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

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

3. Termination for Convenience of the Grantee

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

4. Records

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

5. Health and Safety Standards

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

6. Environmental Compliance

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

7. Energy Efficiency

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

8. Changes

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

9. Personnel

The Contracted Party represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such

personnel shall not be employees of or have any contractual relationship with the Grantee.

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

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

10. Anti-Kickback Rules

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

11. Withholding of Salaries

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

12. Claims and Disputes Pertaining to Salary Rates

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

13. Equal Employment Opportunity

During the performance of this Contract, the Contracted Party agrees to comply with Executive Order 11246, and the regulations issued pursuant thereto (24 CFR 130 and 41 CFR Chapter 60), which provides that no person shall be discriminated against on the basis of race, color, religion, gender, or national origin in all phases of employment during the performance of Federal or

Federally assisted construction contracts, contractors and subcontractors on Federal and Federally assisted construction contracts shall take affirmative action to ensure fair treatment in employments, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates or pay or other forms of compensation and selection for training apprenticeship.

14. Anti-Discrimination Clauses

The Contracted Party will comply with the following clauses:

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

15. Section 3 Clause

The Contracted Party will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 17010) requiring that to the

CERTIFICATE

The undersigned, Steven F. Crooke, hereby certifies that he is the duly elected, qualified, and acting secretary of Layne Christensen Company, a Delaware corporation (the "Corporation"), and as such is familiar with the books and records of said Corporation, that the resolutions set forth below were adopted by Minutes of Action Taken in Lieu of a Meeting of the Board of Directors of said Corporation by written consent, dated as of January 9, 2007, that the following is a true and correct copy of such resolutions as they appear in the minute books of the Corporation, and that such resolutions are in full force and effect:

Authority To Enter Into Contracts

WHEREAS, the Board of Directors deems it in the best interests of the Corporation to state the bid, contract and purchase order limits of the various officers and employees of this Corporation.

NOW, THEREFORE, BE IT RESOLVED, that effective as of January 9, 2007, and in lieu of all previous actions of the Board of Directors, the authority of the following officers and employees of this Corporation to (i) accept customer purchase orders and affix the corporate seal thereon; (ii) issue bids and/or enter into contracts with customers; and (iii) enter into contracts with vendors in connection with the sale of this Corporation's products and services and the purchase of supplies and equipment, in the name of and on behalf of this Corporation, shall be for an amount up to and including the amount set forth beside each of their titles in the following schedule:

<u>Title</u>	<u>Amount (other than Reynolds Division)</u>
President	\$ 10,000,000
Executive Vice President	\$ 7,500,000
Senior Vice President or Division President	\$ 5,000,000
Vice President or Division Vice President	\$ 1,500,000
General Manager, District Manager	\$ 750,000
Branch Manager	\$ 350,000

<u>Title</u>	<u>Amount (Reynolds Division Only)</u>
President	\$ 15,000,000
Executive Vice President or Senior Vice President	\$ 10,000,000
Division Vice President	\$ 5,000,000
Assistant Division Manager, District Manager or Branch Manager	\$ 1,000,000

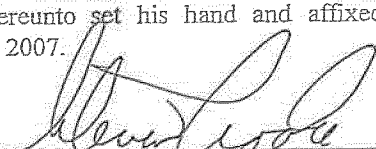
FURTHER RESOLVED, that the president, executive vice president, senior vice president, division president, vice president or division vice president of this Corporation may delegate the authority to enter into contractual commitments which they are authorized to execute pursuant to these resolutions to any other officer, general manager, assistant division manager, district manager or branch manager of this Corporation and may, as requested by any third party, indicate such delegation by addressing a letter or other written document to such third party.

FURTHER RESOLVED, that prior to execution thereof pursuant to the preceding resolution, any contract in excess of the authorized limits granted to the President of the Corporation, must be approved by any two members of the Board of Directors; provided, however, that the execution of any contract in accordance with the preceding resolution may be considered by all third parties to be conclusive evidence that all appropriate authority pursuant to these resolutions has been granted.

FURTHER RESOLVED, that the secretary, any assistant secretary, or any other officer of this Corporation be, and they hereby are, authorized to certify a copy of these resolutions, and any customer of this Corporation is hereby authorized to rely upon said certificate as so presented.

IN WITNESS WHEREOF, Steven F. Crooke has hereunto set his hand and affixed the corporate seal of Layne Christensen Company this 18th day of January, 2007.




Steven F. Crooke, Secretary

greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project area be awarded to eligible business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

16. Discrimination Because of Certain Labor Matters

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

17. Compliance with Local Laws

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

18. Subcontracting

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

19. Assignability

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

20. Interest of Members of Local Public Agency and Others

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

The Contracted Party will comply with Section 25-4-105, Mississippi Code Annotated (1972), which prohibits any public servant from using his official position to obtain pecuniary benefits for himself other than compensation provided for by law or for any relative or business with which he is associated and which further provides that a public servant may not be interested, during the

term for which he has been chosen, or within one (1) year thereafter, in any contract made or let by the governing authorities of such municipality for the construction or doing of any public work, or for the sale or purchase of any materials, supplies or property of any description, or for any other purpose whatsoever, or in any subcontract arising therefrom or connected therewith, or to receive, either directly or indirectly, any portion or share of any money or other thing paid for the construction or doing of any public work, or for the sale or purchase of any property, or upon any other contract made by the governing authorities of the municipality, or subcontract arising therefore or connected therewith.

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

21. Interest of Certain Federal Officers

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

22. Interest of Contractor

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

23. Political Activity

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

24. Davis-Bacon Act Requirements

The Contracted Party will comply with Section 110 of the Housing and Community Development Act of 1974, as amended, which requires that all laborers and mechanics employed by contractors or subcontractors on construction work assisted under the Act shall be paid at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276-a5), and it will comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.). However, these requirements apply to the rehabilitation of residential property only if such property is designed for residential use of eight or more families.

25. Uniform Act Requirements

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

26. Lead-Based Paint Requirements

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

27. Compliance with Office of Management and Budget

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

28. Flood Insurance Purchase Requirements

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

29. Historic Preservation

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

30. Program Monitoring

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

31. Discrimination Due to Beliefs

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

32. Confidential Findings

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

33. Third-Party Contracts

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

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

The Grantee shall include in all contracts with Participating Parties a provision that each Participating Party agrees that any duly authorized representative of the Mississippi Development Authority, the U.S. Department of Housing and Urban Development, and the Comptroller General of the United States shall, at all reasonable times, have access to any portion of the Project in which such Participating Party is involved until the completion of all close-out procedures respecting this grant.

34. Excessive Force

The contracted parties will adopt and enforce a policy of prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any

individuals engaged in nonviolent civil rights demonstrations; and enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.

35. Architectural Barriers Act and Americans with Disabilities

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

36. Environmental

The applicant will:

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

Its chief executive officer or other officer of applicant:

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

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

- (1) Consulting with the State Historic Preservation Officer to identify properties listed in or eligible for inclusion in the National Register

of Historic Places that are subject to adverse effects of the proposed activities; and

- (2) Complying with all requirements established by HUD to avoid or mitigate adverse effects upon such properties.

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

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

37. Uniform Relocation

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

38. Code of Standards of Conduct

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

39. Hatch Act

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

40. Lead Based Paint

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

41. Use of Influence

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

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

42. Cost Overruns

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

CERTIFICATIONS/ASSURANCES

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

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

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

PROJECT SIGNS

All local governments receiving Katrina Community Development Block Grant funds are required to place a project sign in the project area(s) as described below:

Project signs shall be installed when construction or rehabilitation activity begins and shall remain in place throughout the project activity period. The signs shall be placed at the entrance of the project site. The signs shall be waterproof and shall have a background of red, white, and blue in three segments and shall be four (4) by six (6) feet, except to meet special or local requirements. Project signs shall include the following information as indicated in the attached example:

1. Program Name (Katrina Community Development Block Grant Program)
2. Project Name
3. Name of Grant Recipient (City, Town, or County)
4. Granting Agency (Governor Haley Barbour, State of Mississippi and Mississippi Development Authority, Gray Swoope, Executive Director)
5. Local Officials Names

The following page is a graphic example of the required signs.

PROJECT SIGN 4' X 6'

**KATRINA COMMUNITY DEVELOPMENT BLOCK GRANT
JAMES STREET WATER PLANT #2 REHABILITATION
R-110-205-02-GZ – PHASE 3
HATTIESBURG, MISSISSIPPI**



GOVERNOR PHIL BRYANT
STATE OF MISSISSIPPI
MISSISSIPPI DEVELOPMENT AUTHORITY
Brent Christensen, Executive Director

Johnny L. DuPree, Mayor

COUNCILMEMBERS

Kim Bradley, Ward One
Deborah Denard Delgado, Ward Two
Carter Carroll, Ward Three
Dave Ware, Ward Four
Henry Naylor, Ward Five

U.S. Department of Housing and Urban Development





STATE OF MISSISSIPPI
PHIL BRYANT, GOVERNOR
MISSISSIPPI DEVELOPMENT AUTHORITY
BRENT CHRISTENSEN
EXECUTIVE DIRECTOR

November 15, 2012

Mrs. Michele Moore
Jimmy G. Gouras Urban Planning
181 Lameuse Street
Biloxi, MS 39530

SUBJECT: Wage Determination: Gozone
CDBG Project Number: R-110-205-02-GZ
Hattiesburg James Street Water Treatment Plant

Dear Mrs. Moore,

Enclosed is a copy of the wage decision for the above project. Examine the document carefully to ensure the rendered decision is applicable for the types of work noted in the "Description of Work" section on the request document. Decisions are effective from the date of publication in the Federal Register without limitation as to time.

Prior to using this decision, please review the *Wage Determination On-line.gov* website (www.wdol.gov) to verify the decision is current. If the decision has been withdrawn or superseded, please contact this office to request an updated wage determination, at least ten (10) days before bid opening. Also, this coversheet, the rendered decision, and the request document shall be bound into the project's specifications.

If additional information is required, please contact the Mississippi Development Authority, Disaster Recovery Division, Community Revitalization program office at 601-359-3154.

Sincerely,



Lee Youngblood
Disaster Recovery

cc: Marcelin Joseph, Shows, Dearman & Waits

Division of Community Services 501 North West Street (39201) • P. O. Box 24628 (39225-4628) Jackson, Mississippi (601) 359-3179	REQUEST FOR WAGE DETERMINATION AND RESPONSE TO REQUEST Requesting Officer (type name & Signature) <u>Michele Moore</u> <u>Michele Moore</u>				(Davis-Bacon Act as Amended and Related Statutes)	
For Division of Community Services Use Only Response to Request Type of Work Bldg. ☐ Highway ☐ Resid ☐ Heavy ☒	Agency Jimmy G. Gouras Urban Planning Phone Number 228-436-9425		Project Number: R-110-205-02-GZ		Project Name: James Street Water Treatment Plant #2 Project	
Date of Request 11-15-12		Estimated Advertising Date 1/9/13	Est. Bid Opening Date 2/9/13	Est. Construction Start Date March 1, 2013 Est. \$ Value of Contract 350,000 Est. Contract Award Date 2/20/13		If Housing Units No. of Stories 0
Federal Register Decision No. MS 12006.1		Location of Project (City or other description) James Street, Hattiesburg, MS 39401				No. of Dwelling Units 0
Federal Register Date 1/06/2012	County Forrest	State Mississippi	Wage Determination under the Davis-Bacon and Related Acts (This Decision is effective from date of publication in the Federal Register without limitation as to time). Note: The Decision should not be used for this project without contacting this office and requesting any current modification or supersedeas decisions. DO NOT REMOVE THIS SHEET FROM DECISION - EACH MUST BE BOUND INTO SPECIFICATIONS			
Prior Supersedeas Decision MS 20100104 Approving Representative, Signature and Title  Lee Youngblood Manager	Address to which wage determination should be mailed. Must be complete and include ZIP CODE (Print or Type) Michele Moore, Jimmy G. Gouras Urban Planning Consultants, Inc. 181 Lamcuse Street Biloxi, MS 39530 Send copy of Wage Decision To: (Architect, Contractor, Etc.) Marcelin Joseph Shows, Dearnian & Wells 301 Second Avenue Hattiesburg, MS 39403					
Description of Work (Be Specific-Print or Type) Replace a water well at the treatment plant						

Wage Determination MS61.txt
General Decision Number: MS120061 01/06/2012 MS61

Superseded General Decision Number: MS20100104

State: Mississippi

Construction Type: Heavy
Including Water and Sewer Line Construction

County: Forrest County in Mississippi.

HEAVY CONSTRUCTION PROJECTS: DOES NOT INCLUDE FLOOD CONTROL

Modification Number Publication Date
0 01/06/2012

* ELEC0903-009 06/01/2011

	Rates	Fringes
ELECTRICIAN.....	\$ 23.60	12%+4.40

SUMS2008-079 07/07/2008

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 14.00	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 12.29	0.00
LABORER: Common or General.....	\$ 10.00	0.00
LABORER: Pipelayer.....	\$ 9.58	0.00
OPERATOR: Backhoe.....	\$ 13.75	0.00
OPERATOR: Bulldozer.....	\$ 12.00	0.00
OPERATOR: Drill.....	\$ 11.52	1.24
OPERATOR: Loader (Front End)....	\$ 12.27	0.00
OPERATOR: Trackhoe.....	\$ 10.00	0.00
PAINTER: Brush and Spray Only...	\$ 11.88	0.00
TRUK DRIVER, Including Material, 3 Axle & Semi, Dump, Lowboy, Tractor Haul.....	\$ 10.46	2.05

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have been found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted

because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

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.

1500 GPM WATER WELL

Payment for furnishing and installing well, will be made at the contract unit price per well according to type and size as listed in the Proposal and shall include all pumps, valves, associated yard piping, etc. as detailed in these specifications or shown in the plans. Other items will be as outlined in the proposal as it relates to actual construction of water well.

MASTER WATER METER

Payment for master water meter shall include all materials, labor and equipment necessary to install the meter and wiring as related to a functioning meter as detailed in the specifications. The contract price shall be per each.

YARD PIPING, VALVES, FITTINGS, ETC.

Payment for item shall include all components located above the ground between the well pump motor and the piping as it enters the ground. It shall include but not limited to air release valve, blind flanges, check valves, elbows and spools as necessary based on the plans and specifications. The contract price shall be lump sum.

8" DUCTILE IRON WATER LINE

Payment for installation of ductile iron water main 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, pavement repair, reducers, flushing the system and related items not specifically covered under other pay items. Length shall be determined by the measured distance of pipe installed and accepted.

ELECTRICAL WORK

Payment for Electrical Work shall include furnishing and installing any addition conduit, pull box and power wire required to move the existing electrical service to the new well location. The unit of measure shall be lump sum.

EROSION CONTROL

Payment for Erosion Control shall include furnishing, installing and maintaining hay bales or silt fence as required by current Mississippi Department of Environmental Quality standards. Hay bales and silt fence shall be installed and maintained to prevent erosion under or excess siltation within 24 hours of a rain event. The unit measurement shall be Lump Sum and includes any required maintenance.

ABANDONMENT OF EXISTING WELL

Payment for abandonment of old well shall include removal of all interior components and proper disposal. Contractor shall also remove concrete and piping to a depth of 36" below the ground. Abandonment shall be via the Halliburton method or approved method by the Mississippi Department of Environmental Quality. Payment shall be per each.

WELL DATA SHEET

CITY of HATTIESBURG FORREST COUNTY, MISSISSIPPI

1	Outer Casing Diameter (Welded)	16"
2	Lap Pipe Diameter	10"
3	Minimum Lap Pipe Length	80'
4	Coating Required	Yes
5	Minimum Screen Diameter	10"
6	Minimum Screen Length	80'
7	Estimated Well Depth	690'
8	Required Discharge Flow	1500 gpm
9	Required Discharge Head	25 psi
10	Well Development (Natural or Gravel)	Gravel
11	Type of Pump (Line Shaft or Submersible)	Line Shaft
12	Type of Lubrication (Oil or Water)	Water
13	Discharge Fittings and Accessories:	
	a. Dressing Coupling	1-8"
	b. Standard Flanged Check Valve	1-8"
	c. Standard Flanged Tee	1-8"
	d. Standard Flanged Gate Valve	1-8"
	e. Standard Flanged 45 Degree El	3-8"
	f. Standard Flanged Steel Pipe	See Plans
	g. Air Release Valve	1
	h. Standard Hose Bibb	1-3/4"
	i. Standard Pressure Gauge	1-8"
	j. Master Meter	1-8"

All fittings and piping shall be installed as shown on the construction plans.

DETAILED SPECIFICATIONS FOR WATER SUPPLY

A. SCOPE:

The work includes the furnishing of all labor, tools, equipment, hauling, and necessary items for the construction of the water supply hereinafter specified. The Contractor is cautioned to read the Specifications thoroughly so there will be no questions as to compliance. The Contractor is required to submit with his bid information on the proposed Well materials and Pumping equipment to assure the Owner of compliance with the Specifications.

Contractor shall perform all the work related to the construction of new Well with the Pump and Pump motor installation at the new Well. The Contractor shall be responsible for conforming to the Well and Pump Construction Specifications as well as the performance testing requirements. Refer to the proposal data sheets in the Specifications for specific requirements concerning the installation of each Well and Pump.

Upon completion of the project and prior to acceptance, the well and adjacent aquifer shall be disinfected as necessary using a solution of 50 mg/l free chlorine applied for 24 hours. After disinfection, the well shall be pumped until two consecutive chlorine-free samples are collected from the well that show no coliform bacteria and no confluent growth when analyzed by the Mississippi State Department of Health or a laboratory certified by the State. The samples shall be collected by the Registered Engineer for the project, the Certified Operator, or a representative of the Mississippi State Department of Health.

Site work shall be coordinated between the Well Contractor and the Owner.

Discharge piping shall be installed as indicated on the plans between the Pump and the existing City piping. The Well Contractor is responsible for connecting to the existing line.

B. GUARANTEE OF PRODUCTIONS:

1. Contractor shall guarantee to the Owner to construct and install a Well, as herein specified, which will, for the period of guarantee, furnish water as a rate of not less than 1500 U.S. Gallons per minute, and at a constant above ground head of 25 pounds and when continuously operated for not longer than the time specified under the "Testing" procedures, and shall further guarantee that said Well will actually produce and deliver the said guaranteed quantity of water throughout a one year period from the date of Owner's acceptance.
2. If at any time during the one (1) year period, the Owner should test the Well and show the production is less than the guaranteed minimum, or less than the quantity paid for, then the Owner shall send written notice to the Contractor. Upon receipt of such a notice, the Contractor shall proceed promptly to do such things as he deems necessary to again bring the Well and Pump back to the original guaranteed capacity. In the event the Contractor has to abandon a Well because of geological conditions, the Contractor will notify the Engineer in writing. If the Engineer agrees, he may instruct the Contractor to move to a new site. After the Contractor has abandoned the old Well site in accordance with current rules, regulations and procedures of the Mississippi Health Department or the procedure currently being used by Mississippi Department of Environmental Quality (MDEQ), whichever is appropriate, the Contractor shall be paid for the mobilization, drilling, abandonment, and mobilization to a new site as outlined in the Contract price schedule. However, should the Contractor fail to sink the Well to the depth specified, or to such lesser depth as ordered by the Engineer, or should he abandon the Well because of loss of tools or for any other cause, he shall recover

such material as he elects, properly fill the abandoned hole in accordance with current rules, regulations and procedures of the Mississippi Health Department or the Procedures currently being used by MDEQ. Contractor will not receive any compensation for the abandoned Well.

C. ELECTRIC LOGGING:

The Contractor will make necessary arrangements to have an electric log, and gamma log run on the hole, and the Contract shall expedite the running of this log as directed by the Engineer.

D. WELL DEPTH:

The Well shall be drilled to a depth necessary to penetrate the water-bearing sand. This depth is thought to be from 650 feet to 750 feet below the surface, but this statement concerning depth shall in no way be construed to impose any liability on the Owner or Engineer.

E. CASING:

1. Surface Casing: The Contractor may elect to use surface casing. If so, he may use whatever he wishes but no payment by the Owner will be made. He will not be required to leave the surface casing in place but the Contractor may do so at his own option.
2. Outer Casing: The outer casing shall extend from 2 feet above the surface of the ground to the top of the water-bearing strata. The casing shall be not less than 16 inches in diameter and shall be of black steel material with a wall thickness of not less than 0.375 inches. The casing shall be API 5L or A53. Original Mill Certificates with matching heat numbers shall be supplied by the Contractor. The casing shall have either welded joints or screwed connections to insure against leakage from the outside sources. It shall be installed sufficiently straight so as to permit the satisfactory operation of the permanent Pump. The diameter of the hole drilled to receive the outer casing shall be large enough to leave an annular space of not less than 2-1/2 inches around the casing. The casing shall be installed with centering guides to center the casing in the drilled hole. The casing shall be cemented in place by using a pressure cementing process by starting the cement from the bottom of the hole in separate temporary pipe lines, or by the Haliburton method or equal. After the mud around the casing has been flushed out, the annular space around the entire casing for its entire length shall be filled with a high-early strength neat cement grout weighing no less than 15 pounds per gallon. After cement is in place, it shall be allowed to set and harden for at least 24 hours before drilling operations are continued. The casing shall be epoxy-coated on the inside no less than 10 mils thick with a coating approved by the Mississippi State Board of Health. The lap pipe shall be coated in and out in the same manner. The casing supplier shall document on his stationary and signed by a principle of the company that the casing is A 53/API 5L.

F. UNDERREAMING:

After the cement has been allowed to set and harden, the Contractor shall be a minimum of 10 inches larger than the nominal screen diameter. The underream shall extend through the entire length of the water bearing strata to be screened.

G. LAP PIPE:

The lap pipe shall extend from the top of the Well screen up into the outer casing a distance of not less than 80 feet. The lap pipe shall be of black steel, epoxy coated material, of the same size as the Well screen and standard wall thickness, and shall be A53 or API 5L.

H. WELL SCREEN:

Into the under-reamed hole shall be placed a screen, or strainer, approximately 80 feet in length. It shall be placed in the center of the large underreamed hole using guides as necessary. The screen shall be not less than 10 inches in diameter and shall be made of AISI, Type 304, 18-8 stainless steel. The openings shall be horizontal, and vertical openings will NOT be permitted. Slot opening size shall be determined from analysis of the sand from the water-bearing strata. The screen shall be as manufactured by Johnson, Houston, Cook or equal. The minimum support rod size will be .250 inches. The minimum wrap wire size will be 0.180 inches. Shutter screens are not acceptable. The Contractor will verify with the Engineer that the proposed screen is of adequate column and collapse strength and has a transmitting capacity of 1500 G.P.M. at a maximum 0.1 foot per second entrance velocity for the Well. The screen manufacturer shall document on their stationary that the screen meets these specifications.

I. GRAVEL ENVELOPE & WELL DEVELOPMENT:

1. Gravel Envelope: The entire annular space between the strainer and the outside wall of the underreamed hole through the water bearing formation shall be completely filled with a graded and well rounded gravel of proper size as determined by the sand analysis to permit to free flow of water to and through the screen without Well clogging or Well sanding. The Contractor shall submit to the Engineer before graveling the gradation and type of gravel to be used. He shall also show the uniformity coefficient of the gravel in relation to the uniformity coefficient of the water bearing formation. The Owner shall have the right to accept the Contractor's recommendation or designate to the Contractor the gradation and type of gravel to be used.
2. Well Development: The Well is to be surged and developed in insure maximum capacity and long life. This developing is to continue until the water is clear and free of sand while it is being pumped at the guaranteed capacity. The Contractor's Hydrologist shall determine the Well efficiency using recognized methods. If the Well is less than 75% efficient at the specified pumping rate at the end of 24 hours, the Contractor shall continue development operations at his own expense to improve the Well's efficiency until it equals or exceed 75%. If the Contractor is unable to meet the 75% efficiency requirement, the Owner will reduce the payment to the Contractor by one (1%) percent of the Contract for each percentage point below 75% that is attained by the Contractor. If the Contractor does not develop a minimum of 60% Well efficiency, no payment shall be due the Contractor for the Well.

J. PROVISIONS FOR DISINFECTIONS:

Upon approaching the water bearing stratum the Contractor shall, from then on until the completion of the Well drilling operation, carry not less than five parts per million of free chlorine in this drilling water and mud. Not less than one part per million of free chlorine shall be maintained in the water used for development. In the case of Gravel Wall Wells the Contractor shall disinfect the gravel as it is being placed in the Well with a water solution containing not less than five parts per million of free chlorine.

K. WELL TEST:

When the Well is completed and thoroughly developed, the Contractor shall furnish, install and operate a test Pump complete with prime mover, water-level measuring device and pipe orifices for accurately measuring the pumping rate. A maximum 1500 minute aquifer test with continuous pumping shall be conducted at a constant rate of pumping at the specified Well design capacity. Measurements during the test will be made at the time intervals designated by the Engineer. After the pumping portion of the test has been completed, measurements of the recovery of the water level shall be made at the designated time

intervals for an eight (8) hour period or until the water recovers to the original static water level, whichever occurs first. The Pump shall not be removed during this recovery period. The Well discharge water shall be conducted to a site as instructed by the Engineer. The Contractor shall not be responsible for the discharge water after it leaves the Owner's property. A physical and chemical analyses should be made of the samples taken after the pumping test and analyzed by a Mississippi State Department of Health approved laboratory to determine the water's suitability for public water use.

L. CAPPING:

After development, the Well shall be capped by welding on a ¼ inch steel plate or in a manner approved by the Engineer. Before capping, it shall be sterilized by adding a fifty parts per million (50 ppm) chlorine solution for adequate sterilization.

M. EQUIPMENT:

1. Pump shall be approved by the Engineer.
2. Gate Valves shall be AWWA, non-rising stem iron body, bronze mounted, tested to 350 psi. Valves shall open by turning counter clockwise, be equipped with "O" ring seals at the top of the stem and a handwheel. The valves shall be Eddy-Iowa, Mueller, N&H, or approved equal.
3. Check Valves shall be 125 psi rated, non-slam, as manufactured by Clayton (No. 81), Mueller, GA Industries (No. 250-D), or approved equal.

N. TESTING:

When the Contractor has completed the installation of the permanent pumping equipment and has the installation ready for testing, he shall notify the Owner and Engineer. The test shall run continuously for a twenty-four (24) hour period, or a minimum of four (4) hours after the Well has stabilized. Reasonable stops for adjustment of equipment and measuring devices shall be allowed during this period. The Well and Pump shall be tested at the guaranteed capacity as measured at the centerline of the discharge flange at the specified pressure.

Hourly readings shall be recorded of the capacity and draw-down of the Well during the entire test period. A step test run from open discharge to shut off head shall be run in increments of ten (10) psi. Signed copies of the test results shall be supplied to the Owner immediately after completion of the test. The Contractor shall furnish the necessary equipment to conduct this test.

WATER SYSTEMS

1.0 GENERAL

This item shall consist of furnishing all of the necessary materials, supervision, labor, tools, equipment and incidentals, and the installation of various types and sizes of water pipe and related items in accordance with the Contract Drawings and Specifications, as stated in the Proposal.

2.0 APPLICABLE PUBLICATIONS

The following publications form a part of this Specifications and where referred to by basic designation only, are applicable to the extent indicated. The latest editions of the publications referenced shall apply to the work.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

- A 139 Electric-Fusion (Arc) welded steel pipe (sizes 4 inch and over).
- A 252 Welded and Seamless steel pipe piles.
- C 31 Making and Curing Concrete Compressive and Flexural Strength Test Specimens in the Field.
- C 33 Concrete Aggregates
- C 39 Test for Compressive Strength of Cylindrical Concrete Specimens.
- D 2922 Density of Soil Aggregate in place by the clear Method (shallow depths).

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

- 21.10 Gray Iron and Ductile Iron Fittings, 3 inch through 48 inch for Water and other Liquids.
- 21.11 Rubber Gasket Joints for Cast Iron and Ductile Iron Pressure Pipe and Fittings.
- 21.50 Ductile Iron Pipe, Centrifugally Cast in Metal Molds or Sand-line Molds, for Water or other Liquids.

AMERICAN WATER WORKS ASSOCIATION (AWWA)

- C 104 Cement-Mortar Lining for Cast Iron Pipe and Fittings for Water and Other Liquids.
- C 106 Cast Iron Pipe Centrifugally Cast in Metal Molds, for water and other Liquids.
- C 110 Gray Iron and Ductile Iron Fittings, 3 inch through 48 inch, for Water and Other Liquids.
- C 111 Rubber Gasket Joints for Cast Iron and Ductile Iron Pressure Pipe and Fittings.
- C 150 Ductile Iron Pipe, Centrifugally Cast in Metal Molds or Sand-Lined Molds, for Water or other Liquids.

AMERICAN ASSOCIATION OF STATE HIGHWAY & TRANSPORTATION OFFICIALS (AASHTO)

- T-88 Particle Size Analysis of Soils.

T-89 Determining the Liquid Limit of Soils.

T-90 Determining the Plastic Limit and Plasticity Index of Soils.

T-99 Moisture Density Relations of Soils Using a 5.5 lb. Rammer and 12 inch Drop.

T-191 Density of Soil In-Place by the Sand-Cone Method.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Standard Specifications for Road and Bridge Construction 1990 Edition.

3.0 SUBMITTALS

The following submittals shall be required for the respective materials used in the work. All submittals shall be submitted through the Contractor to the Engineer.

3.1 Ductile Iron Pipe: The following submittals shall be required for ductile iron pipe systems utilized on the project. The Contractor shall furnish manufacturer's certificates certifying that the pipe and fittings conform to the requirements as specified hereinafter under Article 4.0, Materials. In addition, the submittals shall include the following:

A. Joints: The following shall be required for ductile iron joints.

1. Drawings or Manufacturer's Catalogue data indicating dimensions and tolerance.

2. Gaskets shall be tested in accordance with the respective standards as indicated in ANSI 21.11 and results shall be included in the submittals. Test shall be for similar materials on the gaskets and be not more than one year old.

3. Mechanical Joints: Should the Contractor elect to use mechanical joints in lieu of push-on joints, manufacturer's data shall be submitted in accordance with the "Special Requirements for the Mechanical Joint" as stated in ANSI 21.11 (AWWA C 111).

B. Ductile Iron Pipe Submittal Shall Include the Results of:

1. Tension Test

2. Impact Test

3. Low Temperature Impact Test

Sampling procedure shall be as indicated in ANSI 21.51.

3.2 PVC PIPE

The Contractor shall furnish manufacturer's certificates certifying that the pipe and fittings conform to the requirements of these specifications and appropriate construction drawings.

4.0 MATERIALS

WATER SYSTEM:

A. Ductile Iron Pipe: 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.



Pipe shall have standard asphaltic coating on the exterior. Pipe also shall have a cement mortar lining on the interior in accordance with the latest revision of ANSI/AWWA C104/A21.4. If corrosion protection is required, polyethylene encasement shall be installed prior to the pipes installation in accordance with ANSI/AWWA C105/A21.5-88.

All non-restrained pipe shall be furnished with push-on type joints such as "Fastite", or equal. Joints shall be in accordance with the latest revision of ANSI/AWWA C111/A21.11 and shall be furnished complete with all necessary accessories.

Where restrained joint pipe is required, "Fast Grip", "Flex-Ring", or "Field Flex-Ring" or approved equal shall be used. The length of restrained pipe shall be as tabulated or noted on the plans. Ductile iron fittings shall conform to the latest revisions of either ANSI/AWWA C110/A21.10 or ANSI/AWWA C153/A21.53. Fittings, linings, and coatings shall be as specified for the pipe above.

All pipe, fittings and accessories shall be installed and tested in accordance with the latest revision of AWWA C600. Newly installed ductile iron water mains shall be disinfected in accordance with the latest revision of AWWA C651 prior to placing in service.

B. PVC PIPE

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.

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: Where indicated on the Plans or directed by the ENGINEER, the CONTRACTOR shall furnish and install gate valves as hereinafter specified.

All gate valves shall be cast iron mechanical joint, M.J., Mueller A-2380-20, equivalent or better. All gate valves shall be furnished with O-ring packing and 2" square operating nut, AWWA 200lb., for cast iron water main.

Valve boxes shall be cast iron top and bottom. Extension pieces shall be provide as required.

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.

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 specs. above.

The CONTRACTOR shall furnish and install either a two-piece or three-piece, slip type, cast iron valve box over each gate valve. Valve boxes will be set over valve operating nut, centered so as to be easily accessible with a valve operating wrench or key. They will be set to correspond with the finished grade of street, lot, or easement. No dirt will be left in box; box will not rest directly on valve body.

D. Fittings, Valves and Hydrants, Etc.: All fittings, valves and valve boxes, hydrants, and other appurtenances are to be set at the points indicated on the plans, or as directed by the ENGINEER, and omission to do so shall be corrected by the CONTRACTOR without extra cost to the OWNER.

All fitting shall either be Ductile Iron Compact (ANSI/AWWA C153/A21.53) or Cast Iron (ANSI/AWWA-

C110/A21-10) and shall have mechanical joint ends and mechanical joint restraints (Series 1120) and shall be incorporated in the design of the follower gland and shall include a restraining mechanism which, when actuated, imparts multiple wedging action against the pipe, increasing its resistance as the pressure increases. Flexibility of the joint shall be maintained after burial. Glands shall be manufactured of ductile iron conforming to ASTM A 536-80. Restraining devices shall be of ductile iron heat treated to a minimum hardness of 370 BHN. Dimensions of the gland shall be such that it can be used with the standardized mechanical joint bell and tee-head bolts conforming to ANSI/AWWA A21.11 and ANSI/AWWA C153/A21.53 of latest revision. Twist-off nuts shall be used to insure proper actuating of the restraining devices.

The mechanical joint restraint device shall have a working pressure of a least 250 psi with a minimum safety factor of 2:1 and shall be EBAA Iron., MEGALUG or equal.

To improve the sealing capacity, the gaskets for all mechanical joints conforming to the requirements of ANSI/AWWA C110/A21.10, C111/A21.11, or C153/A21.53 shall be of a design that causes the gasket to deflect approximately 30% during assembly of the mechanical joint. The gasket material shall conform to the requirements of ANSI/AWWA C111/A21.11, Section 1-6.4 of the latest revision. Mechanical joint gaskets shall be EBAA Iron's EBAA Seal- Improved Mechanical Joint Gasket or approved equal.

Fittings (bends, tees, plus, and caps) shall be securely braced by mechanical joint restraints, as indicated on the Plans, to prevent the possibility of blowing off under pressure. And a full length of pipe shall be installed on each end of the fitting. Then cut pieces can be installed beyond the full lengths of pipe.

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: 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.

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: General : The select material shall be composed of a natural or artificial mixture of sand, silt, clay or soil binder or other material of satisfactory cementing value. The sand shall be hard, sharp, and durable particles, preferably siliceous. The binder shall be a grade of clay or other material having satisfactory cementing qualities and shall be homogenous in character, free from vegetable matter, clay balls or other deleterious substances that cannot be classed as serviceable base material.

Gradation: Any coarse aggregate contained in the material shall pass the one and one-half (1-1/2), sieve and not more than thirty-five percent (35%) shall be retained in the Number 10 sieve. The plasticity index (P.I.) shall not exceed 12, nor shall the liquid limit exceed 30.

The composite selected sand-clay material passing the Number 10 sieve shall conform to the following minimum and maximum gradation limits:

<u>Sieve</u>	<u>Percent Passing by Weight</u>
Number 40	40 - 85
Number 60	30 - 70
Number 270	8 - 30
Silt (.05 to .005 mm)	3 - 15
Clay (Passing .005 mm)	3 - 15

Backfill: All other backfill shall consist of excavated material removed from the trench.
CONSTRUCTION:

Earthwork:

A. Site Preparation: Topsoil shall be stripped and stockpiled in accordance with Technical Specifications - Restoration of Roads, Driveways, Fences, Lawns, and other Grassed Areas.

All vegetation such as brush, heavy sod, heavy growth of grass, decayed vegetative matter, rubbish and any other unsuitable material within the area of trenching shall be stripped or otherwise removed before the trenching is started, and in no case shall such objectionable material be allowed in the trench.

Stripping operation shall be to a depth of not less than 6 inches in all cases.

B. Asphalt or Concrete Removal: Before trenching operations begin, the existing asphalt or concrete pavement shall be scored or cut to a proper depth to give a straight vertical edge when removed. The asphalt or concrete shall be disposed of offsite by the Contractor. While removing the asphalt or concrete in the trench line, never shall the adjacent asphalt be raised or pulled from its base.

C. Trenching: The Contractor shall determine all requirements for trench dimensions, alignment, and grades. The trench shall be excavated in conformance with all federal, state and local regulations for the protection of the workmen. Shoring, sheeting and/or a moveable form shall be used as required to provide earth stability during the



laying operations.

The final excavation of the trench for the pipe installation shall be as indicated on the Plans. Minor variations in horizontal (within the permanent easement) or vertical alignment during construction shall be made during construction (with the Engineer's approval) to facilitate ease of installation and operation (due to potential conflicts; i.e., utility conflict) at no additional cost to the Owner except for additional piping, if any. The trench from the top of the pipe down to the bottom of the bedding shall be of a consistent width as indicated on the plans. Should the excavated width of the trench be larger than the design width, the Engineer may direct that a higher type or class of bedding be used; or other adjustments be made to increase the load carrying capacity of the pipe.

The Contractor shall not excavate more trench in advance of pipe laying than is necessary to perform the work efficiently. No more than 100 feet of open trench shall be allowed unless approved by the Engineer.

Excavated material shall be placed in a manner that will not obstruct sidewalks, driveways, or other structures. Excavated material shall not be placed so as to surcharge the walls and jeopardize trench stability.

D. Disposal: The Contractor shall satisfactorily dispose of all excess earth from excavations either in approved (by the Engineer) areas within the construction limits or away from the project in disposal sites obtained by the Contractor.

The Contractor will be permitted to mound excess earth over the trench to a maximum depth of 12 inches above the original ground surface or finished grade where the trench is located in unimproved property. Wasting of excess excavated material will not be permitted within any road ROW. All material within the construction limits shall be placed so that natural drainage is maintained and the surface shall be graded to a smooth and uniform appearance. The disposal of waste and excess excavating materials, including hauling, handling, grading, and surfacing shall be subsidiary obligation of the contractor and no separate payment will be made. Therefore, the cost of such work shall be included in the Contract Unit Price for installation of water pipe.

E. Dewatering: The site shall be kept free of surface water at all times. The Contractor shall install drainage ditches and dikes and shall perform all pumping and other work necessary to divert or remove rainfall and other accumulations of surface water from the excavations. The diversion and removal of surface water performed in a manner that will prevent the accumulation of water behind temporary structures or at any other locations within the construction area where it may be detrimental. The Contractor shall provide, install, and operate sufficient trenches, sumps, pumps, hoses, piping, well points, deep wells, etc., necessary to depress and maintain the ground water level at least one foot below the base of the excavation during all stages of construction operations. The ground water table shall be lowered in advance of excavation and maintained a minimum of one foot below the lowest excavation subgrade made until the structure has sufficient strength and weight to withstand horizontal and vertical soil and water pressures.

Where groundwater is encountered, the Contractor shall make the effort necessary to secure a dry trench bottom before laying pipe. In sandy and in other suitable type soils, dewatering shall be done by well pointing. If, in the opinion of the Engineer, the Contractor has failed to obtain an absolutely dry trench bottom by insufficient use of all known methods of trench dewatering, the Engineer may order the Contractor to excavate below grade and place not less than 6 inches of graded crushed stone fill material over the trench bottom to form trench drains to suitably located sumps and to remove the water by bailing or pumping. The graded crushed stone fill material shall be placed at the Contractor's own expense and shall be of such depth that there shall be no water in bell holes at the time of coupling pipe. All costs of equipment, labor, and materials required for dewatering shall be included in the bid price.

F. Bedding: The Contractor shall satisfactorily shape the trench area (to specified line, grade and cross section) to receive bedding material. The bottom of the trench shall be undisturbed soil. Should the Contractor over excavate the trench without direction from the Engineer, the trench shall be brought up to grade with select backfill and compacted to at least 90% of maximum laboratory density as measured by AASHTO T 99. Such additional work and materials for over excavation without direction of the Engineer shall be at the expense of the Contractor.

Holes for the bells shall be provided at each joint in the subgrade or in the granular fill bedding material as required. The holes shall be no larger than necessary for joint assembly and assurance that the pipe barrel will lie flat on the material. The Contractor shall install the proper bedding for the respective type of pipe and depth of installation as shown in the details and schedules on the plans. When depths vary in a particular manhole run, the Contractor shall change bedding systems in accordance with the depth installation requirements.

1. Stabilization Materials: When the subgrade is found to be unstable or to include ashes, refuse, organic material, or other unsuitable material, the Engineer may direct that the subgrade be over excavated to remove such material. The depths of over excavation shall be as directed by the Engineer. Stabilization material shall be placed into the over excavated area of the trench and shall be paid for in accordance with these specifications. Stabilization shall be compacted to at least 90% of maximum laboratory density in six inch lifts.

2. Bedding Materials: As detailed in the plans, bedding material shall be placed to the specified depth below the pipe and tamped to a minimum of 90% of maximum laboratory density as determined in accordance with AASHTO T 99. Following placement of pipe, additional bedding material shall be placed and consolidated under the haunches of the pipe. Special tools shall be required to work the material into place and leave no voids beneath the pipe. The bedding material shall be tamped along the spring line (or along the top of the bedding material as indicated) of the pipe to sufficiently compact the material insofar as practical.

The Engineer may direct additional moisture be added to the bedding material to aid in the compaction effort. Mechanical tampers may be employed to aid the process depending on the particular bedding required, additional bedding shall be added and tamped to a minimum of 90% of maximum laboratory density, with AASHTO T-99.

3. Select Backfill: Select backfill shall be placed in 6 inch lifts and tamped to a minimum laboratory density with AASHTO T-99. Overall depth of the select backfill shall be as directed by the Engineer.

4. Normal Condition Bedding: Under normal conditions the trench bottom shall be undisturbed earth shaped to the specified line, grad, and cross section with proper bell holes at each joint to insure that pipe barrel lies flat on trench bottom. The bedding material will be selected native materials excavated from the trench and placed in two lifts. The first lift being placed up to the spring line of the pipe and extending out to the trench walls and hand tamped to a minimum of 90% of maximum laboratory density. Special care shall be used in placing and tamping bedding to insure no voids under the haunches of the pipe. The second lift shall extend to approximately 6" above pipe (Material permitting) and hand tamped to 90% density.

5. Backfilling: Upon completion of placement of select material the excavated materials shall be immediately placed back into the trench. Specific requirements are:

a. Backfill requirements for road crossings, parking lots, driveways, and sidewalks shall be in accordance with Technical Specifications - RESTORATION OF ROADS, DRIVEWAYS, FENCES, LAWNS AND OTHER GRASSED AREAS.

b. Backfill requirements for unimproved areas (pastures, wooded areas) shall consist of placement and shaping of the soil in such a manner as to allow maximum natural consolidation. No compaction of the general backfill in the unimproved areas will be required, except that caused by conventional shaping equipment.

c. No debris shall be used as backfill which has a volume in excess of one-half of one cubic foot or weight excess of 75 pounds.

6. Sheeting Removal: Wooden sheeting or other thick sheeting or shoring members which have been driven or otherwise placed along the trench walls to an elevation below the spring line of the pipe shall be cut off at the spring line or higher and left in place.

7. Grading and Grassing: Final grading and grassing shall be in accordance with Technical Specifications - RESTORATION OF ROADS, DRIVEWAYS, FENCES, LAWNS, AND OTHER GRASSED AREAS.

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.

PIPE LAYING: Each pipe shall be laid true to line and grade and in such manner as to form a close concentric joint with the adjoining pipe and to prevent sudden offsets of the flow line. As the work progresses, the interior of the water shall be cleared of all dirt and superfluous materials of every description. Where cleaning after laying is difficult because of small pipe size, a suitable swab or drag shall be kept in the pipe and pulled forward past each joint immediately after the jointing has been completed. Trenches shall be kept free of water and pipe shall not be laid when the condition of the trench or the weather is unsuitable for such work. At times when work is not in progress, open ends of pipe and fittings shall be securely and satisfactorily closed so that no trench water earth, or other substance will enter the pipe or fittings.

The water main shall maintain a minimum of 30 inches of cover at all times.

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.

PIPE JOINTING: Piping shall be jointed in accordance with the manufacturer's printed recommendations. Gaskets shall be firmly set within the bells and grooves as required. The manufacturer's recommended lubricant or an approved equal shall be applied for slip type joints.

Ductile Iron Pipe Joint Construction: The installation and jointing of ductile iron pipe shall generally conform to the applicable provisions of AWWA Standard Specifications C-600 for pipe laying.

Where mechanical joint pipe is used, the surfaces which come in contact with the gasket shall be thoroughly brushed with a wire brush just prior to assembly. The gasket should be brushed with soapy water prior to installation to remove loose dirt and to lubricate gasket as it is forced into its retaining space.

When tightening bolts, it is essential that the gland be brought up toward the pipe flange evenly. The bolts should be partially tightened; the bottom bolt first, then the top; next the bolts on either side; and last, the remaining bolts. Overstressing of bolts to compensate for poor installation will not be permitted. Bolt torque shall be in accordance with manufacturer's specifications.

All joints of whatever type shall be completely water tight after being subjected to the required tests.

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.

A. Casing Pipe: Casing Pipe shall be installed as indicated on the Contract Drawings. Joints shall be completely welded to provide structural integrity and shall be watertight.

B. Carrier Pipe: Carrier pipe may be any of the allowed options of piping. However, the piping and joints shall be capable of withstanding the stress exerted by pushing the pipe within the casing.

C. Carrier Pipe Supports: Supports for the carrier pipe shall be as recommended by the manufacturer for such installation. Supports shall be spaced to adequately support the piping under all conditions.

D. 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.

Separation of Water and Sewer Mains:



A. 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.

TESTING

Ductile Iron Pipe:

A. Field Inspection: The Engineer shall perform visual inspection of the material prior to placement by the Contractor. The Engineer may make non-destructive tests to determine the soundness of the pipe. The Contractor shall assist the Engineer in handling and moving the pipe as required.

B. Material Test: Material test shall be conducted during the manufacturing process and the results shall be included as part of the submittals. No other material test shall be required.

STEEL CASING PIPE: Material test shall be included as part of the submittal. No other material test shall be required.

COMPACTION TESTS: Compaction tests shall be performed in accordance with AASHTO T 191 or ASTM D 2922. Maximum compaction shall be determined in accordance with AASHTO T 99.

HYDROSTATIC TESTING:

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.

And all test shall be in accordance with AWWA Standard C600-82, Section 4.

Allowable leakage shall be no more than that determined by the following formula:

$$L = \frac{SD \sqrt{P}}{133,200}$$

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.

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.

CLEANING AND STERILIZING:

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.

At least two (2) samples of chlorine free water, taken from each section shall be submitted to the State Board of Health for examination to determine if the system is free from organisms of the Coli-Aerogenes group. If such samples are not negative from organisms of the Coli-Aerogenes group, the system shall be disinfected and re-disinfected in a manner meeting the requirements of the State Board of Health, until the system is freed of contamination.

All water mains will be flushed, chlorinated and rechlorinated 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.

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.

EQUIPMENT SPECIFICATIONS

1. Motor shall be 480 volt, 3 phase, of the vertical hollow shaft squirrel-cage induction type, and shall comply with ASA Specification C-70. The motor will be manufactured by U.S. Motors, a division of Emerson Electric. The electric motor shall also conform in construction and performance with the NEMA standards for electric motors, latest revision, and shall be rated as drip-proof; 40 degrees Centigrade rise design, with 1.15 service factor, and is weatherproof. Motor shall be of the proper size to drive the Pump continuously over the specified operating range without the load exceeding the nameplate rating. Motor shall be minimum rated horsepower so as not to be overloaded at any point of the Pump curve.

The connection between the motor and the Pump shaft shall be through a coupling of clutch of the non-reverse ratchet type in the motor head to prevent line shaft from unscrewing the event of phase reversal. A thrust bearing of ample capacity to carry the weight of all rotating parts, plus the hydraulic thrust shall be incorporated into the meter as an integral part. The bearing shall be of such a size the average life rating is no less than five (5) years continuous operation. The motor base shall have an opening in the side for easy access to bearing covers. The motor shall be provided with an anti-reversing ratchet.

2. Pump Bowl Assembly: The Well constructed under this contract, after having been cleared of all sand and mud, shall be equipped with a deep Well water lubricated, turbine type Pump, complete with Pump column, line shafting, flanged discharge pipe connection, and all other accessories and appurtenances required for the proper operation of the equipment. The Pump shall be designed to operate at a speed not greater than 1800 rpm and to deliver not less than 1500 G.P.M. measured at the centerline of the above ground discharge outlet and a pressure of not less than 25 psi above ground for the well. The Pump Bowl Assembly shall consist of enclosed type impellers capable of producing, per impeller, the following minimum performance characteristics:

3. Pumps bowls, suction and discharge cases shall be of close grained nickel aluminum bronze, ASTM 148, Alloy 958, without imperfections. Leaded red brass, tin bronze or silicone bronze will not be accepted. For Pump sizes 8 inch through 19 inch, the bowl water passage shall be porcelain enamel coated to provide optimum performance and consistency of output. The top case bearing shall be marine type, fluted rubber cast in bronze tube. Bowls and cases shall have bronze sleeve type bushings to support and guide the shaft. Bushing material shall be bronze ASTM B-505, Alloy 836. The suction case bearing shall be grease packed with provision for grease circulation from a reservoir in the suction case hub. A sand collar or rubber or bronze, ASTM B-505, Alloy 836, shall be provided to protect the suction case bearing from abrasives in the liquid pumped. The discharge case shall have vanes to deliver the flow of water with minimum turbulence. The intermediate stages shall be selected to provide the maximum efficiency

with least number of stages. Impellers shall be of the enclosed type, cast of bronze, ASTM B-148, and Alloy 953, nickel aluminum bronze accurately cast, machined, balanced, and filed for optimum performance and minimum vibration. The design shall be non-overloading for the capacity of the motor selected. The impeller shall be securely fastened to the bowl shaft with taper collets of ASTM A-582, Grade 416, stainless steel. Bowl shaft shall be of 2-3/16" diameter to transmit the Pump horsepower with a liberal safety factor and rigidly support the impellers between the bowl or case bearing. The bowl shaft material shall be of Stainless CR NI MN Alloy.

4. Suction Pipe: Contractor shall furnish, with the Pumping unit, a 20-foot section of black steel, ASTM A-53, Grade B, suction pipe, 10-inch diameter, threaded for attaching to the Pump.
5. Column Assembly: Column pipe shall be of ASTM A53, Grade A steel pipe. Ends shall be machined with 8 threads per inch with a 1/8 inch taper and faced parallel to butt against machined shoulders in the column couplings. Intermediate sections of column shall not exceed 10 feet. Top and bottom sections of column pipe shall not exceed 5 feet. The upper end of bottom and intermediate column pipes shall be fitted with coupling of ductile iron. The coupling will have an integrally cast spider hub to hold and accurately align the shaft. Line shafts will be of ASTM A108, Grade 1045, steel ground and polished with a surface finish not to exceed 40 RMS. The shaft diameter will be a minimum of 1-15/16 inches. Each shaft shall have 304 stainless steel sleeve. Intermediate shaft sections shall be interchangeable and shall not exceed 10 feet in length. The butting ends shall be machined square to axis of the shaft and faces shall be recessed to ensure proper contact. The shaft couplings shall be threaded from solid ASTM A-276, Grad 316SS steel bars, and designed with a safety factor 1-1/2 times the shaft safety factor. Threads shall be left hand to tighten during Pump Operation. The couplings shall be without vent holes.
6. Pump Discharge Head: A suitable Pump head of high grade cast iron ASTM A48, Class 30, shall be provided for mounting the motor and supporting the Pump column, bowls, and suction pipe. The above ground outlet shall be flanged, provided with a circular groove interfaced for square packing, and drilled to match ANSI class 125 cast iron of 150 steel flange connections. The discharge nozzle shall be constructed with a vertical vane for reduction of turbulence. Also, the discharge flange shall have a 1/4 inch NPT connection for a pressure gauge. The design shall permit the drive shaft to be coupled above the tension box to facilitate easy removal and replacement of the drive. The cast iron stuffing box shall be of the bleed off type with a bronze packing glade. The Pump head shall be equipped with a separate cast iron base plate designed so as to permit the extension of the Well head casing up into the base plate at least one (1) inch. The base plate shall be grouted permanently into the concrete foundation. The Pump head shall weigh at least 750 pounds, not including the base plate and support a setting load of a least 40,000 pounds for the well.

7. Discharge Pipe: The Contractor shall install, at the discharge of the Well, the fittings and accessories shown on the Well Data Sheet of Plan Detail Sheet and specified herein.
8. Gate Valves shall be AWWA, non-rising stem iron body, bronze mounted, tested to 350 psi. Valves shall open by turning counter clockwise, be equipped with "O" ring seals at the top of the stem and a hand wheel. The valves shall be Eddy-Iowa, Mueller, N&H, or approved equal.
9. Check Valves shall be 125 psi rated, non-slam, as manufactured by Clayton (No. 81), Mueller, GA Industries (No. 250-D), or approved equal.
10. Pressure Gauge shall have an iron body and be calibrated in pounds per square inch in not more than 2 pound increments from zero to 50 pounds in excess of the discharge pressure. Gauge shall be equipped with a shut-off cock and be connected to the discharge pipe with ½ inch galvanized pipe.
11. Air Release Valve shall be Crispin Universal, with Protectop, or approved equal.
12. The permanent pump bowls should be set to maintain a 30 feet minimum submergence after pumping for 24 hours at open discharge.

RESTORATION OF ROADS, DRIVEWAYS, FENCES, LAWNS and OTHER GRASSED AREAS

1.0 GENERAL

The work under this item of work shall consist of furnishing all necessary materials, labor, supervision, tools, equipment and incidentals for the restoration of roads, driveways, fences, lawns and other grassed areas so as to provide satisfactory repair to all damage caused by general construction work. It is the intent of this Specifications to restore all such features to the general conditions that existed prior to construction activity insofar as practical. It is not the intention of this Specification that trees, which must be cut and removed, be restored. The Contractor is expected to be familiar with the overall area and be satisfied as to the materials required and level of effort needed to accomplish such restoration in accordance with this Specification.

2.0 APPLICABLE PUBLICATIONS

The following publications form a part of this specification and where referred to by basic designation only, are applicable to the extent indicated. The latest editions of the publications referenced shall apply to the work:

American Association of State Highway and Transportation
Officials (AASHTO).

T 99 The Moisture Density Relations of Soils Using a 5.5lb. (2.5 kg) Rammer and a 12-inch (305 mm) Drop

T 167 Compressive Strength of Bituminous Mixture

T 191 Density of Soil In-Place by the Sand-Cone Method

T 230 Determining Degree of Pavement Compaction of
Bituminous Aggregate Mixtures

American Society for Testing and Materials (ASTM)

D 2922 Density of Soil and Soil Aggregate in Place by the
Nuclear Method (shallow depths)

Mississippi State Highway Department (MSHD)

Standard Specifications for Road and Bridge Construction, 1990 Edition
Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD)

3.0 SUBMITTALS

3.1 Mix Designs: Design mix will be provided by Contractor and approved by Engineer prior to production of asphalt.

4.0 MATERIALS

4.1 Subbase and Base Courses: Subbase and base courses under paved areas shall be as specified in MSHD Specification Section 300.

4.2 Prime Coat: Prime coat shall consist of Grade MC-30 or Grade MS-70 in accordance with the applicable



requirements of MSHD Specification Section 408.

4.3 Bituminous Pavement: Bituminous Pavement for roadway and parking areas, wearing and binder courses, shall consist of a mix in accordance with MSHD Specifications Section 403.

Materials shall conform to the following subsection of MSHD Specifications Sections 702 and 703.

Bituminous Materials (AC-20) 702.01
Aggregate

A. BC-1 Binder Course

B. SC-1 for Surface Course
Filler 703.14

C. Topsoil: Topsoil shall be in accordance with Technical Specifications – SEEDING and SODDING.

E. Seeding and Sodding: Seeding and sodding operations shall be in accordance with Technical Specifications

SEEDING AND SODDING.

5.0 CONSTRUCTION

5.1 Maintenance of Traffic: Prior to limiting or restricting traffic on any street or road, the Contractor shall obtain permission from the 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.

Flagmen shall be provided to direct traffic around equipment and for one way movement of traffic around equipment and for one way movement of vehicles. The Contractor may have to stop construction and restore full traffic during certain rush hours.

The Contractor shall at all times (unless otherwise permitted in writing by the City of Hattiesburg) maintain open one lane to traffic during construction operations and restore roadways to two-way traffic during non-construction hours.

5.2 Repair of Asphalt/Concrete Streets/Driveways/Parking Lots:

A. Removal and Earthwork: The existing asphalt pavement shall be uniformly saw cut on straight lines and the material shall be removed. Other methods of cutting the existing asphalt surface which will result in a uniform straightedge similar to a sawed cut may be acceptable. Upon completion of the pipe laying, select backfill shall be placed in the excavation in maximum 8-inch lifts and compacted to at least 90% of maximum laboratory density to within one foot of the top subgrade and to 95% of maximum laboratory density in the upper one foot of the subgrade.

Maximum density of typical select backfill material shall be determined in accordance with AASHTO T 191 or ASTM D 2922. Portable mechanical tampers or vibratory compactors shall be used in the trenches. Rollers may be used at street level. Existing base and asphalt surfaces which become undermined during construction shall be removed until firm undisturbed subgrade is reached.



- A. Asphaltic Base: Asphaltic base shall be constructed in accordance with MSHD Specification Section 300.
- B. 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.
- C. 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.
- D. Asphalt Wearing Course: Placement and compaction of the bituminous pavement shall be in accordance with MSHD Specification Section 403.03.
- E. Utilities: All utility covers excavated during removal of streets, driveways, parking lots shall be restored to finished grade.

5.3 Driveways and Sidewalks: Driveways and sidewalks shall be repaired in similar manner to the original construction. Asphalt drives shall be saw cut where required and repaired in accordance with Paragraph (b) of this Specification. Concrete drives shall be saw cut or removed to the next joint. The minimum thickness for concrete driveway repair is 6 inches and for sidewalks is 4 inch. Concrete surfaces shall be properly tooled and receive a broom finish. Installation (if required) of new driveway drainage culvert shall be made only at the direction of the Engineer. The Contractor shall take all reasonable precautions to allow for reuse of existing drainage culverts.

5.4 Repair to Gravel Roads: Gravel roads shall be backfilled and compacted in accordance with Paragraph (B) of this Specification. The final surface shall consist of 12-inch in-place compacted clay gravel. Compaction shall be to 100% of maximum laboratory density in accordance with AASHTOT 99.

5.5 Repair to Lawns:

A. General: The Contractor shall exercise extreme care to minimize damage to improved lawns. Trees and shrubs within the limits of work shall be removed only for essential construction requirements. Any shrubs, which are removed or damaged, shall be replaced by satisfactory (to the Property Owner) planting by the contractor. Any grass seed areas, roads, streets, driveways, culverts, fences, water lines, metal boxes or other items (excluding trees unavoidably cut) which are damaged by the Contractor, shall be satisfactorily restored by Contractor. Acceptance of improved lawn repairs shall be based on the firm establishment of live stand of grasses and live growth of any replanted and acceptable shrubs. The Contractor shall water and fertilize such areas until healthy growth of grass (and shrubs, if applicable) are attained.

B. Grading: The surface areas shall receive finish grading so the finish topsoil surface (after settlement) will meet the existing contour grade of the area prior to construction. The natural drainage during and after construction shall not be altered so as to cause adverse effects to adjoining properties.

C. Topsoil: The Contractor shall strip topsoil and sod and stockpile for later use. Upon completion of trenching over the area. Additional topsoil shall be furnished if required (at no additional cost) to provide a uniform thickness of 3 inches. Lime at a rate of 1 - 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.

D. Grassing: Grass seed, sprigs, or sod similar to the existing lawn grasses shall be planted in accordance with the supplier's recommendations. Winter cover grasses such as rye grass shall be applied (in addition to planting the permanent grasses) if seeding, sprigging, or sodding is done at a time of year when the permanent grasses will not actively grow. The type (s) of permanent grasses shall be the same as the grass(es) in the damaged lawns. If the lawn repairs are accomplished between September 1 and March 1, the Contractor shall continue the restoration



work during the next period of March 15 and April 5 and mow the grass and continue the restoration until satisfactory growth of the permanent grass (es) is obtained. Such additional restoration work shall include the 1 - 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.

Sodding: Sodding shall be in accordance with Technical Specifications: - Seeding and Sodding.

5.6 Erosion Control: During all phases of construction, the Contractor shall adequately protect all work from adverse erosion. Soil shall not be allowed to flow off the limits of work area. The Contractor shall employ the use of ditch checks, matting, temporary grass cover, blankets, or other measures to control erosion. The Contractor shall be responsible to correct damage caused by erosion.

During the construction of this project, all work areas will be strictly monitored. All trench lines will be kept in excellent condition, all streets and drives will receive careful maintenance, keeping potholes and settled areas filled in. Dust control is essential and will also be strictly monitored.

5.7 General Grassing of Unimproved Areas

A. General: The Contractor shall seed and establish grass growth in all disturbed areas in unimproved areas (to include pastures and roadsides). Acceptance of the grass cover shall be based upon the firm establishment of a live stand of grass. The contractor shall water such grass if natural rainfall fails to adequately provide moisture. On slopes and other areas subject to erosion, grassing shall be accomplished as soon as practical (within 48 hours unless weather is prohibiting) after finish grading operations.

B. Grading: The surface area shall receive finish grading so the finish topsoil surface (after settlement) will meet the existing contour grade of the area prior to construction. The natural drainage during and after construction shall not be altered so as to cause adverse effects to adjoining properties.

C. Topsoil: The Contractor shall remove existing topsoil and stockpile for later use. Upon completion of backfilling (to establish contours as before construction), the topsoil shall be uniformly spread back over the area. The Engineer may require additional topsoil be furnished by the Contractor, if in the opinion of the Engineer, adequate provisions and efforts were not made by the Contractor to stockpile and re-use existing topsoil material.

D. Fertilizer and Agricultural Limestone: The Contractor shall uniformly apply 800 lbs. per acre of 13-13-13 fertilizer and also apply two (2) tons per acre of agricultural limestone to the area to be seeded. The fertilizer and limestone shall be tilled into the soil to a depth of four (4) inches.

Seeding: Seed shall be uniformly sown in accordance with Technical Specification - Seeding and Sodding
Sodding: Sod shall be placed in accordance with Technical Specification - Seeding and Sodding

E. Mulch Cover: Erosion prone areas such as steep slopes and highway shoulders shall receive a layer of loose straw mulch or equivalent at the rate of one and one-half (1-1/2) tons per acre. The mulch cover shall be established by the application of an emulsified asphalt or by "crimping" parts of the material into the soil.

5.8 Miscellaneous Items: Items such as fences, gates, 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.

5.9 General Care: Reasonable care shall be taken during construction to avoid damage to vegetation. Ornamental shrubbery and tree branches shall be temporarily tied back, where appropriate, to minimize damage. Trees, which



do not have to be removed in the opinion of the Engineer, and which receive damage to branches shall be trimmed of those branches to improve the appearance of the tree. Tree trunks receiving damage from equipment shall be treated with a tree dressing.

6.0 TESTING

6.1 General: All sampling and testing shall be accomplished by the testing laboratory approved by the Owner and employed by the Contractor to perform such services. Results shall be immediately forwarded to the Engineer by the Contractor.

6.2 Earthwork: Earthwork directly involved with road and street repair shall be tested as follows:

- A. Moisture Density Relationship (Standard Proctors): Two tests of sampled native material shall be required. Tests shall be in accordance with AASHTO T 99.
- B. Field Density: A minimum of two and a maximum of four field density tests shall be required. Density tests shall be in accordance with AASHTO T 191 or ASTM D 2922.
- C. Topsoil: Two pH tests and two organic content tests (wet combustion method) will be required.

SEEDING AND SODDING

1.0 DESCRIPTION

This item consists of furnishing all labor, supervision, materials, tools, incidentals and equipment and performing all work for topsoiling, tilling, fertilizing, seeding, watering, and otherwise establishing, protecting and maintaining seeded and sodded areas as required by the Contract Drawings and these specifications, and including repair, refertilizing and reseeding as required until final inspection and acceptance of the project.

2.0 SUBMITTALS - Certificates for fertilizer, limestone, seed.

3.0 MATERIAL

3.1 Topsoil: Topsoil shall be the surface layer of soil that is stockpiled by the Contractor during stripping and/or excavation on the site. The topsoil shall be free of subsoil, clay, lumps, stones, brush or seed. Topsoil shall have a pH value of not less than 4.5 nor more than 8.0.

3.2 Lime: Lime shall be ground limestone containing not less than 80% of total carbonates and shall be ground to such fineness that 80% will pass through a No. 10 mesh sieve and 40% will pass through a No. 40 mesh sieve.

3.3 Fertilizer: Fertilizer shall be water soluble commercial carriers of available plant food elements or combinations thereof, as stated herein and shall conform to the applicable state fertilizer laws. They shall be uniform in composition, dry, and free flowing materials in condition for application by suitable equipment. The fertilizer shall be delivered in standard bags or other convenient standard containers, each fully labeled with manufacturer's guaranteed analysis. Any fertilizer shall contain not less than the percentages by weight of the ingredients set out as follows: (1) Nitrogen, 13% (2) Phosphorous P O, 13%, (3) Potash K C, 13%. Invoices for fertilizer will show the kind and have analysis furnished.

3.4 Seed: Seeds with a minimum pure live seed content of 90% shall be used. They shall be of the best grade and of known vitality, purity, and germination and shall be delivered in containers bearing seed tags as required by law showing percentages of germination content and purity of seed as well as percentages of weed seed content.

All seeds shall be free of wild onion, Canadian thistle, Johnson grass, crab grass or other seeds of noxious weeds. All seeds shall be furnished in standard containers, or as acceptable to the Engineer. Seed which has become wet, moldy or otherwise damaged in transit or storage will not be acceptable.

Purity, Germination and Planting Schedule

Spring and Summer Seeding (March 1 to September 1)

<u>Name</u>	<u>Percent Purity</u>	<u>Percent Germination</u>	<u>Mix (Dry Wt. Lbs.) Per Acre</u>
Hulled Bermuda	95	90	20
Pensacola Bahia	95	90	30
TOTAL			50

Purity, Germination and Planting Schedule			
Fall and Winter Seeding		(September 1 to March 1)	
Name	Percent Purity	Percent Germination	Mix (Dry Wt. Lbs)
Unhulled Bermuda	95	90	20
Pensacola Bahia	95	90	30
Rye	95	85	15
Crimson Clover	95	85	8
TOTAL			73

Seeding in Existing Lawns: Grass seeds for existing lawns shall be the same as the existing grass.

3.5 Leguminous Inoculants: Inoculation media containing live nitrogen-fixing bacteria shall be supplied with all legume seed. The inoculants shall be standard, pure culture of nitrogen-fixing bacteria. Each kind of legume will require a cultural bacteria that is adapted to that particular kind of seed. The bacteria shall be supplied in convenient containers seed. The bacteria shall be supplied in convenient containers of a proper size to treat the amount of seed to be planted. The legume seeds shall be treated according to the directions, and before the expiration date for use of the media shown on the container.

3.6 Soil for Repairs: for fills or areas to be repaired, soil shall be topsoil of a least equal quality to that which exists in areas adjacent to the area to be repaired.

3.7 Water: Water shall be free from oil, acid, alkali, salt, and other substances harmful to growth of grass, and shall be from a source accepted prior to use.

3.8 Solid Sod: Bermuda or Carpet Grass and shall be native to the locality of the work and shall, when placed be live, fresh, growing grass with at least two and one-half (2-1/2) 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.

4.0 INSPECTION AND TESTS

4.1 Fertilizer and Limestones: Duplicate copies of material invoices shall be furnished to the Engineer. Invoices shall show quantities and grade of fertilizer, quantity of limestone, percentages of calcium carbonate and magnesium carbonate, as applicable, and the percentages of limestone that pass the No. 40 and the No. 10 mesh sieves. Samples of each lot of fertilizer and limestone shall be furnished for testing. Upon completion of project a final check of total quantities of fertilizer and limestone used will be made against total area treated, and if minimum rates of application have not been met, additional quantities of these materials to make up minimum application specified shall be distributed.

4.2 Seed: Contractor shall furnish to the Engineer duplicate signed copies of statement(s) from vendor(s), certifying that each container of seed delivered is labeled in accordance with Federal Seed Act and is at least equal to requirements specified therein. This certification shall be obtained from vendor and shall be furnished before application.

5.0. PREPARATION OF GROUND SURFACE

5.1 General: Equipment, in good operating condition, shall be used for the proper preparation of the ground and for handling and placing all materials. Equipment shall be acceptable before work is started.

5.2 Topsoiling: Topsoil shall be obtained from job site stockpiles formed during stripping and/or excavation operations and shall be free from subsoil, clay lumps, stones, brush, grasses or weeds, excess acids or alkali, or any other material to subsequent, smooth, grading, planting, and maintenance operations.

5.3 Grading: Previously established grades shall be maintained on the areas to be treated in a true and even condition; necessary repairs shall be made to previously graded areas by means of graders or other

approved equipment.

5.4 Tillage: After the areas required to be treated have been brought to the grades shown, the soil shall be tilled to a depth of at least 4 inches by plowing, disking, harrowing, or other acceptable operations until the condition of the soil is acceptable. The work shall be performed only during period when beneficial results are likely to be obtained. When drought, excessive moisture, or other unsatisfactory conditions prevail, the work shall be stopped when directed. Undulations or irregularities in the surface shall be leveled before the next specified operation.

6.0 APPLICATION OF FERTILIZER AND LIMESTONE

6.1 Preplanting fertilization of areas to be seeded: Fertilizer shall be distributed uniformly at a rate of 800 pounds per acre over areas to be seeded and shall be mixed into the soil to a depth of at least 4 inches by disking, harrowing, or other acceptable methods. Application of fertilizer may be part of the operation specified in Section 5.4: TILLAGE of this specifications.

6.2 Liming: Immediately following or simultaneously with incorporation of fertilizer, limestone shall be distributed uniformly at a rate of 4000 pounds per acre, and shall be mixed into the soil to a depth of at least 4 inches by disking, harrowing, or other acceptable methods. Application of limestone along with fertilizer may be part of the operation specified in Section 5.4: TILLAGE of this specifications.

6.3 Leveling: Surface irregularities resulting from tillage, fertilizing, liming, or other operations shall be leveled before seeding.

6.4 Postplanting fertilization: From 40 to 60 days after seeding, ammonium nitrate or its nitrogen equivalent shall be applied uniformly at a rate of 225 pounds per acre over areas seeded. Fertilizer shall be applied when grass blades are dry to minimize burning. The planted area shall be watered to thoroughly moisten the upper 6 inches of the soil surface after the fertilizer is applied.

7.0 PLANTING SEED

7.1 General : A satisfactory method of sowing shall be employed, using approved mechanical power-drawn drills or seeders, or other approved methods. When drills are used, markers or other means shall be provided to insure that the successive seeded strips will overlap or be separated by a space no greater than 6 inches. When delays in operations extend the work beyond the most favorable planting season for species designated or when conditions are such by reason of drought, high winds, excessive moisture, or other factors that satisfactory results are not likely to be obtained, work shall be halted as directed and resumed only when conditions are favorable or when approved alternate or corrective measure and procedures have been effected. If inspection during or after seeding operations indicates that strips wider than 6 inches have been left unplanted or other areas skipped, additional seed shall be sown.

7.2 Broadcast Seeding: Seeding shall be broadcast either by hand or with acceptable seeding equipment, in combination with fertilizer, or with other acceptable sowing equipment. Seed shall be distributed uniformly over designated areas. Half of the seed shall be sown with sower moving at right angles to first sowing. Seed shall be covered to an average depth of 1/4 inches by brush harrow, spiketooth harrow, chain harrow, cultipacker, hand rake with wood tines, or other approved device. Seed shall not be broadcast during windy weather.

7.3 Drill Seeding: Drill seeding shall be accomplished with approved equipment with drills set not more than 6 inches apart. Seed shall be sown uniformly over designated areas to average depth of 1/4 inch.

7.4 Sodding: All solid sod shall be procured areas where the soil is fertile and contains a high percentage of loamy topsoil, and from areas that have been grazed or mowed sufficiently to form a dense turf. Mechanical devices, such as sod cutter, may be used for cutting the sod into strips or blocks. Care shall be exercised at all times to retain the native soil on the roots of the sod during the process of excavating, hauling and planting.

The solid sod blocks shall be transplanted within 24 hours from the time of cutting, unless they are stacked at their destination in a manner satisfactory to the Engineer. All solid sod in stacks shall be kept moist and protected from exposure to the air and sun, and from freezing. In no event shall more than two (2) days elapse between the cutting and planting of the solid sod.

Solid sod shall be planted during the period between March 1st and December 15th, unless written permission is given by the Engineer to extend the planting season. The solid sod shall be placed on the prepared surface with the edges in close contact. All cracks between blocks of solid sod shall be closed with small pieces of fresh sod, and all cracks too small for sod shall be filled by a light dressing of topsoil. The entire sodded area shall then be compacted and watered to the satisfaction of the Engineer. Rollers, hand tamps or other approved equipment may be used for compacting.

Surfaces of solid sodding which, in the opinion of the Engineer, may slide due to the height and slope of the surface or nature of the soil, shall, upon direction of the Engineer, be "pegged" with wooden pegs driven through the sod blocks into firm earth, sufficiently close to hold the sod in place.

8.0 MAINTENANCE

Seeded areas shall be maintained until all work or designated portions thereof have been completed and accepted. Tall grass and weeds that tend to impede the desired grass species shall be mowed, and any damage resulting from these operations shall be repaired at the Contractor's expense.

9.0 ESTABLISHMENT OF GROWTH

9.1 *General*: The Contractor shall be responsible for proper care of seeded areas while grass is becoming established for three (3) months after completion of treatment on the entire project, unless desired cover is established in a shorter period of time and the Owner shortens responsibility period. The Contractor shall be responsible for providing a satisfactory stand of grass. A satisfactory stand of grass is determined as a cover of living grass in which gaps larger than 12 inches square do not occur as determined by an acceptance inspection made at the end of the maintenance period. Maintenance work shall be performed at the Contractor's expense.

9.2 *Mowing*: Seeded and sodded areas shall be mowed with acceptable mowing equipment to a height of about 4 inches when average height of grass becomes about 8 inches. When amount of cut grass is heavy, grass shall be removed to prevent destruction of underlying turf. If weeds or other undesirable vegetation threatens to impede the growth of planted species, such vegetation shall be mowed, or in case of excessive growth, shall be uprooted, raked and removed from area.

9.3 *Refertilizing*: The Contractor will determine areas needing refertilization at least 15 days before application is required. Fertilization shall be distributed on designated area during periods when grass is dry. 13-13-13 grade fertilizer shall be applied uniformly at a rate of 800 pounds per acre. Fertilizer conforming to physical condition, packaging and marking as specified hereinbefore shall be provided.

9.4 *Reseeding*: The Contractor will determine areas requiring reseeding at least 15 days before period specified for reseeding. Seed specified hereinbefore shall be drilled at rates hereinbefore specified, in a manner that will cause minimum disturbance to existing stand of grass, and at an angle of not less than 15 degrees from direction of previously seeded rows.

SECTION 16000 ELECTRICAL

1.01 SCOPE:

- A. This Section of the Specifications covers all labor, equipment, supplies and materials, and all operations, including cutting, channeling and chasing necessary for the installation of any required electrical wiring in strict accordance with this Section of the Specifications, the applicable Drawings, and equipment manufacturer recommendations.

1.02 SITE CONDITIONS:

- A. The Contractor must visit the site and familiarize himself with all existing conditions prior to submitting bid. No change orders will be allowed because of the Contractor's misunderstanding as to the amount of work involved or their lack of knowledge of any condition with the work.

1.03 PERMITS AND INSPECTIONS:

- A. The Contractor shall secure and pay for all taxes, assessments, permits, and inspections required on work performed under this Section of the Specifications.
- B. Additional costs to aid the construction required by the local retail suppliers (MPC) for primary metering and modifications of overhead to underground service shall also be the responsibility of the contractor.

1.04 APPLICABLE STANDARDS AND CODES:

- A. All materials and workmanship shall comply with all applicable codes, specifications, local ordinances, industry standards, and utility company regulations. The following standards and codes form a part of this specification:
 - 1. Standard Building Code
 - 2. State, Municipal, Federal and Local Building Code
 - 3. National Electrical Code (NEC)
 - 4. National Fire Protection Association (NFPA)
 - 5. Underwriters Laboratories
 - 6. National Electrical Manufacturer's Association
 - 7. National Electrical Safety Code (ANSI-C2)

1.05 DEVIATIONS:

- A. The Drawings indicate the general arrangement of the electrical work. Details of any major departures deemed necessary by the Contractor shall be submitted to the Engineer for approval. No major departures shall be made without prior

written approval.

1.06 GUARANTEE:

- A. This Contractor shall guarantee to Owner, work performed under this Contract to be free from defects in workmanship and materials for a period of one year from date of final acceptance by the Architect and the Owner. The Contractor shall promptly resolve any defects arising during this one year period within a reasonable period without additional cost to Owner.

SECTION 16100
BASIC MATERIALS AND METHODS

1.01 GENERAL:

- A. **MATERIALS:** All electrical materials shall be new and approved by the Underwriters' Laboratories, Inc., wherever standards have been established by that agency.
- B. **STANDARD PRODUCTS:** The materials furnished under this Section of the Specifications shall be the standard products of manufacturers regularly engaged in the production of such equipment.
- C. **CIRCUITS:** Circuit grouping, conduit or cable runs, and home runs are indicated diagrammatically. Contractor shall provide proper conductors and conduits or cables to produce an operative system and comply with the MECHANICAL systems manufacturer's requirements.
- D. **HOME RUNS:** Home Runs are indicated on the Drawings but may be regrouped if Contractor desires. In any case, however, no two ungrounded conductors shall be connected to the same ungrounded lug of a breaker or switch.

1.02 WIRING METHODS:

- A. Unless otherwise specified or indicated on the drawings, wiring shall consist of insulated conductors in rigid zinc-coated steel conduit (GRC) or PVC type conduits.

1.03 CONDUIT SYSTEM:

- A. Minimum size of conduit and tubing shall be 3/4". Raceways shall be concealed within finished walls, ceilings, and floors, if possible. Raceways shall be supported with mechanical fastening devices (wire is not acceptable), at intervals not to exceed the requirements of the NEC. Conduits shall be fastened to sheet metal boxes and cabinets with two locknuts where required by the National Electrical Code, where insulating bushing are used and where bushing cannot be brought into firm contact with the box; otherwise a single locknut and bushing is acceptable. Bushings shall be of the insulating type where required by the National Electrical Code. Install heavy wall rigid galvanized steel conduit on all feeders exposed outdoors unless otherwise noted. Where flexible metallic conduit is needed use "sealtite" type in damp or wet locations and green field in dry locations. The maximum length of flexible metallic conduit to be used shall be 72".

1.04 BOXES AND FITTINGS:

- A. Each outlet in the wiring or raceway systems shall be provided with an outlet box to suit the conditions encountered. All outlet and junction boxes, conduit fittings, covers and supports shall be galvanized or sheradized steel. Junction or pull boxes as required by field conditions shall be installed. Each outlet box shall have sufficient volume to accommodate the number of conductors. See Article #370 NEC. Note: All junction boxes shall have covers installed upon completion of the job. Junction and outlet boxes located in corrosive areas of the chemical building shall be non-metallic type as indicated in the construction notes.
- B. Close all unused knockout holes and install galvanized blank covers on boxes having no fixture or device.
- C. Plates and/or covers shall be provided on all switches, convenience outlets, receptacles, control equipment outlets, computer outlets, and special purpose outlets. All surface outlets shall have galvanized jumbo type plates. Plates for corrosive areas and exterior shall be gasketed and weatherproof with nonmetallic materials.

1.05 CONDUCTORS (LOW VOLTAGE):

- A. GENERAL: All power and control wiring shall be 98% conductivity and having 600 volt insulation level. Conductors shall be stranded copper with thermoplastic insulation unless otherwise noted. Solderless pressure connectors, properly taped and wire connectors of insulating material shall be used for all splices where practicable.
- B. SIZES: Shall not be less than indicated. Branch circuit conductors shall be not smaller than No. 12 AWG. Conductors for branch circuits of 120 volts more than 100' long from panel to load center shall be No. 10 AWG. Class 1 remote-control and signal-circuit conductors shall not be less than No. 14 AWG Class 2 low-energy remote-control and signal circuit conductors shall be not less than No. 16 AWG.
- C. INSULATION: Conductors No. 8 AWG or larger shall be Type RHW or THW. Conductors smaller than No. 8 AWG shall be Type TH, THW, or THHN except that No. 16 AWG conductors for Class 2 remote-control and signal circuits may be commercial fixture wire, Type RF-2 or TF. Conductors of all sizes for temperatures in excess of 75 degrees centigrade shall be Type RHH or SA.
- D. IDENTIFICATION: Identification of branch circuits shall be of color-coding. Control circuit conductor identification shall be made of color coded insulated conductors, plastic-coated self-sticking printed markers, permanently attached stamped metal foil markers, or equivalent means as approved by the Engineer. Conductor identification shall be provided within each enclosure where at tap,

splice, or termination is made. Control circuit terminals of equipment shall be properly identified. Terminal and conductor identification shall match that shown on approved shop drawings. Hand lettering or marking is not acceptable.

1. All branch circuit wiring shall be color-coded by insulation covering as follows: Service Voltage: 480Y/277-Volts, 4-wire, 3-Phase and/or 120/240-V, 3-wire, 1-Phase:

- Phase A Black
- Phase B Red
- Phase C Blue
- Neutral White
- Ground Green

2. Switch legs - pink with traces of base phase color or other marking as approved by Engineer.
3. Travellers for 3-way Switching - Solid violet or other color as approved by the Engineer.
4. All Conductors - No. 6 and larger may have solid black insulation with use identified by banding with tape at all terminations and access points for not less than 2" along cable. Tape to be colors before described.
5. The Phases A, B and C shall be established and marked at all switch boards, aeration control panels, transfer switches, motor control centers, panelboards, etc., as follows: Front to rear; top to bottom; or left to right when facing the equipment wiring access area.

E. GROUNDING: All equipment, raceways, service neutrals, pad mounted transformers, aeration control panels, motor control centers etc., shall be grounded. Service conduits and conduits entering and leaving service switches shall be grounded with grounding type bushings complete with lugs. Bond each bushing by means of copper connections to neutral conductor and bar or lug. All equipment grounds will be bonded to a common grounding bus and then to the grounding electrode and ground rod. Ground rods shall be 3/4" X 10' - 0" copper clad sectional, solid rods. They shall be installed with top 12" below finished grade. Resistance to ground shall not exceed 25 ohms. Multiple sections may be required to meet this resistance. Provide a separate equipment grounding conductor in each branch circuit. Equipment grounding conductor shall have a green colored insulation and shall be sized in accordance with Table 250-95 of the NEC. The grounding electrode conductor shall be sized in accordance with Table 250-94 of the NEC.

F. INSTALLATION: An approved lubricant non-injurious to the conductor insulation shall be used where necessary for pulling conductors into raceways.

1.06 DEVICES:

- A. Furnish and install all wiring devices as indicated on the Drawings and as required for a complete electrical system.
- B. WALL SWITCHES: Switches shall be of specification grade, totally enclosed tumbler type with bodies constructed of phenolic compound. Wiring terminals shall be of screw or solderless pressure type having a suitable conductor-release arrangement. Switches shall be rated 20 amp, 125-277 volts, for use on alternating current only unless otherwise indicated. Exterior switches and switches in corrosive areas will be enclosed in a weatherproof nonmetallic enclosure.
- C. RECEPTACLES: All duplex receptacles shall be provided with third grounded pole and shall be of specification grade. Receptacles shall be capable of receiving a two-wire parallel-bladed cap or three-pole cap. The third pole shall be connected to the metal mounting yoke. Receptacles shall be rated 20 amperes, 125 volts. Special purpose receptacles shall be located as indicated on drawings. Each shall be of top specification grade, of proper NEMA configuration for equipment, served, and equipped with proper cap completely installed.
- D. DEVICE PLATES: Plates shall be provided for all outlets and fittings to suit the devices installed. Plates will be 302 stainless steel jumbo type. Screws shall be of metal with counter-sunk heads. Plates shall be installed with all four edges in continuous contact with finished wall surfaces without the use of mats or similar devices. Plaster fillings will not be permitted. Plates shall be installed with an alignment tolerance of 1/16". The use of section-type device plates will not be permitted. Plates installed in wet and corrosive locations shall be gasketed and nonmetallic type. Plates used on exterior boxes shall be nonmetallic type having round or beveled edges.

1.07 DEVICE LOCATIONS:

- A. OUTLET LOCATION: The approximate location of all outlets is indicated on the Drawings as diagrammatic only. The exact location of all outlets shall be determined by the Engineer and outlets may be moved before rough-in to a distance of 10 feet from the position indicated without extra charge by the Contractor. Unless otherwise shown or directed, the outlet boxes shall be located with centerlines at elevations above the finished floor line or below ceiling lines as follows.
 - 1. General Lighting Switches - 48"
 - 2. Wall and Convenience Outlets - 18" from floor
 - 3. Safety Switches (Max. to Handle) - 72"

4. Panelboards and Motor Control Centers (Max. to Top Breaker/Switch)-72"

1.08 EQUIPMENT SUPPORTS:

- A. The Contractor shall furnish and install all necessary supports for properly mounting all electrical equipment and raceways. Such supports shall be fabricated and installed in a neat and workmanlike manner, and care shall be taken so that at no time shall any portion of the building structure be overloaded nor weakened in any manner. All structural steel furnished shall be standard shapes and sizes and shall be free from rust and/or scale and shall have one shop coat of lead and oil paint thereon when delivered to the job site. All interior steel shall be firmly and rigidly welded or bolted in place. The Contractor may use prefabricated structural systems manufactured by Kindrof Company, Unistrut Products Company, or Powerstrut, Inc., for the support of raceways and/or equipment. The Contractor shall be fully responsible for the proper sizing and assembling of such systems, if used to adequately and rigidly support raceways and/or equipment mounted thereon.
- B. It shall be the responsibility of the Contractor to select bolts of adequate strength for the service required. Lock washers shall be installed under all nuts that bear on metal. Fastenings for securing conduit runs, boxes, light apparatus, etc., shall be bolts, beam clamps, or velocity driven studs on steel work; lag bolts with expansion shields, velocity driven studs, or inserts on concrete; toggle bolts on hollow tile or concrete block. Holes for lead expansion shields shall be drilled in solid brick or concrete and, where necessary, holes around same shall be neatly cemented after bolts are in place.

1.09 MOTOR CONNECTIONS:

- A. All motors shall be connected to the conduit system by means of a short section (18" minimum) of flexible sealtight and weatherproof conduit unless otherwise noted. For motor connections, the Contractor shall furnish and install the grounding conductor inside the flexible section. Terminate the ground conductor by means of a solderless lug and a bolt through a hole to be drilled in the sidewall of the conduit. Risers from feeders on ceiling to individual motors on/or close to floor shall be firmly fastened at lower end and controls or protective apparatus shall be as shown on Plans. If not shown on Plans, conductor shall be as recommended by the manufacturer of the apparatus or as required by the NEC.

1.10 LABELING, PAINTING, AND CLEANING:

- A. Provide permanent engraved plastic nameplates, white letters on black field, permanently attached to equipment as follows:
 - 1. Motor Control Center (MCC), Each Main Feeder, Name of Equipment/ Load, Sub-Panel LP

2. Tank Control Panels and Automatic-Transfer Switch Panel
 3. Safety Switch-Name of Equipment
- B. Provide a complete typewritten directory under transparent plastic cover inside of each panel door.
 - C. Provide cover plate with resetting instructions on each thermal trip switch.
 - D. Leave all electrical equipment, including fixtures, free of dust, plaster, paint spots, etc.

1.11 INSPECTION AND TESTS:

- A. The complete job will be, during and/or after construction, subject to supervision of the Engineer. Inspections shall be conducted by the Engineer or his designated representative to maintain compliance with the contract requirements.
- B. Prior to acceptance by the Owner/Engineer, the Contractor shall conduct and record insulation tests of all feeder and motor branch circuits. The insulation testing shall be accomplished utilizing a meg-ohm meter and complying with minimum requirements of the NEC. Verification of test results shall be witnessed by the Engineer or his designated representative.

END OF SECTION

SECTION 16200 RACEWAYS

PART 1 - GENERAL

1.01 DESCRIPTION:

- A. Raceways indicated on Drawings and specified herein shall be complete in all respects including all necessary and incidental fittings, hangers and appurtenances required for a complete installation.
- B. Minimum size of raceways shall be 3/4" unless otherwise noted.

PART 2 - PRODUCTS

2.01 RIGID CONDUIT:

- A. Hot-dipped galvanized rigid steel conduit (GRC) in all sizes may be used throughout project without regard to location or application. Any portion of a raceway using galvanized rigid conduit shall not be joined with IMC, EMT, or PVC. Refer to Article 346 NEC for further restrictions.
- B. Conduit shall be galvanized on interior and where embedded in concrete or earth apply two coats asphaltum.

2.02 INTERMEDIATE METALLIC CONDUIT:

- A. Intermediate metallic conduit (IMC) in all sizes may be used throughout project without regard to location or application, except that IMC shall not be used below grade, and shall not be cast in concrete. Refer to Article 345 NEC for further restrictions.
- B. Electrical metallic tubing (EMT) may be used in all indoor applications in dry locations and shall not be embedded in concrete, earth or run exposed in wet locations.

2.03 FLEXIBLE METALLIC CONDUIT:

- A. In damp or wet locations, flexible metallic conduit shall be of the "sealtite" type and shall be UL approved installed with proper connectors to fit the condition encountered.
- B. In dry locations, flexible galvanized conduit (greenfield) shall be installed. Do not use "BX" in any location.

- C. Flexible conduit lengths shall not exceed 60 inches for motor connections and/or recessed lighting unless otherwise specified.

2.04 NON-METALLIC RACEWAYS

- A. Where specifically noted and/or indicated on the drawings and construction notes, wiring shall be installed in PVC conduit specifically in the chemical rooms, corrosive areas, and aeration stations. PVC conduit shall be schedule 40/80 with all exposed conduit requiring SCHD 80 PVC.
- B. Where used for service conductors and feeder circuits to mechanical equipment, conduits shall be concrete encased with a minimum of 3" coverage on all sides.
- C. All 45 degree or greater turns shall be large radius type where conductors are underground.

PART 3 - EXECUTION

3.01 LAYOUT:

- A. Plans are diagrammatic and judgement shall be exercised to install electrical work in a practical manner to function properly and to fit building construction and finish. Items not shown or specified which are required to produce a complete, operative and finished system shall be provided.
- B. Cooperate with others in laying out work so that this phase of the work will properly fit the building and other Contractors requirements. Exact location of various outlets shall be determined from dimensions on general construction drawings or as may be determined on the job. Do not scale drawings for exact location of any outlet. Locations and characteristics of equipment furnished under other sections of the contract shall be determined from other Contractor's shop drawings or layouts prior to locating outlets.
- C. The right is reserved to change the location of any outlet improperly installed to fit equipment or finish and to change the exact location of any outlet before initial installation. Unless otherwise shown or directed, the outlet boxes shall be located with centerlines at elevations above finish floor lines or below ceiling lines.
- D. Raceways exposed to view will be run perpendicular or paralleled to the planes of the building structure. Where concealed in or below grade construction, raceways will take the most direct route between exit points. Where concealed above finished ceilings and in attic voids conduits may take the most direct route between points of connection. Raceways exposed on the building exterior shall be painted to match the exterior color.

3.02 INSTALLATION:

- A. Where several conduits are run together, they shall be neatly paralleled with concentric and true radii. All bends shall be true and even without kinks or flats. Seal the exposed ends of conduits during construction to prevent the entry of foreign materials. Clean and dry all conduits before installing conductors.
- B. All empty conduits shall have a nylon pull cord (not nylon jet line) installed. This pull cord shall be free from knots and splices from box to box. Provide labeled tags on the pull cord to identify the location of each end.
- C. Raceway systems shall be concealed in new construction wherever practical, and in all instances in above ceiling.
- D. Conduits shall terminate with bushings of solid insulating plastic material utilizing two lock nuts where lock nuts are permitted. Where lock nuts are not permitted, conduit shall terminate with threaded hub connections equal to "Scru-tite". If it is not possible to install two lock nuts, then OZ Type B or equal insulated bushings shall be utilized with one lock nut.
- E. EMT crimp type connectors shall be installed with two opposing operations of the crimping tool to assure electrical continuity.
- F. Where conduits are stubbed up from the floor or slab and are not mechanically bonded to the terminal enclosure, then OZ type BL or equal insulated grounded bushings shall be utilized and grounded as specified hereinafter. Threads on steel conduit shall be protected with approved corrosion resistant conductive compound.
- G. At all connections to equipment, unions, or flanges shall be utilized to facilitate maintenance, repair, or replacement. Flexible connection shall be utilized as specified hereinafter.
- H. Where raceway systems join equipment of dissimilar metals, they shall be made with fittings specially approved for the application.
- I. Conduits installed in earth shall be buried a minimum of 24" to top below grade.

3.03 FLEXIBLE CONDUIT INSTALLATION:

- A. Flexible conduit shall be used for all equipment connections where the equipment is on a sliding or adjustable base or where mounted on vibration isolators.
- B. When flexible connections are utilized separate grounding conductors shall be installed within the raceway or a separate bonding conductor shall be external in accordance with Article 250 NEC - Grounding.

- C. Use not to exceed five (5) feet of flexible metal conduit for connections to motors and/or recessed light fixtures unless otherwise specified herein.
- D. Flexible connections subject to moisture under normal conditions or where specifically indicated or noted shall be liquid tight with proper liquid tight fittings.

3.04 NON-METALLIC RACEWAYS

- A. All PVC joints shall be made using approved solvent cement.
- B. PVC box connectors shall be used with non-metallic outlet and junction boxes.
- C. PVC conduit shall not be stored or have been stored in direct sunlight.

END OF SECTION

SECTION 16600
ELECTRICAL SERVICE

1.01 GENERAL:

- A. The Three-Phase Primary Electrical (12.47 KV) service for this facility shall be supplied from the owner's existing electrical system. Coordinate requirements with OWNER for extension of the 480-volt, 3-phase secondary service system as well as for any power interruptions required.
- B. The electrical contractor will be required to include in his bid the costs for any contribution to aid construction required by the OWNER for secondary distribution system, and provisions of underground secondary services.

1.02 VOLTAGE:

- A. Secondary voltage systems are 480Y/277 Volt, 4-Wire, 3-Phase and may be transformed to 120/240-Volt with dry type transformers as required.

END OF SECTION

SECTION 02210
EXCAVATION, TRENCHING AND BACKFILLING

PART I - GENERAL

1.01 SCOPE

- A. The Work under this Section consists of furnishing materials, labor, equipment, and services necessary for the excavation trenching, and backfilling required for exterior light fixture standard foundations and underground electric supply lines to the building and lighting standards on this Project.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 02630 - Landscaping
- B. Section 16000 - Electrical Provisions

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION

3.01 LOCATION OF LIGHTING STANDARDS

- A. Prior to excavation for exterior fixture standards, CONTRACTOR shall stake all standards locations and the ENGINEER shall approve these locations prior to construction. Stake all locations and give ENGINEER 48 hours notice for inspection. The ENGINEER shall have the authority to move any standard location up to ten (10) feet prior to excavation at no additional cost to the OWNER. Standard locations may have to be moved to avoid existing storm drain lines in the areas.
- B. Underground electrical services shall be coordinate with the local retail supplier of electricity, communications, TV Cable and other utilities involved.

3.03 EXCAVATION

- A. CONTRACTOR is to coordinate and cooperate with the OWNER in locating all subsurface equipment and facilities. CONTRACTOR shall be responsible for locating and exposing all existing underground structures, utilities and underground obstructions that may interfere with locating lighting standards, poles, conduits and services. All subsurface equipment and facilities shall be located and exposed prior to performing any digging and/or trenching. CONTRACTOR at his sole cost and expense, will be responsible for repairing and/or replacing any damaged equipment and/or facilities caused by excavating.
- B. All excavation of every description and of whatever substances encountered shall be

performed to the depths indicated or as otherwise specified. During excavation material suitable for backfilling shall be piled in an orderly manner a sufficient distance from the banks of the trench to avoid over-loading and to prevent slides or cave-ins. All excavated materials not required or suitable for back-fill shall be removed and disposed of off site at the CONTRACTOR's expense. Grading shall be done as necessary to prevent surface water from flowing into trenches or other excavations, and any water accumulating therein shall be removed by pumping or by other approved methods. Sheet piling and shoring shall be done as necessary for the protection of the work and for the safety of personnel. Excavation shall comprise all materials encountered, including rock and filled-in material of whatever nature is involved.

- C. The conduits shall be laid and maintained to lines and grades established by the plans and specifications with fittings and foundations at the required locations unless otherwise approved by the ENGINEER.
- D. Prior to excavation investigation shall be made to the extent necessary to determine the location of existing underground utilities, structures and conduits. CONTRACTOR shall exercise care during excavation to avoid damage to existing utilities and structures.
- E. When obstructions that are not shown on the plans are encountered during the progress of work and interfere so that an alteration of the plans is required the ENGINEER will alter the plans or order a deviation in line and grade or arrange for removal, relocation or reconstruction of the obstructions.
- F. When crossing existing pipelines or other structures, alignment and grade shall be adjusted as necessary, with the approval of the ENGINEER, to provide clearances as required by federal, state, or local regulations or as deemed necessary by the ENGINEER to prevent future damage or contamination of either structure.

3.03 TRENCHING - GENERAL

- A. The trench shall be excavated to the required alignment, depth and width and in conformance with all federal, state, and local regulations for the protection of the workmen.
- B. No excavation for the installation of conduit will be commenced which cannot be completed and back-filled within 24 hours.
- C. Discharge from any trench de-watering pumps shall be conducted to natural drainage channels, storm sewers, or an approved reservoir.
- D. Excavated material shall be placed in a manner that will not obstruct sidewalks, driveways, or other structures and shall be done in compliance with federal, state, or local regulations.
- E. Removal of pavement and road surfaces shall be a part of the trench excavation and the

amount removed shall depend upon the width of trench required for the installation of conduits. The dimensions of pavement removed shall not exceed the dimensions of the opening required for installation of conduits by more than 6 inches in any direction unless required or approved by the OWNER. Cut pavement edges shall be sawn to ensure breakage of pavement along straight lines. There is nothing in these Specifications that precludes punching or boring of conduit under streets, sidewalks, parking lots, or other paved areas as long as minimum cover requirements are met

- F. The width of the trench at the top of the conduit shall be that of the single-pass capabilities of normally available excavating equipment and ample to permit the conduit to be installed properly and allow the back-fill to be placed as specified. Trenches shall be of extra width, when required, to permit the placement of timber supports, sheeting, bracing, and appurtenances.
- G. When excavation of rock is encountered, all rock shall be removed to provide a clearance of at least 9 inches below and on each side of all conduits. When excavation is completed, a bed of sand, crushed stone, or earth that is free from stones, large clods, or frozen earth shall be placed on the bottom of the trench to the previously mentioned depths, leveled, and tamped. These clearances and bedding procedures shall also be observed for pieces of concrete or masonry and other debris or subterranean structures, such as masonry walls, piers, or foundations that may be encountered during excavation. This installation procedure shall be followed when gravel formations containing loose boulders greater than 8 inches in diameter are encountered. In all cases, the specified clearances shall be maintained between the bottom of all conduit and appurtenances and any part, projection, or point of rock, boulder, or stones of sufficient size and placement that may cause a fulcrum.
- H. Should the trench pass over a sewer or other previous excavation, the trench bottom shall be sufficiently compacted to provide support equal to that of the native soil or conform to other regulatory requirements in a manner that will prevent damage to the existing installation.
- I. Blasting for excavation shall be permitted only after securing the approval of the OWNER who will establish the hours of blasting. The blasting procedure, including protection of persons and property, shall be in strict accordance with federal, state, and local regulations.
- J. Trees, shrubs, fences, and all other property and surface structures shall be protected during construction unless their removal is shown in the plans and specifications or approved by the OWNER. Any cutting of tree roots or branches shall be done only as approved by the OWNER.
- K. The CONTRACTOR shall furnish temporary support, adequate protection, and maintenance of all underground and surface structures, drains, sewers, and other obstructions encountered in the progress of the work. All properties that have been disturbed shall be replaced and/or restored as nearly as practical to their original

condition.

- L. When the sub-grade is found to be unstable or to include ashes, cinders, refuse, organic material, or other unsuitable material, such material shall be removed, to a minimum of at least 12 inches, or to the depth ordered by the ENGINEER and replaced under the directions of the ENGINEER with clean stable back-fill material.
- M. When the bottom of the trench or the sub-grade is found to consist of material that is unstable to such a degree that, in the judgment of the ENGINEER it cannot be removed, a foundation for the conduit and or appurtenance shall be constructed using piling, timber, concrete, or other materials at the direction of the ENGINEER. Appropriate traffic control devices shall be provided in accordance with federal, state, or local regulations to regulate, warn, and guide traffic at the work site.

3.04 BACKFILLING - GENERAL

- A. The trenches shall not be back-filled until the conduit as installed conforms to the requirements specified. Backfilling prior to approval of the ENGINEER or the OWNER is prohibited. Where, in the opinion of the ENGINEER damage is likely to result from withdrawing sheeting, the sheeting shall be left in place. Except as otherwise specified for special conditions of over-depths, trenches shall be back-filled to the ground surface with material that is suitable for the compaction specified hereinafter. Trenches improperly back-filled shall be reopened at the CONTRACTOR'S expense to the depth required for Proper compaction then refilled and compacted as specified, or the condition shall be otherwise corrected as approved.
- B. All buried conduits and or underground electrical cables shall have a red Polyethylene "Caution Electrical Cable Buried Below" warning tape buried between the conduits and electrical cables and the surface of the ground providing a defense and warning against accidental dig-ins. APWA color guidelines shall be used for electrical power-lines. Tape shall be made of low density polyethylene and highly stretchable Tape shall be placed approximately 12 inches above conduits and or power cable nearest the surface of the ground.
- C. In the lower portion of the trench back-fill material shall be deposited in 6 inch maximum thickness layers and compacted with suitable tampers to the density of the adjacent soil or graded as hereinafter specified until there is a cover of not less than 6 inches over the conduit. The back-fill material in this portion of the trench shall consist of a selected material at a moisture content that will facilitate compaction, free from stones larger than 3 inches in any dimension and hard clods and frozen conglomerates larger than 6 inches in any dimension, except that where the pipe is coated or wrapped for protection against corrosion the back-fill material shall be free from stones larger than 1 inch in any dimension. If any portion of the cover in the lower portion of the trench is in the depth of special compaction and materials requirements under pavement, the special requirements shall control. Special care shall be taken not to damage the coating or wrapping of conduits.

- D. Except for special materials for pavements, turf or seeded areas, and sidewalks the remainder of the trench shall be back-filled with material that is free of stones larger than 6 inches or $\frac{1}{2}$ the layered thickness, whichever is smaller, in any dimension. Backfill material shall be deposited in layers not exceeding 12 inches, and each layer shall be compacted to the minimum density specified as applicable to the particular area. Degree of compaction shall be 90 percent.
- E. Unpaved surfaces disturbed during the installation of conduits shall be restored to their original elevation and condition. Topsoil shall be preserved carefully and replaced after the back-filling is completed. Refer to Section 02630, Landscaping, for seeding and fertilizing requirements.
- F. The CONTRACTOR shall patch pavement, sidewalks, curbs, and gutters where existing surfaces are removed for construction. Graded aggregate base course shall have a maximum aggregate size of $\frac{1}{2}$ inches. Base course shall be primed with a compatible tack coat prior to paving. Thickness of base course shall match existing but shall be at least 6 inches. Asphalt concrete shall be hot plant mixed and hot laid. Maximum aggregate size shall be $\frac{1}{2}$ inch and pavement thickness shall match existing thickness, but shall be at least 2 inches. Portland cement concrete pavement, sidewalks, curbs, and gutters, shall be repaired using 3,000 PSI concrete. Pavement thickness shall match existing thickness but shall be at least 6 inches. Sidewalk thickness and curb and gutter cross-sections shall match the existing.
- G. Under paved areas or other areas indicated by the plans, back-fill trenches from 12 inches above the pipe to pavement base course in six-inch layers to 95 percent of maximum density as determined by AASHTO T180.
- H. Under turf or seeded areas and sidewalks, back-fill trenches from 6 inches above the pipe to finished grade in 12 inch layers to 95 percent of maximum density as determined by AASHTO T180.

END OF SECTION

ADVERTISEMENT FOR BIDS

NOTICE is hereby given that the City Clerk of the City of Hattiesburg, Mississippi, will receive sealed bids until **10:00 am, on January 10, 2013** in the City Clerk's Office at the City Hall of said City for furnishing the City's requirements for the following:

**1500 GPM WATER WELL AT WATER PLANT #2
WATER WELL #3
CITY OF HATTIESBURG, MISSISSIPPI
KCDBG Project No.: R-110-205-02-62**

Plans, Specifications and proposal forms may be obtained from Shows, Dearman & Waits, Inc., P.O. Box 1711, 301 Second Avenue, Hattiesburg, Mississippi, 39401, upon deposit of \$100.00, non-refundable. All bids must be accompanied by bid security equal to 5% of the amount of the bid, in the form of a certified check, cashiers check or a bid bond written by a company properly licensed in Mississippi.

This project is funded in part by Community Development Block Grant funds provided by the Mississippi Development Authority, Disaster Recovery Division from the U.S. Department of Housing and Urban Development. All local, state, and federal special conditions will apply.

Section 3 of the Housing and Urban Development Act of 1968 requires that the County and contractors participating in CDBG projects give opportunities for job training and employment to lower income residents of the Section 3 area that is described as the County of Forrest and County of Lamar, State of Mississippi. Section 3 also requires that "to the maximum extent feasible" contracts for work in connection with Section 3 covered projects be awarded to business concerns that are located in or owned in substantial part by persons residing in the Section 3 area.

The successful bidder will be required to furnish a Contract Bond written by a company licensed in Mississippi. The bond will be in the amount equal to 100% of the contract amount.

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

**1500 GPM WATER WELL AT WATER PLANT #2
Water Well #3
CITY OF HATTIESBURG, MISSISSIPPI
KCDBG Project No.: R-110-205-02-GZ**

BID OPENING TIME: 10:00 A.M.
DATE OF BID OPENING: January 10, 2013

No bid may be withdrawn for a period of 60 days. The Owner reserves the right to reject any or all bids received and to waive informalities.

PUBLISHED by Order of the Council on the **4th day of December A.D., 2012.**

CITY OF HATTIESBURG

BY: _____
Eddie Myers, City Clerk

PUBLISH: 12/07/12
12/14/12

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CITY OF HATTIESBURG

BY: _____

Eddie Myers, City Clerk

PUBLISH: 12/07/12

12/14/12



City of Hattiesburg, MS

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

Master

File Number: 2012-1367

File ID: 2012-1367

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 11/26/2012

Brief Title: Jackie Dole Sherrill Community Center Auditorium
Floor Renovation Authorization for Bid

Final Action:

Minute Book Number: MB2012-1/413

Title:

Approve Specifications for Jackie Dole Sherrill Community Center
Auditorium Floor Renovation, and Authorize Advertisement for Bid for
Same

Notes:

Sponsors:

Enactment Date:

Attachments: Jackie Dole Auditorium Flooring Specifications 1,
Jackie Dole Auditorium Flooring Drawings 1

Enactment Number:

Contact:

Meeting Date: 12/04/2012

Drafter: Ann Jones

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	12/04/2012					

Text of Legislative File 2012-1367

Title

Approve Specifications for Jackie Dole Sherrill Community Center Auditorium Floor
Renovation, and Authorize Advertisement for Bid for Same

Summary

Authorization for Advertisement

Budget Information

077650.7150.19

Expenditure Type

Budgeted Item

Purchasing Item

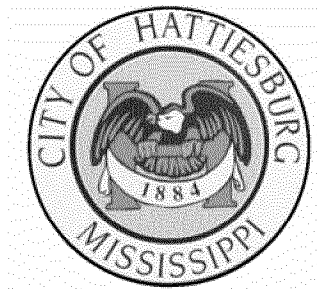
Sealed Bid

Publication Information

December 5, 2012

December 12, 2012

*CONTRACT DOCUMENTS AND TECHNICAL
SPECIFICATIONS*
FOR
**AUDITORIUM FLOOR RENOVATION
JACKIE DOLE SHERRILL
COMMUNITY CENTER**
FOR THE
**CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI
FORREST COUNTY**



NOVEMBER 2012

PREPARED BY



CONTENTS

Bidders Information and Bid Forms

Advertisement for Bids	00030-1
Instructions to Bidders	00100-1
Bidder's Proposal	00300-1
Supplement to Bidder's Proposal.....	00350-1
Contract Forms.....	00500-1

Project Manual

EJCDC	00700-1
Supplementary Conditions.....	00800-1
Wage Determination – Forrest Co., Mississippi	

Technical Specifications

Division 01 – General Requirements

01010 Summary of Work	01010-1
01025 Measurement and Payment	01025-1
01026 Schedule of Values	01026-1
01027 Applications for Payment	01027-1
01041 Project Coordination.....	01041-1
01200 Project Meetings	01200-1
01340 Shop Drawings, Project Data, and Samples.....	01340-1
01600 Material and Equipment.....	01600-1
01630 Substitutions	01630-1
01710 Cleaning	01710-1
01720 Project Record Documents	01720-1
01740 Warranties and Bonds.....	01740-1

Division 06 – Wood and Plastics

06100 Rough Carpentry	06100-1
06200 Finish Carpentry	06200-1

Division 09 – Finishes

09550 Wood Flooring.....	09550-1
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ADVERTISEMENT FOR BIDS
AUDITORIUM FLOOR RENOVATION
JACKIE DOLE SHERRILL COMMUNITY CENTER
CITY OF HATTIESBURG, MISSISSIPPI

Sealed bids will be received by the City of Hattiesburg, at the City Clerk's office, Mississippi, hereafter referred to as Owner, located at 200 Forrest Street, Hattiesburg, Mississippi, 39401, until 10:00 A.M., Local Time, Thursday, January 10, 2013 for supplying all labor, equipment, and materials necessary for the construction of the above referenced project. Work consists of removing and replacing approximately 5300 square feet of wood flooring and repairing associated floor framing at the Jackie Dole Sherrill Community Center Auditorium.

The above general outline of the work does not in any way limit the responsibility of the Contractor to perform all work and furnish all labor, equipment and materials required by the specifications and the drawings referred to therein.

The Contract Time shall be from March 27, 2013 to June 1, 2013 and confirmed in the Notice to Proceed. Liquidated damages will be assessed in the amount of **five hundred dollars (\$500.00) per day** for each consecutive calendar day beyond the specified contract time.

Bidder must be qualified under Mississippi Law and show current Certificate of Responsibility issued by the Mississippi State Board of Public Contractors establishing his/her classification as to the value and type of construction on which he/she is authorized to bid.

Each Bidder shall write his/her Certificate of Responsibility Number on the outside of the sealed envelope containing his proposal.

Proposals shall be submitted in duplicate, sealed and deposited with the Owner prior to the hour and date designated herein. No bidder may withdraw his/her bid within 90 days after the actual date of the opening thereof.

Each Bidder must submit with his/her proposal a separate attachment stating his qualifications to perform the work. The Statement of Qualifications shall list past projects of similar size and nature, a list of references with name and telephone number, a list of key personnel who will perform the work, and other information supporting the bidder's qualifications.

Awarding public contracts to non-resident Bidders will be on the same basis as the non-resident bidder's state awards contracts to Mississippi Contractors bidding under similar circumstances. In order to ensure that Mississippi's so-called Golden Rule is followed state law requires a non-resident bidder is to attach to his bid a copy of his resident state's current laws pertaining to such state's treatment of non-resident contractors.

Each Bidder must deposit with his proposal, a Bid Bond or Certified Check in an amount equal to five percent of his/her bid, payable to the Owner, as bid security. Bidders shall also submit a current financial statement, if requested, by the Owner. The successful bidder will be required to furnish a Payment Bond and Performance Bond each in the amount of 100 percent of the contract amount.

Copies of the Instructions to Bidders, Bid Forms, Contract Drawings and Contract Specifications may be procured at the office of Neel-Schaffer, Inc. located at:

704 Hardy St., Hattiesburg, Mississippi 39401

Such documents may be obtained between the hours of 8:00 A.M. and 5:00 P.M., Local Time, Monday through Friday, upon payment of \$75.00 for each set, which will not be refunded. Checks are to be made payable to Neel-Schaffer, Inc.

The Owner hereby notifies all Bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged and women's business enterprises will be afforded the full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The Engineer is Neel-Schaffer, Inc., 125 S. Congress St., Ste. 1100, Jackson, Mississippi 39201; Phone No. (601) 948-3071, Fax No. (601)-948-3178.

The Owner reserves the right to reject any and all bids and to waive any informalities or irregularities therein.

BY: _____
Eddie Myers, City Clerk
City of Hattiesburg, Mississippi

DATES OF PUBLICATION:

December 5, 2012
December 12, 2012

INSTRUCTIONS TO BIDDERS

AUDITORIUM FLOOR RENOVATION JACKIE DOLE SHERRILL COMMUNITY CENTER

CITY OF HATTIESBURG, MISSISSIPPI

CONTENTS

1.	Coordination of Specifications	00100-2
2.	Date and Place of Opening of Proposals.....	00100-2
3.	Form for Proposals.....	00100-2
4.	Prequalification	00100-3
5.	Certificate of Responsibility	00100-3
6.	Annual License to Bid	00100-3
7.	Charges for Proposals, Plans and Specifications	00100-3
8.	Omissions and Discrepancies.....	00100-3
9.	Addenda	00100-4
10.	Interpretations	00100-4
11.	Bid Security	00100-4
12.	General Information.....	00100-4
13.	Rejection of Proposal.....	00100-5
14.	Conditions of Work	00100-5
15.	Security for Faithful Performance	00100-5
16.	Insurance	00100-5
17.	Subcontractors	00100-5
18.	Method of Award – Lowest Responsive Bidder	00100-6
19.	Obligation of Bidder	00100-6
20.	Subsurface Data	00100-6
21.	Execution of Contract	00100-6
22.	Interchangeable Terms	00100-6
23.	Qualifications of Bidder, Owner's Rights	00100-7
24.	Materials and Equipment	00100-7
25.	Non-Resident Bidders.....	00100-7
26.	Storm Water Discharge Associated with Construction Activity.....	00100-7

1. COORDINATION OF SPECIFICATIONS

Work under this Contract shall be performed in accordance with the Contract Documents, which includes General Conditions, Supplementary Conditions and Technical Specifications contained therein, except where superseded by special provisions contained herein.

2. DATE AND PLACE OF OPENING OF PROPOSALS

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

The Owner reserves the right to postpone the date for presentation and opening of Proposals and will give notice of any such postponement to each known prospective Bidder.

3. FORM FOR PROPOSALS

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

City Clerk
City of Hattiesburg
200 Forrest Street
Hattiesburg, Mississippi 39401

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

**SEALED BID FOR: AUDITORIUM FLOOR RENOVATION
JACKIE DOLE SHERRILL COMMUNITY CENTER
CITY OF HATTIESBURG, MISSISSIPPI**

**BY _____
(BIDDER'S NAME)**

CERTIFICATE OF RESPONSIBILITY NO. _____

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

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

4. PREQUALIFICATION

Contractors desiring to bid on proposed construction contracts who have not been prequalified by the Owner, shall file with the Owner a current financial statement showing assets and liabilities as a prerequisite to entering into contracts with the Owner. If prequalification is required, the appropriate submittal information will be requested from bidders during the bid evaluation performed by the Engineer and Owner after receipt of Proposals.

All Bidders must be in good standing with the Owner. Good standing includes, among other things: (a) whether Bidder is currently delinquent on the completion of work or punchlist items under another Owner contract for which it was a successful bidder; (b) whether Bidder is currently in default under another Owner contract for which it was a successful bidder; and (c) whether Bidder has failed to fulfill provisions of another Owner contract for which it was a successful bidder, during the past two years.

5. CERTIFICATE OF RESPONSIBILITY

Prior to filing Bids on Owner projects (in excess of \$50,000), the prospective Bidder must obtain a Certificate of Responsibility from the Mississippi State Board of Public Contractors, establishing his/her classification as to the value and the type of construction on which he/she is authorized to bid. Application must be submitted to the Board at least 30 days prior to a regular Board meeting scheduled every Quarter on the first Tuesday of January, April, July and October.

6. ANNUAL LICENSE TO BID (Not Used)

7. CHARGES FOR PROPOSALS, PLANS AND SPECIFICATIONS

Prospective Bidders may obtain Proposal forms including one copy of Contract Documents upon payment of the amount of money stipulated in the "Advertisement for Bids."

No refunds will be made for return of Plans or Specifications.

If a contract award is made, the successful Bidder will be furnished (free of charge) two additional sets of the Plans and Specifications.

In the event all Bids are rejected and the Project is re-advertised, the original Bidders shall **NOT** be entitled to free Bidders Proposal forms for the subsequent letting.

8. OMISSIONS AND DISCREPANCIES

Should a Bidder find discrepancies, errors or omissions in the Drawings or Specifications, or should he be in doubt as to the correctness of the Plan details, dimensions and layout, he should immediately notify the Engineer in order to permit checking and any necessary revisions or modifications.

9. ADDENDA

Prior to the date set for opening of Bids, the right is reserved, in the interests of the Owner, as it may require, to revise or amend the Contract Documents. Such revisions, if any, will be announced by an Addendum or Addenda, and copies of such Addenda will be furnished to all prospective Bidders who have purchased Plans and Specifications for acknowledgment by return fax. If the revisions and Addenda are of a nature which require material changes in quantities or prices Bid, or both, the date set for opening Bids may be postponed to enable Bidders to revise their Bids. In such case, the Addendum or Addenda will include an announcement of the new date for opening Bids.

10. INTERPRETATIONS

No oral interpretation made to any Bidder as to the meaning of the Contract Documents shall be considered an effective modification of any of the provisions of the Contract Documents. In order to ensure appropriate and concise responses, and avoid any misinterpretations, no verbal questions will be received. Written requests for interpretation of the Plans and Specifications shall be submitted to the Engineer at least 10 days prior to opening of Proposals so that a formal decision can be given in writing to all known prospective Bidders in the form of an Addendum. The Contract Documents contain the provisions required for the construction of the Project. Information obtained from any source other than thru an Addendum shall not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the Contract.

11. BID SECURITY

All Bids shall be accompanied by a Bid Security in the form of a Certified Check upon a national or state bank or a Bid Bond made by a bonding company registered in the State of Mississippi, drawn and made payable to the Owner in an amount equal to five percent of the Bid. The Certified Check or Bid Bond must be enclosed in the same envelope with the Bid. Except as noted below, the Bid Security of all known unsuccessful Bidders will be returned promptly after a Notice of Award has been sent to the successful Bidder or in the event that all Bids are rejected.

The Bid Security of the next two lowest qualified Bidders will be retained until the Contract has been executed with the lowest qualified Bidder. The Bid Security of the successful Bidder will be returned when satisfactory Performance and Payment Bonds have been furnished and approved and the Contract executed.

12. GENERAL INFORMATION

Bidders shall inform themselves and comply with all pertinent Owner regulations and ordinances, State and Federal laws, licenses and tax liabilities which may in any manner affect their Bids and the prosecution of the work. The successful Bidder will be responsible for obtaining all building, plumbing, and electrical permits required by the local city government. Special attention is directed to the rules and regulations published by the Mississippi State Tax Commission outlining certain taxes imposed on Contractors by the state of Mississippi.

13. REJECTION OF PROPOSAL

Proposals may be rejected in the case of any omission, alterations of forms, additions or conditions not called for, unauthorized alternate Bids, incomplete Bids, erasures or irregularities of any kind. Bids received conditioning their consideration or rejection upon Bids for the other work submitted by the same Bidder may be classed as irregular, unless the Contract Documents specifically invite or permit conditional or combination Bids. Bids in which the prices obviously are unbalanced may be rejected.

14. CONDITIONS OF WORK

Each Bidder must inform himself fully of the conditions relating to the construction of the Project and the employment of labor thereon. Failure to do so will not relieve a successful Bidder of his obligation to furnish all materials and labor necessary to carry out the provisions of the Contract. Insofar as possible, the Contractor, in carrying out his work, shall employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor.

15. SECURITY FOR FAITHFUL PERFORMANCE

Simultaneously with the delivery of the Executed Contract, the Contractor shall furnish a Performance Bond and a Payment Bond each in the sum of 100% of the Contract amount as security for faithful performance of the Contract and for the payment of all persons performing labor on the Project under the Contract and furnishing materials in connection with the Contract, as specified in the Contract Documents. The surety of such Bonds shall be issued by a duly authorized surety company listed on the Treasury Department's most current list Circular 570 (as amended) and satisfactory to the Owner.

Attorneys in fact who sign Bid Bonds or Payment Bonds and Performance Bonds must file with each bond a certified and effective dated copy of their Power of Attorney. Failure of the successful Bidder to execute the Contract and to supply the required bonds within 10 calendar days from the date that the Notice of Award is delivered, or within such extended period as the Owner may grant based upon reasons determined sufficient by the Owner, shall constitute a default, and the Owner, at his discretion, may either award the Contract to the next lowest qualified Bidder or readvertise for Bids, and may charge against the Bidder the difference between the amount for which a Contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the Bid Bond. If a more favorable bid is received by readvertising, the defaulting Bidder shall have no claim against the Owner for a refund. The Contractor's bond will not be released until all provisions of the Contract have been fulfilled.

16. INSURANCE

The Contractor will be required to carry the types and amounts of insurance named in the Contract Documents for the full life of the Contract.

17. SUBCONTRACTORS

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

18. METHOD OF AWARD – LOWEST RESPONSIVE BIDDER

The Owner will award the Contract to the lowest and best Bid unless all Bids are rejected. The award will be based on the evaluation of the low bid for the total base bid or the total alternate bid as decided upon by the Owner.

The responsiveness of the low Bidder shall be determined by (1) the completeness and regularity of the Bidder's Proposal; (2) the Bidder's Proposal being without exclusions or special conditions; (3) the Bid Form having no alternative Bids for any item unless requested in the Technical Specifications; and (4) such other factors as may be considered under State law, Federal law or regulation.

The evaluation of the low bidder will be based on whether the Bidder (1) maintains a permanent place of business; (2) has adequate equipment to do the work properly and within the time limit that is established; (3) has adequate financial status to meet his obligations contingent to the work; (4) has adequate available manpower such that he can perform the work according to a reasonable schedule acceptable to the Owner; (5) is in good standing with the Owner; and (6) such other factors as may be considered under State law, Federal law or other applicable regulation.

19. OBLIGATION OF BIDDER

At the time of the opening of Bids, each Bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Plans and Contract Documents (including all Addenda).

The failure or omission of any Bidder to examine any form, instrument or document shall in no way relieve any Bidder from any obligation in respect to his/her Bid. Submission of Bid shall be accepted as prima facie evidence that Bidder has inspected the site and is familiar with the Contract Documents.

20. SUBSURFACE DATA (Not Used)

21. EXECUTION OF CONTRACT

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

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

22. INTERCHANGEABLE TERMS

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

23. QUALIFICATIONS OF BIDDER, OWNER'S RIGHTS

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

24. MATERIALS AND EQUIPMENT

Whenever materials or equipment are specified or described in the Contract Documents by using the name of a manufacturer, fabricator, supplier, or distributor, the naming of the item in this manner is intended to establish the type, function and quality required. Materials or equipment of other manufacturers, fabricators, suppliers, or distributors may be accepted by the Engineer if sufficient information is submitted by the Contractor to allow the Engineer to determine that the material or equipment proposed is equivalent to that named in the Contract Documents. Bidders are referred to Article 6.05 of the General Conditions regarding procedures for approval of substitute materials and equipment.

25. NON-RESIDENT BIDDERS

Awarding public contracts to non-resident Bidders will be on the same basis as the non-resident Bidder's state awards contractors to Mississippi Contractors bidding under similar circumstances. In order to ensure that Mississippi's so called "Golden Rule" is followed, state law requires a non-resident Bidder to attach to his bid a copy of his resident state's current laws pertaining to such state's treatment of non-resident contractors.

26. STORM WATER DISCHARGE ASSOCIATED WITH CONSTRUCTION ACTIVITY

Prior to commencement of work, the Contractor shall execute and deliver to the Engineer an original signed copy of the Prime Contractor Certification. The executed Prime Contractor Certification shall be prima facie evidence that the Contractor has examined the permit and is satisfied as to the terms and conditions contained therein, and that the Contractor assumes full responsibility for meeting all permit terms and conditions. Contract shall also at this time provide to the Engineer a completed copy of the Construction Notice of Intent (SCNOI or LCNOI) for the Engineers records.

BIDDER'S PROPOSAL

AUDITORIUM FLOOR RENOVATION

JACKIE DOLE SHERRILL COMMUNITY CENTER

CITY OF HATTIESBURG, MISSISSIPPI

CONTENTS

Bidder's Proposal	00300-2
Bidder's Corporate Declaration	00300-4
Non-Collusion Affidavit	00300-5
Bid Bond	00300-6
Proposed Subcontractors	00300-8

BIDDER'S PROPOSAL
AUDITORIUM FLOOR RENOVATION
JACKIE DOLE SHERRILL COMMUNITY CENTER
CITY OF HATTIESBURG, MISSISSIPPI

DATE: _____, 20_____

PROPOSAL OF _____
(Name of Bidder)

(Address of Bidder)

for construction of the Auditorium Floor Renovation at the Jackie Dole Sherrill Community Center.

The documents on which this Proposal is based include the Instructions to Bidders, Bid Forms, General Conditions, Supplementary Conditions, Supplemental General Conditions, Technical Specifications, Contract Drawings, and all supplements, amendments and addenda for this Project and are made a part hereof by reference.

TO: CITY OF HATTIESBURG
200 FORREST STREET
HATTIESBURG, MISSISSIPPI 39401

Gentlemen:

The following Proposal is submitted on behalf of the undersigned Bidder(s) and no others. Evidence of my (our) authority to submit the Proposal is hereby furnished. The Proposal is submitted without collusion on the part of any person, firm or corporation.

I (We), the undersigned Bidder(s), certify that I (we) have carefully examined the Instructions to Bidders, Bid Forms, General Conditions, Supplemental Conditions, Technical Specifications, Contract Drawings and any and all Addenda thereof.

I (We) further certify that I, (we) have visited and carefully examined the site of the proposed Work and have inspected the location and condition of all public utilities and existing structures or other facilities on the site or adjacent thereto which may be affected by the proposed construction and fully understand all conditions relative to construction difficulties, hazards, labor, transportation and all other factors affecting the prosecution of the work covered by this Proposal.

In accordance with the requirements of the Instructions to Bidders, Bid Forms, Supplement to Bidder's Proposal, Technical Specifications, General Conditions, Supplementary Conditions, Contract Drawings, and any Addenda, I (we) propose to furnish all necessary materials, equipment, labor, tools and other means of construction and will do all Work called for by the Contract Documents within the specified Contract Time. The following is my (our) proposal for the project:

00300-2

BASE BID

All labor, materials, equipment and other means as necessary to complete the
BASE BID as shown on the Contract Drawings and as specified:

_____ DOLLARS (\$_____)

I (We) further propose to execute the Contract Agreement as bound herein within ten working days after receipt of Contract Forms from the Owner and to complete the work within the contract time. I (We) agree to pay as liquidated damages the actual costs, expenses and other losses reasonably incurred by Owner for each consecutive calendar day beyond the specified Contract Time.

I (We) also propose to execute a Performance Bond and a Payment Bond, as shown in the Specifications, each in an amount of not less than one hundred percent (100%) of the total of my (our) Bid. These Bonds shall not only serve to guarantee the completion of the Work on my (our) part, but also to guarantee the excellence of both workmanship and materials until the Work is finally accepted.

For five (5) percent of the Base Bid amount, I (We) enclose a Bid Bond or Certified Check for the amount of:
_____ DOLLARS (\$_____)

and hereby agree that in case of my (our) failure to execute the Contract and furnish the Bonds within ten calendar days after delivery of the Notice of Award, the amount of this check (Bid Bond) will be forfeited to the Owner as liquidated damages arising out of my (our) failure to execute the Contract as proposed.

It is understood that in case I (we) am (are) not awarded the Work, the Certified Check or Bid Bond submitted as Bid security will be returned as stipulated in the Contract Documents.

Bidder acknowledges receipt of the following Addenda:

No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____

Respectfully Submitted,

Contractor(s)

By: _____
Title

Address

00300-3

BIDDER'S CORPORATE DECLARATION
(TO BE FILLED IN IF BIDDER IS A CORPORATION)

Date: _____, 20_____.

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

President

Secretary

Treasurer

DECLARATION OF PARTNERSHIP

(To be filled in if a Bidder is a Partnership)

Our Partnership is composed of the following individuals:

Address

Address

NON-COLLUSION AFFIDAVIT

**AUDITORIUM FLOOR RENOVATION
JACKIE DOLE SHERRILL COMMUNITY CENTER**

CITY OF HATTIESBURG, MISSISSIPPI

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

STATE OF _____

COUNTY OF _____

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

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

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

Affiant

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

Notary Public in and for

_____ County,

(SEAL)

My Commission Expires

_____, 20_____.

BID BOND

**AUDITORIUM FLOOR RENOVATION
JACKIE DOLE SHERRILL COMMUNITY CENTER**

CITY OF HATTIESBURG, MISSISSIPPI

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____ as Principal, and _____ as Surety, are hereby held and firmly bound unto the Owner, in the penal sum of \$_____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns. Signed this ____ day of _____, 20 _____.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner, a certain bid, attached hereto and hereby made a part hereof to enter into a contract in writing for the above referenced project.

NOW THEREFORE,

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

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

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

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

Contractor

SEAL

By:_____

Surety

SEAL

By:_____

PROPOSED SUBCONTRACTORS
AUDITORIUM FLOOR RENOVATION
JACKIE DOLE SHERRILL COMMUNITY CENTER
CITY OF HATTIESBURG, MISSISSIPPI

The names and addresses of all persons and parties who will be utilized for subcontract Work in the foregoing Bidder's Proposal are listed below. (The Contractor must list all Subcontractors to be utilized on the Work. Failure to list Subcontractors may cause the Bidder's Proposal to be rejected by the Owner as non-responsive.) If the Bidder does not propose Subcontractors, so state.

NAME	ADDRESS

**SUPPLEMENT
TO
BIDDER’S PROPOSAL**

CONTENTS

Certification of Prime Bidder.....	00350-2
Certification by Proposed Subcontractor Regarding Equal Employment Opportunity	00350-3

**CERTIFICATION OF PRIME BIDDER
CONCERNING UTILIZATION OF
MINORITY BUSINESS ENTERPRISES AND WOMEN BUSINESS ENTERPRISES**

In the event of award of the contract under this proposal, the Bidder does hereby certify to have taken affirmative action to seek out and consider minority business enterprises and women business enterprises as potential subcontractors.

The Bidder understands that failure to make this certification will result in the proposal being non-responsive.

Bidder

Signed By _____
(Officer of Firm) Chairman, Board of Directors

**CERTIFICATION BY PROPOSED SUBCONTRACTOR REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

Name of Prime Contractor _____

Project Number _____

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 1231915). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as in initial part of the bid or negotiations of the contract whether it has participated in any way previous contract or subcontract subject to the Equal Opportunity Clause; and, if so, whether it has filed all compliance reports due under applicable conditions.

Where the certification indicates that the subcontractor has not filed a compliance report due under applicable instructions, such subcontractor shall be required to submit a compliance report before the Owner approves the subcontract or permits work to begin under the subcontract.

SUBCONTRACTOR'S CERTIFICATIONS

Subcontractors Name: _____

Address: _____

City _____ State _____ Zip Code _____

1. Bidder has participated in a previous contract or subcontract subject to Equal Opportunity Clause.

Yes _____ No _____.

2. Compliance reports were required to be filed in connection with such contract or subcontract.

Yes _____ No _____.

3. Bidder has filed all compliance reports due under applicable instructions including SF-100.

Yes _____ No _____.

4. If answer to Item 3 is "No", please explain in detail below:

00350-3

Certification:

The information above is true and complete to best of my knowledge and belief.

Name and Title of Signer (PLEASE TYPE)

Signature

Date

00350-4

CONTRACT FORMS

**AUDITORIUM FLOOR RENOVATION
JACKIE DOLE COMMUNITY CENTER**

CITY OF HATTIESBURG, MISSISSIPPI

CONTENTS

Contract.....	00500-2
Partnership Certificate	00500-5
General Instructions for Bonds	00500-6
Performance Bond	00500-7
Payment Bond.....	00500-9
Notice of Award.....	00500-11
Notice to Proceed.....	00500-13
Certificate of Sufficiency	00500-15
Contract Change Order	00500-16

CONTRACT

**AUDITORIUM FLOOR RENOVATION
JACKIE DOLE COMMUNITY CENTER**

CITY OF HATTIESBURG, MISSISSIPPI

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

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

1. THE CONTRACTOR will commence and complete the "Auditorium Floor Renovation – Jackie Dole Sherrill Community Center" project in strict accordance with the Contract Documents and the Contract Drawings.
2. The Contractor will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will attain Final Completion within the contract time stipulated in the Advertisement for Bids unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS. The Contractor agrees to pay, as liquidated damages, the actual damages, costs, losses and expenses reasonably incurred by Owner for each consecutive calendar day that he shall be in default in attaining Final Completion within the time stipulated as provided herein.
3. The term "CONTRACT DOCUMENTS" means and includes Advertisement for Bids, Instructions to Bidders, Bidder's Proposal, Bid Bond, Contract, Payment Bond, Performance Bond, General Conditions, Supplementary Conditions, Technical Specifications, Contract Drawings, Notice of Award, Notice to Proceed, Addenda (if any), and all subsequent Change Orders, Supplemental Agreements and/or other modifications as if formally recopied in this Contract.
4. The Contractor agrees to furnish all materials in place and to faithfully complete all of said work contemplated by this Contract in good and workmanlike manner, strictly in accordance with said Contract Documents, Contract Drawings and other requirements of the Owner, and to the complete satisfaction of the Owner or his authorized representatives, and in accordance with the Laws of the state of Mississippi and the Ordinances of the Owner, for which the Owner hereby agrees to pay and the Contractor agrees to accept a sum of money in current funds equal to the contract amount of _____ Dollars (\$ _____) plus the amount of any supplemental agreements and force accounts for extra work authorized and duly set forth in a written change order approved and executed by the Owner and set forth in the public minutes of the Owner and in full compensation for furnishing all materials, the doing of all work contemplated under the Contract, as well as all loss or damage, if any, arising out of the nature of the work, or the action of the weather, and any and all other unforeseen obstructions or difficulties that may be encountered in the prosecution of the same, the

-
- Contractor assuming all risks of every kind and description in the performance of this Contract.
5. The Contractor shall protect, indemnify and save harmless the Owner from and against any and all damage, loss, claims, judgments or expenses, including but not limited to reasonable attorney's fees, which the Owner may suffer or be subjected to by the performance of the work, including but without limitation injury to or death of any person whomever and destruction or damage to any property whatsoever.
 6. Attached hereto and made a part of this Contract is a Performance Bond, executed by a Surety Company doing business in the state of Mississippi, in the sum of _____ Dollars (\$_____).
 7. Attached hereto and made a part of this Contract is a Payment Bond, executed by a Surety Company doing business in the state of Mississippi, in the sum of _____ Dollars (\$_____).
 8. The Contractor agrees to allow the Owner, or any of their duly authorized representatives, access to any books, documents, papers and records of the Contractor which are directly pertinent to the project which is the subject of this Contract, for the purpose of making audits, examinations, excerpts and transcriptions, and Contractor agrees to insert an identical clause in any and all subcontracts.
 9. The Owner will pay to the Contractor in the manner and at such times and amounts as set forth in the Contract Documents.
 10. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
 11. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Owner shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the Contract by the Contractor and the Owner may withhold any payments to the Contractor until such time as the exact amount of damages due the Owner from the Contractor is determined.

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

OWNER

CONTRACTOR

BY _____

BY _____

ATTEST _____

ATTEST _____

(Seal)

(Seal)

PARTNERSHIP CERTIFICATE

State of _____

County of _____ Ss.

On this _____ day of _____, 20_____, before me personally appeared _____, known to me and known by me to be the person who executed the above instrument, who being by me first duly sworn, did depose and say that he is a general partner in the firm of _____; that said firm consists of himself and _____; and that he executed the foregoing instrument on behalf of said firm for the uses and purposes stated herein.

Notary Public in the

County of _____

State of _____

Notary Seal

My Commission Expires:

CORPORATE CERTIFICATE

I, _____ certify that I am the Secretary of the Corporation named as Contractor in the foregoing Contract; that _____, who signed said Contract on behalf of the Contractor was then _____ of said Corporation; that said Contract was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

Secretary

Corporate Seal

GENERAL INSTRUCTIONS FOR BONDS

1. The surety on each Bond must be a responsible surety company, which is qualified to do business in Mississippi and satisfactory to the Owner.
2. The name, including full Christian name and residence of each individual party to the Bond shall be inserted in the body thereof, and each such party shall sign the Bond with his usual signature on the line opposite the seal and if signed in Maine, Massachusetts or New Hampshire an adhesive seal shall be affixed opposite the signature. The bond must be either signed or countersigned by a Mississippi Resident Agent of the Surety Company.
3. If the principals are partners, their individual names will appear in the body of the Bond with the recital that they are partners composing a firm, naming it; and all the members of the firm shall execute the Bond as individuals.
4. The signature of a witness shall appear in the appropriate place, attesting to the signature of each individual party to the Bond.
5. If the principal or surety is a corporation, the name of the State in which incorporated shall be inserted in the appropriate place in the body of the Bond, and said instrument shall be executed and attested under the corporate seal as indicated in the form. If the corporation has no corporate seal the fact shall be stated, in which case, a scroll or adhesive seal shall appear following the corporate name.
6. The official character and authority of the person or persons executing the Bond for the principal, if a corporation, shall be certified by the secretary or assistant secretary, according to the form attached hereto. In lieu of such certificate there may be attached to the Bond copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.
7. The date of this Bond must not be prior to the date of the Contract in connection with which it is given.
8. Surety Companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____ hereinafter called Principal, and
(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____ Dollars,
\$(_____) in lawful money of the United States, for the payment of which sum well
and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these
presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain
contract with the OWNER, dated _____ day of _____ 20 _____,
a copy of which is hereto attached and made a part hereof for the construction of :

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings,
covenants, terms, conditions, and agreements of said contract during the original term thereof, and any
extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the
one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and
shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by
reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the
OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full
force and effect.

NOW, THEREFORE, if the Principal shall promptly make payment of all taxes, licenses, assignments,
contributions, damages, penalties, and interest thereon, when and as the same may lawfully be due the state of
Mississippi, or any county, municipality, board, department, commission, or political subdivision thereof, by
reason of and directly connected with the performance of said Contract or any part thereof as provided by
Sections 27-65-1, 27-65-21, 27-67-301 and 31-5-3, supra, or any other applicable statute or other authority,
then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change,

00500-7

extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this statement is executed in _____ counterparts, each one of which shall
(number)
be deemed an original, this the _____ day of _____, 20 _____.

ATTEST:

(Principal) Secretary
(Seal)

Principal
By _____

(Address)

Witness as to Principal

(Address)

ATTEST:

Witness as to Surety

(Address)

Surety
By _____

(Address)

NOTE: Date of BOND must not be prior to date of Contract.
 If CONTRACTOR is Partnership, all partners should execute BOND.

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

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS THAT

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal,
(Corporation, Partnership, or Individual)

and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____
Dollars, \$(_____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____ 20 _____, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

00500-9

IN WITNESS WHEREOF, this statement is executed in _____ counterparts, each one of which shall
(number)
be deemed an original, this the _____ day of _____, 20 _____.

ATTEST:

(Principal) Secretary
(Seal)

Principal
By _____

(Address)

Witness as to Principal

(Address)

ATTEST:

Surety

By _____

Witness as to Surety

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract.
 If CONTRACTOR is Partnership, all partners should execute BOND.

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

NOTICE OF AWARD

Date _____

TO: _____

RE: Auditorium Floor Renovation
Jackie Dole Sherrill Community Center
City of Hattiesburg, Mississippi

NOTICE OF AWARD

Gentlemen:

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

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

You are required by the Instruction to Bidders to execute the Contract and furnish to the Owner the required Contractor's Performance Bond, Payment Bond and certificates of insurance within 10 calendar days from the date of delivery of this Notice to you. We have enclosed five copies of the necessary contract forms and bond forms. Please return all five copies of these documents to the offices of Neel-Schaffer, Inc., 125 S. Congress St., Ste. 1100, Jackson, MS 39201.

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

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

You are required to return an acknowledged copy of this Notice of Award directly to the City of Hattiesburg, Mississippi, Attention: Mayor Johnny Dupree, and to Neel-Schaffer, Inc.

Sincerely,

NEEL-SCHAFFER, INC.

William T. Myers, Jr., P.E.
Project Engineer

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

ACCEPTANCE OF NOTICE

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

By _____

Title _____

NOTICE TO PROCEED

Date _____

To: _____

Attention: _____

REFERENCE: NOTICE TO PROCEED
AUDITORIUM FLOOR RENOVATION
JACKIE DOLE SHERRILL COMMUNITY CENTER
CITY OF HATTIESBURG, MISSISSIPPI

Dear _____:

You are hereby notified to commence Work in accordance with the Contract dated _____, on or before _____. You are to complete the Work within **66** consecutive calendar days from the effective date of this Notice to Proceed. The date of Final Completion is therefore _____. Liquidated damages in the amount of the actual damages, costs, losses and expenses reasonably incurred by the OWNER per calendar day for each day the Work has not achieved Final Completion after _____ will be imposed unless the contract time is otherwise adjusted for due cause by change orders to the Contract. Liquidated Damages, as defined herein, will be assessed unless the Contract Time is otherwise adjusted for due cause by change order to the Contract.

The engineering firm of Neel-Schaffer, Inc. will act as the Engineer on behalf of the City of Hattiesburg, Mississippi for the work to be performed under the contract. William T. (Bill) Myers, Jr., P.E., of Neel-Schaffer, Inc. will be the designated representative of the Engineer.

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

Sincerely,

City of Hattiesburg, Mississippi

Mayor Johnny Dupree

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED

is hereby acknowledged by _____

this, the _____ day

of _____, 20_____.

By _____

Title _____

CERTIFICATE OF SUFFICIENCY

**AUDITORIUM FLOOR RENOVATION
JACKIE DOLE COMMUNITY CENTER**

CITY OF HATTIESBURG, MISSISSIPPI

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

Date: _____

CONTRACT CHANGE ORDER

OWNER: _____ PROJECT NAME: _____

CONTRACTOR: _____

DATE: _____

CHANGE ORDER NUMBER: _____ CONTRACT NUMBER: _____

REASON FOR CHANGE: _____

YOU ARE HEREBY REQUESTED TO COMPLY WITH THE FOLLOWING CHANGES FROM THE CONTRACT
PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS: (USE ADDITIONAL SHEETS IF REQUIRED)

ITEM NO.	DESCRIPTION OF CHANGE(S) (QUANTITIES, ETC.)	QTY	UNIT COST	TOTAL CONTRACT
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00

TOTAL CONTRACT CHANGE	\$
	TOTAL CONTRACT
ORIGINAL CONTRACT AMOUNT:	\$
CURRENT CONTRACT AMOUNT:	\$
THIS CONTRACT CHANGE	
REVISED CONTRACT AMOUNT:	\$
CURRENT CONTRACT COMPLETION DATE:	
TIME EXTENSION REQUIRED BY CHANGE:	
REVISED CONTRACT COMPLETION DATE:	
THIS DOCUMENT SHALL BE AN AMENDMENT TO THE CONTRACT AND ALL PROVISIONS OF THE CONTRACT WILL APPLY. RECOMMENDED BY: _____ ENGINEER _____ DATE _____ NEEL-SCHAFFER, INC. ACCEPTED BY: _____ CONTRACTOR _____ DATE _____	

**Engineers Joint Documents Committee
Design and Construction Related Documents
Instructions and License Agreement**

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How to Use:

1. While EJCDC has expended considerable effort to make the software translations exact, it can be that a few document controls (e.g., bold, underline) did not carry over.
2. Similarly, your software may change the font specification if the font is not available in your system. It will choose a font that is close in appearance. In this event, the pagination may not match the control set.
3. If you modify the document, you must follow the instructions in the License Agreement about notification.
4. Also note the instruction in the License Agreement about the EJCDC copyright.

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Limited Warranty:

EJCDC warrants the CDs and diskettes on which **EJCDC Design and Construction Related Documents** is furnished to be free from defects in materials and

workmanship under normal use for a period of ninety (90) days from the date of delivery to you as evidenced by a copy of your receipt.

There is no other warranty of any kind, either expressed or implied, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose. Some states do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

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EJCDC's entire liability and your exclusive remedy shall be:

1. the replacement of any document not meeting EJCDC's "Limited Warranty" which is returned to EJCDC's selling agent with a copy of your receipt, or
2. if EJCDC's selling agent is unable to deliver a replacement CD or diskette which is free of defects in materials and workmanship, you may terminate this Agreement by returning EJCDC Document and your money will be refunded.

In no event will EJCDC be liable to you for any damages, including any lost profits, lost savings or other incidental or consequential damages arising out of the use or inability to use **EJCDC Design and Construction**

Related Documents even if EJCDC has been advised of the possibility of such damages, or for any claim by any other party.

Some states do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.

General:

You may not sublicense, assign, or transfer this license except as expressly provided in this Agreement. Any attempt otherwise to sublicense, assign, or transfer any of the rights, duties, or obligations hereunder is void.

This Agreement shall be governed by the laws of the State of Virginia. Should you have any questions concerning this Agreement, you may contact EJCDC by writing to:

Arthur Schwartz, Esq.
General Counsel
National Society of Professional Engineers
1420 King Street
Alexandria, VA 22314

Phone: (703) 684-2845
Fax: (703) 836-4875
e-mail: aschwartz@nspe.org

You acknowledge that you have read this agreement, understand it and agree to be bound by its terms and conditions. You further agree that it is the complete and exclusive statement of the agreement between us which supersedes any proposal or prior agreement, oral or written, and any other communications between us relating to the subject matter of this agreement.

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By



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NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

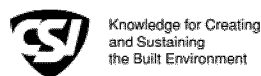
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The Associated General Contractors of America



Construction Specifications Institute

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National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314

American Council of Engineering Companies
1015 15th Street, N.W., Washington, DC 20005

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor Nos. C-520 or C-525 (2002 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the EJCDC Construction Documents, General and Instructions (No. C-001) (2002 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. C-800) (2002 Edition).

TABLE OF CONTENTS

Page

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY.....	6
1.01 <i>Defined Terms</i>	6
1.02 <i>Terminology</i>	8
ARTICLE 2 - PRELIMINARY MATTERS	9
2.01 <i>Delivery of Bonds and Evidence of Insurance</i>	9
2.02 <i>Copies of Documents</i>	9
2.03 <i>Commencement of Contract Times; Notice to Proceed</i>	9
2.04 <i>Starting the Work</i>	9
2.05 <i>Before Starting Construction</i>	9
2.06 <i>Preconstruction Conference</i>	9
2.07 <i>Initial Acceptance of Schedules</i>	9
ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE	10
3.01 <i>Intent</i>	10
3.02 <i>Reference Standards</i>	10
3.03 <i>Reporting and Resolving Discrepancies</i>	10
3.04 <i>Amending and Supplementing Contract Documents</i>	11
3.05 <i>Reuse of Documents</i>	11
3.06 <i>Electronic Data</i>	11
ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS.....	11
4.01 <i>Availability of Lands</i>	11
4.02 <i>Subsurface and Physical Conditions</i>	12
4.03 <i>Differing Subsurface or Physical Conditions</i>	12
4.04 <i>Underground Facilities</i>	13
4.05 <i>Reference Points</i>	13
4.06 <i>Hazardous Environmental Condition at Site</i>	13
ARTICLE 5 - BONDS AND INSURANCE	14
5.01 <i>Performance, Payment, and Other Bonds</i>	14
5.02 <i>Licensed Sureties and Insurers</i>	15
5.03 <i>Certificates of Insurance</i>	15
5.04 <i>Contractor's Liability Insurance</i>	15
5.05 <i>Owner's Liability Insurance</i>	16
5.06 <i>Property Insurance</i>	16
5.07 <i>Waiver of Rights</i>	17
5.08 <i>Receipt and Application of Insurance Proceeds</i>	17
5.09 <i>Acceptance of Bonds and Insurance; Option to Replace</i>	17
5.10 <i>Partial Utilization, Acknowledgment of Property Insurer</i>	18
ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES.....	18
6.01 <i>Supervision and Superintendence</i>	18
6.02 <i>Labor; Working Hours</i>	18
6.03 <i>Services, Materials, and Equipment</i>	18
6.04 <i>Progress Schedule</i>	18
6.05 <i>Substitutes and "Or-Equals"</i>	19
6.06 <i>Concerning Subcontractors, Suppliers, and Others</i>	20
6.07 <i>Patent Fees and Royalties</i>	21
6.08 <i>Permits</i>	21
6.09 <i>Laws and Regulations</i>	21
6.10 <i>Taxes</i>	22
6.11 <i>Use of Site and Other Areas</i>	22
6.12 <i>Record Documents</i>	22
6.13 <i>Safety and Protection</i>	22
6.14 <i>Safety Representative</i>	23
6.15 <i>Hazard Communication Programs</i>	23

6.16	<i>Emergencies</i>	23
6.17	<i>Shop Drawings and Samples</i>	23
6.18	<i>Continuing the Work</i>	24
6.19	<i>Contractor's General Warranty and Guarantee</i>	24
6.20	<i>Indemnification</i>	24
6.21	<i>Delegation of Professional Design Services</i>	25
ARTICLE 7 - OTHER WORK AT THE SITE		25
7.01	<i>Related Work at Site</i>	25
7.02	<i>Coordination</i>	26
7.03	<i>Legal Relationships</i>	26
ARTICLE 8 - OWNER'S RESPONSIBILITIES		26
8.01	<i>Communications to Contractor</i>	26
8.02	<i>Replacement of Engineer</i>	26
8.03	<i>Furnish Data</i>	26
8.04	<i>Pay When Due</i>	26
8.05	<i>Lands and Easements; Reports and Tests</i>	26
8.06	<i>Insurance</i>	26
8.07	<i>Change Orders</i>	26
8.08	<i>Inspections, Tests, and Approvals</i>	26
8.09	<i>Limitations on Owner's Responsibilities</i>	27
8.10	<i>Undisclosed Hazardous Environmental Condition</i>	27
8.11	<i>Evidence of Financial Arrangements</i>	27
ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION.....		27
9.01	<i>Owner's Representative</i>	27
9.02	<i>Visits to Site</i>	27
9.03	<i>Project Representative</i>	27
9.04	<i>Authorized Variations in Work</i>	27
9.05	<i>Rejecting Defective Work</i>	27
9.06	<i>Shop Drawings, Change Orders and Payments</i>	28
9.07	<i>Determinations for Unit Price Work</i>	28
9.08	<i>Decisions on Requirements of Contract Documents and Acceptability of Work</i>	28
9.09	<i>Limitations on Engineer's Authority and Responsibilities</i>	28
ARTICLE 10 - CHANGES IN THE WORK; CLAIMS		28
10.01	<i>Authorized Changes in the Work</i>	28
10.02	<i>Unauthorized Changes in the Work</i>	29
10.03	<i>Execution of Change Orders</i>	29
10.04	<i>Notification to Surety</i>	29
10.05	<i>Claims</i>	29
ARTICLE 11 - COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK.....		30
11.01	<i>Cost of the Work</i>	30
11.02	<i>Allowances</i>	31
11.03	<i>Unit Price Work</i>	31
ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES		32
12.01	<i>Change of Contract Price</i>	32
12.02	<i>Change of Contract Times</i>	33
12.03	<i>Delays</i>	33
ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK.....		33
13.01	<i>Notice of Defects</i>	33
13.02	<i>Access to Work</i>	33
13.03	<i>Tests and Inspections</i>	33
13.04	<i>Uncovering Work</i>	34
13.05	<i>Owner May Stop the Work</i>	34
13.06	<i>Correction or Removal of Defective Work</i>	34
13.07	<i>Correction Period</i>	34
13.08	<i>Acceptance of Defective Work</i>	35
13.09	<i>Owner May Correct Defective Work</i>	35
ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION		36
14.01	<i>Schedule of Values</i>	36
14.02	<i>Progress Payments</i>	36
14.03	<i>Contractor's Warranty of Title</i>	37
14.04	<i>Substantial Completion</i>	37

14.05	<i>Partial Utilization</i>	38
14.06	<i>Final Inspection</i>	38
14.07	<i>Final Payment</i>	38
14.08	<i>Final Completion Delayed</i>	39
14.09	<i>Waiver of Claims</i>	39
ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION		39
15.01	<i>Owner May Suspend Work</i>	39
15.02	<i>Owner May Terminate for Cause</i>	39
15.03	<i>Owner May Terminate For Convenience</i>	40
15.04	<i>Contractor May Stop Work or Terminate</i>	40
ARTICLE 16 - DISPUTE RESOLUTION		41
16.01	<i>Methods and Procedures</i>	41
ARTICLE 17 - MISCELLANEOUS		41
17.01	<i>Giving Notice</i>	41
17.02	<i>Computation of Times</i>	41
17.03	<i>Cumulative Remedies</i>	41
17.04	<i>Survival of Obligations</i>	41
17.05	<i>Controlling Law</i>	41
17.06	<i>Headings</i>	41

GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*--The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

3. *Application for Payment*--The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*--The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidder*--The individual or entity who submits a Bid directly to Owner.

7. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda).

8. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, bid security of acceptable form, if any, and the Bid Form with any supplements.

9. *Change Order*--A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*--A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*-- Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor's submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price*--The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any, (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

15. *Contractor*--The individual or entity with whom Owner has entered into the Agreement.

16. *Cost of the Work*--See Paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *Engineer*--The individual or entity named as such in the Agreement.

20. *Field Order*--A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

21. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

22. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

23. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

24. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

25. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

26. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*--The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. *Notice to Proceed*--A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

29. *Owner*--The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. *PCBs*--Polychlorinated biphenyls.

31. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

32. *Progress Schedule*--A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

33. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

35. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

36. *Related Entity* -- An officer, director, partner, employee, agent, consultant, or subcontractor.

37. *Resident Project Representative*--The authorized representative of Engineer who may be assigned to the Site or any part thereof.

38. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Schedule of Submittals*--A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

40. *Schedule of Values*--A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

41. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

42. *Site*--Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

43. *Specifications*--That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain

administrative requirements and procedural matters applicable thereto.

44. *Subcontractor*--An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

45. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

46. *Successful Bidder*--The Bidder submitting a responsive Bid to whom Owner makes an award.

47. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

48. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.

49. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

50. *Unit Price Work*--Work to be paid for on the basis of unit prices.

51. *Work*--The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

52. *Work Change Directive*--A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times

but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

A. The following words or terms are not defined but, when used in the Bidding Requirements or Contract Documents, have the following meaning.

B. Intent of Certain Terms or Adjectives

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action or determination will be solely to evaluate, in general, the Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. Day

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. Defective

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

- a. does not conform to the Contract Documents, or
- b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents, or
- c. has been damaged prior to Engineer's - recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. Furnish, Install, Perform, Provide

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.

F. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement

or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule; indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a

Supplier shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, or Engineer, or any of, their Related Entities, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. Reporting Discrepancies

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor knew or reasonably should have known thereof.

B. Resolving Discrepancies

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;

2. Engineer's approval of a Shop Drawing or Sample; (Subject to the provisions of Paragraph 6.17.D.3); or

3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier or other individual or entity performing or furnishing all of the Work under a direct or indirect contract with Contractor, shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or Engineer's consultants, including electronic media editions; or

2. reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaption by Engineer.

B. The prohibition of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

A. Copies of data furnished by Owner or Engineer to Contractor or Contractor to Owner or Engineer that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained

or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party..

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Contract Documents.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. Possible Price and Times Adjustments

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, Owner and Engineer, and any of their Related Entities shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

- a. reviewing and checking all such information and data,
- b. locating all Underground Facilities shown or indicated in the Contract Documents,
- c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction, and
- d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will

promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the Engineer in the preparation of the Contract Documents.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered to Contractor written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to

entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06. G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 - BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified

in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent must be accompanied by a certified copy of the agent's authority to act.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. Contractor shall deliver to Owner, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

B. Owner shall deliver to Contractor, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

5.04 *Contractor's Liability Insurance*

A. Contractor shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection

from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

b. by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insured (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment.

a. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, (other than caused by flood) and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B. Owner shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any

deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insured or additional insured (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract

Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances. The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All communications given to or

received from the superintendent shall be binding on Contractor.

6.02 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole,

3) it has a proven record of performance and availability of responsive service; and

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times, and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented in the General Requirements and as Engineer may decide is appropriate under the circumstances.

d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

1) shall certify that the proposed substitute item will:

a) perform adequately the functions and achieve the results called for by the general design,

b) be similar in substance to that specified, and

c) be suited to the same use as that specified;

2) will state:

a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time;

b) whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

c) whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

3) will identify:

a) all variations of the proposed substitute item from that specified, and

b) available engineering, sales, maintenance, repair, and replacement services;

4) and shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change,

B. Substitute Construction Methods or Procedures: If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. Engineer's Evaluation: Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

D. Special Guarantee: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

E. Engineer's Cost Reimbursement: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute item so proposed or submitted by Contractor, Contractor shall reimburse Owner for the charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the charges of Engineer for making changes in the Contract

Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

F. Contractor's Expense: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 Concerning Subcontractors, Suppliers, and Others

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity, nor

2. shall anything in the Contract Documents create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual

or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of Owner or Engineer its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 Taxes

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 Use of Site and Other Areas

A. Limitation on Use of Site and Other Areas

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

B. Removal of Debris During Performance of the Work: During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. Cleaning: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. Loading Structures: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 Record Documents

A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 Safety and Protection

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Draw-

ings or Specifications or to the acts or omissions of Owner or Engineer or , or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

D. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the acceptable Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. Shop Drawings

a. Submit number of copies specified in the General Requirements.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples*: Contractor shall also submit Samples to Engineer for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals.

a. Submit number of Samples specified in the Specifications.

b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals , any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. Submittal Procedures

1. Before submitting each Shop Drawing or Sample, Contractor shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. the suitability of all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto; and

d. shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents

with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations, that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawing's or Sample Submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. Engineer's Review

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. Resubmittal Procedures

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 Continuing the Work

A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or

disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 Contractor's General Warranty and Guarantee

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its Related Entities shall be entitled to rely on representation of Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;

6. any inspection, test, or approval by others; or

7. any correction of defective Work by Owner.

6.20 Indemnification

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or

arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .

B. In any and all claims against Owner or Engineer or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal

shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 - OTHER WORK AT THE SITE

7.01 *Related Work at Site*

A. Owner may perform other work related to the Project at the Site with Owner's employees, or via other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and shall properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and

properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's actions or inactions.

C. Contractor shall be liable to Owner and any other contractor for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's action or inactions.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. Owner's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by Engineer in preparing the Contract Documents.

8.06 *Insurance*

A. Owner's responsibilities, if any, in respect of purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility in respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent Owner has agreed to furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents, Owner's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents and will not be changed without written consent of Owner and Engineer.

9.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep

Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believe that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show

partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to, the Resident Project Representative, if any, and assistants, if any.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall

promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any bond to be given to a surety, the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. *Notice:* Written notice stating the general nature of each Claim, shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part,

2. approve the Claim, or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in Paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

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

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive

bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

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

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

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

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph

5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expresses, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. Costs Excluded: The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A and 11.01.B.

C. Contractor's Fee: When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. Documentation: Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. Cash Allowances

1. Contractor agrees that:

a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. Contingency Allowance

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work

times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, Engineer and the Related Entities of each of them shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of Engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in said Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all

costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

D. If, the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and

reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or
2. correct such defective Work; or

3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications .

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the

Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. Applications for Payments

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. Review of Applications

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's

observations on the Site of the executed Work as an experienced and qualified design professional and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

b. that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

a. to supervise, direct, or control the Work, or

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Change Orders;

c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or

d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. Reduction in Payment

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

c. there are other items entitling Owner to a set-off against the amount recommended; or

d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor corrects to Owner's satisfaction the reasons for such action.

3. If it is subsequently determined that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1.

14.03 Contractor's Warranty of Title

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 Substantial Completion

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

B. Promptly after Contractor's notification, , Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will within 14 days after submission of the tentative certificate to Owner notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will within said 14 days execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions.

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor will certify to Owner and Engineer that such part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. Application for Payment

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

- a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.7;
- b. consent of the surety, if any, to final payment;
- c. a list of all Claims against Owner that Contractor believes are unsettled; and
- d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner or Owner's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral

satisfactory to Owner to indemnify Owner against any Lien.

B. Engineer's Review of Application and Acceptance

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and , will be paid by Owner to Contractor.

14.08 Final Completion Delayed

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 Waiver of Claims

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 Owner May Suspend Work

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 Owner May Terminate for Cause

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's disregard of the authority of Engineer; or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion),

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B, and 15.02.C.

15.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 - DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions, or
2. agrees with the other party to submit the Claim to another dispute resolution process, or
3. gives written notice to the other party of their intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 - MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SUPPLEMENTARY CONDITIONS

CONTENTS

1.	Definitions	00800-2
2.	Commencement of Contract Time: Notice to Proceed	00800-2
3.	Before Starting Construction	00800-2
4.	Preconstruction Conference	00800-2
5.	Subsurface and Physical Conditions	00800-2
6.	Insurance Requirements	00800-3
7.	Contractor's Responsibilities	00800-5
8.	Record Documents	00800-5
9.	Limitations on ENGINEER'S Responsibilities	00800-5
10.	Change of Contract Time	00800-5
11.	Payments to CONTRACTOR	00800-6
12.	List of Contract Drawings	00800-7
13.	Liquidated and Special Damages	00800-7
14.	Suspension of Work and Termination	00800-7

SUPPLEMENTARY CONDITIONS

1. Definitions

- A. The definition of "Technical Specifications" shall be the same as the definition for Specifications stated in Paragraph 1.01 under item number 43 of the General Conditions (of the EJCDC C-700).
- B. Delete Paragraph 1.01.A.12 of the General Conditions in its entirety.
- C. In Paragraph 1.01A.52 delete the following words, "or responding to differing or unseen subsurface or physical conditions under which the work is to be performed or to emergencies."

2. Commencement of Contract Time: Notice to Proceed

The commencement of Contract Time, as stated in Item 2.03 of the General Conditions is changed to read The Contract Time will commence to run within the sixtieth day after the Effective Date of the Agreement, or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed; but in no event shall the Contract Time commence to run later than the sixtieth day after the Effective Date of the Agreement.

Notice to Proceed may be given at any time within sixty days after the Effective Date of the Agreement. Refer to Item 21 of the Instructions to Bidders regarding execution of the Contract.

3. Before Starting Construction

In addition to the requirements of Paragraph 2.05 of the General Conditions, "**CONTRACTOR** shall deliver to the **OWNER**, with his signed Contract, all bonds and insurance which he is required to purchase and maintain in accordance with Article 5 of the General Conditions. A copy shall also be submitted to the **ENGINEER**. The **OWNER** shall deliver to the **CONTRACTOR** a copy of all policies of insurance which the **OWNER** is required to purchase and maintain in accordance with Article 5 of the General Conditions."

4. Preconstruction Conference

The time period for holding the preconstruction conference as stated in Paragraph 2.06 of the General Conditions shall be within 30 days after the Effective date of the Agreement, but before the **CONTRACTOR** starts the Work at the site.

5. Subsurface and Physical Conditions

Paragraphs 4.02 and 4.03 shall be deleted in its entirety and replaced with the following:

DIFFERING SITE CONDITIONS PROVISION:

Execution of this Contract (Agreement) by the Contractor is a representation that the Contractor has visited the site, that general and local conditions are suitable for the work to be performed and that the Contractor accepts all conditions at the Project site. The Contractor assumes all risks with respect to the requirements of the Contract Documents, including without limitation the characteristics (natural and manmade) of the site, site accessibility, labor rates and availability, weather conditions, and any other matter that could affect the performance and cost of the work.

6. Insurance Requirements

- A. Paragraphs 5.05 and 5.06 shall be deleted in their entirety.
- B. Paragraphs 5.07.B, 5.07.B.1 and 5.07.B.2 shall be deleted in their entirety.
- C. In addition to the requirements of Article 5 of the General Conditions, insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the **CONTRACTOR** under the terms of the Contract. The **CONTRACTOR** shall procure and maintain at his own expense any additional kinds and amounts of insurance that, in his own judgment, may be necessary for his proper protection in the prosecution of the Work.
 - 1. The **CONTRACTOR** shall carry insurance as prescribed herein and all policies shall be with companies satisfactory to the **OWNER**. If a part of this Contract is sublet, the **CONTRACTOR** shall require each Subcontractor to carry insurance of the same kinds and in like amounts as carried by the **CONTRACTOR**, including all additional insureds and waivers of subrogation.
 - 2. Certificates of insurance shall state that 30 days written notice will be given to the **OWNER** before the policy is canceled or changed. No **CONTRACTOR** or Subcontractor will be allowed to start any construction work on this Contract until certificates of all insurance required herein and all coverage requirements specified in contract documents are filed with and approved by the **OWNER**. The certificates shall show the type, amount, class of operations covered, effective dates and the dates of expiration of policies.
 - 3. The **CONTRACTOR** shall secure and maintain in effect for the period of the **CONTRACT** and pay all premiums for the following kinds and amounts of insurance:
 - a. Worker's Compensation and Employer's Liability Insurance: This insurance shall protect the **CONTRACTOR** against all claims under applicable State Worker's Compensation Laws. The **CONTRACTOR** shall also be protected and shall cause each Subcontractor to be protected against claims for injury, disease, or death of employees, which for any reason, may not fall within the provisions of a Worker's Compensation Law. The liability limits shall not be less than the required statutory limits for Worker's Compensation and Employer's Liability limits in the amount of ONE MILLION DOLLARS (\$1,000,000.00). **CONTRACTOR** and subcontractors shall supply **OWNER** endorsements from their carriers evidencing waiver of subrogation in favor of the **OWNER**.

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- b. **CONTRACTOR'S** and Subcontractor's Comprehensive General Liability Insurance, including bodily injury, property damage, contractual and other standard coverage contained in Comprehensive General Liability Insurance, in an amount of not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence and aggregate. **OWNER** shall be provided an endorsement naming the **OWNER** as an insured from the insurer for the work contracted. The Comprehensive General Liability policies carried by both the **CONTRACTOR** and the Subcontractors shall contain an endorsement to include the coverage of the following hazards:
- i. Explosion, collapse, and underground property damage to include any damage or destruction of property below the surface of the ground, such as wires, conduits, pipes, mains, sewers, etc., caused by the **CONTRACTOR'S** operations.
 - ii. The collapse of and structural injury to any building, structure or property on or adjacent to the **OWNER'S** premises or right-of-way caused by the **CONTRACTOR'S** operations in the removal of other buildings, structures, or supports, or by excavation below the surface of the ground.
 - iii. Contractual Liability Coverage for the Hold Harmless segments of the Contract Documents.
- c. **CONTRACTOR'S** Contingent or Protective Liability and Property Damage: In case part of this Contract is sublet, the **CONTRACTOR** shall secure contingent or protective liability and property damage insurance to protect the **CONTRACTOR** from any and all claims arising from the operation of Subcontractors in the execution of Work included in the Contract. In no case shall the amount of such protection be less than the limits of \$500,000/\$1,000,000 for Public Liability Insurance and \$500,000/\$1,000,000 for Property Damage Insurance. The coverage in each case shall be acceptable to the **OWNER**.
- d. Auto Liability: The **CONTRACTOR** shall maintain Auto Liability Insurance in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) Combined Single Limit to protect him from any and all claims arising from the use of the following:
- i. **CONTRACTOR'S** own automobiles and trucks.
 - ii. Hired and non-owned automobiles and trucks.
 - iii. Automobiles and trucks owned by Subcontractors.
- The aforementioned is to cover use of automobiles and trucks on and off the site of the Project. The **OWNER** shall be provided an endorsement from the insurer naming the **OWNER** as an insured for the work contracted.
- e. **OWNER'S** Protective Liability Policy: The **CONTRACTOR** shall maintain **OWNER'S** Protective Liability Insurance with the **OWNER** as the named insured, and the **ENGINEER**, and their servants, agents and employees as additional insureds, in an amount not less than ONE MILLION DOLLARS (\$1,000,000).
- f. Umbrella Liability: The **CONTRACTOR** shall provide **OWNER** a certificate of insurance evidencing Umbrella Liability Insurance in the amount of not less than FIVE MILLION DOLLARS (\$5,000,000).

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- g. Builder's Risk and Boiler and Machinery Insurance: The **CONTRACTOR** shall purchase and maintain Builder's Risk and Boiler and Machinery Insurance in the amount of the total value of the materials necessary for the project. A certificate evidencing such coverage shall be on file with the **OWNER**.
 - h. Property Insurance: No property insurance is required for this project.

7. Contractor's Responsibilities

Delete Paragraph 6.02.B in its' entirety.

8. Record Documents

In addition to the requirements of Paragraph 6.12 of the General Conditions, **CONTRACTOR** shall provide accurate 'mark-ups' acceptable to the **ENGINEER** on or before the date of Substantial Completion of the Project for use by the **ENGINEER** in the preparation of 'record' drawings. Final payment will not be made to the **CONTRACTOR** prior to the **ENGINEER** receiving these mark-ups from the **CONTRACTOR**.

9. Limitations on ENGINEER'S Responsibilities

In addition to the requirements of Paragraph 9.09.B, when it comes to his attention, the **ENGINEER** will immediately notify the **OWNER** in the event that the **CONTRACTOR** is not complying with the Contract Documents or is conducting the Work in such a manner that could be considered grounds for termination of the Contract. The **CONTRACTOR** shall retain responsibility for performing all Work in compliance with the Contract Documents.

The following language shall be added to Paragraph 9.09.B:

“Consistent with the express provisions of this Section 00700, Article 6.13, Article 6.17.D.2, Article 9.02.B, Article 9.09, this Article 9.09.B, and Article 14.02.B.4.b, any reference to “safety” elsewhere in this contract, including but not limited to those found in Section 00700, Articles 4.02.B.1, 4.04.A.2.d, 4.04.B.1, 4.06.B.1, 6.02.B, 6.14, 6.15, 6.16, 6.17.C.1.c, and 13.02.A, does not impose upon the Engineer any duty, obligation or other contractual undertaking to administer the “safety” aspects of Contractor’s performance, or any other matter relating to the Contractor’s means, methods, techniques, sequences or procedures. Contractor’s contractual safety obligations and means and methods during construction are the sole responsibility of the Contractor and are not being administered, overseen or reviewed in any way by the Engineer in performing its contractual obligations”

10. Change of the Contract Time

In addition to the requirements of Paragraph 12.03 of the General Conditions, rainstorms which are encountered in the project area on a regular and seasonal basis do not constitute an abnormal weather condition.

11. Payments to **CONTRACTOR**

Paragraph 14.02, Application for Payments, is deleted in its' entirety and the following substituted therefore:

- A. Monthly Estimates and Partial Payments: The **CONTRACTOR'S** partial payment period shall end on the last day of each month. The **CONTRACTOR** shall submit acceptable Application for Payment to the **ENGINEER** by the date indicated on the payment schedule as supplied to **CONTRACTOR** by **ENGINEER** provided that the amount due on completed work is at least \$500.00. The partial payment request shall be filled out and signed by the **CONTRACTOR** covering the work completed as of the date of the request and accompanied by such supporting documentation as is required by the Contract Documents and also as the **ENGINEER** may reasonably require. At the discretion of the **OWNER**, the **ENGINEER** may be authorized to include in any monthly estimate advances covering approximately 95 percent of the value of unused materials delivered and stored on the site of the work. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site, the Application for Payment shall also be accompanied by such data, satisfactory to **OWNER**, as will establish **OWNER'S** title to the material and equipment and protect **OWNER'S** title to the material and equipment and protect **OWNER'S** interest therein, including applicable insurance. Each subsequent Application for Payment shall include an affidavit of **CONTRACTOR** stating that all previous progress payments received on account of the Work have been applied to discharge in full all of **CONTRACTOR'S** obligations reflected in prior Applications for Payment.
- B. After each monthly estimate has been approved, the **OWNER** shall pay to the **CONTRACTOR** 95 percent of the amount of said estimate. From the total value of each estimate there will be deducted an amount equivalent to 5 percent of the whole as a retainage to be held by the **OWNER**. The monthly estimates will be approximate only and subject to correction in any subsequent estimate rendered following discovery of the error. At the discretion of the **OWNER**, the **ENGINEER** may be authorized to include any monthly advances covering approximately 95 percent of the value of unused materials delivered and stored on the site of the work.
- C. Subsequent to discovery of any defective or questionable work, an amount equal to the estimated value of such work will be deducted from the next current estimate. The sum will not be included in a subsequent estimate until the defects have been remedied to the **ENGINEER'S** satisfaction.
- D. The **OWNER** reserves the right to withhold payment of any monthly estimate that becomes due if, in the opinion of the **OWNER'S** Attorney, such action is warranted because of any breach of the Contract Provisions or malfeasance on the part of the **CONTRACTOR** or because the progress or the quality of the work is unsatisfactory and does not comply with the Plans and Specifications.

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- E. For construction contracts over \$250,000.00, the **CONTRACTOR** may, at his option, withdraw the 50 percent of the retainage after 50 percent of the work has been completed, as approved by the **ENGINEER**, provided retainage be withheld at 2.5 percent for the remainder of the project. Retainage will be withheld at a rate of 5 percent until final completion for construction contracts under \$250,000.00.

Paragraph 14.02.C of the General Conditions is modified to read "60 days after presentation of the Application for Payment to **OWNER** with **ENGINEER'S** recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by **OWNER** to **CONTRACTOR**."

Paragraph 14.07.C of the General Conditions is modified to read, "If the Application and accompanying documentation are appropriate as to form and substance, **OWNER** shall, within 60 days after receipt thereof, pay **CONTRACTOR** the amount recommended by **ENGINEER**."

Delete Paragraph 14.09.A.2 in its entirety.

12. List of Contract Drawings: Not Used.
13. Liquidated and Special Damages

The **CONTRACTOR** will be subject to liquidated damages in accordance with the Advertisement for Bids.

14. Suspension of Work and Termination

In Paragraph 15.04.A delete the following words: "or Engineer fails to act on any Application for Payment within thirty days, after it is submitted" and add the words "if the". In Paragraph 15.04.B delete the following words: "if Engineer has failed to act on an Application for Payment within thirty days after it is submitted" and add the words "if the".

*** * END OF SECTION * ***

General Decision Number: MS120116 03/09/2012 MS116

Superseded General Decision Number: MS20100159

State: Mississippi

Construction Type: Building

County: Forrest County in Mississippi.

BUILDING CONSTRUCTION PROJECTS (Does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	01/06/2012
1	03/09/2012

ELEC0903-001 06/01/2011

	Rates	Fringes
Electrician.....	\$ 23.60	12%+4.40

IRON0798-003 10/01/2009

	Rates	Fringes
IRONWORKER, STRUCTURAL AND ORNAMENTAL.....	\$ 22.03	12.10

* PLUM0714-004 01/01/2012

	Rates	Fringes
PIPEFITTER.....	\$ 26.25	8.41

* SUMS2008-043 07/07/2008

	Rates	Fringes
BRICKLAYER.....	\$ 12.25	1.70
CARPENTER, Includes Form Work....	\$ 13.00	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 10.63	0.00
IRONWORKER, REINFORCING.....	\$ 13.64	0.00
LABORER: Common or General.....	\$ 9.00	1.80
LABORER: Mason Tender - Brick...	\$ 10.00	0.00
OPERATOR: Backhoe.....	\$ 15.30	1.55
OPERATOR: Bulldozer.....	\$ 13.50	0.00

OPERATOR: Crane.....	\$ 16.73	0.92
OPERATOR: Excavator.....	\$ 11.33	0.00
OPERATOR: Forklift.....	\$ 11.17	0.00
OPERATOR: Grader/Blade, Includes Finishing.....	\$ 12.50	1.57
OPERATOR: Trackhoe.....	\$ 14.50	0.00
PAINTER: Brush, Roller and Spray, Includes Drywall Finishing/Taping.....	\$ 12.12	1.17
PLUMBER.....	\$ 16.13	0.00
ROOFER.....	\$ 13.71	0.00
SHEET METAL WORKER, Includes HVAC Duct Installation.....	\$ 13.50	0.00
TRUCK DRIVER.....	\$ 10.83	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have been found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable,

i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.

Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

SECTION 01010

SUMMARY OF WORK

PART 1 GENERAL

1.01 LOCATION OF WORK

All of the work of this Contract is located at 220 West Front Street, Hattiesburg, MS.

1.02 WORK TO BE DONE

- A. The CONTRACTOR shall furnish all labor, materials, equipment, tools, services and incidentals to complete all work required by these Specifications and as shown on the Drawings.
- B. The CONTRACTOR shall perform the work complete, in place, and ready for continuous service, and shall include repairs, testing, permits, cleanup, replacements and restoration required as a result of damages caused during this construction.
- C. All materials, equipment, skills, tools and labor which are reasonably and properly inferable and necessary for the proper completion of the work in a substantial manner and in compliance with the requirements stated or implied by these Specifications or Drawings shall be furnished and installed by the CONTRACTOR without additional compensation, whether specifically indicated in the Contract Documents or not.
- D. The CONTRACTOR shall comply with all county, state, federal, and other codes which are applicable to the proposed construction work.

1.03 GENERAL DESCRIPTION OF WORK TO BE PERFORMED

- A. The Work included in the Contract shall be as described in the Contract Documents.
- B. All work shall be done as described in the Specifications and as shown on the Drawings, complete, tested and ready for use.

1.04 WORK SEQUENCE

- A. All work to be done under the Contract shall be done with minimum inconvenience to the OWNER. The CONTRACTOR shall coordinate his work with the Owner such that existing drainage, water service, electrical service and sewer service are maintained at all times.

1.05 CONSTRUCTION AREAS

- A. CONTRACTOR shall limit his use of the construction areas for Work and for storage, to allow for:

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1. Work by other contractors.
 2. OWNER use.
- B. Coordinate use of work site under direction of ENGINEER.
- C. Assume full responsibility for the protection, security and safekeeping of products under this Contract stored on the site.
- D. Move any stored products, under CONTRACTOR'S control which interfere with operations of the OWNER or other contractors.
- E. Obtain and pay for the use of additional storage or work areas needed for operations.

1.06 OWNER OCCUPANCY

- A. OWNER will have full access to all existing facilities during the entire period of construction. Cooperate with ENGINEER in all construction operations to minimize conflict and to facilitate OWNER usage.
- B. CONTRACTOR shall at all times conduct his operations as to insure the least inconvenience to the general public.

1.07 PLANS AND SPECIFICATIONS

- A. Specifications: The Technical Specifications consist of three parts: General, Products, and Execution. The General section contains general requirements which govern the work. The Products and Execution sections modify and supplement these by detailed requirements of the work and shall always govern whenever there appears to be a conflict.
- B. Intent:
1. All work called for in the Specifications applicable to the Contract but not shown on the Plans in their present form or vice versa shall be of like effect as if shown or mentioned in both. Work not specified in either the Plans or in the Specifications but involved in carrying out their intent or in the complete and proper execution of the work is required and shall be performed by the CONTRACTOR as though it were specifically delineated or described at the CONTRACTOR'S expense.
 2. The apparent silence of the Specifications as to any detail, or the apparent omission from them of a detailed description concerning any work to be done and materials to be furnished, shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used, and interpretation of these Specifications shall be made upon that basis.
- C. Conflict between Drawings and Specifications. Where an obvious conflict exists between the Plans and Specifications, the ENGINEER shall decide which governs and the CONTRACTOR shall comply with the decision. Such decision shall not be grounds for additional payment to the CONTRACTOR, i.e., the CONTRACTOR shall include the price of the most expensive alternative in his bid.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 – GENERAL

1.01 Scope of Work

- A. Lump Sum Contract Basis: Payment of the lump sum established in the Bidding and Contract Documents for the Auditorium Floor Renovation at the Jackie Dole Sherrill Community Center, shall be full compensation for furnishing and/or installing all labor, materials, equipment and incidentals required to complete the work as specified and indicated in the Contract Documents.
- B. Alternates: None.
- C. Schedule of Values: The schedule of unit prices submitted in accordance with Section 01026 are subject to approval and acceptance by the OWNER. If acceptable, the unit prices will be used as the basis for adjustment of the Contract price in the event that the Scope of Work is expanded or reduced.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01026

SCHEDULE OF VALUES

PART 1 GENERAL

1.01 Requirements Included

The Schedule of Values is an itemized list that establishes the value or cost of each part of the work as defined in the Contract Documents. It shall be used as the basis for preparing progress payments and may be used as a basis for negotiations concerning additional work or credits which may arise during the construction. Quantities and unit prices shall be included in the schedule when approved by the ENGINEER.

1.02 Preparation

- A. The form for the Schedule of Values shall be a copy (or copies) of the EJCDC C-620 (2007 ed.), page 2.
- B. Schedule shall show breakdown of labor, materials, equipment and other costs used in preparation of the Bid.
- C. Costs shall be in sufficient detail to indicate separate amounts within each Section of the Specifications.
- D. CONTRACTOR may include items for bond, insurance, temporary facilities and job mobilization within the mobilization bid item.
- E. Schedule of Values shall be prepared on 8-1/2 inch by 11 inch white paper.
- F. Use Table of Contents of the Specifications as basis for Schedule format and identify each item with an Item Number and respective description. List sub-items of major products or systems as appropriate.
- G. Item Numbers shall be sequential from beginning to end, regardless of Section No.
- H. When requested by ENGINEER, support values with data that will substantiate their correctness.
- I. The sum of the individual Scheduled Values shown on the Schedule of Values must equal the total Contract Price.
- J. The manner in which overhead and profit are shown shall be supported by the ENGINEER.
- K. Schedule shall show the purchase and delivery costs for materials and equipment that the CONTRACTOR anticipates he shall request payment for prior to their installation.

1.03 Submittal

Submit two copies of Schedule to ENGINEER for approval at least 20 days prior to submitting first application for a progress payment. After review by ENGINEER, revise and resubmit Schedule as required until it is approved.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01027

APPLICATIONS FOR PAYMENT

PART 1 GENERAL

1.01 Requirements Included

Submit Applications for Payment to the ENGINEER in accordance with the General Conditions and in the form required by the OWNER.

1.02 Format and Data Required

- A. Submit Applications for Payment typed with itemized values on form EJCDC C-620 (Contractor's Application For Payment).
- B. Provide detailed substantiating data on additional sheets, including paid invoices where applicable.
- C. Provide additional pages of the itemized values as needed.
- D. Complete all applicable items on Page 1 and all Columns (A-G) on Page 2.
- E. Applications for Payment that are incomplete will be returned to the Contractor.

1.03 Preparation of Application for Progress Payments

- A. Application Form:
 - 1. Fill in required information, including that for Change Orders executed prior to date of submittal of application.
 - 2. Fill in summary of dollar values to agree with respective totals indicated on continuation sheets.
 - 3. Execute certification with signature of a responsible officer of the CONTRACTOR.
- B. Continuation Sheets:
 - 1. Fill in total list of all scheduled component items of work, with item number and scheduled dollar value for each item.
 - 2. Fill in dollar value in each column for each scheduled line item when work has been performed or products stored. Round off values to the nearest dollar or as specified for Schedule of Values.
 - 3. List each Change Order executed prior to date of submission by Change Order Number and description.
 - 4. To receive payment for materials stored on site, submit copies of the original paid invoices with the application for payment.

1.04 Substantiating Data for Progress Payments

- A. Provide substantiating data containing suitable information for review of costs requested

with the applications for progress reports identifying:

1. The payment item to which the substantiating data applies.
 2. Application number and date.
 3. Detailed list of enclosures.
 4. For stored materials:
 - a. Item number and identification as shown on application.
 - b. Description of specific material and invoice of delivered material.
 - c. Consolidated inventory of stored materials showing:
 - (1) Materials received.
 - (2) Materials used.
 - d. Additional stored materials may not be claimed upon reaching 75% completion of the total project.
 - e. Stored Materials shall be inventoried jointly prior to each pay request.
- B. Submit one copy of data for each copy of application for payment.
- C. The CONTRACTOR is to maintain an updated set of record drawings in accordance with Section 01720. As a prerequisite for monthly progress payments, the CONTRACTOR is to exhibit the updated record drawings for review by the OWNER and the ENGINEER.

1.05 Preparation of Application for Final Payment

- A. Fill in application form as specified for progress payments.
- B. Use continuation sheet for presenting the final statement of accounting.

1.06 Submittal Procedure

- A. Submit applications for payment to the ENGINEER at the times stipulated in the General Conditions.
- B. Initially a pencil draft application shall be informally submitted to the ENGINEER who shall review the draft with the CONTRACTOR and make adjustments as appropriate. The CONTRACTOR shall then prepare a formal typed application using the informally approved amounts and submit six (6) complete sets to the ENGINEER.
- C. When the ENGINEER finds the application properly completed and correct, as informally approved, he will transmit it to the OWNER for payment with a copy to the CONTRACTOR.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01041

PROJECT COORDINATION

PART 1 GENERAL

1.01 WORK PROGRESS

The CONTRACTOR shall furnish personnel and equipment which will be efficient, appropriate, and large enough to secure a satisfactory quality of work and a rate of progress which will insure the completion of the work within the time stipulated in the contract. If at any time such personnel appear to the ENGINEER to be inefficient, inappropriate, or insufficient for performing the quality of work required or for producing the rate of progress aforesaid, he may order the CONTRACTOR to increase the efficiency, change the character or increase the personnel and equipment, and the CONTRACTOR shall conform to such order at his own expense. Failure of the ENGINEER to give such order shall in no way relieve the CONTRACTOR of his obligations to perform the work at the specified quality and rate of progress.

1.02 FLOOR OPENINGS

All floor openings shall be adequately safeguarded by providing temporary barricades, caution signs, lights and other means to prevent accidents to persons and damage to property.

1.03 PROTECTION OF THE WORK AND THE EXISTING BUILDING

- A. All newly constructed work shall be carefully protected from injury in any way. No wheeling or walking or placing of heavy loads on it shall be allowed. All portions of the work injured shall be reconstructed by the CONTRACTOR at his own expense.
- B. All portions of the existing building not directly related to the work shall be protected in a suitable manner. Should any parts of the building become damaged during the work, all such damaged items shall be completely repaired and made good by the CONTRACTOR at his own expense and to the satisfaction of the ENGINEER. If, in the final inspection of the work, any defects, faults or omissions are found, the CONTRACTOR shall cause the same to be repaired or removed and replaced by proper materials and workmanship without extra compensation for the materials and labor required. Further, the CONTRACTOR shall be fully responsible for the satisfactory maintenance and repair of the construction and other work undertaken herein for at least the guarantee period described in the Contract.
- C. The CONTRACTOR is responsible for the security of all equipment, material, tools, machinery, supplies and related items for the work.

1.04 UTILITIES

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- A. Utilities for the purpose of these specifications shall be considered as including, but not limited to: pipelines, conduits, cables, transmission lines, gas lines, and appurtenances; storm drains and sanitary sewers; hvac and related mechanical items.
 - B. The Contractor shall notify the Owner and the proper authority of the utility involved when relocation of these lines is required. The Contractor shall coordinate all work by the utility so that the progress of construction will not be hampered.
 - C. The Contractor shall assume full responsibility for the protection of all utilities, whether or not they are shown on the Drawings. The Contractor shall carefully support and protect all such utilities from damage of any kind. Any damage resulting from the Contractor's work shall be repaired by the Contractor at his/her expense..
 - D. The Contractor(s) may use the on-site electrical, water & toilet facilities for project-related requirements without cost.
 - E. The Owner reserves the right to discontinue providing such services at his/her discretion. If such services are discontinued, the Contractor shall provide such services at no additional cost to the Owner.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01200
PROJECT MEETINGS

PART 1 GENERAL

1.01 Requirements Included

- A. The ENGINEER shall schedule and administer a preconstruction meeting, construction progress meetings, and specially called meetings throughout the progress of the work. The ENGINEER will:
 - 1. Prepare agenda for meetings.
 - 2. Make physical arrangements for meetings.
 - 3. Preside at meetings.
 - 4. Record the minutes; include significant proceedings and decisions.
 - 5. Reproduce and distribute copies of minutes.
- B. The CONTRACTOR and representatives of, where appropriate, subcontractors and suppliers shall attend meetings. The representative shall be qualified and authorized to act on behalf of the entity each represents.
- C. The CONTRACTOR shall attend and identify at the meetings the actual status of the Contract Work and, when the Work is not being performed consistently with the Contract Documents and construction schedules, shall identify at the meetings the steps he is taking to resolve the inconsistency.

1.02 Pre-construction Meeting

- A. The CONTRACTOR shall participate in a preconstruction meeting to be held after the effective date of the Agreement and prior to the date of Notice to Proceed.
- B. The following are expected to be in attendance:
 - 1. OWNER'S Representative and other staff as appropriate.
 - 2. ENGINEER and his professional consultants as appropriate.
 - 3. CONTRACTOR's Representative and Construction Superintendent.
 - 4. Subcontractor's representative and construction superintendent.
 - 5. Utility representatives as appropriate.
 - 6. Others as appropriate.
- C. The following matters are expected to be addressed:
 - 1. Distribution and discussion of:
 - a. List of major subcontractors.
 - b. Project construction schedules.
 - 2. Critical work sequencing.
 - 3. Project Coordination.
 - 4. Designation of responsible personnel.
 - 5. Procedures and processing of:

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- a. Field decisions.
 - b. Proposal requests.
 - c. Submittals.
 - d. Change Orders.
 - e. Applications for Payment.
 6. Distribution of Contract Documents.
 7. Procedures for maintaining Record Documents.
 8. Use of premises:
 - a. Office, work and storage areas.
 - b. OWNER'S requirements.
 9. Construction facilities, controls and construction aids.
 10. Temporary utilities.
 11. Housekeeping procedures.
 12. Insurance certifications.
 13. Liquidated damages for delay.
 14. Laboratory testing of material requirements.

1.03 Construction Progress Meetings

- A. At least one construction progress meeting will be held at approximately the mid-point of construction.
- B. Special construction progress meetings will be held as determined by the Owner or Engineer.
- C. The following are expected to be in attendance:
 1. OWNER Representative and other staff as appropriate.
 2. The ENGINEER.
 3. CONTRACTOR's Representative and/or construction Superintendent.
 4. Subcontractors as appropriate.
 5. Suppliers as appropriate.
 6. Others as appropriate.
- D. The following matters are expected to be addressed:
 1. Review and approve minutes of previous meeting.
 2. Review of work progress.
 3. Field observations, problems, conflicts.
 4. Problems which impede Construction Schedule.
 5. Review of off-site fabrication, delivery schedules.
 6. Corrective measures and procedures to regain Construction Schedule.
 7. Revisions to Construction Schedule.
 8. Progress and schedule during succeeding work period.
 9. Payment applications and processing.
 10. Submittals.
 11. Maintenance of quality standards.
 12. Changes, substitutions, and Change Orders.
 13. Review proposed changes for:
 - a. Effect on Construction Schedule and completion date.
 - b. Effect on other contracts of the Project.
 14. Other matters as appropriate.

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15. Record drawings.
- E. The CONTRACTOR shall be prepared to discuss the above topics and to make commitments for resolving deficiencies.
- F. The CONTRACTOR shall provide a current submittal log at each progress meeting in accordance with Section 01340.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01340

SHOP DRAWINGS, PROJECT DATA, AND SAMPLES

PART 1 GENERAL

1.01 Requirements Included:

- A. The Contractor shall submit to the Engineer for review and exception, if any, such working drawings, shop drawings, test reports and data on materials and equipment (hereinafter in this article called data), and material samples (hereinafter in this article called samples) as are required for the proper control of work, including but not limited to those working drawings, shop drawings, data and samples for materials and equipment specified elsewhere in the Specifications and in the Contract Drawings.
- B. Within fifteen (15) calendar days after the Effective Date of the Agreement, the Contractor shall submit to the Engineer a complete list of preliminary data on items for which Shop Drawings are to be submitted. Included in this list shall be the names of all proposed manufacturers furnishing specified items. Review of this list by the Engineer shall in no way relieve the Contractor from submitting complete shop drawings, data, and samples in accordance with the Specifications. This procedure is required in order to expedite final review of Shop Drawings.
- C. The Contractor is to maintain an accurate updated submittal log and will bring this log to each scheduled progress meeting. This log should include the following items:
 - 1. Submittal Description and Number assigned.
 - 2. Date to Engineer.
 - 3. Date returned to Contractor (from Engineer).
 - 4. Status of Submittal (No exceptions taken, returned for confirmation or resubmittal, rejected).
 - 5. Date of Resubmittal and Return (as applicable).
 - 6. Date material released (for fabrication).
 - 7. Projected date of fabrication.
 - 8. Projected date of delivery to site.
 - 9. Status of O&M manuals submittal.

1.02 Contractor's Responsibility

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- A. It is the duty of the Contractor to check all drawings, data and samples prepared by or for him before submitting them to the Engineer for review. Each and every copy of the Drawings and data shall bear Contractor's stamp showing that they have been so checked. Shop drawings submitted to the Engineer without the Contractor's stamp or evidence that the Contractor has not performed the required review will be returned to the Contractor for conformance with this requirement. Shop drawings shall indicate any deviations in the submittal from requirements of the Contract Documents.
- B. Determine and verify:
1. Field measurements.
 2. Field construction criteria.
 3. Catalog numbers and similar data.
 4. Conformance with Specifications and indicate all variances from the Specifications.
- C. The Contractor shall furnish the Engineer a schedule of Shop Drawing submittals fixing the respective dates for the submission of shop and working drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment. This schedule shall indicate those that are critical to the progress schedule.
- D. The Contractor shall not begin any of the work covered by a drawing, data, or a sample returned for correction until a revision or correction thereof has been reviewed and returned to him by the Engineer with no exceptions taken.
- E. The Contractor shall submit to the Engineer all drawings and schedules sufficiently in advance of construction requirements to provide no less than twenty-one (21) calendar days for checking and appropriate action from the time the Engineer receives them.
- F. The Contractor shall submit five (5) copies of shop drawings and descriptive or product data submittal to complement shop drawings to the Engineer which will be retained for his use.
- G. The Contractor shall be responsible for and bear all cost of damages which may result from the ordering of any material or from proceeding with any part of work prior to the completion of the review by Engineer of the necessary shop drawings.
- H. The Contractor shall utilize a Sequential Numbering System for submittals (1-999). Resubmittals or confirming material shall be assigned a letter next to the submittal number, i.e. A= second submittal, B= third submittal, etc.
- I. Submittals shall include a certified statement of compliance to the requirements detailed in the specifications in addition to other submittal requirements. This certification shall be prepared by the manufacturer and not the local supplier. Validity of the authority and position of the person signing the certification shall be verified by a Notary Public. The statement of compliance shall address each point of conformance contained in the governing specifications with definite comments of either compliance or non-compliance. Statements

of non-compliance with points of conformance shall be accompanied by a statement of justification as to the reason for non-conformance and why the non-complying feature is considered to be either equal to or better than the specified feature. The Engineer will use the certified statement of compliance in his evaluation of the submittal rendering a judgment as to equality to the specified product and issuing a statement as to whether the product is acceptable for or rejected from incorporation into the work.

- J. When a manufacturer named in the controlling specification is chosen to supply a product and the details of manufacture, size, and installation are shown on this standard catalog cut sheets, the manufacturer may submit the certified statement of compliance as detailed above along with installation details specific to the work such as laying schedules, etc. as required, deleting the standardized catalog data.

1.03 Engineer's Review of Shop Drawings

- A. The Engineer's review of drawings, data and samples submitted by the Contractor will cover only general conformity to the Specifications, external connections, and dimensions which affect the installation.
- B. The review of drawings and schedules will be general, and shall not be construed:
 - 1. as permitting any departure from the Contract requirements;
 - 2. as relieving the Contractor of responsibility for any errors, including details, dimensions, omissions and materials;
- C. If the drawings or schedules as submitted describe variations per subparagraph (1.04.D), and show a departure from the Contract requirements which Engineer finds to be in the best interest of the Owner and to be so minor as not to involve a change in Contract Price or Time, The Engineer may return the reviewed Drawings without noting any exception.
- D. When reviewed by the Engineer, each of the shop drawings will be identified as having received such review being so stamped and dated. Shop Drawings stamped "NOT APPROVED" and with required corrections shown will be returned to the Contractor for correction and resubmittal.
- E. Resubmittals will be handled in the same manner as first submittals. The Contractor shall direct specific attention to revisions other than the corrections requested by the Engineer on previous submissions by written details or markings on the resubmitted Shop Drawings. The Contractor shall make any corrections required by the Engineer.
- F. If the Contractor considers any correction indicated on the Drawings to constitute a change to the Contract Drawings or Specifications, the Contractor shall give written notice thereof to the Engineer.
- G. The Engineer will review a submittal/resubmittal a maximum of three times after which cost of review will be borne by the Contractor. The cost of engineering shall be equal to the Engineer's charges to the Owner under the terms of the Engineer's agreement with the Owner.

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- H. When the Shop Drawings have been completed to the satisfaction of the Engineer, the Contractor shall carry out the construction in accordance therewith and shall make no further changes therein except upon written instructions or approval from the Engineer.
 - I. No partial submittals will be reviewed. Submittals not complete will be returned to the Contractor, and will be considered "NOT APPROVED" until resubmitted.

1.04 SHOP DRAWINGS

- A. Shop drawings shall be complete and detailed.
- B. Drawings and schedules shall be checked and coordinated with the work of all trades involved, before they are submitted for review by the Engineer and shall bear the Contractor's stamp of approval as evidence of such checking and coordination. Drawings or schedules submitted without this stamp of approval shall be returned to the Contractor for resubmission.
- C. Each shop drawing shall have a blank area 3-1/2 inches by 3-1/2 inches, located adjacent to the title block. The title block shall display the following:
 - 1. Number and title of the drawing.
 - 2. Date of drawing or revision.
 - 3. Name of project building or facility.
 - 4. Name of contractor and subcontractor submitting drawing.
 - 5. Clear identification of contents and location of the work.
 - 6. Specification number and title.
- D. If Drawings show variations from Contract requirements because of standard Shop practice or other reasons, the Contractor shall describe such variations in his letter of transmittal. If acceptable, proper adjustment in the Contract shall be implemented where appropriate. If the Contractor fails to describe such variations, he shall not be relieved of the responsibility for executing the work in accordance with the Contract, even though such Drawings have been reviewed.
- E. Data on materials and equipment include, without limitation, materials and equipment lists, catalog data sheets, cuts, performance curves, diagrams, materials of construction and similar descriptive material as required. Materials and equipment lists shall give for each item thereon the name and location of the supplier or manufacturer, trade name, catalog reference, size, finish, and all other pertinent data.
- F. The Contractor shall provide a list including the equipment name, address, and telephone number of the manufacturer's representative and service company so that service and/or spare parts can be readily obtained for all mechanical and electrical equipment furnished.

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- G. All manufacturers or equipment suppliers who proposed to furnish equipment or products shall submit an installation list to the Engineer along with the required Shop Drawings. The installation list shall include at least five installations where identical equipment has been installed and has been in operation for a period of at least one (1) year.
 - H. Only the Engineer will utilize the color red in marking Shop Drawing submittals.
 - I. Before final payment is made, the Contractor shall furnish to Engineer five (5) sets of record shop drawings all clearly revised, complete and up to date showing the permanent construction as actually made for all reinforcing and structural steel, miscellaneous metals, process and mechanical equipment, yard piping, electrical system and instrumentation system.

1.05 Working Drawings

- A. Working drawings shall be considered to mean the Contractor's plans for temporary structures.
- B. Copies of working drawings as noted in subparagraph 1.02, shall be submitted to the Engineer where required by the Contract Documents or requested by the Engineer, and shall be submitted at least thirty (30) calendar days (unless otherwise specified by the Engineer) in advance of their being required for work.
- C. The Engineer will not review working drawings but shall use them as information to monitor the work performed by the Contractor.

1.06 Samples

- A. The Contractor shall furnish for the review of the Engineer samples required by the Contract Documents or requested by the Engineer. Samples shall be delivered to the Engineer as specified or directed and the Contractor shall prepay all shipping charges. Materials or equipment for which samples are required shall not be used in work until reviewed by the Engineer.
- B. Samples shall be of sufficient size and quantity to clearly illustrate:
 - 1. Functional characteristics of the product, with integrally related parts and attachment devices.
 - 2. Name of Contractor and Subcontractor
 - 3. Material or Equipment represented
 - 4. Place of Origin
 - 5. Name of Producer and Brand (if any).
 - 6. Location in Project

(Samples of finished materials shall have additional marking that will identify them under the finished schedules.)

- C. The Contractor shall prepare a transmittal letter in triplicate for each shipment of samples containing the information required in subparagraph 1.06B above. He shall enclose a copy of this letter with the shipment and send a copy of this letter to the Engineer under separate cover and the remaining copy shall be for the Contractor's records. Review of a sample shall be only for the characteristics or use named and shall not be construed to change or modify any Contract requirements.
- D. Reviewed samples not destroyed in testing shall be sent to the Engineer or stored at the site of the work. Reviewed samples of the hardware in good condition will be marked for identification and may be used in the work. Materials and equipment incorporated in work shall match the reviewed samples. Samples which failed testing or were rejected will be returned to the Contractor at his expense, if so requested at time of submission.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01600

MATERIAL AND EQUIPMENT

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Material and equipment incorporated into the Work shall:

- A. Conform to applicable specifications and standards.
- B. Comply with size, make, type, and quality specified to the greatest extent possible, detailing all aspects and providing explicit reasons for parameters not in compliance and specifically approved in writing by the Engineer.
- C. Manufactured and Fabricated Products:
 - 1. Design, fabricate, and assemble in accord with the best engineering and standard shop practices.
 - 2. Manufacture like parts of duplicate units to standard sizes and gauges, to be interchangeable.
 - 3. Two or more items of the same kind shall be produced, by the same manufacturer.
 - 4. Products shall be suitable for service conditions.
 - 5. Equipment capacities, sizes and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.
- D. Do not use material or equipment for any purpose other than that for which it is designed or is specified.

1.02 APPROVAL OF MATERIALS

- A. Only new materials and equipment shall be incorporated in the Work. All materials and equipment furnished by the Contractor shall be subject to the inspection and approval of the Engineer. No material shall be delivered to the Work without prior approval of the Engineer.
- B. The Contractor shall submit to the Engineer, data relating to materials and equipment he proposes to furnish for the work. Such data shall be in sufficient detail to enable the Engineer to identify the particular product along with references to the applicable section(s) of the specifications to form an opinion as to its conformity to the specifications. The data shall comply with Paragraph 1.06 of this Section.

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- C. Facilities and labor for handling and inspection of all materials and equipment shall be furnished by the Contractor. If the Engineer requires, the Contractor shall submit samples of materials for such special tests as may be necessary to demonstrate that they conform to the specifications. Such samples shall be furnished, stored, packed, and shipped as directed at the Contractor's expense. Except as otherwise noted, the Contractor will make arrangements for and pay for the tests. Where such tests confirm compliance with the specifications, the Owner will reimburse the actual charges of the testing firm paid by the Contractor.
 - D. Contractor shall submit data and samples sufficiently early to permit consideration, approval, manufacture, and delivery of materials before they are necessary for incorporation in the work. Any delay of approval resulting from the Contractor's failure to submit samples or data promptly shall not be used as a basis of claim against the Owner or the Engineer.
 - E. The materials and equipment used in the Work shall correspond to the approved samples or other data.

1.03 MANUFACTURER'S INSTRUCTIONS FOR INSTALLATION

- A. When Contract Documents require that installation of the Work shall comply with manufacturer's printed instructions, obtain and distribute copies of such instructions to parties involved in the installation, including five copies to the Engineer. One complete set of the installation instructions shall be available for use on the job site during and through completion of the Work.
- B. Handle, install, connect, clean, condition and adjust products as required by the manufacturer's instructions and in conformity with specified requirements.
 - 1. Should the specified requirements conflict with the manufacturer's instructions, the manufacturer's instructions shall have priority unless changes are authorized in writing by the manufacturer.
 - 2. Should job conditions conflict with the manufacturer's instructions, consult with the manufacturer for clarification.
 - 3. Clarifications of installation instructions shall be issued only by the manufacturer, shall be in writing, and shall be distributed to all parties involved in the installation as stated above and prior to alteration of the installation procedures.
 - 4. Do not proceed with the Work without clear instructions concerning the specific installation procedures.
- C. Do not omit any preparatory step or installation procedure unless specifically modified or exempted by the manufacturer.

1.04 TRANSPORTATION AND HANDLING

- A. Arrange deliveries of Products as required by the currently approved construction schedule coordinating each delivery to avoid conflict with other work and conditions at the site.
 - 1. Deliver Products in a undamaged condition, in the manufacturer's original containers

or packaging and with identifying labels intact and legible.

2. Prior to accepting delivery, inspect shipments to assure compliance with approved submittal, and that the Products have been properly protected and are undamaged.
- B. Provide equipment and personnel to handle Products preventing soiling or damage to the Products or their protective packaging.

1.05 STORAGE AND PROTECTION

- A. Store Products in accord with manufacturer's instruction, with seals and labels intact and legible.
1. Store products subject to damage by the elements in weathertight enclosures.
 2. Maintain temperature and humidity within the ranges required by manufacturer's instructions.
 3. Store fabricated products above the ground, on blocking or skids, prevent spoiling, staining or corrosion. Cover products which are subject to deterioration with impervious sheet coverings and provide adequate ventilation to avoid condensation.
 4. Store loose granular materials in a well-drained area on solid surfaces to prevent mixing with foreign matter.
- B. All materials and equipment to be incorporated in the Work shall be handled and stored in a manner to prevent warping, twisting, bending, breaking, chipping, rusting, and other injury, theft or damage.
- C. Cement and lime shall be stored under a roof and off the ground and shall be kept completely dry at all times. All miscellaneous steel, structural steel and reinforcing steel shall be stored off the ground, kept free of accumulations of dirt and grease, and in areas free of standing water to minimize rusting. Precast concrete sections shall be handled and stored in a manner to prevent staining, chipping or cracking. Brick, block and similar masonry products shall be handled and stored in a manner to reduce staining, breaking, chipping, cracking, and spalling.
- D. All materials which, in the opinion of the Engineer, have become so damaged as to be unfit for the use intended, including aesthetics, shall be promptly removed from the site of the work.
- E. Arrange storage in a manner to provide easy access for inspection. Make periodic inspections and exercise or rotate moving parts of stored products as required by the manufacturer to assure that products are maintained under specified conditions and free from damage or deterioration.
- F. Provide substantial coverings as necessary to protect installed products from damage caused by traffic and subsequent construction operations. Remove the protective covering when no longer needed.

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- G. The Contractor shall be responsible for all material, equipment, and supplies sold and delivered to the Owner under this Contract until final inspection of the Work and acceptance thereof by the Owner. In the event any such material, equipment, and supplies are lost, stolen, damaged, or destroyed prior to final inspection and acceptance they shall be replaced by the Contractor.
- H. Should the Contractor fail to take proper action to properly store and handle equipment supplied under this Contract, the Owner retains the right to notify the Contractor in writing of the deficiencies, to correct all deficiencies and deduct the cost associated with these corrections from the contractor's Contract. These costs may be comprised of expenditures for labor, equipment usage, administration, clerical, engineering and any other costs associated with making the necessary corrections.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01630

SUBSTITUTIONS

PART 1 GENERAL

1.01 General

Requests for review of a substitution shall conform to the requirements of Article 6.05 of the General Conditions and shall contain complete data substantiating compliance of proposed substitution with Contract Documents.

1.02 Substitutions

- A. During a period of 30 days after execution of Contract, ENGINEER will consider written requests from CONTRACTOR for substitution of products or construction methods (if specified).
 - 1. After end of specified period, requests will be considered only in case of unavailability of products or other conditions beyond control of CONTRACTOR.
 - 2. If the CONTRACTOR proposes to use products other than named manufacturers in the technical Specification, the ENGINEER reserves the right to require the CONTRACTOR to submit information within the first 30 days after the NOTICE TO PROCEED verifying that the proposed equipment will comply with the Specifications.
- B. Requests for review of a substitution shall conform to the requirements of Article 6.05 of the General Conditions, and shall contain complete data substantiating compliance of proposed substitution with the Contract Documents.
- C. In making request for substitution, CONTRACTOR represents:
 - 1. CONTRACTOR has investigated proposed product or method, and determined that it is equal or superior in all respects to that specified.
 - 2. CONTRACTOR will provide the same or better warranties or bonds for proposed substitution as for product or method specified.
 - 3. CONTRACTOR waives all claims for additional costs or extension of time related to proposed substitution that subsequently may become apparent.
- D. Proposed substitutions will not be accepted if:
 - 1. They are only shown or implied on the Shop Drawings.
 - 2. Acceptance will require substantial revision of Contract Documents.
 - 3. They will change design concepts or Specifications.
 - 4. They will delay completion of the Work, or the work of other contractors.
- E. The ENGINEER will determine whether substitute brands or products are equal to those specified in the Contract Documents. No substitute will be ordered or installed without the ENGINEER'S prior written acceptance.
- F. The OWNER may require CONTRACTOR to furnish at CONTRACTOR'S expense a

special performance guarantee or other surety with respect to any substitute.

- G. If the ENGINEER determines that a proposed substitute is not equal to that specified or described in the Drawings or Specifications, CONTRACTOR shall furnish one of the brands or products specified or described, at no additional cost to the OWNER.
- H. Engineering Costs:
1. The ENGINEER will record all time required in evaluating substitutions proposed by CONTRACTOR and in making any change in the Drawings or Specifications occasioned thereby. Whether or not the ENGINEER accepts a proposed substitute CONTRACTOR will reimburse the OWNER for the actual cost of the ENGINEER for evaluating any proposed substitute which either does not meet the requirements of the Drawings and Specifications, or the acceptance of which would require changes to other portions of the Work.
 2. CONTRACTOR shall reimburse OWNER for all associated engineering costs, including redesign, additional shop drawing reviews, investigations, consultant fees and revision of the Contract Documents required because of the substitution.
- I. The time required by the ENGINEER to evaluate and either accept or reject proposed substitutes is included in the Contract Time and no extension of the Contract Time shall be allowed therefore.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01710

CLEANING

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Cleaning shall include daily "policing" of the work and surrounding areas to clear general debris waste paper, wood scraps, broken concrete, loose riprap, and other objectionable material along with the final cleanup of site(s) required for project acceptance. **DAILY CLEANUP IS REQUIRED.**

1.02 DISPOSAL REQUIREMENTS

Conduct cleaning and disposal operations to comply with codes, ordinances, regulations, and anti-pollution laws.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 DURING CONSTRUCTION

- A. Execute daily cleaning to keep the Work, the site and adjacent properties, free from accumulations of waste materials, rubbish and windblown debris, resulting from construction operations.
- B. Provide onsite containers for the collection of waste materials, debris and rubbish. All waste materials including containers, food debris and other miscellaneous materials must be disposed of daily in onsite containers.
- C. Remove demolished materials, waste, debris and rubbish from the site periodically and dispose of at legal disposal areas away from the site.

3.02 FINAL CLEANING

- A. Employ skilled workmen for final cleaning.
- B. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials from sight-exposed interior and exterior surfaces.
- C. Broom clean exterior paved surfaces and rake clean other surfaces of the grounds impacted by the work.
- D. Prior to final completion or Owner occupancy, Contractor shall conduct an inspection of sight-exposed interior and exterior surfaces and all work areas to verify that the entire Work is clean.

*** * END OF SECTION * ***

SECTION 01720
PROJECT RECORD DOCUMENTS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Maintain at the site for the Owner one record copy of:

- A. Conformed Drawings.
- B. Conformed Specifications.
- C. Change Orders and other Modifications to the Contract.
- D. Engineer's Field Orders or written instructions.
- E. Approved Shop Drawings, Working Drawings and Samples.
- F. Field Test records.
- G. Construction photographs.
- H. Latest, Approved Progress Schedule.

1.02 MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. Store documents and samples in a manner and location to prevent damage.
 - 1. Provide files and racks for storage of documents.
 - 2. Provide secure storage space for storage of samples.
- B. File documents and samples in accordance with CSI section numbers.
- C. Maintain documents in a clean, dry, legible, condition and in good order. Do not use record documents for construction purposes.
- D. Make documents and samples available at all times for inspection by the Owner.
- E. As a prerequisite for monthly progress payments, the Contractor is to exhibit the currently updated "record documents" for review by the Owner.

1.03 MARKING DEVICES

Provide felt tip marking pens for recording information in the color code designated by the Owner.

1.04 RECORDING

- A. Label each document "PROJECT RECORD" with rubber stamp.
- B. Record information concurrently with construction progress and do not conceal any work until required information is recorded.
- C. Legibly mark drawings to record actual construction (as-built drawings):
 - 1. The Contractor shall use the following color code in marking Contract Drawings:
 - a. Yellow for no change.
 - b. Red to indicate additions, deletions and changes.
 - 2. Elevations of various structure elements in relation to elevation datum.
 - a. Elevations referenced to control points established by the Owner's agent.
 - b. Specifically, elevations of drainage culvert inverts, ditch grades, top of roadway and driveway curbs, bridges, etc.
 - 3. Location of internal utilities and appurtenances concealed in the construction by referencing to visible and accessible features of the structure.
 - 4. Field changes of dimension and detail.
 - 5. Changes made by Field Order or by Change Order.
 - 6. Details not on original contract drawings.
- D. Specifications and Addenda; Legibly mark each Section to record:
 - 1. Manufacturer, trade name, catalog number, and Supplier of each Product and item of equipment actually installed.
 - 2. Changes made by Field Order or by Change Order.
- E. Shop Drawings (with Engineer's review stamp).
- F. Construction photographs (electronic copies on dvd):
 - 1. Minimum 4 photos (2 @ N. wall, 2 @ S. wall) of floor framing repair (prior to wood flooring installation,
 - 2. Minimum 2 photos (1 @ N. wall, 1 @ S. wall) of finished wood flooring and base

trim,

3. Minimum 3 photos (1 @ N. door threshold, 1 @ S. door threshold, 1 @ W. door threshold)

1.05 SUBMITTAL

- A. At Contract close-out, deliver Record Documents to the Owner.
- B. Accompany submittal with transmittal letter in duplicate, containing:
 1. Date.
 2. Project title and number.
 3. Contractor's name and address.
 4. Title and number of each Record Document.
 5. Signature of Contractor or his authorized representative.
- C. At Contract close-out, deliver a copy of the as-built drawings to the Engineer.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01740

WARRANTIES AND BONDS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Compile specified warranties and bonds, as in Articles 5 and 13 of the General Conditions.
- B. Co-execute submittals when so specified.
- C. Review submittals to verify compliance with Contract Documents.
- D. Submit to the Owner for review.

1.02 SUBMITTAL REQUIREMENTS

- A. Assemble and include warranties, bonds and service and maintenance contracts, executed by each of the respective manufacturers, couplers, and subcontractors including effective dates.
- B. Number of original signed copies required. Two (2) each.
- C. Table of Contents. Neatly typed in orderly sequence. Provide complete information for each item.
 - 1. Product or work item.
 - 2. Firm, with name of principal, address and telephone number.
 - 3. Scope.
 - 4. Date of beginning warranty, and bond.
 - 5. Duration of warranty.
 - 6. Provide information for Owner's personnel:
 - a. Proper procedure in case of failure.
 - b. Instances which might affect the validity of warranty or bond.
 - 7. Contractor, name of responsible principal, address and telephone number.

1.03 FORM OF SUBMITTALS

- A. Prepare in duplicate packets.
- B. Format:
 - 1. Size 8-1/2-inches x 11-inches, punch sheets for standard 3-post binder.
 - 2. Cover: Identify each packet with typed or printed title "WARRANTIES AND BONDS." List:
 - a. Title of Project.
 - b. Name of Contractor.
- C. Binders: Commercial quality, three-post binder, with durable and cleanable plastic covers and maximum post width of 2-inches, "D" ring.

1.04 WARRANTY SUBMITTAL REQUIREMENTS

- A. For all components of the work, unless stated otherwise in the specifications for each individual item of equipment, submit a written warranty from the manufacturer to replace promptly any component thereof which, in the sole opinion of the Engineer, has defects in design, workmanship, materials, or performance within a one (1) year period following the date of acceptance for operation (Substantial Completion) by the Owner. The manufacturer's warranty period shall be concurrent with the Contractor's for one (1) year, unless otherwise specified, commencing at the time of acceptance for operation (beneficial use) by the Owner and shall be read in conjunction with the Contractor's warranty which shall operate together to provide for replacement of defective components and restoration of proper operation. The Contractor shall be solely responsible for both warranties.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 06100
ROUGH CARPENTRY

PART 1 - GENERAL

1.01 WORK INCLUDED (unless specified in other Sections in the Contract Documents):

- A. Demolition of Wood Strip Flooring, Subflooring, and Trim.
- B. Structural and Non-Structural Dimension Lumber.
- C. Wood-Preservative-Treated Materials.
- D. Concealed Boards, Furring, Blocking and Shims.
- E. Fasteners, Joist Hangers and Other Connectors.
- F. Shoring, bracing and structural lifting.
- G. Adhesives.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 06200 – Finish Carpentry.
- B. Section 09550 – Wood Flooring.

1.03 REFERENCE STANDARDS

- A. MIL-V-13518C(1) Wood Preservative: Tetrachlorophenol and Pentachlorophenol, Surface Sealing Compound.
- B. AWP – American Wood Protection Association
- C. DOC PS 20 — American Softwood Lumber Standard, 2005.
- D. NDS — National Design Specification for Wood Construction, 2001 Edition.
- E. IBC – International Building Code, 2006 Edition.
- F. SPIB – Southern Pine Inspection Bureau, Grading Rules, 2002.

1.04 QUALITY ASSURANCE

- A. Rough Carpentry Lumber: Visible grade-mark of mill licensed by SPIB.
- B. Lumber grading rules and wood species shall be in conformance with PS 20. Materials furnished under this section shall comply with the grading rules of SPIB.

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- C. Identify all lumber by the mark of an approved testing and grading agency.
 - D. Testing: ASTM E-84, maximum 25 flame spread rating.
 - E. Preservative-treated products where specified shall be treated in accordance with AWPAs Standard U1 to the requirements of Use Category UC3.

1.05 SUBMITTALS

- A. Certification by preservative-treating plant stating conformance with AWPAs standards.
- B. Certification that all fasteners and anchors meet or exceed the requirements of the IBC.
- C. Data sheets for all manufactured connectors and specialty items.

1.06 DELIVERY, STORAGE AND HANDLING

- A. Do not deliver shop fabricated carpentry items until site conditions are adequate to receive the work.
- B. Protect items from weather and damage while in transit and storage at the site.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Lumber: PS 20; graded in accordance with established Grading rules:
 - 1. Non-structural: Standard grade (max. moisture content 15%).
 - 2. Structural joists: No. 2 grade (max. moisture content 19%).
 - 3. Posts and Beams: No. 2 grade (max. moisture content 19%).
 - 4. Subflooring: No. 2 grade (max. moisture content 14%).
- B. Nails, Spikes and Staples: Galvanized or corrosive-resistant finish:
 - 1. Unless more stringent requirements are noted in the Contract Documents, the size, type and quantity shall comply with the requirements of Table 2304.9.1 of the IBC.
- C. Bolts, Nuts, Washers, Lags, Pins, and Screws: Medium carbon steel; sized to suit application; galvanized or corrosive-resistant finish.
- D. Fasteners: Toggle bolt type for anchorage to hollow masonry. Expansion shield and lag bolt type for anchorage to solid masonry or concrete. Bolts or power activated type for anchorage to steel. Galvanized or similar corrosive finishes – all locations.
- E. Joist hangers, hurricane clips and other metal connectors: U.N.O. in the Contract Documents, provide galvanized connectors suitable for the members connected.
 - 1. Approved manufacturers are: Simpson, USP and Fastenal.
- F. Metal and/or wood shoring, bracing, lifting devices and appurtenances.

2.02 WOOD TREATMENT

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- A. Preservatives shall conform to AWP Standard U1.
 - B. All pressure-treated members shall bear the quality mark of an AWP certified inspection agency that maintains continuing supervision, testing and inspection over the quality of the preservative-treated wood.
 - C. Shop pressure treat and deliver to site ready for installation, wood materials requiring pressure impregnated preservatives.
 - D. Brush apply one coat of preservative treatment on wood with site-sawn ends. Allow preservative to cure prior to installing members.
 - E. All wood members (except subflooring) under this section shall be pressure treated.

PART 3 - EXECUTION

3.01 PREPARATION

- A. Provide barricades and other safety appurtenances.
- B. Relocate and/or temporarily disconnect existing utilities, drains, etc. as required to perform the work.
- C. Provide temporary shoring and bracing at floor joists.
- D. Remove existing trim and wood flooring – see Contract Drawings for extents.
 - 1. Owner retains first right of refusal on all demolished items.
- E. Remove rotted or damaged subflooring – see Contract Drawings for extents.
 - 1. Subflooring to be removed shall be removed to the next joint.
- F. Clean top of exposed joists, remove any remaining fasteners, etc. so as to provide a flat bearing surface.

3.02 INSTALLATION

- A. Raise joists as required in order to provide finish floor elevation that matches the original finish floor. Finish Floor should be level with a tolerance of 1/4" per 10 feet.
- B. Install saddle joist pieces, ledger beams and posts as indicated on the Contract Drawings.
- C. Install subflooring to match existing.
 - 1. U.N.O. install fasteners in accordance with IBC Table 2304.9.1.
 - 2. Subflooring planks shall bear on a minimum of three (3) joists.
 - 3. Install 2x supports as required (size to match existing framing) to provide end supports of subflooring (where needed but not indicated on the Contract Drawings).

3.03 CLEANING

- A. Clean all debris from the work in this section – see Section 01710.

****END OF SECTION****

SECTION 06200
FINISH CARPENTRY

PART 1 – GENERAL

1.01 DESCRIPTION

- A. Furnish and install materials related to millwork and other finish carpentry as specified in the contract documents. Install finish to all work in this section.
- B. Work Included:
 - 1. Baseboards.
 - 2. Quarter-round trim.
 - 3. Finishing of millwork.
 - 4. Flooring trim and edgework
 - 5. Metal thresholds
- C. Related Work Specified Elsewhere:
 - 1. Section 06100 – Rough Carpentry
 - 2. Section 09550 – Wood Flooring

1.02 QUALITY ASSURANCE

- A. Standards: The “Quality Standards” of the Architectural Woodwork Institute (AWI) shall apply and by reference are hereby made a part of this specification. Any reference to Premium, Custom, or Economy in this specification shall be as defined in the aforementioned standard. Any item not given a specific quality grade shall be Custom grade.
- B. Competence: The Millwork Manufacturer must be a qualified firm specializing in quality woodwork having a minimum of five years experience in the fabrication of Millwork similar to the work specified, approved by the Architect/Engineer.
- C. All metal finish products shall be from the same source. All wood finish products shall be from the same source.
- D. Comply with SSPC Volume 2, Systems & Specifications, Surface Preparation Guide & Paint Application Specifications.

1.03 REFERENCES

- A. ASTM E 84-01 – Standard Test Method for Surface Burning Characteristics of Building Materials; 1998.
- B. AHA A135.4-95 – Basic Hardboard; American Hardwood Association

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- C. AWI P-200 – Architectural Woodwork Quality Standards Illustrated; Architectural Woodwork Institute: latest edition.

1.04 SUBMITTALS

- A. Brochures and/or data sheets: Submit manufacturer's descriptive literature of specialty items not manufactured by the Millwork Manufacturer.
- B. Submit paint manufacturers data sheets and color chart or color samples for approval.

1.05 FIELD DIMENSIONS

- A. The Millwork Manufacturer is responsible for details and dimensions not controlled by job conditions and shall show on the shop drawings all required field measurements beyond his control. The Contractor and the Millwork Manufacturer shall cooperate to establish and maintain these field dimensions.

1.06 PRODUCT HANDLING

- A. The Contractor is responsible to ensure that millwork is not delivered until the building and storage areas are sufficiently dry so as to avoid damage by excessive changes in moisture. Deliver, store, and handle millwork in a manner to prevent damage and deterioration.
- B. Deliver all finish products to the job site in original and unopened containers bearing Manufacturer's name and product info and color.
- C. Storage of finish products on site shall be in accordance with OSHA and other governing regulations.

PART 2 – PRODUCTS

2.01 STANDARD AND RUNNING TRIM

- A. Interior AWI Grade: Custom
 - 1. Solid Wood: White Oak
 - 2. Substitution permitted per Section 01630.
- B. Approved finish product manufacturers:
 - 1. Sherwin Williams
 - 2. Benjamin Moore
 - 3. Farrell-Calhoun
 - 4. Glidden
- C. Finish product specifications:
 - 1. Semi-gloss.

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2. Vinyl-acrylic resin; no lead or mercury.
 3. Density: 10.6 lb/gal.
 4. VOC: 0.42 lb/gal (max.).
 5. Maximum Flame Spread 25 (per ASTM E-84).

2.02 METAL THRESHOLDS AND MISCELLANEOUS METAL TRIM

- A. Contractor shall replace existing aluminum thresholds with equivalent or better. Field verify as required.
- B. At both exterior doors, provide aluminum door bottom with vinyl insert similar to “PEM-P209AV36” by Pemko. Field verify existing door and new threshold will appropriately accept the door bottom. If not, notify Engineer with RFI.
- C. Replace all other metal thresholds with equivalent or better.

PART 3 – EXECUTION

3.01 MILLWORK FABRICATION

- A. Fabrication Workmanship: AWI Economy grade.
- B. For materials used which will be adjacent to concrete, treat with preservative, using standard 3 minute immersion treatment. Retreat all surfaces exposed by sawing, planning or boring with a liberal brush application of the same solution or by reimmersing.
- C. Seal all millwork items with one coat of pigmented type sealer for paint finish and clear sealer for transparent finish, unless factory finish has been applied, before shipping to job site.

3.02 PREPARATION

- A. Examine all grounds, stripping and blocking to enable securing of finish millwork. Do not install until all defects are corrected.
- B. Remove existing baseboards, wood trim, thresholds and other finish items not covered in other Sections.
- C. Remove and replace all deteriorated or defective blocking and backing with equivalent or better material.
- D. Clean surfaces to be painted or primed.
- E. Obtain field measurements as required.

3.03 INSTALLATION

- A. Install millwork with mitered ends at splice joints and at corners.

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- B. Fasten millwork to nailer/backing using corrosive-resistant finish nails. Baseboards shall be fastened at a maximum spacing of 48”.
 - C. Install paint in accordance with recommendations of paint manufacturer. Install prime coat followed by two finish coats. Sand and dust between coats.
 - D. Install thresholds and other trim as required to provide a finish that is equal or better than that of the finish work in its original condition.

3.04 CLEAN UP – See Section 01720.

END OF SECTION

SECTION 09550
WOOD FLOORING

PART 1 GENERAL

1.01 DESCRIPTION

- A. Section Includes:
 - 1. Solid strip wood flooring
 - 2. Finishing of solid strip wood flooring

1.02 RELATED WORK

- A. Section 06100 – Rough Carpentry
- B. Section 06200 – Finish Carpentry

1.03 SUBMITTALS

- A. Product Data: For each type of product indicated
- B. Shop Drawings: Show installation details, including location and layout of each type of wood and accessory.
- C. Samples: For each type of wood and accessory, with stain color and finish required, approximately 12 inches long and of same thickness and material indicated for the work. Include sample sets showing full range of normal color and texture variations expected.
- D. Certification of Flooring and Subflooring Acclimation: Submit certification that the flooring was acclimated prior to installation and was within acceptable moisture content as recommended by the NWFA.
- E. Maintenance: Upon completion of floor installation, the owner, or individuals in charge and responsible for the upkeep of the building are to be provided with care and maintenance instructions for the finished floor.

1.04 QUALITY ASSURANCE

- A. Installer Qualifications: An experienced installer who, within the past two years, has completed wood flooring work similar in material, design and extent to that indicated for this project, and whose work has resulted in wood flooring installations with a record of successful in-service performance.
- B. Source Limitations: Obtain each type of material and product from one source with

resources to provide materials and products of consistent quality in appearance and physical properties.

- C. Installation shall be per NWFA.

1.05 DELIVERY, STORAGE AND HANDLING

- A. Deliver wood materials in unopened cartons or bundles.
- B. Verify that the building is maintained at normal living conditions (for temperature and humidity).
- C. Upon delivery, check wood flooring moisture content. Acclimate to manufacturer's recommendations or as necessary according to geographical location and the jobsite location.

1.06 PROJECT CONDITIONS

- A. Conditioning: Maintain relative humidity planned for building occupants, and an ambient temperature between 65° and 75° Fahrenheit in spaces to receive wood flooring for at least seven days before installation, during installation and for at least seven days after installation. After post-installation period, maintain relative humidity and ambient temperature planned for building occupants.
1. For unfinished products, open sealed packages to allow wood flooring to acclimatize.
 2. Do not install wood flooring until it adjusts to the relative humidity of and is at the same temperature as the space where it is to be installed.
 3. Close spaces to traffic during flooring installation and for time period after installation recommended in writing by flooring and finish manufacturers.
- B. Install factory-finished wood flooring after other finish operations, including painting, have been completed.

1.07 WARRANTY

- A. Provide manufacturer's standard warranty in which manufacturer agrees to replace materials defective in quality and workmanship.
- B. Provide Contractor's standard one year warranty in which Contractor agrees to furnish, replace and finish materials that were installed in a manner not in compliance with the Contact Documents.

1.08 EXTRA MATERIALS

- A. Furnish extra materials described below, before installation begins, that match products

installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Wood Flooring: Equal to 1 percent of amount installed for each type and finish indicated.

PART 2 PRODUCTS

2.01 WOOD FLOORING

- A. Wood Material: Second and better white oak, $\frac{3}{4}$ " thick x $2\frac{1}{4}$ " wide, kiln dried, continuous tongue and groove end matched.
- B. Moisture Content of Wood: Not greater than 8% at the time of arrival at the site; between 8% to 10% when installed.

2.02 ACCESSORY MATERIALS

- A. Fasteners: 15 gauge epoxy-coated staples, $\frac{1}{2}$ " width x 2".
- B. Vapor retarder: 15 lb. felt (that meets ASTM D-4869).
- C. Floor Finish/Sealer: Two coats of Pro Finisher Gloss Polyurethane by Parks (or equiv.) with a finish coat of Pro Finisher Semi-gloss Polyurethane by Parks (or equiv.). Install per manufacturer's recommendations.

PART 3 EXECUTION

3.01 PREPARATION

- A. Examine substrates, areas and conditions, with installer present, for compliance with requirements, installation, tolerances and other conditions affecting performance of wood flooring. Proceed with installation only after unsatisfactory conditions have been corrected.
 1. Unless a waiver or letter of protest listing exceptions exists, installation constitutes acceptance of subfloor/substrate, the jobsite itself – including the ambient temperature and relative humidity at the time of installation, and all impacting variables that may affect a wood floor.
- B. Prior to installation, ensure that wood flooring is within acceptable range of moisture content with the wood subfloor. For solid strip flooring (less than 3" wide), there should be no more than 4 percent moisture content difference between properly acclimated wood flooring and subflooring materials.

3.02 INSTALLATION

-
- A. General: Comply with flooring manufacturer's written instructions and recommendations by the National Wood Flooring Association's "Installation Guidelines and Methods," as applicable to flooring type.
 - B. Install felt on subfloor.
 - C. Pattern: Install wood flooring in pattern to match existing (stagger end joints a minimum of 6"). Do not install "H" joints.
 - 1. Maintain a two (2) inch expansion void at all walls.
 - D. Blind nail flooring to substrate according to methods specified in the National Wood Flooring Association's "Installation Guidelines and Methods".
 - 1. Blind fastener spacing 8" apart along the lengths of the strips, minimum two fasteners per piece near the ends (1"-3").
 - 2. Face-nail, when required shall be spaced 10"-12" apart.

3.03 SANDING AND FINISHING

- A. Sanding: Sand flooring with drum sander, edger, buffer, and hand scraper.
 - 1. Use coarse, medium, and fine grade sandpaper.
 - 2. After sanding with drum sander, buff entire floor using 100 grit screenback or equal grit sandpaper, with a heavy-duty buffing machine.
 - 3. Vacuum or tack floor before first coat of finish.
 - 4. Floor shall present a smooth surface without drum stop marks, gouges, streaks, or shiners.
- B. Finishing: Within one day after the final sanding, buffing, and sweeping have been completed, use a tacky rag to clean flooring with a solvent recommended by the manufacturer of the floor finish/sealer material. Follow cleaning with a coating of finish/sealer; when thoroughly dry, burnish with No. 2 steel wool, using a machine. Floors shall be wiped with a tacky rag after each burnishing.
 - 1. Floors shall be finished with two coats of gloss polyurethane followed by the final coat of semi-gloss polyurethane.
 - 2. Allow 7 days for proper curing of finish.

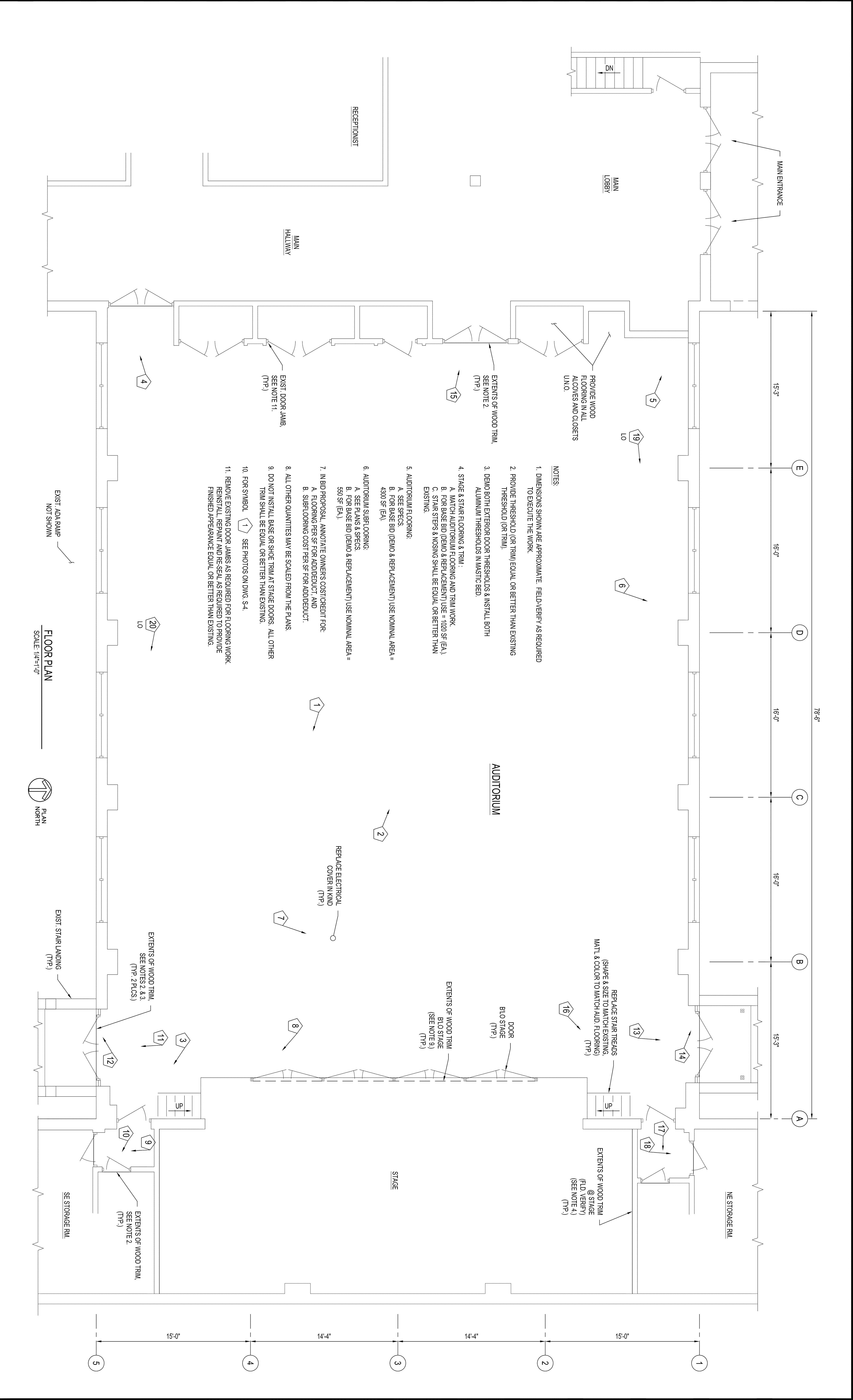
3.04 TRIM INSTALLATION

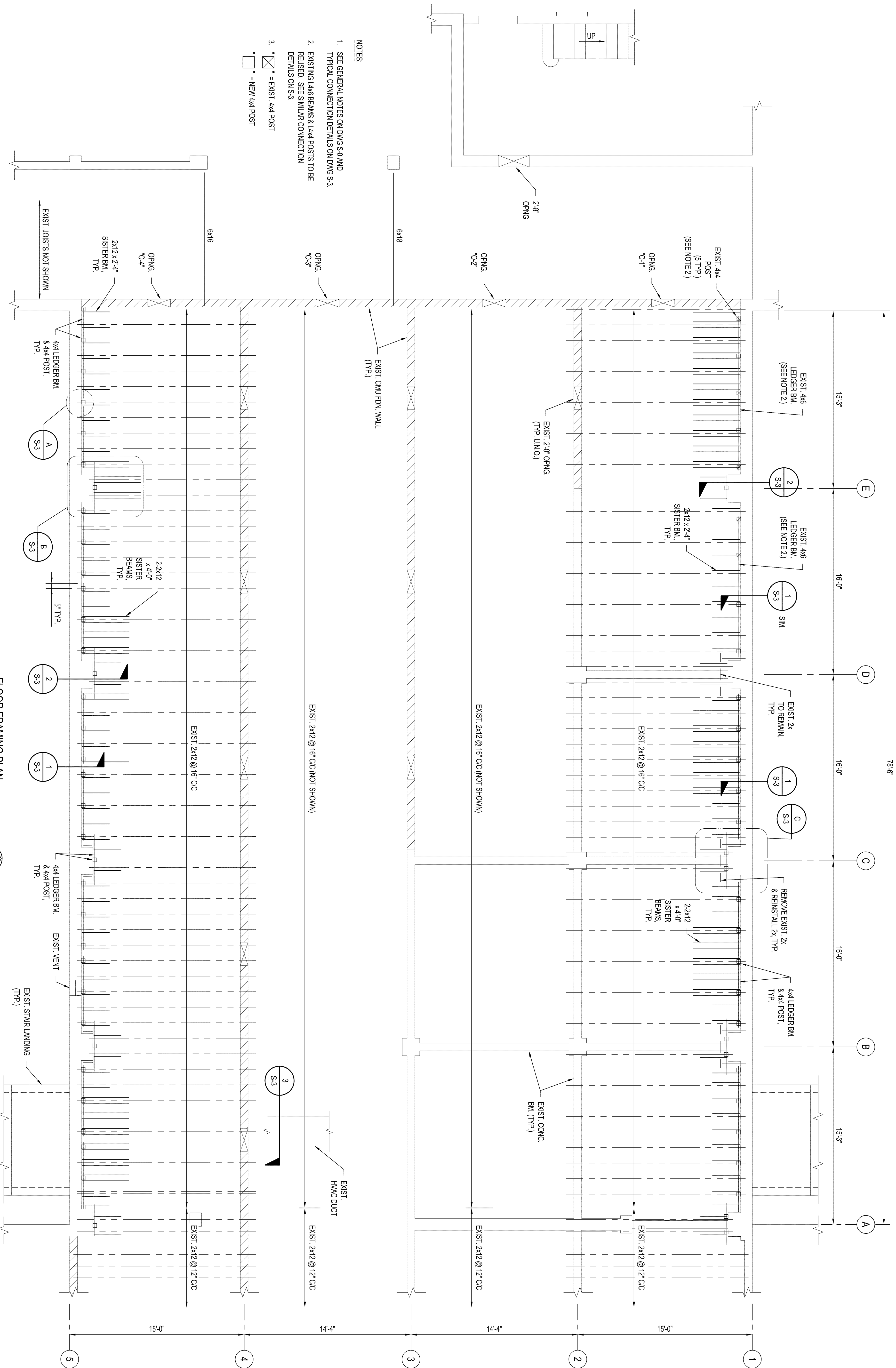
Base and shoe molding may be installed after flooring.

3.05 PROTECTION

- A. Fully cover installed flooring to protect it from damage or deterioration, before and after finishing, and during remainder of construction period. Use building paper or other suitable covering. Do not use plastic sheet or film that could cause condensation. Do not tape covering to finished flooring.
- 1. Do not cover site-finished floors until finish reaches full-cure, but not less than seven days after applying last coat.

*** * END OF SECTION * ***





NOTES:

1. SEE GENERAL NOTES ON DWG S-0 AND TYPICAL CONNECTION DETAILS ON DWG S-3.
2. EXISTING L4x6 BEAMS & L4x4 POSTS TO BE REUSED. SEE SIMILAR CONNECTION DETAILS ON S-3.

3.  = EXIST. 4x4 POST

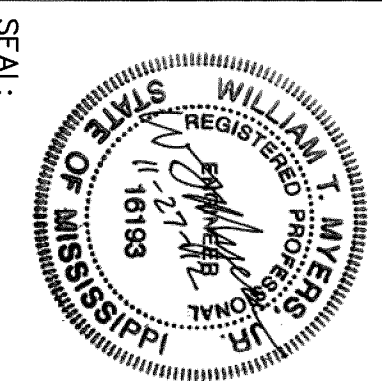
NOTICE TO DRAWING HOLDER

NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADOPTION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING A ATTORNEY'S FEES ARISING OUT OF OR FROM THIS DRAWING.

REVISIONS			DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION	
0	11/27/12		BID ISSUE	
			FILENAME: S-2.dwg	N-S PROJECT NO.: 6525.003
			SCALE: AS NOTED	
SURVEYED BY:				
			DATE: 11/2012	DSGN: <i>W/M</i>
			DATE: 11/2012	DRWN: <i>S/H</i>
			DATE: 11/2012	CHKD: <i>W/M</i>
			DATE: 11/2012	QA/QC: <i>KWU</i>



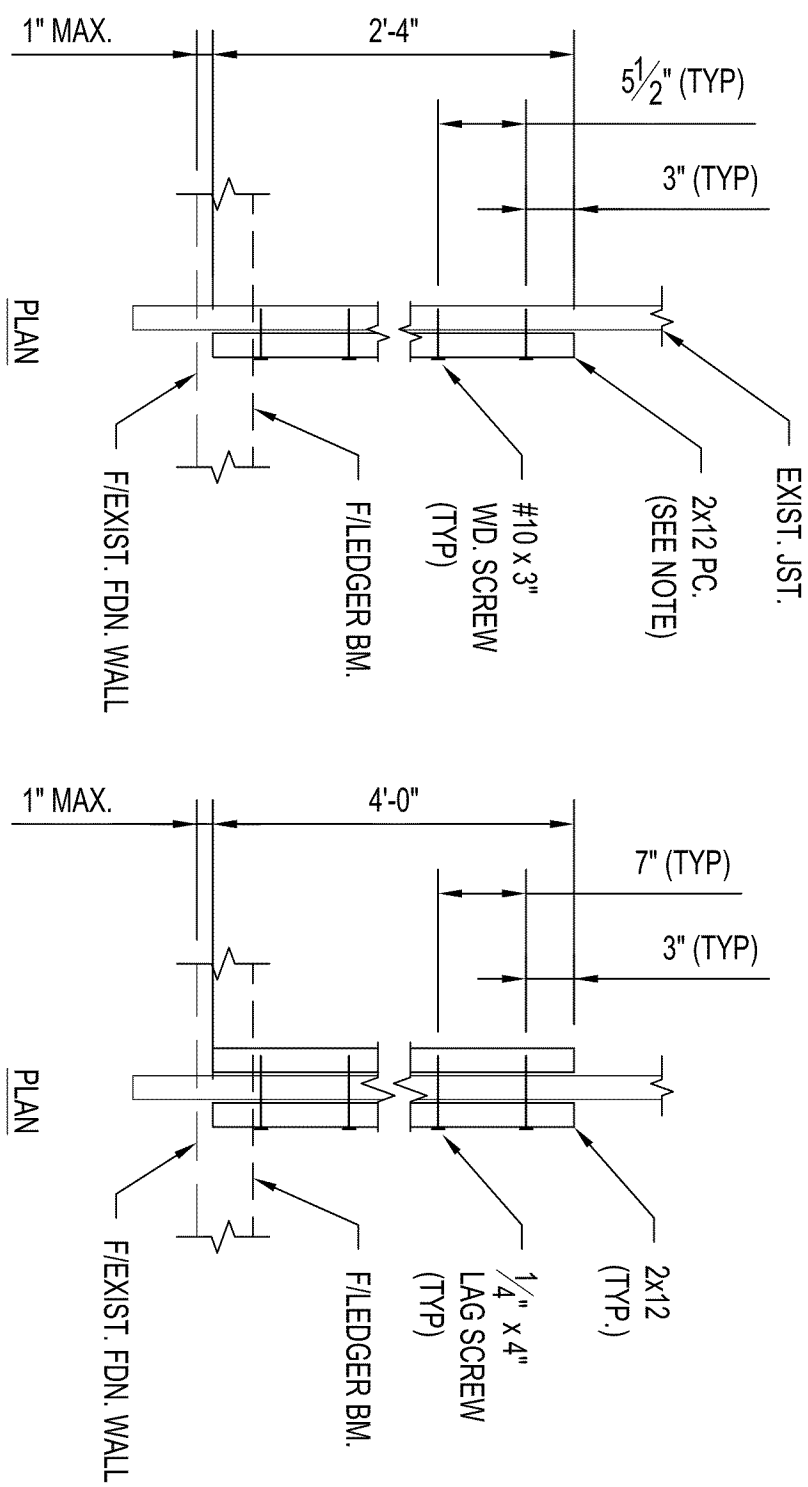
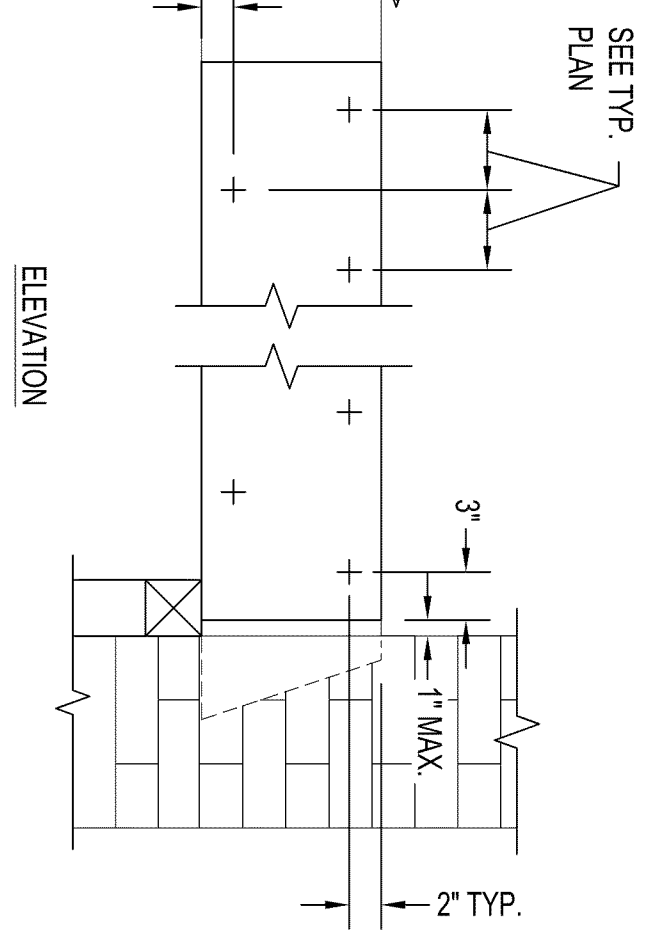
AUDITORIUM FLOOR FRAMING REPAIR
JACKIE DOLE SHERILL COMMUNITY CENTER
CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI



AUDITORIUM FLOOR FRAMING PLAN

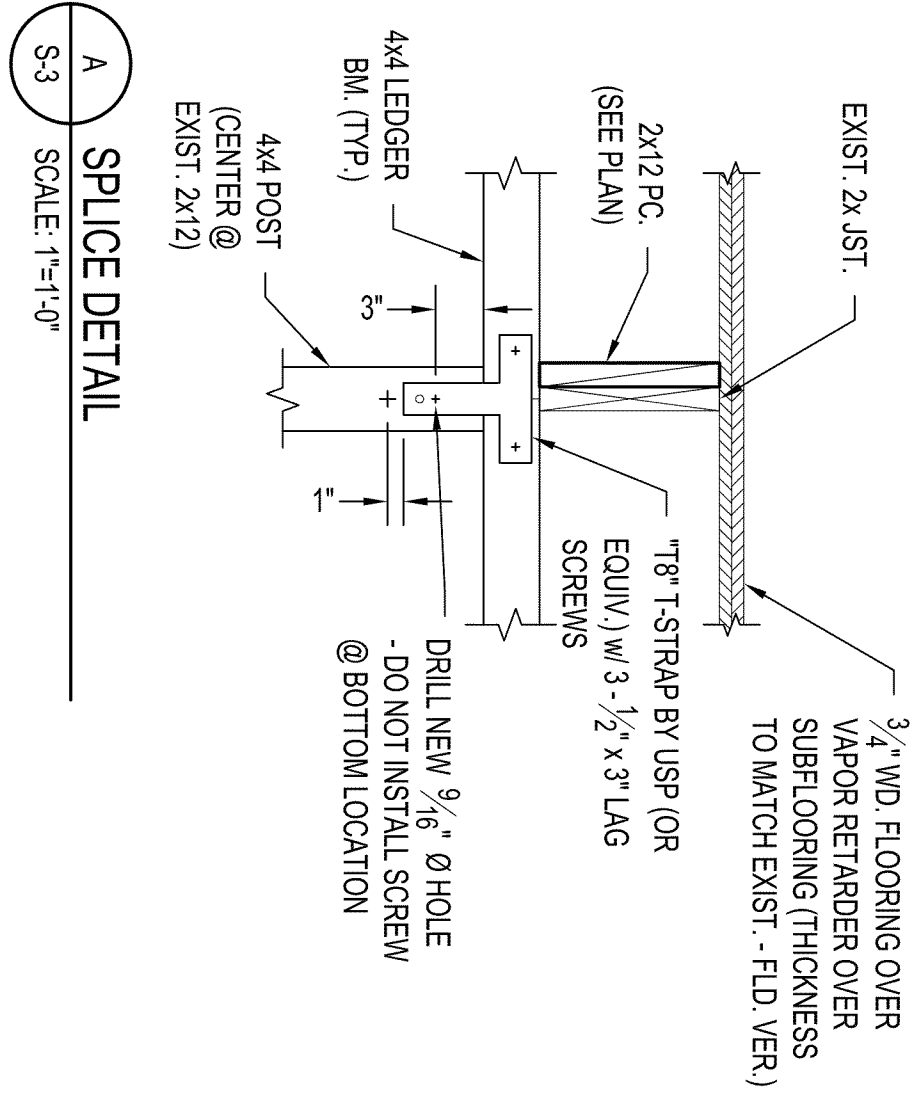
WORKING NUMBER:

DRAWING NUMBER:

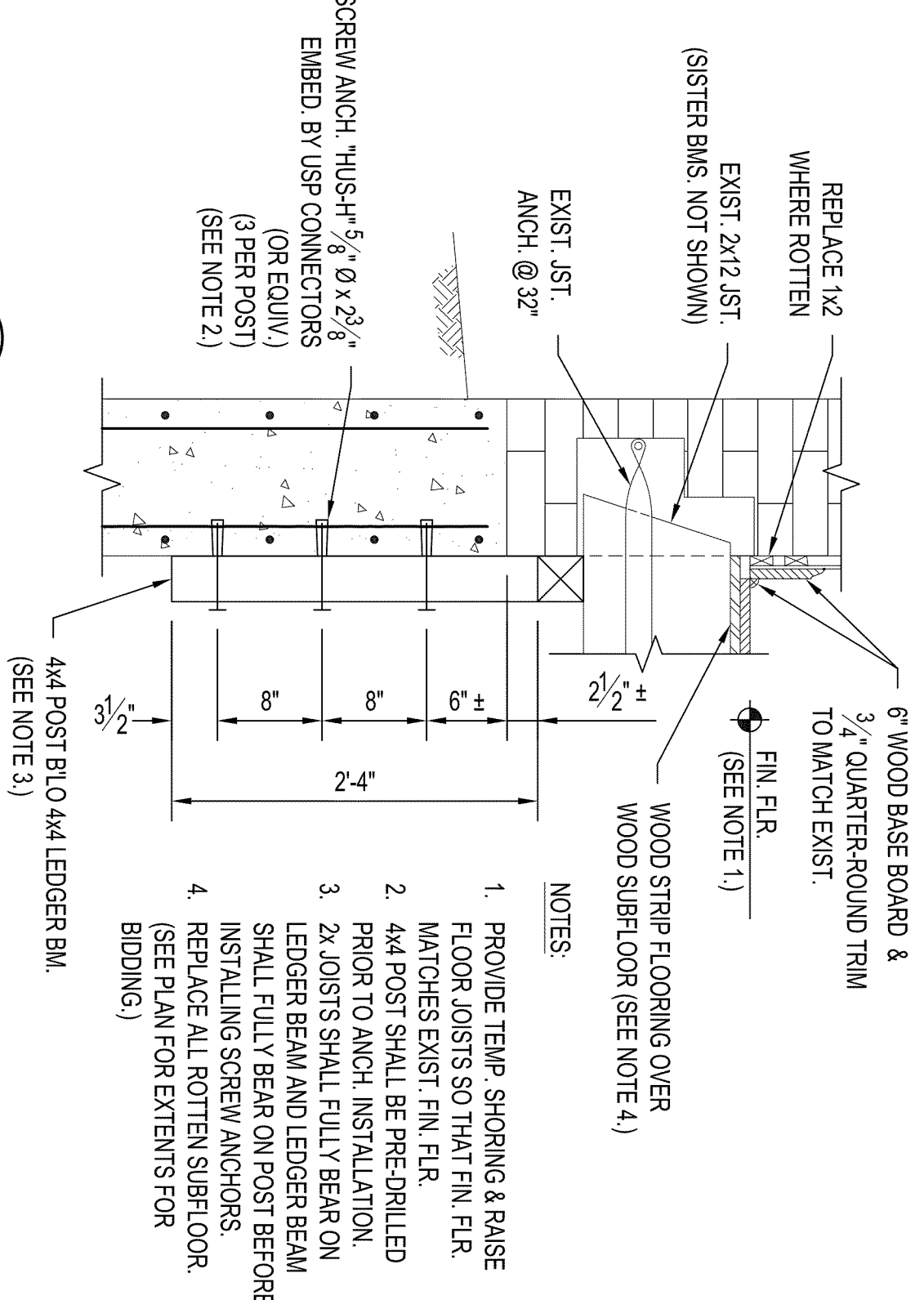


TYPICAL SISTER BEAM(S) CONNECTION	N.T.S.
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- NOTE:**
1. SISTER BM. MAY BE LOCATED ON EITHER SIDE OF EXISTING JOIST.
 2. INSTALL FACTORY-CUT END AGAINST THE WALL.

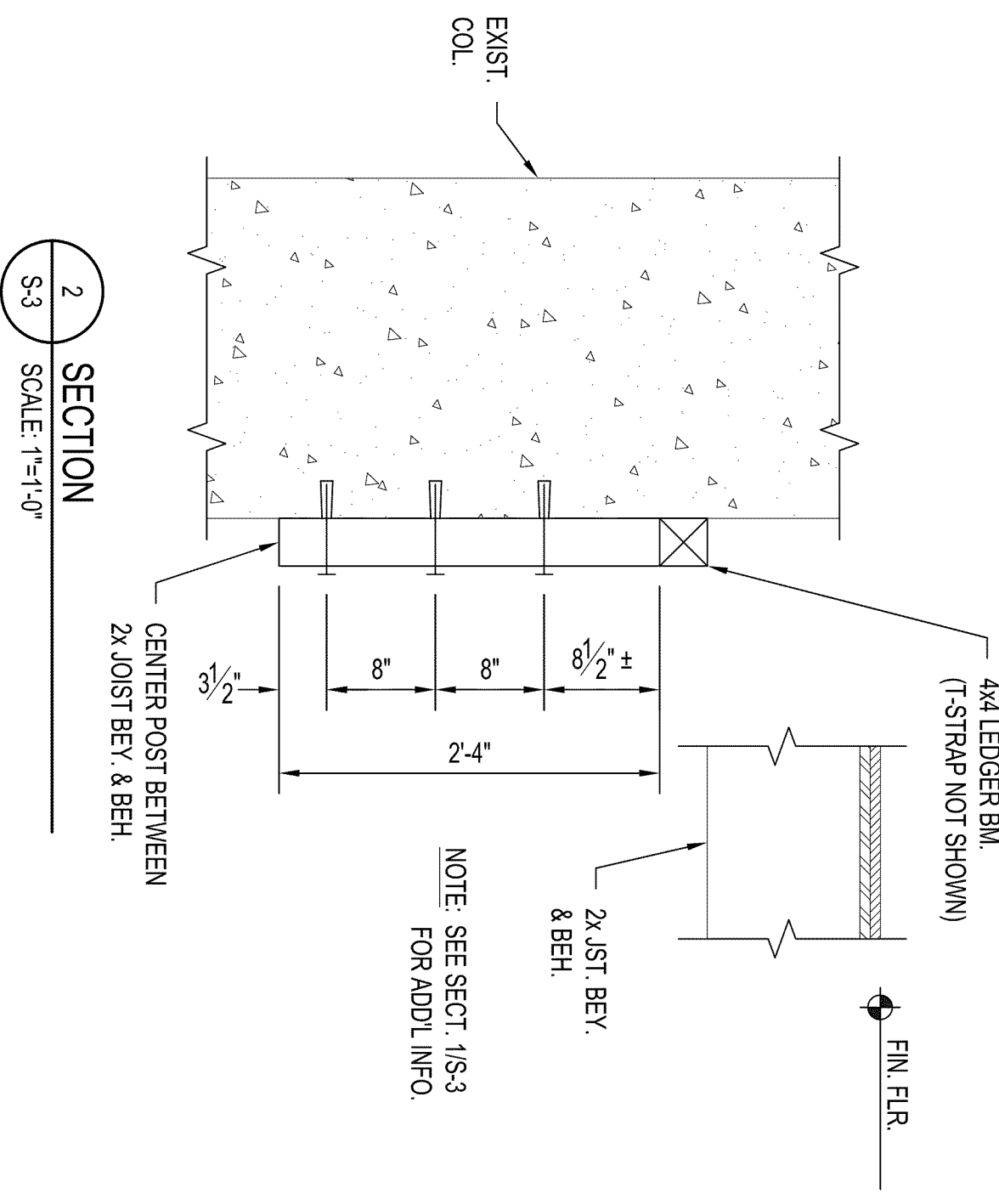


SPLICE DETAIL
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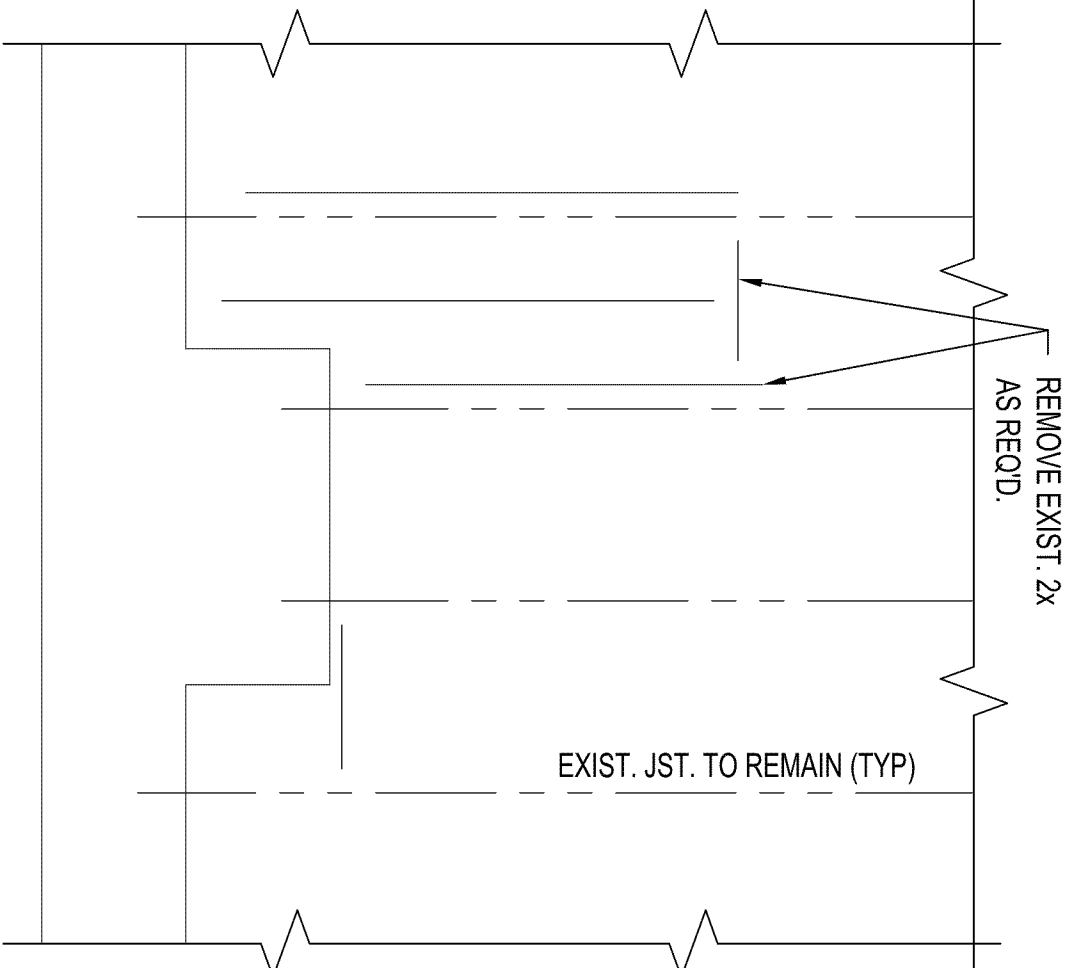


SECTION
1
S-3
SCALE: 1"=1'-0"

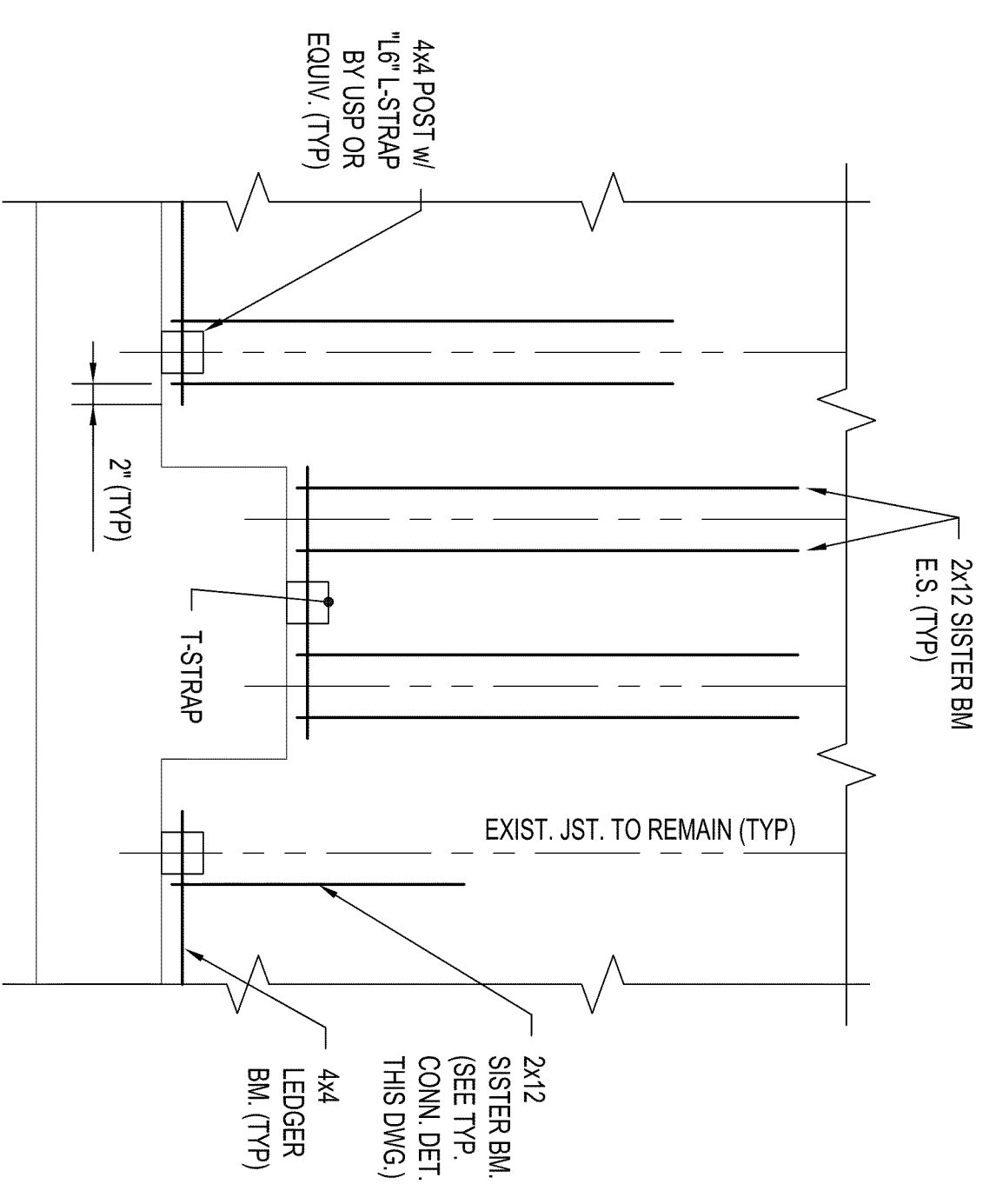
1. PROVIDE TEMP SHORING & RAISE FLOOR JOISTS SO THAT FIN, FLR. MATCHES EXIST. FIN. FLR.
2. 4x4 POST SHALL BE PRE-DRILLED PRIOR TO ANCH. INSTALLATION.
3. 2x JOISTS SHALL FULLY BEAR ON LEDGER BEAM AND LEDGER BEAM SHALL FULLY BEAR ON POST BEFORE INSTALLING SCREW ANCHORS.
4. REPLACE ALL ROTTEN SUBFLOOR (SEE PLAN FOR EXTENTS FOR BIDDING).



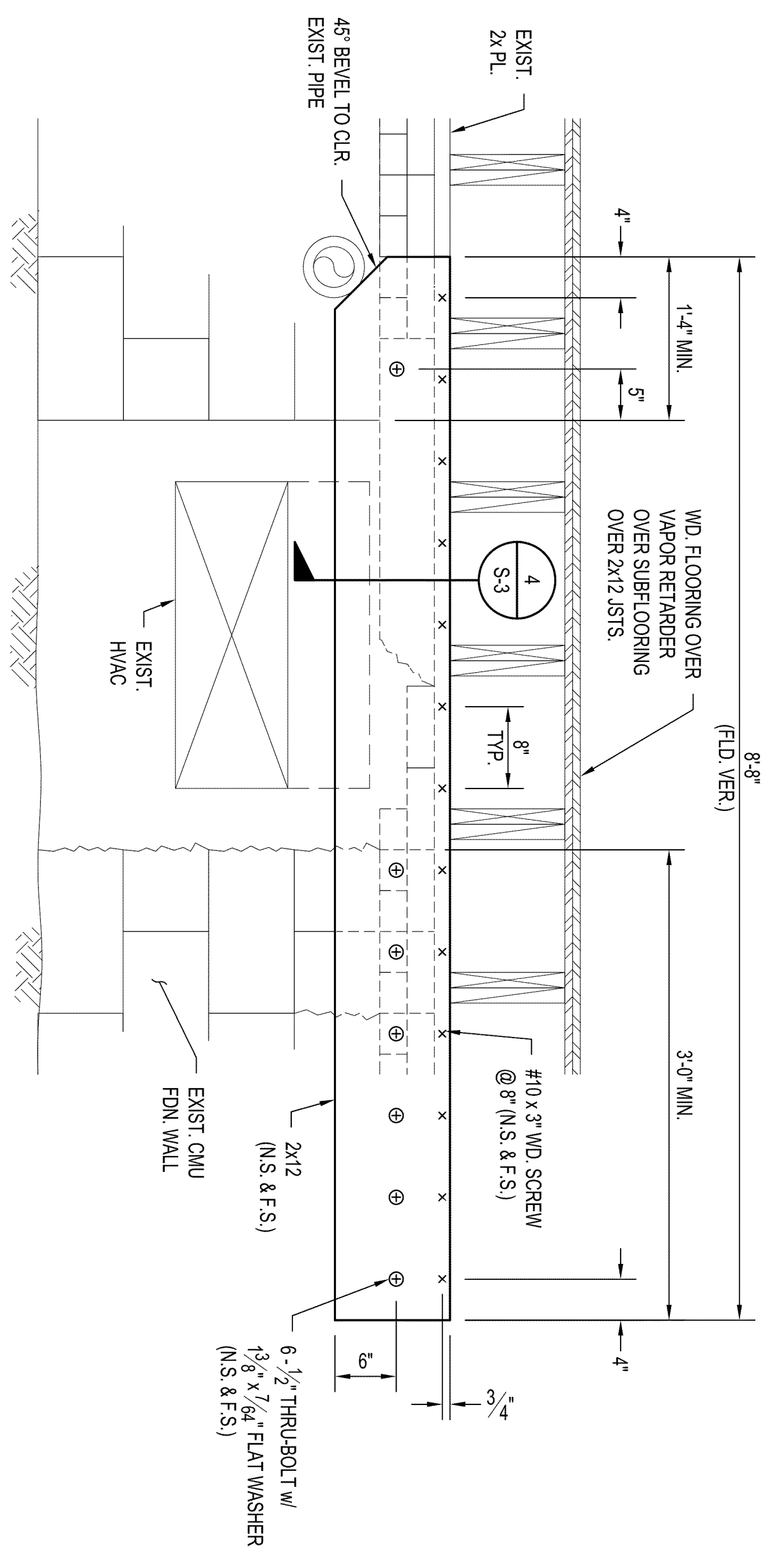
SECTION 2
SCALE: 1"=1'-0"



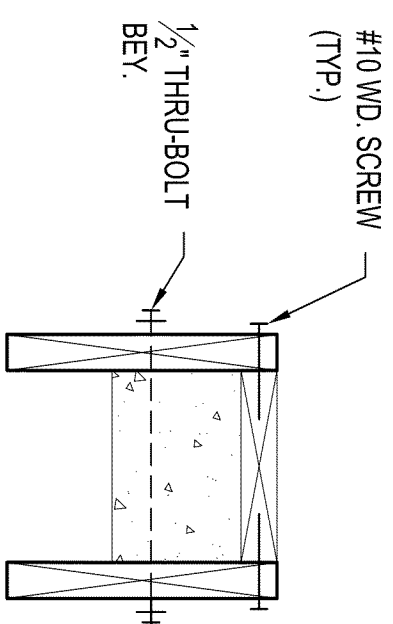
EXIST.



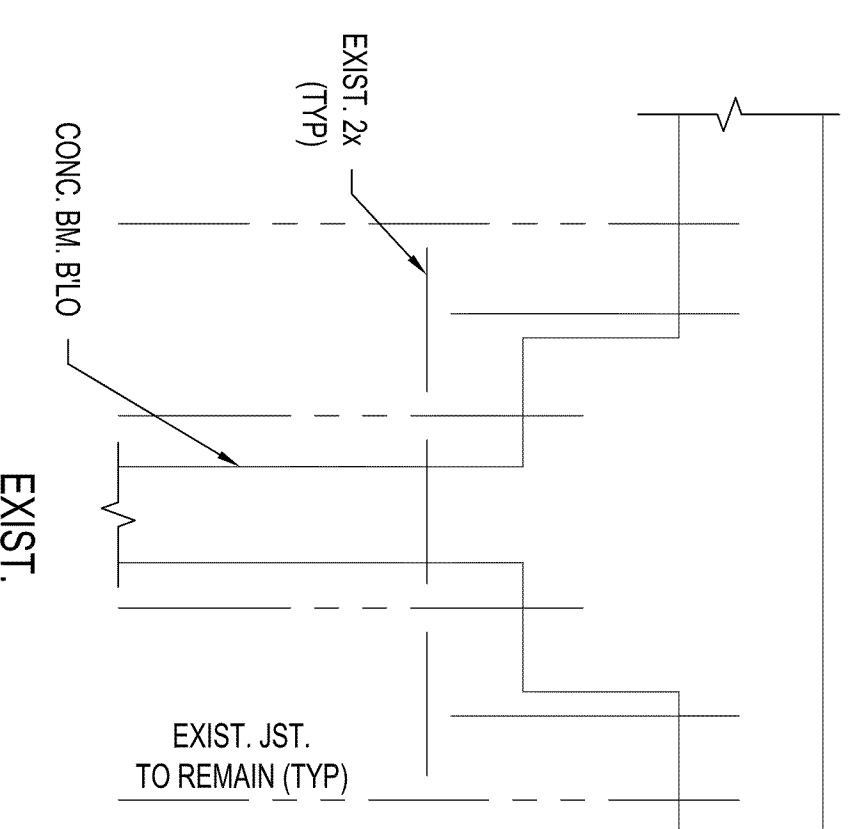
B
DETAIL



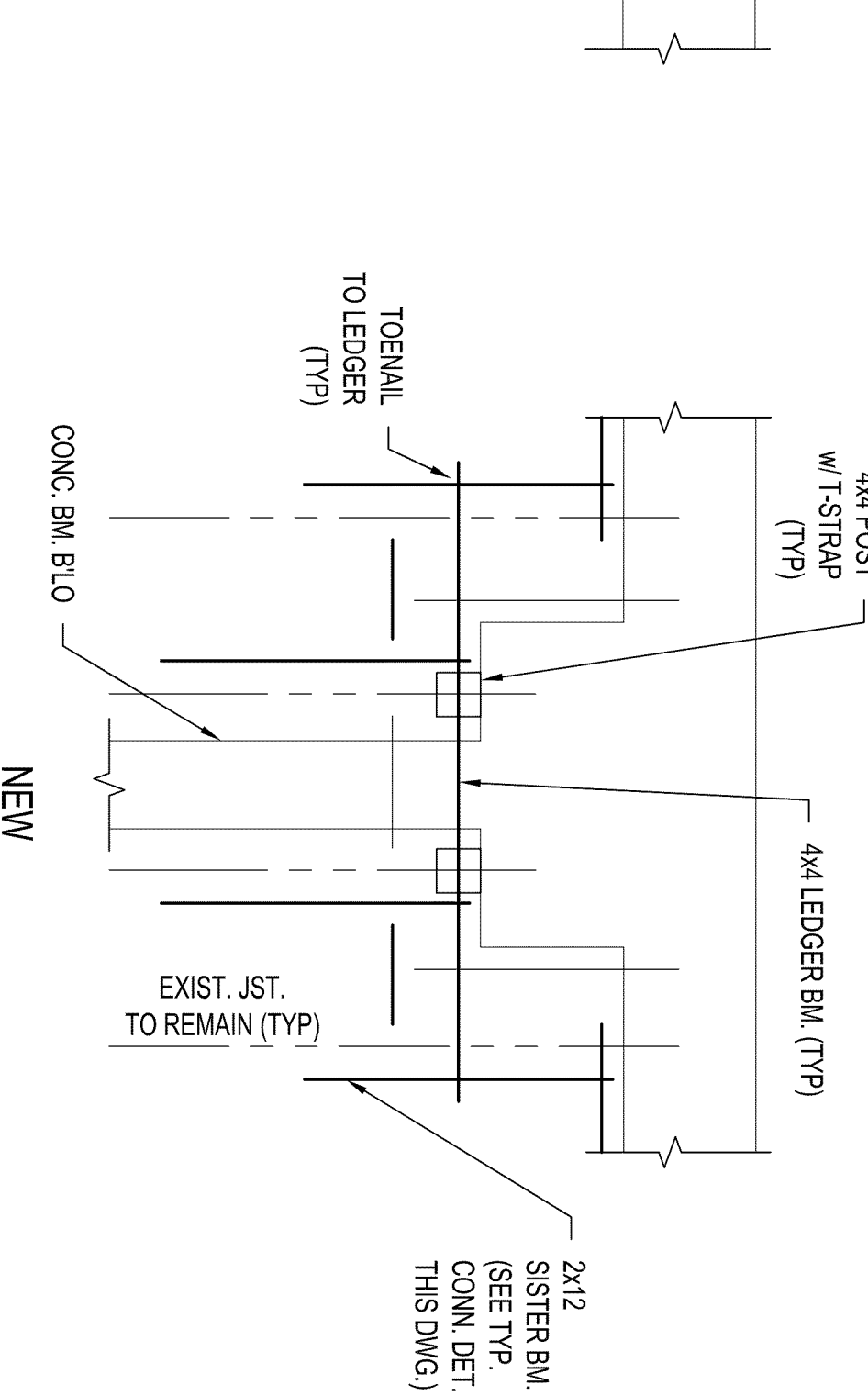
SECTION
3
S-3
SCALE: 1"=1'-0"



4
SECTION
SCALE: 1/16"



EXIST.



DETAIL

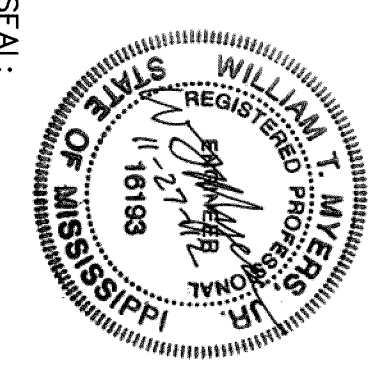
NOTICE TO DRAWING HOLDER

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			SURVEYED BY:	
			DSGN: <i>WJM</i>	DATE: 11/2012
			DRWN: <i>SLH</i>	DATE: 11/2012
			CHKD: <i>WJM</i>	DATE: 11/2012
			QA/QC: <i>KMU</i>	DATE: 11/2012

DRAWING INFORMATION	
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FILENAME:	S-3.dwg
SCALE: AS NOTED	
SURVEYED BY:	
DSGN:	WTM
DRWN:	SLH
CHKD:	WTM
DATE:	11/2012
DATE:	11/2012
DATE:	11/2012



AUDITORIUM FLOOR FRAMING REPAIR
JACKIE DOLE SHERILL COMMUNITY CENTER
CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI



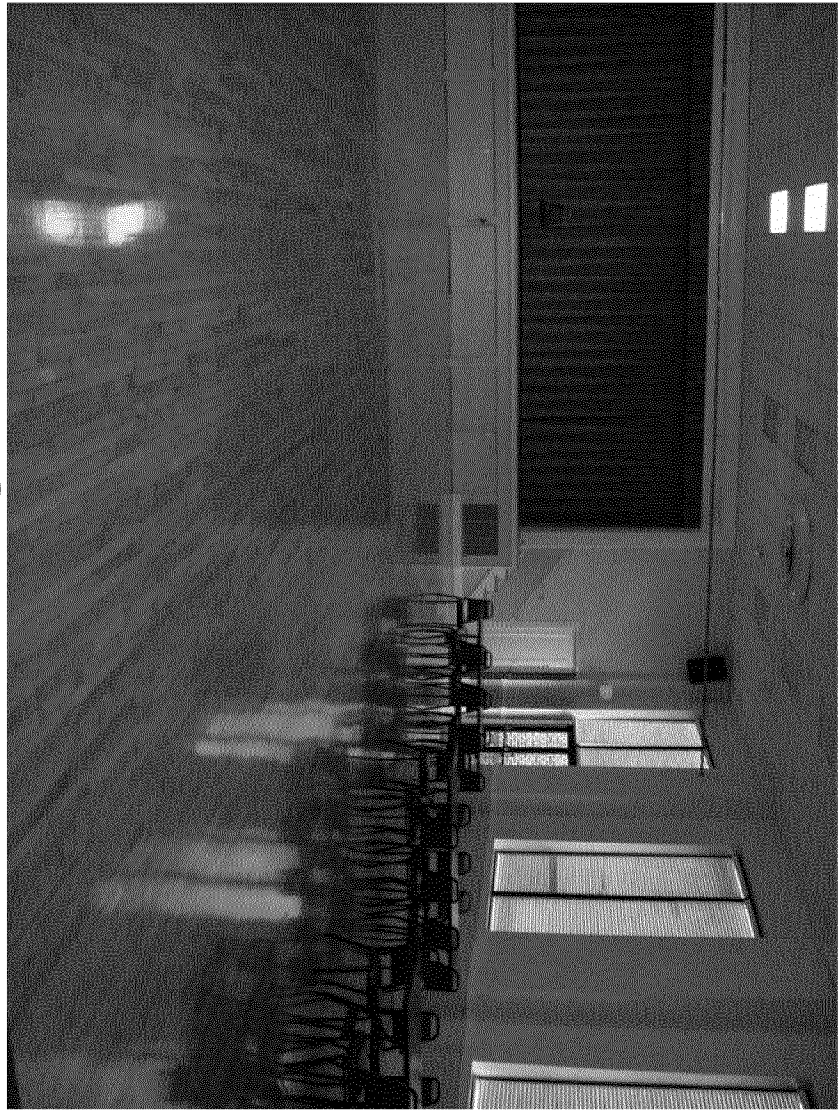
HEL-SCHAFER

Solutions you can build upon

DETAILS & SECTIONS

WORKING NUMBER:	DRAWING NUMBER:
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 $\frac{S}{\omega}$



1 PHOTO



2 PHOTO



3 PHOTO



4 PHOTO



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11 PHOTO



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16 PHOTO



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19 PHOTO



20 PHOTO

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REVISIONS			DRAWING INFORMATION		
NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.:	FILENAME: S-4.dwg
0	11/27/12		BID ISSUE	6525.003	
			SCALE: AS NOTED		
			DESIGN: WTW		
			DATE: 11/20/12		
			CHKD: WTW		
			DATE: 11/20/12		
			QA/QC: MMW		
			DATE: 11/20/12		



AUDITORIUM FLOOR FRAMING REPAIR
JACKIE DOLE SHERILL COMMUNITY CENTER
CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI



NEEL-SCHAFER
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EXISTING AUDITORIUM
PHOTOS

WORKING NUMBER:
DRAWING NUMBER:
S-4



City of Hattiesburg, MS

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

Master

File Number: 2012-1370

File ID: 2012-1370

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 11/23/2012

Brief Title: CDBG Manual Checks

Final Action:

Minute Book Number: MB2012-1/414

Title:

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

Notes:

Sponsors:

Enactment Date:

Attachments: MEMORANDUM-Manual Checks-CDBG, CDBG
Supporting Docs

Enactment Number:

Contact:

Meeting Date: 12/04/2012

Drafter: Andrew Ellard

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	12/04/2012					

Text of Legislative File 2012-1370

Title

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

Summary

CDBG Manual Checks

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: Andrew Ellard
Department of Federal & State Programs

SUBJECT: Authorize issuance of manual checks for CDBG Program claims

DATE: November 27, 2012

The following request for payment is being submitted for approval during the City Council's December 4, 2012 meeting. Please authorize and approve issuance of a manual check for the claims listed below:

Recipient:	Smith's Remodeling
Activity:	Rehabilitation
Program:	CDBG
Project Site:	1507 Pecan Dr.
Amount Requested:	\$8,000.00
Purpose of Request:	Draw #1
Work Provided by:	Smith's Remodeling

Recipient:	Pinebelt Community Services
Activity:	Public Services – Meals Program
Program:	CDBG
Project Site:	1101 North Main St.
Amount Requested:	\$1,040.71
Purpose of Request:	Draw #8
Work Provided by:	Pinebelt Community Services

Recipient:	Eve's House
Activity:	Public Services
Program:	CDBG
Project Site:	P.O. Box 721
Amount Requested:	\$600.00
Purpose of Request:	Draw #7
Work Provided by:	Eve's House

Recipient:	B & F Distributors, LLC
Activity:	Microenterprise
Program:	CDBG
Project Site:	103 Broadway Dr.
Amount Requested:	\$1,826.97
Purpose of Request:	Draw #6
Work Provided by:	B & F Distributors, LLC

SMITH'S REMODELING

OWNER: JOHNNIE L. SMITH

Phone #(601)408-3588

Address: 28 Pine Street
Hattiesburg, MS 39402

Job Performed For:
The City of Hattiesburg/
1507 Pecan Drive
Hattiesburg, MS 39401

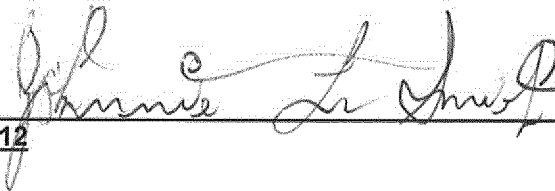
Request: 1st draw for work done according to work write-up.
For tear out of all un-needed sheetrock and insulation and
Removal of bathroom items for replacement. Also for the
Rough-in of the electrical and central heat/air unit.

\$8,000.00

(RD)

Signature:

Date: 11-26-12

A handwritten signature in cursive script, appearing to read "Johnnie L. Smith", is written over a horizontal line. A long, thin, curved line extends from the end of the signature towards the right, ending near the circled initials "(RD)".

REQUEST FOR FUNDS

(1) Organization's Name & Address: PINEBELT Community Services – Meals Program Telephone Number: 601-583-4943	Project Address: 1101 North Main Street Hattiesburg, MS 39401	Request No.8 Worked Performed: Food Purchases, Gas Cards (5) Amount Requested: \$ 1,040.76 1040.71
(6) Project Period From: May 15, 20112 To: December 31, 2012	(7) Check Made Payable to: PINEBELT Community Services – Meals Program	Prepared By: Lucille Bass Date Prepared November 26, 2012

Lucille Bano
Signature of Authorized Officer Requesting Funds

November 26, 2012
Date

Mrs. Lucille Bass, Program Director
Type Name and Title of Authorized Office

Signature of City Official Approving Disbursement

11/26/12
Date

Type Name and Title of City Official

"I HEREBY CERTIFY THAT the costs included in this request are for services rendered and allowable costs/expenditures in accordance with approved contract agreement between the City of Hattiesburg and the certifying agency and that the amounts requested do not exceed the total funds obligated by the contract".

Revised 10/04

Eve's House, Inc.

(601)545-1879
eves.house1@yahoo.com
www.eveshouse.com

Date	Invoice #
11/14/2012	1009
Terms	Due Date
Due on receipt	11/14/2012

CDBG Public Service Grant
CDBG Public Service Grant
City of Hattiesburg
Dept of Federal & State Programs
emailed to Ellard, Andrew

Amount Due	Enclosed
\$600.00	





B & F Tactical Store
103 Broadway Drive Hattiesburg, MS 39401
Phone: 601 544-4463 Cell: 601 310-4156

DRAW #6

REQUEST FOR FUNDS

DATE	LINE ITEM TITLE	TOTAL BUDGET	BALANCE FORWARD	REQUEST	Remaining BALANCE
11/26/2012	RENT & UTILITIES	\$6,900.00	\$2,771.62	1,267.11	1,504.51
11/26/2012	MARKETING	\$1,500.00	\$1,307.40	200.00	1,107.40
11/26/2012	INVENTORY, SUPPLIES, SIGNAGE, & FIXTURES	\$5,400.00	\$2.92	0.00	2.92
11/26/2012	INSURANCE	\$1,200.00	\$758.91	359.86	399.05
11/26/2012	MISCELLANEOUS (requires prior staff review)	\$0.00	\$0.00	0	0
		\$15,000.00	\$4,840.85	Total Request	
				\$1,826.97	\$3,013.88

Signed

Dessie Minor

Date

11-26-2012

AE

11-26-12 P04:24 RCVD

B & F Distributors LLC
103 Broadway Drive
Hattiesburg, MS 39401
601 544-4463

WORKSHEET 11/26/2012
Receipts and Invoices Attached

RENT & UTILITIES

Rent	825.00
Mississippi Power	192.98
Comcast	209.43
Hattiesburg Water	39.70
TOTAL RENT AND UTILITIES	\$1,267.11

INVENTORY, SUPPLIES, SIGNAGE & FIXTURES

Insurance	359.86
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Marketing	200
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Grand Total Request	\$1,826.97
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City of Hattiesburg, MS

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

Master

File Number: 2012-1371

File ID: 2012-1371

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 11/22/2012

Brief Title: HOME Manual Checks

Final Action:

Minute Book Number: MB2012-1/414

Title:

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

Notes:

Sponsors:

Enactment Date:

Attachments: MEMORANDUM-Manual Checks-HOME, HOME Supporting Docs

Enactment Number:

Contact:

Meeting Date: 12/04/2012

Drafter: Andrew Ellard

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	12/04/2012					

Text of Legislative File 2012-1371

Title

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

Summary

HOME Manual Checks

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: Franklyn L. Tate, Director
Department of Federal & State Programs

SUBJECT: Authorize issuance of manual checks for HOME Program claims

DATE: November 27, 2012

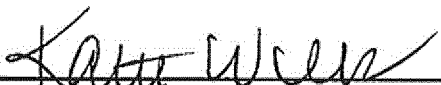
The following request for payment is being submitted for approval during the City Council's December 4, 2012 meeting. Please authorize and approve issuance of a manual check for the claims listed below:

Recipient:	Housing Alternatives
Activity:	New Construction/Homebuyer
Program:	HOME - CHDO
Project Site:	437 Mable St.
Amount Requested:	\$3,000.00
Purpose of Request:	Draw #3
Work Provided by:	Habitat for Humanity via contractors

Recipient:	Smith's Remodeling
Activity:	Rehabilitation
Program:	HOME
Project Site:	1 Alder Lane
C.O. 1	\$3,200.00
C.O. 2	\$2,800.00
C.O. 3	(\$650.00)
Amount Requested:	\$5,350.00
Purpose of Request:	Change Orders
Work Provided by:	Smith's Remodeling

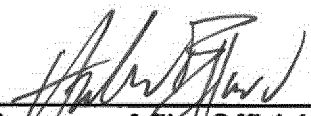
REQUEST FOR FUNDS

(1) Organization's Name & Address: Housing Alternatives in Hattiesburg, inc. PO Box 18679 Hattiesburg, MS. 39404 Telephone Number: ____ (601) 544 - 9140 ____	(2) Project Address: 437 Mable Street Hattiesburg, MS. 39401	(3) Request No. ____ 3 ____ (4) Work Performed: Excavation, steel set, concrete footers and columns poured (5) Amount Requested: \$ ____ 3,000. ____
(6) Project Period From: ____ May 4, 2012 ____ To: ____	(7) Check Made Payable to: Housing Alternatives in Hattiesburg, Inc.	(8) Prepared By: Katie Weeks Date Prepared <u>11/26/2012</u>


 Signature of Authorized Officer Requesting Funds

11/26/12
 Date

Katie Weeks, Housing Counseling Coordinator
 Type Name and Title of Authorized Officer


 Signature of City Official Approving Disbursement

11-26-12
 Date

Type Name and Title of City Official

"I HEREBY CERTIFY THAT the costs included in this request are for services rendered and allowable costs/expenditures in accordance with approved contract agreement between the City of Hattiesburg and the certifying agency and that amounts requested do not exceed the total funds obligated by the contract.

REQUEST FOR FUNDS SUPPORT SHEET

Recipient's Name Housing Alternatives in Hattiesburg, Inc. Contract Date: 11/26/2012

Request Number 3 Total Amount Requested ** \$ 3,000.

Funds requested are for construction and labor costs associated with the following CHDO activity(ies):

- | | |
|---|------------------|
| 1) <u>Excavation, steel set, footers and columns poured</u> | \$ <u>3,000.</u> |
| 2) _____ | \$ _____ |
| 3) _____ | \$ _____ |
| 4) _____ | \$ _____ |
| 5) _____ | \$ _____ |
| 6) _____ | \$ _____ |
| 7) _____ | \$ _____ |

Total of Attached Documentation \$ 3,000.

Less Amount in Excess of Contract Award \$ 0

Total Amount Requested for this Draw \$ 3,000.

TOTAL REQUESTED TO DATE \$ 12,050.

Period of Project(s) Start to Completion From 05/04/2012 to _____

Other: Request for reimbursement reflects the total of two separate payments made to the contractor on this project for work completed. This amount is two-thirds of the total contracted work agreed on, which will result in a total paid to this contractor of \$4,500.



Building Address: 437 Mable Street
Hattiesburg, MS 39401

Contractor: Thomas Smith
27 Annie Christie Drive
Hattiesburg, MS 39401

Excavate, set steel, pour footers and columns

Paid \$1500.00 (check 1341) 11/15/12	\$1500.00
Paid \$1500.00 (check 1342) 11/20/12	<u>\$1500.00</u>

Total reimbursement request

\$3000.00

RD

PO Box 1092
5191 Hwy 42
Hattiesburg, MS 39403
p (601) 582 - HOME
f (601) 582-8282
www.hattiesburg.habitat.org

Building lives, one home, one family, one community at a time.

SMITH'S REMODELING

OWNER: JOHNNIE L. SMITH

Phone #(601)408-3588

**Address: 28 Pine Street
Hattiesburg, MS 39402**

**Job Performed For:
The City of Hattiesburg/Sandra McDuffie
1 Alder Lane
Hattiesburg, MS 39401**

**Request: change order request for rework of all plumbing pipe supply lines
And sewer drains. Some supply lines were busted and were located in
The middle of the floors and the sewer lines had to be moved to
Accommodate correct location and correct sizes**

\$3200.00



Signature: _____

Date: 10-10-12

Copy

SMITH'S REMODELING

OWNER: JOHNNIE L. SMITH

Phone #(601)408-3588

Address: 28 Pine Street
Hattiesburg, MS 39402

Job Performed For:
The City of Hattiesburg/Sandra McDuffie
1 Alder Lane
Hattiesburg, MS 39401

Request: change order request #2 for installation of guttering in the front
Of home to divert water from the front to the sides because of wash-out
Happening under home. Request is also for jacking up the kitchen area
Floor and stabilization of piers under home caused by running water from
The front of the home to the rear underneath home. Lastly, we must add
Dirt under home to fill in crevice

\$2800.00

(RJ)

Signature: Johnnie L. Smith

Date: 10/17/12

Copy

SMITH'S REMODELING

OWNER: JOHNNIE L. SMITH

Phone #(601)408-3588

Address: 28 Pine Street
Hattiesburg, MS 39402

Job Performed For:
The City of Hattiesburg/Sandra McDuffie
1 Alder Lane
Hattiesburg, MS 39401

Request: change order request #3 for removal of contract amount of \$650.00 for not replacing the exterior electrical service for home. This item was on the work write-up to be removed and replaced But was not replaced by the electrician as discussed with the Contractor.

\$650.00

Signature:
Date: 11-25-12

Date: 11-25-12

$3200.00 =$ c/o #1
 $2300.00 =$ c/o #2

 60.00
 $- 6.50$ c/o #3

 $5,350$



City of Hattiesburg, MS

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

Master

File Number: 2012-1364

File ID: 2012-1364

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 11/26/2012

Brief Title: Grave Spaces

Final Action:

Minute Book Number: MB2012-1/414

Title:

Approve sale of grave space, per attached memo.

Notes:

Sponsors:

Enactment Date:

Attachments: Grave Spaces 12-4-2012, executed Grave Spaces
12-4-2012

Enactment Number:

Contact:

Meeting Date: 12/04/2012

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	12/04/2012					

Text of Legislative File 2012-1364

Title

Approve sale of grave space, per attached memo.

Summary

Sale of grave spaces.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

TO: CITY COUNCIL

FROM: Robert Harvey, General Manager of Cemeteries

DATE: December 4, 2012

RE: Grave Sells

The following represents the grave sells from November 7, 2012 through November 26, 2012:

Jennifer Gisclair
(1) space \$175.00
North Half (N1/2) of the Northeast Quarter (NE1/4)
Lot 112, Section 37, Highland Cemetery

Willie Butler
(1) space \$175.00
South Half (S1/2) of the Northwest Quarter (NW1/4)
Lot 55, Section 34, Highland Cemetery

Willie and Betty Goins
(2) spaces \$350.00
Northeast Quarter (NE1/4)
Lot 53, Section 35, Highland Cemetery

Tommy Brown
(1) space \$175.00
North Half (N1/2) of the Southeast Quarter (SE1/4)
Lot 6, Section 33, Highland Cemetery

Dell W Sanders
(3) spaces \$525.00
South Half (S1/2) of the Northwest Quarter (NW1/4) and
Southwest Quarter (SW1/4)
Lot 49, Section 34, Highland Cemetery

Clarence Myers, Jr.
(1) space \$175.00
North Half (N1/2) of the Southwest Quarter (SW1/4)
Lot 38, Section 32, Highland Cemetery

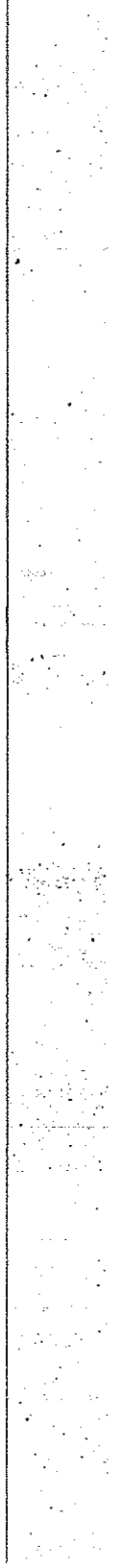
Eva Haynes
(1) space \$175.00
North Half (N1/2) of the Southwest Quarter (SW1/4)
Lot 62, Section 35, Highland Cemetery

Rosalyn Packer
(1) space \$175.00
South Half (S1/2) of the Northeast Quarter (NE1/4)
Lot 56, Section 34, Highland Cemetery

Willie Alterberry
(1) space \$175.00
North Half (N1/2) of the Northeast Quarter (NE1/4)
Lot 43, Section 32, Highland Cemetery

Richard W Haynes
(1) space \$175.00
South Half (S1/2) of the Southwest Quarter (SW1/4)
Lot 62, Section 35, Highland Cemetery

Samina Gholar
(1) space \$150.00
West Half (W1/2) of the Northeast Quarter (NE1/4)
Lot 82, Section 1, South Hill Cemetery



Mail To, 25 B to Thompson
Lumberton, MS 39455
CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 11-17-2012

SOLD TO:

~~Mr. Miss~~ Jennifer Gisclear

ADDRESS

205 Bay St Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N NE 1/2 Lot No. 112 Section No. 37 in Highland Cemetery

Number of grave spaces 1

Price per grave space \$ 175.00

Price Received \$ check 670

CITY OF HATTIESBURG, MISSISSIPPI

By John R. Hutton

Supt. of City Cemeteries

Mail To:

Amie L Davis
1013 Fairwood LN NW
Acworth, GA 30101
CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 11-8-2013

SOLD TO:

~~Mr. Miss~~ Willie Butler

ADDRESS

623 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. 55 Section No. 34 in Highland Cemetery

Number of grave spaces 1

Price per grave space \$ 175.00

Price Received \$ check 308

CITY OF HATTIESBURG, MISSISSIPPI

By John R. Hutton

Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 11-9-2012

Mail To:

SOLD TO:

~~Mr. Mrs.~~ Willie and Betty Gains

ADDRESS

127 Sancier Dr. Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

NE 1/2 Lot No. 53 Section No. 35 in Highland Cemetery

Number of grave spaces 2

Price per grave space \$ 175.00

Price Received \$ 350.00

CITY OF HATTIESBURG, MISSISSIPPI

By John R. Hutton

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 11-13-2012

SOLD TO:

Mr. Mrs. Miss

Tommy Brown

ADDRESS

37 Pine Bark Lane Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 SE 1/4 Lot No. 6 Section No. 33 in Highland Cemetery

Number of grave spaces 1

Price per grave space \$ 175.⁰⁰

Price Received \$ 175.⁰⁰

check 1105

CITY OF HATTIESBURG, MISSISSIPPI

By

Adelyn H. Newton
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 11-13-2012

SOLD TO:

Mr. Mrs. Miss

Dell W Sanders

ADDRESS

116 Sancier Drive Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 NW 1/4 Lot No. 49 Section No. 34 in Highland Cemetery

Number of grave spaces 3

Price per grave space \$ 175.⁰⁰

Price Received \$ 525.⁰⁰

check 1747

CITY OF HATTIESBURG, MISSISSIPPI

By

Adelyn H. Newton
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 11-15-2012

SOLD TO:

Mr. Mrs. Miss

Clarence Myers Jr

ADDRESS

622 New Orleans St Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 SW 1/4 Lot No. 38 Section No. 32 in Highland Cemetery

Number of grave spaces 1

Price per grave space \$ 175.⁰⁰

Price Received \$ 175.⁰⁰

check 9983

CITY OF HATTIESBURG, MISSISSIPPI

By

Adelyn H. Newton

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 11-20- 2012

SOLD TO:

~~Mr. Mrs.~~ Eva Nawles

ADDRESS 1721 Webster St Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 SW 1/4 Lot No. 62 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 Rosalyn Packer

Supt. of City Cemeteries

mail to:

PO BOX 245

Hattiesburg, MS 39403

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 11-26- 2012

SOLD TO:

~~Mr. Mrs.~~ Rosalyn Packer

ADDRESS 5725 1/2 US Highway 49 Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 NE 1/4 Lot No. 56 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.⁰⁰

Price Received \$ 175.⁰⁰

check 5941

CITY OF HATTIESBURG, MISSISSIPPI

By Rosalyn Packer

Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 11-26- 2012

SOLD TO:

~~Mr. Mrs.~~ Willie Afterberry

ADDRESS 6222 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. 43 Section No. 32 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.⁰⁰

Price Received \$ 175.⁰⁰

check 9999

CITY OF HATTIESBURG, MISSISSIPPI

By Rosalyn Packer

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 11-26-2012

SOLD TO:

Mr. Mrs. Miss

Richard W. Haynes

ADDRESS

721 Webster St Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

5 1/2

Sh 1/4 Lot No.

602

Section No.

35

in Highland Cemetery

Number of grave spaces

175.00

Price per grave space \$

175.00

Price Received \$

check 10003

CITY OF HATTIESBURG, MISSISSIPPI

By

Adrian K. Hunter

Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 11-14-2012

SOLD TO:

Mr. Mrs. Miss

Samina Gholar

ADDRESS

401 E 5th St Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

1 1/2

NE 1/4 Lot No.

82

Section No.

in South Hill Cemetery

Number of grave spaces

150.00

Price per grave space \$

150.00

Price Received \$

Cash

CITY OF HATTIESBURG, MISSISSIPPI

By

Adrian K. Hunter

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 Jennifer Gisclair subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

NorthHalf (N1/2) of the Northeast Quarter(NE1/4)

Lot Number:112

Section Number:37

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 4th day of December, 2012.

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, Johnny L. DuPree 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 4th day of December, 2012.

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 Butler, 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 (S1/2) of the Northwest Quarter(NW1/4)

Lot Number:55 Section Number:34

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 4th day of December, 2012.

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, Johnny L. DuFree 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 4th day of December, 2012.

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, Willie and Betty Goins, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northeast Quarter (NE 1/4)

Lot Number 53 Section 35

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 4th day of December, 2012.

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, Johnny L. DuPree 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 4th day of December, 2012.

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 Tommy Brown 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 (N1/2) of the Southeast Quarter (SE1/4)

Lot Number: 6

Section Number: 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 4th day of December, 2012.

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, Johnny L. DuFree 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 4th day of December, 2012.

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 Clarence Myers Jr. 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 (N1/2) of the Southwest Quarter(SW1/4)

Lot Number:38

Section Number:32

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 4th day of December, 2012.

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, Johnny L. DuPree 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 4th day of December, 2012.

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 Eva Haynes . 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 (N1/2) of the Southwest Quarter(SW1/4)

Lot Number:62

Section Number: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 4th day of December, 2012.

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, Johnny L. DuPree 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 4th day of December, 2012.

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 Rosalyn Packer, 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 (S1/2) of the Northeast Quarter(NE1/4)

Lot Number:56

Section Number:34

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 4th day of December, 2012.

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, Johnny L. DuPree 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 4th day of December, 2012.

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 Alterberry, 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 (N1/2) of the Northeast Quarter(NE1/4)

Lot Number:43

Section Number:32

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 4th day of December, 2012.

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, Johnny L. DuPree 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 4th day of December, 2012.

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 Richard W Haynes 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 (S1/2) of the Southwest Quarter(SW1/4)

Lot Number:62 Section Number: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 4th day of December, 2012.

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, Johnny L. DuPree 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 4th day of December, 2012.

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 Samina Gholar, 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 (W1/2) of the Northeast Quarter (NE1/4)

Lot Number: 82 Section Number: 1

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 4th day of December, 2012.

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, 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 4th day of December, 2012.

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 Jennifer Gisclair, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

NorthHalf (N1/2) of the Northeast Quarter(NE1/4)

Lot Number:112

Section Number:37

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 4th day of December, 2012.

ATTEST:

Eddie R. Myers
CITY CLERK

Johnny L. DuPre
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, 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 4th day of December, 2012.

My Commission Expires:

ID NO. 87654
Commission Expires
02/12/2016

[Signature]
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 Butler, 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 (S1/2) of the Northwest Quarter (NW1/4)

Lot Number: 55 Section Number: 34

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 4th day of December, 2012.

ATTEST

Eddie R. Myers
CITY CLERK

Johnny L. DuPree
MAYOR
CITY OF HATTIESBURG, MISSISSIPPI

(S E A L)

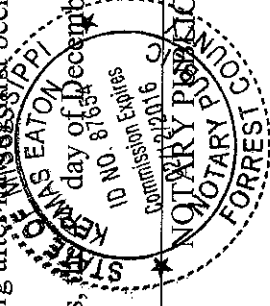
STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree 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, 4th day of December, 2012.

My Commission Expires: _____

Johnny L. DuPree



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, Willie and Betty Goins, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northeast Quarter (NE 1/4)

Lot Number 53 Section 35

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

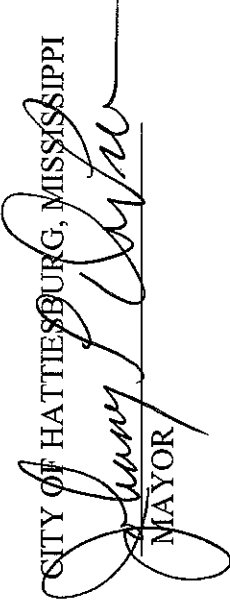
SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and 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 4th day of December, 2012.

ATTEST:


CITY CLERK


CITY OF HATTIESBURG, MISSISSIPPI
MAYOR

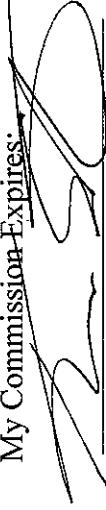
(S E A L)

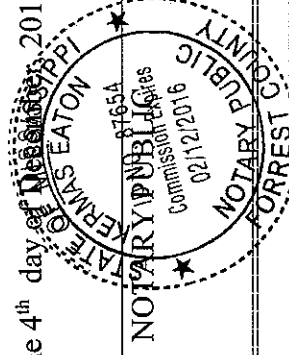
STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree 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 4th day of December, 2012.

My Commission Expires: _____





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 Tommy Brown 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 (N1/2) of the Southeast Quarter (SE1/4)

Lot Number: 6

Section Number: 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 4th day of December, 2012.

ATTEST:

Eddie R. Myers
CITY CLERK

Johnny L. DuPre
CITY OF HATTIESBURG, MISSISSIPPI
MAYOR

(S E A L)

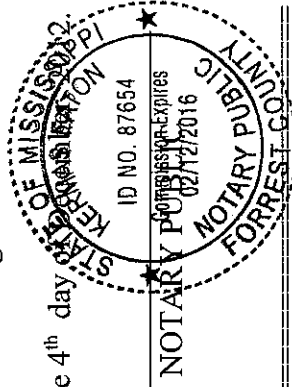
STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, 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 4th day of December, 2012.

My Commission Expires:

[Signature]



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 FIVE HUNDRED TWENTY FIVE AND NO/100 Dollars (\$525.00), 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 Dell W Sanders, 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 (S ½) of the Northwest Quarter (NW 1/4)

Lot: 49 Section: 34

&

Southwest Quarter(SW 1/4)

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
three (3) 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 4th day of December, 2012.

ATTEST:

Eddie R. Myers
CITY CLERK

(S E A L)

Johnny L. DuPree
CITY OF HATTIESBURG, MISSISSIPPI
MAYOR

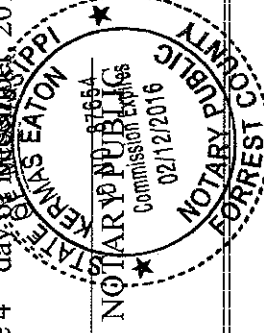
STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree 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 4th day of November, 2012.

My Commission Expires: _____

Johnny L. DuPree



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 Clarence Myers Jr., 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 (N1/2) of the Southwest Quarter(SW1/4)

Lot Number:38

Section Number:32

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 4th day of December, 2012.

~~ATTEST:~~

John R. Myers
CITY CLERK

(SEAL)

Johnny J. Lee
CITY OF HATTIESBURG, MISSISSIPPI
MAYOR

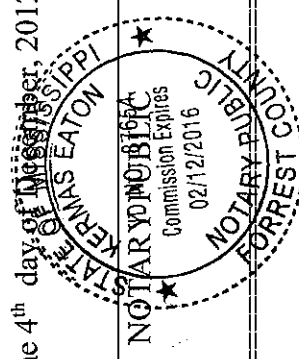
STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree 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 4th day of December, 2012.

My Commission Expires:

[Handwritten signature]



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 Eva Haynes, 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 (N1/2) of the Southwest Quarter (SW1/4)

Lot Number: 62 Section Number: 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 4th day of December, 2012.

ATTEST:

Eddie R. Myers
CITY CLERK

(S E A L)

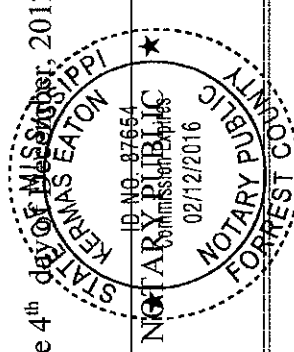
Johnny L. DuPree
CITY OF HATTIESBURG, MISSISSIPPI
MAYOR

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree 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 4th day of December, 2012.

My Commission Expires:



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 Rosalyn Packer, 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 (\$1/2) of the Northeast Quarter (NE 1/4)

Lot Number: 56 Section Number: 34

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 4th day of December, 2012.

ATTEST:

Eddie R. DuPree
CITY CLERK

CITY OF HATTIESBURG MISSISSIPPI
Johnny L. Myers
MAYOR

(S E A L)

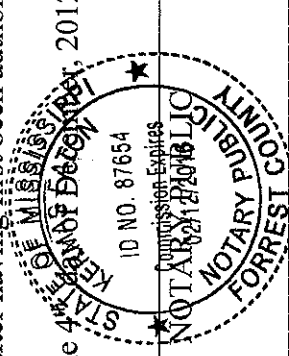
STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree 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 4th day of December, 2012.

My Commission Expires:

[Signature]



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 Alterberry, 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 (N1/2) of the Northeast Quarter (NE1/4)

Lot Number: 43 Section Number: 32

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 4th day of December, 2012.

ATTEST:

Eddie R. Myers
CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI
Johnny L. DuPre
MAYOR

(S E A L)

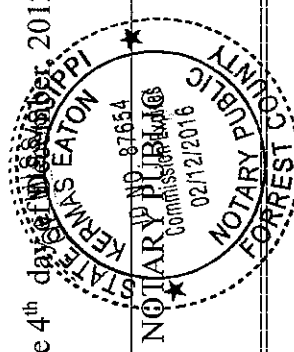
STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, 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 4th day of December, 2012.

My Commission Expires:

[Signature]



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 Richard W Haynes, 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 (S1/2) of the Southwest Quarter(SW1/4)

Lot Number:62

Section Number: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

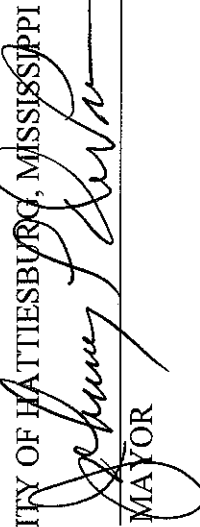
thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

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 4th day of December, 2012.

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, 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 4th day of December, 2012.

My Commission Expires:

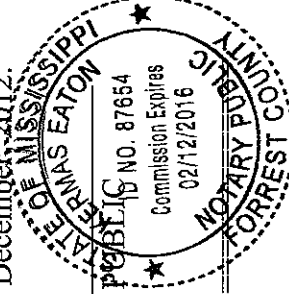


NOTARY PUBLIC

NO. 87654

Commission Expires

02/12/2016



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 Samina Gholar 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 (W1/2) of the Northeast Quarter (NE1/4)

Lot Number: 82 Section Number: 1

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 4th day of December, 2012.

ATTEST:

Eddie R. Myers
CITY CLERK

(S E A L)

Johnny L. DuPree
CITY OF HATTIESBURG, MISSISSIPPI
MAYOR

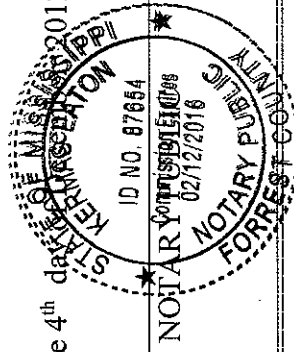
STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree 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 4th day of December, 2012.

My Commission Expires:

Johnny L. DuPree





City of Hattiesburg, MS

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

Master

File Number: 2012-1374

File ID: 2012-1374

Type: Regular Agenda Item

Status: Agenda Ready

Version: 2

Reference:

In Control: City Council

File Created: 11/27/2012

Brief Title: Claims Docket

Final Action:

Minute Book Number: MB2012-1/414

Title:

Approve claims docket for the period ending November 30,2012.

Notes:

Sponsors:

Enactment Date:

Attachments: 12-4-12 claims docket, ADDENDUM 12.3.2012

Enactment Number:

Contact:

Meeting Date: 12/03/2012

Drafter: Kermas Eaton

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	City Council	12/04/2012					

Text of Legislative File 2012-1374

Title

Approve claims docket for the period ending November 30,2012.

Summary

Claims Docket.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

11/29/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
GENERAL FUND							
00001 AAMCO TRANS/AUTOMOTIVE S	125148	00128967	12001248	RADIATOR REPR U#16756	11/30/12	227322	1,367.50-
Sum							1,367.50-
00001 ADVANCED JANITORIAL SERV	20193 CITY H	00129196	12001348	SERVS 11/12 CITY HALL	11/30/12	227324	1,925.00-
00001 ADVANCED JANITORIAL SERV	20193 TRAFFI	00129196	12001349	SERVS 11/12 TRAFFIC OFFICE	11/30/12	227324	250.00-
Sum							2,175.00-
00001 AIRGAS USA LLC (NORDAN S	9010280866	00128864	12001260	WELDING SUPP AIRPORT MAINT	11/30/12	227326	346.55-
Sum							346.55-
00001 APPLE INC	4215466010	00128399	12001340	IPADS-COUNCIL/ACADEMY/FIRE	11/30/12	227329	5,652.00-
Sum							5,652.00-
00001 ASH MILLWORKS	33903	00128806	12001346	BLDG MATLS HUMAN RES OFFICE	11/30/12	227331	886.36-
Sum							886.36-
00001 AT&T	601M26940440	00020132	12001266	SERV 11/8-12/7/12 VARI DEPTS	11/30/12	227332	279.75-
Sum							279.75-
00001 AUTO ARMATURE SERVICE IN	6818	00128998	12001294	STARTER/BATTERY U#11058	11/30/12	227333	205.90-
Sum							205.90-
00001 B & F TACTICAL STORE	256	00128712	12001171	SERGEANT COLLAR INSIGNIA	11/30/12	227336	29.90-
Sum							29.90-
00001 BELK DEPARTMENT STORE	P935600MP010	00128161	12001277	CLOTH ALLOW-MCLAURIN-POLICE	11/30/12	227339	35.18-
00001 BELK DEPARTMENT STORE	P935600MP010	00128164	12001278	CLOTH ALLOW-SIMS-POLICE	11/30/12	227339	391.32-
00001 BELK DEPARTMENT STORE	P935600M500Y	00128316	12001279	CLOTH ALLOW-VAUGHN-POLICE	11/30/12	227339	94.97-
Sum							521.47-
00001 BILLS, WHITNEY (REFUND)	MUNICIPAL CO	02013109	12001201	MUNICIPAL COURT REFUND	11/30/12	227342	227.00-
Sum							227.00-
00001 BROADWAY DRIVE TIRE	085430	00128920	12001154	TIRES U#15480 CONSTR	11/30/12	227348	555.92-
Sum							555.92-
BROADWAY DRIVE TIRE							

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING NOVEMBER 30, 2012

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount	Page Date	- 11/29/12 2
Sum								555.92-		
00001	C D W GOVERNMENT	5398174	00128350	12001135	COMPUTER EQUIP VARI DEPTS	11/30/12	227354	2,653.06-		
00001	C D W GOVERNMENT	5456956	00128350	12001136	COMPUTER EQUIP FIRE DEPT	11/30/12	227354	190.00-		
00001	C D W GOVERNMENT	5905855	00128350	12001137	COMPUTER EQUIP FIRE DEPT	11/30/12	227354	73.81-		
00001	C D W GOVERNMENT	T086637	00128363	12001138	COMPUTERS DETECTIVES/TRAFFIC	11/30/12	227354	46,970.00-		
00001	C D W GOVERNMENT	T352307	00128897	12001344	LAPTOP	11/30/12	227354	4,060.00-		
00001	C D W GOVERNMENT	I425723	00128897	12001345	LAPTOP WARRANTY	11/30/12	227354	460.00-		
Sum	C D W GOVERNMENT							54,406.87-		
00001	C SPIRE WIRELESS (CELLUL	10/23/12-11/	00201351	12001309	CELL SERV 10/12 GENERAL	11/30/12	227355	9,555.38-		
Sum	C SPIRE WIRELESS (CELLUL							9,555.38-		
00001	CERTIFIED LABORATORIES	921610	00128972	12001369	CHEMICALS-HEALTH	11/30/12	227359	4,851.00-		
Sum	CERTIFIED LABORATORIES							4,851.00-		
00001	CHAMBLISS, ASHLEY (REFUN		02013109	12001202	MUNICIPAL COURT REFUND	11/30/12	227360	410.50-		
Sum	CHAMBLISS, ASHLEY (REFUN							410.50-		
00001	CITY OF HATTIESBURG FUND	11/28/12	02013127	12001270	TRF 3RD 11/12 PAYROLL	11/28/12	17157	888,998.79-		
Sum	CITY OF HATTIESBURG FUND							888,998.79-		
00001	CLARION LEDGER (SUBSCRIP	CL6108589	10	00129160	12001313 SUBSCRIPT 10/12-9/13 M/ADM	11/30/12	227361	300.03-		
Sum	CLARION LEDGER (SUBSCRIP							300.03-		
00001	COMCAST CABLEVISION OF H	095777456110	00128945	12001144	CABLE CONVERTER BOX FEE-POL	11/30/12	227367	11.26-		
00001	COMCAST CABLEVISION OF H	095777456110	00128956	12001145	CABLE CONVERTER 6/14-9/14/12	11/30/12	227367	59.68-		
00001	COMCAST CABLEVISION OF H	095777340100	00128977	12001191	SERV AIRPORT CONSTR OFFICE	11/30/12	227367	82.30-		
00001	COMCAST CABLEVISION OF H	095777456110	00129151	12001324	CONVERTER BOX FEE POLICE ADM	11/30/12	227367	8.32-		
Sum	COMCAST CABLEVISION OF H							161.56-		
00001	COMPLETE ENVIRONMENTAL &	7183	00129109	12001301	2012 AMNESTY DAY COLLECTION	11/30/12	227368	64,632.51-		
Sum	COMPLETE ENVIRONMENTAL &							64,632.51-		
00001	COURTESY MOTORS INC	172615	00128826	12001139	OIL CHANGE U#17527 FED/STATE	11/30/12	227372	34.95-		
00001	COURTESY MOTORS INC	172615(B)	00128933	12001140	ADDL AMT DUE PO#128826	11/30/12	227372	31.97-		
Sum	COURTESY MOTORS INC							66.92-		
00001	CRAIN TRACTOR & EQUIPMEN	CS79129	00128621	12001360	CABLES STREET STOCK	11/30/12	227374	139.50-		

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING NOVEMBER 30, 2012

Page 3
Date 11/29/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
CRAIN TRACTOR & EQUIPMEN Sum							
00001 D & M CLARK CONSTRUCTION	1899		00129167	12001326 SRVS MINERAL CRK BANK STABL	11/30/12	227377	3,118.37-
D & M CLARK CONSTRUCTION Sum							
00001 DATA LINE ASSOCIATES	PCM24061		00128819	12001342 PRINTER SUPP INFO TECH	11/30/12	227378	1,669.00-
00001 DATA LINE ASSOCIATES	PCM24079		00128853	12001343 PRINTER SUPP INFO TECH	11/30/12	227378	363.00-
DATA LINE ASSOCIATES Sum							
00001 DELGADO, DEBORAH DENARD	TRAV ADVANCE	00128976	12001162	TRAV ADV-WHITE HOUSE HOLIDAY	11/30/12	227379	375.00-
DELGADO, DEBORAH DENARD Sum							
00001 DELTACOM 1058	12300695	00128421	12001318	PHONE SYS MAINT TRAIN DEPOT	11/30/12	227380	792.00-
00001 DELTACOM 1058	11044575	11/ 00128421	12001319	PHONE SYS MAINT CITY HALL	11/30/12	227380	2,664.00-
00001 DELTACOM 1058	11044583	11/ 00128421	12001320	PHONE SYS MAINT POLICE DEPT	11/30/12	227380	3,444.00-
00001 DELTACOM 1058	11784592	11/ 00128421	12001321	PHONE SYS MAINT P/F ACADEMY	11/30/12	227380	450.00-
DELTACOM 1058 Sum							
00001 DILLARDS DEPARTMENT STOR	P933600N100X	00128162	12001280	CLOTH ALLOW-MCLAURIN-POLICE	11/30/12	227381	402.02-
00001 DILLARDS DEPARTMENT STOR	P933600MP00X	00128403	12001281	CLOTH ALLOW-SHORT-POLICE	11/30/12	227381	397.72-
00001 DILLARDS DEPARTMENT STOR	P933600N100X	00128403	12001282	CLOTH ALLOW-SHORT-POLICE	11/30/12	227381	107.00-
DILLARDS DEPARTMENT STOR Sum							
00001 DUNAGIN PEST CONTROL(PRE	8688374	00129115	12001297	SENTRICON SERV ENGR DEPT	11/30/12	227383	86.25-
DUNAGIN PEST CONTROL(PRE Sum							
00001 E & B DISCOUNT GROCERY (	SHELBY EDWAR	02013108	12001308	MERCHANT FEE & FINE	11/30/12	227385	168.53-
E & B DISCOUNT GROCERY (							
Sum							
00001 ECO-SYSTEMS INC	0120819	00128993	12001182	SRVS MINERAL CRK BANK STABL	11/30/12	227386	1,117.97-
ECO-SYSTEMS INC Sum							
00001 ECONOMY SUPPLY CO	181081	00128736	12001174	BLDG MATLS-TARGETS-ACADEMY	11/30/12	227387	73.45-
00001 ECONOMY SUPPLY CO	181445	00128968	12001299	REPR MATLS 308 SCOoba ST	11/30/12	227387	64.00-
ECONOMY SUPPLY CO Sum							
00001 EMERGENCY EQUIPMENT PROF	405002	00128577	12001150	RED LIGHTS FIRE DEPT	11/30/12	227391	245.96-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING NOVEMBER 30, 2012

Page 4
Date - 11/29/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
EMERGENCY EQUIPMENT PROF	405048	00128288	12001250	FIRE HOSE EQUIPMENT	11/30/12	227391	625.70-
EMERGENCY EQUIPMENT PROF	405119	00129054	12001356	REPR PTS U#13933 FIRE	11/30/12	227391	681.59-
EMERGENCY EQUIPMENT PROF							1,553.25-
EMPIRE TRUCK SALES (H'BU	CE006070651:	00128500	12001361	REPR PTS U#15893 STREET	11/30/12	227392	334.72-
EMPIRE TRUCK SALES (H'BU							334.72-
FASTENAL COMPANY	MSHAT153600	00128693	12001155	HEX WASHERS U#15480/STOCK	11/30/12	227399	36.45-
FASTENAL COMPANY	MSHAT153383	00128455	12001185	DUCT TAPE CONSTR SPEC EVENTS	11/30/12	227399	239.69-
FASTENAL COMPANY	MSHAT153503	00128455	12001186	BLACK TAPE CONSTR SPEC EVENTS	11/30/12	227399	171.60-
FASTENAL COMPANY	MSHAT153599	00128455	12001187	BLACK TAPE CONSTR SPEC EVENTS	11/30/12	227399	171.60-
FASTENAL COMPANY	MSHAT153720	00128574	12001254	BOOTS-STREET DEPT	11/30/12	227399	28.29-
FASTENAL COMPANY	MSHAT153721	00128729	12001255	NUTS/BOLTS/HOOKS-STREET DEPT	11/30/12	227399	26.58-
FASTENAL COMPANY							674.21-
FERGUSON ENTERPRISES INC	1161135	00128703	12001296	PLUMB SUPP P/WORKS RESTROOMS	11/30/12	227400	251.08-
FERGUSON ENTERPRISES INC							251.08-
FORD, PHILLIP	PETTY CASH 1	00129049	12001325	PETTY CASH TRAFF/CONST/AIRPT	11/30/12	227405	160.44-
FORD, PHILLIP							160.44-
FORESTRY SUPPLIERS INC	395695-00	00128892	12001196	PAINT/FLAGS/VESTS-FORESTRY	11/30/12	227406	208.01-
FORESTRY SUPPLIERS INC							208.01-
FORREST CTY DISTRICT ATT	BAD CHECK FE	02013110	12001197	BAD CHECK RECOVERY FEE	11/30/12	227407	70.87-
FORREST CTY DISTRICT ATT							70.87-
FRAMES AND PANES	2126	00128598	12001352	RECRUIT CLASS #30 PICTURE	11/30/12	227408	102.83-
FRAMES AND PANES							102.83-
FUELMAN OF MS	BG127044 NP3	00129000	12001173	FUEL CHGS 10/29-11/4 ACADEMY	11/30/12	227409	296.88-
FUELMAN OF MS	BG127044 NP3	00129014	12001179	FUEL CHG U#14684 11/04 LDC	11/30/12	227409	51.27-
FUELMAN OF MS	BG127044 NP3	00129114	12001289	FUEL CHGS 11/6-11/12 FIRE	11/30/12	227409	72.66-
FUELMAN OF MS							420.81-
G & K SERVICES	1035319464	00128961	12001207	UNIFORMS 10/23 STREET	11/30/12	227412	136.00-
G & K SERVICES	1035321501	00128961	12001208	UNIFORMS 10/30 STREET	11/30/12	227412	138.30-
G & K SERVICES	1035323568	00128961	12001209	UNIFORMS 11/06 STREET	11/30/12	227412	132.00-
G & K SERVICES	1035325616	00128961	12001210	UNIFORMS 11/13 STREET	11/30/12	227412	150.90-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING NOVEMBER 30, 2012

Page 5
- 11/29/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 G & K SERVICES	1035319465	00128961	12001211	UNIFORMS 10/23 SHOP	11/30/12	227412	48.00-
00001 G & K SERVICES	1035321502	00128961	12001212	UNIFORMS 10/30 SHOP	11/30/12	227412	48.00-
00001 G & K SERVICES	1035323569	00128961	12001213	UNIFORMS 11/06 SHOP	11/30/12	227412	48.00-
00001 G & K SERVICES	1035325617	00128961	12001214	UNIFORMS 11/13 SHOP	11/30/12	227412	48.00-
00001 G & K SERVICES	1035329460	00128961	12001215	UNIFORMS 10/23 GO&FS	11/30/12	227412	8.00-
00001 G & K SERVICES	1035321497	00128961	12001216	UNIFORMS 10/30 GO&FS	11/30/12	227412	8.00-
00001 G & K SERVICES	1035323564	00128961	12001217	UNIFORMS 11/06 GO&FS	11/30/12	227412	8.00-
00001 G & K SERVICES	1035325612	00128961	12001218	UNIFORMS 11/13 GO&FS	11/30/12	227412	8.00-
00001 G & K SERVICES	1035321504	00128961	12001219	MOP/MAT 10/23 GO&FS	11/30/12	227412	24.95-
00001 G & K SERVICES	1035323571	00128961	12001220	MOP/MAT 10/30 GO&FS	11/30/12	227412	24.95-
00001 G & K SERVICES	10353235619	00128961	12001221	MOP/MAT 11/06 GO&FS	11/30/12	227412	24.95-
00001 G & K SERVICES	1035321498	00128961	12001222	MOP/MAT 11/03 GO&FS	11/30/12	227412	24.95-
00001 G & K SERVICES	10353219461	00128961	12001223	UNIFORMS 10/23 DRNGE	11/30/12	227412	30.18-
00001 G & K SERVICES	1035321498	00128961	12001224	UNIFORMS 10/30 DRNGE	11/30/12	227412	30.18-
00001 G & K SERVICES	1035322365	00128961	12001225	UNIFORMS 11/06 DRNGE	11/30/12	227412	30.18-
00001 G & K SERVICES	1035325613	00128961	12001226	UNIFORMS 11/13 DRNGE	11/30/12	227412	30.18-
00001 G & K SERVICES	1035319463	00128961	12001227	UNIFORMS 10/23 SANIT	11/30/12	227412	144.00-
00001 G & K SERVICES	1035321500	00128961	12001228	UNIFORMS 10/30 SANIT	11/30/12	227412	152.60-
00001 G & K SERVICES	1035323567	00128961	12001229	UNIFORMS 11/06 SANIT	11/30/12	227412	140.00-
00001 G & K SERVICES	1035325615	00128961	12001230	UNIFORMS 11/13 SANIT	11/30/12	227412	140.00-
00001 G & K SERVICES	1035319466	00128961	12001231	MOP/MAT 10/23 SANIT	11/30/12	227412	16.50-
00001 G & K SERVICES	1035321503	00128961	12001232	MOP/MAT 10/30 SANIT	11/30/12	227412	16.50-
00001 G & K SERVICES	1035323570	00128961	12001233	MOP/MAT 11/06 SANIT	11/30/12	227412	16.50-
00001 G & K SERVICES	1035325618	00128961	12001234	MOP/MAT 11/13 SANIT	11/30/12	227412	16.50-
00001 G & K SERVICES	1035319459	00128961	12001235	UNIFORMS 10/23 ST CLEAN	11/30/12	227412	27.66-
00001 G & K SERVICES	1035321496	00128961	12001236	UNIFORMS 10/30 ST CLEAN	11/30/12	227412	27.66-
00001 G & K SERVICES	1035323563	00128961	12001237	UNIFORMS 11/06 ST CLEAN	11/30/12	227412	27.66-
00001 G & K SERVICES	1035325611	00128961	12001238	UNIFORMS 11/13 ST CLEAN	11/30/12	227412	27.66-
00001 G & K SERVICES	1035319462	00128961	12001239	UNIFORMS 10/23 HEALTH	11/30/12	227412	20.00-
00001 G & K SERVICES	1035321499	00128961	12001240	UNIFORMS 10/30 HEALTH	11/30/12	227412	20.00-
00001 G & K SERVICES	1035323566	00128961	12001241	UNIFORMS 11/06 HEALTH	11/30/12	227412	20.00-
00001 G & K SERVICES	1035322514	00128961	12001242	UNIFORMS 11/13 HEALTH	11/30/12	227412	20.00-
G & K SERVICES							1,834.96-
Sum							
00001 G G A ADMINISTRATORS	CAFE PLAN AD	00129048	12001274	CAFE PLAN ADM FEES 9/12	11/30/12	227413	317.85-
00001 G G A ADMINISTRATORS	CAFE PLAN AD	00129048	12001275	CAFE PLAN ADM FEES 10/12	11/30/12	227413	317.85-
00001 G G A ADMINISTRATORS	CAFE PLAN AD	00129048	12001276	CAFE PLAN ADM FEES 11/12	11/30/12	227413	300.95-
G G A ADMINISTRATORS							
Sum							936.65-
00001 GARNER LUMLEY ELECTRIC S	481801	00128946	12001366	CHRISTMAS LIGHT SUPP-CONSTR	11/30/12	227414	54.20-
GARNER LUMLEY ELECTRIC S							
Sum							54.20-
00001 GILKEY ELECTRIC SUPPLY C	239549	00128573	12001184	ELEC SUPP U#16240 CONSTR	11/30/12	227415	198.66-
GILKEY ELECTRIC SUPPLY C							
Sum							198.66-
00001 GILLILANDS ELECTRONICS S	53605	00128963	12001166	VIDEO CAMERA REPR INFO TECH	11/30/12	227417	65.00-
GILLILANDS ELECTRONICS S							
Sum							65.00-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING NOVEMBER 30, 2012

Page 6
Date - 11/29/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
H'BURG AMERICAN (SUBSCRI Sum	HA0405581	00129159	12001314	SUBSCRIPT 10/12-9/13 M/ADM	11/30/12	227419	275.11-
00001 H'BURG HYDRAULICS INC	49763	00128547	12001189	REPR PTS U#17727 SANIT	11/30/12	227420	182.90-
H'BURG HYDRAULICS INC Sum							182.90-
00001 HANETHO, NICHOLAS	TRAVEL REIMB	00128947	12001148	EXPNS LEADERSHIP CLASSES JKSN	11/30/12	227423	108.00-
HANETHO, NICHOLAS Sum							108.00-
00001 ICE PLANT INC	207459	00129090	12001300	BAGS/ICE 11/21 PUBLIC WORKS	11/30/12	227436	132.30-
ICE PLANT INC Sum							132.30-
00001 INDOFF INC	2186656	00128901	12001364	OFFICE SUPP PUBLIC WORKS	11/30/12	227437	222.31-
INDOFF INC Sum							222.31-
00001 INDUSTRIAL ORGANIZATIONA	C28250A	00129002	12001176	FIREFIGHTER SELECTION TESTS	11/30/12	227438	608.00-
INDUSTRIAL ORGANIZATIONA Sum							608.00-
00001 INTERFACE SECURITY SYSTE	16323881	00129199	12001371	SECURITY 12/12 CEM/FORESTRY	11/30/12	227439	31.45-
INTERFACE SECURITY SYSTE Sum							31.45-
00001 INTL SOCIETY OF ARBORICU	174001 PARKE	00128935	12001157	2013 DUES PARKER-FORESTRY	11/30/12	227440	160.00-
INTL SOCIETY OF ARBORICU Sum							160.00-
00001 INTOXIMETERS	376740	00128735	12001143	MOUTHPIECES-POLICE DEPT	11/30/12	227441	179.95-
INTOXIMETERS Sum							179.95-
00001 IRBY, STUART C CO	S007130152.0	00128537	12001175	LIGHT BULBS P/F ACADEMY	11/30/12	227442	130.60-
00001 IRBY, STUART C CO	S007024599.0	00127682	12001263	ELEC SUPP-LIGHTS-HPD PK LOT	11/30/12	227442	98.83-
00001 IRBY, STUART C CO	S007034550.0	00127682	12001264	ELEC SUPP-LIGHTS-HPD PK LOT	11/30/12	227442	99.44-
00001 IRBY, STUART C CO	S007040011.0	00127682	12001265	ELEC SUPP-LIGHTS-HPD PK LOT	11/30/12	227442	135.14-
IRBY, STUART C CO Sum							464.01-
00001 JESSE L BROWN LODGE #145	PO#129120 AD	00129120	12001268	BOOKLET AD 55TH ANNUAL BALL	11/30/12	227445	100.00-
JESSE L BROWN LODGE #145 Sum							100.00-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING NOVEMBER 30, 2012

Page 7
Date 11/29/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
JET CONSTRUCTION Sum	1535	00128554	12001195	TOPSOIL-CEMETERY	11/30/12	227446	1,800.00-
JOHNNY'S WRECKER SERVICE Sum	20982	00129006	12001368	TOWING U#16080 SANIT	11/30/12	227449	250.00-
KEYES ELECTRIC INC Sum	01744-01746	00129098	12001303	REPR AIRPORT LIGHTS	11/30/12	227453	2,412.76-
LEGAL BRIEFINGS FOR FIRE Sum	00001 LEGAL BRIEFINGS FOR FIRE 15413693	00129031	12001288	LEGAL BRIEFINGS FIRE ADM	11/30/12	227466	98.76-
LOCKETT, COURTNEY (REFUN Sum	00001 LOCKETT, COURTNEY (REFUN MUNICIPAL CO 02013109 12001203 MUNICIPAL COURT REFUND				11/30/12	227469	546.25-
MCCI LLC Sum	2073 - 10/20 00129158 12001267 ANNUAL MAINT RENEWAL				11/27/12	17156	9,024.00-
MCCAIN UNIFORMS Sum	241525-1	00127773	12001142	MTRCYCLE BOOTS-YOUNG-POLICE	11/30/12	227473	310.00-
MCELHANEY PLUMBING INC Sum	201572 00128931 12001180 PLUMB SUPP PUBLIC WORKS 201868 00129033 12001367 PLUMB SUPP CONSTR STOCK 202035 00129094 12001370 PLUMB SUPP HILND CEMETERY				11/30/12 11/30/12 11/30/12	227474 227474 227474	204.09- 36.85- 102.49-
MCMULLAN EQUIPMENT CO Sum	1444460P 00128966 12001246 REPR PTS POLICE STOCK 144771P 00128966 12001247 REPR PTS POLICE STOCK				11/30/12 11/30/12	227475 227475	210.00- 56.48-
MECKS, ARLECCIE (REFUND) Sum	00001 MECKS, ARLECCIE (REFUND) MUNICIPAL CO 02013109 12001204 MUNICIPAL COURT REFUND				11/30/12	227477	50.00-
MEGAGATE Sum	205876-00 10 00128964 12001167 INET/NETWORK 11/12 INFO TECH				11/30/12	227478	6,258.83-
							6,258.83-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING NOVEMBER 30, 2012

Page 8
Date - 11/29/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
MID SOUTH UNIFORM & SUPP	489805	00127840	12001283	T SHIRTS POLICE STOCK	11/30/12	227480	150.00-
00001 MID SOUTH UNIFORM & SUPP	489904	00128122	12001284	JACKETS POLICE STOCK	11/30/12	227480	181.00-
00001 MID SOUTH UNIFORM & SUPP	489905	00128163	12001287	UNIFORM SHIRTS-MAPP-POLICE	11/30/12	227480	93.00-
MID SOUTH UNIFORM & SUPP							424.00-
Sum							
00001 MOORE'S LOCK AND KEY LLC	12416	00128909	12001177	BACK DOOR REPR #1 FIRE STA	11/30/12	227484	80.00-
MOORE'S LOCK AND KEY LLC							80.00-
Sum							
00001 MOTORCYCLE GEAR	2004 & 2005	00128919	12001147	MTRCYCLE CLUTCH REPRS	11/30/12	227485	352.95-
MOTORCYCLE GEAR							352.95-
Sum							
00001 MS FIRE CHIEF'S CONFEREN	REG FEES 1/2	00129118	12001293	REG FEES 5 IND CONF JACKSON	11/30/12	227486	275.00-
MS FIRE CHIEF'S CONFEREN							275.00-
Sum							
00001 MS MUNICIPAL LEAGUE	REG-DUPREE 1	00128986	12001165	REG-DUPREE-CONF-JACKSON	11/30/12	227487	135.00-
MS MUNICIPAL LEAGUE							135.00-
Sum							
00001 MS POWER COMPANY	11/12 GENERA	00020134	12001329	MONTHLY ELEC-GENERAL	11/30/12	227488	92,105.36-
MS POWER COMPANY							92,105.36-
Sum							
00001 MS URBAN FOREST COUNCIL	2013 DUES	00128936	12001158	CITY 2013 DUES	11/30/12	227490	100.00-
MS URBAN FOREST COUNCIL							100.00-
Sum							
00001 N & H ELECTRONIC DISTRIB	107741	00128730	12001172	PAGER/REMOTE BATTERIES	11/30/12	227492	233.28-
N & H ELECTRONIC DISTRIB							233.28-
Sum							
00001 NAPA AUTO PARTS	479814	00128921	12001156	REPR PTS U#9169 AIRPORT	11/30/12	227493	166.66-
00001 NAPA AUTO PARTS	479994	00128996	12001251	REPR PTS U#13932 FIRE	11/30/12	227493	423.49-
00001 NAPA AUTO PARTS	480089	00129042	12001252	REPR PTS U#15064 FIRE	11/30/12	227493	39.24-
NAPA AUTO PARTS							629.39-
Sum							
00001 NEBLETT'S FRAME OUTLET	238334	00127647	12001272	PICTURE FRAME PLANNING DEPT	11/30/12	227494	367.16-
NEBLETT'S FRAME OUTLET							367.16-
Sum							
00001 NEWELL PAPER COMPANY	548994	00128711	12001170	JANIT SUPP POLICE DEPT	11/30/12	227497	1,639.92-
00001 NEWELL PAPER COMPANY	549024	00128843	12001181	JANIT SUPP PUBLIC WORKS	11/30/12	227497	573.28-
00001 NEWELL PAPER COMPANY	548665	00128566	12001192	TRASH CANS-CEMETERY	11/30/12	227497	294.35-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING NOVEMBER 30, 2012

Page 9
Date 11/29/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
NEWELL PAPER COMPANY							
00001 NEWELL PAPER COMPANY	549043	00128566	12001193	TRASH CANS-CEMETERY	11/30/12	227497	210.25-
00001 NEWELL PAPER COMPANY	549603	00129043	12001273	JANIT SUPP CITY HALL	11/30/12	227497	151.68-
00001 NEWELL PAPER COMPANY	549676	00129078	12001353	JANIT SUPP P/F ACADEMY	11/30/12	227497	802.00-
NEWELL PAPER COMPANY							
Sum							3,671.48-
NICHOLSON & COMPANY PLLC							
00001 NICHOLSON & COMPANY PLLC	160129	02013105	12001159	INTERIM BILLING '11-'12 AUDIT	11/30/12	227498	40,000.00-
NICHOLSON & COMPANY PLLC							
Sum							40,000.00-
NORTHERN TOOL & EQUIP CO							
00001 NORTHERN TOOL & EQUIP CO	27226624	00128666	12001249	FOLDING TRAILER-HAZMAT RSPNSE	11/30/12	227499	859.98-
00001 NORTHERN TOOL & EQUIP CO	272228635	00128637	12001262	FOLD DOWN SEAT-KNUCKLEBOOM	11/30/12	227499	149.25-
NORTHERN TOOL & EQUIP CO							
Sum							1,009.23-
OFFICE DEPOT INC							
00001 OFFICE DEPOT INC	630653964001	00128433	12001152	OFFICE SUPP ENGR DEPT	11/30/12	227502	165.75-
00001 OFFICE DEPOT INC	630653965001	00128433	12001153	OFFICE SUPP ENGR DEPT	11/30/12	227502	19.98-
00001 OFFICE DEPOT INC	631259251001	00128571	12001168	OFFICE SUPP MPO/GIS	11/30/12	227502	199.36-
00001 OFFICE DEPOT INC	628003311001	00127845	12001243	OFFICE SUPP POLICE ADM	11/30/12	227502	9.99-
00001 OFFICE DEPOT INC	628003312001	00127845	12001244	OFFICE SUPP POLICE ADM	11/30/12	227502	34.44-
00001 OFFICE DEPOT INC	1523201496	00128737	12001245	OFFICE SUPP POLICE	11/30/12	227502	133.80-
00001 OFFICE DEPOT INC	632875978002	00128930	12001310	FLOOR MATS MUN COURT/POLICE	11/30/12	227502	243.57-
00001 OFFICE DEPOT INC	632875979001	00128930	12001311	FLOOR MATS POLICE DEPT	11/30/12	227502	159.98-
00001 OFFICE DEPOT INC	1523780918	00128995	12001328	PRINTER SUPP CEM/FORESTRY	11/30/12	227502	64.08-
OFFICE DEPOT INC							
Sum							1,030.95-
PEANUTS TOWING SERVICE							
00001 PEANUTS TOWING SERVICE	61589	00129046	12001285	TOWING U#17316 POLICE	11/30/12	227504	65.00-
00001 PEANUTS TOWING SERVICE	61522	00129046	12001286	TOWING U#17593 POLICE	11/30/12	227504	65.00-
PEANUTS TOWING SERVICE							
Sum							130.00-
PEARL RIVER VALLEY EPA (							
00001 PEARL RIVER VALLEY EPA (	11/12 GENERA	00020134	12001307	MONTHLY 11/12 PUBLIC SERVICES	11/30/12	227505	1,323.84-
PEARL RIVER VALLEY EPA (							
Sum							1,323.84-
PHILLIPS CAR CARE CENTER							
00001 PHILLIPS CAR CARE CENTER	24386	00129001	12001295	DOOR REPR U#14681 LAND CODE	11/30/12	227507	248.09-
PHILLIPS CAR CARE CENTER							
Sum							248.09-
PINE BELT OIL COMPANY IN							
00001 PINE BELT OIL COMPANY IN	1006433	00128855	12001160	GASOLINE PUBLIC WORKS	11/30/12	227509	15,871.48-
00001 PINE BELT OIL COMPANY IN	1006811	00128855	12001161	DIESEL PUBLIC WORKS	11/30/12	227509	13,160.80-
00001 PINE BELT OIL COMPANY IN	633064	00128908	12001194	GASOLINE CEM/FORESTRY	11/30/12	227509	2,030.70-
00001 PINE BELT OIL COMPANY IN	636005	00129068	12001338	GASOLINE PUBLIC WORKS	11/30/12	227509	12,456.67-
00001 PINE BELT OIL COMPANY IN	636007	00129068	12001339	DIESEL PUBLIC WORKS	11/30/12	227509	9,483.32-
PINE BELT OIL COMPANY IN							
Sum							53,002.97-
POPE, MICHAEL							
00001 POPE, MICHAEL	MILEAGE 11/1	00129157	12001322	MILEAGE MAGGRA MEET CLEVELAND	11/30/12	227513	236.43-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING NOVEMBER 30, 2012

Page 10
Date - 11/29/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
POPE, MICHAEL							
Sum							
00001 POWER PLUS INC	12086	00128629	12001151	AGRI EQUIP PTS STREET DEPT	11/30/12	227515	331.80-
00001 POWER PLUS INC	12319	00129100	12001365	AGRI EQUIP SUPP STREET DEPT	11/30/12	227515	105.60-
POWER PLUS INC							
Sum							437.40-
00001 PRO TRAVEL INC	AA/NLZWCT DE	00128979	12001163	DELGADO 12/6-8 WHITE HOUSE	11/30/12	227517	254.60-
00001 PRO TRAVEL INC	WP/DHY6GD DU	00129166	12001315	DUPREE 12/12-13/12 EPA MEET	11/30/12	227517	250.10-
00001 PRO TRAVEL INC	WP/DHY6GD KU	00129166	12001316	KUYRKENDALL 12/12-13 EPA MEET	11/30/12	227517	250.10-
00001 PRO TRAVEL INC	WP/DHY6GD BO	00129166	12001317	BOUTWELL 12/12-13/12 EPA MEET	11/30/12	227517	250.10-
PRO TRAVEL INC							
Sum							1,004.90-
00001 PROMOTIONAL MARKETING	343696	00129013	12001164	PROM AWARDS HEALTHY HOMETOWN	11/30/12	227518	275.77-
PROMOTIONAL MARKETING							
Sum							275.77-
00001 RYAN MOTORS INC	193785	00128328	12001351	REPR PTS U#15482 POLICE	11/30/12	227526	16.14-
RYAN MOTORS INC							
Sum							16.14-
00001 SHERRILL INC	INV-274678	00128891	12001261	RIGGING ROPE-TREE CREW	11/30/12	227529	116.95-
SHERRILL INC							
Sum							116.95-
00001 SHOWS DEARMAN & WAITS IN	17176	00128988	12001183	CONSTR 9/23-10/27 GORDON CRK	11/30/12	227532	2,125.00-
00001 SHOWS DEARMAN & WAITS IN	17179	00129105	12001298	SRV 9/23-10/27 N MAIN/5TH	11/30/12	227532	382.50-
SHOWS DEARMAN & WAITS IN							
Sum							2,507.50-
00001 SOLAR SUPPLY INC	3437613	00128973	12001188	THERMOSTATS HANGAR #3	11/30/12	227538	57.32-
SOLAR SUPPLY INC							
Sum							57.32-
00001 SOUTHERN FINANCIAL SYSTE	CMCHAT 10/16	02013113	12001199	POLICE FINES COLL.FEE	11/30/12	227540	574.26-
00001 SOUTHERN FINANCIAL SYSTE	CMCHAT2 10/1	02013114	12001200	POLICE FINES COLL.FEE	11/30/12	227540	741.52-
SOUTHERN FINANCIAL SYSTE							
Sum							1,315.78-
00001 SOUTHERN INSPIRATION OF	PO#129093 AD	00129093	12001269	BOOKLET AD M/ADM	11/30/12	227542	150.00-
SOUTHERN INSPIRATION OF							
Sum							150.00-
00001 SOUTHERN PINE ELECTRIC P	11/12 GENERA	00020134	12001306	MONTHLY 11/12 PUBLIC SERVICES	11/30/12	227544	63.40-
SOUTHERN PINE ELECTRIC P							
Sum							63.40-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING NOVEMBER 30, 2012

Page 11
Date - 11/29/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
SOUTHERN PINE ELECTRIC P Sum							
00001 SOUTHERN PINES ANIMAL SH	12/12	00129045	12001302	HANDLING, HOUSING 12/12	11/30/12	227545	9,374.00-
SOUTHERN PINES ANIMAL SH Sum							
00001 SOUTHERN PIPE & SUPPLY C	6187541-00	00129008	12001290	PLUMB SUPP #6 FIRE STA	11/30/12	227546	9,374.00-
SOUTHERN PIPE & SUPPLY C Sum							
00001 SOUTHERN RECOVERY & TOWI	42997	00129084	12001363	TOWING U#16081 STREET	11/30/12	227547	248.63-
SOUTHERN RECOVERY & TOWI Sum							
00001 SOUTHERN TIRE MART LLC	11068939	00128915	12001178	TIRES FOR RESCUE 1	11/30/12	227548	300.00-
00001 SOUTHERN TIRE MART LLC	11068661	00128754	12001256	RECAP TIRES SANIT STOCK	11/30/12	227548	1,215.72-
00001 SOUTHERN TIRE MART LLC	11068816	00128792	12001257	RECAP TIRES SANIT STOCK	11/30/12	227548	1,029.00-
00001 SOUTHERN TIRE MART LLC	11068817	00128793	12001258	RECAP TIRES SANIT STOCK	11/30/12	227548	1,060.00-
00001 SOUTHERN TIRE MART LLC	11068957	00129040	12001292	TIRES U#15064 FIRE DEPT	11/30/12	227548	1,493.00-
SOUTHERN TIRE MART LLC Sum							2,359.44-
00001 SOUTHERN 4 WHEEL DRIVE & 1980		00128213	12001358	OUTBOARD MOTOR REPR U#16025	11/30/12	227549	7,157.16-
00001 SOUTHERN 4 WHEEL DRIVE & 1980(B)		00128582	12001359	ADDL AMT DUE PO#128123	11/30/12	227549	183.16-
SOUTHERN 4 WHEEL DRIVE & Sum							31.80-
00001 SOUTHGROUP (GALEY)	HATTIES-02 4	00129150	12001312	NOTARY BOND-HICKS-MUN COURT	11/30/12	227550	214.96-
SOUTHGROUP (GALEY) Sum							100.00-
00001 STANDARD OFFICE SUPPLY C	0029798-001	00128867	12001141	COPY PAPER POLICE DEPT	11/30/12	227553	100.00-
00001 STANDARD OFFICE SUPPLY C	0029883-001	00128960	12001271	OFFICE SUPP RISK MGMT	11/30/12	227553	480.00-
00001 STANDARD OFFICE SUPPLY C	0029978-001	00129060	12001341	OFFICE SUPP RISK MGMT	11/30/12	227553	185.03-
STANDARD OFFICE SUPPLY C Sum							49.43-
00001 STATE FIRE ACADEMY	20231 HANETH	00129180	12001354	REG-HANETHO 11/5 LDRSHIP CLASS	11/30/12	227554	714.46-
00001 STATE FIRE ACADEMY	20231 TAYLOR	00129180	12001355	REG-TAYLOR/THOMPSON 10/29	11/30/12	227554	335.00-
STATE FIRE ACADEMY Sum							740.00-
00001 SUNBELT FIRE INC	75858	00128906	12001357	REPR PTS ENGINE #4 FIRE DEPT	11/30/12	227558	1,075.00-
SUNBELT FIRE INC Sum							352.64-
00001 SWEET PEPPERS (LINCOLN R	PO#128880 11	00128880	12001169	REFRESHMENTS GIS DAY	11/30/12	227559	352.64-
							142.98-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING NOVEMBER 30, 2012

Page 12
Date 11/29/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
SWEET PEPPERS (LINCOLN R Sum							142.98-
00001 THOMPSON, CHARLES BENJAM							46.49-
THOMPSON, CHARLES BENJAM Sum							46.49-
00001 TOLLIVER, PERRY (REFUND)							266.75-
TOLLIVER, PERRY (REFUND) Sum							266.75-
00001 TRUCK SERVICE & EQUIPMEN							360.00-
TRUCK SERVICE & EQUIPMEN Sum							360.00-
00001 TRUCKPRO INC							64.41-
TRUCKPRO INC Sum							64.41-
00001 UNITED FENCE COMPANY							47.58-
UNITED FENCE COMPANY Sum							47.58-
00001 UNITED PARCEL SERVICE IN							5.51-
UNITED PARCEL SERVICE IN Sum							5.51-
00001 VESELY'S NURSERY							257.50-
VESELY'S NURSERY Sum							257.50-
00001 VETERINARY ASSOCIATES OF							713.07-
VETERINARY ASSOCIATES OF Sum							713.07-
00001 WAL-MART STORES INC							99.88-
WAL-MART STORES INC Sum							99.88-
00001 WAL-MART STORES INC							63.77-
WAL-MART STORES INC Sum							63.77-
00001 WAL-MART STORES INC							48.74-
WAL-MART STORES INC Sum							48.74-
00001 WAL-MART STORES INC							215.76-
WAL-MART STORES INC Sum							215.76-
00001 WAL-MART STORES INC							816.52-
WAL-MART STORES INC Sum							816.52-
00001 WAL-MART STORES INC							647.28-
WAL-MART STORES INC Sum							647.28-
00001 WALKER, ANSON (REFUND)							256.00-
WALKER, ANSON (REFUND) Sum							256.00-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING NOVEMBER 30, 2012

Page 13
Date - 11/29/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WALKER, ANSON (REFUND) Sum							256.00-
00001 WARREN PAVING INC	11536MB	00128741	12001337	CRUSHED CONCRETE-DRNGE	11/30/12	227580	2,678.94-
WARREN PAVING INC Sum							2,678.94-
00001 WASTE MANAGEMENT OF SOUT	0006093-2526	00129148	12001327	REFUSE DISPOSAL 11/1-15 SANIT	11/30/12	227581	4,360.62-
WASTE MANAGEMENT OF SOUT Sum							4,360.62-
00001 WATERS INTERNATIONAL TRU	8-223130015	00128624	12001190	REPR PTS U#17729 SANIT	11/30/12	227583	267.36-
00001 WATERS INTERNATIONAL TRU	8-223240090	00129010	12001259	REPR PTS U#14407 SANIT	11/30/12	227583	210.12-
WATERS INTERNATIONAL TRU Sum							477.48-
00001 WILLMUT GAS & OIL COMPAN	11/12 GENERA	00020134	12001305	MONTHLY GAS-GENERAL	11/30/12	227585	203.90-
WILLMUT GAS & OIL COMPAN Sum							203.90-
00001 WORKWELL SERVICES	5099 10/02/1	00129097	12001291	PRE-EMP PHYSICAL FIRE DEPT	11/30/12	227587	475.00-
WORKWELL SERVICES Sum							475.00-
Sum							1,314,878.27-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING NOVEMBER 30, 2012

Page 14
Date - 11/29/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
PARKS & RECREATION FUND 00002 A & R FARM AND GARDEN Sum	224585	00129025	12000326	PLANTING TROWELS	11/30/12	227321	35.00-
A & R FARM AND GARDEN Sum	303869	00128753	12000308	BONE/BLOOD MEAL-HORT.SUPPLIES	11/30/12	227323	35.00-
ADAMS NURSERY Sum	1032604	00128994	12000322	FERTILIZER GRNDS MAINT	11/30/12	227325	192.00-
AGRI-AFC LLC Sum	00002 AUTO ARMATURE SERVICE IN 6781	00129095	12000380	STARTER U#9905 GRNDS MAINT	11/30/12	227333	32.91-
AUTO ARMATURE SERVICE IN Sum	00002 B & B DISTRIBUTING CO (S IN0116036	00128628	12000330	MOWERS	11/30/12	227335	239.95-
B & B DISTRIBUTING CO (S Sum	11573097 & 1	00128238	12000323	RYE GRASS SEED BALLFIELDS	11/30/12	227337	21,314.00-
B W I Sum	14472 PO#128	00128608	12000314	CLEAN TABLE CLOTHS-HOMETOWN	11/30/12	227338	18,337.50-
BASS CLEANERS Sum	00002 BELL, DEVON	OFFICIAL 11/	02013126	12000340 OFFICIAL-YOUTH TACKLE	11/30/12	227340	60.00-
BELL, DEVON Sum	00002 BETTS, SHERMAN	OFFICIAL 11/	02013126	12000341 OFFICIAL-YOUTH TACKLE	11/30/12	227341	325.00-
BETTS, SHERMAN Sum	00002 BOND, MARK	OFFICIAL 11/	02013126	12000342 OFFICIAL-ADULT SOFTBALL	11/30/12	227344	375.00-
BOND, MARK Sum	00002 BRACKMAN MOWER WAREHOUSE IN0116062	00129055	12000381	REPRS U#16995 GRNDS MAINT	11/30/12	227347	85.00-
BRACKMAN MOWER WAREHOUSE Sum	00002 BRACKMAN MOWER WAREHOUSE IN0116061	00129056	12000382	REPRS U#17998 GRNDS MAINT	11/30/12	227347	204.99-
BRACKMAN MOWER WAREHOUSE Sum							269.00-
							473.99-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING NOVEMBER 30, 2012

Page 15
Date - 11/29/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00002 C SPIRE WIRELESS (CELLUL Sum	10/23/12-11/	00201351	12000373	CELL SERV 10/12 PARKS & REC	11/30/12	227355	198.60-
00002 CARTER, MICHAEL Sum	OFFICIAL 11/	02013125	12000331	OFFICIAL-ADULT FLAG FTBALL	11/30/12	227357	40.00-
CARTER, MICHAEL							40.00-
00002 CITY OF HATTIESBURG FUND Sum	11/28/12	02013127	12000321	TRF 3RD 11/12 PAYROLL	11/28/12	36119	40,690.14-
CITY OF HATTIESBURG FUND							40,690.14-
00002 CLEMENTS HARDWARE Sum	104421	00128885	12000309	TARP/TIES-LEAF COLLECTION	11/30/12	227365	138.98-
CLEMENTS HARDWARE							138.98-
00002 COMSOUTH Sum	167699	00128978	12000383	RADIO BATTERIES	11/30/12	227369	207.00-
COMSOUTH							207.00-
000002 COOK, JOSH Sum	OFFICIAL 11/	02013125	12000332	OFFICIAL-ADULT FLAG FTBALL	11/30/12	227371	300.00-
COOK, JOSH							300.00-
00002 CURTIS, GEORGE Sum	SPORTS SERVS	02013124	12000357	SPORTS SUPPORT SERVICES	11/30/12	227375	112.00-
CURTIS, GEORGE							112.00-
00002 CURTIS, MALCOLM Sum	OFFICIAL 11/	02013126	12000343	OFFICIAL-ADULT SOFTBALL	11/30/12	227376	119.00-
CURTIS, MALCOLM							119.00-
00002 DIXON, TIMOTHY Sum	OFFICIAL 11/	02013126	12000344	OFFICIAL-ADULT SOFTBALL	11/30/12	227382	119.00-
DIXON, TIMOTHY							119.00-
00002 DUNMORE, JOHNATHAN Sum	SPORTS SERVS	02013124	12000358	SPORTS SUPPORT SERVICES	11/30/12	227384	259.00-
DUNMORE, JOHNATHAN							259.00-
00002 ECONOMY SUPPLY CO Sum	181014	00128795	12000317	REPR SUPP JC PARK/UNETTA GYM	11/30/12	227387	41.33-
ECONOMY SUPPLY CO							41.33-
00002 ECONOMY SUPPLY CO Sum	180902	00128742	12000319	DOOR LOCKS-VANDALS-JAYCEE PK	11/30/12	227387	77.90-
ECONOMY SUPPLY CO							77.90-
00002 ELKINS WHOLESALE INC Sum	158279-00	00128827	12000307	JANIT SUPP GRNDS MAINT	11/30/12	227389	119.23-
ELKINS WHOLESALE INC							119.23-
							111.00-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING NOVEMBER 30, 2012

Page 16
Date - 11/29/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
ELKINS WHOLESALE INC Sum							111.00-
00002 ESTERS, WILLARD (BUTCH)	OFFICIAL 11/	02013126	12000345	OFFICIAL-ADULT SOFTBALL	11/30/12	227393	136.00-
ESTERS, WILLARD (BUTCH) Sum							136.00-
00002 FAIRLEY, JEREMY	SPORTS SERVS	02013124	12000359	SPORTS SUPPORT SERVICES	11/30/12	227396	161.00-
FAIRLEY, JEREMY Sum							161.00-
00002 FAIRLEY, WILLIAM (VASTON)	SPORTS SERVS	02013124	12000363	SPORTS SUPPORT SERVICES	11/30/12	227397	350.00-
FAIRLEY, WILLIAM (VASTON) Sum							350.00-
00002 FERGUSON ENTERPRISES INC	1161339	00128738	12000328	PLUMB SUPP-VANDALS-JAYCEE PK	11/30/12	227400	467.19-
FERGUSON ENTERPRISES INC Sum							467.19-
00002 FERGUSON, DAVONTE	SPORTS SERVS	02013124	12000360	SPORTS SUPPORT SERVICES	11/30/12	227401	168.00-
FERGUSON, DAVONTE Sum							168.00-
00002 FERGUSON, REX	SPORTS SERVS	02013124	12000361	SPORTS SUPPORT SERVICES	11/30/12	227402	168.00-
FERGUSON, REX Sum							168.00-
00002 FERGUSON, TERRELL	SPORTS SERVS	02013124	12000362	SPORTS SUPPORT SERVICES	11/30/12	227403	168.00-
FERGUSON, TERRELL Sum							168.00-
00002 GARNER LUMLEY ELECTRIC S	481874	00128954	12000318	TIMER SWITCH CULIT CN FOUNTAIN	11/30/12	227414	74.39-
GARNER LUMLEY ELECTRIC S Sum							74.39-
00002 GRIFFIN, GABRIEL	OFFICIAL 11/	02013125	12000333	OFFICIAL-ADULT FLAG FTBALL	11/30/12	227418	30.00-
00002 GRIFFIN, GABRIEL	OFFICIAL 11/	02013126	12000346	OFFICIAL-FLAG FOOTBALL	11/30/12	227418	60.00-
GRIFFIN, GABRIEL Sum							90.00-
00002 HARDEN, SEAN	OFFICIAL 11/	02013126	12000347	OFFICIAL-TACKLE FOOTBALL	11/30/12	227425	425.00-
HARDEN, SEAN Sum							425.00-
00002 HOOKER, CONNELLA	OFFICIAL 11/	02013125	12000334	OFFICIAL-ADULT FLAG FTBALL	11/30/12	227431	40.00-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING NOVEMBER 30, 2012

Page 17
Date 11/29/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
HOOVER, CONNELLA Sum							40.00-
00002 HOSKINS, JAZAMINE Sum				SPORTS SERVS 02013124 12000364 SPORTS SUPPORT SERVICES	11/30/12	227434	252.00-
HOSKINS, JAZAMINE Sum							252.00-
00002 INDOFF INC 00002 INDOFF INC Sum	2182838 2186657	00128732 00128895	12000316 12000327	OFFICE SUPP GRNDS MAINT TABLE SKIRT FASTENERS	11/30/12 11/30/12	227437 227437	189.77- 449.85-
INDOFF INC Sum							639.62-
00002 JONES, ANN Sum				PETTY CASH 1 00129113 12000374 PETTY CASH GRNDS MAINT	11/30/12	227450	280.09-
JONES, ANN Sum							280.09-
00002 KEATON, CHRISTOPHER Sum				OFFICIAL 11/ 02013126 12000348 OFFICIAL-TACKLE FOOTBALL	11/30/12	227451	150.00-
KEATON, CHRISTOPHER Sum							150.00-
00002 KEYS, ANTHONY Sum				SPORTS SERVS 02013124 12000365 SPORTS SUPPORT SERVICES	11/30/12	227454	168.00-
KEYS, ANTHONY Sum							168.00-
00002 KEYS, MECHEKA Sum				SPORTS SERVS 02013124 12000366 SPORTS SUPPORT SERVICES	11/30/12	227455	105.00-
KEYS, MECHEKA Sum							105.00-
00002 KEYS, TRAVIS Sum				OFFICIAL 11/ 02013125 12000335 OFFICIAL-ADULT FLAG FTBALL	11/30/12	227456	40.00-
KEYS, TRAVIS Sum							40.00-
00002 KIMES, JASON Sum	1202	00128642	12000384	SCULPTURE BASE SHERRILL CNTR	11/30/12	227457	500.00-
KIMES, JASON Sum							500.00-
00002 KIRKSEY, JOHNATHAN Sum				OFFICIAL 11/ 02013126 12000349 OFFICIAL-TACKLE FOOTBALL	11/30/12	227458	400.00-
KIRKSEY, JOHNATHAN Sum							400.00-
00002 KIRKSEY, NANCY JONES Sum				SPORTS SERVS 02013124 12000367 SPORTS SUPPORT SERVICES	11/30/12	227459	350.00-
KIRKSEY, NANCY JONES Sum							350.00-
00002 LANCASTER'S MACHINE & WE 00002 LANCASTER'S MACHINE & WE	21032 21045	00128866 00129038	12000311 12000329	DOOR REPR GRNDS DUMP TRAILER REPRS U#14719 GRNDS MAINT	11/30/12 11/30/12	227463 227463	192.00- 150.00-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING NOVEMBER 30, 2012

Page 18
Date - 11/29/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
LANCASTER'S MACHINE & WE Sum							
00002 LANGHAM, PAUL	OFFICIAL 11/	02013125	12000336	OFFICIAL-ADULT FLAG FTBALL	11/30/12	227464	342.00-
LANGHAM, PAUL Sum							
00002 LIBERTY FLAG & SPECIALTY	11120037	00128605	12000379	AMERICAN FLAG CHAIN PARK	11/30/12	227468	203.95-
LIBERTY FLAG & SPECIALTY Sum							
00002 LOWE, JAMES A	OFFICIAL 11/	02013125	12000337	OFFICIAL-ADULT FLAG FTBALL	11/30/12	227471	30.00-
LOWE, JAMES A Sum							
00002 MCNAIR, EVELENE	OFFICIAL 11/	02013126	12000350	OFFICIAL-TACKLE FOOTBALL	11/30/12	227476	425.00-
MCNAIR, EVELENE Sum							
00002 MINGO, DEMYRON MANDELA	OFFICIAL 11/	02013126	12000351	OFFICIAL-ADULT SOFTBALL	11/30/12	227482	119.00-
MINGO, DEMYRON MANDELA Sum							
00002 MS POWER COMPANY	11/12 PKS/RE	00020134	12000375	MONTHLY ELEC-PARKS & REC	11/30/12	227488	11,299.61-
MS POWER COMPANY Sum							
00002 MS STATE/TAX COMM/TAX EX	PO#128940 11	00128940	12000312	TAG U#18764 GRNDS MAINT	11/30/12	227489	12.00-
MS STATE/TAX COMM/TAX EX Sum							
00002 PATTERSON, ISIAH	OFFICIAL 11/	02013126	12000352	OFFICIAL-ADULT SOFTBALL	11/30/12	227503	400.00-
PATTERSON, ISIAH Sum							
00002 PETERSON, SHAMARI	OFFICIAL 11/	02013125	12000338	OFFICIAL-ADULT FLAG FTBALL	11/30/12	227506	30.00-
00002 PETERSON, SHAMARI	OFFICIAL 11/	02013126	12000353	OFFICIAL-FLAG FOOTBALL	11/30/12	227506	100.00-
PETERSON, SHAMARI Sum							
00002 PLAY IT AGAIN SPORTS	PO#128487 11	00128487	12000320	T SHIRTS-SENIOR PROGRAM 2012	11/30/12	227511	392.00-
PLAY IT AGAIN SPORTS Sum							
00002 POWELL, RANDY	SPORTS SERVS	02013124	12000368	SPORTS SUPPORT SERVICES	11/30/12	227514	252.00-
POWELL, RANDY							

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING NOVEMBER 30, 2012

Page 19
Date 11/29/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum							252.00-
00002 SIGNS FIRST	H-39206	00128646	12000313	CHAIN PARK SIGNS	11/30/12	227533	428.37-
SIGNS FIRST Sum							428.37-
00002 SIMPSON, LYNN	OFFICIAL 11/	02013126	12000354	OFFICIAL-ADULT SOFTBALL	11/30/12	227535	136.00-
SIMPSON, LYNN Sum							136.00-
00002 SMITH, THOMAS III	OFFICIAL 11/	02013125	12000339	OFFICIAL-ADULT FLAG FTBALL	11/30/12	227537	40.00-
SMITH, THOMAS III Sum							40.00-
00002 SOUTH, CASSIUS	SPORTS SERVS	02013124	12000369	SPORTS SUPPORT SERVICES	11/30/12	227539	210.00-
SOUTH, CASSIUS Sum							210.00-
00002 SOUTHERN MS PINE STRAW	7776	00128661	12000324	PINE STRAW CHAIN PARK	11/30/12	227543	750.00-
SOUTHERN MS PINE STRAW Sum							750.00-
00002 SOUTHLAND FLORIST	40041 PO#128	00128839	12000310	CHRISTMAS BOWS-D/T LITE POLES	11/30/12	227551	300.00-
SOUTHLAND FLORIST Sum							300.00-
00002 TROTTER, WILLIE	OFFICIAL 11/	02013126	12000355	OFFICIAL-ADULT SOFTBALL	11/30/12	227564	119.00-
TROTTER, WILLIE Sum							119.00-
00002 TRUSSELL, JAY	OFFICIAL 11/	02013126	12000356	OFFICIAL-ADULT SOFTBALL	11/30/12	227568	85.00-
TRUSSELL, JAY Sum							85.00-
00002 VARNADO, ALEXZANDRIA	SPORTS SERVS	02013124	12000370	SPORTS SUPPORT SERVICES	11/30/12	227572	63.00-
VARNADO, ALEXZANDRIA Sum							63.00-
00002 VARNADO, UNDR	SPORTS SERVS	02013124	12000371	SPORTS SUPPORT SERVICES	11/30/12	227573	210.00-
VARNADO, UNDR Sum							210.00-
00002 VESELY'S NURSERY	PO#128601 11	00128601	12000325	FALL PLANTS CITY WIDE	11/30/12	227574	810.00-
VESELY'S NURSERY Sum							810.00-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING NOVEMBER 30, 2012

Page 20
Date - 11/29/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
VINCENT, CALVIN JR	SPORTS SERVS	02013124	12000372	SPORTS SUPPORT SERVICES	11/30/12	227576	315.00-
Sum							315.00-
00002 WAL-MART STORES INC	000423	00128095	12000376	SUPP-FALL CRAFT PARTY	11/30/12	227577	71.25-
00002 WAL-MART STORES INC	002831	00128520	12000377	CANDY 2012 PK/REC EVENTS	11/30/12	227577	66.08-
00002 WAL-MART STORES INC	005176	00128838	12000378	CHRISTMAS DECOR CITY WIDE	11/30/12	227577	295.08-
Sum							432.41-
WAL-MART STORES INC							
00002 WATER FLOW PRODUCTIONS I	7721	00128720	12000315	IRRIGATION REPR C HALL/DEPOT	11/30/12	227582	1,153.69-
Sum							1,153.69-
WATER FLOW PRODUCTIONS I							
Sum							107,734.62-

Page 21
Date 11/29/12

1,458.00-

1,458.00-

1,458.00-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING NOVEMBER 30, 2012

Page 22
Date 11/29/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
PAYROLL FUND							
00006 CHEMELICEK, DIANA (REFUND	11/12	00201346	12000125	REFUND INCORRECT W/H	11/19/12	17149	656.80-
CHEMELICEK, DIANA (REFUND							
Sum							656.80-
00006 UNITED HEALTHCARE INS CO	11/21/12	00201347	12000126	PREMIUM DUE 12/2012 COVERAGE	11/21/12	17151	3,466.86-
UNITED HEALTHCARE INS CO							
Sum							3,466.86-
Sum							4,123.66-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING NOVEMBER 30, 2012

Page 23
Date - 11/29/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER & SEWER OPERATION/MAINT.							
00009 AAMCO TRANS/AUTOMOTIVE S	125122		00128845	12000230 REPRS U#11139 LAGOON	11/30/12	227322	805.21-
Sum							805.21-
00009 ADVANCED JANITORIAL SERV	20193	WATER	00129196	12000249 SERVS 11/12 WATER OFFICE	11/30/12	227324	495.00-
Sum							495.00-
ADVANCED JANITORIAL SERV							
00009 BONNER ANALYTICAL TESTIN	51143		00129070	12000237 COLIFORM SAMPLES VARI LOC	11/30/12	227345	275.00-
00009 BONNER ANALYTICAL TESTIN	51147		00129070	12000238 NPDES MONITORING 11/12 LGNS	11/30/12	227345	885.82-
BONNER ANALYTICAL TESTIN							
Sum							1,160.82-
00009 BRUNINI	183942		00129146	12000245 SERVS WIS-PAK	11/30/12	227349	2,227.50-
00009 BRUNINI	183941		00129146	12000246 SERVS GULF RESTORATION	11/30/12	227349	1,367.50-
00009 BRUNINI	183940		00129146	12000247 SERVS USA YEAST	11/30/12	227349	23,033.51-
BRUNINI							
Sum							26,628.51-
00009 C & S AUTOMOTIVE LLC	260		00128780	12000253 ALIGNMENT U#9223 TRANS	11/30/12	227352	47.00-
Sum							47.00-
C & S AUTOMOTIVE LLC							
00009 C SPIRE WIRELESS (CELLUL	10/23/12-11/	00201351	12000244	CELL SERV 10/12 W&SO&M	11/30/12	227355	207.39-
Sum							207.39-
C SPIRE WIRELESS (CELLUL							
00009 CENTRAL PIPE SUPPLY INC	R79071		00128787	12000224 PLUMB SUPP TRANS DEPT	11/30/12	227358	570.10-
00009 CENTRAL PIPE SUPPLY INC	R79069		00128794	12000225 PLUMB SUPP TRANS DEPT	11/30/12	227358	717.84-
00009 CENTRAL PIPE SUPPLY INC	R78577 & R79		00128567	12000252 PLUMB SUPP TRANS STOCK	11/30/12	227358	668.88-
CENTRAL PIPE SUPPLY INC							
Sum							1,956.82-
00009 CERTIFIED LABORATORIES	914240		00128600	12000227 CHEMICALS-SEWER/LAGOON	11/30/12	227359	18,202.50-
CERTIFIED LABORATORIES							
Sum							18,202.50-
00009 CITY OF HATTIESBURG FUND	11/28/12		02013127	12000235 TRF 3RD 11/12 PAYROLL	11/28/12	21630	76,018.26-
CITY OF HATTIESBURG FUND							
Sum							76,018.26-
00009 COBURN'S SUPPLY CO INC	605395947		00128778	12000226 PLUMB SUPP TRANS STOCK	11/30/12	227366	1,534.68-
COBURN'S SUPPLY CO INC							
Sum							1,534.68-
00009 CONTROL SYSTEMS INC	46397		00128810	12000228 ELEC SUPP LAGOON	11/30/12	227370	475.79-
CONTROL SYSTEMS INC							
Sum							475.79-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING NOVEMBER 30, 2012

Page 24
Date - 11/29/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
CONTROL SYSTEMS INC Sum							
00009 COURTESY MOTORS INC	172560	00129106	12000236	REPRS U#11060 TRANS	11/30/12	227372	475.79-
COURTESY MOTORS INC Sum							403.00-
00009 ECONOMY SUPPLY CO	181814	00129135	12000256	CHEMICALS-LAGOON	11/30/12	227387	326.20-
ECONOMY SUPPLY CO Sum							326.20-
00009 HANSON PIPE & PRECAST IN	10866565	00128811	12000239	MANHOLE TOPS/RINGS-SEWER	11/30/12	227424	1,710.00-
HANSON PIPE & PRECAST IN Sum							1,710.00-
00009 HOME DEPOT	3052800	00128524	12000232	HAND TOOLS TRANS DEPT	11/30/12	227430	165.50-
HOME DEPOT Sum							165.50-
00009 JIM COX SALES INC	3212	00128376	12000221	DIGITAL LINE TRACER-TRANS	11/30/12	227447	1,778.00-
JIM COX SALES INC Sum							1,778.00-
00009 MCELHANEY PLUMBING INC	202074	00129079	12000250	TOOL BOX LOCKS-METER READERS	11/30/12	227474	45.90-
MCELHANEY PLUMBING INC Sum							45.90-
00009 MIKE'S TIRE & WHEEL CO	2164205	00129086	12000254	TIRES U#14164 TRANS	11/30/12	227481	730.44-
MIKE'S TIRE & WHEEL CO Sum							730.44-
00009 MS POWER COMPANY	11/12 W&SO&M	00020134	12000248	MONTHLY ELEC-W&SO&M	11/30/12	227488	72,813.05-
MS POWER COMPANY Sum							72,813.05-
00009 MS 811	130180	00129200	12000255	MS 811 SERV 11/11-10/12 PLT	11/30/12	227491	7,840.22-
MS 811 Sum							7,840.22-
00009 NAPA AUTO PARTS	480370	00129108	12000257	REPR PTS U#14702 LAGOON	11/30/12	227493	91.28-
00009 NAPA AUTO PARTS	480454	00129140	12000258	REPR PTS LAGOON TRUCK	11/30/12	227493	32.59-
NAPA AUTO PARTS Sum							123.87-
00009 NICHOLSON & COMPANY PLLC	160134	02013104	12000231	INTERIM BILLING '11-'12 AUDIT	11/30/12	227498	3,000.00-

Page 25
Date - 11/29/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
NICHOLSON & COMPANY PLLC Sum							3,000.00-
00009 PEARL RIVER VALLEY EPA (	11/12 W&SO&M	00020134	12000243	MNTHLY 11/12 PUBLIC SERVICES	11/30/12	227505	448.12-
PEARL RIVER VALLEY EPA (							448.12-
Sum							119.65-
00009 PUCKETT MACHINERY COMPAN	P05C5538756	00128798	12000222	BACKHOE BUCKET TEETH-TRANS	11/30/12	227519	119.65-
PUCKETT MACHINERY COMPAN							119.65-
Sum							119.65-
00009 PUMP AND CONTROL SERVICE	429	00128831	12000229	MAINT/REPRS S LAGOON 11/13-16	11/30/12	227520	3,200.00-
00009 PUMP AND CONTROL SERVICE	430	00129027	12000259	MAINT/REPRS S LAGOON 11/19-21	11/30/12	227520	2,400.00-
PUMP AND CONTROL SERVICE							5,600.00-
Sum							5,600.00-
00009 SOUTHERN GAS & SUPPLY OF	30670173	00128673	12000233	WORK GLOVES SEWER DEPT	11/30/12	227541	369.96-
00009 SOUTHERN GAS & SUPPLY OF	30671881	00128907	12000234	SAFELIGHT HARNESS-SEWER DEPT	11/30/12	227541	88.00-
00009 SOUTHERN GAS & SUPPLY OF	30672588	00128815	12000240	SUCTION HOSE SEWER DEPT	11/30/12	227541	731.53-
SOUTHERN GAS & SUPPLY OF							1,189.49-
Sum							1,189.49-
00009 SOUTHERN PINE ELECTRIC P	11/12 W&SO&M	00020134	12000242	MNTHLY 11/12 PUBLIC SERVICES	11/30/12	227544	558.89-
SOUTHERN PINE ELECTRIC P							558.89-
Sum							558.89-
00009 TRUCKS PLUS AUTO ACCESSO	24669	00129047	12000251	TOOL BOX-METER READERS	11/30/12	227567	298.00-
TRUCKS PLUS AUTO ACCESSO							298.00-
Sum							298.00-
00009 WILLMUT GAS & OIL COMPAN	11/12 W&SO&M	00020134	12000241	MNTHLY GAS-W&SO&M	11/30/12	227585	12.96-
WILLMUT GAS & OIL COMPAN							12.96-
Sum							12.96-
Sum							224,695.27-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING NOVEMBER 30, 2012

Page 26
Date - 11/29/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER & SEWER FUND 00011 AMERICAN LEGION POST 24 Sum							
				METER DEP RF 02013118 12000104 METER DEPOSIT REFUND	11/30/12	227327	40.00-
AMERICAN LEGION POST 24 Sum							
				METER DEP RF 02013118 12000103 METER DEPOSIT REFUND	11/30/12	227328	75.00-
00011 ANSEL, SALLY Sum							
				METER DEP RF 02013112 12000091 METER DEPOSIT REFUND	11/30/12	227334	75.00-
00011 AVERETT, D W Sum							
				METER DEP RF 02013118 12000109 METER DEPOSIT REFUND	11/30/12	227343	40.00-
00011 BOLER, J A Sum							
				METER DEP RF 02013112 12000098 METER DEPOSIT REFUND	11/30/12	227346	38.82-
BOLER, J A Sum							
				METER DEP RF 02013112 12000098 METER DEPOSIT REFUND	11/30/12	227346	38.82-
00011 BOYD, JOSEPH Sum							
				METER DEP RF 02013118 12000137 METER DEPOSIT REFUND	11/30/12	227351	38.82-
00011 BUSBY-SCHARWATH, SHANNON Sum							
				METER DEP RF 02013112 12000097 METER DEPOSIT REFUND	11/30/12	227356	38.82-
BUSBY-SCHARWATH, SHANNON Sum							
				METER DEP RF 02013112 12000099 METER DEPOSIT REFUND	11/30/12	227362	2.64-
00011 CARITHERS, HEATHER C Sum							
				METER DEP RF 02013118 12000120 METER DEPOSIT REFUND	11/30/12	227390	38.82-
CARITHERS, HEATHER C Sum							
				METER DEP RF 02013112 12000096 METER DEPOSIT REFUND	11/30/12	227364	38.82-
00011 CLARK, VERONICA L Sum							
				METER DEP RF 02013118 12000124 METER DEPOSIT REFUND	11/30/12	227388	2.64-
CLARK, VERONICA L Sum							
				METER DEP RF 02013112 12000127 METER DEPOSIT REFUND	11/30/12	227373	38.82-
00011 CLEAVE, AMBERLYN Sum							
				METER DEP RF 02013118 12000120 METER DEPOSIT REFUND	11/30/12	227390	38.82-
CLEAVE, AMBERLYN Sum							
				METER DEP RF 02013112 12000120 METER DEPOSIT REFUND	11/30/12	227390	38.82-
00011 COWAN, BARBARA Sum							
				METER DEP RF 02013118 12000124 METER DEPOSIT REFUND	11/30/12	227388	38.82-
COWAN, BARBARA Sum							
				METER DEP RF 02013112 12000120 METER DEPOSIT REFUND	11/30/12	227390	38.82-
00011 ELKIN, AMANDA C Sum							
				METER DEP RF 02013118 12000120 METER DEPOSIT REFUND	11/30/12	227390	38.82-
ELKIN, AMANDA C Sum							
				METER DEP RF 02013118 12000120 METER DEPOSIT REFUND	11/30/12	227390	38.82-
00011 ELLIS, CASEY R Sum							
				METER DEP RF 02013118 12000120 METER DEPOSIT REFUND	11/30/12	227390	38.82-
ELLIS, CASEY R Sum							
				METER DEP RF 02013118 12000120 METER DEPOSIT REFUND	11/30/12	227390	38.82-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING NOVEMBER 30, 2012

Page 27
Date - 11/29/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
ELLIS, CASEY R Sum							2.64-
00011 FARRAR, BARRY L				METER DEP RF 02013118 12000118 METER DEPOSIT REFUND	11/30/12	227398	55.82-
FARRAR, BARRY L Sum							55.82-
00011 FLETCHER, CHERLY				WATER RFD AC 02013111 12000088 WATER OVERPAYMENT RFD	11/30/12	227404	3.15-
00011 FLETCHER, CHERLY				METER DEP RF 02013112 12000089 METER DEPOSIT REFUND	11/30/12	227404	75.00-
FLETCHER, CHERLY Sum							78.15-
00011 HARTFIELD, ROGER				METER DEP RF 02013118 12000135 METER DEPOSIT REFUND	11/30/12	227426	2.61-
HARTFIELD, ROGER Sum							2.61-
00011 HATCHER, WILLIAM H				WATER RFD AC 02013123 12000138 WATER OVERPAYMENT RFD	11/30/12	227427	623.92-
HATCHER, WILLIAM H Sum							623.92-
00011 HATHORN, SUSAN				WATER RFD AC 02013107 12000087 WATER OVERPAYMENT RFD	11/30/12	227428	13.47-
HATHORN, SUSAN Sum							13.47-
00011 HEIDELBURG, TAVITHIA				METER DEP RF 02013118 12000106 METER DEPOSIT REFUND	11/30/12	227429	75.00-
HEIDELBURG, TAVITHIA Sum							75.00-
00011 HOOKS, ELIZABETH				METER DEP RF 02013118 12000116 METER DEPOSIT REFUND	11/30/12	227432	2.64-
HOOKS, ELIZABETH Sum							2.64-
00011 HOPE HOUSE MINISTRIES IN				METER DEP RF 02013118 12000134 METER DEPOSIT REFUND	11/30/12	227433	75.00-
HOPE HOUSE MINISTRIES IN Sum							75.00-
00011 JOHN TADLOCK REALTY RENT				METER DEP RF 02013118 12000132 METER DEPOSIT REFUND	11/30/12	227448	38.82-
JOHN TADLOCK REALTY RENT Sum							38.82-
00011 KECK, SYLVIA				METER DEP RF 02013118 12000108 METER DEPOSIT REFUND	11/30/12	227452	23.32-
KECK, SYLVIA Sum							23.32-
00011 KNIGHT, NANCY J				METER DEP RF 02013112 12000092 METER DEPOSIT REFUND	11/30/12	227460	75.00-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING NOVEMBER 30, 2012

Page 28
Date 11/29/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
KNIGHT, NANCY J Sum							75.00-
00011 LADD, WAYNE	METER DEP RF 02013118	12000130	METER DEPOSIT REFUND	11/30/12	227462	38.82-	
LADD, WAYNE Sum							38.82-
00011 LECOMPTE, AMANDA M	METER DEP RF 02013112	12000090	METER DEPOSIT REFUND	11/30/12	227465	75.00-	
LECOMPTE, AMANDA M Sum							75.00-
00011 LEGGETT, ASHLEY	METER DEP RF 02013118	12000105	METER DEPOSIT REFUND	11/30/12	227467	75.00-	
LEGGETT, ASHLEY Sum							75.00-
00011 LOGAN, CHRIS	METER DEP RF 02013118	12000123	METER DEPOSIT REFUND	11/30/12	227470	3.82-	
LOGAN, CHRIS Sum							3.82-
00011 MARKS, SOPHIA S	METER DEP RF 02013118	12000125	METER DEPOSIT REFUND	11/30/12	227472	36.99-	
MARKS, SOPHIA S Sum							36.99-
00011 MELLEN, LEIGH	METER DEP RF 02013118	12000136	METER DEPOSIT REFUND	11/30/12	227479	38.82-	
MELLEN, LEIGH Sum							38.82-
00011 MOLLIGODA-LIYANAGE, DILA	METER DEP RF 02013112	12000095	METER DEPOSIT REFUND	11/30/12	227483	28.01-	
MOLLIGODA-LIYANAGE, DILA Sum							28.01-
00011 NETWORK SERVICES (NSI)	10201490000	02013120	12000139	WATER COLLECTIONS FEES	11/30/12	227496	130.07-
NETWORK SERVICES (NSI) Sum							130.07-
00011 PHILLIPS, MELINDA D	METER DEP RF 02013118	12000129	METER DEPOSIT REFUND	11/30/12	227508	38.82-	
PHILLIPS, MELINDA D Sum							38.82-
00011 PITTMAN, ROMAN K	METER DEP RF 02013118	12000131	METER DEPOSIT REFUND	11/30/12	227510	38.82-	
PITTMAN, ROMAN K Sum							38.82-
00011 PLUMMER, LINDA D	METER DEP RF 02013112	12000101	METER DEPOSIT REFUND	11/30/12	227512	11.76-	
PLUMMER, LINDA D Sum							11.76-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING NOVEMBER 30, 2012

Page 29
Date 11/29/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00011 PRATT, VERNA LEE PRATT, VERNA LEE Sum	METER DEP RF 02013118		12000113	METER DEPOSIT REFUND	11/30/12	227516	3.82-
00011 RODERICK, JACK S RODERICK, JACK S Sum	METER DEP RF 02013118		12000110	METER DEPOSIT REFUND	11/30/12	227521	3.82-
00011 RODGERS, L A RODGER, L A Sum	METER DEP RF 02013112		12000094	METER DEPOSIT REFUND	11/30/12	227522	3.82-
00011 RONIN, BODHI RONIN, BODHI Sum	METER DEP RF 02013118		12000126	METER DEPOSIT REFUND	11/30/12	227523	3.82-
00011 ROONEY, DANELLE N ROONEY, DANELLE N Sum	METER DEP RF 02013118		12000121	METER DEPOSIT REFUND	11/30/12	227524	3.82-
00011 RUTLAND, SUSAN T RUTLAND, SUSAN T Sum	METER DEP RF 02013118		12000128	METER DEPOSIT REFUND	11/30/12	227525	3.82-
00011 SECUREWATCH SECUREWATCH Sum	METER DEP RF 02013118		12000117	METER DEPOSIT REFUND	11/30/12	227527	17.31-
00011 SHARPE, RAYMOND T SHARPE, RAYMOND T Sum	METER DEP RF 02013118		12000107	METER DEPOSIT REFUND	11/30/12	227528	3.82-
00011 SHERRJIM INC SHERRJIM INC Sum	METER DEP RF 02013118		12000119	METER DEPOSIT REFUND	11/30/12	227530	5.15-
00011 SHOEMAKER PROPERTY 104 SHOEMAKER PROPERTY 104 Sum	METER DEP RF 02013118		12000122	METER DEPOSIT REFUND	11/30/12	227531	5.82-
00011 SIMONTON, AARON T SIMONTON, AARON T Sum	METER DEP RF 02013118		12000114	METER DEPOSIT REFUND	11/30/12	227534	2.64-
00011 SIMS, LAVEE SHANDALE METER DEP RF 02013118			12000115	METER DEPOSIT REFUND	11/30/12	227536	3.82-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING NOVEMBER 30, 2012

Page 30
Date 11/29/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
SIMS, LAVEE SHANDALE Sum							38.82-
00011 STAFFORD, NITA	METER DEP RF 02013112		12000093	METER DEPOSIT REFUND	11/30/12	227552	21.88-
STAFFORD, NITA Sum							21.88-
00011 STROO, JAMES R	METER DEP RF 02013118		12000111	METER DEPOSIT REFUND	11/30/12	227556	3.82-
STROO, JAMES R Sum							3.82-
00011 STUART, MATTHEW D	METER DEP RF 02013118		12000133	METER DEPOSIT REFUND	11/30/12	227557	38.82-
STUART, MATTHEW D Sum							38.82-
00011 THE SEWING & VACUUM CENT	METER DEP RF 02013118		12000112	METER DEPOSIT REFUND	11/30/12	227560	20.15-
THE SEWING & VACUUM CENT Sum							20.15-
00011 WALKER, ASTRID	METER DEP RF 02013112		12000100	METER DEPOSIT REFUND	11/30/12	227579	2.64-
WALKER, ASTRID Sum							2.64-
00011 WHEATON, MATTEE	METER DEP RF 02013112		12000102	METER DEPOSIT REFUND	11/30/12	227584	22.14-
WHEATON, MATTEE Sum							22.14-
Sum							2,341.73-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING NOVEMBER 30, 2012

Page 31
Date 11/29/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
POLICE FORFEITURES FUND							
00019 EVIDENT INC	71335A	00127264	12000010	SUPPLIES CRIME SCENE UNIT	11/30/12	227394	424.00-
00019 EVIDENT INC	71335B	00127264	12000011	SUPPLIES CRIME SCENE UNIT	11/30/12	227394	129.00-
EVIDENT INC							
Sum							553.00-
00019 STEWART'S CAMERA CENTER	6981	00128828	12000012	SUPPLIES CRIME SCENE UNIT	11/30/12	227555	224.90-
STEWART'S CAMERA CENTER							
Sum							224.90-
Sum							777.90-

CITY OF HATTIESBURG
 DOCKET OF CLAIMS
 PERIOD ENDING NOVEMBER 30, 2012

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
AIRPORT IMPROVEMENT FUND							
00039 ARE CONSULTANTS INC	12-1002D	00129168	12000011	SRVS 11/10-23/12 AIRPT LAYOUT	11/30/12	227330	10,624.34-
ARE CONSULTANTS INC							
Sum							10,624.34-
00039 FAIRLEY CONSTRUCTION SER APPL#6 & FIN 00129170 12000012 RETAINAGE AIRPT DRNGE/SAFETY					11/30/12	227395	69,823.58-
FAIRLEY CONSTRUCTION SER							
Sum							69,823.58-
Sum							80,447.92-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING NOVEMBER 30, 2012

Page 33
Date - 11/29/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
MUNICIPAL ROAD & BRIDGE							
00072 CATERPILLAR FINANCIAL SE	14301744	CON	02013121	12000045 BACKHOE LEASE PMT DUE 11/29/12	11/26/12	71259	1,086.14-
CATERPILLAR FINANCIAL SE							
Sum							1,086.14-
00072 IRBY, STUART C CO	S006809899.0	00126681	12000046	TRAFFIC LIGHTS BARTUR/BRDWAY	11/30/12	227442	22,500.00-
IRBY, STUART C CO							
Sum							22,500.00-
00072 JACKSON, BOWMAN & ARRINGTON	50739	00128981	12000044	SERVS BRDWAY/MOBILE TRAFFIC	11/30/12	227443	262.50-
00072 JACKSON, BOWMAN & ARRINGTON	51027	00129130	12000048	SERVS 4TH ST EXPAN PHASE II	11/30/12	227443	11,007.90-
00072 JACKSON, BOWMAN & ARRINGTON	51021	00129169	12000049	SERVS 4TH ST EXPAN PHASE II	11/30/12	227443	4,100.00-
JACKSON, BOWMAN & ARRINGTON							
Sum							15,370.40-
00072 NEEL-SCHAEFFER INC	01005159	00129128	12000047	SERVS 8/12 4TH ST EXP PHASE I	11/30/12	227495	5,949.21-
NEEL-SCHAEFFER INC							
Sum							5,949.21-
00072 SHOWS DEARMAN & WAITS IN	17198	00128982	12000040	SURVEY 4TH ST EXPAN PHASE II	11/30/12	227532	862.50-
00072 SHOWS DEARMAN & WAITS IN	17199	00128983	12000041	SURVEY 4TH ST WATERLINE	11/30/12	227532	42.50-
00072 SHOWS DEARMAN & WAITS IN	17201	00128985	12000042	SERVS 9/23-10/27 QUINN ST	11/30/12	227532	1,475.00-
00072 SHOWS DEARMAN & WAITS IN	17180	00128989	12000043	SERVS 9/23-10/27 W PINE SGNLS	11/30/12	227532	750.00-
SHOWS DEARMAN & WAITS IN							
Sum							3,130.00-
00072 THOMPSON ENGINEERING	2012052714	00129127	12000050	SERVS WESTERN BELTWAY STUDY	11/30/12	227561	12,875.94-
THOMPSON ENGINEERING							
Sum							12,875.94-
00072 WARREN PAVING INC	11332MB	00128286	12000051	ASPHALT VARI LOC	11/30/12	227580	1,908.07-
00072 WARREN PAVING INC	11385MB	00128286	12000052	ASPHALT VARI LOC	11/30/12	227580	1,619.76-
00072 WARREN PAVING INC	11424MB	00128286	12000053	ASPHALT VARI LOC	11/30/12	227580	1,006.09-
00072 WARREN PAVING INC	11468MB	00128286	12000054	ASPHALT VARI LOC	11/30/12	227580	216.37-
00072 WARREN PAVING INC	810346	00127699	12000055	OVERLAY MAIN STREET	11/30/12	227580	136,686.00-
00072 WARREN PAVING INC	810346A	00129081	12000056	OVERAGE PO#127699	11/30/12	227580	20,274.67-
WARREN PAVING INC							
Sum							161,710.96-
Sum							222,622.65-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING NOVEMBER 30, 2012

Page 34
Date - 11/29/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
MASS TRANSIT FUND 00073 ADVANCED JANITORIAL SERV	20193	MASS T 00129196	12000113	SERVS 11/12 MASS TRANS OFFICE	11/30/12	227324	345.00-
ADVANCED JANITORIAL SERV Sum							345.00-
00073 BUCK SULLIVAN INC	75837	00128770	12000114	REPR PTS U#2844	11/30/12	227350	165.00-
BUCK SULLIVAN INC Sum							165.00-
00073 C SPIRE WIRELESS (CELLUL	10/23/12-11/	00201351	12000097	CELL SERV 10/12 MASS TRANSIT	11/30/12	227355	57.09-
C SPIRE WIRELESS (CELLUL Sum							57.09-
00073 CITY OF HATTIESBURG FUND	11/28/12	02013127	12000095	TRF 3RD 11/12 PAYROLL	11/28/12	17157	16,755.96-
CITY OF HATTIESBURG FUND Sum							16,755.96-
00073 FUELMAN OF MS	BG127044	NP3 00129099	12000096	FUEL CHGS 11/5-11/12	11/30/12	227409	35.76-
FUELMAN OF MS Sum							35.76-
00073 GILLIG LLC	4863165	00128252	12000090	REPR PTS GILLIG BUSES	11/30/12	227416	1.72-
GILLIG LLC Sum							1.72-
00073 H'BURG MEDICAL SUPPLY	321482	00128516	12000092	FOOT STOOLS FOR BUSES	11/30/12	227421	167.64-
H'BURG MEDICAL SUPPLY Sum							167.64-
00073 HAMPTON INN (BILOXI)	83035944	C B 00128766	12000094	C BROWN MPTA CONF 11/13-15/12	11/30/12	227422	188.00-
HAMPTON INN (BILOXI) Sum							188.00-
00073 JERRY'S AUTOMOTIVE REPAI	14469	00128036	12000093	REPRS U#16760	11/30/12	227444	73.20-
JERRY'S AUTOMOTIVE REPAI Sum							73.20-
00073 MS POWER COMPANY	11/12	M TRAN 00020134	12000099	MONTHLY ELEC-MASS TRANSIT	11/30/12	227488	960.39-
MS POWER COMPANY Sum							960.39-
00073 O'REILLY AUTO PARTS	0943-353993	00127855	12000098	ANTIFREEZE FOR BUSES	11/30/12	227501	143.88-
00073 O'REILLY AUTO PARTS	0943-355276	00127943	12000100	CREDIT	11/30/12	227501	61.04
00073 O'REILLY AUTO PARTS	0943320834	00127855	12000101	BAL STMT	11/30/12	227501	205.98-
00073 O'REILLY AUTO PARTS	0943320866	00127855	12000102	BAL STMT	11/30/12	227501	205.98
00073 O'REILLY AUTO PARTS	0943322349	00127855	12000103	BAL STMT	11/30/12	227501	83.84-
00073 O'REILLY AUTO PARTS	0943322350	00127855	12000104	BAL STMT	11/30/12	227501	83.84

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING NOVEMBER 30, 2012

Page 35
Date - 11/29/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
O'REILLY AUTO PARTS	0943325713	00127855	12000105	BAL STMT	11/30/12	227501	17.96-
00073 O'REILLY AUTO PARTS	0943325714	00127855	12000106	BAL STMT	11/30/12	227501	17.96
00073 O'REILLY AUTO PARTS	0943329065	00127855	12000107	BAL STMT	11/30/12	227501	35.90-
00073 O'REILLY AUTO PARTS	0943329073	00127855	12000108	BAL STMT	11/30/12	227501	35.90
00073 O'REILLY AUTO PARTS	0943330677	00127855	12000109	BAL STMT	11/30/12	227501	20.33-
00073 O'REILLY AUTO PARTS	0943330678	00127855	12000110	BAL STMT	11/30/12	227501	20.33
00073 O'REILLY AUTO PARTS	1297204243	00127855	12000111	BAL STMT	11/30/12	227501	39.08-
00073 O'REILLY AUTO PARTS	1297204245	00127855	12000112	BAL STMT	11/30/12	227501	39.08
O'REILLY AUTO PARTS							
Sum							82.84-
00073 OFFICE DEPOT INC	631259007001	00128568	12000091	OFFICE SUPP	11/30/12	227502	70.40-
OFFICE DEPOT INC							70.40-
Sum							18,903.00-

Page	36
Date	11/29/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER&SEWER CONSTRUCTION FUND							
00075 CLEARWATER CONSULTANTS I	561201	00129171	12000018	SRVS WASTEWTR TRTMT OPTIONS	11/30/12	227363	14,766.67-
CLEARWATER CONSULTANTS I							
Sum							14,766.67-
00075 HRG (HATTIESBURG RESOURC	011003-01-5	00128992	12000016	SERVS 10/12 USA YEAST FACILITY	11/30/12	227435	18,813.18-
00075 HRG (HATTIESBURG RESOURC	011001-05-2	00129137	12000019	SRVS 10/12 WASTEWTR DECISION	11/30/12	227435	48,943.63-
00075 HRG (HATTIESBURG RESOURC	011001-03-6	00129138	12000020	SRVS 8/1-9/30/12 W&S RATE	11/30/12	227435	31,629.64-
00075 HRG (HATTIESBURG RESOURC	011001-05-1	00129139	12000021	SRVS 9/12 WASTEWTR DECISION	11/30/12	227435	47,897.71-
HRG (HATTIESBURG RESOURC							
Sum							147,284.16-
00075 L & A CONTRACTING CO	APPL#9 SOUTH	00129129	12000022	CONSTR SOUTH LAGOON IMPS	11/30/12	227461	184,521.87-
L & A CONTRACTING CO							
Sum							184,521.87-
00075 SHOWS DEARMAN & WAITS IN	17200	00128984	12000015	SERVS 9/23-10/27 WATER MAPS	11/30/12	227532	3,150.00-
00075 SHOWS DEARMAN & WAITS IN	17183	00128990	12000017	SERVS 9/17-10/27 JAMES ST PLT	11/30/12	227532	11,200.00-
SHOWS DEARMAN & WAITS IN							
Sum							14,350.00-
00075 UTILITY SERVICE CO INC	6248 10/01/1	00128950	12000014	QTR MAINT WATER TANKS	11/30/12	227571	37,817.00-
UTILITY SERVICE CO INC							
Sum							37,817.00-
Sum							398,739.70-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING NOVEMBER 30, 2012

Page 37
Date - 11/29/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
COMMUNITY CENTERS' FUND 00077 C SPIRE WIRELESS (CELLUL	10/23/12-11/	00201351	12000066	CELL SERV 10/12 COMM CNTRS	11/30/12	227355	49.65-
C SPIRE WIRELESS (CELLUL							49.65-
Sum							
00077 CITY OF HATTIESBURG FUND	11/28/12	02013127	12000064	TRF 3RD 11/12 PAYROLL	11/28/12	36119	15,380.05-
CITY OF HATTIESBURG FUND							15,380.05-
Sum							
00077 MS POWER COMPANY	11/12 COMM C	00020134	12000067	MONTHLY ELEC-COMM CNTRS	11/30/12	227488	2,032.68-
MS POWER COMPANY							2,032.68-
Sum							
00077 WILLMUT GAS & OIL COMPAN	11/12 COMM C	00020134	12000065	MONTHLY GAS-COMM CNTRS	11/30/12	227585	98.33-
WILLMUT GAS & OIL COMPAN							98.33-
Sum							
00077 WOLFE GANG MUSIC	15373	00128748	12000063	TUNE PIANO CE ROY/SHERRIILL	11/30/12	227586	160.00-
WOLFE GANG MUSIC							160.00-
Sum							
Sum							17,720.71-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING NOVEMBER 30, 2012

Page 38
Date - 11/29/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
COMMUNITY DEVELOP. BLOCK GRANT 00082 BENNETT, JOYCE (CDBG)	11/20/12	00129076	12000047	TEMP RELOC 11/16-12/15/12	11/21/12	36113	650.00-
BENNETT, JOYCE (CDBG) Sum							650.00-
00082 BONNER ANALYTICAL TESTIN	51091 - 506	00129074	12000048	LEAD PAINT INSPECTION	11/21/12	36114	192.80-
BONNER ANALYTICAL TESTIN Sum							192.80-
00082 C SPIRE WIRELESS (CELLUL	10/23/12-11/	00201351	12000051	CELL SERV 10/12 CDBG	11/30/12	227355	32.01-
C SPIRE WIRELESS (CELLUL Sum							32.01-
00082 CITY OF HATTIESBURG FUND	11/28/12	02013127	12000050	TRF 3RD 11/12 PAYROLL	11/28/12	36120	6,058.94-
CITY OF HATTIESBURG FUND Sum							6,058.94-
00082 CORLEY, MAUDELL (CDBG)	11/20/12	00129075	12000045	TEMP RELOC 11/7-12/6/12	11/21/12	36106	650.00-
CORLEY, MAUDELL (CDBG) Sum							650.00-
00082 SMITH'S REMODELING	11/20/12	C O 00129073	12000049	LANDSCAPING & DRAINAGE	11/21/12	36115	7,850.00-
SMITH'S REMODELING Sum							7,850.00-
00082 THE HILLS LLC (CDBG)	11/20/12	DRA 00129072	12000046	MICROENTERPRISE, RENT UTILITIES	11/21/12	36108	844.76-
THE HILLS LLC (CDBG) Sum							844.76-
Sum							16,278.51-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING NOVEMBER 30, 2012

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
2010 W&S GO BONDS							
00099 C B DEVELOPERS INC	APPI#18 592	00128991	12000010	CONSTR 8/31-10/29 592 E SWR	11/30/12	227353	150,944.81-
C B DEVELOPERS INC							150,944.81-
Sum							5,850.00-
00099 SHOWS DEARMAN & WAITS IN	17171	00128987	12000011	CONSTR 9/23-10/27 592 W SEWER	11/30/12	227532	5,850.00-
SHOWS DEARMAN & WAITS IN							5,850.00-
Sum							156,794.81-

CITY OF HATTIESBURG
 DOCKET OF CLAIMS
 PERIOD ENDING NOVEMBER 30, 2012

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Grand Total Level							
Sum							2,567,516.75-

**ADDENDUM CLAIMS DOCKET
PERIOD ENDING NOVEMBER 30, 2012**

FUND	VENDOR	INVOICE NUMBER	PURCHASE ORDER	CLAIMS NUMBER	ITEM DESCRIPTION	CHECK DATE	CHECK NUMBER	CHECK AMOUNT
01	JESSE L. BROWN LODGE #1450	AD 11/26/12	129120	1268	AD FOR 55TH ANNUAL BALL	12/1/12	17162	60.00
01	DEBORAH DENARD DELGADO	TRAV ADV 12/6-8	129321	1383	ADDITIONAL ADV REF PO#128976	12/3/12	17174	200.00

TOTAL 260.00



City of Hattiesburg, MS

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

Master

File Number: 2012-1380

File ID: 2012-1380

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 12/03/2012

Brief Title: Two(2) year Municipal Depositories

Final Action:

Minute Book Number: MB2012-1/414

Title:

Authorize publication of Notice to Bidders for Municipal Depositories for the two (2) year period beginning January 1,2013 through December 31, 2014.

Notes:

Sponsors:

Enactment Date:

Attachments: 2 year Depositories

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 - Amendments to the Agenda	12/03/2012					
1	City Council	12/04/2012					

Text of Legislative File 2012-1380

Title

Authorize publication of Notice to Bidders for Municipal Depositories for the two (2) year period beginning January 1,2013 through December 31, 2014.

Summary

Notice to Bidders for two (2) year Municipal Depositories

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Publish on 12/6/2012 &12/13/2012

NOTICE TO BIDDERS

PURSUANT to the provisions of Chapter 105, Article 3, Volume 9, and more specifically, Section 27-105-301 through 27-105-371, Mississippi Code of 1972, as Annotated and Amended, NOTICE IS HEREBY GIVEN TO ALL FINANCIAL INSTITUTIONS, INSURED AS REQUIRED BY STATE STATUTE, in the City of Hattiesburg, Mississippi, that the Mayor and Council of the City of Hattiesburg, Mississippi, will receive sealed bids until 10:00 A.M., December 28, 2012, in the City Clerk's Office in City Hall, P.O. Box 1898, Hattiesburg, Mississippi, 39403, and will be opened and considered for the privilege of keeping funds of said City of Hattiesburg, or any part thereof, for a period of two (2) years, such bids to be submitted as provided by law and particularly as provided by Chapter 105, Article 3, Volume 9, of the Mississippi Code of 1972, as Annotated and Amended.

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

BID:

**TWO (2) YEAR DEPOSITORIES
OPENING 10:00 A.M. DECEMBER 27, 2012**

Each BID should also specify the kind(s) of securities to be given as security for funds pursuant to State Statute.

Published by Order of the Council on this the 4th day of December 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Eddie R. Myers /s/
CITY CLERK

Publish (2) Friday's on 12-6-2012& 12-13, 2012
City of Hattiesburg
Return PROOF to City Clerk's Office
P.O. Box 1898

CITY OF HATTIESBURG

DESIGNATION OF MUNICIPAL DEPOSITORIES

INFORMATION SHEET

2013-2014

Municipal Depositories must be certified by the State Treasurer as meeting the Capital Ratio requirement specified in Code section 27-105-315, or they must be insured by the Federal Deposit Insurance Corporation (FDIC) or Federal Savings and Loan Insurance Corporation (FSLIC).

Financial institutions of the City of Hattiesburg insured by the FDIC or FSLIC may qualify if such institution had a primary Capital-to-Assets ratio of 5 ½ or more determined not later than December 1st of each calendar year by State Treasurer on the basis of balance sheet of applying depositories at June 30th of the same calendar year. Each depository applicant must furnish to the State Treasurer such financial statements, balance sheets and other documentation sworn to by a duly elected officer(s) on such date or dates and on such forms as the State Treasurer may require. Willful misstatement of fact on such forms shall subject the officer and the financial institution to ineligibility to serve as a depository for a period of one (1) year commencing with the date on which the State Treasurer certifies that such a misstatement has been made.

Securities eligible for securing of municipal funds as provided in Section 27-105-5, in an amount at least equal to 105% of the maximum sum to be placed in such financial institution at any one time exclusively that portion of the amounts insured by FDIC or FSLIC must be deposited with the Office of the City Clerk of his/her designee. No bond shall be accepted as security except for its market value, the city retains the right to retain other and different security. Failure to comply shall cause the depository to forfeit its rights as a depository, and all City funds will be immediately removed.

In addition to the foregoing, all applicants are required to comply with the following State statutes contained in Chapter 105, Article, Volume 9, and more specifically Sections 27-105-301 through 27-105-371, Mississippi Code of 1972, as annotated and amended, copies of which are attached hereto for your information.

BY: _____

CITY CLERK

MISSISSIPPI CODE OF 1972

As Amended

SEC. 27-105-303. Establishment of county depositories.

The amount of money belonging to the several funds in the county treasury of each county in the state which is required to meet the current needs and demands of no more than seven (7) business days shall be kept on deposit in qualified financial institutions whose accounts are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation, or in some of them doing business in the several counties, provided that where there is no such financial institution in a county qualifying as a depository, some such financial institution in an adjoining county may qualify as a depository. All such deposits shall be subject to payment when demanded on warrant issued by the clerk of the board of supervisors on the order of the said board or on the allowance of a court authorized to allow the same. Each financial institution qualifying as such county depository shall not be required to pay interest to the county for the privilege of holding the deposits unless federal law permits the payment of interest on such deposits, in which case the maximum permitted interest rate shall be paid on such deposits. Where more than one (1) financial institution in a county offers to qualify as a depository, the board of supervisors may allocate such money to each qualified financial institution as nearly as practicable in proportion to their respective net worth, and may adopt the rules for receiving such deposits.

SOURCES: Codes, Hemingway's 1917, Sec. 4234; 1930, Sec. 4340; 1942, Sec. 9144; Laws, 1912, ch. 194; 1946, ch. 422, Sec. 1; 1985, ch. 514, Sec. 17; 1988, ch. 473, Sec. 6, eff from and after December 1, 1988.

[Chapter Index](#) | [Table of Contents](#)

MISSISSIPPI CODE OF 1972

As Amended

SEC. 27-105-305. Publication for bids to keep county funds; content of bids; acceptance of bid.

The board of supervisors at the regular December meeting in each year, and annually thereafter, shall give notice to all financial institutions in its county whose accounts are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation, by publication, that bids will be received from financial institutions at the following January meeting, or some subsequent meeting, for the privilege of keeping the county funds, or any part thereof, which notice shall refer by name to this article and it shall not be necessary to incorporate in said notice the provisions of this article; and at the January meeting, or a subsequent meeting as may be designated in the notice, as the case may be, the board of supervisors shall receive such bids or proposals as the financial institutions may make for the privilege of keeping the county funds, or any part thereof. The bids or proposals shall designate the kind of security as authorized by law, which the financial institutions propose to give as security for funds, and the board shall cause the county funds and all other funds in the hands of the county treasurer to be deposited in the qualified financial institution or qualified institutions proposing the best terms and meeting the requirements provided in Section 27-105-315, having in view the safety of such funds. The terms made with each depository shall remain in force for the current year and until new arrangements shall be made according to this article.

SOURCES: Codes, Hemingway's 1917, Sec. 4235; 1930, Sec. 4341; 1942, Sec. 9145; Laws, 1914, ch. 257; 1926, ch. 248; 1985, ch. 514, Sec. 9; 1988, ch. 473, Sec. 7, eff from and after December 1, 1988.

1997 Amendment:

SECTION 1. Section 27-105-305, Mississippi Code of 1972, is amended as follows:

27-105-305. The board of supervisors at the regular December 1997 meeting * * *, and annually thereafter or, in the discretion of the board of supervisors, every two (2) years thereafter, shall give notice to all financial institutions in its county whose accounts are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation (or any successor thereto), by publication, that bids will be received from financial institutions at the following January meeting, or some subsequent meeting, for the privilege of keeping the county funds, or any part thereof, which notice shall refer by name to this article and it shall not be necessary to incorporate in the notice the provisions of this article; and at the January meeting, or a subsequent meeting as may be designated in the notice, as the case may be, the board of supervisors shall receive such bids or proposals as the financial institutions may make for the privilege of keeping the county funds, or any part thereof. The bids or proposals shall designate the kind of security as authorized by law which the financial institutions propose to give as security for funds, and the board shall cause the county funds and all other funds in the hands of the county treasurer to be deposited in the qualified financial institution or qualified institutions proposing the best terms and meeting the requirements provided in Section 27-105-315, having in view the safety of such funds. The terms made with each depository shall remain in force for the current year and until new arrangements shall be made according to this article.

SOURCE: 1997 Laws, Chapter 435, Sec. 1, SB2385, Effective AP-March 25, 1997.

[Chapter Index](#) | [Table of Contents](#)

MISSISSIPPI CODE OF 1972

As Amended

SEC. 27-105-307. When no bids submitted; board to readvertise.

When no bid is made by any qualified financial institution in the county or in the adjoining county to qualify as a depository at the January meeting, the board of supervisors shall readvertise at some subsequent meeting for a depository and select same, in the manner provided by law.

SOURCES: Codes, Hemingway's 1917, Sec. 4236; 1930, Sec. 4342; 1942, Sec. 9146; Laws, 1914, ch. 257; 1916, ch. 208; 1985, ch. 514, Sec. 18, eff from and after October 1, 1985.

[Chapter Index](#) | [Table of Contents](#)

MISSISSIPPI CODE OF 1972

As Amended

SEC. 27-105-309. When banks in county fail to respond.

Any county failing to secure a county depository by the advertisement to the qualified financial institutions of the county and of the adjoining counties, shall readvertise at any subsequent meeting of the board of supervisors, and as soon as possible, for bids for a county depository. Such notice shall be published once a week for three (3) weeks in some newspaper published in the county, and in a daily newspaper in Jackson, Mississippi, and shall state that the proposal is open to any qualified financial institution in the state, and that financial institutions outside of the county shall have preference over county financial institutions.

SOURCES: Codes, Hemingway's 1917, Sec. 4237; 1930, Sec. 4343; 1942, Sec. 9147; Laws, 1916, ch. 208; 1985, ch. 514, Sec. 19, eff from and after October 1, 1985.

[Chapter Index](#) | [Table of Contents](#)

MISSISSIPPI CODE OF 1972

As Amended

SEC. 27-105-311. State treasurer to aid in selection.

The clerk of the board of supervisors shall mail a copy of the notice provided for in Section 27-105-309 to the State Treasurer, who shall make efforts to have some qualified financial institution in the state submit bids for such depository.

SOURCES: Codes, Hemingway's 1917, Sec. 4238; 1930, Sec. 4344; 1942, Sec. 9148; Laws, 1916, ch. 208; 1985, ch. 514, Sec. 20, eff from and after October 1, 1985.

[Chapter Index](#) | [Table of Contents](#)

MISSISSIPPI CODE OF 1972

As Amended

SEC. 27-105-313. Obstructing bids; penalty for.

It shall be unlawful for any officer in any financial institution, or any other person, to make an agreement of any kind with the intent and purpose of keeping any financial institution from bidding for county deposits, whether such agreement be express or implied, and any person violating this provision shall, upon conviction, be fined not less than Five Hundred Dollars (\$500.00), nor more than One Thousand Dollars (\$1,000.00) and shall be imprisoned in the county jail for not less than thirty (30) days, nor more than six (6) months.

SOURCES: Codes, Hemingway's 1917, Sec. 4239; 1930, Sec. 4345; 1942, Sec. 9149; Laws, 1914, ch. 257; 1985, ch. 514, Sec. 21, eff from and after October 1, 1985.

[Chapter Index](#) | [Table of Contents](#)

MISSISSIPPI CODE OF 1972

As Amended

SEC. 27-105-315. Qualification as depository.

(1) Any financial institution in a county, or in an adjoining county where there is no financial institution in the county qualifying, whose accounts are insured by the Federal Deposit Insurance Corporation or any successors to that insurance corporation may qualify as a county depository, if the institution qualifies as a public funds depository under Section 27-105-5 or a public funds guaranty pool member under Sections 27-105-5 and 27-105-6. The qualified financial institution shall secure those deposits by placing qualified securities on deposit with the State Treasurer as provided in Section 27-105-5.

(2) Notwithstanding the foregoing, any financial institution not meeting the prescribed ratio requirement whose accounts are insured by the Federal Deposit Insurance Corporation * * * or any successors to that insurance corporation, may receive county funds in an amount not exceeding the amount that is insured by that insurance corporation and may qualify as a county depository to the extent of that insurance.

SOURCES: Codes, Hemingway's 1917, Sec. 4240; 1930, Sec. 4346; 1942, Sec. 9150; Laws, 1912, ch. 194; 1918, ch. 187; 1934, chs. 211, 212; 1936, ch. 168; 1948, ch. 463, Sec. 1; 1980, ch. 367; 1985, ch. 312, Sec. 3; 1985, ch. 514, Sec. 10; 1988, ch. 473, Sec. 8, eff from and after December 1, 1988. Amended by Laws 2000, Ch. 408, Sec. 7, SB3064, eff. July 1, 2001.

PREVIOUS VERSIONS: Pre-2000

[Chapter Index](#) | [Table of Contents](#)

MISSISSIPPI CODE OF 1972

As Amended

SEC. 27-105-317. Commission of depository.

A county depository must be issued a commission under Section 27-105-11 before receipt of county deposits.

SOURCES: Codes, Hemingway's 1917, Sec. 4241; 1930, Sec. 4347; 1942, Sec. 9151; Laws, 1912, ch. 194; 1985, ch. 514, Sec. 22, eff from and after October 1, 1985. Amended by Laws 2000, Ch. 408, Sec. 8, SB3064, eff. July 1, 2001.

PREVIOUS VERSIONS: Pre-2000

[Chapter Index](#) | [Table of Contents](#)

MISSISSIPPI CODE OF 1972

As Amended

SEC. 27-105-319. Form of commission.

Section 27-105-319, which provides the form of the commission for a county depository, is * * * repealed.

SOURCES: Codes, Hemingway's 1917, Sec. 4242; 1930, Sec. 4348; 1942, Sec. 9152; Laws, 1912, ch. 194; 1946, ch. 422, Sec. 2; 1985, ch. 514, Sec. 23, eff from and after October 1, 1985. Laws 2000, Ch. 408, Sec. 16, SB3064 provides for the repeal of this section on July 1, 2001.

PREVIOUS VERSIONS: Pre-2000

[Chapter Index](#) | [Table of Contents](#)

MISSISSIPPI CODE OF 1972

As Amended

SEC. 27-105-321. Receipts in triplicate to be issued for deposits; disposition of same.

When any payment of county funds shall be made into a county depository in pursuance of this article, the depository shall give the person making such payment triplicate receipts, specifying the accounts on which the payment is made, one of which shall be immediately mailed to the chancery clerk of the county. Any person paying money into the county depositories shall, before paying same, receive a pay warrant from the chancery clerk allowing him to make such deposit, and no county depository shall receive any money unless accompanied by such pay warrant.

SOURCES: Codes, Hemingway's 1917, Sec. 4243; 1930, Sec. 4349; 1942, Sec. 9153; Laws, 1912, ch. 194.

[Chapter Index](#) | [Table of Contents](#)

MISSISSIPPI CODE OF 1972

As Amended

SEC. 27-105-323. Detailed reports made to supervisors of receipts and disbursements by depositories.

In any county where a county depository or depositories shall qualify as herein provided, every such depository, at the regular January, April, July and October meetings of the board of supervisors, and at such other times as may be required by the board, shall make to the board of supervisors a detailed report of all moneys received by it and of the disbursements thereof, so that said receipts and disbursements shall clearly and distinctly appear; and each depository shall exhibit with its reports the vouchers for the disbursements charged therein, and all such vouchers paid by the county depository shall be marked cancelled by the clerk and shall be filed and preserved by the clerk subject to examination by the state auditing department. Such depository shall also, at the time of making such reports, present a certified statement of the amount then on deposit in the depository, and shall, upon demand of the board of supervisors, bring all moneys belonging to the county to the board of supervisors to be counted; and, if any county depository shall neglect or refuse to make such reports, it shall forfeit the sum of two hundred and fifty dollars to be recovered by suit in the name of the county for its use.

SOURCES: Codes, Hemingway's 1917, Sec. 4244; 1930, Sec. 4350; 1942, Sec. 9154; Laws, 1912, ch. 194; 1946, ch. 338, Sec. 1.

[Chapter Index](#) | [Table of Contents](#)

MISSISSIPPI CODE OF 1972

As Amended

SEC. 27-105-325. How tax collectors to settle with.

In making a settlement with the county treasury, the tax collector of each county shall pay the amount due the county to a county depository, according to law and the rules of the board of supervisors. The tax collector, in making deposits, shall receive duplicate receipts for the same and shall mail one to the chancery clerk, and the county depository, upon demand, shall issue its official receipt as required heretofore.

SOURCES: Codes, Hemingway's 1917, Sec. 4245; 1930, Sec. 4351; 1942, Sec. 9155; Laws, 1912, ch. 194.

[Chapter Index](#) | [Table of Contents](#)

MISSISSIPPI CODE OF 1972

As Amended

SEC. 27-105-327. Amount to be paid by depositories for privilege of keeping funds; how computed.

The amount to be paid by any and all depositories for the privilege of keeping county funds on deposit, if required to be paid under the provisions of Section 27-105-303, shall be computed on the average daily balance of the public money kept on deposit therewith and there be credited and paid to the county monthly. Each depository shall render, at the beginning of each and every month, to the chancery clerk a statement in duplicate, showing the daily balance of the county money held by it during the month next preceding, and all sums paid to the county for the privilege of keeping said county money shall be credited to the account of the several funds entitled thereto.

SOURCES: Codes, Hemingway's 1917, Sec. 4246; 1930, Sec. 4352; 1942, Sec. 9156; Laws, 1912, ch. 194; 1985, ch. 514, Sec. 24, eff from and after October 1, 1985.

[Chapter Index](#) | [Table of Contents](#)

MISSISSIPPI CODE OF 1972

As Amended

SEC. 27-105-329. Failure to pay county warrants.

In the event of the failure of any county depository to pay any county warrant lawfully issued on any funds on deposit belonging to the county in the depository, the county is * * * empowered to order the State Treasurer to sell such securities as are placed with the State Treasurer by the depository, or call on the public funds guaranty pool if the depository is a member, or so much of them as may be necessary to cover back into the county treasury the amount of county funds on deposit with the depository, with accrued interest thereon, as provided in Section 27-105-25. In the event of the failure of the county depository to pay any warrant when the depository has placed as security surety bonds, the clerk or holder of the warrant shall notify the president of the board of supervisors and he shall take such immediate action as he may deem best and most expedient for covering back into the Treasury all county money on deposit in the depository, and the board of supervisors is authorized to employ counsel, if necessary, to more speedily enforce the payment. The expenses of the collection, including the counsel fee, shall be charged against the depository, and, in addition thereto, the depository shall be liable for damages at the rate of one percent (1%) per month for any delay in paying over any county funds when lawfully demanded, and the bond of any depository shall be liable for those expenses and damages.

SOURCES: Codes, Hemingway's 1917, Sec. 4247; 1930, Sec. 4353; 1942, Sec. 9157; Laws, 1912, ch. 194. Amended by Laws 2000, Ch. 408, Sec. 9, SB3064, eff. July 1, 2001.

PREVIOUS VERSIONS: Pre-2000

[Chapter Index](#) | [Table of Contents](#)

MISSISSIPPI CODE OF 1972

As Amended

SEC. 27-105-331. Acquisition of closed depository securities.

The State Treasurer, on behalf of any county in the State of Mississippi that has acquired bonds or other securities as the result of the closing of the depository or depositories of the county, is authorized and empowered in his discretion to sell, trade, refinance or agree to the refinancing of any or all of those bonds now held or owned by it and by any subdivision or taxing district of the county. The State Treasurer is further authorized and empowered, in his discretion, in refinancing any of those bonds, to agree to a reduction of the principal sum and likewise to agree to a reduction of the interest rate thereon. The State Treasurer is authorized and empowered, in his discretion, to sell any of those bonds at or for the best price obtainable, or to trade those bonds for other bonds, when in the judgment of the State Treasurer the best interests of the county would be advanced thereby, and he is further authorized to handle and negotiate any matured interest coupons on any of those bonds in the same manner as he is authorized in this section to deal with the bonds.

All of the proceeds of the sale, refinancing, trading, or collection of any of those bonds shall be accounted for by the State Treasurer and placed to the credit of the subdivisions or funds of the counties entitled to those proceeds.

SOURCES: Codes, 1942, Sec. 9158; Laws, 1936, ch. 302. Amended by Laws 2000, Ch. 408, Sec. 10, SB3064, eff. July 1, 2001.

PREVIOUS VERSIONS: Pre-2000

[Chapter Index](#) | [Table of Contents](#)

MISSISSIPPI CODE OF 1972

As Amended

SEC. 27-105-333. Alternative method of selecting depositories.

In any county in this state where no depository or depositories were selected and qualified, as provided by law, on or before the first Monday of January 1932, or in which the depository or depositories are not selected and qualified annually thereafter on or before the first Monday in January, the board of supervisors of the county shall, at the January meeting of the board or any regular meeting or special meeting thereafter called for that purpose, select and designate a depository or depositories into which the tax collector or tax collectors of the county shall deposit all tax collections and other public funds collected after the first Monday in January 1932, when collected, and in which the same shall thereafter be distributed, at the time and in the manner as now required by law, to the several funds or accounts in which the same properly belong, as provided by law herein.

Any depository so selected by the board of supervisors shall be within the State of Mississippi and may hold the deposits at such rate of interest as may be agreed upon with the board of supervisors or, in the discretion of the board of supervisors, without liability for interest unless it is required to be paid under the provisions of Section 27-105-303, but the * * * depository shall secure the * * * deposits by pledging with the State Treasurer such securities in such amounts and upon such conditions as are now required by law of depositories that qualify as such by bidding for them.

SOURCES: Codes, 1942, Sec. 9159; Laws, 1932, ch. 215; 1985, ch. 514, Sec. 25, eff from and after October 1, 1985. Amended by Laws 2000, Ch. 408, Sec. 11, SB3064, eff. July 1, 2001.

PREVIOUS VERSIONS: Pre-2000

[Chapter Index](#) | [Table of Contents](#)

MISSISSIPPI CODE OF 1972

As Amended

SEC. 27-105-335. Designation of depository for county by Commissioner of Banking and Consumer Finance.

In the event no financial institution qualifies as county depository as provided by law prior to the first Monday in January, 1986, or does not qualify on or before said date annually thereafter, and the board of supervisors does not designate a county depository which qualifies hereunder, then the tax collector and the surety or sureties on his official bond may call upon the Commissioner of Banking and Consumer Finance to designate, and the Commissioner of Banking and Consumer Finance shall designate a depository for said county, which shall qualify as hereinabove provided, and which shall act as county depository for said county until a depository is selected for said county and qualified as hereinabove provided.

SOURCES: Codes, 1942, Sec. 9160; Laws, 1932, ch. 215; 1950, ch. 203, Sec. 1; 1985, ch. 514, Sec. 26, eff from and after October 1, 1985.

[Chapter Index](#) | [Table of Contents](#)

MISSISSIPPI CODE OF 1972

As Amended

SEC. 27-105-337. Tax collector to deposit funds.

Upon the selection of any county depository, either upon bids therefor or by designation of the board of supervisors or the Commissioner of Banking and Consumer Finance, and such designated financial institution becoming qualified as required by law, the tax collector of such county or counties shall deposit all funds collected therein and thereafter make a transfer to the several accounts and funds as now required by law of him in making his settlements. Upon so depositing such funds when collected, the tax collector shall thereupon be relieved and discharged from further liability therefor excepting for such amounts as the tax collector may withdraw or cause to be withdrawn from his account or accounts and to which he is not legally entitled.

SOURCES: Codes, 1942, Sec. 9161; Laws, 1932, ch. 215; 1950, ch. 203, Sec. 2; 1985, ch. 514, Sec. 27, eff from and after October 1, 1985.

[Chapter Index](#) | [Table of Contents](#)

MISSISSIPPI CODE OF 1972

As Amended

SEC. 27-105-339. Insufficient depository.

In counties where county depositories have been designated and qualified as provided by law or which shall hereafter be designated and qualified as provided by law but not for an amount sufficient to cover all county funds belonging to such counties, the provisions of sections 27-105-333 and 27-105-335 shall be applied to secure depositories for such excess funds in the same manner and under the same conditions as apply to counties where no depositories exist.

SOURCES: Codes, 1942, Sec. 9162; Laws, 1932, ch. 215.

[Chapter Index](#) | [Table of Contents](#)

MISSISSIPPI CODE OF 1972

As Amended

SEC. 27-105-341. Sections 27-105-333 to 27-105-339 as cumulative.

Sections 27-105-333 to 27-105-339 shall not be held to modify or repeal any existing law relative to county depositories and the deposit of county funds, but are expressly intended to extend the existing laws of the state and provide additional methods of selecting county depositories.

SOURCES: Codes, 1942, Sec. 9164; Laws, 1932, ch. 215.

[Chapter Index](#) | [Table of Contents](#)

MISSISSIPPI CODE OF 1972

As Amended

SEC. 27-105-343. Chancery clerks to perform duties of county treasurers.

From and after the passage of this section, all the duties except the duty of receiving and disbursing money that were imposed by law on county treasurers shall be required to be done by chancery clerks, and they shall be the custodians of all the books, records, papers, and vouchers heretofore belonging to county treasurers, and shall be custodians of all the promissory notes, bonds, and other like property belonging to or deposited with the county, and said clerks shall in all respects be liable on their official bonds for the proper care of the same.

The duty of receiving for and disbursing all monies heretofore deposited with county treasurers shall be done and performed by the designated county and drainage district depositories appointed in the manner provided by law; and any person or corporation required to pay money into a county treasury shall hereafter pay the same to a properly designated depository and such depository shall issue receipts therefor in duplicate, one of which shall be filed with the chancery clerk and the other retained by the person or corporation making such payment, and such payment when made to a designated depository shall discharge the person or corporation making such payment from any further liability therefor.

In the event there shall be no designated depository for any money required to be paid into a county treasury, such payment shall be made to the tax collector who shall receipt for same in duplicate as required in the preceding paragraph and shall pay the same over to a legally appointed depository within ten (10) days after one is qualified to receive the same. The tax collector shall be the custodian of all money belonging to a county or any subdivision thereof until there be appointed a depository for any such funds and the said tax collectors shall be liable on their official bond for the proper accounting and payment of any funds so paid to them.

Boards of supervisors shall allow chancery clerks for their compensation for performance of the duties required of them by this section the sum of Two Thousand Five Hundred Dollars (\$2,500.00) per annum.

Nothing in this section shall preclude drainage districts from selecting their treasurer or depository as now provided by law.

SOURCES: Codes, 1942, Sec. 9165; Laws, 1932, ch. 207; 1968, ch. 361, Sec. 14; 1981, ch. 497, Sec. 3; Laws, 2004, ch. 505, § 12, SB 2647, eff _____ (the date the United States Attorney General interposed no objection under Section 5 of the Voting Rights Act of 1965, to the amendment of this section).

PREVIOUS VERSIONS: Pre-2004

[Chapter Index](#) | [Table of Contents](#)

MISSISSIPPI CODE OF 1972

As Amended

SEC. 27-105-345. Traffic in public funds prohibited; penalty therefor.

The making of profit, directly or indirectly, by the county treasurer, tax collector, treasurer of any board of trustees, or any officer whatever, out of any money belonging to a county, the custody of which the county treasurer or other officer is charged with, by loaning or otherwise using it, or depositing the same in any manner contrary to law, or a removal by any such officer or by his consent of such moneys, or a part thereof, and placing it elsewhere than as provided by law, shall constitute a felony, and, on conviction thereof, shall subject such officer to imprisonment in the state penitentiary for a term not exceeding two years or a fine not exceeding five thousand dollars, or to both such fine and imprisonment, and the officer offending shall be liable on his official bond for all profits realized for such unlawful use of such funds.

SOURCES: Codes, Hemingway's 1917, Sec. 4248; 1930, Sec. 4354; 1942, Sec. 9166; Laws, 1912, ch. 194.

[Chapter Index](#) | [Table of Contents](#)

MISSISSIPPI CODE OF 1972

As Amended

SEC. 27-105-347. Penalty.

If any officer, treasurer, sheriff, tax collector, member of the board of supervisors, or other person charged with the enforcement of this article, shall at any time fail or refuse to perform any act required of him by this article, he shall be guilty of a misdemeanor, and, upon conviction thereof, shall be sentenced to pay a fine of not more than five thousand dollars.

SOURCES: Codes, Hemingway's 1917, Sec. 4249; 1930, Sec. 4355; 1942, Sec. 9167; Laws, 1912, ch. 194.

[Chapter Index](#) | [Table of Contents](#)

MISSISSIPPI CODE OF 1972

As Amended

SEC. 27-105-349. County withdrawal of bonds pledged or filed as security.

The State Treasurer is authorized and empowered * * * to allow county depositories of county funds or county district funds of every kind and character to withdraw any bonds pledged or filed or deposited as security for those deposits:

- (a) When in the opinion of the State Treasurer the deposits become reduced to such an extent as to justify the withdrawal;
- (b) Or to withdraw any such bonds or corporate surety bonds, and substitute in lieu thereof other bonds or corporate surety bonds, as the case may be.

* * * All such bonds shall be such as are authorized by law to be pledged or filed as security for those deposits, or if a corporate surety bond, it must be made by a surety company authorized to do business in this state; and in addition, all such deposits shall be fully secured and covered as required by Section 27-105-5.

SOURCES: Codes, 1930, Sec. 4356; 1942, Sec. 9168; Laws, 1922, ch. 284; 1956, ch. 206. Laws, ch. 567, Sec. 3, eff from and after passage (approved April 7, 1995). Amended by Laws 2000, Ch. 408, Sec. 12, SB3064, eff. July 1, 2001.

PREVIOUS VERSIONS: Pre-2000

[Chapter Index](#) | [Table of Contents](#)

MISSISSIPPI CODE OF 1972

As Amended

SEC. 27-105-351. Drainage district funds; how dealt with.

All funds coming into the county treasury belonging to any drainage district shall be deposited in the county depositories under the same conditions as county funds are deposited, to be drawn by the proper parties and in the manner provided by law. All tax collectors may pay drainage taxes into such depositories in the same manner as county funds are paid in, and shall be subject to the same protection provided herein for the protection of county funds.

SOURCES: Codes, Hemingway's 1917, Sec. 4250; 1930, Sec. 4357; 1942, Sec. 9169; Laws, 1912, ch. 194.

[Chapter Index](#) | [Table of Contents](#)

MISSISSIPPI CODE OF 1972

As Amended

SEC. 27-105-353. Method of selecting municipal depositories.

The board of mayor and aldermen or other municipal authorities of each and every city, town or village in the state are * * * required to select a depository in the manner provided by law for the selection of county depositories. Before being selected, a depository must be certified by the State Treasurer as meeting the capital ratio requirement specified in Section 27-105-5 or 27-105-6 * * *. An institution shall not be a qualified depository and shall not receive any municipal funds unless its ratio has been certified annually by the State Treasurer as meeting the prescribed requirement. Notwithstanding the foregoing, any financial institution not meeting the prescribed ratio requirement whose accounts are insured by the Federal Deposit Insurance Corporation or * * * or any successors to that insurance corporation may receive municipal funds in an amount not exceeding the amount that is insured by that insurance corporation and may qualify as a municipal depository to the extent of that insurance.

SOURCES: Codes, Hemingway's 1917, Sec. 4251; 1930, Sec. 4358; 1942, Sec. 9170; Laws, 1914, ch. 253; 1988, ch. 473, Sec. 9, eff from and after December 1, 1988. Amended by Laws 2000, Ch. 408, Sec. 13, SB3064, eff. July 1, 2001.

PREVIOUS VERSIONS: Pre-2000

[Chapter Index](#) | [Table of Contents](#)

MISSISSIPPI CODE OF 1972

As Amended

SEC. 27-105-355. Security on bond.

Each depository shall enter into bond, or deposit securities with the State Treasurer as required of county depositories; the bond or security to be approved by the State Treasurer.

SOURCES: Codes, Hemingway's 1917, Sec. 4252; 1930, Sec. 4359; 1942, Sec. 9171; Laws, 1914, ch. 253. Amended by Laws 2000, Ch. 408, Sec. 14, SB3064, eff. July 1, 2001.

PREVIOUS VERSIONS: Pre-2000

[Chapter Index](#) | [Table of Contents](#)

MISSISSIPPI CODE OF 1972

As Amended

SEC. 27-105-357. Duties of depository; penalty for making profit or removing funds.

The duties of a depository are hereby made the same in respect to the municipal fund as the duties imposed upon county depositories or in respect to county funds. The penalties for making profit on or removing municipal funds are hereby made the same as those provided by law against making profit on or removing county funds.

SOURCES: Codes, Hemingway's 1917, Sec. 4253; 1930, Sec. 4360; 1942, Sec. 9172; Laws, 1914, ch. 253.

[Chapter Index](#) | [Table of Contents](#)

MISSISSIPPI CODE OF 1972

As Amended

SEC. 27-105-359. Municipal withdrawal of bonds pledged or filed as security.

The State Treasurer is authorized and empowered * * * to allow municipal depositories of municipal funds of every kind and character to withdraw any bonds, including corporate surety bonds, pledged or filed or deposited as security for those deposits:

- (a) When in the opinion of the State Treasurer the deposits become reduced to such an extent as to justify the withdrawal;
- (b) Or to withdraw any such bonds or corporate surety bonds, and substitute in lieu thereof other bonds or corporate surety bonds, as the case may be.

* * * All such bonds shall be such as are authorized by law to be pledged or filed as security for those deposits, or if a corporate surety bond, it must be made by a surety company authorized to do business in this state; and in addition, all such deposits shall be fully secured and covered as required by Section 27-105-5.

SOURCES: Codes, 1942, Sec. 9173; Laws, 1932, ch. 236 Laws, 1995, ch. 567, Sec. 4, eff from and after passage (approved April 7, 1995). Amended by Laws 2000, Ch. 408, Sec. 15, SB3064, eff. July 1, 2001.

PREVIOUS VERSIONS: Pre-2000

[Chapter Index](#) | [Table of Contents](#)

MISSISSIPPI CODE OF 1972

As Amended

SEC. 27-105-361. Banks failing to qualify, treasurer to be selected or depository designated.

In the event of failure on the part of any bank in such municipality to qualify as a depository, the board of mayor and aldermen or other like governing authority of such city, town or village, hereinafter called the governing authority, may select a treasurer who shall safely keep and disburse the funds of such town, city or village according to law, and make bond for that purpose as now provided by law for such treasurers. The governing authority at any regular or special meeting may select and designate a depository or depositories into which the tax collector or collectors and auditor or auditors of said city, town or village shall deposit all tax collections and public funds, when collected and/or received, and in which the same shall thereafter be distributed, at the time or in the manner, as required by law to the several funds or accounts as now provided by law. Any depository so selected by the governing authority shall be within the State of Mississippi, and may hold such deposit or deposits at such rate of interest as may be agreed upon by the governing authority or in the discretion of the governing authority without liability for interest; but such depositories shall secure the same by pledging with the governing authority such security, in such amounts and upon such conditions as is now required by law of depositories which qualify as such by bidding therefor.

SOURCES: Codes, Hemingway's 1917, Sec. 4254; 1930, Sec. 4361; 1942, Sec. 9174; Laws, 1914, ch. 253; 1932, ch. 225.

[Chapter Index](#) | [Table of Contents](#)

MISSISSIPPI CODE OF 1972

As Amended

SEC. 27-105-363. Term of office of depository.

The term of office of a municipal depository shall be two years.

SOURCES: Codes, Hemingway's 1917, Sec. 4255; 1930, Sec. 4362; 1942, Sec. 9175; Laws, 1914, ch. 253.

[Chapter Index](#) | [Table of Contents](#)

MISSISSIPPI CODE OF 1972

As Amended

SEC. 27-105-365. Depository for county and municipal hospital funds; investments.

(1) The commissioners or board of trustees of any hospital owned and operated separately or jointly by one or more counties, cities, towns, supervisors districts, or election districts or combinations thereof, including hospitals established under the authority of Sections 41-13-1 through 41-13-9, as now or hereafter amended, are hereby authorized and empowered to deposit the funds of such hospital in one or more financial institutions whose accounts are insured by the Federal Deposit Insurance Corporation, selected by the board of trustees in the same manner as county depositories are selected by boards of supervisors pursuant to Section 27-105-305, located in its county or counties, except as otherwise provided in the following paragraphs.

At the regular December meeting of the board of trustees in 1995, or at any regular December meeting of the board thereafter, the board may, in its discretion, give notice by publication to all financial institutions in its county or counties whose accounts are insured by the Federal Deposit Insurance Corporation, that bids will be received from financial institutions at the following January meeting, or some subsequent meeting, for the privilege of keeping the hospital funds or any part thereof for a period of three (3) years, subject to earlier termination as authorized in this subsection. Such bids shall be submitted and accepted in the same manner as provided in Section 27-105-305. After the board has selected a depository or depositories as provided in this subsection, the board may, at any regular December meeting during the three-year period, give notice to and receive bids from financial institutions in the manner provided in this subsection, for the privilege of keeping the hospital funds or any part thereof for a period of three (3) years, subject to earlier termination as authorized in this subsection; and after receiving such bids, the board may reject all bids and elect to keep the funds in the current depository or depositories for the remainder of the three-year period under the terms originally agreed to with the depository or depositories, or if the board determines it to be in the best interests of the hospital, it may terminate the agreement with the current depository or depositories and select a new depository or depositories or the same depository or depositories from the bids received, choosing the bid or bids proposing the best terms for the hospital.

Such hospital funds, when so deposited, shall have the same security and protection as required for county funds in Section 27-105-315. When more than one (1) depository of whatever type is authorized, the commissioners or board of trustees may select one or more of such depositories and may apportion such deposits, at their or its discretion, if more than one (1) depository is selected. If there is no financial institution located within such county or counties, the commissioners or board of trustees of such hospital may select, in their or its discretion, a depository located outside of such county or counties.

The commissioners or boards of trustees of such community hospitals shall deposit the funds of such hospital into the depository selected under this section on the day when they are received or collected, or on the next business day thereafter.

(2) The commissioners or board of trustees of any such hospital may, in their or its discretion, maintain one or more special funds for the purpose of making necessary repairs, necessary purchases of equipment, meeting operational and maintenance expenses, allowing for depreciation, providing contingent funds for emergencies, funding hospital improvements, or providing for other special needs, and may deposit any part of such special fund in accordance with the provisions contained in subsection (1) for the deposit of other funds of such hospital. Said commissioners or board of trustees may also

invest any part of such special fund, any funds derived from the sale of bonds, or any other funds in excess of the sums which will be required to meet the current needs and demands of no more than seven (7) business days in the following:

- (a) In any bonds or other direct obligations of the United States of America or the State of Mississippi, or of any county, school district or municipality of this state, which such county, school district or municipal bonds have been approved by a reputable bond attorney or have been validated by decree of the chancery court;
- (b) In obligations issued or guaranteed in full as to principal and interest by the United States of America which are subject to a repurchase agreement with a financial institution certified as a qualified depository;
- (c) In United States government agency, United States government instrumentality, or United States government sponsored enterprise obligations, the principal and interest of which are fully guaranteed by the government of the United States, such as the Government National Mortgage Association; or United States government agency, United States government instrumentality, or United States government sponsored enterprise obligations, the principal and interest of which are guaranteed by any United States government agency, United States government instrumentality, or United States government sponsored enterprise. However, at no time shall the funds invested in United States government agency, United States government instrumentality, or United States government sponsored enterprise obligations enumerated in the preceding sentence exceed fifty percent (50%) of all monies invested with maturities of thirty (30) days or longer. The limitation set forth in the preceding sentence shall be applicable only at the time of purchase and shall not require the liquidation of any investment at any time;
- (d) In an account or accounts in one or more financial institutions located in this state, and such funds when so invested shall have the same security and protection as required in Section 27-105-315;
- (e) In an insured account or accounts in one or more financial institutions in this state whose accounts are insured by the Federal Deposit Insurance Corporation; provided that the amount in any single account shall not exceed the amount which at any one time is insured by the Federal Deposit Insurance Corporation;
- (f) In any open-end or closed-end management type investment company or investment trust registered under the provisions of 15 USCS Section 80(a)-1 et seq., provided that the portfolio of such investment company or investment trust is limited to direct obligations issued by the United States of America, United States government agencies, United States government instrumentalities or United States government sponsored enterprises, and to repurchase agreements fully collateralized by direct obligations of the United States of America, United States government agencies, United States government instrumentalities or United States government sponsored enterprises, and the investment company or investment trust takes delivery of such collateral for the repurchase agreement, either directly or through an authorized custodian. The total dollar amount of funds invested in all open-end and closed-end management type investment companies and investment trusts at any one time shall not exceed twenty percent (20%) of the total dollar amount of funds invested under this subsection. The limitation set forth in the preceding sentence shall be applicable only at the time of purchase and shall not require the liquidation of any investment at any time;
- (g) In a trust fund consisting of pooled or commingled funds of other hospitals, provided that:
- (i) The portfolio of such trust fund may include investments in commercial paper and bankers

acceptances or other short-term obligations issued by banks having one (1) of the two (2) highest *short-term* rating categories of either Standard & Poor's Corporation or Moody's Investors Service, or corporate notes and bonds having one (1) of the three (3) highest long-term rating categories of either Standard & Poor's Corporation or Moody's Investors Service, or in any open-ended or closed-ended management-type investment company or investment trust registered under the provisions of 15 USC Section 80(a)-1 et seq., that would contain the aforementioned securities.

(ii) The portfolio of such trust fund is otherwise limited to investments authorized under this section; provided, however, that such investments shall not be subject to the percentage limitations set forth in subsection (2)(c) or subsection (2)(f) of this section;

(iii) Such trust is managed by an entity with trust powers or by an investment adviser registered with the Securities and Exchange Commission and retained as an investment manager by the commissioners or the board of trustees, as the case may be; and

(iv) Any investment manager approved by the commissioners or the board of trustees, as the case may be, shall invest such commingled funds as a fiduciary.

In addition, the commissioners or the board of trustees, in their or its discretion, may invest such funds as permitted by Section 19-9-29, 21-33-323, 27-105-33 or 37-59-43, as the same may be amended from time to time.

In any event, the bonds or obligations described in paragraph (a), (b) or (c) of this subsection (2) in which such funds are invested shall mature or be redeemable prior to the time the funds so invested will be needed for expenditures. When bonds or other obligations have been so purchased, the same may be sold or surrendered for redemption at any time by order or resolution of the commissioners or board of trustees of any such hospital, and the president or vice president, when authorized by such order or resolution, shall have the power and authority to execute all instruments and take such other action as may be necessary to effectuate the sale or redemption thereof.

When any such special fund is maintained for a purpose that requires contract letting or other action by the governing authority or authorities of the counties, cities, towns, supervisors districts or election districts, separately or jointly owning and operating such hospital, the commissioners or board of trustees of the hospital may transfer the whole or any part of any such special fund to the governing authority or authorities aforesaid on condition that the same be used for such purpose or returned to the transferring commissioners or board of trustees within the time designated in the conditions.

(3) All funds which shall be derived from any tax levied for the support and maintenance of any such hospital, and all other funds which may be made available for the support and maintenance of any such hospital by the state or any county or municipality, and all fees and other monies which may be collected or received by or for such hospital shall be placed in a special fund to the credit of such hospital within sixty (60) days after collection, and all such funds shall be expended and paid out upon the allowance of the board of trustees or commissioners of the hospital, as the case may be, and disbursed by checks signed by such person, officer or officers, as may be designated by such board of trustees or commissioners. Any officer or person who shall be designated by such board of trustees or commissioners to execute such checks shall furnish to such board of trustees or commissioners a good and sufficient surety bond in such amount as such board of trustees may fix, conditioned upon the faithful discharge of his duties, and the premium on such bond shall be paid from the funds available for the support and maintenance of such hospital. No funds shall be disbursed by any such hospital until the board of trustees or the commissioners thereof shall have adopted an annual budget and submitted same to the respective governing authority or authorities of the counties, cities, towns, supervisors districts, or

election districts, separately or jointly owning and operating such hospital, and until such budget shall have been approved by the governing authority or authorities, as the case may be, which approval shall be evidenced by a proper order recorded upon the minutes of each such authority. The accounts and records of any such hospital shall be audited by the State Department of Audit at the same time and in the same manner as the accounts and financial records of the county are audited, and for such purpose shall be considered in all respects as county accounts and records; however, this provision with regard to such audits shall be applicable only to hospitals owned wholly or in part by a county.

- (4) The provisions of this section shall not apply to hospitals owned jointly by a city and county and operated by lease agreement or contract with a nonprofit hospital corporation.

SOURCES: Codes, 1942, Sec. 9175.5; Laws, 1950, ch. 518, Secs. 1-3; 1954, ch. 289, Sec. 2; 1958, ch. 361; 1962, ch. 416; 1968, ch. 452, Sec. 1; 1975, ch. 313; 1985, ch. 514, Sec. 11, eff from and after October 1, 1985. Laws, 1995, ch. 567, Sec. 5, eff from and after passage (approved April 7, 1995); Laws, 1998, Ch. 309, § 1, HB 1353, eff July 1, 1998. Amended by Laws 1999, Ch. 547, Sec. 1, HB1435, eff. July 1, 1999. Laws 2000, Ch. 399, Sec. 1, SB3058; Laws, 2003, ch. 388, § 1, HB 1096, eff from and after July 1, 2003.

PREVIOUS VERSIONS: Pre-2003

[Chapter Index](#) | [Table of Contents](#)

MISSISSIPPI CODE OF 1972

As Amended

SEC. 27-105-367. Surplus funds; transfer to other funds; procedures; petition and election as to certain transfers; retirement of bonds and interest.

(1) The board of supervisors and municipal governing authorities, by order spread on their minutes, may transfer any balance remaining in a special fund in the treasury of the county or municipality, as the case may be, to the general fund to be used for general purposes for the succeeding fiscal year if the purpose for which the special fund was created has been fully carried out. Taxes imposed for the succeeding fiscal year for county or municipal general purposes shall be reduced by the amount of such balance transferred from the special fund to the general fund.

(2)

(a) When there is any surplus monies less than Two Thousand Five Hundred Dollars (\$2,500.00) in any special fund in the treasury of any county, road district, school district or other taxing district, or any municipality, and the board of supervisors, acting for the county or any road district, school district or other taxing district thereof, or the governing authorities of the municipality, as the case may be, shall desire to transfer all or part of the surplus monies in the special fund to some other fund of said county, road district, school district or other taxing district, or said municipality, as the case may be, such board of supervisors or the governing authorities of the municipality, as the case may be, shall cause an order to be entered on their minutes declaring their intention so to do, which said order shall show the name of the special fund, the amount of surplus monies to be transferred, and the name of the fund to which it is to be transferred, and same shall be transferred accordingly.

(b) Whenever the surplus monies in any special fund shall be Two Thousand Five Hundred Dollars (\$2,500.00) or more, the board of supervisors or the governing authorities of the municipality, as the case may be, desiring to transfer such surplus monies, shall cause notice of same to be published in some newspaper published in the county, district or municipality, as the case may be, for three (3) consecutive weeks or, if there be no newspaper so published, then in some newspaper having a general circulation in the county, district or municipality. Thereafter, the monies shall be transferred as stated in the order not less than thirty (30) days after the first publication in a newspaper as above stated, unless within said thirty (30) days, a petition against the proposed transfer, signed by twenty percent (20%) or fifteen hundred (1500), whichever is less, of the qualified electors residing in the county, district or municipality, as the case may be, shall be filed with the governing body. In the event such petition is filed, an election on the question of such transfer shall be called and held as herein provided. Notice of the election and manner of conducting it shall be the same as other elections conducted within counties or municipalities, as the case may be. The ballot shall have printed thereon the amount of surplus monies sought to be transferred, the purpose for which such monies were authorized to be used and a statement that a surplus exists in such fund, and the purpose for which such monies are sought to be used pursuant to their transfer. If a majority of the qualified electors voting in the election vote in favor of the transfer of surplus monies, then such monies shall be transferred. If a majority of the qualified electors voting in the election do not vote in favor of such transfer of surplus monies, then such monies shall not be transferred. Provided, however, that if the question of transferring the balance remaining in a special fund, the purpose for which such fund was created having been fully carried out, fails at an election held on same, then such monies shall be invested as authorized by law and shall be calculated in the budget for the county or municipality, as the case may be, to be used for general purposes for the succeeding fiscal year. Taxes imposed for the succeeding fiscal year for county or municipal general purposes shall be reduced by the amount of such monies in such special fund.

(3)

(a) When the balance remaining in any fund as set forth in subsections (1) and (2) represents a part of the proceeds of bonds sold for such county, district or municipality, and any part of said bonds or interest thereon remains unpaid, then such balance shall be transferred to the bond and interest fund to retire said bonds and interest due thereon, regardless of the amount thereof, without the necessity of publishing the order transferring same.

(b) Surplus monies in a bond and interest fund shall not be transferred unless there remains to the credit of such fund a sufficient balance to fully retire such bonds and interest thereon, including all redeemable bond coupons and the tax levy required to be made to pay principal of and interest on such bonds as they become due has been discontinued by the governing authorities of the county or municipality, as the case may be. Surplus monies in a bond and interest fund may be transferred to the general fund in accordance with subsection (1) of this section or to other funds in accordance with subsection (2) (b) of this section, regardless of the amount of the balance to be transferred.

SOURCES: Codes, 1942, Sec. 9176; Laws, 1932, ch. 191; 1950, ch. 232; 1983, ch. 386, Sec. 1, ch. 535, Sec. 1; 1988, ch. 337, eff from and after passage (approved April 15, 1988).

[Chapter Index](#) | [Table of Contents](#)

MISSISSIPPI CODE OF 1972

As Amended

SEC. 27-105-369. Acceptance by banks of checks payable to county, municipality, political subdivision or body politic.

All banks in this state are required to accept all checks and drafts that are payable to any county, municipality or any other political subdivision, or body politic, only for deposit to the credit of the particular payee to which such checks or drafts are payable, or to issue cashier's checks, certified checks and similar exchange in the name of and on behalf of the particular payee.

SOURCES: Laws, 1974, ch. 372, eff from and after passage (approved March 18, 1974).

[Chapter Index](#) | [Table of Contents](#)

MISSISSIPPI CODE OF 1972

As Amended

SEC. 27-105-371. Duty to deposit funds into county depository; disposition of unidentifiable funds; duty of chancery clerk.

All county officials who receive funds under the authority of their office shall deposit such funds into a county depository. Any unidentifiable funds found by the county auditor or the State Auditor in the county depository shall be settled into the general fund of the county within thirty (30) days of the determination.

Any funds settled into the general fund under the authority of this section which are later identified shall be properly disbursed by the chancery clerk after the approval of the board of supervisors.

SOURCES: Laws, 1986, ch. 306, eff from and after October 1, 1986.

[Chapter Index](#) | [Table of Contents](#)

City of Hattiesburg, MS

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



Meeting Agenda

Tuesday, December 4, 2012

4:30 PM

Council Chambers

City Council - Amendments to the Agenda

Add Policy Agenda Item VI.-11 at the request of the Administration as follows:

- VI.-11** 2012-1382 Authorize Mayor to rescind contract with AT&T for metro ethernet approved at Minute Book 2012-1/137-138 and to execute letter of Agreement for services with Megagate for metro ethernet & bonded T1 network connections for all city department in the amount of \$12,560.00 per month.

Attachments: service application megagate.pdf
executed service application megagate



City of Hattiesburg, MS

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

Master

File Number: 2012-1382

File ID: 2012-1382

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created:

Brief Title: Rescind AT&T contract; authorize Megagate contract, Metro Ethernet & Bonded T1

Final Action: 12/04/2012

Minute Book Number: MB2012-1/412-413

Title: Authorize Mayor to rescind contract with AT&T for metro ethernet approved at Minute Book 2012-1/137-138 and to execute letter of Agreement for services with Megagate for metro ethernet & bonded T1 network connections for all city department in the amount of \$12,560.00 per month.

Notes:

Sponsors:

Enactment Date:

Attachments: service application megagate.pdf, executed service application megagate

Enactment Number:

Contact:

Meeting Date: 12/04/2012

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council - Amendments to the Agenda	12/04/2012					
1	City Council	12/04/2012	Authorize				Pass

Action Text: A MOTION was made by Council Vice President Ware and seconded by Council Member Naylor to Authorize Mayor to rescind contract with AT&T for metro ethernet approved at Minute Book 2012-1/137-138 and to execute letter of Agreement for services with Megagate for metro ethernet & bonded T1 network connections for all city department in the amount of \$12,560.00 per month.

Council member Delgado stated that the Council was given caveats during the Agenda Review meeting, and that she wants to ensure that should any of those [issues] arise, Megage will handle them and [the City] will not have to go to an outside source.

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

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

Nays: 0

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

TEL-No Vote: 0

Text of Legislative File 2012-1382

Title

Authorize Mayor to rescind contract with AT&T for metro ethernet approved at Minute Book 2012-1/137-138 and to execute letter of Agreement for services with Megagate for metro ethernet & bonded T1 network connections for all city department in the amount of \$12,560.00 per month.

Summary

Rescind AT&T contract; authorize Megagate contract, Metro Ethernet & Bonded T1

Budget Information

001091.6068

Expenditure Type

Regular Budget Item

Purchasing Item

Publication Information

**APPLICATION FOR BUSINESS SERVICE**

City of Hattiesburg
200 Forrest St.
Hattiesburg, MS 39402

Phone: (601) 545-4565

Date: **26-Sep-12**

Fed Tax ID:

New Acct: ☐

Acct. No.

205876

Email :

asanford@hattiesburgms.comSales ID: **K Mitchell**County 911: **Forrest**

No. of Employees:

Years in Business:

In City Limits: ☒**Equipment, Service, and Installation Charges**

Qty	Description	Unit Cost	Recurring	NRC
1	100 Meg Metro Ethernet - 200 Forrest St.	\$ 2,000.00	\$ 2,000.00	\$ -
1	40 Meg Metro Ethernet - #1 Govt. Plaza	\$ 1,400.00	\$ 1,400.00	\$ -
1	10 Meg Wireless Ethernet - 622 Corrine St.	\$ 425.00	\$ 425.00	\$ -
1	10 Meg Wireless Ethernet - 104 Lamar Blvd.	\$ 425.00	\$ 425.00	\$ -
1	3 Meg Bonded T1 - 103 Faulkner	\$ 581.00	\$ 581.00	\$ -
1	3 Meg Bonded T1 - 53 Academy Dr	\$ 581.00	\$ 581.00	\$ -
1	10 Meg Wireless Ethernet - 105 S. Park Ave	\$ 425.00	\$ 425.00	\$ -
1	3 Meg Bonded T1 - 900 James St.	\$ 581.00	\$ 581.00	\$ -
1	10 Meg Metro Ethernet - 4080 US Hwy 11	\$ 425.00	\$ 425.00	\$ -
1	3 Meg Bonded T1 - 1001 S. Tipton St.	\$ 581.00	\$ 581.00	\$ -
1	10 Meg Wireless Ethernet - 300 N. 12th Av	\$ 425.00	\$ 425.00	\$ -
1	10 Meg Wireless Ethernet - 300 E 5th St.	\$ 425.00	\$ 425.00	\$ -
1	10 Meg Wireless Ethernet - 810 N Main	\$ 425.00	\$ 425.00	\$ -
1	3 Meg Bonded T1 - 1111 Arledge St	\$ 581.00	\$ 425.00	\$ -
1	3 Meg Bonded T1 - 5033 Hwy 42	\$ 581.00	\$ 581.00	\$ -
1	10 Meg Wireless Ethernet - 922 E Hardy St.	\$ 425.00	\$ 425.00	\$ -
1	10 Meg Wireless Ethernet - 3802 Montague Blvd	\$ 425.00	\$ 425.00	\$ -
1	10 Meg Wireless Ethernet - 46 Parkway Blvd	\$ 425.00	\$ 425.00	\$ -
1	1.5 Meg T1 - 3401 W 7th St	\$ 365.00	\$ 365.00	\$ -
1	10 Meg Wireless Ethernet - 522 Mobile St	\$ 425.00	\$ 425.00	\$ -
1	1.5 Meg T1 - 5010 Old Hwy 42	\$ 365.00	\$ 365.00	\$ -
1	10 Meg Wireless Ethernet - Grounds Maintenance	\$ 425.00	\$ 425.00	\$ -
		Total	\$ 12,560.00	\$ -

Other Information

Agreement Term:	36 months		
Early Disconnect Fees:	Greater of \$1,000 or 40% of remaining contract amount		
Long Distance Rate:	NA		
Current Telephone Company:	NA		
Billing Address:	P.O. Box 1898	Billing City, ST ZIP:	Hattiesburg, MS 39402
Yellow Page Heading:	NA	No Listing:	☐
Please specify clearly how you would like to be listed in the telephone directory: NA			
Sales Contact :	Angie Sanford	Phone:	601-545-4565
Tech Contact:	Robert Friend	Phone:	601-5445-4561
Billing Contact:		Phone:	


APPLICATION FOR BUSINESS SERVICE

City of Hattiesburg
200 Forrest St.
Hattiesburg, MS 39402

Phone: (601) 545-4565

Date: **26-Sep-12**

Fed Tax ID:

New Acct: ☐

Acct. No.

Email:

205876

asanford@hattiesburgms.com

Sales ID: K Mitchell

County 911: Forrest

No. of Employees:

Years in Business:

In City Limits: ☒

Equipment, Service, and Installation Charges

Qty	Description	Unit Cost	Recurring	NRC
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1	1.5 Meg T1 - 5010 Old Hwy 42	\$ 365.00	\$ 365.00	\$ -
1	10 Meg Wireless Ethernet - Grounds Maintenance	\$ 425.00	\$ 425.00	\$ -
Total			\$ 12,560.00	\$ -

Other Information

Agreement Term: 36 months

Early Disconnect Fees: Greater of \$1,000 or 40% of remaining contract amount

Long Distance Rate: NA

Current Telephone Company: NA

Billing Address: P.O. Box 1898

Billing City, ST ZIP: Hattiesburg, MS 39402

Yellow Page Heading: NA

No Listing: ☐

Please specify clearly how you would like to be listed in the telephone directory:

NA

Sales Contact: Angie Sanford

Phone: 601-545-4565

Tech Contact: Robert Friend

Phone: 601-5445-4561

Billing Contact:

Phone:

26-Sep-12

Page 2 of 2

City of Hattiesburg

200 Forrest St.

Hattiesburg, MS 39402

Phone

(601) 545-4565

[illegible]